

INVITATION TO BID

ITB # 4235

Annual Maintenance Pavement Markings



Due Date: Tuesday, May 29, 2012 by 10:00 AM

Issued By:

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

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ADVERTISEMENT TO BID
CITY OF ANN ARBOR

ITB # 4235

Sealed Bids will be received by the City of Ann Arbor Procurement Unit, Fifth (5th) Floor, Guy Larcom City Hall, on or before Tuesday, May 29, 2012 by 10:00 AM for application of Pavement Markings City wide. Bids will be publicly opened and read aloud at this time.

Work to be done includes the application of pavement markings city wide including Thermoplastic, Maintenance Grade Thermoplastic, Regular Dry, Waterborne and Polyurea and all related work.

Bid documents, specifications, plans and addendum shall be downloaded by vendors at either of the following web sites, Michigan Inter-governmental Trade Network (MITN) www.mitn.info or City of Ann Arbor web site www.A2gov.org.

Each Bid shall be accompanied by a certified check, or Bid Bond by a recognized surety, in the amount of 5% of the total of the bid price. A Bid, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

The successful Bidder will be required to furnish satisfactory performance and labor and material bonds in the amount of 100% of the bid price and satisfactory insurance coverage.

Precondition for entering into a contract with the City of Ann Arbor: (i) compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. (ii) compliance with applicable prevailing wage and living wage requirements of Chapter 23 of Title I of the Code of the City of Ann Arbor. Further information is outlined in the contract documents.

After the time of opening, no Bid may be withdrawn for a period of 60 days.

The City reserves the right 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.

Any further information may be obtained from the Ann Arbor Procurement Office,
(734) 794-6576

CITY OF ANN ARBOR PROCUREMENT UNIT

NOTICE OF PRE-BID CONFERENCE

A pre-bid conference for this project will be held on Tuesday, May 22, 2012 at 9:00 a.m. in the W.R.Wheeler Conference Room, located at, 4251 Stone School Rd, Ann Arbor, Michigan 48104.

Attendance at this conference is optional, but highly recommended. Administrative and technical questions regarding this project will be answered at this time. The pre-bid meeting is for information only. Any answers furnished will not be official until verified in writing by the Financial Service Area, Procurement Unit. Answers that change or substantially clarify the bid will be affirmed in an addendum.

The pre-bid meeting is for information only. Any answers furnished will not be official until verified in writing by the Financial Service Area, Procurement Unit. Answers that change or substantially clarify the bid will be affirmed in an addendum.

INSTRUCTIONS TO BIDDERS

General

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

The City shall make available to all prospective Bidders, prior to receipt of the Bids, access to the area in which the work is to be performed. Advance notice should be given to the Administering Service Area/Unit in cases where access to the site must be arranged by the City.

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

Preparation of Bids

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

Bids must be submitted on Page Number BF-10 and on the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid.

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

Questions or Clarification on ITB Specifications

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

All questions shall be due on or before Wednesday, May 23 by 1:00 p.m. and should be addressed as follows:

Specification/Scope of Work questions emailed to Bkluczynski@a2gov.org

Bid Process and HR Compliance questions emailed to Lnewton@a2gov.org.

Addenda

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

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

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

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before Tuesday, May 29, 2012 by 10:00 a.m. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and one (1) Bid copy(ies) in a sealed envelope clearly marked: **ITB 4235 – Annual Maintenance Pavement Markings.**

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit, 5th Floor
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

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

Bids should be date/time stamped/signed at the address above in order to be considered. Normal business hours are 8:00 a.m. to 4:00 p.m. Monday through Friday. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines that circumstances warrant it.

Award

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each division, and award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the City. For unit price bids, the contract will be awarded based upon the unit prices and the lump sum prices stated by the bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the City. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The acceptability of major subcontractors will be considered in determining if a Bidder is responsible. In comparing Bids, the City will give consideration to alternate Bids for items listed in the bid forms.

Official Documents

The City of Ann Arbor shall accept no alternates to the bid documents made by the Bidder unless those alternatives are set forth in the "Alternate" section of Bid form.

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. . If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on www.MITN.info and obtain an official Bid.

Bid Security

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

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of 60 days specified in the Advertisement.

Contract Time

Time is of the essence in the performance of the work under this Contract. The available time for work under this Contract is indicated on page C-1, Article III of the Contract. If these time requirements can not be met, the Bidder must stipulate on Bid Form Section 3 - Time Alternate its schedule for performance of the work. Consideration will be given to time in evaluating bids.

Liquidated Damages

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

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

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor

are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

Human Rights Information

Section 5, beginning at page GC-3, outlines the requirements for fair employment practices under City of Ann Arbor Contracts. To establish compliance with this Ordinance, the Bidder must complete and return with its bid completed copies of the Human Rights Division Contract Compliance Forms (Appendix A and B) or an acceptable equivalent.

Wage Requirements

Section 4, beginning at page GC-1, outlines 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.

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.

Debarment

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

Disclosures

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

Bid Protest

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

Reservation of Rights

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

INVITATION TO BID

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

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Human Rights Division Contract Compliance Forms, Notice of Pre-Bid Conference, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans 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 _____, 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 1:319 (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 further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

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 _____ DAY OF _____, 201__.

Bidder's Name

Official Address

Telephone Number

Authorized Signature of Bidder

(Print Name of Signer Above)

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other two.)

Bidder declares that it is:

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

* A partnership, list all members and the street and mailing address of each:

Also identify the County and State where partnership papers are filed:

County of _____, State of _____

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

BID FORM
Section 1 - Schedule of Prices
Division I: Thermoplastic and Cold Plastic Pavement Markings – Stop Bars, Crosswalks, Legends and Symbols

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
901A	Removal of up to a 6 in line	Foot	750	\$ _____	\$ _____
901B	Removal of 24 in line	Foot	1500	\$ _____	\$ _____
902	Removal, Legends and Symbols	Each	50	\$ _____	\$ _____
904	Layout, 6 in, Crosswalk	Foot	1000	\$ _____	\$ _____
905	Layout, 24 in, Stop Bar or Crosswalk	Foot	2000	\$ _____	\$ _____
906	Layout, 12 in, Cross Hatching	Foot	500	\$ _____	\$ _____
907	Layout, Legends and Symbols	Each	100	\$ _____	\$ _____
923	Overlay Cold Plastic Pavement Marking, Bike Lane (Legend)	Each	30	\$ _____	\$ _____
924	Overlay Cold Plastic Pavement Marking, Bike Lane (Symbol)	Each	30	\$ _____	\$ _____
932	Thermoplastic Pavement Marking, 6 in, Crosswalk	Foot	4500	\$ _____	\$ _____
933	Thermoplastic Pavement Marking, 24 in, Stop Bar or Crosswalk	Foot	10,000	\$ _____	\$ _____
934	Thermoplastic Pavement Marking, 12 in, Cross Hatching Yellow	Foot	750	\$ _____	\$ _____
935	Thermoplastic Pavement Marking, 12 in, Cross Hatching White	Foot	200	\$ _____	\$ _____
936	Thermoplastic Pavement Marking, Right or Left Arrow	Each	200	\$ _____	\$ _____
TOTAL THIS PAGE: (Also entered BF-2)					\$ _____

BF-1

BID FORM

Section 1 - Schedule of Prices

Division I: Thermoplastic and Cold Plastic Pavement Markings – Stop Bars, Crosswalks,
Legends and Symbols

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
937	Thermoplastic Pavement Marking, Through Arrow	Each	50	\$ _____	\$ _____
938	Thermoplastic Pavement Marking, Right/Through, Left/Through, or Right/Left Arrow	Each	20	\$ _____	\$ _____
939	Thermoplastic Pavement Marking, "ONLY"	Each	150	\$ _____	\$ _____
940	Thermoplastic Pavement Marking, "SCHOOL," One Lane	Each	10	\$ _____	\$ _____
941	Thermoplastic Pavement Marking, "SCHOOL," Two Lane	Each	5	\$ _____	\$ _____
942	Thermoplastic Pavement Marking, Rail Road Crossing Set	Each	10	\$ _____	\$ _____
1001	Mobilization	Lump Sum	3	\$ _____	\$ _____
TOTAL THIS PAGE:					\$ _____
TOTAL FROM PAGE BF-1:					\$ _____
TOTAL BASE BID - DIVISION I:					\$ _____

(Also to be entered on page BF-10)

BID FORM
Section 1 - Schedule of Prices
Division II: Thermoplastic Pavement Markings—Longitudinal Lines

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated</u> <u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
900	Removal, 4 in, Longitudinal Markings	Foot	10,000	\$ _____	\$ _____
903	Layout Longitudinal Marking	Foot	50,000	\$ _____	\$ _____
960	Thermoplastic Pavement Marking, 4 in, Yellow	Foot	35,000	\$ _____	\$ _____
961	Thermoplastic Pavement Marking, 4 in, White	Foot	15,000	\$ _____	\$ _____
1001	Mobilization	Lump Sum	1	\$ _____	\$ _____
TOTAL BASE BID - DIVISION II:					\$ _____

(Also to be entered on page BF-10)

