

CITY OF ANN ARBOR  
INVITATION TO BID



2021 Streetlight Replacement and Painting

ITB No. 4679

Due Date: Thursday, May 13<sup>th</sup>, 2021 at 10:00AM (Local Time)

Public Works Unit/Public Services Area

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 **Thursday, April 29<sup>th</sup>, 2021 at 9:00am**. To attend the conference, contact Kyle Selter at [kyle.selter@ohm-advisors.com](mailto: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 **Tuesday, May 4<sup>th</sup>, 2021 at 4:00pm** and should be addressed as follows:

Specification/Scope of Work questions emailed to [kyle.selter@ohm-advisors.com](mailto:kyle.selter@ohm-advisors.com)  
Bid Process and Compliance questions emailed to [cspencer@a2gov.org](mailto: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](mailto:kyle.selter@ohm-advisors.com) after discovery as soon as possible. Further, the contractor and/or service provider 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](http://www.mitn.info) and/or City of Ann Arbor web site [www.A2gov.org](http://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 **Thursday, May 13<sup>th</sup>, 2021 at 10:00am (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. 4679 - 2021 Streetlight Replacement and Painting**.

### **Bids must be addressed and delivered to:**

City of Ann Arbor  
Procurement Unit,  
c/o Customer Services, 1<sup>st</sup> 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/entrance of City Hall which is accessible to the public at all hours. 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](http://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](http://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 be awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the 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 went into effect July 1, 2017. The full text of the ordinance (including exemptions) can be found at: [www.a2gov.org/idlefree](http://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: **2021 Streetlight Replacement and Painting**

**Unit Price Bid –**

<u>Item Description</u>	<u>Estimated Quantity</u>		<u>Unit Price</u>	<u>Total Price</u>
1 Mobilization, Max. 10%	1	LS	\$ _____	\$ _____
2 Audio Visual Tape Coverage	1	LS	\$ _____	\$ _____
3 Traffic Maintenance and Control	1	LS	\$ _____	\$ _____
4 Sidewalk, Rem	30	Syd	\$ _____	\$ _____
5 Brick Pavers, Rem, Sort and Salvage	500	Sft	\$ _____	\$ _____
6 Handhole, Rem	15	Ea	\$ _____	\$ _____
7 Foundation, Rem	45	Ea	\$ _____	\$ _____
8 Light Pole, Rem	197	Ea	\$ _____	\$ _____
9 Streetlight Painting	68	Ea	\$ _____	\$ _____
10 Handhole, Streetlight	15	Ea	\$ _____	\$ _____
11 Foundation, Light Pole	45	Ea	\$ _____	\$ _____
12 Conductors No. 4 AWG	200	Ft	\$ _____	\$ _____
13 Conductors No. 6 AWG	6930	Ft	\$ _____	\$ _____
14 Light Pole, LP1, City Furnish	15	Ea	\$ _____	\$ _____
15 Light Pole, LP2, City Furnish	6	Ea	\$ _____	\$ _____
16 Light Pole, LP3	176	Ea	\$ _____	\$ _____
17 Fixture, SL1, City Furnish	10	Ea	\$ _____	\$ _____
18 Fixture, SL1	5	Ea	\$ _____	\$ _____
19 Fixture, SL2	6	Ea	\$ _____	\$ _____
20 Fixture, SL3	3	Ea	\$ _____	\$ _____
21 Fixture, Reinstall	176	Ea	\$ _____	\$ _____
22 Sidewalk, Conc, 4 inch	755	Sft	\$ _____	\$ _____
23 Brick, Install Salvaged Brick	500	Sft	\$ _____	\$ _____
24 Restoration	1	LS	\$ _____	\$ _____

**ESTIMATED TOTAL** \$ \_\_\_\_\_

# 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 5 – References

Include a minimum of three (3) references from similar projects completed within the past three (3) years.

**[Refer also to Instructions to Bidders for additional requirements, if any]**

1) \_\_\_\_\_  
Project Name                      Cost                      Date Constructed

\_\_\_\_\_                      \_\_\_\_\_  
Contact Name                      Phone Number

2) \_\_\_\_\_  
Project Name                      Cost                      Date Constructed

\_\_\_\_\_                      \_\_\_\_\_  
Contact Name                      Phone Number

3) \_\_\_\_\_  
Project Name                      Cost                      Date Constructed

\_\_\_\_\_                      \_\_\_\_\_  
Contact Name                      Phone Number

# 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).

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

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

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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.

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10. Submit documentation as to bidder's employee pay rates (e.g., certified payroll without SSN or personal identifying information, or chart of job titles and pay rates, or other evidence).

11. State whether bidder provides health insurance, pension or other retirement benefits, paid leave (vacation, personal time, sick leave, etc), or other benefits to its employees, and if so, state whether each benefit is provided directly to employees, by payments or contributions to a third-party administered plan, in cash (e.g., fringe benefit portion of prevailing wages), or other manner.

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12. State whether bidder is an equal opportunity employer and does not discriminate in its hiring on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation or gender identity, height, weight, or disability.

Yes

No

13. State whether bidder has Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses, and if so, submit supporting documentation or other evidence of such program(s).

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14. 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.

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

Yes

No

If you answered "Yes", please submit documentation of the Fitness for Duty Program and what it entails.

16. Submit documents or evidence 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.

17. 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.

18. Does bidder have an on-going MIOSHA-approved safety-training program for employees to be used on the proposed job site?

Yes

No

If bidder answered "yes" to the question above, submit documentation of your safety-training program.

19. Does bidder have evidence of worker's compensation Experience Modification Rating ("EMR")?

Yes

No

EMR = \_\_\_\_\_

20. Will bidder use masters, journeypersons and apprentices on the project?

Yes

No

If bidder answered "yes" to the question above, provide the ratio of masters and journeypersons to apprentices for this project.

Ratio: \_\_\_\_\_

If bidder answered "no" to the question above, submit documentation regarding the qualifications of each worker who may or will be assigned on the project.

If, yes, Ratio = \_\_\_\_\_

21. Can bidder provide documentation that it participates in a Registered Apprenticeship Program (RAP) that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

Yes

No

If bidder answered "yes" to the question above, please submit a copy of the program document(s) and evidence of its registration.

If bidder answered "no" to the question above, please provide details on how you assess the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

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22. Will bidder comply with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens, and disclosure of any work visas sought or obtained by the bidder, any of the bidder's subcontractors, or any of the bidder's employees or independent contractors, in order to perform any portion of the project?

Yes

No

23. Submit evidence that bidder has financial resources to start up and follow through on the project and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated B+ or better in the current A.M. Best Guide and qualified to do business within the State of Michigan, and the same audited financial information for any subcontractor estimated to be paid more than \$100,000 related to any portion of the project.

24. Submit evidence of a quality assurance program used by the bidder and the results of same on the bidder's previous projects.

# 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 **2021 Streetlight Replacement and Painting, Bid Number 4679** 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 **2021 Streetlight Replacement and Painting, Bid Number 4679**

**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: Cyrus Naheedy, P.E., whose job title is Transportation Engineer. If there is any question concerning who the Supervising Professional is, Contractor shall confirm with the manager of the Administering Service Area/Unit.

**Contractor's Representative** means \_\_\_\_\_ [**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 one-hundred forty-five (145) 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 unit prices as given in the Bid Form for the estimated bid total of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

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

**ARTICLE V - Assignment**

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

**ARTICLE VI - Choice of Law**

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



this Contract. The parties stipulate that the venue referenced in this Contract is for convenience and waive any claim of non-convenience.

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

#### **ARTICLE VII - Relationship of the Parties**

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

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

#### **ARTICLE VIII - Notice**

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

#### **ARTICLE IX - Indemnification**

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

#### **ARTICLE X - Entire Agreement**

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

**ARTICLE XI – Electronic Transactions**

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

**FOR CONTRACTOR**

By \_\_\_\_\_

Its: \_\_\_\_\_

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
Christopher Taylor, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

By \_\_\_\_\_  
Tom Crawford  
City Administrator

By \_\_\_\_\_  
Craig Hupy  
Public 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 13. No claim shall be valid unless so made.

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

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

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

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

## **Section 16 - Progress Payments**

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

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

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

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

## **Section 17 - Deductions for Uncorrected Work**

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

## **Section 18 - Correction of Work Before Final Payment**

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

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

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

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

## **Section 19 - Acceptance and Final Payment**

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

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

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

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

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

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

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

## **Section 20 - Suspension of Work**

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

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

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

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

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

If the Contractor is adjudged as 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**



## 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. This Section includes the following:
  - 1. Work covered by the Contract Documents.
  - 2. Type of the Contract.
  - 3. Use of premises.
  - 4. Work restrictions.
  - 5. Specification Format and Conventions.

- B. Related Sections include the following:
  - 1. None.

#### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: City of Ann Arbor – 2021 Streetlight Replacement and Painting
  - 1. Project Locations: Various locations within the downtown and City limits.
    - a. Streetlight replacement
- B. Owner: City of Ann Arbor – Public Works Unit, 4251 Stone School Rd, Ann Arbor, MI 48108
  - 1. Owner's Representative: OHM Advisors, 34000 Plymouth Road, Livonia, Michigan 48150
- 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.
- D. The Work consists of the following:
  - 1. Removal, replacement, repair, and painting of streetlight components including foundations, bolts, poles, luminaires, and fixtures and other related work.

#### 1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract, under one Division of work.

#### 1.5 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.
- B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Limits: Confine construction operations and equipment/material staging as shown on drawings within easement limits.
  - 2. Downtown Parking Spaces: Coordinate with Republic Parking Systems and the Downtown Development Authority to bag parking meters, and use car parking and bicycle spaces for construction staging.

- a. Limit site disturbance, including earthwork and clearing of vegetation, within the easement limits shown on drawings.
- 3. Owner Occupancy: Allow for Owner occupancy of Project site and use by the public.
- 4. Driveways and Entrances: Keep driveways and entrances within the project limits clear and available to Owner, residents, the public, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
  - a. Schedule deliveries to minimize impacts on driveways and entrances.
  - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

## 1.6 WORK RESTRICTIONS.

- A. 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 before 7:00 a.m. without written approval from the City of Ann Arbor.
  - 5. Hours for Utility Shutdowns: Not allowed
  - 6. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others.
  - 7. Coordination with Engineer is required for all City events.
  - 8. Downtown Closures: Thursday, April 22 – Monday, August 30, 2021. Closures will take place each week between 4 p.m. on Thursday and 6 a.m. on Monday. No work shall be allowed between these times at the following locations:
    - a. Main Street from William to Washington;
    - b. West Liberty Street from Ashley to Main;
    - c. East Liberty Street from Main to Fourth and from Maynard to State;
    - d. West Washington Street from Ashley to Main;
    - e. State Street from Washington to William;
    - f. Maynard Street on the east side or northbound portion only from Liberty to William.

## 1.7 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 49-division format and CSI/CSC's "MasterFormat" numbering system.
  - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
  - 2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. 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. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

## SECTION 01 22 00 - UNIT PRICES

### 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.
- B. 2012 Michigan Department of Transportation (MDOT) Standard Specifications for Construction.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.
- B. Related Sections include the following:
  - a. Divisions 02 through 33 for Work covered by unit prices.

#### 1.3 DEFINITIONS

- A. Unit prices are stated on the Bid Form as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

#### 1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. Owner reserves the right to increase, decrease, or eliminate any quantities for items listed in the Contractor's Bid or which become a part of the Contract Documents.
- E. List of Unit Price Pay Items: A list of unit price pay items is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

#### 1.5 PRICES AND MEASUREMENT

- A. Payment for work under this contract will be based on a unit price or lump sum for work actually completed. Final measurements of the work will be taken by the Engineer to determine the amount of work done and thereby determine the total cost. The method of applying the unit prices to measured quantities will be as herein specified. Payment will include the cost of all labor, tools, materials, and equipment necessary to do the work.
- B. Several items may have been included in the bid form but may not be called for on the plans. These items have been included in order to establish a unit price in the event that the item of

work is necessary. The Contractor should be aware that these items may increase, decrease, or be zero based on field conditions, or Owner direction.

- C. Several items may have been included on the plans to be installed as directed by the Engineer, and included on this bid form with an estimated quantity. Necessity and accuracy of these items are to be confirmed in the field, along with measurement of item as field verified.

## 1.6 INCIDENTAL ITEMS

- A. Any items of work indicated as incidental or included shall be considered as part of the project work and shall be completed at no additional expense to the Owner. Incidental or included items shall include labor, materials, and equipment that may not be specifically listed in the Bid Form or in the drawings or specifications, but which are necessary to complete the work. Unless there is a specific pay item identified, incidental work items shall include but not be limited to the following:

1. *Soil Erosion and Sedimentation Control;*
2. *Site Cleanup and surface restoration;*
3. *Ditch and/or swale restoration;*
4. *Fence removal and replacement;*
5. *Mailbox removal and replacement;*
6. *Irrigation system removal, replacement, repair and testing;*
7. *Road, curb & gutter, sidewalk, parking lot, paved spillways, and driveway restoration;*
8. *Regrading disturbed road ditches;*
9. *Swale restoration;*
10. *Restoring shoulders;*
11. *Coordination of mail delivery and refuse removal with residents, post office, and refuse collectors;*
12. *Temporary 21AA Maintenance Aggregate installation, maintenance, and removal;*
13. *Support of utility poles and existing underground utilities during excavation as-needed for sanitary manhole access;*
14. *Clearing of brush, weeds, roots, topsoil and grading around access structures;*
15. *Excavation, and backfill around structures per current governing standards;*
16. *Remove, salvage, and replace damaged street signs;*
17. *Removal, storage, and resetting existing street name, guide, and regulatory signs;*
18. *Remove and replace damaged shrubs, bushes, trees, and other landscaping not designated for removal;*
19. *Protection of existing landscaping;*
20. *Protection of any open trench excavations during non-working hours using protective fencing and temporary covers.*
21. *The removal of surplus material encountered during the construction operations and which constitute a disposal surplus during or at the end of the construction period;*
22. *Work related to any temporary work sign erection and removal;*
23. *Utility structure, stop box, or valve box adjustment;*
24. *Planter box relocation and resetting;*
25. *Removing, salvaging, storing, and reinstalling signs on light poles;*
26. *Bicycle storage rack relocation or temporary relocation and reinstallation;*
27. *Coordination;*
28. *Permitting efforts and cost.*

- B. The cost of Potholing and/or Exploratory Excavation of existing utilities for proposed work is assumed to be included in each pay item where underground impact is necessary, and shall be completed at no additional expense to the Owner.

- C. Permit related fees are the responsibility of Contractor and are assumed to be included in the Mobilization pay item, or other items of work in the contract. Permits are anticipated from City of Ann Arbor for lane closure and right-of-way permits. Individual lane closure and right-of-way permits are required for each closure location. The Contractor is responsible to budget for related costs prior to submitting a bid.

PART 2 - PRODUCTS

2.1 PRODUCT AND MATERIAL SELECTION

- A. All products must be in accordance with the most current MDOT Qualified Product List.
- B. All Materials must be in accordance with the 2012 MDOT Standard Specifications for Construction or City of Ann Arbor Standard Specifications.

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICE PAY ITEMS

A. MOBILIZATION

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

<u>Pay Item</u>	<u>Pay Unit</u>
Mobilization, Max. 10%	lump sum

The lump sum price shall be payment in full for all preparatory work and operations which may include, but is not limited to, the following items:

- a. The movement of personnel, equipment, supplies, and incidentals to the project site.
- b. The establishment of the Contractor's offices, buildings, staging areas, and other facilities to work on the project.
- c. Other work and operations that must be performed.
- d. Expenses incurred, prior to beginning work on the various contract items on the project site.
- e. Pre-construction costs, exclusive of bidding costs, which are necessary direct costs to the project rather than directly attributable to other pay items under the contract.
- f. Permits, bonds, etc.

The pay item will state the maximum amount that can be bid for this item. When the percentage of the original contract amount earned is less than percent stated per each pay item, the costs of project specific bonding, insurances, and permits will be reimbursed when a paid invoice is received by the Engineer. The costs of these will then be made in accordance with the Partial Payment Schedule shown below. The original contract amount is the total value of all contract items including the mobilization item. The percentage earned is exclusive of the mobilization item. The total sum of all payments for this item shall not exceed the original contract amount bid for mobilization, regardless of the fact that the Contractor may have, for any reason, shut down his work on the project, moved equipment away from the project and then back again, or for additional quantities or items of work added to the contract.

Partial Payment Schedule	
Percentage of Original Contract Amount Earned	Percentage of Bid Price For Mobilization Allowed
5	50
10	75
25	100

When a pay item for mobilization is not included in the proposal, payment for any such work is considered to have been included in payments made for other items of work.

**B. DIGITAL RECORDED VIDEO SURVEY**

The completed work as measured for DIGITAL RECORDED VIDEO SURVEY will be paid for at the contract lump sum price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Audio Visual Tape Coverage	lump sum

The lump sum price shall be payment in full for all labor, materials, and equipment necessary to prepare the audio video route survey in accordance with the specifications. Digital recording limits are discussed in the technical specification. The digital recorded video survey areas shall be limited to project work areas as shown on the plans or as approved by the Engineer.

Payment shall include the provision of two sets of hard drives or flash drives containing the complete recordings to the Engineer.

**C. MAINTENANCE OF TRAFFIC**

The completed work as measured for MAINTENANCE OF TRAFFIC will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Traffic Maintenance and Control	lump sum

The contract unit prices shall be payment in full for all labor, materials, and equipment necessary to furnish, install, and maintain all minor traffic devices and traffic regulation control, including temporary pedestrian type II barricades as described in Appendix C. Signs, sign covers, cones, barricades, barrels, lighted arrow boards, etc. shall be as required by the Michigan Manual of Uniform Traffic Control Devices and City of Ann Arbor. Maintenance, operating and removal of any temporary signs or other traffic control devices upon completion of the project shall be considered as included in the traffic control lump sum items. All necessary flag control required to maintain traffic flow shall be included in the pay items. Traffic regulators (flaggers) shall be trained on proper flagging and traffic regulating procedures in accordance with the 2012 MDOT Standard Specifications for Construction, Section 812. Maintenance of Traffic shall be in accordance with the 2012 MDOT Standard Specifications for Construction, Section 812, and the City of Ann Arbor Special Provisions, as directed by the Engineer.

Partial Payment Schedule	
Percentage of Original Contract Amount Earned	Percentage of Bid Price For M.O.T. Allowed
5	25
50	50
100	100

D. REMOVE SIDEWALK

The completed work as measured for REMOVE SIDEWALK will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Sidewalk, Rem	square yard

Concrete sidewalk removal shall be measured in place by area in square yards. The removal area shall be based upon the average length and width measurements as determined in the field by the Engineer.

