

CITY OF ANN ARBOR
INVITATION TO BID



Arbor Hills Booster Station Demolition

ITB No. 4644

Due Date: October 9, 2020 by 2:00 PM (Local Time)

Public Services Area/Public Works Unit

Issued By:

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

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

NOTICE OF PRE-BID CONFERENCE

A virtual pre-bid conference for this project will be held on **September 30, 2020 at 10:00 AM**. To attend the conference, contact Kyle Selter at kyle.selter@ohm-advisors.com no later than 24 hours prior to scheduled time to receive a meeting link.

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

INSTRUCTIONS TO BIDDERS

General

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

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

Preparation of Bids

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

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

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

Questions or Clarifications / Designated City Contacts

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

All questions shall be due on or before **October 1, 2020 at 5:00 PM** and should be addressed as follows:

Specification/Scope of Work questions emailed to kyle.selter@ohm-advisors.com
Bid Process and Compliance questions emailed to cspencer@a2gov.org

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of **Kyle Selter** at kyle.selter@ohm-advisors.com after discovery as possible. Further, the contractor and/or service provide shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

Addenda

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

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

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

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before **October 9, 2020 at 2:00 PM (local time)**. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and **two (2)** Bid copies in a sealed envelope clearly marked: **ITB No. 4644 - Arbor Hills Booster Station Demolition**.

Bids must be addressed and delivered to:

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

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

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

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

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

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

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

Award

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each division, and award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the City. For unit price bids, the Contract will be awarded based upon the unit prices and the lump sum prices stated by the bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the City. If the City determines that the unit price

for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

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

Official Documents

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

Bid Security

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

Withdrawal of Bids

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

Contract Time

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

Liquidated Damages

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

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

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

Human Rights Information

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of

the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Section 5, beginning at page GC-2 shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

Wage Requirements

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

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

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

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

Conflict Of Interest Disclosure

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

Major Subcontractors

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

Debarment

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

Disclosures

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

Bid Protest

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

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

Cost Liability

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

Reservation of Rights

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

Idlefree Ordinance

The City of Ann Arbor adopted an idling reduction Ordinance that goes 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.

Environmental Commitment

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health

and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote, and encourage the City's commitment to the environment.

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

INVITATION TO BID

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

Ladies and Gentlemen:

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

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

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

In accordance with these bid documents, and Addenda numbered _____, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:320 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder certifies that the statements contained in the City Prevailing Wage and Living Wage Declaration of Compliance Forms are true and correct. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS _____ DAY OF _____, 202_.

Bidder's Name

Authorized Signature of Bidder

Official Address

(Print Name of Signer Above)

Telephone Number

Email Address for Award Notice

LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

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

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

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

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

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

Authorized Official

_____ **Date** _____, 202_

(Print) Name _____ Title _____

Company: _____

Address: _____

Contact Phone () _____ Fax () _____

Email _____

BID FORM

Section 1 – Schedule of Prices

Company: _____

Project: **ITB No. 4644 - Arbor Hills Booster Station Demolition**

Base Bid – Lump Sum

For the entire work outlined in these documents for **ITB No. 4644 - Arbor Hills Booster Station Demolition**, complete as specified, using equipment and materials only of the type and manufacturers where specifically named.

_____ (\$ _____)
Price in words *Price in numerals*

BID FORM

Section 2 – Material, Equipment and Environmental Alternates

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

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

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

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
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If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

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

Signature of Authorized Representative of Bidder _____ Date _____

BID FORM

Section 3 - Time Alternate

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

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

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

Signature of Authorized Representative of Bidder _____ Date _____

BID FORM

Section 4 - Major Subcontractors

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

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

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

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
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If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

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

Signature of Authorized Representative of Bidder _____ Date _____

BID FORM

Section 6 – Contractor Information and Responsible Contractor Criteria

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 bid being considered non-responsive and will not be considered for award.

Failure to provide responses to all questions may result in being deemed non-responsive.

Attach additional pages as needed if space below is insufficient.

Pursuant to Sec 1:312(20) of the City Code which sets forth requirements of a responsible bidder, Bidder is required to submit the following:

1. Organization Name: _____

Social Security or Federal Employer I.D. #: _____

Address: _____

City: _____ State: _____ Zip: _____

Type of Organization (circle one below):

Individual Partnership Corporation Joint Venture Other

If "Other" please provide details on the organization:

Year organization established: _____

2. Current owners/principals/members/managing members/partners of the organization:

3. Assumed Names, "doing business as" d/b/a, and/or former organization names(s), if applicable: _____

Explanation of any business name changes:

4. If applicable, please provide a list of all bidder's litigation and arbitrations currently pending and within the past five years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

5. Qualifications of management and supervisory personnel to be assigned by the bidder:

6. State and local licenses and license numbers held by the bidder:

7. Will all subcontractors, employees and other individuals working on the construction project maintain current applicable licenses required by law for all licensed occupations and professions?

Yes

No

8. Will contractors, subcontractors, employees, and other individuals working on the construction project be misclassified by bidder as independent contractors in violation of state or federal law?

Yes

No

9. Submit a statement as to what percentage of your work force resides within the City of Ann Arbor, and what percentage resides in Washtenaw County, Michigan, and the same information for any major subcontractors.

10. Submit documentation as to employee pay rates.

11. Submit a statement whether bidder provides health insurance, pension or other retirement benefits, paid leave, or other benefits to its employees.

12. Submit a statement explaining bidder's Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses along with supporting documentation or other evidence.

13. Has bidder had any violations of state, federal or local laws or regulations, including OSHA or MIOSHA violations, state or federal prevailing wage laws, wage and hour laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against the bidder within the past five years?

Yes

No

If you answered "yes" to the question above, for each violation provide an explanation of the nature of the violation, the agency involved, a violation or reference number, any other individual(s) or party(ies) involved, and the status or outcome and resolution.

14. Does bidder have an existing Fitness for Duty Program (drugs and alcohol testing) of each employee working on the proposed jobsite?

Yes

No

15. By attachment, please provide the following:

- Disclosure of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder. Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.

SAMPLE STANDARD CONTRACT

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

Administrative Use Only
Contract Date: _____

CONTRACT

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

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

Based upon the mutual promises below, the Contractor and the City agree as follows:

ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled **ITB No. 4644 – Arbor Hills Booster Station Demolition** in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, all of which are incorporated as part of this Contract:

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

ARTICLE II - Definitions

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

Project means **ITB No. 4644 - Arbor Hills Booster Station Demolition**

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

Contractor's Representative means _____ [**Insert name**] whose job title is [**Insert job title**].

ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.
- (B) The entire work for this Contract shall be completed within sixty (60) consecutive calendar days.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$500 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

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

ARTICLE IV - The Contract Sum

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

_____ Dollars (\$_____)

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

ARTICLE V - Assignment

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

ARTICLE VI - Choice of Law

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

and waive any claim of non-convenience.

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

ARTICLE VII - Relationship of the Parties

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

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

ARTICLE VIII - Notice

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

ARTICLE IX - Indemnification

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

ARTICLE X - Entire Agreement

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

ARTICLE XI – ELECTRONIC TRANSACTIONS

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

FOR CONTRACTOR

By _____

Its: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
City Administrator

By _____
Services Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

PERFORMANCE BOND

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

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

(Name of Surety Company)

By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Stephen K. Postema, City Attorney

(Name of Principal)

By _____
(Signature)

Its _____
(Title of Office)

Name and address of agent:

LABOR AND MATERIAL BOND

- (1) _____
of _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of \$ _____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City entitled _____

_____, for ITB No. _____; and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the Contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.
- (5) Principal, Surety, and the City agree that signatures on this bond may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this bond. This bond may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

SIGNED AND SEALED this _____ day of _____, 202_

(Name of Surety Company)
By _____
(Signature)
Its _____
(Title of Office)

Approved as to form:

Stephen K. Postema, City Attorney

(Name of Principal)
By _____
(Signature)
Its _____
(Title of Office)

Name and address of agent:

GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

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

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

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

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

Section 2 - Order of Completion

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

Section 3 - Familiarity with Work

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

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

Section 4 - Wage Requirements

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

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

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

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

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

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

Section 5 - Non-Discrimination

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

Section 6 - Materials, Appliances, Employees

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

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

assigned.

Adequate sanitary facilities shall be provided by the Contractor.

Section 7 - Qualifications for Employment

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

Section 8 - Royalties and Patents

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

Section 9 - Permits and Regulations

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

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

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

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

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

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

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

Section 11 - Inspection of Work

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

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

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

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

Section 12 - Superintendence

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

Section 13 - Changes in the Work

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

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

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

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

Section 14 - Extension of Time

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

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

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

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

Section 15 - Claims for Extra Cost

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

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

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

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

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

Section 16 - Progress Payments

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

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

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

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

Section 17 - Deductions for Uncorrected Work

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

Section 18 - Correction of Work Before Final Payment

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

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

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

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

Section 19 - Acceptance and Final Payment

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

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

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

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

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

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

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

Section 20 - Suspension of Work

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

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

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

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

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

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

Section 22 - Contractor's Right to Terminate Contract

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

Section 23 - City's Right To Do Work

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

Section 24 - Removal of Equipment and Supplies

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

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

Section 25 - Responsibility for Work and Warranties

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

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

Section 26 - Partial Completion and Acceptance

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

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

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

Section 27 - Payments Withheld Prior to Final Acceptance of Work

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

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

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

Section 28 - Contractor's Insurance

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

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

Required insurance policies include:

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

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

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

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.
\$2,000,000	Per Project General Aggregate
\$1,000,000	Personal and Advertising Injury
\$2,000,000	Products and Completed Operations Aggregate

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

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

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

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

Section 29 - Surety Bonds

Bonds will be required from the successful bidder as follows:

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

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

Section 30 - Damage Claims

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

Section 31 - Refusal to Obey Instructions

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

Section 32 - Assignment

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

Section 33 - Rights of Various Interests

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

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

Section 34 - Subcontracts

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

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

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

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

Section 35 - Supervising Professional's Status

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

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

Section 36 - Supervising Professional's Decisions

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

Section 37 - Storing Materials and Supplies

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

Section 38 - Lands for Work

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

Section 39 - Cleaning Up

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

Section 40 - Salvage

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

Section 41 - Night, Saturday or Sunday Work

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

Section 42 - Sales Taxes

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

Section 43

CONTRACTOR'S DECLARATION

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

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

Contractor

Date

By _____
(Signature)

Its _____
(Title of Office)

Past due invoices, if any, are listed below.