BID FORM

Section 1 - Schedule of Prices

Division III: Regular-Dry and Waterborne Pavement Markings—Longitudinal Lines

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
903	Layout Longitudinal Marking	Foot	5,000	\$_____	\$_____
950	Regular-Dry Pavement Marking, 4 in, Yellow	Foot	200,000		
951	Regular-Dry Pavement Marking, 4 in, White	Foot	100,000	\$_____	\$_____
952	Waterborne Pavement Marking, 4 in, Yellow	Foot	200,000	\$_____	\$_____
953	Waterborne Pavement Marking, 4 in, White		100,000		
1001	Mobilization	Lump Sum	1	\$_____	\$_____

TOTAL BASE BID - DIVISION III: \$_____

(Also to be entered on page BF-10)

BID FORM
Section 1 - Schedule of Prices
Division IV: 701 Maintenance Grade Thermoplastic—Longitudinal Lines

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated</u> <u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
903	Layout Longitudinal Marking	Foot	5,000	\$ _____	\$ _____
948	701 Maintenance Grade Thermoplastic Pavement Marking, 4 in, Yellow	Foot	300,000	\$ _____	\$ _____
949	701 Maintenance Grade Thermoplastic Pavement Marking, 4 in, White	Foot	150,000	\$ _____	\$ _____
1001	Mobilization	Lump Sum	3	\$ _____	\$ _____
TOTAL BASE BID - DIVISION IV:					\$ _____

(Also to be entered on page BF-10)

BID FORM

Section 1 - Schedule of Prices

Division V: Polyurea Pavement Markings—Stop Bars, Crosswalks, Legends and Symbols

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
901A	Removal of up to a 6 in line	Foot	250	\$ _____	\$ _____
901B	Removal of 24 in line	Foot	500	\$ _____	\$ _____
902	Removal, Legends and Symbols	Each	50	\$ _____	\$ _____
904	Layout, 6 in, Crosswalk	Foot	500	\$ _____	\$ _____
905	Layout, 24 in, Stop Bar or Crosswalk	Foot	1000	\$ _____	\$ _____
906	Layout, 12 in, Cross Hatching	Foot	250	\$ _____	\$ _____
907	Layout, Legends and Symbols	Each	100	\$ _____	\$ _____
980	Polyurea Pavement Marking, 6 in, Crosswalk	Foot	1500	\$ _____	\$ _____
981	Polyurea Pavement Marking, 24 in, Stop Bar or Crosswalk	Foot	3000	\$ _____	\$ _____
982	Polyurea Pavement Marking, 12 in, Cross Hatching Yellow	Foot	200	\$ _____	\$ _____
983	Polyurea Pavement Marking, 12 in, Cross Hatching White	Foot	50	\$ _____	\$ _____
984	Polyurea Pavement Marking, Right or Left Arrow	Each	50	\$ _____	\$ _____
985	Polyurea Paint Pavement Marking, Through Arrow	Each	15	\$ _____	\$ _____
986	Polyurea Pavement Marking, Right/Through. Left/Through or Right/Left Arrow	Each	10	\$ _____	\$ _____

TOTAL THIS PAGE:

(Also to be entered on page BF-7) \$ _____

BID FORM

Section 1 - Schedule of Prices

Division V: Polyurea Pavement Markings—Stop Bars, Crosswalks, Legends and Symbols

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
987	Polyurea Pavement Marking, "ONLY"	Each	25	\$ _____	\$ _____
988	Polyurea Pavement Marking, "SCHOOL," One Lane	Each	5	\$ _____	\$ _____
989	Polyurea Pavement Marking, "SCHOOL," Two Lane	Each	5	\$ _____	\$ _____
990	Polyurea Pavement Marking, Rail Road Crossing Set	Each	5	\$ _____	\$ _____
991	Polyurea Pavement Marking, Bike Lane (Legend)	Each	10	\$ _____	\$ _____
992	Polyurea Pavement Marking, Bike Lane (Symbol)	Each	10	\$ _____	\$ _____
1001	Mobilization	Lump Sum	1	\$ _____	\$ _____
TOTAL THIS PAGE:					\$ _____
TOTAL FROM PAGE BF-6:					\$ _____
TOTAL BASE BID - DIVISION V:					\$ _____
(Also to be entered on page BF-10)					

BID FORM
Section 1 - Schedule of Prices
Division VI: Polyurea Pavement Markings—Longitudinal Lines

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated</u> <u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
903	Layout Longitudinal Marking	Foot	50,000	\$_____	\$_____
950	Polyurea Pavement Marking, 4 in, Yellow	Foot	35,000	\$_____	\$_____
951	Polyurea Pavement Marking, 4 in, White	Foot	15,000	\$_____	\$_____
1001	Mobilization	Lump Sum	1	\$_____	\$_____

TOTAL BASE BID - DIVISION VI: \$_____

(Also to be entered on page BF-10)

BID FORM
Section 1 - Schedule of Prices
Division VII: Recessing of Pavement Markings

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated</u> <u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
993	Recessing of Pavement Marking	Foot	50,000	\$ _____	\$ _____
1001	Mobilization	Lump Sum	1	\$ _____	\$ _____

TOTAL BASE BID - DIVISION VII: \$ _____

(Also to be entered on page BF-10)

BID FORM

Section 1 - Schedule of Prices
TALLY OF BIDS

Contractor Name _____

TOTAL FROM PAGE BF-2
DIVISION I: Thermoplastic and
Cold Plastic Intersection
Pavement Markings \$ _____

TOTAL FROM PAGE BF-3
DIVISION II: Thermoplastic
Longitudinal Lines \$ _____

TOTAL FROM PAGE BF-4
DIVISION III: Regular-Dry and
Waterborne Longitudinal Lines \$ _____

TOTAL FROM PAGE BF-5
DIVISION IV: 701 Maintenance
Grade Thermoplastic Longitudinal
Lines \$ _____

TOTAL FROM PAGE BF-7
DIVISION V: Polyurea Intersection
Pavement Markings \$ _____

TOTAL FROM PAGE BF-8
DIVISION VI: Polyurea
Longitudinal Lines \$ _____

TOTAL FROM PAGE BF-9
DIVISION VII: Recessing of
Pavement Markings \$ _____

BID FORM

Section 2 - Material and Equipment Alternates

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

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

<u>Item Number</u> <u>Amount</u>	<u>Description</u>	<u>Add/Deduct</u>
-------------------------------------	--------------------	-------------------

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

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

Signature of Authorized Representative of Bidder

BID FORM

Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-1, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

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

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

Signature of Authorized Representative of Bidder

BID FORM

Section 4 - Subcontractors

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

Subcontractor (Name and Address)

Work

Amount

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

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

Signature of Authorized Representative of Bidder

CONTRACT

THIS AGREEMENT is made on the _____ day of _____, 2012, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 E. 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 “Annual Maintenance Pavement Markings” in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Human Rights Division Contract	General Conditions
Compliance Forms	Standard Specifications
Living Wage Declaration of	Detailed Specifications
Compliance Forms	Plans
(if applicable)	Addenda
Bid Forms	
Proposal	
Contract and Exhibits	
Bonds	

ARTICLE II - Definitions

Administering Service Area/Unit means Public Services Area, Field Operations Unit

Supervising Professional means Operations Specialist or other persons acting under the authorization of the Administrator/Manager of the Administering Service Area/Unit.

Project means Annual Maintenance Pavement Markings Bid No. 4235

ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately after the Contractor’s receipt of a fully executed Contract.
- (B) The entire work for each year of this Contract shall be completed within 365 consecutive calendar days. Shorter completion times for certain portions of the work are specified in the Detailed Specifications.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the

Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$250 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.

As an independent requirement, where the Detailed Specifications identify certain portions of the work to be completed within a shorter period of time and the Contractor fails to complete each portion within the shorter period specified for each portion, including any extension granted in writing by the Project Supervisor, the City is entitled to deduct from the monies due the Contractor, as liquidated damages and not as a penalty, the amount identified in the Detailed Specifications for each portion of the work not timely completed for each calendar day of delay in completion of each portion of the work.

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.

Liquidated damages under this section are in addition to any liquidated damages due under Section 5 of the General Conditions.

ARTICLE IV - The Contract Sum

- (A) The City shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Bid Forms for the estimated 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.

ARTICLE V - Assignment

This Contract may not be assigned or subcontracted without the written consent of 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 agreement, 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.

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 agreement.

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..

ARTICLE IX - Indemnification

To the fullest extent permitted by law, for any loss not covered by insurance under this contract, Contractor shall indemnify, defend and hold harmless 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.

ARTICLE X – Term

This is a one-year contract with work to be commenced and completed in accordance with Article III

The term of this contract may be renewed for two additional one-year periods with work to be commenced and completed in accordance with Article III upon the mutual agreement of the parties. Should the City wish to renew this contract, it shall provide notice to Contractor no later than sixty (60) days prior to the expiration of the current contract term. If renewal is acceptable, Contractor agrees to provide acknowledgement of same no later than fourteen days after receipt of notice by the City. The parties agree to execute a renewal agreement under the same terms and conditions as the current contract for any mutually agreeable renewal period.

ARTICLE XI - Entire Agreement

This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this Contract. This Contract may be altered, amended or modified only by written amendment signed by the City and the Contractor.

FOR CONTRACTOR

By _____

Its: _____

FOR THE CITY OF ANN ARBOR

By _____

John Hieftje, Mayor

By _____

Jacqueline Beaudry, City Clerk

Approved as to substance

By _____

Steve Powers, City Administrator

By _____

Craig Hupy, Acting Public Service Area
Administrator

Approved as to form and content

Stephen K. Postema, 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 dated _____, 20__, for: 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.

