PUBLIC IMPROVEMENT REQUEST FOR PROPOSAL

RFP# 23-11

GEDDES AVENUE AND 2190 SOUTH STATE STREET RETAINING WALLS

City of Ann Arbor
ENGINEERING UNIT / PUBLIC SERVICES AREA



Due Date: April 25, 2023, by 10:00 a.m. (local time)

Issued By:

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

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SECTION I - GENERAL INFORMATION

A. OBJECTIVE

<<<The purpose of this Request for Proposal (RFP) is to select a contractor to provide construction services for the Geddes Avenue and 2190 South State Street Retaining Walls.

B. BID SECURITY

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

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

C. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS

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

All questions shall be submitted on or before April 14, 2023, at 5:00 p.m. (local time), and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Tracy Anderson, P.E., - TAnderson@a2gov.org

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Buyer - <a href="maileo-color: blue-mailed-color: blue

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

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

D. PRE-PROPOSAL MEETING

A virtual (Microsoft Teams) pre-proposal conference for this project will be held on **Friday, April 14, 2023, at 10:30 a.m.** Contact the project manager, Tracy Anderson, P.E. (<u>TAnderson@a2gov.org</u>), by 9:00 a.m. on the date of the conference to arrange for an email meeting invitation.

Attendance at this conference is highly recommended. Administrative and technical questions regarding this project will be answered at this time. The pre-proposal conference 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 proposal will be affirmed in an addendum.

E. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the prospective bidder. An official authorized to bind the bidder to its provisions must sign the proposal. Each proposal must remain valid for at least one hundred and twenty (120) days from the due date of this RFP.

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

F. SELECTION CRITERIA

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

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

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

G. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before April 25, 2023, by 10:00 a.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile will not be considered or accepted.

Each respondent should submit in a sealed envelope:

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

Proposals submitted should be clearly marked: RFP No. 23-11 – Geddes Avenue and 2190 South State Street Retaining Walls and list the bidder's name and address.

Proposals must be addressed and delivered to:

City of Ann Arbor c/o Customer Service 301 East Huron Street Ann Arbor, MI 48107

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

Hand delivered proposals may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is open to the public Monday through Friday from 8am to 5pm (except holidays). The City will not be liable to any prospective bidder for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal.

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

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

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

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

H. DISCLOSURES

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

I. TYPE OF CONTRACT

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

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

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

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

J. NONDISCRIMINATION

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

K. WAGE REQUIREMENTS

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

Pursuant to Resolution R-16-469 all public improvement contractors are subject to prevailing wage and will be required to provide to the City payroll records sufficient to demonstrate compliance with the prevailing wage requirements. Use of Michigan

Department of Transportation Prevailing Wage Forms (sample attached hereto) or a City-approved equivalent will be required along with wage rate interviews.

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

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

L. CONFLICT OF INTEREST DISCLOSURE

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

M. COST LIABILITY

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

N. DEBARMENT

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

O. PROPOSAL PROTEST

All proposal protests must be in writing and filed with the Purchasing Manager within five (5) business days of any notices of intent. The bidder must clearly state the

reasons for the protest. If any bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the bidder to the Purchasing Manager. The Purchasing Manager will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee, whose decision shall be final.

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

P. SCHEDULE

The following is the schedule for this RFP process.

Activity/Event Anticipated Date

Written Question Deadline April 14, 2023, 5:00 p.m. (Local Time)

Addenda Published (if needed) Week of April 17, 2023

Proposal Due Date April 25, 2023, 10:00 a.m. (Local Time)

Selection/Negotiations May 2023 Expected City Council Authorizations June 2023

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

Q. IRS FORM W-9

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

R. RESERVATION OF RIGHTS

- 1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
- 2. The City reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by the City to be in its best interest.
- 3. The City reserves the right to request additional information from any or all bidders.
- 4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
- 5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.

- 6. The City reserves the right to select one or more contractors or service providers to perform services.
- 7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
- 8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within the RFP.

S. <u>IDLEFREE ORDINANCE</u>

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

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

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

In addition, generators and other internal combustion engines are covered.

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

T. ENVIRONMENTAL COMMITMENT

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

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

U. MAJOR SUBCONTRACTORS

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

V. LIQUIDATED DAMAGES

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

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

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

SECTION II - SCOPE OF WORK

Please see the plan set for more details.

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

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

Bidders should organize Proposals into the following Sections:

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

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

Pursuant to Sec 1:325 of the City Code which sets forth requirements for evaluating public improvement bids, Bidders should submit the following:

A. Qualifications, Experience and Accountability - 20 Points

- 1. Qualifications and experience of the bidder and of key persons, management, and supervisory personnel to be assigned by the bidder.
- 2. References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.
- 3. Evidence of any quality control program used by the bidder and the results of any such program on the bidder's previous projects.
- 4. A statement from the bidder as to any major subcontractors it expects to engage including the name, work, and amount.

B. Workplace Safety – 20 Points

1. Provide a copy of the bidder's safety program, and evidence of a safety-training program for employees addressing potential hazards of the proposed job site.

- Bidder must identify a designated qualified safety representative responsible for bidder's safety program who serves as a contact for safety related matters.
- 2. Provide the bidder's Experience Modification Rating ("EMR") for the last three consecutive years. Preference within this criterion will be given to an EMR of 1.0 or less based on a three-year average.
- 3. Evidence that all craft labor that will be employed by the bidder for the project has, or will have prior to project commencement, completed at least an authorized 10-hour OSHA Construction Safety Course.
- 4. For the last three years provide a copy of any documented violations and the bidder's corrective actions as a result of inspections conducted by the Michigan Occupational Safety & Health Administration (MIOSHA), U.S. Department of Labor Occupational Safety and Health Administration (OSHA), or any other applicable safety agency.

C. Workforce Development – 20 Points

- 1. Documentation as to bidder's pay rates, health insurance, pension, or other retirement benefits, paid leave, or other fringe benefits to its employees.
- 2. Documentation that the bidder participates in a Registered Apprenticeship Program that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the USDOL Office of Apprenticeship. USDOL apprenticeship agreements shall be disclosed to the City in the solicitation response.
- 3. Bidders shall disclose the number of non-craft employees who will work on the project on a 1099 basis, and the bidders shall be awarded points based on their relative reliance on 1099 work arrangements with more points assigned to companies with fewer 1099 arrangements. Bidders will acknowledge that the City may ask them to produce payroll records at points during the project to verify compliance with this section.

D. Social Equity and Sustainability – 20 Points

- 1. A statement from the bidder as to what percentage of its workforce resides in the City of Ann Arbor and in Washtenaw County, Michigan. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders employ individuals in either the city o the county Washtenaw County jurisdiction is prioritized for evaluation purposes for this solicitation.
- 2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

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

E. Schedule of Pricing/Cost – 20 Points

| Company: | | |
|----------|--|--|
| Company: | | |

Unit Price Bid

| Item No. | Item Description | <u>Unit</u> | Estimated Quantity | Unit Price | <u>Total Price</u> |
|-----------|---|-------------|-----------------------|-----------------|--------------------|
| itom ivo. | item beserption | <u>Omt</u> | Quantity | <u>Omer nec</u> | 1010111100 |
| 1047051 | _Certified Payroll Compliance and Reporting | LSUM | 1.00 | \$ | \$ |
| 1047051 | _General Conditions, Max \$30,000.00 | LSUM | 1.00 | \$ | \$ |
| 2020002 | Tree, Rem, 19 inch to 36 inch | Ea | 2.00 | \$ | \$ |
| 2020004 | Tree, Rem, 6 inch to 18 inch | Ea | 3.00 | \$ | \$ |
| 2040025 | Fence, Rem | Ft | 142.00 | \$ | \$ |
| 2047001 | _Exploratory Excavation, Vertical | Ft | 10.00 | \$ | \$ |
| 2047011 | _Rockery Wall, Rem | Syd | 8.00 | \$ | \$ |
| 2047011 | _Rockery Wall, Rem and Salv | Syd | 5.00 | \$ | \$ |
| 2047010 | _Timber Wall, Rem | Sft | 275.00 | \$ | \$ |
| 2047011 | _Sidewalk and Stairway, Any Type and Thickness, Rem | Syd | 156.00 | \$ | \$ |
| 2057011 | _Grading, Curb Ramps | Syd | 14.00 | \$ | \$ |
| 2057011 | _Grading, Sidewalk | Syd | 177.00 | \$ | \$ |
| 2057021 | _Undercutting, Type IIB | Cyd | 5.00 | \$ | \$ |
| 2087050 | _Erosion Control, Inlet Filter | Ea | 4.00 | \$ | \$ |
| 2090001 | Project Cleanup | LSUM | 1.00 | \$ | \$ |

| <u>Item No.</u> | Item Description | <u>Unit</u> | Estimated Quantity | Unit Price | Total Price |
|-----------------|---|-------------|-----------------------|------------|-------------|
| 3010002 | Subbase, CIP | Cyd | 20.00 | \$ | \$ |
| 4030304 | Dr Structure, Tap, 4 inch | Ea | 1.00 | \$ | \$ |
| 7067010 | _Retaining Wall, Modular Block | Sft | 275.00 | \$ | \$ |
| 7067010 | _Retaining Wall, Conc, with Thin Stone Veneer | Sft | 640.00 | \$ | \$ |
| 7067010 | _Rockery Wall, Install Salv | Sft | 41.00 | \$ | \$ |
| 8030020 | Railing for Steps | Ft | 12.00 | \$ | \$ |
| 8030100 | Steps, Conc | Cyd | 5.00 | \$ | \$ |
| 8037001 | _Detectable Warning Surface, Modified | Ft | 12.00 | \$ | \$ |
| 8037010 | _Curb Ramp, Conc, 6 inch, Modified | Sft | 105.00 | \$ | \$ |
| 8037010 | _Sidewalk, Conc, 4 inch, Modified | Sft | 1,321.00 | \$ | \$ |
| 8087001 | _Fence, Ornamental, Alternate 1 | Ft | 180.00 | \$ | \$ |
| 8087001 | _Fence, Ornamental Alternate 2 | Ft | 180.00 | \$ | \$ |
| 8087001 | _Fence, Protective, Modified | Ft | 65.00 | \$ | \$ |
| 8087050 | _Fence Gate, 6 foot, for Alternate 1 Fence | Ea | 2.00 | \$ | \$ |
| 8087050 | _Fence Gate, 6 foot, for Alternate 2 Fence | Ea | 2.00 | \$ | \$ |
| 8120035 | Channelizing Device, 42 inch, Fluorescent, Furn | Ea | 125.00 | \$ | \$ |
| 8120036 | Channelizing Device, 42 inch, Fluorescent, Oper | Ea | 125.00 | \$ | \$ |
| 8120140 | Lighted Arrow, Type C, Furn | Ea | 1.00 | \$ | \$ |

| Item No. | Item Description | <u>Unit</u> | Estimated Quantity | <u>Unit Price</u> | Total Price |
|----------|---|-------------|-----------------------|-------------------|-------------|
| 8120141 | Lighted Arrow, Type C, Oper | Ea | 1.00 | \$ | \$ |
| 8120310 | Sign Cover | Ea | 20.00 | \$ | \$ |
| 8120350 | Sign, Type B, Temp, Prismatic, Furn | Sft | 368.00 | \$ | \$ |
| 8120351 | Sign, Type B, Temp, Prismatic, Oper | Sft | 368.00 | \$ | \$ |
| 8120370 | Traf Regulator Control | LSUM | 1.00 | \$ | \$ |
| 8120026 | Pedestrian Type II Barricade, Temp | Ea | 4.00 | \$ | \$ |
| 8127051 | _Minor Traffic Control, Max \$15,000.00 | LSUM | 1.00 | \$ | \$ |
| 8150547 | Betula nigra, tree form, 2 inch | Ea | 1.00 | \$ | \$ |
| 8152540 | Pachysandra terminalis, 2 inch pot | Ea | 272.00 | \$ | \$ |
| 8167011 | _Turf Establishment, Performance | Syd | 215.00 | \$ | \$ |
| 8100403 | Sign, Type III, Rem | Ea | 1.00 | \$ | \$ |
| | | | T | OTAL THIS PAGE | \$ |
| | | | TOTA | L FROM PAGE 15 | \$ |
| | | | TOTA | L FROM PAGE 16 | \$ |
| | | | 7 | TOTAL BASE BID | \$ |

F. AUTHORIZED NEGOTIATOR / NEGOTIATIBLE ELEMENTS (ALTERNATES)

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

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

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

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

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

G. ATTACHMENTS

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

PROPOSAL EVALUATION

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

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

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

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

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

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

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

PREPARATION OF PROPOSALS

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

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

ADDENDA

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

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

SECTION IV - ATTACHMENTS

Attachment A – Sample Standard Contract

Attachment B – General Declarations

Attachment C - Legal Status of Bidder

Attachment D – Prevailing Wage Declaration of Compliance Form

Attachment E – Living Wage Declaration of Compliance Form

Attachment F – Living Wage Ordinance Poster

Attachment G – Vendor Conflict of Interest Disclosure Form

Attachment H – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment I – Non-Discrimination Ordinance Poster

Sample Certified Payroll Report Template

ATTACHMENT A SAMPLE STANDARD CONTRACT

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

| | Administrative Use Only Contract Date: |
|---|--|
| CONTRACT | |
| THIS CONTRACT is between the CITY OF ANN ARBOR East Huron Street, Ann Arbor, Michigan 48104 ("City") ar("Contractor") | |
| (An individual/partnership/corporation, include state of inc | corporation) (Address) |
| Based upon the mutual promises below, the Contractor a | and the City agree as follows: |
| ARTICLE I - Scope of Work | |
| The Contractor agrees to furnish all of the materials, equip by all the duties and responsibilities applicable to it for 2190 South State Street Retaining Walls; RFP No. 23 -and provisions of the following documents, including all any of the documents, all of which are incorporated as page | the project titled Geddes Avenue and 11 in accordance with the requirements written modifications incorporated into |
| Non-discrimination and Living Wage Declaration of Compliance Forms (if applicable) Vendor Conflict of Interest Form Prevailing Wage Declaration of Compliance Form (if applicable) Bid Forms Contract and Exhibits | General Conditions Standard Specifications Detailed Specifications Plans Addenda |
| Bonds | |

ARTICLE II - Definitions

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

Project means Geddes Avenue and 2190 South State Street Retaining Walls; RFP No. 23-11.

Supervising Professional means the person acting under the authorization of the manager of the Administering Service Area/Unit. At the time this Contract is executed, the Supervising Professional is: **Tracy Anderson** whose job title is **Project Manager**. If there is any question concerning who the Supervising Professional is, Contractor shall confirm with the manager of the Administering Service Area/Unit.

| Contractor's Representative means | | [Insert name] | whose j | job | title | is |
|-----------------------------------|--|---------------|---------|-----|-------|----|
| [Insert job title]. | | | | | | |

ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.
- (B) The entire work for this Contract shall be completed by August 12, 2023.
- (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 \$800.00 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

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

ARTICLE IV - The Contract Sum

| (A) | The City shall pay to the Contractor for the perfo prices as given in the Bid Form for the estimated | • | the uni |
|-----|---|-------------|---------|
| | | Dollars (\$ | _) |

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

ARTICLE V - Assignment

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

ARTICLE VI - Choice of Law

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

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

ARTICLE VII - Relationship of the Parties

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

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

ARTICLE VIII - Notice

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

ARTICLE IX - Indemnification

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

ARTICLE X - Entire Agreement

This Contract represents the entire understanding between the City and the Contractor, and it supersedes all prior representations, negotiations, agreements, or understandings whether written or oral. Neither party has relied on any prior representations in entering into this Contract. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Contract, regardless of the other party's failure to object to such form. This Contract shall be binding on and shall inure to the benefit of the parties

to this Contract and their permitted successors and permitted assigns and nothing in this Contract, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Contract. This Contract may be altered, amended, or modified only by written amendment signed by the City and the Contractor.

ARTICLE XI – Electronic Transactions

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

| FOR CONTRACTOR | FOR THE CITY OF ANN ARBOR |
|----------------|---|
| Ву | By Christopher Taylor, Mayor |
| Its: | |
| | By Jacqueline Beaudry, City Clerk |
| | Approved as to substance |
| | By Milton Dohoney, Jr., City Administrato |
| | By Brian Steglitz, Public Services Area Administrator |
| | Approved as to form and content |
| | Atleen Kaur, City Attorney |

PERFORMANCE BOND

| (1) | | |
|-------------|--------------------------------|--|
| | of | (referred to as |
| | "Principal"), and | , a corporation |
| | | is in the State of Michigan (referred to as "Surety"), are bound |
| | | nigan (referred to as "City"), for \$, |
| | . , | cipal and Surety bind themselves, their heirs, executors, |
| (2) | | nd assigns, jointly and severally, by this bond. written Contract with the City entitled |
| (2) | The Fillicipal has efficied a | , for |
| | REP No and this hor | nd is given for that Contract in compliance with Act No. 213 |
| | | of 1963, as amended, being MCL 129.201 et seq. |
| (3) | | eclared by the City to be in default under the Contract, the |
| (-) | • | the default or shall promptly: |
| | | accordance with its terms and conditions; or |
| | | or submission to the City for completing the Contract in |
| | accordance with its terms and | d conditions, and upon determination by Surety of the lowest |
| | responsible bidder, arrange | for a Contract between such bidder and the City, and make |
| | | es, sufficient funds to pay the cost of completion less the |
| | | e; but not exceeding, including other costs and damages for |
| (4) | | ereunder, the amount set forth in paragraph 1. |
| (4) | , | tion to the City if the Principal fully and promptly performs |
| (5) | under the Contract. | a autonaian of time alteration or addition to the terms of the |
| (5) | | e, extension of time, alteration or addition to the terms of the eperformed thereunder, or the specifications accompanying |
| | | s obligations on this bond, and waives notice of any such |
| | | alteration or addition to the terms of the Contract or to the |
| | work, or to the specifications | |
| (6) | | city agree that signatures on this bond may be delivered |
| () | | riginal signature and agree to treat electronic signatures as |
| | | hem to this bond. This bond may be executed and delivered |
| | by facsimile and upon such | delivery, the facsimile signature will be deemed to have the |
| | same effect as if the original | signature had been delivered to the other party. |
| | | |
| SIGNE | ED AND SEALED this | _ day of, 202 |
| | | |
| (Name | e of Surety Company) | (Name of Principal) |
| | • • • • | · · · · · · · · · · · · · · · · · · · |
| | ignature) | Ву |
| (3) | griatur <i>e)</i> | (Signature) |
| 14 | | , - , |
| Its | o of Office) | _ Its |
| (Tiu | e of Office) | (Title of Office) |
| Δ | | Name and address of another |
| Approv | ved as to form: | Name and address of agent: |
| | | |
| Atleen | Kaur, City Attorney | - |
| , | radi, Oity / morridy | |

LABOR AND MATERIAL BOND

| (1) | | | | | |
|---------------|---|----------------------|--|--|--|
| | of | | (referred to | | |
| | as "Principal"), and | | , a corporation | | |
| | | | te of Michigan, (referred to as "Surety"), are | | |
| | • | | referred to as "City"), for the use and benefit of | | |
| | | | Public Acts of 1963, as amended, being MCL | | |
| | 129.201 <u>et seq</u> ., in the an | | | | |
| | | | of which Principal and Surety bind themselves, | | |
| | | Iministrators, succ | cessors and assigns, jointly and severally, by | | |
| | this bond. | | | | |
| (2) | The Principal has entered | d a written Contrac | ct with the City entitled | | |
| | | | , for | | |
| | RFP No | | ; and this bond is | | |
| | given for that Contract in as amended; | compliance with A | ct No. 213 of the Michigan Public Acts of 1963 | | |
| (3) | If the Principal fails to pro | mptly and fully rep | pay claimants for labor and material reasonably | | |
| ` , | required under the Contra | act, the Surety sha | all pay those claimants. | | |
| (4) | Surety's obligations shall | not exceed the ar | mount stated in paragraph 1, and Surety shall | | |
| | have no obligation if the F | Principal promptly | and fully pays the claimants. | | |
| (5) | Principal, Surety, and th | e City agree tha | t signatures on this bond may be delivered | | |
| , , | electronically in lieu of an original signature and agree to treat electronic signatures as | | | | |
| | original signatures that bi | nd them to this bo | nd. This bond may be executed and delivered | | |
| | by facsimile and upon su | ich delivery, the fa | acsimile signature will be deemed to have the | | |
| | same effect as if the origi | nal signature had | been delivered to the other party. | | |
| SIGN | IED AND SEALED this | day of | , 202 | | |
| | | , | | | |
| (Nan | ne of Surety Company) | | (Name of Principal) | | |
| • | | | By | | |
| - Jy <u>-</u> | Signature) | | | | |
| (- | signataro) | | (Signature) | | |
| lte | | | Its | | |
| /T | itle of Office) | | (Title of Office) | | |
| (' | itic of office) | | (Title of Chice) | | |
| Appr | roved as to form: | | Name and address of agent: | | |
| Δtloo | en Kaur, City Attorney | | | | |
| Auce | on Radi, Oity 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) Special Provisions;
- (4) Supplemental Specifications; (5) Standard Specifications; (6) Plans; (7) General Conditions;
- (8) Contract; (9) Bid Forms; (10) Bond Forms; (11) Bid.

Section 2 - Order of Completion

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

Section 3 - Familiarity with Work

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

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

Section 4 - Wage Requirements

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

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

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

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

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

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

Section 5 - Non-Discrimination

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

Section 6 - Materials, Appliances, Employees

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

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

Adequate sanitary facilities shall be provided by the Contractor.

Section 7 - Qualifications for Employment

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

Section 8 - Royalties and Patents

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

Section 9 - Permits and Regulations

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

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

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

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

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

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

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

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

Section 11 - Inspection of Work

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

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

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

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

Section 12 - Superintendence

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

Section 13 - Changes in the Work

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

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

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

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

Section 14 - Extension of Time

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

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

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

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

Section 15 - Claims for Extra Cost

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

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

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

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

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

Section 16 - Progress Payments

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

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

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

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

Section 17 - Deductions for Uncorrected Work

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

Section 18 - Correction of Work Before Final Payment

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

If the Contractor does not remove the condemned work and materials within I0 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 quarantees.

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

Section 20 - Suspension of Work

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

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

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

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

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

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

Section 22 - Contractor's Right to Terminate Contract

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

Section 23 - City's Right To Do Work

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

Section 24 - Removal of Equipment and Supplies

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

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

Section 25 - Responsibility for Work and Warranties

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

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

Section 26 - Partial Completion and Acceptance

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

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

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

Section 27 - Payments Withheld Prior to Final Acceptance of Work

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

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

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

Section 28 - Contractor's Insurance

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

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

Required insurance policies include:

#4 000 000 F I

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

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

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

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

- (c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
- (d) Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- (2) Insurance required under subsection (1)(b) and (1)(c) above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute

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

Section 29 - Surety Bonds

Bonds will be required from the successful bidder as follows:

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

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

Section 30 - Damage Claims

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

Section 31 - Refusal to Obey Instructions

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

Section 32 - Assignment

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

Section 33 - Rights of Various Interests

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

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

Section 34 - Subcontracts

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

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

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

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

Section 35 - Supervising Professional's Status

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

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

Section 36 - Supervising Professional's Decisions

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

Section 37 - Storing Materials and Supplies

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

Section 38 - Lands for Work

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

Section 39 - Cleaning Up

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

Section 40 - Salvage

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

Section 41 - Night, Saturday or Sunday Work

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

Section 42 - Sales Taxes

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

Section 43

CONTRACTOR'S DECLARATION

| I hereby declare that I have not, during the | | | | |
|---|-----------------------|-----------------|---------------|-------------|
| , performed any work, furnished any mate | | | | |
| done anything in addition to the regular ite | | | | |
| titled, fo | or which I shall | ask, demand | d, sue for, | or claim |
| compensation or extension of time from | the City, except as | I hereby mal | ke claim for | additional |
| compensation or extension of time as s | | | | |
| declare that I have paid all payroll obligation | ons related to this C | ontract that ha | ive become d | lue during |
| the above period and that all invoices rela | | | e than 30 day | ys prior to |
| this declaration have been paid in full exc | ept as listed below. | | | |
| TI : " . (O | | | ., | |
| There is/is not (Contractor please circle or | | | | statement |
| attached regarding a request for additional | ai compensation or | extension of t | ime. | |
| | | | | |
| | | | | |
| Contractor | Date | | | |
| | | | | |
| Ву | | | | |
| (Signature) | | | | |
| | | | | |
| Its | | | | |
| (Title of Office) | | | | |
| | | | | |

Past due invoices, if any, are listed below.

Section 44

CONTRACTOR'S AFFIDAVIT

| The undersigned Contractor, | , represents tr | nation, |
|--|--|--|
| 20, it was awarded a contract by the C the terms and conditions of a Contract titl | ity of Ann Arbor, Michigan to | under |
| the terms and conditions of a Contract titl | ed | The Contractor |
| represents that all work has now been according | complished and the Contract is | complete. |
| The Contractor warrants and certifies that has been fully paid or satisfactorily secure for labor and material used in accomplish the performance of the Contract, have be agrees that, if any claim should hereafter upon request to do so by the City of Ann A | ed; and that all claims from sub ing the project, as well as all ot een fully paid or satisfactorily s arise, it shall assume respons | ocontractors and others ther claims arising from settled. The Contractor |
| The Contractor, for valuable consideration any and all claims or right of lien which the premises for labor and material used in the | e Contractor now has or may a | cquire upon the subject |
| This affidavit is freely and voluntarily giver | with full knowledge of the facts | 2 |
| This amount is neerly and voluntarily given | with fall knowledge of the facts | . |
| | | |
| Contractor | Date | |
| _ | | |
| By | | |
| (Signature) | | |
| Its | | |
| (Title of Office) | | |
| Subscribed and sworn to before me, on th | is 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 Michigan Department of Transportation 2020 Standard Specifications for Construction in effect at the date of availability of the contract documents stipulated in the Bid. All work under this Contract which is not included in these Standard Specifications, or which is performed using modifications to these Standard Specifications, shall be performed in accordance with the Detailed Specifications included in these contract documents.

Standard Specifications are available online:

https://www.michigan.gov/mdot/-/media/Project/Websites/MDOT/Business/Construction/Standard-Specifications-Construction/2020-Standard-Spec-Construction-with-Errata-Incorporated-Info-Only.pdf

DETAILED SPECIFICATIONS

DETAILED SPECIFICATION FOR CERTIFIED PAYROLL COMPLIANCE AND REPORTING

SDA:DAD 1 of 2 02/22/23

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

The intent of this specification is **not** to include the actual labor costs associated with the payment of prevailing wages as required. Properly incorporate those costs in all other contract items of work bid for the project.

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

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

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

Submit certified payrolls on City-provided forms or forms used by the Contractor, as long as the Contractor forms contain all required payroll information. If the Contractor elects to provide its own forms, the Supervising Professional shall approve of their use prior to the beginning of onsite work.

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

The City will not extend the contract completion date as a result of its investigation of the as-bid amount for this item of work, even if the anticipated contract award date must be adjusted. The only exception will be if the Contractor adequately demonstrates that their costs were appropriate and justifiable. In such case, the City will adjust the contract completion date by the number of

calendar days commensurate with the length of its investigation if it cannot meet the published Notice to Proceed date of the work. The City will not allow adjustments to contract unit prices for all other items of work due to the adjustment of contract completion date.

d. Measurement and Payment. Measure and pay for the completed work, as described, at the contract unit price using the following pay item:

| Pay Item | Pay Unit |
|--|----------|
| Certified Payroll Compliance and Reporting | Lump Sum |

Measure **Certified Payroll Compliance and Reporting** by the unit lump sum and pay for it at the contract unit price, which price includes costs for all supervisory, accounting, and administrative labor, and equipment and materials necessary to complete the work of monitoring, performing and maintaining compliance with the tasks required of this Detailed Specification.

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

DETAILED SPECIFICATION FOR WORKING IN THE RAIN OR IN THE DARK

SDA:DAD 1 of 1 02/22/23

a. Description.

Working in the Rain

The Engineer may delay or stop the work due to threatening weather conditions. The Contractor will not work in the rain unless authorized in writing by the Engineer.

The Contractor is solely responsible for repairing all damages to the work and to the site, including any City infrastructure, and any adjacent properties resulting from its decision to work in the rain.

Working in the Dark

The Contractor will not work in the dark except as approved by the Engineer and will provide lighting for night work as detailed elsewhere in this contract.

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

The Contractor is solely responsible for repairing all damages to the work and to the site, including any City infrastructure, and any adjacent properties, which result from working in the dark.

b. Measurement and Payment.

No compensation shall be due the Contractor for unused materials or downtime due to rain, or the threat of rain.

No compensation shall be due to the Contractor for unused materials or downtime when the Engineer directs work stoppage for reasons due to darkness and/or inadequate remaining daylight.

DETAILED SPECIFICATION FOR GENERAL CONDITIONS

SDA: JAB/DAD 1 of 2 02/22/23

- **a. Description.** This item comprises all work described and required by the plans and specifications at each project location for which the contract contains no item(s) of work, including but not limited to the following:
 - Scheduling, coordination, and organization of all work, subcontractors, suppliers, testing, inspection, surveying, and staking.
 - Coordination of, and cooperation with, other contractors, agencies, departments, and utilities.
 - Protection and maintenance of utilities.
 - Maintaining drainage.
 - Furnishing, placement, and grading of maintenance gravel to construct any temporary driveways, sidewalks and/or sidewalk ramps necessary for construction of the proposed work.
 - Maintaining driveways drive openings, sidewalks, bike paths, mail deliveries, and solid waste/recycle pick-ups. This includes the placement and maintenance of gravel in driveway openings as directed by the Engineer.
 - Storing all materials and equipment off lawn areas.
 - Temporary relocation and final replacement/re-setting of mailboxes.
 - Coordination efforts to furnish various HMA mixtures as directed by the Engineer.
 - Coordination efforts to furnish and operate various-size vehicles/equipment as directed by the Engineer.
 - Furnishing and operating vacuum-type street cleaning equipment a minimum of once per week or more frequently as directed by the Engineer.
 - Protecting all sewers, and drainage and utility structures including manholes, gate
 wells, valve boxes, inlet structures, roadside ditches, and culverts from damage and
 contamination by debris and construction materials. Keeping structures and culverts
 clean of construction debris and properly covered/protected at all times during the
 construction. Immediately cleaning any structures, sewers, culverts and/or roadside
 ditches contaminated with construction debris resulting from Contractor operations
 and/or work activities.
 - Disposing of excavated materials and debris The Contractor shall dispose of, at the Contractor's expense, all excavated material. The Engineer will not pay for any costs associated with this work separately.
 - Furnishing and operating vacuum-type utility structure cleaning equipment.
 - Furnishing and operating both vibratory plate and pneumatic-type ("pogo-stick") compactors.
 - Furnishing and operating a backhoe during all work activities.

- Furnishing and operating a jackhammer and air compressor during all work activities.
- Noise and dust control.
- Mobilization(s) and demobilization(s).
- Furnishing submittals and certifications for materials and supplies.
- All miscellaneous and incidental items such as overhead, insurance, and permit fees.
- Meeting all requirements relating to Debarment Certification, Davis Bacon Act, and Disadvantaged Business Enterprise, and providing the necessary documentation.

The Appendix of the contract documents provides data pertaining to existing soil borings to assist the Engineer and Contractor with determining the soil conditions within the construction area. The City in no way guarantees existing conditions to be the same as shown in the data. The Contractor is solely responsible for any/all conclusions it may draw from the data.

Quantities as given are approximate and are estimates for bidding purposes. The City does not guarantee their totals and they may vary by any amount. While it is the City's intent to complete the project substantially as drawn and specified herein, quantities may be changed or reduced to zero for cost savings or other reasons. The City reserves the right to change the quantities; however, the City will not allow the Contractor to adjust unit price(s) due to such change.

- **b. Materials.** Maintenance gravel in driveway openings can be substituted with HMA millings compacted and free of any items that could cause damage to vehicles.
- c. Construction. Not specified.
- **d. Measurement and Payment.** Measure and pay for the completed work, as described, at the contract unit price using the following pay item:

Measure **General Conditions, Max \$___** by the unit lump sum and pay for it at the contract unit price, which price includes costs for all labor, equipment, and materials necessary to complete the work.

The Contractor is fully responsible for all direct and/or indirect damages to property caused by unclean or damaged sewers or structures resulting from its operations and/or work activities including any/all cost associated with such damages.

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

DETAILED SPECIFICATION FOR

MATERIAL AND SUPPLY SUBMITTALS AND CERTIFICATIONS

SDA:DAD 1 of 1 02/22/23

a. Description. This work includes submittal to the Engineer by the Contractor and its Subcontractors and prior to commencement of work; Michigan Department of Transportation (MDOT) Form 0501 showing all materials and supplies proposed for use on the project, and any product data information requested by the Engineer. MDOT Form 0501 can be found at https://mdotjboss.state.mi.us/webforms/GetDocument.htm?fileName=0501.pdf. This work also includes furnishing certifications to the Engineer for review and approval a minimum of three (3) business days prior to any scheduled delivery, installation, and/or construction of the same. The manufacturer or supplier shall certify the following materials and supplies are compliant with the contract specifications unless otherwise directed by the Engineer:

Cement and Lime

Aggregates

Admixtures and Curing Materials for

Concrete

Asphaltic Materials

Steel Reinforcement

Structural Steel

Fencing Materials

Miscellaneous Metal Products

Drainage Products

Geosynthetics

Water

Timber and Lumber

Masonry Units

Joint and Waterproofing Materials

Bridge Coating Systems

Erosion and Sedimentation Control

Materials

Turf and Landscaping Materials

Electrical and Lighting Materials

Permanent Traffic Sign and Support

Materials

Permanent Paving Marking

Materials

Permanent Traffic Signal Materials

Temporary Traffic Control Materials

Sanitary Sewer Materials

Water Main Materials

Concrete Mixtures

- b. Materials. None specified.
- c. Construction. None specified.
- **d. Measurement and Payment.** The Engineer will not pay for the work required of this detailed specification separately. The Contractor will include it in the contract unit price bid for the pay Item **General Conditions, Maximum, \$___**.

