

CITY OF ANN ARBOR  
INVITATION TO BID



Third & Mosley Water Main and Resurfacing Project

ITB No. 4702

Due Date: Thursday, January 13, 2022 by 10:00AM (Local Time)

Engineering  
Public Services Area

Issued By:

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

# ADDENDUM No. 1

ITB No. 4702

## Third & Mosley Water Main and Resurfacing Project

**Bids Due: Thursday, January 13, 2022 at 10:00 AM (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 four (4) pages.**

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

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

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

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

### I. QUESTIONS AND ANSWERS

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

Question 1: Is HMA removal, aggregate base, and hand patching to be paid for separately for line stops, or is it included in the pay item?

Answer 1: Pavement Removal, 21AA Limestone and Hand Patching shall be paid for separately for all line stops.

Question 2: Does the CL II Sand need to meet City of Ann Arbor specifications or just MDOT?

Answer 2: MDOT specifications for CL II Sand are acceptable for this project.

Question 3: Does the 21AA Limestone need to meet City of Ann Arbor specifications or just MDOT?

Answer 3: MDOT specifications for 21AA Limestone are acceptable for this project.

Question 4: Before work is done out in Main Street, does Third and Mosley streets have to be topped or can the traffic just drive on the base/leveling course?

Answer 4: Traffic will be allowed to drive on the base/levelling course as work is being completed in Main Street. Phase 1 MOT signs will remain in place allowing local traffic only until the wearing course is placed on Third & Mosley.

Question 5: Is there an estimated project value available yet?

Answer 5: The Engineer's Probable Cost estimates the cost of the project to be \$1,600,000.00

Question 6: Is there an Anticipated start date yet?

Answer 6: We anticipate starting the construction as soon as the frost laws lift.

Question 7: Is there a bid list (or planholders list) available yet?

Answer 7: An unofficial list of plan holders from MITN/BidNet is included herein. This list attached is considered unofficial because the City does not track who picks up bid documents on just the City's website or through over avenues outside of MITN/BidNet.

Question 8: Are there any Union requirements?

Answer 8: Compliance with the City of Ann Arbor Prevailing Wage and Living Wage are required as mentioned within the ITB Document, but there are no specific requirements regarding involvement or lack of involvement with a union except as described in the Non-Discrimination Ordinance.

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

# TABLE OF CONTENTS

TABLE OF CONTENTS.....	TC-1 to 2
INSTRUCTIONS TO BIDDERS.....	IB-1 to 6
INVITATION TO BID.....	ITB-1 to 3
BID FORMS.....	BF-1 to 7
CONTRACT.....	C-1 to 4
GENERAL CONDITIONS.....	GC-1 to 18
STANDARD SPECIFICATIONS.....	SS-1
DETAILED SPECIFICATION.....	DS-1 to 93

Project Schedule and Payment	DS-1
Maintenance of Traffic	DS-3
General Condition Notes	DS-7
Coordination and Cooperation and Work By Others	DS-8
Disposing of Excavated Material	DS-9
Protection of Utilities	DS-9
Soil Erosion and Sedimentation Control Measures	DS-9
Vacuum Street and Utility Structure Cleaning Equipment	DS-10
Materials and Supplies Certifications	DS-10
Contract Drawings/Plans and Quantities and Unit Prices	DS-11
Soil Boring and Pavement Section Data	DS-11
Working in the Dark or Rain	DS-12
Water Main Installation and Testing	DS-13
Coordination with Existing Water Supply System	DS-16
Asphaltic Seal Coatings Ductile Iron Pipe Fittings	DS-16
Concrete Durability	DS-17

Line Item	Description	Page
201	General Conditions, Max. \$ _____	DS-23
202	Project Supervision, Max. \$ _____	DS-25
203	Minor Traffic Control, Max. \$ _____	DS-28
204	Digital Audio Visual Coverage	DS-31
205	Certified Payroll Compliance and Reporting	DS-34
206	"No Parking" Signs	DS-36
207	Type III Lighted Barricade, Furn & Oper	DS-37
208	Sign, Portable, Changeable Message, Furn & Oper	DS-37
209	Plastic Drum - Lighted, Furn & Oper	DS-37
210	Temporary Type B Signs, Furn & Oper	DS-37
211	Temporary Type B Sign, Special, Furn & Oper	DS-37
212	Sidewalk Barricade, Furn & Oper	DS-37
213	Lighted Arrow, Type C, Furn & Oper	DS-37
214	Clean-up and Restoration, Special, Max \$ _____	DS-39
215	Temporary Pedestrian Type II Channelizer	DS-40
216	Temporary Pedestrian Path	DS-42
217	Temporary Pedestrian Ramp	DS-44
218	Protecting and Preserving Irrigation Systems	DS-46
220	Adjust Structure Cover, Modified	DS-48
221	Additional Depth Structure Cover Adjust/Repair	DS-48
222	Structure Cover, Special	DS-50
230	Sewer and Size or Depth, Remove	DS-52

<u>Line Item</u>	<u>Description</u>	<u>Page</u>
231	Dr Structure, and Size or Depth, Remove	DS-52
240	Water Main Pipe, Abandonment, Modified	DS-53
241	Fire Hydrant Assembly, Abandonment	DS-53
242	6 Inch Temporary Water Main Line Stop	DS-55
243	8 Inch Temporary Water Main Line Stop	DS-55
244	12 Inch Temporary Water Main Line Stop	DS-55
245	6 Inch Temp Water Main Line Stop, Additional Rental Day	DS-55
246	8 Inch Temp Water Main Line Stop, Additional Rental Day	DS-55
247	12 Inch Temp Water Main Line Stop, Additional Rental Day	DS-55
248	Tapping Sleeve, Valve and Well, Remove	DS-60
250	Fire Hydrant Assembly, Including 8" x 6" reducer	DS-62
260	Pavement Removal, Any Thickness	DS-63
262	Remove Concrete Curb or Curb & Gutter, Any Type	DS-64
263	Rem Conc Sidewalk, Ramp & Drives, Any Thickness, Mod	DS-64
264	Maintenance Gravel	DS-68
265	Subgrade Undercutting and Backfill, Type IIB, Modified	DS-69
266	Machine Grading, Modified, Third	DS-70
267	Machine Grading, Modified, Mosley	DS-70
268	Flowable Fill	DS-72
269	Non-Hazardous Contaminated Material	DS-74
270	21AA Limestone, C.I.P	DS-76
273	Cold Milling HMA Surface	DS-78
274	Hand Patching, Modified	DS-78
275	HMA, 4E1 - Top Course	DS-79
277	HMA, E1 - Base Course	DS-79
280	Concrete Curb and Gutter, Conc, Det SD-R-1	DS-84
282	4 Inch Concrete Sidewalk	DS-84
284	6 Inch Conc Sidewalk, Ramp, Drive Approach - High Early	DS-84
285	Concrete Type M Drive Opening - High Early	DS-84
287	Detectable Warning, Cast in Place	DS-89
290	Sprayable Thermoplastic, White, 12 Inch	DS-91
291	Sprayable Thermoplastic, 24 Inch Stop Bar	DS-91
295	Fertilizer, Chemical Nutrient, CL A	DS-92
296	Mulch Blanket, High Velocity	DS-92
297	Seeding Mixture, THM	DS-92
298	Topsoil Surface, Furn, 4-inch	DS-92

## **ATTACHMENTS**

*City of Ann Arbor Prevailing Wage Declaration Form*

*City of Ann Arbor Living Wage Forms*

*City of Ann Arbor Vendor Conflict of Interest Disclosure Form*

*City of Ann Arbor Non-Discrimination Ordinance Declaration Form and Notice*

# INSTRUCTIONS TO BIDDERS

## General

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

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

## Preparation of Bids

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

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

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

## Questions or Clarifications / Designated City Contacts

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

All questions shall be due on or before **Wednesday, January 5, 2022 by 5:00 P.M.** and should be addressed as follows:

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

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

## Addenda

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

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received; but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall

not relieve the Bidder of the responsibility for complying with the terms thereof.

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

## Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before **Thursday, January 13, 2022 at 10:00 A.M. (local time)**. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and **one (1)** Bid copy in a sealed envelope clearly marked: **ITB No. 4702, Third & Mosley Water Main and Resurfacing Project**.

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

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

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

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

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

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

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

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

## Award

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each division, and award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the City. For unit price bids, the Contract will be awarded based upon the unit prices and the

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

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

## Official Documents

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

## Bid Security

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

## Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of ninety (90) days

## Contract Time

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

## Liquidated Damages

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

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

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

## Human Rights Information

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

## Wage Requirements

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

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

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

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

## Conflict Of Interest Disclosure

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

## Major Subcontractors

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

## Debarment

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

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

## Disclosures

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

## Bid Protest

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

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

## Cost Liability

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

## Reservation of Rights

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

## Idlefree Ordinance

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

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

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

In addition, generators and other internal combustion engines are covered

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

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

## **Environmental Commitment**

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

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

## INVITATION TO BID

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

Ladies and Gentlemen:

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

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

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

In accordance with these bid documents, and Addenda numbered 1, 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 13<sup>TH</sup> DAY OF January, 2022

E.T. Mackenzie company

Bidder's Name

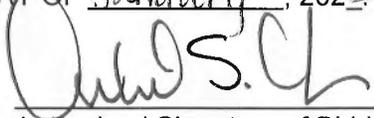
8197 JACKSON RD.

ANN ARBOR, MI 48103

Official Address

734-761-5050

Telephone Number



Authorized Signature of Bidder

Michael S. Marks, President

(Print Name of Signer Above)

mmarks@mackenzieco.com

Email Address for Award Notice

dk.pke@mackenzieco.com

**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 Michael S Marks, bearing the office title of President, whose signature is affixed to this Bid, is authorized to execute contracts.

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

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

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

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

\* An individual, whose signature with address, is affixed to this Bid: N/A  
(initial here)

Authorized Official  Date January 13, 2022

(Print) Name Michael S Marks Title President  
Company: E. T. Mackenzie Company  
Address: 8197 JACKSON RD., ANN ARBOR, MI 48103  
Contact Phone (734) 761-5050 Fax (734) 761-5323  
Email mmarks@mackenzieco.com  
dk.pke@mackenzieco.com

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

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
130	Protective Fencing	Ft	400	\$ 2.90	\$ 1,160.00
201	General Conditions, Max \$135,000 (10%)	LS	1	\$ 23,681.00	\$ 23,681.00
202	Project Supervision, Max \$35,000 (2.5%)	LS	1	\$ 12,598.00	\$ 12,598.00
203	Minor Traffic Control, Max \$65,000 (5%)	LS	1	\$ 1.00	\$ 1.00
204	Digital Audio Visual Coverage	LS	1	\$ 1,111.50	\$ 1,111.50
205	Certified Payroll Compliance and Reporting	LS	1	\$ 1.00	\$ 1.00
206	"No Parking" Sign	Each	27	\$ 115.50	\$ 3,118.50
207	Type III Lighted Barricade, Furn. & Oper.	Each	15	\$ 73.00	\$ 1,095.00
208	Sign, Portable, Changeable Message, Furn & Oper	Each	2	\$ 2,239.50	\$ 4,479.00
209	Plastic Drum, Lighted, Furn. & Oper.	Each	75	\$ 25.30	\$ 1,897.50
210	Temporary Type B Signs, Furn & Oper	SF	802	\$ 4.35	\$ 3,488.70
211	Temporary Type B Sign, Special, Furn & Oper	SF	68	\$ 4.50	\$ 306.00
212	Sidewalk Barricade, Furn & Oper	Each	8	\$ 68.10	\$ 544.80
213	Lighted Arrow, Type C, Furn & Oper	Each	2	\$ 487.00	\$ 974.00
214	Clean-Up & Restoration, Special, Max \$25,000 (1.7%)	LS	1	\$ 1.00	\$ 1.00
215	Pedestrian Type II Channelizer, Temp	LF	300	\$ 11.35	\$ 3,405.00
216	Pedestrian Path, Temp	LF	100	\$ 49.20	\$ 4,920.00
217	Pedestrian Ramp, Temp	Each	4	\$ 1,439.00	\$ 5,756.00
218	Irrigation System, Protection and Maintenance	LS	1	\$ 2,566.50	\$ 2,566.50
220	Adjust Structure Cover, Modified	Each	13	\$ 999.25	\$ 12,990.25
221	Additional Depth Structure Cover, Adjust/Repair	Each	7	\$ 620.75	\$ 4,345.25
222	Structure Cover, Special	Lbs	4200	\$ 1.65	\$ 6,930.00
230	Sewer Any Size or Depth, Remove	Lft	120	\$ 7.30	\$ 876.00
231	Dr Structure, Any Size or Type, Rem	Each	8	\$ 147.25	\$ 1,178.00
240	Water Main Pipe Abandonment, Modified	LF	1483	\$ 2.80	\$ 4,152.40
241	Fire Hydrant Assembly Abandonment	Each	3	\$ 1,155.50	\$ 3,466.50
242	6 inch Temporary Water Main Line Stop	Each	2	\$ 12,182.50	\$ 24,365.00
243	8 inch Temporary Water Main Line Stop	Each	2	\$ 12,543.25	\$ 25,086.50
244	12 inch Temporary Water Main Line Stop	Each	2	\$ 13,611.50	\$ 27,223.00
TOTAL THIS PAGE (BF-1) (Also to be entered on BF-4)				\$	181,717.40

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

Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
245	6 inch Temporary Water Main Line Stop, Additional Rental	Each	2	\$ 529.25	\$ 1,058.50
246	8 inch Temporary Water Main Line Stop, Additional Rental	Each	2	\$ 529.25	\$ 1,058.50
247	12 inch Temporary Water Main Line Stop, Additional Rental	Each	2	\$ 529.25	\$ 1,058.50
248	Tapping Sleeve, Valve and Well, Remove	Each	1	\$ 105.00	\$ 105.00
250	Fire Hydrant Assembly	Each	3	\$ 5,882.00	\$ 17,646.00
260	Pavement Removal, Any Thickness	SY	3750	\$ 3.60	\$ 13,500.00
262	Remove Concrete Curb or Curb and Gutter - Any Type, Mo	LF	1400	\$ 7.40	\$ 10,360.00
263	Remove Concrete Sidewalk, Ramp, and Drives - Any Thick	SF	3060	\$ 1.60	\$ 4,896.00
264	Maintenance Gravel	Ton	200	\$ 25.10	\$ 5,020.00
265	Subgrade Undercutting and Backfill, Type IIB, Modified	CY	150	\$ 97.50	\$ 14,625.00
266	Machine Grading, Modified (Third)	Sta	4.7	\$ 1,370.35	\$ 6,440.65
267	Machine Grading, Modified (Mosely)	Sta	10.5	\$ 2,140.00	\$ 22,470.00
268	Flowable Fill (Backfill)	Cyd	5	\$ 315.50	\$ 1,577.50
269	Non-Hazardous Contam'd Material Handling & Disposal	Cyd	50	\$ 150.75	\$ 7,537.50
270	21AA Limestone - C.I.P	Cyd	880	\$ 59.50	\$ 52,360.00
273	Cold-Milling HMA Surface	SY	2370	\$ 6.95	\$ 16,471.50
274	Hand Patching, Modified	Ton	10	\$ 450.00	\$ 4,500.00
275	HMA, 4E1 -Top Course	Ton	710	\$ 125.00	\$ 88,750.00
277	HMA,4E1 - Base Course	Ton	415	\$ 140.75	\$ 58,411.25
280	Concrete Curb and Gutter, Conc, Det SD-R-1, Special	LF	1000	\$ 33.95	\$ 33,950.00
282	4" Concrete Sidewalk	SF	380	\$ 11.90	\$ 4,522.00
283	6" Concrete Sidewalk, Ramp, or Drive Approach	SF	200	\$ 11.65	\$ 2,330.00
284	6" Concrete Sidewalk, Ramp, or Drive Approach-HE	SF	2065	\$ 11.80	\$ 24,367.00
285	Concrete Type M Drive Opening, HE	LF	400	\$ 38.10	\$ 15,240.00
287	Detectable Warning, Cast In Place	SF	30	\$ 30.35	\$ 910.50
290	Sprayable Thermoplastic, White, 12 inch	Lft	565	\$ 5.80	\$ 3,277.00
291	Sprayable Thermoplastic, White, 24 inch Stop Bar	Lft	105	\$ 11.60	\$ 1,218.00
TOTAL THIS PAGE (BF-2) (Also to be entered on BF-4)				\$	413,660.40

**BID FORM**

**SCHEDULE OF PRICES**

Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
295	Fertilizer, Chemical Nutrient, CL A	Lbs	115	\$ 2.20	\$ 253.00
296	Mulch Blanket, High Velocity	Syd	845	\$ 9.55	\$ 8,069.75
297	Seeding, Mixture THM	Lbs	50	\$ 3.65	\$ 182.50
298	Topsoil Surface, Furn, 4 inch	Syd	845	\$ 10.10	\$ 8,534.50
320	RCP, Sewer, C76, CL-IV, 12 inch, Tr Det I	LFt	120	\$ 191.25	\$ 22,950.00
335	SDR 35, PVC Tee	Each	2	\$ 685.55	\$ 1,371.10
350	SDR 35, PVC Riser	Vft	10	\$ 105.65	\$ 1,056.50
353	SDR 35, PVC Service Lead 4 inch	LF	40	\$ 100.60	\$ 4,024.00
367	Single Inlet	Each	11	\$ 3,056.20	\$ 33,618.20
400	12 inch, Class 50, DIP w/polywrap, Tr Det I, Mod	LF	1110	\$ 246.55	\$ 273,670.50
401	8 inch, Class 50, DIP w/polywrap, Tr Det I, Mod	LF	596	\$ 193.60	\$ 115,385.60
410	12" 11.25° Bend	Each	1	\$ 1,186.35	\$ 1,186.35
411	12" 22.5° Bend	Each	2	\$ 1,369.50	\$ 2,739.00
412	12" 45° Bend	Each	24	\$ 1,340.35	\$ 32,168.40
413	8" 11.25° Bend	Each	2	\$ 1,103.60	\$ 2,207.20
415	8" 45° Bend	Each	19	\$ 1,079.55	\$ 20,511.45
416	12" x 8" Reducer	Each	1	\$ 850.00	\$ 850.00
417	12" x 6" Reducer	Each	3	\$ 738.25	\$ 2,214.75
418	8" x 6" Reducer	Each	3	\$ 662.15	\$ 1,986.45
430	12" x 12" x 12" Tee	Each	5	\$ 1,484.60	\$ 7,423.00
431	12" x 12" x 8" Tee	Each	1	\$ 1,392.75	\$ 1,392.75
432	8" x 8" x 8" Tee	Each	2	\$ 1,210.25	\$ 2,420.50
442	8" Gate Valve-in-Box	Each	1	\$ 3,392.25	\$ 3,392.25
443	12" Gate Valve-in-Box	Each	1	\$ 4,430.75	\$ 4,430.75
446	12" Gate Valve-in-Well	Each	4	\$ 9,114.00	\$ 36,456.00
460	Excavate and Backfill for Water Service Tap and Lead	LFt	335	\$ 261.55	\$ 87,619.25
482	Gate Valve-in-Box Abandonment	Each	2	\$ 1,270.80	\$ 2,541.60
483	Gate Valve-in-Well Abandonment	Each	1	\$ 1,240.50	\$ 1,240.50
TOTAL THIS PAGE (BF-3) (Also to be entered on BF-4)				\$	679,895.85

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

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
516	6" Wrapped Edge Drain	Lft	1045	\$ 20.00	\$ 20,900.00
702	Inlet Filter	Each	19	\$ 142.40	\$ 2,705.60
703	Silt Fence	LF	400	\$ 2.80	\$ 1,120.00
TOTAL THIS PAGE (BF-4) (Also to be entered below)				\$	24,725.60
TOTAL FROM PAGE BF-1				\$	181,717.40
TOTAL FROM PAGE BF-2				\$	413,660.40
TOTAL FROM PAGE BF-3				\$	679,895.85
TOTAL FROM PAGE BF-4				\$	24,725.60
TOTAL BASE BID				\$	1,299,999.25

# BID FORM

## Section 2 – Material, Equipment and Environmental Alternates

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

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

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

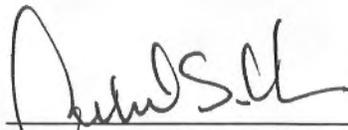
<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
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N/A

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

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

Signature of Authorized Representative of Bidder

  
Michael Swank, President

Date

1/13/2022

# BID FORM

## Section 3 - Time Alternate

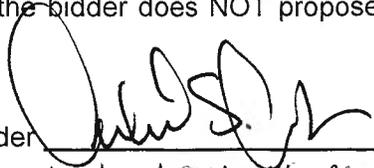
If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-2, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

N/A

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

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

Signature of Authorized Representative of Bidder



Date

1/13/2022

Michael S. Marks, President

# BID FORM

## Section 4 - Major Subcontractors

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

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

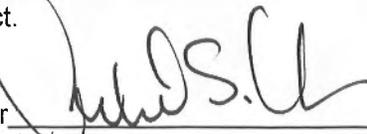
For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
FINISHING TOUCH PHOTO STUDIO	AS/CONCRETE	TBD
CADILLAC ASPHALT	ASPHALT PAVING	TBD
PAYMENT RECYCLING, INC	COLD MILLING	TBD
WATER TAP, INC	LINE STOPS	TBD
PK CONTRACTING	PAYMENT MARKINGS	TBD
SPARTAN BARRICADE	TRAFFIC CONTROL	TBD

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

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

Signature of Authorized Representative of Bidder



Date 1/13/2022

Michael S. Marks, 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 E. T. Mackenzie Company ("Contractor"), a Michigan corporation located at 4248 West Saginaw Hwy., Grand Ledge, Michigan.

