



**CITY OF YPSILANTI
CITY COUNCIL MEETING
SEPTEMBER 15, 2020 @ 7:00 PM
VIRTUAL**

<https://us02web.zoom.us/j/89048422476>

One South Huron, Ypsilanti, MI 48197

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I. CALL TO ORDER

II. ROLL CALL

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[Proclamation](#)
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- 6 - 13** A. *Ordinance 1366* - An ordinance to amend Section 58-61 and 58-62 of the Ypsilanti City Code to add conviction of a misdemeanor crime to a class of activity protected from discrimination.
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- 27 - 29** E. Resolution No. 2020-193, approving Ordinance 1365, an ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to adjust water rates **(Second Reading)**.
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VIII. RESOLUTIONS/MOTIONS/DISCUSSIONS

- 30 - 33** A. Resolution No. 2020-194, supporting an application for a reimbursable Certified Local Government Grant for funding of the Highland Cemetery.
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- 34 - 165** B. Resolution No. 2020-195, accepting the Request for Proposals for 206-210 Washington St.
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- 166 - 375** C. Resolution No. 2020-196, approving the award of the 2020 CDBG Ramps contract to GM & Sons Construction.
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- 376 - 529** D. Resolution No. 2020-197, approving the award of the 2020 METRO Ramps Contract to GM & Sons Construction.
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- 530 - 595** E. Resolution No. 2020-198, approving a small cell wireless application for Verizon.
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- 596 - 610** F. Resolution No. 2020-199, approving the Request for Proposals for an Exhaust Capture System for the Fire Department.
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- 611 - 622** G. Resolution No. 2020-200, approving the bid award for the installation of the Fire Department Grates.
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- 623 - 637** H. Resolution No. 2020-201, accepting grant funding for the November 3, 2020 General Election.
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- I. Discussion regarding park rental processes. (15 minutes)

IX. LIAISON REPORTS

1. SEMCOG Update

2. Washtenaw Area Transportation Study
3. Urban County
4. Ypsilanti Downtown Development Authority

X. COUNCIL PROPOSED BUSINESS

XI. COMMUNICATIONS FROM THE MAYOR

638 - 639

A. NOMINATION

Sustainability Commission (Exp. 5/1/2023)

Desirae Simmons - **New Member**

407 Charles St.

Ypsilanti, MI 48198

[Application](#)

XII. COMMUNICATIONS FROM THE CITY MANAGER

XIII. COMMUNICATIONS

- A. Community Policing Town Halls
- September 22nd at 7:00 pm
 - September 29th at 7:00 pm

XIV. ADJOURNMENT

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- A. Resolution No. 2020-202, adjourning the City Council Meeting.
[2020-202 - Pdf](#)
- B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.

Proclamation in Support of National Suicide Month, Work Suicide Prevention Day and National Recovery Month

Whereas, September is known around the United States as National Suicide Prevention Awareness Month and is intended to help promote awareness surrounding each of the Suicide Prevention resources available to us and our community. The simple goal is to learn how to help those around us and how to talk about suicide without increasing the risk of harm; and

Whereas, suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and

Whereas, according to the CDC, each year more than 41,000 people die by suicide; and

Whereas, Suicide is the 2nd leading cause of death for 15 to 24 year olds, and the 4th leading cause of death for adults ages 18-65; and

Whereas, the City of Ypsilanti is no different than any other community in the country, but chooses to publicly state and place our full support behind local educators, mental health professionals, athletic coaches, pack leaders, police officers, and parents, as partners in supporting our community in simply being available to one another; and

Whereas, organizations like the National Alliance on Mental Illness (NAMI) are on the front lines of a battle that many still refuse to discuss in public, as suicide and mental illness remain too taboo a topic to speak on; and

Whereas, every member of our community should understand that throughout life's struggles we all need the occasional reminders that we are all silently fighting our own battles; and

Whereas, we encourage all residents to take the time to inquire as to the wellbeing of their family, friends, and neighbors over the next few days and to genuinely convey their appreciation for their existence by any gesture they deem appropriate. A simple phone call, or a message can go a long way towards helping someone realize that suicide is not the answer.

Now Therefore Be It Resolved, That the City of Ypsilanti supports National Suicide Prevention Awareness Week, Work Suicide Prevention Day and National Recovery Month, all held in September, and encourages all to focus on the intersection between suicide prevention, mental health, and alcohol and drug use and commit to supporting efforts to raise awareness and foster resilience and recovery.

Proclamation

Whereas, National Hispanic and Latino Heritage Month celebrates the Hispanic and Latino community and highlights its countless achievements; and

Whereas, the observation began in 1968 as Hispanics Heritage Week under President Lyndon B. Johnson, and was enacted into federal law on August 17, 1988, calling upon all the people of the United States to observe this time with ceremonies, activities, and programs; and

Whereas, many Latino Americans trace their roots to the cultures of the indigenous peoples of the Americas – including the Arawaks, the Aztecs, the Incas, the Maya, and the Tainos, some trace their roots to the Spanish explorers, or the Africans who were brought as slaves to the New World; and

Whereas, September 15 – October 15 is recognized as National Hispanic Heritage Month, which is a time to honor the invaluable ways Hispanics and Latinos contribute to our common goals, celebrate their diverse cultures, and to work towards a stronger, more inclusive, and more prosperous society for all; and

Whereas, Hispanics have enhanced and shaped our national character with centuries old traditions that reflect the multi-ethnic and multicultural customs of their communities, while adding their own distinct and dynamic perspective to the story of our country; and

Whereas, Hispanics and Latino Americans represent a significant and fast growing demographic in the City of Ypsilanti, we honor the invaluable ways they contribute to our great city.

Now Therefore Be It Resolved, that I Mayor Lois Allen-Richardson, on behalf of the City of Ypsilanti, proclaim September 15-October 15 as

“National Hispanic and Latino Heritage Month”

Given under my hand and seal of the City of Ypsilanti
this 15th day of September 2020.

Lois Allen-Richardson
Mayor



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: John Barr
DATE: September 15, 2020
SUBJECT: Add misdemeanor to Discrimination Ordinance as prohibited class

DESCRIPTION:

Add misdemeanor to Discrimination Ordinance as prohibited class

SUMMARY:

Mayor Pro-tem Brown and Council Member Sommerville have requested legislation to add conviction of a misdemeanor crime to the list of protected class in the Discrimination Ordinance.