DETAILED SPECIFICATION FOR VACUUM TYPE CLEANING EQUIPMENT

SDA:DAD 1 of 1 02/22/23

- **a. Description**. This work includes furnishing and operating throughout the construction period, vacuum type street cleaning and utility structure cleaning equipment (Vac-All, Vactor, etc.) approved by the Engineer, as and when directed by the Engineer for dust control, for dirt/debris control, and for street cleaning immediately prior to paving, and for street and utility structure cleaning after all paving.
 - b. Materials. None specified.
- **c. Construction.** The Contractor shall furnish and operate throughout the construction period, vacuum type street cleaning and utility structure cleaning equipment (Vac-All, Vactor, etc.) approved by the Engineer. When directed by the Engineer, the Contract shall use this equipment to control dust, dirt, and other debris within the project limits and beyond as required, to clean streets surfaces immediately prior to placing HMA pavement mixtures, and for street and utility structure cleaning after all paving. The cleaning equipment shall be of sufficient power to remove dust, dirt, and debris from the pavement and from utility structures in and adjacent to the construction area.
- **d. Measurement and Payment.** The Engineer will not pay for the work required of this detailed specification separately. The Contractor will include it in the contract unit price bid for the pay Item **General Conditions, Maximum, \$___**.

DETAILED SPECIFICATION FOR PROJECT SCHEDULE AND PAYMENT

SDA:DAD 1 of 2 04/03/23

a. Description.

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

Complete the entirety of work under this Contract in accordance with, and subject to, the scheduling requirements as outlined below, and all other requirements of the Contract Documents.

- 1. The City expects to furnish the Contractor with two (2) copies of the Contract, for its execution, on or before **May 12**, **2023**. The Contractor shall properly execute both copies of the Contract and return them, with the required Bonds and Insurance documentation, to the City within **fifteen (15) working days**. City Council approval to award this contract is expected on **June 5**, **2023**.
- 2. By no later than the **Pre-Construction Meeting** the Contractor shall submit a detailed schedule of work for the Engineer's review and approval. The proposed schedule must fully comply with the scheduling requirements contained in this Detailed Specification. Work shall not start until a schedule is approved in writing by the Engineer. The Contractor shall update the approved work schedule at the request of the Engineer and present it to the Engineer within seven (7) calendar days of said request. It shall also be prepared to present an up-to-date approved work schedule at all progress meetings scheduled for the project.
- 3. The Contractor shall begin the work of this project on or before **July 5, 2023**, and only upon approval from the Project Engineer, and in no case without an approved detailed schedule of work, receipt of the fully executed Contract, and Notice to Proceed. Appropriate time extensions shall be granted if the Notice to Proceed is delayed beyond this date.
- 4. Conduct the work as shown on the plans and as specified in the contract. Perform and complete all work at the Geddes Avenue project location with exception to landscape plantings and turf restoration before mobilizing and working to complete the 2190 S. State Street location.
- 5. Complete and open to traffic the entire project on or before the final completion date of **August 12**, **2023**. Project completion includes but is not limited to the following: existing concrete sidewalk, ramp, and stair removals; rockery wall removals and salvaging, timber wall removal; cast-in-place and modular block retaining wall construction; stairway construction; rockery wall reinstallation; sidewalk and curb ramp construction; decorative fence installation; landscape plantings; restoration of all disturbed areas; and removal of all temporary traffic control devices.

6. The City of Ann Arbor will impose the following workday, hour and other work restrictions.

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

- Monday through Friday: 7:00 a.m. 8:00 p.m.
- Saturday: 7:00 a.m. 8:00 p.m. with notice given to City of Ann Arbor no less than 48 hours and no more than five (5) days.
- Sunday: only with written approval from the City of Ann Arbor.

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

• Independence Day: from 3:00 p.m., Monday, July 3 through 7:00 a.m., Wednesday, July 5

Time is of the essence in the performance of the work of this contract. The Contractor is expected to mobilize sufficient personnel and equipment and work throughout all authorized hours to complete the project by the intermediate (location specific) and final completion dates. Should the Contractor demonstrate that they must work on some Sundays in order to maintain the project schedule, they may do so between the hours of 9:00 a.m. and 5:00 p.m. with prior approval from the City. There will be no additional compensation due to the Contractor for work performed on Sundays.

Failure to complete all work as specified herein within the times specified herein, including time extensions granted thereto as determined by the Engineer, shall entitle the City to deduct from the payments due the Contractor, \$800.00 in Liquidated Damages, and not as a penalty, for delays in the completion of the work for each and every calendar day beyond the contract completion date required by this Detailed Specification.

Assessment of Liquidated Damages will occur until the required work is complete in the current construction season. If, with the Engineer's approval, work extends beyond seasonal limitations, the assessment of Liquidated Damages will discontinue until the work resumes in the following construction season.

b. Measurement and Payment.

If the construction contract is not complete by the specified completion date including any extensions of time granted thereto, at the sole discretion of the City of Ann Arbor it may terminate the Contract. Should this occur, no additional compensation will be due to the Contractor, and the Contractor may be forbidden to bid on future City of Ann Arbor projects for a period of at least three (3) years. If the Engineer elects to terminate the Contract, payment for contract items with a Lump Sum unit price will be up to a maximum amount equal to the percentage of the contract work that is complete at the time of termination.

Include any/all Contractor costs associated with efforts to organize, coordinate, and schedule the project work in the contract unit price bid for the pay item **General Conditions**, **Max \$**___.

DETAILED SPECIFICATION FOR MAXIMUM UNIT WEIGHT

SDA:DAD 1 of 1 02/22/23

Determination of the maximum dry density in pounds per cubic foot (lbs/ft³) will be using test method AASHTO T-180 unless otherwise directed by the Engineer. Use the determined value(s) as the maximum unit weight when measuring the in place compaction or density of soils unless such value(s) are determined by an alternate test method as directed by the Engineer.

DETAILED SPECIFICATION FOR VERTICAL EXPLORATORY EXCAVATION

SDA:DAD 1 of 2 02/22/23

a. Description. The use of this detailed specification is to compensate the Contractor to locate underground infrastructure, such as culverts, sewers, utilities, and/or to expose the existing pavement section. Use will only be as directed and approved by the Engineer. This detailed specification is not to compensate the Contractor for the responsibilities in subsection 107.12 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction.

This work consists of conducting a vertical exploratory investigation to expose an existing culvert, sewer, utility/utility service, or the existing pavement section in order to verify the location, condition, size, material, alignment and/or composition; allowing the Engineer to document the necessary information; and backfilling the excavation. It includes providing necessary lane, shoulder and/or sidewalk closures required to perform the work.

The intent of "Exploratory Excavation" is <u>not</u> to provide a means for the Contractor to locate each existing utility throughout the project, but for those that appear to be in conflict with the proposed work and their location is unclear or unknown. The Contractor is responsible for "using reasonable care to establish the precise location of the underground facilities in advance of construction" (Public Act 174 of 2013 - Miss Dig Law) as a part of the overall project contract.

- **b. Materials.** Use Granular Material Class III in accordance with section 902 of the MDOT 2020 Standard Specifications for Construction for backfill. Use material removed during exploratory investigation for backfill only if approved by the Engineer.
- **c.** Construction. The owner of any sewer or utility to be exposed will not take the facilities out of service during the exploratory investigation. Contact utility owners in accordance with subsection 107.12 of the MDOT 2020 Standard Specifications for Construction.

Establish necessary lane, shoulder and/or sidewalk closures required to perform work.

Advance the exploratory excavation using vacuum excavation, hand digging, conventional machine excavation, or a combination thereof subject to approval of the Engineer. Allow the Engineer access to document the necessary information. If the technique used to advance the excavation causes any damage to the existing facilities, immediately contact the utility owner and cease all work until Engineer approves of an alternate method.

Take care to protect the exposed culvert, sewer or utility from damage during construction. Repair or replace culvert, sewer or utility, damaged during exploratory excavation, with like materials or alternative and as approved by the Engineer.

Obtain the Engineer's approval before backfilling the excavation. Complete backfilling no later than 24 hours after approval. Backfill in accordance with subsection 204.03.C of the MDOT 2020 Standard Specifications for Construction. Dispose of excess material in accordance with subsection 205.03.P of the MDOT 2020 Standard Specifications for Construction.

The Contractor is responsible for all costs associated with the repair work and out of service time of all broken or damaged existing culverts, sewers or utilities resulting from any action by the

Contractor. If the exploratory investigation results in damage to utilities, contact the owner of such utility to coordinate the repair.

d. Measurement and Payment. Measured and pay for the completed work, as described, at the contract unit price using the following pay item:

| Pay Item | Pay Uni | |
|----------------------------------|---------|--|
| Exploratory Excavation, Vertical | Foot | |

Measure **Exploratory Investigation, Vertical** by the foot from top of existing grade vertically to the bottom of the excavation for a 4-foot maximum diameter hole, or as approved by the Engineer. Measure and pay for the excavated depth of each 4-foot maximum diameter hole separately. One paid excavation may include multiple utility verifications if the utilities are close in proximity.

Exploratory Investigation, Vertical includes all cost for labor, equipment and materials necessary to complete the work, including all costs associated with repair or replacement resulting from the Contractor's activities.

DETAILED SPECIFICATION FOR RETAINING WALL REMOVAL/SALVAGE

SDA:DAD 1 of 1 04/04/23

- **a. Description.** This work includes the removal of existing timber retaining walls and portions of existing rockery retaining walls, and the removal and salvage of portions of existing rockery walls all to construct new retaining walls. Perform this work in accordance with section 204 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, as directed by the Engineer, and as modified herein.
- **b. Materials.** Provide materials in accordance with those specified in subsection 240.02 of the MDOT Standard Specifications for Construction.
- **c. Construction.** Use construction methods as described in subsection 204.03.E of the MDOT Standard Specifications for Construction, and as directed by the Engineer.

During removal operations take care not to damage existing rockery wall materials that are to be salvaged, and store and protect these materials in a secure location for later reinstallation.

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

d. Measurement and Payment. Measure and pay for the completed work, as described, at the contract unit prices using the following pay items:

| Pay Item | Pay Unit |
|----------------------------|-------------|
| Rockery Wall, Rem | Square Yard |
| Rockery Wall, Rem and Salv | Square Yard |
| Timber Wall, Rem | Square Yard |

Measure Rockery Wall, Rem, Rockery Wall, Rem and Salv, and Timber Wall, Rem areas respectively in place by the unit square yard and pay for them at their respective contract unit prices, which prices include the costs for all labor, equipment, and materials necessary to complete the work.

DETAILED SPECIFICATION FOR SIDEWALK AND STAIRWAY REMOVALS

SDA:DAD 1 of 2 04/03/23

- **a. Description.** This work consists of removing concrete items including sidewalks, curb ramps, and stairways as shown on the plans in accordance with section 204 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, except as specified herein or as directed by the Engineer.
- **b. Materials.** Provide materials in accordance with those specified in subsection 204.02 of the MDOT Standard Specifications for Construction.
- **c.** Construction. Complete this work, as applicable, according to in subsection 204.03 of the MDOT Standard Specifications for Construction, as described below, and as directed by the Engineer.

The work includes removing sidewalks, curb ramps and stairways, all regardless of type and thickness, and all as shown on the plans as "Remove Concrete Sidewalk and Pavement – Any Thickness". This work also includes removing curbs and/or retaining walls placed integrally with or directly adjacent to sidewalk and curb ramps shown on the plans as "Remove Concrete Wall", and the removal of any/all types of stair railings.

Replace sidewalk and curb ramps within 24 hours of their removal unless otherwise directed and/or approved by the Engineer.

Prior to the start of work, the Engineer and Contractor together will identify, and field measure all concrete removal items. The Engineer will approve of all removal limits prior to the Contractor performing any concrete removal work.

Perform full-depth horizontal and transverse saw cutting at removal limits including those necessary to provide for the partial removal of existing sidewalk, curb ramp, stairs or other amenities as shown on the plans, as directed by the Engineer, and as marked for removal. The Contractor will cut steel reinforcement bars as directed by the Engineer at all areas of removal. Perform any/all saw cutting under wet conditions to prevent excessive airborne dust. Clean up any/all resulting slurry and debris to the satisfaction of the Engineer immediately after performing saw cutting work.

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

The Contractor will coordinate with the City Forester prior to the removal of any tree roots two (2) inches in diameter or larger in size.

At various times throughout the work, the Engineer may direct the Contractor to use smaller and/or lighter equipment, and to defer certain work tasks, to protect the grade and/or adjacent

areas. The Contractor will not be entitled to any additional compensation for the use of smaller equipment, lighter equipment, or work task deferral.

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

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

The Engineer may direct subbase and aggregate base materials to be either removed from or added to the jobsite, to properly complete the work.

At all times, protect all excavated/removal areas with barricades and/or fencing.

Removed or excavated materials not incorporated into the work will become the property of the Contractor and be immediately removed and properly disposed of off-site. DO NOT stockpile overnight on site, or adjacent to it, any removed or excavated materials.

Replace and compact any/all base, subbase, or subgrade materials removed without authorization with materials specified by the Engineer.

d. Measurement and Payment. Measure and pay for the completed work, as described, at the respective contract unit prices using the following respective pay items:

Pay Item Pay Unit

Sidewalk and Stairway, Any Type and Thickness, Rem......Square Yard

Measure Sidewalk and Stairway, Any Type and Thickness, Rem area in place in their original position by the square yard and pay for it at the contract unit price, which price includes the costs for all labor, equipment, and materials to complete the work. Measure stairs by cumulative surface area of the width and depth of each tread from the joint or other entity that defines the lower limit of the stairway to that which defines the upper limit.

The cost of breaking down and removing, sawing, disposing of materials, and providing, placing, and compacting backfill is included in the unit price for the related pay items. The cost of providing, placing and compacting replacement subgrade soils or subbase/base materials is included in the related pay items.

Measure and pay for additional subbase material required at the direction of the Engineer as **Subbase, CIP**.

Measure and pay for additional aggregate base material required at the direction of the Engineer as **Aggregate Base**, **CIP**.

Removal of excess or unsuitable material required to complete this work at the direction of the Engineer will not be paid for separately. The Contractor will include any/all cost for this work in related pay items.

DETAILED SPECIFICATION FOR GRADING SIDEWALK AND CURB RAMP

SDA:DAD 1 of 1 04/03/23

- **a. Description.** This work includes that described below necessary to construct the subgrade for new and replacement sidewalks and curb ramps to the lines and grades shown on the plans. Complete this work according to section 205 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, this detailed specification, and as directed by the Engineer.
- **b. Materials.** Provide materials in accordance with subsection 205.02 of the MDOT Standard Specifications for Construction as necessary to achieve the required cross section(s). The Contractor may use excavated material, if suitable, as embankment with approval by the Engineer.
- **c.** Construction. Complete this work, as applicable, according to subsection 205.03 of the MDOT Standard Specifications for Construction. Grading for sidewalks and curb ramps includes, but is not limited to, the following work:
 - 1. Stripping and stockpiling topsoil for use in turf establishment as approved.
 - 2. Removing rocks or boulders less than 0.5 cubic yards in volume.
 - 3. Excavating material to a depth necessary for construction.
 - 4. Disposing of excess and unsuitable material according to section 205 of the MDOT Standards Specifications for Construction.
 - 5. Shaping, grading, and compacting the subgrade to proposed grades to prepare it for embankment, subbase or aggregate base bedding materials.
 - 6. Furnishing and placing embankment material to the grades necessary for construction.
 - 7. Shaping, grading, and compacting embankment to proposed grades to prepare it for subbase or aggregate base bedding materials or for an aggregate surface course.
 - 8. Matching new sidewalk and curb ramp grades with existing grades as required.
 - **d. Measurement and Payment.** Measure and pay for the completed work, as described, at the respective contract unit prices using the following pay items:

| Pay Item | Pay Unit |
|--------------------|-------------|
| Grading, Sidewalk | Square Yard |
| Grading, Curb Ramp | Square Yard |

Measure **Grading**, **Sidewalk** and **Grading**, **Curb Ramp** areas in place by the unit square yard and pay for them respectively at the contract unit prices, which prices include the costs for all labor, equipment and materials necessary to complete the work.

DETAILED SPECIFICATION FOR UNDERCUTTING

SDA: JAB/DAD 1 of 2 02/22/23

- **a. Description.** This work includes the removal of existing unstable and/or unsuitable base, subbase and/or subgrade soil material(s) that may be susceptible to frost heaving or differential frost action in the areas and limits identified by the Engineer. It also includes installing stabilization geotextile and/or structural geogrid as necessary and backfilling to replace these material(s) and remedy the unstable soil conditions. Perform this work in accordance with section 205 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, as directed by the Engineer, and as modified herein.
- **b. Materials.** Provide Granular Material Class II and 21AA dense-graded aggregate materials in accordance with those specified in section 902 of the MDOT Standard Specifications for Construction. Only crushed limestone material is permissible for 21AA dense-graded aggregate unless otherwise approved by the Engineer.

Provide Coarse Aggregate 3x1 in accordance with sections 902 and 916 the MDOT Standard Specifications for Construction, except as modified herein. Coarse crushed aggregate must consist of a well graded crushed natural aggregate ranging from one (1) inch to three (3) inch inches in size with no more than 7 percent by weight passing the No. 200 sieve. Coarse aggregate crushed content must be at least 95%.

Provide stabilization geotextile materials in accordance with section 910 of the MDOT Standard Specifications for Construction.

Provide structural geogrid materials in accordance with the Detailed Specification for Structural Geogrid.

c. Construction. Use construction methods as described in subsection 205.03.E of the MDOT Standard Specifications for Construction, and as directed by the Engineer.

After either removing the pavement, performing rough/finish grading, and/or at the time of proof rolling, the Engineer will inspect the grade to determine the need for, and the limits of, undercuts. Excavate to the required depth, trim, shape, and re-compact the undercut areas as directed by the Engineer. Properly dispose of all excess materials.

Backfill areas of Undercutting, Type IIA with class 21AA dense-graded aggregate, areas of Undercutting, Type IIB with Granular Material Class II, and areas Undercutting, Type IIC with Coarse Aggregate 3x1 unless directed otherwise by the Engineer.

Place stabilization geotextile and structural geogrid as directed by the Engineer in areas where subgrade soils require added stability. Place stabilization geotextile as directed by the Engineer in areas where is the potential of intermixing of dissimilar materials.

Place and compact the aggregate fill in maximum lifts of not more than 12 inches thick. At the discretion of the Engineer, aggregate fill lifts of up to 24 inches may be allowed based on the assessment of subgrade soil conditions.

Compact undercutting backfill material (>12 inches below the finish base grade) to not less than 95% of its maximum unit weight. Compact undercutting backfill material (≤12 inches below the finish base grade) to not less than 98% of its maximum unit weight. Determine the maximum unit weight of backfill materials using the AASHTO T-180 test.

The Engineer may elect to use one or more types of undercutting to address poor soil conditions identified in a specific area of the project.

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

d. Measurement and Payment. Measure and pay for the completed work, as described, at the contract unit prices using the following pay items:

| Pay Item | Pay Unit |
|------------------------|------------|
| Undercutting, Type IIA | Cubic Yard |
| Undercutting, Type IIB | Cubic Yard |
| Undercutting, Type IIC | Cubic Yard |

Measure Subgrade Undercutting, Type IIA, Subgrade Undercutting, Type IIB, and Subgrade Undercutting, Type IIC volumes respectively in place by the unit cubic yard and pay for them at their respective contract unit prices, which prices include the costs for all labor, equipment, and materials necessary to complete the work.

When one or more types of undercutting are used to address poor soil conditions identified in a specific area of the project, each type will be measured and paid for separately.

Stabilization geotextile and structural geogrid will each be measured and paid for separately.

DETAILED SPECIFICATION FOR EROSION CONTROL, INLET FILTER

SDA:JAB/DAD 1 of 1 02/22/23

- **a. Description.** This work consists of installing and maintaining inlet filters in accordance with section 208 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction and as shown on the Plans. Install filters in existing and proposed inlets to restrict and minimize the amount of sediment entering the storm sewer system and water courses.
 - **b. Materials.** The following devices are approved for use as acceptable alternatives:
 - 1. Siltsack® Type B, Regular Flow, by ACF Environmental, Inc.
 - 2. Inlet Pro® Sediment Bag, Standard Flow, with optional foam deflector by Hanes GeoComponents.
 - 3. Dandy Curb Bag®, Dandy Bag®, Dandy Curb Sack®, Dandy Sack®, or Dandy Pop® by Dandy Products, Inc.
 - 4. Geoturf™ Basin Bag™, Regular Flow by CSI Geoturf.

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

- **c. Construction.** The Contractor shall install, maintain, clean, and re-install and/or replace inlet filters in accordance with the manufacturer's specifications and as directed by the Engineer. The Contractor shall dispose of debris off-site, in accordance with subsection 205.03.P of the MDOT Standard Specifications for Construction.
- **d. Measurement and Payment.** Measure and pay for the completed work, as described, at the contract unit prices using the following pay items:

| Pay Item | Pay Uni |
|-------------------------------|---------|
| Erosion Control, Inlet Filter | Each |

Measure **Erosion Control**, **Inlet Filter** individually in place by unit each and pay for it at the contract unit price, which price includes all costs for labor, equipment, and materials necessary to furnish, install, maintain, clean and remove the inlet filter, and to re-install and/or replace the inlet filter as needed.

DETAILED SPECIFICATION FOR SUBGRADE UNDERDRAIN

SDA:DAD 1 of 2 02/22/23

- **a. Description.** The work consists of installing 6-inch geotextile-wrapped perforated or slotted underdrain whether or not shown on the plans in accordance with section 404 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, applicable standard or special details, as described herein, and as directed by the Engineer.
- **b. Material.** Provide materials meeting the requirements specified in subsection 404.02 of the MDOT Standard Specifications for Construction, and as specified herein:

| Fine Aggregate, 2NS | 902 |
|--|----------|
| Underdrain Pipe, Perforated or Slotted | 909.07.B |

Geotextile (Filter Fabric) – Use approved geotextile fabric for encasing the pipe such as nylon, polypropylene, fiberglass, or polyester and that is either woven, heat bonded, knitted or of continuous fibers. In a loose unstrained condition, knitted polyester fabrics will weigh at least 3.0 ounces per square yard and all other geotextiles will weigh at least 3.5 ounces per square yard. The fabric will be strong and tough and have porosity such that the fabric will retain soil particles larger than 0.106 mm (No. 140 sieve) and will pass aggregate particles finer than 0.025mm. Store and handle geotextiles carefully and in accordance with the manufacturer's recommendations and do not expose them to heat or direct sunlight to such extent as to significantly affect its strength or toughness. Do not use torn or punctured geotextiles.

- **c. Construction Methods.** Install geotextile-wrapped underdrain for subgrade drainage as shown on the plans and as specified in subsection 404.03 of the MDOT Standard Specifications for Construction, with the following exceptions and additions:
 - 1. Construct the trench to a minimum width of 18 inches and the install the underdrain at the line grade and depth as indicated on the plans. Maintain line and grade by means of a laser. The Engineer will not set line, grade or provide staking.
 - 2. Backfill trench with 2NS Fine Aggregate compacted to 95% of its maximum unit weight. Place the first lift of backfill material at a maximum thickness of 6 inches. Place second and subsequent lifts, or portions thereof, at a maximum thickness of 12 inches up to an elevation level with the bottom of the existing aggregate base course, or as directed by the Engineer.
 - 3. Close off upgrade ends of the pipe with suitable plugs to prevent entrance of any material. Manufacture and install all couplings, tees and other fittings to prevent infiltration of any material. If during the course of construction, the Contractor encounters existing underdrains or other drains, plug their ends to the satisfaction of the Engineer such that material cannot enter the pipe(s).
 - 4. Tap downgrade ends of the pipe into existing or new drainage structures. However, it may be necessary to tap underdrain into either existing or new storm sewer, or into existing or new inlet leads as directed by the Engineer.

- 5. Construct trench bottom and edge drain to the percent of grade indicated on the plans or as determined by the Engineer, with the minimum percent of grade being 0.5%. In addition, construct the underdrain to have a minimum cover, from top of pipe to finished pavement grade, of 36 inches.
- 6. During the construction of underdrain runs, it may be necessary to terminate construction due to conflicts with buried obstructions or at such time when restricted by the minimum cover requirements. The Engineer will review conflicts on a case-by-case basis and make a decision on whether to continue installing pipe or terminate runs prematurely. The Engineer will not allow adjustment to the contract unit price or additional payments for changes in the contract quantity due to Engineer directed field changes associated with buried obstructions encountered during construction or other reasons.
- 7. Completely cover and secure the geotextile material to the pipe.
- **d. Measurement and Payment.** Measure and pay for the completed work, as described, at the contract unit price for the following pay item:

| Pay Item | Pay Unit |
|---------------------------------------|----------|
| Underdrain, Subgrade, 6 inch, Special | Foot |

Measure **Underdrain**, **Subgrade**, **6 inch**, **Special** length in place by the unit foot and pay for it at the contract unit price, which price includes all cost for labor, equipment and materials necessary to complete the work.

The unit price includes the cost to furnish and install the 6-inch perforated or slotted pipe with geotextile wrap in addition to required pipe fittings and/or plugs. It also includes furnishing and placing and compacting 2NS granular bedding and trench backfill material, taps to new and existing drainage structures and storm sewers or inlet leads, all excavation, final trimming required to meet the dimensions of the typical and specific cross-sections, and the disposal of all surplus excavated materials.

DETAILED SPECIFICATION FOR CONCRETE PLACEMENT AND PROTECTION

SDA:DAD 1 of 2 02/22/23

- **a. Description.** This work consists of furnishing all la1bor, material, and equipment necessary to furnish, place, and protect all concrete material in accordance with the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction and the requirements of this detailed specification. These requirements do not apply to concrete bridge decks, unless otherwise noted.
- **b. Materials.** Use concrete meeting the requirements of sections 1004 and 1006 of the Michigan Department of Transportation (MDOT) Standard Specifications for Construction.

Propose specific concrete mix designs for the intended project purpose in accordance with the requirements of this detailed specification and other applicable detailed specifications and/or project requirements. The Engineer's acceptance of a mix design does not relieve the Contractor of its responsibility for the manufacture of the concrete mixture(s), the placement, or performance.

c. Construction. Perform all concrete placement operations in weather that is suitable for the successful placement and curing of the concrete materials. Do not place concrete during periods of active precipitation.

Complete all necessary formwork, base and/or sub-base preparation, and any other related items deemed necessary for the proper completion of the work. Do not commence with placement of concrete until the Engineer provides all needed approvals for placement. The Engineer's approval of the Contractor to place concrete shall not relieve the Contractor of its responsibility for the proper placement and protection of the concrete materials or its long-term performance.

During periods when precipitation is threatening, provide durable, plastic sheeting, approved by the Engineer, in sufficient quantity to cover and protect all freshly placed concrete and keep it from exposer to any precipitation. Arrange the placement of the plastic sheeting such that it does not mar the surface of any freshly placed concrete, and any/all seams in the plastic sheeting are watertight. Install adequate supports along and over the freshly placed concrete to prevent any contact between it and the plastic sheeting. Ensure placement of sufficient dams or barriers along the edges of freshly placed concrete to prevent erosion of the underlying materials or damage to the edges. All measures shall be effective.

Remove and replace any concrete damaged by precipitation. The Engineer will determine the extent of any damage and the limits of removal and replacement.

Place concrete only when the rate of surface evaporation at the site is less than 0.20 pounds per square foot per hour, according to figure 706-1 of the MDOT Standard Specifications for Construction. Provide approved equipment for determining the relative humidity and wind velocity at the site.

Perform the addition of water at the placement site in accordance with subsection 1001.03.E.4 of the MDOT Standard Specifications for Construction. Do not add water to placed concrete to aid in finishing.

Perform concrete curing in accordance with subsection 602.03.M of the MDOT Standard Specifications for Construction. Curing operations will take precedence over texturing operations and continued concrete placement. Apply curing compound to achieve uniform coverage over the entire surface. Place curing compound so that it is free of spots, blotches, and/or uncovered or non-uniformly covered areas. Should the Engineer determine that any such areas exist, it will direct the Contractor to re-apply curing compound immediately at no additional cost to the project.

Take all precautions when placing concrete to protect it from damage due to the elements. Do not place concrete during precipitation events.

Protect concrete from weather and temperature according to the requirements of subsection 602.03.T of the MDOT Standard Specifications for Construction. Do not place concrete when the temperature of the plastic concrete mixture is greater than 90° F. Cover concrete with insulated blankets, or using other means approved by the Engineer, to protect it from damage during low temperature conditions. Protect concrete until it has reached a compressive strength of at least 1000 psi, or as directed by the Engineer.

d. Measurement and Payment. The contract includes no separate pay items for measurement and payment of the costs associated with meeting the requirements of this detailed specification. Include these costs in the unit price bids for the concrete items in the contract.

Removal and replacement, as determined and directed by the Engineer, of any concrete damaged by precipitation or cold weather is at the expense of the Contractor.

DETAILED SPECIFICATION FOR

CAST IN PLACE CONCRETE RETAINING WALL WITH THIN STONE VENEER

SDA:DAD 1 of 2 04/04/23

a. Description. This work consists of providing all labor, equipment, and materials to construct a reinforced cast in place (CIP) concrete retaining wall with a natural stone veneer. Perform all work according to the plans and section 706 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, except as modified herein, and as directed by the Engineer.

Furnish a natural stone veneer for the reinforced CIP concrete retaining wall from the following manufacturer or approved equal:

The Quarry Mill 2670 Stone Rd, Sturgeon Bay, WI 54235 (920) 213-7792 www.guarrymill.com

Veneer Type: Castle Rock Style "Monroe" Natural Granite Thin Stone Veneer

Ensure the furnished reinforced CIP concrete retaining wall natural stone veneer and other components are from one manufacturer.

Furnish a wall cap for the top of the reinforced CIP concrete retaining wall from the following manufacturer or approved equal:

Stepstone, Inc. 17025 South Main Street, Gardena, CA 90248 (800) 572-9029 www.stonedealer.com Cap Unit Type: Sonorastone® Flat Wall Cap 3

Ensure the furnished reinforced CIP concrete retaining wall caps and other components are from one manufacturer.

The Engineer must approve the materials and installation methods for the natural stone veneer including the mortar/grout and wall caps prior to construction.

- **b. Materials.** Provide materials in accordance with subsection 706.02 of the MDOT 2020 Standard Specifications for Construction. Use Grade S2 concrete. Use Grade 60 epoxy coated steel reinforcement.
- **c.** Construction Methods. Construct the wall according to the plans, section 706 of the Standard Specifications for Construction and as specified herein. Excavate as required, prepare leveling pad or base, furnish and place drainage system, furnish and place backfill and construct the reinforced CIP concrete retaining wall of varying heights in the location shown on the plans. Examine the site and notify the Engineer of any site conditions that may adversely affect the installation or performance of the wall. Obtain the Engineer's approval before beginning the installation. Construct the wall according to the Engineer approved shop drawings, manufacturer's recommendations, and the following:

- 1. Excavate as required for footing. Do not disturb base beyond the lines shown. Over-excavation, not approved by the Engineer, will not be paid for and replacement with compacted fill and/or wall components will be required.
- 2. Undercut according to this specification, the plans, section 205 of the MDOT 2020 Standard Specifications for Construction and as directed by the engineer.
- 3. Place aggregate base on undisturbed soils or foundation soils prepared in accordance with section 302 of the MDOT 2020 Standard Specifications for Construction. Compact aggregate base to 95% dry density to provide a level, hard surface on which to place the footing concrete.
 - 4. Install geotextile fabric and drainage as shown on the plans.
 - 5. Outlet the underdrain to a drainage structure as approved by the Engineer.
- 6. Place geotextile fabric over top of backfill and place restoration items to finished grade.

No additional time or compensation will be granted in securing the Engineer's approval.

d. Measurement and Payment. Measure and pay for the completed work, as described, at the contract unit price using the following pay item:

Pay Item Pay Unit

Retaining Wall, Conc, with Thin Stone Veneer includes all materials, labor, and equipment necessary to complete the work as described in this specification. The Engineer will measure the vertical dimension between from the bottom of the natural stone veneer to the top of the wall cap multiplied by wall length. The Engineer will measure the horizontal dimension along the base of the front of the retaining wall.

The contract unit price for **Retaining Wall, Conc, with Thin Stone Veneer** shall include all earthwork required to complete the wall system as described and shown on the detailed wall plans and as directed by the Engineer. Payment for this item includes excavating, removing, and disposing of unsuitable material, and backfilling and compacting. Furnishing and installing levelling pad, underdrain and geotextile fabric as shown on the plan shall be included in the contract unit price for **Retaining Wall, Modular Block**.

Retaining Wall, Conc, with Thin Stone Veneer includes concrete and steel reinforcement except as specified on the plans.

Retaining Wall, Conc, with Thin Stone Veneer includes the cost of forming, finishing and curing and low temperature protection.

DETAILED SPECIFICATION FOR MODULAR BLOCK RETAINING WALL

SDA:DAD 1 of 4 04/04/23

a. Description. This item includes furnishing all materials and labor required for the design and construction of a precast concrete modular block (PMB) gravity retaining wall without geosynthetic reinforcement. Perform work in accordance with the requirements of this specification and in acceptable conformity with the lines, grades, design and dimensions shown in the project plans. This work also includes the preparation and submittal of detailed shop drawings for Owner's approval. Complete this work per section 706 of the Michigan Department of Transportation (MDOT) Standard Specifications for Construction, details shown on the plans, the wall system manufacturer's recommended installation procedures, approved shop drawings, and this detailed specification.