SIGNED AND SEALED this _____ day of _____, 20__.

(Name of Surety Company)

(Name of Principal)

By

By

(Signature)

(Signature)

Its

Its

(Title of Office)

(Title of Office)

Name and address of agent:

Approved as to form:

Stephen K. Postema, 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, exec-
utors, administrators, successors and assigns, jointly and severally, by this bond.

(2) The Principal has entered a written contract with the City, dated _____, 20__, for
; 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.

SIGNED AND SEALED this _____ day of _____, 20__.

(Name of Surety Company)

(Name of Principal)

By
(Signature)

By
(Signature)

Its
(Title of Office)

Its
(Title of Office)

Approved as to form:

Name and address of agent:

Stephen K. Postema, City Attorney

GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

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

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

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

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

Section 2 - Order of Completion

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

Section 3 - Familiarity with Work

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

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

Section 4 - Wage Requirements

Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section."

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.

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 1:319 of Chapter 14 of Title I of the Code of the City of Ann Arbor, the Contractor agrees to conform to Chapter 23 of Title I of the Code of the City of Ann Arbor, as amended, which in part states:

1:814. Applicability.

- (1) This Chapter shall apply to any person that is a contractor/vendor or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a non-profit contractor/vendor or non-profit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

1:815. Living Wages Required.

- (1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
 - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$9.42 an hour, or the adjusted amount hereafter established under Section 1:815(3).
 - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$10.91 a hour, or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall

furnish proof of said health care coverage and payment therefor to the City Administrator or his/her designee.

- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2002, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2001 and 2002. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

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 with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex. The Contractor agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code and in particular the following excerpts:

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure 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 race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other

contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said

goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.

- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:
 - (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
 - (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
 - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:
 - (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
 - (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
 - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;

(d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

<u>Contract Amount</u>	<u>Assessed Damages Per Day of Non-Compliance</u>
\$ 10,000 - 24,999	\$ 25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

(e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract.

Section 6 - Materials, Appliances, Employees

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

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

Adequate sanitary facilities shall be provided by the Contractor.

Section 7 - Qualifications for Employment

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

Section 8 - Royalties and Patents

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

Section 9 - Permits and Regulations

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

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

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

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

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

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

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

Section 11 - Inspection of Work

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

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

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

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

Section 12 - Superintendence

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

Section 13 - Changes in the Work

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

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

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

Section 14 - Extension of Time

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

- (1) When work under an extra work order is added to the work under this Contract;

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

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

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

Section 15 - Claims for Extra Cost

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

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

- (1) The Contractor shall be reimbursed for all reasonable costs incurred in doing the work, and shall receive an additional payment of 15% of all the reasonable costs to cover both its indirect overhead costs and profit;
- (2) The term "Cost" shall cover all payroll charges for employees and supervision required under the specific order, together with all worker's compensation, Social Security, pension and retirement allowances and social insurance, or other regular payroll charges

on same; the cost of all material and supplies required of either temporary or permanent character; rental of all power-driven equipment at agreed upon rates, together with cost of fuel and supply charges for the equipment; and any costs incurred by the Contractor as a direct result of executing the order, if approved by the Supervising Professional;

- (3) If the extra is performed under subcontract, the subcontractor shall be allowed to compute its charges as described above. The Contractor shall be permitted to add an additional charge of 5% percent to that of the subcontractor for the Contractor's supervision and contractual responsibility;
- (4) The quantities and items of work done each day shall be submitted to the Supervising Professional in a satisfactory form on the succeeding day, and shall be approved by the Supervising Professional and the Contractor or adjusted at once;
- (5) Payments of all charges for work under this Section in any one month shall be made along with normal progress payments. Retainage shall be in accordance with Progress Payments-Section 16.

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

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

Section 16 - Progress Payments

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

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

In the case of Contracts which include only the Furnishing and Delivering of Equipment, the payments shall be; 60% of the Contract Sum upon the delivery of all equipment to be furnished, or in the case of delivery of a usable portion of the equipment in advance of the total equipment

delivery, 60% of the estimated value of the portion of the equipment may be paid upon its delivery in advance of the time of the remainder of the equipment to be furnished; 30% of the Contract Sum upon completion of erection of all equipment furnished, but not later than 60 days after the date of delivery of all of the equipment to be furnished; and payment of the final 10% on final completion of erection, testing and acceptance of all the equipment to be furnished; but not later than 180 days after the date of delivery of all of the equipment to be furnished, unless testing has been completed and shows the equipment to be unacceptable.

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

Section 17 - Deductions for Uncorrected Work

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

Section 18 - Correction of Work Before Final Payment

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

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

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

Section 19 - Acceptance and Final Payment

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

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

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

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

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

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

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

Section 20 - Suspension of Work

The City may at any time suspend the work, or any part by giving 5 days notice to the Contractor in writing. The work shall be resumed by the Contractor within 10 days after the date fixed in the written notice from the City to the Contractor to do so. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of the suspension.

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

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

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

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

Section 22 - Contractor's Right to Terminate Contract

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

Section 23 - City's Right To Do Work

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

Section 24 - Removal of Equipment and Supplies

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

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

Section 25 - Responsibility for Work and Warranties

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

The Contractor shall guarantee the quality of the work for a period of one year. The Contractor shall also unconditionally guarantee the quality of all equipment and materials that are furnished and installed under the contract for a period of one year. At the end of one year after the Contractor's receipt of final payment, the complete work, including equipment and materials furnished and installed under the contract, shall be inspected by the Contractor and the Supervising Professional. Any defects shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. Any defects that are identified prior to the end of one year shall also be inspected by the Contractor and the Supervising Professional and shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days.

The Contractor shall assign all manufacturer or material supplier warranties to the City prior to final payment. The assignment shall not relieve the Contractor of its obligations under this paragraph to correct defects.

Section 26 - Partial Completion and Acceptance

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

The issuance of a certificate of partial completion shall not constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates if the Contractor has failed to complete it in accordance with the terms of this Contract. The issuance

of the certificate shall not release the Contractor or its sureties from any obligations under this Contract including bonds.

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

Section 27 - Payments Withheld Prior to Final Acceptance of Work

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

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

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

Section 28 - Contractor's Insurance

- A. 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 from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

1. 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

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, 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 Job General Aggregate

\$1,000,000 Personal and Advertising Injury

\$2,000,000 Products and Completed Operations Aggregate

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. 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.
 4. 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.
- B. Insurance required under Section A.2 and A.3 of this Contract 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.
- C. In the case of all Contracts involving on-site work, the Contractor shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 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; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) 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 to the Administering Service Area/Unit at least ten days prior to the expiration date.
- D. Any Insurance provider of Contractor shall be admitted and 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-admitted insurance companies are not acceptable unless approved in writing by the City.

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 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.

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.

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
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 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 included in these contract documents.

A copy of the Public Services Department Standard Specifications may be purchased from the Engineering Division, (Fourth Floor, City Hall, Ann Arbor, Michigan), for \$35.00 per copy. In addition, a copy of these Standard Specifications is available for public viewing at the Engineering Division office, for review Monday through Friday between the hours of 8:30 a.m. and 4:00 p.m.

Copies of the Standard Specifications can also be downloaded from the web link:

http://www.a2gov.org/government/publicservices/project_management/privatedev/pages/standardspecificationsbook.aspx.

DETAILED SPECIFICATION FOR PAVEMENT MARKING SCHEDULING

This will be a three-year contract for Pavement marking work as listed in this Bid. The Contractor or the City may cancel the contract after the end of the first or second year, provided they notify the other party in writing no later than 45 days before the end of a given calendar year.

The Supervising Professional will determine the schedule of the work. The Supervising Professional will notify the contractor of the needed work. The Contractor will be required to start work within two weeks of the notification. All work will be performed in one of three stages. The first stage is between May 1 and May 31. The second stage is between July 1 and July 31. The third stage is between September 1 and October 15. The Contractor shall be entitled to charge Mobilization once for each stage that they are working.

It is the City's intent to complete several of the projects substantially as drawn and specified herein, quantities may be changed or reduced to zero for cost savings or other reasons. **The City reserves the right to change the quantities, delete sections, or add sections, and no adjustment in unit price will be made for any change in any quantity.** Further, In the event an appropriation is not made for continued funding for the work to be provided under this contract, the City of Ann Arbor shall have the right to cancellation of all or part of the contract, without penalty.

**DETAILED SPECIFICATION FOR
PAVEMENT MARKING MOBILIZATION**

Description. This item shall consist of preparatory work and operations for each phase of the , including, but not limited to the following:

1. The movement of personnel, equipment, supplies, and incidentals to the project site.
2. The establishment of the Contractor's offices, buildings, and other facilities to work on the project as needed.
3. Other work and operations that must be performed.
4. Expenses incurred, prior to beginning work on the various contract items on the project site.
5. Pre-construction costs, exclusive of bidding costs, which are necessary direct costs to the project rather than directly attributable to other pay items under the contract.

Measurement and Payment. The completed work as measured for MOBILIZATION will be paid for at the contract unit price for the following contract item (pay item).