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 **Third & Mosley Water Main and Resurfacing Project, ITB No. 4702** in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, all of which are incorporated as part of this Contract:

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

### ARTICLE II - Definitions

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

**Project** means **Third & Mosley Water Main and Resurfacing Project, ITB No. 4702**

**Supervising Professional** means the person acting under the authorization of the manager of the Administering Service Area/Unit. At the time this Contract is executed, the Supervising Professional is: Theresa Bridges whose job title is Project Manager. 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 Dustin Kipke whose job title is Project Manager / Estimator.

### ARTICLE III - Time of Completion

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

requirements as specified in the Detailed Specifications.

- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$1,000 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:

One Million two hundred ninety-nine thousand nine hundred ninety-nine and 25/100 Dollars (\$1,299,999.25)

- (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 \_\_\_\_\_  
Milton Dohoney Jr., Interim City  
Administrator

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

**Approved as to form and content**

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

# **GENERAL CONDITIONS**

## **Section 1 - Execution, Correlation and Intent of Documents**

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

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

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

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

## **Section 2 - Order of Completion**

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

## **Section 3 - Familiarity with Work**

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

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

## **Section 4 - Wage Requirements**

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

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

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

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

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

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

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

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

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

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

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

assigned.

Adequate sanitary facilities shall be provided by the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Section 12 - Superintendence**

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

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

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

In giving instructions, the Supervising Professional shall have authority to make minor changes in

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Section 16 - Progress Payments**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Required insurance policies include:

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

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

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

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

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

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

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

insurer against the City for any insurance listed herein.

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

## **Section 29 - Surety Bonds**

Bonds will be required from the successful bidder as follows:

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

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

## **Section 30 - Damage Claims**

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

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

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

## **Section 32 - Assignment**

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

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

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

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

## **Section 34 - Subcontracts**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Section 39 - Cleaning Up**

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

## **Section 40 - Salvage**

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

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

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

## **Section 42 - Sales Taxes**

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

## Section 43

### CONTRACTOR'S DECLARATION

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

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

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

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

Past due invoices, if any, are listed below.



## **STANDARD SPECIFICATIONS**

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

Standard Specifications are available online:

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

# **DETAILED SPECIFICATIONS**

**DETAILED SPECIFICATION  
FOR  
PROJECT SCHEDULE AND PAYMENT**

**1 of 2**

**DESCRIPTION**

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

This contract requires water main, storm sewer and bituminous paving work on Third and Mosley Streets, which extends into and includes water main and bituminous paving work on N. Main Street.

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 is expected to be furnished with an electronic copy of the Contract, for his/her execution, on or before **February 21, 2022**. The Contractor shall electronically execute the Contract and return it, with the required Bonds and Insurance Certificate, to the City within **fourteen (14) days**. The Contractor shall not begin the work before the applicable date(s) as describes herein without approval from the Project Engineer, and in no case before the receipt of the fully executed Contract. City Council approval is expected on **March 7, 2022**.
2. The Contractor shall begin the work of this project on or before **April 18, 2022**, 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.
3. All contract work must be complete and open to traffic by **July 18, 2022** or within **ninety (90)** calendar days from the date specified in the Notice to Proceed. Project completion includes, but not limited to: install, swab, chlorinate, pressure test, flush and test the new water main pipe, connect all water service leads to the new main and complete all the remaining work under this Contract for Third, Mosley and Main Street including, but not limited to the restoration of all disturbed areas, permanent placement of hot mix asphalt and/or concrete, and the removal of any and all traffic control devices.

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.

**DETAILED SPECIFICATION  
FOR  
PROJECT SCHEDULE AND PAYMENT**

**2 of 2**

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

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

Failure to complete all work as specified herein within the times specified herein, including time extensions granted thereto as determined by the Engineer, shall entitle the City to deduct from the payments due the Contractor, **\$1,00.00** in Liquidated Damages, and not as a penalty, for delays in the completion of the work for each and every calendar day beyond the "Calendar Days to Complete" 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.

**DETAILED SPECIFICATION  
FOR  
MAINTENANCE OF TRAFFIC**

**1 of 4**

**DESCRIPTION**

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

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

**MATERIALS**

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

**MAINTENANCE OF LOCAL TRAFFIC**

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

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

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

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

At times, when it becomes necessary to temporarily obstruct local traffic during the performance of the work, the Contractor shall provide traffic regulator control in conformance with Chapter 6E of the MMUTCD, Sections 6E.01 thru 6E.08. A minimum of two traffic regulators are required. The cost of traffic regulator control shall be included in the contract pay item "Minor Traffic Control, Maximum \$65,000".

A lane-closure permit shall be obtained by the Contractor from the Engineering Unit, at least 48 hours in advance of any proposed lane or street closing. No lane closures shall be permitted July 4, and during the Labor Day and Memorial Day weekends.

**DETAILED SPECIFICATION  
FOR  
MAINTENANCE OF TRAFFIC**

**2 of 4**

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

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

The Contractor shall use quantities of dust palliative, maintenance aggregate, and cold patching/HMA mixtures for use as temporary base, surfacing, and dust control at utility crossings, side roads and driveways (wherever required to maintain traffic), and where directed by the Engineer to maintain local access. The cost for the use of dust palliative, maintenance aggregate, cold patch and/or hot mix asphalt 36A mixture, as required and directed by the Engineer for maintenance of traffic and local access, shall be included in contract pay item "General Conditions, Maximum, \$135,000", and it will not be paid for separately.

The work of maintaining and relocating existing warning, regulatory and/or guide signs; and of removing, salvaging and reinstalling existing signs and supports is included in the bid price for the contract pay item "Minor Traffic Control, Maximum \$65,000".

Mailboxes and newspaper boxes that are in the way of the construction shall be removed and reset immediately in a temporary location approved by the Engineer. Mail and paper delivery shall not be interrupted during the construction. Upon completion of the construction, all mailboxes and newspaper boxes, including their supports, shall be repositioned in their permanent locations as approved by the Engineer. This work shall be included the contract unit price for the contract pay item "General Conditions, Maximum, \$135,000", and it will not be paid for separately.

The Contractor shall perform the work of this Contract while maintaining traffic in accordance with the Contract Documents as specified herein. No traffic shall be allowed on newly placed asphalt surfaces until rolling has been satisfactorily completed and the surface has cooled sufficiently to prevent damage from traffic. This is to be accomplished by traffic regulators and by relocating traffic control devices to prevent traffic from entering the work area until such time that it can be safely maintained without damaging the new construction. The Contractor shall provide traffic regulators in sufficient number to maintain traffic as described herein, and to keep traffic off sections being surfaced, and provide for safe travel at all times as directed by the Engineer. The work of traffic regulators shall be included in the bid price for the contract pay item "Minor Traffic Control, Maximum \$65,000"

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

**Construction Influence Area (CIA).**- The CIA shall include the area from POB to POE within the Right-of-way of Third and Mosley Streets. The CIA shall include the affected portions of the driveways along and contiguous with these roadways.

**DETAILED SPECIFICATION  
FOR  
MAINTENANCE OF TRAFFIC**

**3 of 4**

In addition, the CIA shall include the rights-of-way of all roadway segments used for detours and all locations that contain advance warning and/or regulatory signs, pavement markings, plastic drums, traffic delineators, and all other project related traffic maintenance items.

Police and Fire.- The Contractor shall notify local police, fire departments and emergency response units a minimum of three business days (72 hours) prior to the closure of any roads, or traffic shifts causing restricted movements of traffic or restricted access.

Work Performed by City of Ann Arbor Signs and Signals Unit.- **No additional or extra compensation will be paid for any delays caused by City of Ann Arbor Signs and Signals.**

Signal Modifications

Signal timing and phasing modifications are not anticipated for construction at this time. This shall be evaluated and if the need arises, the Contractor shall coordinate work with the City ahead of any decided changes in the traffic control.

Sign Reinstallation

As necessary during construction, the Contractor shall be responsible for logging the legend and location of any signs that:

1. Must be removed to facilitate the construction process;
2. Are to be permanently removed, or;
3. Are to be permanently relocated.

City of Ann Arbor Signs and Signals will remove and store the signs. After construction is complete, but before opening any roadway to traffic, Signs and Signals will reinstall all signs in their proper, permanent location. To coordinate sign removal and installation/reinstallation, the Contractor shall notify the Signs and Signals Unit at least five (5) working days (Monday-Friday) in advance of when the sign work will need to be completed. It is the responsibility of the Contractor to ensure that City of Ann Arbor Signs and Signals Unit is scheduled, kept apprised of the progress of construction, and notified a second time immediately (4 working hours) prior to the need to complete the sign work. The removal and installation/reinstallation of all signs shall be completed by the City of Ann Arbor Signs and Signals Unit.

**THIRD AND MOSLEY MAINTENANCE OF TRAFFIC**

Stage 1 work - Third and Mosley, from Madison Street to Main Street will be closed to thru traffic in both directions but will be maintained open at all times for emergency and local traffic as necessary.

Stage 2 Work – All of the water main, storm sewer, and milling work shall be essentially completed on stage 1 before beginning stage 2. Third and Mosley up to Ashley Street will be available for two-way traffic but will remain for local traffic and emergency traffic only. For Stage 2, Ashley Street will be closed at Mosley Street and Mosley Street will be closed (for local and emergency traffic only) between Ashley and Main Street. The southbound lane(s) of Main Street will be closed, and two-way traffic, with one lane in each direction, will be maintained in the northbound lane(s).

**DETAILED SPECIFICATION  
FOR  
MAINTENANCE OF TRAFFIC**

**4 of 4**

During this stage, all water main, storm sewer, milling and paving work will be completed on Third Street and Mosley Street. The water main shall be tested, accepted, connected and all water services transferred to the new water main. The bituminous pavement, driveways and sidewalks will be completed and the road ready to be opened to traffic.

**Completion of stage 2 work shall be no more than 4 days after closing the northbound lane(s) of Main Street.**

Stage 3 Work – All work on Third Street and Mosley Street is complete and the Streets are open for traffic up to Ashley Street; except for restoration and other minor items of work. For stage 3, northbound Main Street will be closed and two way traffic will be maintained with one lane in each direction on the southbound lane(s). The water main will be completed on the east side of Main Street and final connections and closures will be completed with the Main Street water main. The road will then be backfilled, graded and paving will completed.

**Completion of stage 3 work shall be no more than 4 days after switching traffic from the northbound to the southbound lane(s).**

**DETAILED SPECIFICATION  
FOR  
GENERAL CONSTRUCTION NOTES**

**1 of 1**

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

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

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

**1 of 1**

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

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

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

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

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

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

**On all projects:**

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

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

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

Costs for this work will not be paid for separately, but shall be included in the bid price of the Contract Item "General Conditions, Maximum, \$135,000".

**DETAILED SPECIFICATION  
FOR  
DISPOSING OF EXCAVATED MATERIALS**

The Contractor shall dispose of, at the Contractor's expense, all excavated material. Costs for this work will not be paid for separately, but shall be included in the bid price of the Contract Item "General Conditions, Maximum, \$135,000".

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**DETAILED SPECIFICATION  
FOR  
PROTECTION OF UTILITIES**

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

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

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

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

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

Costs for this work will not be paid for separately but shall be included in the bid price of the Contract Item "General Conditions, Maximum, \$135,000".

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

The Contractor shall furnish, place, maintain and remove soil erosion and sedimentation control measures, in accordance with all applicable City (and other governmental agencies) codes and standards, as directed by the Engineer, as detailed in the Standard Specifications, and as required to maintain compliance.

Costs for this work, other than specifically identified in the bid items, will not be paid for separately, but shall be included in the bid price of the Contract Item "General Conditions, Maximum, \$135,000".

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

**1 of 1**

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

Costs for this work will not be paid for separately, but shall be included in the bid price of the Contract Item "General Conditions, Maximum, \$135,000".

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**DETAILED SPECIFICATION  
FOR  
MATERIALS AND SUPPLIES CERTIFICATIONS**

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

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

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

Costs for this work will not be paid for separately, but shall be included in the bid price of the Contract Item "General Conditions, Maximum, \$135,000".

**DETAILED SPECIFICATION  
FOR  
CONTRACT DRAWINGS/PLANS  
AND  
QUANTITIES AND UNIT PRICES**

**Contract Drawings/Plans**

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

Bidders shall carefully examine the Bid Form, preliminary layouts, specifications, and the work sites 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.

**Quantities and Unit Prices**

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

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

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

The pavement cores and soil boring data were gathered separately by three different consulting firms, and have been provided in the Appendix.

**DETAILED SPECIFICATION  
FOR  
WORKING IN THE DARK OR IN THE RAIN**

**1 of 1**

***Working in the Dark***

The Contractor shall not work in the dark except as approved by the Engineer.

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

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

The Contractor is solely responsible for repairing all damages to the work and to the site,

Including road infrastructures, road subgrades, and any adjacent properties, which are caused as a result of working in the dark.

***Working in the Rain***

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

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

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

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

**DETAILED SPECIFICATION  
FOR  
WATER MAIN INSTALLATION AND TESTING**

**1 of 3**

**DESCRIPTION**

This Detailed Specification is intended to supplement the current City of Ann Arbor Standard Specifications for Construction with regard to water main installation and hydrologic and bacteriologic testing. It is also intended to establish minimum requirements for the work that the Contractor is responsible to follow.

**CONSTRUCTION METHODS**

During the delivery, handling, installation, and testing of the water main, the Contractor shall comply with the following requirements:

1. The Contractor shall dig-up and expose utility crossings 60-feet in advance of laying any water main pipe in their vicinity. This will allow the Engineer to adjust the grade of the water main, if possible, to avoid the existing utilities. The costs of the advance excavations, and related costs, shall be included in the respective items of work listed in the Bid Form. Some dig-ups may need to occur out of Phase.
2. Keep all pipes clean and neatly stacked a minimum of six-inches off of the ground at all times. Ends of pipe shall be covered to prevent entry of dust, dirt, small animals, and any other objectionable matter at all times. During installation of the water main and all appurtenances no dirt, soil, or non-potable water shall be allowed to enter the pipe. If dirt, soil, or non-potable water does enter the pipe, the Contractor shall completely remove it prior to installing the next segment of pipe. Segments of pipe that have visible signs of contamination including, but not limited to; soil, dirt, mud, oil, grease, solvents, animal droppings, etc. shall have all visible traces of the offending substance completely removed by the Contractor in a manner acceptable to the Engineer. Sections of pipe or fittings that have been marked by the Engineer for cleaning shall not be approved for installation until such time as the Engineer has again approved them for use on the project. Acceptable methods of cleaning include flushing and/or power washing, compressed air, or other methods that the Engineer may approve. Approval by the Engineer of a cleaning method shall not be construed by the Contractor to include acceptance of the water main for the purposes of placing it into service. Water main pipe and fittings that have been placed shall remain covered on the advancing end until the next segment of pipe is connected. The Contractor may uncover no more than three segments of pipe in advance of placement. Water main pipe and fittings that have been laid out further in advance of the installation operation must remain covered.
3. Gasket lubricant shall only be applied immediately before connection to the next segment of pipe. Pipe with lubricant applied shall not come in contact with the ground. If the lubricated portion of the pipe end contacts the ground, it shall be thoroughly cleaned to the satisfaction of the Engineer, prior to its installation.
4. All water mains shall be swabbed in accordance with the requirements of Section 3H, Flushing and Swabbing, of the current edition of the City of Ann Arbor Public Services Department Standards. During swabbing of the water main, the swab shall be flushed through the pipe in accordance with the manufacturer's recommendations and in a manner that is acceptable to the Engineer. The Contractor shall submit the product data of the swab from the manufacturer, for review and approval by the Engineer, at or before the pre-construction meeting.

**DETAILED SPECIFICATION  
FOR  
WATER MAIN INSTALLATION AND TESTING**

**2 of 3**

5. Swabbing of the water main shall be followed immediately by flushing of the pipe so that any disturbed particles are washed out before they can resettle. The pipe shall be flushed in accordance with Section 3H, Flushing and Swabbing, of the current edition of the City of Ann Arbor Public Services Department Standard Specifications. The pipe shall be flushed until the water runs clear for a minimum of fifteen minutes or until two full pipe volumes have been flushed (whichever is longer.) Flushing from the existing water main that is to be replaced shall not be allowed.
6. During the chlorination process, the proper level of chlorination must be achieved throughout the entire length pipe. Chlorine levels shall be checked at intermediate locations as directed by the Engineer and the Contractor shall add chlorine until such time as the required levels are achieved at all points. The “slug method” of chlorinating the pipe shall not be allowed. The Contractor shall chlorinate the proposed water main to a minimum residual concentration of 100 parts per million with commercial liquid chlorine solution. The chlorine concentrate shall be a minimum of 10% chlorine (sodium hypochlorite) by volume. Solid chlorine “pellets” or powder shall not be allowed. Any chlorine containing compound used on the project shall be approved by the Engineer. The minimum recommended dosage of chlorine (sodium hypochlorite) is as follows (based on 10% available chlorine):

**Recommended Minimum Chlorine Dosage to Disinfect 100 L.F. of Pipe**

<u>Pipe Diameter</u>	<u>10% Chlorine Solution (gallons)</u>
6	0.306
8	0.544
10	0.852
12	1.226
16	2.180
20	3.406
24	4.904

7. Bacteriological testing shall be performed by the City with the Contractor present. The Engineer shall determine the number, location, and type of testing points for each section of water main being tested. Bacteriological samples shall only be drawn from copper or brass sampling points. The use of galvanized steel blow-offs or sampling points are strictly prohibited. Obtaining bacteriological samples from fire hydrants will not be allowed.
8. If a new water main fails two consecutive sets of bacteriological tests, the Engineer may require the Contractor to re-swab the water main in accordance with Section 3H, Flushing and Swabbing, as described above. Additional flushing, prior to subsequent bacteriological sampling will also be required. The required additional swabbing and flushing of the water main by the Contractor shall be performed at no additional cost to the City of Ann Arbor.

**MEASUREMENT AND PAYMENT**

Payment for all labor, materials, and equipment that is required to comply with this Detailed Specification shall be considered as part of the unit price as bid for each respective water main pipe and fitting and will not be paid for separately.