Furnish precast modular block (PBM) gravity retaining wall from the following manufacturer or approved equal:

Keystone Retaining Wall Systems LLC 4444 West 78th Street, Minneapolis, MN 55435 (952) 897-1040

www.keystonewalls.com

Block Unit Type: Keystone Standard III Unit 21 Straight Split (Color: Walnut Blend)

Cap Unit Type: Single Face Soft Split Unit (Color: Walnut Blend)

Ensure the furnished precast modular block wall (PMB) and all components are from one manufacturer. The Engineer must approve the installation method, face texture, and color of the block wall system prior to construction.

Plan and elevation sheets in the shop drawings shall include, but are not limited to the following information:

- 1. Elevation view of the wall noting elevations at the top of the wall, at all horizontal and vertical break points, and at least every 25 feet along the face of the wall, all steps in the wall bottom, the length, the original and final ground lines, and applied bearing pressures.
- 2. Plan view of the wall that indicate the offsets from the construction centerline to the wall reference line at all changes in horizontal alignment and the centerline and size of any drainage structure or drainage pipe behind, passing through, or under the wall.
- 3. Typical cross sections showing the relationship between existing ground elevations and proposed grades, construction limits, excavations limits, and fill requirements.
 - 4. General notes for constructing the wall.
 - 5. Horizontal and vertical curve data for layout and constructing the wall.
 - 6. Summary of material quantities on the elevation sheet of the wall.

- 7. Detail sheets for the wall showing the following:
 - A. Details for placement of modular block facing elements.
- B. Details for construction around utilities, drainage structures, and other appurtenances or obstructions.
- C. Details that show end treatment at the wall point of beginning (POB) and wall point of ending (POE).

Design calculations shall be provided for each wall height change. Plans and calculations shall be signed and sealed by a Professional Engineer actively licensed in the state of Michigan.

b. Materials.

- 1. Wall Provide Straight Split texturing in "Walnut Blend" color as manufactured by Keystone or approved equal. Provide the manufacturer's sample photos of completed 3 completed projects prior to ordering for confirmation by the Engineer. Top blocks shall be flat tops with textured faces on front and back with accessory cap blocks on top. Steps and corner blocks shall also have the exposed ends textured as indicated on the plans.
 - A. Minimum compressive strength of the blocks must meet manufacturer's recommendation. Blocks must be fabricated with air-entrained concrete.
 - B. Provide manufacturer's test data certification, according to the MDOT Quality Assurance Procedures Manual, documenting that the blocks meet these specifications when tested as specified in ASTM C 1372. Freeze-thaw data must represent testing completed within the 12 months prior to delivery. Freeze-thaw testing must be conducted in saline solution as specified in ASTM C 1262. Freeze-thaw test results must be reported in 10-cycle intervals.

If project sampling and testing is required, sampling frequency and sample size will be as stated for concrete brick in Section G of the Materials Quality Assurance Procedures Manual.

- C. Protect blocks from damage, chipping, and soiling during delivery and storage. Store off the ground, on pallets or wood platforms. Do not use blocks with chips, cracks, voids, discoloration, or other visible defects exceeding the finish and appearance limits in ASTM C 1372.
- D. Blocks must conform to the manufacturer's requirements and sizes. Top blocks must be straight top. Corner block widths may be reduced by half. Provide accessory cap blocks with finished sides for all exposed edges.
- E. The Contractor shall provide appropriately sized blocks for the wall, given the design parameters and subject to approved shop drawings.
 - F. Wall Color The wall shall be standard concrete color.
- 2. Leveling Pad Provide a 21AA aggregate leveling pad compacted in place at a thickness that meets load requirements, or 2,000 psi concrete, per manufacturer's

recommendations.

- 3. Drainage System Provide underdrain and underdrain bedding per MDOT Specification Section 404 and as recommended by the wall manufacturer.
- 4. Backfill Use open graded 6A material for drainage fill and as recommended by the manufacturer.
- 5. Non-woven geotextile separator Per MDOT Specification 910 as a separator layer and as recommended by the manufacturer.
- **c. Construction Methods.** Excavate as required, prepare leveling pad or base, furnish and place drainage system, furnish and place backfill and erect a nonreinforced mortarless PMB gravity retaining wall of varying heights in the location shown on the plans. Examine the site and notify the Engineer of any site conditions that may adversely affect the installation or performance of the wall. Obtain the Engineer's approval before beginning the installation. Erect the wall according to the Engineer approved shop drawings, manufacturer's recommendations, and the following:
 - 1. Excavate as required for footing. Do not disturb base beyond the lines shown. Over- excavation, not approved by the Engineer, will not be paid for and replacement with compacted fill and/or wall components will be required.
 - 2. Undercut according to this specification, the plans, section 205 of the Standard Specifications and as directed by the engineer.
 - 3. Place aggregate base on undisturbed soils or foundation soils prepared in accordance with section 302 of the Standard Specifications for Construction. Compact aggregate base to 95% dry density to provide a level, hard surface on which to place the first course of blocks.
 - 4. Place the first course of blocks in full contact with the prepared aggregate or concrete base material. Check each block for level and alignment. Ensure that the top of all blocks in base course are at the same elevation.
 - 5. Place each course of blocks for the full length of wall. Install geotextile fabric and drainage as recommended by the manufacturer.
 - 6. Outlet the underdrain to a drainage structure as approved by the Engineer.
 - 7. Place geotextile fabric over top of backfill and place restoration items to finished grade.
- **d. Measurement and Payment.** Measure and pay for the completed work, as described, at the contract unit price using the following pay item:

| Pay Item | Pay Unit |
|--|--|
| Retaining Wall, Modular Block | Square Yard |
| Retaining Wall, Modular Block includes all materia | als, labor, and equipment necessary to |

complete the work as described in this specification. Quantities will be computed based on plan quantities from the bottom of bottom block to top of top block unit multiplied by wall length. The leveling pad will not be paid for separately.

The contract unit price for **Retaining Wall, Modular Block** shall include all earthwork required to complete the wall system as described and shown on the detailed wall plans and as directed by the Engineer. Payment for this item includes excavating, removing, and disposing of unsuitable material, and backfilling and compacting. Furnishing and installing levelling pad, underdrain and geotextile fabric as shown on the plan shall be included in the contract unit price for **Retaining Wall, Modular Block**.

DETAILED SPECIFICATION FOR DETECTABLE WARNING SURFACE

AA:DAD 1 of 2 03/11/19

- **a. Description.** This work consists of furnishing and installing cast in place detectable warning units in compliance to the Americans with Disabilities Act (ADA) Title 49 CFR Transportation, Part 37.9 Standards for Accessible Transportation Facilities, Appendix A, section 4.29.2 Detectable Warnings on Walking Surfaces. Complete work in accordance with the Detailed Specification for "Concrete Sidewalk, Sidewalk Ramps, and Driveway Approach", section 803 of the Michigan Department of Transportation (MODT) 2012 Standard Specifications for Construction, MDOT Standard Plan Series R-28, as indicated on the plans, and as modified herein.
- **b. Materials.** Use color Federal Number 22144 (frequently referred to as "Colonial Red" or "Brick Red") for detectable warning tiles.

The following apply to this detailed specification: American Society for Testing and Materials (ASTM) Test Methods B117, C1028, D543, D570, D638, D695, D790, D2486, D2565, D5420, and E84.

Provide detectable warning tiles meeting the following material properties, dimensions, and tolerances using the most current test methods:

- 1. Water Absorption: Not to exceed 0.35% when tested in accordance with ASTM-D570
- 2. Slip Resistance: 0.80 minimum combined wet/dry static coefficient of friction on top domes and field area, when tested in accordance with ASTM C1028.
- 3. Compressive Strength: 18,000 psi minimum, when tested in accordance with ASTM D695.
- 4. Tensile Strength: 10,000 psi minimum, when tested in accordance with ASTM D638.
- 5. Flexural Strength: 24,000 psi minimum, when tested in accordance with ASTM D790.
- 6. Chemical Stain Resistance: No reaction to 1% hydrochloric acid, urine, chewing gum, soap solution, motor oil, bleach, calcium chloride, when tested in accordance with ASTM D543 or D1308.
- 7. Wear Depth: 300 minimum, when tested in accordance with ASTM C501.
- 8. Flame Spread: 25 maximum, when tested in accordance with ASTM E84.
- 9. Gardner Impact: 50 in.-lbs. minimum, when tested in accordance with Geometry "GE" of ASTM D5420.
- 10. Accelerated Weathering of Tile when tested by ASTM-G155 or ASTM G151 shall exhibit the following result-∆E<6.0 as well as no deterioration, fading or chalking of surface when exposed to 3000 hours minimum exposure.
- 11. Wheel Loading: The cast in place tile shall be mounted on a concrete platform with a ½" airspace at the underside of the tile top plate then subjected to the specified maximum load of 10,400 lbs., corresponding to an 8,000 lb individual wheel load and a 30% impact factor. The tile shall exhibit no visible damage at the maximum load of 10,400 lbs using AASHTO-HB17 single sheet HS20-44 loading "Standard Specifications for Highways and Bridges."

12. Salt and Spray Performance of Tile and Adhesive System when tested to ASTM-B117 not to show any deterioration or other defects after 100 hours of exposure.

Submit manufacturer's literature describing products, installation procedures and maintenance instructions. Provide cast-in-place detectable surface tiles and accessories as produced by a single manufacturer.

Samples for Verification Purposes: Submit two (2) tile samples minimum 6" x 8" of the kind proposed for use. Properly label samples to show the following information: Name of Project; Submitted by; Date of Submittal; Manufacture's Name; Catalog No.; and Date of Fabrication.

Material Test Reports: Submit current test reports from a qualified, independent, testing laboratory that verify materials proposed for use comply with requirements of this detailed specification. Use a certified and qualified independent testing laboratory to perform any/all other tests required by this detailed specification to ensure the proposed cast-in-place tactile warning system is compliant. All test reports submitted shall be certified by the testing laboratory and shall clearly state that all tests were completed within 5 years of the date of the submittal. The manufacturer shall certify in writing that the materials provided to the project are manufactured with the same materials and manufacturing procedures as those used in the materials on which the tests were performed.

c. Construction. Installer Qualifications: Engage an experienced installer who has successfully completed tile installations similar in material, design, and extent required for this project.

Follow manufacturer specifications for installation, except where they conflict with MDOT Standard Plan Series R-28, or other project requirements.

d. Measurement and Payment. Measure and pay for the completed work, as described, at the respective contract unit prices using the following respective pay items:

| Pay Item | <u>Pay</u> | <u>Uni</u> |
|-----------------------------|------------|------------|
| Detectable Warning Surface, | Modified | Foo |

Measure **Detectable Warning Surface**, **Modified** length in place by the unit foot and pay for it at the contract unit price, which price includes the costs for all labor, equipment and materials to complete the work.

DETAILED SPECIFICATION FOR CONCRETE SIDEWALKS AND CURB RAMPS

SDA:DAD 1 of 2 04/03/23

- **a. Description.** This work consists of constructing concrete sidewalks and curb ramps of the types and locations shown on the plans in accordance with applicable section 803 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, applicable standard/special details, as directed by the Engineer, and as specified herein.
- **b. Materials.** Provided materials meeting the requirements specified in applicable subsection 803.02 of the MDOT 2020 Standard Specifications for Construction and as specified herein.

Use Concrete, Grade 3500 for all types of sidewalk and curb ramps as specified in subsection 1004 of the MDOT 2020 Standard Specifications.

Provide concrete mixtures containing 6AA coarse aggregates that are either natural or limestone and meet the requirements of section 902 the MDOT 2020 Standard Specifications for Construction.

The Contractor is solely responsibility for providing specific concrete mix designs that meet the requirements of this detailed specification.

c. Construction. Perform this work in accordance with subsection 803.03 of the MDOT 2020 Standard Specifications for Construction and as required herein. The Contractor is responsible to construct all sidewalks, curb ramps, curbs, and all other concrete items within ADAAG and PROWAG compliance. Construct all curb ramps in accordance with MDOT Standard Plan Series R-28.

Place concrete sidewalks and curb ramps on a minimum of 4 inches of Granular Material Class II compacted to 95% of its maximum dry density unless otherwise directed by the Engineer.

Place driveway concrete on a minimum of 6 inches of Granular Material Class II compacted to 95% of its maximum dry density unless otherwise directed by the Engineer.

Prior to placing any concrete, the compact and trim the subgrade to the final elevation. If a cold joint is required, clean existing concrete with compressed air to expose the aggregate in the concrete.

Where indicated on the plans, horizontally saw cut curbs to provide openings for curb ramps. The Engineer will define the extent of the saw cuts both horizontally and vertically.

Install all curb ramps with detectable warning tiles. Reference the Detailed Specification for Detectable Warning Surface for additional requirements.

d. Measurement and Payment. Measure and pay for the completed work, as described, at the respective contract unit prices using the following pay items:

| Pay Item | Pay Unit |
|-----------------------------------|-------------|
| Sidewalk, Conc, 4 inch, Modified | Square Foot |
| Sidewalk, Conc, 6 inch, Modified | Square Foot |
| Sidewalk, Conc, 8 inch, Modified | Square Foot |
| Curb Ramp, Conc, 6 inch, Modified | Square Foot |
| Curb Ramp, Conc, 8 inch, Modified | Square Foot |

Measure Sidewalk, Conc, _ inch, Modified and Curb Ramp, Conc, _ inch, Modified areas respectively in place by the unit square foot and pay for them at their respective contract unit prices, which prices include the costs for all labor, equipment and materials to complete the work.

Saw cutting is not a separate contract pay item, and payment for this work will be included in the appropriate item of work for which it applies. The Contractor shall include any/all costs for saw cutting to place concrete driveways, sidewalk and curb ramps in the respective contract unit prices bid for **Sidewalk**, **Conc**, **_ inch**, **Modified**; and **Curb Ramp**, **Conc**, **_ inch**, **Modified**.

Where the Engineer directs the use of high early strength concrete for pay items not specifically designated to use Grade P-NC concrete, it will separately for the additional cement. The Engineer will not pay for cement separately for pay items that designated to use Grade P-NC concrete.

Use the pay item **Subbase, CIP** to furnish, place, grade and compact bedding material beneath new and replacement sidewalks, curb ramps, and driveways.

The pay items for **Grading, Sidewalks** and **Grading, Curb Ramps** respectively include earth excavation, furnishing and placement of embankment material, and preparing the grade for placement of Aggregate Base, CIP or Subbase, CIP bedding material beneath replacement and new sidewalks and curb ramps and driveway approaches as directed by the Engineer.

Measurement in place by the unit foot and payment for detectable warning tiles in curb ramps will be at the contact unit price for **Detectable Warning Surface**, **Modified** in accordance with the Detailed Specification for Detectable Warning Surface.

DETAILED SPECIFICATION FOR ORNAMENTAL ALUMINUM FENCE AND GATE

SDA:DAD 1 of 3 04/04/23

a. Description. This work consists of furnishing, manufacturing, and installing an ornamental aluminum fence and gates at the locations shown on the plans. Complete all work in accordance with the standard specifications, except as modified herein.

Furnish fence from the following manufacturer or approved equal:

Ameristar Fence Products 1555 North Mingo Road Tulsa, OK 74116 (800) 321-8724

www.ameristarfence.com

Fence Type: Echelon Classic[™] 3-Rail Fence Gate Type: Echelon Classic[™] 3-Rail Single Gate

Ensure the furnished fence and all components are from one manufacturer.

b. Materials. Furnish concrete Grade 3000 or Grade 3500 for post footings in accordance with section 1004 of the Standard Specifications for Construction.

Ensure aluminum material for fence framework (i.e., tubular pickets, rails, and posts) is in accordance with ASTM B221. Ensure the aluminum extrusions for posts and rails (outer channels) are Alloy and Temper Designation 6005-T5. Ensure the aluminum extrusions for pickets and rail inner slide channels are Alloy and Temper Designation 6063-T5.

Hardware. Furnish stainless steel bolts, washers, nuts, and screws for assembly and installation of the fence panels in accordance with the manufacturer's recommendations.

Ensure the furnished fence and all components are from one manufacturer and are designed to carry 0.015 kips per square foot wind load acting normal to the entire surface of the fence. This wind load need not be applied simultaneously with live load.

The various fence and gate components must be in accordance with the following dimensions:

| <u>Components</u> | <u>Dimension or Feature</u> | | | | |
|---|-----------------------------|--|--|--|--|
| Aluminum Base Plates | as shown on the plans | | | | |
| Spacing Between Pickets | 4 inches maximum | | | | |
| Post Spacing | 72 inches on center | | | | |
| Height of Fencing | 48 inches | | | | |
| Height of Gate | 48 inches | | | | |
| Clear Width of Gate | 6 feet | | | | |
| Color (Federal Standard 595, color # 17038) | Gloss Black | | | | |
| Finish | Powder Coated | | | | |

Submit fence and gate specifications, color samples and shop drawings (in PDF) to the Engineer for approval a minimum of 14 calendar days prior to ordering any materials. Do not order any materials until approval of specifications, color and shop drawings is received from the Engineer.

c. Construction. Construct the ornamental aluminum fence in accordance with subsection 808.03 of the Standard Specifications for Construction, as specified herein and as shown on the plans.

Field verify the location of all fence and gate components and dimensions prior to fabrication to ensure proper fit up.

Assemble and install fence and gate components in accordance with the manufacturer's recommendations.

Encase posts in a concrete footing which must extend a minimum of 36 inches below finish grade or in accordance with manufacturer's recommendations.

Install the fence and gates at locations shown on the plans.

Gates must have hardware allowing them to be locked in both the open and closed position.

Install expansion sleeves as recommended by the manufacturer.

Shop weld aluminum in accordance with *AWS D1.2* and as specified in the contract. Field welding is prohibited.

Repair any painted surface that has been damaged during shipping or assembly in accordance with the manufacturer's recommendations.

Submit working drawings to the Engineer for review and approval, not less than 14 calendar days prior to fabrication.

Furnish manufacturer's limited lifetime warranty that the ornamental railing system is free from defects in material and workmanship including cracking, peeling and chipping.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay items:

| Pay Item | Pay Unit |
|---|----------|
| Fence, Ornamental, Alternate 1 | Foot |
| Fence Gate, 6 foot, for Alternate 1 Fence | Each |

Fence, Ornamental, Alternate 1 will be measured along the centerline of the fence. The price includes all appurtenances for furnishing, fabricating, and installing the **Fence, Ornamental, Alternate 1** complete and in place including concrete footings and all hardware required for erection.

Fence Gate, 6 foot, for Alternate 1 Fence will be measured for each gate installed. The price includes all appurtenances for furnishing, fabricating, and installing the Fence Gate, 6 foot, for

Alternate 1 Fence complete and in place including concrete footings, hinges, locking mechanisms, and all hardware required for erection.

DETAILED SPECIFICATION FOR ORNAMENTAL STEEL FENCE AND GATE

SDA:DAD 1 of 2 04/04/23

a. Description. This work consists of furnishing, manufacturing, and installing an ornamental steel fence and gates at the locations shown on the plans. Complete all work in accordance with the standard specifications, except as modified herein.

Furnish fence from the following manufacturer or approved equal:

Ameristar Fence Products 1555 North Mingo Road Tulsa, OK 74116 (800) 321-8724

www.ameristarfence.com

Fence Type: Montage Classic[™] 3-Rail Fence Gate Type: Montage Classic[™] 3-Rail Single Gate

Ensure the furnished fence and all components are from one manufacturer.

b. Materials. Furnish concrete Grade 3000 or Grade 3500 for post footings in accordance with section 1004 of the Standard Specifications for Construction.

Ensure steel material for fence framework (i.e., tubular pickets, rails, and posts) is in accordance with ASTM A653/A653M and ASTM F2408.

Hardware. Furnish stainless steel bolts, washers, nuts, and screws for assembly and installation of the fence panels in accordance with the manufacturer's recommendations.

Ensure the furnished fence and all components are from one manufacturer and are designed to carry 0.015 kips per square foot wind load acting normal to the entire surface of the fence. This wind load need not be applied simultaneously with live load.

The various fence and gate components must be in accordance with the following dimensions:

| <u>Components</u> | <u>Dimension or Feature</u> | | | | |
|---|-----------------------------|--|--|--|--|
| Steel Base Plates | as shown on the plans | | | | |
| Spacing Between Pickets | 4 inches maximum | | | | |
| Post Spacing | 72 inches on center | | | | |
| Height of Fencing | 48 inches | | | | |
| Height of Gate | 48 inches | | | | |
| Clear Width of Gate | 6 feet | | | | |
| Color (Federal Standard 595, color # 17038) | Gloss Black | | | | |
| Finish | Powder Coated | | | | |

Submit fence and gate specifications, color samples and shop drawings (in PDF) to the Engineer for approval a minimum of 14 calendar days prior to ordering any materials. Do not order any

materials until approval of specifications, color and shop drawings is received from the Engineer.

c. Construction. Construct the ornamental steel fence in accordance with subsection 808.03 of the Standard Specifications for Construction, as specified herein and as shown on the plans.

Field verify the location of all fence and gate components and dimensions prior to fabrication to ensure proper fit up.

Assemble and install fence and gate components in accordance with the manufacturer's recommendations.

Encase posts in a concrete footing which must extend a minimum of 36 inches below finish grade or in accordance with manufacturer's recommendations.

Install the fence and gates at locations shown on the plans.

Gates must have hardware allowing them to be locked in both the open and closed position.

Install expansion sleeves as recommended by the manufacturer.

Shop weld steel in accordance with AWS D1.2 and as specified in the contract. Field welding is prohibited.

Repair any painted surface that has been damaged during shipping or assembly in accordance with the manufacturer's recommendations.

Submit working drawings to the Engineer for review and approval, not less than 14 calendar days prior to fabrication.

Furnish manufacturer's limited lifetime warranty that the ornamental railing system is free from defects in material and workmanship including cracking, peeling and chipping.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay items:

| Pay Item | Pay Unit |
|---|----------|
| Fence, Ornamental, Alternate 2 | Foot |
| Fence Gate, 6 foot, for Alternate 2 Fence | Each |

Fence, Ornamental, Alternate 2 will be measured along the centerline of the fence. The price includes all appurtenances for furnishing, fabricating, and installing the **Fence, Ornamental, Alternate 2** complete and in place including concrete footings and all hardware required for erection.

Fence Gate, 6 foot, for Alternate 2 Fence will be measured for each gate installed. The price includes all appurtenances for furnishing, fabricating, and installing the **Fence Gate, 6 foot, for Alternate 2 Fence** complete and in place including concrete footings, hinges, locking mechanisms, and all hardware required for erection.

DETAILED SPECIFICATION FOR FENCE, PROTECTIVE, MODIFIED

SDA:DAD 1 of 2 02/22/23

- **a. Description.** This work consists of taking all reasonable measures to protect all existing trees and vegetation designated for protection within the project limits and the construction influence area, in accordance with subsection 201.03.A.2 and section 808 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, as directed by the Engineer, and as specified herein. The work also consists of installing protective fencing at the limits of the construction area as shown on the plans or in areas directed by the Engineer.
- **b. Materials.** Use orange, vinyl, snow fence fabric material, 4 feet tall. Use 6 foot long, T-shaped, metal posts or 2 inch square hardwood stakes.
- **c. Construction**. Install protective fence at the limits of the construction area as shown on the plans or as directed by the Engineer.

Do not operate equipment within or beyond in any area(s) bounded by protection fence without the approval of the Engineer.

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

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

Attach no chains, cables, ropes, nails, or other articles to any tree at any time.

Prune tree roots 1-1/2 inch or greater in diameter exposed during construction. The Engineer shall review and approve all pruning operations. Perform all root pruning with sharp tools and provide clean cuts so not damage the remaining bark or root. The Contractor shall not perform any backfilling operations until all root maintenance work is complete.

The City Forester or an approved forestry specialist will direct the repair(s) to any damaged to trees owned by the City of Ann Arbor or other trees designated for protection.

Damage to plant roots caused by Contractor operations to the extent the plant requires removal will result in one of the following actions:

- 1. The Contractor will replace the plant with a commensurate number of plants, 2-1/2 inches caliper trees of the species as determined by the City.
- 2. Compensate the City of Ann Arbor for the cash value of the plant or tree as determined by the City of Ann Arbor's Forester.

The City of Ann Arbor is solely responsible for determining the corrective action and directing the Contractor as to which of above will be acceptable.

The City Forester will supervise the replacement of any trees.

Remove protection fence when directed by the Engineer.

d. Measurement and Payment. Measure and pay for the completed work, as described, at the contract unit price using the following pay item:

| Pay Item | | Pay Unit |
|-------------------|------------|----------|
| Fence, Protective | , Modified | Foot |

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

The Contractor is solely responsible for any/all repair or replacement costs associated with damage to existing trees and vegetation caused by its construction activities and/or operations.

DETAILED SPECIFICATION FOR MAINTENANCE OF TRAFFIC

SDA:DAD 1 of 5 04/04/23

a. Description. The Contractor must maintain traffic for the duration of project in accordance with subsection 104.11 and section 812 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, the 2011 Michigan Manual of Uniform Traffic Control Devices (MMUTCD), as shown on the plans and applicable MDOT special provisions or supplemental specifications, as directed by the Engineer, and as herein specified.

All streets included in this project will, at a minimum, remain open to traffic in one direction during construction unless otherwise approved by the Engineer.

The Contractor must maintain traffic in accordance with the following Michigan Department of Transportation (MDOT) Maintaining Traffic Typicals and Work Zone Device Details apply to the project: 101-GEN-SPACING-CHARTS, 102-GEN-NOTES, 103-GEN-SIGN, 104-GEN-AB, 110-TR-NFW-2L, 137-CLT-SHIFT-0LC, WZD-100-A, and WZD-125-E. The Engineer will direct any changes or adjustments to these signing typicals and details as may be necessary to facilitate the maintenance of traffic required for the project.

The Contractor must submit a work zone traffic control plan to the Engineer in accordance with section 104 of the MDOT 2020 Standard Specifications for Construction and this detailed specification. The Engineer will have seven (7) calendar days to review the plan for acceptance or provide comments for plan revisions required to obtain acceptance. At a minimum, the plan must include the proposed ingress/egress locations for construction equipment and vehicles, traffic control devices that will be utilized to warn the motoring public of ingress/egress locations, and measures that will be taken to ensure compliance with the plan. No work will begin prior to acceptance of the work zone traffic control plan. Additional time required to obtain an accepted work zone traffic control plan will not be cause for delay or impact claims. All costs associated with obtaining an acceptable plan, providing and executing all parts of the accepted plan including required traffic control devices, or resolving an incomplete or unacceptable plan will be borne by the Contractor.

Permanent pavement marking items are included in the contract and must be placed per the MDOT 2020 Standard Specifications for Construction prior to the removal of any devices required to temporarily maintain traffic during construction, and prior to opening the project to traffic unless otherwise approved by the Engineer.

The Contractor must notify the Project Engineer a minimum of 10 business days prior to the implementation of any lane closures.

These maintaining traffic provisions are subject to change in the event of special community activities.

b. Materials. Materials for all devices used to temporarily control and maintain traffic must meet the requirements of section 812 of the MDOT 2020 Standard Specifications for Construction, the MMUTCD, and the applicable MDOT typicals and details included herein.

All signs must be of sizes shown on the plans unless otherwise directed by the Engineer. Install temporary signs that are to remain in the same place for 14 days or more on driven posts. Install all other temporary signs on portable supports. All signs must have a minimum bottom height of 7.0 feet.

Channelizing devices required for all lane closures must be plastic drums. 42 inch channelizing devices are permissible at certain locations with approval from the Engineer.

c. Construction. Construction methods must meet the requirements of section 812 of the MDOT 2020 Standard Specifications for Construction.

The Contractor must furnish and place all necessary temporary traffic control devices to maintain traffic during construction. Keep all work, construction equipment, and material storage behind the curb, or behind barricades or channelizing devices, in combination with protective fencing if required to protect open excavations. Construction activities, equipment, or material storage must not in any way hinder vehicle movement or impair traffic vision. The contractor must protect all uncured surface treatment applications as required until all traffic (pedestrian, bicycle, vehicular, etc.) can access it without damage. The Contractor must install additional barricades and protective fencing at the end of each day to insure no disturbance to the work area.

Distances between warning, regulatory, and guide signs as shown on the typicals and details are approximate, and may require field adjustment, as directed by the Engineer.

The Contractor must maintain two-way traffic as shown on the typicals and details, access for local traffic on local streets, and keep all intersections open to traffic at all times, unless specifically authorized in writing by the Engineer.

The Contractor must maintain traffic such that no vehicle will be required to drive into active work areas. Remove and replace patch areas that extend more than halfway across the roadway in a manner to provide a minimum of half the pavement width at all times for maintaining traffic.

The Contractor must remove existing pavement markings and place temporary pavement markings as directed by the Engineer.

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

1. Construction Influence Area (CIA). The CIA will consist of the width of the right-of-way and easements, and the limits of any advance temporary construction signing shown on the plans or applicable maintaining traffic typicals and details along the street under construction and any/all cross streets. Posted detour routes are not included as part of the CIA.

<u>Geddes Avenue</u>: The CIA for this project location extends along Geddes Ave from approximately 400 feet west of Onondaga St to 100 feet east of Onondaga St, and along Onondaga St 200 feet southerly from Geddes Ave. The Contractor may use intermittent closures of the eastbound traffic and bike lanes on Geddes Ave with approval by the

Engineer during certain construction operations. Comply with MDOT Maintaining Traffic Typical 110-TR-NFW-2L when performing these closures. The Contractor may also close the parking lane along the westerly side of Onondaga St within the CIA for use as a staging area for equipment and materials during construction.

<u>2190 South State Street</u>: The CIA for this project location extends along S State St from approximately 200 feet south and 300 feet north of Park Crest Ave. The Contractor may use intermittent closures of the southbound traffic and bike lanes on S State St with approval by the Engineer during construction operations. Comply with MDOT Maintaining Traffic Typical 137-CLT-SHIFT-0LC when performing these closures.

The Contractor must furnish, erect, maintain, and upon completion of the work, remove all traffic control devices within and around the CIA, and along posted detour routes, for the safety and protection of traffic. This includes, but is not limited to, regulatory and warning signs, barricades, channeling devices and other minor devices where required by the Engineer.

The Contractor must coordinate its operations with all subcontractors, utilities, and/or other contractors performing work on this and other projects within, or adjacent to, the Construction Influence Area (CIA). The Contractor must avoid conflicts in maintaining traffic operations, signing, and orderly progress of other contract work.

- 2. Permits. Prior to the start of construction, the Contractor must obtain a "Right-of-Way" Permit from City of Ann Arbor Customer Services Unit. The Contractor must notify the Engineer and obtain a "Traffic Detour or Lane Closure" Permit from City of Ann Arbor Project Management Services Unit a minimum of 72 business hours prior to the implementation of any traffic shifts, lane closures and street closures. The City will waive the fees associated with these permits.
- 3. Work Times and Restrictions. Conduct all work Monday through Saturday between 7:00 a.m. and 8:00 p.m. unless there is plan authorized by the City prior to commencement of construction that identifies the alternate days and hours of work. Notify the Engineer a minimum of three (3) working days in advance of any required night work. Night work must have the approval of the City prior to commencement.

Only perform work on Sunday if it is of an emergency nature or if it is necessary to ensure vehicular and pedestrian traffic safety, and only perform it with prior approval by the City.

Perform no construction activities or interruptions to traffic, including lane closures, on Sundays and during the Memorial Day, Independence Day, and Labor Day holiday periods unless otherwise authorized by the Engineer. All streets and sidewalks that can be open must be open to motorized and non-motorized traffic. The Engineer will also not permit any trucking on or off site during these times.

During non-working periods, any area with uncompleted work must have plastic drums at specific locations and protective fencing, as directed by the Engineer, and at no additional cost to the project.

4. Traffic Restrictions. The Contractor must, at all times, conduct its work to insure the least possible obstruction to traffic and inconvenience to the general public, businesses, and residents in the vicinity of the work.

Do not impact traffic on major streets between the hours of 7:00 a.m. to 9:00 a.m. and from 3:30 p.m. to 6:00 p.m. unless otherwise approved by the Engineer or as specified on the Lane Closure Permit. Make all major changes in traffic control either between 9:00 a.m. and 3:30 p.m. or between 6:00 p.m. and 7:00 a.m. in order to minimize interference with rush hour traffic. All traffic controls must be in place and ready for traffic each day by 7:00 a.m. and 3:30 p.m. The Engineer will permit temporary obstruction of traffic for loading and unloading of trucks if the Contractor provides traffic regulators (flag persons) in conformance with Part VI of the MMUTCD. During temporary obstructions, a minimum of two traffic regulators are required.

Maintain access to businesses, residences, and side street(s) within the CIA for the duration of the project. The Contractor must make every effort to coordinate its operations to minimize interruptions that may impact this access. The Contractor must notify the Engineer forty-eight (48) hours in advance of any work planned on or near business or residential driveways, and stage work so that it is part-width when it is necessary to work in these areas. The Engineer will not allow the Contractor to prohibit access to businesses and residences during any phase/stage of construction, unless agreed upon with the property owner(s). The Engineer may require traffic regulator (flag) control at its discretion and will direct the Contractor to provide it when necessary to maintain safe access to businesses, residences, and side street(s).

Lane widths will be a minimum of 9 feet wide. Contractor must schedule work in order to maintain traffic flow and under no circumstances stop traffic for prolonged periods as determined by the Engineer. The Contractor must suspend work within the CIA during peak traffic hours and/or when construction activities are unduly hampering or delaying traffic flow as determined by the Engineer.