Attached is the proposed legislation.

RECOMMENDED ACTION: Review and adoption of ordinance change

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-187
September 15, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

The certain ordinance entitled "An ordinance to amend Section 58-61 and 58-62 of the Ypsilanti City Code to add conviction of a misdemeanor crime to a class of activity protected from discrimination" be adopted on first reading.

OFFERED BY: _____

SECONDED BY: _____

YES:

NO:

ABSENT:

VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 15 day of September 2020

#Resolution No. 2020-187



**CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1366**

An ordinance to amend Section 58-61 and 58-62 of the Ypsilanti City Code to add conviction of a misdemeanor crime to a class of activity protected from discrimination.

- 1. THE CITY OF YPSILANTI HEREBY ORDAINS** That section 58-61 and 58-62 of the Ypsilanti City Code is hereby amended to add misdemeanor conviction as a class protected from discrimination as follows:

-
- **ARTICLE III. - DISCRIMINATION**
- **DIVISION 1. – GENERALLY**
- **Sec. 58-61. - Intent.**

(a) It is the intent of the city that no person be denied the equal protection of the laws; nor shall any person be denied the enjoyment of their civil or political rights or be discriminated against because of actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, gender expression age, marital status, disability status, familial status, educational association, source of income, height or weight, felony or **misdemeanor** conviction (unless there is a direct relationship between the conviction offense and the housing, the job, the opportunity or unless hiring or accepting the person would create an unreasonable risk to property or safety).

(b) Nothing herein contained shall be construed to prohibit any affirmative action laws passed by any level of government. Further, nothing in this article shall be construed to establish affirmative action for any of the classes defined herein.

(Ord. No. 865, § I, 12-16-1997; Ord. No. 1279, § 1, 1-24-2017; [Ord. No. 1357](#), § 1, 4-7-2020)

- **Sec. 58-62. - Definitions.**

The following words, terms and phrases when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Age means chronological age.

Contractor means a person who by contract furnishes services, materials or supplies. The term "contractor" does not include persons who are merely creditors or debtors of the city, such as those holding the city's notes or bonds or persons whose notes, bonds or stock is held by the city.

Disability means, with respect to an individual: a physical or mental impairment that substantially limits one or more major life activities of such individual, a record of such impairment, or being regarded as having such an impairment. A disability under the Americans with Disabilities Act, [42](#) U.S.C §12102, shall qualify as a disability under this article.

Discriminate means to subject anyone to different or separate treatment, based in whole or in part, on the person's actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, age, marital status, disability status, gender expression, familial status, educational association, height, weight, felony or **misdemeanor**. Discrimination based on sex includes sexual harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature when:

- (1) Submission to such conduct or communication is made a term or condition either explicitly or implicitly to obtain employment, public accommodations or housing.
- (2) Submission to or rejection of such conduct or communication by an individual is used as a factor in decisions affecting such individual's employment, public accommodations or housing.
- (3) Such conduct or communication has the purpose or effect of substantially interfering with an individual's employment, public accommodations or housing, or creating an intimidating, hostile, or offensive employment, public accommodations, or housing environment.
- (4) Prohibited conduct constitutes sexual harassment whether it occurs between people of the same or opposite sex.

Educational association means the fact of being enrolled or not enrolled at any educational institution.

Employer means a person employing five or more persons.

Familial status means the state of being related by blood or affinity to the fourth degree.

Housing facility means any dwelling unit or facility used for a person to regularly sleep and keep personal belongings including, but not limited to, a house, apartment, roominghouse, housing cooperative, hotel, motel, tourist home, retirement home or nursing home.

Income means, without limitation, any of the following:

- (1) Commissions, earnings, salaries, wages, and other income due or to be due in the future to an individual from his employer and successor employers.
- (2) A payment due or to be due in the future to an individual from a profit-sharing plan, a pension plan, an insurance contract, an annuity, social security, unemployment compensation, supplemental unemployment benefits, or worker's compensation.
- (3) An amount of money that is due to an individual as a debt of another individual, partnership, association, or private or public corporation, the United States or a federal agency, the state or a political subdivision of the state, another state, or another legal entity that is indebted to the individual.
- (4) Housing vouchers issued to an individual by the government of the United States, a federal agency, the State of Michigan, or any political subdivision thereof. This shall include, without

limitation, vouchers issued by the United States Department of Housing and Urban Development pursuant to [42](#) USC §1437f. (5)

Student loans, grants, or scholarships provided to an individual by any legal entity.

Marital status means the state of being married, unmarried, divorced, separated or widowed.

Place of public accommodation means an educational, governmental, health, day care, entertainment, cultural, recreational, refreshment, transportation, financial institution, accommodation, business or other facility of any kind, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold or otherwise made available to the public, or which receives financial support through the solicitation of the general public or through governmental subsidy of any kind.

Sexual orientation shall mean, emotional, romantic, and/or sexual attractions, or the absence thereof, to people. Sexual orientation also refers to a person's sense of identity based on those attractions, related behaviors, and membership in a community of others who share those attractions.

Gender identity shall mean, shall be defined as, an individual's internal sense of their own sex and a defining component of sex.

Gender expression shall be defined as, a gender-based appearance, expression, or behavior of an individual, regardless of the individual's assigned sex at birth.

(Ord. No. 865, § II, 12-16-1997; Ord. No. 1279, § 1, 1-24-2017; [Ord. No. 1321](#), § 1, 8-28-2018)

Cross reference— Definitions generally, [§ 1-2](#).

2. Severability. If any clause, sentence, section, paragraph, or part of this ordinance, or the application thereof to any person, firm, corporation, legal entity, or circumstances, shall be for any reason adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not effect, impair, or invalidate the remainder of this Ordinance and the application of such provision to other persons, firms, corporations, legal entities, or circumstances by such judgment shall be confined in its operation to the clause, sentence, section, paragraph, or part of this Ordinance thereof directly involved in the case or controversy in which such judgment shall have been rendered and to the person, firm, corporation, legal entity, or circumstances then and there involved. It is hereby declared to be the legislative intent of this body that the Ordinance would have been adopted had such invalid or unconstitutional provisions not have been included in this Ordinance.