**DETAILED SPECIFICATION  
FOR  
WATER MAIN INSTALLATION AND TESTING**

**3 of 3**

Payment for all water main pipes shall be as follows:

The Contractor shall be paid for 50% of the water main pipe installed upon satisfactory completion of the installation and backfilling of the water main pipe. The remaining 50% shall be paid upon successful completion of all required bacteriological testing, the water main has been placed into service, and all water service leads have been connected and are in service.

**DETAILED SPECIFICATION  
FOR  
COORDINATION WITH EXISTING WATER SUPPLY SYSTEM**

**DESCRIPTION**

The Contractor may not operate City water main valves. For valve operation, contact the City of Ann Arbor Public Services Area. It is recommended that the Contractor request that the existing valves, which will need to be operated in order to perform the water main work, are checked in advance of the work to ensure that they operate properly.

Several items of work on this project require coordination with the City of Ann Arbor Public Services Area (The City). The Contractor shall notify the City three (3) full working days in advance of any items requiring coordination with the City.

The Contractor shall complete the water main work in a manner which minimizes the disruption of water service. Water quality issues arise and treatment costs increase when the well field system is taken off line. No shut downs at the well field shall occur on Saturdays or Sundays. Shut downs shall not be for longer than 8.0 hours for any given shutdown event. Liquidated damages as detailed and described on page C-2 of these documents shall apply to any shut downs that occur on Saturday or Sunday or for a period of time longer than 8.0 hours in any given 24 hour period.

The Contractor shall be responsible for coordination with the City of Ann Arbor Public Services Area for the installation of 1-inch corporations in the gate wells to be used for testing and filling of new main. The Contractor shall pay the City of Ann Arbor's Field Operations Unit all costs associated with installing the corporations.

The Contractor must have all materials, fittings, pumps and other miscellaneous equipment, and personnel on site before the City of Ann Arbor Public Services Area personnel will prepare and shutdown an existing main.

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**DETAILED SPECIFICATION  
FOR  
ASPHALTIC SEAL COATINGS DUCTILE IRON PIPE & FITTINGS**

All ductile iron pipe and fittings shall have an asphaltic seal coat on their cement-mortar linings. The coatings shall meet the requirements of ANSI/NSF Standard 61, Drinking Water System Components - Health Effects, and be approved for contact with drinking water.

**MEASUREMENT AND PAYMENT**

Asphaltic seal coat for ductile iron pipe and fittings shall not be measured or paid for separately. This work shall include all labor, materials and equipment costs necessary to provide asphaltic seal coat of ductile iron pipe and fittings. Payment for this work shall be considered as part of the unit price for each respective ductile iron pipe and fitting unit price.

**DETAILED SPECIFICATION  
FOR  
CONCRETE DURABILITY**

**1 of 6**

**DESCRIPTION**

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

**MATERIALS**

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

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

\* Fine and coarse aggregates shall consist of natural aggregates as defined in the Michigan Department of Transportation 2012 Standard Specifications for Construction Section 902.02.A.1.

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

**Alkali-Silica Reactivity**

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

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

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

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

**DETAILED SPECIFICATION  
FOR  
CONCRETE DURABILITY**

**2 of 6**

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

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

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

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

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

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

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

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

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

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

**DETAILED SPECIFICATION  
FOR  
CONCRETE DURABILITY**

**3 of 6**

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

Air Entrainment

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

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

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

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

**DETAILED SPECIFICATION  
FOR  
CONCRETE DURABILITY**

4 of 6

**CONSTRUCTION METHODS**

Aggregate Control

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

**CONSTRUCTION METHODS**

Aggregate Control

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

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

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

Mixing

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

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

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

**DETAILED SPECIFICATION  
FOR  
CONCRETE DURABILITY**

**5 of 6**

After any additional slump water is added to the mixing chamber the mixing shall continue for a minimum of 10 seconds. Mixers shall not be used if the mixer is not clean or if the mixing blades are damaged or badly worn.

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

An authorized representative of the concrete producer shall certify that the interior of the mixer drum is clean and reasonably free of hardened concrete, that the fins or paddles are not broken or worn excessively, that the other parts are in proper working order, and that the unit has been checked by the representative within the previous 30 calendar day period to substantiate this certification. The current, signed certification shall be with the unit at all times.

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

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

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

## **CURING**

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

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

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

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

**DETAILED SPECIFICATION  
FOR  
CONCRETE DURABILITY**

**6 of 6**

**COMPLIANCE WITH STANDARDS**

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

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

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

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

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

**MEASUREMENT AND PAYMENT**

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

**DETAILED SPECIFICATION  
FOR  
ITEM #201 – GENERAL CONDITIONS, MAXIMUM \$135,000**

**1 of 2**

**DESCRIPTION**

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

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

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

**DETAILED SPECIFICATION  
FOR  
ITEM #201 – GENERAL CONDITIONS, MAXIMUM \$135,000**

**2 of 2**

**MEASUREMENT AND PAYMENT**

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

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

**PAY ITEM**

General Conditions, Maximum \$135,000

**PAY UNIT**

Lump Sum

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

**DETAILED SPECIFICATION  
FOR  
ITEM #202 - PROJECT SUPERVISION, MAXIMUM \$35,000**

**1 of 3**

**DESCRIPTION**

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

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

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

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

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

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

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

**DUTIES AND RESPONSIBILITIES**

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

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

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

**DETAILED SPECIFICATION  
FOR  
ITEM #202 - PROJECT SUPERVISION, MAXIMUM \$35,000**

**2 of 3**

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

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

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

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

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

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

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

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

**ADDITIONAL PERFORMANCE REQUIREMENTS**

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

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

**DETAILED SPECIFICATION  
FOR  
ITEM #202 - PROJECT SUPERVISION, MAXIMUM \$35,000**

**3 of 3**

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

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

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

**MEASUREMENT AND PAYMENT**

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

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

<b><u>PAY ITEM</u></b>	<b><u>PAY UNIT</u></b>
Project Supervision, Maximum \$35,000	Lump Sum

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

**DETAILED SPECIFICATION  
FOR  
ITEM #203 – MINOR TRAFFIC CONTROL, MAXIMUM \$65,000**

**1 of 3**

**DESCRIPTION**

The work shall include, but is not limited to the following:

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

This work shall consist of protecting and maintaining vehicular and pedestrian traffic, in accordance with Sections 104.11 and 812 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction; Part 6 of the 2011 Edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD); and the City of Ann Arbor Standard Specifications for Construction, except as modified herein.

**MATERIALS, EQUIPMENT, AND CONSTRUCTION METHODS**

Materials and equipment shall meet the requirements specified in the above designated sections of the MDOT 2012 Standard Specifications for Construction.

The Contractor shall maintain traffic such that no vehicle shall be required to drive into active work areas. Patch areas which extend more than halfway across the roadway shall be removed and replaced so as to provide a minimum of half the pavement width at all times for maintaining traffic.

The Contractor shall maintain pedestrian traffic at all times. For maintaining normal pedestrian traffic while performing sidewalk and driveway repair, Plastic Drum, High Intensity, Lighted shall be placed by the Contractor as directed by the Engineer. The Contractor, when directed by the Engineer, shall place ADA compliant pedestrian barricades, "Sidewalk Closed" and/or "Cross Here" signs. The cost shall be included in this pay item and will not be paid for separately.

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

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

The Contractor shall obtain a Traffic Detour or Lane Closure Permit from the City's Project Management Services Unit, at least 48 hours in advance of any proposed lane or street closing.

**DETAILED SPECIFICATION  
FOR  
ITEM #203 – MINOR TRAFFIC CONTROL, MAXIMUM \$65,000**

**2 of 3**

Traffic on major streets should not be impacted between the hours of 7:00 a.m. to 9:00 a.m. and from 3:30 p.m. to 6:00 p.m. without written permission from the Engineer or as specified on the Lane Closure Permit. All major changes in traffic control shall be made either between 9:00 a.m. and 3:30 p.m. or between 7:00 p.m. and 6:30 a.m. in order to minimize interference with rush hour traffic. All traffic controls must be in place and ready for traffic each day by 6:30 a.m. and 3:30 p.m.

The hours of work on all local streets are 7:00 a.m. to 8:00 p.m., Monday through Saturday, or as specified on the Lane Closure Permit.

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

The Contractor shall replace missing or damaged traffic control devices as directed by the Engineer. When traffic control devices have been damaged by, or due to, the negligence of the Contractor, its subcontractors or material suppliers, the traffic control devices shall be replaced at the Contractor's expense.

The work for Minor Traffic Control, Modified shall include: furnishing and operating of miscellaneous signs and warning devices; furnishing cones; operating additional signs furnished by the City throughout the life of the Contract; furnishing and operating pedestrian traffic control devices; maintaining a safe trench during all non-working hours; maintaining access to all drives; covering conflicting existing signs and removal of these covers; and any and all other miscellaneous and/or incidental items which are necessary to properly perform the work.

The Contractor shall maintain vehicular and pedestrian traffic during the work by the use of traffic regulators, channelizing devices and signs as necessary, as directed by the Engineer, and in accordance with 2011 Edition of the MMUTCD. Typical applications for maintaining pedestrian traffic in accordance with the 2011 Edition of the MMUTCD are included in this detailed specification.

In order to maintain areas of on-street parking available for residents, the Engineer may direct the contractor to cover and uncover temporary “No Parking” signs within the project limits multiple times throughout the course of the project. Such repeated covering and uncovering of signs shall be included in this item of work and shall not be paid for separately.

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

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

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

**MEASUREMENT AND PAYMENT**

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

**DETAILED SPECIFICATION  
FOR  
ITEM #203 – MINOR TRAFFIC CONTROL, MAXIMUM \$65,000**

**3 of 3**

Costs for transporting barricades and other temporary traffic control devices shall be included in the bid prices for the individual items of work.

Minor Traffic Control, Maximum \$65,000 will be paid for on a pro rata basis with each progress payment. Measurement will be based on the ratio between work completed during the payment period and the total contract amount. When all of the work of this Contract has been completed, the measurement of this item shall be 1.0 Lump Sum.

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

**PAY ITEM**

**PAY UNIT**

Minor Traffic Control, Maximum \$65,000

Lump Sum

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

**DETAILED SPECIFICATION  
FOR  
ITEM #204 – DIGITAL AUDIO VISUAL TAPE COVERAGE**

**1 of 3**

**DESCRIPTION**

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

The audio-visual filming shall be:

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

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

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

**PRODUCTION**

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

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

**DETAILED SPECIFICATION  
FOR  
ITEM #204 – DIGITAL AUDIO VISUAL TAPE COVERAGE**

**2 of 3**

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

**COVERAGE**

The audio-visual film coverage shall include the following:

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

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

**AUDIOVISUAL FILMING SERVICES**

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

Construction Video Media  
Pre-Construction Media  
Turek Photography & Video  
Finishing Touch Photo & Video  
AllProUSA

**DETAILED SPECIFICATION  
FOR  
ITEM #204 – DIGITAL AUDIO VISUAL TAPE COVERAGE**

**3 of 3**

**MEASUREMENT AND PAYMENT**

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

<b><u>PAY ITEM</u></b>	<b><u>PAY UNIT</u></b>
Digital Audio Visual Coverage	Lump Sum

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

**DETAILED SPECIFICATION  
FOR  
ITEM #205 – CERTIFIED PAYROLL COMPLIANCE AND REPORTING**

**1 of 2**

**DESCRIPTION**

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

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

**GENERAL**

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

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

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

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

**UNBALANCED BIDDING**

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

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

**DETAILED SPECIFICATION  
FOR  
ITEM #205 – CERTIFIED PAYROLL COMPLIANCE AND REPORTING**

**2 of 2**

**MEASUREMENT AND PAYMENT**

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

**PAY ITEM**

Certified Payroll Compliance and Reporting

**PAY UNIT**

Lump Sum

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

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

**DETAILED SPECIFICATION  
FOR  
ITEM #206 – “NO PARKING” SIGN**

**1 of 1**

**DESCRIPTION**

This work shall consist of installing, maintaining and removing of "No Parking" signs and posts as outlined herein and as referenced on the plans. "No Parking" signs shall be installed in accordance with the Public Services Department Standard Specifications and the 2011 Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

**MATERIAL**

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

**CONSTRUCTION METHODS**

Prior to the commencement of any construction activity, the Contractor shall place “No Parking” signs as directed by the Engineer. The Contractor shall obtain a permit for “Temporary Permission of Reserve Parking Lane for Work Related Purposes” from the City’s Project Management Services Unit. This permit shall be obtained a minimum of 5 business days prior to the posting of “No Parking” signs.

The City will furnish "No Parking" signs to the Contractor at no cost. The Contractor shall furnish the signposts and shall securely bolt the signs to the signposts as directed by the Engineer. The Contractor shall install the signposts at least two feet deep into the ground, and there shall be a minimum of six feet and maximum of seven feet of clearance maintained between the bottom of the sign and the ground. The signs are to be placed at intervals no more than 150 feet and as necessary to eliminate parking in the construction area.

The installation of "No Parking" signs shall be in accordance with the permit. "No Parking" signs shall be installed by the Contractor, as directed by the Engineer, at least 48 hours prior to the proposed start-of-work/enforcement date. "No Parking" signs shall be covered by the Contractor, thereby allowing on-street parking, until between 48 and 24 hours prior to the start of the work. "No Parking" signs shall be covered by the Contractor whenever there is no work being performed for a period of time longer than 72 hours. "No Parking" signs shall be returned to the City upon the completion of work. The cost of unreturned signs will be back charged to the Contractor.

**MEASUREMENT AND PAYMENT**

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

**PAY ITEM**

**PAY UNIT**

“No Parking” Sign

Each

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

**DETAILED SPECIFICATION  
FOR  
ITEM #207 –TYPE III LIGHTED BARRICADE, FURN & OPER  
ITEM #208 – SIGN, PORTABLE, CHANGEABLE MESSAGE, FURN & OPER  
ITEM #209 – PLASTIC DRUM, LIGHTED, FURN & OPER  
ITEM #210 – TEMPORARY TYPE B SIGNS, FURN & OPER  
ITEM #211 – TEMPORARY TYPE B SIGN, SPECIAL, FURN & OPER  
ITEM #212 – SIDEWALK BARRICADE, FURN & OPER  
ITEM #213 – LIGHTED ARROW, TYPE C, FURN & OPER**

1 of 2

**DESCRIPTION**

This work shall consist of protecting and maintaining vehicular and pedestrian traffic in accordance with Sections 140.11, 812, and 922 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction; Part 6 of the 2011 Edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD); and the City of Ann Arbor Standard Specifications for Construction, except as modified herein.

**MATERIALS, EQUIPMENT, AND CONSTRUCTION METHODS**

Materials and equipment shall meet the requirements specified in the above designated sections of the MDOT 2012 Standard Specifications for Construction, and be furnished and operated as directed by the Engineer.

The Contractor shall maintain traffic such that no vehicle shall be required to drive into active work areas. Patch areas which extend more than halfway across the roadway shall be removed and replaced so as to provide a minimum of half the pavement width at all times for maintaining traffic.

The Contractor shall maintain pedestrian traffic at all times. For maintaining normal pedestrian traffic while performing sidewalk and driveway repair, Sidewalk Barricades shall be placed by the Contractor, as directed by the Engineer. "Sidewalk Closed" and/or "Cross Here" signs shall be placed, by the Contractor, when directed by the Engineer.

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

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

Parking violation citations issued to the Contractor, subcontractor, and material suppliers including each of their respective employees shall be enforced under appropriate City Code.

Pedestrian barricades shall extend the full width of the sidewalk; be orange or white in color, with orange and white reflective sheeting; and be fully ADA compliant.

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

Lighted plastic drums shall be sufficiently ballasted to minimize tipping.

**DETAILED SPECIFICATION  
FOR  
ITEM #207 –TYPE III LIGHTED BARRICADE, FURN & OPER  
ITEM #208 – SIGN, PORTABLE, CHANGEABLE MESSAGE, FURN & OPER  
ITEM #209 – PLASTIC DRUM, LIGHTED, FURN & OPER  
ITEM #210 – TEMPORARY TYPE B SIGNS, FURN & OPER  
ITEM #211 – TEMPORARY TYPE B SIGN, SPECIAL, FURN & OPER  
ITEM #212 – SIDEWALK BARRICADE, FURN & OPER  
ITEM #213 – LIGHTED ARROW, TYPE C, FURN & OPER**

2 of 2

Sufficient signs shall be provided by the Contractor to insure the safety of the workers and the general public in accordance with the 2011 Edition of the MMUTCD.

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

**MEASUREMENT AND PAYMENT**

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

Costs for transporting barricades and other temporary traffic control devices shall be included in the bid prices for the individual items of work.

For Type III Barricades, Channelizing Devices, Plastic Drums, Portable Changeable Message Signs, and Sidewalk Barricades payment shall be for the maximum quantity used at each project location at any one time.

For Temporary Type B Signs, payment shall be for the quantity used at each project location.

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

<b><u>PAY ITEM</u></b>	<b><u>PAY UNIT</u></b>
Type III Lighted Barricade, Furn & Oper	Each
Sign, Portable, Changeable Message, Furn & Oper	Each
Plastic Drum, Lighted, Furn & Oper	Each
Temporary Type B Signs, Furn & Oper	Sq Ft
Temporary Type B Sign, Special, Furn & Oper	Each
Sidewalk Barricade, Furn & Oper	Each
Lighted Arrow, Type C, Furn & Oper	Each

**DETAILED SPECIFICATION  
FOR  
ITEM #214 – CLEAN-UP & RESTORATION, SPECIAL, MAXIMUM \$25,000**

**1 of 1**

**DESCRIPTION**

This item of work shall conform to Division IX, Section II, “Clean-Up & Restoration” of the Public Services Area Standard Specifications, except as specified herein.

This work shall include the removal of all surplus materials from the site including; but not limited to; tools, dirt, rubbish, construction debris, and excess excavated material. This work shall also include the restoration of all existing lawn areas, road surfaces, culverts, drives, and sidewalks disturbed by the work.

**CONSTRUCTION METHODS**

Cleanup and Restoration must be performed upon the completion of each stage of work, to prevent erosion, and not as one single operation at the completion of the entire project. Restoration work must be performed within one week of the placement of the wearing course for each street.

The Contractor shall restore all disturbed areas to better than or equal to their original condition.

**MEASUREMENT AND PAYMENT**

Measurement and payment for this item of work shall conform to Division IX, Section 2, “Clean-Up & Restoration” of the Public Services Area Standard Specifications except as modified herein.

The completed work for “Clean-Up & Restoration, Special, Max \$25,000” will be paid for on a lump sum (LS) basis. 80% of said lump sum shall be paid upon completion and approval of the site by the Engineer. By May 31<sup>st</sup> of the year following the completion of the project, the Engineer will inspect the seeded turf to ensure that the end product is well established; weed free, and in a growing and vibrant condition. If the Engineer determines that the restored areas meet the project requirements, the remaining 20% of the lump sum will be paid. If the Engineer determines that the restored areas do not meet the project requirements, the Contractor will continue with any and all measures necessary to meet the project requirements. All costs associated with the remedial measures shall be borne entirely by the Contractor.

**Pay Item**

Clean-Up & Restoration, Special, Max \$25,000

**Pay Unit**

Lump Sum

**DETAILED SPECIFICATION  
FOR  
ITEM #215 - TEMPORARY PEDESTRIAN TYPE II CHANNELIZER**

**40 of 93**

**DESCRIPTION**

This work consists of furnishing, installing, maintaining, relocating, and removing temporary pedestrian channelizers as identified in the proposal or on the plans. Use temporary pedestrian channelizers to guide pedestrians along a temporary non-motorized facility, and to create separation of pedestrians from construction areas near existing facilities. Replace damaged temporary pedestrian Type II channelizers as directed by the Engineer.