The contract unit price shall be payment in full for all labor, material and equipment required to sawcut, remove, and properly dispose of the sidewalk and ramps off site. The contract unit price shall apply to sidewalk of any thickness.

E. REMOVE AND SALVAGE BRICK

The completed work as measured for REMOVE AND SALVAGE BRICK will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Brick Pavers, Rem, Sort and Salvage	square foot

Removal, sorting, salvaging and stockpiling existing brick shall be measured in place by area in square feet. The removal area shall be based upon the average in-place length and width measurements as determined in the field by the Engineer.

The contract unit price shall be payment in full for all labor, material and equipment required to remove, sort, salvage, and store/stockpile existing brick pavers so that they are protected from weather and damage. Any brick pavers that are not in a reusable condition shall be properly disposed of off-site as directed by the Engineer. Any pavement or base material under the brick pavers shall also be removed and properly disposed of off-site, which work is considered incidental to this pay item. The contract unit price shall apply to brick pavers of any dimension.

F. REMOVE HANDHOLE

The completed work as measured for REMOVE HANDHOLE will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Handhole, Rem	each

Handhole removal shall be paid for at the contract unit price each and shall consist of furnishing all labor, materials and equipment necessary for removing existing plastic streetlight electrical handhole boxes and covers at the locations indicated on the Plans, as detailed in these Specifications and as directed by the Engineer.

G. REMOVE FOUNDATION

The completed work as measured for REMOVE FOUNDATION will be paid for at the contract unit price for the following contract item (pay item):



<u>Pay Item</u>	<u>Pay Unit</u>
Foundation, Rem	each

Foundation removal shall be paid for at the contract unit price each and shall consist of all labor, materials and equipment necessary to completely remove the existing foundation and associated appurtenances to the foundation, to allow for installation of a new foundation. Payment shall include all excavation, clean-up and disposal off-site. Separate payment shall apply for each foundation that is removed.

H. REMOVE POLE

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

<u>Pay Item</u>	<u>Pay Unit</u>
Light Pole, Rem	each

Light Pole, Rem shall be paid for at the contract unit price each and shall consist of all labor, materials and equipment necessary to remove and properly dispose of the existing streetlight pole from existing foundation. Separate payment shall apply for each pole that is removed. This item shall also include all labor, materials, and equipment necessary to remove, salvage, and temporarily store all signs, electrical cabinets, or other objects attached to the pole.

I. PAINT STREETLIGHT

The completed work as measured for PAINT STREETLIGHT will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Streetlight Painting	each

Streetlight Painting shall be paid for at the contract unit price each and shall consist of furnishing all labor, materials and equipment necessary for painting an existing streetlight at the locations indicated on the Plans including all surface preparation, painting, and clean-up associated with painting the light pole and mast arm, as detailed in these Specifications and as directed by the Engineer. This item shall also include all labor, materials, and equipment necessary to remove, salvage, temporarily store, and reinstall all signs, electrical cabinets, or other objects attached to the pole.

J. HANDHOLE

The completed work as measured for HANDHOLE will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Handhole, Streetlight	each

Handhole, Streetlight shall be paid for at the contract unit price each and shall consist of furnishing all labor, materials and equipment necessary for installing streetlight electrical handhole boxes and covers at the locations indicated on the Plans, as detailed in these Specifications and as directed by the engineer.

The pay items shall also include the excavation and disposal of materials, furnishing, installing and compacting MDOT Class II sand, and all work related to connecting handholes to new and existing conduits as required by Specification or as directed by the Engineer.

K. FOUNDATIONS

The completed work as measured for FOUNDATIONS will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Foundation, Light Pole	each

Foundations shall be paid for at the contract unit price each and shall consist of furnishing all labor, materials and equipment necessary for installing streetlight foundations, as detailed on the plans and as required by these Specifications, or as directed by the Engineer. The pay item shall also include excavation and disposal of materials, furnishing, installing and compacting bedding and backfill, and all work related to connecting foundation to new and existing conduits as required by Specification or as directed by the Engineer.

L. CONDUCTORS

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

<u>Pay Item</u>	<u>Pay Unit</u>
Conductors No. 4 AWG	foot
Conductors No. 6 AWG	foot

Conductors shall be paid for at the contract unit price foot and shall consist of furnishing all labor, materials and equipment necessary for evaluating the condition of existing conductors and supplying replacement conductors as detailed in these Specifications and as directed by the Engineer.

M. LIGHT POLE

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

<u>Pay Item</u>	<u>Pay Unit</u>
Light Pole, LP1, City Furnish	each
Light Pole, LP2, City Furnish	each
Light Pole, LP3	each

Light Pole, LP1, City Furnish and Light Pole, LP2, City Furnish shall be paid for at the contract unit price each and shall include all labor and equipment required for complete installation of light pole on the existing or proposed foundation; all required testing; and placing pole assemblies into service, as shown on the plans and as detailed in the Specifications, or as directed by the Engineer. This item shall also include all labor, materials, and equipment necessary to re-install all signs, electrical cabinets, or other objects attached to the pole. Light pole and associated materials for these pay items will be Owner furnished. The Contractor shall coordinate with the City to obtain stockpiled light poles. Any damage caused by Contractor's operations to Owner furnished light poles will require a new light pole be purchased at Contractor cost.

Light Pole, LP3 shall be paid for at the contract unit price each and shall include all labor, equipment, and materials, including but not limited to; luminaire-supporting structure including tower used for large-area illumination; any other materials required for complete installation of light pole on the existing or proposed foundation; all required testing; and placing pole assemblies into service, as shown on the plans and as detailed in the Specifications, or as directed by the Engineer. This item shall also include all labor, materials, and equipment necessary to reinstall all signs, electrical cabinets, or other objects attached to the pole.

N. LIGHT FIXTURE

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

<u>Pay Item</u>	<u>Pay Unit</u>
Fixture, SL1, City Furnish	each
Fixture, SL1	each
Fixture, SL2	each
Fixture, SL3	each
Fixture, Reinstall	each

Fixture, SL1, Fixture, SL2, and Fixture, SL3 shall be paid for at the contract unit price each and shall include all labor, equipment, and materials, including, but not limited to; all lamps; supports; hangers; brackets; globes and all other parts and devices necessary for complete operation and installation, as shown on the plans and detailed in these Specifications, or as directed by the Engineer.

Fixture, Reinstall shall be paid for at the contract unit price each and shall include all labor and equipment necessary for reinstallation of existing fixture and shall assume removal, storing, protecting, and reinstallation of the fixture complete. Any damage to existing fixture will require a new fixture be purchased at Contractor cost.

Fixture, SL1, City Furnish shall be paid for at the contract unit price each and shall include all labor and equipment necessary for complete operation and installation, as shown on the plans and detailed in these Specifications, or as directed by the Engineer. Fixture and associated materials for this pay item will be Owner furnished. The Contractor shall coordinate with City to obtain existing stockpiled fixtures. Any damage caused by Contractor's operations to Owner furnished fixture will require a new fixture be purchased at Contractor cost.

O. CONCRETE SIDEWALK

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

<u>Pay Item</u>	<u>Pay Unit</u>
Sidewalk, Conc, 4 inch	square foot

Concrete sidewalk shall be measured in place and shall be paid for based upon the length and width measurements of the sidewalk area as determined by the Engineer. Sidewalk, Conc, 4 inch will be measured and paid for as shown on the plans. This includes areas for both concrete sidewalk flatwork, and under the brick pavers as shown on the City of Ann Arbor Standard Detail.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to construct sidewalk of the required thickness in accordance with the MDOT Standard Details and City of Ann Arbor Standard Details, including all materials, jointing, finishing, and protection of concrete consistent with the Specifications. Any necessary excavation, backfill, and disposal of excess materials shall also be considered as incidental to the sidewalk construction.

The contract unit price shall also be payment in full for all labor, materials, and equipment necessary to place, grade, and compact Class II sand base in accordance with the City of Ann Arbor Specifications.

P. BRICK PAVERS

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

<u>Pay Item</u>	<u>Pay Unit</u>
Brick, Install Salvaged Brick	square foot

Brick paver installation shall be measured in place and shall be paid for based upon the length and width measurements of the brick paver area as determined by the Engineer.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to install the brick pavers in accordance with the City of Ann Arbor Standard Details, including all materials, sand setting bed, jointing sand, placement, compaction, and protection of brick consistent with the Specifications. Any necessary excavation, backfill, and disposal of excess materials shall also be considered as incidental to the brick paver construction.

The concrete base slab will be paid for separately as Sidewalk, Conc, 4 inch.

Q. SURFACE RESTORATION

The completed work as measured for SURFACE RESTORATION will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Restoration	lump sum

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to final grade the greenbelt areas, furnish and place a minimum of 4" screened topsoil, seed, fertilizer, and mulch, as required by the Specifications. Watering until vigorous turf growth is established shall be considered as incidental to the restoration work. Adequate protection and stabilization of newly restored areas to prevent damage from animals or erosion shall be considered incidental to the item of work. Complete site clean-up to satisfaction of Engineer is also included in this item.

The materials and construction requirements for establishing turf shall meet MDOT 2012 Specifications for Construction, Section 816.

3.2 CLEAN OUT STORM STRUCTURES

- A. Upon completion of the restoration work, the Contractor shall clean out all impacted storm structures or drainage ditches, culverts, etc. which are located within the project area incidental to the project cost.

### 3.3 COORDINATION

- A. The Contractor is responsible to coordinate with the City of Ann Arbor, the Downtown Development Authority, and Republic Parking System. Any coordination effort shall be considered incidental.
  - a. Coordinate with the City of Ann Arbor to de-energize streetlights and establish wiring schema.
  - b. Coordinate with the Downtown Development Authority to relocate bicycle storage racks.
  - c. Coordinate with Republic Parking System daily for parking meter bagging and bag removal.

### 3.4 EXISTING PATHWAYS AND PARKING LOTS

- A. Unless noted on the plans or otherwise directed by the Engineer, the contractor shall protect existing areas from damage during the course of work and use labor, equipment, and tools that will minimize impacts of sensitive areas. Any damage resulting from carelessness or disregard for park land, private property, river banks, etc. shall be repaired or replaced to a condition of equal or greater than existing at the contractors expense. All areas needed to be restored shall be done so to City of Ann Arbor standards or the governing agency with jurisdiction, whichever is more stringent. In the event of Contractor carelessness, any additional need for inspection and/or testing as required by the item of work performed shall also be at the Contractor's expense.

### 3.5 GARBAGE/WASTE COLLECTION

- A. The Contractor shall maintain waste collection procedures for all roadways and adjacent businesses during construction. Temporary access for garbage trucks, or any other approved method to allow for regular trash or recycle pick-up shall be considered as incidental.

### 3.6 SCHOOL AND AAATA BUS ACCESS

- A. The Contractor shall maintain safe and efficient access for school and Ann Arbor Area Transit Authority (AAATA) buses at all times during the construction operations. Any temporary construction measures, or alternate construction methods necessary to allow for bus access during required hours of operation, shall be incidental to the pay items listing in this contract.

### 3.7 MISCELLANEOUS RESTORATION ITEMS

- A. Restoration and relocation of miscellaneous items such as, but not limited to, street signs, traffic signs, shrubbery, large decorative stones, boulders, and other ornamental landscape items which are damaged, removed, relocated, or destroyed by the Contractor in the course of the work shall be relocated, repaired or replaced by the Contractor. For items that are damaged or destroyed, these items will be replaced with new materials of equal quality as existed prior to the start of work. All such items for which specific bid items are not listed in the proposal shall be considered as incidental work and shall be replaced or repaired at the expense of the Contractor.

### 3.8 FINAL CLEAN UP

- A. Final cleanup of the job shall be considered as incidental and shall include removal of debris and litter from the site, removal of surplus materials, sweeping, and repair of any damages.
- B. Surface Restoration shall commence immediately upon completion of final grading or as MDOT seasonal limitations dictate.

END OF SECTION 01 22 00

## SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

### 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. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  1. Coordination Drawings.
  2. Administrative and supervisory personnel.
  3. Project meetings.
  4. Requests for Interpretation (RFIs).

#### 1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

#### 1.4 COORDINATION

- A. 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 installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
  4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  1. Preparation of Contractor's Construction Schedule.
  2. Preparation of the Schedule of Values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Preinstallation conferences.
  7. Project closeout activities.

8. Startup and adjustment of systems.
9. Project closeout activities.

- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.
- E. 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, etc. No claim for extra compensation or adjustments in the Contract Unit Prices will be allowed on account of delay or failure of others to complete work scheduled.

## 1.5 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
    - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - b. Indicate required installation sequences.
    - c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
  2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
  3. Number of Copies: Submit two opaque copies of each submittal. Engineer will return one copy.
    - a. Submit five copies where Coordination Drawings are required for operation and maintenance manuals. Engineer will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.
    - b. Electronic copies may be substituted upon approval by the Engineer or Owner.
  4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.



## 1.6 OBSERVATION OF CONSTRUCTION

- A. Construction operations will require observation by the Owner's representative. Notify the Engineer at least three (3) working days prior to construction so observation can be scheduled. This applies to construction start and any time that work is suspended for two days or more. Contact OHM Construction Dept at 734-522-6711, Mondays through Fridays 8 am to 4 pm. Contractor is advised that utilities installed on the project without observation will be rejected by the Owner.

## 1.7 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 Engineer 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 Engineer, within three days of the meeting.
  
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
  - 1. Attendees: Authorized representatives of Owner, Engineer and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All 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. LEED requirements.
    - l. Preparation of Record Documents.
    - m. Use of the premises.
    - n. Work restrictions.
    - o. Owner's occupancy requirements.
    - p. Responsibility for temporary facilities and controls.
    - q. Construction waste management and recycling.
    - r. Parking availability.
    - s. Office, work, and storage areas.
    - t. Equipment deliveries and priorities.
    - u. First aid.
    - v. Security.
    - w. Progress cleaning.
    - x. Working hours.
  - 3. Minutes: Engineer will record and distribute meeting minutes.

- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Engineer of scheduled meeting dates.
  2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. The Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Review of mockups.
    - i. Possible conflicts.
    - j. Compatibility problems.
    - k. Time schedules.
    - l. Weather limitations.
    - m. Manufacturer's written recommendations.
    - n. Warranty requirements.
    - o. Compatibility of materials.
    - p. Acceptability of substrates.
    - q. Temporary facilities and controls.
    - r. Space and access limitations.
    - s. Regulations of authorities having jurisdiction.
    - t. Testing and inspecting requirements.
    - u. Installation procedures.
    - v. Coordination with other work.
    - w. Required performance results.
    - x. Protection of adjacent work.
    - y. Protection of construction and personnel.
  3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
  5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at **biweekly** intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties

involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

- 1) Review schedule for next period.
- b. Review present and future needs of each entity present, including the following:
  - 1) Interface requirements.
  - 2) Sequence of operations.
  - 3) Status of submittals.
  - 4) Deliveries.
  - 5) Off-site fabrication.
  - 6) Access.
  - 7) Site utilization.
  - 8) Temporary facilities and controls.
  - 9) Work hours.
  - 10) Hazards and risks.
  - 11) Progress cleaning.
  - 12) Quality and work standards.
  - 13) Status of correction of deficient items.
  - 14) Field observations.
  - 15) RFIs.
  - 16) Status of proposal requests.
  - 17) Pending changes.
  - 18) Status of Change Orders.
  - 19) Pending claims and disputes.
  - 20) Documentation of information for payment requests.
3. Minutes: Contractor will record and distribute meeting minutes.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
  - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

## 1.8 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
  1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
  1. Project name.
  2. Date.
  3. Name of Contractor.
  4. Name of Engineer.
  5. RFI number, numbered sequentially.
  6. Specification Section number and title and related paragraphs, as appropriate.
  7. Drawing number and detail references, as appropriate.
  8. Field dimensions and conditions, as appropriate.
  9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  10. Contractor's signature.

11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
  - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
  
- C. Hard-Copy RFIs: CSI Form 13.2A
  1. Identify each page of attachments with the RFI number and sequential page number.
  
- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
  1. Attachments shall be electronic files in Adobe Acrobat PDF format.
  
- E. Engineer's Action: Engineer will review each RFI, determine action required, and return it. Allow **seven** working days for Engineer's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
  1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Sum.
    - e. Requests for interpretation of Architect's actions on submittals.
    - f. Incomplete RFIs or RFIs with numerous errors.
  2. Engineer's action may include a request for additional information, in which case Engineer's time for response will start again.
  3. Engineer's 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 General Conditions Section 13 "Changes in Work" and Section 15 "Claims for Extra Cost."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within **ten** days of receipt of the RFI response.
  
- F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within **seven** days if Contractor disagrees with response.
  
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log **weekly**. **Use CSI Log Form 13.2B.**
  1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Engineer.
  4. RFI number including RFIs that were dropped and not submitted.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Engineer's response was received.
  8. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

## SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

### 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 documenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's Construction Schedule.
  - 2. Submittals Schedule.
  - 3. Daily construction reports.
  - 4. Field condition reports.
- B. Related Sections include the following:
  - 1. General Conditions Section 16 "Progress Payments" for submitting invoices.
  - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
  - 3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.

#### 1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
- E. Fragment: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- F. Major Area: A story of construction, a separate building, or a similar significant construction element.

## 1.4 SUBMITTALS

- A. Submittals Schedule: Submit **three** copies of schedule. Arrange the following information in a tabular format:
  - 1. Scheduled date for first submittal.
  - 2. Specification Section number and title.
  - 3. Submittal category (action or informational).
  - 4. Name of subcontractor.
  - 5. Description of the Work covered.
  - 6. Scheduled date for Engineer's final release or approval.
- B. Contractor's Construction Schedule: Submit **two** opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
- C. Field Condition Reports: Submit **two** copies at time of discovery of differing conditions.

## 1.5 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from parties involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

## PART 2 - PRODUCTS

### 2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
  - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
  - 2. Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

### 2.2 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  - 1. List of subcontractors at Project site.
  - 2. List of separate contractors at Project site.
  - 3. Approximate count of personnel at Project site.
  - 4. Equipment at Project site.
  - 5. Material deliveries.
  - 6. High and low temperatures and general weather conditions.
  - 7. Accidents.
  - 8. Meetings and significant decisions.
  - 9. Unusual events (refer to special reports).

10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Work Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial Completions and occupancies.
19. Substantial Completions authorized.

- B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation on Engineer approved form. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At **monthly** intervals, update schedule to reflect actual construction progress and activities. Issue schedule **one week** before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Engineer and Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
  2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01 32 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. Related Sections include the following:
  - 1. Division 01 Section "Unit Prices".
- C. 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 DVD and written records shall become the property of the Owner.