3. Repeal. All other Ordinances inconsistent with the provisions of this Ordinance are, to the extent of such inconsistencies, hereby repealed.

4. Savings Clause. The balance of the Code of Ordinances, City of Ypsilanti,

Michigan, except as herein or previously amended, shall remain in full force and effect. The repeal provided herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending fee, assessments, litigation, or prosecution of any right established, occurring prior to the effective date hereof.

5. Copies to be available. Copies of the Ordinance are available at the office of the city clerk for inspection by, and distribution to, the public during normal office hours. A complete copy of the ordinance is also available for inspection on the City's website, www.cityofypsilanti.com.

6. Publication and Effective Date. The City Clerk shall cause this Ordinance, or a summary of this Ordinance, to be published by printing the same in the publication of record. This Ordinance shall become effective after publication at the expiration of 30 days after adoption.

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____
DAY OF _____, 2020.

Andrew Hellenga, City Clerk

Attest

I do hereby confirm that the above Ordinance No. ____ was published in The Ypsilanti Courier on the _____ day of _____, 2020.

Andrew Hellenga, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting of the City Council held on the ____ day of _____, 2020.

Andrew Hellenga, City Clerk

Notice Published: _____

First Reading: _____

Second Reading: _____

Published: _____

Effective Date: _____



Resolution No. 2020-188
September 15, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing for an ordinance entitled "An ordinance to amend Section 58-61 and 58-62 of the Ypsilanti City Code to add conviction of a misdemeanor crime to a class of activity protected from discrimination" be officially closed.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 15 day of September 2020

#Resolution No. 2020-188



Resolution No. 2020-189
September 15, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. **Resolution No. 2020-190, approving the minutes of September 1, 2020.**
2. **Resolution No. 2020-191, approval of appointments to Boards and Commission.**
3. **Resolution No. 2020-192, approving Ordinance 1364, an ordinance to amend Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances to adjust sewage rates (Second Reading)**
4. **Resolution No. 2020-193, approving Ordinance 1365, an ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to adjust water rates (Second Reading).**

OFFERED BY: _____

SECONDED BY: _____

YES:

NO:

ABSENT:

VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 15 day of September 2020

#Resolution No. 2020-189



Resolution No. 2020-190
September 15, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of September 1, 2020 be approved.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
15 day of September 2020

#Resolution No. 2020-190



MINUTES REGULAR COUNCIL Meeting

7:00 PM - Tuesday, September 1, 2020
Council Chambers

The REGULAR COUNCIL of the City of Ypsilanti was called to order on Tuesday, September 1, 2020, at 7:00 PM, in the Council Chambers, with the following members present:

PRESENT: Council Member Jennifer Symanns, Council Member Steven Wilcoxon, Mayor Pro-Tem Nicole Brown, Mayor Lois Richardson, Council Member Anthony Morgan, Council Member Brian Jones-Chance, and Council Member Annie Somerville

ABSENT:

I CALL TO ORDER

The meeting was called to order at 7:05 pm

II ROLL CALL

III AGENDA APPROVAL

The agenda was approved as submitted

IV PUBLIC COMMENT (3 MINUTES)

One person made comment

V PRESENTATIONS

- a) International Association of Chiefs of Police, One Mind Campaign - Chief DeGiusti

VI ORDINANCES FIRST READING

- a) *Ordinance No.* - An Ordinance entitled, "An ordinance to amend Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances to adjust sewage disposal rates.
 - 1. Resolution No. 2020-175, determination
 - 2. Open Public Hearing
 - 3. Resolution No. 2020-176, close public hearing

Council Member Steven Wilcoxon moved, seconded by Council Member Anthony Morgan, to approve Resolution No. 2020-176

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT a public hearing on an Ordinance to amend Chapter 106, Article

V, Section 106-454(a) of the Code of Ordinances, City of Ypsilanti, to adjust sewage disposal rates be officially closed.

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Council Member Anthony Morgan
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

Council Member Anthony Morgan moved, seconded by Mayor Pro-Tem Nicole Brown, to approve Resolution No. 2020-175

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT an Ordinance to amend Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances, City of Ypsilanti, to adjust sewage disposal rates approved on First Reading.

RESULT:	CARRIED.
MOVER:	Council Member Anthony Morgan
SECONDER:	Mayor Pro-Tem Nicole Brown
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

- b) *Ordinance No.* - An Ordinance entitled, "An ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to adjust water service rates.
1. Resolution No. 2020-177, determination
 2. Open Public Hearing
 3. Resolution No. 2020-178, close public hearing

Council Member Steven Wilcoxon moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2020-178

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That a public hearing on an Ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to increase water rates within the City of Ypsilanti be officially closed.

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Council Member Jennifer Symanns
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

Mayor Pro-Tem Nicole Brown moved, seconded by Council Member Annie Somerville, to approve Resolution No. 2020-177

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an Ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to increase water rates within the City of Ypsilanti be approved on First Reading.

RESULT:	CARRIED.
MOVER:	Mayor Pro-Tem Nicole Brown
SECONDER:	Council Member Annie Somerville
AYES:	Nicole Brown, Annie Somerville, Jennifer Symanns, Steven Wilcoxon, Lois Richardson, Anthony Morgan, and Brian Jones-Chance

VII RESOLUTIONS/MOTIONS/DISCUSSIONS

- a) Resolution No. 2020-179, approving the minutes of August 11 and August 18, 2020

Council Member Anthony Morgan moved, seconded by Council Member Annie Somerville, to approve Resolution No. 2020-179

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of August 11 and August 18, 2020 be approved.