**MATERIALS**

Provide a temporary pedestrian channelizer that is crashworthy according to the *National Cooperative Highway Research Program Report 350* (NCHRP 350) or *Manual for Assessing Safety Hardware* (MASH), in addition to meeting the following requirements:

1. Ensure the channelizer is designed to interconnect to maintain continuous delineation along the entire installation. This includes provisions to accommodate non-linear alignment as well as variations in elevation.
2. Ensure the top surface of the channelizer is designed to function as a hand-trailing edge, and have a height between 32 and 38 inches. Ensure this top surface is designed to have a 2 inch horizontal gap between the top edge and the support (if so equipped), to allow for continuous hand-trailing without obstructions. Ensure the lower edge of the channelizer is no more than 2 inches above the surface of the non-motorized facility. Ensure the top edge of the bottom rail of the channelizer is a minimum of 8 inches above the surface of the non-motorized facility or the channelizer may have a solid continuous face. Finally, all features on the front face of the channelizers (the face in contact with pedestrians) must share a common vertical plane.
3. Equip both sides of the channelizer with bands of alternating 6-inch wide orange and white vertical stripes of reflective sheeting. Two bands of sheeting 6 inches tall and a minimum of 36 inches long containing at least two orange and two white stripes each are required. One band placed near the top and one near the bottom if the channelizer section has a solid face. If the channelizer consists of two rails, affix one band of sheeting to each rail. Ensure the stripes of reflective sheeting are aligned vertically. Ensure this sheeting meets or exceeds the requirements of *ASTM D 4956* Type IV sheeting.

**CONSTRUCTION**

Deploy the temporary pedestrian Type II channelizer in accordance with the manufacturer's recommendations, the Michigan Manual on Uniform Traffic Control Devices (MMUTCD), the plans, and the following requirements:

1. Install the channelizer as shown on the plans and as directed by the Engineer. Interconnect all channelizers using hinge components if necessary to ensure a continuous detectable edge for the entire installation. Ensure the channelizers are ballasted according to the manufacturer's recommendations to ensure stability during wind events and contact with pedestrians.
2. When the channelizers are installed near motor vehicle traffic, ensure reflective sheeting is visible to motorists providing appropriate delineation for the pedestrian path.

**DETAILED SPECIFICATION  
FOR  
ITEM #215 - TEMPORARY PEDESTRIAN TYPE II CHANNELIZER**

**2 of 93**

3. If sections of multiple colored barriers are used (i.e safety orange and white), install the sections such that the colors alternate to increase conspicuity.

4. Ensure temporary pedestrian Type II channelizers are not used to guide pedestrian traffic on a motor vehicle facility in the presence of active traffic. This prohibition includes bicycle/shared use lanes or shoulders in the presence of active traffic. Ensure temporary pedestrian channelizers are not used to channelize motor vehicle traffic, or separate motor vehicle and pedestrian traffic.

**MEASUREMENT AND PAYMENT**

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

<b>Pay Item</b>	<b>Pay Unit</b>
Pedestrian Type II Channelizer, Temp .....	Foot

**Pedestrian Type II Channelizer, Temp** includes all labor, equipment, and materials to furnish, install, maintain, relocate and remove rails or wall sections, supports, ballast, and hinge points at the locations shown on the plans. This includes all rails or wall sections, supports, ballast, hinge points, and miscellaneous hardware needed to construct the channelizer or system of channelizers.

**DETAILED SPECIFICATION  
FOR  
ITEM #216 - TEMPORARY PEDESTRIAN PATH**

**42 of 93**

**DESCRIPTION**

This work consists of furnishing, installing, maintaining, and removing a temporary pedestrian path as identified in the proposal or on the plans. Temporary pedestrian paths, or segments thereof, will be repaired or replaced as directed by the Engineer.

**MATERIALS**

Provide materials to construct a temporary pedestrian path in accordance with the contract, the *Public Right of Way Accessibility Guidelines (PROWAG)*, the *MMUTCD*, as directed by the Engineer, and the following requirements:

1. Ensure the materials used to construct the temporary pedestrian path yields a continuous hard surface that is firm, stable and skid resistant. Ensure the path does not warp, buckle or otherwise become uneven, and materials support the weight of pedestrians as well as motorized scooters and wheelchairs. Suitable materials to construct the path include asphalt materials, Oriented Strand Board (OSB), plywood, dimensional lumber, reclaimed, or other as approved by the Engineer. Compacted soils, aggregate and sand are prohibited.
2. If asphalt materials are not used to construct the path, provide an antiskid coating, or surface treatment as directed by the Engineer.

**CONSTRUCTION**

Construct the temporary pedestrian path in accordance with *PROWAG*, the *MMUTCD*, the contract, the direction of the Engineer, and the following:

1. The useable surface of the path must be a minimum of 48 inches wide, additional width may be provided to preclude the use of Temporary Pedestrian Passing Spaces (paid for separately). A minimum width of 60 inches is required if Temporary Pedestrian Passing Spaces are not provided as part of the temporary facility. The maximum cross slope for the path is 2 percent. The path, including transitions to the adjacent surface at both ends, must be free of vertical discontinuities greater than 1/4 inch. Eliminate any vertical discontinuities greater than 1/4 inch up to 1/2 inch or bevel with a slope not steeper than 1:2. If a vertical discontinuity greater than 1/2 inch or a running slope greater than 1:20 occurs on the project, a Temporary Pedestrian Ramp (paid for separately) is required.
  - A. Ensure an anti-skid surface treatment is applied to the surface of the path, if not constructed with asphalt materials, as directed by the Engineer.
  - B. If the surface of the path is constructed from OSB, plywood, or dimensional lumber securely connect all sections with appropriate fasteners to ensure a continuous, uniform and flat surface.
2. Ensure all debris and construction materials is cleared from the path throughout its use. Ensure snow and ice is removed; the use of an approved de-icing agent may be required.
3. Repair or replace the path, or segments thereof, if it becomes uneven, unstable, or displaces due to weather events, construction activities, or other causes as directed by the Engineer.

**DETAILED SPECIFICATION  
FOR  
ITEM #216 - TEMPORARY PEDESTRIAN PATH**

**2 of 93**

4. Following the use of the temporary path, the Contractor must remove and dispose all materials used to construct the path, and restore the area as directed by the Engineer.

**MEASUREMENT AND PAYMENT**

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

<b>Pay Item</b>	<b>Pay Unit</b>
Item 219: Pedestrian Path, Temp .....	Foot

**Pedestrian Path, Temp** will be measured along the centerline of the path. **Pedestrian Path, Temp** includes all costs related to installation, maintenance, restoration, and removal of the path and disposal of all associated materials throughout the life of the contract.

**DETAILED SPECIFICATION  
FOR  
ITEM #217 - TEMPORARY PEDESTRIAN RAMP**

**44 of 93**

**DESCRIPTION**

This work consists of furnishing, installing, maintaining, relocating, and removing a temporary pedestrian ramp as identified in the proposal or on the plans. Use temporary pedestrian ramps to facilitate pedestrian travel on accessible facilities over curbs or other uneven terrain features with a vertical difference of 1/2 inch or greater. Damaged pedestrian ramps will be replaced as directed by the Engineer.

**MATERIALS**

Provide materials to construct a temporary pedestrian ramp in accordance with the *Americans with Disabilities Act (ADA)*, the standard specifications, and the following:

1. Ensure the material used to construct the temporary pedestrian ramp is firm, stable, skid resistant, and forms a continuous hard surface. Ensure the surface does not warp, buckle or otherwise become uneven, and materials support the weight of pedestrians as well as motorized scooters and wheelchairs. Suitable materials to construct the surface of the ramp include asphalt materials, Oriented Strand Board (OSB) or plywood, dimensional lumber, certain reclaimed or other materials as approved by the Engineer. Compacted soils, aggregate and sand are prohibited.
2. Provide a handrail on both sides of the ramp if the ramp is not exposed to vehicle traffic and has a total rise greater than 6 inches, and a length greater than 72 inches. Ensure the handrail is between 1.25 and 1.5 inches wide and configured to be a “graspable” cross-section. See construction subsection 2.A for additional details. When the ramp is exposed to traffic, in lieu of handrails, use a protective edge 2.5 inches minimum height above the ramp surface or 1:10 flare on both sides of the ramp.
3. Ensure the surface of the ramp is free draining; in addition, provide features that allow drainage to move past the ramp installation (i.e. along the gutter pan underneath the ramp if the ramp is installed on a curb).
4. Provide materials to construct detectable edging along open sides of the ramp if required.
5. If asphalt materials are not used to construct the surface of the ramp, provide an antiskid coating or surface treatment approved by the Engineer.

**CONSTRUCTION**

Construct the temporary pedestrian ramp in accordance with the manufacturer’s recommendations (if applicable), *ADA*, the plans, and the following:

1. Ensure the useable surface of the ramp is 48 inches wide and does not deflect due to pedestrian traffic. Ensure an anti-skid surface treatment is applied to the useable area of the ramp if it is not made from asphalt materials. The maximum cross slope of the ramp is 2 percent. Ensure both ends of the ramp smoothly transitions to the adjacent surface, with 1/4 inch or less vertical difference.

Construct the ramp to maintain a longitudinal slope from 1:10 to 1:12 where possible. Otherwise, a longitudinal slope from 1:8 to 1:10 may be used for a maximum rise of 3 inches. Temporary pedestrian ramps with longitudinal slopes greater than 1:8 are prohibited.

**DETAILED SPECIFICATION  
FOR  
ITEM #217 - TEMPORARY PEDESTRIAN RAMP**

**2 of 93**

A. Provide a handrail on both sides of the ramp if required as stated herein. Ensure the top of the handrail is between 34 and 38 inches above the surface of the ramp. Ensure a minimum width of 36 inches is maintained between the handrails, with a minimum clearance of 1.5 inches behind and 18 inches above.

Construct the handrail such that the bending stress applied by a bending moment created by a 250 pound force is less than the allowable stress for the materials and the construction of the handrail. Construct the handrail to withstand the shear stress induced by a 250 pound force. Ensure all fasteners, mounting devices and support structures are also able to withstand shear stress induced by a 250 pound force.

2. Construct a detectable edging anytime a handrail is required, and anytime the path changes direction. This includes a turn onto the ramp from the path. Detectable edging must begin a maximum of 2.5 inches above the ramp surface, and extend at least 6 inches above the ramp surface.

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

4. Avoid locating ramps in areas of drainage collection, ponding or running water, which can produce slippery or unsafe conditions. If the ramp is located over a gutter pan or other drainage structure, provide features to facilitate water movement around or under the ramp as approved by the Engineer.

5. Ensure all debris and construction material is cleared from the surface of the ramp throughout its use. Ensure snow and ice is removed; the use of an approved de-icing agent may be required. Repair or replace the ramp if it becomes uneven, unstable, or displaced due to weather events, construction activities, or other causes as directed by the Engineer.

**MEASUREMENT AND PAYMENT**

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

<b>Pay Item</b>	<b>Pay Unit</b>
Pedestrian Ramp, Temp .....	Each

**Pedestrian Ramp, Temp** includes all labor, equipment, and materials to furnish, install and remove a temporary pedestrian ramp at the locations shown on the plans, as well as all costs for maintaining, clearing debris, deicing, reconfiguring, and relocating the temporary pedestrian ramp throughout the life of the contract.

**DETAILED SPECIFICATION  
FOR  
ITEM #218 – PROTECTING AND PRESERVING IRRIGATION SYSTEMS**

**1 of 2**

DESCRIPTION

This work shall consist of all labor, materials, and equipment necessary to investigate, locate, save and protect from damage, ensure continued and proper operation during the performance of the project work, re-establish operation as necessary, and upon completion of all project work, ensure that all existing sprinkler systems located within the project limits, or those affected by the project, are functioning in a satisfactory manner as determined by the Engineer.

MATERIALS - None specified.

CONSTRUCTION

The Contractor shall be aware that properties located within the project limits have underground sprinkler systems that irrigate both private property and portions of the public right-of-way. The irrigation systems have been installed by a variety of private installers and may utilize several different materials and/or suppliers of the various components. Portions of the existing irrigation systems have been installed under paved areas, extend into landscaped islands, or may be required to be located within such areas at the conclusion of the project's construction.

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

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

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

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

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

**DETAILED SPECIFICATION  
FOR  
ITEM #218 – PROTECTING AND PRESERVING IRRIGATION SYSTEMS**

**2 of 2**

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

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**

Irrigation System, Protection and Maintenance

Lump Sum

The approved price for this item shall include all labor, material, and equipment costs required to complete the work.

**DETAILED SPECIFICATION  
FOR  
ITEM #220 – ADJUST STRUCTURE COVER, MODIFIED  
ITEM #221 – ADDITIONAL DEPTH STRUCTURE ADJUST/REPAIR**

**1 of 2**

DESCRIPTION

This work shall consist of the final adjustment of existing public utility structure covers, including monument boxes, in accordance with Section 403 of Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, as herein specified, and as directed by the Engineer.

MATERIALS

The concrete used for encasing the final adjustment of all structure covers shall meet the requirements for P-NC concrete (658 lb/cyd) as specified in Section 601 of the MDOT 2012 Standard Specifications for Construction.

CONSTRUCTION METHODS

Manhole covers, water valve boxes and all other public utility underground access or control point covers shall be adjusted to conform to the finished surface section and elevation. The adjusting of castings in areas of concrete pavement or lawn shall be performed in a one-step process. The adjusting of castings in a HMA pavement area shall be done in two steps: step one is the lowering of the structure cover to below the subgrade elevation and plating of the structure; step two is the final adjustment to finish grade made prior to placing the HMA top surface.

All structures final adjustment are to be to the elevation, which results in their top surface being flush with the finished grade. The work is to be accomplished and checked by using a 10-foot straight edge parallel with the pavement centerline. Failure to meet these conditions will result in the readjustment of the structure and finish patching of the area, as directed by the Engineer, at the Contractor's expense.

All private utility manhole and valve covers (Edison, Gas, Ameritech, etc.) will be adjusted during this project by the Utility. It is the responsibility of the Contractor to coordinate with these private utilities by giving adequate notice and arranging for any adjustment of structures or valves by these utilities.

The transporting of replacement castings from and/or salvaged castings to the City of Ann Arbor Utilities Yard, at the W.R. Wheeler Service Center at 4251 Stone School Road, Ann Arbor, MI 48108, shall be considered included in the items of work "Drainage Structure Covers, Adjust, Modified". All salvaged covers and castings (of any type) shall be returned by the Contractor, at his expense, to the City's Yard at 2000 South Industrial Highway within two days from the date of their removal.

All drainage structures covers, utility covers, monuments, and gate valve boxes shall be backfilled with Grade HE concrete from the depth of excavation necessary for adjustment to an elevation 2" below the top flange or adjusted casting. This material shall be included in this item of work and will not be paid for separately.

The Contractor shall replace covers and/or castings, as directed by the Engineer.

There is a possibility that the Contractor may find hidden utility structures during the work. It is the Contractor's responsibility to inform the respective utility owner(s) of the findings. In such instances, the City may direct the Contractor to adjust the structure(s) to grade. This work will be paid as Adjust Structure Cover, Modified.

**DETAILED SPECIFICATION  
FOR  
ITEM #220 – ADJUST STRUCTURE COVER, MODIFIED  
ITEM #221 – ADDITIONAL DEPTH STRUCTURE ADJUST/REPAIR**

2 of 2

**MEASUREMENT AND PAYMENT**

The completed work as measured for Adjust Structure Cover, Modified will be paid for at the contract unit price for the following contract item:

<b><u>PAY ITEM</u></b>	<b><u>PAY UNIT</u></b>
Adjust Structure Cover, Modified	Each
Additional Depth Structure Adjust/Repair	Each

Adjust Structure Cover, Modified will be measured and paid for at the contract unit price for each structure that is adjusted, which price shall be payment in full for all labor, equipment and material needed to accomplish this work.

Where the required adjustment on a structure is more than 15 inches below the proposed finished grade of the structure, valve box, control point, or monument box, the amount of the adjustment in excess of the upper 15 inches of the finished structure, shall be measured and paid for as "Additional Depth Structure Adjust/Repair." This shall also cover the repair of manholes and structures where, less than the substantial rebuilding of the structure, as determined by the Engineer, is required.

Payment for adjusting for new drainage structures, new manholes, new valves-in-wells and new valves-in-boxes shall be included in the respective items and will not be paid for under this item. The work for adjusting these items, however, shall be performed in accordance with this special provision.

**DETAILED SPECIFICATION  
FOR  
ITEM #222 –STRUCTURE COVER, SPECIAL**

**1 of 2**

Description

This work shall consist of furnishing structure covers as detailed on the plans and as specified herein.

<u>Type of Casting</u>	<u>MDOT Designation</u>	<u>Approx. Weight (lb)</u>	<u>East Jordan Iron Works Casting No.</u>	<u>Neenah Foundry Casting No.</u>
Manhole Flange and Cover	B	400 LB	1040 w/ 1040A cover*	R-1642 w/ Type C cover*
Manhole Flange and Cover, Sanitary	Q	400 LB	1040 w/ 1040AGS cover*	R-1642 w/ Type C cover*
Barrier Curb Round Flange	K	500 LB	7045 w/ Type M2 grate	R-3031-B w/ Type S grate
Barrier Curb Double Inlet Round Flange	K	500 LB	7045 w/ Type M2 grate	R-3031-B w/ Type S grate
Gutter Inlet Round Flange	R	500 LB	7076 w/ Type M1 grate	R-3594w/ Type S grate
Gutter Double Inlet	R	N/A	N/A	N/A
Yard Drain (Bee Hive)	G	200 LB	1040, Type 02 grate	R-2560-E1
Operating Nut Access Frame and Cover	1-A	200 LB	1570Z, 2965A Cover	Equivalent (as approved)

\*Frames and covers shall have machined bearing surfaces and City of Ann Arbor custom logo. Each cover shall have the word "SANITARY", "STORM", "WATER", or a raised letter "W" cast in the surface, whichever is applicable.

Materials

The materials used for this work shall conform to Section 908.05 of the Michigan Department of Transportation 2012 Standard Specifications for Construction except as specified herein.

**DETAILED SPECIFICATION  
FOR  
ITEM #222 –STRUCTURE COVER, SPECIAL**

**2 of 2**

Construction Methods

This work shall be in accordance with Section 403 of the Michigan Department of Transportation 2012 Standard Specifications for Construction, design specifications, plans, and as specified in the related items of work for which the structure covers are provided, and except as modified herein. This work includes the removal, salvaging and transporting the existing casting and/or cover to the City Yard; and backfilling to grade per design specifications, plans, and as directed by the Engineer. .

Measurement and Payment

The completed work as measured shall be paid at the contract unit price for the following contract items (pay items):

**PAY ITEM**

Structure Cover, Special

**PAY UNIT**

Pounds

Payment for this item of work shall include all labor, materials and equipment needed to furnish and install the structure cover.

**DETAILED SPECIFICATION  
FOR  
ITEM #230 - SEWER, ANY SIZE OR DEPTH, REM  
ITEM # 231 - DR STRUCTURE, ANY SIZE OR DEPTH, REM**

**1 of 1**

**DESCRIPTION**

This work shall consist of furnishing all labor, tools, equipment, and material to remove, and dispose of off-site, sewers, and/or drainage structures, in accordance with Section 203 of the 2012 Michigan Department of Transportation Standard Specifications for Construction, and as specified herein.

**MATERIALS**

Granular Material, Class II..... Section 902

**CONSTRUCTION METHODS**

Sewers, manholes, and drainage structures shall be removed, and disposed of off-site, in such a manner as not to damage any new work, or work or material which is to remain in-place. The hole or trench resulting from the removal of the manhole, sewer, or drainage structure shall be backfilled with Granular Material, Class II, in maximum lifts of 12 inches, and be compacted to 95% of its maximum unit weight, if located within the public rights-of-way, railroad rights-of-way, or within the influence paved surfaces or structures. Otherwise, backfill shall be Engineer approved native material, compacted to 90% of its maximum unit weight, in lifts of 12 inches or less, unless otherwise noted on the plans. The resulting hole left in a structure from a sewer to be removed shall be bulkheaded with bricks and mortar to provide a watertight seal and constructed such that the remaining flow in the manhole is not impeded.