Pay Item
Mobilization

Pay Unit
Lump Sum

Mobilization will be measured as a lump sum. Payment for Mobilization will be on the last bill submitted for each stage of work, and will not be paid until all work for a stage is complete.

The payment for this item shall not exceed the original contract amount bid for **Mobilization**, regardless of the fact that the Contractor may have, for any reason, shut down his work on the project, moved equipment away from the project and then back again, or for additional quantities or items of work added to the contract.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the Contract.

DETAILED SPECIFICATION FOR PAVEMENT MARKING APPLICATIONS COMMON TEXT

Description of Work

This work shall consist of furnishing and applying specified retroreflective pavement markings at locations as directed by the Supervising Professional in accordance with the Michigan Manual of Uniform Traffic Control Devices and as specified herein.

The Contractor is responsible for all layout work necessary for the location and placement of pavement markings as directed by the Supervising Professional. The layout of pavement markings shall be measured and paid for at the contract unit prices in accordance with Detailed Specification for pavement marking layout.

All markings, shapes, and dimensions shall conform to the latest Michigan Department of Transportation (MDOT) Pavement Marking Typical Plans for pavement markings.

Materials

The specified marking materials shall be lead free and selected from the MDOT's Qualified Products List (QPL) - See current MDOT Materials Sampling Guide.

Each container shall be plainly marked, both on the head and side, with a durable, weather-resistant marking, showing the name and address of the manufacturer, description of the material, batch number, date of manufacture, and volume and weight of contents. The Supervising Professional may approve materials manufactured in the previous year for use, providing the manufacturer warrants the products quality in writing. Material more than one year old will not be permitted.

The City retains the right to test any product at its discretion. Samples will be provided by the Contractor when requested by the Supervising Professional.

Material Safety - The Contractor shall provide the Supervising Professional with Material Safety Data Sheets (MSDS) for all materials and supplies used for this contract. The Contractor shall properly dispose of unused material and containers in accordance with the Federal Resource Conservation Recovery Act (RCRA) of 1976 and the Michigan Hazardous Waste Management Act (ACT 64).

The City will not provide storage buildings or space to store Contractor's materials and/or equipment.

Equipment

The pavement marking equipment shall be self-propelled when used to apply longitudinal lines of the specified marking material. Where the configuration or location of a pavement marking is such that the use of a self-propelled pavement marker is

unsuitable, the specified material and glass beads may be applied by other methods and equipment approved by the Supervising Professional. The Supervising Professional will determine if other equipment is suitable for a particular use such as special marking, etc.

The Michigan Department of Transportation must certify all self-propelled equipment prior to use. A valid certificate will be presented to the Supervising Professional prior to the start of work. The certificate, showing the maximum operating speed of the equipment and signed by the Traffic and Safety Division, must be attached to the equipment. All pressurized air lines shall have water and oil traps installed and operating at all times. In general, the equipment shall be that necessary to accomplish the marking in a safe and efficient manner.

The self-propelled pavement marker used to apply centerline shall be capable of applying three yellow, 4 inch minimum width lines on a two lane road, in one pass of the equipment. The self-propelled pavement marker used to apply markings on freeways shall be capable of applying a 4 inch wide edge line, using one gun, or an 8 inch wide edge line, using two guns, at the same time it is applying a lane line. Exception: A single gun truck may be used on two- or four-lane roadways to apply the remaining edge line. The equipment shall have sufficient material capacity to enable sustained pavement marking operations and shall be equipped so as to assure uniform application of the paint and beads. The equipment shall have pressurized bead dispensers.

The Contractor shall use a dashing mechanism, capable of being easily adjusted to retrace existing lane or centerline markings as directed by the Supervising Professional. The pavement marking machine shall be equipped with a method of measuring the flow rate of the material to the applied line. A flowmeter, graduated tanks, or other method approved by the Supervising Professional is acceptable for measuring flow rate.

The self-propelled pavement marker shall allow pavement marking to be applied in either direction on a given roadway and the skip cycle shall be continuous. The cycle control unit shall not zero or return to the beginning or start of a new cycle even though the skip line markings are interrupted by intersections, dual line no passing zones, school/pedestrian crossings, railroad grade crossings etc.

The Contractor's equipment shall include a linear distance meter to measure the length of each applied line.

The Supervising Professional shall check the calibration of any metering device prior to the start of work and may check calibration of any metering device at the City's discretion during the duration of the contract. The accuracy and reliability of the equipment being used shall be satisfactory to the Supervising Professional. When the equipment is unsatisfactory other methods determined to be acceptable by the Supervising Professional shall be used. No work shall progress until this determination has been made.

The marking operation requirements shall be in accordance with the MDOT Pavement Marking Convoy requirements. The Contractor shall provide sufficient time for the Supervising Professional to inspect the lighted arrow and any corrections shall be made before continuing. The cost of all traffic control, protective devices, and the pavement marking convoy are included in the unit costs for the pavement marking pay items contained in the contract.

For the period of the contract, the Contractor shall furnish the Supervising Professional with an operating, portable, two-way radio having a range of a 30-mile radius that is compatible with the Contractor's communication system or a cellular phone. The communication equipment will be returned to the Contractor at the completion of the contract.

Construction Methods

Prior to the application of pavement marking, the pavement surfaces shall be clean, dry, and free of foreign materials. The Contractor shall be responsible for removing all foreign materials that can be removed by air-blasting. The Contractor shall also be responsible for removing occasional debris or dead animals from the line track. Lines to be retraced that are covered by large amounts of dirt and/or debris and cannot be cleaned properly shall be skipped. If the Supervising Professional is able to have the location cleaned during the course of the project, the Contractor will return to that location and apply the material.

When directed by the Supervising Professional, existing pavement markings on old pavement or curing compound on new concrete shall be removed. The material shall be removed by methods that meet the approval of the Supervising Professional and cause as little damage as possible to the surface texture of the pavement. Methods that can provide acceptable results are abrasive, air, or shot blasting. Collected residue generated by the removal of pavement markings and curing compound must be properly disposed of outside of the highway right-of-way.

When removing cold plastic, the removed material must be collected and disposed of outside of the highway right-of-way.

The Contractor will not be allowed to use paint or bituminous bond coat to obliterate existing pavement markings.

Material deposited on the pavement as a result of removal shall be removed as the work progresses. Accumulation of material that might interfere with drainage or might constitute a hazard to traffic will not be permitted.

Where blast cleaning is used for the removal operation and the operation is being performed within

10 feet of a lane occupied by public traffic, the residue, including dust, shall be removed immediately after contact between the abrasive and the surface being treated. Residue

removal shall be by a vacuum attachment operating concurrently with the blast cleaning operation, or by other equally effective methods meeting the approval of the Supervising Professional.

The removal of old pavement markings shall be measured and paid for at the contract unit prices for the following contract items (pay items).

<u>Pay Item</u>	<u>Pay Unit</u>
Removal, Longitudinal Markings	Foot
Removal, Crosswalks, Stop Bars	Foot
Removal, Legends and Symbols	Each

The area of full removal for markings will be determined from the MDOT typical plans for pavement markings. The payment for partial removal of markings will be paid according to the actual removal area.

Pavement markings shall be applied uniformly to the surface following manufacturer's recommendations. All materials shall be thoroughly mixed at all times during application. Thinning of liquid materials will not be permitted. Longitudinal lines applied on concrete surfaces shall be offset approximately 2 inches from construction joints, as shown in the MDOT pavement marking typical plans. When applying multiple centerlines, the spray guns shall be set at 6-inch centers.

Four inch or eight-inch wide lines, as shown on the plans, shall have a tolerance of +0.25 inches. The markings shall be white or yellow, and solid, broken, or dotted as directed by the Supervising Professional. A solid line of the color and width specified shall have no gaps or spaces of unapplied material. An edge line shall be a solid line. A double line of the color and width specified shall be applied as either two solid lines or one solid line and one broken line. Both lines shall have equal width.

On all unmarked pavement, new (not retraced) broken line, of the color and width specified, shall consist of a 12 ft 6 inch marked segment on a 37 ft 6 inch cycle. A white, 4 inch broken line with a +0.25 inch tolerance shall be applied between lanes of pavement carrying traffic in the same direction unless a solid line is specified. A dotted line of the color and width specified shall consist of a 5 ft marked segment on a 25 ft cycle. The cycle for broken lines and dotted lines shall not vary by more than 1 foot longitudinally. The lateral deviation of the new (not retraced) lines shall not exceed 1 inch from the proposed location alignment, as directed by the Supervising Professional.

When applying centerline and lane lines on new construction a minimum of ten existing skip lines shall be retraced. This is done to ensure continuity of the existing cycle and aids in the retracing of the pavement markings in subsequent applications.

Existing pavement markings are to be retraced with lines of equal length, allowing for a longitudinal tolerance of +4 inches and a transverse tolerance of 1 in. For an existing 4

in or 8 in wide line, the width of retraced line shall have a tolerance of +0.25 inches. Maximum broken line length, existing or retraced is 13 feet.

All pavement marking materials shall be loaded on the pavement marking machine in a manner that will not interfere with or delay traffic.

If markings are applied when the roadway is open to traffic, traffic shall be maintained at all times according to the MDOT pavement marking convoy requirements. The striping equipment shall be operated in a manner that will make it unnecessary for traffic to cross the uncured markings.