RESULT:	CARRIED.
MOVER:	Council Member Anthony Morgan
SECONDER:	Council Member Annie Somerville
AYES:	Anthony Morgan, Annie Somerville, Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, and Brian Jones-Chance

- b) Resolution No. 2020-180, approving Ordinance 1363, An Ordinance to amend Ypsilanti City Code, Chapter 122, Section 122-451, "Medical Marijuana Provisioning Centers and Recreational Marijuana Retailers in Neighborhood Corridor". **(Second Reading)**

Council Member Annie Somerville moved, seconded by Mayor Pro-Tem Nicole Brown, to approve Resolution No. 2020-180

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City has an interest in protecting the economic diversity and image of the community; and

WHEREAS, the City has an interest in promoting and supporting local businesses and their growth; and

WHEREAS, the Planning Commission has recommended the City Council adopt the proposed ordinance change;

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council that the ordinance titled medical marijuana provisioning centers and recreational marihuana retailers in Neighborhood Corridor be approved on Second and Final Reading.

RESULT:	CARRIED.
MOVER:	Council Member Annie Somerville
SECONDER:	Mayor Pro-Tem Nicole Brown
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Brian Jones-Chance, and Annie Somerville
NAYS:	Anthony Morgan

- c) Resolution No. 2020-181, approving the replacement of the Department of Public Services Vehicle Lift.

Council Member Anthony Morgan moved, seconded by Council Member Steven Wilcoxon, to approve Resolution No. 2020-181

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the vehicle lifts in the Department of Public Services garage are in need of repair; and,

Whereas, the relocation and addition of vehicle lifts will increase capacity and promote employee safety; and,

Whereas, the City has solicited a quote for the proposed work from Allied, Incorporated who is a Rotary Lift dealer.

WHEREAS, Rotary Lift has a contract with Sourcewell, which is a national cooperative purchasing program for governmental organizations with whom the City of Ypsilanti is a member.

Now therefore be it resolved that that the City Council of the City of Ypsilanti approves the expenditure of \$85,204.82 with Rotary Lift/Allied Incorporated for the purchase, repair, and installation of vehicle lifts in the Department of Public Services Garage with any change orders to be subject to the review and approval of the City Manager.

RESULT:	CARRIED.
MOVER:	Council Member Anthony Morgan
SECONDER:	Council Member Steven Wilcoxon
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

- d) Resolution No. 2020-182, approving the contract with Gametime/Sinclair Recreation for playground installation at Parkridge Park.

Council Member Steven Wilcoxon moved, seconded by Mayor Pro-Tem Nicole Brown, to approve Resolution No. 2020-182

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti has engaged residents and stakeholders extensively over the last 18 months to determine the best use of CDBG funding; and

WHEREAS, the old and inaccessible playground equipment was identified for

replacement during this engagement process and newer upgrades have been selected by community voting; and

WHEREAS, The total funding amount for the project is \$199,850.64 of CDBG funds; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve the contract provided with Gametime/Sinclair Recreation for playground replacement at Parkridge Park with any change orders to be approved by the City Manager.

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Mayor Pro-Tem Nicole Brown
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

- e) Resolution No. 2020-183, approving the application for youth mini-grant from Ypsilanti Youth Athletic Association.

Mayor Pro-Tem Nicole Brown moved, seconded by Council Member Annie Somerville, to approve Resolution No. 2020-183

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, In the recently concluded FY 2020-2021, the City Council approved a \$25,000 grant to organizations that serve the youth in the City; and

WHEREAS, Ypsilanti Youth Athletic Association is an organization currently serving the youth in the City of Ypsilanti; and

WHEREAS, Ypsilanti Youth Athletic Association has submitted a grant application for \$5,000; and

NOW THEREFORE BE IT RESOLVED that the Ypsilanti City Council approves a mini grant to Ypsilanti Youth Athletic Association in the amount of \$5,000 to support youth football and cheerleading competitive athletics for children.

RESULT:	CARRIED.
MOVER:	Mayor Pro-Tem Nicole Brown
SECONDER:	Council Member Annie Somerville
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

- f) Resolution No. 2020-184, approving amendment to FY 20-21 Budget to increase allocation for ballot return postage.

Council Member Annie Somerville moved, seconded by Mayor Pro-Tem Nicole Brown, to approve Resolution No. 2020-184

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, through ballot Proposal 3 in 2018 Absentee Voting was provided as right to all voters in the State of Michigan, creating an increase in requests

for Absentee Ballots; and

WHEREAS, as a result of the COVID-19 Pandemic a large majority of voters are now choosing to cast their vote through absentee ballot, increasing ballot requests by roughly seven times the normal rate of requests for a State General Election; and

WHEREAS, the state of Michigan has pledged to reimburse all jurisdictions that provide return postage for absentee ballots; and

WHEREAS, it is estimated there will be roughly 8,000 requests for absentee ballots for the November General; and

NOW THEREFORE BY IT RESOLVED, that the City Council of the City of Ypsilanti approve the increase of \$4,000 to Account #101-7-2621-730-00 to be reimbursed by the State of Michigan after the conclusion of the November General Election.

RESULT:	CARRIED.
MOVER:	Council Member Annie Somerville
SECONDER:	Mayor Pro-Tem Nicole Brown
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

- g) Resolution No. 2020-185, approving budget adjustment for a part-time Clerk-Treasury Generalist

Council Member Anthony Morgan moved, seconded by Council Member Steven Wilcoxon, to approve Resolution No. 2020-185

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, in order to maintain efficiency in election procedure, Clerk Department functions, and Treasury Department functions, an additional part-time employee is needed; and

WHEREAS, the City Manager has reviewed the request for an additional part-time employee and has deemed it necessary to maintain service levels.

NOW THEREFORE BY IT RESOLVED, that the City Council of the City of Ypsilanti approve the budget allocation of \$24,533.60 for base wages in Account # 101-7-2150-707-00 (Clerk) and 101-7-2530-707-00 (Treasury); \$490.67 for Workers Comp in Account #s 101-7-2150-714-02 and 101-7-2530-714-02; and \$1,876.82 for Social Security and Medicare in Account #s 101-7-2150-714-05 and 101-7-2530-714-05, to be split evenly between departments.