As directed by the Engineer and within two days of their removal, the Contractor shall stockpile on-site, in a location that is mutually agreeable to the Engineer and Contractor, the existing structure covers. The City of Ann Arbor’s forces will pick-up the structure covers at a time that is convenient to them and mutually agreeable to the Contractor. The Contractor shall provide the equipment and manpower to load the castings on the City’s vehicle(s) so that they can be removed from the site by the City.

**MEASUREMENT AND PAYMENT**

The completed work shall be paid for at the Contract Unit Price for the following Contract Items:

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
Sewer, Any Size or Depth, Rem .....	Foot
IDr Structure, Any Size or Depth, Rem .....	Each

Payment for the above items shall include all labor, material and equipment to complete the work of removing sewers and drainage structures of any size or depth as detailed herein.

**DETAILED SPECIFICATION  
FOR  
ITEM #240 – WATER MAIN PIPE ABANDONMENT, MODIFIED  
ITEM #241 – FIRE HYDRANT ASSEMBLY ABANDONMENT  
1 OF 2**

**DESCRIPTION**

This work shall include abandoning existing water mains, valves, valve wells, valve boxes, and fire hydrant assemblies of various sizes as required by the Plans. All work shall be done in accordance with the City of Ann Arbor Public Services Department Standard Specifications, and as directed by the Engineer.

**MATERIALS**

All materials shall meet the requirements specified in Division 7 and 9 of the MDOT 2012 Standard Specifications for Construction as follows:

Mortar Type II	Section 702
MDOT Class II Sand	Section 902
Masonry Units	Section 913

Push-on joint plugs, caps, air relief assemblies (for grouting purposes), and thrust blocks shall conform to the City of Ann Arbor Standard Specifications.

**METHODS OF CONSTRUCTION**

The Construction Methods shall meet all requirements of the City of Ann Arbor Public Services Department Standard Specifications.

Where abandoned water main, valves or valve wells are within 2.5 feet of the proposed subgrade, the pipe, valves or valve wells shall be removed completely. Where indicated on the plans or where it's necessary to remove the water main pipe, valves, wells or appurtenances in order to construct the new water main, the water main pipe, valves, wells and appurtenances shall be completely removed as part of water main abandonment. The resulting hole or trench shall be backfilled with Class II Sand, in maximum lifts of 12 inches, and be compacted to 95% of its maximum unit weight, if located within the influence paved surfaces or structures. Otherwise, backfill shall be Engineer approved native material, compacted to 90% of its maximum unit weight, in lifts of 12 inches or less, unless otherwise noted on the plans. Caps or plugs shall be installed in accordance with plans or as specified by Engineer.

For all water mains to be abandoned that are greater than 10 inches in diameter, the Contractor shall drain water from abandoned pipe to an adjacent storm sewer, fill the abandoned pipe with 400 psi (minimum) concrete grout, and backfill and compaction of the trench at all access points.

Abandoned (salvaged) valve operating nuts, fire hydrant assemblies and structure covers shall be delivered to the City of Ann Arbor Public Works Unit located at the W.R. Wheeler Service Center at 4251 Stone School Road, Ann Arbor, MI 48108 within two days of their removal. Valve boxes should be disposed of at the contractor's sole expense.

**MEASUREMENT AND PAYMENT**

The unit price for the pay "Water Main Pipe Abandonment" shall be paid for on a linear foot (LF) basis and includes all labor, material and equipment costs necessary to abandon or remove the pipe including, but not limited to, excavation, cutting of pipe, push-on joint plugs, caps and thrust blocks, brick and mortar bulkheads, grouting, the furnishing, placement, and compaction of approved granular backfill material, as required, and the removal and proper disposal off-site of excess materials. In addition, this pay item includes the removal and salvage of valves, valve boxes, and manhole rings and covers, the removal of the top 4 feet of valve wells, and breaking out the valve well base.

**DETAILED SPECIFICATION  
FOR  
ITEM #240 – WATER MAIN PIPE ABANDONMENT  
ITEM #241 – FIRE HYDRANT ASSEMBLY ABANDONMENT**

**2 OF 2**

The unit price for the pay item "Fire Hydrant Assembly Abandonment," includes all labor, material and equipment costs associated with the complete removal of the existing fire hydrant assembly, as specified herein, including but not limited to, excavation MDOT CL II Backfill and compaction; pipe cutting; thrust block removal; pipe plug; thrust block; salvaging of fire hydrant, valve and valve box and delivery of fire hydrant, valve and valve box to the City of Ann Arbor Public Works Unit located at the W.R. Wheeler Service Center at 4251 Stone School Road, Ann Arbor, MI 48108.

**PAY ITEM**

**PAY UNIT**

Water Main Pipe Abandonment, Modified

LF

Fire Hydrant Assembly Abandonment

Each

**DETAILED SPECIFICATION  
FOR  
ITEM #242 – 6 INCH TEMPORARY WATER MAIN LINE STOP  
ITEM #243 – 8 INCH TEMPORARY WATER MAIN LINE STOP  
ITEM #244 – 12 INCH TEMPORARY WATER MAIN LINE STOP  
ITEM #245 – 6 INCH TEMP WATER MAIN LINE STOP, ADDITIONAL RENTAL DAY  
ITEM #246 – 8 INCH TEMP WATER MAIN LINE STOP, ADDITIONAL RENTAL DAY  
ITEM #247 – 12 INCH TEMP WATER MAIN LINE STOP, ADDITIONAL RENTAL DAY**

**1 of 5**

**DESCRIPTION**

All water main work shall be performed in accordance with the current City of Ann Arbor Public Services Area Standard Specifications and as detailed herein. The Contractor shall furnish all materials, labor and equipment to properly install and set water main line stops into the existing water main(s) at the locations as shown on the plans or as directed by the Engineer.

If the existing mains, upstream and downstream of the proposed new water mains cannot be shut down or taken out of service, locations of proposed line stops will be identified by the Engineer. To ensure that the entire operation shall be accomplished without interruption of service or flow, the installation shall be accomplished by Contractor personnel skilled and experienced in the procedures specific to line stops of the required size(s).

The work shall include, but not be limited to; the furnishing, placement and compaction of approved bedding and backfill materials; furnishing and placing suitable, clean, gravel to create a stable working surface at the bottom of the excavation; de-watering; pipe cleaning, measuring, and performing all advance work necessary to prepare for the performance of the line stop; nighttime lighting as required; the removal of all materials and equipment associated with the work when no longer needed; and, any other items needed to complete the work as detailed on the plans and as specified herein.

**MATERIALS**

Bedding and backfill for areas contained within a segment of water main designated as Trench Detail I (under roadbed), Modified, shall be Granular Material, Class II, meeting the requirements of Section 902. For work within a segment of water main designated as Trench Detail V (outside of the 1:1 influence line of roadbed or curb and gutter), Modified, Granular Material, Class II and Engineer approved native material, placed in accordance with the trench details, shall be used.

The Contractor shall submit to the Engineer two (2) sets of drawings, furnished by manufacturers, fully and distinctly illustrated and describing the Line Stop fittings proposed to be furnished. Work shall not commence until such time as the drawings have been reviewed and accepted by the Engineer.

Line Stop Fittings shall be full encirclement, pressure retention type split tee. It shall consist of two steel weldments; an upper line stop flange saddle plate and a lower saddle plate. These two saddle plates shall be contiguous.

Line Stop Flange: The outlet of each fitting shall be machined from a 150 lb. forged steel flange (ASTM A181 or A105) or from pressure vessel quality steel plate (ASTM A285, Grade C); flat faced and drilled per ANSI B16.5). Suitable independently operated locking devices shall be provided in the periphery of the flange to secure the completion plug.

Line stop Nozzle: The nozzle, which lies between the saddle and the flange shall be fabricated from steel pipe (ASTM A234). After welding and stress relief, the nozzle shall be accurately bored as follows to accommodate the Line stop plugging head:

**DETAILED SPECIFICATION  
FOR  
ITEM #242 – 6 INCH TEMPORARY WATER MAIN LINE STOP  
ITEM #243 – 8 INCH TEMPORARY WATER MAIN LINE STOP  
ITEM #244 – 12 INCH TEMPORARY WATER MAIN LINE STOP  
ITEM #245 – 6 INCH TEMP WATER MAIN LINE STOP, ADDITIONAL RENTAL DAY  
ITEM #246 – 8 INCH TEMP WATER MAIN LINE STOP, ADDITIONAL RENTAL DAY  
ITEM #247 – 12 INCH TEMP WATER MAIN LINE STOP, ADDITIONAL RENTAL DAY**

**2 of 5**

- a) Machine an internal circular shoulder to seal against the circumferential gasket carried on the plugging head.

**Completion Plug:** The completion plug shall be machined from a stress relieved carbon steel weldment. It shall contain two (2) circumferential grooves: one to receive the locking devices from the Line stop flange, and the second to contain a compressible "O" ring to seal pressure tight against the bore of the flange.

**Blind Flange:** Each Line stop fitting shall be closed with a blind flange. Facing and drilling of the blind flange shall be compatible with that of the Line stop flange. Minimum blind flange thickness shall be that of AWWA Spec. 207, Class D.

**Saddle Alignment Marking:** Each saddle-half shall be matched and marked with serial numbers, to insure proper alignment in the field.

**Fasteners:** All bolts, studs, and nuts used on Line stop, drain/equalization fittings, blind flange, and other elements that shall remain upon completion of the work shall be stainless steel and meet the requirements of ASTM F 593.

**General:** Manufacturer will exercise extreme care to insure that weldments are of adequate strength, properly shaped, securely reinforced, and free from distortion that could stress the ductile iron main during installation, pressure tapping, or Line stopping operations. All steel shall meet the requirements of ASTM A36, as a minimum. All weldments shall be braced and stress relieved.

**Gaskets:** Shall be molded from elastomer compounds that resist compression setting and are compatible with water in the 32 to 140 deg. F temperature range.

**Upper Line stop Flange Saddle:** Shall consist of a saddle plate, a Line stop flange, and a Line Stop nozzle. The interior of the saddle plate, adjacent to and concentric with the O.D. of the nozzle, shall be grooved to retain a gasket which shall seal the saddle plate to the exterior of the ductile iron main. This gasket shall constitute the only seal between the main and the fitting. The flange saddle shall also meet the following requirements:

- a) Saddle plate shall be of a minimum of 0.375" in thickness. It shall be shaped to be concentric to the outside of the ductile iron main. The smallest I.D. of the saddle and its interior rings shall exceed the O.D. of the main by a minimum of 0.250" to allow for ovality of the main;
- b) Line stop nozzle of 0.375" min. wall thickness shall be securely welded to the saddle plate;
- c) The Line Stop flange shall be securely welded to the nozzle. After welding, the assembly shall be braced, stress relieved, and bored to receive the completion plug and the circumferential gasket of the Line Stop machine plugging head; and,
- d) Bolt, nut of stud, nut, and washer assemblies shall be furnished to draw the upper and lower saddles together for sealing. Bolting brackets shall be gusseted.

**Lower Saddle Plate:** Saddle plate shall be of a minimum 0.375" thickness and shall be shaped to be concentric to the outside brackets shall match upper half.

**DETAILED SPECIFICATION  
FOR  
ITEM #242 – 6 INCH TEMPORARY WATER MAIN LINE STOP  
ITEM #243 – 8 INCH TEMPORARY WATER MAIN LINE STOP  
ITEM #244 – 12 INCH TEMPORARY WATER MAIN LINE STOP  
ITEM #245 – 6 INCH TEMP WATER MAIN LINE STOP, ADDITIONAL RENTAL DAY  
ITEM #246 – 8 INCH TEMP WATER MAIN LINE STOP, ADDITIONAL RENTAL DAY  
ITEM #247 – 12 INCH TEMP WATER MAIN LINE STOP, ADDITIONAL RENTAL DAY**

**3 of 5**

**EQUIPMENT**

The equipment shall consist of a cylindrical plugging head that contains a flat, expandable elastomer sealing element. The plugging head shall be advanced into and retracted from the main by means of a linear actuator. When retracted, the plugging head and carrier are housed in an adapter, bolted pressure tight between the tapping valve and the actuator.

Sealing Element: The element shall be monolithically molded from a suitable polyurethane compound. The element shall be flat in a plane perpendicular to the flow in the main. Minimum thickness of the element shall be 4". The bottom of the element shall be semi-circular to conform to the bore of the main.

Drilling equipment: Shall be in good working condition, equipped with power drive to insure smooth cutting, and to minimize shock and vibration. Cutting equipment shall be carbide tipped and capable of being replaced without removal from the jobsite.

Plugging Head: The diameter of the cylindrical plugging head shall be slightly smaller than the bore of the Line Stop nozzle. The plugging head shall have a suitable circumferential gasket to seal against the shoulder in the Line stop nozzle. This gasket shall also seal against the sealing element to prevent bypass flow around the Line stop.

Deposits in Bore of Main: The semi-cylindrical bottom of the plugging head shall be designed to break and dislodge tuberculation and other deposits in the bore of the main which might interfere with a satisfactory Line stop.

**CONSTRUCTION METHODS**

Installation of proposed line stops mains will require work in close proximity to existing utilities. This must be taken into consideration when the contractor determines the required trench safety requirements. All excavation shall conform to MIOSHA Standards; the Contractor is solely responsible for determining all excavation and trench safety requirements.

If necessary, The City will reduce the pressure to 100 psig or less for the duration of the installations. The entire operation of installing the line stop shall be accomplished without reduction of water pressure in the main(s) below 100 psig. It shall be the responsibility of the Contractor to verify pressure prior to commencing the installation.

Preliminary Field Inspection of Water Main:

Dimensional, specification, and other data regarding the existing mains have been taken from existing records. This information may be inaccurate, out of date, and/or inadequate. The data have not been verified by field inspections. Further, the water main consists of ductile iron pipe which may contain dimensional and structural flaws. In addition, the Contractor shall anticipate that exterior main conditions, bells, service connections, or presence of adjoining utilities may require relocation of

**DETAILED SPECIFICATION  
FOR  
ITEM #242 – 6 INCH TEMPORARY WATER MAIN LINE STOP  
ITEM #243 – 8 INCH TEMPORARY WATER MAIN LINE STOP  
ITEM #244 – 12 INCH TEMPORARY WATER MAIN LINE STOP  
ITEM #245 – 6 INCH TEMP WATER MAIN LINE STOP, ADDITIONAL RENTAL DAY  
ITEM #246 – 8 INCH TEMP WATER MAIN LINE STOP, ADDITIONAL RENTAL DAY  
ITEM #247 – 12 INCH TEMP WATER MAIN LINE STOP, ADDITIONAL RENTAL DAY**

**4 of 5**

proposed line stop. Prior to proceeding with the installation of any line stop, it is necessary to know the exact main outside diameter of the water main, if it has any ovality,

and the internal diameter of the pipe before line stop fittings and plugging head sealing elements can be manufactured and/or ordered.

Prior to ordering material, Contractor shall excavate at each proposed location and carefully measure the outside diameter of the water main with calipers along at least four (4) locations to determine ovality and the critical outside diameter of the water main. The Contractor shall determine main wall thickness, uniformity, and structural integrity by means of ultrasonic testing. Data shall be taken to determine extent of internal deposits, tuberculation, etc..

If the Engineer determines that Contractor's data are not adequate, the Engineer may direct Contractor to make one or more pressure taps on main to obtain test pipe coupons for the Engineer's evaluation. The minimum size of the test coupon shall be 5" diameter, drilled through a nominal 6" valve. Pressure tapping saddles and other materials used for inspection taps shall conform to the requirements of this Detailed Specification. The Contractor shall anticipate that heavy interior corrosion and/or tuberculation exists within the water main.

If, in Engineer's opinion, the proposed location is unsatisfactory based on measurements of the existing pipe at the locations of the proposed line stops, the Engineer will direct excavation at another site. Excavating, de-watering, inspections, backfill, and restoration will be paid for separately in accordance with the applicable contract unit prices or Section 109.05.C and 109.05.D whichever the Engineer deems most appropriate.

Because of possible internal corrosion and deposits in existing water mains, a "bottle-tight" shut down may not occur. A satisfactory shutdown which allows the work to be accomplished (i.e. valve replacement, water main tie-in, etc.) using drainage pumps to de-water excavations, with workmen wearing boots and raingear, if necessary, must be obtained. The Contractor will not be allowed to proceed with further work until an acceptable shutdown is achieved. The Contractor shall be aware that this may require the halting of work and re-scheduling of all work operations.

Contractor shall power wire brush and grind the exterior of the water main to remove any debris, corrosion deposits, or other surface irregularities that might interfere with proper seating and sealing of each line stop fitting against each main. Any structural defects in the water main, service connections, appurtenances, adjacent utilities, etc., that could interfere with the line stop installation shall be immediately reported to Engineer.

All line stop fittings and appurtenances shall be cleaned and disinfected in accordance with the current City of Ann Arbor Public Services Area Standard Specifications prior to bolting any of the line stop fittings in place or commencing any pipe cutting.

**DETAILED SPECIFICATION  
FOR  
ITEM #242 – 6 INCH TEMPORARY WATER MAIN LINE STOP  
ITEM #243 – 8 INCH TEMPORARY WATER MAIN LINE STOP  
ITEM #244 – 12 INCH TEMPORARY WATER MAIN LINE STOP  
ITEM #245 – 6 INCH TEMP WATER MAIN LINE STOP, ADDITIONAL RENTAL DAY  
ITEM #246 – 8 INCH TEMP WATER MAIN LINE STOP, ADDITIONAL RENTAL DAY  
ITEM #247 – 12 INCH TEMP WATER MAIN LINE STOP, ADDITIONAL RENTAL DAY**

**5 of 5**

Contractor shall fit upper and lower saddle plate assemblies to main, thoroughly checking for proper fit to main. Under no circumstances shall Contractor attempt to force, reshape, or bend saddle plates by excessive tightening of saddle studs while the line stop fitting is assembled around the main. Any required retrofitting shall be accomplished with the fitting removed from the main. Any damage to fitting, accessories, or main shall be repaired at Contractor's expense to the satisfaction of Engineer.

Upper and Lower saddle halves shall be drawn together by bolt assemblies and the Saddle plates shall be bolted together in the horizontal position.

All line stop work shall be performed in accordance with the equipment manufacturers approved work procedures and installation guidelines.

Final closure of the water main shall be accomplished by insertion of a manufacturer-approved completion plug. The Contractor shall test the completion plug sealing through the use of a bleed off assembly in the machine housing.

The Contractor shall remove the temporary valve and the installation of a blind flange shall be completed.

The Contractor shall place polyethylene encasement meeting the requirements of the City of Ann Arbor Standard Specifications for Construction around the upper and lower saddle halves, the blind flange, and to a point at least 1 foot on either side of the saddle halves. All polyethylene encasement shall be securely taped to the water main such that water entry is minimized to the greatest extent possible.

**MEASUREMENT AND PAYMENT**

The unit prices for this item of work shall include all labor, material, and equipment costs to perform all the work specified in the Standard Specifications and as modified by this Detailed Specification. “Temporary Water Main Line stop, Additional Rental Day” will be paid for each day after the first installation and use day of a temporary water main line stop, regardless of size, until the line stop is no longer needed.

<b><u>PAY ITEM</u></b>	<b><u>PAY UNIT</u></b>
6 inch Temporary Water Main Line Stop	Each
8 inch Temporary Water Main Line Stop	Each
12 inch Temporary Water Main Line Stop	Each
6 inch Temporary Water Main Line Stop, Additional Rental Day	Each
8 inch Temporary Water Main Line Stop, Additional Rental Day	Each
12 inch Temporary Water Main Line Stop, Additional Rental Day	Each

**DETAILED SPECIFICATION  
FOR  
ITEM #248 - TAPPING SLEEVE, VALVE AND WELL, REMOVE**

**60 of 93**

**DESCRIPTION**

This work shall include abandoning or removing existing tapping sleeves, valves, and valve wells, of various sizes as required by the Plans. All work shall be performed in accordance with the project plans, as detailed in this Special Provision, and as directed by the Engineer.