#### 1.3 SUBMITTALS

- A. Qualification Data: For photographer.
- B. Media Devices: Submit a minimum of three complete sets of DVDs or hard 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. Provide media devices with protective sleeve or case. Remove safety tabs to prevent accidental re-recording.
  - 1. Identification: On each DVD (discs and cases) or hard drive, provide an applied label with the following information:
    - a. DVD/hard 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 media device shall be supplied by a log sheet that identifies each segment in the digital recording by location, roll number, street or road viewing, media 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 DVD or hard 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 DVDs or hard drives for lossless picture quality, suitable for playback on standard home DVD player as well as a DVD ROM drive, or USB port if hard drives are used.
- 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 CD or hard 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 CD with the digital photographs.

### 2.2 DIGITAL RECORDING

- A. Each digital recording 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.
- 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 an 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 a minimum of twenty-five thousand (25,000) watts of shadowless 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. DVDs 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 area to be covered by the digital recorded video survey shall be limited to the area within the disturbance limits of access points to the sanitary sewer as specified in the plans or as approved by the Engineer. The recorded area shall include, but may not be limited to, access routes, right-of-way, access points, and areas surrounding the access points. 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 33 00 - SUBMITTAL PROCEDURES

### 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 submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
  - 1. General Conditions Section 16 "Progress Payments" for submitting invoices.
  - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
  - 3. Divisions 02 through 49 Sections for specific requirements for submittals in those Sections.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Engineer's responsive action.
- B. Informational Submittals: Written information that does not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

#### 1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Engineer for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow **15** days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.

2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow **15** days for review of each resubmittal.
  4. Sequential Review: Where sequential review of submittals by Engineer's consultants, Owner, or other parties is indicated, allow **21** days for initial review of each submittal.
- E. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately **6 by 8 inches** on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
  3. Include the following information on label for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name and address of Engineer.
    - d. Name and address of Contractor.
    - e. Name and address of subcontractor.
    - f. Name and address of supplier.
    - g. Name of manufacturer.
    - h. Submittal number or other unique identifier, including revision identifier.
      - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
    - i. Number and title of appropriate Specification Section.
    - j. Drawing number and detail references, as appropriate.
    - k. Location(s) where product is to be installed, as appropriate.
    - l. Other necessary identification.
- F. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- G. Additional Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Engineer.
  2. Additional copies submitted for maintenance manuals will **not** be marked with action taken and will be returned.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return submittals, without review, received from sources other than Contractor.
1. Transmittal Form: Use form acceptable to Owner.
  2. Transmittal Form: Provide locations on form for the following information:
    - a. Project name.
    - b. Date.
    - c. Destination (To:).
    - d. Source (From:).
    - e. Names of subcontractor, manufacturer, and supplier.
    - f. Category and type of submittal.
    - g. Submittal purpose and description.
    - h. Specification Section number and title.
    - i. Drawing number and detail references, as appropriate.
    - j. Transmittal number, numbered consecutively.
    - k. Submittal and transmittal distribution record.
    - l. Remarks.

- m. Signature of transmitter.
- 3. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked as "Approved."
- J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- K. Use for Construction: Use only final submittals with mark indicating Approved by Engineer.

## PART 2 - PRODUCTS

### 2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
  - 1. Submit electronic submittals directly to extranet specifically established for Project.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Standard color charts.
    - e. Manufacturer's catalog cuts.
    - f. Wiring diagrams showing factory-installed wiring.
    - g. Printed performance curves.
    - h. Operational range diagrams.
    - i. Mill reports.
    - j. Standard product operation and maintenance manuals.
    - k. Compliance with specified referenced standards.
    - l. Testing by recognized testing agency.
    - m. Application of testing agency labels and seals.
    - n. Notation of coordination requirements.
  - 4. Submit Product Data before or concurrent with Samples.
  - 5. Number of Copies: Submit **three** copies of Product Data, unless otherwise indicated. Engineer will return **two** copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
  - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Dimensions.

- b. Identification of products.
  - c. Fabrication and installation drawings.
  - d. Roughing-in and setting diagrams.
  - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
  - f. Shopwork manufacturing instructions.
  - g. Templates and patterns.
  - h. Schedules.
  - i. Design calculations.
  - j. Compliance with specified standards.
  - k. Notation of coordination requirements.
  - l. Notation of dimensions established by field measurement.
  - m. Relationship to adjoining construction clearly indicated.
  - n. Seal and signature of professional engineer if specified.
  - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
  3. Number of Copies: Submit **three** opaque copies of each submittal, unless copies are required for operation and maintenance manuals. Submit **five** copies where copies are required for operation and maintenance manuals. Engineer will retain **two** copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of appropriate Specification Section.
  3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  4. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Number of Samples: Submit **three** sets of Samples. Engineer will retain **two** Sample sets; remainder will be returned.
      - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.

- 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least **three** sets of paired units that show approximate limits of variations.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
    1. Type of product. Include unique identifier for each product.
    2. Number and name of room or space.
    3. Location within room or space.
    4. Number of Copies: Submit **three** copies of product schedule or list, unless otherwise indicated. Engineer, will return **two** copies.
      - a. Mark up and retain one returned copy as a Project Record Document.
  - F. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
  - G. Application for Payment: Comply with requirements specified in General Conditions Section 16 "Progress Payments."
  - H. Schedule of Values: Comply with requirements specified in General Conditions Section 16 "Progress Payments."
  - I. 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. 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.
    4. Number of Copies: Submit **three** copies of subcontractor list, unless otherwise indicated. Engineer will return **two** copies.
      - a. Mark up and retain one returned copy as a Project Record Document.
  - J. LEED Submittals: Comply with requirements specified in Division 01 Section "Sustainable Design Requirements."
    1. Number of Copies: Submit **three** copies of LEED submittals, unless otherwise indicated.

## 2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
  1. Number of Copies: Submit **two** copies of each submittal, unless otherwise indicated. Engineer will not return copies.
  2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."



- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of engineers and owners, and other information specified.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  1. Name of evaluation organization.
  2. Date of evaluation.
  3. Time period when report is in effect.
  4. Product and manufacturers' names.
  5. Description of product.
  6. Test procedures and results.
  7. Limitations of use.
- M. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- N. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- O. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

- P. **Field Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- Q. **Maintenance Data:** Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment.
- R. **Design Data:** Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- S. **Manufacturer's Instructions:** Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
1. Preparation of substrates.
  2. Required substrate tolerances.
  3. Sequence of installation or erection.
  4. Required installation tolerances.
  5. Required adjustments.
  6. Recommendations for cleaning and protection.
- T. **Manufacturer's Field Reports:** Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Statement that products at Project site comply with requirements.
  4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  6. Statement whether conditions, products, and installation will affect warranty.
  7. Other required items indicated in individual Specification Sections.
- U. **Insurance Certificates and Bonds:** Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- A. **Construction **Photographs and Videotapes:**** Comply with requirements herein and specified in Division 01 Section "Digital Recorded Video Survey." Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
1. **Date and Time:** Include date and time in file name for each image.
- B. **Material Safety Data Sheets (MSDSs):** Submit information directly to Owner; do not submit to Engineer.
1. Engineer will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### 3.2 ENGINEER'S ACTION

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
  - 1. Approved
  - 2. Rejected
  - 3. Approved as noted
  - 4. Revise and Resubmit
  - 5. Submit specified item
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01 33 00

## SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory manuals.
  - 2. Systems and equipment operation manuals.
  - 3. Systems and equipment maintenance manuals.
  - 4. Product maintenance manuals.

#### 1.2 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
  - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:
  - 1. Submit one paper copy for review.
  - 2. Submit final documents as PDF and four paper copies.
- C. Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.
  - 1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

#### 1.3 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
  - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  - 2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so

that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

- B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.
  - 1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
  - 2. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
    - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

#### 1.4 REQUIREMENTS FOR OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  - 1. Title page.
  - 2. Table of contents.
  - 3. Manual contents.
- B. Title Page: Include the following information:
  - 1. Subject matter included in manual.
  - 2. Name and address of Project.
  - 3. Name and address of Owner.
  - 4. Date of submittal.
  - 5. Name and contact information for Contractor.
  - 6. Name and contact information for Architect.
  - 7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  - 8. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

## 1.5 SYSTEMS AND EQUIPMENT OPERATION MANUALS

- A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
- B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
  - 1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
  - 2. Performance and design criteria if Contractor has delegated design responsibility.
  - 3. Operating standards.
  - 4. Operating procedures.
  - 5. Operating logs.
  - 6. Wiring diagrams.
  - 7. Control diagrams.
  - 8. Piped system diagrams.
  - 9. Precautions against improper use.
  - 10. License requirements including inspection and renewal dates.
- C. Descriptions: Include the following:
  - 1. Product name and model number. Use designations for products indicated on Contract Documents.
  - 2. Manufacturer's name.
  - 3. Equipment identification with serial number of each component.
  - 4. Equipment function.
  - 5. Operating characteristics.
  - 6. Limiting conditions.
  - 7. Performance curves.
  - 8. Engineering data and tests.
  - 9. Complete nomenclature and number of replacement parts.
- D. Operating Procedures: Include the following, as applicable:
  - 1. Startup procedures.
  - 2. Equipment or system break-in procedures.
  - 3. Routine and normal operating instructions.
  - 4. Regulation and control procedures.
  - 5. Instructions on stopping.
  - 6. Normal shutdown instructions.
  - 7. Seasonal and weekend operating instructions.
  - 8. Required sequences for electric or electronic systems.
  - 9. Special operating instructions and procedures.
- E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- F. Piped Systems: Diagram piping as installed, and identify color coding where required for identification.

## 1.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.
- B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds, as described below.
- C. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
  - 1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
    - a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
  - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  - 3. Identification and nomenclature of parts and components.
  - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
  - 1. Test and inspection instructions.
  - 2. Troubleshooting guide.
  - 3. Precautions against improper maintenance.
  - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - 5. Aligning, adjusting, and checking instructions.
  - 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

- H. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

## 1.7 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Product Information: Include the following, as applicable:
  - 1. Product name and model number.
  - 2. Manufacturer's name.
  - 3. Color, pattern, and texture.
  - 4. Material and chemical composition.
  - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  - 1. Inspection procedures.
  - 2. Types of cleaning agents to be used and methods of cleaning.
  - 3. List of cleaning agents and methods of cleaning detrimental to product.
  - 4. Schedule for routine cleaning and maintenance.
  - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

END OF SECTION 01 78 23



## SECTION 02 41 13 – SELECTIVE SITE DEMOLITION

### PART 1- GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Work shall include the removal of existing pavement, walks, and foundation for light pole replacement, and other related items.
- B. This Section includes the following minimum components:
  - 1. Pavement Removal
  - 2. Sidewalk Removal
  - 3. Brick Paver Removal
  - 4. Guide Sign Removal
  - 5. Light Pole Foundation Removal
- C. Related Sections (not used)

#### 1.3 DEFINITIONS

- A. Pavement: road pavement or driveway pavement consisting of either concrete, asphalt, brick or gravel/aggregate materials. Pavement also includes curb and gutter within roadway or driveways.

### PART 2– PRODUCTS

#### 2.1 GENERAL

- A. Any backfill material requirements shall conform to SECTION 31 20 00, Earth Moving.

### PART 3- EXECUTION

#### 3.1 GENERAL

- A. Remove existing pavement, curbs, sidewalks, fencing, and wooden steps to the limits as designated by the Engineer.

#### 3.2 PAVEMENT CUTS

- A. All concrete and asphalt pavement, curb and gutter, and sidewalk removals shall be accomplished by saw cutting with a power-driven concrete saw. Saw cutting shall be full depth for pavements consisting of concrete, bituminous, or concrete with bituminous overlay.

- B. Saw cuts in concrete pavement shall not be nearer than five (5) feet to a transverse joint, to the centerline of pavement, or to the edge of pavement or curb, i.e., no existing or replacement pavement shall be less than five (5) feet in width. If the damaged pavement is nearer than five (5) feet to a joint or centerline of pavement, edge of pavement, or curb, removal and replacement shall be extended to said joint, centerline, edge of pavement, or curb.

### 3.3 PAVEMENT REMOVAL

- A. Remove existing pavement as directed by the Engineer.
- B. Remove pavement in a manner to avoid damage to property, pavements, and curbs that are to remain.
- C. Dispose of pavement in an approved off-site location.

### 3.4 SIDEWALK REMOVAL

- A. Remove existing sidewalks and ramps as directed by the Engineer.
- B. Remove sidewalks in a manner to avoid damage to property, pavements, and curbs that are to remain.
- C. Dispose of sidewalk in an approved off-site location.

### 3.5 BRICK PAVER REMOVAL

- A. Remove existing brick pavers as directed by the Engineer.
- B. Remove brick pavers in a manner to avoid damage to property, pavements, and curbs that are to remain.
- C. All brick pavers shall be salvaged and stockpiled for reinstallation. Dispose of any damaged brick pavers in an approved off-site location. The cost to replace damaged brick pavers is at the Contractor's expense.

### 3.6 GUIDE SIGN REMOVAL

- A. Remove existing guide sign as directed by the Engineer.
- B. Remove guide sign in a manner to avoid damage to property, pavements, and curbs that are to remain.
- C. Salvage and reinstall guide sign per City Standards on new light pole, incidental to the existing light pole removal and proposed light pole installation.

### 3.7 LIGHT POLE FOUNDATION REMOVAL

- A. Remove existing light pole foundation as directed by the Engineer.
- B. Remove light pole foundation in a manner to avoid damage to property, pavements, and curbs that are to remain.
- C. Dispose of light pole foundation in an approved off-site location.

3.8 DISPOSAL

- A. Legally dispose of removed items in an approved offsite location, unless they are otherwise directed by Engineer to be salvaged and reinstalled.

END OF SECTION 02 41 13

## SECTION 09 90 00 – PAINTING AND COATING

### PART 1 - GENERAL

#### 1.01 RELATED DOCUMENTS

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

#### 1.02 SUMMARY

- A. This Section includes the following:
  - 1. Surface preparation and field application of paint on existing streetlights to include poles, mast arms and metal base covers.
  - 2. Paint schedules.

#### 1.03 REFERENCES

- A. Definitions
  - 1. The term "paint," "coatings," or "finishes" as used herein, shall include surface treatments, emulsions, enamels, paints, epoxy resins, and other protective coatings, excepting galvanizing or anodizing, whether used as a pretreatment, primer, intermediate coat, or finish coat.
  - 2. The term "DFT" means minimum dry film thickness, without any negative tolerance.
- B. Reference Standards
  - 1. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications.
  - 2. NACE International -Industrial Maintenance Painting.
  - 3. SSPC: The Society for Protective Coatings - SSPC Painting Manual Volumes 1 and 2.

#### 1.04 SUBMITTALS

- A. Product Data: For each type of product indicated.
  - 1. Manufacturer literature demonstrating compliance with these Specifications and indicating paint formulation, rate of coverage, recommended uses and recommended application method.
  - 2. Physical color chips or cards for the full range of colors available in each product.

## 1.05 QUALITY ASSURANCE

- A. Use only qualified journeyman painters for the mixing and application of paint on exposed surfaces. In the acceptance or rejection of installed painting, no allowance will be made for lack of skill on the part of painters.

## 1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver all paint materials to the job site in their original unopened containers with all labels intact and legible at time of use. Store only the approved materials at the job site. Store them in a suitable and designated area restricted to the storage of paint materials and related equipment. Use all means necessary to ensure the safe storage and use of paint materials and the prompt and safe disposal of waste. Store volatile solvents, rags, and cleaning materials in a well-ventilated area.
- B. Container label to include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Store paint materials at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F in a well ventilated area, and as required by the manufacturer's instructions.
- D. Use all means necessary to protect paint materials before, during, and after application. In the event of damage, immediately make all repairs and replacements necessary at no additional cost.

## PART 2 - PRODUCTS

### 2.01 PAINT

- A. Provide paint materials in accordance with the paint schedules that follow the text of this Section.
- B. All paint materials for each paint system shall be the products of a single manufacturer. All paint materials and equipment shall be compatible in use: finish coats shall be compatible with prime coats; prime coats shall be compatible with the surface to be coated; and all tools and equipment shall be compatible with the coating to be applied. Thinners, when used, shall be only those thinners specifically recommended for that purpose by the manufacturer of the material to be thinned.

### 2.02 MANUFACTURERS

- A. Paint schedule is prepared based on the use of Tnemec products. Alternate manufacturers shall provide an equivalent system that matches generic type and key coating properties. Approved manufactures:
  - 1. Tnemec.
  - 2. Carboline.
  - 3. Sherwin Williams.

## 2.03 FINISHES

- A. Furnish finish paint in the color(s) selected by the Owner from the manufacturer's standard available colors to match the existing streetlight color.
- B. One (1) finish coat color will be selected for the entire project.
- C. Primer shall not be the same color as the topcoat.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Verify that surfaces and/or substrate conditions are ready to receive paint as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Commencement of the coating operations will signify acceptance of the substrate(s) as being suitable for the coating and ability to achieve the final results specified.

### 3.02 PREPARATION

- A. The CONTRACTOR shall be responsible for installing appropriate traffic control, signage and other safety devices before beginning to set up equipment for surface preparation and painting. Traffic control shall conform to the requirements of the latest edition of the Michigan Manual on Uniform Traffic Control Devices (MMUTCD) and other requirements as stated in these Specifications and Drawings.
- B. The CONTRACTOR shall provide protection as needed to prevent dust, debris, or paint fallout from damaging automobiles, buildings, utility fixtures or other public or private property. The CONTRACTOR may elect to remove poles, paint in the shop, and re-install at his own expense.
- C. Prior to beginning surface preparation and painting operations, completely mask, remove, or otherwise adequately protect all hardware, accessories, plates, light fixtures, and all other items that are not to receive the paint coating. Before applying paint, thoroughly clean and prepare all surfaces according to the specified surface preparation method. Schedule all cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- D. Remove mold by scrubbing with solution of tri-sodium phosphate and bleach.
- E. Use Chlor\*Rid, as manufactured by Chlor\*Rid International to remove salts from the substrate.
- F. Prepare metal surfaces for painting by following the method indicated on the appropriate paint schedule. Preparation methods are referenced to the Steel Structures Painting Council (SSPC) Specifications. General description of surface preparation standards is listed below. Reference each complete SSPC standard for detailed requirements and see the included Paint Schedule for additional requirements.

#### SSPC-SP1 Solvent Cleaning

The removal of all visible oil, grease, soil, drawing, and cutting compounds, and other soluble contaminants from surfaces with solvents or commercial cleaners using various methods of cleaning, such as wiping, dipping, steam cleaning, or vapor degreasing.

#### SSPC-SP2 Hand Tool Cleaning

The removal of all loose mill scale, loose rust, loose paint, and other loose detrimental foreign matter by the use of non-power hand tools.

#### SSPC-SP3 Power Tool Cleaning

The removal of all loose mill scale, loose rust, loose paint, and other loose detrimental foreign matter by the use of power-assisted hand tools.