RESULT:	CARRIED.
MOVER:	Council Member Anthony Morgan
SECONDER:	Council Member Steven Wilcoxon
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

- h) Appointing members of Council to act as Council Liaisons to City Advisory Boards. (Tabled 8/18/2020)

1. Police Advisory Commission - **Council Member Morgan**
2. Arts Commission - **Council Member Somerville**
3. Human Relations Commission - **Council Member Brown**
4. Parks and Recreation Commission - **Council Member Wilcoxon**
5. Sustainability Commission - **Council Member Wilcoxon**
6. Historic District Commission - **Council Member Jones-Chance**
7. Planning Commission - **Council Member Jones-Chance**
8. Zoning Board of Appeals - **Council Member Symanns**

- i) Discussion of Sustainability Commission Resolution No. 2020-002, Support for Pollinator Plants

VIII BOARD AND COMMISSION - NOMINATIONS

- a) **Downtown Development Authority**

Alex Merz - **(New Appointment)**
 1930 Roosevelt
 Ypsilanti, MI 48197

IX LIAISON REPORTS

1. SEMCOG Update
2. Washtenaw Area Transportation Study
3. Urban County
4. Ypsilanti Downtown Development Authority

X COUNCIL PROPOSED BUSINESS

XI COMMUNICATIONS FROM THE MAYOR

- a) Selection of evaluation committee for the City Manager and City Clerk
- b) Encourage city residents to participate in the census, and emphasize the need in returns from public housing.

XII COMMUNICATIONS FROM THE CITY MANAGER

- a) Solicitation of community input for Community Policing Strategy.

XIII COMMUNICATIONS

XIV ADJOURNMENT

- a) Resolution No. 2020-186, adjourning the City Council Meeting.

The meeting adjourned at 10:26 pm

- b) Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.



Resolution No. 2020-191
September 15, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT, the following be appointed to the City of Ypsilanti Boards and Commissions as indicated below:

<u>NAME</u>	<u>BOARD</u>	<u>EXPIRATION</u>
Alex Merz (New Appointment) 1930 Roosevelt Ypsilanti, MI 48197	YDDA	7/1/2023

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 15 day of September 2020

#Resolution No. 2020-191



Resolution No. 2020-192
September 15, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT an Ordinance to amend Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances, City of Ypsilanti, to adjust sewage disposal rates approved on Second and Final Reading.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 15 day of September 2020

#Resolution No. 2020-192

ORDINANCE NO. 2020 –1364

An ordinance to amend Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances to adjust sewage disposal rates.

BE IT ORDAINED BY THE CITY OF YPSILANTI, that:

Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances shall be amended as follows:

(b) For all billings rendered prior to October 15, 2020, existing sewage disposal rates shall prevail. For all billings rendered on or after October 15, 2020, sewage disposal rates shall be as follows for each bimonthly (two-month) period:

(1) Readiness-to-serve rates based on size of meter:

Meter Size (inch)	Sewage Rate
5/8-3/4	\$ 17.24
1	\$ 43.10
1-1/2	\$ 86.18
2	\$ 137.89
3	\$ 430.92
4	\$ 861.84
6	\$ 1,723.69
8	\$ 3,016.45
10	\$ 4,740.13
12	\$ 5,601.98

(2) Commodity rate: \$3.08 per 100 cubic feet

* * * * *

This Ordinance shall take effect and be in full force upon publication in the _____.

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____
DAY OF _____, 2020.

, Mayor

, City Clerk

ATTEST

I do hereby confirm that the above Ordinance No. 2020-_____ was published in the
_____ on the _____ day of _____, 2020.



Resolution No. 2020-193
September 15, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an Ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to increase water rates within the City of Ypsilanti be approved on Second and Final Reading.

OFFERED BY: _____

SECONDED BY: _____

YES:

NO:

ABSENT:

VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 15 day of September 2020

#Resolution No. 2020-193

ORDINANCE NO. 2020-1365

An ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to adjust water service rates.

BE IT ORDAINED BY THE CITY OF YPSILANTI, that:

Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances shall be amended as follows:

(b) For all billings rendered prior to October 15, 2020, existing water service rates shall prevail. For all billings rendered on or after October 15, 2020, water service rates shall be as follows, for each bimonthly (two-month) period:

(1) Readiness-to-serve rates based on size of meter:

Meter Size (inch)	Water Rate
5/8-3/4	\$ 19.61
1	\$ 49.02
1-1/2	\$ 98.03
2	\$ 156.84
3	\$ 490.13
4	\$ 980.26
6	\$ 1,960.53
8	\$ 3,430.92
10	\$ 5,391.45
12	\$ 6,371.72

(2) Commodity rate: \$5.61 per 100 cubic feet

* * * * *

This Ordinance shall take effect and be in full force upon publication in the _____.

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____
DAY OF _____, 2020.

, Mayor

, City Clerk

ATTEST

I do hereby confirm that the above Ordinance No. 2020-_____ was published in the
_____ on the _____ day of _____, 2020.



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM:
DATE: September 15, 2020
Resolution in support of the Certified Local Government Grant
SUBJECT: Application

DESCRIPTION:

Resolution in support of the Certified Local Government Grant Application

SUMMARY:

The City of Ypsilanti has agreed to support the ongoing restoration of the Starkweather Chapel in Highland Cemetery, through application for a Certified Local Government rehabilitation grant through the Michigan State Historic Preservation Office.

Starkweather Chapel is an 1889 Richardsonian Romanesque-style building that is centered on the landscape of the Cemetery. The Chapel is a contributing resource to the Highland Cemetery National Register listing. The chapel has not been used for public services and events since the early 1980s and has fallen into disrepair. Over the last four years the Highland Cemetery Association, a 501c3, has been working to restore the chapel so it can once again be used as a public space for memorials, lectures, historical tours, and small events. To date the association has successfully completed work including a roof replacement, plaster repair, removal of non-historic walls, refinishing the interior wood floors, etc. Remaining issues to be addressed include the deteriorated exterior masonry, and repair/restoration of the stained-glass windows. The Cemetery Association has a goal of having the building ready for public use soon.

The chapel has 11 historic stained-glass windows. These are documented Tiffany windows that area artistically and historically significant. Over the years, several have been inappropriately repaired with modern colored glass that is not an appropriate hue for the window, and some panes have gone missing entirely. Work required for window restoration Cleaning; reglazing; replacing broken and non-historic pieces where necessary; disassembly and reassembly of some windows; and possible masonry work.

The Highland Cemetery Association has received cost estimates from two stained-glass professional firms, estimating the cost between \$20,000 and \$40,000. Details of the budget are still being figured, but the grant request shall not exceed \$50,000.