STANDARD SPECIFICATIONS

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

Standard Specifications are available online:

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

DETAILED SPECIFICATIONS

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SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Access to site.
 - 4. Work restrictions.
 - 5. Specification and drawing conventions.
 - 6. Miscellaneous provisions.

1.3 PROJECT INFORMATION

- A. Project Identification: Arbor Hills Booster Station Demolition.
 - 1. Project Location: 3100 Green Road, Ann Arbor, Washtenaw County, Michigan.
- B. Owner: City of Ann Arbor, 301 E. Huron Street - 6th Floor, Ann Arbor, MI 48104
 - 1. Owner's Representative: OHM Advisors, 34000 Plymouth Road, Livonia, MI 48150, Phone Number: 734-522-6711.
- C. Engineer: OHM Advisors, 34000 Plymouth Road, Livonia, Michigan 48150
 - 1. Construction Manager for this Project is Project's Contractor. In Divisions 01 through 49 Sections, the terms "Construction Manager" and "Contractor" are synonymous.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
 - 1. It is the intent and objective of the City of Ann Arbor to obtain demolition services including labor, material, transportation, equipment, and supervision required to remove the existing structures located at the Project site. Bid drawing information shows the extent of the existing building and site work based on available information. New site work includes earthwork to fill in excavated areas. Demolition shall be by the mechanical method of demolition. Explosives are prohibited.
- B. Type of Contract.
 - 1. Project will be constructed under a single prime contract, under one Division of work.

1.5 WORK BY OWNER

- A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.
- B. Concurrent Work: Owner will perform the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.

1. Shut-off valving immediately upstream and downstream from the abandoned booster station to allow for water main improvements (e.g., cut and cap) that will be completed by the Owner. Contractor shall remove water main within building footprint. The Contractor shall coordinate with Owner to schedule water main work.
2. Owner will bulkhead sanitary piping at downstream manhole. Sanitary piping will be abandoned in place. Contractor shall remove sanitary piping within building footprint. Contractor shall coordinate with Owner to schedule sanitary sewer work.

1.6 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
 1. Ensure that Contractor personnel employed on site become familiar with all rules and restrictions of local, state, and federal agencies having jurisdiction. Keep within the limits of the work and avenues of ingress and egress. The Contractors equipment shall be conspicuously marked for identification.
 2. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, the public, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 3. Arbor Hills Nature Area Access
 - a. Maintain access for pedestrian use of Arbor Hills Nature Area.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Work shall be generally performed during normal business working hours of 7:00 a.m. to 8:00 p.m., Monday through Friday, except where otherwise indicated.
 1. Saturday Work: No work shall be allowed on Saturday without written approval from the City of Ann Arbor.
 2. Sunday Work: No work shall be allowed on Sunday without written approval from the City of Ann Arbor.
 3. Holiday Work: No work shall occur on Holidays, as defined in the MDOT 2012 Specifications for Construction.
 4. Early Morning Hours: No work shall be allowed without written approval from the City of Ann Arbor.
 5. Hours for Utility Shutdowns: Not allowed. Water main shall be shut down by the City.
 6. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others.
- C. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- D. Special Scheduling Requirements: Conduct operations to cause the least possible interference with normal operations of adjacent site activity. Permission to interrupt any activity, roads, railroads, and/or utility service shall be requested in writing, to the Owner and the owning agency, a minimum of 15 calendar days prior to the desired date of interruption.

- E. Contractor and subcontractor employees shall conduct themselves in a proper, efficient, courteous, and businesslike manner. Remove from the site any individual whose continued employment is deemed by the Owner or his Designee to be contrary to the public interest or inconsistent with the best interests of the City of Ann Arbor.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
 - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

1.9 MISCELLANEOUS PROVISIONS

- A. The Contractor shall provide and pay for, at a minimum, all labor, materials, equipment, tools, water, light, power, transportation, supervision, and all other services and facilities necessary to complete the work.
- B. The Contractor shall obtain and pay for all necessary permits and licenses to conduct the work and shall utilize all measures necessary to ensure all potential for environmental impacts from the demolition work, backfilling, grading, and site restoration are mitigated.
- C. The contractor is responsible to abide by all codes, ordinances, regulations and standards included in the Contract Documents by reference, as applicable.
 - 1. Contractor shall comply with all applicable federal, state and local codes, ordinances and regulations and obtain all required permits. The Contractor shall comply with all authorities having jurisdiction over the work. It is not the intent of the Contract Documents to conflict with any Code, Ordinances or Regulation. Report any conflicts to the Owner or Designee for clarification.
 - 2. Codes, Permits and Fees. Unless otherwise indicated, all required certifications, permits, licenses, inspections, approvals, and fees for this Contract shall be secured and paid for by Contractor.
 - 3. State and Federal Codes and Regulations. The list does not represent all codes, standards and regulations. The Contractor shall be responsible for complying with all codes, standards and regulations having jurisdiction over the work. This list's intent is for guidance only:
 - a. Michigan Building Code
 - b. Michigan Occupational Health and Safety (OSH) Program Standards

- c. Michigan Plumbing Code
- d. International Mechanical Code
- e. NFPA 54 National Fuel Gas Code
- f. NFPA 1 Fire Prevention Code
- g. National Fire Protection Association (NFPA) 70 National Electrical Code
- h. NFPA 241 – Standard for Safeguarding Construction, Alteration, and Demolition Operations
- i. International Fire Code for Portable Extinguishers
- j. 29 Code of Federal Regulations (CFR) FR 1926 Subpart D 1926.62 - Lead
- k. 29 CFR 1926 Subpart T – Demolition

- D. Federal, State and Local Permits: Contractor shall obtain all permits from authorities having jurisdiction over the work. The list's intent is for guidance:
1. Contractor shall apply for and obtain from the City of Ann Arbor a Demolition Permit and from the State of Michigan, a Demolition Permit, if necessary, for the structure to be demolished.
 2. Contractor shall comply with all NESHAP and AHERA Regulations as they apply as well as notify required federal, state, and local authorities. The City of Ann Arbor commissioned a building materials survey for the existing booster station. Results for asbestos, lead, and universal waste are included in the Appendix.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Administrative/Supervisory Personnel
 - 2. Means and Methods
 - 3. Administrative Requirements, including those for Requests for Information (RFIs) and Project meetings.

1.2 DEFINITIONS

- A. Contractor: Selected demolition company who is contracted to perform the work by the Owner.
- B. Engineer: Owner's Representative or Designee who prepares the contract documents and oversees the work on behalf of Owner.
- C. Owner: City of Ann Arbor who is contracting agency.
- D. "Owner's Representative" and "Owner's Designee" shall mean the person(s) overseeing the work on behalf of the Owner.
- E. RFI: Request from Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design with 24 hours of receipt of bids. Use CSI Form 1.5A or similar. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

1.4 GENERAL COORDINATION PROCEDURES

- A. The Contractor shall meet with the Owner or Owner's Representative within ten (10) days of Notice to Proceed to conduct a site walkover and discuss submittals, safety, payrolls, labor relations, environmental protection, progress schedules, payment, and procurement of materials. Once the project is started, it shall be carried to completion without delay.
- B. Obtain all permits necessary prior to commencing demolition activities.
- C. Make arrangements for temporary storage of materials and supplies (if necessary) and for timely delivery to the job site.
- D. Coordinate with all utility owners for permits, notifications and approval for abandoning, shut off and cut and cap work to be performed as part of the project work.

- E. Coordinate the work of subcontractors, equipment, and material suppliers.
- F. There are underground utilities that exist within the limits of work for this project. Known underground utilities are shown on the drawings and the locations of all underground utilities shown are approximate only. **The Contractor is responsible for verification and identification of all utilities, which may exist within these limits.**
- G. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate demolition of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later demolition.
- H. Coordination with Owner and other contractors: The Owner, utility companies, and commercial or private owners may have construction projects occurring within or adjacent to the project limits during the life of this contract. Coordinate construction with all such projects that may be ongoing in the vicinity. Where the Contractor's work affects the operation of the Owner's utilities, coordinate work with the Owner. Contact Owner's representative. Give at least 48 hours of notice to the Owner in order to schedule activities such as valve operation, hydrant operation, sewer and structure cleanout, and similar items of work. No claim for extra compensation or adjustments in the contract prices will be allowed on account of delay or failure of others to complete the work scheduled.

1.5 ADMINISTRATIVE/SUPERVISORY PERSONNEL

A. Project-Site Administration

- 1. The Contractor shall provide a full-time, on-site General Superintendent to administer the Scope of Work and shall appoint other administrative and supervisory personnel required for the performance and coordination of the work, as necessary. The General Superintendent shall be capable of reading, writing, and conversing fluently in the English language on the job site during working hours.
- 2. The Contractor shall designate one individual to serve as project coordinator (may also be the General Superintendent) who will be responsible for maintaining a liaison between the Contractor and Owner's Representative.
- 3. The Contractor shall be responsible for coordinating the work to facilitate the orderly progress of work and to ensure that all work is done in proper sequence.
- 4. The Contractor shall arrange work and dispose of materials in a manner that will not interfere with the work and storage of materials of others.

B. Owner's Designee's Authority

- 1. The authority of the Owner's Representative is a Technical Representative for technical Contract administration and monitoring of the work. The Owner's Representative's scope of work is limited to the following functions:
 - a. Monitor the work and accept or reject work and materials including approval or disapproval of material submittals and shop drawings.
 - b. Observe whether compliance with technical terms and conditions is being met.
 - c. Interpret specifications and drawings where interpretation does not involve cost or time. Any disagreements with the Contractor over interpretation of specifications and drawings are to be immediately referred to the Owner.
 - d. Verify, prepare and recommend payment estimates on progress payments; forward to the Owner for approval.

