PUBLIC IMPROVEMENT REQUEST FOR PROPOSAL

RFP# 23-45

Miscellaneous Concrete Repairs

City of Ann Arbor
Public Services – Public Works

Due Date: August 29, 2023 by 11:00 a.m. (local time)

Issued By:

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

Bond Number: 2552743

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Saladino Construction Co., Inc.

3303 N Territorial Rd W
Ann Arbor, MI 48105-9224

SURETY:
(Name, legal status and principal place of business)

West Bend Mutual Insurance Company
1900 South 18th Avenue
West Bend, WI 53095

OWNER:
(Name, legal status and address)

City of Ann Arbor
301 E Huron St
Ann Arbor, MI 48104-1908

BOND AMOUNT: $ Five Percent of the Amount Bid

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

City of Ann Arbor Miscellaneous Concrete Repairs

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

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

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

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

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User Notes:

(1496601206)

Signed and sealed this 29 day of August , 2023

Saladino Construction Co., Inc.

(Contractor as Principal) *(Seal)*

(Witness)

(Title) Robert Saladino Vice President

West Bend Mutual Insurance Company

(Surety) *(Seal)*

(Witness)

(Title) Brian St. Charles , Attorney-In-Fact

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User Notes:

WEST BEND
A MUTUAL INSURANCE COMPANY®

THE SILVER LINING®

Bond No. 2552743

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Brian St. Charles

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Twenty Million Dollars ($20,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO., WIS.

Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

MATTHEW E. CARLTON NOTARY PUBLIC STATE OF WISCONSIN

Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 29th day of August, 2023.

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO., WIS.

Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

1900 South 18th Avenue | West Bend, WI 53095 | Phone: (608) 410-3410 | Fax: (877) 674-2663 | www.thesilverlining.com

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SECTION I - GENERAL INFORMATION

A. OBJECTIVE

To provide concrete installation, replacement, and repair services for Public Works within the City of Ann Arbor.

B. 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.

Proposals that fail to provide a bid security upon proposal opening will be deemed non-responsive and will not be considered for award.

C. 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 August 14, 2023, at 3:00 p.m. (local time), and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to **Kevin Schneider - Public Works Supervisor – Kschneider@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.

D. PRE-PROPOSAL MEETING

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

E. 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. 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.

F. 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.

G. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before August 29, 2023, by 11:00a.m. 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**
- **three (3) 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. 23-45 – Miscellaneous Concrete Repair"** 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 open to the public Monday through Friday from 8am to 5pm (except holidays). 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.

H. 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.

I. 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.

J. 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 H 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. PROPOSAL PROTEST

All proposal protests must be in writing and filed with the Purchasing Manager within five (5) business days of any notices of intent, including, but not exclusively, divisions on prequalification of bidders, shortlisting of bidders, or a notice of intent to award. Only bidders who responded to the solicitation may file a bid protest. 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.

P. SCHEDULE

The following is the schedule for this RFP process.

Activity/Event	**Anticipated Date**
Written Question Deadline	August 14, 2023, 3:00 p.m. (Local Time)
Addenda Published (if needed)	On or before August 18, 2023
Proposal Due Date	August 29, 2023, 11:00 a.m. (Local Time)
Selection/Negotiations	September 2023
Expected City Council Authorizations	October 2023

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

Q. IRS FORM W-9

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

R. 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.

S. 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.

T. 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.

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

A. Objective

The City of Ann Arbor, Michigan, is requesting proposals from construction firms able to provide on-call miscellaneous concrete replacement and repair as required by the City of Ann Arbor Public Works Unit. The type of work may include, but is not limited to, repair and/or replacement of concrete flat work, poured concrete walls, structures, manhole and inlet adjustments, and other related work.

Examples of potential projects include replacement of curb and gutter, concrete pavements associated with Public Works maintenance projects and brick and concrete masonry paver/retaining wall repairs.

The City intends to award one (1) construction contract. The term of the contract will be through December 2025 with an optional extension one renewal for 2 additional years. It shall be understood that the submitted hourly rates are to be honored over the term of the contract. If the contract is extended, a onetime cost escalator of no greater than 5% may be added to the submitted rates. A written request from the Contractor at the end of the original contract period from will be required to consider any rate adjustments.

There will be no minimum value of services committed by the City for each awarded service contract. The total available budget for the term of the contract is approximately $210,000 annually. The contract amounts are subject to the availability of funds and approval of annual budgets.

B. Contract Implementation

As non-emergency projects develop within the Public Works Unit, the City will prepare a scope of work on each project, including a proposed schedule. The selected on-call contractor(s) shall provide the City with a price proposal to complete the project work including:

- Total costs for self-performed work with a breakdown of the total labor cost.
- Material costs, if provided by the Contractor.
- Subcontractor names and costs with allotted mark-up percentages.
- Schedule or date by which the work can be completed.
- Names and contact information of assigned Foreman or Superintendent.

For emergency work, or work with an indeterminate scope, the Contractor shall provide written confirmation of anticipated labor, material and equipment necessary to perform the work. Final costs shall be paid on a time and materials basis using the rates and information provided in the Fee Proposal Form.

The City will assign specific tasks to a Contractor based on availability, turnaround time for completion of tasks, experience and other factors relevant to the task. The City does not guarantee either a minimum volume of work or a specific volume of work under this Contract.

The Contractor will be contractually obligated to use the fees included in their proposal to generate costs for individual tasks solicited by the City under this Contract. The proposals shall be structured in accordance with the bid form for type of work, unit of measure, and unit costs.

The desired response time for emergency tasks is 48 to 72 hours including equipment mobilization. The respondent should identify the typical anticipated emergency response time and if there are any stipulations or constraints in responding to emergency tasks.

C. Scope of Work

A typical non-emergency project performed under the proposed contract will involve the following process:

1. Visit the assigned project site and identify a preliminary scope of construction. Assignments will be made available electronically through Cityworks, the City of Ann Arbor's computerized maintenance management system (CMMS).

2. Review any work orders, drawings, specifications, reports, etc. provided by City staff on the proposed project.

3. Apply for and obtain all necessary permits.

4. Perform all work necessary.

5. Complete required documentation within Cityworks (CMMS).

6. City staff will review all work prior to final sign off. Contractor to address all identified deficiencies in the work.

D. Requirements

1. Ability to work effectively with the City's Public Works Unit staff with respect to any of the construction services required by the City.

2. Ability to work effectively with other City units and regulatory agencies.

3. The ability to function in a support role to the Public Works Unit. The contractor's services will be utilized for activities that exceed the staffing level or expertise of the Public Works Unit.

4. Ability to receive and process work requests electronically through Cityworks (CMMS).

5. The ability to respond to emergency service requests by City Public Works staff within the time identified on the Fee Proposal Form.

E. Standard Specifications

All work performed 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 Advertisement. 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 provided during the implementation of individual tasks under this Contract.

Copies of the Standard Specifications can be downloaded from the following web link.

https://www.a2gov.org/departments/engineering/Pages/Engineering-and-Contractor-Resources.aspx

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 provided 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 1:325 of the City Code which sets forth requirements for evaluating public improvement 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. See Exhibit A1

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. See Exhibit A2

3. Evidence of any quality control program used by the bidder and the results of any such program on the bidder's previous projects. See Exhibit A3

4. A statement from the bidder as to any major subcontractors it expects to engage including the name, work, and amount. NONE, no subcontractors

B. Workplace Safety – 20 Points

1. Provide a copy of the bidder's safety program, and evidence of a safety-training program for employees addressing potential hazards of the proposed job site. Bidder must identify a designated qualified safety representative responsible for bidder's safety program who serves as a contact for safety related matters.

   See Exhibit B1

2. Provide the bidder's Experience Modification Rating ("EMR") for the last three consecutive years. Preference within this criterion will be given to an EMR of 1.0 or less based on a three-year average.

   See Exhibit B2

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 an authorized 10-hour OSHA Construction Safety Course.

   See Exhibit B3

4. For the last three years provide a copy of any documented violations and the bidder's corrective actions as a result of inspections conducted by the Michigan Occupational Safety & Health Administration (MIOSHA), U.S. Department of Labor – Occupational Safety and Health Administration (OSHA), or any other applicable safety agency.

   NONE, no violations

C. Workforce Development – 20 Points

1. Documentation as to bidder's pay rates, health insurance, pension or other retirement benefits, paid leave, or other fringe benefits to its employees.

   See Exhibit C1

2.. 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. USDOL apprenticeship agreements shall be disclosed to the City in the solicitation response.

   See Exhibit C2

3. Bidders shall disclose the number of non-craft employees who will work on the project on a 1099 basis, and the bidders shall be awarded points based on their relative reliance on 1099 work arrangements with more points assigned to companies with fewer 1099 arrangements. Bidders will acknowledge that the City may ask them to produce payroll records at points during the project to verify compliance with this section.

   NONE, no 1099 employees

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

See Exhibit D1

evaluating which bids best serve its interests, the extent to which responsible and qualified bidders employ individuals in either the city of the county. Washtenaw County jurisdiction is prioritized for evaluation purposes for this solicitation.

See Exhibit D1

2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

See Exhibit D2&3. Approved Contractor from CDBG, a program that supports community development activities to build stronger and more resilient communities.

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.

See Exhibit D2&3

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.

See Exhibit D4

5. The bidder's environmental record, including findings of violations and penalties imposed by government agencies.

NONE, no violations

E. Schedule of Pricing/Cost – 20 Points

Company: Saladino Construction Company Incorporated

BID FORM

Section 1 - Schedule of Prices

RFP# 23-45 - Miscellaneous Concrete Repairs

Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Price
203	Traffic Control, Allowance	L.S.	1	$1.00	$1.00
207	Remove HMA Pavement	S.F.	2500	$3.00	$7,500.00
208	HMA Patching	TON	50	$250.00	$12,500.00
210	Subgrade Undercutting - Type II	C.Y.	120	$50.00	$6,000.00
211	21 AA Limestone - C.I.P.	C.Y.	60	$50.00	$3,000.00
212	Class 11 Granular Backfill - C.I.P.	C.Y.	60	$50.00	$3,000.00
215	Remove Curb & Gutter - Any Type	L.F.	750	$ 3.00	$ 2,250.00
216	Remove Concrete Pavement - Any Thickness	S.F.	250	$3.00	$750.00
217	Remove Concrete Sidewalk or Drive - Any Thickness	S.F.	1500	$3.00	$4,500.00
219	8-inch Concrete Pavement	S.F.	400	$13.50	$5,400.00
220	8-inch Concrete Pavement - High Early	S.F.	400	$14.00	$5,600.00
221	Concrete Curb & Gutter - Any Type	L.F.	1500	$54.00	$81,000.00
222	Concrete Curb & Gutter - Any Type - High Early	L.F.	500	$62.00	$31,000.00
223	4-inch Sidewalk or Ramp	S.F.	6000	$8.00	$48,000.00
224	4-inch Sidewalk or Ramp, High Early	S.F.	2500	$11.00	$27,500.00

225	6-inch Drive Approach, Ramp, or Sidewalk	S.F.	3000	$12.00	$36,000.00
226	6-inch Drive Approach, Ramp, or Sidewalk -High Early	S.F	1500	$12.50	$18,750.00
230	Detectable Warning, Cast In Place	S.F	700	$25.00	$17,500.00
235	Integral Sidewalk Retaining Wall (6" or less)	S.F.F.	300	$25.00	$7,500.00
236	Integral Sidewalk Retaining Wall (6"-18")	S.F.F.	200	$25.00	$5,000.00
237	Integral Sidewalk Retaining Wall (18"-36")	S.F.F.	100	$25.00	$2,500.00
250	Adjust Structure Cover	EACH	5	$300.00	$1,500.00
251	Adjust Curb Inlet Cover	EACH	5	$300.00	$1,500.00
252	Adjust Monument or Valve Box	EACH	5	$300.00	$1,500.00
253	Adjust Handhole	EACH	5	$300.00	$1,500.00
254	Manhole Flange & Cover	EACH	2	$300.00	$600.00
255	Inlet Structure Cover	EACH	4	$300.00	$1,200.00
256	Handhole Assembly	EACH	2	$300.00	$600.00
257	Point Structure	EACH	3	$300.00	$900.00
262	Sodding	S.Y.	300	$7.00	$2,100.00
263	Topsoil, Seed and Mulch	S.Y.	800	$ 3.00	$2,400.00
264	Cold Weather Protection	S.F.	3000	$1.00	$3,000.00
265	Short Load Fee	EACH	40	$400.00	$16,000.00
266	Misc. Improvement Allowance	L.S.	1	$1.00	$1.00
267	Emergency Response Fee	EACH	1	$400.00	$400.00

TOTAL BASE BID	**$ 358,452.00**

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 – Sample Standard Contract

Attachment B – General Declarations

Attachment C - Legal Status of Bidder

Attachment D – Prevailing Wage Declaration of Compliance Form

Attachment E – Living Wage Declaration of Compliance Form

Attachment F – Living Wage Ordinance Poster

Attachment G – Vendor Conflict of Interest Disclosure Form

Attachment H – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment I – Non-Discrimination Ordinance Poster

Sample Certified Payroll Report Template

ATTACHMENT A
SAMPLE STANDARD CONTRACT

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to the City of Ann Arbor such as the following:

Administrative Use Only
Contract Date: _____

CONTRACT

THIS CONTRACT is between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and _____ _____("Contractor")

_____
(An individual/partnership/corporation, include state of incorporation) (Address)

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 **[Insert Title of Bid and Bid Number**] in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, all of which are incorporated as part of this Contract:

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

ARTICLE II - Definitions

Administering Service Area/Unit means - **Public Services – Public Works**

Project means **Miscellaneous Concrete Repairs RFP#XXXX**

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: Kevin Schneider whose job title is Public Works

Supervisor. 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 _____ [**Insert name**] whose job title is [**Insert job title**].