Ypsilanti is eligible to apply for this grant, because it is a Certified Local Government with the State Historic Preservation Office; meaning the city has committed to preserving its historic resources. The grant is funded through the National Park Service to the State Historic Preservation Office. Funds can only be given from government to government, so if accepted, the City of Ypsilanti would pay the up-front cost of the work and be reimbursed by the State.

The State will place a preservation easement on the property, and the Highland Cemetery Association will be responsible for reporting its changes to the building.

A support resolution from City Council is required for the grant application. The grant application is due to the State Historic Preservation Office on October 1, 2020.

RECOMMENDED ACTION: Approval

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-194
September 15, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti will be entering into an agreement with the Highland Cemetery Association to restore the stained-glass windows in Starkweather chapel, at 943 N River Street and;

WHEREAS, the City of Ypsilanti will file an application to the Michigan State Historic Preservation Office (SHPO) for the Certified Local Government (CLG) grant program in the amount not to exceed \$50,000 for the Starkweather Chapel Stained Glass Window Restoration for the resource located at (943 N River Street and;

WHEREAS, Scott Slagor, Preservation Planner for the City of Ypsilanti is appointed as the Grant Project Manager who will oversee the CLG grant management and grant administration duties and;

WHEREAS, the City of Ypsilanti will receive and pay vendor invoices related to the grant project and;

WHEREAS, Richard Robb from Highland Cemetery Association is authorized to sign the required historic preservation easement and record it at the County Register of Deeds before the grant reimbursement will be processed by the SHPO and;

WHEREAS, the City of Ypsilanti acknowledges that the Certified Local Government (CLG) is an expense reimbursement program. City of Ypsilanti authorizes expenditures in the amount of not to exceed \$50,000 for the project work with the knowledge that eligible expenditures up to the approved grant amount will be reimbursed to the City of Ypsilanti upon SHPO acceptance of final project work, SHPO acceptance of the final completion report, SHPO audit and acceptance of financial documentation for eligible costs and SHPO acceptance of a historic preservation easement recorded at the Register of Deeds

WHEREAS, as a part of the application process City Council and the Highland Cemetery Association will need to approve a Memorandum of Understanding, which is scheduled for the October 6th Council Meeting and;

NOW THEREFORE BE IT RESOLVED that the Ypsilanti City Council supports application for a reimbursable Certified Local Government grant through the Michigan State Historic

#Resolution No. 2020-194

Preservation Office to support the Highland Cemetery Association in its effort to restore stained glass windows at the historic Starkweather Chapel.

OFFERED BY: _____

SECONDED BY: _____

YES:

NO:

ABSENT:

VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 15 day of September 2020

#Resolution No. 2020-194



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Joe Meyers
DATE: September 15, 2020
SUBJECT: Accept RFP and Enter Into a Letter of Intent for the Sale of the Property at 206-210 N. Washington for Affordable Housing.

DESCRIPTION:

Accept RFP and Enter Into a Letter of Intent for the Sale of the Property at 206-210 N. Washington for Affordable Housing.

SUMMARY:

On July 2019, the city purchased the property on 206-210 N. Washington out of the dangerous building and affordable housing fund to put out an RFP for affordable housing. Over the past few months, the city has compiled an RFP for council to review and if approved, release. Due to the pandemic, the release of the RFP was delayed and it was officially released in July.

Three groups toured the facility and two submitted bids for the property. The original bids were not quite what staff was looking for and requested that the groups "sharpen their pencils". The final numbers were due on Friday September 4, 2020. Both groups amended their applications and the original and amended bids are attached with a summary below.

	Ypsilanti Housing Commission	Avalon Housing
Number of Residential Units	16	20
Number of Affordable Units	Minimum of 4. Potentially more depending on the availability gap funding such as HOME Funds	20
Type of Affordable Units	80% AMI, waiting list preference for seniors 55 and older	Rental, under 60% AMI with 7 supportive housing units, rehab and new construction, 18-1 BR, 2 Efficiencies
Other Uses, if any	N/A	On-site tenant community center

Estimated Land Purchase Price	\$105,000	\$0
Estimated Total Development Cost	\$2,000,000	\$7,100,000
Anticipated Incentives Required	PILOT Agreement	Reduction in land price, possible brownfield assessment grant, MCRP, PILOT Request
Due Diligence Period Required (Days)	180 Days	270-360 Days

Once the numbers came back Avalon Housing changed their proposal (attached) for at least 15 supportive housing units and increased their land price to \$105,000 contingent on the due diligence efforts. The Housing Commission amended their proposal to account for all units to be affordable, lowered their Area Median Income (AMI) Threshold to 60%.

The two proposals are much more similar but have two differences. The Housing Commission is proposing all units affordable with a preference for seniors while Avalon Housing is proposing up to 20 units with no senior preference. It is staff's recommendation that council determine if senior affordable housing or adorable supportive housing units are the priority in moving forward with this proposal and choose accordingly.

Once approved by council, a due diligence period will begin to work towards a purchase agreement. Once the value of the incentive is determined, a community benefits committee will begin with the process dictated by the ordinance.

RECOMMENDED ACTION: Staff recommends council approve one of the two RFP's for affordable housing on the 206-210 N. Washington St property and enter into a letter of interest with the proposed developer.

ATTACHMENTS: RFP Responses and amendments.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-195
September 15, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, 206-210 N Washington Street was foreclosed on by the Washtenaw County Treasurer for nonpayment of property taxes; and

WHEREAS, The City of Ypsilanti purchased the property using its Right of First Refusal from the Country Treasurer in 2019; and

WHEREAS, the city received two proposals for the development of the property to create affordable housing in the city of Ypsilanti; and

WHEREAS, the City is seeking an affordable housing with a preference on senior housing.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the amended RFP for affordable housing from (Ypsilanti Housing Commission/Avalon Housing) for 206-2010 N. Washington and enter into a letter of intent with said developer.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 15 day of September 2020

#Resolution No. 2020-195



Response to:

City of Ypsilanti Request for Proposal Affordable Housing Development

206/210 N. Washington

Submitted by:

**Avalon Nonprofit Housing Corporation, dba Avalon Housing, Inc.
1327 Jones Dr., Suite 102
Ann Arbor, MI 48105**

With Project Team:

**Cornerstone Design, Inc.
Phoenix Contractors, Inc.**

Submitted to:

**Joe Meyers, Economic Development Director
City of Ypsilanti
1 South Huron Street
Ypsilanti, MI 48197**

August 17, 2020

Proposal Outline Form

Response to RFP:

Redevelopment of 206-210 N. Washington Street, Ypsilanti, MI

Submitted to the City of Ypsilanti by:

Lead Contact Name: Wendy Carty-Saxon
Company or Team name: Avalon Housing, Inc.
Mailing Address: 1327 Jones Dr., Suite 102, Ann Arbor, MI 48105
Phone Number: 734-663-5858 ext 211
Email Address: wcarty-saxon@avalonhousing.org

Summary of proposed development scenario

Number of residential units: 20
Number of affordable units: 20
Type of affordable units: Rental, under 60% AMI, with 7 Supportive Housing units, Rehab and New construction, 18 1-br, 2 efficiencies
Other uses, if any: On-Site Tenant Community Center
Estimated land purchase price: \$0
Estimated total development cost: \$7,100,000
Anticipated incentives required: Reduction in land price; possible Brownfield Assessment Grant nad Michigan Community Revitalization Program grant; PILOT request
Due diligence period required (days): 270 – 360 days

Response Contents Attached

- ☒ Letter of Interest (up to three pages)
- ☒ Concept plans or renderings
- ☒ Portfolio of development experience (up to ten pages)
- ☒ Resume of key team member(s)

Signature

Signature of Authorized Signer: 
Name and Title: Wendy Carty-Saxon, Director of Real Estate Development
Date submitted: August 17, 2020

Letter of Interest



August 17, 2020

Joe Meyers
Economic Development Director
City of Ypsilanti
1 South Huron Street
Ypsilanti, MI 48197

Re: Redevelopment of 206/210 N. Washington, Avalon Letter of Interest

Dear Mr. Meyers

Avalon is pleased to submit this Letter of Interest in response to the Request for Proposal for 206/210 N. Washington. We are excited for the opportunity to increase our work in Ypsilanti through the redevelopment of 206/210 N. Washington. Avalon currently provides supportive housing services to approximately 100 households living in the greater Ypsilanti area. We own and manage supportive housing developments in Ann Arbor and Chelsea and will break ground on a Dexter development later this year; we are eager to expand our work in Washtenaw County to include owning and managing in Ypsilanti.

Avalon Housing is a community-based, non-profit organization created in 1992.. Our mission is to build healthy, safe and inclusive supportive housing communities as a long-term solution to homelessness. We currently own twenty-six properties with a total of 294 units, that we developed and also manage. In addition, we have seventy (70) new units currently under construction, and another seventy-four (74) units in the pipeline. We also provide supportive housing services to approximately 200 households living with private landlords or with local Housing Commissions.

Avalon proposes to develop, own, manage and provide services for 206 N. Washington. We bring with us a strong and committed development team who has frequently worked together. David Esau, of Cornerstone Design, will serve as our project architect. Phoenix Contractors, Inc will be our General Contractor. As a team, we have worked together on new construction or rehab of multiple successful supportive housing developments, including Arbordale Apartments, Pear Street Apartments, and Pauline Apartments, in Ann Arbor. We also expect to begin construction this Fall on Hilltop View Apartments in Dexter.

We propose to develop this site in a way that brings this property back as an important and positively contributing part of the neighborhood and within the existing historic district, in an environmentally sustainable way and with careful consideration to our ability to bring this vision to completion. We view unit affordability as a major community benefit and also look forward to engaging in the community outreach that is part of Ypsilanti's Community Benefit Ordinance.

We envision developing up to twenty (20) units of affordable housing at this site through the rehab of the existing residential structures, and by adding two stories to the southern one-story



building (see discussion below). At least seven (7) of the units would be designated as supportive housing units, for households with incomes under 30% of Area Median Income. The remaining units would be affordable to persons at or below 50% or 60% of AMI.

The rehab within the existing building envelope provides approximately fourteen (14) units including at least one unit that is fully accessible. It would also include a fully accessible Community Center with a large open community space, restrooms, meeting rooms or offices, on-site laundry and a possible kitchen area. We anticipate up to six additional units from the expansion. The completed building would include eighteen (18) one-bedroom unit and two (2) efficiencies. We also will maintain the two historic structures at the property, and will explore uses that could benefit the development or community.

Though Michigan State Housing Development Authority (MSHDA's) Low Income Housing Tax Credit (LIHTC) program does not permit supportive housing to be restricted to seniors, Avalon has a strong track record of serving seniors and expects that there would be seniors residing at this development. Of the current Avalon tenants and clients living in similar-sized units, 47% are 55 years or older, including 15% who are 65 years or older.

We expect to pursue multiple environmental initiatives at this property. The buildings are situated such that we expect to use solar roof panels. We anticipate rebuild the roof framing and would look to do so to make it structurally sound for solar. Along with solar, we look to implement a number of other environmental activities, including incorporating water conserving fixtures; installing energy star appliances, energy efficient lighting, and incorporating air sealing and insulation; using green materials such as low/no VOC paint; and a creating a healthy living environment through a focus on indoor ventilation. We expect to achieve Enterprise Green or National Green Building Standard Certification for this building. Since 2011, our funding through Washtenaw County has included commitments to Enterprise Building Standards. We have achieved Enterprise Certification at two of our properties with three others in the pipeline.

We have extensive experience with our proposed core sources of financing. We project using County HOME funds, Federal Home Loan Bank Affordable Housing Program funds and would apply for project-based vouchers for the supportive housing units, so those households would pay not more than 30% of their income in rent. To help achieve long-term affordability, we also anticipate requesting a PILOT from the City. By far the largest source of funding we project for this development is Low Income Housing Tax Credit equity. We anticipate it could be 85% or more of total project funding. We will also explore additional sources of funding such as Brownfield, Historic Tax Credits and Michigan Community Revitalization Program funding.