#### SSPC-SP15 Commercial Power Tool Cleaning

The removal of all visible oil, grease, dirt, rust, coatings, mill scale, corrosion products and other foreign matter (except as allowed in the detailed SSPC-SP15 specification), using power-assisted hand tools.

- G. Do not prepare metal for painting when the relative humidity is higher than 85% or the metal is less than 5°F above the dew point. After surface preparation, thoroughly clean all surfaces of any remaining dirt, oil and grease and leave it ready to receive prime paint.
- H. Contractor shall temporarily remove all pole mounted signs while pole is actively being worked on. Existing mounting bands shall be left in place and painted over. Signs shall be reinstalled at the end of each working day.
- I. Some poles have radio communication devices mounted to them. The Contractor shall not paint or otherwise disturb these devices.

### 3.03 APPLICATION

- A. Apply paint in accordance with paint schedule requirements, the cited references, all codes and regulations, and the recommendations of the paint manufacturer. Apply prime paint to metal surfaces during the same shift as surface preparation. Do not apply paint in areas where dust is being generated.
- B. Do not apply paint when the surrounding air temperature as measured in the shade is below 40°F or when the temperature of the surface to be painted is below 35°F. Do not apply paint when it is expected that the relative humidity will exceed 85% or that the air temperature will drop below 40°F within 18 hrs. after the application of paint. Dew or moisture condensation should be anticipated and if such conditions are prevalent, delay painting until certain that the surfaces can be kept above the dew point. Follow all additional environmental limitation requirements of the paint manufacturer.
- C. Paint shall be applied with brush or roller only. Paint schedules are based on brush or roller application.

- D. Allow sufficient cure time between coats of paint. Follow the manufacturer's curing time vs. temperature requirements for each product.
- E. Prior to applying each paint coating after the first, check mil thickness of previously applied coating(s). Correct for insufficient paint thickness by increasing the mil thickness of subsequent applications, if allowed by the paint manufacturer, or by applying additional coatings to provide the specified paint thickness.
- F. Spot sand between coatings to remove paint defects visible to the unaided eye from a distance of five feet.
- G. Contractor shall reinstall pole numbers, electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

### 3.04 SITE QUALITY CONTROL

- A. Field inspection and testing of new painted surfaces may be performed by the Owner's Representative. Surface preparation, coating application, coating thickness and final product will be subject to inspection by the Owner's representative.
- B. Before painting begins, the Owner's representative may sample thickness of the existing coatings to estimate an average thickness. For areas to be re-coated, the average thickness of existing coatings will be subtracted from the over-coat readings to estimate thickness of new coatings.
- C. Areas will be tested at random with dry film thickness gage.
  - 1. Any areas not meeting the minimum dry film thickness shown or on approved Shop Drawing submittals shall have additional coats applied so the minimum dry film thickness is achieved.
  - 2. Each coat shall achieve the minimum dry film thickness specified, without regards to the overall system thickness.

### 3.05 CLEAN UP

- A. During the progress of the work, do not allow the accumulation of empty containers or other excess items except in areas specifically set aside for that purpose.
- B. Following completion of painting in each area, promptly remove all masking and temporary protection. After paint has dried, reinstall all items removed for painting once paint has fully cured. Upon completion of this portion of the work, visually inspect all surfaces and remove paint and traces of paint from surfaces not scheduled to be painted.

### PAIN T SCHEDULE FOLLOWS



**PAINT SCHEDULE**

**SERVICE: EXTERIOR FERROUS METAL - STREETLIGHT**

**Surface Preparation:**

- For existing coatings, including intact galvanizing, SSPC-SP2 Hand Tool Cleaning or SSPC-SP3 Power Tool Cleaning to remove any loose rust, mill scale, paint, or other detrimental foreign matter.
- Remove mold residue from coatings to remain (see Section 3.02.D).
- Hand wash salt residue from bare metal before profiling (see Section 3.02.E).
- For bare ferrous metal and rusted areas, SSPC-SP15 Commercial Power Tool Cleaning, with 1.0 mil anchor profile. As appropriate, use hand tools to remove heavy rust and over-coatings before profiling. However, a Bristle Blaster (MontiPower) or equivalent impact tool shall be used for final surface preparation. *Wire wheels, sanders, and other abrasive-type hand tools will not be allowed for final surface preparation of bare ferrous metal.*
- Remove tool dust and fallout from all surfaces as per SP2, SP3 or SP15, as applicable.

Manufacturer	Application	Name	Type	Coats	Mils/Coat	Notes
Tnemec	Spot Primer	Series 1 Omnithane	Modified Aromatic Polyurethane Primer	One	2.5 – 3.5	
Tnemec	Intermediate	Series 66 Epoxoilne	Polyamide Epoxy	One	4 – 6	
Tnemec	Finish	Series 1072 Fluoronar	Thermoset Solution Fluoropolymer	Two	2 – 3	Satin finish
<b>TOTAL SYSTEM THICKNESS</b>					<b>10.5 – 15.5</b>	

END OF SECTION 09 90 00

## SECTION 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

### PART 1 - GENERAL

#### 1.01 RELATED DOCUMENTS

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

#### 1.02 SUMMARY

- A. This Section includes the following:
  - 1. Wires and cables rated 600 V and less.
  - 2. Connectors, splices, and terminations rated 600 V and less.

#### 1.03 DEFINITIONS

- A. EPDM: Ethylene-propylene-diene terpolymer rubber.
- B. NBR: Acrylonitrile-butadiene rubber.

#### 1.04 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Qualification Data: For testing agency.
- C. Field quality-control test reports.

#### 1.05 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
  - 1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with NFPA 70.

## PART 2 - PRODUCTS

### 2.01 CONDUCTORS AND CABLES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Alcan Products Corporation; Alcan Cable Division.
  - 2. American Insulated Wire Corp.; a Leviton Company.
  - 3. General Cable Corporation.
  - 4. Senator Wire & Cable Company.
  - 5. Southwire Company.
  - 6. Other acceptable manufacturers as approved by the Engineer.

### 2.02 Aluminum and Copper Conductors

- A. Comply with NEMA WC 70/ICEA S-95-658.
- B. Conductor Insulation: Comply with NEMA WC 70 for Types THHN-THWN or XHHW.

### 2.03 CONNECTORS AND SPLICES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. AFC Cable Systems, Inc.
  - 2. Hubbell Power Systems, Inc.
  - 3. O-Z/Gedney; EGS Electrical Group LLC.
  - 4. 3M; Electrical Products Division.
  - 5. Tyco Electronics Corp.
  - 6. Other acceptable manufacturers as approved by the Engineer
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.
- C. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.
  - 1. Material: Tin plated copper.
  - 2. Type: One hole up through 4/0, Two hole for conductors larger, all with long barrels.
  - 3. Termination: Compression

## PART 3 - EXECUTION

### 3.01 CONDUCTOR MATERIAL APPLICATIONS

- A. Branch Circuits: Copper; stranded.

3.02 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type XHHW-2, single conductors in raceway.

3.03 INSTALLATION OF CONDUCTORS AND CABLES

- A. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- B. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- C. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- D. Identify and color-code conductors and cables according to Division 26 Section "Identification for Electrical Systems."

3.04 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

END OF SECTION 26 05 19

## SECTION 26 05 26 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes grounding and bonding systems and equipment.
- B. Section includes grounding and bonding systems and equipment, plus the following special applications:
  - 1. Foundation steel electrodes.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals.
  - 1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
    - a. Instructions for periodic testing and inspection of grounding features at ground rings grounding connections for separately derived systems based on NFPA 70B.
      - 1) Tests shall determine if ground-resistance or impedance values remain within specified maximums, and instructions shall recommend corrective action if values do not.

### PART 2 - PRODUCTS

#### 2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

## 2.2 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
  - 1. Stranded Conductors: ASTM B 8.

## 2.3 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- C. Cable-to-Cable Connectors: Compression type, copper or copper alloy.
- D. Conduit Hubs: Mechanical type, terminal with threaded hub.
- E. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.
- F. Lay-in Lug Connector: Mechanical type, copper rated for direct burial terminal with set screw.
- G. Tower Ground Clamps: Mechanical type, copper or copper alloy, terminal two-piece clamp.

## 2.4 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel; 5/8 by 96 inches.

## PART 3 - EXECUTION

### 3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.

### 3.2 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
  - 1. Lighting circuits.
- C. Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate un-insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.

### 3.3 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Rods: Drive rods until tops are 2 inches below finished floor or final grade unless otherwise indicated.
  - 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
  - 2. For grounding electrode system, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.

END OF SECTION 260526

## SECTION 26 05 43 - UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Rigid nonmetallic duct.
  - 2. Polymer concrete handholes and boxes with polymer concrete cover.

#### 1.3 DEFINITIONS

- A. Direct Buried: Duct or a duct bank that is buried in the ground, without any additional casing materials such as concrete.
- B. Duct: A single duct or multiple ducts. Duct may be either installed singly or as component of a duct bank.
- C. Duct Bank:
  - 1. Two or more ducts installed in parallel, with or without additional casing materials.
  - 2. Multiple duct banks.
- D. GRC: Galvanized rigid (steel) conduit.
- E. Trafficways: Locations where vehicular or pedestrian traffic is a normal course of events.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include duct-bank materials, including spacers and miscellaneous components.
  - 2. Include duct, conduits, and their accessories, including elbows, end bells, bends, fittings, and solvent cement.
  - 3. Include accessories for handholes.
  - 4. Include underground-line warning tape.
  - 5. Include warning planks.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For concrete and steel used in precast concrete handholes, as required by ASTM C 858.



## 1.6 FIELD CONDITIONS

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions, and then only after arranging to provide temporary electrical service according to requirements indicated:
  - 1. Notify Architect and Owner no fewer than five days in advance of proposed interruption of electrical service.
  - 2. Do not proceed with interruption of electrical service without Architect's and Owner's written permission.
- B. Ground Water: Assume ground-water level is 36 inches below ground surface unless a higher water table is noted on Drawings.

## PART 2 - PRODUCTS

### 2.1 RIGID NONMETALLIC DUCT

- A. Underground Plastic Utilities Duct: Type EPC-80-PVC RNC, complying with NEMA TC 2 and UL 651, with matching fittings complying with NEMA TC 3 by same manufacturer as duct.
- B. Listed and labeled as defined in NFPA 70, by a nationally recognized testing laboratory, and marked for intended location and application.
- C. Solvents and Adhesives: As recommended by conduit manufacturer.

### 2.2 POLYMER CONCRETE HANDHOLES AND BOXES WITH POLYMER CONCRETE COVER

- A. Description: Molded of sand and aggregate, bound together with a polymer resin, and reinforced with steel or fiberglass or a combination of the two.
- B. Standard: Comply with SCTE 77. Comply with tier requirements in "Underground Enclosure Application" Article.
- C. Configuration: Units shall be designed for flush burial and have monolithic bottom with drain and ground sleeve unless otherwise indicated.
- D. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure.
- E. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
- F. Cover Legend: Molded lettering, "STREET LIGHTING."
- G. Direct-Buried Wiring Entrance Provisions: Knockouts equipped with insulated bushings or end-bell fittings, selected to suit box material, sized for wiring indicated, and arranged for secure, fixed installation in enclosure wall.
- H. Duct Entrance Provisions: Duct-terminating fittings shall mate with entering duct for secure, fixed installation in enclosure wall.

- I. Duct-Sealing Compound: Nonhardening, safe for contact with human skin, not deleterious to cable insulation, and workable at temperatures as low as 35 deg F. Capable of withstanding temperature of 300 deg F without slump and adhering to clean surfaces of plastic ducts, metallic conduit, conduit and duct coatings, concrete, masonry, lead, cable sheaths, cable jackets, insulation materials, and common metals.
- J. Cover Hooks: Heavy duty, designed for lifts 60 lbf and greater. Two required.

### 2.3 SOURCE QUALITY CONTROL

- A. Test and inspect precast concrete utility structures according to ASTM C 1037.
- B. Nonconcrete Handhole and Pull-Box Prototype Test: Test prototypes of manholes and boxes for compliance with SCTE 77. Strength tests shall be for specified tier ratings of products supplied.
  - 1. Tests of materials shall be performed by an independent testing agency.
  - 2. Strength tests of complete boxes and covers shall be by an independent testing agency or manufacturer. A qualified registered professional engineer shall certify tests by manufacturer.
  - 3. Testing machine pressure gages shall have current calibration certification, complying with ISO 9000 and ISO 10012, and traceable to NIST standards.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Coordinate layout and installation of duct, duct bank, manholes, handholes, and boxes with final arrangement of other utilities, site grading, and surface features as determined in the field. Notify Architect if there is a conflict between areas of excavation and existing structures or archaeological sites to remain.
- B. Coordinate elevations of duct and duct-bank entrances into manholes, handholes, and boxes with final locations and profiles of duct and duct banks, as determined by coordination with other utilities, underground obstructions, and surface features. Revise locations and elevations as required to suit field conditions and to ensure that duct and duct bank will drain to manholes and handholes, and as approved by Architect.
- C. Clear and grub vegetation to be removed, and protect vegetation to remain according to Section 31 10 00 "Site Clearing." Remove and stockpile topsoil for reapplication according to Section 31 10 00 "Site Clearing."

### 3.2 UNDERGROUND DUCT APPLICATION

- A. Duct for Electrical Branch Circuits: Type EPC-80-PVC RNC, direct-buried unless otherwise indicated.
- B. Bored Underground Duct: Type EPEC-80-HDPE unless otherwise indicated.
- C. Stub-ups: Concrete-encased RNC.

### 3.3 UNDERGROUND ENCLOSURE APPLICATION

#### A. Handholes and Boxes for 600 V and Less:

1. Units in Roadways and Other Deliberate Traffic Paths: Precast concrete. AASHTO HB 17, H-20 structural load rating.
2. Units in Driveway, Parking Lot, and Off-Roadway Locations, Subject to Occasional, Nondeliberate Loading by Heavy Vehicles: Precast concrete, AASHTO HB 17, H-20 Polymer concrete, or SCTE 77, Tier 15 structural load rating.
3. Cover design load shall not exceed the design load of the handhole or box.

### 3.4 EARTHWORK

- A. Excavation and Backfill: Comply with Section 31 20 00 "Earth Moving," but do not use heavy-duty, hydraulic-operated, compaction equipment.
- B. Restoration: Replace area after construction vehicle traffic in immediate area is complete.
- C. Restore surface features at areas disturbed by excavation, and re-establish original grades unless otherwise indicated. Replace removed sod immediately after backfilling is completed.
- D. Restore areas disturbed by trenching, storing of dirt, cable laying, and other work. Restore vegetation and include necessary topsoiling, fertilizing, liming, seeding, sodding, sprigging, and mulching. Comply with Section 32 92 00 "Turf and Grasses"

### 3.5 GROUNDING

- A. Ground underground ducts and utility structures according to Section 26 05 26 "Grounding and Bonding for Electrical Systems."

### 3.6 CLEANING

- A. Pull leather-washer-type duct cleaner, with graduated washer sizes, through full length of duct until duct cleaner indicates that duct is clear of dirt and debris. Follow with rubber duct swab for final cleaning and to assist in spreading lubricant throughout ducts.

END OF SECTION 26 05 43

## SECTION 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.01 RELATED DOCUMENTS

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

#### 1.02 SUMMARY

- A. Section Includes:
  - 1. Identification for conductors.
  - 2. Underground-line warning tape.
  - 3. Equipment identification labels.

#### 1.03 SUBMITTALS

- A. Product Data: For each electrical identification product indicated.
- B. Samples: For each type of label and sign to illustrate size, colors, lettering style, mounting provisions, and graphic features of identification products.
- C. Identification Schedule: An index of nomenclature of electrical equipment and system components used in identification signs and labels.

#### 1.04 QUALITY ASSURANCE

- A. Comply with ANSI A13.1 and IEEE C2.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

#### 1.05 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.
- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.

- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing acoustical ceilings and similar concealment.

## PART 2 - PRODUCTS

### 2.01 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- C. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- D. Write-On Tags: Polyester tag, 0.015-inch thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
  - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
  - 2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

### 2.02 UNDERGROUND-LINE WARNING TAPE

- A. Tape:
  - 1. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.
  - 2. Printing on tape shall be permanent and shall not be damaged by burial operations.
  - 3. Tape material and ink shall be chemically inert, and not subject to degrading when exposed to acids, alkalis, and other destructive substances commonly found in soils.
- B. Color and Printing:
  - 1. Comply with ANSI Z535.1 through ANSI Z535.5.
  - 2. Inscriptions for Red-Colored Tapes: ELECTRIC LINE, HIGH VOLTAGE.
  - 3. Inscriptions for Orange-Colored Tapes: COMMUNICATIONS CABLE.
- C. Tag: Type ID:
  - 1. Detectable three-layer laminate, consisting of a printed pigmented polyolefin film, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core, bright-colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
  - 2. Overall Thickness: 5 mils
  - 3. Foil Core Thickness: 0.35 mil
  - 4. Weight: 28 lb/1000 sq. ft. 3-Inch Tensile According to ASTM D 882: 70 lbf and 4600 psi

- D. Tag: Type IID:
1. Reinforced, detectable three-layer laminate, consisting of a printed pigmented woven scrim, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core, bright-colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
  2. Overall Thickness: 8 mils
  3. Foil Core Thickness: 0.35 mil
  4. Weight: 34 lb/1000 sq. ft.3-InchTensile According to ASTM D 882: 300 lbf and 12,500 psi

## 2.03 CABLE TIES

- A. General-Purpose Cable Ties: Fungus inert, self extinguishing, one piece, self locking, Type 6/6 nylon.
1. Minimum Width: 3/16-inch
  2. Tensile Strength at 73 degree F According to ASTM D 638: 12,000 psi
  3. Temperature Range: Minus 40 to plus 185 degree F
  4. Color: Black except where used for color-coding.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- F. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-footmaximum intervals in straight runs, and at 25-footmaximum intervals in congested areas.
- G. Aluminum Wraparound Marker Labels and Metal Tags: Secure tight to surface of conductor or cable at a location with high visibility and accessibility.
- H. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:
1. Outdoors: UV-stabilized nylon.
- I. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade. Use multiple tapes

where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches overall.

### 3.02 IDENTIFICATION SCHEDULE

- A. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and hand holes, use color-coding conductor tape to identify the phase.
  - 1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded feeder and branch-circuit conductors.
    - a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
    - b. Colors for 208/120-V Circuits:
      - 1) Phase A: Black.
      - 2) Phase B: Red.
      - 3) Phase C: Blue.
    - c. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- B. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
- C. Conductors to Be Extended in the Future: Attach write-on tags or marker tape to conductors and list source.
- D. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
  - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
  - 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
  - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.
- E. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.
  - 1. Install underground-line warning tape for both direct-buried cables and cables in raceway..
- F. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.