If markings are applied when the roadway is closed to traffic, pavement marking convoy and line protection devices as shown in MDOT pavement marking convoy requirements are not required, unless directed by the Supervising Professional.

Applied markings shall be sharp and well defined and shall provide uniform application of beads. Bead guns shall be positioned so all beads are directed into the line material. The markings shall be free of uneven edges, over spray, or other readily visible defects, which, in the opinion of the Supervising Professional, detract from the appearance or function of the pavement markings. Appropriate care shall be taken to prevent motorists from being sprayed. Shields or other devices may be used for this purpose.

Pavement marking lines shall be straight or of uniform curvature and shall conform with the tangents, curves, and transitions as directed by the Supervising Professional.

Improperly located markings shall be removed at the Contractor's expense, in accordance with Subsection 6.31.09-f of the MDOT Standard Specifications and shall be reapplied in the correct locations at no cost to the City.

Pavement markings damaged by traffic, that were not applied and/or protected in accordance with MDOT pavement marking convoy requirements and this detailed Specification shall be traced at the Contractor's expense as directed by the Supervising Professional. Tracked lines shall be removed at the Contractor's expense when ordered by the Supervising Professional.

Measurement and Payment

Payment for accepted work completed shall be made at the contract unit prices, or prices adjusted as described herein. Payment shall be full compensation for all materials, labor, traffic control, mobilization, and equipment necessary for placement of the pavement marking material.

The Contractor shall cooperate with the Supervising Professional by providing

measurements whenever requested.

Material Deficiency

Material shortages will not be permissible without contract unit price reductions. Any determination of pay deduction resulting from shortages in marking materials shall be based on measurements obtained and the required application rate shown in the application rate table. If material shortages exist the contract unit price will be reduced in direct proportion to the deficiency, up to 15 percent maximum. If the daily deficiency of either pavement marking material or beads is more than 15 percent, the day's work shall be considered unsatisfactory and the day's markings shall be reapplied at no cost to the City. Any reapplied markings shall be applied as described under Construction Methods.

The quantity of pavement marking material and glass beads applied per unit of measurement will be computed by the Supervising Professional at the end of each work day. A day's applied mileage of less than 10 miles of line may be included in the next day's applied markings for the purpose of computing marking material and bead application amounts.

DETAILED SPECIFICATION FOR PAVEMENT MARKING LAYOUT

Description of Work

This work shall be in conformance with the Detailed Specification for Pavement Marking Applications (common text) and the following Specifications herein.

All layout shall be done so that most of the layout lines be covered by the markings. The material used must be compatible with the markings to be applied.

Construction Layout will be paid for only on new markings or where the positioning of markings is changing. It will not be paid for where retracing is needed over existing.

The Layout will be done so that the applied markings will be the correct shape, size and position according to the MMUTCD and the Supervising Professionals instructions.

Measurement and Payment See common text.

The completed work shall be measured and paid for at the contract unit prices for the following contract items (pay items). The skips in dashed lines are not included in the measurements.

<u>Pay Item</u>	<u>Pay Unit</u>
Layout, Longitudinal Marking	Foot
Layout, 6 in, Crosswalk	Foot
Layout, 24 in, Stop Bar or Crosswalk	Foot
Layout, 12 in, Cross Hatching	Foot
Layout, Legends and Symbols	Each

DETAILED SPECIFICATION FOR COLD PLASTIC PAVEMENT MARKING APPLICATIONS

Description of Work

This work shall be in conformance with the Detailed Specification for Pavement Marking Applications (common text) and the following Specifications specified herein.

This work shall consist of furnishing and applying preformed reflectorized cold plastic pavement marking material at locations as designated by the Supervising Professional. The Contractor shall furnish all material, labor, and equipment necessary for the required pavement preparation, marking application, protection of the work, and traffic control.

Materials Cold Plastic Pavement Marking Material - See common text.

Each roll of cold plastic tape shall be plainly labeled in the core with the same information as required on the outside of packages of multiple rolls.

Adhesive - The type of adhesive needed for cold plastic markings shall be selected from the Materials Sampling Guide.

Material Safety See common text.

Equipment See common text.

The equipment shall be capable of applying the material to the required length and width. The equipment used to apply cold plastic tape and contact cement or primer shall be capable of assuring uniform application of the materials.

The department reserves the right to inspect the contractor's equipment before the start of the project and anytime during the period of the contract.

Construction Methods See common text.

Prior to the application of pavement marking, the pavement surfaces shall be clean, dry, and free of foreign materials. The Contractor shall be responsible for removal of all foreign materials from the line track.

Cold plastic tape shall be applied uniformly to the surface so that the thickness is uniform across the line. The primer or contact cement shall be thoroughly mixed at all times during application. Thinning of contact cement and primer shall not be permitted.

Cold plastic tape legends shall be white as shown on the typical plans for pavement markings or in the proposal or as directed by the Supervising Professional.

Installation of special markings (legends, symbols) shall be according to overlay method.

Overlay Method - When using the overlay application method for cold plastic tape the Contractor shall apply adhesive (a type recommended by the material manufacturer and approved by the Department) on all surfaces beneath the full extent of the marking. Adhesive is not required on new bituminous surfaces (0-3 DAYS OLD) except during fall weather conditions.

When installing cold plastic a non-adhesive backed product from the QPL shall be used. For non-adhesive backed cold plastic one application of the adhesive recommended by the manufacturer shall be applied to the back of the cold plastic and two coats of adhesive shall be applied to the pavement.

The Contractor shall follow the manufacturer's recommendations in allowing adequate time for all solvents to evaporate out of the adhesive before application of the marking.

Immediately after placement, the entire marking shall be rolled at least four times with a 200 lb minimum roller. Additional rolling is not required for longitudinal applications if the equipment installing the line is equipped with a roller.

All pavement marking material shall be applied in such a manner that will not interfere with or delay traffic.

If the markings are applied when the roadway is open to traffic, traffic shall be maintained in accordance with MDOT maintaining traffic typicals. The cold plastic application equipment shall operate in a manner that causes minimum inconvenience to the motorists.

Application Limitations

Overlay Method for Concrete and Asphalt Pavements - Cold plastic tape shall not be applied unless the air temperature is at least 60 F, the pavement surface temperature is at least 70 F, and both temperatures are rising.

Cold plastic marking material shall not be placed before May 1st or after October 1st.

Measurement and Payment See common text.

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

<u>Pay Item</u>	<u>Pay Unit</u>
Overlay Cold Plastic Pavement Marking, Bike Lane (Legend)	Each
Overlay Cold Plastic Pavement Marking, Bike lane (Symbol)	Each

Payments for adhesive for legends and symbols will not be paid separately, but will be considered as having been included in the price bid for the overlay method.

Removal of Special Markings, i.e., legends, symbols, arrows, crosswalks, and stop bars will be paid according to Subsection 6.31.13 of the Standard Specifications. The area of full removal for special marking will be determined from the MDOT typical plans for pavement markings. The payment for partial removal of special marking legends will be paid according to the actual legend removal area. Gaps between pavement marking segments are not included in the measurement.

Delayed Acceptance of Cold Plastic Tape - Delayed acceptance is that period of time when the contractor must replace markings that have failed. Final acceptance of completed pavement marking work will be delayed 180 days. During this 180 day-period, inspections of the markings placed in accordance with the contract will be conducted at the Department's discretion. Markings with less than 90 percent of the original markings in place shall be replaced immediately at the contractor's expense. Pavement markings that have been damaged by snow plowing operations will not be considered as having failed.

If the contractor wishes to have the project accepted for final payment prior to the 180-day period, the contractor must, when the balance of the contract work has been satisfactorily completed, furnish the Department with a maintenance bond equal in value to 90 percent of the value of the pavement marking work performed.

DETAILED SPECIFICATION FOR THERMOPLASTIC PAVEMENT MARKING APPLICATIONS

Description of Work

This work shall be in conformance with the Detailed Specification for Pavement Marking Applications (common text) and the following Specifications specified herein.

Materials Thermoplastic Pavement Marking Material - See common text.

Data Sheet - The Contractor will provide a copy of a data sheet for the material which shows the allowable temperature range for applying the material.

Glass Beads - Glass Beads used with thermoplastic pavement marking materials shall meet the requirements of AASHTO M 247 and be applied at the recommended rate. All glass beads shall have a moisture proof coating.

The glass beads will be sampled and/or certified in accordance with the requirements in the Materials Sampling Guide.

Marked and Packaged - The hot-applied thermoplastic material shall be packaged in suitable containers to which it will not adhere during shipment and storage. The label on the material shall warn the user that the material shall be heated to a temperature range recommended by the manufacturer.

Material Safety See common text.

Equipment See common text.

All equipment for applying hot-applied thermoplastic material shall have the capability of maintaining the material heated in accordance with the manufacturer's requirements.

The equipment shall be capable of applying the material to the required length and width. The equipment used to apply thermoplastic material shall be capable of assuring uniform application of the materials.

Construction Methods See common text.

Thermoplastic material and glass beads shall be applied uniformly at the rate shown in the following table. Application rates will be determined by dividing the quantity used by the length of line painted.