- 5. Emergency Services. The Contractor must notify local police, fire departments and emergency response units a minimum of three business days (72 hours) prior to the closure of any lanes, or traffic shifts causing restricted movements of traffic or restricted access. Fire hydrants in or adjacent to the work must be kept "live" and fire fighting forces made aware of their availability at all times during construction.
- **d. Measurement and Payment.** Measure and pay for the completed work, as described, for the maintenance of traffic using the following pay items in accordance with subsection 812.04 of the MDOT 2020 Standard Specifications for Construction and any detailed specifications or special provisions included in the Contract.

| Pay Item | Pay Unit |
|---|----------|
| Channelizing Device, 42 inch, Fluorescent, Furn | Each |
| Channelizing Device, 42 inch, Fluorescent, Oper | Each |
| Lighted Arrow, Type C, Furn | Each |
| Lighted Arrow, Type C, Oper | Each |

| Sign Cover | Each |
|-------------------------------------|------------|
| Sign, Type B, Temp, Prismatic, Furn | Square Foo |
| Sign, Type B, Temp, Prismatic, Oper | Square Foo |
| Traf Regulator Control | Lump Sum |
| Pedestrian Type II Barricade, Temp | Each |
| Minor Traffic Control, Max \$ | Lump Sum |

All signing and related traffic control devices deemed necessary for the maintenance of traffic on the project as shown on the applicable MDOT Maintaining Traffic Typicals and Work Zone Device Details are the basis for the estimated quantities contained in the Contract, including traffic regulators, lighted arrows and minor traffic control devices.

Payment for furnishing and operating temporary traffic control devices will be for the maximum quantity in use at any one time during the entire project.

Any additional signing or maintaining traffic devices required to expedite the construction will be at the Contractor's expense unless approved by the Engineer.

Include any/all costs for transporting temporary traffic control devices in their respective contract unit prices bid for the individual traffic control items of work set up in the contract.

The Engineer will pay for temporary traffic control devices only once irrespective of the number of times moved or placed in and out of operation.

Include any/all costs for temporary traffic control devices where there is no separate pay item in the contract unit price bid for the pay item **Minor Traffic Control**, **Max \$___**.

DISTANCE BETWEEN TRAFFIC SIGNS, "D"

| "D" | | | POST | ED SPEE | D LIMIT, | MPH (P | RIOR TO | WORK A | AREA) | | |
|-----------|-----|-----|------|---------|----------|--------|---------|--------|-------|-----|-----|
| DISTANCES | 25 | 30 | 35 | 40 | 45 | 50 | 55 | 60 | 65 | 70 | 75 |
| D (FEET) | 250 | 300 | 350 | 400 | 450 | 500 | 550 | 600 | 650 | 700 | 750 |

GUIDELINES FOR LENGTH OF LONGITUDINAL BUFFER SPACE, "B"

| "B" | SPEED,* MPH (PRIOR TO WORK AREA) | | | | | | | | | | | |
|----------|----------------------------------|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| LENGTHS | 20 | 25 | 30 | 35 | 40 | 45 | 50 | 55 | 60 | 65 | 70 | 75 |
| B (FEET) | 33 | 50 | 83 | 132 | 181 | 230 | 279 | 329 | 411 | 476 | 542 | 625 |

^{*} POSTED SPEED, OFF-PEAK 85TH PERCENTILE SPEED PRIOR TO WORK STARTING, OR THE ANTICIPATED OPERATING SPEED.

MINIMUM MERGING TAPER LENGTH, "L" (FEET)

| OFFSET | POSTED SPEED LIMIT, MPH (PRIOR TO WORK AREA) | | | | | | | | | | |
|--------|--|-----|-----|-----|-----|-----|-----|-----|-----|------|------|
| (FEET) | 25 | 30 | 35 | 40 | 45 | 50 | 55 | 60 | 65 | 70 | 75 |
| 1 | 11 | 15 | 21 | 27 | 45 | 50 | 55 | 60 | 65 | 70 | 75 |
| 2 | 21 | 30 | 41 | 54 | 90 | 100 | 110 | 120 | 130 | 140 | 150 |
| 3 | 32 | 45 | 62 | 80 | 135 | 150 | 165 | 180 | 195 | 210 | 225 |
| 4 | 42 | 60 | 82 | 107 | 180 | 200 | 220 | 240 | 260 | 280 | 300 |
| 5 | 53 | 75 | 103 | 134 | 225 | 250 | 275 | 300 | 325 | 350 | 375 |
| 6 | 63 | 90 | 123 | 160 | 270 | 300 | 330 | 360 | 390 | 420 | 450 |
| 7 | 73 | 105 | 143 | 187 | 315 | 350 | 385 | 420 | 455 | 490 | 525 |
| 8 | 84 | 120 | 164 | 214 | 360 | 400 | 440 | 480 | 520 | 560 | 600 |
| 9 | 94 | 135 | 184 | 240 | 405 | 450 | 495 | 540 | 585 | 630 | 675 |
| 10 | 105 | 150 | 205 | 267 | 450 | 500 | 550 | 600 | 650 | 700 | 750 |
| 11 | 115 | 165 | 225 | 294 | 495 | 550 | 605 | 660 | 715 | 770 | 825 |
| 12 | 125 | 180 | 245 | 320 | 540 | 600 | 660 | 720 | 780 | 840 | 900 |
| 13 | 136 | 195 | 266 | 347 | 585 | 650 | 715 | 780 | 845 | 910 | 975 |
| 1 4 | 146 | 210 | 286 | 374 | 630 | 700 | 770 | 840 | 910 | 980 | 1050 |
| 15 | 157 | 225 | 307 | 400 | 675 | 750 | 825 | 900 | 975 | 1050 | 1125 |

NOT TO SCALE

Michigan Department of Transportation NOT

NOT TO SCALE

MAINTAINING TRAFFIC TYPICAL

NO: 101-GENSPACING-CHARTS

"B", "D" AND "L" TABLES
CHANNELIZING DEVICE SPACING,
SIGN BORDER KEY, AND ROLL-AHEAD SPACING

DATE: MAY 2021 SHEET:

THE FORMULAS FOR THE MINIMUM LENGTH OF A MERGING TAPER IN DERIVING THE "L" VALUES SHOWN IN THE ABOVE TABLES ARE AS FOLLOWS:

 $"L" = \underline{W \times S^2}$ WHERE POSTED SPEED PRIOR TO THE WORK AREA IS 40 MPH OR LESS

"L" = W X SWHERE POSTED SPEED PRIOR TO THE WORK AREA IS 45 MPH OR GREATER

L = MINIMUM LENGTH OF MERGING TAPER

S = POSTED SPEED LIMIT IN MPH PRIOR TO WORK AREA

W = WIDTH OF OFFSET

TYPES OF TAPERS

UPSTREAM TAPERS MERGING TAPER

SHIFTING TAPER SHOULDER TAPER 2 TO 1 LANE ROAD TAPER L – MINIMUM 1/2 L - MINIMUM

TAPER LENGTH

1/3 L - MINIMUM 100' - MAXIMUM

DOWNSTREAM TAPERS (USE IS RECOMMENDED)

100' (PER LANE)

MAXIMUM SPACING FOR CHANNELIZING DEVICES

| WORK ZONE | DRUM AND 42" DE\ | /ICE SPACING (FT) | NIGHTTIME 42" DEVICE SPACING (FT) | | |
|-------------|------------------|-------------------|-----------------------------------|---------|--|
| SPEED LIMIT | TAPER | TANGENT | TAPER | TANGENT | |
| < 45 MPH | 1 × SPEED LIMIT | 2 × SPEED LIMIT | 25 FEET | 50 FEET | |
| ≥ 45 MPH | 50 FEET | 100 FEET | 25 FEET | 50 FEET | |

SIGN OUTLINE KEY

DASHED OUTLINES INDICATE A SIGN THAT SOLID OUTLINES INDICATE A SIGN THAT EXISTS ON SITE, AND NEEDS TO BE COVERED. IS TO BE PLACED ON THE PROJECT



SOLID OUTLINES INDICATE A SIGN THAT



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MAINTAINING TRAFFIC TYPICAL 101-GEN-SPACING-CHARTS

"B", "D" AND "L" TABLES CHANNELIZING DEVICE SPACING SIGN BORDER KEY AND ROLL-AHEAD SPACING DATE: MAY 2021 SHEET:

GUIDELINES FOR ROLL-AHEAD DISTANCES FOR TMA VEHICLES - TEST LEVEL 2

| WEIGHT OF TMA VEHICLE | PREVAILING SPEED (POSTED SPEED PRIOR TO WORK ZONE) | ROLL-AHEAD DISTANCE* (DISTANCE FROM FRONT OF TMA VEHICLE TO WORK AREA) |
|-----------------------------|--|--|
| 5.5 TONS (STATIONARY) | 40 MPH OR LESS | 25 FT |

^{*} ROLL-AHEAD DISTANCES ARE CALCULATED USING A 4,410 POUND IMPACT VEHICLE WEIGHT.

GUIDELINES FOR ROLL-AHEAD DISTANCES FOR TMA VEHICLES - TEST LEVEL 3

| WEIGHT OF TMA VEHICLE | PREVAILING SPEED (POSTED SPEED PRIOR TO WORK ZONE) | ROLL-AHEAD DISTANCE* (DISTANCE FROM FRONT OF TMA VEHICLE TO WORK AREA) |
|-----------------------------|--|--|
| 5 TONS (MOBILE) | 45 MPH | 100 FT |
| | 50-55 MPH | 150 FT |
| | 60-75 MPH | 175 FT |
| 12 TONS (STATIONARY) | 45 MPH | 25 FT |
| | 50-55 MPH | 25 FT |
| | 60-75 MPH | 50 FT |

^{*} ROLL-AHEAD DISTANCES ARE CALCULATED USING A 10,000 POUND IMPACT VEHICLE WEIGHT.

MAINTAINING TRAFFIC TYPICAL

NOT TO SCALE

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THE FOLLOWING NOTES APPLY IF CALLED FOR ON THE TRAFFIC TYPICAL

GENERAL NOTES

- G1: SEE GEN-SPACING-CHARTS FOR COMMON VALUES INCLUDING:
 D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES
 L = MINIMUM LENGTH OF TAPER

 - = LENGTH OF LONGITUDINAL BUFFER
 - ROLL AHEAD DISTANCE
- G2: DISTANCE BETWEEN SIGNS, "D", THE VALUES FOR WHICH ARE SHOWN IN TYPICAL GEN-KEY ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.
- TEMPORARY SIGNS, TYPE III BARRICADES, THEIR SUPPORT SYSTEMS AND ALL TEMPORARY SIGNS, TYPE III BARRICADES, THEIR SUPPORT SYSTEMS AND LIGHTING MUST MEET NATIONAL COOPERATIVE HIGHMAY RESEARCH PROGRAM REPORT 350 (NCHRP 350) TEST LEVEL 3, OR MANUAL FOR ASSESSING SAFETY HARDWARE (MASH) TL-3 AS WELL AS THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS. ONLY DESIGNS AND MATERIALS APPROVED BY MDOT WILL BE ALLOWED.
- G4: DO NOT STORE EQUIPMENT, MATERIALS OR PERFORM WORK IN ESTABLISHED BUFFFR ARFAS.
- G5: ALL EXISTING PAVEMENT MARKINGS WHICH ARE IN CONFLICT WITH EITHER PROPOSED CHANGES IN TRAFFIC PATTERNS OR PROPOSED TEMPORARY TRAFFIC MARKINGS SHALL BE REMOVED BEFORE ANY CHANGE IS MADE IN THE TRAFFIC PATTERN. EXCEPTION WILL BE MADE FOR TRAFFIC PATTERNS FOR WORK LESS THAN THREE DAYS THAT ARE ADEQUATELY DELINEATED BY OTHER TRAFFIC CONTROL DEVICES.

SIGN NOTES

- S1: ALL NON-APPLICABLE SIGNING WITHIN THE CIA MUST BE MODIFIED TO FIT CONDITIONS, COVERED, OR REMOVED. FOR GUIDANCE SEE THE WORK ZONE SAFETY AND MOBILITY MANUAL, SECTIONS 6.01.09 AND 6.01.10.
- S2: R5-18b SIGNS ARE ONLY REQUIRED ON FREEWAY PROJECTS WITH A DURATION OF 15 DAYS OR LONGER OR NON-FREEWAY PROJECTS WITH A DURATION OF 90 DAYS OR LONGER. TO APPLY THIS TYPICAL WITHOUT R5-18b SIGNS, REMOVE THE SIGNS AND CONSOLIDATE THE SEQUENCE AS APPROPRIATE.
- S3: R5-18c IS ONLY REQUIRED IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. OMIT THIS SIGN IN SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE.
- S4: ADDITIONAL SIGNING AND/OR ELONGATED SIGNING SEQUENCES SHOULD BE USED WHEN TRAFFIC VOLUMES ARE SIGNIFICANT ENOUGH TO CREATE BACKUPS BEYOND THE W20-5 SIGNS
- S5: PLACE ADDITIONAL SPEED LIMIT SIGNS REFLECTING THE WORK ZONE SPEED AFTER EACH MAJOR CROSSROAD THAT INTERSECTS THE WORK ZONE, OR AFTER EACH ENTRANCE RAMP THAT COMES ONTO THE FREEWAY WHERE THE REDUCED SPEED IS IN EFFECT. PLACE ADDITIONAL SPEED LIMIT SIGNS AT INTERVALS ALONG THE IS IN EFFECT. PLACE ADDITIONAL SPEED LIMIT SIGNS AT INTERVALS ALONG THE ROADWAY SUCH THAT NO SPEED LIMIT SIGNS ARE MORE THAN 2 MILES APART. WHEN REDUCED SPEED LIMITS ARE UTILIZED IN THE WORK AREA, PLACE ADDITIONAL SPEED LIMIT SIGNS RETURNING TRAFFIC TO ITS NORMAL SPEED BEYOND THE LIMITS OF THE WORK AREA AS INDICATED. IF PERMANENT SIGNS DISPLAYING THE CORRECT SPEED LIMIT ARE POSTED, OMIT ALL W3-5b AND R2-1 SIGNS AND REDUCE SPACING ACCORDINGLY.
- S6: FABRICATE SPECIAL SIGNS IN ACCORDANCE WITH CURRENT SIGNING DESIGN STANDARDS.
- S7: PLACE ADDITIONAL R8-3 SIGNS AT A MAXIMUM 500' SPACING THROUGHOUT THE WORK ZONE.
- S8: WHEN SPEED LIMIT SIGNS CANNOT BE PLACED SIDE BY SIDE AS SHOWN, PLACE THEM "D" DISTANCE APART.
- S9: STOP SIGNS NOT REQUIRED IF SIGNALS ARE ON 4-WAY FLASHING RED. STOP AHEAD SIGNS ARE NOT REQUIRED IF THERE IS ADEQUATE VISIBILITY THE STOP SIGN OR IF SIGNALS ARE BEING USED TO CONTROL TRAFFIC.
- S10: PLACE REDUCED SPEED ZONE AHEAD SIGN (W3-5b) HERE WHEN USING A SPEED REDUCTION IN THIS DIRECTION.
- S11:THE NUMBER OF W1-6 SHIFT SIGNS TO PLACE FOR A SHIFT IS AS FOLLOWS: SHIFTS 4FT OR LESS, PLACE ONE W1-6(R)(L) SHIFTS 5FT TO 12FT, PLACE TWO W1-6(R)(L) SHIFTS MORE THAN 12FT, PLACE THREE OR MORE W1-6(R)(L) SIGNS DEPENDING UPON LENGTH OF SHIFT AND AS PER THE ENGINEER.
- S12: PLACE R2-1 SIGNS AS DETAILED IN NOTE S5 WHEN THERE IS A SPEED REDUCTION IN THIS DIRECTION

TRAFFIC REGULATOR NOTES

- TRI:TRAFFIC REGULATORS MUST FOLLOW ALL THE REQUIREMENTS IN THE STANDARD SPECIFICATIONS, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS, THE CURRENT VERSIONS OF THE TRAFFIC REGULATOR'S INSTRUCTION MANUAL AND THE VIDEO "HOW TO SAFELY REGULATE TRAFFIC IN MICHIGAN". THE MAXIMUM DISTANCE BETWEEN THE TRAFFIC REGULATORS IS DETERMINED BY THE ROADWAY ADT, GEOMETRICS, AND AS DIRECTED BY THE ENGINEER.
- TR2: PROVIDE APPROPRIATE BALLOON LIGHTING TO SUFFICIENTLY ILLUMINATE TRAFFIC REGULATOR'S STATIONS WHEN TRAFFIC REGULATING IS ALLOWED DURING THE HOURS OF DARKNESS.
- TR3: PROVIDE EITHER A STOP/SLOW AFAD OR A RED/YELLOW LENS AFAD, MEETING THE REQUIREMENTS OF THE MMUTCD

TEMPORARY TRAFFIC CONTROL DEVICE NOTES

- TCD1: THE MAXIMUM DISTANCE IN FEET BETWEEN CHANNELIZING DEVICES IN A TAPER SHOULD NOT EXCEED 1.0 TIMES THE WORK ZONE SPEED LIMIT IN MPH FOR ROADWAYS WITH A POSTED WORK ZONE SPEED LIMIT LESS THAN 45 MPH AND SHOULD NOT EXCEED 50 FEET ON ROADWAYS WITH A POSTED WORK ZONE SPEED LIMIT OF 45 MPH OR GREATER. THE SPACING FOR 42 INCH CHANNELIZING DEVICE TAPERS ARE NOT TO EXCEED 25 FEET AT NIGHT.
- TCD2: THE MAXIMUM DISTANCE IN FEET BETWEEN CHANNELIZING DEVICES IN A TANGENT SHOULD NOT EXCEED TWICE THE WORK ZONE SPEED LIMIT IN MPH FOR ROADWAYS WITH A POSTED WORK ZONE SPEED LIMIT LESS THAN 45 MPH AND SHOULD NOT EXCEED 100 FEET ON ROADWAYS WITH A POSTED WORK ZONE SPEED LIMIT OF 45 MPH OR GREATER. THE SPACING FOR 42 INCH CHANNELIZING DEVICE TANGENTS ARE NOT TO EXCEED 50 FEET AT NIGHT.
- TCD3: TYPE III BARRICADES MUST BE LIGHTED FOR OVERNIGHT CLOSURES.
- TCD4: WHEN THE HAUL ROAD IS NOT IN USE, PLACE LIGHTED TYPE III BARRICADES WITH "ROAD CLOSED" EXTENDING COMPLETELY ACROSS THE HAUL ROAD.
- TCD5: USE OBJECT MARKER SIGNS IN LIEU OF THE TYPE B HIGH INTENSITY LIGHT SHOWN IN THE STANDARD PLAN FOR TEMPORARY CONCRETE BARRIER (R-53, AND R-126) WHEN USED WITH A TEMPORARY SIGNAL SYSTEM. THE OBJECT MARKERS MUST BE A MINIMUM OF 12 INCHES IN WIDTH AND 36 INCHES IN HEIGHT AND HAVE ORANGE AND WHITE RETROREFLECTIVE SHEETING. THE RETROREFLECTIVE SHEETING MUST HAVE ALTERNATING DIAGONAL ORANGE AND WHITE STRIPES SLOPING DOWNWARD AT AN ANGLE OF 45 DEGREES IN THE DIRECTION VEHICULAR TRAFFIC IS TO PASS.
- TCD6: PLACE LIGHTED ARROW PANELS AS CLOSE TO THE BEGINNING OF TAPERS AS PRACTICAL, BUT NOT IN A MANNER THAT WILL OBSCURE OR CONFUSE APPROACHING MOTORISTS WHEN PHYSICAL LIMITATIONS RESTRICT PLACEMENT. IN CURBED SECTIONS, IF ARROW BOARD CANNOT BE PLACED BEHIND CURB, PLACE ARROW BOARD IN THE CLOSED LANE AS CLOSE TO THE BEGINNING OF TAPER AS POSSIBLE.
- TCD7: ADDITIONAL TYPE III BARRICADES MAY BE REQUIRED TO COMPLETELY CLOSE OFF ROAD FROM EDGE OF PAVEMENT TO EDGE OF PAVEMENT.
- TCD8: WHERE THE SHIFTED SECTION IS SHORTER THAN 600 FEET, A DOUBLE REVERSE CURVE SIGN (W24-1) CAN BE USED INSTEAD OF THE FIRST REVERSE CURVE SIGN, AND THE SECOND REVERSE CURVE SIGN CAN BE OMITTED.
- TCD9: RUMBLE STRIPS ARE TO BE PLACED AS SPECIFIED IN THE CONTRACT. IF NOT SPECIFIED IN THE CONTRACT, PLACE RUMBLE STRIPS AS SHOWN, AND IN ACCORDANCE WITH THE RUMBLE STRIP MANUFACTURER'S RECOMMENDATIONS. AN ARRAY OF RUMBLE STRIPS CONTAINS THREE RUMBLE STRIPS. PLACE THE RUMBLE STRIPS IN THE ARRAY AT A CONSISTENT DISTANCE, BETWEEN 10' AND 20' APART.
- TCD10: SEE THE WORK ZONE SAFETY AND MOBILITY MANUAL, PORTABLE CHANGEABLE MESSAGE SIGN GUIDELINES FOR RECCOMENDED AND CORRECT PCMS MESSAGING. STAGGER PCMS THAT ARE ON OPPOSING SIDES OF THE ROAD 1000 FEET FROM EACH OTHER.

RAMP NOTES

- RMP1: WHEN CONDITIONS ALLOW, E5-1 SIGNS MUST BE REMOVED OR COVERED AND CHANELIZING DEVICES MUST BE POSITIONED TO ENABLE RAMP TRAFFIC TO DIVERGE IN A FREE MANNER
- RMP2: STOP AND YIELD CONDITIONS SHOULD BE AVOIDED WHENEVER PRACTICAL.
 WHEN CONDITIONS WARRANT, R1-1 SIGNS MAY BE USED IN PLACE OF
 R1-2 SIGNS. WHEN R-1 SIGNS ARE USED, W3-1 SIGNS MUST BE USED
 IN PLACE OF W3-2 SIGNS. CONSIDERATION SHOULD BE GIVEN TO CLOSING THE RAMP TO COMPLETE WORK TO ALLOW AN ADEQUATE MERGE DISTANCE WORK SHOULD BE EXPEDITED TO AVOID THE STOP AND/OR YIELD CONDITIONS.

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NOT TO SCALE

NO:

102-GEN-NOTES

MAINTAINING TRAFFIC TYPICAL

TRAFFIC TYPICALS NOTE SHEET

DATE: MAY 2022

SHEET:

THE FOLLOWING NOTES APPLY IF CALLED FOR ON THE TRAFFIC TYPICAL

SIGNAL NOTES

- SIG1: EXISTING SIGNAL MUST BE EITHER 4-WAY FLASHING RED, BAGGED, OR TURNED OFF.
- SIG2: SIGNAL IS IN OPERATION.
- SIG3: DELINEATE THE WORK ZONE AREA WITH 28 INCH CONES FOR DAYTIME WORK, OR 42 INCH CHANNELIZING DEVICES FOR NIGHTTIME WORK.
- SIG4: THE CONTRACTOR MUST HAVE A DESIGNATED SPOTTER IF THE AERIAL BUCKET TRUCK IS LOCATED OVER ACTIVE TRAVEL LANES.
- SIG5: THE LOWEST POINT OF THE BUCKET MAY NOT TRAVEL BELOW 14 FOOT VERTICAL CLEARANCE. THE CONTRACTOR MUST UTILIZE AN ALTERNATE SET UP, OR PLACE THE INTERSECTION IN A 4 WAY STOP IF THE 14 FOOT VERTICAL CLEARANCE IS COMPROMIZED. USE TRAFFIC REGULATORS TO CONTROL TRAFFIC THROUGH THE INTERSECTION WHEN TRAFFIC IS PLACED IN A 4 WAY STOP.
- SIG6: DELINEATE THE TRUCK WITH CHANNELIZING DEVICES. THE POSITION OF THE TRUCK MAY BE MOVED TO FACILITATE WORK.

MAINTENANCE AND SURVEYING NOTES

- MS1: WHENEVER STOPPING SIGHT DISTANCE EXISTS TO THE REAR, THE SHADOW VEHICLES SHOULD MAINTAIN THE RECOMENDED DISTANCE FROM THE WORK AREA AND PROCEEED AT THE SAME SPEED. THE SHADOW VEHICLE SHOULD SLOW DOWN AND TRAVEL AT A FARTHER DISTANCE TO PROVIDE ADEQUATE SIGHT DISTANCE IN ADVANCE OF VERTICAL OR HORIZONTAL CURVES.
- MS2: WORKERS OUTSIDE OF VEHICLES SHOULD WORK WITHIN 150' OF WORK VEHICLES WITH AN ACTIVATED BEACON, BETWEEN THE "BEGIN WORK CONVOY" SIGN AND THE "END WORK CONVOY" SIGN, OR BETWEEN THE "WORK ZONE BEGINS" AND "END ROAD WORK" SIGN.
- MS3: WORK OR SHADOW VEHICLES WITH OR WITHOUT A TMA MAY BE USED TO SEPARATE THE WORK SPACE FROM TRAFFIC. IF USED, THE VEHICLES SHOULD BE PARKED ACCORDING TO THE ROLL AHEAD DISTANCE TABLES
- MS4: WORK AND SHADOW VEHICLES SHALL BE APPROPRIATELY EQUIPPED WITH AN ACTIVATED AMBER BEACON.
- MS5: WHEN WORKERS ARE OUTSIDE THEIR VEHICLES IN AN EXISTING LANE WHILE A MOBILE OPERATION IS OCCURRING DURING THE NIGHTTIME HOURS, CHANNELIZING DEVICES TO DELINEATE OPEN OR CLOSED LANES AT 50 FT SPACING MUST BE USED. AN EXAMPLE OF AN OPERATION (BUT NOT LIMITED TO) IS THE LAYOUT OF CONCRETE PATCHES.
- MS6: W21-6 AND W20-1 SIGNS MAY BE SUBSTITUTED AS DETERMINED BY THE TYPE OF WORK TAKING PLACE AS PER THE ENGINEER.

| EMDOT |
|---------------------------------------|
| Michigan Department of Transportation |

FILE: 102-GEN-NOTES.dgn

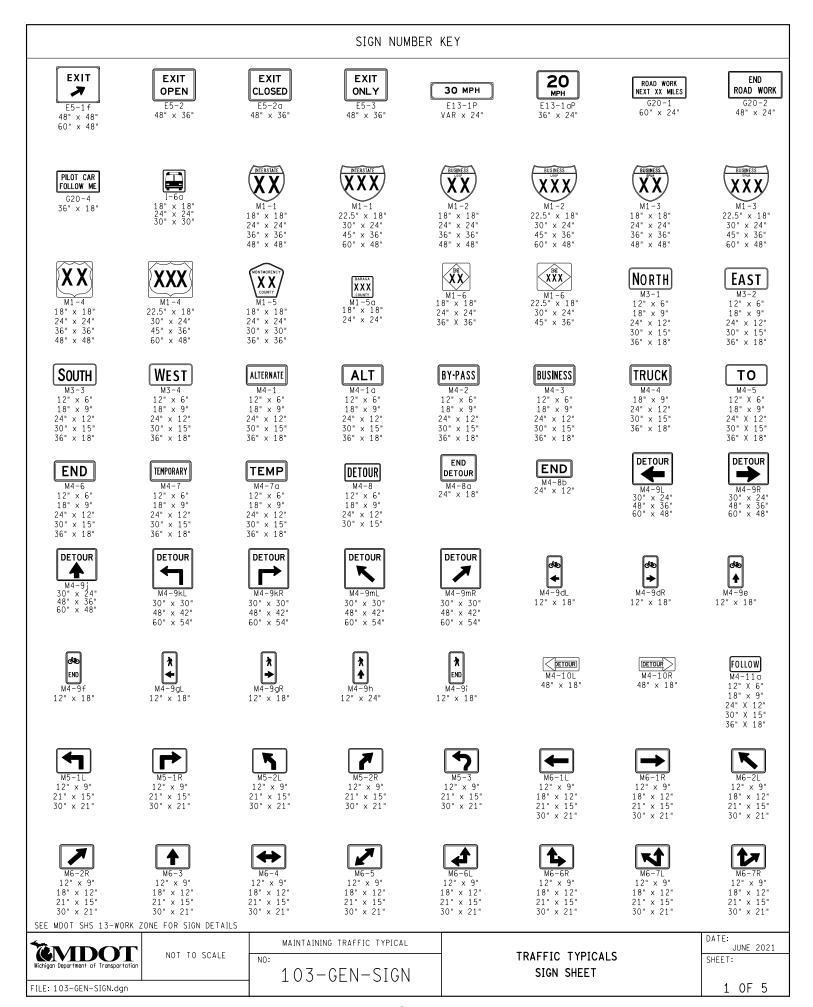
NOT TO SCALE

MAINTAINING TRAFFIC TYPICAL

102-GEN-NOTES

TRAFFIC TYPICALS
NOTE SHEET

DATE: MAY 2022 SHEET:





SOUTH **[27**] KEEP RIGHT M8-1gR 36" x 66"









18" × 18" 24" × 24" 30" × 30" 36" × 36" 48" × 48"



BACK SLOW

YIELD R1-2 18" 24" 30" 36" 48" 60"



24" × 18" 36" × 30" 48" × 36"



18" × 24" 24" × 30" 30" × 36" 36" × 48" 48" x 60"





24" x 24" 30" x 30" 36" x 36"



24" × 24" 30" × 30" 36" × 36" 24" x 24" 36" x 36" 48" x 48















LEFT LANE MUST TURN LEFT R3-7L 30" x 30" 36" x 36"

MUST TURN RIGHT R3-7R 30" x 30" 36" x 36"







12" × 18" 18" × 24" 24" × 30" 36" × 48" 48" × 60"









18" × 24" 24" × 30" 36" x 48" 48" x 60"



R4-9 18" × 24" 24" × 30" 36" × 48" 48" × 60"

USE ALL



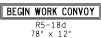
RIGHT LANE

DO NOT WRONG R5-1a 30" × 18" 36" × 24" 42" × 30"











LANES DURING BACKUPS R5-18f 48" x 60"



DO NOT FOLLOW TRUCKS INTO WORK ZONE R5-18h







R6-2L 12" × 16" 18" × 24" 24" × 30" 36" × 48"



R6-2R 12" × 16" 18" × 24" 24" × 30" 36" × 48"



R5-18e 72" × 12"

R8-3 12" × 12" 18" × 18" 24" × 24" 36" × 36"



SIDEWALK CLOSED R9-9 24" × 12" 30" × 18"





SIDEWALK CLOSED AHFAD CROSS HERE

R9-11R 24" x 12" 48" x 36"



R9-11aL 24" × 12" 48" × 24"



R9-11aR 24" × 12" 48" × 24"



ROAD **CLOSED** R11-2



EXIT CLOSED R11-2b 48" x 30"



60" x 30"

ROAD CLOSED 10 MILES AHEAD LOCAL TRAFFIC ONLY R11-3a

BRIDGE OUT 10 MILES AHEAD LOCAL TRAFFIC ONLY R11-3b

ROAD CLOSED THRU TRAFFIC



60" x 30" 60" x 30" SEE MDOT SHS 13-WORK ZONE FOR SIGN DETAILS



FILE: 103-GEN-SIGN.dgn

NOT TO SCALE

N0: 103-GEN-SIGN

MAINTAINING TRAFFIC TYPICAL

TRAFFIC TYPICALS SIGN SHEET

DATE: JUNE 2021 SHEET:

SIGN NUMBER KEY



30" × 30" 36" × 36"





18" × 18" 24" × 24" 30" × 30" 36" × 36" 48" × 48"











24" × 24" 30" × 30" 36" × 36" 48" x 48



18" x 24" 24" x 30"



W5-30" x 30" 36" x 36" 48" x 48"



18" × 18" 24" × 24" 30" × 30" 36" × 36"

18" × 18" 24" × 24"

30" × 30"

36" x 36"

48" x 48'

30" x 30" 36" x 36"



18" × 18" 24" × 24" 30" × 30" 36" × 36"

24" × 24" 30" × 30" 36" × 36"

48" x 48"

W24-1bL 30" × 30" 36" × 36" 48" × 48"

18" × 18" 30" × 30" 36" × 36"



24" x 24" 30" x 30" 36" x 36"

W24-1bR

30" x 30" 36" x 36" 48" x 48"

BE

PREPARED

JO STOP

W3-4 30" × 30" 36" × 36" 48" × 48"

48"



24" × 24" 30" × 30" 36" × 36"

24" × 12" 36" × 18" 48" × 24" 60" × 30" 96" × 48"

PREPARE

TO STOP WHE

FLASHING

W3-4b 30" x 30" 36" x 36"

48" x 48"

48"





24" x 24" 30" x 30" 36" x 36"

x 48"





W1-5L 18" × 18" 24" × 24" 30" × 30" 36" × 36" 48" × 48"



30" × 30" 36" × 36" 48"



36" × 36" W24-1L 48" × 48" ALLLANES

W24-1cP 24" × 18" 30" × 24"











SPEED ZONE

W3-5a 30" × 30" 36" × 36" 48" × 48"

60" x 60"











W4-1R 24" × 24" 30" × 30" 36" × 36" 48" × 48"



























ROAD

NARROWS

W5-1

30" × 30" 36" × 36" 48" × 48"





W4-5L 24" × 24" 30" × 30" 36" × 36" 48" × 48"

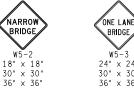


SPEED ZON

W3-5b 30" × 30" 36" × 36"

48" x 48"











| W8-1 | | | | | |
|------|---|-----|--|--|--|
| 18" | Х | 18" | | | |
| 24" | Х | 24" | | | |
| 30" | Х | 30" | | | |
| 36" | Х | 36" | | | |
| 48" | Χ | 48" | | | |
| | | | | | |



W4-6L

24" × 24" 30" × 30" 36" × 36"

30" x 30" 36" x 36" 48" x 48"



30" x 30" 36" x 36" 48" x 48"



W4-7L

30" × 30" 36" × 36" 48" × 48"



24" x 24" 30" x 30" 36" x 36"