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 _____ ( ) 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 $_____ for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

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

ARTICLE IV - The Contract Sum

Choose one only.

(A) The City shall pay to the Contractor for the performance of the Contract, the lump sum price as given in the Bid Form in the amount of:

_____Dollars ($_____)

Or

(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:

_____Dollars ($_____)

(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_____
Brian Steglitz,
Public Services Area Administrator

Approved as to form and content

_____
Atleen Kaur, City Attorney

PERFORMANCE BOND

(1) _____ of _____(referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for $, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.

(2) The Principal has entered a written Contract with the City entitled _____ _____, for RFP No. _____and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.

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

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

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

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

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

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

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

_____	_____
(Name of Surety Company)	(Name of Principal)
By _____	By _____
(Signature)	(Signature)
Its_____	Its _____
(Title of Office)	(Title of Office)
Approved as to form:	Name and address of agent:
_____	_____
Atleen Kaur, City Attorney	

LABOR AND MATERIAL BOND

(1) _____

of _____(referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of

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

(2) The Principal has entered a written Contract with the Cityentitled _____

_____

_____

____, 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)	(Name of Principal)
By _____	By _____
(Signature)	(Signature)
Its_____	Its _____
(Title of Office)	(Title of Office)

Approved as to form:

_____

Atleen Kaur, City Attorney

Name and address of agent:

_____

_____

_____

GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

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

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

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

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

Section 2 - Order of Completion

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

Section 3 - Familiarity with Work

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

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

Section 4 - Wage Requirements

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

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

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

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

If the Contractor is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this 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 l3. 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 l80 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 l0 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.

Section 44

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor,_____, represents that on _____, 20___, it was awarded a contract by the City of Ann Arbor, Michigan to_____ under the terms and conditions of a Contract titled _____. The Contractor represents that all work has now been accomplished and the Contract is complete.

The Contractor warrants and certifies that all of its indebtedness arising by reason of the Contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the project, as well as all other claims arising from the performance of the Contract, have been fully paid or satisfactorily settled. The Contractor agrees that, if any claim should hereafter arise, it shall assume responsibility for it immediately upon request to do so by the City of Ann Arbor.

The Contractor, for valuable consideration received, does further waive, release and relinquish any and all claims or right of lien which the Contractor now has or may acquire upon the subject premises for labor and material used in the project owned by the City of Ann Arbor.

This affidavit is freely and voluntarily given with full knowledge of the facts.

_____ _____
Contractor Date

By _____
(Signature)

Its _____
(Title of Office)

Subscribed and sworn to before me, on this _____ day of _____, 20__
_____ , _____ County, Michigan
Notary Public
_____ County, MI
My commission expires on:

STANDARD SPECIFICATIONS

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

Standard Specifications are available online:

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

DETAILED SPECIFICATIONS

DETAILED SPECIFICATION
FOR
ITEM #203 – TRAFFIC CONTROL, ALLOWANCE

DESCRIPTION

This work shall consist of protecting and maintaining vehicular and pedestrian traffic, in accordance with Sections 812, of the 2020 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 METHODS

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

- The furnishing and operating of lighted plastic drums
- The furnishing and operating of Type III lighted barricades
- The furnishing and operating of all temporary "Type B" signs
- The furnishing and operating of arrow panels as required by the Engineer
- The furnishing of signposts and installation of No Parking signs
- 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;
- Any and all other miscellaneous and/or incidental items which are necessary to properly perform the work.

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

The Contractor shall maintain two-way traffic on major streets, access for local traffic on local streets, and keep all intersections open to traffic at all times, unless specifically authorized in writing by the Engineer. The Contractor shall maintain traffic such that no vehicle shall be required to drive into active work areas. 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.

The Contractor shall keep all driveways open at all times, unless specifically authorized in writing by the Engineer.

The Contractor shall maintain pedestrian traffic at all times. 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. Typical applications for maintaining pedestrian traffic in accordance with the MMUTCD are included in this detailed specification.

The contractor shall schedule and conduct all work operations such that sidewalks and driveways will remain open along one side of each street being worked upon while work is on-going on the opposite side. All ramp replacements shall be scheduled and constructed such that at least two corners of an intersection remain open at all times. The Contractor shall maintain an accessible route at all times as defined within the Americans with Disabilities Act along each street upon which construction is occurring.
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.

A lane-closure permit shall be obtained by the Contractor from the City at least 48 hours in advance of any proposed lane or street closing. No street or lane closures shall be performed without the written approval of the Engineer, a minimum of one week in advance of the work.

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

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

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.

The Contractor shall furnish and operate all lighted arrow boards; lighted plastic drums; type III barricades; and Type B temporary signs as directed by the Engineer. Specifically:

- Lighted Arrow boards shall be type A or B as directed by the Engineer, and shall be electric powered (either battery or solar). Motor generators using gasoline, diesel, LP gas, or other such fuel are not approved for use.
- Type III Barricades shall have standard orange-and-white stripes on both sides of the barricade.
- "Construction Ahead" warning signs shall be placed as directed by the Engineer prior to the start of work, regardless of the nature, magnitude, or duration of the work.

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

Prohibiting Parking

On occasions where the Contractor shall need to reserve parking areas for staging equipment, prior to the commencement of any construction activity, the Contractor shall place No-Parking signs as directed by the Engineer. The Contractor shall obtain a permit for "Temporary Permission of Reserve Parking Lane for Work Related Purposes" from the City of Ann Arbor Project Management Services Unit. This permit shall be obtained a minimum of 5 days prior to the posting of No-Parking signs.

The City will furnish No-Parking signs to the Contractor at no cost. The Contractor shall furnish the signposts and shall securely bolt the signs to the signposts as directed by the Engineer. The Contractor shall install the signposts at least 2-feet deep into the ground, and there shall be a minimum 6-feet and maximum 7-feet clearance maintained between the bottom of the sign and the ground. The signs shall be placed at 75-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, until between 48 and 36 hours prior to the start of the work. No-Parking signs shall be covered by the Contractor whenever there is no work being performed for a period of time longer than 72 hours.

Where there is metered parking, the Contractor shall install meter bags.

MEASUREMENT AND PAYMENT

This item of work is an allowance that will be paid for based on actual scope of work and approved invoicing. As work requiring traffic control is initiated, the Contractor shall submit their

costs for traffic control for approval prior to mobilization. Measurement will be based on the value of work completed during the payment period.

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	**PAY UNIT**
Traffic Control, Allowance	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 #207 - REMOVE HMA PAVEMENT

DESCRIPTION

This work shall consist of removing HMA surface/base as described in Section 204 and Division 5 of the 2020 edition of the MDOT Standard Specifications for Construction, current supplemental MDOT specifications, and the City of Ann Arbor Standard Specifications, except as modified herein, and as directed by the Engineer.

CONSTRUCTION METHOD

The Contractor shall remove HMA surfaces, HMA bases, and brick bases of any thickness from any aggregate and/or concrete base course, without the removal of the aggregate or concrete base. Pavement removal limits shall be as directed by the Engineer.

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

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

The Contractor shall place millings or stone in excavated areas to maintain pedestrian access. The Contractor shall protect removal areas with lighted drums until such areas have received final patching. **Once pavement has been removed, the Contractor shall have a maximum of seven (7) days to complete final patching of the area.**

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, pavement base, 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 remove pavement/pavement base full-depth or to a depth of 3-inches, whichever is greater.
Removal of all granular or clay material located within the 3-inch minimum thickness is included in this item of work. Any additional aggregate or clay base removed without written approval of

the Engineer shall be replaced by the Contractor at the Contractor's expense with 21AA Aggregate compacted-in-place, or with HMA asphalt, as directed by the Engineer.

The Contractor shall remove and/or 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. Use of each specific piece of equipment is subject to the approval of the Engineer.
he 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 under the Item of Work: “Aggregate Base Course 21AA - C.I.P.”. Where the Engineer directs such materials to be removed, they will not be paid for separately, but shall be included in the Item of Work: “Remove HMA Pavement.”

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

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

MEASUREMENT AND PAYMENT

The areas to be removed shall be marked and measured prior to 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 for these items of work will be paid at the Contract Unit Prices for the following Contract (Pay) Item:

PAY ITEM	PAY UNIT
Remove HMA Pavement	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 #208 - HMA PATCHING

DESCRIPTION

This work shall consist of patching existing HMA and concrete pavements as specified in Division 5 of the 2020 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

The HMA mixtures to be used for this work shall be MDOT No. 36A, 13A, or 4C, as directed by the Engineer.

Asphalt Binders shall be grade PG 52-28, PG 58-22, PG 58-28, or PG 64-22, as directed by the Engineer, and shall meet the requirements specified in Section 904 of the 2020 edition of the MDOT Standard Specifications, and any current supplemental MDOT specifications.

The Aggregate Wear Index (AWI) number for this project is 260. This AWI number applies to all aggregates used in all top course mixtures. Blending aggregates to achieve this AWI requirement is permitted in accordance with current MDOT Standards, and Supplemental Specifications.

CONSTRUCTION METHODS

Once pavement has been removed, the Contractor shall have a maximum of seven (7) days to complete final patching of the area.

The Contractor shall provide a 10-foot long straight-edge during all paving operations.

The aggregate base and/or subgrade of all patch areas which are, or become, damp or wet, shall be dried by aerating, or by other methods approved by the Engineer.

The aggregate base and/or subgrade of each patch shall be evenly graded and trimmed, and shall be compacted by the use of a vibratory plate compactor or other approved method(s) to not less than 98% of its maximum unit weight.

Prior to placing HMA patching material, all patch areas shall be cleaned with compressed air, and/or vacuum type street cleaning equipment (Vac-all), to remove dirt and loose material. Compressed air shall be from a source which provides a minimum of 90 psi and 150 cubic feet per minute of air at the nozzle.

All asphalt and concrete surfaces within all patch areas shall be covered with MDOT SS-1h bond coat, applied at a rate of 0.05 gallons/square yard. The bond coat shall be applied with a power distributor hand sprayer.

The Contractor shall not place HMA materials on adjacent pavement surfaces.

HMA mixtures shall be placed in lifts not exceeding 3-inches (approximately 3½-inch loose). 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. HMA mixtures shall be compacted by the use of an approved vibratory roller. At small patches, an approved vibratory plate compactor shall be used.

Spot Wedging, Spot Leveling, and Finish Patching shall be performed in accordance with this Detailed Specification and as directed by the Engineer, using the HMA mixture(s) directed by the Engineer.

The completed work of patching, spot wedging, spot leveling and finished patching shall provide a smooth riding surface, to the satisfaction of the Engineer.

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

MEASUREMENT AND PAYMENT

Measurement shall be by the ton, in place. Unused HMA material shall be returned to the plant and re-weighed, and a corrected weight slip shall be provided to the Engineer. Weight slips shall include the type of mixtures (codes are not acceptable), as well as the truck number, gross weight, tare weight and net weight.

Price adjustments shall be enforced as described at Section 4.00.19 MDOT Standard Specifications (1990 edition), and will be based on testing reports provided by the City's testing representatives.

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

PAY ITEM	PAY UNIT
HMA Patching	Ton

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

DETAILED
SPECIFICATION FOR
ITEM #210 - SUBGRADE UNDERCUTTING - TYPE II

DESCRIPTION

This work includes removal of unsuitable granular base, subbase, or clay material(s) to depths as specified by the Engineer.

CONSTRUCTION METHOD

At any time after sidewalks, drives, pavements, and/or curb and gutter 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 the depths as directed by the Engineer, 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.

Subgrade Undercutting - Type II shall be backfilled with MDOT 21AA crushed limestone. The backfill material shall be compacted to not less than 95% of its maximum unit weight as determined by the AASHTO T-180 test. The fill material(s) for Subgrade Undercutting – Type II shall be paid at the Contract unit price for “21AA Limestone - C.I.P.”.

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 remove, add to, re-shape, re-grade, and re-compact the existing subgrade materials as detailed in the Specifications, and as directed by the Engineer. Use of each specific piece of equipment is subject to the approval of the Engineer.