Pavement Marking Material Application Rates Per Mile

Thermoplastic

2.2 lbs of glass bead/ 22.8 lbs of material

<u>Line Type</u>	<u>Material (lb) Rate</u>	<u>Glass Beads (lb) Rate</u>
4 in - Solid	1820 lbs	176 lbs
4 in - Broken	455 lbs	44 lbs
4 in - Double		
2 Solid	2262 lbs	218.6 lbs
1 Solid, 1 Broken	1414 lbs	136.5 lbs

Application Limitations

All pavement should be more than visibly dry, since subsurface moisture can be present in amounts sufficient to affect proper bonding of the hot-applied thermoplastic material. The minimum ambient air temperature shall be 48F, the pavement surface temperature shall be at least 50F, and both shall be rising at the start of marking operations. If work is started and the air temperature falls below 45F, and continual cooling is indicated, all work shall be stopped, as directed by the Supervising Professional. Thermoplastic pavement marking material shall not be placed before May 1st or after October 1st.

The thermoplastic material shall be heated to and applied at the temperature range recommended by the manufacturer.

Measurement and Payment See common text.

The completed work shall be measured and paid for at the contract unit prices for the following contract items (pay items). The skips in dashed lines are not included in the measurements.

<u>Pay Item</u>	<u>Pay Unit</u>
Thermoplastic Pavement Marking, 6 in, Crosswalk Foot	Linear
Thermoplastic Pavement Marking, 24 in, Stop Bar or Crosswalk Foot	Linear
Thermoplastic Pavement Marking, 12 in, Cross Hatching (color) Foot	Linear
Thermoplastic Pavement Marking, Right, Through or Left Arrow	Each
Thermoplastic Pavement Marking, Right/Through, Left/Through or Right/Left Arrow Each	Each
Thermoplastic Pavement Marking, "ONLY"	Each
Thermoplastic Pavement Marking, "SCHOOL" one lane	Each

Thermoplastic Pavement Marking, "SCHOOL" two lane	Each
Thermoplastic Pavement Marking, Rail Road Crossing Set	Each

Delayed Acceptance of Hot Applied Thermoplastic Material - Delayed acceptance is that period of time when the contractor must replace markings that have failed. Final acceptance of completed pavement marking work will be delayed 180 days. During this 180 day-period, inspections of the markings placed in accordance with the contract will be conducted at the City's discretion. Markings with less than 90 percent of the original markings in place shall be replaced immediately at the contractor's expense. Pavement markings that have been damaged by snow plowing operations will not be considered as having failed.

If the contractor wishes to have the project accepted for final payment prior to the 180-day period, the contractor must, when the balance of the contract work has been satisfactorily completed, furnish the City with a maintenance bond equal in value to 90 percent of the value of the pavement marking work performed.

DETAILED SPECIFICATION FOR SPRAYABLE THERMOPLASTIC

Description of Work

This work shall be in conformance with the Detailed Specification for Pavement Marking Applications (common text) and the following Specifications specified herein. This work shall consist of furnishing and applying a specially formulated spray thermoplastic pavement marking. The materials shall be a mixture of resins and other materials meeting EPA requirements for essentially non-volatile paint compound developed for traffic markings.

Materials

Binder - The binder shall be either hydrocarbon based or alkyd based. The hydrocarbon binder shall be composed of synthetic petroleum derived hydrocarbon resins, waxes, and plasticizers. The alkyd binder shall consist of a mixture of synthetic resins, at least one of which is solid at room temperature, and high boiling plasticizers. At least one-third of the binder composition shall be maleic modified glycerol ester of rosin and shall be no less than eight percent by weight of the entire material formulation. The type of binder can be characterized by using test method 1.0 determination of binder type for thermoplastic pavement markings. The total binder content shall be well distributed throughout the compound. The binder shall be free from all foreign objects or ingredients that would cause bleeding, staining, or discoloration. The binder shall be 26 percent minimum by weight of the thermoplastic compound. The binder shall be characterized by an IR Spectra.

Pigment - The pigment used for white pavement marking compound shall be a high-grade pure (minimum 93 percent titanium dioxide TiO₂). The white pigment content shall not be less than 10 percent by weight and shall be uniformly distributed throughout the marking compound.

The pigments used for the yellow pavement marking compound shall be heat resistant, silica encapsulated lead chromate yellow and moly oranges, which shall produce a compound meeting the requirements of FED 595 Color No. 33583. The yellow marking material shall contain a minimum of 4 percent by weight of the yellow pigment with a minimum lead chromate content of 50 percent.

Filler - The filler to be incorporated with the resins as a binder shall be a white calcium carbonate, silica, or an approved substitute. Any filler which is insoluble in 6N hydrochloric acid shall be of such particle size as to pass a 492-foot (No. 100) sieve.

Glass Beads - Intermix glass beads shall be uniformly mixed throughout the material at the rate of not less than 30 percent by weight of the marking compound and shall conform with the gradation in 1.02.4.1 (a). Drop on beads shall be used and shall be applied uniformly at a minimum rate of 3880 grams per 100 square feet.

Properties - The drop on glass beads furnished under this specification shall consist essentially of transparent, water-white glass particles of a spherical shape. They shall be manufactured from a glass of a composition designed to be highly resistant to traffic wear and to the effects of weathering. The glass beads shall conform to the following requirements:

(a) Sieve Analysis. The glass beads shall meet the following sieve requirements:

<u>Sieve Size (feet)</u>	<u>% Passing</u>
3903 (No. 16)	99 - 100
2788 (No. 20)	75 - 95
1968 (No. 30)	55 - 85
984 (No. 50)	10 - 35
492 (No. 100)	0 - 5

(b) Imperfections. The surface of the glass beads shall be free of pits and scratches. The beads shall have a roundness of 70% minimum average tested according to ASTM D-1155; the +20 portion shall be tested visually.

(c) Index of Refraction. The index of refraction of the glass beads shall be not less than 1.5 when tested by the immersion method at 77 F.

(d) Silica Content. The glass beads shall contain not less than 65 percent Silica (SiO₂)

(e) Coating. The glass beads used for intermix shall be uncoated. The drop-on beads shall be coated with an adhesion promoting coating that shall also provide moisture resistance as tested by AASHTO M247-81 (1990) Section 4.4.2

(f) Packaging. The drop-on glass beads shall be delivered in approved moisture proof bags consisting of at least five-ply paper construction unless otherwise specified. Each bag shall contain 2270 g net and shall be legibly marked with the manufacturer, specifications and type, lot number, and the month and year the glass beads were packaged

Marking Compound

General properties - In the plastic state, the material shall not give off fumes that are toxic or otherwise injurious to persons or property. The manufacturer shall provide material safety data sheets for the product.

The temperature versus viscosity characteristic of the plastic material shall remain constant and the material shall not deteriorate in any manner during four reheating processes.

There shall be no obvious change in color of the material as a result of repeated heatings, up to a maximum time of 4 hours at application temperature, or from batch to

batch. The maximum elapsed time after application after which normal traffic will leave no impression or imprint on the new stripe shall be 30 seconds when the air and road surface temperature is approximately 68 F ± 37.4 F. The applied stripe shall remain free from track, and shall not lift from the pavement under normal traffic conditions within a road temperature range of -20.02 to 150.1 F. The stripe shall maintain its original dimensions and placement. Cold ductility of the material shall be such as to permit normal dimensional distortion as a result of all impact within the temperature range specified.

The material shall provide a stripe that has a uniform thickness throughout its cross section and has the density and character to provide a sharp edge of the line.

Color - The marking compound after heating for 4 hours ± 5 min. At 375.1 ± 35.6 F and cooled at 77 F shall meet the following requirements for daylight reflectance and color, when tested using a color spectrophotometer with 45 circumferential /0 geometry, illuminant C, and 2 observer angle. The color instrument shall measure the visible spectrum from 380 to 720nm with a wavelength measurement interval and spectral bandpass of 10 nm.

White: Daylight reflectance (Y) 75 percent minimum

*Yellow: Daylight reflectance (Y) 42-59 percent

*shall match: Federal 595 Color No. 33538 and chromaticity limits as follows:

x	.470	.510	.485	.530
y	.455	.485	.425	.456

Yellowness Index - The white marking compound shall not exceed a yellowness index of .12 when tested in accordance with ASTM D1925

Specific Gravity - The specific gravity of the marking compound shall not exceed 1.87

Softening Point - After heating the marking compound for 4 hours ± 5 min at 375.1 F and testing in accordance with ASTM E28, the material shall have a minimum softening point of 180 F as measured by the ring and ball method.

Tensile Bond Strength - After heating the marking compound for 4 hours ± 5 min at 375.1 F the tensile bond strength to unprimed, sandblasted Portland Cement concrete block, 0.062 inch thick film drawdown at 375.1 F tested at 73.4 ± 33.8 F shall exceed 1.24 Mpa when tested in accordance with ASTM D4806-88.

Impact Resistance - After heating the marking compound for 4 hours ± 5 min at 375.1 F the impact resistance shall be a minimum of 18893 gram feet with no cracks or bond loss when 0.062 inch thick film drawdown is made at 374 F on an unprimed sandblasted Portland cement concrete block, male indenter 0.62 inches not female Die, tested at 73.4 ± 33.8 F when tested in accordance with ASTM D2794 minimum.

Identification - Each package of material shall be stenciled with the manufacturer's name, the type of material and specification number, the month and year the material was packaged and lot number. Lot numbers must begin with the last two digits of the year manufactured and be sequential. The letters and numbers used in the stencils shall be a minimum of 0.5 inches in height.