SEE MDOT SHS 13-WORK ZONE FOR SIGN DETAILS

FILE: 103-GEN-SIGN.dgn

NOT TO SCALE

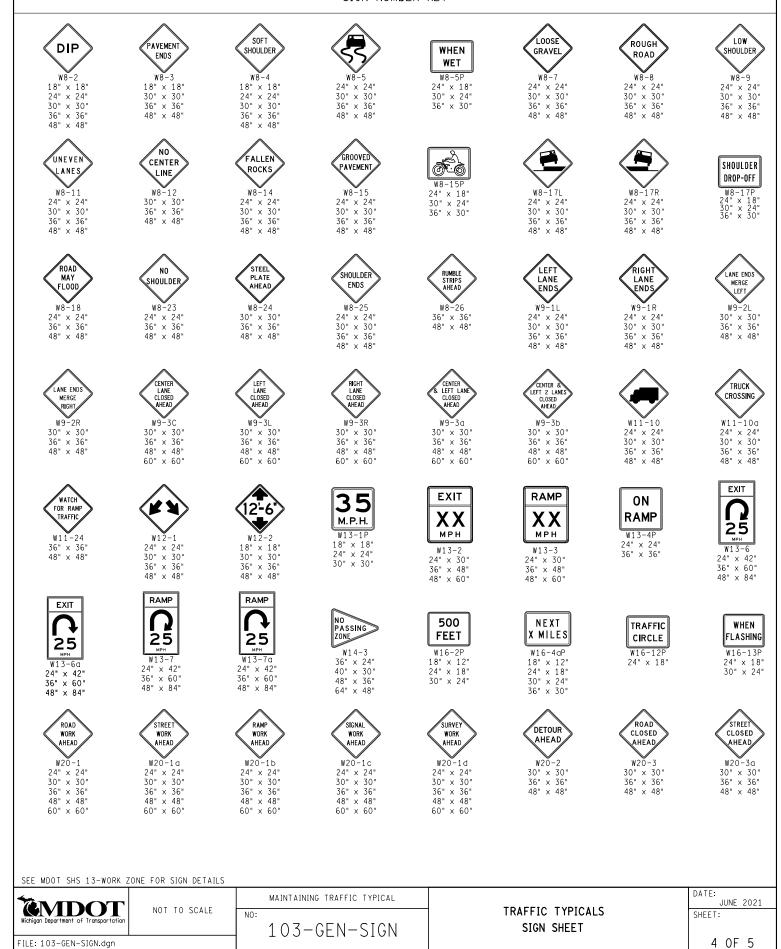
MAINTAINING TRAFFIC TYPICAL N0:

103-GEN-SIGN

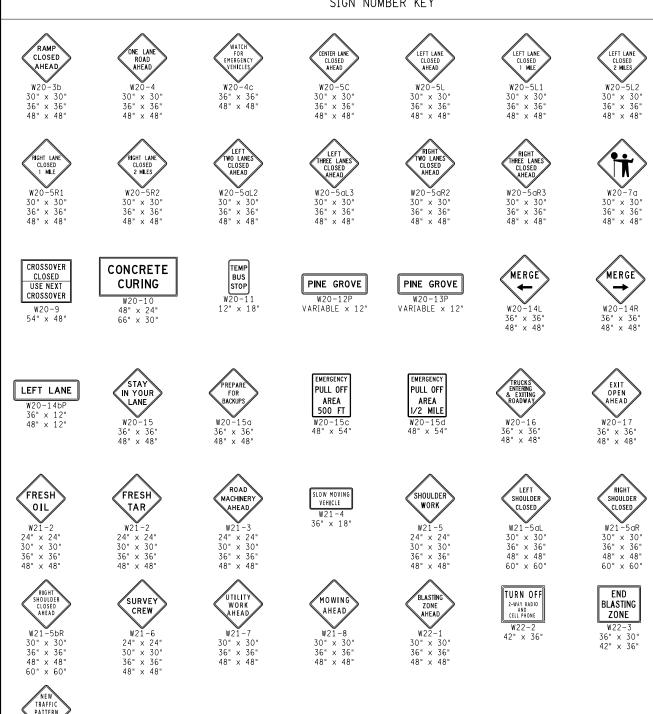
TRAFFIC TYPICALS SIGN SHEET

DATE: JUNE 2021 SHEET:

SIGN NUMBER KEY



SIGN NUMBER KEY



AHEAD W23-2 36" x 36' 48" x 48'

SEE MDOT SHS 13-WORK ZONE FOR SIGN DETAILS



FILE: 103-GEN-SIGN.dgn

NOT TO SCALE

MAINTAINING TRAFFIC TYPICAL N0:

103-GEN-SIGN

TRAFFIC TYPICALS SIGN SHEET

DATE: JUNE 2021 SHEET:

RIGHT LAI

CLOSED

W20-5R

30" x 30" 36" x 36"

48" × 48"

SIDEWALK

CLOSED

AHEAD

W20-8

24" × 18"

TAKE TURNS

W20-14aP

36" × 12" 48" × 12"

WORKER:

W21-1 24" × 24" 30" × 30" 36" × 36" 48" × 48"

W21-5bL 30" x 30" 36" x 36" 48" x 48"

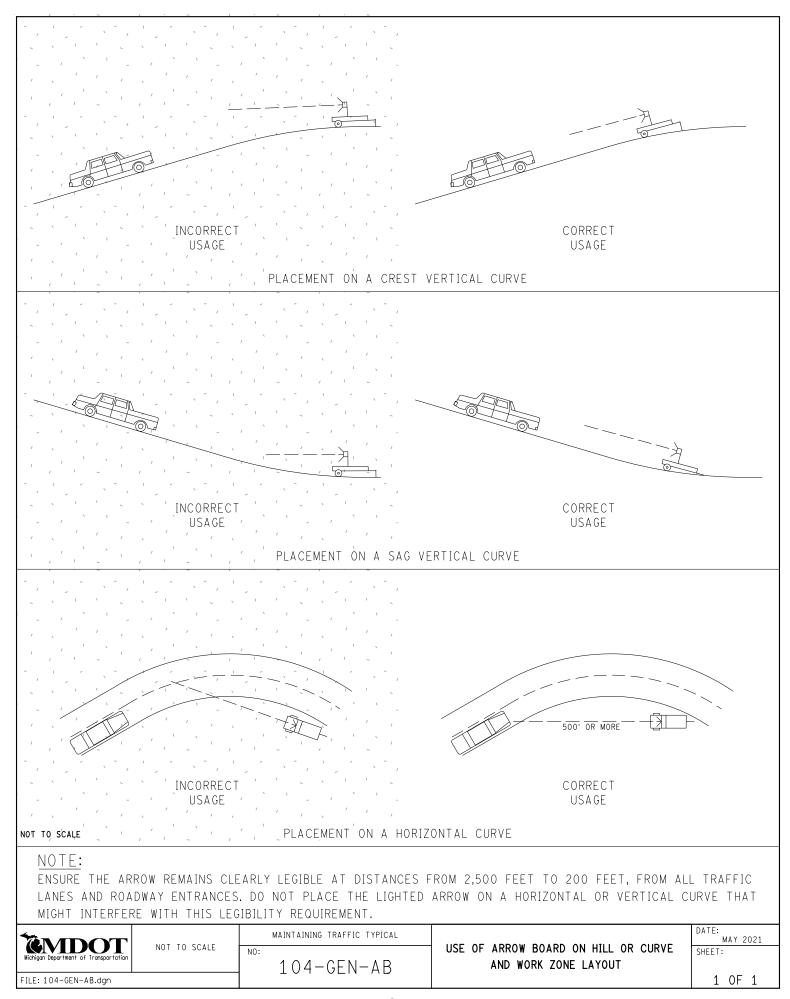
60" x 60'

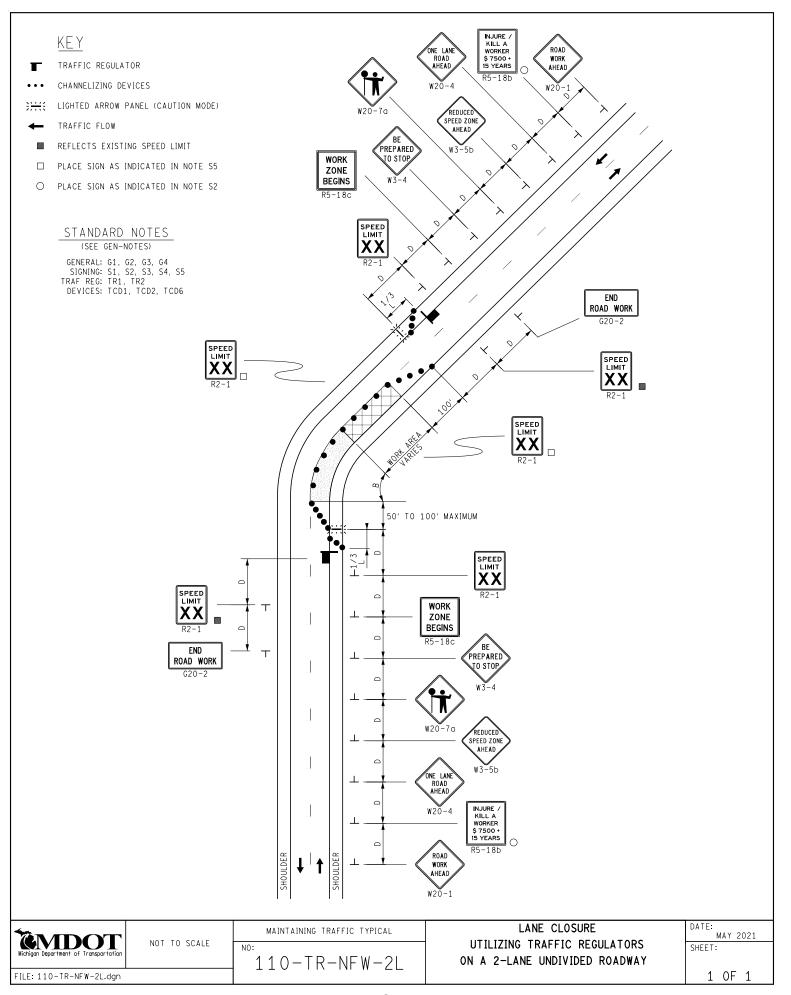
SLOW TRAFFIC

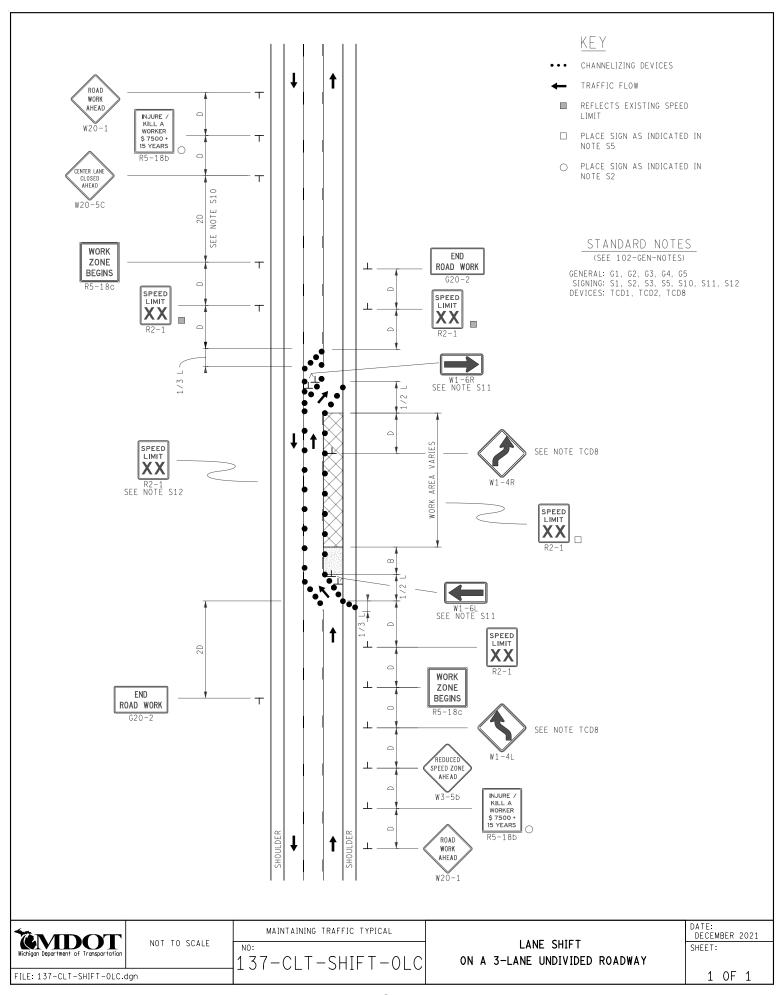
AHEAD

W23-1

48" x 24"







DETAILED SPECIFICATION FOR MINOR TRAFFIC CONTROL

SDA:DAD 1 of 4 02/23/23

a. Description. This work consists of protecting and maintaining vehicular and pedestrian traffic, in accordance with the sections 104.11 and 812 of the of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction; Part 6 of the 2011 Edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD); as directed by the Engineer, and as described herein.

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

- The furnishing and operating of miscellaneous signs, warning devices, flags, and cones;
- The operation of additional signs furnished by the City;
- Furnishing and installing meter bags;
- Coordinating with Republic Parking System to have meter bags installed and removed;
- Maintaining pedestrian traffic;
- Temporarily covering/uncovering traffic controls as directed;
- Temporarily covering/uncovering existing signs as directed;
- Any/all other miscellaneous and/or incidental items that are necessary to perform the work properly.
- **b. Materials.** Provide materials and equipment meeting the requirements specified in section 812 of the MDOT Standard Specifications for Construction.
- **c. Construction.** Perform the work required by this detailed specification throughout the life of the Contract.

Maintain pedestrian traffic at all times. For maintaining normal pedestrian traffic while performing sidewalk and driveway repair place, Pedestrian Type II Baricade, Temp, Pedestrian Type II Channelizer, Temp, "Sidewalk Closed" and/or "Cross Here" signs at locations directed by the Engineer.

All temporary traffic/pedestrian control devices furnished by the Contractor will remain the property of the Contractor. The City is not responsible for stolen or damaged signs, barricades, barricade lights or other traffic maintenance items. Replace missing or damaged traffic control devices immediately. Preserve, protect, and maintain all existing signs, and signs erected by the City of Ann Arbor on this project. At the direction of the Engineer, City forces will repair or replace any existing City owned signs damaged by the Contractor during the work. Repair/replacement of other signs damaged by the Contractor will be its responsibility to perform in a timely manner.

Temporarily cover conflicting traffic and/or parking signs when directed by the Engineer.

The City will enforce parking violation citations issued to the Contractor, subcontractor, and material suppliers including each of their respective employees under appropriate City Code.

Where there is metered parking within the influence of project work, the Contractor will coordinate with Republic Parking System to have meter bags temporarily installed prior to commencing with any work, and removed when the work is complete.

Maintain vehicular and pedestrian traffic during the work by the use of traffic regulators, channelizing devices and signs as necessary, and as directed by the Engineer, and in accordance with 2011 Edition of the MMUTCD. This detailed specification includes typical applications for maintaining pedestrian traffic in accordance with the 2011 Edition of the MMUTCD.

In order to maintain areas of on street parking available for residents, the Engineer may direct the contractor to cover and uncover temporary "No Parking" signs within the project limits multiple times throughout the course of the project.

d. Measurement and Payment. Measure and pay for the completed work, as described, at the contract unit price using the following pay item:

| Pay Item | Pay Unit |
|-------------------------------|----------|
| Minor Traffic Control, Max \$ | Lump Sum |

Measure **Minor Traffic Control, Max \$___** by the unit lump sum and pay for it at the contract unit price, which price includes costs for all labor, equipment and materials necessary to complete the work. The contract unit price also includes payment for any/all costs related to any temporary traffic control devices directed for use by the Engineer where there is no specific pay item in the Contract, for repeated covering and uncovering of signs, and maintaining pedestrian traffic.

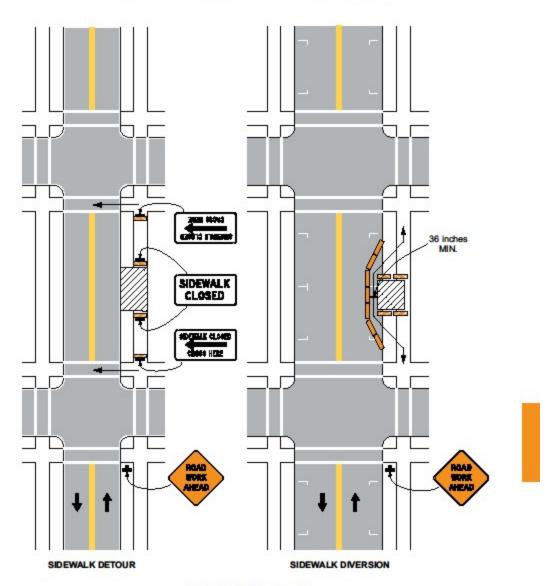
Include any/all costs for transporting temporary traffic control devices required by this detailed specification, or where there is no separate pay item in the contract, in the unit price for **Minor Traffic Control, Max \$___**.

The Contractor is solely responsible for any/all repair and/or replacement costs associated with damage to existing signs caused by its construction activities and/or operations.

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



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



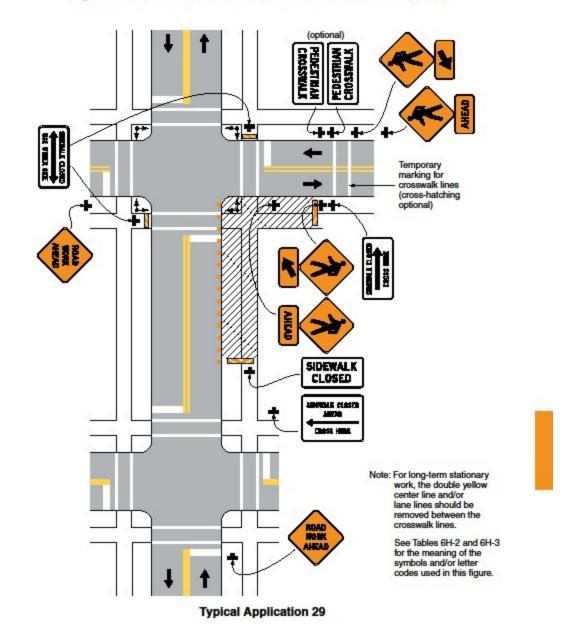
Typical Application 28

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

December 2009 Sect. 6H.01

2009 Edition Page 691

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



December 2009 Sect. 6H.01

DETAILED SPECIFICATION FOR ROCKERY WALL, INSTALL SALV

SDA:DAD 1 of 3 04/04/23

- **a. Description.** This work includes the installation of salvaged portions of rockery walls to transition and tie-in these types of existing walls with new retaining walls. Perform this work in in accordance with the details in the Contract Drawings, as specified herein, and as directed by the Engineer. Rockery walls covered under this specification shall not exceed 48-inches in height.
- **b. Materials.** Provide aggregate material meeting the requirements aggregate as specified in section 902 of the MDOT 2020 Standard Specifications for Construction. The ONLY permitted material shall be crushed limestone unless otherwise approved by the Engineer.

Chinking material shall be hard, sound and durable material, free from seams, cracks, and other defects tending to destroy its resistance to weather.

Replace damaged rocks as required with ones of equivalent size and type.

Chinking material shall be a minimum of 4 inches average dimension.

Provide geotextile fabric meeting the requirements for a non-woven geotextile separator as specified in section 910 of the MDOT 2020 Standard Specifications for Construction.

c. Construction. Use construction methods as described in subsection 204.03.E of the MDOT Standard Specifications for Construction, and as directed by the Engineer.

Construct aggregate base course in accordance with subsection 302.03 of the 2012 MDOT Standard Specifications for Construction. Deliver Class 21AA dense-graded aggregate to the job site in a thoroughly blended condition and handle in such a manner that there will be no mixing of underlying soil with the base aggregate.

If the property Owner indicates, before the start of construction, that they want to keep the existing boulders removed for the work, the Contractor shall remove and stockpile the boulders on the Owner's property in the location indicated by the owner. Otherwise, removed or excavated materials not incorporated into the work will become the property of the Contractor and be immediately removed and properly disposed of off-site. DO NOT stockpile overnight on site, or adjacent to it, any removed or excavated materials.

The Contractor shall restrict the excavation limits to the length of rock wall that can be constructed in one day's work. The Engineer may permit excavation beyond the limits that can be completed in one day's Work provided the Contractor either demonstrates that the excavation will remain stable until the rock wall is completed, or shores the excavation.

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

Prior to rock placement, the foundation, shall be compacted as approved by the Engineer. Any foundation soils found to be unsuitable shall be removed and replaced to the satisfaction of the Engineer.

Base course rocks shall have full contact with the foundation soils. If necessary, the excavation shall be shaped to fit the rocks. Rocks may be dropped to shape the ground provided the rocks do not crack. Cracked rocks shall be replaced and the foundation regraded to fit the replacement rock.

Wall batter shall be 6:1 or flatter as specified in the Drawings.

The maximum void between adjacent main rocks shall be 6 inches as measured at the smallest dimensions of the void within the thickness of the wall. Where voids larger than 6 inches are present, chinking rock shall be keyed between the rocks to fill the void.

Rocks shall be placed so there are no continuous joint planes in either the vertical or lateral direction.

Where possible, rocks shall be placed so that the rock shall bear on at least two rocks below it. Rocks shall be oriented so that flat surface contact points between adjacent rocks are maximized. Point-to-point contact between adjacent rocks shall be minimized. Each rock in a course shall be arranged so that the natural irregularities in the rocks key the rocks together and so that the courses are keyed together.

Base rocks shall be sized as "three man" (approximately 700-1500 pounds and 20-36 inch nominal diameter and top course rocks shall be sized as "two man" (approximately 200- 700 pounds and 14-22 inch nominal diameter) or greater. Rocks shall increase in size from the top of the wall to the bottom at a uniform rate.

Smaller rocks may be intermittently used for "structural chinking" which allows large rocks to rest in a stable movement free position. Void spaces between larger rocks shall be tightly filled or "aesthetically chinked" such that large gaps between rocks in the exposed face are reasonably well filled. There shall be no loose rocks or aggregate present at any point in the exposed face or top of the rockery wall.

Backfill for the rock wall shall be placed behind each course and tamped to provide a stable condition prior to placing rocks for the next successive course.

At the ends of the rockery wall, match existing walls or taper over a minimum distance of 8 feet. Adjust existing wall as necessary to create a smooth transition. All work to construct a transition within the existing wall shall be incidental.

d. Measurement and Payment. Measure and pay for the completed work, as described, at the contract unit prices using the following pay items:

Measure Rockery Wall, Install Salv area in place by the unit square yard and pay for it at the contract unit price, which price includes the costs for all labor, equipment, and materials

necessary to complete the work. All aggregate materials and geotextile fabric required to construct the walls shall be incidental to the Rockery Wall Pay Item.

DETAILED SPECIFICATION FOR TURF ESTABLISHMENT, PERFORMANCE

SDA:DAD 1 of 5 03/14/23

a. Description. For the work identified in this special provision paid for by the pay item Turf Establishment, Performance only, delete section 816 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction and replace it with this special provision. The Contractor is responsible for the performance and quality of turf growth in the areas shown on the plans and as identified by the Engineer. Comply with all local, state and federal laws when completing this work.

Establish a durable, permanent, mature, perennial turf. The work consists of fundamental turf work, including but not limited to topsoiling, seeding, mulching, erosion control, maintenance, watering and repair of turf as described herein during the life of the contract and during the life of any supplemental performance bond which may ensue.

Choose and implement proven turf establishment industry practices; provide all necessary labor and equipment; select and provide all turf establishment materials; and control erosion and any subsequent sedimentation at all times.

Perform a site analysis, interpret the results and implement a turf establishment program to ensure compliance with this specification. The site analysis must take into consideration topsoil needs, fertilizer and pH requirements, seed mix, existing and future soil moisture levels, slopes and grades, required erosion control items and devices, maintenance requirements, local highway snow removal and deicing practices, and any other characteristics that influence and affect turf establishment.

Subsection 107.11 of the MDOT 2020 Standard Specifications for Construction is revised relative to the Contractor's responsibility for the repair of turf establishment work as follows. The Contractor is responsible, at no additional cost to the contract, for the repair of turf establishment work occasioned by storm events of up to 3 inches of rain in a 24 hour period as documented by local meteorological data submitted to the Engineer for review and approval. All other portions of subsection 107.11 remain unchanged.

1. Contractor Turf Establishment Experience Requirements. Ensure weed control is done by a commercial herbicide applicator, licensed by the State of Michigan and certified by the Michigan Department of Agriculture & Rural Development (MDARD) in the appropriate category to apply herbicides. Use application procedures and materials in accordance with federal, state and local regulations. Use of restricted use chemicals is prohibited. Provide appropriate documentation and secure approval from the Engineer before application of herbicides.

At least 10 working days prior to start of turf establishment, provide documentation to the Engineer, from the Contractor performing the turf establishment work, that they meet one or both of the following requirements.

2. At least one person employed by the Contractor performing the turf establishment work and assigned to the job site has a degree or certificate in Turf Management, Horticulture, or related field.

- 3. At least one person employed by the Contractor performing the turf establishment work and assigned to the job site has at least 5 years of experience in roadside turf establishment.
- **b. Materials.** Provide topsoil, seed, mulch, pesticide, herbicide, mulch blankets and any other unique erosion control materials as necessary to fulfill this specification, as shown on the plans. Use additional materials, as necessary, to meet the standards set forth for turf establishment in this special provision. The use of sod on the project requires the prior approval of the Engineer and if approved, may be used at limited site locations only.

Selection of all materials is the responsibility of the Contractor with the following minimum conditions.

- 1. Soil. Provide furnished or salvaged topsoil, which may be blended compost, that will support vigorous growth. Ensure topsoil is humus bearing and placed at least 4 inches deep. Ensure it is free of stones larger than 1/2 inch (2 inches on freeway projects) in diameter and other debris. Trim and grade the finished slope in accordance with subsection 205.03.N of the MDOT 2020 Standard Specifications for Construction.
- 2. Seed. Use a seeding mixture that is composed of four or more species of perennial grass. Use only species and their cultivars or varieties which are guaranteed hardy for Michigan.

Recommended species of perennial grasses include Kentucky Bluegrass, Perennial Ryegrass, Hard Fescue, Creeping Red Fescue, Chewings Fescue, Turf-type Tall Fescue, Buffalo grass, and Alkaligrass-Fults Puccinellia distans. Select cultivars or varieties of grasses that are disease and insect resistant and of good color. Ensure that no one species in the mix is less than 5 percent, or more than 25 percent, of the mixture by weight. Do not select grass species considered noxious or objectionable, such as Quack Grass, Smooth Brome, Orchard Grass, Reed Canary Grass and others.

- 3. Ensure the seed is legally saleable in Michigan. Ensure the seed product does not contain more than 10 percent inert materials. Ensure the seed source is an MDOT approved certified vender.
- 4. Adapt the species and varieties of seed to the site conditions, to the site use, and to the soils, moisture and local climate. Site use may include, but is not limited to, detention pond, wildlife habitat, playground, wetlands, forested wetland, rural roadside, urban roadside and highly maintained front yard.
- 5. Ensure at least two of the species in the mixture proposed to be planted within 15 feet behind the curb or the shoulder are salt tolerant.
- 6. Mulch. Mulch seeded areas with the appropriate materials for the site conditions to promote germination and growth of seed and to mitigate soil erosion and sedimentation.
- 7. Herbicides. Comply with all federal, state and local laws. As part of the MDARD weed control application, the Contractor is required to make proper notifications and/or postings in accordance with the label and MDARD requirements for all locations that will be sprayed. Notify the Engineer at least 48 hours prior to any applications being made. Furnish

and apply herbicide(s) as needed. It is the Contractor's responsibility to select the herbicide(s) and the rate at which it is used. Obtain the Engineer's approval of work methods and herbicide(s) selected prior to the application of the herbicide(s). Complete a spray log and submit to the Engineer each day an application is made.

Do not draw water from any waterway (i.e. river, ditch, creek, lake etc.) located on state, county or municipal right-of-way, for mixing with herbicides.

- 8. Fertilizers. Furnish and apply fertilizer(s) as needed. It is the Contractor's responsibility to select the fertilizer(s) and the rate at which it is used. Phosphorus is allowed for use only at the time of planting and when required by soil conditions. Obtain the Engineer's approval of work methods and fertilizer(s) prior to the application of the fertilizer(s).
- 9. Water. Furnish and apply water from an approved source at a rate to promote healthy growth.
- **c.** Construction. The Contractor is responsible for all work and all construction methods used in completing this work. Implementation of any part of the MDOT 2020 Standard Specifications for Construction, Standard Plans or Special Details by the Contractor does not relieve the Contractor of responsibility for acceptability of the construction methods or for the quality of the work.
 - 1. Inspection of the Work. The Contractor is responsible for all inspection of turf establishment work.

Use a Contractor's Daily Report, approved by the Engineer, to report inspections made and to document turf establishment work performed on this project. Complete and submit a Contractor's Daily Report to the Engineer when any work performed under this special provision is in progress.

Include all necessary materials documentation including tests slips, certifications, etc. with the associated Contractor's Daily Report.

The Engineer will determine the acceptability of the Contractor's Daily Report in terms of their completeness and accuracy. The Engineer reserves the right to verify all submitted measurements and computations. Failure by the Contractor to submit acceptable and timely reports to the Engineer may result in withholding of progress pay estimates on turf-related items until such time as reports are submitted and deemed acceptable.

The Engineer reserves the right to inspect the project for any reason in accordance with subsection 104.01 of the MDOT 2020 Standard Specifications for Construction, including the fulfillment of other inspection requirements such as Soil Erosion and Sedimentation Control, NPDES, etc. Inspections made by the Engineer do not relieve the Contractor of the responsibility for inspections required by this special provision or the Contractor's responsibilities for erosion control and turf establishment.

2. Erosion Control. Control erosion at all times in accordance with section 208 of the MDOT 2020 Standard Specifications for Construction. Control of soil erosion is the responsibility of the Contractor. However, ensure sedimentation controls are placed as shown on the plans or as directed by the Engineer. Continuously monitor the site for needed erosion repair from any cause as addressed in the contract. Return all eroded areas to

original grade as detailed in the contract.

Take immediate corrective action if sedimentation occurs in drainage structures or any watercourse or water containment area and stabilize all disturbed areas contributing to this sedimentation within 24 hours after the erosion occurrence. Remove sediment deposited as a result of the Contractor's inability to control the soil erosion at the Contractor's expense.

Reimburse the Department for any costs levied against the Department, such as fines, environmental costs, costs for remedies required, or any other costs as a result of the Contractor's failure to comply with this special provision and with federal, state and local laws.

3. Erosion Repair. The Contractor is responsible for all repairs and liable for all consequences (legal, monetary or other) associated with erosion or sedimentation damage to finished or unfinished work.

Report all erosion occurrences and the repairs made by the Contractor to the Engineer in the format and at the frequency required by the Engineer. Repair any erosion, displacement or disturbance to ongoing or completed work by any cause at no additional cost to the contract unless otherwise noted herein.

The Contractor is responsible and liable for all traffic control and safety measures required to repair and protect damaged turf areas. Repair any eroded area that may affect the support of the roadbed or safety of the public within 24 hours of the erosion occurrence.

Place protective devices such as barriers, directional signs/signals, temporary fence, or any other safety measures immediately after any erosion damage occurs that has the potential of endangering the public. In these instances, provide the Engineer with a written summary of the immediate action taken describing the repairs made and the safety measures taken, within 24 hours of the occurrence of the damage.

- 4. Mowing and Weeding. Maintain turf to a visually appealing level, and not more than 8 inches in height at any time, prior to acceptance. Weeds must be controlled to less than 10 percent of the turf establishment area at all times during construction.
 - 5. Final Acceptance and Supplemental Performance Bond.
- 6. Final Acceptance Parameters. Ensure before final acceptance of the turf establishment work, all of the following minimum parameters are met throughout all exposed areas of the project designated on the plans or identified by the Engineer as turf establishment areas: there must be no exposed bare soil and the turf must be fully germinated, erosion free, weeds less than 10 percent, disease free, dark green in color and in a vigorous growing condition.

The Engineer will notify the Contractor of the dates and times of all acceptance inspections. The Contractor may accompany the Engineer during these inspections. If the Contractor does not agree with the decision made by the Engineer, the Contractor may request an inspection by a mutually agreed upon third party (Michigan State University Extension service or other). A joint inspection, to include the Engineer, the Contractor, and the third party, will be scheduled by the Engineer. Pay all expert fees and expenses charged by the third party.

7. Supplemental Performance Bond. In the event that all contract items of work are completed, including the placement of all turf establishment items of work, and the final acceptance of the project is delayed because the final acceptance parameters for the turf establishment work have not been fully met; the Contractor may propose to the Engineer the use of a supplemental performance bond.

The bond serves to secure the successful completion of turf establishment work and fulfillment of all final acceptance parameters for the turf establishment work. Ensure the supplemental performance bond, in all respects, is satisfactory and acceptable to the Department and executed by a surety company authorized to do business with the State of Michigan.

Ensure the bond is in an amount equal to 50 percent of the turf establishment work items covered by this special provision. Ensure the bond remains in place for two growing seasons. At the discretion of the Engineer, the bond may be reduced on a prorated basis as portions of the areas designated for turf establishment on the project meet the final acceptance parameters.

d. Measurement and Payment. Measure and pay for the completed work, as described, at the contract unit price using the following pay item:

Measure **Turf Establishment, Performance** area in place by the unit square yard and pay for them at the contract unit price, which prices include the costs for all labor, equipment and materials to complete the work. It also includes installing, maintaining, inspecting, repairing and meeting the acceptance parameters for turf establishment specified in this detailed specification together with preparation, updating and submittal of the Contractor's Daily Reports.

Repairs made to damaged turf establishment areas as a result of a documented storm by local meteorological data resulting in rainfall amounts of more than 3 inches in a 24-hour period will be paid for as an increase to original quantities in accordance with subsection 109.05 of the MDOT 2020 Standard Specifications for Construction.

The following schedule of payment applies to work performed in accordance with this special provision. Upon completion of topsoil surfacing stage, 50 percent of the authorized amount for **Turf Establishment, Performance** will be paid to the Contractor. The remaining 50 percent of the authorized amount will be paid upon completion of all other work necessary to comply with this special provision and to meet all final acceptance parameters for **Turf Establishment, Performance** or at such time as the supplemental performance bond is accepted by the Department.