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

MEASUREMENT AND PAYMENT

These items of work shall be measured for payment by calculating the volume of the undercut excavation prior to the placement of backfill.

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

PAY ITEM	PAY UNIT
Subgrade Undercutting - Type II	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 #211 - 21AA LIMESTONE - C.I.P.

DESCRIPTION

This work shall consist of installing MDOT 21AA crushed limestone base or subbase material for sidewalk undercuts and/or street patches on an existing aggregate surface, or on a prepared subgrade in accordance with Sections 301, 302 and 307 of the 2020 edition of the MDOT Standard Specifications for Construction, except as specified herein.

MATERIAL

The materials used for this work shall be MDOT 21AA crushed limestone material meeting the requirements of the City of Ann Arbor Standard Specifications.

CONSTRUCTION METHOD

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. 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 directed by the Engineer. This may include regrading the subbase to provide different crown grades than those existing prior to the construction. 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.

Aggregate courses shall be placed in uniform layers such that when compacted, they have the required thicknesses. The loose measure of any layer shall not be more than 9-inches nor less than 4-inches.

Aggregate base courses below all roadway and curb areas shall be compacted to not less than 98% of its maximum unit weight, as determined by the AASHTO T-180 test. Aggregates placed below sidewalks shall be compacted to not less than 95% of its maximum unit weight, as determined by the AASHTO T-180 test.

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

The item of work "21AA Limestone – C.I.P." is intended for backfill in undercut areas and other areas where directed by the Engineer. Placement of a 6-inch thick layer of MDOT 21AA base material is included in the appropriate item of work for concrete placement, and shall not be paid for separately.

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

PAY ITEM	PAY UNIT
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 #212 –CLASS II GRANULAR BACKFILL.

DESCRIPTION

This work includes 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 2020 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

All granular backfill material shall meet the requirements 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.

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 directed by the Engineer. This may include regrading the subbase to provide different crown grades than those existing prior to the construction. 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.

Granular backfill courses shall be placed in uniform layers such that when compacted, they have the required thicknesses. The loose measure of any layer shall not be more than 12-inches nor less than 4-inches.

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:

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

PAY ITEM	PAY UNIT
Class II Granular Backfill	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 #215 - REMOVE CONCRETE CURB OR CURB & GUTTER - ANY TYPE
ITEM #216 - REMOVE CONCRETE PAVEMENT - ANY THICKNESS
ITEM #217 - 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 detailed in the Specifications, and as directed by the Engineer, in accordance with Section 204 of the 2020 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 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 greater than 2 inches in diameter.

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.

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

Concrete pavement removals shall be performed in accordance with the MDOT 2020 Standard Specifications, Section 603.03.B.1.b, Removing Pavement, except as modified herein. The item of work “Remove Concrete Pavement (Repair) - Any Thickness” refers to the removal of existing concrete pavement and concrete pavement base within the width of the street (i.e. edge-of-metal to edge-of-metal). 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 & Driveways - 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).

The Contractor shall remove composite pavement (HMA pavement overlaid on concrete/brick pavement or concrete/brick pavement base) of any thickness(es) as directed by the Engineer. This work shall be paid for as “Remove Concrete Pavement - Any Thickness”. The work of removing HMA pavement overlays where concrete/brick pavement or concrete/ brick pavement base is to be removed, will not be paid for separately.

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 Driveways - Any Thickness”.

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

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

PAY ITEM	PAY UNIT
Remove Concrete Curb or Curb & Gutter - Any Type	Lineal Foot
Remove Concrete Pavement - Any Thickness	Square 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 #219 8-INCH CONCRETE PAVEMENT
ITEM #220 8-INCH CONCRETE PAVEMENT – HIGH EARLY
ITEM #221 CONCRETE CURB OR CURB & GUTTER - ANY TYPE
ITEM #222 CONCRETE CURB OR CURB & GUTTER - ANY TYPE – HIGH EARLY

DESCRIPTION

This work shall consist of constructing concrete items including curb, gutter, curb and gutter, MDOT Type M drive openings, and pavement repairs with mechanical anchors and hook bolts, all of any type and/or dimensions, all of either regular, Fibermesh reinforced, and/or high-early concrete, in accordance with Sections 602, 603, 801, 802, and 803 of the 2020 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:

Concrete Item	Concrete Mixture	MDOT Section
8” Concrete Pavement	P1, 6.0-sack	601
8” Concrete Pavement - High-Early	P-NC, 7.0-sack	601
Curb or Curb & Gutter	P1, 6-sack	601
Curb or Curb & Gutter - High-Early	P-NC, 7.0-sack	601

Mechanical Anchors and Hook Bolts shall conform with the MDOT Standard Specifications, and to any details contained elsewhere herein.

CONSTRUCTION METHODS

General

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

The Contractor is responsible to construct curbs and all other concrete items within ADAAG compliance. All sidewalks and curb ramps must be constructed in accordance with MDOT Standard Detail R-28-H (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 import, furnish, fill, place, grade, and compact 21AA crushed limestone aggregate 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,; and at locations where existing concrete items are to be removed and turf is to be established in its place.

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

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%.

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.

<u>Restoration</u>

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.

Expansion Joints in Curb and Gutter

¾-inch wide expansion joints shall be placed at all street returns, at all expansion joints in an abutting pavement, at each side of all driveways (at radius points), elsewhere at 300-foot maximum intervals, and as directed by the Engineer.

Expansion joint material shall extend to the full depth of the joint. After installation, the top shall not be above the concrete nor be more than ½-inch below it. No reinforcing steel shall extend through expansion joints.

Plane of Weakness Joints in Curb and Gutter

Intermediate plane of weakness joints shall be placed to divide the structure into uniform sections, normally 10-feet in length, with a minimum being 8-feet in length, and shall be placed opposite all plane of weakness joints in the abutting concrete base course.
Plane of weakness joints shall be formed by narrow divider plates, which shall extend 3-inches into the exposed surfaces of the curb or curb and gutter. Plates shall be notched, if necessary, to permit the steel reinforcement to be continuous through the joint.

Concrete Pavement - High Early

Prior to the placement of concrete, the Contractor shall install mechanical anchors and $^{5}/_{8}$-inch diameter hook bolts into adjacent (new or old) concrete items as required by the MDOT Standard Specifications and Details, as indicated on the Plans, and as directed by the Engineer. The Engineer may delete the installation of mechanical anchors and hook bolts where, in the Engineer's opinion, the adjacent concrete item(s) is/are observed to be of poor quality. The installation of mechanical anchors & hook bolts shall be included in this item of work.

During the placement of "Concrete Pavement - High-Early", the Contractor shall use a high-frequency mechanical vibrator to compact and consolidate the concrete to provide even, homogeneous placement, and to prevent voids, honeycombing, and/or pockets of air from forming within the concrete.

MEASUREMENT AND PAYMENT

All concrete pavement, including that which is installed with integral curb and gutter, will be measured and paid for by the area actually placed in square feet (S.F.).

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).

No additional compensation will be paid for the removal of a 6-inch thick layer of the subgrade, subbase or base, and replacement with approved 21AA crushed limestone aggregate, compacted in place.

A deduction in length for catch basins and inlet castings will be made to measurements of Curb and Gutter.

Curb, gutter, curb and gutter, and MDOT type M openings, shall be paid as "Curb & Gutter – Any Type."

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**
8-inch Concrete Pavement – ALL TYPES	Square Foot
Concrete Curb or Curb & Gutter - ALL TYPES	Lineal 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 #223 4-INCH SIDEWALK OR RAMP
ITEM #224 4-INCH SIDEWALK OR RAMP – HIGH EARLY
ITEM #225 6-INCH DRIVE APPROACH, RAMP, OR SIDEWALK
ITEM #226 6-INCH DRIVE APPROACH, RAMP, OR SIDEWALK – HIGH EARLY

DESCRIPTION

This work shall consist of constructing concrete items including sidewalks and drive approaches, of regular and highearly concrete, in accordance with Sections 602, 603, 801, 802, and 803 of the 2020 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:

Concrete Item	Concrete Mixture	MDOT Section
4" or 6" Sidewalk/Ramp/Drive	P1, 6-sack	601
4” or 6" 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 compliance. All sidewalks and curb ramps must be constructed in accordance with MDOT Standard Detail R-28-H (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.

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%.

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 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 or 6-Inch Sidewalk, Ramp, or Drive	Square Foot
4 or 6-Inch Drive Approach, Ramp or Sidewalk - High Early	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 #230 – 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-H (or version in place at time of the bid letting).

MATERIALS

The detectable warning tiles shall be colored as Federal Number 22144 (frequently referred to as “Colonial 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

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-H (or most current edition in effect 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 #235 – INTEGRAL SIDEWALK RETAINING WALL (6” OR LESS)
ITEM #236 – INTEGRAL SIDEWALK RETAINING WALL (6”-18”)
ITEM #237 – INTEGRAL SIDEWALK RETAINING WALL (18”–36”)

DESCRIPTION

This work shall consist of constructing concrete retaining walls up to 36 inches in height adjacent to sidewalks, in accordance with Sections 802 and 803 of the 2020 edition of the MDOT Standard Specifications for Construction, except as specified herein, as shown in this Detailed Specification, and as directed by the Engineer.

MATERIALS

Concrete mixtures shall be High Early, 8.4-sack concrete (or as directed by the Engineer), and concrete materials shall meet the requirements specified in the appropriate sections of the MDOT Standard Specifications.

CONSTRUCTION METHODS

General

The Contractor shall construct the Item “Integral Sidewalk Retaining Wall (6” or less)” in accordance with MDOT standard plan R-30-E, detail E2. Curb face exposure shall be 6 inches or less.

The Contractor shall construct the Items “Integral Sidewalk Retaining Wall (6”-18”)” and “Integral Sidewalk Retaining Wall (18”-36”)” as shown on the following Details. Sidewalk retaining walls over 36 inches in height may require a separate design, and shall not be constructed using these details without written authorization from the Engineer.

All subgrade work shall be completed prior to placing concrete items, unless directed or approved by the Engineer.

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

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

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

The Contractor 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.

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

Restoration

The Contractor shall restore all disturbed areas to better than or equal to their original condition within two calendar days from the date of concrete placement. This includes the placement 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.

MEASUREMENT AND PAYMENT

Payment shall be measured by the exposed face area of the retaining wall in square feet. The sidewalk section will be paid for separately under the appropriate item.

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

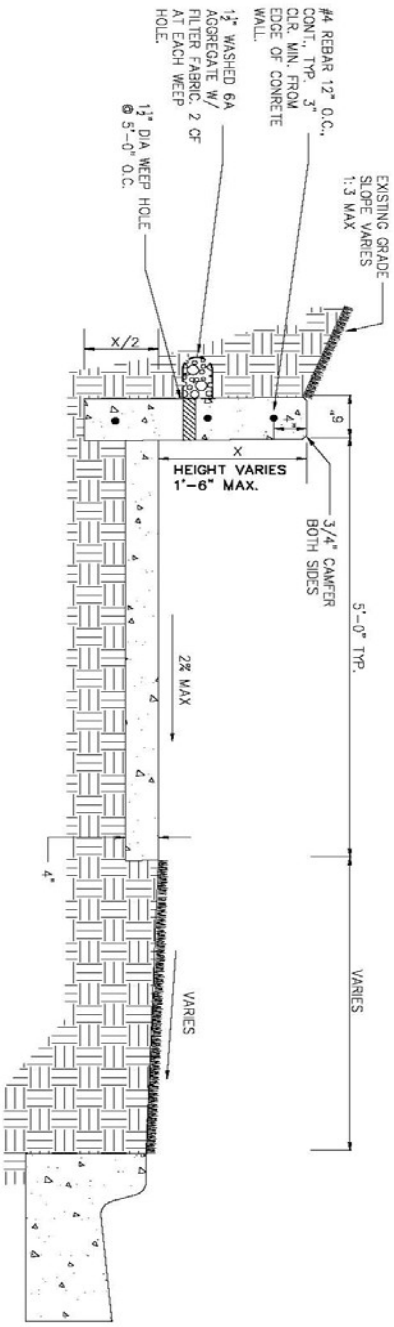
No additional compensation will be paid for the removal of a 6-inch thick layer of the subgrade, subbase or base, and replacement with approved 21AA crushed limestone aggregate, compacted in place.