**MATERIALS**

All materials shall meet the requirements specified in Division 7 and 9 of the MDOT 2012 Standard Specifications for Construction as follows:

Mortar Type II	Section 702
Granular Material, Class II	Section 902
Masonry Units	Section 913

All water main materials shall conform to the City of Ann Arbor requirements as detailed in the Detailed Specification and the city standards.

**METHODS OF CONSTRUCTION**

The Contractor shall remove tapping sleeve, valve, and well where shown on the Plans and as directed by the Engineer. This includes, but is not limited to, cutting the main at each end, plugging the live main at the end(s) with push-on joint plug(s) and thrust block(s), plugging the abandoned main at its end(s) with brick and mortar, concrete, or mechanical joint plug, breaking down any manholes (remove manhole ring and cover and the top 4' of manhole structure, breaking out the manhole base, and backfilling as specified herein) in the abandoned line, removing and salvaging any valves and fittings, plugging the pipe in manholes with brick and mortar, concrete, or mechanical joint plugs.

In locations as shown on the Plans or where tapping sleeves, valves or valve wells are within 30 inches of the proposed subgrade, the pipe, valves or valve wells shall be removed completely. The resulting hole or trench shall be backfilled with Granular Material, Class II, in maximum lifts of 12 inches, and be compacted to 95% of its maximum dry density, if located within the public rights-of-way, railroad rights-of-way, or within the influence of paved surfaces or structures. Applicable road pavement cross-section, per plans, shall be installed per plans and as directed by the Engineer. Otherwise, backfill shall be Engineer approved native material, compacted to 90% of its maximum dry density, in lifts of 12 inches or less, unless otherwise noted on the plans.

Abandoned (salvaged) or removed valves and manhole frames and covers shall be neatly stacked on-site in a single location so that City of Ann Arbor forces can retrieve them at a later date. The Contractor shall assist City forces by loading them into City trucks. All costs associated with storing, stockpiling, and loading valves and frames and covers into City vehicles will not be paid for separately.

“Tapping Sleeve, Valve and Well, Remove” shall include removal of the tapping sleeve and valve, reconnecting the ends of the two water mains, and abandoning the valve well.

**DETAILED SPECIFICATION  
FOR  
ITEM #248 - TAPPING SLEEVE, VALVE AND WELL, REMOVE**

**2 of 93**

**MEASUREMENT AND PAYMENT**

The completed work as measured shall be paid at the contract unit prices for the following contract items (pay items):

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
Tapping Sleeve, Valve and Well, Remove.....	Each

“Tapping Sleeve, Valve and Well, Remove” shall include all labor, materials, and equipment necessary to remove the tapping sleeve and valve including, but not limited to; excavation; cutting of pipe; furnishing and installing solid sleeve, plugging end of abandoned pipe, abandoning valve well; the furnishing, placement, and compaction of approved granular backfill material as required; and, the removal and proper disposal off-site of excess materials.

**DETAILED SPECIFICATION  
FOR  
ITEM #250 – FIRE HYDRANT ASSEMBLY**

**1 of 1**

**DESCRIPTION**

This Detailed Specification is intended to supplement the current City of Ann Arbor Standard Specifications for Construction with regard to Fire Hydrant Assembly.

**MATERIALS**

Fire hydrants shall be either the East Jordan Model Watermaster 5BR250 with traffic flange, or the Waterous Pacer Model WB67-250 with traffic flange. All fire hydrants shall have the following features: a 6 inch push-on joint connection, ANSI/AWWA C111/A21.11; one 5 inch storz connection; one 3-3/8 inch threaded Ann Arbor Standard pumper connection with 7-1/2 threads per inch and 4.05 in. O.D.; 1-3/8 inch pentagon operating and cap nuts (1-3/8 in. point-to-flat at top; 1-7/16 in. point-to-flat at base); open left; breakable flange construction; no barrel drain; and a painted red finish. Depth of bury (bottom of pipe to ground surface) is generally 6 feet but may vary depending on specific site conditions. The pumper nozzles must be 21 in. ± 3 in. above finished grade, and the breakable traffic flange must be between finished grade and 8 in. above finished grade. Fire hydrant extensions for Waterous hydrants shall be Waterous Part # K562. Extensions for East Jordan hydrants shall be hydrant model 5BR250 extension kits. All fire hydrants must be certified by Underwriters Laboratory (UL) or the National Sanitation Foundation (NSF) for use in a potable water system.

**MEASUREMENT AND PAYMENT**

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

**PAY ITEM**

**PAY UNIT**

Fire Hydrant Assembly

Each

Fire hydrant assemblies shall be measured per unit constructed and paid for on the basis of unit price each. The unit price for fire hydrant assemblies shall include a 6-inch gate valve in box, 3 lineal feet of 6 inch pipe, an approved hydrant with traffic flange, and a thrust block. Any required extension will be paid for separately, on a per each installed basis.

**DETAILED SPECIFICATION  
FOR  
ITEM #260 – PAVEMENT REMOVAL, ANY THICKNESS**

**1 of 2**

**DESCRIPTION**

This work includes removal of pavement accordance with Section 204 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications, except as modified herein, and as directed by the Engineer.

**CONSTRUCTION METHOD**

The Contractor shall sawcut and remove pavement as shown on the Plans, as marked in the field, and as directed by the Engineer. The Engineer will measure the removal of HMA surface, any thickness, overlying a material designated for removal or that is required to remain in place, as Pavement Removal. The Engineer will measure the removal of the underlying material separately.

If concrete or masonry pavements are encountered beneath the HMA surface being removed, the Engineer will measure each type of additionally encountered pavement at the unit price for Pavement Removal.

Bricks/masonry units, if present, shall removed, salvaged, and neatly stacked/stockpiled by the Contractor, and later delivered by the Contractor to a City owned facility as directed by the Engineer.

The Contractor shall remove and properly dispose of all excavated material and debris, including all asphalt and concrete. The Contractor shall not stockpile excavated materials overnight on, or adjacent to, the site.

In areas where pavement removal is to be performed adjacent to existing pavement that is to remain in place, the pavement shall be sawcut prior to removal. Backhoe teeth, jackhammers equipped with spike points, milling machines, and backhoe mounted wheel cutters shall not be used.

Damage to adjacent pavement, pavement base, subbase, curb, curb and gutter, sidewalk, utility structures, or other site features, due to removal operations shall be repaired by the Contractor, at the Contractor's expense, as directed by the Engineer.

The Contractor shall remove pavements full depth unless other shown on the plans or directed by the Engineer.

The Contractor shall construct butt-joints, and trim butt-joints just prior to HMA paving as shown on the Plans, and as directed by the Engineer.

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

**MEASUREMENT AND PAYMENT**

The areas to be removed shall be marked and measured prior to removal of any material. Measurement shall take place with both the Engineer and the Contractor (or their agents) present. Both parties shall come to an agreement regarding removal quantities prior to the actual removal of pavement.

**DETAILED SPECIFICATION  
FOR  
ITEM #260 – PAVEMENT REMOVAL, ANY THICKNESS**

**2 of 2**

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

**PAY ITEM**

**PAY UNIT**

Pavement Removal, Any Thickness

Square Yard

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

**DETAILED SPECIFICATION  
FOR  
ITEM #262 - REMOVE CONCRETE CURB OR CURB & GUTTER –  
ANY TYPE, MODIFIED  
ITEM #263 - REMOVE CONCRETE SIDEWALK, RAMP AND DRIVES –  
ANY THICKNESS, MODIFIED**

1 of 3

**DESCRIPTION**

This work shall consist of removing concrete curb, gutter, curb and gutter, integral curb, concrete pavement, sidewalk, sidewalk ramps, drive openings, and drive approach pavements as shown on the plans, as detailed in the Specifications, and as directed by the Engineer, in accordance with Section 204 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, except as specified herein, and as directed by the Engineer.

**CONSTRUCTION METHODS**

The Contractor shall remove concrete curb, gutter, curb & gutter, integral curb, pavement, sidewalk, sidewalk ramps, drive openings, and drives, all regardless of the type and thickness, and all as shown on the Plans, as detailed in the Specifications, and as directed by the Engineer.

Prior to the start of work, the Engineer and Contractor together shall identify and field measure all items to be removed.

The Contractor shall perform full-depth saw cutting at removal limits, including those necessary to construct 2-foot wide MDOT Type M drive openings, and including those necessary to provide for the partial removal of existing drive approaches as shown on the Plans, as directed by the Engineer, and as marked for removal. The Contractor shall cut steel reinforcement bars as directed by the Engineer at all areas of removal. All saw cutting shall be performed under wet conditions to prevent excessive airborne dust. All resulting slurry and debris shall be cleaned up the satisfaction of the Engineer.

The Contractor shall excavate, cut, remove stumps, remove brush, grade, and trim as needed and as directed, and shall import, furnish, fill, place, grade, and compact granular material as needed to: construct new concrete items; to repair or replace existing concrete items; to relocate existing concrete items to their new specified/directed elevations/locations, including all necessary grading at elevation changes of curb and gutter, sidewalks and ramps; and at locations where existing concrete items are to be removed and turf is to be established in its place.

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

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

The Contractor shall shape, grade, and compact the existing roadbed materials to the cross-section(s) as indicated on the Plans, as detailed in the Specifications, and as directed by the Engineer.

The Contractor shall use blade graders, maintainers, vibratory rollers, and/or other equipment as necessary, and as directed by the Engineer. The use of each specific piece of equipment is subject to the approval of the Engineer.

**DETAILED SPECIFICATION  
FOR  
ITEM #262 - REMOVE CONCRETE CURB OR CURB & GUTTER –  
ANY TYPE, MODIFIED  
ITEM #263 - REMOVE CONCRETE SIDEWALK, RAMP AND DRIVES –  
ANY THICKNESS, MODIFIED**

**2 of 3**

The Engineer may direct aggregate base materials to be either removed from or added to the job-site, to properly complete the work. Where the Engineer directs the addition of such materials, they shall be paid for as either the Item of Work: “Aggregate Base, 21AA – C.I.P.”. Where the Engineer directs such materials to be removed, they will not be paid for separately, but shall be included in the appropriate concrete removal item.

Concrete removal outside the edge-of-metal shall be paid for as the appropriate item of either “Remove Concrete Curb or Curb & Gutter - Any Type, Modified”, or “Remove Concrete Sidewalk, Ramp and Drives - Any Thickness, Modified”.

Where existing concrete curb or curb & gutter is to be replaced on a street with a concrete (or brick) base, the Engineer may direct the Contractor to remove a 1-to-2-foot wide, full-depth section of pavement and pavement base from immediately in front of the curb & gutter. As part of this pavement/base removal, the Contractor shall perform additional (double) full-depth saw-cutting along the entire removal limits, and shall take sufficient care so as not to damage and/or disturb any adjacent pavement, pavement base, and/or any other site feature, all as directed by the Engineer. The removals shall be to a sufficient width and depth to allow for the placement and removal of the curb & gutter formwork. After the removal of the formwork, the Contractor shall replace the concrete base to its original thickness and elevation(s).

Excavated/removal areas shall be adequately protected with barricades and/or fencing at all times.

Removed or excavated materials which are not incorporated into the work shall become the property of the Contractor and shall be immediately removed and properly disposed of off-site. Removed or excavated materials may not be stockpiled overnight on, or adjacent to, the site.

Subbase or subgrade materials removed without authorization by the Engineer shall be replaced and compacted by the Contractor at the Contractor's expense, with materials specified by the Engineer.

Sidewalk ramp removal shall be measured and paid for as “Remove Concrete Sidewalk, Ramp and Drives - Any Thickness, Modified”.

Integral curb and gutter that is removed as part of “Remove Concrete Pavement (Repair)” shall be measured and paid for by the square yard, along with the pavement removal quantity.

All sawcutting required for removals shall be included in the appropriate item of work, and will not be paid for separately. Payment for saw cutting to create or modify Type M openings and to allow for the partial removal of existing drives shall be included in the price of the item of work, “Remove Concrete Sidewalk, Ramp and Drives - Any Thickness, Modified”, and will not be paid for separately.

**DETAILED SPECIFICATION  
FOR  
ITEM #262 - REMOVE CONCRETE CURB OR CURB & GUTTER –  
ANY TYPE, MODIFIED  
ITEM #263 - REMOVE CONCRETE SIDEWALK, RAMP AND DRIVES –  
ANY THICKNESS, MODIFIED**

**3 of 3**

**MEASUREMENT AND PAYMENT**

Concrete removal items shall be field measured and paid for at the Contract Unit Prices for their respective Contract (Pay) Items as follows:

<b><u>PAY ITEM</u></b>	<b><u>PAY UNIT</u></b>
Remove Concrete Curb or Curb & Gutter - Any Type, Modified	Linear Foot
Remove Concrete Sidewalk, Ramp and Drives - Any Thickness, Modified	Square Foot

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

**DETAILED SPECIFICATION  
FOR  
ITEM #264 – MAINTENANCE GRAVEL**

**1 of 1**

**DESCRIPTION**

This work consists placing maintenance gravel in accordance with Section 306 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, and as directed by the Engineer.

**MATERIALS**

Maintenance Gravel material will be Dense-Graded Aggregate 21AA in accordance with that specified in Sections 306.02 and 902 of the MDOT 2012 Standard Specifications for Construction.

**CONSTRUCTION METHODS**

Maintenance Gravel will be constructed in accordance with Section 306.03 of the MDOT 2012 Standard Specifications for Construction, and as directed by the Engineer.

**MEASUREMENT AND PAYMENT**

The completed work will be paid for at the contract unit price for the following contract item (pay item).

**PAY ITEM**

**PAY UNIT**

Maintenance Gravel

Ton

Maintenance Gravel will be measured by the unit ton in accordance with Section 306.04 of the MDOT 2012 Standard Specifications for Construction, and as directed by the Engineer, and will be paid for at the unit price per ton. The unit price for this contract item includes all labor, material, and equipment costs required to perform the work.

**DETAILED SPECIFICATION  
FOR  
ITEM #265 - SUBGRADE UNDERCUTTING AND BACKFILL - TYPE IIB, MODIFIED**

**1 of 1**

**DESCRIPTION**

This work includes removal of unsuitable subgrade material(s) in the areas and limits identified by the Engineer, and backfill with Class II Granular Material in accordance with the City of Ann Arbor Standard Specifications for Construction and the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, except as herein specified.

**MATERIALS**

Provide materials in accordance with Granular Material Class II and 21AA dense-graded aggregate as specified in section 902 of the MDOT 2012 Standard Specifications for Construction.

**CONSTRUCTION METHOD**

After the pavement has been removed, and/or after rough/finish grading, and/or at the time of proof rolling, the Engineer may inspect the grade to determine the need for, and the limits of, undercuts. After undercut areas are excavated to the depths as directed by the Engineer, the areas shall be trimmed, shaped, evenly graded and re-compacted to not less than 95% of the soils maximum unit weight as determined by the AASHTO T-180 test. The Contractor shall properly dispose of all excess materials.

Backfill areas of Subgrade Undercutting, Type IIB with Granular Material Class II or such other such material as directed by the Engineer. The backfill material shall be compacted to not less than 95% of its maximum unit weight as determined by the AASHTO T-180 test.

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

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

**MEASUREMENT AND PAYMENT**

These items of work shall be measured for payment by calculating the volume of the undercut excavation prior to the placement of backfill. The completed work as measured for these items of work will be paid for at the Contract Unit Price for the following Contract (Pay) Item:

**PAY ITEM**

Subgrade Undercutting and Backfill, Type IIB, Modified

**PAY UNIT**

Cubic Yard

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

**DETAILED SPECIFICATION  
FOR  
ITEM #266 – MACHINE GRADING, MODIFIED, THIRD  
ITEM #267 – MACHINE GRADING, MODIFIED, MOSLEY**

**1 of 2**

**DESCRIPTION**

This work shall consist of constructing earth grades by excavating, cutting, filling, trimming, and grading; general restoration, and sign removals in accordance with the Detailed Specifications elsewhere herein; and maintaining the work in a finished condition until such time that it is accepted by the Engineer. This work shall be done as shown on the Plans, as detailed in the Specifications, and as directed by the Engineer, and in accordance with Section 205 of the 2012 edition of the MDOT Standard Specification for Construction, except as specified herein.

**CONSTRUCTION METHOD**

The Contractor shall construct earth grades as required to develop the typical and/or detailed cross-section(s) as shown on the Plans, as detailed in the Specifications, and as directed by the Engineer. This shall include, but not be limited to, the excavation of miscellaneous concrete and miscellaneous HMA pavement, soil, rocks of any size, stumps, trees less than 8 inches, logs, and bricks; the removal and proper disposal off-site of surplus excavated material; the scarifying, plowing, disking, moving and shaping of earth; the trimming, grading, compaction and proof-rolling of the prepared subgrade; the importing, furnishing, placement and compaction of embankment and/or fill materials; the full depth saw-cutting of pavement at the removal limits; the grading of sideslopes; general restoration in accordance with the Detailed Specifications elsewhere herein and the general items of the work as specified herein. Road subbase and base materials shall be paid for separately.

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

The Contractor shall remove, salvage, deliver to any location within the City limits, and neatly stack/stockpile all bricks, if present, as directed by the Engineer.

The Contractor shall remove other surface features, including signs, located within the grading limits and not otherwise identified, as directed by the Engineer. Signs shall be salvaged and provided to City as directed by the Engineer.

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

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

The Contractor shall not use rubber-tired equipment on the subgrade, when its use causes or may cause, in the opinion of the Engineer, damage to the subgrade. The Contractor shall conduct its operation(s), and provide all necessary equipment, to insure the satisfactory completion of the work without damaging the subgrade. This includes the transporting, stockpiling, rehandling, and movement of materials over additional distances, in lieu of driving on an unprotected, or partially unprotected, subgrade.

**DETAILED SPECIFICATION  
FOR  
ITEM #266 – MACHINE GRADING, MODIFIED, THIRD  
ITEM #267 – MACHINE GRADING, MODIFIED, MOSLEY**

**2 of 2**

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

The Contractor shall perform all rough and/or finish grading and compaction to the grades shown on the Plans, as detailed in the Specifications, and as directed by the Engineer.

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

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

The Contractor shall take any and all steps necessary to avoid interruption in the mail delivery, and solid waste, recycling, and compostable pick-up within the project limits. This shall include the temporary relocation of mailboxes, where required by the Engineer, as well as moving of all solid waste/recycling/compost containers to the nearest cross street.

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

Butt joints are included in the pay item "Machine Grading".

Topsoil, seeding, fertilizer, and mulch shall be paid for as items "Fertilizer, Chemical Nutrient", "Mulch Blanket, High Velocity", "Seeding, Mixture THM", and "Topsoil Surface, Furn, 4 inch."

**MEASUREMENT AND PAYMENT**

Measurement for payment for the item "Machine Grading" shall be in 100-foot stations along the road centerline within the limits of the work and shall include both sides of the road. At intersections, measurements shall be along only one of the streets. Machine grading shall be paid only once, regardless of any additional re-working that may be required.

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

**PAY ITEM**

Machine Grading, Modified \_\_\_\_\_

**PAY UNIT**

Station

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

**DETAILED SPECIFICATION  
FOR  
ITEM #268 – FLOWABLE FILL**

**1 of 2**

DESCRIPTION

This work consists of furnishing and placing flowable fill as backfill material at miscellaneous locations as shown on the plans, and as directed by the Engineer.

MATERIALS

Provide flowable fill material, as directed by the Engineer, meeting one the following mixes:

1. Portland cement, fly ash, and water.
2. Portland cement, granular material, fly ash, and water.
3. Fly ash, granular material, and water.

Provide materials in accordance with the following requirements:

		<sup>(3)</sup> <u>Specific Gravity</u>
Portland Cement	MDOT Section 901	3.15
Fly Ash	<sup>(1)</sup> ASTM C 618(I)	2.40
Granular Material, Cl II	<sup>(2)</sup> MDOT Section 902	2.60
Water	MDOT Section 911	1.00

Note: Reference to MDOT relates to applicable sections of the Michigan Department of Transportation 2012 Standard Specifications for Construction.