END OF SECTION 26 05 53

## SECTION 26 56 13 - LIGHTING POLES AND STANDARDS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Poles and accessories for support of luminaires.

#### 1.3 DEFINITIONS

- A. EPA: Equivalent projected area.
- B. Luminaire: Complete luminaire, including fixture housing and lamp.
- C. Pole: Luminaire-supporting structure, including tower used for large-area illumination.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each pole, accessory, and luminaire-supporting and -lowering device, arranged as indicated.
  - 1. Include data on construction details, profiles, EPA, cable entrances, materials, dimensions, weight, rated design load, and ultimate strength of individual components.
  - 2. Include finishes for lighting poles and luminaire-supporting devices.
  - 3. Anchor bolts.
  - 4. Manufactured pole foundations.
- B. Shop Drawings:
  - 1. Include plans, elevations, sections, and mounting and attachment details.
  - 2. Include details of equipment assemblies. Indicate dimensions, weights, loads, and required clearances, method of field assembly, components, and location and size of each field connection.
  - 3. Detail fabrication and assembly of poles and pole accessories.
  - 4. Foundation construction details, including material descriptions, dimensions, anchor bolts, support devices, and calculations, signed and sealed by a professional engineer licensed in the state of installation.
  - 5. Anchor bolt templates keyed to specific poles and certified by manufacturer.
  - 6. Method and procedure of pole installation. Include manufacturer's written installations.



- C. Samples: For each exposed lighting pole, standard, and luminaire-supporting device and for each color and texture specified.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Pole and Support Component Certificates: Signed by manufacturers of poles, certifying that products are designed for indicated load requirements according to AASHTO LTS-6-M and that load imposed by luminaire and attachments has been included in design. The certification shall be based on design calculations signed and sealed by a professional engineer.
- B. Qualification Data: For testing agency.
- C. Material Test Reports:
  - 1. For each foundation component, by a qualified testing agency.
  - 2. For each pole, by a qualified testing agency.
- D. Source quality-control reports.
- E. Field quality-control reports.
- F. Sample Warranty: Manufacturer's standard warranty.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For poles and luminaire-lowering devices to include in emergency, operation, and maintenance manuals.
  - 1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include pole inspection and repair procedures.

#### 1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Pole repair materials.

#### 1.8 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM C 1093 for foundation testing.

#### 1.9 DELIVERY, STORAGE, AND HANDLING

- A. Store poles on decay-resistant skids at least 12 inches above grade and vegetation. Support poles to prevent distortion and arrange to provide free air circulation.
- B. Retain factory-applied pole wrappings on fiberglass poles until right before pole installation. Handle poles with web fabric straps.
- C. Retain factory-applied pole wrappings on metal poles until right before pole installation. Handle poles with web fabric straps.

## 1.10 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of pole(s) that fail in materials or workmanship; that corrode; or that fade, stain, perforate, erode, or chalk due to effects of weather or solar radiation within a specified warranty period. Manufacturer may exclude lightning damage, hail damage, vandalism, abuse, or unauthorized repairs from special warranty period.
  - 1. Warranty Period: 25 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design pole foundation and pole power system.
- B. Structural Characteristics: Comply with AASHTO LTS-6-M.
- C. Dead Load: Weight of luminaire and its horizontal and vertical supports, lowering devices, and supporting structure, applied according to AASHTO LTS-6-M.
- D. Live Load: Single load of 500 lbf distributed according to AASHTO LTS-6-M.
- E. Ice Load: Load of 3 lbf/sq. ft., applied according to AASHTO LTS-6-M for applicable areas on the Ice Load Map.
- F. Wind Load: Pressure of wind on pole and luminaire, calculated and applied according to AASHTO LTS-6-M.
  - 1. Basic wind speed for calculating wind load for poles 50 feet high or less is 90 mph.
    - a. Wind Importance Factor: 1.0.
    - b. Minimum Design Life: 25 years.
    - c. Velocity Conversion Factor: 1.0.
- G. Strength Analysis: For each pole, multiply the actual EPA of luminaires and brackets by a factor of 1.1 to obtain the EPA to be used in pole selection strength analysis.
- H. Luminaire Attachment Provisions: Comply with luminaire manufacturers' mounting requirements. Use stainless-steel fasteners and mounting bolts unless otherwise indicated.

### 2.2 FIBERGLASS POLES

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - 1. Shakespeare.
- B. Poles:

1. Designed specifically for supporting luminaires, with factory-formed cable entrance and handhole.
  2. Not less than 65 percent by weight of fiberglass roving, with resin and pigment making up the remainder.
  3. Roving shall be continuously applied with uniform tension, with multiple layers placed to meet axial and compressive strength requirements.
  4. Shape: Round, tapered
  5. Mounting Provisions: Butt flange for bolted mounting on foundation or breakaway support.
  6. Resin Color: Black uniform coloration throughout entire wall thickness.
  7. Surface Finish: Smooth and uniform along surface of pole.
  8. Paint Finish: Pigmented polyurethane, with a minimum dry film thickness of 1.5 mils. Polyurethane may be omitted if the surface layer of the pole is inherently UV inhibited.
- C. Mast Arms: Fiberglass Single-arm type, continuously welded to pole attachment plate. Material and finish same as plate. Adaptor plate shall be steel hot-dip galvanized according to ASTM A 153 or 6061-T6 aluminum encased within fiberglass roving, allowing the mast arm adaptor to be bolted to the pole.
- D. Brackets for Luminaires: Detachable, cantilever, without underbrace.
1. Adaptor fitting: Steel, hot-dip galvanized according to ASTM A 153, or 6061-T6 aluminum, permanently bonded within fiberglass roving, allowing the bracket to be bolted to the pole-mounted adapter. Bolt together with galvanized-steel bolts; use anti-seize compound when bolting dissimilar metals.
  2. Cross Section: Tapered oval, with straight tubular end section to accommodate luminaire. Match pole material and finish.
- E. Pole-Top Tenons: Steel, hot-dip galvanized according to ASTM A 153, or 6061-T6 aluminum, permanently bonded to the fiberglass shaft. Fabricated to support luminaire or luminaires and brackets indicated.
- F. Fasteners: Galvanized steel, size and type as determined by manufacturer. Corrosion-resistant items compatible with support components.
1. Materials: Compatible with poles and standards as well as the substrates to which poles and standards are fastened and shall not cause galvanic action at contact points.
  2. Anchor Bolts, Leveling Nuts, Bolt Caps, and Washers: Hot-dip galvanized after fabrication unless otherwise indicated.
- G. Handhole: Oval shaped, with minimum clear opening of 2-1/2 by 5 inches, with cover secured by stainless-steel captive screws.
- H. Grounding: Bare, stranded copper, suspended inside of pole, connected to luminaire(s), ground lug near handhole and ground rod.
- I. Grounding and Bonding Lugs: Bolted 1/2-inch threaded lug, complying with requirements in Section 260526 "Grounding and Bonding for Electrical Systems," listed for attaching grounding and bonding conductors of type and size listed in that Section, and accessible through handhole.
- J. Anchor Base: Integral galvanized steel or aluminum casting, enclosing and permanently bonded to the exterior of the fiberglass shaft.

## 2.3 MOUNTING HARDWARE

- A. Anchor Bolts: Manufactured to ASTM F 1554, Grade 55, with a minimum yield strength of 55,000 psi.
  - 1. Galvanizing: Hot dip galvanized according to ASTM A 153, Class C.
  - 2. Headed rods size per manufacture requirements.
  - 3. Threading: Uniform National Coarse, Class 2A.

## 2.4 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine poles, luminaire-mounting devices, lowering devices, and pole accessories before installation. Components that are scratched, dented, marred, wet, moisture damaged, or visibly damaged are considered defective.
- C. Examine roughing-in for foundation and conduit to verify actual locations of installation.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 POLE INSTALLATION

- A. Alignment: Align pole foundations and poles for optimum directional alignment of luminaires and their mounting provisions on pole.
- B. Clearances: Maintain the following minimum horizontal distances of poles from surface and underground features unless otherwise indicated on drawing.
  - 1. Fire Hydrants and Water Piping: 60 inches.
  - 2. Water, Gas, Electric, Communications, and Sewer Lines: 10 feet.
  - 3. Trees: 15 feet from tree trunk.
- C. Concrete Pole Foundations: Set anchor bolts according to anchor-bolt templates furnished by pole manufacturer. Concrete materials, installation, and finishing requirements are specified in Section 033000 "Cast-in-Place Concrete."

- D. Foundation-Mounted Poles: Mount pole with leveling nuts and tighten top nuts to torque level according to pole manufacturer's written instructions.
  - 1. Use anchor bolts and nuts selected to resist seismic forces defined for the application and approved by manufacturer.
  - 2. Grout void between pole base and foundation. Use nonshrink or expanding concrete grout firmly packed to fill space.
  - 3. Install base covers unless otherwise indicated.
  - 4. Use a short piece of 1/2 -inch diameter pipe to make a drain hole through grout. Arrange to drain condensation from interior of pole.
  
- E. Poles and Pole Foundations Set in Concrete-Paved Areas: Install poles with a minimum 6-inch-wide, unpaved gap between the pole or pole foundation and the edge of the adjacent concrete slab. Fill unpaved ring with pea gravel. Insert material to a level 1 inch below top of concrete slab.
  
- F. Raise and set pole using web fabric slings (not chain or cable) at locations indicated by manufacturer.

### 3.3 CORROSION PREVENTION

- A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum using insulating fittings or treatment.

### 3.4 GROUNDING

- A. Ground Nonmetallic Poles and Support Structures: Comply with requirements in Section 260526 "Grounding and Bonding for Electrical Systems."
  - 1. Install grounding conductor and conductor protector.
  - 2. Ground metallic components of pole accessories and foundation.

### 3.5 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

END OF SECTION 265613

## SECTION 26 56 19 - LED EXTERIOR LIGHTING

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Exterior solid-state luminaires that are designed for and exclusively use LED lamp technology.
2. Luminaire supports.

#### 1.2 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color rendering index.
- C. Fixture: See "Luminaire."
- D. IP: International Protection or Ingress Protection Rating
- E. Lumen: Measured output of lamp and luminaire, or both.
- F. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of luminaire.
- B. Shop Drawings: For nonstandard or custom luminaires.
  1. Include plans, elevations, sections, and mounting and attachment details.
  2. Include details of luminaire assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  3. Include diagrams for power, signal, and control wiring.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Plans, drawn to scale and coordinated.
- B. Seismic Qualification Certificates: For luminaires, accessories, and components, from manufacturer.
- C. Product Certificates: For each type of the following:
  1. Luminaire.
- D. Sample warranty.

## 1.5 CLOSEOUT SUBMITTALS

### A. Operation and maintenance data.

1. Provide a list of all lamp types used on Project. Use ANSI and manufacturers' codes.
2. Provide a list of all photoelectric relay types used on Project; use manufacturers' codes.

## 1.6 FIELD CONDITIONS

### A. Mark locations of exterior luminaires for approval by Architect prior to the start of luminaire installation.

## 1.7 WARRANTY

### A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.

1. Warranty Period: 10 year(s) from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

### 2.2 LUMINAIRE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. NRTL Compliance: Luminaires shall be listed and labeled for indicated class and division of hazard by an NRTL.
- C. FM Global Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by FM Global.
- D. UL Compliance: Comply with UL 1598 and listed for wet location.
- E. Lamp base complying with ANSI C81.61.
- F. CRI of minimum 70. CCT as indicated by model on plans.
- G. L70 lamp life of 100,000 hours.
- H. Nominal Operating Voltage: 120 V ac. Field verify
- I. Lamp Rating: Lamp marked for outdoor use and in enclosed locations.
- J. Source Limitations: Obtain luminaires from single source from a single manufacturer.
- K. Source Limitations: For luminaires, obtain each color, grade, finish, type, and variety of luminaire from single source with resources to provide products of consistent quality in appearance and physical properties.

## 2.3 LUMINAIRE TYPES

- A. As scheduled on drawings.

## 2.4 MATERIALS

- A. Metal Parts: Free of burrs and sharp corners and edges.
- B. Sheet Metal Components: Corrosion-resistant aluminum. Form and support to prevent warping and sagging.
- C. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lenses.
- D. Diffusers and Globes:
  - 1. Acrylic Diffusers: 100 percent virgin acrylic plastic, with high resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
  - 2. Glass: Annealed crystal glass unless otherwise indicated.
  - 3. Lens Thickness: At least 0.125 inch minimum unless otherwise indicated.
- E. Lens and Refractor Gaskets: Use heat- and aging-resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.
- F. Housings:
  - 1. Rigidly formed, weather- and light-tight enclosure that will not warp, sag, or deform in use.
  - 2. Provide filter/breather for enclosed luminaires.

## 2.5 FINISHES

- A. Variations in Finishes: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- B. Luminaire Finish: Manufacturer's standard paint applied to factory-assembled and -tested luminaire before shipping. Where indicated, match finish process and color of pole or support materials.
- C. Factory-Applied Finish for Aluminum Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
  - 1. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
  - 2. Natural Satin Finish: Provide fine, directional, medium satin polish (AA-M32); buff complying with AA-M20 requirements; and seal aluminum surfaces with clear, hard-coat wax.



3. Class I, Clear-Anodic Finish: AA-M32C22A41 (Mechanical Finish: Medium satin; Chemical Finish: Etched, medium matte; Anodic Coating: Architectural Class I, clear coating 0.018 mm or thicker) complying with AAMA 611.
4. Class I, Color-Anodic Finish: AA-M32C22A42/A44 (Mechanical Finish: Medium satin; Chemical Finish: Etched, medium matte; Anodic Coating: Architectural Class I, integrally colored or electrolytically deposited color coating 0.018 mm or thicker), complying with AAMA 611.
  - a. Color: As selected by Architect.

## 2.6 LUMINAIRE SUPPORT COMPONENTS

- A. Provide mounting accessories appropriate for mounting to proposed poles.

## PART 3 - EXECUTION

### 3.1 GENERAL INSTALLATION REQUIREMENTS

- A. Comply with NECA 1.
- B. Use fastening methods and materials selected to resist seismic forces defined for the application and approved by manufacturer.
- C. Fasten luminaire to structural support.
- D. Supports:
  1. Sized and rated for luminaire weight.
  2. Able to maintain luminaire position after cleaning and relamping.
  3. Support luminaires without causing deflection of finished surface.
  4. Luminaire-mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and a vertical force of 400 percent of luminaire weight.
- E. Wiring Method: Install cables in raceways. Conceal raceways and cables.
- F. Install luminaires level, plumb, and square with finished grade unless otherwise indicated.
- G. Coordinate layout and installation of luminaires with other construction.
- H. Comply with requirements in Section 26 05 19 "Low-Voltage Electrical Power Conductors and Cables" and 260543 "Underground Ducts and for Electrical Systems" for wiring connections and wiring methods.

### 3.2 CORROSION PREVENTION

- A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum by insulating fittings or treatment.
- B. Steel Conduits: Comply with Section 26 05 43 "Underground Ducts and Raceways for Electrical Systems." In concrete foundations, wrap conduit with 0.010-inch-thick, pipe-wrapping plastic tape applied with a 50 percent overlap.

### 3.3 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 26 05 53 "Identification for Electrical Systems."

### 3.4 FIELD QUALITY CONTROL

- A. Inspect each installed luminaire for damage. Replace damaged luminaires and components.
- B. Verify photocell operation for each light. The latest starting light should come on within 15 minutes of the first light. Replace/revise photocells to achieve this timeframe.
- C. Luminaire will be considered defective if it does not pass tests and inspections.

### 3.5 DEMONSTRATION

- A. Train Owner's maintenance personnel to adjust, operate, and maintain luminaires.

END OF SECTION 26 56 19

## SECTION 31 10 00 - SITE CLEARING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

##### A. Section Includes:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation that is identified on plans to be removed.
3. Disposal of materials to be removed from site.

##### B. Related Sections:

1. Division 01 Section "Temporary Facilities and Controls" for temporary erosion and sedimentation-control measures.
2. Division 01 Section "Execution" for field engineering and surveying.

#### 1.3 DEFINITIONS

- A. Vegetation: Trees under 6" diameter at breast height, brush, shrubs, berm, flower beds, planters, groundcovers, grass, and other plants.

#### 1.4 MATERIAL OWNERSHIP

- A. Cleared materials shall either be salvaged and become property of the landowner adjacent to the ROW or, if directed by Engineer, will become Contractor's property and shall be removed from Project site and disposed of in an acceptable off-site location, at cost to Contractor.

#### 1.5 SUBMITTALS (Not used)

#### 1.6 QUALITY ASSURANCE

- A. Pre-installation Conference: Conduct conference at Project site.

1. Review methods and procedures to maintain sensitive natural features.

#### 1.7 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

1. Do not close or obstruct streets, walks, driveways or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.

2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Utility Locator Service: Notify MISS DIG for area where Project is located before site clearing. Provide a minimum of three full working days advance notification.
- C. The following practices are prohibited within protection zones, the 100-year floodplain, and surrounding wetlands:
1. Storage of construction materials, debris, or excavated material.
  2. Parking vehicles or equipment.
  3. Foot traffic.
  4. Erection of sheds or structures.
  5. Impoundment of water.
  6. Excavation or other digging unless otherwise indicated.
  7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- D. Do not direct vehicle or equipment exhaust towards protection zones, the 100-year floodplain, and surrounding wetlands.
- E. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones, the 100-year floodplain, and surrounding wetlands.

## PART 2 - EXECUTION

### 2.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. All vegetation including trees, brush, shrubs, and other vegetation outside the work zone limits is to be protected and remain in place. Vegetation and trees within the work zone may or may not be subject to removal as shown on plans, and depending on actual impact to the work zone. This includes impact from excavation, equipment, and staging. A final review and determination of specific locations of vegetation / trees / shrubs, etc. within work zone to be removed or protected shall be evaluated with Engineer prior to construction. Restoration of grass areas with seed and mulch as well as restoration of all landscape areas to original condition are included in the Restoration pay item of the contract.
- C. Protect existing site improvements to remain including curbs, pavement, and utilities from damage during construction.
1. Restore damaged improvements to their original condition, as acceptable to Owner.

### 2.2 TREE AND PLANT PROTECTION

- A. Protect all trees, shrubs, and other vegetation where removal is not indicated on the plans.

- B. Repair or replace trees, shrubs, and other vegetation that are damaged by construction operations, in a manner approved by Engineer.
- C. Owner shall provide branch trimming prior to construction operations for any overhanging or at-risk areas.

### 2.3 TEMPORARY RELOCATION OF PLANTER BOXES

- A. Planter boxes should be temporarily relocated during construction operations where they are within the work zone, then reset in the original location after construction, as directed by the Engineer.