Packaging - The material shall be packaged in suitable containers that will not adhere to the product during shipment and storage. The container of pavement marking material shall weigh approximately 2270 g. Each container shall designate the color, binder, spray and user information. The label shall warn the user that the material shall be heated in the range of 350.6 - 424.4 F.

Storage Life - The material shall meet the requirements of this specification for a period of one year. The material must also meet uniformly with no evidence of skins or unmelted particles for this one year period. The manufacturer shall replace any material not meeting the above requirements.

Installation Requirements

Before applying the pavement marking material, the contractor shall remove any dirt, glaze, grease, or any other material that would reduce the adhesion of the paint to the pavement. Open graded roadways require brooming to ensure cleanliness.

The pavement marking material shall be readily renewable by placing an overlay of new material directly over old markings of the same material. Such new material shall bond itself to the old markings in such a manner that no splitting or separation takes place. The Contractor shall remove all existing material that might cause premature failure of the new material.

The pavement marking material shall be installed in a molten state by the spray method at a minimum temperature of 350.6 F and maximum temperature of 424.4 F. Scorching or discoloration of material shall be cause for rejection by the Supervising Professional. The machinery shall be constructed so that all mixing and conveying parts, up to and including the spray gun, maintain the material in the molten state.

The pavement marking materials shall be applied by the spray method when the air and pavement surface temperatures are at least 50 F and rising. The Supervising Professional may direct that all work stop if the air and pavement surface temperatures fall below 50 F and continual cooling is indicated, or when the surface of the pavement contains any evidence of moisture. Document all moisture testing and provide results to the Supervising Professional.

The pavement marking material shall be applied at a thickness of not less than 40 mils for all roads except open graded roadways such as DBST. Material shall be applied at a thickness of not less than 39 mils on these surfaces. In no case shall it exceed a thickness of 50 mils.

The contractor shall place the pavement markings with adequate drop-on beads in accordance with the above requirements, uniformly applied to assure adequate nighttime reflectivity. It shall be the Contractor's responsibility to use a compatible combination of marking material and beads to preclude the surface beads from sinking deeply into the marking, or from being prematurely lost from the surface of the marking.

Equipment Requirements

The equipment used to install hot applied pavement marking material shall provide continuous uniform heating to temperatures exceeding 399.2 F, mixing and agitation of the material. Conveying parts of the equipment between the main material reservoir and the line dispensing device shall prevent accumulation and clogging. All parts of the equipment which comes in contact with the material shall be constructed for easy accessibility and exposure for cleaning and maintenance. The equipment shall operate so that all mixing and conveying parts including the line dispensing device, maintains the material at the plastic temperature.

Glass beads applied to the surface of the completed marking shall be applied by a dual pressure bead gun system. The first bead gun shall be positioned so as to apply a coating of glass beads immediately behind the Pavement Marking material spray gun. The second gun shall be positioned immediately behind the first gun and shall apply a coating of glass on the line in the opposite direction as to the first bead gun. This provides a more uniform retroreflectivity of the line regardless of the direction of travel. The glass bead dispensing device shall be equipped with an automatic cut-off control synchronized with the cut-off of the pavement marking material.

Acceptance

Pavement Marking Compound - The manufacturer shall furnish the Supervising Professional three copies of certified test report(s) showing results of all required test and certification that the material meets the specification.

Glass Beads - The manufacturer shall furnish the Supervising Professional three copies of certified test report(s) showing results of all required test and certification that the material meets the specifications. The Supervising Professional shall document acceptance as per S.O.P.

Specification Details

This Specification is based on Cataphotes Thermo Quik Material. Cataphote is currently working on modifications to the specification. All questions about this specification should be directed to the contact person at Cataphote: Bobby Ryan 1-800-221-2574.

**DETAILED SPECIFICATION FOR
REGULAR-DRY PAVEMENT MARKING APPLICATIONS**

Description of Work

This work shall be in conformance with the Detailed Specification for Pavement Marking Applications (common text) and the following Specifications specified herein.

Materials Regular-Dry Pavement Marking Material - See common text.

Glass Beads - Glass beads shall meet MDOT requirements and shall have no coating.

Material Safety See common text.

Equipment See common text.

Construction Methods See common text.

Regular-dry paint and glass beads shall be applied uniformly at the rate shown in the following table. Application rates will be determined by dividing the quantity used by the length of line painted.

Pavement Marking Material Application Rates Per 0.621 Mile Regular-Dry Paint
1.59 lbs of glass beads/ 0.264 gallons of marking material

<u>Line Type</u>	<u>Paint (gal)</u> <u>(Rate)</u>	<u>Glass Beads (lbs)</u> <u>(Rate)</u>
Solid		
4 in	9.9 gal	59.7 lbs
8 in	19.9 gal	119.3 lbs
Broken		
4 in	2.5 gal	15 lbs
8 in	5 gal	29.8 lbs
4 in Double		
2 Solid	19.9 gal	119.3 lbs
1 Solid, 1 Broken	12.4 gal	74.5 lbs
Dotted		
4 in	2 gal	11.9 lbs
8 in	4 gal	23.8 lbs

Application Limitations

New Concrete Pavement - New concrete pavement shall be marked with pavement markings as directed by the Supervising Professional.

New Bituminous Pavement - No pavement markings shall be placed prior to a minimum 14-day cure time on the new bituminous wearing surface.

Temperature - This marking material shall be applied when the surface temperature of the pavement is 41F or higher.

Measurement and Payment See common text.

The completed work shall be measured in linear meters and paid for at the contract unit prices for the following contract items (pay items). The skips in dashed lines are not included in the measurements.

<u>Pay Item</u>	<u>Pay Unit</u>
Regular-Dry Pavement Marking, 4 in, (color)	Linear Foot

DETAILED SPECIFICATION FOR WATERBORNE PAVEMENT MARKING APPLICATIONS

Description of Work

This work shall be in conformance with the Detailed Specification for Pavement Marking Applications (common text) and the following Specifications specified herein.

Materials

Waterborne Pavement Marking Material - See common text.

Glass Beads - Glass beads used for retroreflectivity shall follow MDOT requirements of beads with a coating. The beads used in waterborne pavement marking shall have a moisture resistant coating and an adhesion promoting silane coating.

Material Safety See common text.

Equipment See common text.

Construction Methods See common text.

Waterborne paint and glass beads shall be applied uniformly at the rate shown in the following table. Application rates will be determined by dividing the quantity used by the length of line painted.

Pavement Marking Material Application Rates Per .0621 Mile Waterborne Paint
2.1 lbs of glass beads/ 0.26 gal of marking material

<u>Line Type</u>	<u>Paint (gal)</u> <u>(Rate)</u>	<u>Glass Beads (lbs)</u> <u>(Rate)</u>
Solid		
4 in	9.9 gal	79.6 lbs
8 in	19.9 gal	159 lbs
Broken		
4 in	2.5 gal	19.8 lbs
8 in	5 gal	39.7 lbs
4 in Double		
2 Solid	19.9 gal	159 lbs
1 Solid, 1 Broken	12.4 gal	99.4 lbs
Dotted		
4 in	2 gal	15.9 lbs
8 in	4 gal	31.7 lbs

Application Limitations

Environmental - Waterborne paint shall be applied when the surface temperature of the pavement is 50F or higher and the pavement is dry. The Contractor shall be responsible for making the decision to apply waterborne paint on any specific day. If applied lines are washed away because of rain the Contractor shall be responsible for reapplying the lines at no additional expense to the City. Waterborne pavement marking materials can be placed immediately on new bituminous pavement. Waterborne pavement marking material shall not be placed before May 1st or after October 1st.

Measurement and Payment See common text.

The completed work shall be measured in linear meters and paid for at the contract unit prices for the following contract items (pay items). The skips in dashed lines are not included in the measurements.

<u>Pay Item</u>	<u>Pay Unit</u>
Waterborne Pavement Marking, 4 in, (color)	Linear Foot

Regular-dry markings applied in lieu of waterborne markings between October 1st and May 1st will be paid for at the contract unit price for waterborne pavement marking.

DETAILED SPECIFICATION FOR POLYUREA PAVEMENT MARKINGS

Description

The work shall consist of installing reflectorized white and yellow two-component, 100 percent solids polyurea pavement markings. Preparation of pavement surfaces and application of lines, legends, symbols, crosswalks, and stop lines shall be in accordance with this Special Provision, Project Plans, the Standard Specifications for Construction and as directed by the Supervising Professional.

Materials

The material manufacturer shall furnish a notarized certification that the material complies with the provisions of this specification.

The material shall be shipped to the job site in sturdy containers plainly marked with the manufacturer's name and address, the color of the material, date of manufacture and batch number.

All polyurea pavement marking material must be selected from the Qualified Products List (QPL). Ceramic beads are required.

The type, gradation and loading rates of the ceramic/glass beads shall be determined by the polyurea manufacturer and shall be sufficient to meet the retroreflectivity requirements as described in this special provision.

Construction

Placement

All polyurea materials and ceramic/glass beads shall be placed according to the polyurea binder manufacturer's requirements. The binder manufacturer shall provide all technical data regarding material type and application rate to the Supervising Professional prior to starting work.