The supplemental performance bond and all costs associated with turf establishment work performed during the duration of the performance bond will not be paid for separately. These costs which may include, but are not limited to, mobilization, traffic control devices, and the required permit insurance are included in the unit price bid for **Turf Establishment**, **Performance**.

APPENDIX

- Notice(s) to Bidders
- Michigan Department of Transportation (MDOT) Special Provisions
 - MDOT Supplemental Specifications
 - MDOT Standard Plans/Special Details
 - City of Ann Arbor Standard Plans/Special Details

NOTICE TO PROPOSERS

PROJECT COOPERATION AND COORDINATION

SDA:JAB/DAD 1 of 1 04/04/23

The Contractor is reminded of the requirements of Article 104.08 of the Michigan Department of Transportation (MDOT) Standard Specifications for Construction. Accordingly. the Contractor shall directly coordinate its work with individual City of Ann Arbor Departments/Divisions/Units and other contractors, utilities, or public authorities on or near the project or as directed by the Engineer.

The City of Ann Arbor hereby notifies the Contractor of the independent construction projects listed below that are within, or directly adjacent to, the Construction Influence Area (CIA) of this project. They may affect various work activities, maintenance of traffic (MOT), and/or trucking operations involved with this project. The City anticipates construction of this independent projects during the same timeframe, or before, this project.

• Geddes Avenue (Observatory St to Highland Rd) Resurfacing Project.

The above is not necessarily a complete listing of all area projects that could potentially impact this one. Prior to commencing with any construction, the Contractor shall verify with the City the presence of any other concurrent public or permitted projects within the vicinity.

The Contractor shall coordinate its work on this project with that by Contractor(s) on all other projects within the local vicinity, as directed by the Engineer. The Engineer will make no additional compensation or adjustments to contract unit prices for costs incurred by the Contractor due to coordinating with or delays caused by other projects.

NOTICE TO PROPOSERS

UTILITY COORDINATION

SDA:JAB/DAD 1 of 1 02/23/23

The contractor will cooperate and coordinate construction activities with the owners of utilities as stated in section 104.08 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction. In addition, for the protection of underground utilities, the contractor shall follow the requirements in section 107.12 of the MDOT Standard Specifications for Construction. Contractor delay claims, resulting from a utility, will be determined based upon section 109.05.E of the MDOT Standard Specifications for Construction except that no additional compensation will be paid to the Contractor, and no adjustments to Contract unit prices will be made for delays due to the encountering of existing utilities that are, or are not, shown on the Plans.

For protection of underground utilities and in conformance with Public Act 174 of 2013, the contractor shall dial 800-482-7171 or 811 a minimum of three (3) full working days, excluding Saturdays, Sundays, and holidays prior to beginning construction in areas where utilities have not been previously located. The "Miss Dig" alert system will then routinely notify members to locate and mark their facilities. This, however, does not relieve the Contractor of the responsibility of notifying utility owners that may not be a part of the system.

There is no requirement for utility owners to move their facilities on or from within the street rightof-way if those facilities do not interfere with the proposed project work and they do not present a hazard to the public or an extraordinary hazard to the Contractor's operations.

The City will not require utility owners to move additional poles or structures in order to facilitate the operation of construction equipment unless the Engineer determines that such poles or structures constitute a hazard to the public or are dangerous to the Contractor's operations.

Utility owners will complete any/all necessary relocations prior to construction.

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

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

- The City of Ann Arbor
- University of Michigan (UM)
- Michigan Department of Transportation (MDOT)
- AT&T
- Comcast

(Edison)

DTE Energy - Detroit Edison Company

- DTE Energy Michigan Consolidated Gas Company (Michcon)
- Fiber Link Inc.
- Light Core (Century Tel)
- MCI Communications
- Windstream Communications

NOTICE TO PROPOSERS

QUANTITIES AND UNIT PRICES

SDA:DAD 1 of 1 02/22/23

Contract Drawings / Plans

Proposers will carefully check and review all drawings, plans, and specifications, and advise the Engineer of any errors or omissions they discover. The drawings/plans may be supplemented by such additional drawings/plans and sketches as may be necessary or desirable as the work progresses. The Contractor will perform all work shown on any additional or supplemental drawings/plans issued by the Engineer.

Proposers will carefully examine the Bid Form, preliminary layouts, specifications, and the work sites until the they are satisfied as to all local conditions affecting the contract and the detailed requirements of construction. The submission of the bid shall be considered prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and all requirements of the contract.

Quantities and Unit Prices

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

NOTICE TO PROPOSERS

GEOTECHNICAL DATA

SDA:DAD 1 of 1 02/22/23

The contract documents include data pertaining to existing soil borings, pavement sections and other geotechnical information to help the Engineer and Contractor determine the soil conditions existing within the construction area. The City in no way guarantees existing conditions to be the same as shown in the data. The Contractor is solely responsible for any and all conclusions it may draw from the data.

SPECIAL PROVISION FOR MIXING PORTLAND CEMENT CONCRETE

CFS:JFS 1 of 1 APPR:CPM:TEB:12-17-21

FHWA:APPR:12-20-21

Add the following paragraph to subsection 1001.03.E.1 of the Standard Specifications for Construction:

Weigh and batch each material into its respective weighing device within the tolerance from the individual batch weights or quantities documented in the approved JMF as follows:

- a. Cementitious Materials. Provide cementitious materials within -2.0 percent to +5.0 percent of the required weight.
- b. Aggregates. Provide aggregate within ±3.0 percent of the required weight.
- c. Water. Provide net water to not exceed the required water quantity and the required maximum water/cementitious ratio (w/cm).
- d. Air Entraining Admixtures. Provide the necessary quantity or dosage rate per 100 pounds of cementitious material to achieve the required air content of fresh concrete.
- e. Other Admixtures. Provide water-reducing and other admixtures within ±3.0 percent of the required quantity.

SPECIAL PROVISION FOR

ALKALI SILICA REACTIVITY OF FINE AGGREGATE USED IN PORTLAND CEMENT CONCRETE

CFS:CPM 1 of 2 APPR:TES:JFS:05-19-20 FHWA:APPR:05-27-20

a. Description. This special provision sets out the requirements for all fine aggregate used in Portland cement concrete (PCC) mixtures to be tested by an independent testing laboratory and determined to be resistant to the potential for deleterious expansion caused by alkali-silica reactivity (ASR). ASR testing is not required for concrete pavement repairs, temporary concrete pavements, and other items covered by the contract.

Except as explicitly modified by this special provision, all materials, test methods, and PCC mixture requirements of the standard specifications and the contract apply.

- **b. Definition.** ASR is a chemical reaction which occurs over time within concrete between highly alkaline cement paste and reactive forms of silica found in some aggregates. In the presence of moisture, an expansive ASR gel is formed which can exert pressure within the concrete, causing random cracking and premature deterioration of the concrete.
- **c.** Laboratory Requirements. The independent laboratory, including all associated testing equipment and staff performing ASR testing of aggregates, must be proficient in ASR testing in accordance with the applicable test methods and procedures. The laboratory must provide documentation to the Regions that they are qualified and proficient to conduct ASR testing in accordance with the required test procedures.
- **d.** Laboratory Testing Requirements. Perform testing on fine aggregate proposed to be used in any PCC Job Mix Formula (JMF). The Contractor must ensure the testing is conducted in accordance with a designated standard test procedure described herein. Test results must conform to the specified criterion for one of the following standard test methods. The Rounding Method described in *ASTM E29* must be used when reporting expansion test results.
 - (1) Method 1. *ASTM C1293*. Concrete Prism Test. If the expansion of concrete prisms is not greater than 0.040 percent (rounded to the nearest 0.001 percent) after 1 year, the fine aggregate is considered non-deleterious to ASR and may be used in the JMF.
 - (2) Method 2. *ASTM C1567*. Mortar Bar Test. If no previous test data are available for the fine aggregate that shows it is resistant to ASR using Method 1, above, replace 25 to 40 percent of the Portland cement in the concrete mixture with a supplementary cementitious material (slag cement of fly ash). A blended cement meeting the requirements of *ASTM C595/C595M* containing the above Portland cement and supplementary cementitious material proportions may also be used.

Demonstrate the ability of the supplementary cementitious material to control the deleterious expansion caused by ASR by molding and testing mortar bars in accordance with the standard

2 of 2

CFS:CPM

test method described in *ASTM C1567* using the mix proportions and constituent sources for both the aggregates and the cementitious materials that will be used for the project. Make at least three test specimens for each cementitious materials-aggregate combination. If the average of three mortar bars for a given cementitious materials-aggregate combination produces an expansion less than 0.10 percent (rounded to the nearest 0.01 percent) at 14 days of immersion, the JMF associated with that combination will be considered non-deleterious to ASR. If the average expansion is 0.10 percent (rounded to the nearest 0.01 percent) or greater, the JMF associated with that combination will be considered not sufficient to control the deleterious expansion caused by ASR and the JMF will be rejected.

(3) Method 3. ASTM C1260. Mortar Bar Test. If the expansion of the mortar bars is less than 0.10 percent (rounded to the nearest 0.01 percent) at 14 days of immersion, the fine aggregate is considered non-deleterious to ASR and may be used in the concrete without the need for ASR mitigation.

The Engineer will not approve the use of the JMF if the expansion exceeds the threshold limits for the respective *ASTM* test method used. The test results and report are valid for 2 years from the completion of testing.

- **e. Submittals.** A current ASR test report for the fine aggregate proposed to be used in the Job Mix Formula (JMF) must accompany each JMF. Ensure the ASR test report is accompanied by a certification stating which test procedure was followed and that all testing was conducted in accordance with the designated standard test procedure.
- **f. Measurement and Payment.** All materials, labor, equipment, and laboratory facilities necessary to complete the work in accordance with this special provision is included in other contract pay items and no additional compensation will be permitted.

SPECIAL PROVISION FOR

QUALITY INDEX FOR PORTLAND CEMENT CONCRETE (FOR LOCAL AGENCY PROJECTS ONLY)

CFS:CPM 1 of 4 APPR:TES:JFS:05-28-20

FHWA:APPR:06-04-20

- **a. Description.** This special provision establishes pay factor and price adjustments for Portland cement concrete (PCC) based on Quality Assurance (QA) testing of 28-day compressive strength and fresh concrete air content of PCC. Perform all work in accordance with the standard specifications and this special provision.
- **b. Materials.** Mixture requirements will be in accordance with section 1004 of the Standard Specifications for Construction, unless otherwise specified in the contract.
- **c. Sampling.** Sampling will be in accordance with subsections 1003.03.H and 1003.03.L of the Standard Specifications for Construction, except as modified herein. A sample is defined as a representative quantity of concrete taken during production which is used to measure the quality characteristics for the concrete. Compressive strength specimens for each sample consist of two cylinders, either 4-inch by 8-inch or 6-inch by 12-inch. A random number will be generated for each respective sublot. The sampling frequency for a production lot is one QA sample per sublot.

See subsection 1003.03.J in the Standard Specifications for Construction for reduced sampling and testing for small incidental quantities.

d. Quality Index Analysis. The Engineer's QA test results will be used to determine the pay factor (PF) and price adjustment (ADJ). The Contractor QC test results will be not used for PF and ADJ analysis. The Engineer will complete PF and ADJ analysis within 7 working days after completion of all 28-day compressive strength testing for the represented production lot or quantity of concrete. All values of PF and OLPF in these formulas are decimal, not percent. All values of PF and OLPF are rounded to two decimal places.

Table 1: Quality Index Parameter Specification Limits

| Table 1: Quality mack i diamoter opcomodition Emilio | | | | | | |
|--|---|--|--|--|--|--|
| Quality Characteristic | Specification Limits | | | | | |
| Air Content of Fresh Concrete (percent) | 5.5 – 8.5 | | | | | |
| Rejection Limit (percent) | <5.0 or >9.0 | | | | | |
| Conc. Temp. (deg. F) | 45 - 90 at time of placement | | | | | |
| Slump (max.) (inch) | See footnotes a through I in Table 1004-1 of the Standard Specifications for Construction | | | | | |
| 28-day Compressive Strength (psi) | For LSL see Table 2 | | | | | |
| Rejection Limit - 28-day Compressive Strength | See Table 2 | | | | | |

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Table 2: Quality Index Parameter Specification Limits for 28-Day Compressive Strength

| Parameter | Grade of Concrete | | | | | | | |
|--|-------------------|------|--------|------|--------|------|--------|--|
| r alametei | 3000 | 3500 | 3500HP | 4000 | 4000HP | 4500 | 4500HP | |
| Lower Specification Limit (psi) | 3000 | 3500 | 3500 | 4000 | 4000 | 4500 | 4500 | |
| Rejection Limit for an Individual Strength Sample Test Result (psi) | 2500 | 3000 | 3000 | 3500 | 3500 | 4000 | 4000 | |

1. Pay Factor for 28-Day Compressive Strength (PF_s). (not to exceed 1.00)

PF_s = (QA Test Strength)/LSL

Where:

QA Test Strength = QA 28-day compressive strength sample test result.

LSL = Lower specification limit (see Table 2).

If the tested strength does not meet the rejection limit specified in Table 2, the Engineer will require additional evaluation as described in section e of this special provision.

2. Pay Factor for Air Content of Fresh Concrete (PF_{ac}). The pay factor for air content of fresh concrete (PF_{ac}) will be in accordance with Table 3.

Table 3: Air Content of Fresh Concrete Pay Factor (PFac)

| Air Content of Fresh Concrete (percent) | Pay Factor (PFac) |
|--|-------------------|
| 5.5 - 8.5 | 1.00 |
| 5.0 - 5.4 | 0.50 |
| Below 5.0 | Rejection |
| 8.6 – 9.0 | 0.75 |
| Above 9.0 | Rejection |

If the air content of fresh concrete is below 5.0 or above 9.0 percent, the Engineer will elect to do one of the following:

- A. Require removal and replacement of the entire quantity of concrete represented by the test with new testing conducted on the replacement concrete and repeat the evaluation procedure.
- B. Allow submittal of a corrective action plan for the Engineer's approval. If the Engineer does not approve the plan for corrective action, subsection d.2.A. will be applied. All costs associated with plan submittal and corrective action under this subsection will be borne by the Contractor.
- 3. Overall Lot Pay Factor (OLPF). Use the following formula to determine the OLPF and ADJ. The OLPF will not exceed 1.00:

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$$OLPF = (0.60 \times PF_s) + (0.40 \times PF_{ac})$$

Where:

 PF_{ac} = Pay factor for Air Content (see Table 3)

4. Price Adjustment (ADJ). Use the following formula to determine the ADJ.

$$ADJ = (OLPF - 1)(Price)$$

5. Price Adjustment for Small Incidental Quantities. Price adjustment for 28-day compressive strength deficiencies will be based on test results for the corresponding weekly QA test specimens and the pay factor (PF_s) calculated in accordance with the formula defined in subsection d.1. The price adjustment is calculated by the following equation:

$$(ADJ) = (PF_s - 1)(Price)$$

Where:

ADJ = Price adjustment per pay unit to be applied to the quantity represented by the QA test.

 PF_s = Pay Factor for 28-day compressive strength (not to exceed 1.00).

Price = Base price when established for the pay item or the Contractors unit price bid when concrete is included in another pay item without a base price.

e. Evaluation of Rejectable Concrete. The Engineer will require additional evaluation to decide what further action may be warranted. Acceptance for air content of fresh concrete will be based on QA test results reported at the time of concrete placement.

If the Engineer determines that non-destructive testing (NDT) is appropriate, this work will be done by the Contractor in the presence of the Engineer within 45 calendar days of concrete placement. All costs associated with this work will be borne by the Contractor. Ensure complete set of non-destructive tests is conducted (in accordance with the respective standard test method) at a minimum three randomly selected locations. If NDT is used to estimate the in-situ strength, a calibrated relationship between the project job mix formula (JMF) under evaluation and the NDT apparatus must have been established prior to NDT testing in accordance with its respective standard test method.

If the 28-day compressive strength QA test results show that the rejection limit (as specified in Table 2) has not been achieved, the quantity of concrete under evaluation will be rejected and the Engineer will require additional evaluation to decide what further action may be warranted.

Propose an evaluation plan and submit it to the Engineer for approval before proceeding. The results from NDT will be used only to decide what further action is required. This determination will be made by the Engineer, as follows:

1. For Non-structural Concrete. If no test result from non-destructive testing falls below the lower specification limit (LSL) 28-day compressive strength, the represented quantity of

concrete under evaluation will remain in place and a pay factor for 28-day compressive strength (PF_s) of 1.00 will be applied for overall lot pay factor (OLPF) and price adjustment (ADJ) determinations in accordance with section d of this special provision.

- 2. For Structural Concrete (including overhead sign foundations). If no test result from non-destructive testing falls below the lower specification limit (LSL), the represented quantity of concrete under evaluation will remain in place and a pay factor for 28-day compressive strength (PF_s) of 0.85 will be applied for overall lot pay factor (OLPF) and price adjustment (ADJ) determinations will be in accordance with section d of this special provision.
- 3. If one or more of the non-destructive test results fall below the lower specification limit (LSL) 28-day compressive strength, the Engineer may elect to do one of the following:
 - A. Require removal and replacement of the entire rejected quantity of concrete, including new initial tests for quality index analysis conducted in accordance with section d of this special provision.
 - B. Allow the Contractor to submit a plan for corrective action, for the Engineer's approval, to address the disposition of the rejected concrete. If the Engineer does not approve the plan for corrective action, subsection e.3.A of this special provision will be applied. All costs associated with plan submittal and corrective action under this subsection will be borne by the Contractor.
 - C. Allow the in-situ quantity of concrete under evaluation to remain in place and a pay factor (PF_s) of 0.50 will be applied for overall lot pay factor (PF_s) and price adjustment (PF_s) determinations will be in accordance with section d of this special provision.
- **f. Measurement and Payment.** If a price adjustment is made for reasons included in this special provision, that adjustment will be made using the base price established for the specific item. If a contract unit price requires adjustment for other reasons not described in this special provision, the adjustments will be made using the original unit price and the adjustments will be cumulative.

SPECIAL PROVISION

FOR

NON-COMPLIANCE WITH SOIL EROSION AND SEDIMENTATION CONTROL REQUIREMENTS

COS:DMG 1 of 2 APPR:TWK:HLZ:02-26-20

FHWA:APPR:03-02-20

a. Description. This special provision establishes negative adjustments related to the failure to properly install and maintain soil erosion and sedimentation control (SESC) measures and the conditions under which these adjustments will be determined and applied. Nothing in this special provision modifies section 107 of the Standard Specifications for Construction.

Delays to the project as a result of the Contractor conducting corrective actions for SESC measures do not constitute a valid reason for an extension of time.

Ensure deficiencies with SESC measures are corrected in the time frame stated herein. For those deficiencies not corrected within the stated time frame, the Engineer will make a negative adjustment to the contract as stated herein.

- b. Materials. None specified.
- **c. Construction.** Install all temporary erosion control measures identified on the plans and as directed by the Engineer for an impacted area of the project prior to the start of any earth disturbance including, but not limited to, clearing, grading and excavation in that area. The Engineer will inspect these measures every 7 days and within 24 hours after a precipitation event that results in a discharge from the site. Deficiencies will be documented on the National Pollutant Discharge Elimination System and SESC Inspection Report (MDOT Form 1126).

If at any time during the project, including the time during the seasonal suspension, the Engineer documents deficient SESC measures, the Engineer will provide written notification with instructions for corrective action to the Contractor. The time frame for completion of these corrective actions will be specified in the notification and will be discussed with the Contractor as necessary.

Deficiencies are defined as one or more of the following:

- 1. Failure to install or construct SESC measures shown on the plans or as directed by the Engineer;
 - 2. Failure to maintain the measures;
- 3. Failure to conduct earth change activities in a manner consistent with all applicable environmental permit requirements;
- 4. Failure to comply with the area limitations or the time limitations stated in subsections 208.03.A and 208.03.B, respectively, of the Standard Specifications for Construction.

COS:DMG 2 of 2

SESC deficiencies are either emergency or non-emergency and the time frame for corrective action is determined accordingly. Sediment leaving the right-of-way or entering a drainage structure, waters of the state, or loss of support of the roadbed impacting public safety constitutes an emergency and corrective actions must be completed within 24 hours of notification, including weekends or holidays regardless of whether the Contractor is working or not. Non-emergency deficiencies must be corrected within 5 calendar days of notification.

For those emergency corrective actions not completed within 24 hours of notification, the Contractor will be assessed \$100.00 per hour for every hour the deficiency remains uncorrected after the initial 24 hours of notification. For those non-emergency corrective actions not completed within 5 calendar days, the Contractor will be assessed \$500.00 per day for every day, or part thereof, the deficiency remains uncorrected after the initial 5 days of notification.

If it is not practicable to complete the non-emergency corrective actions within 5 calendar days, the Contractor must document the reasons and propose a corrective action plan to the Engineer within 5 days of notification. The corrective action plan must contain the Contractor's course of action and a time frame for completion. If the reasons and the corrective action plan are acceptable to the Engineer, the Contractor will be allowed to proceed with the plan as proposed without incurring a negative adjustment. If the approved corrective action plan is not completed as proposed, the Contractor will be assessed \$1000.00 per calendar day for every day, or part thereof, the deficiency remains uncorrected after the time frame is exceeded in the approved corrective action plan.

Correct, in the timeframe stated herein, all other emergency or non-emergency SESC deficiencies documented anywhere else on the project during completion of the approved corrective action plan.

d. Measurement and Payment. The Engineer will make the necessary monetary adjustment to the contract amount based on the length of time the Contractor allows the deficiencies to remain uncorrected after the time allowance stated herein and as described to cover any costs incurred by the Department as a result of SESC violations.

All costs associated with corrective actions required due to the Contractor's failure to properly install or maintain SESC measures on this project will be borne by the Contractor.

SPECIAL PROVISION FOR WORK ZONE SIGNING ON LOCAL AGENCY PROJECTS

OFS:MWB 1 of 3 APPR:CRB:AJU:04-02-20 FHWA:APPR:04-03-20

a. Description. In addition to all other maintaining traffic signs required on this project, place work zone signing in accordance with the MDOT Traffic and Safety Maintaining Traffic Typical(s) contained in the proposal, except as modified herein.

On all "Advance Signing Treatment..." Maintaining Traffic Typicals (M0030 - M0080):

Replace the R5-18b sign "INJURE/KILL A WORKER \$7500 + 15 YEARS" sign with the R5-18bLA "INJURE/KILL A WORKER // FINE - \$ 7500 // JAIL - 15 YRS" sign, as detailed in the attached graphics.

Delete the R5-18 "TRAFFIC FINES DOUBLED IN WORK ZONES" sign or the R5-18a "TO PROTECT HIGHWAY WORKERS FINES DOUBLED IN WORK ZONES" sign, along with the prescribed 'D' spacing distance.

On all other "Typical Temporary Traffic Control..." Maintaining Traffic Typicals (M0110 et. al.):

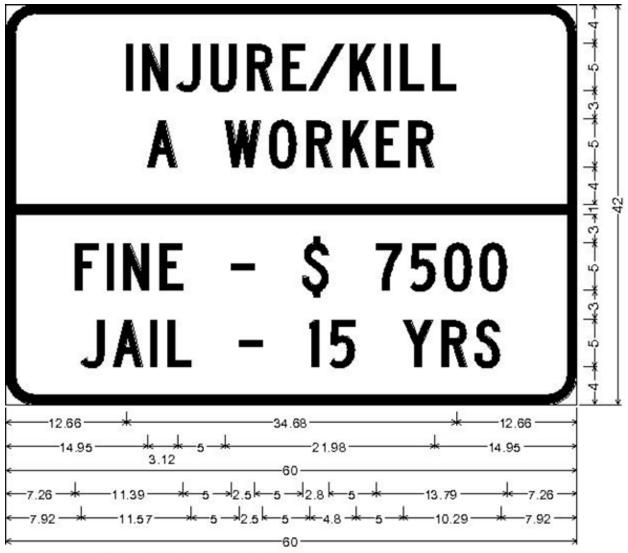
Replace the R5-18c "WORK ZONE BEGINS" sign with the R5-18cLA "WORK ZONE BEGINS // TRAFFIC FINES DOUBLED" sign, as detailed in the attached graphics.

Place the G20-1 "ROAD WORK NEXT __ MILES" sign and the G20-2 "END ROAD WORK" sign in accordance with the appropriate MDOT Traffic and Safety Maintaining Traffic Typical.

Place all other work zone signing in accordance with the project plans and specifications, including the appropriate MDOT Traffic and Safety Maintaining Traffic Typicals. Place all work zone signing in accordance with the standard specifications.

b. Measurement and Payment. Quantities for Local Agency work zone signs will be included in the plan quantities for the pay items Sign, Type B, Temp, Furn and Sign, Type B, Temp, Oper or Sign, Type B, Temp, Prismatic, Furn and Sign, Type B, Temp, Prismatic, Oper. Payment for the signs will be made at the contract unit prices.



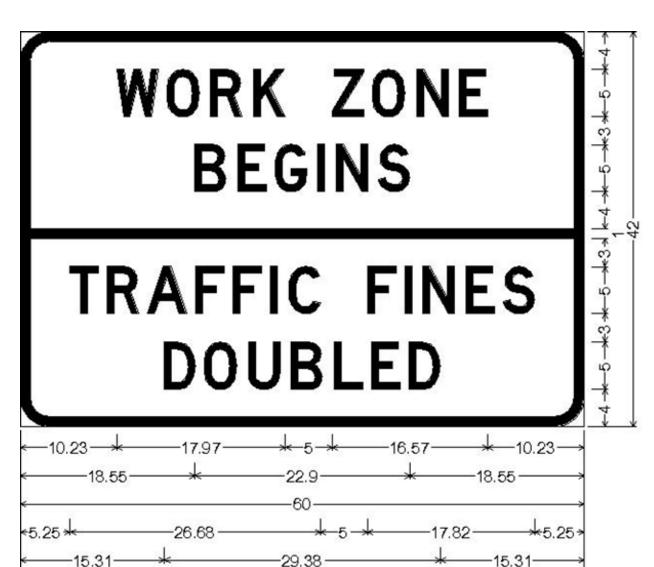


3.00" Radius, 1.00" Border, Black on White;

"INJURE/KILL" C; "A WORKER" C; "FINE - \$ 7500" C; "JAIL - 15 YRS" C;

- All dimensions in inches.
- Not to Scale.

R5-18bLA



3.00" Radius, 1.00" Border, Black on White;

"WORK ZONE" D; "BEGINS" D; "TRAFFIC FINES" D; "DOUBLED" D;

- All dimensions in inches
- Not to scale

R5-18cLA

SPECIAL PROVISION FOR TEMPORARY PEDESTRIAN TYPE II BARRICADE

COS:CRB 1 of 2 APPR:CAL:CT:03-01-21 APPR:FHWA:03-08-21

- **a. Description.** This work consists of delivering, installing, maintaining, relocating, and removing a temporary pedestrian Type II barricade section as identified in the proposal or on the plans. Use temporary pedestrian Type II barricades to close non-motorized facilities including sidewalks, bicycle paths, pedestrian paths, and shared use paths that are not part of the roadway. One pedestrian Type II barricade is defined as a barricade section at least 43 inches wide, including all supports, ballast, and hardware.
- **b. Materials.** Provide a temporary pedestrian Type II barricade that meets the requirements of *National Cooperative Highway Research Program Report 350 (NCHRP 350)* or *Manual for Assessing Safety Hardware (MASH)*, in addition to meeting the following requirements:
 - 1. Provide barricade sections at least 43 inches wide, designed to interconnect to ensure a continuous accessible tactile barrier. Ensure the connection includes provisions to accommodate non-linear alignment as well as variations in elevation at the installation area.
 - 2. Ensure the top surface of the barricade is designed to function as a hand-trailing edge and has a height between 32 and 38 inches. Ensure the lower edge of the barricade is no more than 2 inches above the surface of the non-motorized facility. Ensure the top edge of the bottom rail of the barricade is a minimum of 8 inches above the surface of the non-motorized facility. The barricade may have a solid continuous face. Finally, all features on the front face of the barricade (the face in contact with pedestrians) must share a common vertical plane.
 - 3. Equip both sides of the barricade with bands of alternating 6-inch wide orange and white vertical stripes of reflective sheeting. Two bands of sheeting 6 inches tall and a minimum of 36 inches long containing at least two orange and two white stripes each are required. One band placed near the top and one near the bottom if the barricade section has a solid face. If the barricade consists of two rails, affix one band of sheeting to each rail. Ensure the stripes of reflective sheeting are aligned vertically. Ensure this sheeting meets or exceeds the requirements of *ASTM D4956*, *Type IV* sheeting.
- **c. Construction.** Construct the temporary pedestrian Type II barricade in accordance with the manufacturer's recommendations, MMUTCD, the plans, and the following requirements:
 - 1. Install the barricade as shown on the plans and as directed by the Engineer. Interconnect all barricade sections using hinge components, if necessary, to ensure a continuous detectable edge for the entire installation. Ensure the barricade is ballasted in accordance with the manufacturer's recommendations to ensure stability during wind events and contact with pedestrians.

COS:CRB 2 of 2

- 2. When the barricade is installed near motor vehicle traffic, ensure reflective sheeting is visible to motorists.
- 3. When temporary pedestrian Type II barricades are used to close a non-motorized facility, ensure a sufficient number of barricade sections are used to block the entire width of the facility. The barricade may extend outside the edge of the non-motorized facility but must not be less than the full width of the facility.
- 4. If sections of multiple-colored barriers are used (i.e. safety orange and white) install the sections such that the colors alternate to increase conspicuity.
- 5. Ensure temporary pedestrian Type II barricades are not used to close a motor vehicle facility. Ensure these barricades are not used to guide pedestrian traffic on a motor vehicle facility in the presence of active traffic. This prohibition includes bicycle/shared use lanes or shoulders in the presence of active traffic.
- **d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

 Pay Item
 Pay Unit

 Pedestrian Type II Barricade, Temp
 Each

Pedestrian Type II Barricade, Temp, includes delivering, installing, maintaining, relocating, and removing one barricade section that is at least 43 inches wide. Additional payment will not be made if wider sections are provided. Payment will be made on delivery for the quantity delivered to the project site, up to planned quantity. Any amount delivered exceeding plan quantity will not be paid unless approved by the Engineer. This includes all rails, supports, ballast, hinge points, reflective sheeting, and miscellaneous hardware needed to install and maintain a barricade section.