<sup>(1)</sup>Except there is no limit on the loss of ignition.

<sup>(2)</sup>Except that 100% shall pass 3/4-inch sieve.

<sup>(3)</sup>Specific gravity values used for mix proportions given. If material used differs from these values make appropriate adjustments as required to achieve an acceptable mixture.

Acceptable mixtures for flowable fill are as follows:

1. FF Mix Number One  
Cement Stabilized Fly Ash Mixture (Class F Fly Ash)

Portland Cement	100 lbs/cyd
Fly Ash (Class F)	2000 lbs/cyd
Water	Sufficient amounts to produce the desired flowability (approx. 80 gal/cyd)

2. FF Mix Number Two  
Controlled Density Fill Mixture (Class F Fly Ash)

Portland Cement	50 lbs/cyd
Fly Ash (Class F)	500 lbs/cyd
Granular Material	2600 lbs/cyd
Water	Sufficient amounts to produce the desired flowability (approx. 50 gal/cyd)

**DETAILED SPECIFICATION  
FOR  
ITEM #268 – FLOWABLE FILL**

**2 of 2**

3. FF Mix Number Three  
Controlled Density Fill Mixture (Class C Fly Ash)

Fly Ash (Class C)	300 lbs/cyd
Granular Material	2600 lbs/cyd
Water	Sufficient amounts to produce the desired flowability (approx. 50 gal/cyd)

**CONSTRUCTION**

Furnish and place flowable fill at miscellaneous locations as shown on the plans, and as directed by the Engineer.

All flowable fill, after setting, is intended to be removable by conventional mechanical excavation methods.

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

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
Flowable Fill (Backfill).....	Cubic Yard

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

Flowable fill used at the Contractor’s option will not be paid for separately but shall be included either in the bid price(s) for the associated work item(s), or in the bid price for the item of work “General Conditions, Max \$\_\_\_”.

**DETAILED SPECIFICATION  
FOR  
ITEM #269 – NON-HAZARDOUS CONTAMINATED MATERIAL**

**1 of 2**

**DESCRIPTION**

This work shall include all labor, equipment, laboratory testing, and materials necessary to handle, transport, and dispose of non-hazardous contaminated material as described herein, as shown on the plans, and as directed by the Engineer.

If non-hazardous contaminated soils within the roads rights-of-way on Third and Mosley are encountered, then these soils shall not be used elsewhere or disposed of in a manner inconsistent with this special provision, or applicable federal, state, or local regulations unless otherwise directed by the Engineer.

The Contractor shall be aware that soils within the City of Ann Arbor and Washtenaw County contain levels of naturally-occurring, regulated, elemental metals.

With the exception of Armen Cleaners located at 630 S Ashley St, the City of Ann Arbor is unaware of any previous activities that would have contaminated the existing soils by a hazardous substance as a result of human activity.

In accordance with the applicable project requirements, all excavated material shall become the property of the Contractor. Any excavated material that cannot be incorporated into the project work, in accordance with the material requirements of the work being performed, must be properly disposed of off-site by the Contractor. Consequently, in-situ excavated soils that do not exhibit odors, discoloration, or other indications of contamination are not required to be disposed of in a landfill and may be disposed of by the Contractor by the method of their choice. The City of Ann Arbor suggests a disposal method that minimizes future human contact with the soil or the soil's contact with a water course or ground water sources. The Contractor shall ultimately be responsible for any disposal method they choose.

The Contractor's submittal of a bid for this project shall be considered prima facie evidence that they have considered these facts and have included all necessary resources to perform all work of this project and to properly dispose of excavated soils from this project off-site.

**METHOD OF CONSTRUCTION**

This work shall be performed in accordance with Sections 204 and 205 of the MDOT 2012 Standard Specifications for Construction, and City of Ann Arbor standards, except as modified herein or as directed by the Engineer.

The Contractor shall have all manifests signed by its representative, the Engineer's representative, the authorized representative of the waste hauler and the waste disposal facility.

Non-Hazardous contaminated material shall be excavated as shown on the plans and/or as directed by the Engineer.

Excavated non-hazardous contaminated material which is to be temporarily stockpiled shall be placed on plastic sheeting or tarps having a minimum thickness of 6 mils or in trucks, roll-off boxes, or other containers, such that no liquid may escape from the containment. At the end of each work day, the non-hazardous contaminated material shall be covered securely with plastic sheeting of 6 mils thickness or greater.

**DETAILED SPECIFICATION  
FOR  
ITEM #269 – NON-HAZARDOUS CONTAMINATED MATERIAL**

**2 of 2**

Excavated non-hazardous material shall be disposed of as soon as approval is received from the disposal site. In no case shall this material be stockpiled for longer than 30 days prior to disposal.

The Contractor is responsible for the necessary coordination such that his/her work activities are not adversely impacted by the stockpiling of contaminated soil. Stockpiled soil shall not impair sight distance or drainage.

The Contractor shall be responsible for all sampling and analysis required for the disposal of non-hazardous contaminated material. The analysis required shall be dictated by the Type II disposal facility to be utilized for disposal.

If the results of the analysis show the material to be hazardous, as defined by Part 111, of the Natural Resources and Environmental Act, Act 451, P.A. 1994, the Engineer shall be notified immediately. The material shall then be disposed of as directed by the Engineer.

Disposal of non-hazardous contaminated material shall be at a licensed Type II sanitary landfill. The Contractor shall submit at the preconstruction meeting the name of the Type II landfill to be used for disposal, the sampling and analysis requirements of the landfill, and verification that the use of the proposed landfill will meet the requirements of the County solid waste plan.

The disposal must be acceptable to the City and therefore approval must be obtained from the Engineer prior to commencing disposal operations. Prior to obtaining approval for the disposal from the City, the Contractor shall provide a copy of the laboratory analysis to the Engineer.

**MEASUREMENT AND PAYMENT**

The completed work as described will be paid for at the contract unit price for the following contract item (pay item):

**PAY ITEM**

Non-Hazardous Contam'd Mat'l Handling & Disposal

**PAY UNIT**

Cubic Yard

Non-Hazardous Contaminated Material Handling and Disposal will be measured by volume in cubic yards, loose measure, as contained in the hauling unit. Under no circumstance will the Contractor be paid for quantities of this material that have not been approved for payment by the Engineer and as measured and tracked by the Engineer and the Contractor. The Contractor will not be paid "standard amounts" that have been determined by the disposal facility; only measured volumes as computed by the Engineer will be paid. Prior to payment, the Engineer shall be given receipts from the disposal facility for the number of cubic yards disposed of at that facility. Payment shall include all costs for materials, labor and equipment needed for storage, loading, transportation, and disposal of the non-hazardous contaminated material. Disposal costs shall include all documentation required by the landfill. Payment for this item shall be the same, regardless of whether or not the Contractor temporarily stores the contaminated material; the Contractor shall not be paid for re-handling of the material due to construction staging, stockpiling, or other related activities.

**DETAILED SPECIFICATION  
FOR  
ITEM #270 – 21AA LIMESTONE – C.I.P.**

**1 of 2**

**DESCRIPTION**

This work shall consist of constructing an aggregate base course on an existing aggregate surface, or on a prepared subgrade in accordance with Sections 301, 302 and 307 of the 2012 edition of the MDOT Standard Specifications for Construction, except as specified herein.

**MATERIAL**

The materials used for this work shall be 21AA dense-graded aggregate as specified in section 902 of the MDOT 2012 Standard Specifications for Construction.

**CONSTRUCTION METHOD**

Aggregate base courses shall not be placed if, in the opinion of the Engineer, there are any indications that they may become frozen before their specified densities are obtained.

Aggregate base courses shall not be placed on a frozen base, subbase or subgrade.

The Contractor shall not use rubber-tired equipment on the grade, when its use causes, or may cause, in the opinion of the Engineer, damage to the grade. The Contractor shall conduct his/her operation(s), and provide all necessary equipment, to insure the satisfactory completion of the work without damaging the grade. This includes the transporting, stockpiling, rehandling, and movement of materials over additional distances, in lieu of driving on an unprotected, or partially unprotected, grade.

The Contractor is solely responsible for the maintenance and protection of the grade. Further, any damage to the grade which, in the opinion of the Engineer, is caused as a result of the Contractor's operation(s), or his/her subcontractors' or suppliers' operation(s), shall be repaired by the Contractor at the Contractor's expense. This includes any additional earthwork and/or maintenance materials as directed by the Engineer, for the purposes of the Contractor's maintenance and protection of the grade.

The Contractor shall shape the base and subgrade to the elevations, crowns, and grades as specified on the Plans and as directed by the Engineer. This may include regrading the subgrade to provide different crown grades than those existing prior to the construction.

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

The Contractor shall maintain the base and subgrade in a smooth, well drained condition at all times.

Aggregate base courses shall be placed in uniform layers such that when compacted, they have the thicknesses shown on the Plans, or as directed by the Engineer. The loose measure of any layer shall not be more than 9-inches or less than 4-inches.

**DETAILED SPECIFICATION  
FOR  
ITEM #270 – 21AA LIMESTONE – C.I.P.**

**2 of 2**

Aggregate base courses shall be compacted to not less than 98% of their respective maximum unit weights, as determined by the AASHTO T-180 test.

All materials shall be deposited from trucks or through a spreader in a manner that will minimize segregation of material.

Manholes, valve boxes, inlet structures and curbs shall be protected from damage. Manholes & inlet structures shall be continuously cleaned of construction debris and properly covered at all times during the construction. Upon completion of each day's work, manholes, water valve boxes, inlets and catch basins shall be thoroughly cleaned of all extraneous material.

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

**MEASUREMENT AND PAYMENT**

Where granular materials are used as fill for undercuts at locations other than Machine Grading areas, item of work shall be paid in accordance with "Subgrade Undercutting and Backfill, Type IIB, Modified".

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

**PAY ITEM**

21AA Limestone - C.I.P.

**PAY UNIT**

Cubic Yard

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

**DETAILED SPECIFICATION  
FOR  
ITEM #273 – COLD MILLING HMA SURFACE  
ITEM #274 – HAND PATCHING, MODIFIED**

**1 of 1**

**DESCRIPTION**

This work consists of cold milling the existing pavement, repairing areas of failed asphalt pavement, and placing new hot mix asphalt (HMA) material as directed by the Engineer and as described herein. Complete pavement repairs in the cold milled surface prior to placement of the first hot mix asphalt paving course.

**MATERIALS**

Provide materials in accordance with subsection 501.02 of the MDOT 2012 Standard Specifications for Construction, detailed specifications and as shown on the plans.

**CONSTRUCTION**

Cold mill designated areas, repair pavement in locations as specified by the Engineer, and place “Hand Patching, Modified”, in accordance with the details on the plans and according to subsection 501.03 of the MDOT 2012 Standard Specifications for Construction. The Engineer will designate repair locations after the pavement has been cold milled as shown on the plans. The milling machine must return to the designated repair locations to mill an additional depth of 3 inches. “Hand Patching, Modified” must be placed in the repair area and roller compacted prior to placement of the paving course.

**MEASUREMENT AND PAYMENT**

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

<b>Pay Item</b>	<b>Pay Unit</b>
Cold Milling HMA Surface, Modified .....	Square Yard
Hand Patching, Modified .....	Ton

Measure Cold Milling HMA Surface, Modified area by the unit square yard and pay for it at the contract unit price, which price includes the cost for all labor, equipment and materials required to remove, load, haul, and dispose of the cold milled material, and cleaning the cold milled pavement. The Engineer will not pay for material picked up by cleaning after cold milling.

Measure Hand Patching, Modified weight by the unit ton and pay for it at the contract unit price, which prices includes the cost for all labor, equipment and materials to place HMA, by hand or other methods, the placement of bond coat, and compacting the material.

**DETAILED SPECIFICATION  
FOR  
ITEM #275 – HMA, 4E1 – TOP COURSE  
ITEM #277 – HMA, 4E1 - BASE COURSE**

**1 of 5**

**DESCRIPTION**

Hot Mix Asphalt (HMA) pavement base, leveling, and top courses shall be constructed in accordance with Section 501 of the 2012 Michigan Department of Transportation (MDOT) Standard Specifications for Construction, except as modified herein, and as directed by the Engineer.

**MATERIALS AND EQUIPMENT**

The HMA mixtures to be used for this work shall be as follows:

<u>Item Description</u>	<u>HMA Mixture</u>	<u>MDOT Section</u>
HMA, 4E1 – Top Course	4E1	501
HMA, 4E1 - Base Course	3E1	501

Binders shall be in accordance with the HMA Application Table shown on the Plans, and shall meet the requirements specified in Section 904 of the 2012 MDOT Standard Specifications for Construction, and any current supplemental MDOT specifications.

The Contractor shall have a 10-foot long straight-edge, backhoe, air-compressor and jackhammer available during all paving operations.

The Aggregate Wear Index (AWI) number for this project is 260. This AWI number applies to all aggregates used in all top course mixtures. Blending aggregates to achieve this AWI requirement is permitted in accordance with current MDOT Standards, and Supplemental Specifications.

**Reclaimed Asphalt Pavement (RAP) in HMA Mixtures**

The use of Reclaimed Asphalt Pavement (RAP) in HMA mixtures shall be in accordance with Section 501.02.A.2 of the 2012 MDOT Standard Specifications for Construction, and the City of Ann Arbor Standard Specifications.

All equipment shall conform to Section 501.03.A of the 2012 MDOT Standard Specifications for Construction, except as modified herein.

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

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

**DETAILED SPECIFICATION  
FOR**

DS-79

**ITEM #275 – HMA, 4E1 – TOP COURSE**  
**ITEM #277 – HMA, 4E1 - BASE COURSE**

**2 of 5**

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

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

**CONSTRUCTION METHODS**

All concrete work shall be completed prior to placing HMA mixtures.

The Contractor shall place HMA wedges using the base, leveling, and top course mixtures specified herein, as directed by the Engineer, prior to placing the top course. Such wedging shall be measured and paid for at the respective unit price of the appropriate HMA Pavement item.

**Cleaning and Bond Coat application-** Cleaning and bond coat application shall be performed in accordance with Sections 501.03.C and 501.03.D of the 2012 MDOT Standard Specifications for Construction, except as modified herein, and as directed by the Engineer.

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

The bond coat shall be applied at a minimum rate of 0.05 gallons/yd<sup>2</sup>. Before placing the bond coat, the existing pavement surface shall be thoroughly cleaned. The Contractor shall also thoroughly clean all joints, cracks, and edges to a minimum depth of one inch with compressed air, vac-all type equipment, or other approved mechanical or hand methods, to remove all dirt, debris, and all foreign material.

**HMA Placement-** Placement shall conform to Section 501.03.F of the 2012 MDOT Standard Specifications, except as modified herein, and as directed by the Engineer.

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

The final structure adjustments must be approved by the Engineer prior to the issuance of the “Permit to Place” for the top course.

The top course shall be placed with a ¼” lip at the gutter edge of metal.

**DETAILED SPECIFICATION  
FOR  
ITEM #275 – HMA, 4E1 – TOP COURSE  
ITEM #277 – HMA, 4E1 - BASE COURSE**

**3 of 5**

All HMA thickness dimensions are compacted-in-place.

**Paving Operation Scheduling** – The Contractor shall schedule the paving operation to avoid longitudinal cold joints that would be required to be left “open” over night.

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

**Rate of Paver operation** - The rate of the paver’s travel shall be maintained such that the paving operation will be continuous, resulting in no transverse cold joints, but shall never exceed the rate of 50 feet per minute.

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

**Longitudinal and Transverse Joints-** shall conform to Section 502.03.F of the 2012 MDOT Standard Specifications for Construction and as specified herein. For mainline HMA paving, the width of the mat for each pass of the paver shall be not less than 10.5’, nor greater than 15’, except as noted in the plans and as directed by the Engineer. The Engineer will direct the layout of all HMA longitudinal joints during construction.

Prior to placing the adjacent paving pass on the leveling and top courses of HMA, the Contractor shall cut and remove 6” to 8” of the previously placed pavement at the free edge of the pavement by means of a coultter wheel. The Engineer reserves the right to reject any method(s) for cutting the pavement that does not provide a vertical and satisfactory edge, free of tearing, bending, or other deformations, as determined by the Engineer. Any method(s) employed by the Contractor shall be completely effective. The cut edge shall have a uniform bead of pavement joint adhesive applied to the full-height of the joint. The removal of this HMA material and resulting edge must be approved by the Engineer prior to proceeding with the placement of the succeeding pass of HMA. The base course of HMA and its vertical edge will have bond coat applied in accordance with Section 501.03.D. All costs associated with complying with these requirements will not be paid for separately, but shall be considered to be included in the HMA items of work.

**DETAILED SPECIFICATION  
FOR  
ITEM #275 – HMA, 4E1 – TOP COURSE  
ITEM #277 – HMA, 4E1 - BASE COURSE**

**4 of 5**

Pavement joint adhesive shall be hot-applied, meet, or exceed, the following properties, and be approved by the Engineer prior to performing HMA placement:

- Brookfield Viscosity, 400°F, ASTM D2669 – 4,000 to 10,000 cp
- Cone Penetration, 77°F, ASTM D5329 – 60 to 100
- Flow, 140°F, ASTM D5329 – 5mm maximum
- Resilience, 77°F, ASTM D5329 – 30% minimum
- Ductility, 77°F, ASTM D113 – 30 cm minimum
- Ductility, 39.2°F, ASTM D113 – 30 cm minimum
- Tensile Adhesion, 77°F, ASTM D5329 – 500% minimum
- Softening Point, ASTM D36 - 170°F minimum
- Asphalt Compatibility, ASTM D5329 – pass

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

**Butt Joints** - Construction of butt joints, where directed by the Engineer, shall conform to Section 501.03.C.3 and 501.03.C.4 of the 2012 MDOT Standard Specifications for Construction, except as modified herein.

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

**Rakers**- the Contractor shall provide a minimum of two rakers during the placement of all top and leveling courses.

**Faulty Mixtures** – The Contractor and Engineer shall carefully observe the paving operation for signs of faulty mixtures. Points of weakness in the surface shall be removed or corrected by the Contractor, at his/her sole expense, prior to paving subsequent lifts of HMA material. Such corrective action may include the removal and replacement of thin or contaminated sections of pavement, segregated HMA, and any sections that are weak or unstable. Once the Contractor or his representative is notified by the Engineer that the material being placed is out of allowable tolerances, or that there is a problem with the paving operation, the Contractor shall stop the paving operation at once, and shall not be permitted to continue placing HMA material until again authorized by the Engineer. Any costs associated with meeting the requirements specified herein shall not be paid for separately, but shall be included in the item(s) of work being performed at the time the faulty mixture was discovered.

**DETAILED SPECIFICATION  
FOR  
ITEM #275 – HMA, 4E1 – TOP COURSE  
ITEM #277 – HMA, 4E1 - BASE COURSE**

**5 of 5**

**MEASUREMENT AND PAYMENT**

Measurement of these HMA paving items shall be by the ton, in place. Unused HMA remaining in trucks after the work is completed shall be returned to the plant and re-weighed, and the corrected weight slip shall be provided to the Engineer. No payment will be made for the unused HMA material. All weight slips must include the type of mixture (codes are not acceptable), as well as vehicle number, gross weight, tare weight and net weight.

Corrective action shall be enforced as described at Division 5 of the 2012 MDOT Standard Specifications for Construction and will be based on the City's testing reports.

All costs for furnishing and operating vacuum-type street cleaning equipment, backhoes, jackhammers, and air compressors shall be included in the bid prices for these items of work or in the item of work "General Conditions, Maximum, \$135,000".

All costs of meeting the requirements of this Detailed Specification shall be included in the bid prices for HMA items in the proposal and will not be paid for separately.