Pavement Marking Contractors and/or equipment shall be qualified as follows:

The Contractor must provide certification from the binder manufacturer stating the Contractor is qualified to place the material in a manner acceptable to the material manufacturer and in compliance with the provisions of this specification. Provide

certification to the Supervising Professional.

Surface Preparation

Surface preparation requirements differ based on surface conditions. The following applies to both Special Markings and Longitudinal Markings:

New Hot Mix Asphalt (HMA): There will be no oil drip areas, debris, temporary or permanent markings on this surface. Preparation required- None.

New Portland Cement Concrete (PCC): There will be no oil drip areas, debris, temporary or permanent markings on this surface. Preparation required: Removal of curing compound. This preparation will be paid for as Removing Curing Compound.

Existing Surface- HMA or PCC: There may be oil drip areas and/or debris, but no existing markings. Preparation required: The proposed marking area shall be scarified using non-milling grinding teeth or shot blasting.

Existing Surface with Existing Non-Polyurea Marking- HMA or PCC: There may be oil drip areas and/or debris. There will be an existing non-polyurea marking. The entire marking shall be completely removed. This preparation will be paid for as Removal of Special Markings or Removal of Longitudinal Lines.

Existing Surface with Existing Polyurea Marking- HMA or PCC: There may be oil drip areas and/or debris. There will be an existing (one-layer) polyurea marking. Preparation required: The proposed marking area shall be scarified using non-milling grinding teeth or shot blasting. Occasionally an existing polyurea marking may require complete removal. When a marking require complete removal, as determined by the Supervising Professional, it shall be paid for as Removal of Special Markings or Removal of Longitudinal Lines.

If grinding, scarifying, sandblasting, shot blasting, or other operations are performed, the debris generated must be contained through vacuum-type equipment or equivalent and the work shall be conducted in such a manner that the finished pavement surface is not damaged nor exhibits a pattern that will mislead or misdirect the motorist.

When these operations are completed, the pavement surface shall first be broomed and then blown off with compressed air to remove residue and debris resulting from the cleaning work. Removal and cleaning work shall be conducted in such a manner as to control and minimize airborne dust and similar debris, so as to prevent a hazard to motor vehicle operation or nuisance to adjacent property.

Care shall be taken on HMA and PCC surfaces when performing removal and cleaning work to prevent damage to transverse and longitudinal joint sealers.

Temperature Limitations

The pavement surface where the polyurea is to be placed shall have a minimum temperature of 40 F and rising during marking operations. The ambient temperature shall also be 40 F and rising. The pavement surface temperature and air temperature shall be measured and documented before the start of each day of marking operation and at any other time deemed necessary by the Supervising Professional.

Application Rates

The Supervising Professional may check rates by comparing tallies of materials used to the lengths of lines placed. For initial application and occasionally during the course of work, the Supervising Professional may also check application to a pre-weighed sheet specifically placed for test purposes for both special markings and longitudinal lines. Drop-on spheres shall not be applied for this test.

Dry Time

When installed at or above 40 F, the material shall be track free in less than 10 minutes.

Delayed Acceptance

Delayed acceptance is that period of time when the Contractor must replace markings that have failed. Final acceptance of completed applications of polyurea will be delayed 60 days or to November 1st, whichever comes first. During this time, inspections of the markings placed will be conducted at the Department's discretion. Markings with less than 90% of the original application remaining will be replaced immediately at the Contractor's expense. Pavement markings that have been damaged by snowplowing operations will not be considered as having failed.

If the Department requires removal and replacement, the Contractor shall remove a minimum of 90% of the deficient marking.

All costs for the removal and replacement shall be borne by the Contractor.

The Michigan Department of Transportation (MDOT) may disqualify a polyurea pavement marking product for failure to meet performance expectations of either longitudinal lines or special markings.

Measurement and Payment

The completed work will be measured in feet for all longitudinal markings, stop bars, and crosswalks and each for all legends and symbols. The completed work as measured will be paid for at contract unit prices for the following contract items (pay items). The contract pay items include all labor, material, equipment and traffic control.

<u>Pay Item</u>	<u>Pay Unit</u>
Pavement Marking, Polyurea, Bike Lane (symbol)	Each
Pavement Marking, Polyurea, Bike Lane (legend)	Each
Pavement Marking, Polyurea, 6 inch, Crosswalk, White	Foot
Pavement Marking, Polyurea, 24 inch, Stop Bar	Foot
Pavement Marking, Polyurea, 12 inch, Cross Hatching (color)	Foot
Pavement Marking, Polyurea, 4in, Longitudinal Line	Foot
Pavement Marking, Polyurea, Right, Left, Through Arrow	Each
Pavement Marking, Polyurea, Right or Left/Through, Right/Left Arrow	Each
Pavement Marking, Polyurea, "ONLY"	Each
Pavement Marking, Polyurea, "SCHOOL," One or Two Lane	Each
Pavement Marking, Polyurea, Rail Road Crossing Set	Each

DETAILED SPECIFICATIONS FOR RECESSED PAVEMENT MARKINGS

Description

This work shall be in conformance with Section 811 of the 2003 Standard Specifications for Construction and the following provisions specified herein.

Construction

The recessed markings shall be applied in accordance with the manufacturer's installation instructions. All material configurations shall be in accordance with the applicable Michigan Manual of Uniform Traffic Control Devices and MDOT pavement marking typicals.

Grooved Pavement:

Concrete and Asphalt Road Surfaces

The grooves shall be made in a single pass dry cut using stacked diamond cutting heads, and the equipment used shall be self-vacuuming and leave the cut groove ready for tape installation. The equipment and method used for grooving shall be approved by the manufacturer of the recessed material. The bottom of the groove shall have a fine corduroy finish. If a coarse, tooth pattern is present, the number of blades is to be increased and the spaces on the cutting head are to be decreased. The pavement marking material shall be placed in the grooves the same way as the cut is made. Grooves shall be clean and dry prior to placing any pavement marking material.

Grooved Width:	Material width + 1 inch +/- 1/8 inch
Grooved Depth:	40-50% of the dry pavement marking material thickness or as recommended by the manufacturer
Grooved Position:	4 inches left of the joint line

Measurement and Payment

All pavement marking materials shall be paid for as described in separate special provisions or as shown in the applicable Standard Specifications for Construction. The completed work as described will be paid for at the contract unit price for the following

contract item (pay item):

<u>(Contract Item) Pay Item</u>	<u>Pay Unit</u>
Recessed Pavement Markings	Foot

The item of Recessed Pavement Marking will be paid for by the foot and includes all equipment and labor.

APPENDIX A - CONTRACT COMPLIANCE FORMS

City of Ann Arbor Procurement Office INSTRUCTIONS FOR CONTRACTORS

For Completing CONTRACT COMPLIANCE FORM

City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/vendor has a workforce that is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). *This data is provided to the City on the Human Rights Contract Compliance Forms (attached).*

To complete the form:

1) If a company has more than one location, then that company must complete 2 versions of the form.

- **Form #1** should contain the employment data for the **entire corporation.**
- **Form #2** should contain the employment data for those employees:
 - who will be working on-site;
 - in the office responsible for completing the contract; or,
 - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).

2) If the company has only one location, fill out Form #1 only.

3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.

4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.

5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:

Procurement Office of the City of Ann Arbor
(734) 794-6576

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance.

**CITY OF ANN ARBOR HUMAN RIGHTS OFFICE
CONTRACT COMPLIANCE FORM**

Form #1

Entire Organization (Totals for All Locations where applicable)

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
(Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)													
	Male						Female						TOTAL COLUMNS A-L	
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native		
A	B	C	D	E	F	G	H	I	J	K	L			
Exec/Sr. Level Officials														
Supervisors														
Professionals														
Technicians														
Sales														
Admin. Support														
Craftspeople														
Operatives														
Service Workers														
Laborers/Helper														
Apprentices														
Other														
TOTAL														
PREVIOUS YEAR TOTAL														

**CITY OF ANN ARBOR HUMAN RIGHTS OFFICE
CONTRACT COMPLIANCE FORM**

Form #2

Local Office (Only those employees that will do local or on-site work, if applicable)

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
(Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						TOTAL COLUMNS A-L
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic LatinO	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
A	B	C	D	E	F	G	H	I	J	K	L		
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

APPENDIX B – LIVING WAGE FORMS

**City of Ann Arbor
LIVING WAGE ORDINANCE
DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the Living Wage. This wage must be paid to the employees for the length of the contract/project.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:

_____ This **company** is exempt due to the fact that we employ or contract with fewer than 5 individuals.

_____ This **non-profit agency** is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.17/hour when health care is provided, or no less than \$13.57/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2012.

b) Please check the boxes below which apply to your workforce:

Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes_____ No_____

OR

Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes_____ No_____

c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.

d) To provide the City payroll records or other documentation as requested; and,

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

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

Company Name

Address City State Zip

Signature of Authorized Representative

Phone (area code)

Type or Print Name and Title

Email address

Date signed

Questions about this form? Please contact:
Procurement Office City of Ann Arbor
Phone: 734/794-6576

LW-2

CITY OF ANN ARBOR

RATE EFFECTIVE MAY 1, 2012 - ENDING APRIL 30, 2013

\$12.17 per hour

If the employer provides health care benefits*

\$13.57 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.

For Additional Information or to File a Complaint Contact:

Linda Newton, Procurement Officer
734/794-6576 or Lnewton@a2gov.org.

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