SUPPLEMENTAL SPECIFICATION FOR ERRATA TO THE 2020 STANDARD SPECIFICATIONS

1 of 8 10-31-22

| Page | Subsection | Errata |
|------|------------|---|
| 1-06 | 101.02 | Delete the second abbreviation of the list on this page reading: "IESIlluminating Engineering Society |
| 1-06 | 101.02 | Add the abbreviation to the list on this page reading: "IESNA Illuminating Engineering Society of North America |
| 1-83 | 108.05.A.2 | In the first paragraph of this subsection change the language "MDOT Form 1130" to read "MDOT Form 1130A". |
| 1-88 | 108.08.D | Move the last paragraph of this subsection to the left one indent to align with the first paragraph of the subsection and not with the subsection 108.08.D.3. |
| 2-29 | 205.03.P.1 | Delete the first sentence of this subsection and replace with the following: "Do not dispose of material, temporarily or permanently, beyond the normal plan fill slope across wetlands or floodplains." |
| 2-30 | 205.03.P.2 | Delete the first sentence of this subsection and replace with the following: "Do not dispose of material, temporarily or permanently, in wetlands or floodplains." |
| 2-30 | 205.03.P.3 | Delete the second paragraph of this subsection and replace with the following: "Contact the appropriate regulatory agencies to determine whether an area is a regulated wetland or floodplain before disposing of surplus or unsuitable material in areas outside the right-of-way and not shown on the plans as disposal sites." |
| 2-30 | 205.03.P.3 | Delete the first sentence of the third paragraph of this subsection and replace with the following: "Immediately move to an upland site any surplus or unsuitable material that was disposed of in portions of wetlands or floodplains not shown on the plans as disposal sites, at no additional cost to the Department." |
| 2-30 | 205.03.P.4 | Delete the first sentence of this subsection and replace with the following: |

| | | "The Department will notify the applicable regulatory agencies if the Department becomes aware that the Contractor disposed of surplus or unsuitable material in portions of a wetland or floodplain not shown on the plans." |
|------|------------|--|
| 3-31 | 308.04.D | Change the subsection title from "D. General ." to read "A. General ." |
| 4-7 | 401.03.E | Delete the third sentence of the second paragraph of this subsection and replace with the following: "Use precast or cast-in-place footings for precast end sections as required." |
| 4-11 | 401.04 | Change the eighth pay item from the bottom of the list on this page to read as follows: Culv End Sect inch, GrateEach |
| 4-12 | 401.04.C.4 | Change this subsection to read: "The Engineer will measure Culv End Sect inch, Grate by each as shown on the plans for the size of grate required." |
| 4-39 | 406.02 | Change the third line in the list of materials to read: Coarse Aggregate 6A, 6AA, 17A902 |
| 4-41 | 406.03.A.3 | Delete the third paragraph of this subsection and replace with the following: "Design joints between adjacent box culvert sections in accordance with Section 9 of ASTM C1577 and to accommodate the joint sealing material in accordance with section 914 as applicable." |
| 4-50 | 406.03.G.3 | Change the first sentence of the first paragraph to read: "Unless otherwise shown on the plans, construct culvert bedding for box culverts by placing a 9-inch-thick layer of 46G aggregate, covered with a 3-inch-thick layer of 34G, 34R aggregate, or approved equal." |
| 4-52 | 406.04.B | In the second paragraph of this subsection delete the first sentence and replace with the following: "The Department will pay separately for cast-in-place concrete, other than for culvert segments, headwalls, wingwalls, aprons, and curtain walls." |
| 5-26 | 502.02 | Delete the first sentence of the subsection and the listed materials in this subsection. |
| 5-26 | 502.02.A | Add the following to the end of the first sentence in this subsection: "(914.04A)" |
| 5-26 | 502.02.B | Add the following to the end of the first sentence in this subsection: "(502.02B)" |

| 6-20 | 602.04 | Delete the fifteenth pay item of the list on this page reading: "Shoulder, Reinf ConcSquare Yard |
|------------------------------|--------------------------------------|---|
| 6-20 | 602.04 | Change the sixteenth thru the eighteenth pay items on this page to read as follows: Shld, Nonreinf Conc |
| 6-21 | 602.04.B.1 | Delete this subsection and replace with the following: "Shld, Nonreinf Conc; and Shld, Nonreinf Conc, High Performance. The Engineer will measure, and the Department will pay for, Shld, Nonreinf Conc; and Shld, Nonreinf Conc, High Performance by area, based on plan quantities in accordance with subsection 109.01." |
| 6-21 | 602.04.B.2 | Delete this subsection and replace with the following: "ShId, Freeway. The Engineer will measure, and the Department will pay for, ShId, Freeway based on plan quantities in accordance with subsection 109.01. If the Contractor uses concrete for the shoulder, the unit price for ShId, Freeway includes the cost of the transverse joints in the shoulder and the external longitudinal pavement joints." |
| 6-23 | 602.04.F | Add the following sentence to the end of the first paragraph of this subsection: Temporary concrete pavement, pavement within 4 feet of an obstruction, pavement areas less than 300 square yards, or pavement less than 3 feet wide will not be cored. |
| 6-23 | 602.04.F | Delete the following language from this subsection on this page: "The Engineer will not core the following: |
| | | 1. Temporary concrete pavement; |
| | | 2. Pavement within 4 feet of an obstruction; |
| | | 3. Pavement areas less than 300 square yards; or |
| | | 4. Pavement less than 3 feet wide." |
| 6-24 | 602.04 | Rename the following subsections as follows: "1. Initial Core. |
| 6-24 6-24 6-25 6-26 | 602.04 602.04 602.04 602.04 | Additional Cores. Additional Cores. Price Adjustment for Thickness. Price Adjustments for Steel Locations within the Pavement. Remove and Replace." |
| 7-107 | 709.04 | Change the Pay Unit on the second pay item from the top of the list on this page to read as follows: Thousand Board Foot |

| 8-12 | 804.03.B.2 | Change the first sentence in this subsection to read: "Cast in place light standard and sign support foundations using fixed forms in accordance with the MDOT Standard Plan R-50 series." |
|------|------------|---|
| 8-44 | 810.03.J.9 | Add a period to the end of the third sentence in this subsection. |
| 8-53 | 810.03.V | Add a period to the end of the second sentence of the first paragraph of this subsection. |
| 8-53 | 810.04 | Change the fourth pay item from the top of the list on this page to read as follows: Post, Steel, poundFoot |
| 8-53 | 810.04 | Change the last four pay items at the bottom of this page to read as follows: Fdn, Truss Sign Structure Type, inch dia, CasedFoot Fdn, Truss Sign Structure Type, inch dia, UncasedFoot Fdn, Cantilever Sign Structure Type, inch dia, CasedFoot Fdn, Cantilever Sign Structure Type, inch dia, Uncased.Foot |
| 8-55 | 810.04.B.1 | Delete the second paragraph of this subsection and replace with the following: "The unit prices for Fdn, Truss Sign Structure Type, inch dia, Cased and Fdn, Cantilever Sign Structure Type, inch dia, Cased include the cost of concrete, slurry, steel reinforcement, permanent casings, anchor bolts, excavation, and disposal of excavated material." |
| 8-55 | 810.04.B.2 | Delete this subsection and replace with the following: "Foundation, Truss Sign Structure, Uncased and Foundation, Cantilever Sign Structure, Uncased. The unit prices for Fdn, Truss Sign Structure Type, inch dia, Uncased and Fdn, Cantilever Sign Structure Type, inch dia, Uncased include the cost of concrete, slurry, steel reinforcement, temporary casings, anchor bolts, excavation, and disposal of excavated material." |
| 8-57 | 810.04.I | Delete the first paragraph of this subsection and replace with the following: "The unit price for Sign , Rem of the type required includes the cost of removing signs from supports and stacking by shape and size." |
| 8-57 | 810.04.I | Delete the second paragraph of this subsection and replace with the following: "The unit prices for Ground Mtd Sign Supports, Rem ; Cantilever, Rem and Truss, Rem include the cost of removing ground mounted sign supports, cantilever or truss supports." |
| 8-57 | 810.04.L | Change this subsection to read: |

| | | "The unit price for Sign, Erect, Salv of the type required includes erecting the salvaged sign on a new sign support or existing sign support, as shown on the plans, and attaching devices, and hardware, including brackets." |
|----------------|------------------|---|
| 8-58 | 810.04.N | Delete this subsection in its entirety. |
| 8-110 | 812.04 | Change the fifth and sixth pay item from the top of the list on this page to read as follows: Sign, Type B, Temp, Prismatic, Spec, Furn Square Foot Sign, Type B, Temp, Prismatic, Spec, Oper Square Foot |
| 8-141 | 815.04.C.1.d | Delete this subsection in its entirety. |
| 8-142 | 815.04.C.2.d | Change this subsection to read: "During the first watering of the second growing season, remove and dispose of the guying material, identification tags, and inspection tags." |
| 8-144 | 816.03.A | Change the third sentence in this subsection to read: "Use topsoil from within the project limits; or from off-site sources meeting the requirements in subsection 917.06." |
| 8-167 | 818.04 | Add the pay item to the bottom of the list on this page as follows: Power Company (Estimated Cost to Contractor) |
| 8-170 | 818.04.G | Delete this subsection in its entirety. |
| 8-170 | 818.04 | Rename the following subsections as follows: "G. Handholes (Hh). |
| 8-171 | 818.04 | H. Service Disconnect. |
| 8-171 | 818.04 | I. Metered Service. |
| 8-171 | 818.04 | J. Unmetered Service. |
| 8-172 8-172 | 818.04 818.04 | K. Wood Pole. L. Concrete Pole, Fit Up. |
| 8-172 | 818.04 | M. Steel Pole, Fit Up. |
| 8-172 | 818.04 | N. Bracket Arm." |

Delete the second paragraph of this subsection and replace with the following:

"The pay item, **Power Company (Estimated Cost to Contractor)**, establishes a budgeted amount in the contract to cover the cost of reimbursing the Contractor for payments made to the power company for providing electrical power at the locations shown on the plans. The Department will estimate the reimbursement costs to the Contractor and establish a budgeted amount as shown on the plans. The Department will pay the Contractor for power company invoices paid, as submitted to the Engineer."

8-185 820.01.B Add a period to the end of the first sentence of this subsection.

8-171

818.04.J

| 8-199 | 820.04 | Add the pay item to the list on this page: TS, (number) Way (type) Mtd (LED) Optic |
|--------------------------------------|---|---|
| 8-200 | 820.04 | Change the second pay item from the top of the list on this page to read as follows: TS Head, TempEach |
| 8-200 | 820.04 | Change the eleventh pay item from the top of the list on this page to read as follows: TS, Lens, Pedestrian Sym (LED)Each |
| 8-200 | 820.04 | Delete the following pay items from the list: Strain Pole, Steel, 6 bolt, foot |
| 8-200 | 820.04 | Change the eleventh pay item from the bottom of the list on this page to read as follows: Mast Arm, RemEach |
| 8-201 | 820.04 | Delete the following pay item from the list: Power Co. (Est Cost to Contractor) |
| 8-202 | 820.04 | Add the following pay item to the list: Bracket, Truss, SalvEach |
| | | |
| 8-204 | 820.04.C | Delete the last paragraph of this subsection in its entirety. |
| 8-204 8-204 | 820.04.C 820.04.D | Delete the last paragraph of this subsection in its entirety. Delete the first paragraph of this subsection in its entirety. |
| | | |
| 8-204 | 820.04.D | Delete the first paragraph of this subsection in its entirety. Delete the first sentence in this subsection and replace with the following: "The physical requirements for the coarse aggregate are as |
| 8-204 9-9 | 820.04.D 902.03.C.1.b | Delete the first paragraph of this subsection in its entirety. Delete the first sentence in this subsection and replace with the following: "The physical requirements for the coarse aggregate are as specified in Table 902-2 and as follows:" Delete the superscript footnote in the first through fourth rows under the header row that reads "(m)" in the column Loss, % max, LA |
| 8-204 9-9 9-16 | 820.04.D 902.03.C.1.b Table 902-2 | Delete the first paragraph of this subsection in its entirety. Delete the first sentence in this subsection and replace with the following: "The physical requirements for the coarse aggregate are as specified in Table 902-2 and as follows:" Delete the superscript footnote in the first through fourth rows under the header row that reads "(m)" in the column Loss, % max, LA Abrasion (MTM 102). Add the superscript footnote in the header row that reads "(m)" in |
| 8-204 9-9 9-16 | 820.04.D 902.03.C.1.b Table 902-2 | Delete the first sentence in this subsection and replace with the following: "The physical requirements for the coarse aggregate are as specified in Table 902-2 and as follows:" Delete the superscript footnote in the first through fourth rows under the header row that reads "(m)" in the column Loss, % max, LA Abrasion (MTM 102). Add the superscript footnote in the header row that reads "(m)" in the column Loss, % max, LA Abrasion (MTM 102). |
| 8-204 9-9 9-16 9-16 | 820.04.D 902.03.C.1.b Table 902-2 Table 902-2 | Delete the first paragraph of this subsection in its entirety. Delete the first sentence in this subsection and replace with the following: "The physical requirements for the coarse aggregate are as specified in Table 902-2 and as follows:" Delete the superscript footnote in the first through fourth rows under the header row that reads "(m)" in the column Loss, % max, LA Abrasion (MTM 102). Add the superscript footnote in the header row that reads "(m)" in the column Loss, % max, LA Abrasion (MTM 102). Delete the footnote (d) in one location in the table. |
| 8-204 9-9 9-16 9-15 9-17 | 820.04.D 902.03.C.1.b Table 902-2 Table 902-2 Table 902-2 Table 902-2 | Delete the first paragraph of this subsection in its entirety. Delete the first sentence in this subsection and replace with the following: "The physical requirements for the coarse aggregate are as specified in Table 902-2 and as follows:" Delete the superscript footnote in the first through fourth rows under the header row that reads "(m)" in the column Loss, % max, LA Abrasion (MTM 102). Add the superscript footnote in the header row that reads "(m)" in the column Loss, % max, LA Abrasion (MTM 102). Delete the footnote (d) in one location in the table. Delete the footnote (d) in one location in the table. |

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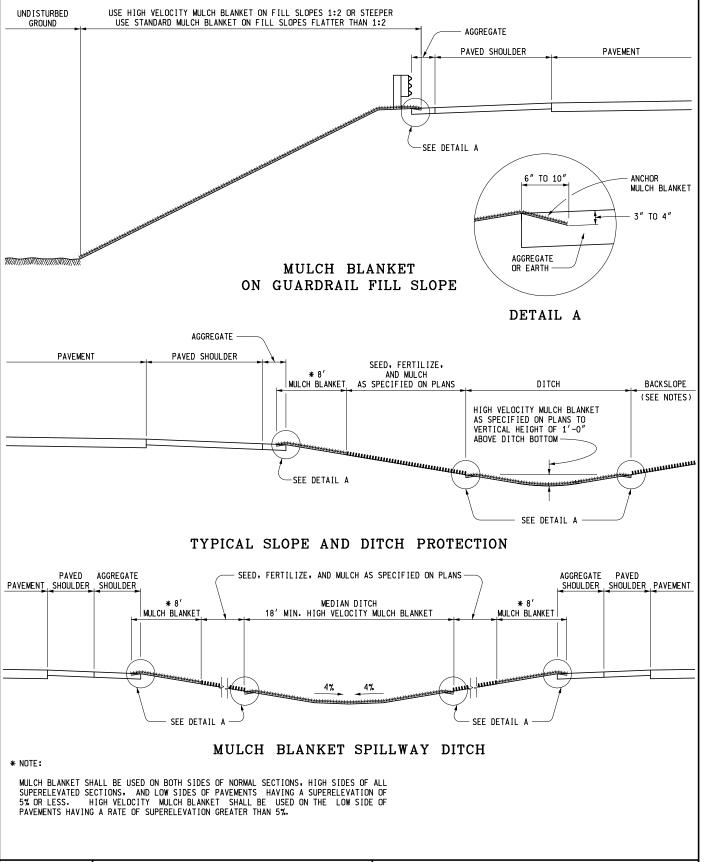
| 9-70 | 909.05.D | Change the first sentence in this subsection to read: "Provide steel pipe for jacking in place meeting the requirements of ASTM A53/A53M for Type E or Type S, Grade B, or ASTM A139/A139M for Grade B." |
|----------|----------------|--|
| 9-94 | Table 910-01 | Change the value in the fifth row under the header row in the Permittivity (min) (per second) column from 0.5 to read: "0.05" |
| 9-94 | Table 910-01 | Change the value in the seveth row under the header row in the Permittivity (min.) (per second) column from 0.5 to read: "0.05" |
| 9-95 | Table 910-2 | Change the second row under the Ultimate strength section to read: "CMD ^(c) 1950 lb/ft" |
| 9-119 | 913.06 | Change this subsection to read: Circular precast concrete units with circular reinforcement for adjusting rings, tops, risers, and sump bases for manholes, catch basins, and inlets must meet the requirements of AASHTO M199 and the following additions and exceptions: |
| 9-133 | 917.03 | Rename the four subsections following the first paragraph on this page as follows: D. Deciduous Shade Trees. E. Small Trees, Ornamentals, and Shrubs. F. Evergreen Trees. G. Vines, Ground Cover, and Herbaceous Ornamental Plants. |
| 9-170 | 920.02.C | Change the reference to Table 920-2 to read Table 920-3 in two locations. |
| 10-23 | 1003.03.B | Delete the last sentence of this subsection and replace with the following: "Aggregate sampling for concrete will be performed by an MCAT-certified Aggregate Technician Level II." |
| 10-43 | Table 1006-02 | Replace Table 1006-02 with the Table 1006-02 below. |
| 1A - 20A | Pay Item Index | Replace the Pay Item Index in its entirety. |

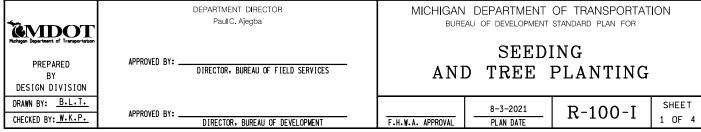
8 of 8

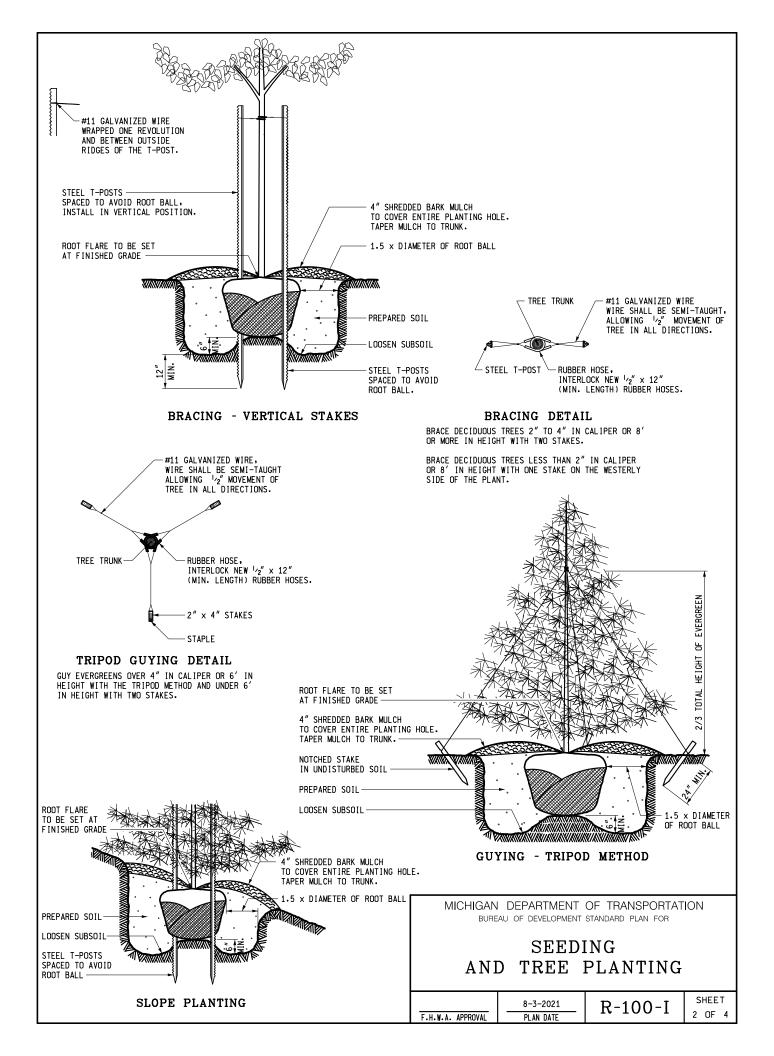
Table 1006-2: Overlay Mixtures

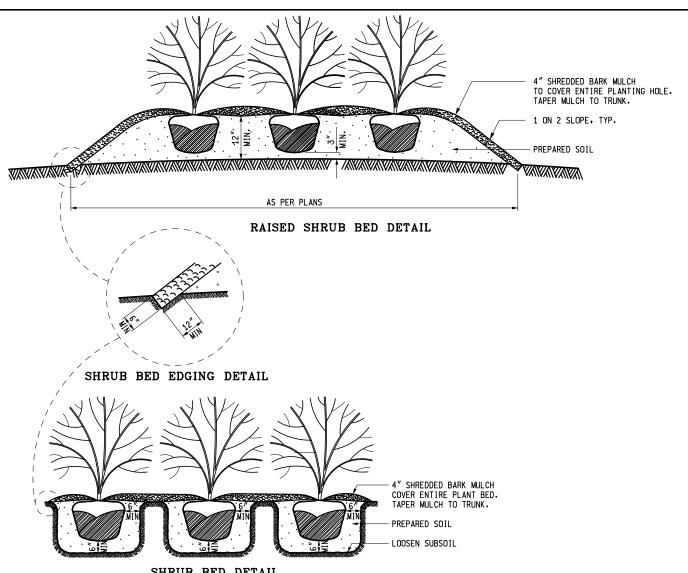
| | | | | | Mixture Proportions lb/yd³, dry weight | | | | | |
|-----------------|----------------------------|-----------------|-------------|-----------------------|--|---|--------------------|-------------------------|-------------------------|--------------------|
| Mixture Type | Aggregate | Slump (inch) | Air Content | Admixture Required | Cement ^(a) | Dry Densified Silica Fume ^(b) | | Fine Agg | Coarse Agg | Latex Admixture |
| SFMC | 2NS and 26A ^(c) | 4–6 | 6.5 ±1.5% | (d),(e),(f) | 618 | 40 | 273 ^(g) | 1273 | 1601 | _ |
| LMC | 2NS and 26A ^(c) | (h) | 4.5 ±1.5% | _ | 658 | _ | (h) | 1490 ^{(i),(j)} | 1300 ^{(i),(j)} | 206 |

- (a) Use only Type I Portland cement.
- (b) For SFMC mixtures, the Contractor may use a blended silica fume Portland cement. However, if the silica fume content of the blended material is greater than 8% of the total cementitious material, submit to the Engineer modified mix proportions with Type I Portland cement added to the blended material to achieve the equivalent individual cementitious material mixture proportions.
- (c) Provide coarse aggregate, 95% minimum crushed materials in accordance with Michigan Test Method (MTM) 117, with an absorption no greater than 2.5%, in accordance with ASTM C127.
- (d) Water-reducing high-range admixture or water-reducing high-range and retarding admixture.
- (e) Virgin polypropylene collated fibers at 2 lb/yd3.
- (f) Air-entraining admixture.
- (g) Provide a net water to cementitious material ratio of 0.41 (cementitious material includes cement and silica fume).
- (h) Add water in addition to water in the latex admixture to control slump to within 3 to 5 inches. Measure slump from 4 to 5 minutes after discharge from the mixer. During the waiting period, deposit concrete on the deck and do not disturb. If placing mixtures on sections within superelevated curves, the Contractor may need to use the lower allowable range of the slump requirement, as determined by the Engineer. Do not exceed water-cement ratio, by weight, of 0.30 including water contained in the latex emulsion.
- (i) Aggregate proportions are approximate; due to gradation changes, the Contractor may increase proportions by no greater than 5% by weight of total aggregate if reducing coarse aggregate by an equivalent volume.
- (j) Aggregate weights specified in the table are based on a dry bulk specific gravity of 2.65 for gravel and stone. Adjust the weights if the specific gravity of the materials used varies by more than 0.02 from the specified values.









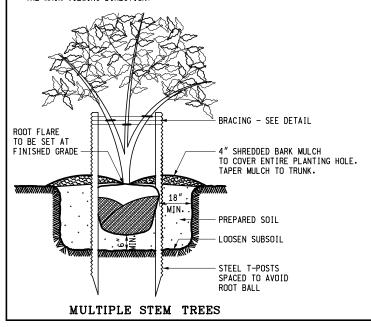
SHRUB BED DETAIL

FIRST AND SECOND WATERING AND CULTIVATION SHALL INCLUDE SHRUB BEDS.

CUT 6" X 12" (MIN.) EDGING AROUND THE PERIMETER OF ALL SHRUB BEDS SHOWN ON THE PLANS. SPRAY A NON-PERSISTANT GLYPHOSATE HERBICIDE TO ENTIRE SHRUB BEDS PRIOR TO PLANTING AND BARK PLACEMENT.

SHRUB BEDS ARE TO BE PAID FOR BY THE PAY ITEM 'SITE PREPARATION'.

ALL PLANTS SHALL BE SET PLUMB AND HAVE THE BEST SIDE OF PLANT FACING THE MAIN VIEWING DIRECTION.



PLANTING NOTES:

ALL EXCAVATED MATERIAL SHALL BE REMOVED FROM THE SITE -IMMEDIATELY.

LOOSEN SUBSOIL TO A DEPTH OF 4". LOOSEN EARTH ON SIDES OF PLANT POCKET TO BREAK ANY GLAZING CAUSED BY DIGGING.

FILL PREPARED SOIL TO ${\rm ^{1}\!\!/}_{2}$ THE DEPTH OF THE ROOT BALL, PACK FIRMLY, AND PUDDLE WITH WATER.

BACKFILL WITH PREPARED SOIL WHICH, AFTER COMPACTION, IS FLUSH WITH SURROUNDING GROUND LEVEL.

COVER ENTIRE PLANT POCKET AREA WITH 4" MULCH. PRUNE AND BRACE AND GUY.

WHEN PLANTS ARE FURNISHED IN CONTAINERS, CONTAINERS SHALL BE COMPLETELY REMOVED AT THE TIME OF PLANTING.

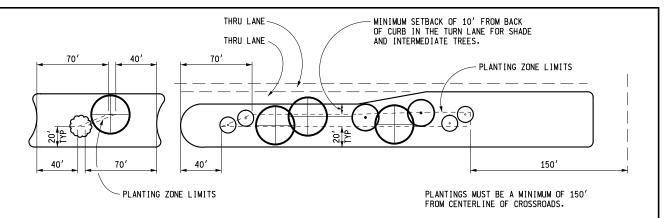
TREE HEIGHTS ARE SHOWN BEFORE PRUNING. TREE PLANTING DEPTHS ARE SHOWN AFTER SETTLING.

TREES AND SHRUBS SHALL NOT BE PLANTED WITHIN 50' AND 30' RESPECTIVELY OF THE NEAREST EDGE OF METAL – EXCEPT WHERE INACCESSIBLE TO VEHICLES.

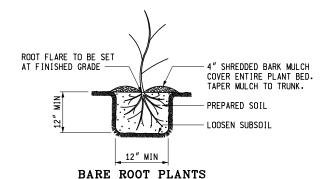
MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN FOR

SEEDING AND TREE PLANTING

SHEET 8-3-2021 R-100-I 3 OF 4 F.H.W.A. APPROVAL PLAN DATE



MEDIAN PLANTING NOT TO SCALE



PLANTING BARE ROOT PLANT MATERIAL

REFER TO THE "SPECIAL PROVISIONS FOR BARE ROOT PLANTING" FOR SHIPPING, STORAGE AND HANDLING REQUIREMENTS.

MAINTAIN ROOT MOISTURE BY KEEPING ROOTS IMMERSED IN WATER PRIOR TO PLANTING.

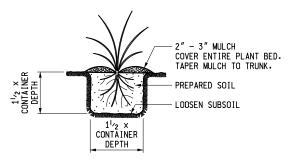
ROOT PRUNE AS NECESSARY TO REMOVE ALL DAMAGED OR BROKEN ROOTS, AND AS REQUIRED BY THE DISTRICT FORESTER OR RESOURCE SPECIAL IST.

DIG PLANTING HOLES AT LEAST 12" WIDE AND 12" DEEP TO ACCOMODATE ROOT MASS.

SET PLANTS PLUMB WITH THE ROOTS SPREAD PUT IN A NATURAL POSITION AT A DEPTH EQUAL TO THE DEPTH AT THE NURSERY.

HOLD PLANT FIRMLY AND PUDDLE (NOT TAMP) THE BACKFILL AROUND THE ROOTS WITH WATER. SUFFICIENT WATER SHALL BE USED TO ENSURE SATURATION OF THE BACKFILL, BUT CARE SHOULD BE TAKEN NOT TO OVERWATER, CAUSING A FLOATING SOIL MASS THAT PREVENTS COMPACTION AND MAY RESULT IN AIR POCKETS ADJACENT TO THE ROOTS. BACKFILL SHOULD BE FLUSH WITH THE GROUND AFTER COMPACTION.

COVER ENTIRE PLANT POCKET AREA WITH 4" MULCH AS SHOWN.



PERENNIAL PLANTS

FIRST AND SECOND WATERING AND CULTIVATION SHALL INCLUDE PERENNIAL BEDS.
PERENNIALS ARE TO BE FILLY DEVELOPED TWO YEAR #2 CONTAINER PLANTS.

ENTIRE PERENNIAL BED SHALL BE EXCAVATED DOWN 12" AND REPLACED WITH 12" OF PREPARED SOIL.

PERENNIAL BEDS ARE TO BE PAID FOR BY THE PAY ITEM 'SITE PREPARATION'.

SEEDING NOTES:

THIS STANDARD ILLUSTRATES THE TYPICAL USE OF SEEDING WITH MULCH, AS THESE ITEMS RELATE TO ROADWAY CONSTRUCTION. THE ACTUAL DESIGN AND MATERIALS USED TO CONSTRUCT THE COMPLETE SECTION, WHICH INCLUDES SEEDING WITH MULCHING, WILL BE ACCORDING TO THE PLANS AND CURRENT SPECIFICATIONS.

ITEMS CALLED FOR ON THIS STANDARD MAY ALSO BE USED DURING CONSTRUCTION AS AN EROSION CONTROL MEASURE. SEE STANDARD PLAN R-96-SERIES.

ALL DITCHES SHOULD HAVE HIGH VELOCITY MULCH BLANKET FOR EROSION CONTROL.

THE FIRST 8' BEHIND THE CURB OR SHOULDER IN URBAN MEDIAN AREAS WILL BE SEEDED. FERTILIZED. AND MULCHED WITH MULCH BLANKET. THE REMAINING AREAS WILL BE SEEDED. FERTILIZED. AND MULCHED WITH MULCH BLANKET OR STANDARD MULCH ANCHORED IN PLACE WITH A MULCH ADHESIVE OR WITH A MULCH NET.

ALL AREAS WHERE MULCH BLANKET IS CALLED FOR SHALL BE SEEDED, FERTILIZED, AND TOPSOILED AS SPECIFIED ON PLANS. NO MULCH OR ANCHORING MULCH IS REQUIRED WHERE MULCH BLANKET IS INSTALLED.

BACKSLOPE RESTORATION TREATMENT SHALL BE THE SAME AS THE FRONT SLOPE.

MICHIGAN DEPARTMENT OF TRANSPORTATION

BUREAU OF DEVELOPMENT STANDARD PLAN FOR

SEEDING AND TREE PLANTING

SIGN MATERIAL SELECTION TABLE

| | | SIGN MATERIAL T | YPE |
|--------------------------|--------|-----------------|----------|
| SIGN SIZE | TYPE I | TYPE II | TYPE III |
| ≤ 36" X 36" | | X | X |
| >36" X 36" ≤ 96" TO WIDE | | X | |
| > 96" WIDE TO 144" WIDE | X | X | |
| > 144" WIDE | X | | |

TYPE I TYPE II TYPE III

ALUMINUM EXTRUSION PLYWOOD

ALUMINUM SHEET

ROUNDING OF CORNERS IS NOT REQUIRED FOR TYPE FOR ITSIGNS.

VERTICAL JOINTS ARE NOT PERMITTED.

HORIZONTIAL JOINTS THROUGH SIGN LEGEND OR SYMBOLS ARE NOT PERMITTED.

POST SIZE REQUIREMENTS TABLE

| | | POST TYPE | |
|--------------------|-----------------|----------------------|--------------|
| SIGN AREA (f+²) | U-CHANNEL STEEL | SQUARE TUBULAR STEEL | WOOD |
| ≤9 | 1 - 3 lb/ft* | 1 - 2" 12 or 14 GA* | N/A |
| 9 ≤ 20 | 2 - 3 lb/ft | 2 - 2" 12 or 14 GA | 1 - 4" X 6"* |
| > 20 ≤ 30 | N/A | N/A | 2 - 4" X 6" |
| > 30 ≤ 60 | N/A | N/A | 2 - 6" X 8" |
| > 60 ≤ 84 | N/A | N/A | 3 - 6" X 8" |

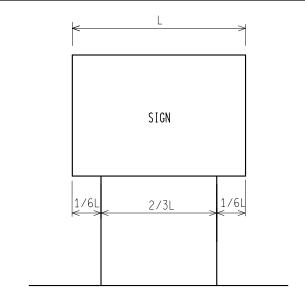
*SIGNS 4 FEET AND GREATER IN WIDTH REQUIRE 2 POSTS.

SIGNS GREATER THAN 8 FEET IN WIDTH REQUIRE 2 OR 3 WOOD POSTS DEPENDING ON AREA OF SIGN.

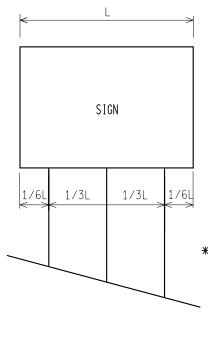
A MAXIMUM OF 2 POSTS WITHIN A 7' PATH IS PERMITTED.

| EMDOT | DEPARTMENT DIRECTOR Kirk T. Steudle | | N DEPARTMENT EAU OF DEVELOPMENT | OF TRANSPORTAT STANDARD PLAN FOR | TON |
|---|--|-------------------|------------------------------------|-------------------------------------|------------------|
| Michigen Department of Transportation PREPARED BY DESIGN DIVISION | | | | VEN SIGN TEMP SI | • |
| DRAWN BY: CON/ECH CHECKED BY: AUG | APPROVED BY: | F.H.W.A. APPROVAL | 11/2/2017 PLAN DATE | WZD-100-A | SHEET 1 OF 11 |

2 POST SIGN SUPPORT SPACING



3 POST SIGN SUPPORT SPACING



* FOR ALL 11' AND 12' LONG SIGNS ON 3 WOOD SUPPORTS, SPREAD POSTS SO AS TO HAVE A 8' MIN. TO 9' MAX. DISTANCE BETWEEN OUTSIDE POSTS.

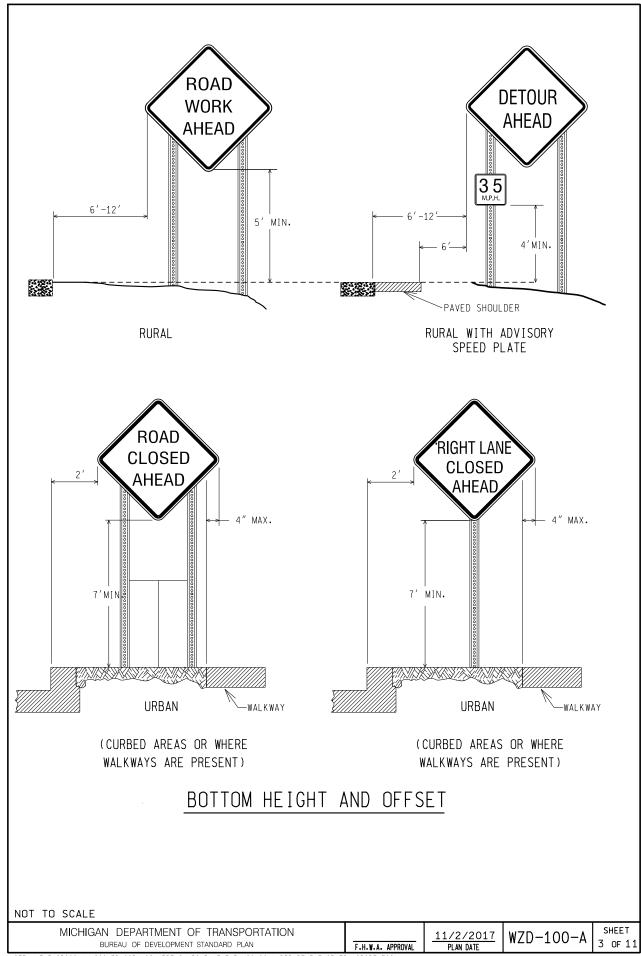
NOT TO SCALE

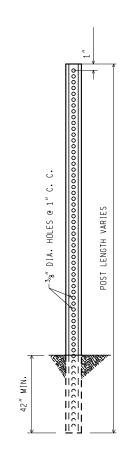
MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN

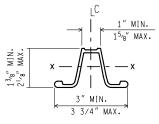
F.H.W.A. APPROVAL

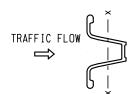
11/2/2017 WZD-100-A

SHEET 2 OF 11









WEIGHT = 3 lbs/ft
SECT. MOD. X.-X. = 0.31 CUBIC INCHES MIN.