- e. Bring safety concerns to the attention of the Owner.
 - f. Review all submittals from the Contractor including, but not limited to, the Work Plan, Health and Safety Plan, permit applications, waste profile summaries, and project schedules.
2. The Owner's Representative is not authorized to take the following actions, all of which remain the sole responsibility of the Owner:
 - a. Make changes to the provisions, period of performance, or change any terms or conditions.
 - b. Make decisions concerning any claims and disputes.
 3. Close liaison will be maintained by the Owner's Representative, the Owner and the Contractor. The Owner's Representative shall notify the Owner immediately of any problems encountered, including but not restricted to maintaining completion schedules.

1.6 MEANS AND METHODS

- A. Means and methods of work shall be as the Contractor chooses (must be mechanical method; no explosives), subject, however, to Owner's Representative's right to reject means and methods proposed which, in the opinion of Owner's Representative:
 1. Will not produce work in accordance with the terms and conditions of the specifications.
 2. Constitute a hazard to the work, persons, or property.
- B. The right to reject means and methods of the Contractor shall not be construed or interpreted as acceptance of the control of means and methods by Owner's Representative.
- C. The total responsibility for control of all means and methods of performing the work required lies with the Contractor.
- D. Owner's Representative reserves the right to witness any work procedures performed by the Contractor under the terms and conditions of these specifications. If so required by the Owner's Representative, the Contractor shall provide a ten (10) day advance written notice of an intended work operation. This notice shall be provided to the Owner's Representative so that arrangements can be made to have a qualified representative on site during the work.

1.7 ADMINISTRATIVE REQUIREMENTS

- A. REQUESTS FOR INFORMATION (RFIs)
 1. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - a. Owner Designee will return RFIs submitted to Owner Designee by other entities controlled by Contractor with no response.
 - b. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
 2. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - a. Project name.
 - b. Project number.
 - c. Date.
 - d. Name of Contractor.
 - e. Name of Owner Designee
 - f. RFI number, numbered sequentially.
 - g. RFI subject.
 - h. Specification Section number and title and related paragraphs, as appropriate.
 - i. Drawing number and detail references, as appropriate.
 - j. Field dimensions and conditions, as appropriate.
 - k. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.

- l. Contractor's signature.
- m. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- n. Space for Owner Designee's response.
- 3. RFI Forms: A template shall be provided by the Owner's Designee.
- 4. Owner's Designee's Action: Owner's Designee will review each RFI, determine action required, and respond. Allow seven working days for Owner's Designee's response for each RFI. RFIs received by Owner's Designee after 1:00 p.m. will be considered as received the following working day.
 - a. The following RFIs will be returned without action:
 - 1) Requests for approval of submittals.
 - 2) Requests for approval of substitutions.
 - 3) Requests for coordination information already indicated in the Contract Documents.
 - 4) Requests for adjustments in the Contract Time or the Contract Sum.
 - 5) Requests for interpretation of Owner's Designee actions on submittals.
 - 6) Incomplete RFIs or inaccurately prepared RFIs.
 - b. Owner's Designee action may include a request for additional information, in which case Owner's Designee time for response will date from time of receipt of additional information.
 - c. Owner's Designee action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to the General Conditions.
 - 1) If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Owner's Designee in writing within 7 days of receipt of the RFI response.
 - d. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Owner's Designee of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Owner's Designee, within three days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Owner's Designee, but no later than 15 days after execution of the Agreement.
 - 1. Attendees: Authorized representatives of Owner, Owner's Designee, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.

- h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of record documents.
 - l. Use of the premises
 - m. Use of existing building if Contractor will need access to a building.
 - n. Work restrictions.
 - o. Working hours.
 - p. Owner's occupancy requirements.
 - q. Responsibility for temporary facilities and controls.
 - r. Procedures for moisture and mold control.
 - s. Procedures for disruptions and shutdowns.
 - t. Construction waste management and recycling.
 - u. Parking availability.
 - v. Office, work, and storage areas.
 - w. Equipment deliveries and priorities.
 - x. First aid.
 - y. Security.
 - z. Progress cleaning.
3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 32 33 – DIGITAL RECORDED VIDEO SURVEY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction digitally recorded video survey.
- B. Prior to commencing the work, the Contractor shall have a continuous color audio-video digital recording taken along the designated length of the project to serve as a record of existing conditions. All flash drives and written records shall become the property of the Owner.

1.3 SUBMITTALS

- A. Qualification Data: For photographer.
- B. Flash Drives: Submit a minimum of two complete sets of flash drives upon final approval and acceptance of the videos by the Owner and Engineer (one set each for the Owner, Engineer, and Contractor). Additional sets shall be furnished if requested by the Owner.
 - 1. Identification: On each Flash Drive, provide an applied label with the following information:
 - a. Flash drive number.
 - b. Name of project.
 - c. Name of municipality.
 - d. Name and address of photographer.
 - e. Name of Contractor.
 - f. Date videotape was recorded.
 - g. Description of vantage point, indicating location, direction (by compass point)
 - h. Weather conditions at time of recording.
 - 2. Transcript:
 - a. A record of the contents of each flash drive shall be supplied by a log sheet that identifies each segment in the digital recording by location, roll number, street or road viewing, flash drive counter number, viewing side, starting point, traveling direction and ending point.
 - b. Prepared on 8-1/2-by-11-inch paper. Include a cover sheet with same label information as corresponding flash drive. Include name of project and date of recording on each page.

1.4 QUALITY ASSURANCE

- A. Photographer Qualifications:
 - 1. The Contractor shall engage the services of a professional digital recording firm that is actively engaged in color audio-video recordings for various municipalities. The firm shall have a minimum of two years experience in audio-video digital recording of construction projects.
 - 2. The Owner may make such investigation as he deems necessary to determine the ability of the digital recording firm to perform the work. The Contractor shall furnish the Owner

all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any digital recording firm if the investigation fails to satisfy the Owner that such firm is properly qualified to carry out the work specified herein. Upon rejection of a digital recording firm, the Contractor shall engage the services of another firm that shall undergo the review and approval process as previously discussed.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. All equipment, accessories, and materials necessary to perform this service shall be furnished by the Contractor and the digital recording firm, except for the plans of the proposed area to be digitally recorded which are to be furnished by the Owner. The Contractor shall be responsible for providing any temporary warning signs or barricades if required during the digital recording operations. Digital recordings shall be on high-quality flash drives for lossless picture quality, suitable for playback on audio/video computer software.
- B. In some instances, digitally recorded coverage may not be suitable for recording necessary details. In such instances, the Engineer may specify digital still photographs to provide coverage. Digital photography must be used and the firm shall provide a flash drive of all images. A suitable labeling system and description of the location of the photograph shall accompany the photographs in PDF form on the flash drive with the digital photographs

2.2 DIGITAL RECORDING

- A. Each flash drive shall begin with the current date, project name, and municipality as well as the general location or station, name of the street, viewing side, and direction of progress. Houses and buildings shall be identified by address.
- B. When conventional wheeled vehicles are used, the distance from camera lens to the ground shall not be less than ten (10) feet to ensure proper perspective.
- C. In some instances, digitally recorded coverage will be required in areas that are not accessible by conventional wheeled vehicles. Such coverage shall be obtained by walking or special conveyance approved by the Engineer.
- D. The engineering stationing numbers shall be continuous and accurate and shall correspond to the project stationing within the field of view. Standard engineering symbols (for example, 14 + 84) shall appear in the upper left of the viewing screen. If stationing is not an adequate method to describe the site in certain areas, other visible structural components shall be used to describe the location along/within the site.
- E. Beneath the engineering stationing, periodic transparent alphanumeric information consisting of the project name, location, direction of travel, viewing side, etc., shall appear.
- F. Global Positioning System Satellites may be used in place of or in addition to engineering stationing numbers where available. The global positioning system shall provide updates at one (1) per second and have accuracy of five (5) meters or less spherical accuracy. The GPS coordinate display will be at one (1) meter longitude and 1 meter latitude. (example: 3000N423 9456W294)
- G. To preclude the possibility of tampering or editing in any manner, all digital recordings shall, by electronic means, display continuously and simultaneously generated transparent digital information to include the date and time of recording, as well as corresponding GPS coordinates and/or engineering stationing numbers. The date information will contain the month, day and

year (for example, 10/5/06) and be placed directly below the time information. The time information shall consist of hours, minutes and seconds separated by colons (for example 10:35:18). This transparent information shall appear on the extreme upper left-hand of the screen.

2.3 DIGITAL VIDEO TRACKS

- A. Digital recordings shall consist of one (1) video and two (2) audio tracks, all of which must be recorded simultaneously. All tracks shall consist of original live recordings and thus shall not be copies of other audio or digital video recordings. Audio track one (1) shall contain the narrative commentary of the camera technician and shall be recorded simultaneously with his fixed elevation video record of the area of construction. Audio track two (2) shall contain the narrative commentary and evaluations of the ground level remote technician whose function shall be to provide a complete circumspection of any features that are not adequately visible to the camera technician. In order to maintain viewer orientation, transition from a fixed camera overview to a remote camera picture shall be accomplished by means of an electronic dissolve.

2.4 LIGHTING REQUIREMENTS

- A. In order to produce proper detail and perspective, adequate lighting will be required to fill in the shadow areas caused by trees, utility poles, road signs and other such objects.
- B. For interior and exterior surfaces of existing buildings, video lighting must be sufficient to provide shadow less light to enable all objects to be distinctive and clearly video taped with correct detail in order to obtain proper perspective. The Contractor shall provide all power required for lighting.

PART 3 - EXECUTION

3.1 SCHEDULE

- A. All digital recording shall be done during times of good visibility. No recording shall be done during periods of visible precipitation or when more than ten (10) percent of the ground is covered with snow or standing water unless otherwise authorized by the Engineer.
- B. Digital recording shall be done prior to placement of materials or equipment in the construction area. Flash drives shall be furnished to the Owner at least one week prior to the preconstruction meeting.
- C. No construction shall begin prior to review and approval of the digital video by the Owner.
- D. The Owner shall have authority to reject all or any portion of the digital recording that does not conform to the specifications. Any coverage that is not acceptable to the Owner shall be rerecorded at no additional charge. The Contractor shall reschedule unacceptable coverage within five (5) days after being notified.

3.2 DIGITAL VIDEO COVERAGE – CONSTRUCTION ZONE

- A. Digital video coverage shall include all surface features located within the zone of influence of construction and shall be supported by appropriate audio description. Such coverage shall include, but not be limited to, public right-of-way, easement areas, adjacent private property, all existing driveways, sidewalks, curbs, ditches, roadways, landscaping, trees, shrubs, fences, culverts, headwalls, retaining walls, and buildings located within such zone of influence. Of particular concern shall be the existence of any faults, fractures, or defects.

- B. Houses and buildings shall be identified visually by house number when visible. Manholes or other utility structures shall also be identified.
- C. The rate of travel used during digital recording shall not exceed forty-eight (48) feet per minute. Panning rates and zoom-in/zoom-out rates shall be controlled sufficiently such that stop action during playback will produce clarity of the object viewed.
- D. The Engineer shall have the authority to designate areas for which coverage may be added or omitted.

3.3 DIGITAL VIDEO COVERAGE – INTERIOR AND EXTERIOR SURFACES

- A. Building exterior coverage shall include, but not be limited to, all the masonry features of the building such as walls, foundations, chimneys or porches. Building interiors shall include, but not be limited to, all outside basement walls and flooring.
- B. All property being digitally recorded for interior record must have a permanent exterior front view recorded on video displayed in upper right-hand corner of the viewing screen for positive identification of property. This view will be no larger than twenty percent (20%) of the picture area and must begin by showing the address. The camera technician shall pan and zoom in and out as necessary to control the clarity of objects being viewed.
- C. All digital recordings shall be done during regular business hours unless otherwise authorized by the Owner or agreed to by an affected property owner.

3.4 DIGITAL RECORDING FIRM RESPONSIBILITIES

- A. The digital recording firm may televise and record areas within public rights-of-way, along municipal-owned easements, through municipal-owned parks, and municipal buildings. When digital recording is to be done on private property, the digital recording firm shall give the Owner sufficient prior notice so that the property owners may be contacted and their permission obtained for the work.
- B. Three (3) attempts must be logged by the camera technician to complete the video project at each location, and a log sheet describing the day, time, and disposition of the contact must be kept.
- C. At no time will the digital recording firm be allowed to use any electrical circuits located inside or outside buildings on private property. The digital recording firm must enter and leave property in a professional and orderly manner.

END OF SECTION 01 32 33

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 01 10 00 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Engineer, testing agencies, and authorities having jurisdiction.
- B. Water Service: Pay Water Service use charges for water used by all entities for construction operations; unless otherwise noted in the Contract Documents.
- C. Electric Power Service: Pay electric power service use charges for electricity used by all entities for construction operations; unless otherwise noted in the Contract Documents.
- D. Natural Gas Service: Pay natural gas service use charges for natural gas used by all entities for construction operations; unless otherwise noted in the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire prevention program.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines.

1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices, General:
 - 1. Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading. Provide at Contractor's discretion.
 - 2. Provide for Contractor or Subcontractor at Contractor's discretion.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Project Completion, restore these facilities to condition existing before initial use.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on

completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

- G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - 1. Install electric power service overhead unless otherwise indicated.
- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
 - 2. Maintain support facilities until Engineer schedules a Project Completion inspection. Remove before Project Completion. Personnel remaining after Project Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on Drawings.
 - 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
 - 1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
 - 2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Section 31 20 00 "Earth Moving."
 - 3. Where permanent aggregate base will be used for temporary roads and paved areas, recondition base after temporary use, including removing contaminated material, regrading, proof-rolling, compacting, and testing.
 - 4. General
 - a. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - b. Maintain access for fire-fighting equipment and access to fire hydrants.
 - c. During the course of construction, make provisions to maintain access for emergency vehicles at all times. Where possible and when directed by the Engineer, all streets must be left open to traffic at the end of each working day. Traffic maintenance and control as defined in this section shall be considered as included in the unit bid prices or lump sum bid prices that are given in the Bid Form.
 - d. All work for maintaining traffic and control shall be in accordance with Section 812 of the 2012 MDOT Standard Specifications for Construction and the current edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD). The Contract shall also comply with work zone sign requirements as described in Public Act 315 of 2003.
 - e. Conduct operations and use equipment in such a manner that traffic will be maintained throughout the entire length of the project. When conditions are such as to warrant variations from this requirement, the procedure to be followed shall be approved by the Engineer prior to such procedure being put into effect.

- f. Furnish, erect and maintain all barricades, signs and lights as required according to the current edition of the MMUTCD. Notify concerned parties such as local police department, local fire department, and school officials if a road closure and/or detour will be in effect. Notify the same parties when the road has been reopened.
 - g. Once work on a particular utility is begun, the Contractor must continue his work to completion. The Owner will not permit random movements of work operations among the project area that tend to confuse traffic patterns.
 - h. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - i. Comply with requirements of authorities having jurisdiction.
5. Provisions for Local Traffic
- a. During the progress of the work, accommodate both local vehicular and pedestrian traffic along the roads.
 - b. Maintain access to all residences and businesses except as noted on the plans or as directed by the Engineer. The use of maintenance aggregate to maintain access shall be as approved by the Engineer.
 - c. The Contractor's truck and equipment operations on public streets shall be governed by all local traffic ordinances and regulations of the local fire and police departments, the Owner, and the Michigan Department of Transportation.
6. Existing Warning and Regulatory Signs
- a. Wherever possible, all existing signs on this project are to be preserved and maintained as incidental to the project.
 - b. Where it is not possible to preserve existing traffic control signs and street name signs, they shall be removed, temporarily reset and maintained by the Contractor. Upon completion of the project, reset traffic control signs and street name signs in the proper position.
 - c. In cases where new signs are called for, place in accordance with the requirements outlined elsewhere in the plans or technical specifications.
 - d. Any new or existing signs damaged by the Contractor shall be replaced in kind by him at no additional cost to the Owner.
7. Lane Closures and Detours
- a. Any lane closures or detours shall be approved by the Owner and the appropriate governing agency, and shall meet their specifications and standards as well as those of the MMUTCD. Where there are conflicts, the more restrictive shall apply. Provide proper lighting for any type of closure that occurs during twilight or darkness.
8. Construction Signs and Barricades
- a. Warning signs and barricades configurations shall meet the requirements of the MMUTCD, the Owner, and the Michigan Department of Transportation.
 - b. The Contractor shall not begin any operation on the project until all required signs and barricades have been set.
 - c. All signs to be used during twilight or darkness shall be reflectorized, in good condition, with two continuous flashing lights.
 - d. The construction site shall at all times be maintained and left in a clean, neat, and safe condition, including any construction signing.
 - e. After working hours, cover or remove signs that are not appropriate so that motorists will not be confused. Remove and replace or cover (where practical) existing traffic signs that may conflict with the proposed construction.
9. Flag Control
- a. Provide traffic regulators (flaggers) as necessary to protect the vehicular and pedestrian traffic and the work within the work zone areas.

D. Parking: Provide temporary parking areas for construction personnel.

E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

- 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.

2. Remove snow and ice as required to minimize accumulations.
- F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 3. Maintain and touchup signs so they are legible at all times.
- G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.
- H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- I. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.
- J. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Project Completion.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Temporary Erosion and Sedimentation Control: Comply with authorities having jurisdiction.
- D. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings.
1. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been placed.
 2. If a soil erosion control permit is required on this project, adhere to the specific conditions of the project permit. Where the permit is issued in the name of the Contractor, and requires that a bond be posted, the Contractor shall include in his bid the permit fee, inspection fee, and bond expenses.
 3. The Engineer shall have full authority to require compliance with the soil erosion control requirements and may order suspension of the Work if measures are not adequate or a problem develops requiring additional soil erosion control measures, any ordered suspension of the Work shall not be grounds for Contractor's claims for "down time" or "lost time."
- E. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

- F. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- G. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- H. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
- I. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire prevention program.
 - 1. Prohibit smoking in construction areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Project Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Project Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. At Project Completion, repair, renovate, and clean permanent facilities used during construction period.
 - 3. Remove temporary paving not intended for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.

END OF SECTION 01 50 00

SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous demolition waste.
 - 2. Recycling nonhazardous demolition waste.
 - 3. Disposing of nonhazardous demolition waste.
- B. Related Requirements:
 - 1. Section 02 41 16 "Demolition" for additional detail related to disposition of waste resulting from demolition of buildings, structures, and site improvements.

1.2 DEFINITIONS

- A. Demolition Waste: Building materials generated from operations to demolish and remove building from site, as well as any site generated waste.
- B. Disposal: Removal off-site of demolition waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- C. Recycle: Recovery of demolition waste for subsequent processing in preparation for reuse.
- D. Salvage: Recovery of demolition waste and subsequent sale or reuse in another facility.

1.3 INFORMATIONAL SUBMITTALS

- A. Submit Transportation Routes as part of the Work Plan to Owner or Designee for approval.
- B. Submit the names of the disposal facilities to Owner or Designee for approval.
- C. Submit copies of disposal facility licenses to the Owner or Designee.
- D. Submit offsite transportation manifests and disposal tickets.

1.4 CLOSEOUT DOCUMENTATION

- A. Record volume and character of material disposed.
- B. Provide documentation that measuring devices used are certified by the appropriate state inspection agency.
- C. The Contractor shall provide to Owner or Designee written documentation and records verifying receipt and the quantity received of each load at the disposal facility and verification of proper disposal. Copies of the actual receipt must be provided to Owner.
- D. The Contractor shall prepare and maintain accurate manifests for each waste material load being transported and disposed. All the manifests shall be duly filled out by the Contractor and signed by the Owner or the Designee or Designee Representative prior to off-site shipment of any material. The Contractor shall coordinate signing of the manifests in advance of the

scheduled shipment. The Contractor shall notify the Owner or Designee at least 24 hours before the scheduled shipment of contaminated material.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. The Contractor shall provide equipment, personnel, and facilities necessary to handle and load materials for transport.

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

- A. Ensure that all vehicles entering and leaving the site comply with all safety requirements and licensing requirements of the Michigan Department of Environmental, Great Lakes & Energy, Michigan Department of Transportation, and United States Environmental Protection Agency.
- B. Prepare vehicles to prevent spills or contamination.
- C. Inspect vehicles before leaving the site.
- D. Transport construction debris materials from the site to an approved disposal facility.

3.2 LOADING AND HAULING

- A. Inspect haul vehicles for soil adhesion to wheels and under carriage. All debris shall be removed and properly handled by the Contractor before leaving site.
- B. No transport vehicles shall be allowed to leave the site that is leaking liquids.
- C. All transport vehicles shall be in strict conformance with state and local laws.
- D. The Contractor is responsible for any and all actions and costs necessary to remedy waste spilled in loading or transit.
- E. The Contractor shall keep accurate records for type and quantity of waste removed from the site. Owner or Designee approval is required before any waste leaves the site.
- F. The Contractor shall provide the Owner or Designee with copies of the above records, all permits required, manifests, waste hauling permits, and necessary affidavits regarding waste materials, and liquid disposal.
- G. All transportation procedures should comply with 49 CFR Parts 107 and 171, and applicable State Solid Waste Management regulation.

3.3 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Arrangements for disposal shall be performed by the Contractor.

B. Burning: Do not burn waste materials.

C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 01 74 19

SECTION 02 41 16 - DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of buildings, utilities and/or site features.
2. Abandoning in-place and/or removing below-grade features.
3. Disconnecting, capping or sealing, and abandoning in-place site utilities.

B. Related Requirements:

1. Section 01 10 00 "Summary" for use of the premises and phasing requirements.
2. Section 01 74 19 "Construction Waste Management and Disposal" for disposal and hauling requirements.
3. Section 31 20 00 "Earth Moving" for subgrade preparation requirements.

1.2 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged.

B. Remove and Salvage: Items of salvable value to Contractor may be removed from the structure as work progresses.

1.3 MATERIALS OWNERSHIP

A. Demolition waste becomes property of Contractor.

1.4 INFORMATIONAL SUBMITTALS

A. Site Health and Safety Plan

1. See Section 01 35 29 – Health, Safety, and Emergency Response Procedures

B. Work Plan: The Contractor shall submit a detailed account of the Contractor's approach to achieve all the goals of this work. The plan shall have a logical order of work items and specify projected time frames for each work item, at a minimum, the Work Plan shall include:

1. Proposed methods of demolishing the structure.
2. Methods proposed for general material removal and handling and waste handling.
3. Certification of approved scales for measurement and payment processes.
4. Proposed methods of abandoning and cutting and capping utilities.
5. Manifesting procedures.
6. Letter of Intent from the recycling/re-use facilities.
7. Copies of solid Waste Disposal permits
8. Transportation routes.
9. List of Equipment/rental equipment to be used during the Scope of Work.
10. Methods used to secure the site from vehicular and pedestrian traffic.
11. Spill Control and contingency plans.
12. Erosion Prevention and Sediment Control plans, including dust control operations.
13. Fire Control.
14. A site plan with marked locations of storage areas (including soil storage), barricades, and existing haul roads, as required to perform work.
15. A list of names and telephones numbers of people who are on 24-hour call for the project duration. At a minimum, the list shall contain the names and telephone numbers of the

local police, local hospitals and ambulance, local fire department, other firms working with the Contractor and emergency response services.

16. A plan to protect the structures, public utilities, and pavements from construction activities by shoring, bracing, sheet piling, underpinning, or other methods required to prevent their failure for review. Any damage to pathway, sidewalk, curb and gutter, or other pavement due to Contractors construction activities shall be repaired at Contractors expense at no additional cost to the project. Reference the City of Ann Arbor Standard Specifications for local regulations.
 17. A plan for the type and source of fill material proposed to fill in the excavation. The plan shall include the MDOT soil classification parameters of grain size, sieve analysis and organic content.
 18. Methods for conducting other work under this contact
- C. Schedule of Building Demolition Activities: Indicate the following:
1. Detailed sequence of demolition work, with starting and ending dates for each activity.
 2. Temporary interruption of utility services.
 3. Shutoff and capping or re-routing of utility services.
- D. Obtain all applicable permits, notifications and approvals and provide a copy of the approved permits to the Owner or Designee prior to commencing field work.

1.5 CLOSEOUT SUBMITTALS

- A. Landfill records including, at a minimum, Disposal Records and Landfill permits may be required by Owner or Designee when discharging demolished materials that may or may not contain hazardous wastes.
- B. Disposal Records: provide documentation of the receipt and acceptance of the waste by disposal facility licensed to accept each waste. Identify the quantity of waste received, description of each waste stream, and date received.
- C. Statement of Refrigerant Recovery (if required): Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.6 FIELD CONDITIONS

- A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.
- B. Conditions of Structures: Owner assumes no responsibility for actual condition of structures to be demolished including removal of salvageable items through theft. Conditions existing at time of inspection for bidding purposes will be maintained by the Owner in so far as practicable. However, variations within structure may occur due to theft, vandalism, and weather-related stresses on the structures prior to start of demolition work.
- C. Hazardous Materials or Other Items of Environmental Interest: May be present in buildings and structures to be demolished based on the age of the structures. To the extent required by law, the Contractor shall be responsible for identifying, quantifying, handling, and disposing of items of environmental interest that may be present. The Contractor is responsible for performing work in accordance with applicable regulations.
- D. On-site storage or sale of removed items or materials is not permitted.

1.7 COORDINATION

- A. Arrange demolition schedule with Owner and Engineer prior to start of work.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Contractor shall be an experienced firm that has successfully completed demolition Work similar to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ASSE A10.6 and NFPA 241.

2.2 SOIL MATERIALS

- A. Comply with requirements in Section 31 20 00 "Earth Moving."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting demolition operations.
- B. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations.
- C. Asbestos Survey
 - 1. An asbestos survey was commissioned by the City of Ann Arbor and was completed on November 4, 2019. No Asbestos was detected during survey. The detailed survey can be reviewed in the Appendix.
- D. Lead Survey
 - 1. No suspected lead containing materials identified in City of Ann Arbor survey dated 10/31/2019
- E. Universal Waste
 - 1. Four (4) Fluorescent lights and eight (8) associated ballasts were identified in City of Ann Arbor survey dated 10/31/2019. These materials should be removed and properly disposed of prior to demolition.
- F. Preparatory Removal (If Required)
 - 1. To prepare for demolition, the Contractor will first remove all ACMs and other "packages" containing potentially hazardous materials, hazardous waste or/and universal waste. Those materials will be segregated and placed in appropriate containers for disposal/recycling.
 - 2. Ensure that all utilities have been shut off and/or disconnected, as required by Contract Drawings.
 - 3. Complete any other required pre-demolition preparation activities required by permit and/or regulations.

3.2 PREPARATION

- A. Facility Remediation: If items of environmental interest are present at the site, the Contractor shall perform the following:
1. The Contractor shall utilize personnel that are adequate training, certified, and equipped with the handling of the items of environmental interest.
 2. The Contractor shall properly dispose of or recycle these items of environmental interest in such a way that protects against water and air pollution and preserves natural resources during the execution of work included in this Contractor.
 3. The Contractor will control operations to provide environmental protection in conformance with local, state, and federal regulations, permit and licenses.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Utilities to be Disconnected: Locate, identify, disconnect, and seal or cap off utilities serving buildings and structures to be demolished.
1. Owner will arrange to shut off water utilities when requested by Contractor. Water shut off by Owner will be at nearest upstream and downstream feed points of the booster station. All other utility shut offs shall be coordinated by the Contractor.
 2. Arrange to shut off utilities with utility companies.
 - a. If the Contractor wishes to use existing utilities during execution of work, this shall be coordinated with the Owner. Contractor shall be required to pay for any utility permits and use of utilities, if necessary, during execution of work for this contract. Otherwise, the Contractor shall provide new temporary utilities.
 - b. Contractor shall pay for disconnection fees.
 - c. The Contractor shall be responsible for contacting each respective utility service. The Contractor shall be responsible to work with the utility companies to disconnect, abandon, or cut/cap utilities feeding the property. See Drawings for a listing of utility companies servicing the site.
 - d. Contractor shall reference the Drawings for utility disconnect, abandonment, or cut/cap locations. These locations shall be field verified.
 3. Unless otherwise directed, cut off pipe or conduit a minimum of 24 inches below grade.
 - a. Disconnect, cut and cap, and/or abandon-in-place specified utilities in accordance with regulating standards, utility owner's requirements, and standard construction practices.
 - 1) Contractor shall cut and cap at main supply line at property line or as otherwise directed in contract documents.
 - b. Drain, purge, or otherwise remove, collect, and dispose of waters, wastewaters, chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations.
 - c. Cap, valve, or plug and seal (with compatible piping material) remaining portion of pipe or conduit according to requirements of authorities having jurisdiction.
 4. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.

3.4 PROTECTION

- A. Existing Facilities: Protect adjacent driveway and walkways during demolition operations.
- B. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
1. Strengthen or add new supports when required during progress of demolition.
- C. Existing Utilities to Remain: Maintain utility services to remain and protect from damage during demolition operations.

1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
- D. Temporary Protection: Erect temporary protection, such as walks, where required by authorities having jurisdiction and as indicated. Comply with requirements in Section 01 50 00 "Temporary Facilities and Controls."
1. Protect adjacent buildings and facilities from damage due to demolition activities.
 2. Protect existing site improvements, appurtenances, and landscaping to remain.
 3. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent facilities to remain.
- E. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

3.5 DEMOLITION, GENERAL

- A. General: Demolish indicated buildings and site improvements completely. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
 2. Maintain fire watch during and for at least 24 hours after flame-cutting operations.
 3. Maintain adequate ventilation when using cutting torches.
 4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 5. Walls and other parts of any building or structure shall not be left unguarded in such condition that such parts may fall, collapse or be weakened by wind pressure or vibration.
 6. Strictly segregate each type of debris (e.g., demolition debris, hazardous waste, solid waste, or other wastes).
- B. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic-ways if required by authorities having jurisdiction.
 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- C. Explosives: Use of explosives is not permitted.

3.6 DEMOLITION BY MECHANICAL MEANS

- A. Structure Demolition: Demolish all structures and foundations to extents shown on Drawings consistent with all applicable standards and regulations. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- B. Below-Grade Demolition: Demolish foundation walls and other below-grade construction as indicated.

1. Remove below-grade construction, including basements, foundation walls, and footings, to depths indicated.
2. Fill in excavations, pits, trenches and depressions with acceptable materials per specifications.

C. Existing Utilities: Remove utilities as required by Drawings and Specifications.

3.7 SITE RESTORATION

- A. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with satisfactory soil materials, recycled pulverized concrete, recycled pulverized masonry according to backfill requirements in Section 31 20 00 "Earth Moving."
- B. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

3.8 REPAIRS

- A. Promptly repair damage to adjacent facilities caused by demolition operations.

3.9 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved waste landfill acceptable to authorities having jurisdiction.
 1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Debris shall be sized in accordance with the approved disposal facility requirements and placed into appropriate containers for off-site disposal at the approved disposal facility.
 4. The Contractor shall be responsible for:
 - a. Debris and material characterization to determine regulatory-based disposal requirements.
 - b. Selection and acceptance of the specified waste at an approved treatment or disposal facility.
 - c. That the disposal facility is in compliance with its permit(s) at the time of waste disposal.
 - d. That each type of debris and material is sufficiently characterized for disposal, as required by each disposal facility, to enable the Owner or his Designee, to sign disposal manifests, as required.
 5. Disposal of demolition debris:
 - a. Demolition debris that will not be salvaged for recycle or reuse shall be disposed at a landfill permitted to accept demolition debris.
 6. Disposal of hazardous waste:
 - a. If encountered, handling and disposing of hazardous waste material, including sampling and testing, shall be in strict accordance with 40 CFR 160. Hazardous wastes shall be removed prior to commencing demolition. The Contractor is responsible for surveying the work area for hazardous wastes, including asbestos, prior to commencing demolition work.
 7. Disposal of non-hazardous waste:
 - a. Contaminated material not classified as hazardous shall be disposed of in accordance with RCRA Subtitle D.
 8. Disposal of universal wastes:
 - a. Universal wastes shall be disposed of/reclaimed in accordance with Universal Waste Regulations.

B. Do not burn demolished materials.

3.10 MANIFEST RECORDS

- A. The Contractor shall originate, and provide transporter with copies of waste shipment manifests and/or bills of lading records for all wastes; verify wastes and quantities of each load shipped. The Contractor shall also provide the Owner or Designee with the original manifests to be retained for a 3-year period.
- B. The manifest forms and records shall be consistent with the State of Michigan, US EPA, and U.S. DOT requirements.
- C. The Owner or Designee will sign any required manifests. The Owner or Designee will review the manifest for completeness and accuracy prior to final release.

3.11 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.
 - 1. Clean roadways of debris caused by debris transport.

END OF SECTION 02 41 16

SECTION 31 20 00 - EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Excavating of soils for permanent removal of structures and removal or abandonment of utilities.
2. Filling for establishing appropriate grade and rough grading the Site.
3. Bedding and cover pipe materials.
4. Preparing subgrades and/or final grade for turf and grasses.

1.2 DEFINITIONS

- A. Backfill: Soil material used to fill an excavation.
- B. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- C. Excavated Material: Non-engineered fill material consisting of silts, clays, sands and gravels with cinders, glass, coal fragments, concrete, pipes, asphalt, or steel.
- D. Excavation: Removal of material encountered above subgrade elevations.
- E. Fill: Soil materials used to raise existing grades.
- F. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below base course or topsoil materials.

1.3 INFORMATIONAL SUBMITTALS

- A. Material test reports.

1.4 FIELD CONDITIONS

- A. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth-moving operations.
- B. Notify Owner or Designee of unexpected subsurface conditions and discontinue affected work in area until notified to resume work.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials or engineered fill when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils:
 1. Excavated Soils/Materials: This material shall consist of earth removed from excavations and used for backfill. It shall be free from rubbish, organic matter, frozen soil, much and other perishable or compressible debris which prevent compaction of material to a dense,

uniform state. Rock and other hard, durable fragments shall be limited to the particle sizes or no larger than 3 inches in any dimension.

2. Borrow Soils:

- a. Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D 2487 or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- b. Material meeting the specification of MDOT's 2012 Standard Specifications for Construction - Class II Sand Fill.

C. Unsatisfactory Soils:

1. Excavated Material that does not meet the definition of Satisfactory Soils.
2. Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487 or a combination of these groups.
 - a. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

D. Engineered Fill:

1. Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940/D 2940M; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

E. Pipe Bedding and Cover: Provide per Charter Township of Superior's standard requirements.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth-moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.
- D. Protect the public and existing utilities from excavation activities.
- E. Provide maximum safety to the works employed.
- F. The Contractor is responsible for obtaining all necessary permits for excavation and restoration activities in the areas indicated.
- G. Protect sides of open excavations by shoring, bracing, sheet piling, underpinning, or other methods required to prevent cave-in or loose soil from falling into excavation. Contractor is responsible for design, monitoring, and maintenance of support(s); supports shall be capable of supporting excavation sidewalls and of resisting earth and hydrostatic pressures and superimposed and construction loads. Removal of sheeting, bracing, or other shall be accomplished by the Contractor unless ordered otherwise in writing by the Owner or Designee.

3.2 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil

materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
2. Blasting is not permitted.

B. Storage:

1. Store material suitable for backfill adjacent to excavation within Project boundaries.
2. Avoid overloading sides of excavation.
3. Do not place on driveways or walkways.

C. Water Removal:

1. It is the responsibility of the Contractor to assess the soil and ground water conditions and employ necessary measures to permit construction to proceed per the Drawings and Specifications.
2. If required, provide sufficient pumping capacity to remove surface and subsurface water from the excavation as fast as it collects.
 - a. When unsuitable working platforms for equipment operation and unsuitable soil support for subsequent construction features develop, remove unsuitable material and provide new soil material as specified herein.
3. Control groundwater flowing toward or into excavations to prevent sloughing of excavation slopes and walls, boils, uplift and heave in the excavation and to eliminate interference with orderly progress of construction. Take control measures by the time the excavation reaches the water level in order to maintain the integrity of the in situ material. While the excavation is open, maintain the water level continuously, at least 1.0 foot below the working level. Operate dewatering system continuously until construction work below existing water levels is complete.

3.3 EXCAVATION FOR STRUCTURE DEMOLITION

- A. Excavate soils adjacent to building envelope and/or foundation to a depth that permits proper (limited) removal of foundation walls and/or footings.

3.4 EXCAVATION FOR UTILITY REMOVAL OR DEMOLITION

- A. Excavate utility trenches to depths required to adequately access utility.
- B. Excavate utility trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate utility trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
 1. Clearance: 12 inches each side of pipe or conduit.

3.5 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. General
 1. Excavation shall be of sufficient width and depth to provide adequate room for construction and installation of the work to the lines, grades and dimensions called for on the plans. Unless otherwise called for on the Owner's standard details, the width of a trench from the invert to a height twelve (12) inches above the top of the pipe barrel shall be indicated as follows:
 - a. Pipe size 4" through 12": Maximum trench width = 30"

- b. Pipe size larger than 12": Maximum trench width = outside diameter plus 24"
2. If the maximum trench width as specified above is exceeded, unless otherwise shown on the drawings, the Contractor shall install, at his own expense, such concrete cradling or other bedding as is approved by the Engineer, to support the added load of the backfill.
3. Where trench excavation is in granular material, the last six (6) inches of trench depth shall be carefully excavated and trimmed by hand to the exact elevation and contour of pipe. Where trench excavation is in rock or clay soil, the trench bottom shall be undercut a minimum of four (4) inches below the final bottom elevation of pipe. The bedding material as hereinafter specified shall be placed and compacted to the underside of the pipe.
4. Excavation for structures shall be made to the outside lines and surfaces of such structures wherever it is practicable to build directly against the sides and bottoms of excavations. In such cases, care shall be taken not to disturb the original foundation or backing. Final trimming shall be done by hand just before construction of the structure. If excess excavation is made, or the material becomes disturbed so as to require removal beyond the prescribed limits, the resulting space shall be refilled with bedding, as specified hereinafter, and solidly machine tamped into place to 95 percent of maximum unit weight before the construction work proceeds.
5. Excavation for structures shall be extended sufficiently beyond the limits of the structure to provide ample room for form construction and other construction methods to be followed, wherever necessary.

C. Bedding

1. Where the subgrade below the bottom of the pipe is disturbed during the construction, the space shall be refilled with sand or pea gravel bedding material solidly tamped to form a firm foundation for the pipe. Sand or pea gravel bedding material shall be extended to one (1) foot above the pipe, except that the bedding shall be exclusively pea gravel to the springline for pipe 36-inch and greater in diameter.

D. For Water Mains and Force Mains, and for Process Piping:

1. Except where otherwise specifically required or permitted by Owner Designee, excavate trenches to a depth sufficient to provide not less than 4 feet of vertical cover over the outside top of the pipe barrel. However, install at a greater depth when shown on the Drawings, when necessary to pass under other utilities or obstructions, or where necessary to prevent high points. When paralleling roadside ditches or streams, provide lateral cover at least equal to specified vertical cover.

E. Amount of Trench Opening

1. Not more than 50 feet of trench shall be open at one time in advance of the pipe unless permitted by the Engineer. The length of street that may be occupied by the construction work at any one time shall be subject to the direction of the Engineer and will be based on requirements of the use of the street by the public. No more than 600 consecutive feet of street length shall be occupied at one time, and vehicle traffic through the street shall not be entirely stopped without permission of the Engineer. After placement of the utility line, the Contractor shall backfill the trench promptly in order to minimize the length of open trench and avoid any unsafe conditions.

3.6 SUBGRADE INSPECTION

- A. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Owner or Designee, without additional compensation.

3.7 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.8 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 1. Under grass and planted areas, use satisfactory soil material.
 2. Under walks, pavements or other structures use satisfactory soil material meeting Class II Sand, or Engineered Fill material.

3.9 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of excavation to required elevations and uniformly along the full length of the excavation.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 1. Green Space:
 - a. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
 2. Pavements:
 - a. Under drives, paths and walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent.
- D. Settlement: Refill any settlement in backfill and repair or replace any surface treatment occurring within one year after final acceptance of work by owner. Make repairs at no additional cost to the Owner.

3.10 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to elevations indicated.
- B. Site Rough Grading: Slope grades to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:
 1. Turf or Unpaved Areas: Plus or minus 1 inch.
 2. Walks/Paths: Plus or minus 1 inch.
 3. Finish grade all disturbed areas to blend with surface of adjacent undisturbed areas.

3.11 BACKFILLING UTILITY TRENCHES

- A. Bedding
 1. The type of bedding required is shown on the detail drawings.
 2. Bedding shall be worked under the haunches of the pipe to provide firm continuous support.
 3. Bedding placed on the sides of and above the pipe shall be compacted by machine tamping to not less than ninety-five percent (95%) of maximum unit weight in layers not exceeding 12 inches in depth.

B. Trench or Excavated Area

1. All trenches in paved streets, shoulders, traveled roadways, parking areas and driveways shall be backfilled with granular backfill, as shown on the drawings from one (1) foot above top of pipe up to the required subgrade elevation which will allow for placement of the required gravel base and/or pavement surface. The approved excavated backfill or granular backfill shall be placed and thoroughly and uniformly compacted by machine tamping to the specified compaction. With the approval of the Engineer, water jetting may be accepted in lieu of tamping for granular backfill only.
2. Specified compaction shall be required of the entire trench when the edge of trench is within three (3) feet of edge of pavement. On road crossings, specified compaction shall extend ten (10) feet beyond the edge of pavement for paved roadways with gravel shoulders or shall extend three (3) feet beyond the back of curb for roadways with curb.
3. Trenches under concrete sidewalks and bike paths shall be backfilled from one foot above top of pipe to a level four (4) inches below finished grade of the sidewalk with approved suitable excavated backfill or granular backfill and compacted to ninety-five percent (95%) maximum density.
4. Trenches not in paved streets, shoulders, traveled roadways, parking areas, driveways or under sidewalks, shall be backfilled from one (1) foot above the top of the pipe up to the ground surface with suitable excavated backfill and shall require compaction equal to adjacent undisturbed earth.
5. Wherever gas mains, water mains, sewers, or other utilities are located in the trench area, granular backfill shall be used for backfill from bottom of the trench up to the springline of the pipes. Granular backfill shall be placed across the full trench width and extend far enough either side of the existing pipe to allow specified compaction so as to thoroughly support the pipe within the trench area.

C. Backfilling Around Structures

1. As soon as practicable after concrete structures have set, forms and debris shall be removed and the surface of the concrete pointed. After the structure has been checked and approved, the excavated area around the structure shall be backfilled up to specified subgrade with granular material or suitable excavated material as called for on the drawings for the adjacent trench. The fill shall be thoroughly compacted by machine tamping. No large boulders or masonry shall be placed in backfill. No backfill will be placed against manhole walls within 48 hours after the plaster coat has been applied to the outside of the walls nor shall backfill be placed about concrete structures until concrete has attained at least 75 percent of its design strength and approval of the Engineer has been obtained.

3.12 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.13 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 31 20 00

SECTION 32 91 15 - SOIL PREPARATION (PERFORMANCE SPECIFICATION)

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes planting soils specified according to performance requirements of the mixes.

1.2 DEFINITIONS

A. Duff Layer: A surface layer of soil, typical of forested areas, that is composed of mostly decayed leaves, twigs, and detritus.

B. Imported Soil: Soil that is transported to Project site for use.

C. Manufactured Soil: Soil produced by blending soils, sand, stabilized organic soil amendments, and other materials to produce planting soil.

D. Organic Matter: The total of organic materials in soil exclusive of undecayed plant and animal tissues, their partial decomposition products, and the soil biomass; also called "humus" or "soil organic matter."

E. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified as specified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.

F. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

G. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each bulk-supplied material in sealed containers labeled with content, source, and date obtained; providing an accurate representation of composition, color, and texture.

1.4 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 MATERIALS

2.2 PLANTING SOILS SPECIFIED ACCORDING TO PERFORMANCE REQUIREMENTS

A. Planting-Soil Type: Existing, on-site surface soil, with the duff layer, if any, retained; and stockpiled on-site; modified to produce viable planting soil.

1. Existing topsoil shall be screened prior to placement. All stones and rocks larger than ¼ inch diameter maximum shall be removed from topsoil prior to placement.

- B. Planting-Soil Type: Imported, naturally formed soil from off-site sources. The soil shall be provided with the following composition requirements:
1. Topsoil shall be unfrozen, friable clayey loam free from clay lumps, stones, roots, sticks, stumps, brush or foreign objects.
 2. All topsoil incorporated into the completed contract, whether originating on-site or off-site, shall be screened. All stones and rocks larger than ¼ inch diameter maximum shall be removed from topsoil prior to placement.

2.3 FERTILIZERS

- A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium.
1. Each bag of fertilizer shall bear the manufacturer's guaranteed statement of analysis.

PART 3 - EXECUTION

3.1 GENERAL

- A. Place planting soil and fertilizers according to requirements in other Specification Sections.
- B. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in planting soil.

3.2 INSTALLATION

- A. The area to receive topsoil shall be graded to a depth of not less than 4 inches or as specified, below the proposed finished surface. If the depth of topsoil existing prior to construction was greater than 4 inches, the topsoil shall be replaced not less than the greater depth.
1. All debris and inorganic material shall be removed and the surface loosened for a depth of 2 inches prior to the placing of the topsoil.
 2. The topsoil shall not be placed until the subgrade is in suitable condition and shall be free of excessive moisture and frost.
- B. Satisfactory topsoil removed from the excavations shall be placed on the prepared subgrade to the depth required.
1. In the event the topsoil removed during excavation is unsatisfactory or inadequate to obtain the required finish grades, the Contractor shall furnish the required quantity of satisfactory topsoil from approved sources off site.
 2. All topsoil shall be screened and be free from stones, roots, sticks and other foreign substances and shall not be placed in a frozen or muddy condition.
 3. The finished surface shall conform to the lines and grades of the area before disturbed or as shown on the Drawings. Any irregularities shall be corrected before the placement of fertilizer and seed.
- C. The fertilizer shall be applied uniformly at the rate of 20 pounds per 1000 square feet.
1. Following the application of the fertilizer and prior to application of the seed, the topsoil shall be scarified to a depth of at least 2 inches with a disc or other suitable method traveling across the slope if possible.
- D. When the topsoil surface has been fine graded, the seed mixture shall be uniformly applied upon the prepared surface with a mechanical spreader at a rate of not less than 10 pounds per 1000 square feet.

1. The seed shall be raked lightly into the surface and rolled with a light hand lawn roller.
 2. Seeding and mulching shall not be done during windy weather.
- E. The mulch shall be hand or machine spread to form a continuous blanket over the seed bed, approximately 2 inches uniform thickness at loose measurement. Excessive amounts or bunching of mulch will not be permitted.
1. Mulch shall be anchored by an acceptable method.
 2. Unless otherwise specified, mulch shall be left in place and allowed to decay.
 3. Any anchorage or mulch that has not decayed at time of first mowing, shall be removed. Anchors may be removed or driven flush with ground surface.
- F. Seeded areas shall be watered as often as required to obtain germination and to obtain and maintain a satisfactory sod growth. Watering shall be in such a manner as to prevent washing out of seed.
- G. Hydroseeding may be accepted as an alternative method of applying fertilizer, seed and mulch. The Contractor shall submit all data regarding materials and application rates to the Owner or Designee for review.

3.3 PROTECTION AND CLEANING

- A. Protect areas of in-place soil from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:
1. Storage of construction materials, debris, or excavated material.
 2. Parking vehicles or equipment.
 3. Vehicle traffic.
 4. Foot traffic.
 5. Impoundment of water.
 6. Excavation or other digging unless otherwise indicated.
- B. Remove surplus soil and waste material including excess subsoil, unsuitable materials, trash, and debris and legally dispose of them off Owner's property unless otherwise indicated.
1. Dispose of excess subsoil and unsuitable materials on-site where directed by Owner.

END OF SECTION 32 91 15

SECTION 32 92 00 - TURF AND GRASSES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Seeding.

1.2 DEFINITIONS

- A. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- B. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See Section 32 91 15 "Soil Preparation (Performance Specification)" and drawing designations for planting soils.

1.3 INFORMATIONAL SUBMITTALS

- A. State certification of grass seed.
- B. Manufacturer's Instructions
1. Erosion Control Materials
- C. Fertilizer's physical characteristics and recommendations.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful turf establishment.
1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
 2. Personnel Certifications: Installer's field supervisor shall have certification in one of the following categories from the Professional Landcare Network:
 - a. Landscape Industry Certified Technician - Exterior.
 - b. Landscape Industry Certified Lawncare Manager.
 - c. Landscape Industry Certified Lawncare Technician.
 3. Pesticide Applicator: State licensed, commercial.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.
1. Protect the seed from drying out and from contamination during delivery, on-site storage, and handling. Store in cool, dry locations away from contaminants.

PART 2 - PRODUCTS

2.1 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Species:
 - 1. All seed shall meet the State standards of germination and purity. The seed mixtures shall be of commercial stock of the current season's crop and shall be delivered in unopened containers bearing the guaranteed analysis of the mix.
 - 2. Seed Mixture by Weight
 - a. Hard Fescue (Nanook or equal): 20 percent
 - b. Sheep Fescue: 15 percent
 - c. Chewings Fescue (LS3000 or equal): 35 percent
 - d. Creeping Red Fescue: 30 percent

2.2 FERTILIZERS

- A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
 - 2. Each bag of fertilizer shall bear the manufacturer's guaranteed statement of analysis.

2.3 MULCHES

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.

2.4 PESTICIDES

- A. General: Pesticide, registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

PART 3 - EXECUTION

3.1 TURF AREA PREPARATION

- A. General: Prepare planting area for soil placement and mix planting soil according to Section 32 91 15 "Soil Preparation (Performance Specification)."
- B. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- C. Before planting, obtain Owner or Designee's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.2 SEEDING

- A. Time Limitations and Restrictions:

1. Do not plant when the ground is frozen, snow covered, muddy, or when air temperature exceeds 90 degrees Fahrenheit. Permanent topsoil and seeding of graded areas shall not occur after October 15th and before May 1.
 2. All disturbed and constructed slope areas are to be seeded within 7 days (maximum) of rough grading maximum.
- B. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph.
1. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
 2. Do not use wet seed or seed that is moldy or otherwise damaged.
 3. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- C. Sow seed at the total maximum rate recommended by the manufacturer.
- D. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.
- E. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose thickness over seeded areas.
1. Anchor straw mulch by crimping into soil with suitable mechanical equipment.
 2. Mulch shall be left in place and allowed to decay.
 3. Any anchorage or mulch that has not decayed at time of first mowing, shall be removed. Anchors may be removed or driven flush with ground surface.

3.3 TURF MAINTENANCE

- A. General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
1. Source of water shall be as provided by Contractor and approved by Owner or Designee. The water shall be suitable quality for irrigation, containing no elements toxic to plant life.

3.4 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Owner or Designee:
1. Satisfactory Seeded Turf Stand: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 95 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.
- B. Use specified materials to reestablish turf that does not comply with requirements, and continue maintenance until turf is satisfactory.

END OF SECTION 32 92 00

APPENDIX

Appendix A:
Building Materials Survey



600 S. Wagner Rd | Ann Arbor, MI 48103 | 877.220.3528

Client:	City of Ann Arbor	PEL Client No.:	
Project Name:	Green Road WTP Pump Station	PEL Work Order No.:	11-4-19-2
Project Address:		Date Received:	10/31/2019
Project No.:	NA	Date Analyzed:	11/4/2019
Methodology:	EPA 600/R-93/116	Received By:	Lindsey Waits
T/A Time:	3-day	Analyzed By:	Lindsey Waits

PEL Sample No.	Client Sample No.:	Composition	Color	Description	Asbestos Presence/Absence & Type (if present)	%	Non-Asbestos Fiber Type	%	Non-Fibrous Matrix Types		
1	1	Layered	Black	Fiberglass Insulation	No Asbestos Detected		Glass Fibers	40	Binder		
1a		Layered	Brown	Paper Insulation	No Asbestos Detected		Cellulose	50	Binder		
2	2	Layered	Black	Fiberglass Insulation	No Asbestos Detected		Glass Fibers	40	Binder		
2a		Layered	Brown	Paper Insulation	No Asbestos Detected		Cellulose	50	Binder		
3	3	Homogeneous	White	Caulk	No Asbestos Detected				Binder		
4	4	Homogeneous	White	Caulk	No Asbestos Detected				Binder		
5	5	Layered	White	Joint Compound	No Asbestos Detected				Calcium Carbonate		
5a		Layered	White	Sheetrock	No Asbestos Detected				Gypsum		
6	6	Layered	White	Joint Compound	No Asbestos Detected				Calcium Carbonate		
6a		Layered	White	Sheetrock	No Asbestos Detected				Gypsum		
7	7	Layered	White	Joint Compound	No Asbestos Detected				Calcium Carbonate		
7a		Layered	White	Sheetrock	No Asbestos Detected				Gypsum		
8	8	Homogeneous	Gray	Cement	No Asbestos Detected				Gypsum		
9	9	Homogeneous	Gray	Cement	No Asbestos Detected				Gypsum		
10	10	Composite	Black	Shingle	No Asbestos Detected		Glass Fibers	40	Tar		


PEL Laboratories is accredited under the National Voluntary Laboratory Accreditation Program (NVLAP) for performing polarized light microscopy (PLM) analyses under EPA Methods EPA/600/M4-82-020 and EPA/600/R-93/116 (NVLAP Code 600205-0). This report must not be used to claim product endorsement by NVLAP or any other agency of the U.S. Government. These results relate only to the samples tested and must not be reproduced, except in full, without the approval of the laboratory. Although PLM analysis is commonly performed to determine the presence or absence of asbestos in building materials, the EPA methods acknowledge that analysis by PLM is subject to limitations and for certain materials, such as vermiculite, a more sophisticated methodology may be necessary.



600 S. Wagner Rd | Ann Arbor, MI 48103 | 877.220.3528

Client:	City of Ann Arbor	PEL Client No.:	
Project Name:	Green Road WTP Pump Station	PEL Work Order No.:	11-4-19-2
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T/A Time:	3-day	Analyzed By:	Lindsey Waits

PEL Sample No.	Client Sample No.:	Composition	Color	Description	Asbestos Presence/Absence & Type (if present)	%	Non-Asbestos Fiber Type	%	Non-Fibrous Matrix Types		
11	11	Layered	Black	Shingle	No Asbestos Detected		Glass Fibers	40	Tar		
11a		Layered	Black	Paper	No Asbestos Detected		Cellulose	70	Tar		
12	12	Layered	Red	Brick	No Asbestos Detected				Gypsum		
12a		Layered	Gray	Mortar	No Asbestos Detected				Gypsum		
13	13	Layered	Red	Brick	No Asbestos Detected				Gypsum		
13a		Layered	Gray	Mortar	No Asbestos Detected				Gypsum		

Analyst Signature:  Date of Report: 11/4/2019

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ASBESTOS CHAIN OF CUSTODY

600 S. Wagner Road Ann Arbor, MI 48103
 Contact: 877-220-3528 | info@pellabs.com

Contact Information		Project Information	
Company: City of Ann Arbor	Phone:	Project Name: Green Road WTP Pump Station	Report Results (Check one)
Contact: John Tyler	Cell Phone: 6025094777	Project Location:	<input type="checkbox"/> Fax
Account #:	E-mail: jtyler@a2gov.org	Project ID:	<input checked="" type="checkbox"/> Email
SAMPLED BY: John Tyler	Name: John Tyler	P.O. Number:	<input type="checkbox"/> Other
	Date: 10/31/2019		

RELINQUISHED BY	DATE & TIME	VIA	RECEIVED BY	DATE & TIME
John Tyler	10/31/19 9:37		ALUD	10/31/19

REQUESTED SERVICES (Check the Appropriate Boxes)		Description		Volume / Area (as applicable)	Comments / Notes
PLM	PLM	TEM	TEM		
<input checked="" type="checkbox"/> Bulk Analysis (EPA600/R-93/116)	<input type="checkbox"/> Vermiculite Attic Insulation (EPA600/R-04/004)	<input type="checkbox"/> Air- AHERA	<input type="checkbox"/> Bulk- Presence / Absence EPA600/R-93/116		
<input type="checkbox"/> 400 Point Count	<input type="checkbox"/> Other	<input type="checkbox"/> Air- NIOSH 7402	<input type="checkbox"/> Bulk- Quantitative [weight%]- Chatfield		
<input type="checkbox"/> 1000 Point Count		<input type="checkbox"/> Air- ISO 10312	<input type="checkbox"/> Dust- Presence / Absence		
<input type="checkbox"/> Gravimetric Preparation	PCM	<input type="checkbox"/> Drinking Water- EPA 100.2	<input type="checkbox"/> Dust- Quantitative [fibers/sq.cm]- ASTM D5755		
<input type="checkbox"/> Particle ID	<input type="checkbox"/> NIOSH 7400	<input type="checkbox"/> Waste Water- EPA600/4-83-043	<input type="checkbox"/> Other		
No.	Sample ID (10 Characters Max)				
1	10/31-01	Fiberglass Insulation Paper			
2	"-02	Fiberglass Insulation Paper			
3	"-03	Exterior Caulk			
4	"-04	Exterior Caulk			
5	"-05	Drywall Mud and Tape			
6	"-06	Drywall Mud and Tape			
7	"-07	Drywall Mud and Tape			
8	"-08	CMU and Mortar			
9	"-09	CMU and Mortar			
10	" 10				

Asbestos Sampling



PELLaboratories

ASBESTOS CHAIN OF CUSTODY

600 S. Wagner Road Ann Arbor, MI 48103

877-220-3528 | info@pellabs.com

For Lab Use Only
Lab No. _____
Accept _____
Reject _____

Project Information		Project Name:	Project Location:
Company: Guzi-West Inspection and Consult.			
No.	Sample ID (10 Characters Max)	Description	Volume / Area (as applicable)
11	"-11	Asphaltic Shingle and Paper	
12	"-12	Brick and Mortar	
13	"-13	Brick and Mortar	
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			

Comments / Notes

CITY OF ANN ARBOR
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

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

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

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.91/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$15.51/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

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

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

 Company Name

 Street Address

 Signature of Authorized Representative

 Date

 City, State, Zip

 Print Name and Title

 Phone/Email address

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2020 - ENDING APRIL 29, 2021

\$13.91 per hour

If the employer provides health care benefits*

\$15.51 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**



Vendor Conflict of Interest Disclosure Form
--

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

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

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

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr style="border: 0; border-top: 1px solid black;"/> <input type="checkbox"/> Interest in vendor’s company <input type="checkbox"/> Other (please describe in box below)

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

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	Date	Printed Name of Vendor Authorized Representative

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

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

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

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

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

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

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

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

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

MICHIGAN DEPARTMENT OF TRANSPORTATION CERTIFIED PAYROLL

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

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

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

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

Date _____

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

do hereby state:

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

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

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

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
 SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
 31 OF THE UNITED STATES CODE.