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

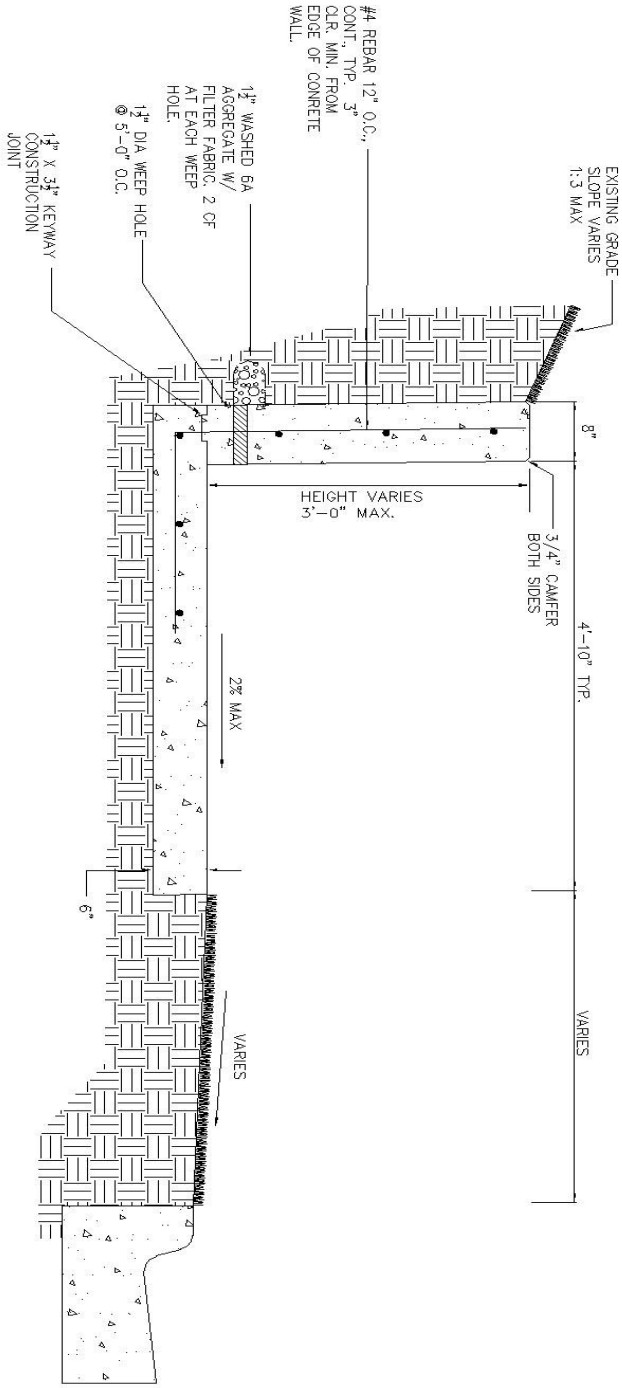
PAY ITEMS	**PAY UNIT**
Integral Sidewalk Retaining Wall (6” or less)	Square Foot
Integral Sidewalk Retaining Wall (6”-18”)	Square Foot
Integral Sidewalk Retaining Wall (18”-36”)	Square Foot

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
INTEGRAL SIDEWALK RETAINING WALL (6”-18”) DETAIL



INTEGRAL SIDEWALK RETAINING WALL (18”-36”) DETAIL



DETAILED SPECIFICATION
FOR
ITEM #250 – ADJUST STRUCTURE COVER
ITEM #251 – ADJUST CURB INLET COVER
ITEM #252 – ADJUST MONUMENT BOX OR VALVE BOX
ITEM #253 – ADJUST HANDHOLE
ITEM #254 – MANHOLE FLANGE & COVER
ITEM #255 – INLET STRUCTURE COVER
ITEM #256 – HANDHOLE ASSEMBLY
ITEM #257 – POINT STRUCTURE

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 2020 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 of the 2020 edition of the 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 Covers”.

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 ¼inch 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 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).

Structure Covers

Replacement cover and casting will be provided by City of Ann Arbor Public Works to current standard.

Handhole Assembly

Traffic Signal handholes shall consist of a Quazite Composolite box. The lower box shall be #PG1730BB18. The upper box shall be #PG1730BA18. The cover shall be #PG1730HA21, a locking heavy-duty bolt-down type. The cover logo text shall be provided by the Engineer prior to installation. The total depth of the handhole shall be 36 inches. Installation of handholes shall be completed in accordance with the current National Electric Code (NEC) and Section 819 of the Michigan Department of Transportation 2020 Standard Specifications for Construction.

Point Structure

This item consists of pointing structures where shown on the Plans and as directed by the Engineer.

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 flowable fill 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:

PAY ITEM	PAY UNIT
Adjust Structures (all types)	Each
Structure Covers (all types)	Each
Handhole Assembly	Each
Point Structure	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 #262 - SODDING

DESCRIPTION

This work shall consist of preparing, fine grading, and raking the rough graded ground; furnishing, importing, and installing a 3-inch thick layer of topsoil; and furnishing, importing, installing, watering, and maintaining sod; all as directed by the Engineer, and all in accordance with Section 816 and 917 of the 2020 edition of the MDOT Standard Specifications and the City Standard Specifications, except as modified herein.

MAINTENANCE AND ACCEPTANCE

Maintenance of sodded areas shall consist of watering and replacing damaged areas. Maintenance of sodded areas shall commence when any portion of sod has been installed.

CONTRACTOR'S GUARANTEE

All sodded areas that die, “brown-out”, fail to firmly knit/root to the soil base, or that are otherwise damaged, including damage by erosion, shall be repaired or replaced by the Contractor at the Contractor's expense, as directed by the Engineer.

MEASUREMENT AND PAYMENT

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

PAY ITEM	PAY UNIT
Sodding	Square Yard

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 #263 - TOPSOIL, SEED AND MULCH

DESCRIPTION

This work shall include preparing the foundation and furnishing and placing Engineer approved topsoil and grass seed in accordance with Section 816 and 917 of the 2020 MDOT Standard Specifications for Construction, the City of Ann Arbor Public Services Department Standard Specifications, and as modified herein.

MATERIALS

The Contractor shall provide topsoil in accordance with Section 917 of the 2020 MDOT Standard Specifications for Construction. The topsoil mixture shall be natural loam, sandy loam, silty loam, or clay loam, without admixture of sub-soil, peat, or fertilizer. The organic matter content shall be between 3% and 10%. The Engineer may require the contractor to add no more than one part compost to three parts on-site topsoil to obtain the desired mixture consistency, at no additional expense to the City. The Contractor shall provide a fertility test for the selected material(s) at the request of the Engineer at no additional expense to the City.

On-site topsoil may be stockpiled for replacement on-site, provided it meets the above requirements.

The seed mixture shall be type TUF as described on Table 917-1 of the 2020 MDOT Standard Specifications for Construction.

The erosion control blanket used shall be C125BN as manufactured by North American Green, or equivalent. The coconut fiber erosion control blanket shall have the following properties.

Matrix: 100% coconut fiber. (0.50 lbs/square yard)
Netting: Top-Leno woven 100% biodegradable organic jute fiber (9.30 lbs/1000sft. approx. wt.)
Bottom – 100% biodegradable organic jute fiber (7.7 lbs/1000 sft approximate weight.) Thread: Biodegradable.
Width: 6.67ft. (+/- 5%)
Length: 108 ft. (+/- 5%)
Weight: 52.22 lbs. (+/-10%)
Area: 80 syd.
Stitch Spacing for all rolls: 1.50 inches.

CONSTRUCTION METHODS

The Contractor shall restore all disturbed areas to better than or equal to their original condition within three calendar days from the date of the placement of the adjacent concrete.

The Contractor shall grade the area to receive the topsoil, prepare the earth bed, spread and rake the topsoil to provide a uniform surface free of large clods, lumps, rocks larger than 1 inch, brush, roots, or other deleterious materials, as determined by the Engineer.

The Contractor shall place and compact of 3 inches of topsoil, followed by the placement of grass seed, followed by the placement of 0.5 inches of topsoil, at all turf restoration locations, and at locations where concrete items are removed and turf is to be established.

Erosion Control Blankets shall be installed per manufacturer's recommendations over all seeded areas.

MAINTENANCE AND ACCEPTANCE

It is the responsibility of the Contractor to establish a dense lawn of permanent grass, free from weeds, mounds and depressions prior to final acceptance and payment of this project. Any portion of a seeded area that fails to show a uniform germination shall be reseeded. Such reseeding shall be at the Contractor's expense and shall continue until a dense lawn is established.

The Contractor shall maintain all lawn areas until the Project Engineer has accepted them. Lawn maintenance shall begin immediately after the grass seed is in place and continues until final acceptance with the following requirements:

Lawns shall be protected and may require watering and reseeding as necessary, until the period of time when the final acceptance and payment is made by the Project Engineer for this project. Maintenance includes deposition of additional topsoil, and reseeding, all as may be required to correct all settlement and erosion until the date of final acceptance. The Contractor at the Contractor's expense shall repair damage to seeded areas resulting from erosion. 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.

The Contractor shall be responsible for establishing healthy grass cover in all restoration areas. Any weeds that establish in restoration areas within the first year after placement shall be removed by the Contractor at no additional cost to the City.

Permanent Seeding shall be performed by the Contractor in accordance with Section 816 of the 2020 MDOT Standard Specifications for Construction. The Contractor shall be required to return to all previously completed areas of work and ensure that the uniform germination has occurred beginning September 1st. The Contract work in subsequent areas of work maybe suspended by the Project Engineer, until the Contractor has adequately restored all disturbed areas in all previously completed areas of work. This suspension of work will not be grounds for an extension of Contract time or any claim for extra compensation.

MEASUREMENT AND PAYMENT

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

PAY ITEM	PAY UNIT
Topsoil, Seed and Mulch	Square Yard

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. Also included in the unit price is the work of maintaining the area as required by the Engineer until the turf is fully established.

DETAILED SPECIFICATION
FOR
ITEM #264 – COLD WEATHER PROTECTION

DESCRIPTION

This work shall include all items necessary to meet the requirements of ACI Specification 306, Cold Weather Concreting, Section 602 of the 2020 MDOT Standard Specifications for Construction , and as modified herein. This item is required whenever cold weather is expected or has occurred within 5 calendar days of concrete placement.

CONSTRUCTION METHODS

If placing concrete when the atmospheric temperature is 40°F or less, or if weather forecasts predict these temperatures during the curing period, follow the procedures of this specification.

Provide concrete that has a minimum temperature of 55 degrees Fahrenheit at time of placement. Cold weather protection shall consist of a method or combination of methods that ensure the concrete temperature will be maintained above 50 degrees Fahrenheit from the time that it is placed until the concrete attains opening to traffic strength. Methods may consist of heating concrete ingredients, adding chemical accelerators, or physically covering the concrete with a protective barrier such as plastic sheeting, frost paper, insulating blankets, straw over plastic, or other methods approved by the Engineer. Place the cold weather protection as soon as it will not mar the surface of the pavement and protect the full exposed pavement surface throughout the protection period. The insulation material may be removed for saw cutting of the control joints in the pavement, but must be replaced immediately thereafter.

MEASUREMENT AND PAYMENT

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

PAY ITEM	PAY UNIT
Cold Weather Protection	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 this Detailed Specification.

Payment for Cold Weather Protection includes equipment, labor, and materials to place, remove for relief sawing and replace, maintain, remove, and dispose of the insulating material to complete this item. Any costs for heating materials, including startup and operation of equipment to heat materials, are included in the cost of these items.

This unit price shall be added to the cost of the concrete unit price when cold weather concreting is necessary and approved by the Engineer. For curb and gutter placement, each linear foot of curb placed shall be equivalent to 3 square feet of cold weather protection.

DETAILED SPECIFICATION
FOR
ITEM #265 – SHORT LOAD FEE

DESCRIPTION

This item shall be utilized when the scope of work provided to the Contractor requires the use of less than 6 cubic yards of concrete per truck. The fee will be paid for each truck necessary to complete the concrete pour. If a truck with greater than 6 cubic yards is divided into multiple pours less than 6 cubic yards and intermediate cleanup is required, the fee will paid for each separate pour. The City will attempt to group the work in an effort to minimize the delivery of small concrete loads. If the contractor elects to divide the concrete into smaller loads without the approval of the Engineer, the small load fee will not apply.

MEASUREMENT AND PAYMENT

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

PAY ITEM	PAY UNIT
Short Load Fee	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 #266 – MISCELLANEOUS IMPROVEMENT ALLOWANCE

DESCRIPTION

This item shall be utilized for miscellaneous repair work as determined necessary by the City and not already reflected in the unit price pay items. Allowance shall only be used as directed by the City and Contractor shall furnish detailed itemized costs for approval prior to executing the work. At project closeout, any amounts remaining in allowances will be credited to the City by Change Order.

MEASUREMENT AND PAYMENT

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

PAY ITEM	PAY UNIT
Miscellaneous Repair Allowance	Lump Sum

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
DISPOSING OF EXCAVATED MATERIAL

The Contractor shall dispose of, at the Contractor's expense, all excavated material. The cost associated with complying with the requirements as described herein shall be included in the cost of other items of work and shall not be paid for separately.

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.

The cost associated with complying with the requirements as described herein shall be included in the cost of other items of work and shall not be paid for separately.

DETAILED SPECIFICATION
FOR
SOIL EROSION CONTROL

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

The cost associated with complying with the requirements as described herein shall be included in the cost of other items of work and shall not be paid for separately.

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.

The cost associated with complying with the requirements as described herein shall be included in the cost of other items of work and shall not be paid for separately.