3 Ib. U - CHANNEL STEEL POST (NO SPLICE)

MOUNT SIGN ON OPEN FACE OF U - CHANNEL STEEL POST

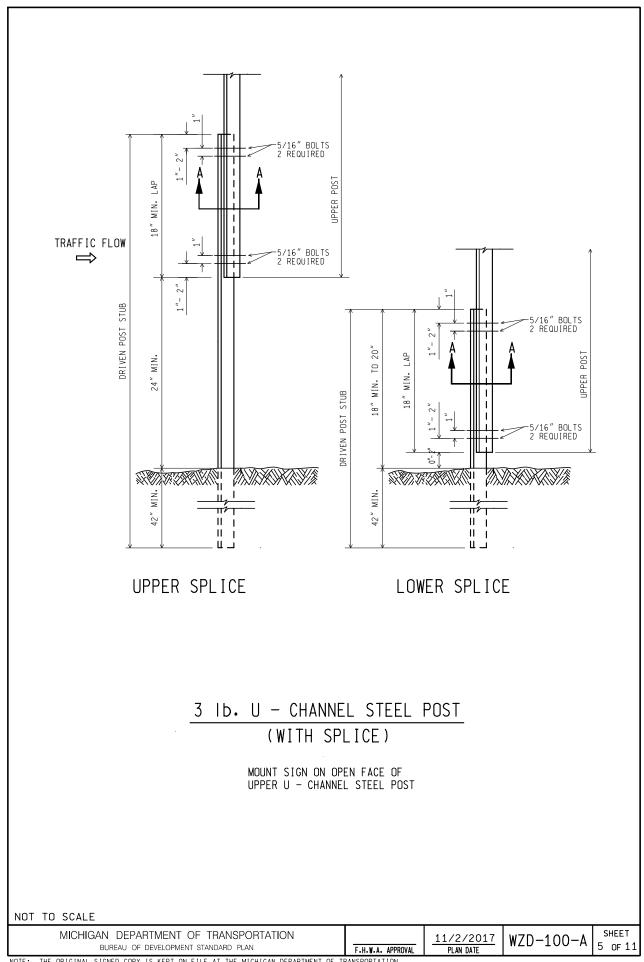
NOT TO SCALE

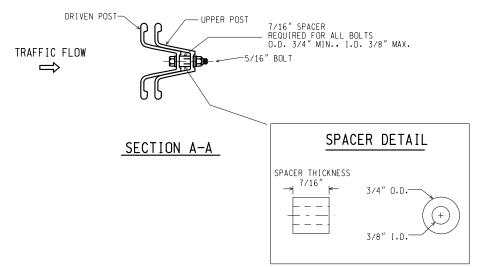
MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN

F.H.W.A. APPROVAL

11/2/2017 WZD-100-A

A SHEET 4 OF 11





NOTES:

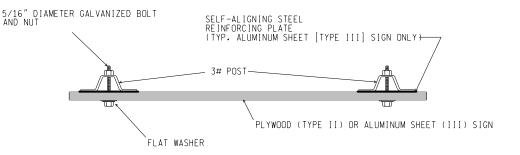
- 1. THE SPACER THICKNESS SHALL BE 1/16" LESS THAN THE GAP BETWEEN THE POST WHEN POSITIONED IN THE UNBOLTED CONFIGURATION.
- 2. THE EXTERIOR BOLT (CLOSEST TO LAP), SPACER, WASHER, AND NUT SHALL BE INSTALLED IN A PREPUNCHED HOLE 1" to 2" FROM THE END OF THE LAP.
- 3. THE INTERIOR BOLT (FARTHEST FROM LAP), SPACER, WASHER, AND NUT SHALL BE INSTALLED IN THE NEXT PREPUNCHED HOLE.
- 4. THE DRIVEN POST SHALL ALWAYS BE MOUNTED IN FRONT OF THE UPPER POST WITH RESPECT TO THE ADJACENT ONCOMING TRAFFIC, REGARDLESS OF THE DIRECTION THE SIGN IS FACING.
- 5. THE SPLICE LAP SHALL BE FASTENED BY FOUR-5/16" DIA. GALVANIZED A449 BOLTS (SAE J429 GRADE 5) OR GALVANIZED A325 BOLTS.

3 Ib. U - CHANNEL STEEL POST (WITH SPLICE)

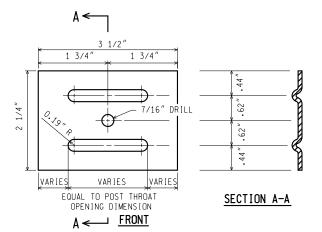
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SHEET

6 OF 11



SIGN TO 3 Ib. POST CONNECTION



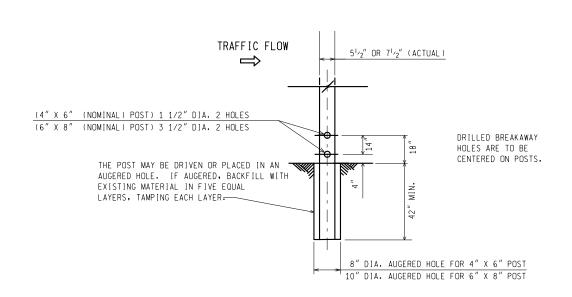
NOTES: (FOR STEEL SIGN REINF' PLATE)

- 1. MATERIAL: 12 GAUGE CARBON STEEL.
- 2. TOLERANCE ON ALL DIMENSIONS ± 0.0625"
- 3. FINISH-AFTER STAMPING AND PUNCHING, GALVANIZE ACCORDING TO CURRENT SPECIFICATIONS FOR ZINC (HOT GALVANIZE) COATINGS ON PRODUCTS FABRICATED FROM PLATES OR STRIPS

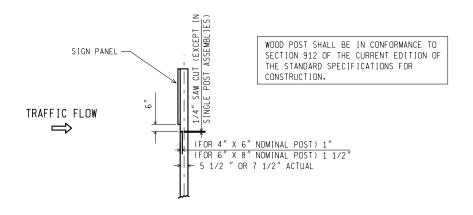
STEEL SIGN REINFORCING PLATE REQUIRED FOR TYPE III SIGNS ONLY

3 Ib. U - CHANNEL STEEL POST SIGN CONNECTION

| NUT | ΙU | SCALE |
|-----|----|-------|
| | | |



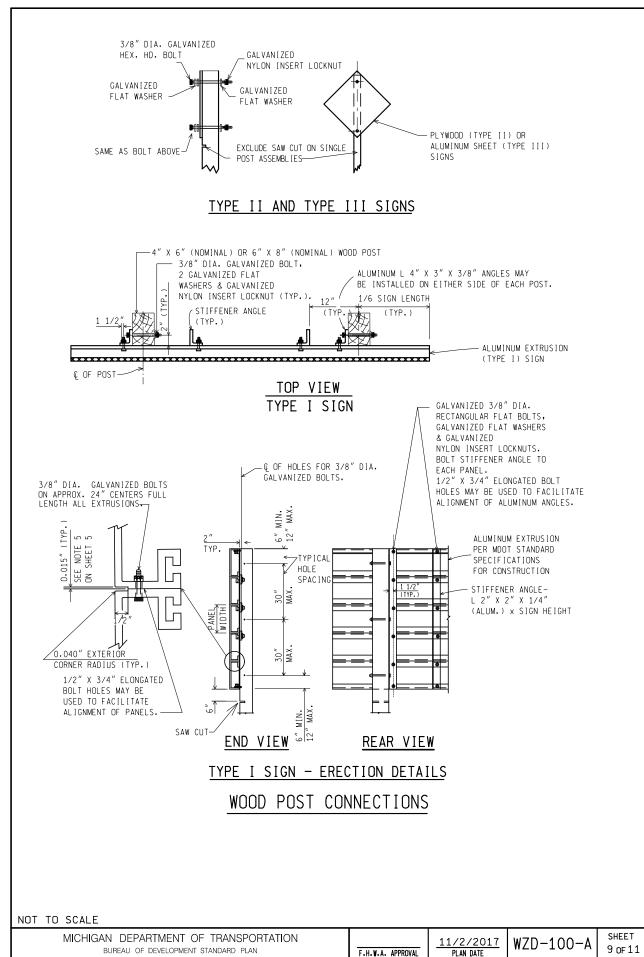
WOOD POST BREAKAWAY HOLES/ DIRECT EMBEDMENT DETAILS

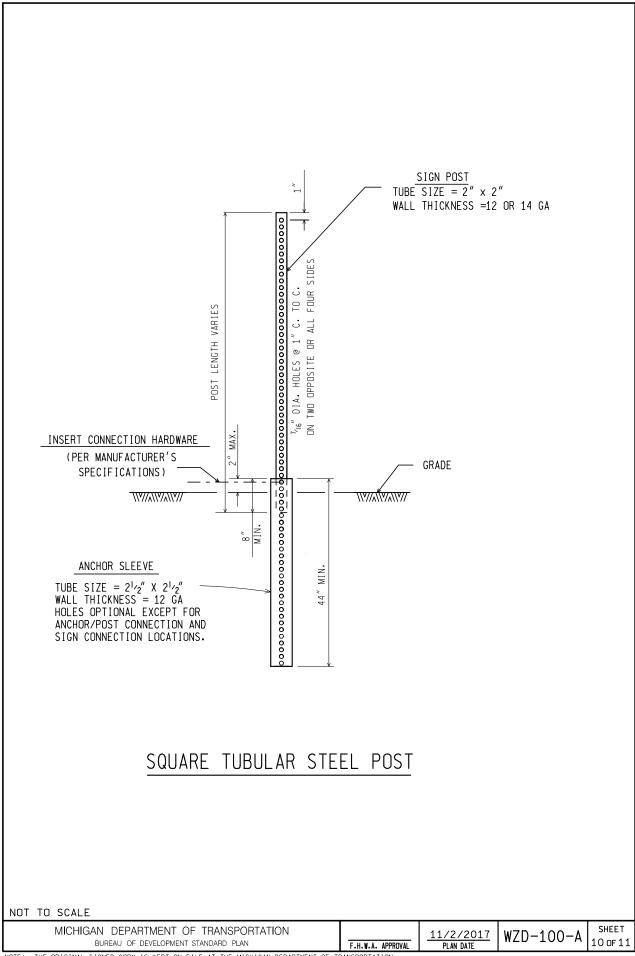


SAW CUT DETAIL (MULTIPLE POST INSTALLATIONS)

WOOD POST DETAILS

| NOT TO SCALE | | | | |
|---|-------------------|------------------------|-----------|------------------|
| MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN | F.H.W.A. APPROVAL | 11/2/2017 PLAN DATE | WZD-100-A | SHEET 8 OF 11 |



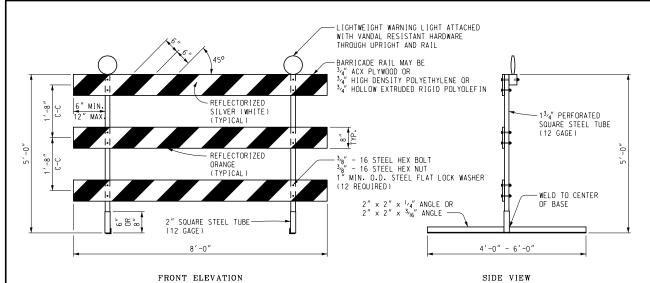


GENERAL NOTES:

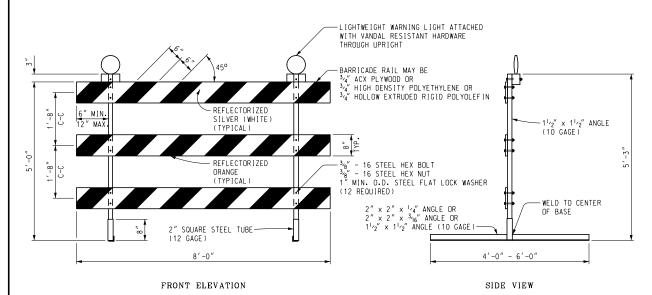
- 1. A MAXIMUM OF TWO POSTS WITHIN A 7 FOOT PATH IS PERMITTED.
- 2. ALL SIGN POSTS SHALL COMPLY WITH NCHRP 350.
- 3. ALL POSTS SHALL BE EMBEDDED A MINIMUM OF 42".
- 4. BRACING OF POST IS NOT PERMITTED.
- 5. SIGN SHALL BE LEVEL, AND UPRIGHT FOR THE DURATION OF INSTALLATION.
- 6. ERECT POSTS SO THE SIGN FACE AND SUPPORTS DO NOT VARY FROM PLUMB BY MORE THAN 3/16" IN 3'. PROVIDE A CENTER-TO-CENTER DISTANCE BETWEEN POSTS WITHIN 2 PERCENT OF PLAN DISTANCE.
- 7. NO MORE THAN ONE SPLICE PER POST, AS SHOWN, WILL BE PERMITTED.
- 8. POST TYPES SHALL NOT BE MIXED WITHIN A SIGN SUPPORT INSTALLATION.
- 9. NO VERTICAL JOINTS ARE PERMITTED IN SIGN. NO HORIZONTIAL JOINTS THROUGH SIGN LEGEND OR SYMBOLS ARE PERMITTED IN SIGN
- 10. REMOVE SIGN POSTS AND/OR POST STUBS IN THEIR ENTIRETY WHEN NO LONGER REQUIRED.
- 11. ALL LABOR, MATERIALS, AND EQUIPMENT, INCLUDING TEMPORARY SUPPORTS REQUIRED TO INSTALL, MAINTAIN, RELOCATE, AND/OR REMOVE THE TEMPORARY SIGN, INCLUDING SUPPORTS, ARE CONSIDERED TO BE INCLUDED IN THE COST OF THE TEMPORARY SIGN.
- 12, SAW CUTS IN WOOD POSTS ARE TO BE PARALLEL TO THE BOTTOM OF THE SIGN.
- 13. POSTS SHALL NOT EXTEND MORE THAN 4" ABOVE TOP OF SIGN.
- 14. TEMPORARY WOOD SUPPORTS DO NOT REQUIRE PRESERVATIVE TREATMENT.

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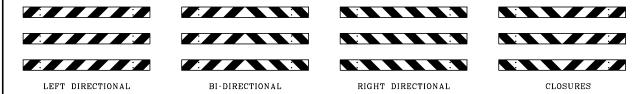
F.H.W.A. APPROVAL



PERFORATED SQUARE STEEL TUBE OPTION

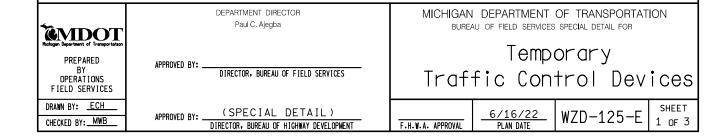


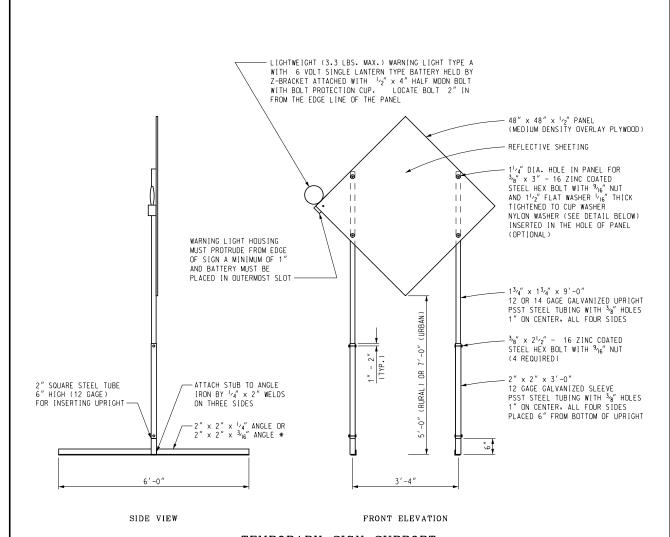
ANGLE IRON OPTION



BARRICADE RAIL SHEETING OPTIONS TYPE III BARRICADES

 $\hbox{Other Type III Barricades meeting current NCHRP crash worthy criteria can be found on the FHWA Safety website at } http://safety.fhwa.dot.gov/roadway_dept/road_hardware/wzd.htm \\$



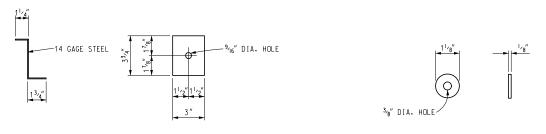


TEMPORARY SIGN SUPPORT

(WARNING LIGHT PLACED ON SIDE CLOSEST TO TRAFFIC)

* SIGN STAND IS BALLASTED WITH FOUR OR MORE 35 LB SANDBAGS. A MINIMUM OF ONE ON EACH END.

UPRIGHTS SHALL NOT EXTEND ABOVE THE SIGN PANEL.

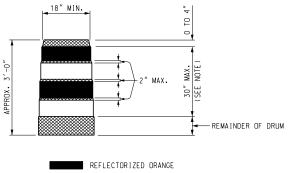


Z-BRACKET DETAIL OPTIONAL NYLON WASHER

Other temporary sign supports meeting current NCHRP crash worthy criteria can be found on the FHWA Safety website at http://safety.fhwa.dot.gov/roadway_dept/road_hardware/wzd.htm

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF FIELD SERVICES SPECIAL DETAIL F.H.W.A. APPROVAL PLAN DATE WZD-125-E SHEET 2 OF 3



☐ REFLECTORIZED WHITE

NON REFLECTORIZED ORANGE

NOTE:

NUIE:
DRUMS SHALL HAVE AT LEAST 4 HORIZONTAL REFLECTORIZED
STRIPES (2 ORANGE AND 2 WHITE) OF 6" UNIFORM WIDTH,
ALTERNATING IN COLOR WITH THE TOPMOST REFLECTORIZED
STRIPE BEING ORANGE. NON REFLECTORIZED SPACES BETWEEN
THE HORIZONTAL REFLECTORIZED ORANGE AND WHITE STRIPES SHALL BE ORANGE IN COLOR AND EQUAL IN WIDTH.

PLASTIC DRUM

NOTES:

 $2^{\prime\prime}$ PERFORATED SOUARE STEEL TUBES MAY BE USED TO FABRICATE THE HORIZONTAL BASE OF THE TYPE III BARICADE.

WARNING LIGHTS SHALL BE PLACED ACCORDING TO THE CURRENT STANDARD SPECIFICATIONS FOR CONSTRUCTION AND ALL OTHER PROVISIONS IN THE CONTRACT ON TYPE III BARRICADES.

SEE ROAD STANDARD PLANS R-113-SERIES FOR TEMPORARY CROSSOVERS FOR DIVIDED ROADWAY, AND R-126-SERIES FOR TYPICAL LOCATION AND SPACING OF PLASTIC DRUMS FOR PLACEMENT OF TEMORARY CONCRETE BARRIER.

SIGNS. BARRICADES. AND PLASTIC DRUMS SHALL BE FACED WITH PRESSURE-SENSITIVE REFLECTIVE SHEETING ACCORDING TO THE CURRENT STANDARD SPECIFICATIONS FOR CONSTRUCTION.

SANDBAGS SHALL BE USED WHEN SUPPLEMENTAL WEIGHTS ARE REQUIRED TO ACHIEVE STABILITY OF THE BARRICADE. THE SANDBAGS SHALL BE PLACED SO THEY WILL NOT COVER OR OBSTRUCT ANY REFLECTIVE PORTION OF THE TRAFFIC CONTROL DEVICE.

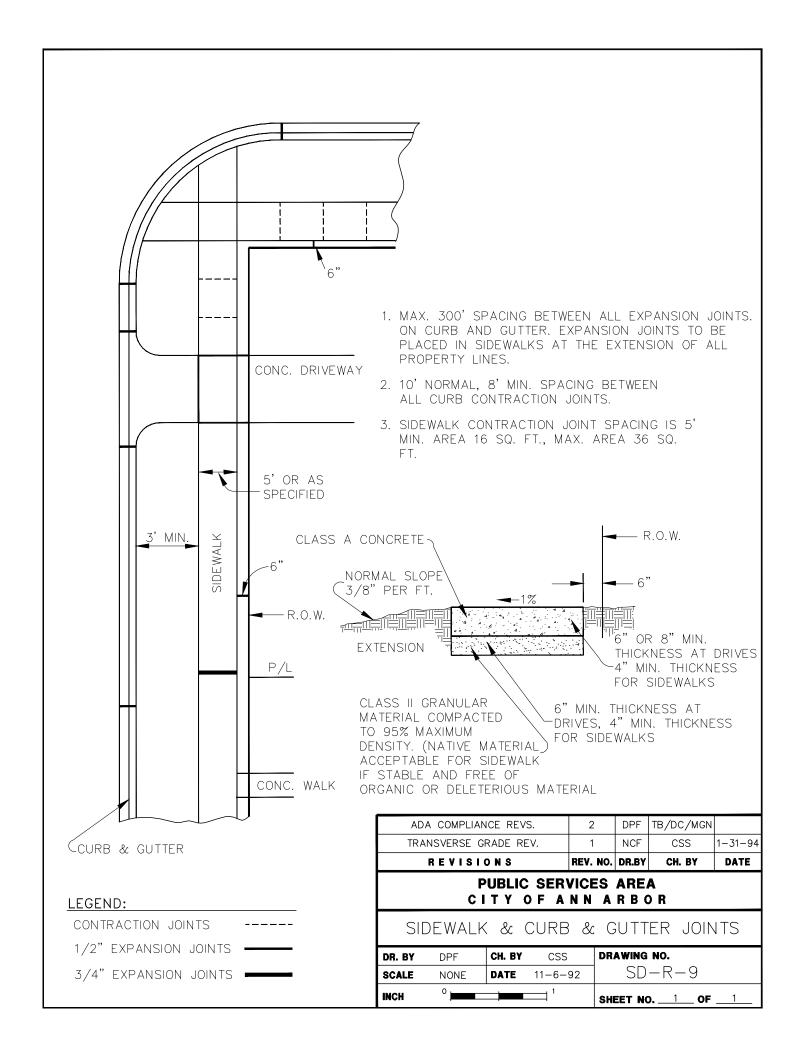
NOT TO SCALE

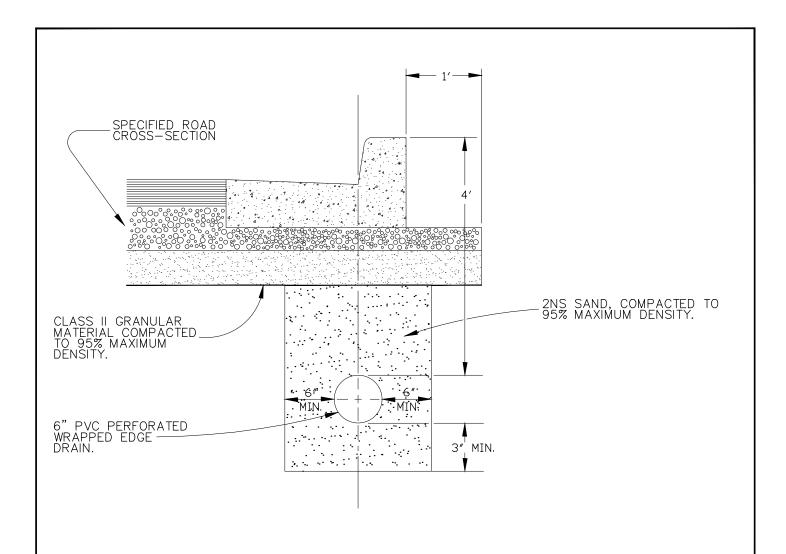
MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF FIELD SERVICES SPECIAL DETAIL

(SPECIAL DETAIL) F.H.W.A. APPROVAL 6/16/22 PLAN DATE

WZD-125-E

SHEET 3 _{OF} 3





NOTE:

FOR PAVEMENT BASE AND SUBBASE THICKNESS, SEE TYPICAL PAVEMENT CROSS—SECTION.

NOTE:

DENSITY TESTING PER CITY OF ANN ARBOR SPECIFICATIONS.

TRENCH DETAILS SHOW TYPE OF BACKFILL AND SURFACE RESTORATION ONLY. NOTE:

ALL TRENCHING TO CONFORM TO ALL APPLICABLE M.I.O.S.H.A. STANDARDS NOTE:

| | REVIS | IONS | | REV. NO. | DR.BY | CH. BY | DATE |
|--------|-------|--------|-----------------|----------|-------|--------|------|
| | | | RVICES of an | | | Т | |
| | TYP | ICAL | EDGED | RAIN | TREN | 1CH | |
| DR. BY | DF | СН. ВҮ | CSS | DRAWIN | G NO. | | |
| SCALE | NONE | DATE | 11-6-92 |] S[| D-T[| 0-10 | |
| INCH | 0 | · | 1 | SHEET I | 10 | OF | |

ATTACHMENT B GENERAL DECLARATIONS

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

Ladies and Gentlemen:

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

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

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

In accordance with these bid documents, and Addenda numbered _____, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:320 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder certifies that the statements contained in the City Prevailing Wage and Living Wage Declaration of Compliance Forms are true and correct. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

| SIGNED T | HIS, 202 |
|------------------|--------------------------------|
| Bidder's Name | Authorized Signature of Bidder |
| Official Address | (Print Name of Signer Above) |
| Telephone Number | Email Address for Award Notice |

ATTACHMENT C LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

| * A corporation organized and doing busines | ss under the laws of the | State of |
|---|---|---|
| , for whom | | , bearing the office title |
| of, whose signature is a | | |
| NOTE: If not incorporated in Michigar | n, please attach the corporation | n's Certificate of Authority |
| A limited liability company doing busing whom bearing the title whose signature is affixed to this proposal, LLC. | of | |
| * A partnership, organized under the laws of, whose members are (liseach) (attach separate sheet if necessary): | f the state of t all members and the s | and filed in the county treet and mailing address o |
| | | |
| | | |
| | | |
| * An individual, whose signature with addres Authorized Official | ss, is affixed to this Bid: | (initial here) |
| | Date | , 202_ |
| (Print) Name | Title | |
| Company: | | |
| Address: | | |
| Contact Phone () | Fax () | |

ATTACHMENT D PREVAILING WAGE DECLARATION OF COMPLIANCE

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

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

The Contractor agrees:

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

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

| Company Name | |
|--|------|
| Signature of Authorized Representative | Date |
| Print Name and Title | |
| Address, City, State, Zip | |
| Phone/Email address | |

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

9/25/15 Rev 0 PW

ATTACHMENT E

CITY OF ANN ARBOR LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

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

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here 1 No. of employees

Print Name and Title

| 99 | |
|---|---|
| The Contrac | etor or Grantee agrees: |
| (a) | To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$15.90/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$17.73/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3). |
| | Check the applicable box below which applies to your workforce |
| | Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits |
| | Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits |
| (b) | To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working |
| (c) | To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City. |
| (d) | To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance. |
| (e) | To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance. |
| has offered Wage Ordin Ordinance, | gned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and to provide the services or agrees to accept financial assistance in accordance with the terms of the Living ance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial |
| Company Na | me Street Address |
| Signature of A | Authorized Representative Date City, State, Zip |
| | |

Phone/Email address

<u>ATTACHMENT F</u>

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

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

\$15.90 per hour

If the employer provides health care benefits*

\$17.73 per hour

If the employer does **NOT** provide health care benefits*

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

ENFORCEMENT

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

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

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

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

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

Revised 2/1/2023

ATTACHMENT G



Vendor Conflict of Interest Disclosure Form

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

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

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

| Conflict of Interest Disclosure* | | | | | | |
|---|---|--|--|--|--|--|
| Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest. | () Relationship to employee | | | | | |
| | () Interest in vendor's company () Other (please describe in box below) | | | | | |
| | | | | | | |
| *Disclosing a potential conflict of interest does not disqua | lify vendors. In the event vendors do not disclose potential | | | | | |

| I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below: | | | | | | | |
|---|----|----|--|--|--|--|--|
| | | | | | | | |
| Vendor Name | | | Vendor Phone Number | | | | |
| | | | | | | | |
| Signature of Vendor Authorized Representative | Da | te | Printed Name of Vendor Authorized Representative | | | | |

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

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

ATTACHMENT H

DECLARATION OF COMPLIANCE

Non-Discrimination Ordinance

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

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

The Contractor agrees:

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

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

| Company Name | |
|--|------|
| | |
| Signature of Authorized Representative | Date |
| | |
| Print Name and Title | |
| | |
| Address, City, State, Zip | |
| | |
| Phone/Email Address | |

Questions about the Notice or the City Administrative Policy, Please contact:

Procurement Office of the City of Ann Arbor

(734) 794-6500

2016 Rev 0 NDO-2

ATTACHMENT I

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

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

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

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

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

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

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

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

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

MICHIGAN DEPARTMENT OF TRANSPORTATION CERTIFIED PAYROLL

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

| (1) NAME OF CON | NTRACTOR / SL | JBCONTRACTOR (CIRCLE ONE | Ξ) | | (2) AI | DDRES | S | | | | | | | | | | | | | | |
|-----------------|---------------|--------------------------|---------------|------|--------|--------|--------|----------|----------|---------------------------------|---------------------------|-------------------------------------|--------|--|------|---------|---------|----------|---------|-----------------|--|
| (3) PAYROLL NO. | | (4) FOR WEEK ENDING | | | (5) F | PROJE | OT AND | LOCA | TION | | | | | | | | | (6) | CONTRAC | TID | |
| (a |) | (b) | (c) | | (d) D/ | AY AND | DATE | <u> </u> | <u> </u> | (e) | (f) | (g) | (h) | (i) | | | (j) DED | DUCTIONS | | | (k) |
| EMPLOYEE IN | IFORMATION | WORK CLASSIFICATION | Hour Type | HOUF | RS WO | RKED! | ON PRO | DJECT | | TOTAL HOURS ON PROJECT | PROJECT RATE OF PAY | PROJECT RATE OF FRINGE PAY | WEEKLY | TOTAL WEEKLY HOURS WORKED ALL JOBS | FICA | FEDERAL | STATE | | OTHER | TOTAL DEDUCT | TOTAL WEEKLY WAGES PAID FOR ALL JOBS |
| NAME: | | | | | | | | | | 0 | | | \$0.00 | | | | | | | \$0.00 | \$0.00 |
| ETH/GEN: | ID #: | GROUP/CLASS #: | s | | | | | | | 0 | | | \$0.00 | | | | | | | | |
| | | | L | | | | | | | 0 | | | 30.00 | | | | | | | \$0.00 | \$0.00 |
| ETH/GEN: | ID#: | GROUP/CLASS #: | s | | | | | | | 0 | | | | | | | | | | | |
| NAME: | | | L | | | | | | | 0 | | | \$0.00 | | | | | | | \$0.00 | \$0.00 |
| ETH/GEN: | ID #: | GROUP/CLASS #: | s | | | | | | | 0 | | | | | | | | | | | |
| NAME: | | | L | | | | | | | 0 | | | \$0.00 | | | | | | | \$0.00 | \$0.00 |
| ETH/GEN: | ID #: | GROUP/CLASS #: | s | | | | | | | 0 | | | | | | | | | | , i | |
| NAME: | | | Ł | | | | | | | 0 | | | \$0.00 | | | | | | | \$0.00 | \$0.00 |
| ETH/GEN: | ID#: | GROUP/CLASS #: | s | | | | | | | 0 | | | | | | | | | | Ψ0.00 | Ψ0.00 |
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| NAME: | | | - | | | | | | | 0 | | | \$0.00 | | | | | | | \$0.00 | \$0.00 |
| ETH/GEN: | ID #: | GROUP/CLASS #: | s | | | | | | | 0 | | | | | | | | | | Ψ0.00 | Ψ0.00 |
| NAME: | | | | | | | | | | 0 | | | \$0.00 | | | | | | | \$0.00 | \$0.00 |
| ETH/GEN: | ID#: | GROUP/CLASS #: | s | | | | | | | 0 | | | | | | | | | | φυ.υυ | \$0.00 |

| Date | |
|--|--|
| 1 | |
| (Name of Signatory Party) | (Title) |
| do hereby state: | |
| (1) That I pay or supervise the payment of the person | ons employed by |
| (1) | |
| (Contractor or Subcontr | ractor) on the |
| | ; that during the payroll period commencing on the |
| (Building or Work) | _ |
| , day of,, and endir | |
| all persons employed on said project have been paid the been or will be made either directly or indirectly to or on be | ne full weekly wages earned, that no rebates have behalf of said |
| | from the full |
| (Contractor or Subcon | tractor) |
| weekly wages earned by any person and that no dedur from the full wages earned by any person, other than per 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labo 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 314 | missible deductions as defined in Regulations, Part r under the Copeland Act, as amended (48 Stat. 948, |
| | |
| (2) That any payrolls otherwise under this contract | |
| correct and complete; that the wage rates for laborers or applicable wage rates contained in any wage detern classifications set forth therein for each laborer or mecha | mination incorporated into the contract; that the |
| (3) That any apprentices employed in the abo apprenticeship program registered with a State apprenticeship and Training, United States Department of State, are registered with the Bureau of Apprenticeship a | enticeship agency recognized by the Bureau of of Labor, or if no such recognized agency exists in a |
| (4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO | D APPROVED PLANS, FUNDS, OR PROGRAMS |
| - in addition to the basic hourly way the above referenced payroll, pay | ge rates paid to each laborer or mechanic listed in yments of fringe benefits as listed in the contract o appropriate programs for the benefit of such |

| (b) WHERE | FRINGE | BENEFITS | ARE | PAID I | N | CASH |
|-----------|--------|----------|-----|--------|---|------|

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

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|-------------------|---|
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| REMARKS: | • |
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| | Too ware |
| NAME AND TITLE | SIGNATURE |
| | ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR TION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE |