

CONSTRUCTION REQUEST FOR PROPOSAL

RFP# 22-21

2022 Sidewalk Gap Elimination Project

City of Ann Arbor
Public Services / Engineering Unit



Due Date: April 1, 2020 by 2:00 p.m. (local time)

Issued By:

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

ADDENDUM No. 1

RFP No. 22-21

2022 Sidewalk Gap Elimination Project

Due: April 1, 2022 by 2:00 p.m. (local time)

The information contained herein shall take precedence over the original documents and all previous addenda (if any), and is appended thereto. **This Addendum includes 12 attached pages and plan sheets as noted below.**

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

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

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

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

I. CORRECTIONS/ADDITIONS/DELETIONS

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

Section/Page(s)	Change
Section III.C.4 / Page 12	Remove the following as provided in RFP No. 22-21 Document: Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyman certification or status, or are not participants in a Registered Apprenticeship Program.
<i>Comment: The intent with this change is to simply remove the 4th criteria for Section III.C – Workforce Development that was erroneously included in the originally published RFP Document.</i>	
Section III.E. Schedule of Pricing / Pages 13-15	Revised quantities for Items 130, 141, 540

Section/Page(s)	Change
Detailed Specification / Page DS-36	Additional information added to Measurement and Payment.
Drawing Plan / 6 of 24	Revised alignment of sidewalk.
Drawing Plan / 16 of 24	Revised callout on mailbox at Sta. 5+82 (2725 Nixon)
Drawing Plans / 15, 16, 18, 19, 22, 24 of 24	Added Stationing for clarity of plans.

II. ADDITIONAL INFORMATION

Trees removals 6-inch and larger identified as “for information only ... [and] not as a part of this project” at the Traver and Nixon location have been removed as of the issuance of this addendum.

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

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SECTION I - GENERAL INFORMATION

A. OBJECTIVE

The purpose of this Request for Proposal is to select a firm to provide construction of new sidewalk and associated work as described in the plans and specifications.

B. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS

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

All questions shall be submitted on or before March 23, 2022 at 12:00 p.m. (local time), and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Theresa Bridges, Project Manager – tbridges@a2gov.org

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

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

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

C. PRE-PROPOSAL MEETING

No pre-proposal meeting will be held for this RFP. Please contact staff indicated above with general questions regarding the RFP.

D. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the prospective bidder. An official authorized to bind the bidder to its provisions must sign

the proposal in ink. Each proposal must remain valid for at least one hundred and twenty (120) days from the due date of this RFP.

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

E. SELECTION CRITERIA

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

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

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

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before April 1, 2022 by 2:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent should submit in a sealed envelope

- **one (1) original proposal**
- **one (1) additional proposal copy**
- **one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format**

Proposals submitted should be clearly marked: **“RFP No. 22-21 – 2022 Sidewalk Gap Elimination Project”** and list the bidder's name and address.

Proposals must be addressed and delivered to:
City of Ann Arbor
c/o Customer Service
301 East Huron Street
Ann Arbor, MI 48107

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

Hand delivered proposals may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is accessible to the public at all hours. The City will not be liable to any prospective bidder for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal.

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

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

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

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

G. DISCLOSURES

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

H. TYPE OF CONTRACT

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

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

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

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

I. NONDISCRIMINATION

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

J. WAGE REQUIREMENTS

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

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

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

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

K. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that the consultant complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected bidder unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on

applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Conflict of Interest Disclosure Form is attached.

L. COST LIABILITY

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

M. DEBARMENT

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

N. PROPOSAL PROTEST

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

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

O. SCHEDULE

The following is the schedule for this RFP process.

Activity/Event	Anticipated Date
Written Question Deadline	March 23, 2022, 12:00 p.m. (Local Time)
Addenda Published (if needed)	March 25, 2022
Proposal Due Date	April 1, 2022, 2:00 p.m. (Local Time)

Selection/Negotiations
Expected City Council Authorizations

April 1-7, 2022
May 16, 2022

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

P. IRS FORM W-9

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

Q. RESERVATION OF RIGHTS

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all bidders.
4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more contractors or service providers to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within the RFP.

R. IDLEFREE ORDINANCE

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

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

- (a) For any period of time while the Commercial Vehicle is unoccupied; or

(b) For more than 5 minutes in any 60-minute period while the Commercial Vehicle is occupied.

In addition, generators and other internal combustion engines are covered

(1) Excluding Motor Vehicle engines, no internal combustion engine shall be operated except when it is providing power or electrical energy to equipment or a tool that is actively in use.

S. 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.

T. 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.

U. MAJOR SUBCONTRACTORS

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

V. LIQUIDATED DAMAGES

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

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

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

SECTION II - SCOPE OF WORK

Please see the plan set for more details.

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

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

Bidders should organize Proposals into the following Sections:

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

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

Pursuant to Sec 1:314(9) of the City Code which sets forth requirements for evaluating construction bids, Bidders should submit the following:

A. Qualifications, Experience and Accountability - 20 Points

1. Qualifications and experience of the bidder and of key persons, management, and supervisory personnel to be assigned by the bidder.
2. References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.
3. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.

4. A statement from the bidder as to any major subcontractors it expects to engage including the name, work, and amount.

B. Workplace Safety – 20 Points

1. Documentation of an on-going, Michigan OSHA-approved safety-training program for employees to be used on the proposed job site.
2. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference within this criterion will be given to an EMR of 1.0 or less based on a three-year average.
3. Evidence that all craft labor that will be employed by the bidder for the project has, or will have prior to project commencement, completed at least the OSHA 10-hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.
4. The safety record of bidder and major subcontractors, including OSHA, MIOSHA, or other safety violations.

C. Workforce Development – 20 Points

1. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.
2. Documentation as to bidder's pay rates, health insurance, pension or other retirement benefits, paid leave, or other fringe benefits to its employees.
3. Documentation that the bidder participates in a Registered Apprenticeship Program that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the USDOL Office of Apprenticeship.
4. Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

D. Social Equity and Sustainability – 20 Points

1. A statement from the bidder as to what percentage of its workforce resides in the City of Ann Arbor and in Washtenaw County, Michigan. The City will consider in

evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.

2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.
3. Evidence that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.
4. The bidder's proposed use of sustainable products, technologies, or practices for the project, which reduce the impact on human health and the environment, including raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, and waste management.
5. The bidder's environmental record, including findings of violations and penalties imposed by government agencies.

E. Schedule of Pricing/Cost - 20 Points

Company Doan Construction Co.

Unit Price Bid

<u>Pay Item Code</u>	<u>Pay Item Description</u>	<u>Units</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
101	General Conditions, Max \$50,000	LS	1	\$ 40,000.00	\$ 40,000.00
102	Digital Audio Visual Coverage	LS	1	\$ 1,300.00	\$ 1,300.00
103	Project Supervision, Max. \$15,000	LS	1	\$ 1.00	\$ 1.00
104	Certified Payroll	LS	1	\$ 1,000.00	\$ 1,000.00
105	Minor Traffic Devices, Max \$25,000	LS	1	\$ 1.00	\$ 1.00
110	No Parking Signs	Ea	10	\$ 35.00	\$ 350.00
111	Pedestrian Type II Barricade, Temp.	Ea	2	\$ 150.00	\$ 300.00
112	Conc Barrier, Temp, Furnish and Operate	Ft	200	\$ 140.00	\$ 28,000.00
113	Lighted Arrow Board, Furnish and Operate	Each	1	\$ 600.00	\$ 600.00
114	Plastic Drum - Lighted, Furnish and Operate	Each	60	\$ 40.00	\$ 2,400.00
115	Temporary Sign, Type B, Furnish and Operate	Sft	71	\$ 6.00	\$ 426.00
120	Protect Corners	Ea	9	\$ 50.00	\$ 450.00
130	Tree Protection Fence	Ft	390	\$ 4.50	\$ 1,755.00
135	Stump, Rem, 6 to 12 inch	Ea	42	\$ 150.00	\$ 6,300.00
136	Stump, Rem, 13 to 20 inch	Ea	5	\$ 200.00	\$ 1,000.00
137	Stump, Rem, 21 to 26 inch	Ea	5	\$ 300.00	\$ 1,500.00
138	Stump, Rem, 27 inch and greater	Ea	2	\$ 400.00	\$ 800.00
140	Tree, Rem, 6 inch to 12 inch	Ea	2	\$ 1,000.00	\$ 2,000.00
141	Tree, Rem, 13 to 20 inch	Ea	2	\$ 1,500.00	\$ 3,000.00
142	Tree, Rem, 21 to 26 inch	Ea	1	\$ 2,000.00	\$ 2,000.00
143	Tree, Rem, 27 inch and greater	Ea	1	\$ 3,000.00	\$ 3,000.00
150	Fence, Rem	Ft	65	\$ 10.00	\$ 650.00
300	Culv, Less than 24-Inch, Rem	Ea	2	\$ 750.00	\$ 1,500.00
301	Culv, 24 inch to 48 inch, Rem	Ea	1	\$ 1,500.00	\$ 1,500.00
302	Dr Structure, Any Size or Depth, Rem	Ea	1	\$ 2,000.00	\$ 2,000.00
303	Sewer, Any Size or Depth, Rem	Ft	35	\$ 100.00	\$ 3,500.00
310	Culv End Sect, 12 inch	Ea	4	\$ 1,000.00	\$ 4,000.00
311	Culv End Sect, 18 inch	Ea	1	\$ 1,200.00	\$ 1,200.00

TOTAL THIS PAGE (Page 13)

\$ 110,533.00

(Also must be entered on Page 15)

<u>Pay Item Code</u>	<u>Pay Item Description</u>	<u>Units</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
312	Culv, CI F, 12 inch	Ft	80	\$ 100.00	\$ 8,000.00
320	Sewer, CI IV, C-76, 12 inch, Tr Det I, Modified	Ft	57	\$ 100.00	\$ 5,700.00
321	Sewer, CI IV, C-76, 18 inch, Tr Det I, Modified	Ft	43	\$ 115.00	\$ 4,945.00
322	Sewer, CI IV, C-76, 18 inch, Tr Det V, Modified	Ft	34	\$ 115.00	\$ 3,910.00
323	Sewer Tap, 12 inch	Ea	1	\$ 1,200.00	\$ 1,200.00
330	Dr Structure, Manhole, Type 1, 48 inch dia	Ea	3	\$ 4,800.00	\$ 14,400.00
331	Dr Structure, Single Inlet, 24 inch dia	Ea	1	\$ 3,000.00	\$ 3,000.00
332	Dr Structure, Tap, 12 inch	Ea	1	\$ 1,000.00	\$ 1,000.00
333	Dr Structure, Tap, 4 inch	Ea	1	\$ 700.00	\$ 700.00
340	Structure Cover, Special	Lb	1500	\$ 4.00	\$ 6,000.00
500	Remove HMA Pavement	Sft	3000	\$ 2.00	\$ 6,000.00
501	Remove Concrete Curb and Gutter - Any Type	Ft	80	\$ 15.00	\$ 1,200.00
502	Remove Concrete Sidewalk or Drive - Any Thickness	Sft	600	\$ 4.00	\$ 2,400.00
510	Sidewalk Grading - Nixon and Traver	Sta	9.5	\$ 2,000.00	\$ 19,000.00
511	Sidewalk Grading - Hutchins/Prescott, Saunders, Platt	Sta	0.35	\$ 8,500.00	\$ 2,975.00
512	Sidewalk Grading - S. Main	Sta	0.15	\$ 8,500.00	\$ 1,275.00
515	Sidewalk Ramp Grading	Ea	5	\$ 200.00	\$ 1,000.00
518	Subgrade Undercutting, Type II	Sft	510	\$ 4.00	\$ 2,040.00
520	Sand Subbase Course, Class II - CIP	Cyd	55	\$ 60.00	\$ 3,300.00
521	21AA Limestone - CIP	Cyd	43	\$ 60.00	\$ 2,580.00
522	Flowable Fill (backfill)	Cyd	9	\$ 100.00	\$ 900.00
523	Maintenance Gravel	Ton	5	\$ 60.00	\$ 300.00
525	Underdrain, Subbase, 6 inch	Ft	160	\$ 30.00	\$ 4,800.00
526	Underdrain, bank, 4-inch, Special	Ft	165	\$ 20.00	\$ 3,300.00
527	Underdrain, outlet, 4-inch	Ft	35	\$ 20.00	\$ 700.00
529	Underdrain, outlet ending, 4-inch	Ea	2	\$ 100.00	\$ 200.00
530	Handpatching	Ton	11	\$ 350.00	\$ 3,850.00
531	HMA Approach	Ton	45	\$ 350.00	\$ 15,750.00
540	4 inch Sidewalk or Ramp	Sft	4500	\$ 21.56	\$ 97,020.00
541	6 inch Drive Approach, Ramp, or Sidewalk	Sft	240	\$ 22.46	\$ 5,390.40
542	6 inch Drive Approach, Ramp, or Sidewalk - High Early	Sft	470	\$ 22.66	\$ 10,650.20

TOTAL THIS PAGE (Page 14)

\$ 233,485.60

(Also must be entered on Page 15)

<u>Pay Item Code</u>	<u>Pay Item Description</u>	<u>Units</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
543	8 inch Drive Approach, Ramp, or Sidewalk	Sft	142	\$ 23.46	\$ 3,331.32
550	Sidewalk Retaining Wall, 6 inch to 48 inch	Sft	650	\$ 40.00	\$ 26,000.00
551	Sidewalk Curb, 4 inch	Ft	79	\$ 66.35	\$ 5,241.65
560	Curb and Gutter, Conc, AA Det SD-R-1, Modified	Ft	160	\$ 66.35	\$ 10,616.00
561	Driveway Opening, Conc, Detail M, P-NC	Ft	25	\$ 67.10	\$ 1,677.50
570	Detectable Warning, Cast In Place	Sft	50	\$ 25.00	\$ 1,250.00
580	Adjust Structure	Ea	1	\$ 500.00	\$ 500.00
581	Adjust Box	Ea	1	\$ 250.00	\$ 250.00
590	Pavt Mrkg, Thermopl, 12 inch, White	Ft	84	\$ 14.00	\$ 1,176.00
591	Pavt Mrkg, Thermopl, 24 inch, Stop Bar	Ft	62	\$ 28.00	\$ 1,736.00
701	Erosion Control, Silt Fence	Ft	850	\$ 4.50	\$ 3,825.00
702	Erosion Control, Inlet Protection	Ea	4	\$ 200.00	\$ 800.00
703	Riprap, Plain	Syd	6	\$ 100.00	\$ 600.00
800	Restoration	Syd	2000	\$ 12.00	\$ 24,000.00
805	Irrigation System, Protect and Maintain	LS	1	\$ 1,000.00	\$ 1,000.00
810	Ilex x Meserveae Mesog, 3 gal cont	Ea	6	\$ 178.75	\$ 1,072.50
811	Ilex x Meserveae Mesdob, 3 gal cont	Ea	2	\$ 178.75	\$ 357.50
812	Amelanchier X Grandiflora, 6 foot	Ea	4	\$ 536.25	\$ 2,145.00
813	Cornus Alternifolia, 6 foot	Ea	1	\$ 96.25	\$ 96.25
814	Fothergilla Gardenii, 3 gal cont	Ea	19	\$ 96.25	\$ 1,828.75
815	Viburnum P. Tomentosum, 5 gal cont	Ea	11	\$ 110.00	\$ 1,210.00
816	Juniperus Chinensis, 6 foot	Ea	9	\$ 412.50	\$ 3,712.50
817	Juniperus Virginiana, 6 foot	Ea	9	\$ 412.50	\$ 3,712.50
825	Fence, Chain Link, 48 inch, Vinyl-Coated	Ft	12	\$ 272.50	\$ 3,270.00
826	Fence, Chain Link, 48 inch, Vinyl-Coated, Wall Mounted	Ft	16	\$ 214.38	\$ 3,430.08
850	Clean-Up & Restoration, Special, Max \$8,500	LS	1	\$ 1.00	\$ 1.00

TOTAL THIS PAGE (Page 15)

\$ 102,839.55

TOTAL FROM PAGE 13

\$ 110,533.00

TOTAL FROM PAGE 14

\$ 233,485.60

TOTAL BID

\$ 446,858.15

F. AUTHORIZED NEGOTIATOR / NEGOTIATIBLE ELEMENTS (ALTERNATES)

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

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

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

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

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

G. ATTACHMENTS

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

PROPOSAL EVALUATION

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

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

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

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

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

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

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

PREPARATION OF PROPOSALS

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

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

ADDENDA

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

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

SECTION IV - ATTACHMENTS

Attachment A – Contract, Bonds, General Conditions

Attachment B – General Declarations

Attachment C - Legal Status of Bidder

Attachment D – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment E – Living Wage Declaration of Compliance Form

Attachment F – Vendor Conflict of Interest Disclosure Form

Attachment G – Non-Discrimination Ordinance Poster

Attachment H – Living Wage Ordinance Poster

Attachment I – Prevailing Wage Declaration of Compliance

Sample Certified Payroll Report Template

CONTRACT

THIS CONTRACT is between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 (“City”) and Doan Construction Co. (“Contractor”), a Michigan corporation at 3670 Carpenter Road, Ypsilanti, Michigan 48197.

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 **2022 Sidewalk Gap Elimination** 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 **2022 Sidewalk Gap Elimination**

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: **Nick Hutchinson** whose job title is **City Engineer**. If there is any question concerning who the Supervising Professional is, Contractor shall confirm with the manager of the Administering Service Area/Unit.

Contractor’s Representative means **Jim McInnis** whose job title is **Vice President**.

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 ninety (90) consecutive calendar days.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$750 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

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

ARTICLE IV - The Contract Sum

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

Four hundred forty-six thousand, eight hundred fifty-eight and 15/100 Dollars (\$446,858.15)

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

ARTICLE V - Assignment

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

ARTICLE VI - Choice of Law

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

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

ARTICLE VII - Relationship of the Parties

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

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

ARTICLE VIII - Notice

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

ARTICLE IX - Indemnification

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

ARTICLE X - Entire Agreement

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

ARTICLE XI – Electronic Transactions

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

FOR CONTRACTOR

By _____

Its: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
City Administrator

By _____
Services Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Doan Construction Co.
3670 Carpenter Road, Ypsilanti, MI 48197

as Principal, hereinafter called Principal, and

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

a corporation duly organized under the laws of the State of **Connecticut**
as Surety, hereinafter called Surety, are held and firmly bound unto

City of Ann Arbor
301 East Huron Street, Ann Arbor, MI 48104

as Obligee, hereinafter called Obligee, in the sum of **Five Percent of Accompanying Bid**

Dollars (**5% of Bid**)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____ (Here insert full name, address and description of project)

2022 Sidewalk Gap Elimination Project

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 1st day of April, 2022.

Doan Construction Co.



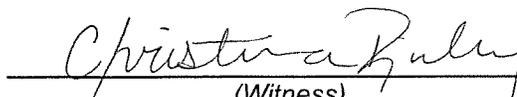
(Witness)



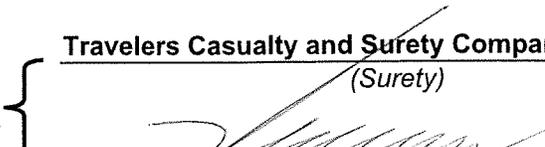
(Principal) (Seal)
V.P.

(Title)

Travelers Casualty and Surety Company of America



(Witness)



(Surety) (Seal)

(Title)
Nicholas Ashburn, Attorney in Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Nicholas Ashburn, Anne M Barick, Robert D Heuer, Paul Hurley, Michael D Lechner, Mark Madden, Richard S McGregor, and Holly Nichols of Rochester Hills, Michigan, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

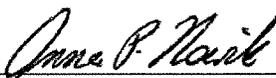
By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

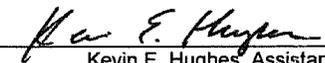
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 1st day of April, 2022




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

PERFORMANCE BOND

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

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

(Name of Surety Company)
By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Stephen K. Postema, City Attorney

(Name of Principal)
By _____
(Signature)

Its _____
(Title of Office)

Name and address of agent:

LABOR AND MATERIAL BOND

- (1) _____ of _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of \$ _____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City entitled _____, for RFP No. _____; and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the Contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.
- (5) Principal, Surety, and the City agree that signatures on this bond may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this bond. This bond may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

SIGNED AND SEALED this _____ day of _____, 202_

(Name of Surety Company)

By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Stephen K. Postema, City Attorney

(Name of Principal)

By _____
(Signature)

Its _____
(Title of Office)

Name and address of agent:

GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

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

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

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

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

Section 2 - Order of Completion

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

Section 3 - Familiarity with Work

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

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

Section 4 - Wage Requirements

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

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

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

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

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

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

Section 5 - Non-Discrimination

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

Section 6 - Materials, Appliances, Employees

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

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

Adequate sanitary facilities shall be provided by the Contractor.

Section 7 - Qualifications for Employment

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

Section 8 - Royalties and Patents

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

Section 9 - Permits and Regulations

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

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

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

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

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

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

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

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

Section 11 - Inspection of Work

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

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

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

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

Section 12 - Superintendence

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

Section 13 - Changes in the Work

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

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

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

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

Section 14 - Extension of Time

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

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

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

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

Section 15 - Claims for Extra Cost

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

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

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

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

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

Section 16 - Progress Payments

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

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

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

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

Section 17 - Deductions for Uncorrected Work

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

Section 18 - Correction of Work Before Final Payment

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

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

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

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

Section 19 - Acceptance and Final Payment

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

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

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

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

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

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

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

Section 20 - Suspension of Work

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

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

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

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

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

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

Section 22 - Contractor's Right to Terminate Contract

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

Section 23 - City's Right To Do Work

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

Section 24 - Removal of Equipment and Supplies

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

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

Section 25 - Responsibility for Work and Warranties

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

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

Section 26 - Partial Completion and Acceptance

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

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

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

Section 27 - Payments Withheld Prior to Final Acceptance of Work

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

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

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

Section 28 - Contractor's Insurance

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

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

Required insurance policies include:

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

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

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

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

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

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

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

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

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

Section 29 - Surety Bonds

Bonds will be required from the successful bidder as follows:

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

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

Section 30 - Damage Claims

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

Section 31 - Refusal to Obey Instructions

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

Section 32 - Assignment

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

Section 33 - Rights of Various Interests

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

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

Section 34 - Subcontracts

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

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

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

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

Section 35 - Supervising Professional's Status

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

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

Section 36 - Supervising Professional's Decisions

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

Section 37 - Storing Materials and Supplies

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

Section 38 - Lands for Work

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

Section 39 - Cleaning Up

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

Section 40 - Salvage

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

Section 41 - Night, Saturday or Sunday Work

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

Section 42 - Sales Taxes

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

Section 43

CONTRACTOR'S DECLARATION

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

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

Contractor

Date

By _____
(Signature)

Its _____
(Title of Office)

Past due invoices, if any, are listed below.

ATTACHMENT B
GENERAL DECLARATIONS

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

Ladies and Gentlemen:

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

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

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

In accordance with these bid documents, and Addenda numbered One, 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 1 DAY OF April, 2022.

Doan Construction Co.
Bidder's Name
3670 Carpenter Rd
Ypsilanti, MI 48197
Official Address

734-971-4678
Telephone Number


Authorized Signature of Bidder
Jim McInnis
(Print Name of Signer Above)

JmcInnis@doancompanies.com
Email Address for Award Notice

ATTACHMENT C
LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

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

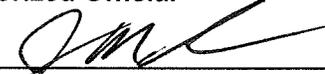
NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority

~~• 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: _____ (initial here)

Authorized Official

 Date 4/1, 2022

(Print) Name Jim McInnis Title V.P.

Company: Daan Construction Co.

Address: 3670 Carpenter Rd. Ypsilanti, MI 48197

Contact Phone (734) 971-4678 Fax (734) 971-4415

Email JMcInnis@daancompanies.com

ATTACHMENT D
PREVAILING WAGE DECLARATION OF COMPLIANCE

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

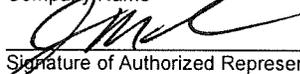
At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

The Contractor agrees:

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

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

Doan Construction Co.
Company Name

 4/1/22
Signature of Authorized Representative Date

Jim McInnis, V.P.
Print Name and Title

3670 Carpenter Rd, Ypsilanti, MI 48197
Address, City, State, Zip

734-971-4678
Phone/Email address

JmcInnis@doancompanies.com

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

ATTACHMENT E

LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

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

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

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$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

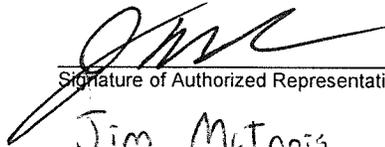
Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits

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.

Dean Construction Co
Company Name


Signature of Authorized Representative

4/1/22
Date

Jim McInnis, V.P.
Print Name and Title

3670 Carpenter Rd
Street Address

Ypsilanti, MI 48197
City, State, Zip

734-971-4678
Phone/Email address

JMcInnis@doancompanies.com

Attachment F

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**



ATTACHMENT G

Vendor Conflict of Interest Disclosure Form
--

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

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

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

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)
None	

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

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Doan Construction Co.	734-971-4678	
Vendor Name	Vendor Phone Number	
	4/1/22	Jim McInnis, V.P.
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

ATTACHMENT H**DECLARATION OF COMPLIANCE****Non-Discrimination Ordinance**

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

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

The Contractor agrees:

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

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

Doan Construction Co.

Company Name

Signature of Authorized Representative

Date

Print Name and Title

Address, City, State, Zip

Phone/Email Address

Jim McInnis
4/1/22
Jim McInnis, V.P.
3670 Carpenter Rd. Ypsilanti, MI 48197
734-971-4678
JMcInnis@doancompanies.com

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

ATTACHMENT I

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

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

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

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

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

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

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

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

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

MICHIGAN DEPARTMENT OF TRANSPORTATION CERTIFIED PAYROLL

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

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

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

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

Date _____

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

do hereby state:

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

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

_____ from the full _____ (Contractor or Subcontractor)

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

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

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

SECTION V – PROJECT SPECIFICATIONS

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

	Project Schedule
	Maintenance of Traffic
	Coordination and Cooperation
	Disposing of Excavated Material
	Protection of Utilities
	Vacuum Street and Utility Structure Cleaning Equipment
	Site Clean-up
	Materials and Supplies Certifications
	Contract Documents
	Working in the Rain
	Working in the Dark
	Quantities and Unit Prices
	General Construction Notes
	Concrete Durability
101	General Conditions, Max. \$50,000
102	Digital Audio Visual Coverage
103	Project Supervision, Max. \$15,000
104	Certified Payroll Compliance and Reporting
105	Minor Traffic Devices, Max. \$25,000
110	"No Parking" Signs
111	Pedestrian Type II Barricade, Temp
112	Conc. Barrier, Temp, Furnish & Operate
113	Lighted Arrow Board, Furnish & Operate
114	Plastic Drum – Lighted, Furnish & Operate
115	Temporary Sign, Type B, Furnish & Operate
120	Protect Corners
130	Tree Protection Fence
135-138	Stump, Remove, ____ Inch
140-143	Tree, Remove, ____ Inch
150	Fence, Remove
300	Culvert, Remove
302	Dr. Structure, Remove
303	Sewer, Remove
310-311	Culvert End Section
312	Culverts
320-322	Storm Sewer
323	Sewer Tap
330	Drainage Structure, Manhole
331	Drainage Structure, Single Inlet
332-333	Drainage Structure, Tap
340	Structure Cover, Special
500	Remove HMA Pavement
501	Remove Concrete Curb and Gutter
502	Remove Concrete Sidewalk or Drive
510-511	Sidewalk Grading
515	Sidewalk Ramp Grading
518	Subgrade Undercutting, Type II
520	Sand Subbase Course, Class II – CIP

521	21AA Limestone – CIP
522	Flowable Fill (backfill)
523	Maintenance Gravel
525-529	Underdrain
530-531	HMA
540-543	Concrete Sidewalk
550-551	Sidewalk Retaining Wall
560	Concrete Curb and Gutter
561	Concrete Driveway Opening
570	Detectable Warning
580-581	Adjust Utility Structure
590-591	Pavement Marking
701	Erosion Control, Silt Fence
702	Erosion Control, Inlet Protection
703	Riprap
800	Restoration
805	Irrigation System, Protect and Maintain
825-826	Fence, Chain Link
850	Clean-Up and Restoration, Maximum \$8,500

**DETAILED SPECIFICATION
FOR
PROJECT SCHEDULE**

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

1. The Contractor shall begin the work of this project on May 31, 2022; only upon receipt of the fully executed Contract and Notice to Proceed, expected after resolution to award by City Council, and the contractor's written schedule has been approved by the engineer.
2. The Contractor is expected to be furnished with the Contract for his/her execution on or before May 2, 2022. The Contractor shall properly execute the Contract and return with the required Bonds and Insurance documentation to the City within 10 days. The contractor shall not begin the work before the applicable date(s) described herein without approval from the Project Engineer.
3. Prior to the start of any construction, the Contractor shall submit in writing a detailed schedule of work for the Engineer's review and acceptance. **Work shall not commence** until a satisfactory progress schedule is accepted in writing by the Engineer. The proposed progress schedule must fully comply with the scheduling requirements contained in this Detailed Specification. The schedule shall clearly indicate, in detail, the start and the completion date for each Work Area (as described above) and the starting and completion dates for work on each street within the area. "Completion of Work" within an area is defined as the completion of the work as specified herein and as directed by the Engineer, including, but not limited to; completion of all driveway and sidewalk construction; final HMA construction; permanent pavement markings; all surface restoration including the placement of Engineer-approved topsoil, seed, and mulch blankets; plantings; clean-up of all disturbed areas including street cleaning; and, the removal of all temporary traffic control devices and "No Parking" signs.
4. This Contract requires sidewalk and associated work at five separate locations. The construction shall be completed within the following timeframes:
 - a. Nixon Road and Traver Boulevard – Work at this location shall be completed within **thirty (30) consecutive calendar days** from commencing work at this location. Work shall commence at this location no earlier than **June 13, 2022** and shall be completed by **August 27, 2022**. The location is located close to schools and the entire work at this location as required by this Contract, shall be during the schools' summer recess.
 - b. Platt Road – Work at this location shall be completed within **fourteen (14) consecutive calendar days** from commencing work at this location.
 - c. Saunders Crescent – Work at this location shall be completed within **fourteen (14) consecutive calendar days** from commencing work at this location.
 - d. Hutchins Avenue and Prescott Avenue - Work at this location shall be completed within **fourteen (14) consecutive calendar days** from commencing work at this location. The entire work at this location as required by this Contract, including stabilization of all disturbed areas shall be completed by **August 31, 2022**.
 - e. S. Main Street – Work at this location is subject to acquisition of Right-of-Way Easement,

and will not commence until **August 15, 2022** or when said easement is obtained, whichever occurs first. Work at this location shall be completed within **fourteen (14) consecutive calendar days** from commencing work at this location. The entire work at this location as required by this Contract, including stabilization of all disturbed areas shall be completed by **August 31, 2022**.

5. This project is on an expedited schedule.

- a. Once construction has commenced, the Contractor shall work continuously on the project until it is satisfactorily completed and approved in writing by the Engineer.
 - b. The Contractor is expected to mobilize sufficient personnel and equipment, and work the required overtime to complete the project by the dates specified herein.
 - c. It is the intent to provide some flexibility of the order of the locations; however the contractor may not perform construction activities at more than two locations at the same time.
 - d. The Contractor shall not suspend work on this project unless authorized in writing by the Engineer or stipulated elsewhere in the contract documents.
 - e. Should the Contractor demonstrate that they must work on a Sunday in order to maintain the project schedule, prior approval (as defined by the Department by noon the Thursday before) 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.
6. Failure to complete work by the above described intermediate and final completion dates shall require the Contractor to pay the City as Liquidated Damages, and not as penalty, the sum of \$750.00 dollars for each and every calendar day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or time extension(s) granted thereto.
7. All liquidated damages amounts are additive and may be charged concurrently. Should the Engineer approve a request for an extension of contract time and/or revise any intermediate or final completion date, liquidated damages will be based on the revised dates for which the time extensions specifically apply. Liquidated Damages will be charged for incomplete work during periods of seasonal suspensions.
8. The Contractor shall provide written, updated, revisions to the approved progress schedule each week and present it to the Engineer at the weekly progress meeting, and must obtain the Engineer's approval for any proposed deviations from the most current, approved, schedule.
9. The following workday, hour and other work restrictions are imposed by the City of Ann Arbor.

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

- Monday through Friday: 7am-8pm
- Saturday: 7am -8pm, notice given to City of Ann Arbor no less than 48 hours in advance
- Sunday: Only with written approval from the City of Ann Arbor

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

- Memorial Day, from 3pm Friday May 27 through 7am Tuesday, May 31
- Fourth of July, from 3pm Friday July 1 through 7am Tuesday, July 5
- Labor Day, from 3pm Friday September 2 through 7am Tuesday, September 6

No work shall be performed during University of Michigan home football games:

- September 3, 2022
- September 10, 2022
- September 17, 2022
- September 24, 2022
- October 15, 2022
- October 29, 2022
- November 12, 2022
- November 19, 2022

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

**DETAILED SPECIFICATION
FOR
MAINTENANCE OF TRAFFIC**

Page 1 of 2

DESCRIPTION

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

The Contractor shall furnish, erect, maintain and, upon completion of the work, remove all traffic control devices within the project and around the perimeter of the project for the safety and protection of local traffic. This includes, but is not limited to, advance, regulatory, and warning signs; barricades and channeling devices at intersections or on streets where traffic is to be maintained; barricades at the ends of the project and at right-of-way lines of intersecting streets; portable changeable message signs; lighted arrow boards, temporary signs, ramps and mat for pedestrian detours, and moving traffic control devices for construction operations. Payment shall be paid for as “Minor Traffic Devices, Max \$_____”.

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 and recycling pick-up, mail delivery and ingress/egress to private properties.

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

A lane-closure permit shall be obtained by the Contractor from the Engineering Division, at least 48 hours in advance of any proposed lane or street closing. The Contractor shall acquire a PIN (password) from Customer Service, login to eTRAKIT and apply for the permit. The issued permit shall be printed and displayed on site at all times.

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. Aside from the detour, 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 8:00 p.m. in order to minimize interference with rush-hour traffic. All traffic controls must be in-place and ready for traffic each day by 7:00 a.m.

Driveways shall not be blocked for extended periods of time unless arrangements can be made with the affected property owner(s) or resident(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.

The Contractor shall maintain pedestrian traffic at all times covered under the pay item “Minor Traffic

**DETAILED SPECIFICATION
FOR
MAINTENANCE OF TRAFFIC**

Page 2 of 2

Devices, Max \$ ____". For maintaining normal pedestrian traffic while performing sidewalk and driveway repair, Type I 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.

Throughout the duration of construction of the project, on-street parking in the construction area will not be allowed. Temporary "No Parking" signs will be supplied by the City. "No Parking" signs shall be erected after MISS DIG clearance (at least 48 hours prior to enforcement), maintained throughout the project duration, and salvaged and returned to the City of Ann Arbor at the W. R. Wheeler Service Center at the completion of the project, as described in the Detailed Specification for "No Parking" Signs. They will be paid for at the Contract Unit Price for "No Parking" Signs". The Contractor shall fill out the "Temporary Permission to Reserve Parking Lane for Work-Related Purposes" form for each street and submit to the City of Ann Arbor Engineering Unit at least five (5) business days in advance of sign installation. Any vehicle parked in the construction zone shall be ticketed and towed at the owner's expense.

At times when it becomes necessary to temporarily obstruct local traffic during the performance of the work, the Contractor shall provide traffic regulation in conformance with Chapter 6E of the MMUTCD. A minimum of two traffic regulators are required. The cost of traffic regulation shall be included in the contract pay item "Minor Traffic Devices, Max \$ ____".

The Contractor shall use quantities of dust palliative, maintenance aggregate, and hot patching mixture 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 and HMA wedging mixture, as required and directed by the Engineer for maintenance of traffic and local access, shall be included in contract pay item "General Conditions, Max. \$ ____" 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 (170 degrees Fahrenheit). 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. "No Parking" signs shall stay in effect on all newly placed asphalt surfaces for at least three days.

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.

There may be areas where the Engineer directs the paving of less than the full width of a phase to stagger the paving joints and to accommodate changes in crown and/or cross-sectional dimensions/locations. In these locations the gravel base courses shall be constructed to the full area of the phase, and the Contractor shall place traffic control devices on the base course grade as necessary, and shall place, maintain, and remove maintenance aggregate (MDOT 21AA) all as necessary, and as directed by the Engineer, to maintain local traffic to side streets and drives.

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

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 Public Works 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 may have overhead and/or underground facilities located within the Right-of-Way:

- The City of Ann Arbor
- DTE - MichCon (Michigan Consolidated Gas Company)
- DTE - Edison (Detroit Edison Company)
- SBC - (Ameritech)
- Comcast
- MCI Communications
- Sprint Communications
- The University of Michigan

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."

**DETAILED SPECIFICATION
FOR
DISPOSING OF EXCAVATED MATERIAL**

The Contractor shall dispose of, off site, 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."

**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."

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

The Contractor shall furnish and operate throughout the construction period, vacuum type street cleaning and utility structure cleaning equipment (Vac-All, Vactor, etc.) approved by the Engineer, as and when directed by the Engineer for dust control, for dirt/debris control, and for street cleaning immediately prior to, and for street and utility structure cleaning after any and all concrete work. 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."

**DETAILED SPECIFICATION
FOR
SITE CLEAN-UP**

Immediately after completion of construction on each street, the Contractor shall clean the entire area within the influence of construction, including but not limited to all pavement, sidewalks, lawn areas, and underground utility structures, of all materials which may have accumulated prior to or during the construction.

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

**DETAILED SPECIFICATION
FOR
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."

**DETAILED SPECIFICATION
FOR
CONTRACT DRAWINGS/PLANS AND SPECIFICATIONS**

The Contractor shall carefully check and review all Drawings/Plans 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, the Drawings and 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 to the conditions to be encountered in performing the work and all requirements of the contract.

**DETAILED SPECIFICATION
FOR
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
WORKING IN THE DARK**

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

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

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

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

**DETAILED SPECIFICATION
FOR
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 streets, or add streets, and no adjustment in unit price will be made for any change in any quantity.**

**DETAILED SPECIFICATION
FOR
GENERAL CONSTRUCTION NOTES**

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

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

**DETAILED SPECIFICATION
FOR
CONCRETE DURABILITY**

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 2012 MDOT Standard Specifications 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**

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 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 Na_2O equivalent. Equivalent sodium oxide is calculated as: (percent Na_2O + 0.658 x percent K_2O).

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 insure 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.

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.

**DETAILED SPECIFICATION
FOR
CONCRETE DURABILITY**

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.

Hand placed concrete: The air content for non-slip-form paving shall be 7.0% plus 1.5%, or minus 1.0%, at the point of placement.

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.

**DETAILED SPECIFICATION
FOR
CONCRETE DURABILITY**

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 throughout 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. 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 shall 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.

**DETAILED SPECIFICATION
FOR
CONCRETE DURABILITY**

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.

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

**DETAILED SPECIFICATION
FOR
CONCRETE DURABILITY**

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 #101 - GENERAL CONDITIONS, MAX \$ _____**

DESCRIPTION

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

- Scheduling and organization of all work, subcontractors, suppliers, testing, inspection, surveying, and staking
- Coordination of, and cooperation with, other contractors, agencies, departments, and utilities
- Protection and maintenance of Utilities
- Placing, maintaining, and removing all soil erosion and sedimentation controls
- Maintaining drainage
- Maintaining drives, drive openings, sidewalks, bike paths, mail deliveries, and solid waste/recyclepick-ups
- 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
- 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
- Parking meter bags
- Disposing of excavated materials and debris
- All miscellaneous and incidental items such as overhead, insurance, and permits.

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. 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, Max \$ _____

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 #102 - DIGITAL AUDIOVISUAL COVERAGE**

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 audiovisual 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 audiovisual 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. Editing of the video shall not be allowed and the speed and electronics of the recording equipment and DVD shall be equal to that which is standard to the videoing 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 video 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.
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

**DETAILED SPECIFICATION
FOR
ITEM #102 - DIGITAL AUDIOVISUAL COVERAGE**

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 audiovisual film coverage shall include the following:

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

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

AUDIOVISUAL FILMING SERVICES

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

Construction Video Media
Midwest Company
Topo Video, Inc.
Pre-Construction Media
Video Media Corp.
Finishing Touch Photo & Video

**DETAILED SPECIFICATION
FOR
ITEM #102 - DIGITAL AUDIOVISUAL COVERAGE**

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:

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

Audiovisual 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 #103 - PROJECT SUPERVISION, MAX \$ _____**

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.

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

**DETAILED SPECIFICATION
FOR
ITEM #103 - PROJECT SUPERVISION, MAX \$ _____**

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 subcontractors.

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.

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

**DETAILED SPECIFICATION
FOR
ITEM #103 - PROJECT SUPERVISION, MAX \$ _____**

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:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Project Supervision, Max \$ _____	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 #104 – CERTIFIED PAYROLL COMPLIANCE AND REPORTING**

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 #104 – CERTIFIED PAYROLL COMPLIANCE AND REPORTING**

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:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Certified Payroll	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
MINOR TRAFFIC DEVICES, Max. \$ _____**

DESCRIPTION

The work of Temporary Traffic Devices shall consist of protecting and maintaining vehicular and pedestrian traffic as shown on the plans, in the Maintenance of Traffic specification, and as directed by the Engineer, in accordance with Sections 103.05, 103.06, and 812 of the 2012 MDOT Standard Specifications for Construction; Part 6 of the Michigan Manual of Uniform Traffic Control Devices, Latest Revised Edition (MMUTCD); and the City Standard Specifications, except as modified herein. These devices include, but not limited to, advance, regulatory, and warning signs; barricades and channeling devices at intersecting streets on which traffic is to be maintained; barricades at the ends of the project and at right-of-way lines of intersecting streets; changeable message signs; lighted arrow boards; sign/signal covers and pavement marking cover tape for construction operations.

The work of Minor Traffic Devices shall include, but not be limited to:

- The furnishing and operating of miscellaneous signs, warning devices, flag-persons, 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;
- Temporarily covering existing pavement markings and symbols as directed;
- 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 flag-persons, channelizing devices, and signs as necessary, as directed by the Engineer, and in accordance with MMUTCD. Typical applications for maintaining pedestrian traffic in accordance with the MMUTCD are included in this detailed specification.

MATERIALS, EQUIPMENT, AND CONSTRUCTION METHODS

General

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

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.

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.

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

When traffic control devices have been damaged by, or due to, the negligence of the Contractor, his subcontractors or material suppliers, the traffic control devices shall be replaced at the Contractor's expense.

**DETAILED SPECIFICATION
FOR
MINOR TRAFFIC DEVICES, Max. \$ _____**

Lighted Plastic Drums; Barricades; Temporary Signs; Portable Changeable Message Signs; Lighted Arrow Boards; Pavement Marking Cover Tape; Temporary Pavement Markings

The Contractor shall furnish and operate these items as directed by the Engineer.

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

Lighted plastic drums shall be sufficiently ballasted to minimize tipping.

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

Sufficient signs shall be provided 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.

Removable black pavement marking cover tape shall be used to cover conflicting pavement markings as directed by the Engineer.

Temporary pavement markings may be used within transition areas as directed by the Engineer and shall be removable.

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.

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

Minor Traffic Devices, Max \$ _____

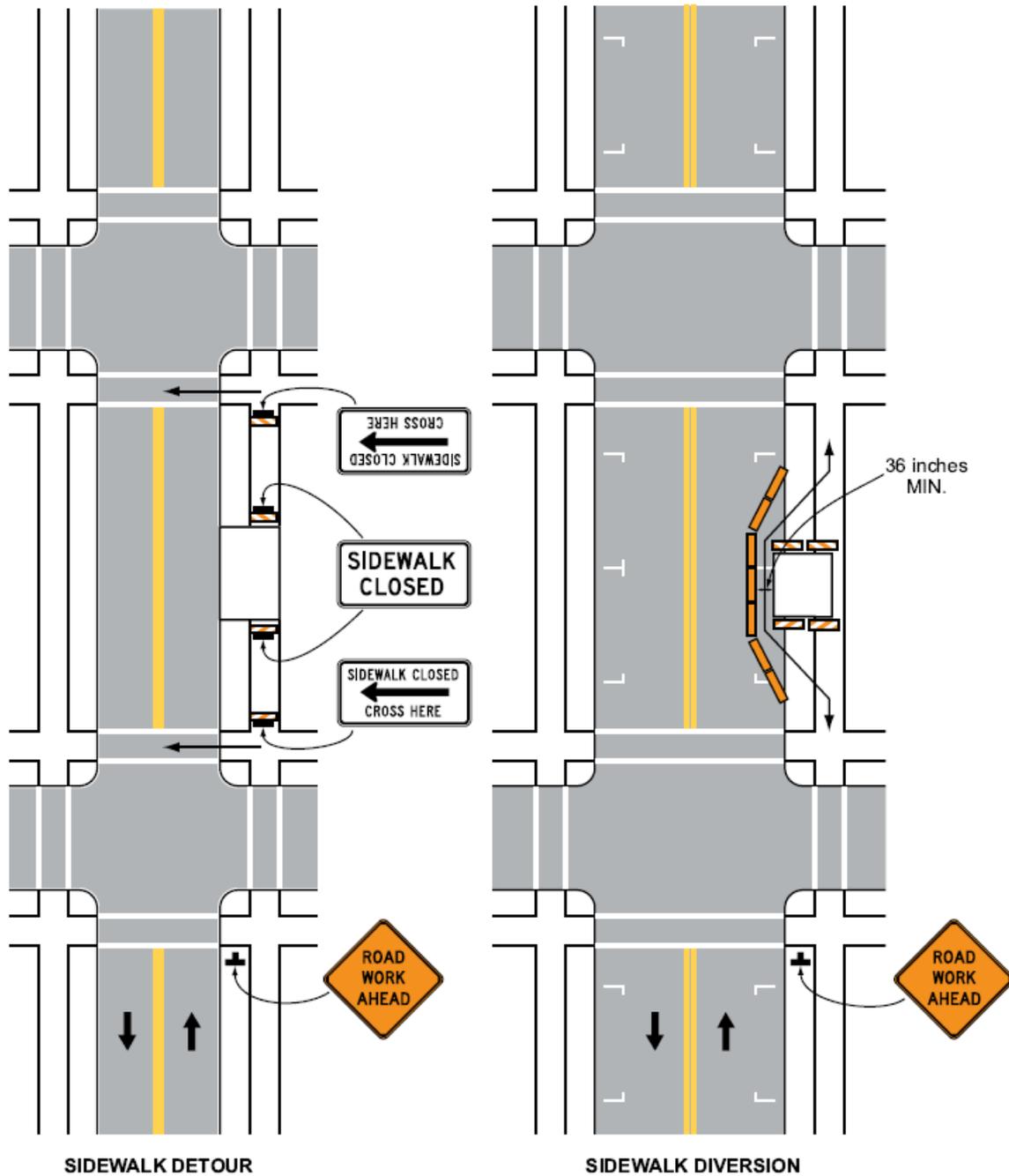
PAY UNIT

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
MINOR TRAFFIC DEVICES, Max. \$ _____**

Figure 6H-28. Sidewalk Detour or Diversion (TA-28)

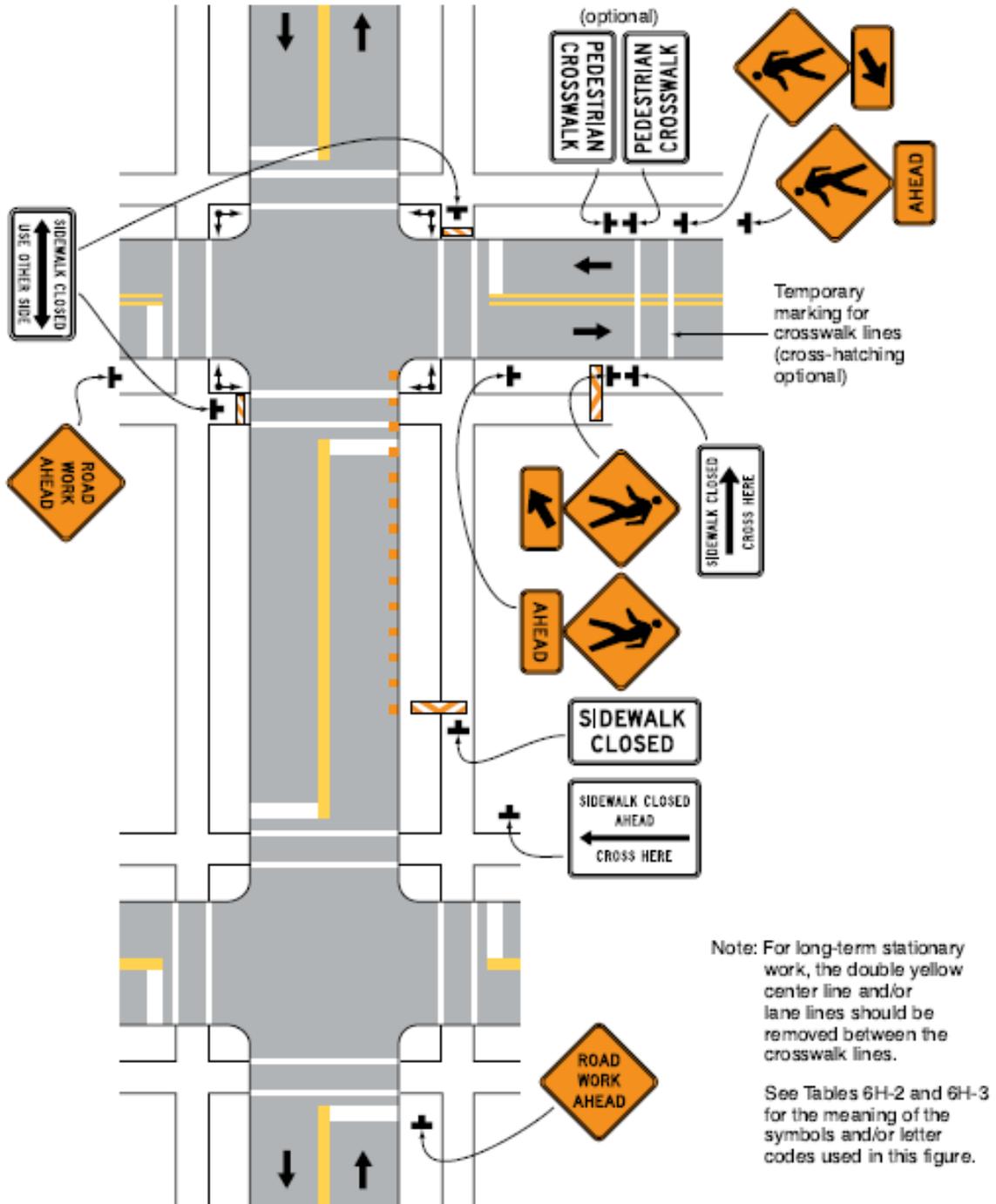


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Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.
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**DETAILED SPECIFICATION
FOR
MINOR TRAFFIC DEVICES, Max. \$ _____**

Figure 6H-29. Crosswalk Closures and Pedestrian Detours (TA-29)



Typical Application 29

**DETAILED SPECIFICATION
FOR
ITEM #110 - "NO PARKING" SIGNS**

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 most recent version of the 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 will be required to place "No Parking" signs where directed by the Engineer. The Contractor shall obtain a form for "Temporary Permission to Reserve Parking Lane for Work-Related Purposes" for each street from the City of Ann Arbor Engineering Unit. This form shall be submitted a minimum of five (5) days prior to the posting of "No Parking" signs. The issued permit must be printed and displayed on site at all times.

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. After MISS DIG Clearance, the Contractor shall install the signposts at least two feet deep into the ground, and there shall be a minimum 6-foot and maximum 7-foot clearance maintained between the bottom of the sign and the ground. The signs are to be placed at 150-foot intervals (or 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 returned to the City at the completion of the work. The cost of unreturned signs will be back-charged to the Contractor. "No Parking" signs shall be covered by the Contractor, thereby allowing on-street parking, whenever there is no work being performed for a period of time longer than 72 hours.

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.

"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.

PAY ITEM

PAY UNIT

"No Parking" Signs

Each

**DETAILED SPECIFICATION
FOR
ITEM #111 - PEDESTRIAN TYPE II BARRICADE, TEMP
ITEM #112 - CONC. BARRIER, TEMP, FURNISH AND OPERATE
ITEM #113 - LIGHTED ARROW BOARD, FURNISH AND OPERATE
ITEM #114 - PLASTIC DRUM – LIGHTED, FURNISH & OPERATE
ITEM #115 - TEMPORARY SIGN - TYPE B, FURNISH AND OPERATE**

DESCRIPTION

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

MATERIALS, EQUIPMENT, AND CONSTRUCTION METHODS

General

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

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 always be removed and replaced to provide a minimum of half the pavement width for maintaining traffic.

The Contractor shall maintain pedestrian traffic at all times. For maintaining normal pedestrian traffic while performing sidewalk and driveway repair, **Pedestrian Type II Barricade, Temp** 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, EXCEPT Temporary Curb for Bump-out. 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.

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 their employees, shall be enforced under appropriate City Code.

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, his subcontractors or material suppliers, the traffic control devices shall be replaced at the Contractor's expense.

Pedestrian Type II Barricade, Temp; Conc Barrier, Temp, Furnish and Operate; Plastic Drum – Lighted, Furnish and Operate; Temporary Sign, Type B, Furnish and Operate,

The Contractor shall furnish and operate these items as directed by the Engineer.

Type II pedestrian barricades shall have standard orange-and-white stripes on both sides of the barricade.

**DETAILED SPECIFICATION
FOR
ITEM #111 - PEDESTRIAN TYPE II BARRICADE, TEMP
ITEM #112 - CONC. BARRIER, TEMP, FURNISH AND OPERATE
ITEM #113 - LIGHTED ARROW BOARD, FURNISH AND OPERATE
ITEM #114 - PLASTIC DRUM – LIGHTED, FURNISH & OPERATE
ITEM #115 - TEMPORARY SIGN - TYPE B, FURNISH AND OPERATE**

Enough signs shall be provided by the Contractor to ensure the safety of the workers and the general public in accordance with the current 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

General

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.

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

Plastic Drum – Lighted, Furnish and Operate

There will be a one-time payment for each street for the maximum number of lighted drums in-place (operated) at any one time, as directed by the Engineer.

Temporary Sign - Type B, Furnish and Operate

Payment for Type B signs shall be for the maximum quantity used on each street.

Pedestrian Type II Barricade, Temp

Payment for furnishing and operating type II pedestrian barricades shall be for the maximum quantity in-place at any one time during the work of the entire project (all streets).

Lighted Arrow Board, Furnish and Operate

Measurement for furnishing and operating lighted arrow board will be for the maximum quantity in-place at any one time during the work of the entire project (all streets).

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:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Plastic Drum - Lighted - Furnish& Operate	Each
Temporary Sign, Type B	Square Foot
Pedestrian Type II Barricade, Temp	Each
Conc Barrier, Temp, Furnish and Operate	Foot
Lighted Arrow Board, Furnish and Operate	Each

**DETAILED SPECIFICATION
FOR
ITEM #120 - PROTECT LAND MONUMENTS, PROPERTY CORNERS, AND MARKERS**

DESCRIPTION

It shall be the Contractor's responsibility to take all necessary precautions not to disturb, move, or destroy any land monuments, property corners, or markers delineating the boundaries of property along or near the work.

The Contractor shall notify the Engineer of any land monuments, property corners, or markers that will be affected by the construction in sufficient time so that they may be properly protected or witnessed for later replacement by the Engineer.

Land monuments, property corners, or markers unnecessarily disturbed, moved, or destroyed by the Contractor shall be replaced by the City, in accordance with the requirements of the appropriate agency and Public Act. All costs associated with this replacement shall be charged to the Contractor.

The Contractor shall be aware that there are Section Corners and other City of Ann Arbor Geodetic control points within or near the project boundaries. The re-setting of these points, if disturbed, will require significant cost and work to restore them to their current level of accuracy. Consequently, if they are disturbed or damaged, in the sole opinion of the Engineer, the City of Ann Arbor will re-set them to a condition equal to, or better than, that which currently exists. The Contractor will be backcharged for all costs incurred in re-establishing these points including, but not limited to, time charged to coordinate the work amongst all involved parties, expenses associated with "blue-booking" the points, and all other related costs.

MEASUREMENT AND PAYMENT

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

PAY ITEM

PAY UNIT

Protect Corners

Each

Payment Protect Corners includes furnishing the labor, equipment and materials for all for protection of corners or re-setting of corners as specified herein.

**DETAILED SPECIFICATION
FOR
ITEM #130 – TREE PROTECTION FENCE**

DESCRIPTION

This work shall consist of taking all reasonable measures to protect all existing trees and vegetation designated to remain and to be protected within the project limits and the construction influence area, in accordance with Sections 201.03.A.2 and Section 808 of the Michigan Department of Transportation 2020 Standard Specifications for Construction; except as specified herein. The work shall also consist of installing protective fencing at the limits of the construction area as shown on the plans or in areas directed by the Engineer.

MATERIALS

Fabric shall be orange, vinyl, snow fence material, 4 feet tall. Posts shall be 6 foot long, T-shaped, metal posts or 2 inch square hardwood stakes

MEANS AND METHODS OF PROTECTION

Install protective fence at the limits of the construction area as shown on the plans or as directed by the Engineer.

The Contractor shall not operate equipment within the tree protection fence of any existing tree without the approval of the Engineer.

Construction material, supplies, or equipment shall not be stockpiled or stored within the limits of the tree protection fence.

Vehicles and personnel are not permitted within the limits of the tree protection fence.

The Contractor shall not attach chains, cables, ropes, nails, or other articles to any tree at any time.

Tree roots exposed during construction that are 2 inch or greater in diameter must be pruned. All pruning operations shall be reviewed and approved by the Engineer. All root pruning shall be performed with sharp tools and shall provide clean cuts that do not unnecessarily damage the remaining bark or root. The Contractor shall not perform any backfilling operations until all root maintenance has been performed.

Any trees damaged due to the Contractor's activities, or the activities of the Contractor's subcontractors or suppliers, shall be repaired under the direction of the City Forester by an approved forestry specialist. The costs of these repairs shall be the sole responsibility of the Contractor.

Should the Contractor's operations damage a plant or trees' roots to the extent that it must be removed, the Contractor shall:

1. Replace the plant with a commensurate size and type of plant, or
2. Replace damaged trees with 2½" caliper trees of the species as determined by the City, or
3. Compensate the City of Ann Arbor or the property owner for the cash value of the plant or tree as determined by the City of Ann Arbor's Forester.

The City of Ann Arbor shall be solely responsible for determining which compensation method is used.

The City Forester shall supervise the replacement of any trees at the sole expense of the Contractor.

**DETAILED SPECIFICATION
FOR
ITEM #130 – TREE PROTECTION FENCE**

Remove tree protection fence when directed by the Engineer.

MEASUREMENT AND PAYMENT

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

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Tree Protection Fence.....	Foot

“Tree Protection Fence” will be measured in length, by feet of protective fence used, and will be paid for at the contract unit price which shall be payment in full for all labor, materials, and equipment needed to accomplish this work. No additional payment will be made for maintenance or reinstallation of fence during the construction period. No additional payment will be made for repair or replacement of vegetation as noted above.

**DETAILED SPECIFICATION
FOR
ITEM #135-138 - STUMP, REMOVE, __ INCH
ITEM #140-143 - TREE, REMOVE, __ INCH**

DESCRIPTION

This work shall consist of the removal of trees and stumps where indicated on the Plans, and as directed by the Engineer. This work shall include removing remaining stumps and roots from the ground where trees have previously been removed; and cutting and removing trees, their stumps, and roots from the ground. All removed materials shall be disposed of. Complete this work according to the MDOT 2012 Standard Specifications for Construction Section 202 and this detailed specification.

MEASUREMENT AND PAYMENT

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

Pay Item	Pay Unit
Stump, Rem, __ Inch	Each
Tree, Rem, __ Inch.....	Each

Pay Items include all labor, equipment and materials necessary to complete the work as described.

The tree size shall be determined by the average diameter of the tree trunk, measured to the nearest full inch, at a point 4-1/2 feet above the base of the tree at the ground line. Trees having major limbs lower than 4-1/2 feet above the ground shall be measured at the smallest diameter below such limbs. Where more than one tree has grown from a common stump, each tree shall be measured as a separate tree.

The stump size shall be the diameter measured to the nearest full inch at the top of the stump.

Tree removal pay items include respective stump removal.

The cost of removing trees or stumps with a diameter less than 6 inches is included in other pay items.

**DETAILED SPECIFICATION
FOR
ITEM #150 - FENCE, REM**

DESCRIPTION

This work shall consist of removing existing fence in accordance with Section 204 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, as shown on the plans, and as specified herein.

MATERIALS

The materials used for this work shall conform to Subsection 204.02 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, except as specified herein.

CONSTRUCTION METHOD

The construction methods used shall conform to Section 204.03 of the Michigan Department of Transportation 2020 Standard Specifications for Construction except as specified herein.

MEASUREMENT AND PAYMENT

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

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Fence, Rem	Foot

Payment for removing fence shall include all labor, material, and equipment required to remove the existing fence as shown on the Plans or as determined by the Engineer. Work shall include, but is not limited to, all removal, of fence, gates, posts, rails, tension wire, bracing, post caps, post extensions, barbed wire, and all other attached parts; protection of existing improvements; furnishing, installing, and removing temporary fencing; removal and disposal of unsuitable material; and all items necessary to complete the job, whether specifically mentioned or implied. Measurement for removing fence will be in linear feet, determined by field measure along the bottom of the fence with no deduction for gate openings.

**DETAILED SPECIFICATION
FOR
ITEM #300-301 - CULVERT, REM
ITEM #302 - DR STRUCTURE, REM
ITEM #302 - SEWER, REM**

DESCRIPTION

This work shall consist of furnishing all labor, tools, equipment, and material to remove, and dispose of off-site, sewers, culverts, and/or drainage structures, in accordance with Section 203 of the 2020 Michigan Department of Transportation Standard Specifications for Construction, and as specified herein.

MATERIALS

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

CONSTRUCTION METHOD

Sewers, culverts, 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, culvert, 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>PAY ITEM</u>	<u>PAY UNIT</u>
Sewer, Any Size or Depth, Rem	Lft
Culvert, Less than 24 inch, Rem	Each
Culvert, 24 inch to 48 inch, Rem	Each
Dr 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 #310-311 – CULV. END SECTION
ITEM #312 - CULVERTS**

DESCRIPTION

This work shall consist of constructing Culverts in accordance with Section 401 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, as shown on the plans, and as specified herein.

MATERIALS

The materials used for this work shall conform to Subsection 401.02 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, except as specified herein.

CONSTRUCTION METHOD

The construction methods used shall conform to Section 401.03 of the Michigan Department of Transportation 2020 Standard Specifications for Construction except as specified herein.

MEASUREMENT AND PAYMENT

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

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Culvert, End Section, ___ inch	Foot
Culvert, CI ___, ___ inch	Foot

Payment includes all labor, material, and equipment necessary for furnishing and installing culvert pipe in open cut trench, and shall include, but is not limited to, all excavation, sheeting, bracing, shoring, dewatering, and backfilling; disposal of excess excavated material; protection of existing improvements; sand backfill; stone pipe bedding; cleanup; and all other items necessary to complete the job, whether specifically mentioned or implied.

**DETAILED SPECIFICATION
FOR
ITEM #320-322 - STORM SEWER, MODIFIED
ITEM #323 – SEWER TAP**

DESCRIPTION

This work shall consist of installing storm sewer in accordance with Section 402 of the Michigan Department of Transportation 2020 Standard Specifications for Construction and as specified herein. All newly constructed storm sewer shall be tested and video inspected in accordance with the requirements of this Detailed Specification.

The Contractor shall furnish all materials, equipment, tools, and labor necessary to perform the work required by this Detailed Specification and shall unload, haul, distribute, store, and install all pipe, fittings, and accessories.

The Contractor shall excavate all trenches and pits to the required dimensions; excavate the bell holes; sheet, brace, and properly support the adjoining ground or structures where necessary to comply with MIOSHA and other relevant safety standards; properly handle and remove all drainage or ground water so that the work can be completed in accordance with the specifications; install and test the pipe, fittings, and accessories; backfill and compact all fill materials within trenches and pits; and remove and properly dispose of surplus or unsuitable excavated material off-site.

MATERIALS

The materials used for this work shall be in accordance with Section 402.02 except as modified herein.

Bedding and backfill for Trench Detail I, Modified shall be Granular Material, Class II, meeting the requirements of Section 902. Bedding and backfill for Trench Detail V, Modified shall be Granular Material, Class II and Engineer-approved material for the backfill that is placed at an elevation greater than 1-foot above the top-of-pipe and/or outside the 1:1 influence line of paved areas.

All pipe shall be concrete, contain steel reinforcement, and shall be of the type, class, and size as shown on the plans.

Reinforced concrete pipe shall conform to the requirements for reinforced concrete pipe of ASTM Designation C 76, Class IV, unless otherwise designated on the Plans. For diameters larger than listed in ASTM Specifications, wall thickness and reinforcing steel shall be as shown in Section 909 Table 909-3 or 909-4 as applicable.

Reinforced elliptical concrete pipe shall conform to the requirements for reinforced concrete elliptical pipe of ASTM Designation C 507, Class as designated on the Plans. For diameters larger than listed in ASTM Specifications, wall thickness and reinforced steel shall be as shown in Section 909 Table 909-5.

Joints for reinforced concrete pipe shall meet ASTM C 443 and shall be rubber gasket for tongue and groove, full bell and spigot rubber O-ring gasket, or modified grooved tongue with rubber gasket. Joints for sewers over 36 inches in diameter shall have inside joints cement mortar pointed to their full depth and shall have the outside joints provided with a cement mortar collar.

Joints for reinforced concrete elliptical pipe shall be mastic compound with inside cement mortar pointing to full depth and outside cement mortar collar.

**DETAILED SPECIFICATION
FOR
ITEM #320-322 - STORM SEWER, MODIFIED
ITEM #323 – SEWER TAP**

Lubricants used in making up joints shall be supplied by the pipe manufacturer and the joints shall be coupled in accordance with the manufacturer's requirements.

Class X concrete as described in this Detailed Specification shall consist of Portland Cement, coarse and fine aggregates, and water, proportioned with 282 lbs. cement (3 sacks) per cubic yard to produce a minimum 28 day compressive strength of 1000 psi.

PIPE INSPECTION AND DELIVERY

The following information shall be clearly marked on each length of pipe:

- a) The pipe designation and class (e.g., C 76, Class IV).
- b) The name or trademark of the manufacturer.
- c) Identification of the manufacturing plant.
- d) The date of manufacture.
- e) Testing lot number or testing lab stamp.
- f) Reinforced concrete pipe with elliptical reinforcement shall be clearly marked on the inside and the outside opposite walls along the minor axes of the elliptical reinforcing.
- g) Beveled pipe shall be marked with the amount of bevel and the point of maximum length shall be marked on the beveled end.

All pipe furnished shall be subject to inspection on arrival at the job site by the Engineer. The purpose of the inspection shall be to cull and reject pipe or fittings that, independent of physical tests specified under the standard specifications designated herein, fail to conform to the requirements of these Specifications.

The Contractor shall notify the Engineer sufficiently in advance so that an Inspector may be on the job during the unloading of materials. A minimum notice of 24 hours is required for such unloading and inspection.

Concrete pipe of any type shall be subject to rejection on account of any of the following:

- a) Variation in any dimension exceeding the permissible variations given in the material specifications.
- b) Fractures or cracks passing through the wall.
- c) Defects that indicate imperfect proportioning, mixing, or molding.
- d) Surface defects indicating honeycombed or open texture.
- e) Variation of more than 1/16 inch per lineal foot in alignment of pipe intended to be straight.
- f) Insecure attachment of branches or spurs.
- g) Damaged ends, where in the judgment of the Engineer such damage would prevent making a satisfactory joint.

Rejected pipe shall be plainly marked by the Inspector and immediately removed from the site of the work by the Contractor without cost to the project.

**DETAILED SPECIFICATION
FOR
ITEM #320-322 - STORM SEWER, MODIFIED
ITEM #323 – SEWER TAP**

All pipe furnished shall be accompanied by the manufacturer's certificate of test showing conformity with the Specifications. Each certificate shall identify a specific lot number, quantity of pipe, and show actual test results for the lot furnished. These certificates shall be submitted to the Inspector at the time of unloading.

CONSTRUCTION METHOD

All construction shall be performed in accordance with Section 402.03 except as modified herein.

The Contractor shall fully comply with all laws and regulations governing construction methods and the furnishing and use of all safeguards, safety devices, protective equipment, and pollution controls. Where required to support the surfaces of adjacent roadways, structures, or excavations, or to protect the construction work, adjacent work, or workmen, the Contractor shall design and install sheeting, bracing, and shoring. The Engineer will not review the Contractor's design(s) or be responsible for the adequacy of the elements supporting the trench. The placing of such supports shall not release the Contractor of the responsibility for the sufficiency and integrity of the trench, trench opening, and the safety of all persons involved in the work. In the removing of sheeting and bracing after the construction has been completed, special care shall be taken to prevent any caving of the sides of the excavation and injury to the completed work or to adjacent property.

The bedding and backfill for Trench Detail I, Modified shall be MDOT Class II sand compacted to 95% of its maximum dry density. Compaction shall be performed as specified elsewhere in this Detailed Specification.

The bedding and backfill for Trench Detail V, Modified to a point 12 inches above the top of pipe, shall be MDOT Class II granular material compacted to 95% of its maximum dry density. The backfill above a point 12 inches above the top of pipe shall be Engineer-approved material, compacted to 90% of its maximum dry density. Compaction shall be performed as specified elsewhere in this Detailed Specification.

The Contractor shall proceed with caution in the excavation and preparation of the trench so that the exact location of underground structures, both known and unknown, may be determined, and the Contractor shall be held responsible for the repair of such structures when broken or otherwise damaged. The Contractor shall not intentionally remove existing storm sewer, storm sewer leads, or sanitary sewer leads in lieu of protecting and preserving them in order to expedite the proposed construction.

Excavation normally shall be by open cut from the surface, except as otherwise specified, or in special cases where crossing under trees, pavements, or structures. The Contractor may use tunnel methods if permitted in writing by the Engineer, provided his method of backfill is such, in the judgment of the Engineer, as to avoid any present or future injury to the tree, pavement, or structure. All excavation shall be in such manner as will provide adequate room for the construction and installation of the work to the lines, grades and dimensions shown on the Plans.

The trench shall be excavated to a minimum of four inches below the final location of the pipe. For reinforced concrete pipe 66" in diameter or larger, the trench will be excavated to a minimum of six inches below the pipe. This cut shall be filled to the level of the bottom quadrant of the pipe with Class II granular material as specified herein, shaped and compacted to the pipe barrel.

**DETAILED SPECIFICATION
FOR
ITEM #320-322 - STORM SEWER, MODIFIED
ITEM #323 – SEWER TAP**

Bell holes shall be provided in the trench bottom at each joint to permit the joints to be made properly.

The Contractor shall dig-up and expose all utility crossings prior to laying any storm sewer pipe. This will allow the Engineer to adjust the grade of the storm sewer, if possible, to avoid the existing utilities. The costs of the exploratory excavation, and all related costs, shall be included in the unit price of the storm sewer. The Engineer may require that some dig-ups be performed out of the current construction stage or phase where the sewer work is taking place in order to aid in alignment decisions. Any required traffic control measures required to comply with this requirement shall be included in the costs of “Minor Traffic Devices, Max ____”.

During the construction it may be necessary to cross under or over certain sewers, drains, culverts, water lines, gas lines, electric lines, and other underground structures or facilities, known or unknown. The Contractor shall make every effort to prevent damage to such underground structures and facilities. Wherever such structures or facilities are disturbed or broken, they shall be restored to a condition that is as good, or better than, that which existed prior to the disturbance and shall be acceptable to the owner and the City, at the Contractor's expense. These crossings shall be made with a minimum of twelve inches of vertical clearance between facilities.

Should the storm sewer conflict with abandoned sewers or water mains, the conflicting section of abandoned sewer or water main shall be removed and the remaining sections shall be (re)abandoned in accordance the Detailed Specification for “Water Main and Appurtenances, Abandon” and the Detailed Specification for “Sewer, Any Size or Depth, Abandon,” except that flow filling the sewer will not be required. All the abandonment work shall be included in the cost of the storm sewer and will not be paid for separately.

Not more than 50 feet of trench shall be open at one time in advance of the pipe laying operation. At no time shall more than 200 feet of trench be opened and incompletely backfilled. At the end of each day, no more than 25 feet of trench may be left open, and access to all drives shall be restored. This opening shall be surrounded by fencing and barricades, or plated. The remainder of the trenching operation shall be available for safe vehicular and pedestrian traffic at all times.

All excavated material approved by the Engineer as backfill material and imported backfill material shall be piled in a manner that will not endanger the work and that will avoid obstructing sidewalks and driveways. All excavated material which is unsuitable for backfill shall be immediately removed from the site by the Contractor unless otherwise provided in the contract documents. Hydrants under pressure, manholes of any kind, valve boxes, curb stop boxes, fire and police call boxes, and other utility controls shall be left unobstructed and accessible until the work is completed. Gutters shall be kept clear, or other satisfactory provisions made, for street drainage, and natural water courses shall not be obstructed.

Each pipe shall be inspected for defects prior to being lowered into the trench. Inside of pipe and outside of spigot shall be cleaned of any earth or foreign matter.

Proper implements, tools, and facilities satisfactory to the Engineer shall be provided and used by the Contractor for the safe and convenient prosecution of the work. All pipe, manhole bases, manhole sections, and other similar items shall be carefully lowered into the trench piece by piece by means of

**DETAILED SPECIFICATION
FOR
ITEM #320-322 - STORM SEWER, MODIFIED
ITEM #323 – SEWER TAP**

suitable tools or equipment as recommended by the manufacturer, in such a manner as to prevent damage to them and their protective coatings and linings. Under no circumstances shall materials be dropped or dumped into the trench.

Construction of sewers shall begin at the outlet end and proceed upgrade. Pipe shall be laid on the prepared pipe bedding with the bell ends facing the direction of laying, unless otherwise directed by the Engineer.

The Contractor shall take every precaution to prevent foreign material from entering the pipe while it is being placed in the line. During laying operations, no debris, tools, clothing or other materials shall be placed in the pipe. At times when pipe laying is not in progress, the open ends of pipe shall be closed by a watertight plug. This provision shall apply during the noon hours as well as overnight. If water is in the trench, the seal shall remain in place until the trench is pumped completely dry.

Pipe shall be jointed as specified elsewhere herein.

No pipe shall be laid until a cut sheet for that pipe has been approved by the Engineer. All pipe shall be laid at the correct line and grade as indicated by the grade stakes and offset line. The correct line and grade shall be maintained by the use of a laser alignment system. Each pipe, as laid, shall be checked by the Contractor to ensure that this result is obtained. The grade as shown on the Plans is that of the pipe invert for sewers and the work must conform to this profile. A variation of ¼" from this profile grade will be deemed sufficient reason to cause the work to be rejected and re-laid. Sewer pipe alignment shall be maintained so as to not vary more than ½" from the correct line on pipes up to 36 inches in diameter nor more than 1" on pipes 42 inches in diameter and larger. Any pipe found out of line shall be re-laid properly by the Contractor.

Mechanical means shall be used for pulling home all rubber-gasketed pipe regardless of trench condition where manual means will not result in pushing and holding the pipe home. When a trench box or liner is used, a cable shall be used to pull the joints home and hold them in position.

Where work is performed in wet trenches or trenches with running sand, the Contractor shall provide and use mechanical means for pulling the pipe home in making up the joint and for holding the pipe joints tight until completion of the line. Mechanical means shall consist of a cable placed inside or outside of the pipe with a suitable winch, jack, or come-along for pulling the pipe home and holding the pipe in position.

Where not required by these Specifications, manual means will be acceptable only if the joints can be pushed home and hold themselves securely in place.

All pipes shall be bed on a four inch or thicker layer of compacted Class II granular material (unless noted otherwise on the applicable trench details) unless pipe undercutting is required. Perform any required pipe undercutting as directed by the Engineer and in accordance with the Section 402.03.A.

Where Class II granular material used as pipe bedding is required by the plans, from the bedding to the pipe centerline backfill shall be carefully placed Class II granular material, placed in maximum lift thicknesses of six inches, loose measure. Each lift shall be thoroughly compacted by hand tamps, pneumatic "pogo-sticks", or other approved methods, to at least 95% of the material's maximum dry

**DETAILED SPECIFICATION
FOR
ITEM #320-322 - STORM SEWER, MODIFIED
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density at optimum moisture content. Each lift shall extend the full width of the space between the pipe and trench wall, and the fill shall be brought up evenly on both sides of the pipe. The backfill under the haunches of the pipe shall be consolidated by the use of a tee-bar.

When the pipe is greater than 48 inch diameter, or when permitted in writing by the Engineer, the Class II granular fill from the bedding to the centerline may be replaced by 6A, 17A, or 34R aggregate meeting the requirements of Section 902. A suitable geotextile separator, approved by the Engineer, shall be provided around and above the coarse aggregate to prevent intrusion of succeeding backfill materials.

Where Class II granular material used as pipe bedding is required by the plans, from the pipe centerline to the top of the pipe, backfill shall be Class II granular material placed in maximum lift thicknesses of six inches, loose measure. Each lift shall be thoroughly compacted by hand tamps, pneumatic "pogo-sticks", or other approved methods, to at least 95% of the material's maximum dry density.

From the top of the pipe to two feet above the top of the pipe backfill shall be Class II granular material uniformly spread and machine tamped. Machine tamping shall include manually operated vibrating plate compactors. The backfill material shall be compacted in lifts of twelve inches, loose measure.

From two feet above the top of the pipe to the grade shown on the Plans or to the subgrade of surface materials, or to the subgrade of surface structures, backfill shall be Class II granular material (Trench Detail I installations) uniformly spread and machine tamped. If machine tamping includes manually operated vibrating plate compactors or self propelled vibrating rollers the backfill material shall be compacted in lifts not exceeding twelve inches, loose measure. If a backhoe mounted compactor is employed, the backfill material shall be compacted in lifts of thirty-six inches, loose measure. Approval to use a particular machine tamping method will be withdrawn by the Engineer if the method causes injury to the pipe or adjacent structures or movement of the pipe. Each lift shall be thoroughly compacted to at least 95% of material's maximum dry density. The Engineer may give consideration to giving written permission to increase the thickness of the lifts specified in this paragraph if satisfactory compaction is achieved and no undesirable side effects occur.

From one foot above the top of the pipe to the grade shown on the Plans or to the subgrade of surface materials, or to the subgrade of surface structures, backfill shall be Engineer-approved material (Trench Detail V installations) uniformly spread and machine tamped. If machine tamping includes manually operated vibrating plate compactors or self propelled vibrating rollers the backfill material shall be compacted in lifts not exceeding twelve inches, loose measure. If a backhoe mounted compactor is employed, the backfill material shall be compacted in lifts of thirty-six inches, loose measure. Approval to use a particular machine tamping method will be withdrawn by the Engineer if the method causes injury to the pipe or adjacent structures or movement of the pipe. Each lift shall be thoroughly compacted to at least 90% of the material's maximum dry density.

All storm sewer shall be television inspected by the Contractor. The Contractor shall furnish all labor, equipment and materials necessary for the television inspection. The Engineer shall be given 24 hours notice so that an Inspector may witness the television inspection. All storm sewer lines are to be thoroughly cleaned prior to television inspection, by jetting of the lines or other approved methods. Television inspection shall consist of wetting the invert of the section by pouring clean water in the upstream manhole until it appears in the downstream manhole, and then, after the water has stopped

**DETAILED SPECIFICATION
FOR
ITEM #320-322 - STORM SEWER, MODIFIED
ITEM #323 – SEWER TAP**

flowing, passing a television camera through the section. The television camera shall be passed through the section of pipe from the downstream to upstream end. Any runs of sewer not televised in this manner shall be re-televised at the Contractor’s expense. The camera shall be connected to a monitor and a digital video recorder capable of generating DVD format disks. The video inspection record shall indicate the date, the section tested, and the actual distance from the beginning manhole to the ending manhole and shall note each visible defect. The DVD shall be furnished to the Engineer for review.

The television inspection will be deemed satisfactory if no visible defects, including, but not limited to, dips or low spots, high spots, errors in horizontal or vertical alignment, joint offsets, leaks, cracks, standing water greater than ¼”, or debris, are present. Only after all tests have been successfully completed, and acknowledged by the Engineer in writing, may the storm sewer be placed into service.

If a sewer repair is required as a result of damage during construction operations or television inspection failure, the Contractor shall expose the sewer pipe and perform the required correction(s), as specified herein and as directed by the Engineer.

If the repair is required due to the pipe being out of alignment or off grade, the pipe shall be adjusted so as to be placed in proper alignment and grade. Coarse-graded aggregate material shall be carefully placed under the haunches of the realigned pipe and compacted by the use of a tee-bar. From the haunches of the pipe, backfilling shall be performed in accordance with the requirements for backfilling as outlined elsewhere in this Detailed Specification.

If the pipe cannot be satisfactorily realigned or an open joint reset; or if the pipe is cracked, broken, or permanently deflected, the affected pipe shall be removed and replaced with the same pipe material. The pipe to be removed is to be sawed on each side of the damaged section in a neat and workmanlike manner without damage to the adjacent pipe. The replacement pipe section shall fit flush to the remaining pipe at each end. These sawed joints shall be coupled using a flexible pipe coupling and stainless steel shear ring. These joints shall be encased to the pipe centerline with Class X concrete one foot on either side of the flexible coupling. The remaining pipe backfill shall be performed in accordance with the applicable requirements for backfilling as outlined elsewhere in this Detailed Specification.

MEASUREMENT AND PAYMENT

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

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Sewer, CI C 76 IV, _ inch, Tr Det I, Modified	Foot
Sewer, CI C 76 IV, _ inch, Tr Det V, Modified.....	Foot
Sewer Tap, 12-inch.....	Each

The items of work listed above shall be paid for by the length of pipe actually installed. The unit price for this item of work shall include all labor, material, and equipment costs, including video inspection, and all needed items to properly complete the work as shown on the plans, as detailed in the Specifications, and as directed by the Engineer.

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The herein specified dig-ups shall be included in the cost of the pipe and not paid for separately.

Sewer Tap, ___-inch shall be paid for per each and shall include all labor, material and equipment required to tap the existing sewer pipe for a blind tap pipe connection to the existing pipe of the size specified.

DETAILED SPECIFICATION
FOR
ITEM #330 **DRAINAGE STRUCTURE, MANHOLE, TYPE 1**
ITEM #331 **DRAINAGE STRUCTURE, SINGLE INLET**
ITEM #332-333 **DRAINAGE STRUCTURE, TAP**

DESCRIPTION

This work shall consist of constructing drainage structures in accordance with Section 403 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, as shown on the plans, and as specified herein.

MATERIALS

The materials used for this work shall conform to Subsection 403.02 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, except as specified herein.

Storm sewer drainage structures shall be constructed of precast or cast-in-place reinforced concrete sections, or concrete masonry units. All sanitary sewer manholes and gate wells (water main valve manholes) shall be constructed of precast reinforced concrete sections.

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

Precast manhole tees and radius pipe sections shall conform to requirements for reinforced concrete pipe, ASTM C-76, Class IV. Joints shall conform to adjacent pipe. Tees and radius pipe shall conform to details indicated on drawings offered by the Concrete Pipe Association of Michigan, Inc., or Engineer approved equal.

If precast drainage structures are used, they shall be designed to accommodate HL-93 Modified Live Load requirements as determined by a Professional Engineer licensed by the State of Michigan, regardless of where they are to be installed. For the purposes of design, a HL-93 Modified Live Load shall consist of 1.2 times the design truck or 1.2 times a single 60 kip load, whichever produces the greater stresses.

If precast structures are used, the Contractor shall field verify inverts prior to fabricating precast units. No additional payment will be made to the Contractor for precast units that cannot be used due to existing inverts being different than shown on the plans, changes in vertical or horizontal alignment due to conditions found in the field, or similar unforeseen circumstances.

If the Contractor elects to use pre-cast drainage structures, or if portions of the drainage structures are constructed with pre-cast concrete elements, the Contractor shall submit to the Engineer for review and approval shop drawings in accordance with Section 104.02 of the Michigan Department of Transportation 2020 Standard Specifications for Construction.

For each submittal or resubmittal, the Contractor shall allow at least 14 calendar days from the date of the submittal to receive the Engineer's acceptance or request for revisions. The Engineer's comments shall be incorporated into the submitted plans, calculations and descriptions. The Engineer's acceptance is required before beginning the work. Resubmittals shall be reviewed and returned to the General Contractor within 14 calendar days. Required revisions will not be a basis of payment for

DETAILED SPECIFICATION
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additional compensation, extra work, or an extension of contract time. The Contractor shall include time for this entire review process in his/her CPM network schedule.

Concrete masonry units shall conform to the requirements for concrete masonry units for catch basins and manholes, ASTM C-139.

Concrete brick shall conform to the requirements for concrete building brick, ASTM C-55, Grade N-1.

Slide gate assemblies for use on structures with weirs shall be designed to meet or exceed the current AWWA Standard C513. The slide plate, guide frame, and yoke pedestal shall be fabricated from minimum 1/4" thickness 6061-T6 aluminum plate and shapes, and shall be designed to deflect no more than 1/360 of the span width under full design head. Slide gate upper seals shall be fabricated Ultra High Molecular Weight Polyethylene. Weir gate invert seals shall be fabricated from neoprene. All seals shall prevent leakage without requiring adjustments. Gate operators shall be non-rising stem type with a bronze operating nut supported by roller thrust bearings top and bottom secured in an accurately machined cast aluminum housing bolted to the pedestal. Stems shall be 1 1/2" diameter stainless steel rod.

Where specified on the plans, use a PVC liner that is 30 mils thick. The PVC liner shall be seamless for its entire length and width in its installed position. Use resins to manufacture the PVC liner that are 100 percent first quality virgin polyvinyl chloride. The PVC liner must be resistant to ultraviolet degradation, construction damage and all forms of biological and chemical degradation normally encountered in highway construction applications. Satisfy the physical properties contained in the following table.

PVC Liner Physical Requirements

Property	Test Method	Requirement
Thickness Tolerance	ASTM D 1593	5+/- percent
100 Percent Modulus	ASTM D 882	1000 psi (minimum)
Elongation @ Break	ASTM D 882	300 percent (minimum)
Dimensional Stability	ASTM D 1204 (212 degrees F, 15 minutes)	5 percent change (maximum)

With each material shipment, provide test data certification from the manufacturer which includes a certified report of quality control test results obtained from the lot(s) of material in the shipment. Label each unit of material to provide product identification sufficient for field identification and correlation to certified test results. Certify the specified physical properties as minimum average roll values (MARV).

Plastic coated manhole steps shall be injection molded of copolymer, polypropylene, encapsulating a 1/2 inch grade 60 steel reinforcing bar. Plastic-coated manhole steps shall meet the performance test described in ASTM C-478, Paragraph II, and shall have an impact resistance of 300 ft.-lbs. with only minor deflection and no cracking or breaking. The steps shall resist pull out forces of 1500 lbs.

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ITEM #330 **DRAINAGE STRUCTURE, MANHOLE, TYPE 1**
ITEM #331 **DRAINAGE STRUCTURE, SINGLE INLET**
ITEM #332-333 **DRAINAGE STRUCTURE, TAP**

CONSTRUCTION METHOD

The construction methods used shall conform to Section 403.03 of the Michigan Department of Transportation 2020 Standard Specifications for Construction except as specified herein.

Where a structure currently exists and a new structure is required to be constructed in the same location, the Contractor shall excavate, remove, and dispose of the existing drainage structure included in the unit price for the structure to be constructed.

Excavation shall be carried to the depth and width required to permit the construction of the required base. The excavation width shall be greater than the base. The bottom of the excavation shall be trimmed to a uniform horizontal bed and be completely dewatered before any concrete is placed therein. Precast manhole bases and precast bottom sections are allowed.

Concrete block construction shall only be allowed for storm sewer manholes and inlets and shall be built of the size and dimensions shown on the Plans. The block shall be clean, laid in a full bed of mortar, and thoroughly bonded by completely filling the vertical end grooves with mortar so as to interlock with the adjacent block. The mortar beds and joints shall not exceed 3/4 inch thickness. The vertical joints are to be completely filled with the joints on the inside face rubbed full of mortar and struck smooth as the manhole, inlet or structure is built up. The entire outside face of the structure shall receive a 1/2" thick mortar coat and struck smooth. All masonry materials, sand, and water shall be heated to over 50° F during freezing weather, and the completed work shall be covered and protected from damage by freezing.

Circular precast manhole sections shall be constructed in accordance with the details as shown on the plans. Manhole stack units shall be constructed on level poured-in-place bases, precast concrete bases, or precast concrete bottom sections.

Precast cone sections shall be constructed in accordance with the details as shown on the plans. These units shall be eccentric for all manholes, precast or block. All structures shall be topped with a minimum of one, and a maximum of three, 2" tall, brick or precast adjustment courses.

Manholes, inlets, gate wells and structures shall be constructed within 2-1/2 inches of plumb.

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

Sewer pipes shall extend into structures a minimum of 1/2 inch and a maximum of 3 inches.

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ITEM #330 DRAINAGE STRUCTURE, MANHOLE, TYPE 1
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Flow channels for sewer structures shall be finished in accordance with the details as shown on the plans. All flow channels shall be screeded and floated to a smooth, uniform surface and troweled to a hard surface finish.

Stubs for future sewer connections shall be furnished and placed by the Contractor as shown on the Plans and as directed by the Engineer. Connections shall be properly supported and braced when not resting on original ground so that any settlement will not disturb the connection. Stubs shall consist of one length of sewer pipe, of the size indicated on the Plans, with a watertight plug.

The excavation shall be kept in a dry condition. All necessary dewatering shall be paid for separately in accordance with the Special Provision entitled "Dewatering".

All necessary adjustments for new structures shall be included in the cost of the structure.

Temporary drainage structures shall be constructed as specified in the plans and consist of a typical manhole riser with no manhole base. The excavation for temporary drainage structures shall be performed such that the bottom portion of the manhole penetrates into the existing granular soil layer and water is permitted to infiltrate through the granular base. If the sand layer is not reached at the depth indicated in the plans, the Contractor shall excavate to a depth a minimum of 6 inches into said sand layer. The bottom of the excavation shall be trimmed to a uniform horizontal bed and be completely dewatered. The manhole riser section shall be placed on existing granular material and supplemented with coarse aggregate (MDOT 6A or other Engineer approved material) such that the manhole is stable and will remain plumb during the entire construction process.

Removal and/or abandonment of the temporary drainage structures shall be performed as shown on the 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):

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Dr Structure, Manhole, Type I, ___ inch dia.....	Each
Dr Structure, Single Inlet, ___ inch dia	Each
Dr. Structure, Tap, ___ inch.....	Each

Payment for drainage structures includes furnishing the labor, equipment and materials for all necessary excavation, disposing of surplus excavated material, backfilling, and constructing the structure complete, including pipe connections and structure cleaning. A standard depth manhole shall be considered to be 8 feet or less in depth (including sump).

Payment for adjusting of drainage structure covers shall be included in payment for the structure. Drainage structure covers will be paid for separately.

DETAILED SPECIFICATION
FOR
ITEM #330 **DRAINAGE STRUCTURE, MANHOLE, TYPE 1**
ITEM #331 **DRAINAGE STRUCTURE, SINGLE INLET**
ITEM #332-333 **DRAINAGE STRUCTURE, TAP**

Payment for drainage structure tap includes furnishing all labor, equipment and materials for all necessary excavation, disposing of surplus excavated material, backfilling, coring a hole of the diameter specified in an existing structure, cleanout of structure, and connecting the new sewer to the structure.

**DETAILED SPECIFICATION
FOR
ITEM #340 - STRUCTURE COVER, SPECIAL**

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 and Gate Well Flange and Cover	Q	400 LB	1040 w/ 1040A cover*	R-1642 w/ Type C cover*
Barrier Curb Inlet Frame and Cover	K	500 LB	7045 w/ Type M1 grate	R-3031-B w/ Type S grate
Barrier Curb Double Inlet Frame and Cover	K	500 LB	7035Z w/ Type M2 grate	N/A
Gutter Inlet Frame and Cover	R	500 LB	5080Z w/ 5000M2 grate	R-3448C w/ Type S grate
Gutter Double Inlet Frame and Cover	R	500 LB	7034Z w/ Type M grate	N/A
Mountable Curb Inlet Assembly	R	500 LB	7065	N/A
Yard Drain (Bee Hive)	G	200 LB	1040Z, Type 02 grate	R-2560-E1
Water Valve Box Assembly in Pavement			8560	N/A
Monument Box Assembly	G		8360	N/A

*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 2020 Standard Specifications for Construction except as specified herein.

**DETAILED SPECIFICATION
FOR
ITEM #340 - STRUCTURE COVER, SPECIAL**

CONSTRUCTION METHOD

This work shall be in accordance with Section 403 of the Michigan Department of Transportation 2020 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 #500 – REMOVE HMA PAVEMENT**

DESCRIPTION

This work consists of removing pavement in accordance with Section 204.04 of the 2020 edition of the MDOT Standard Specifications for Construction, current supplemental MDOT specifications, the Detailed Specifications and the City of Ann Arbor Standard Specifications and Details as shown on the plans and specified herein.

MATERIALS

The materials used for this work shall conform to Subsection 204.04 of the Michigan Department of Transportation 2020 Standard Specifications for Construction.

CONSTRUCTION METHOD

The construction methods used shall conform to Section 204.04 of the Michigan Department of Transportation 2020 Standard Specifications for Construction except as specified herein.

Pavement removal limits shall be as directed by the Engineer. Remove HMA Pavement shall include removal of HMA pavement and underlying base material as necessary to place the proposed cross sections per the detail in the plans.

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

The Contractor shall place millings or Maintenance Aggregate in excavated areas to maintain pedestrian access where pedestrian access is not otherwise provided. The Contractor shall protect removal areas with lighted drums until such areas have received final patching.

HMA surfaces/pavements shall be cut for removal by the use of saws, jackhammers and/or other methods approved by the Engineer. Backhoe teeth, jackhammers equipped with spike points, and backhoe-mounted wheel cutters shall not be used for cutting the edges of patches, but may be used to break up pavement within patch areas for removal. The edges of patches shall be cut horizontally and vertically straight and uniform (as judged by the Engineer), without damaging adjacent pavement.

Damage to adjacent pavement, subbase, curb, 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 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.

**DETAILED SPECIFICATION
FOR
ITEM #500 – REMOVE HMA PAVEMENT**

MEASUREMENT AND PAYMENT

The areas to be removed shall be marked and measured prior to the 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 HMA pavement. The completed work as measured shall be paid at the contract unit price for the following contract items (pay items):

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Remove HMA Pavement	Square Foot

Payment for Rem HMA Pavement includes all labor, material, and equipment necessary to perform all of the work specified in the Standard Specifications and as modified by this Detailed Specification.

**DETAILED SPECIFICATION
FOR
ITEM #501 - REMOVE CONCRETE CURB OR CURB & GUTTER - ANY TYPE
ITEM #502 - REMOVE CONCRETE SIDEWALK OR DRIVE - ANY THICKNESS**

DESCRIPTION

This work shall consist of removing concrete curb, gutter, curb and gutter, integral curb, concrete pavement, sidewalk, sidewalk ramps, drive openings, and drives as shown on the Plans, as detailed in the Specifications, and as directed by the Engineer, in accordance with Section 204 of the 2012 edition of the MDOT Standard Specifications for Construction, except as specified herein, and as directed by the Engineer.

CONSTRUCTION METHOD

Curb, gutter, curb and gutter, sidewalk, sidewalk ramps, drive openings, and drives shall be replaced within 24 hours of their removal.

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 removals, the Engineer and Contractor together shall field measure all removals. The Engineer shall approve of all removal limits prior to any removals being performed by the Contractor.

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 to the satisfaction of the Engineer.

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

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 re-shape, re-grade, and re-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 #501 - REMOVE CONCRETE CURB OR CURB & GUTTER - ANY TYPE
ITEM #502 - REMOVE CONCRETE SIDEWALK OR DRIVE - ANY THICKNESS**

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 "Subgrade Undercutting Type II and Class II Granular Backfill." 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 pavement removals shall be performed in accordance with the MDOT 2012 Standard Specifications. 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", or "Remove Concrete Sidewalk & Drive - Any Thickness".

Where existing concrete 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 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 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.

MEASUREMENT AND PAYMENT

Sidewalk ramp removal shall be measured and paid for as "Remove Concrete Sidewalk and Drive - Any Thickness".

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 & Drive - Any Thickness", and will not be paid for separately.

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

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Remove Concrete Curb or Curb & Gutter - Any Type	Lineal Foot
Remove Concrete Sidewalk or Drive - Any Thickness	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 #510-512 - SIDEWALK GRADING
ITEM #515 - SIDEWALK RAMP GRADING**

DESCRIPTION

Remove miscellaneous structures and materials and complete all earthwork required to construct the proposed cross sections within the limits shown on the plans or stated in this special provision. All lines and grades will be as shown on the plans and as directed by the Engineer. Complete this work according to the MDOT 2020 Standard Specifications for Construction and this Detailed Specification.

MATERIALS

Furnish and place required subbase and embankment material conforming to the MDOT 2020 Standard Specifications for Construction as necessary to achieve the required typical cross sections. Excavated material, if suitable, may be used as embankment material as approved by the Engineer.

CONSTRUCTION METHOD

Complete this work according to applicable sections of the Standard Specifications for Construction. Sidewalk Grading includes, but is not limited to, the following work:

1. Strip and stockpile topsoil for use in turf establishment.
2. Furnish, place and compact additional material.
3. Clearing, including trees less than 8 inches in diameter.
4. Remove rocks or boulders less than 0.5 cubic yards in volume.
5. Remove and relocate mailbox posts and mailboxes.
6. Sawcut existing pavement.
7. Match drive and approach grades to new pavement grades.
8. Remove miscellaneous structures and materials.
9. Dispose of excess and unsuitable material according to Section 205.
10. Place embankment and reshape to proposed grades.
11. Excavate material to a depth necessary for construction.
12. Place embankment to a thickness necessary for construction.
13. Excavate for subbase material.
14. Remove existing signage.

**DETAILED SPECIFICATION
FOR
ITEM #510-512 - SIDEWALK GRADING
ITEM #515 - SIDEWALK RAMP GRADING**

MEASUREMENT AND PAYMENT

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

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Sidewalk Grading	Station
Sidewalk Ramp Grading	Each

Sidewalk Grading includes all labor, equipment and materials necessary to complete the work as described and will be measured by length in stations along the road centerline.

Sidewalk Ramp Grading will apply separately to each quadrant of an intersection where sidewalk is to be removed and/or graded for construction. The limits are specified on the plans or as directed by the Engineer.

**DETAILED SPECIFICATION
FOR
ITEM #518 - SUBGRADE UNDERCUTTING TYPE II**

DESCRIPTION

This work includes removal of unsuitable granular base, subbase, or clay material(s) to a depth of 4-inches, and installing 4-inches of MDOT Class II granular base material for sidewalk, sidewalk ramps, and drive approaches 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 MDOT Class II granular base material meeting the requirements of the City of Ann Arbor Standard Specifications.

CONSTRUCTION METHOD

At any time after sidewalks, sidewalk ramps, and/or drives have been removed; the Engineer may inspect the grade to determine the need for, and the limits of, undercuts. After undercut areas are excavated to a depth of 4-inches, the areas shall be trimmed, shaped, evenly graded and recompacted 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.

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 maintain the base, subbase and subgrade in a smooth, well drained condition at all times.

Subgrade Undercutting shall be backfilled with 4-inches of MDOT Class II granular backfill. The backfill material shall be compacted to not less than 95% of its maximum unit weight as determined by the AASHTO T-180 test.

Granular backfill shall not be placed if, in the opinion of the Engineer, there are any indications that they may become frozen before the specified densities are obtained. Granular backfill shall not be placed on a frozen base, subbase or subgrade.

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 completed work, including subgrade undercutting and placement of granular backfill will be paid for at the Contract Unit Prices for the following Contract (Pay) Items:

PAY ITEM

PAY UNIT

Subgrade Undercutting Type II

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 #520 - SAND SUBBASE COURSE, CLASS II – C.I.P.
ITEM #521 - 21AA LIMESTONE – C.I.P.**

DESCRIPTION

This work shall consist of constructing an aggregate subbase or 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 MDOT 21AA, and Class II granular material, as modified meeting the requirements of the City of Ann Arbor Standard Specifications.

CONSTRUCTION METHOD

Sand or aggregate 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.

Sand or aggregate 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, subbase and subgrade to the elevations, crowns, and grades as specified on the Plans and as directed by the Engineer. This may include regrading the subbase 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, subbase and subgrade in a smooth, well drained condition at all times.

Sand and aggregate 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.

Sand subbase shall be compacted to not less than 95% of their respective maximum unit weights, as determined by the AASHTO T-180 test.

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.

**DETAILED SPECIFICATION
FOR
ITEM #520 - SAND SUBBASE COURSE, CLASS II – C.I.P.
ITEM #521 - 21AA LIMESTONE – C.I.P.**

All granular 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 base, as subbase, or as fill for excavations in Machine Grading areas, items of work "Aggregate Base Course, 21AA -C.I.P." and "Sand Subbase Course, CL II - C.I.P." shall be measured and paid accordingly.

Where granular materials are used as fill for undercuts at locations other than Machine Grading areas, item of work "21AA Limestone - C.I.P." shall be measured and paid accordingly.

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:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Sand Subbase Course, Class II - C.I.P.	Cubic Yard
21AA Limestone - C.I.P.	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 #522 - FLOWABLE FILL**

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:

		⁽³⁾ Specific Gravity
Portland Cement	MDOT Section 901	3.15
Fly Ash	⁽¹⁾ ASTM C 618(I)	2.40
Granular Material, CI II	⁽²⁾ 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 2020 Standard Specifications for Construction.

⁽¹⁾Except there is no limit on the loss of ignition.

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

⁽³⁾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)	

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)	

**DETAILED SPECIFICATION
FOR
ITEM #522 - FLOWABLE FILL**

CONSTRUCTION METHOD

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.

MEASUREMENT AND PAYMENT

The completed work, as described, will be measured and paid for at the contract unit prices for the following pay items:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
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 Special Provision.

Flowable fill used at the Contractor's option will not be paid for separately but shall be included in the bid price(s) for the associated work item(s).

DETAILED SPECIFICATION
FOR
ITEM #523 - MAINTENANCE GRAVEL

DESCRIPTION

This work shall consist of furnishing and placing Maintenance Gravel in accordance with Section 306 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, as shown on the plans, and as specified herein.

MATERIALS

The materials used for this work shall conform to Subsection 306.02 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, except as specified herein.

Aggregate for Maintenance Gravel shall be 221AA Limestone in accordance with Section 902 of the Michigan Department of Transportation 2020 Standard Specifications for Construction.

Measurement for maintenance gravel will be determined by certified delivery tickets submitted to the Engineer or his duly authorized representative on the job site at the time of delivery. Delivery tickets submitted after the delivery will not be accepted for payment. Stockpiled maintenance aggregate shall be kept separate from other aggregate materials. The delivery tickets shall indicate the scale weight of the material, including chemical additives and moisture content.

For material having a moisture content in excess of six (6) percent, the excess over six (6) percent will be deducted from the scale weight of the material when the moisture content is six (6) percent. Material placed to conform to the area and depth specified on the Plans or as determined by the Engineer will be paid for at the tonnage basis. If the area or depth of the maintenance aggregate is increased to accommodate the Contractor's operation, the additional material installed beyond the area and depth specified on the Plans or as determined by the Engineer, will be at the Contractor's expense..

CONSTRUCTION METHOD

The construction methods used shall conform to Section 403.03 of the Michigan Department of Transportation 2020 Standard Specifications for Construction except as specified herein.

MEASUREMENT AND PAYMENT

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

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Maintenance Gravel.....	Ton

Payment for Maintenance Gravel for temporary walks, drives and roads shall include all labor, material, and equipment required for furnishing and installing maintenance gravel as shown on the plans or determined by the ENGINEER. Payment shall include all construction, excavation, protection of existing improvements, and for all items necessary to complete the job, whether specifically mentioned or implied.

**DETAILED SPECIFICATION
FOR
ITEM #525-529 – UNDERDRAINS**

DESCRIPTION

This work shall consist of constructing underdrains in accordance with Section 404 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, as shown on the plans, and as specified herein.

MATERIALS

The materials used for this work shall conform to Subsection 404.02 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, except as specified herein.

CONSTRUCTION METHOD

Construction methods used shall conform to Section 404.03 of the Michigan Department of Transportation 2020 Standard Specifications for Construction except as specified herein.

MEASUREMENT AND PAYMENT

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

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Underdrain, Subbase, 6 inch	Foot
Underdrain, Bank, __ inch, Special	Foot
Underdrain, Outlet, __ inch.....	Foot
Underdrain, Outlet Ending, __ inch.....	Each

Payment for underdrain and underdrain outlet includes all labor, material, and equipment required for furnishing and installing the underdrain and underdrain outlet, and shall include, but is not limited to, all excavation, sheeting, bracing, shoring, dewatering, and backfilling; disposal of excess excavated material; protection of existing improvements; stone bedding; geotextile fabric wrap; connection to drainage structures; and all other items necessary to complete the job, whether specifically mentioned or implied. Measurement for underdrain and underdrain outlet will be in linear feet, determined by field measurement of edge drain in place.

Payment for underdrain, outlet ending includes all labor, material, and equipment required for furnishing and installing the underdrain outlet ending and will be paid for per each.

**DETAILED SPECIFICATION
FOR
ITEM #530 - HANDPATCHING
ITEM #531 - HMA APPROACH**

DESCRIPTION

This work shall consist of constructing HMA pavement in accordance with Division 5 and Section 904 of the 2012 edition of the MDOT Standard Specifications, current supplemental MDOT specifications, and the City of Ann Arbor Standard Specifications, except as modified herein, and as directed by the Engineer.

MATERIALS AND EQUIPMENT

General

The HMA mixtures to be used for this work shall be as follows:

<u>WORK ITEM</u>	<u>MDOT HMA MIXTURE #</u>
HMA Approach	LVSP (Superpave)
Handpatching	LVSP (Superpave)

Binders for LVSP Superpave mixes shall be PG 58-28, as directed by Engineer. These shall meet the requirements specified in Section 904 of the 2012 edition of the MDOT Standard Specifications, and any current supplemental MDOT specifications.

The Aggregate Wear Index (AWI) number is 220 for LVSP. 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 edition of the MDOT Standard Specifications, and the City of Ann Arbor Standard Specifications.

CONSTRUCTION METHODS

All concrete work shall be completed prior to placing HMA mixtures.

The Contractor shall have a 10-foot long straight-edge, backhoe, air-compressor and jackhammer available during all paving operations.

Prior to placing the bond coat, the Contractor shall remove all vegetation (within the area to be paved), shall thoroughly clean all joints & cracks in the existing pavement (and any gutter to be overlaid) with compressed air and/or vacuum-type street cleaning equipment to remove all dirt and debris to a depth of at least 1-inch, and shall thoroughly clean the entire surface to be paved, with a Vac-All or similar vacuum-type street cleaning equipment.

MDOT SS-1h bond coat shall be applied at a uniform rate of 0.10 gallons/square yard, on all exposed, existing HMA and concrete surfaces which will come in contact with the new HMA material. The Contractor shall take extra care to avoid covering surfaces which are not to be paved. If work after October 15, 2021 is allowed by the Engineer, the SS-1h bond coat shall not be diluted by more than 25%.

The Contractor shall place HMA wedges using the leveling or base mixture 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.

Construction of butt joints, where directed by the Engineer, shall be measured and paid for as "HMA Surface Remove".

The Contractor shall schedule the paving operation to avoid longitudinal cold joints.

HMA Approach top and leveling courses shall be placed in a 2-inch lift.

Handpatching shall be placed in 0-inch to 4-inch lifts.

**DETAILED SPECIFICATION
FOR
ITEM #530 - HANDPATCHING
ITEM #531 - HMA APPROACH**

All specified HMA thickness dimensions are compacted-in-place.

The Contractor shall construct the pavement courses to provide the final cross-slopes (crowns) specified by the Engineer.

The Contractor shall construct feather joints, and shall feather the top course at structures, in drive approaches, and at intersection joints, as directed by the Engineer. Feather joints shall vary the thickness of the asphalt from 0.0-inches to the required full paving thickness (approximately 2 inches) over a 5-foot to 15-foot distance, or as directed by the Engineer. The Contractor shall rake all large aggregates out of the HMA mixture in feather joints, prior to compaction.

The Contractor shall provide a minimum of two rakers during the placement of all top courses. Further, the Contractor shall provide, when directed by the Engineer, a second "Break-Down" roller in order to achieve the specified asphalt densities.

The Contractor shall provide a minimum of 24-hour notice to the Engineer prior to paving, and shall obtain a "Permit To Pave" from the Engineer in advance of scheduling paving.

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 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, including 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 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.

During the placement of all courses, the speed of the paving machine(s) shall not exceed 50-feet per minute.

The Contractor shall furnish and operate enough materials and equipment 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 specifications.

Each layer of HMA mixture shall be compacted to between 92 to 96 percent (or as determined acceptable by the engineer) of the theoretical maximum density, as listed on the approved Job Mix Formula.

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

Measurement of this HMA paving item shall be by the ton, in place. Unused portions of material loads shall be returned to the plant and re-weighed, and the corrected weight slip shall be provided to the Engineer. 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 in the "Acceptance of HMA Mixtures" Detailed Specification 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, Max \$____."

**DETAILED SPECIFICATION
FOR
ITEM #530 - HANDPATCHING
ITEM #531 - HMA APPROACH**

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:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
HMA Approach	Ton
Handpatching	Ton

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 #540 - 4-INCH SIDEWALK OR RAMP
ITEM #541 - 6-INCH DRIVE APPROACH, RAMP, OR SIDEWALK
ITEM #542 - 6-INCH DRIVE APPROACH, RAMP, OR SIDEWALK – HIGH EARLY
ITEM #543 - 8-INCH DRIVE APPROACH, RAMP, OR SIDEWALK**

DESCRIPTION

This work shall consist of constructing concrete items including sidewalks and drive approaches, of regular and high-early concrete, in accordance with Sections 601, 602, 603, 801, 802, and 803 of the 2012 edition of the MDOT Standard Specifications for Construction, except as specified herein, as shown on the Plans, as shown in this Detailed Specification, and as directed by the Engineer.

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:

<u>Concrete Item</u>	<u>Concrete Mixture</u>	<u>MDOT Section</u>
4" or 6" or 8" Sidewalk/Ramp/Drive	P1, 6-sack	601
6" or 8" Sidewalk/Ramp/Drive - High-Early	P-NC, 7.0-sack	601

CONSTRUCTION METHODS

General

Sidewalk, sidewalk ramps, and drives shall be replaced within 24 hours of their removal.

The Contractor is responsible to construct all sidewalks, sidewalk ramps, and all other concrete items within ADAAG (Americans with Disabilities Act Accessibility Guidelines) compliance. All sidewalks and curb ramps must be constructed in accordance with MDOT Standard Detail R-28-J (or version in place at time of the bid letting). The Engineer shall approve of all proposed grades prior to any removals and/or placement of concrete.

The Contractor shall excavate, cut, remove stumps, remove brush, remove pavement, grade, and trim as needed and as directed, and shall compact existing base 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 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 greater than 2 inches in diameter.

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.

**DETAILED SPECIFICATION
FOR
ITEM #540 - 4-INCH SIDEWALK OR RAMP
ITEM #541 - 6-INCH DRIVE APPROACH, RAMP, OR SIDEWALK
ITEM #542 - 6-INCH DRIVE APPROACH, RAMP, OR SIDEWALK – HIGH EARLY
ITEM #543 - 8-INCH DRIVE APPROACH, RAMP, OR SIDEWALK**

The subbase 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.

All concrete items shall be placed with the use for rigid forms, except along edges where the new concrete abuts an existing sidewalk or pavement. Any concrete placed without the use of forms shall be removed and replaced at the Contractor's expense. 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.

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% of the material's maximum unit weight.

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.

All concrete items shall be constructed such that positive drainage is maintained. Any areas that exhibit ponding water shall removed and replaced to the extents necessary to correct the problem as directed by the Engineer, at the Contractor's sole expense.

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 of seed and topsoil in all turf restoration locations and at locations where concrete items are removed and turf is to be established, all in accordance with the Detailed Specification for "Topsoil and Seed Placement". **Restoration shall also include the replacement of any brickwork, decorative stone, or other adjacent materials.**

Restoration work associated with the items of work described in this Detailed Specification shall include the area between the back of the curb (or edge of pavement) to the edge of the sidewalk, as well as the area within 12 inches of the back of the sidewalk.

All restoration work and materials shall be in accordance with the City Standard Specifications.

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

¾-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

**DETAILED SPECIFICATION
FOR
ITEM #540 - 4-INCH SIDEWALK OR RAMP
ITEM #541 - 6-INCH DRIVE APPROACH, RAMP, OR SIDEWALK
ITEM #542 - 6-INCH DRIVE APPROACH, RAMP, OR SIDEWALK – HIGH EARLY
ITEM #543 - 8-INCH DRIVE APPROACH, RAMP, OR SIDEWALK**

intervals of not more than 300-feet.

½-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.

MEASUREMENT AND PAYMENT

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).

Restoration work within the limits described above will not be paid for separately, but shall be included in the appropriate associated items of work.

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

PAY ITEMS

PAY UNIT

4-Inch Sidewalk or Ramp	Square Foot
6-Inch Drive Approach, Ramp or Sidewalk	Square Foot
6-Inch Drive Approach, Ramp or Sidewalk - High Early	Square Foot
8-Inch Concrete	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 #550 - SIDEWALK RETAINING WALL, 6 INCH TO 48 INCH
ITEM #551 - SIDEWALK CURB, 4 INCH**

DESCRIPTION

This work shall consist of constructing concrete retaining walls adjacent to sidewalks, in accordance with Section 706 of the 2020 edition of the MDOT Standard Specifications for Construction, except as specified herein, as described in this Detailed Specification, as shown in the typical section, and as directed by the Engineer.

MATERIAL

Concrete mixtures shall be Grade 3500 concrete, or as directed by the Engineer, meeting the requirements specified in Section 706 of the MDOT Standard Specifications. Epoxy Coated Reinforcement Steel meeting the requirements specified in Section 905 of the MDOT Standard Specifications, Geotextile Liner meeting the requirements specified in Section 910 of the MDOT Standard Specifications, and Joint Waterproofing meeting the requirements specified in Section 710 of the MDOT Standard Specifications shall be included in "Sidewalk Retaining Wall, 6 inch to 48 inch" and not paid for separately. Foundation Excavation and Backfill, Structure, CIP for the retaining wall meeting the requirements specified in Section 206 of the MDOT Standard Specifications shall be paid for as part of "Sidewalk Grading".

CONSTRUCTION METHOD

The Contractor shall construct the Sidewalk Retaining Walls as shown in accordance with the detail contained in the Contract Documents. Construction shall be in accordance with Section 706 of the 2020 MDOT Standard Specifications for Construction. The construction of the Keyway Construction and Expansion Joint shall be included in "Sidewalk Retaining Wall, 6 inch to 48 inch" and not paid for separately.

MEASUREMENT AND PAYMENT

Payment shall be measured by the face area from top of footing to top of wall of the retaining wall in square feet. The completed work, as described, will be measured and paid for at the contract unit price for the following pay item:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Sidewalk Retaining Wall, 6 inch to 48 inch	Square Feet
Sidewalk Curb, 4 inch	Foot

Payment for Sidewalk Retaining Wall and Sidewalk Curb for the respective height shall include all labor, equipment and materials to complete this work.

**DETAILED SPECIFICATION
FOR
ITEM #560 - CONCRETE CURB AND GUTTER
ITEM #561 – CONCRETE DRIVEWAY OPENINGS**

DESCRIPTION

This work shall consist of constructing concrete curb and gutter, and concrete curb openings in accordance with Section 802 of the MDOT 2020 Standard Specifications for Construction, as shown on the plans, and as specified herein.

MATERIALS

The materials shall meet the requirements as specified in Sections 801.02 and 802.02 of the 2020 MDOT Standard Specifications and as specified herein:

Driveway Opening, Conc, Detail M; and Driveway, Nonrienf Conc, 6 inch, P-NC; shall be Grade P-NC Concrete.

Driveway Opening, Conc, Detail L, shall be Grade 3500 Concrete per Section 1004 of the 2020 MDOT Standard Specifications. All concrete mixtures shall be made with 6AA coarse aggregate.

Curb and Gutter, Conc, AA Det ____, Modified as specified herein shall be Grade 3500 Concrete per Section 1004 of the 2020 MDOT Standard Specifications with 6AA coarse aggregate. The Contractor may elect to add GGBFS to this mixture in accordance with the requirements of the contract documents. No additional payment will be made for concrete mixtures containing GGBFS.

All concrete mixtures shall contain 6AA coarse aggregates which are either natural or limestone and meet the requirements of Section 902.

It shall be the Contractor's sole responsibility to propose specific concrete mix designs which meet the requirements of this Detailed Specification and the contract documents.

CONSTRUCTION METHOD

All driveway openings shall be constructed in accordance with MDOT Standard Detail R-29 (latest edition) for Concrete Driveway Openings, Details "L" and "M."

Expansion joints of the thickness shown on the details shall be placed as directed by the Engineer.

The concrete items being placed shall not be opened to construction or vehicular traffic until such time as the concrete has reached the required flexural strength. The Contractor shall cast beams in accordance with Section 603.03.B.10, and as approved by the Engineer, and obtain concrete flexural strength in accordance with the requirements of Section 104.11, Table 104-2. Beams cast for open to traffic determinations shall be cured in the same manner and environment as the concrete items which they represent.

Flexural strength beams shall be tested (broken) with a device meeting the approval of the Engineer and be in a state of good repair and shall be calibrated by an accredited testing laboratory or engineering company within a period of two years from the date of the test being performed.

**DETAILED SPECIFICATION
FOR
ITEM #560 - CONCRETE CURB AND GUTTER
ITEM #561 – CONCRETE DRIVEWAY OPENINGS**

MEASUREMENT AND PAYMENT

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

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Curb and Gutter, Conc, AA Det ____, Modified.....	Foot
Driveway Opening, Conc, Detail M, P-NC	Foot

The pay items will be measured in length by the foot and will be payment in full for all labor, equipment and material needed to properly complete this work.

Driveway Opening, Conc, Detail L, shall not be paid for separately, but shall be included in the concrete curb and gutter or concrete pavement with integral curb pay items.

Where the Engineer directs the use of high early strength concrete for pay items that are not designated as “P-NC” mixes, the additional cement shall be paid for separately. No additional payment will be made for cement for pay items that are designated “P-NC” mixes.

**DETAILED SPECIFICATION
FOR
ITEM #570 - DETECTABLE WARNING, CAST IN PLACE**

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 #570 - DETECTABLE WARNING, CAST IN PLACE**

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 #580 – ADJUST STRUCTURE COVER
ITEM #581 – ADJUST MONUMENT BOX OR VALVE BOX**

DESCRIPTION

This work shall consist of adjusting, replacing, and pointing structures, handholes, valve wells or boxes, and monument boxes of concrete and concrete block masonry; the replacing, salvaging and transporting of new and existing metal covers, and/or castings; including all excavation, backfilling, patching and the removal and proper disposal off-site of all excavated material and debris, all in accordance with Division 4 of the 2012 edition of the MDOT Standard Specifications for Construction, and the City Standard Specifications, except as specified herein, and except as directed by the Engineer.

MATERIALS

Materials shall meet the requirements of sections 403 and 601 of the 2012 edition of the MDOT Standard Specifications, except that concrete shall be MDOT P-NC per Section 601 of the 2012 MDOT Standard Specifications.

CONSTRUCTION METHODS

General

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

Hidden, or unknown utility structures may be encountered during the work. It is the Contractor's responsibility to inform the respective utility owner(s) of such findings. In such instances, the City may direct the Contractor to adjust the structure(s) to grade. This work will be paid as "Adjust Structure Cover".

The pointing of structures is included in all adjustments.

Adjust Structure Cover

This item includes the final adjustment of castings of any type (including drop inlets) to their respective finished elevations, up or down. All materials required to make the adjustments shall be included in this item of work.

All underground structure covers shall be adjusted such that their finished surface elevation is within ¼-inch of the finished surface sections, grades, slopes, and elevations, as shown on the Plans, and as directed by the Engineer. The work shall be verified by the use of a 10-foot straight-edge placed parallel with the pavement centerline. Structures not meeting the ¼-inch tolerance shall be readjusted and finish patched, as directed by the Engineer, at the Contractor's expense.

The Contractor is responsible to coordinate and arrange for the adjustment of all non-City utility manholes and valves (Edison, Gas, Cable, Ameritech, etc.) during this project. The Contractor will not be given any additional compensation for delays due to other utilities work. The work of coordinating with other utilities shall be paid for under the Contract Item "General Conditions."

All structure covers, utility covers, valve boxes or monument boxes shall be backfilled with MDOT P-NC concrete from the depth of excavation necessary for adjustment, up to an elevation 2-inches below the top

**DETAILED SPECIFICATION
FOR
ITEM #580 – ADJUST STRUCTURE COVER
ITEM #581 – ADJUST MONUMENT BOX OR VALVE BOX**

flange of the adjusted casting. This work shall be included in the respective items of work, and will not be paid for separately.

Adjust Monument Box or Valve Box, and Traffic Signal Handhole

This item includes the final adjustment of existing or new covers/castings and traffic signal handholes up or down, to their finished elevations. This also includes the replacement of the top half of the water boxes and monument boxes (furnished by the City) where required, and shall be included in this item of work.

Castings and covers for monument and water-valve boxes will be provided by the City. The Contractor shall transport these new castings and covers to the site from the City Utilities Department yard at 4251 Stone School Road (Wheeler Center).

MEASUREMENT AND PAYMENT

Payment for transporting new and salvaged castings and covers to and from the Wheeler Center is included in the appropriate items of work.

Furnishing and placing concrete as backfill for these items will not be paid separately, but shall be included in the bid prices for these items of work.

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

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Adjust Structure Cover	Each
Adjust Monument Box or Valve Box	Each

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 #590 - PAVT MRKG, THERMOPL, 12 INCH, WHITE
ITEM #591 – PAVT MRKG, THERMOPL, 24 INCH, STOP BAR**

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, Section 811 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, MDOT Pavement Marking Standard Plans, City of Ann Arbor Special Details, and as specified herein.

MATERIALS

The materials used for this work shall conform to Subsection 811.02 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, except as specified herein.

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.

COSNTRUCTION METHOD

The construction methods used shall conform to Section 811.03 of the Michigan Department of Transportation 2020 Standard Specifications for Construction except as specified herein.

MEASUREMENT AND PAYMENT

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

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Pavt Mrkg, Thermopl, 24 inch, Stop Bar	Foot
Pavt Mrkg, Thermopl, 12 inch, White.....	Foot

Payment for pavement markings of the type, width and color specified includes all labor, material, and equipment necessary for pavement markings, actually placed, and shall include, but is not limited to, all preparation of surface, layout, removing any old markings, applying proposed pavement markings and glass beads, providing temporary barricading, cleanup, and all items necessary to complete the job, whether specifically mentioned or implied. Measurement for pavement markings will be in linear feet, determined by field measurement of the actual lines placed.

**DETAILED SPECIFICATION
FOR
ITEM #701 - EROSION CONTROL, SILT FENCE
ITEM #702 – EROSION CONTROL, INLET PROTECTION**

DESCRIPTION

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

This work consists of installing and maintaining inlet filters and silt fence in accordance with Section 208 of the 2012 Michigan Department of Transportation Standard Specifications for Construction and as shown on the plans. Filters in existing and proposed inlets, as well as silt fence downstream of construction area, shall be installed in order to minimize the erosion of soil and the sedimentation of water courses. The related work includes the installation, maintenance, and removal of the filters and fence, cleaning as required during the performance of the project work, removing and disposing of accumulated sediment, and replacement of filters if required by the Engineer so as to provide a properly working inlet filter and a well-drained site.

MATERIALS

The inlet protection filters shall be in accordance with the REGULAR FLOW SILTSACK® manufactured by ACF Environmental (800) 448-3636; FLEXSTORM® Style FX manufactured by Advanced Drainage Systems, Inc. (800) 821-6710; CATCH-ALL® manufactured by Price & Company (866) 960-4300, SLOT GUARD® manufactured by Ertec Environmental Systems (866) 521-0724, or Engineer approved equal.

The Contractor shall submit product data sheets and a sample of the filter material for inlet filters and silt fence for Engineer approval prior to ordering materials.

METHODS OF CONSTRUCTION

The Contractor shall install, maintain, clean, and re-install and/or replace inlet filters and silt fence in accordance with the manufacturer's specifications and as directed by the Engineer. The Contractor shall dispose of debris off-site.

MEASUREMENT AND PAYMENT

Soil erosion and sedimentation control items shall be field measured and paid for at the Contract Unit Prices for their respective Contract (Pay) Items as follows:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Erosion Control, Silt Fence	Foot
Erosion Control, Inlet Protection	Each

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 #703 - RIPRAP, PLAIN

DESCRIPTION

This work consists of furnishing and placing plain riprap as detailed in the plans, including placing riprap under existing superstructure elements. The work shall be completed in accordance with Section 813 of the Michigan Department of Transportation 2020 Standard Specifications for Construction except as modified herein.

MATERIALS

The riprap shall be an Engineer-approved, consistent, gray-colored, natural stone, or crushed limestone. The Contractor shall provide a sample of the stone to the Engineer for review. Broken concrete is not acceptable.

CONSTRUCTION

Place riprap in accordance with subsection 813.03.E to the elevations, thickness and lateral limits shown on the plans. Clear brush, trees, stumps and debris from areas to be protected by riprap. Shape all grades to the required cross section, including excavation for toe and header plan details. Place Geotextile liner, as shown on the plans, on the prepared grades. Ensure that the riprap installation does not damage the geotextile liner.

When placing riprap under structures, ensure there is no damage to the existing substructure and superstructure elements. The Contractor is solely responsible for determining and utilizing suitable methods of preparing the area for riprap placement and placing the riprap such that the material is placed in accordance with the requirements of the plans and specifications. The use of hand methods to prepare areas for riprap placement and placing riprap may be necessary and/or required. Repair any damage to the existing structure resulting from the placement of riprap under structures as directed by the Engineer and at no cost additional to the City.

MEASUREMENT AND PAYMENT

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

PAY ITEM

PAY UNIT

Riprap, Plain Square Yard

“Riprap, Plain” shall be measured in place by the square yard and include all labor, materials, and equipment required to clear and prepare grades, furnish and place geotextile liner, and to place the riprap as described specified.

DETAILED SPECIFICATION FOR ITEM #800 - RESTORATION

DESCRIPTION

This item of work shall conform to Item No. 882, "Seeding & Mulching" in Division IX, Section 6 Landscaping & Restoration Items 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. This work includes placing topsoil, fertilizer, seeding, and furnishing and installing mulch blankets on all disturbed areas as approved by the Engineer. Mulch blankets are required on all seeded areas.

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

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 reseeded 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:

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.

**DETAILED SPECIFICATION
FOR
ITEM #800 - RESTORATION**

When the above requirements have been fulfilled, the Engineer will accept the lawn.

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 of this item of work shall conform to Item No. 882, "Seeding & Mulching" in Division IX, Section 6 Landscaping & Restoration Items of the Public Services Area Standard Specifications, except as specified herein.

The completed work for "Clean-Up & Restoration, Special" 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 31st 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

Restoration

Pay Unit

Syd

**DETAILED SPECIFICATION
FOR
ITEM #805 –IRRIGATION SYSTEMS, PROTECT AND MAINTAIN**

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.

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.

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.

**DETAILED SPECIFICATION
FOR
ITEM #805 –IRRIGATION SYSTEMS, PROTECT AND MAINTAIN**

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 #825-826 - FENCE, CHAIN LINK, VINYL-COATED

DESCRIPTION

This work shall consist of furnishing and erecting vinyl-coated chain link fence. All work shall be performed in accordance with Section 808 of the 2020 Michigan Department of Transportation Standard Specifications for Construction except as specified herein.

MATERIALS

Materials shall meet the requirements as outlined below. The fabric height shall match height of fence. The vinyl color shall be black.

The fence framework, fabric, and related accessories shall be a complete system as specified herein. Acceptable fence system manufacturers are; Allied Tub & Conduit Corporation; Anchor Fence, Inc.; Cyclone Fence/United States Steel Corporation; and, Semmerling Fence and Supply, Inc. The use of systems of other manufacturers equal to those specified may be used if prior approval is granted by the Engineer.

The Contractor may be required to submit shop drawings, manufacturer's catalog cuts with printed specifications, and framework and fabric samples to the Engineer for review and approval, a minimum of seven days prior to the proposed delivery of materials. The shop drawing submittal shall include complete details of fence construction, fence height, post spacing, dimensions and unit weights of framework, and concrete footing details. The framework sample shall include one 12" long piece of each size. The fabric sample shall be one 12" square piece of fabric.

Fabric:

Vinyl-coated fence fabric shall be 11 GA galvanized (0.30 oz/sf) steel core, or aluminized (0.40 oz/sf) steel core, and 10 GA minimum OD including vinyl coating. The fence fabric shall have a black fused/bonded vinyl coating in accordance with ASTM F934. The coating shall be applied prior to the weaving of the fabric, so as not to encapsulate joints. The fabric shall meet or exceed 850 pounds breaking strength.

Galvanized steel core chain link fence fabric shall be 9 GA steel, hot-dipped galvanized (1.2 oz of zinc/sf of fabric). The coating shall be applied prior to the weaving of the fabric, so as not to encapsulate joints. The fabric shall meet or exceed 1,200 pounds breaking strength.

The fabric shall be woven in a 1" diamond mesh. The top and bottom selvages shall be knuckled, unless otherwise specified. The loops of the knuckled selvages shall be closed or nearly closed with a space not exceeding the diameter of the wire.

Fence fabric heights up to 12 feet shall be one-piece, with no horizontal joint.

Posts and Rails:

Posts and rails shall be Schedule 40 steel pipe meeting the requirements of ASTM F 1083, except as modified herein, hot-dipped galvanized (1.8 oz/sf of zinc) in accordance with ASTM A 120. All posts and rails shall have a black fused/bonded vinyl coating, 10-15 mils in thickness, unless otherwise specified.

DETAILED SPECIFICATION
FOR
ITEM #825-826 - FENCE, CHAIN LINK, VINYL-COATED

All posts and rails shall be straight, true to section, and conform to the following weights:

Nominal Pipe Size	Approximate Pipe O.D.	Approximate (lbs/lf)	Weight before galvanizing
1"	1-5/16"	1-5/16"	1.68
1-1/4"	1-5/8"	1-5/8"	2.27
1-1/2"	1-7/8"	1-7/8"	2.72
2"	2-3/8"	2-3/8"	3.65
2-1/2"	2-7/8"	2-7/8"	5.79
3"	3-1/2"	3-1/2"	7.58
3-1/2"	4"	4"	9.11
4"	4-1/2"	4-1/2"	10.79
6"	6-5/8"	6-5/8"	18.97

Fittings and Fasteners:

All fittings and fasteners shall be pressed steel or malleable iron (unless otherwise specified herein), hot-dipped galvanized (1.2 oz/sf of zinc), conforming to ASTM F 626. For vinyl-coated fence installations, all fittings and fasteners shall be black vinyl-coated with a continuous coating coverage of 5-7 mils in thickness.

Caps shall fit snugly over posts to exclude moisture. The inside diameter of caps shall accommodate the vinyl coating of the posts and caps. Cone-type caps shall be used for terminal, turning, and gate posts; loop-type caps shall be used for line posts.

All rail ends shall be capped.

Top rail sleeves shall be tubular steel, 0.051 thickness x 6" long (minimum), expansion type, with internal spring when required.

Tension bars (stretcher bars) shall be 3/4" wide x 3/16" steel strips.

Tension bands and brace bands shall be 12 GA x 3/4" wide pressed steel, with beveled edges.

Truss rods shall be 3/8" diameter merchant quality steel rod with turnbuckle or other adjustment means.

Tension wire shall be marcelled 7 GA steel wire, with zinc coating (0.80 oz/sf minimum) conforming to ASTM A 824.

Tie wires shall be aluminum, 9 GA, alloy 1100-H4 or equal.

Hog rings shall be 11 GA steel wire, with zinc coating (0.80 oz/sf minimum).

DETAILED SPECIFICATION
FOR
ITEM #825-826 - FENCE, CHAIN LINK, VINYL-COATED

Clamps shall be 12 GA pressed steel, secured with 5/16" diameter carriage bolts.

Bolts, nuts, and miscellaneous hardware shall be ASTM A307, Grade A, thermally color-coated or hot-dipped galvanized to match the fence fabric.

Base plates shall be hot-dipped zinc coated in accordance with section 908.11.C.

Gates:

Gate frame assemblies shall meet the fence specifications, except as modified herein. Gate posts shall be equal to terminal post sizing, and gate framework shall be equal to rail sizing.

For vinyl-coated installations, gate panels up to 4 ft in width by 10 ft in height shall receive a continuous vinyl color-coating to match the fence fabric, or shall be assembled in such a manner that welding is not required. For larger panels, all welded surfaces shall be sanded smooth and painted with an epoxy paint (if fabric is vinyl-coated) or a galvanized finish to match the fabric.

The Contractor shall provide one pair of 180° industrial offset hinges per leaf, and one fork latch for single swing gates or one industrial latch for double swing gates. The latches shall have a padlock eye, which shall be operable from either side of the gate.

The Contractor shall also provide one drop rod per leaf and sleeves set in Grade P2 concrete to hold the rods in both the closed and 90° open positions.

CONSTRUCTION METHOD

The fence shall be installed in accordance with the requirements of this Detailed Specification, the details as shown on the plans, and as directed by the Engineer.

General:

Fence installation shall be in accordance with ASTM F 567, except as modified herein. The fence shall be installed at the height indicated on the Plans.

All vinyl coated materials shall be handled with care. Any damage to the vinyl coating shall be repaired by the Contractor to the satisfaction of the Engineer, or at the Engineer's direction the damaged item(s) shall be replaced by the Contractor, all at the Contractor's expense.

The fence shall be stepped at all grade changes.

Framework:

Fence posts to be installed in retaining wall, sidewalk, or grass, as specified on the plans, shall not be paid for differently, but shall be included in the cost of the fence. Details for differing post installations are as shown in the plans.

Terminal, turning, gate, and line posts shall be set plumb in concrete footings as indicated on the Details. Plumb shall mean one inch in six feet. The top of the concrete footing shall be 2" above

DETAILED SPECIFICATION
FOR
ITEM #825-826 - FENCE, CHAIN LINK, VINYL-COATED

the adjacent finish grade, and shall be sloped so as to direct water away from the post. Terminal, turning, and gate posts shall be braced back to adjacent line posts with horizontal brace rails and diagonal truss rods.

The top rail shall be installed through the line post loop caps, and fastened at the terminal posts. Sections shall be connected with sleeves to form a continuous rail between terminal posts. The sleeves shall be spaced 20 ft center-to-center, with every fifth sleeve containing a heavy spring to take up expansion and contraction of the top rail.

The middle and bottom rails shall be joined to the line posts with boulevard clamps. The brace rails and truss rods shall be installed and adjusted prior to the stretching of the fabric.

Tension Wire:

A top and bottom tension wire shall be provided, and stretched between the terminal, turning, and gate posts, 6" above the finish grade (bottom wire), and threaded through the top row of the fabric diamonds (top wire). They shall be securely fastened to the outside of all line and terminal posts. The top and/or bottom tension wire may be omitted when a top or bottom rail is provided, respectively, unless otherwise specified.

Fabric:

The fabric shall be pulled taut to provide a smooth, uniform appearance, free from sag. The bottom selvage shall be 2" above the finish grade. The fabric shall be fastened to the terminal, turning, and gate posts with tension bars threaded through the fabric and secured with tension bands at maximum 15" intervals, including one at the top and bottom of the fabric. The fabric shall also be tied to the line posts with tie wires spaced at maximum 12" intervals, including one at the top and bottom of the fabric. The fabric shall be tied to all horizontal rails with tie wires spaced at maximum 24" intervals. The fabric shall be attached to the bottom tension wire (if applicable) with hog rings at maximum 24" intervals.

Fasteners:

Nuts for fittings, bands and hardware bolts shall be installed on the inside of the fence. The ends of the bolts shall be peened, or the threads scored, to prevent their removal.

Gates:

Gates shall be hung and adjusted to operate properly. The bottom of the gate frame shall be 2" above the finish grade. The top of the gate shall align with the top rail of the fence.

Condition of Finished Fence:

The finished fence shall be substantially true to line, taut, and solid at all points. All surplus excavated material and other debris resulting from the construction shall be promptly removed from the jobsite and properly disposed of off-site.

DETAILED SPECIFICATION
FOR
ITEM #825-826 - FENCE, CHAIN LINK, VINYL-COATED

The fence shall not be stepped on any wall or barrier.

MEASUREMENT AND PAYMENT

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

PAY ITEM

PAY UNIT

Fence, Chain Link, __ inch, Vinyl-Coated.....	Foot
Fence, Chain Link, __ inch, Vinyl-Coated, Wall Mounted.....	Foot

“Fence, Chain Link, __ inch, Vinyl-Coated” and “Fence, Chain Link, __ inch, Vinyl-Coated, Wall Mounted” shall be measured in place for payment by the foot and shall include all labor, materials and equipment necessary to complete the work, including furnishing and installing base plates, anchors, welding posts to base plates, and all other items as necessary to wall mount the fence.

**DETAILED SPECIFICATION
FOR
ITEM #850 - CLEAN-UP & RESTORATION, MAXIMUM \$ _____**

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, Max \$ _____" 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 31st 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, Max \$ _____

PAY UNIT

Lump Sum