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DETAILED SPECIFICATION
FOR
PERFORMANCE OF WORK

During the term of this contract, the Contractor and the City will have routine pre-construction meetings. The City will at this point give the Contractor the proposed scope and order of work, along with authorization to begin work. These meetings are intended to give the Contractor an estimated quantity and scope of work. Additional work will also be added throughout the construction season on an asneeded basis.

As work is proposed, the City and Contractor shall agree on a date by which all proposed work shall be completed. Unless otherwise agreed upon when the scope of work is provided to the contractor, the date of completion shall be 30 calendar days from when the scope of work is provided to the Contractor. If a scope of work greater than 15% of the contract value is provided to the Contractor at any one time, the Contractor shall be permitted to an extended time of completion.

Any work that is not completed within the agreed time, including any extension granted in writing by the Project Supervisor, shall obligate the Contractor to pay to the City, as liquidated damages and not as a penalty, an amount equal to $150.00 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 Contactor.

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. **The City reserves the right to change the quantities, delete scope, or add scope, and no adjustment in unit price will be made for any change in any quantity.**

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.

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 2020 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.

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 (SiO_2 + Al_2O_3 + Fe_2O_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 (Na_2Oeq). 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 40º 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 40º and 60º F, the set time of the proposed mix shall be verified under anticipated field conditions. This information shall be used when scheduling pours and saw crews.

Air Entrainment

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

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 maintain a detailed stockpile management plan, describing their process control procedure for shipping, handling, and stockpiling of each aggregate including workforce training.

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

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

Mixing

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

Drum Mix Plants: After all solid materials are assembled in the mixer drum; the mixing time shall be a minimum of 60 seconds and a maximum of 5 minutes. The mixing time may be decreased if the ASTM C-94 11.3.3 mixer efficiency tests show that the concrete mixing is satisfactory. The Engineer may require an increase in the minimum mix time if the mixer efficiency test determines that the concrete is not being mixed satisfactorily. The minimum mixing time shall start after the mixer is fully charged. Mixers shall be operated at the speed recommended by the manufacturer as mixing speed. The mixer shall be charged so that a uniform blend of materials reached the mixer 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 may be issued by the Truck Mixer Manufacturer. The mixer capacity shall not be exceeded, and the mixing speeds shall be within the designated limits. Truck mixers shall be equipped with a reliable reset revolution counter. If truck mixers are used for mixing while in transit, the revolution counter shall register the number of revolutions at mixing speed.

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

The required mixing shall be between 70 and 90 revolutions. The mixing shall be at the rate designated by the manufacturer and shall produce uniform, thoroughly mixed concrete. The Engineer may inspect mixer units at any time to assure compliance with certification requirements, and removal of inspection ports may be required. Should the Engineer question the quality of mixing, the Engineer may check the slump variation within the

batch. Should the slump variation between two samples taken, one after approximately 20% discharge and one after approximately 90% discharge of the batch, show a variation greater than 3/4 inch (20 mm) or 25% of the average of the two, whichever is greater, the Engineer may require the mixing to be increased, the batch size reduced, the charging procedure be modified or the unit removed from the work.

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

Curing

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

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

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

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

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 at the City's expense. Quality control measures to insure job control are the responsibility of the Contractor. The Engineer's testing and/or test results will not relieve the Contractor from his/her responsibilities to produce, deliver, and place concrete that meets all project requirements. The Engineer's test results are for acceptance purposes only.

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

If, in the Engineer's judgment, the rejected material must be replaced, the material in question will be removed and replaced at the Contractor's sole expense. The removal costs

will be deemed to include all relevant and associated costs including, but not limited to; re-mobilization, traffic control, re-grading the aggregate base course, if required, placement of material meeting the project specifications, and all other expenses. Time extensions will not be granted to the Contractor for any required repair work to meet the requirements of this specification.

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

MEASUREMENT AND PAYMENT

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

DETAILED SPECIFICATION
FOR
ITEM #267 – EMERGENCY RESPONSE FEE

DESCRIPTION

This item shall be utilized when the City requires a mobilization response time of less than 24 hours for repair work. The fee shall be defined as a onetime flat fee per occurrence to be paid in addition to all other regular work items. If the contractor does not meet the City's 24-hour mobilization requirements or does not expeditiously complete the work, the emergency response fee will not apply.

MEASUREMENT AND PAYMENT

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

PAY ITEM	PAY UNIT
Emergency Response Fee	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.

APPENDIX

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 __0__, 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 29th DAY OF August, 2023.

Saladino Construction Co., Inc.
Bidder's Name

Authorized Signature of Bidder

3303 North Territorial Rd. W
Ann Arbor, MI. 48105
Official Address

Robert Saladino
(Print Name of Signer Above)

Office: 734.665.5913
Field Cell: 734.260.1186
Telephone Number

saladinoconstruction@gmail.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 Robert Saladino, bearing the office title of Vice President, whose signature is affixed to this Bid, is authorized to execute contracts.

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

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

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

_____

_____

_____

_____

_____

* An individual, whose signature with address, is affixed to this Bid: __ _____
(initial here)

Authorized Official

_____ **Date** August 29, 2023

(Print) Name Robert Saladino Title Vice President

Company:
Saladino Construction Co., Inc.

Address:
3303 North Territorial Rd. W. Ann Arbor, MI. 48105

Contact Phone (734) 665-5913 Fax (734) 665-5913

Email saladinoconstruction@gmail.com Web: www.SaladinoConstruction.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 has be deemed a material breach of the terms of the contract and grounds for termination of same by the City.

Saladino Construction Co., Inc.
Company Name

August 29, 2023
Signature of Authorized Representative Date

Robert Saladino,
Print Name and Title

3303 North Territorial Rd. W. Ann Arbor, MI. 48105
Address, City, State, Zip

(734) 665-5913 / saladinoconstruction@gmail.com
Phone/Email address

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

ATTACHMENT E
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

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

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

The Contractor or Grantee agrees:

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

Check the applicable box below which applies to your workforce

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

[X] 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.

Saladino Construction Co., Inc.
Company Name

3303 N. Territorial Rd. W.
Street Address

Signature of Authorized Representative — August 29, 2023
Date

Ann Arbor, Michigan 48105
City, State, Zip

Robert Saladino, Vice President
Print Name and Title

734.665.5913 / saladinoconstruction@gmail.com
Phone/Email address

Attachment F

CITY OF ANN ARBOR
LIVING WAGE ORDINANCE

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

$15.90 per hour
If the employer provides health care benefits*

$17.73 per hour
If the employer does **NOT** provide health care benefits*

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

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

Revised 2/1/2023

ATTACHEMENT G

Vendor Conflict of Interest Disclosure Form

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

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

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

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	( ) Relationship to employee ( ) Interest in vendor's company ( ) 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:		
Saladino Construction Co., Inc.		(734) 665-5913
Vendor Name		**Vendor Phone Number**
	8/29/2023	Robert Saladino, Vice President
Signature of Vendor Authorized Representative	**Date**	**Printed Name of Vendor Authorized Representative**

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

ATTACHMENT H

DECLARATION OF COMPLIANCE

Non-Discrimination Ordinance

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

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

The Contractor agrees:

(a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.

(b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.

(c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.

(d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

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

Saladino Construction Co., Inc.
Company Name

August 29, 2023
Signature of Authorized Representative — Date

Robert Saladino, Vice President
Print Name and Title

3303 North Territorial Rd. W.
Address, City, State, Zip

(734) 665-5913 / saladinoconstruction@gmail.com
Phone/Email Address

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

ATTACHMENT I

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

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

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

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

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

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

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

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

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

Michigan Department
Of Transportation
CP-347 (04/10)

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

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 Start. 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.

Saladino
Construction Company Inc.
Since 1971
SaladinoConstruction@gmail.com
Michigan License No. 2102056672
3303 North Territorial Rd W, Ann Arbor, Michigan 48105
www.SaladinoConstruction.com
Office: 734-665-5913

August 29, 2023

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

RE: RFP#23-45 Miscellaneous Concrete Repairs

Thank you for considering Saladino Construction Co., Inc. for your project. We have submitted our response to the invitation without any addendums. Our products and materials are made in America to conform and comply with the specified requirements.

Saladino Construction Co., Inc. is a locally owned corporation that has been serving the Washtenaw County area since 1971, with a specialization in concrete work within the City of Ann Arbor.

We take pride in being a Women Owned Corporation and prioritize the protection of our clients by being licensed, insured, and bonded. Additionally, all of our projects are backed by a warranty for both materials and workmanship.

The primary contact for this project is Robert Saladino, who holds the positions of Vice President and Supervisor. He is authorized to make decisions and take action on all aspects of the project.

If you require further clarification regarding our submission, please feel free to contact us. You can reach us at (734) 665-5913 or via email at Saladinoconstruction@gmail.com. We will be pleased to offer any assistance you may need.

Sincerely,

Zina Saladino
Chief Administrative Officer

CONTRACTOR'S APPLICATION FOR QUALIFICATION
SALADINO CONSTRUCTION CO., INC.

TO: CITY OF ANN ARBOR
301 E. Huron street
Ann Arbor, MI 48104
ATTN: PROCUREMENT UNIT

A. TRADE CATEGORIES

1. PRIMARY TRADE CATEGORIES

PLEASE SELECT ONLY **ONE (1) PRIMARY TRADE CATEGORY** BELOW THAT WILL APPLY TO YOUR QUALIFICATION APPLICATION. THE CATEGORIES NOTED BELOW ARE DESIGNATED FOR DIRECT TRADE CONTRACTS. THIS APPLICATION IS NOT INTENDED FOR QUALIFYING AS A TRADE CONTRACTOR.

- ☐ ASBESTOS ABATEMENT
- ☐ AUDIO/VISUAL
- ☐ CARPENTRY
- ☐ CEILING
- ☒ CONCRETE/CAST-IN–PLACE
- ☒ CONCRETE CUTTING
- ☐ CONSTRUCTION MANAGEMENT
- ☐ DEMOLITION
- ☐ DRYWALL/PLASTER
- ☐ ELECTRICAL
- ☐ ELECTRICAL/UTILITIES MANAGEMENT
- ☐ ELEVATOR
- ☐ FENCING
- ☐ FIRE ALARM
- ☐ FIREPROOFING/FIRESTOPPING
- ☐ FIRE PROTECTION
- ☐ FIRE SUPPRESSION
- ☒ FLOORING
- ☒ GENERAL CONTRACTING
- ☐ IRONWORK/ORNAMENTAL
- ☐ LANDSCAPING AND IRRIGATION
- ☒ MASONRY RESTORATION AND CLEANING
- ☐ MECHANICAL
  - ___ BALANCING – AIR AND WATER
  - ___ CONTROLS
  - ___ PLUMBING
  - ___ PROCESS PIPING
  - ___ HVAC
  - ___ SHEET METAL
- ☐ MECHANICAL INSULATION
- ☐ PAINTING AND COATINGS
- ☐ PAVING /ASPHALT
- ☒ PAVING/CONCRETE
- ☐ RIGGING
- ☐ ROOFING
- ☐ SECURITY SYSTEMS
- ☐ SIGNAGE
- ☐ SITE AND UTILITIES
- ☐ STEEL ERECTION
- ☐ WATERPROOFING
- ☐ WINDOWS
- ☐ OTHER: _____

☐ Joint Venture

Date of Organization: _____

If applicable, attach a copy of the Joint Venture Agreement and corporate minutes authorizing a Joint Venture. Individual members of Joint Ventures must be pre-qualified. Submit a separate application for each member that is not currently on file at the University. Include all relevant information with Attachment I – Supplemental Information.

☐ Individual Proprietorship

Date of Organization: _____

3. BUSINESS CLASSIFICATION

Type of Business: **(check only ONE)**

- ☒ Small Business / CORPORATION
- ☐ Large Business
- ☐ Labor Surplus Area – Small Business
- ☐ Labor Surplus Area – Large Business
- ☐ Non-Profit Organization
- ☐ Foreign-Based

Ownership: (at least 51%)

- ☒ Women-Owned (100%)
- ☐ Handicapped / ADA (DBE)
- ☐ Minority/Disadvantaged (MBE)
- ☐ MMBDC (Michigan Minority Business Development Council) Ownership Certification: (attach copy of certification letter)
- ☐ NAWBO (National Association of Women Business Owners)
- ☐ MWBC (Michigan Women's Business Council)
- ☒ Other: Section 3 Contractor of Washtenaw Co.

If you have any questions regarding your size classification (Large or Small Business), contact your local office of the Small Business Administration or check their website at http://www.sba.gov/size/.

4. COMPANY OFFICERS AND KEY PERSONNEL

List below the key officers in your organization:

First Name	Last Name	Title	Telephone	Cell Phone	Email
MARIA	SALADINO	PRESIDENT	734-665-5913		saladinoco@aol.com
ROBERT	SALADINO	VICE PRES.	734-665-5913	734-260-1186	saladinoconstruction@gmail.com

List below primary external and/or internal contractor representative(s) that will be dedicated to handling project customer service and management related issues for the University:

First Name	Last Name	Title	Telephone	Cell Phone	Email	Detail Responsibilities
Robert	Saladino	Vice President	734-665-5913	734-260-1186	saladinoconstruction@gmail	Supervisor/Foreman
Zina	Saladino	Chief Admin Officer	734-665-5913	734-834-1188	saladinoconstruction@gmail	Project Coordinator
Victor	Soldevilla	Foreman/Finisher	734-665-5913		saladinoconstruction@gmail.com	Foreman/Finisher

Robert Saladino (734) 665-5913
Ann Arbor, Michigan 48105 saladinoco@aol.com

Professional Experience:

VICE PRESIDENT/EQUIPMENT OPERATOR/FOREMAN, Saladino Construction, Ann Arbor, Michigan 1997-Present

Operation of a general construction company that specializes in concrete flatwork for residential, commercial and municipal services that include sidewalks curbs, footings and handicap ramps, driveways, patios, porches.

- Ensured compliance with all MDOT and municipal requirements.
- To provide quality while maintaining cost/budgets, deadlines and specifications.
- Skilled in managing projects to ensure projects are met on time within budget.
- Ability to interpret technical instructions, blu-prints, spec sheet and drawings.
- Utilized a team approach to maximize construction quality, streamline operations, and increase productivity.
- Wrote sales contracts, negotiated contracts, handled estimates and oversee project development. Ability to interpret technical instructions, blu-prints, spec sheet and drawings.

EQUIPMENT OPERATOR/FOREMAN/CONCRETE FINISHER

Saladino Construction, Ann Arbor, Michigan 1981-1997

- Proficient in operation heavy equipment.
- CDL license for trucking
- .Skilled in setting steel and wooden forms for concrete
- Successfully completed various residential and commercial projects.

PROFESSIONAL ORGANIZATIONS:

- State of Michigan licensed builder
- Member of Michigan Concrete Association
- Certified as a Pervious Concrete Technician PCC265491
- Recognized member of The American Concrete Institute (ACI)
- Member of Masonry Institute of Michigan Inc.
- CAM, Construction Association of Michigan

Maria F. Saladino (734) 665-5913
Ann Arbor, Michigan 48105 saladinoco@aol.com

Professional Experience

PRESIDENT, Saladino Construction, Ann Arbor, Michigan 1997-Present

Own and operate a general construction company that specializes in concrete flatwork for residential, commercial and municipal services that include sidewalks curbs footing and handicap ramps, driveways, patios, porches.

To provide quality while maintaining cost/budgets, deadlines and specifications. Skilled in managing projects to ensure projects are met on time within budget.

Management of materials, maximizing resources, optimizing manpower.

- Quality Assurance
- Contract Negotiations
- Strategic Planning
- Municipal Liaison

VICE PRESIDENT, Saladino Construction, Ann Arbor, Michigan 1971-1997

- Managed payroll and budgeting.
- Produce cost/price estimates and order materials.
- Aggressively grew business through hard work, outstanding customer service.
- Successfully completed various residential and commercial projects.
- Ensured compliance with all municipal requirements.
- Wrote sales contracts, negotiated contracts, handled estimates and oversee project development.
- Utilized a team approach to maximize construction quality, streamline operations, and increase productivity.

EXHIBIT A2

Saladino Construction Co., Inc. RFP #23-45

ATTACHMENT II

LIST OF REFERENCES

Ann Arbor Area Transportation Authority/TheRide
Concrete Lead Sidewalks and Bus Shelter Pads
C/O Gail Roose
(734) 973-6500 email: groose@theride.org

City of Ann Arbor
Sidewalk Repair Program and ADA Ramps
Kevin Schneider, Field Operations
(734) 794-6362 email: kschneider@a2gov.org

City of Ann Arbor Park & Recreation Dept
Kevin Ernst-Public Works Supervisor
(734) 994-2768, email: kernst@a2gov.org

Charter Township of Superior Parks & Recreation
Juan Bradford, Parks & Recreation Administer
(734) 480-5502, email jbradford@superior-twp.org

Charter Township of Ypsilanti
John Hines, jhines@ypsitownship.org
Mike Hoffmeister, CPRP
(734) 544-3515, email: mhoffmeister@ytown.org

City of Ypsilanti
CDBG Ramp & Sidewalk Program
Gary Burchwell-Department of Public Services
(734) 483-1421, email: gburchwell@washtenaw.org

Washtenaw County Road Commission
Drive Approaches, Ramps, Road work and Sidewalks
555 North Zeeb Rd. Ann Arbor, MI. 48103
Michael Bernbeck Operations Engineer
(734) 327-6654, email: bernbeckm@wcroads.org

Washtenaw County Water Resource Commission
Road Work and Manhole Repairs
C/O Dave Streeter/Robert Dancer/Kevin Butler
705 North Zeeb Rd, Ann Arbor, MI 48103
(734) 222-6860, email: streeterd@washtenaw.org or dancerr@washtenaw.org

Washtenaw Engineering
Various Concrete Sidewalk Projects
3526 W. Liberty Ste 400 Ann Arbor, Mi 48106
C/O Joe Maynard (734) 222-6213, email: jkm@wengco.com

QUALITY CONTROL GUIDE
for Saladino Construction Co., Inc.
Subjects for Personnel Instruction

Quality Control Staff

- Sampling and testing of concrete and concrete materials
- Batch data preparation
- Mix design Submission
- Batch plant and mixer inspection
- Quality limits and action on non-compliance
- Investigation of abnormal test results (in-house and other)
- Statistical evaluation of strength data
- Communications with customers
- Job site control functions
- Slump control procedures
- Proportioning concrete mixes; trial batches
- Laboratory procedures
- Laboratory quality control
- Trouble shooting and report writing
- Schedule of testing and job priorities
- Processing and filing of test reports
- Specification review
- Innovations in concrete technology
- Safety procedures

Plant Operators

- Basic concrete technology
- Types of concrete and concrete materials
- Aggregate moisture tests and adjustments
- Effects of changes in materials (gradation; specific gravity)
- Slump control procedures
- Plant inspection (NRMCA Plant Check list)
- Company policy on handling of returned concrete
- Disposition of misbatched loads
- Inventory taking and potential causes of inventory losses
- Mechanics of scale train and other batching equipment
- Yield adjustments on lightweight concrete
- Quality control procedures by materials handlers
- Response to rejection of concrete loads

SEE NRMCA PLANT OPERATOR MANUAL

Truck Mixer Operators

- Basic concrete technology
- Types of concrete and concrete materials
- Mixing requirements, initial and after water additions
- Slump control procedures
- Company policy on job site water additions
- Mixer maintenance (NRMCA Plant Check list)
- Testing methods and recognizing improper procedures
- Company policies on handling of returned concrete of apparently misbatched loads
- Correct practices in handling and finishing concrete
- Handling of customer complaints about product quality
- Response to rejection of concrete at the site

SEE NRMCA TRUCK MIXER DRIVER'S MANUAL

Dispatcher/Office Personnel

- Basic concrete technology
- Types of concrete and concrete materials
- Slump control procedures
- Mix identification system
- Handling of customer complaints and claims regarding product quality
- Response to rejection of concrete at the site
- Company policy on handling of returned concrete
- Within-company communications

Sales Representatives

- Basic concrete technology
- Types of concrete and concrete materials
- Mix identification system
- Specification review
- Handling of customer complaints and claims regarding product quality
- Response to rejection of concrete at site
- Testing methods and recognizing improper procedures
- Within-company communications
- Slump control procedures
- Strength test reports and promotional use
- Innovations in concrete technology - selling added value

Qualtiy Control Training
for Saladino Construction Co., Inc.
Information on Training Seminars and Courses

The following organizations offer a variety of publications, training aids, and training courses. Contact them for annual publication catalogs and course offerings:

American Concrete Institute (ACI)
38800 Country Club Drive
Farmington Hills, Michigan 48333
Phone: (810) 848-3700
Fax: (810) 848-3701

American Society for Testing and Materials (ASTM)
100 Barr Harbor Drive
West Conshohocken, Pennsylvania 19428
Phone: (610) 832-9500
Fax: (610) 832-9555

American Society for Concrete Construction (ASCC)
2025 South Brentwood Blvd, Ste 105
St Louis, MO 63144-1833
Phone: (314) 962-0210
Fax: (314) 968-4367

International Concrete Repair Institute (ICRI)
3166 S. River Road, Suite 132
Des Plaines, IL 60018
Phone: (847) 827-0830
Fax: (847) 827-0832

National Ready Mixed Concrete Association (NRMCA) 966 Canal Center Plaza, Suite 250, Alexandria, VA 22314
Phone: 703-706-4800
Fax: 703-706-4809

Portland Cement Association (PCA)
5420 Old Orchard Road
Skokie, Illinois 60077-1083
Phone: (847) 966-6200
Fax: (847) 966-9781

SALADINO CONSTRUCTION COMPANY INC.

CONCRETE SAFETY PROGRAM

PURPOSE / SCOPE

Saladino Construction Company Inc., herein referred to as SCCI, utilizes concrete on most projects. This program addresses projects such as a demo of existing concrete and the installation of small concrete projects. Anyone who uses or supervises the use of Portland cement must know its health hazards and the safe working procedures necessary to minimize exposure. This safety program outlines those hazards and makes recommendations on how to use cement safely.

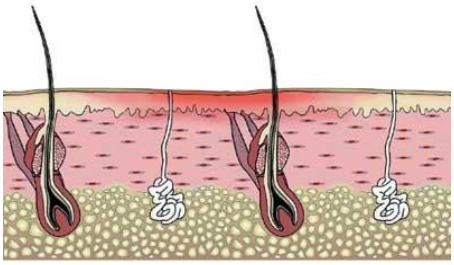
HEALTH HAZARDS

Cement can cause ill health by skin contact, eye contact, or inhalation. The risk of injury depends on the duration and level of exposure and individual sensitivity. Hazardous materials in wet concrete and mortar include:

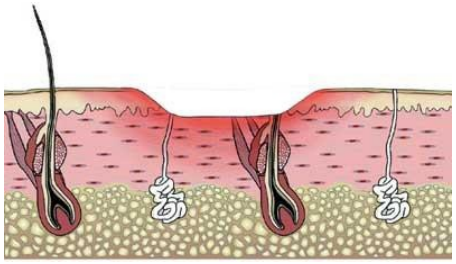
- alkaline compounds such as lime (calcium oxide) that are corrosive to human tissue.
- trace amounts of crystalline silica which is abrasive to the skin and can damage lungs
- trace amounts of chromium that can cause allergic reactions.

SKIN CONTACT

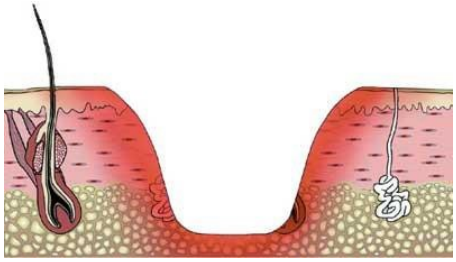
The hazards of wet cement are due to its caustic, abrasive, and drying properties. Wet concrete contacting the skin for a short period and then thoroughly washed off causes little irritation. However continuous contact between skin and wet concrete allows alkaline compounds to penetrate and burn the skin. When wet concrete or mortar is trapped against the skin—for instance, by falling inside a worker's boots or gloves or by soaking through protective clothing— the result may be first, second, or third-degree burns or skin ulcers. These injuries can take several months to heal and may involve hospitalization and skin grafts.



FIRST DEGREE BURN - OUTER SKIN LAYER



SECOND DEGREE BURN - MIDDLE SKIN LAYER



THIRD DEGREE BURN - DEEP SKIN LAYER

Ironically, severe cases often occur when personal protective clothing or equipment is worn. Wet concrete may get trapped inside rubber boots or gloves or gradually soak through coveralls. Concrete finishers kneeling on fresh concrete have had their knees severely burned. Corrosive bleed water from the concrete is absorbed by the worker's pants and held against the skin for prolonged periods.

WATERPROOF RUBBER BOOTS ARE ESSENTIAL IN WORKING WITH WET CONCRETE

Without waterproof knee pads, kneeling on wet concrete can irritate or burn the skin. Cement dust released during bag dumping or concrete cutting can also irritate the skin. Moisture from sweat or wet clothing reacts with the cement dust to form a caustic solution.

ALLERGIC SKIN REACTION

Some workers become allergic to the hexavalent chromium in cement. A small yet significant percentage of all workers using cement will develop an allergy to chromium, with symptoms ranging from a mild rash to severe skin ulcers. In addition to skin reactions, hexavalent chromium can cause a respiratory allergy called occupational asthma. Symptoms include wheezing and difficulty breathing. Workers may develop both skin and respiratory allergies to hexavalent chromium. It's possible to work with cement for years without any allergic skin reaction and then to suddenly develop such a reaction. The condition gets worse until exposure to even minute quantities triggers a severe reaction. The allergy usually lasts a lifetime and prevents any future work with wet concrete or powder cement.

EYE CONTACT

Exposure to airborne dust may cause immediate or delayed irritation of the eyes. Depending on the level of exposure, effects may range from redness to chemical burns and blindness.

INHALATION

Dry cutting generates high levels of dust. Inhaling high levels of dust may occur when workers empty bags of cement. In the short term, such exposure irritates the nose and throat and causes choking and difficult breathing. Sanding, grinding, or cutting concrete can also release large amounts of dust containing high levels of crystalline silica. Prolonged or repeated exposure can lead to a disabling and often fatal lung disease called *silicosis*. Some studies also indicate a link between crystalline silica exposure and lung cancer.

CONTROLS FOR HEALTH HAZARDS

Concrete is easy to work with, versatile, durable, and economical. By taking a few basic precautions, it is also one of the safest building materials known. Relatively few people involved in mixing, handling, and finishing concrete have experienced injury. Outlined below are some simple suggestions-protection, prevention, common sense precautions-useful to anyone working with Portland cement and concrete. The following are some basic recommendations for handling and using cement safely:

- Work in ways that minimize the amount of cement dust released. If visible dust is observed, the Silica Exposure Program must be followed.
- Where possible, wet-cut rather than dry-cut masonry products.
- Mix dry cement in well-ventilated areas.
- Make sure to work upwind from dust sources.
- Where possible, use ready-mixed concrete instead of mixing on site.
- When kneeling on fresh concrete, use a dry board or waterproof kneepads to protect knees from water that can soak through fabric.
- Remove jewelry such as rings and watches because wet cement can collect under them.

PROTECT YOUR HEAD AND EYES

Construction equipment and tools represent constant potential hazards to busy construction personnel. That's why hard hats are required on all projects.

Proper eye protection is essential when working with cement or concrete. Eyes are particularly vulnerable to blowing dust, splattering concrete, and other foreign objects. On some jobs it may be advisable to wear full-cover goggles or safety glasses with side shields. Sight is precious. Protect the head and eyes by using proper safety equipment and remaining alert.

PROTECT YOUR BACK

All materials used to make concrete—Portland cement, coarse aggregate, sand, and water—are quite heavy even in small quantities. When lifting heavy materials, your back should be straight, legs bent, and the weight between your legs as close to the body as possible. Do not twist at the waist while lifting or carrying these items. Rather than straining your back with a heavy load, get help. Remember to use your head, not your back.

Let mechanical equipment work to your advantage by placing concrete as close as possible to its final position. After the concrete is deposited in the desired area by chute, pump, or wheelbarrow, it should be pushed—not lifted—into final position with a shovel. A short-handled, square-end shovel is an effective tool for spreading concrete, but

special concrete rakes or come-alongs also can be used. Excessive horizontal movement of the concrete not only requires extra effort, but may also lead to segregation of the concrete ingredients.

PROTECT YOUR SKIN

When working with fresh concrete, care shall be taken to avoid skin irritation or chemical burns. Prolonged contact between fresh concrete and skin surfaces, eyes, and clothing may result in burns that are quite severe, including third-degree burns. If irritation persists consult a physician. For deep burns or large affected skin areas, seek medical attention immediately.

THE A-B-C-DS OF FRESH CONCRETE'S EFFECT ON SKIN ARE:

- **A**brasive Sand contained in fresh concrete is abrasive to bare skin.
- **B**asic & Portland cement is alkaline in nature, so wet
- **C**austic concrete and other cement mixtures are strongly basic (pH of 12 to 13). Strong bases-like strong acids- are harmful, or caustic to skin.
- **D**rying Portland cement is hygroscopic-it absorbs water. In fact, Portland cement needs water to harden. It will draw water away from any material it contacts-including skin.
- Clothing worn as protection from fresh concrete should not be allowed to become saturated with moisture from fresh concrete because saturated clothing can transmit alkaline or hygroscopic effects to the skin.
- Waterproof gloves, a long-sleeved shirt, and long pants should be worn. If you must stand in fresh concrete while it is being placed, screeded, or floated, wear rubber boots high enough to prevent concrete from getting into them.
- The best way to avoid skin irritation is to wash frequently with pH neutral soap and clean water.

PLACING AND FINISHING

Waterproof pads shall be used between fresh concrete surfaces and knees, elbows, hands, etc., to protect the body during finishing operations. Eyes and skin that come in contact with fresh concrete should be flushed thoroughly with clean water. Clothing that becomes saturated from contact with fresh concrete should be rinsed out promptly with clear water to prevent continued contact with skin surfaces. For persistent or severe discomfort, consult a physician.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Obtain and wear the appropriate personal protective equipment and ensure its condition is suitable for use. To protect skin from cement and cement mixtures, workers should:

- Wear the appropriate PPE:
  - Hardhat
  - Hearing protection
  - Suitable eye protection where mixing, pouring, or other activities may endanger eyes (minimum— safety glasses with attached side shields or tight-fitting unvented or indirectly vented goggles. Don't wear contact lenses when handling cement or cement products as dust can get in between your contacts and eyes and cause greater damage.
  - Faceshield for cutting, grinding, or hole penetrations.

  - Suitable respiratory protective equipment
  - If your safety goggles, face shield fogs over, step away into a safe area to clean them off.
  - Suitable gloves.
  - Coveralls with long sleeves and full-length trousers (pull sleeves down over gloves and tuck pants inside boots and duct-tape at the top to keep mortar and concrete out)
  - Waterproof chemical-resistant boots high enough to prevent concrete from flowing in when workers must stand in fresh concrete.
- Be aware of heat stress potential when wearing PPE. Stay hydrated, take breaks and rotate job tasks between crew members as needed.
- PPE may be removed after the work is complete and has been determined that is safe to do so.
- Provide adequate hygiene facilities on site for workers to wash hands and face at the end of a job and before eating, drinking, smoking, or using the toilet.

FIRST AID

- Clothing contaminated by wet cement should be quickly removed. Once the cement is inside your gloves or boots, it can become very irritating. Skin in contact with wet or dry cement should be washed immediately with large amounts of cool clean water.
- Wash your hands and face and if necessary, your whole body thoroughly, after removing your PPE. Don't wash your hands with water from buckets used for cleaning tools.
- Open sores or cuts should be thoroughly flushed and covered with suitable dressings. Get medical attention if discomfort persists. Contaminated eyes should be washed with cold tap water for at least 15 minutes.
- Contact your foreman and safety team as soon as possible for further assistance.
- If necessary, the affected person will be taken to get medical treatment.

SAFE WORK PROCEDURES

- Employee must understand the use of all equipment.
- Have all personnel, tools, materials, and equipment staged and ready.
- If necessary, barricade the area with the correct caution tape. If possible, set a minimum of 6 feet away from the work location. Maintain the barricade until work is completed. Always remove barricades & caution tape, bits and pieces, at the end of the job.
- Good housekeeping is critical to safe work standards for our employees. Keep tools and materials organized to prevent tripping and falling.
- All protruding reinforcing steel, onto and into which employees could fall, shall be guarded with 4" x 4"
- rebar caps or other acceptable protective devices to eliminate the hazard of impalement.
- ALWAYS pay attention to concrete truck drivers and their movements. Make eye contact with the driver and stay in his line of site in his rearview mirrors. If you can't see him in his rearview mirror, he can't see you! Use hand signals when backing trucks up to the proper location.
- No employee shall be permitted to ride or work under concrete buckets while buckets are being elevated or lowered into position. To the extent possible, concrete buckets shall be routed so that no employee is exposed to the hazards associated with falling concrete buckets.
- Masonry saws shall be guarded with a semicircular enclosure over the blade to retain blade fragments from injuring a worker.
- Formwork shall be designed, fabricated, erected, supported, braced and maintained so that it will be capable of supporting without failure all vertical and lateral loads that may reasonably be anticipated to be applied to the formwork.

- Employers shall take measures to prevent unrolled wire mesh from recoiling. Such measures may include, but are not limited to, securing each end of the roll or turning over the roll.
- No employee shall be permitted to perform maintenance or repair activity on equipment (such as compressors, mixers pumps used for concrete and masonry construction activities) where the inadvertent operation of the equipment could occur and cause injury, unless all potentially hazardous energy sources have been locked out and tagged. Unplug power tools before changing accessories like blades, drill bits, etc.
- At the end of the job, clean your work area and leave the job site in a better condition than when you started.
- Whenever conditions change from the original plan you must stop and reassess. If there is *any* doubt, STOP!

TRAINING

SCCI employees shall be trained in safe work procedures while working with cement.

SALADINO CONSTRUCTION COMPANY INC.
COMPANY SAFETY GUIDELINES

SAFETY:

A.) Safety glasses, gloves, hard hats, and safety vests must always be worn.
B.) When using a saw, a dust mask should be used.
C.) You are responsible for all items given to you. Items lost, misused, or misplaced will be dealt with accordingly. If you do not have these items you will not work.
D.) Employees are expected to use all equipment properly and to keep the workplace clean and safe. Failure to do so will result in disciplinary action.

ATTIRE:

A.) Work boots must be worn at all times.
B.) Employees must wear gloves at all times.
C.) An employee shall not wear loose clothing, neckwear, earrings or exposed jewelry. A ring shall not be worn on the finger unless covered by a glove.
D.) All shirts must have a minimum of 2" sleeves.
E.) A safety vest must be worn at all times

TOOLS:

Deliberate misuse or damage to company tools is cause for disciplinary action.

ATTENDANCE:

LATE FOR WORK:

We expect a telephone call at least 1 hour before the start of your shift if you know you are going to be late for work.

ABSENT FROM WORK

We expect a telephone call at least 2 hours before the start of your shift if you know you are going to be absent from work. All calls to the office or superintendent will be logged and placed in your employee file. Extended illnesses should be reported according to requirements.

Excused VS Unexcused absences or tardiness:

Excused means that you have followed the steps above as required or that you have provided proper documentation of your whereabouts. Unexcused means that you have failed to follow the above steps or refused to provide proper documentation if asked.

TIME OFF FOR APPOINTMENTS

We expect the following if you should need time off for an appointment.

A.) Make all of your appointments as early or as late in the day as possible t help minimize your time away from the job.

B.) Make your superintendent/foreman aware of these appointments at least 1 week in advance, preferably in writing.

C.) Remind the superintendent/foreman the day before your appointment.

ALCOHOL AND ILLEGAL DRUGS:

The use, influence, possession or sale of alcoholic beverages and/or illegal substances is reason for immediate dismissal. Notify your foreman/superintendent if you are taking any prescription medication.

SEXUAL HARASSMENT:

It is the policy of Saladino Construction Company to prohibit unlawful sexual harassment of its employees. Sexual harassment consists of overt activity of a sexual nature, which has a substantial adverse effect on a person in the workplace. Any employee may and should report in writing, or orally, any incidents of such activity to the personnel officer. To the extent it can, the company will keep matters confidential. Violation of the policy shall subject the offending employee(s) to appropriate disciplinary action up to and including discharge from employment.

FIGHTING:

Fighting will not be tolerated at any time. The first occurrence will result in termination.

CELL PHONE USE:

The use of cellular phones on the job site during working hours is prohibited. Working hours will be any hours in which you are expected to be performing work for the company. This **does not** include the time while you are on lunches or breaks.

Please sign below if you agree to our company rules.

_____

Sign and date

Michigan Community Insurance Agency

EXHIBIT B2

August 15, 2023

Ms. Zina Saladino
Saladino Construction Co Inc
Ann Arbor, MI 48105

Re: EMR Rating / Workers Compensation / State of Michigan

To Whom It May Concern:

Per your request, please find the following information regarding the above mentioned insured for the years they have been our insured.

Experience Modification effective:

6/15/2023 – 6/15/2024	0.93
6/15/2022 – 6/15/2023	0.71
6/15/2021 – 6/15/2022	0.768

If you have any questions, feel free to contact our office with any questions or concerns that may arise.