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

<b><u>PAY ITEM</u></b>	<b><u>PAY UNIT</u></b>
HMA, 4E1 – Top Course	Ton
HMA, 4E1 - Base Course	Ton

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

**DETAILED SPECIFICATION  
FOR  
ITEM #280 – CONCRETE CURB OR CURB & GUTTER – CONC., DET SD-R-1  
ITEM #282 – 4 INCH CONCRETE SIDEWALK  
ITEM #283 – 6 INCH CONCRETE SIDEWALK, RAMP, OR DRIVE APPROACH  
ITEM #284 – 6 INCH CONCRETE SIDEWALK, RAMP, DRIVE APPROACH – HE  
ITEM #285 - CONCRETE TYPE M DRIVE OPENING - HE**

1 of 5

**DESCRIPTION**

This work shall consist of constructing concrete items including curb, gutter, curb and gutter, sidewalks, drive approaches, and drive openings, all of any type and/or dimensions, all of either regular, fibermesh reinforced, and/or high-early concrete, in accordance with Sections 801, 802, and 803 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, except as specified herein, as shown on the Plans, as described in this Detailed Specification, and as directed by the Engineer.

**The Contractor is responsible to construct all sidewalks, sidewalk ramps, curbs, and all other concrete items within ADAAG compliance.** All sidewalks and curb ramps must be constructed in accordance with MDOT Standard Plan R-28-J or version of standard plan/detail in place at time of the bid letting if different.

In addition, all concrete items of work shall comply with the Detailed Specifications for Concrete Durability and Concrete Placement and Protection.

**MATERIALS**

Concrete mixtures shall be as follows (or as directed by the Engineer), and concrete materials shall meet the requirements specified in the referenced sections of the MDOT Standard Specifications for Construction:

<u>Item Description</u>	<u>Concrete Mixture</u>	<u>MDOT Section</u>
All Items, Except High Early	P1, 6 sack	601
All High Early Items (HE)	P-NC, 7 sack	601

**CONSTRUCTION METHODS**

**General**

Curb, gutter, curb and gutter, sidewalk, sidewalk ramps, drive openings, and drives shall be replaced the same day they are removed.

Concrete items, including sidewalk, non-integral curb/gutter, drives, and structure adjustments shall be completed prior to the placement of pavement.

All subgrade work shall be completed prior to placing concrete items, unless directed or approved by the Engineer.

The base course shall be trimmed to final elevation before placing curb. Curb shall not be placed on a pedestal or mound.

**DETAILED SPECIFICATION  
FOR  
ITEM #280 – CONCRETE CURB OR CURB & GUTTER – CONC., DET SD-R-1  
ITEM #282 – 4 INCH CONCRETE SIDEWALK  
ITEM #283 – 6 INCH CONCRETE SIDEWALK, RAMP, OR DRIVE APPROACH  
ITEM #284 – 6 INCH CONCRETE SIDEWALK, RAMP, DRIVE APPROACH – HIGH EARLY  
ITEM #285 - CONCRETE TYPE M DRIVE OPENING - HIGH EARLY**

**2 of 5**

The Contractor shall excavate, cut, remove stumps, remove brush, remove pavement, grade, and trim as needed and as directed, and shall import, furnish, fill, place, grade, and compact Class II granular material and 21AA Aggregate material as needed to: construct new concrete items; to repair or replace existing concrete items; to relocate existing concrete items to their new specified/directed elevations/locations, including all necessary grading at elevation changes of curb and gutter, sidewalks and ramps; and at locations where existing concrete items are to be removed and turf is to be established in its place.

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

**The Contractor shall coordinate with the City Forester prior to the removal of any tree roots.**

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

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

The Contractor shall perform full-depth saw cutting at removal limits, including those necessary to construct 2-foot wide type M drive openings, and including those necessary to provide for the partial removal of existing drive approaches, as shown on the Plans, as directed by the Engineer, and as marked for removal.

The base course and adjacent concrete shall be sufficiently wet-down with water prior to placing concrete, to prevent water loss from the new concrete, and to form a better bond between old and new concrete. If a cold-joint becomes necessary, the existing concrete surface(s) shall be cleaned with compressed air to expose the aggregate in the concrete.

Where it is necessary to remove existing pavement to provide space for concrete formwork, a sufficient amount of the existing pavement shall be removed to allow for the use of a vibratory plate compactor in front of the curb.

Where concrete items are placed in areas adjacent to existing pavement that is beyond the general resurfacing (pavement removal and/or milling) limits, the adjacent pavement area shall be backfilled and permanently patched within 48-hours of the removal of concrete formwork. The backfill material shall be

MDOT 21AA aggregate compacted in place to 95%, up to the elevation of the proposed bottom of pavement. The pavement patching material(s) shall be as specified and as directed by the Engineer.

**DETAILED SPECIFICATION  
FOR  
ITEM #280 – CONCRETE CURB OR CURB & GUTTER – CONC., DET SD-R-1  
ITEM #282 – 4 INCH CONCRETE SIDEWALK  
ITEM #283 – 6 INCH CONCRETE SIDEWALK, RAMP, OR DRIVE APPROACH  
ITEM #284 – 6 INCH CONCRETE SIDEWALK, RAMP, DRIVE APPROACH – HIGH EARLY  
ITEM #285 - CONCRETE TYPE M DRIVE OPENING - HIGH EARLY**

**3 of 5**

Where concrete items are placed adjacent to existing pavement that is within areas scheduled for subsequent pavement removal and/or milling, the adjacent pavement area shall, within 48-hours of the removal of concrete formwork, be backfilled with MDOT 21AA aggregate compacted in place to 95% up to the elevation of the bottom of the adjacent pavement.

Prior to compacting backfill in front of curb and gutter, the back of curb shall be backfilled with approved material and compacted by mechanical means to 95%.

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

Restoration

The Contractor shall restore all disturbed areas to better than or equal to their original condition within two calendar days from the date of concrete placement. This includes the placement and compaction of 2.5 inches of topsoil, followed by the placement of grass seed, followed by the placement of 0.5 inches of topsoil, at all turf restoration locations, and at locations where concrete items are removed and turf is to be established. Restoration shall also include the replacement of any brickwork, decorative stone, or other adjacent materials. All restoration work and materials shall be in accordance with the City of Ann Arbor Standard Specifications for Construction.

Contraction Joints in Sidewalk

Contraction joints shall be placed at 5-foot intervals and may be tooled or sawed. The method of forming joints and spacing shall be approved by the Engineer prior to construction.

Expansion Joints in Sidewalks

$\frac{3}{4}$ -inch wide expansion joints shall be placed through concrete sidewalks in line with the extension of all property lines, at all expansion joints in the abutting curb, gutter, and combination curb and gutter, and as directed by the Engineer. Transverse expansion joints shall be placed through the sidewalks at uniform intervals of not more than 300-feet.

$\frac{1}{2}$ -inch wide expansion joints shall be placed between the sidewalk and back of abutting curb or gutter, at the juncture of two sidewalks, between the sidewalk and buildings and other rigid structures, and as directed by the Engineer.

Expansion Joints in Curb and Gutter

$\frac{3}{4}$ -inch wide expansion joints shall be placed at all street returns, at all expansion joints in an abutting pavement, at each side of all driveways (at radius points), elsewhere at 300-foot maximum intervals, and as directed by the Engineer. Expansion joint material shall extend to the full depth of the joint. After installation, the top shall not be above the concrete nor be more than  $\frac{1}{2}$ -inch below it. No reinforcing steel shall extend through expansion joints.

**DETAILED SPECIFICATION  
FOR  
ITEM #280 – CONCRETE CURB OR CURB & GUTTER – CONC., DET SD-R-1  
ITEM #282 – 4 INCH CONCRETE SIDEWALK  
ITEM #283 – 6 INCH CONCRETE SIDEWALK, RAMP, OR DRIVE APPROACH  
ITEM #284 – 6 INCH CONCRETE SIDEWALK, RAMP, DRIVE APPROACH – HIGH EARLY  
ITEM #285 - CONCRETE TYPE M DRIVE OPENING - HIGH EARLY**

4 of 5

Plane of Weakness Joints in Curb and Gutter

Intermediate plane of weakness joints shall be placed to divide the structure into uniform sections, normally 10-feet in length, with a minimum being 8-feet in length, and shall be placed opposite all plane of weakness joints in the abutting concrete base course.

Plane of weakness joints shall be formed by narrow divider plates, which shall extend 3-inches into the exposed surfaces of the curb or curb and gutter. Plates shall be notched, if necessary, to permit the steel reinforcement to be continuous through the joint.

**MEASUREMENT AND PAYMENT**

The work of furnishing and installing mechanical anchors and hook bolts will be measured and paid for by the number of hook bolts installed.

No additional compensation will be paid for the construction of concrete items adjacent to existing concrete curb, gutter, pavement, or any other pavement or surface feature(s).

A deduction in length for catch basins and inlet castings will be made to measurements of Curb and Gutter.

Curb, gutter, and curb and gutter shall be paid as "Concrete Curb or Curb & Gutter – C3".

Restoration work, including backfilling, compacting, HMA patching adjacent to concrete items, topsoiling and seeding will not be paid for separately, but shall be included in the appropriate associated items of work.

Payment for saw cutting for Type M openings and for partial removal of existing drives shall be included in the price for the item of work, "Remove Concrete Sidewalk, Ramp and Drives - Any Thickness, Modified", and will not be paid for separately.

Payment for the removal of HMA pavement and aggregate base to provide space for concrete formwork and vibratory plate compactor shall be included in the price for the item of work, "Remove Concrete Curb or Curb and Gutter - Any Type, Modified", and will not be paid for separately.

**DETAILED SPECIFICATION  
FOR  
ITEM #280 – CONCRETE CURB OR CURB & GUTTER - CONC., DET SD-R-1  
ITEM #282 – 4 INCH CONCRETE SIDEWALK  
ITEM #283 – 6 INCH CONCRETE SIDEWALK, RAMP, OR DRIVE APPROACH  
ITEM #284 – 6 INCH CONCRETE SIDEWALK, RAMP, DRIVE APPROACH – HIGH EARLY  
ITEM #285 - CONCRETE TYPE M DRIVE OPENING - HIGH EARLY**

5 of 5

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

<u><b>PAY ITEMS</b></u>	<u><b>PAY UNIT</b></u>
Concrete Curb or Curb & Gutter, Conc., DET SD-R-1	Linear Foot
4" Concrete Sidewalk	Square Foot
6" Concrete Sidewalk, Ramp, or Drive Approach	Square Foot
6" Concrete Sidewalk, Ramp, or Drive Approach, HE	Square Foot
Concrete Type M Drive Opening, HE	Linear Foot

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

**DETAILED SPECIFICATION  
FOR  
ITEM #287 – DETECTABLE WARNING, CAST IN PLACE**

**1 of 2**

**DESCRIPTION**

This work shall consist of furnishing and installing cast in place detectable warning units in compliance with the Americans with Disability Act (ADA). All work shall be in accordance with MDOT Standard Detail R-28-J (or version in place at time of the bid letting).

**MATERIALS**

The detectable warning tiles shall be colored as Federal Number 22144 (variously referred to as “Clay Red” or “Brick Red”). The detectable warning tiles shall meet the following material properties, dimensions, and tolerances using the most current test methods:

1. Water Absorption: Not to exceed 0.35% when tested in accordance with ASTM-D570
2. Slip Resistance: 0.80 minimum combined wet/dry static coefficient of friction on top domes and field area, when tested in accordance with ASTM C1028.
3. Compressive Strength: 18,000 psi minimum, when tested in accordance with ASTM D695.
4. Tensile Strength: 10,000 psi minimum, when tested in accordance with ASTM D638.
5. Flexural Strength: 24,000 psi minimum, when tested in accordance with ASTM D790.
6. Chemical Stain Resistance: No reaction to 1% hydrochloric acid, urine, chewing gum, soap solution, motor oil, bleach, calcium chloride, when tested in accordance with ASTM D543 or D1308.
7. Wear Depth: 300 minimum, when tested in accordance with ASTM C501.
8. Flame Spread: 25 maximum, when tested in accordance with ASTM E84.
9. Gardner Impact: 50 in.-lbs. minimum, when tested in accordance with Geometry “GE” of ASTM D5420.
10. Accelerated Weathering of Tile when tested by ASTM-G155 or ASTM G151 shall exhibit the following result- $\Delta E < 6.0$  as well as no deterioration, fading or chalking of surface when exposed to 3000 hours minimum exposure.
11. Wheel Loading: The cast in place tile shall be mounted on a concrete platform with a ½” airspace at the underside of the tile top plate then subjected to the specified maximum load of 10,400 lbs., corresponding to an 8,000 lb individual wheel load and a 30% impact factor. The tile shall exhibit no visible damage at the maximum load of 10,400 lbs using AASHTO-HB17 single sheet HS20-44 loading “Standard Specifications for Highways and Bridges.”
12. Salt and Spray Performance of Tile and Adhesive System when tested to ASTM-B117 not to show any deterioration or other defects after 100 hours of exposure

**DETAILED SPECIFICATION  
FOR  
ITEM #287 – DETECTABLE WARNING, CAST IN PLACE**

**2 of 2**

**CONSTRUCTION METHODS**

Installer’s Qualifications: Engage an experienced Installer who has successfully completed tile installations similar in material, design, and extent to that indicated for this Project.

The contractor shall follow manufacturer specifications for installation, except where they conflict with MDOT Standard Detail R-28-J (or version in place at the time of bidding), or other project requirements.

**MEASUREMENT AND PAYMENT**

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

**PAY ITEM**

**PAY UNIT**

Detectable Warning, Cast in Place

Square Foot

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

**DETAILED SPECIFICATION  
FOR  
ITEM #290 SPRAYABLE THERMOPLASTIC, WHITE, 12 INCH  
ITEM #291 SPRAYABLE THERMOPLASTIC, 24 INCH STOP BAR**

**1 of 1**

**DESCRIPTION**

This work consists of providing and placing permanent pavement markings in accordance with the Michigan Manual of Uniform Traffic Control Devices (MMTUTCD), lastest version published at time of advertisement. Provide pavement markings that conform to the Plans, the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, MDOT Pavement Marking Standard Plans, City of Ann Arbor Special Details, and as specified herein.

**MATERIALS**

Provide materials in accordance with section 811 and 920 of the MDOT 2012 Standard Specifications for Construction. Provide the Material Safety Data Sheets to the Engineer for required materials and supplies. Dispose of unused material and containers in accordance with the Federal Resource Conservation Recovery Act (RCRA) of 1976 as amended, and 1994 PA 451, Part 111 Hazardous Waste Management. Provide samples of permanent marking materials upon request.

**CONSTRUCTION METHODS**

The preparation and placement of permanent markings shall conform to section 811 of the MDOT 2012 Standard Specifications, the Plans, and as specified herein.

**MEASUREMENT AND PAYMENT**

Completed work, as described, will be measured and paid for at Contract Unit Prices for the following Contract (Pay) Items:

<b><u>PAY ITEMS</u></b>	<b><u>PAY UNIT</u></b>
Sprayable Thermoplastic, White, 12 inch	Foot
Sprayable Thermoplastic, 24 inch Stop Bar	Foot

The unit prices for these items of work shall include all labor, material, and equipment costs to perform all the work specified in the MDOT 2012 Standard Specifications for Construction and as modified by this Detailed Specification.

**DETAILED SPECIFICATION  
FOR  
ITEM #295 – FERTILIZER, CHEMICAL NUTRIENT, CL A  
ITEM #296 – MULCH BLANKET, HIGH VELOCITY  
ITEM #297 – SEEDING, MIXTURE THM  
ITEM #298 – TOPSOIL SURFACE, FURN, 4 INCH**

1 of 2

**DESCRIPTION**

This work shall consist of furnishing and installing turf restoration items to reestablish and permanently stabilize disturbed areas within the project as shown on the plans, including all labor, equipment, and material required.

This work shall be completed in accordance with the drawings and detailed specifications of this contract, the MDOT 2012 Standard Specifications for Construction, and as herein specified, including any detailed specifications

**MATERIALS**

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

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

**CONSTRUCTION METHODS**

These items shall be constructed as required in the MDOT 2012 Standard Specifications for Construction.

**MAINTENANCE AND ACCEPTANCE**

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

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

**DETAILED SPECIFICATION  
FOR  
ITEM #295 – FERTILIZER, CHEMICAL NUTRIENT, CL A  
ITEM #296 – MULCH BLANKET, HIGH VELOCITY  
ITEM #297 – SEEDING, MIXTURE THM  
ITEM #298 – TOPSOIL SURFACE, FURN, 4 INCH**

**2 of 2**

Lawns shall be protected and maintained by watering, mowing, and reseeded as necessary, until the period of time when the final acceptance and payment is made by the Engineer for the project, to establish a uniform, weed-free, stand of the specified grasses. Maintenance includes furnishing and installing additional topsoil, and reseeded all as may be required to correct all settlement and erosion until the date of final acceptance.

Damage to seeded areas resulting from erosion shall be repaired by the Contractor at the Contractor's expense. Scattered bare spots in seeded areas will not be allowed over three (3) percent of the area nor greater than 6"x 6" in size.

When the above requirements have been fulfilled, the Engineer will accept the lawn.

Restoration must be performed upon the completion of each stage of work, to prevent erosion, and not as one single operation at the completion of the entire project. Restoration work must be performed within one week of the placement of the wearing course for each street.

The Contractor shall restore all disturbed areas to better than or equal to their original condition.

**MEASUREMENT AND PAYMENT**

The completed work as measured shall be paid for at the contract unit price for the following contract item (pay item):

<b><u>PAY ITEM</u></b>	<b><u>PAY UNIT</u></b>
Fertilizer, Chemical Nutrient, Cl A	Lbs
Mulch Blanket, High Velocity	Syd
Seeding, Mixture THM	Lbs
Topsoil Surface, Furn, 4 inch	Syd

All work indicated herein shall be included in the unit prices for the above pay items and shall include all labor, materials and equipment required to complete the work.

## **ATTACHMENTS**

## CITY OF ANN ARBOR PREVAILING WAGE DECLARATION OF COMPLIANCE

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

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

The Contractor agrees:

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

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

K. D. Mackenzie Company  
Company Name  
[Signature] 1/13/2022  
Signature of Authorized Representative Date  
Michael S. Marks, President  
Print Name and Title  
8197 Jackson Rd., Ann Arbor, MI 48103  
Address, City, State, Zip  
734-761-5050 mmarks@mackenzieco.com  
Phone/Email address dkrpk@mackenzieco.com

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

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

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

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

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$14.05/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$15.66/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

**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.

E.T. Mackenzie Company  
Company Name

[Signature]  
Signature of Authorized Representative

\_\_\_\_\_  
Date

8197 JACKSON Rd.  
Street Address

ANN ARBOR, MI 48103  
City, State, Zip

Michael S. Marks, President  
Print Name and Title

734-761-5050 mmarks@mackenzie.com  
Phone/Email address

dkipck@mackenzie.com

**CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE**

**RATE EFFECTIVE APRIL 30, 2021 - ENDING APRIL 29, 2022**

**\$14.05 per hour**

If the employer provides health care benefits\*

**\$15.66 per hour**

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

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

## **ENFORCEMENT**

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

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

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

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

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



**Vendor Conflict of Interest Disclosure Form**

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

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

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

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

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

<b>I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:</b>		
E.T. Mackenzie company	734-761-5050	
<b>Vendor Name</b>	<b>Vendor Phone Number</b>	
	1/13/2012	Michael S Marks, President
<b>Signature of Vendor Authorized Representative</b>	<b>Date</b>	<b>Printed Name of Vendor Authorized Representative</b>

**CITY OF ANN ARBOR  
DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

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

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

The Contractor agrees:

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

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

E. J. Mackenzie Company  
Company Name

[Signature] 1/13/2022  
Signature of Authorized Representative Date

Michael S Marks, President  
Print Name and Title

8197 JACKSON RD, ANN ARBOR, MI 48103  
Address, City, State, Zip

734-761-5050 mmarks@mackenzieco.com  
Phone/Email Address dk.pkc@mackenzieco.com

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

## CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

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

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

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

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

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

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

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

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