### 2.4 EXISTING IRRIGATION SYSTEMS

- A. Irrigation lines and heads disturbed as a result of construction shall be relocated, repaired, or replaced as necessary to meet local and MDOT Standards. Any irrigation lines or heads damaged during construction outside the defined work zone on the plans shall be replaced at the contractor's expense.

### 2.5 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 31 10 00

## SECTION 31 20 00 - EARTH MOVING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Work shall include furnishing of labor, materials, tools, equipment, accessories, and services necessary for completing the excavation for the items as shown on the contract drawings and/or as herein required. This also includes subgrade undercutting, pavement and sidewalk earthwork, complete and continual drainage of excavation, sheeting, bracing, and shoring of sides of the excavation, and the disposal of excess excavated material.

- B. Section Includes:

1. Preparing subgrades for pavements, walks, curbs, grasses and plants.
2. Excavating and backfilling for structures and foundations.
3. Subbase course for concrete walks and pavements.
4. Subsurface drainage backfill for walls and trenches.
5. Excavating and backfilling trenches for utilities and pits for buried utility structures.
6. Dewatering.

- C. Related Sections:

1. Division 02 Section "Selective Site Demolition" for removal of pavements and selected site features.
2. Division 31 Section "Site Clearing" for selected site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
3. Division 32 Section "Rigid Paving" for preparing subgrades, subbase course and base course for placing concrete pavement.
4. Division 32 Section "Turf and Grasses" for finish grading in turf and grass areas, including preparing and placing planting soil for turf areas.

#### 1.3 DEFINITIONS

- A. Base Course: Aggregate layer placed between the subbase course and paving.
- B. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill as approved by the Engineer.
- C. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
  2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
  3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
- D. Fill: Soil materials used to raise existing grades.
- E. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- F. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- 1.4 SUBMITTALS (not used)
- 1.5 QUALITY ASSURANCE (not used)
- 1.6 PROJECT CONDITIONS
- A. Traffic: Minimize interference with adjoining roads, streets, walks, driveways and other adjacent occupied or used facilities during earth moving operations.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Utility Locator Service: Notify MISS DIG for area where Project is located before beginning earth moving operations. Provide a minimum of three full working days advance notification.
- C. Do not commence earth-moving operations until temporary erosion- and sedimentation-control measures are in place.
- D. The following practices are prohibited within protection zones, 100-year floodplain and wetlands:
1. Storage of construction materials, debris, or excavated material.
  2. Parking vehicles or equipment.
  3. Foot traffic.
  4. Erection of sheds or structures.
  5. Impoundment of water.
  6. Excavation or other digging unless otherwise indicated.

- 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- E. Do not direct vehicle or equipment exhaust towards protection zones, 100-year floodplain and wetlands.
- F. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones, 100-year floodplain and wetlands.

## PART 2 - PRODUCTS

### 2.1 SUBGRADE BACKFILL

- A. Granular Material Class II in accordance with the 2012 MDOT Standard Specifications for Construction.

### 2.2 SOIL MATERIALS - GENERAL

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

### 2.3 BEDDING

- A. Sand shall be a sharp, clean sand free of lumps of clay or debris with 100 percent passing a 3/8-inch sieve and less than 10 percent loss by wash.
- B. Bedding material shall be provided from offsite unless the trench passes through a well-defined strata of sand or gravel. Bedding material shall be subject to the approval of the Engineer.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, protection zones, 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.

### 3.2 METHODS OF EXCAVATION IN EARTH

- A. All excavation shall be by open cut from the surface.

### 3.3 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
- B. Excavations at Edges of Tree- and Plant-Protection Zones:



1. Excavate by hand to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.

### 3.4 EXCAVATION FOR WALKS, PAVEMENTS AND ROADWAYS

- A. Excavate surfaces under walks and pavements to indicated lines, cross-sections, elevations, and subgrades.
- B. Earthwork shall be performed in accordance with the construction methods that are described in Section 205 of the 2012 MDOT Standard Specifications for Construction unless otherwise called for in the plan notes, details, or supplemental specifications.

### 3.5 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
  1. Place base course material over subbase course under pavement.
  2. Shape subbase course and base course to required crown elevations and cross-slope grades.
  3. Place subbase course and base course 6 inches or less in compacted thickness in a single layer.
  4. Place subbase course and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
  5. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698 and ASTM D 1557.

### 3.6 SUBGRADE INSPECTION

- A. Notify Engineer when excavations have reached required subgrade elevation.
- B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

### 3.7 UNAUTHORIZED EXCAVATION

1. Fill unauthorized excavation with material approved by the Engineer at no additional cost to the Owner.

### 3.8 PAVEMENT CUTS

- A. Where an excavation must be made under pavement, driveway, or sidewalk, particular care shall be taken to avoid unnecessary damage to adjoining areas of the pavement, driveway or sidewalk. All cuts through existing surfaces shall be made full-depth with a concrete saw. Cuts in concrete pavement shall be made parallel with longitudinal and transverse construction or contraction joints.
- B. Saw cuts in concrete pavement shall not be nearer than five feet (5'-0") to a transverse joint, to the centerline of pavement, or to the edge of pavement or curb, i.e., no existing or replacement pavement shall be less than five feet (5'-0") in width. If the damaged pavement or surfacing is nearer than five feet (5'-0") to a joint or centerline of pavement, or to edge of pavement, surfacing or curb, removal and replacement shall be extended to said joint, centerline, edge of pavement, surfacing, or curb. These same requirements shall apply to the saw cutting and replacement of concrete driveways.
- C. If a square or block of sidewalk is cut, broken, or cracked, the entire square or block shall be removed and replaced.

### 3.9 EXCAVATION AND TRENCH DEWATERING

- A. The Contactor shall maintain any excavation or trench free of water during construction of any foundations, structures and/or conduit. Water accumulated due to rainfall or runoff and minor groundwater inflow that can be controlled through the use of portable trash, submersible or positive displacement pumps shall be considered normally expected and anticipated conditions associated with underground construction. This effort will be considered as included in the cost of construction and will not be reimbursable at the unit price bid for dewatering items in the bid form.
- B. The required use of deep wells and/or well points to lower and maintain a reduction in the groundwater elevation below the trench bottom shall be subject to approval of the Engineer and shall constitute a reimbursable expense for trench or excavation dewatering. If pay item(s) for dewatering is included in the bid form, then the Contractor would receive payment for this work based upon the unit bid price. If there are no provisions in the contract for payment for dewatering (i.e. provisions for dewatering included in other pay items), then the Contractor shall submit a detailed estimate of the additional cost. Upon acceptance of the Contractor's estimate, the Engineer shall issue a change order. The Contractor must demonstrate that a continuous effort is required to control hydrostatic pressure in the construction area in order to claim compensation for dewatering, not already outlined in the bid items.
- C. The Contractor shall take adequate precautions to control the discharge of dewatering pumps to prevent soil erosion or sedimentation of drainage ditches, structures, storm sewers, culverts, natural drainage courses, ponds, lakes or wetlands.
- D. The Contractor shall insure that discharge from any dewatering operations has a suitable outlet and that it will not cause any damage to adjacent dwellings or property. Water and discharge hoses shall be placed and/or controlled to prevent a hazard to pedestrians or motor vehicles passing in the vicinity of the construction site.
- E. Electric pumps shall have suitable power supply and appurtenances meeting NEC requirements and properly fused and grounded to prevent electrical shock hazards to on-site personnel.
- F. Internal combustion engine driven pumps, if operated 24 hours per day, shall have adequate exhaust silencers in good repair to muffle engine noise to an acceptable level for the area where located. Noise restrictions shall follow local ordinances in all cases, and it is the sole responsibility of the Contractor to meet these requirements.

### 3.10 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.
  2. Do not store in protection zones, 100-year floodplain, or wetlands, as identified on the plans.
  3. Store stockpiled materials only in areas approved by the Engineer as part of the project, or other areas meeting the above criteria that are secured by the Contractor on private property, through agreement with the property owner. The Owner may request copies of agreements to verify legal use of off-site or private properties.

### 3.11 TRANSPORT OF NATIVE MATERIALS OFFSITE

- A. If the Contractor encounters good materials (sand, gravel, topsoil, etc.) during the course of construction, he shall not be allowed to transport these materials offsite without the written approval of the Engineer. Wherever possible, suitable native sands and gravels shall be used as backfill rather than transporting them offsite and replacing them with non-native materials of a lesser quality.

### 3.12 DISPOSAL OF EXCAVATED MATERIAL

- A. After all suitable excavated material has been used on site, the CONTRACTOR shall be responsible for properly removing and disposing of the excess.
1. The CONTRACTOR shall also be responsible for disposing of all other excavated materials that are unsuitable for use as fill or backfill. Unsuitable materials may include, but are not limited to, broken concrete, asphalt, rock, stone, brick and other related debris. The CONTRACTOR shall be required to obtain his own disposal areas and permits and shall receive no additional compensation for this disposal work.
  2. Surplus or unsuitable material shall not be disposed of either temporarily or permanently beyond the plan work zone limits or across any wetland or flood plain unless the plans provide for such placement.
  3. Any agreements that the CONTRACTOR makes with local residents concerning the placement of fill on private property shall be the sole responsibility of the CONTRACTOR. The OWNER will not become involved with any such agreements and will not be liable for damages that the CONTRACTOR may cause to private property.
  4. Placement of fill on private property may require that the resident or CONTRACTOR obtain a grading permit or fill permit from the OWNER.

### 3.13 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
1. Provide a smooth transition between adjacent existing grades and new grades.
  2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

3. Scarify existing base or subbase material where indicated in light duty pavement areas. Some of these areas may require additional base material as necessary to meet requirements of proposed cross section, or as directed by Engineer.

- B. Final Cleanup and Grading: Upon completion of the construction, and before final payment is made, the Contractor shall restore the working area to as clean a condition as existed before the Contractor's operations were started. The Contractor shall go over the entire line and refill any place that may have settled. The Contractor shall then re-grade and put in shape all backfilled trenches, all fills that may have been made from excess excavated materials, and all other areas that may have been disturbed through all operations.

### 3.14 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
  1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
  2. Determine that fill material and maximum lift thickness comply with requirements.
  3. Determine, at the required frequency, that in-place density of compacted fill complies with requirements.
- B. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

### 3.15 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.
  1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
- 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.

### 3.16 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.

### 3.17 CONTACTOR SAFETY REQUIREMENTS

- A. The excavation and trenching operations shall be conducted by the CONTRACTOR in a manner that will provide safe working conditions for all persons on the site who may be affected by the Work. The CONTRACTOR shall also conduct its operations in a manner that will protect adjacent property from damage.
- B. Excavation sides shall be either cut back to the slope as necessitated by soil and ground water conditions which will provide stable sides, or supporting systems shall be installed that are capable of restraining the earth sides from movement. A qualified employee of the CONTRACTOR shall design the trench supporting systems.
- C. The CONTRACTOR shall employ, at all times at the site of the work, a qualified person who will be responsible for the safety of both the work and work staff. This person will make all the decisions relevant to the stability of trenches, the adequacy of any protective devices, proper operation of equipment, and all other matters related to safety.
- D. The CONTRACTOR shall not store, along and adjacent to the trench, excavated material, heavy equipment, backfill materials, light poles, or other construction materials which may impose too great a load on the earth and cause displacement or caving of the earth. The CONTRACTOR shall at all times, provide a safe means of emergency exit from all trench excavations.

END OF SECTION 31 20 00

## SECTION 32 11 00 – GRANULAR BASE COURSES

### PART 2- GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Work shall include the furnishing of all labor, materials, tools, equipment, and services necessary for the restoration of the surfaces shown on the drawings and/or as herein required.

Disposal of excess or unsuitable materials shall be considered as part of the work. All such work shall be in accordance with the best modern practice, the Owner's standards, and as specified herein.

- B. This Section includes the following:

- 1. Granular Base Courses for drives and walks

- C. Related Sections

- 1. Division 31 Section "Earth Moving" for excavation, filling and rough grading.

#### 1.3 SUBMITTALS

- A. Prior to performing work under this section, the Contractor shall submit to the Engineer for approval his construction methods and design mixes, sieve analysis, and/or certification of compliance with the 2012 MDOT Standard Specifications for Construction except where otherwise noted.

#### 1.4 QUALITY ASSURANCE

- A. References to the MDOT Specifications shall pertain to the 2012 Standard Specifications for Construction.

### PART 2- PRODUCTS

#### 2.1 GRANULAR MATERIAL

- A. Base Course: Granular material used for base course construction shall meet the requirements of MDOT Class II sand as shown in Table 902-3 of the 2012 MDOT Standard Specifications for Construction, except that Class II shall be modified such that 100 percent passes a 2-inch square sieve and the uniformity coefficient shall be 6 or greater.

## PART 3– GENERAL

### 3.1 GRANULAR BASE COURSES

- A. When directed by the Engineer, base courses shall be placed and compacted to the thickness and width as called for on the plan details and as described in Section 302.03 of the MDOT Standard Specifications for Construction. Unless otherwise indicated in the Contract Documents, base courses shall be compacted to a minimum density of ninety-five (95) percent of the maximum unit weight.
- B. Slight variations in the depth of the base course may be necessary along the project route depending on existing conditions, existing pavement depth, and proposed top of pavement elevation as it relates to the gravel roadway or drive.

### 3.2 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. All base material shall be tested for compaction at the direction of the Engineer. Areas which fail compaction testing shall be re-compacted and rested.

END OF SECTION 32 11 00

## SECTION 32 13 00 – RIGID PAVING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Non-reinforced concrete flatwork.
  - 2. Saw cut repairs

#### 1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

#### 1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Indicate staging and traffic control for each individual project site as required to maintain access and conduct construction operations.
- C. Other Action Submittals:
  - 1. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
- D. Material Certificates: For the following, from manufacturer:
  - 1. Cementitious materials.
  - 2. Admixtures.
  - 3. Curing compounds.
  - 4. Applied finish materials.
  - 5. Bonding agent or epoxy adhesive.
  - 6. Joint fillers.
- E. Material Test Reports: For each of the following:
  - 1. Aggregates.
- F. Field quality-control reports.



## 1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
  - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
- B. Concrete Testing Service: Engage a qualified testing agency to design concrete mixtures.
- C. ACI Publications: Comply with ACI 301 unless otherwise indicated.
- D. Field material testing for conformance with project specifications during installation to be conducted by an Owner consultant.

## 1.6 PROJECT CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

## PART 2 - PRODUCTS

### 2.1 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.
  - 1. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less. Do not use notched and bent forms.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

### 2.2 CONCRETE MATERIALS

- A. Class A concrete shall be used for sidewalk and other flatwork per the City of Ann Arbor Standard Specifications.
- B. The slump for concrete to be used for flatwork (e.g., sidewalks, drive approaches) construction shall be 2-4 inches.
- C. Class A concrete shall consist of portland cement, coarse aggregate (6AA limestone), fine aggregate, and water, proportioned with 564 lbs. cement (6 sacks) per cubic yard to produce a minimum 28 day compressive strength of 3500 psi, conforming to MDOT Section 601, Grade P1. When used above ground, the air content shall be 5-7%. Occasional samples falling between 4.5% and 7.5% will be permitted. The water-cement ratio, by weight, may not exceed 0.45 for air entrained concrete, or 0.50 for non-air entrained concrete.
- D. Obtain Concrete Mix in accordance with 2012 MDOT Standard Specifications for Construction, Section 601.
- E. The concrete mix design shall be modified to meet all requirements of the Owner in regard to GGBFS cement substitution, limitations in the alkali load of the cement, and verification that fine aggregates are non-reactive, to reduce the probability for alkali-silica reactivity (ASR) in the

concrete. Mix design will be as approved by Engineer. More specifically, the following criteria shall be satisfied, unless otherwise approved by Engineer:

1. Portland cement shall contain a total cement alkali content of 0.6% or less to be documented with a recent certified mill test report.
2. Provide documentation to the Engineer that the concrete mixture does not present the potential for excessive expansion caused by alkali-silica reactivity (ASR). Provide a Test Data Certification (ASTM C-1293), for ASR testing of the fine aggregate that is proposed to be used in the concrete, from an independent testing laboratory with the latest test results (valid for 2 years from completion of testing).
3. GGBFS grade-100 is required as a partial cement substitution in concrete pavements and structures. GGBFS substitution shall range from a minimum of 25% to a maximum of 35% of total cementitious material content. GGBFS shall not be included in concrete mixtures placed after October 15, or in high early strength concrete mixtures.

## 2.3 RELATED MATERIALS

- A. Related materials such as Curing Materials, Epoxy Coated Dowel Bars and Deformed Tie Bars, and Joint Material shall be in accordance with 2012 MDOT Standard Specifications for Construction, Sections 602 and 603 for applicable construction operations related to full pavement cross section reconstruction or repair/restoration of the concrete roads.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.

### 3.2 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.

### 3.3 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

### 3.4 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
  1. When joining existing paving, place transverse joints to align with previously placed joints, unless otherwise indicated on the plans or directed by the Engineer.

- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
1. Provide tie bars at sides of paving strips where indicated.
  2. Butt Joints: Use epoxy bonding adhesive at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
  3. Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.
  4. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
1. Locate expansion joints at the extension of all property lines unless otherwise indicated.
  2. Extend joint fillers full width and depth of joint.
  3. Terminate joint filler not less than 1/2 inch, or more than 1 inch, below finished surface if joint sealant is indicated.
  4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
  5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
  6. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness to match jointing of existing adjacent concrete paving, as follows:
1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch to 3/8-inch radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate grooving-tool marks on concrete surfaces.]
    - a. Tolerance: Ensure that grooved joints are within **3 inches** either way from centers of dowels.
  2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
    - a. Tolerance: Ensure that sawed joints are within **3 inches** either way from centers of dowels.

3. Doweled Contraction Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.

- E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch to 3/8-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

### 3.5 CONCRETE PLACEMENT

- A. Concrete Sidewalk Installation Standard: Comply with the most current concrete sidewalk MDOT Standard Detail R-28 Series.
- B. Before placing concrete, inspect and complete formwork installation and items to be embedded or cast-in.
- C. Remove snow, ice, or frost from subbase surface before placing concrete. Do not place concrete on frozen surfaces.
- D. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- E. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- F. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
- G. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- H. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
  1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating dowels and joint devices.
- I. Screed paving surface with a straightedge and strike off.
- J. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- K. Cold-Weather Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:
  1. When air temperature has fallen to, or is expected to fall below, 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
  2. Do not use frozen materials or materials containing ice or snow.

3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.

L. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Fog-spray forms and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

### 3.6 FLOAT FINISHING

A. General: Do not add water to concrete surfaces during finishing operations.

B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

1. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
2. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.

### 3.7 PAVING TOLERANCES

A. Comply with tolerances in ACI 117 and as follows:

1. Elevation: 3/4 inch.
2. Thickness: Plus 3/8 inch, minus 1/4 inch.
3. Surface: Gap below 10-foot-long, unlevelled straightedge not to exceed 1/2 inch.
4. Lateral Alignment and Spacing of Dowels: 1 inch.
5. Vertical Alignment of Dowels: 1/4 inch.
6. Joint Spacing: 3 inches.
7. Contraction Joint Depth: Plus 1/4 inch, no minus.
8. Joint Width: Plus 1/8 inch, no minus.

### 3.8 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by curing compound as follows:
  - 1. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas that have been subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

### 3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
  - 1. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mixture placed each day.
    - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
  - 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
  - 3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
  - 4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when it is 80 deg F and above, and one test for each composite sample.
  - 5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
  - 6. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days.
    - a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.

- D. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer.
- G. Concrete paving will be considered defective if it does not pass tests and inspections.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- I. Prepare test and inspection reports.

### 3.10 REPAIRS AND PROTECTION

- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Engineer.
- B. Drill test cores, where directed by Engineer, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

### 3.11 CONCRETE SIDEWALK AND RAMPS

- A. Concrete sidewalks and ramps shall be constructed in accordance with the drawing details and Section 803 of the 2012 MDOT Standard Specifications for Construction. Unless otherwise called for in the details, the following sections shall apply as a minimum:
  1. Sidewalks: 4-inch concrete over 6-inch Class II sand base per City of Ann Arbor Standard Specifications.
  2. Sidewalks (at residential drive crossing): 6-inch concrete over 6-inch Class II sand base per City of Ann Arbor Standard Specifications.
  3. Sidewalks (at commercial drive crossing): 8-inch concrete over 6-inch Class II sand base per City of Ann Arbor Standard Specifications.
  4. Sidewalk ramps: 6-inch concrete over 6-inch Class II sand base per City of Ann Arbor Standard Specifications.
  5. Brick Paver Base: 4-inch concrete over 6-inch Class II sand base and as shown on City of Ann Arbor DDA Brick Paving Section Detail

END OF SECTION 32 13 00

## SECTION 32 14 00 – BRICK UNIT PAVING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Brick pavers set in a sand setting bed.

- B. Related Requirements:

- 1. Division 32 Section "Rigid Paving" for concrete base under sand setting bed.

#### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

#### 1.4 SUBMITTALS

- A. Samples: Submit one sample of each shape and color of paver for approval. Where necessary submit additional pavers showing extreme range of color and texture for specified items.

- B. Certification Reports: Submit product certification materials for each type of new brick pavers, demonstrating compliance for the following:

- 1. Compressive Strength
- 2. Flexural Strength
- 3. Absorption
- 4. Freeze/Thaw Resistance

#### 1.5 QUALITY ASSURANCE

- A. Employ one installing entity to be responsible for the finished pavement surface, including installation of the paver containment, setting bed, joint filler and setting of unit pavers, who has, in the past three years, installed at least three projects of this size or larger.

- B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.

- 1. Construct a mock-up sample of the brick paving for review and approval by the Engineer. The mock-up will be 40 square feet minimum in size, utilizing the pattern and joints required for the project. Approximately half of the mock-up will be made of new brick, and



the other half of salvaged brick. The Mock-up may be two separate areas, 20 square foot in size each. Consider the selected mock-up a minimum standard of workmanship when accepted, to be matched or bettered throughout the Project. The mock-up may be constructed as part of the Project and, if approved, will be accepted as part of the Work. However, should the Mock-up fail to meet the Engineer's approval, remove and reconstruct it until approved.

- C. Protect the Work completed under this section, adjacent work and materials against damage during progress of the Work until complete.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the job site in a timely manner so as not to delay progress of the Work.
- B. Deliver materials to the job site in their original unopened containers bearing labels clearly identifying the manufacturer's name.
- C. Suitably store materials, if necessary, in a location agreeable to the Owner and Contractor.
- D. Store the materials under cover, clear of the ground, and protected from the weather, damage, and contamination during storage.

1.7 FIELD CONDITIONS

- A. Cold-Weather Protection: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace unit paver work damaged by frost or freezing.
- B. Weather Limitations for concrete base:
  - 1. Adhere to cold and hot weather placement standards set forth in Division 32 Section "Rigid Paving".

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain each type of unit paver, joint material, and setting material from single source with resources to provide materials and products of consistent quality in appearance and physical properties.

- 2.2 Fine Aggregate Bed. Sand shall be well graded, washed sharp sand conforming to ASTM C33, and meeting the following sieve analysis gradations:

Sieve	Percent Passing
3/8 inch	100
No. 8	80-100
No. 16	50-85

No. 30	25-60
No. 50	20-30
No. 200	0-5

Use of masonry sand will not be permitted.

- 2.3 Jointing Sand. Clean, fine, sharp sand, in compliance with ASTM C144 (gradation for 1/8-inch joints). The jointing sand shall be free of organics and soluble salts or other contaminants likely to cause efflorescence. The jointing sand shall be in compliance with the following grading limits:

Sieve	Percent Passing
No. 8	95-100
No. 16	70-100
No. 30	40-75
No. 50	10-35

- 2.4 Salvaged Precast Unit Pavers/Bricks: Contractor to protect pavers and bricks from damage. Pavers/bricks to be reused shall be approved by the Engineer. If the Contractor damages pavers/bricks, then the Contractor shall be responsible for all costs to replace materials with Engineer approved replacements. At the approval of the Engineer, the Contractor may investigate replacement pavers/bricks from City stockpiles.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine surfaces indicated to receive unit paving, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Where unit paving is to be installed over waterproofing, examine waterproofing installation, with waterproofing Installer present, for protection from paving operations, including areas where waterproofing system is turned up or flashed against vertical surfaces.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Sweep concrete substrates to remove dirt, dust, debris, and loose particles.
- B. Proof-roll prepared subgrade according to requirements in Section 31 20 00 "Earth Moving" to identify soft pockets and areas of excess yielding. Proceed with unit paver installation only after deficient subgrades have been corrected and are ready to receive subbase and base course for unit pavers.

### 3.3 SAND SETTING BED

- A. The sand shall be of uniform moisture content when screeded and shall be protected against rain when stockpiled on site prior to screeding. For installation, the moisture content shall be in the range of 4 to 8 percent.
- B. Spreading: The bedding sand shall be spread loose in a uniform layer to give a depth after compaction of the paving units of a maximum 3/4 inch thickness as required to achieve design grades.

### 3.4 SCREEDING OF PAVER SETTING BED

- A. The spread sand shall be carefully maintained in a loose condition and protected against pre-compaction by traffic or rain both prior to and following screeding. Sand shall be lightly screeded in a loose condition to predetermined depth. Under no circumstances shall the sand be screeded in advance of the laying face to an extent to which paving will not be completed on that day. Any screeded sand which is precompacted prior to laying of paving unit shall be brought back to profile in a loose condition. Neither pedestrian nor vehicular traffic shall be permitted on the screeded sand.
- B. The Contractor shall screed the bedding sand using either an approved mechanical spreader or by the use of screed guides and boards.

### 3.5 PLACING BRICKS/PAVERS

- A. Pavers with chips, cracks, voids, discolorations or other defects shall not be installed.
- B. Pattern: The pavers shall be laid in the pattern per City of Ann Arbor Standards or as directed by the Engineer.
- C. Color Blending: Paving units shall be installed from a minimum of three bundles simultaneously drawing the paver vertically rather than horizontally.
- D. Joints: Joint spacing shall be consistent and of approximately 1/8 inch unless noted otherwise. This spacing must also be provided for the first row abutting the edge restraint and/or concrete sidewalk.
- E. Alignment: String lines or chalk lines on bedding sand should be used to hold all pattern lines true.

### 3.6 CUTTING OF BRICKS/PAVERS

- A. Contractor shall make all efforts to use full bricks or curb sections to the maximum extent possible. Where cutting of brick or curb is required to achieve the desired pattern, brick and curb shall be cut to leave a clean edge to the traffic surface using a mechanical hydraulic, or guillotine cutter or masonry saw.
- B. Discontinuities in patterns will not be permitted. Lay out pavers and curbs in all areas so as to eliminate slivers at edges.

- C. Carefully place the pavers by hand in straight courses with hand-tight joints and uniform top surface. Maintain good alignment and provide the pattern indicated.
- D. Utilize radius section curb segments as supplied by manufacturer that most closely match the existing road curb radii. Where the manufacturer does not provide radius sections to match the existing road curb radii, contractor may cut curb segments in half or thirds (as directed by Engineer) to more closely follow the existing curb line.
- E. Protect newly laid pavers at all times by panels of plywood, on which the installer stands, which can be advanced as work progresses. However, keep the plywood protection in areas which will be subjected to continued movement of materials and equipment. Take these precautions to avoid depressions and protect paver alignment.
- F. If additional leveling of the pavers is required, and before sweeping in joint filler, roll with a power roller after sufficient heat has built up in the surface from several days of hot weather.
- G. Inspection of Installed Pavers: After sweeping and prior to compaction, the paved area shall be inspected by the Owner and the Engineer to ensure satisfactory color blending. Areas deemed poorly blended shall be removed and re-installed in order to achieve satisfactory color distribution.

### 3.7 COMPACTION OF PAVERS

- A. After inspection of the pavers, they shall be compacted to achieve consolidation of the sand bedding and brought to design levels and profiles by not less than three passes of a suitable plate compactor.
- B. Compaction shall be accomplished by the use of a plate compactor capable of a minimum of 5,000 pound compaction force.
- C. Initial compaction should proceed as closely as possible following installation of the paving units and prior to acceptance of any traffic or application of jointing sand.
- D. Care shall be taken not to damage pavers or surface finish during compaction.

### 3.8 JOINT TREATMENT FOR PAVERS

- A. Jointing sand shall be spread over the pavement after initial compaction has been completed. The jointing sand shall be spread as soon as is practical after initial compaction and prior to the termination of work on that day. The Contractor shall not use wet sand.
- B. The jointing sand shall be broomed to fill the joints. Excess sand shall then be removed from the pavement surface and the pavers shall be compacted again to settle the jointing sand.
- C. Repeat this operation a minimum of two times.

### 3.9 FINAL COMPACTION FOR PAVERS

- A. After jointing sand has been installed and the pavement surface swept clean, final compaction shall be accomplished by not less than two passes of the plate compactor.

- B. Final compaction should proceed as closely as possible following installation of jointing sand and prior to the acceptance of any traffic.

### 3.10 PROOF ROLLING

- A. Proof roll the completed installation with pneumatic tire equipment which replicates anticipated service traffic. Subject each individual paver to at least one passage of load.
- B. Equipment and procedures are subject to approval by the Owner and Engineer and proof rolling will be observed and recorded by the Engineer.
- C. Remove and replace units cracked or otherwise damaged by proof rolling, including inspection and repair of setting bed.

### 3.11 ALLOWABLE TOLERANCE

- A. Finished surface of pavement and curb: smooth, even, and true to the lines, grades and cross section indicated. Maximum deviation when tested with a 10- foot straightedge parallel to the centerline of the surfaced area: 1/4 inch in 10 feet.
- B. Maximum offset from flush from paver/curb surface to paver/curb surface or from paver surface to a fixed flush edge: 1/16 inch.
- C. Slope finished walk for drainage without any ponded water on the finished surface.

### 3.12 REPAIR, CLEANING AND PROTECTION

- A. Clean paver and curb surface of all debris, dirt, and sand.
- B. Remove and replace pavers which are chipped, broken, stained or otherwise damaged, or if units do not match adjoining units as intended. Provide new units to match adjoining units and install in the same manner as original units, with same joint treatment to eliminate evidence of replacement.
- C. Provide final protection of paver and curb areas in a manner acceptable to the installer, which ensures paver work being without damage or deterioration at the time of substantial completion.
- D. Warranty. Finished area shall be free of bumps or depressions, evenly graded to levels shown, and shall be guaranteed against defects of materials and workmanship for a period of two years after substantial completion.

END OF SECTION 321400

## SECTION 32 92 00 - TURF AND GRASSES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Work shall include the furnishing of all labor, materials, tools, equipment, and services necessary for the restoration of the surfaces shown on the drawings and/or as herein required.

Disposal of excess or unsuitable materials shall be considered as part of the restoration work. All such work shall be in accordance with the best modern practice, the Owner's standards, and as specified herein. In the event that these specifications conflict with those of the Owner or the controlling agency, the more stringent requirements shall govern. No permanent surface restoration shall be performed until all underground work has been approved.

- B. Section Includes:

1. Fertilizer.
2. Seeding.
3. Topsoil.
4. Mulch.
5. Irrigation Systems.

- C. Related Sections:

1. Division 31 Section "Site Clearing" for topsoil stripping and stockpiling.
2. Division 31 Section "Earth Moving" for excavation, filling and backfilling, and rough grading.

#### 1.3 DEFINITIONS

- A. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.
- B. Finish Grade: Elevation of finished surface of planting soil.
- C. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- D. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

- E. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified 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 top surface of a fill or backfill before planting soil is placed.
- G. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- H. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil, but in disturbed areas such as urban environments, the surface soil can be subsoil.
- I. Irrigation System: irrigation heads, control valves, lines, fittings, or attachments.

#### 1.4 SUBMITTALS

- A. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
  - 1. Certification of each seed mixture for grasses. Include identification of source and name and telephone number of supplier.
- B. Qualification Data: For qualified landscape Installer.
- C. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of meadows during a calendar year. Submit before expiration of required initial maintenance periods.
- D. Before the Contractor orders any restoration materials that he is proposing to use as substitutes for specified items, he shall submit details of the substitutes to the Engineer for consideration and approval.
- E. Before the Contractor orders any irrigation system materials that he is proposing to use as substitutes for specified items, he shall submit details of the substitutes to the Engineer for consideration and approval.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful meadow establishment.
  - 1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
- B. Soil-Testing Laboratory Qualifications: An independent laboratory with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
- C. Soil Analysis: For each unamended soil type, furnish soil analysis and a written report by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; deleterious material; pH; and mineral and plant-nutrient content of the soil.

1. Testing methods and written recommendations shall comply with USDA's Handbook No. 60.
  2. The soil-testing laboratory shall oversee soil sampling, with depth, location, and number of samples to be taken per instructions from Engineer. A minimum of three representative samples shall be taken from varied locations for each soil to be used or amended for planting purposes.
- D. References to the Michigan Department of Transportation (MDOT) Specifications shall pertain to the 2012 Standard Specifications for Construction.

#### 1.6 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 conformance with state and federal laws, as applicable.
- B. Bulk Materials:
1. Do not dump or store bulk materials near structures, utilities, walkways, protection zones, 100-year floodplain, wetlands and pavements, or on existing plants, as specified on plans.
  2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
  3. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.

#### 1.7 PROJECT CONDITIONS

- A. Planting Restrictions: Plant between May 15 and September 30. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of planting completion.
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

#### 1.8 MAINTENANCE SERVICE

- A. Initial Grass Maintenance Service: Provide full maintenance by skilled employees of landscape installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable grass is established, but for not less than 40 days from date of planting completion.

### PART 2 - PRODUCTS

#### 2.1 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.



- B. Seed shall meet the following requirements (percent mixture proportions by weight).
  - 1. Maintained lawn areas.
    - a. Seed: MDOT Type THM Mix (20% Perennial Rye, 30% Kentucky Blue, 50% Red Fescue) applied at 220 lbs./acre
  - 2. Fields, slopes, ditch banks, un-maintained lawn areas.
    - a. MDOT Type THV Mix (30% Perennial Rye, 15% Kentucky Blue, 45% Red Fescue, 10% Fults Salt) applied at 220 lbs./acre
- C. Seed shall have not less than 95 percent germination, not less than 85 percent pure seed, and not more than 0.5 percent weed seed.
- D. All grass seeding shall meet the requirements for purity and germination as called for in the MDOT Standard Specifications for Construction Table 917-1 for Seed Mixtures. Seed shall be delivered in durable containers which show the manufacturer's name, lot number, weight, contents, purity, and germination. Other seeding mixtures shown in MDOT Tables 816-1 and 816-2 may be used where approved by the Engineer.

## 2.2 FERTILIZERS

- A. Fertilizer shall meet the following requirements.

- 1. MDOT Class A, 176 lbs./acre

## 2.3 PLANTING SOILS

- A. Planting Soil: ASTM D 5268 topsoil, with pH range of 5.5 to 7, a minimum of 6 percent organic material content; free of stones 1-inch or larger in any dimension and other extraneous materials harmful to plant growth.
- B. Planting Soil: Existing, native surface topsoil formed under natural conditions with the duff layer retained during excavation process and stockpiled on-site. Verify suitability of native surface topsoil to produce viable planting soil. Clean soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
  - 1. Supplement with another planting soil when quantities are insufficient.

## 2.4 TOPSOIL

- A. Topsoil shall be screened and shall consist of loose black-colored soil that is suitable for the growth of grass seed. The topsoil shall be obtained from the upper layer of an existing fertile soil and be free of limbs, twigs, rocks, stones, muck, roots and debris, etc. and contain organic matter rich in nutrients with negligible clay content.
- B. Topsoil shall meet the following requirements.
  - 1. The pH range shall be from 6.0 to 7.5. Topsoil outside of this range shall be amended by the addition of pH adjusters as approved by the Engineer.
  - 2. The organic matter content shall range between 2% and 6% (by dry sample weight).
  - 3. The soil texture shall be a sandy loam, silt loam, or loam where the sand, silt, and clay contents (by dry sample weight) fall within the following ranges:

- a. Sand .....40% to 65%
- b. Silt.....25% to 60%
- c. Clay .....5% to 15%

4. The gradation shall be as follows:

<u>Sieve designation</u>	<u>% Passing</u>
1-inch screen	100
0.25-inch screen	97-100
No. 10 U.S.S. mesh sieve	95-100
No. 140 U.S.S. mesh sieve	15-35

- 5. The soil salinity as measured by the electrical conductivity of a saturated soil sample shall not exceed 2dS/m (decisiemens/meter).
- 6. Topsoil samples may be taken from stockpiles by the Engineer for submission to a testing laboratory. Topsoil that does not meet the required specifications shall be removed from the project site by the Contractor and shall be replaced with suitable topsoil that meets the testing requirements.

2.5 MULCH

- A. Loose Mulch: Mulching material shall consist of any straw or marsh hay in an air-dry condition. Hay in an air-dried condition will be permitted only when straw mulch or marsh hay is unavailable. Mulch materials shall be undamaged, rot free, clean, substantially free of weed seed and other objectionable foreign matter.
- B. Mulch blankets shall be used in all areas of surface restoration, consistent with MDOT 2012 Specifications, Section 816.H.

2.6 IRRIGATION SYSTEM

- A. Use materials that meet local building codes or MDOT Standards for irrigation system materials and construction, or to meet existing materials as requested by property owner.
- B. Any part of the irrigation system damaged by the Contractor shall be replaced in kind with new materials at no additional cost to the Owner.

PART 3 - EXECUTION

3.1 GENERAL

- A. The Contractor shall furnish and place topsoil, seed, mulch, and fertilizer for all areas that were disturbed during construction. Seed shall be installed in accordance with the seasonal limitations that are described in Section 816.03 of the MDOT Standard Specifications of Construction and MDOT Standard Detail R-100-F unless directed otherwise by the Engineer.

### 3.2 EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting performance.
  - 1. 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 soil within a planting area.
  - 2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
  - 3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
  - 4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Engineer and replace with new planting soil.

### 3.3 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, 100-year floodplain, wetlands, and plantings from damage caused by planting operations. Protect grade stakes set by others until directed to remove them.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties, walkways, 100-year floodplain and wetlands.
- C. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- D. Before planting, obtain Engineer's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

### 3.4 TOPSOIL

- A. Unless otherwise called for on the plans, a minimum of four (4) inches of topsoil shall be placed for areas that are to be restored with seeding. Topsoil shall be placed on a prepared earth bed in accordance with Section 816.03A of the MDOT Standard Specifications for Construction.
- B. The existing earth bed shall be graded such that the placement of topsoil will meet the final plan grades.

### 3.5 SEEDING

- A. Seeding shall be sown in accordance with Section 816.03C of the MDOT Standard Specifications for Construction. The application rate for the seeding shall be as specified in the Products section.

- B. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
  - 1. Do not use wet seed or seed that is moldy or otherwise damaged.
  - 2. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- C. Rake seed lightly into top 1/8-inch of soil, roll lightly, and water with fine spray.
- D. Protect seeded areas with slopes exceeding 1:4 with erosion-control blankets installed and stapled according to manufacturer's written instructions.
- E. Protect seeded areas with erosion-control mats where shown on Drawings; install and anchor according to manufacturer's written instructions.
- F. 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. Spread by hand, blower, or other suitable equipment.
  - 1. Anchor straw mulch by crimping into soil with suitable mechanical equipment.

### 3.6 MULCH

- A. Mulch shall be placed over seeded areas as called for in Section 816.03 E through H of the MDOT Standard Specifications for Construction.
- B. Mulch blankets are required in all cases, consistent with MDOT Standard Specifications, Section 816.H. Mulch blankets shall be considered as incidental to surface restoration.

### 3.7 FERTILIZER

- A. Fertilizer shall be placed in accordance with Section 816.03B of the MDOT Standard Specifications for Construction. The application rate for the fertilizer shall be as specified in the Products section.

### 3.8 IRRIGATION SYSTEM

- A. Irrigation systems shall be replaced in kind as directed by the Owner or Engineer. Installation guidelines shall meet manufacturer recommendations, MDOT Standards, or local code when required.

### 3.9 TURF MAINTENANCE

- A. It is the responsibility of the Contractor to regularly water new seed in order to establish a dense lawn of permanent grasses that is free from mounds and depressions. Any portion of a seeded area that fails to show a uniform germination, shall be re-seeded. Such re-seeding shall be at the Contractor's expense and shall continue until a dense lawn is established.
- B. Watering seed shall be considered as included in the turf establishment work.
- C. Maintain and establish grass 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 mulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.

1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.

D. Watering: Maintain temporary turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches.

1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
2. Water turf with fine spray at a minimum rate of 1-inch per week unless rainfall precipitation is adequate.

### 3.10 SATISFACTORY TURF

A. Turf installations shall meet the following criteria as determined by Engineer:

1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.

### 3.11 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by restoration work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance service period and remove after plantings are established.
- C. Remove non-degradable erosion-control measures after grass establishment period.

### 3.12 PROGRESS OF FINAL RESTORATION

- A. If in the judgment of the Owner, adequate site restoration efforts are not being expended, then the Owner will take the necessary steps to perform such restoration and shall charge the Contractor for all of the costs until proper order is restored.

### 3.13 DRAINAGE STRUCTURES, CULVERTS, and DITCHES

- A. As part of restoration, the Contractor shall be responsible for cleaning out all drainage structures, culverts, and ditches that are located within the area of construction. All ditches shall be restored such that drainage will flow freely. The cost of this work shall be considered as included in the pay items for restoration work.

END OF SECTION 32 92 00

# **APPENDIX**

**Appendix A:**  
**Special Provision for Pole Foundation**

**SPECIAL PROVISION  
FOR  
POLE FOUNDATION**

**DESCRIPTION**

This item shall include all work described and required by the Plans and Specifications for construction the light pole foundation, grounding, anchor bolts, steel reinforcement, conduit, excavation, backfill, and all related items of work as shown on the Plans, as detailed in the Specifications, and as directed by the Engineer, in accordance with Section 819 of the 2012 MDOT Standard Specifications for Construction, City of Ann Arbor Standard Specifications, except as specified herein, and as directed by the Engineer.

**MATERIALS**

All materials shall comply with Section 819 of the 2012 MDOT Standard Specifications for Construction, City of Ann Arbor Standard Specifications, except as specified herein, and as directed by the Engineer.

**CONSTRUCTION**

Contractor shall provide all labor, equipment and materials to bore, remove and dispose of spoils, and install a complete pole foundation, including grounding, anchor bolts, leveling and plumbing of the sonnet tube. Provide 4000 PSI concrete foundations. Protect foundations. Grout and backfill along the foundations with suitable excavated material. Dispose of the materials not required. Protect the open hole during construction. All costs associated with shifting of the pole locations to accommodate adjacent finished surface elements and joint lines as indicated on the plans shall be included in the unit price cost. All costs associated with the grouting, backfilling, and compaction along the foundations with suitable excavated material following foundation installation shall be included in the unit price cost.

**MEASUREMENT AND PAYMENT**

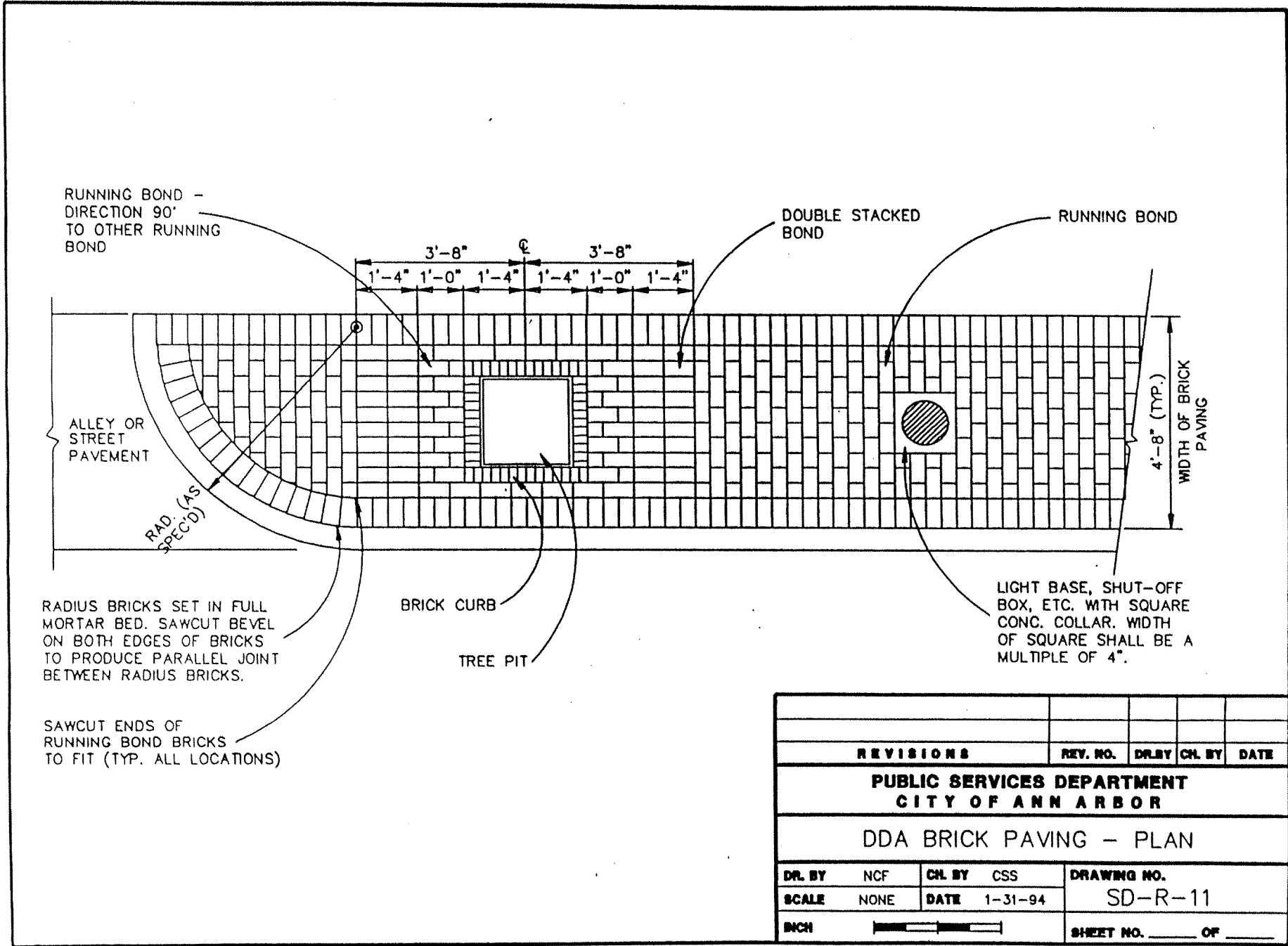
The completed work as measured for this item of work will be paid for at the Contract Unit Price for the following Contract (Pay) Item:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Foundation, Light Pole	Each

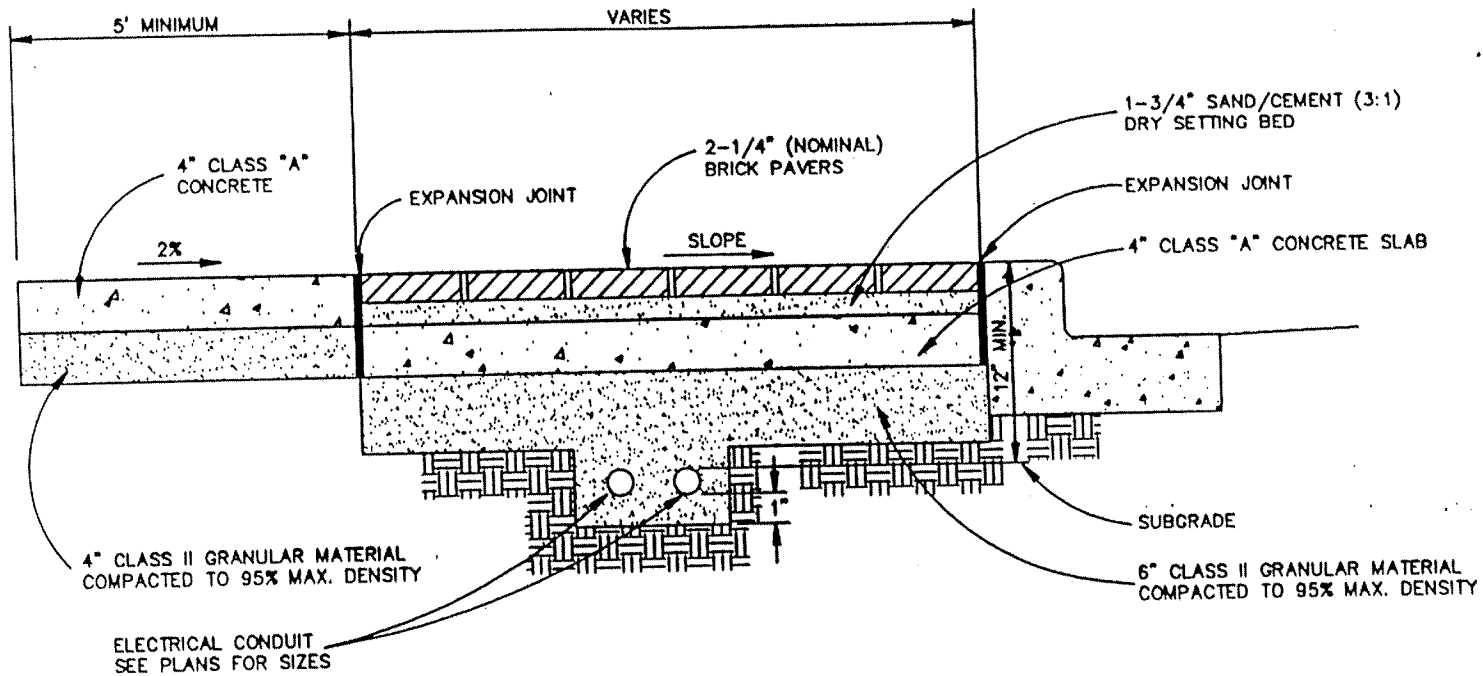
The unit price for this item of work shall include all labor, material, and equipment costs to perform all the work specified in the City Standard Specifications and as modified by this Special Provision.



**Appendix B:**  
**City of Ann Arbor DDA Brick Paving Details**



REVISIONS				
REV. NO.	DR. BY	CH. BY	DATE	
<b>PUBLIC SERVICES DEPARTMENT CITY OF ANN ARBOR</b>				
DDA BRICK PAVING - PLAN				
DR. BY	NCF	CH. BY	CSS	DRAWING NO.
SCALE	NONE	DATE	1-31-94	SD-R-11
INCH				SHEET NO. ____ OF ____



REVISIONS					REV. NO.	DR. BY	CH. BY	DATE
<b>PUBLIC SERVICES DEPARTMENT CITY OF ANN ARBOR</b>								
DDA BRICK PAVING SECTION								
DR. BY	NCF	CH. BY	CSS	DRAWING NO.				
SCALE	NONE	DATE	1-31-94	SD-R-13				
INCH				SHEET NO. _____ OF _____				

**Appendix C:**  
**Special Provision for Temporary Pedestrian Type II**  
**Barricade**

CITY OF ANN ARBOR  
SPECIAL PROVISION  
FOR  
**TEMPORARY PEDESTRIAN TYPE II BARRICADE**

KMS

1 of 2

**a. Description.** This work consists of furnishing, installing, maintaining, relocating, and removing a temporary pedestrian Type II barricade section to separate non-motorized traffic from work zone. Use temporary pedestrian Type II barricades to close non-motorized facilities including sidewalks, bicycle paths, pedestrian paths, and shared use paths that are not part of the roadway. One pedestrian Type II barricade is defined as a barricade section at least 43 inches wide, including all supports, ballast, and hardware.

**b. Materials.** Provide a temporary pedestrian Type II barricade that meets the requirements of *National Cooperative Highway Research Program Report 350 (NCHRP 350)* or *Manual for Assessing Safety Hardware (MASH)*, in addition to meeting the following requirements:

1. Provide barricade sections at least 43 inches wide, designed to interconnect to ensure a continuous *Americans with Disabilities Act (ADA)* compliant tactile barrier. Ensure the connection includes provisions to accommodate non-linear alignment as well as variations in elevation at the installation area.

2. Ensure the top surface of the barricade is designed to function as a hand-trailing edge, and has a height between 32 and 38 inches. Ensure the lower edge of the barricade is no more than 2 inches above the surface of the non-motorized facility. Ensure the top edge of the bottom rail of the barricade is a minimum of 8 inches above the surface of the non-motorized facility. The barricade may have a solid continuous face. Finally, all features on the front face of the barricade (the face in contact with pedestrians) must share a common vertical plane.

3. Equip both sides of the barricade with bands of alternating 6-inch wide orange and white vertical stripes of reflective sheeting. Two bands of sheeting 6 inches tall and a minimum of 36 inches long containing at least two orange and two white stripes each are required. One band placed near the top and one near the bottom if the barricade section has a solid face. If the barricade consists of two rails, affix one band of sheeting to each rail. Ensure the stripes of reflective sheeting are aligned vertically. Ensure this sheeting meets or exceeds the requirements of *ASTM D 4956* Type IV sheeting.

**c. Construction.** Construct the temporary pedestrian Type II barricade in accordance with the manufacturer's recommendations, Michigan Manual on Uniform Traffic Control Devices (MMUTCD), the plans, and the following requirements:

1. Install the barricade to completely surround the removed sidewalk area and barricade non-motorized traffic from the work zone, as directed by the Engineer. Interconnect all barricade sections using hinge components if necessary to ensure a continuous detectable edge for the entire installation. Ensure the barricade is ballasted according to the manufacturer's recommendations to ensure stability during wind events and contact with pedestrians.

2. When the barricade is installed near motor vehicle traffic, ensure reflective sheeting is visible to motorists.

3. When pedestrian Type II barricades are used to close a non-motorized facility, ensure a sufficient number of barricade sections are used to block the entire width of the facility. The barricade may extend outside the edge of the non-motorized facility but must not be less than the full width of the facility.

4. If sections of multiple colored barriers are used (i.e. safety orange and white) install the sections such that the colors alternate to increase conspicuity.

5. Ensure pedestrian Type II barricades are not used to close a motor vehicle facility. Ensure these barricades are not used to guide pedestrian traffic on a motor vehicle facility in the presence of active traffic. This prohibition includes bicycle/shared use lanes or shoulders in the presence of active traffic.

**d. Measurement and Payment.** The completed work, as described, will be incidental to the lump sum Traffic Maintenance and Control pay item.



**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 \$14.05/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$15.66/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

**Check the applicable box below which applies to your workforce**

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

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

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

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

\_\_\_\_\_  
 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, 2021 - ENDING APRIL 29, 2022**

**\$14.05 per hour**

If the employer provides health care benefits\*

**\$15.66 per hour**

If the employer does **NOT** provide health care benefits\*

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

## ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

\* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

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

**For Additional Information or to File a Complaint contact  
Colin Spencer at 734/794-6500 or [cspencer@a2gov.org](mailto:cspencer@a2gov.org)**



<b>Vendor Conflict of Interest Disclosure Form</b>
--

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:

<b>Conflict of Interest Disclosure*</b>	
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.

<b>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:</b>		
<b>Vendor Name</b>	<b>Vendor Phone Number</b>	
<b>Signature of Vendor Authorized Representative</b>	<b>Date</b>	<b>Printed Name of Vendor Authorized Representative</b>



## 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](http://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](http://www.a2gov.org/humanrights). Then submit it to the Human Rights Commission by e-mail ([hrc@a2gov.org](mailto: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](mailto:hrc@a2gov.org).

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

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

## MICHIGAN DEPARTMENT OF TRANSPORTATION CERTIFIED PAYROLL

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

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

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

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