Yours truly

Brian St. Charles, CIC, CISR
Commercial Department Manager
(248) 679-7000

Michigan 3 Hour Continuing Competency Course Certificate Law, Safety and Code

Builder Training Classes

This certificate is awarded to:

Robert Saladino

Michigan Permanent ID #: 2101143459

For successful completion of training course as prescribed by the Michigan Department of Licensing and Regulatory Affairs and provided by Builder Training Classes

Joe Crowley

Builder Training Classes
213 S 6th St.
St. Clair, MI 48079
810-329-4013
BuilderTrainingClasses@Yahoo.com
BuilderTrainingClasses.com

Joe Crowley - Training Manager

Date of completion: 2/25/2022

CMU

CENTRAL MICHIGAN UNIVERSITY

Certificate of

Recognition

This certificate is awarded to

Robert Saladino

Current Michigan Resident Code-1 Hour
MIOSHA–1 Hour
Occupational Code-Legal-1Hour

PRESENTED ON 12/6/10

Bruce E. Frost

Bruce Frost MBA, DDL/NAHB

OFFICE OF COMMUNITY & ECONOMIC DEVELOPMENT
Collaborative solutions for a promising future

415 W. Michigan Avenue
Ypsilanti, MI 48197

734.544.6748 (P)
734.544.6749 (F)

www.washtenaw.org/oced
twitter@WashtenawOCED

facebook.com/washtenawoced
www.opportunitywashtenaw.org

April 6, 2023

To: Ms. Maria Saladino, President
Saladino Construction Company, Inc.
3303 W. North Territorial Rd
Ann Arbor, MI 48105

Dear Ms. Saladino,

Thank you for your interest in becoming a Section 3 contractor with the Washtenaw County Office of Community and Economic Development. We are pleased to inform you that after reviewing the information on file with the office, you have been certified as *a* Washtenaw County Section 3 contractor with our Office through *October 6, 2023.* This is a six (6) month renewal of your original Section 3 certification date based on the requirements of HUD's new Section 3 Final Rule (24 CFR Part 75). This renewal continues Saladino Construction Company's status as a Section 3 contractor with the Washtenaw County Office of Community and Economic Development's since your original Section 3 certification under the former HUD Section 3 Rule that began on May 10, 2010. At the end of this six month period we will contact you for another six month renewal of your Section 3 status.

Section 3 is a HUD requirement designed to ensure that HUD funds invested in housing and community development activities also provide employment opportunities for low-income people. HUD's regulations state that "to the greatest extent feasible", businesses and employers working on HUD funded projects must make a good faith effort to train and employ low-income individuals and/or business owners in the area (referred to as "Section 3 residents and businesses") and also to contract with other businesses that employ Section 3 residents.

Section 3 applies to projects with $200,000 of federal HUD funding. A Section 3 covered project involves the construction or rehabilitation of housing (including the reduction of lead-based paint hazards), or other public construction. If your business is selected for a contract on Section 3 covered project, your company's work on the project will help to achieve in part required Section 3 goals for the project. Please note that according to the new Section 3 Final Rule requirements under 24 CFR Part 75 that all Section 3 covered projects also have employment and training requirements as well as outreach requirements for Targeted Section 3 Workers residing within 1 mile of all projects.

I would like to take this opportunity to thank you for your diligence in getting all of the information that we requested to the office in a timely manner. If you have any questions, please feel free to contact me at (734) 544-2985 or brinkmat@washtenaw.org

Sincerely,

Terry R. Brinkman
Community and Economic Development Data Specialist

Cc: Contractor File

FOR WASHTENAW COUNTY OCED ADMINISTRATIVE USE ONLY

Is the business a Section 3 business concern based upon their certification? ☑ YES ☐ NO

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS. 04/06/2023

MBE/WBE STATUS

What is (are) the race(s) of the owner(s) of your company? White/Caucasion

100% WOMEN OWNED BUSINESS

Is 51% or more of your company owned by a woman or women according to the shares of ownership of your company? ✓ Yes No

FRINGE BENEFITS STATEMENT

The following are the basic hourly rate and fringe benefits paid to our employees, and where the fringe benefits payments are made:

TRADE ENGI0324-005/Group 1 — Union Name/Local N/A

Basic Hourly rate: $39.38

Fringe Benefits (list): Paid in Cash $24.85

TRADE LABO0334-001/Group 2 — Union Name/Local N/A

Basic Hourly rate: $24.91

Fringe Benefits (list): Paid in Cash $12.95

TRADE LABO0334-001/Group 7 — Union Name/Local N/A

Basic Hourly rate: $19.19

Fringe Benefits (list): Paid in Cash $12.95

TRADE PLAS0514-001 Cement Mason/Concr — Union Name/Local

Basic Hourly rate: $31.47

Fringe Benefits (list): Paid in Cash $13.81

CERTIFICATION

The undersigned certifies compliance with all Labor Standards and Prevailing Wage requirements

Name: Zina Saladino Title: Chief Administrative Officer

Date: August 3, 2023

Blue Shield
Blue Care Network
of Michigan

Nonprofit corporations and independent licensees
of the Blue Cross and Blue Shield Association

Blue Care Network of Michigan

Export / Print Invoice Report

Report Format:	PDF
Generated On:	08/27/2023 07:08:45 PM EDT

Invoice Level		SALADINO CONSTRUCTION CO INC MS154375 / 00154375 / 0002	
Invoice #	232200054000	**Bill Category**	MS154375
Coverage Period	09/01/2023-09/30/2023		
Date Billed	08/08/2023	**Invoice Presentment Indicator**	PAPER
Due Date	09/01/2023		
Total Balance Due	$2,329.62		

Non-payment of this bill will result in cancellation of this policy no less than 30 days from the due date. It may take 2-3 business days for a payment to complete processing and update the balance due.

As of your 2016 renewal month, certain federal and state taxes and fees will be included in the Current Charges and Adjustments lines, except when adjustments apply to a period before your 2016 renewal month. These taxes and fees are estimates that will not be settled.

Summary of Charges	
PREVIOUS BALANCE	$2,329.62
PAYMENT(S) RECEIVED	($2,329.62)
BALANCE FORWARD	$0.00
MEMBERSHIP CHANGES/ADJUSTMENTS	$0.00
THIRD PARTY PHARMACY VENDOR FEE ADJUSTMENTS	$0.00
CURRENT CHARGES	$2,329.62
THIRD PARTY PHARMACY VENDOR FEE	$0.00
TOTAL BALANCE DUE	$2,329.62

EXHIBIT C1
Page 4 of 4

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 324

A.F.L.-C.I.O. CHARTERED FOR THE ENTIRE STATE OF MICHIGAN

MAIN OFFICE: 500 Hulet Drive • Bloomfield Township, MI 48302-0316
Phone: (248) 451-0324 • Fax: (248) 454-1766 • www.oe324.org

Douglas W. Stockwell
Business Manager

Ken Dombrow
President

Matt Everly
Vice President

Chad Lynch
Rec./Corres. Secretary

Heath Salisbury
Financial Secretary

Lee Graham
Treasurer

We Build, We Operate, We Maintain

OPERATING ENGINEERS
LOCAL 324, A, B, C, D, G, H, P, RA, S
DOUGLAS W. STOCKWELL, Business Manager

ROBERT B SALADINO
8559 MYSTIC PINES CT
PINCKNEY MI 48169-2102

Register No.	2706989	Birth	Aug, 1970
Local	324	Initiation	03/05/2010
ASGN2	PAC	Valid Thru	12/31/2023

www.oe324.org

Operating Engineers Local 324

Journeyman & Apprentice Training Fund, Inc.

JOURNEYMAN & APPRENTICE TRAINING FUND INC. JATF

This is to certify that on March 16, 2012, in Howell, MI

Robert Saladino

Successfully completed 40 hours of

Gas Pipeline Distribution Training

Lee Graham

Lee Graham, Training Director

Mark Zinser
Pat Zinser

Certified Instructor

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LITHO. IN U.S.A.

Michigan Concrete Association

Membership Certificate

Saladino Construction Co., Inc.

Member in Good Standing

November, 2012

Signature _____ Date 12.11.12

A LIFETIME OF VALUE...

MICHIGAN CONCRETE ASSOCIATION

Certification

This is to certify that

SALADINO CONSTRUCTION

is a contributing member of the
MASONRY INSTITUTE OF MICHIGAN, INC.
entitled to the privileges and pledged
to uphold the purposes and goals thereof.

Frank A Soave
President

Signed
Jack R. Barron
Secretary
the Masonry Institute of Michigan, Inc.

This is to certify that

Robert Saladino

has successfully completed the requirements for the NRMCA Pervious Concrete Certification Program, and is duly recognized as a

Pervious Concrete Technician

NATIONAL READY MIXED CONCRETE ASSOCIATION

Certified Pervious Concrete Technician

PCC265491

Date of Certification:
March 20, 2013

Expiration Date:
March 19, 2018

Robert G. Garbini

Robert Garbini, P.E.
President

Saladino
Construction Company Inc.
Since 1971
SaladinoConstruction@gmail.com
Michigan License No. 2102056672
3303 North Territorial Rd W, Ann Arbor, Michigan 48105
www.SaladinoConstruction.com
Office: 734-665-5913

EXHIBIT D1

SOCIAL EQUITY AND SUSTAINABILITY

Workforce Residency

Contractor	City of Ann Arbor	Washtenaw County
Saladino Construction Company	37.5%	87.5%

SALADINO CONSTRUCTION CO., INC.

EQUAL EMPLOYMENT OPPORTUNITY POLICY (EEOP)

April 14, 2023

Saladino Constructions Commitment to a

Discrimination and Harassment-Free Environment

Saladino Construction Company Inc. (SCCI) is fully committed to providing equal employment opportunities in a cooperative and productive work environment free from unlawful discrimination and harassment. Discrimination or harassment on the basis of race, religious creed, color, national origin, ancestry, physical disability, genetic information, mental disability, medical condition, marital status, sex, pregnancy, gender, gender identity or expression, age, sexual orientation, military or veteran status, or any other characteristics protected by law is unacceptable and will not be tolerated. This policy applies at all locations where Saladino Construction Co., Inc. conducts business, including, but not limited to, field offices and other work settings, during business travel, business meetings, and business-related social events. Saladino Construction Co., Inc. requires all of its employees, including supervisors and managers, to comply with this policy when interacting with fellow employees, customers, visitors, vendors, suppliers and anyone else employees interact with in connection with company business.

Discrimination

Consistent with applicable law, Saladino Construction Co., Inc. will make all employment decisions based solely upon individual merit and qualifications directly related to professional competence and job requirements. This applies to all aspects of employment, including job application procedures, hiring, compensation, promotion or advancement, training, corrective action, termination, and any other term, condition, or privilege of employment. Saladino Construction Co., Inc.is dedicated to ensuring equal employment opportunities for persons with disabilities and is committed to complying fully with the Americans with Disabilities Act (ADA) and applicable State and local law. The Company will engage in the interactive process to make reasonable efforts to

accommodate individuals with disabilities, as defined under applicable laws unless doing so would create an undue hardship on the Company. Any qualified applicant or employee with a disability who requires an accommodation in order to perform the essential functions of his or her job, should reach out to Zina Saladino, Chief Administrative Officer, and request the appropriate accommodation.

Harassment Generally

Harassment based on any protected characteristic is strictly prohibited. Such conduct may include, without limitation, verbal or physical conduct that denigrates, demeans, or shows hostility or aversion toward an individual because of a protected characteristic that:

- has the purpose or effect of creating an intimidating, hostile or offensive work environment;
- has the purpose or effect of unreasonably interfering with an individual's work performance; or
- otherwise adversely affects an individual's employment opportunities

Conduct not directed at a particular employee can still be harassing if an employee or employees reasonably deem the conduct offensive.

Sexual Harassment

Reporting and Investigating Complaints

- Any employee who feels he or she has experienced, witnessed or otherwise learned of discrimination or harassment, should immediately report the situation, preferably in writing, to his or her supervisor, a Human Resources representative, or any management employee with whom he or she is comfortable.
- All complaints will be promptly handled and thoroughly investigated in an impartial and timely manner and consistent with a fair investigation, all complaints will be kept confidential.

Corrective Action

If an investigation confirms discrimination, harassment or other improper behavior by an employee or person with whom the Saladino Construction Co., Inc. has business dealings, the company will promptly take appropriate corrective action to resolve the situation. This may include discipline, up to and including termination of employment, and/or other changes in the work environment intended to ensure the inappropriate conduct has ended

Retaliation

It is Saladino Construction Co., Inc.'s policy that no person will be retaliated against for making a complaint of discrimination or harassment based upon an honest perception of events. The company also strictly prohibits retaliation against anyone for filing, testifying, assisting or participating in good faith in an investigation or proceeding involving allegations of discrimination or harassment.

Saladino
Construction Company Inc.
Since 1971
SaladinoConstruction@gmail.com
Michigan License No. 2102056672
3303 North Territorial Rd W, Ann Arbor, Michigan 48105
www.SaladinoConstruction.com
Office: 734-665-5913

EXHIBIT D4

Our Sustainability Products, Technologies & Practices

Saladino Construction is committed to operating in a way that reduces our impact on the environment and improves the health of the communities where we live and work. We conserve resources, manage waste, and use sustainably sourced materials while addressing our environmental footprint.

These are a few actions that are good for the global community;

Utilizing ***Fly ash,*** a residue and by-product of coal, in concrete has environmental benefits such as increasing the lifespan of concrete, improving its durability, and reducing energy consumption as well as greenhouse gas and other harmful air emissions.

Ethanol-blended diesel fuel includes the improvement of biodegradability and the reduction in net emissions of greenhouse gases.

Aggregate Conservation and excavated dirt into soil.

Recycling concrete by incorporating recycled aggregates also minimizes waste.

In order to minimize our environmental impact, we implement ***Idle Reduction*** measures, which involve reducing the amount of time engines are left idling. By doing so, we can effectively reduce pollution and greenhouse gas emissions.