This proposal should score very well as a supportive housing submission under the LIHTC program, especially with its exceptional location. The LIHTC program has a maximum per unit cost which is a threshold funding issue and provides the most significant hurdle for this development. As this cost per unit cap is applied against the total development costs, accessing additional sources of funds does not relieve this issue.



The prime driver of high per unit costs here is the extensive amount of rehab, spread over a relatively small number of units. Rehab cost estimates at this time are especially challenging as there are many conditions that need further investigation, including the extent of fire damage, environmental remediation issues; structural repairs; and the state of the existing utility leads.

Further investigation will also be necessary to learn if we are able to add two stories to the southern building. We will need to learn more about the footings, the bearing capacity of the soil, and how well the basement walls keep out water, and how they might have been affected by the fire—as these collectively affect the ability to add additional floors.

We initially explored rehabbing the buildings solely within the existing envelopes. In order to include the community space and bring in at least one accessible unit, this brought us to only 14 units. Our projected per unit costs for this 14-unit scenario is above MSHDA's current cost limits. If MSHDA's cost limits increase, or if we find through further due diligence at the site, that our estimates were too conservative, we could explore the 14-unit rehab again, but at this point we feel the 20-unit scenario could be more feasible, provided there is a good result from the due diligence. Similarly, were the City open to it and depending on findings during our due diligence, we could explore a more extensive plan for new construction. If through due diligence, we determine the per unit cost for this development cannot be brought below the MSHDA maximum, we are not aware of alternative financing scenarios.

Because of our concern that the extensive rehab costs bring this project to the maximum per unit total development costs, we are proposing a full reduction of the purchase price down to \$0—we would however work with the City to identify financing sources to allow the City to recoup its actual sunk costs in the property, if possible. As we are proposing a long-term, regulated, fully affordable development—including supportive housing with on-site services—we believe this proposal should be considered for such a price reduction.

We are proposing a due diligence period of nine to twelve months, followed by an appropriate period to secure financing. This reflects the engineering, architectural, environmental and financial complexity and is consistent with due diligence periods with our other acquisitions.

We are very interested in and excited about this development. It's size, condition and cost create particular challenges that we have outlined in this proposal. We are confident there is a strong market both for the supportive housing units and the affordable units. We look forward to the opportunity to continue to explore the redevelopment of this site with the City and engaging further with the City and with the surrounding community on the future of this site.

Sincerely,



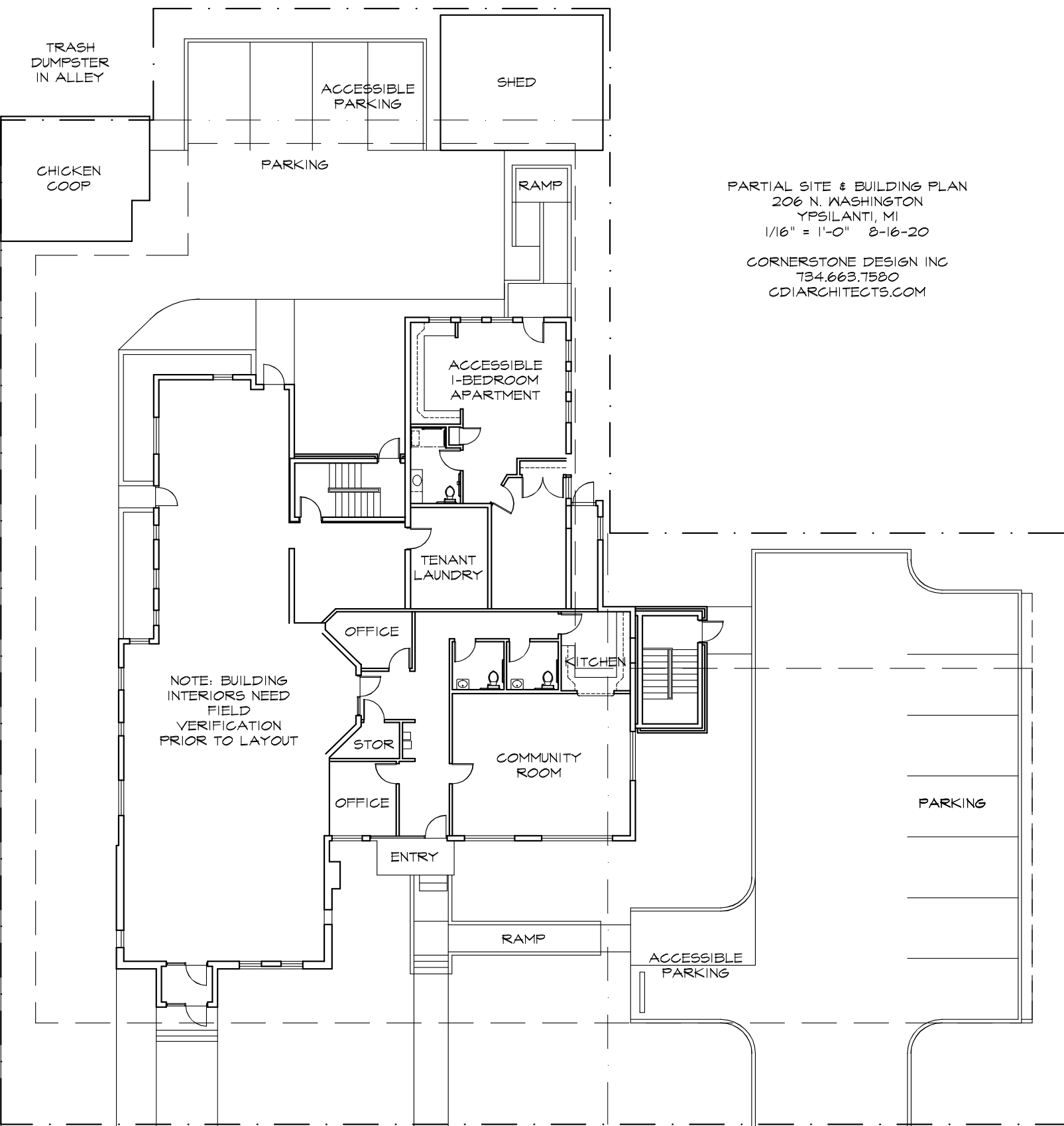
Aubrey Patiño
Executive Director



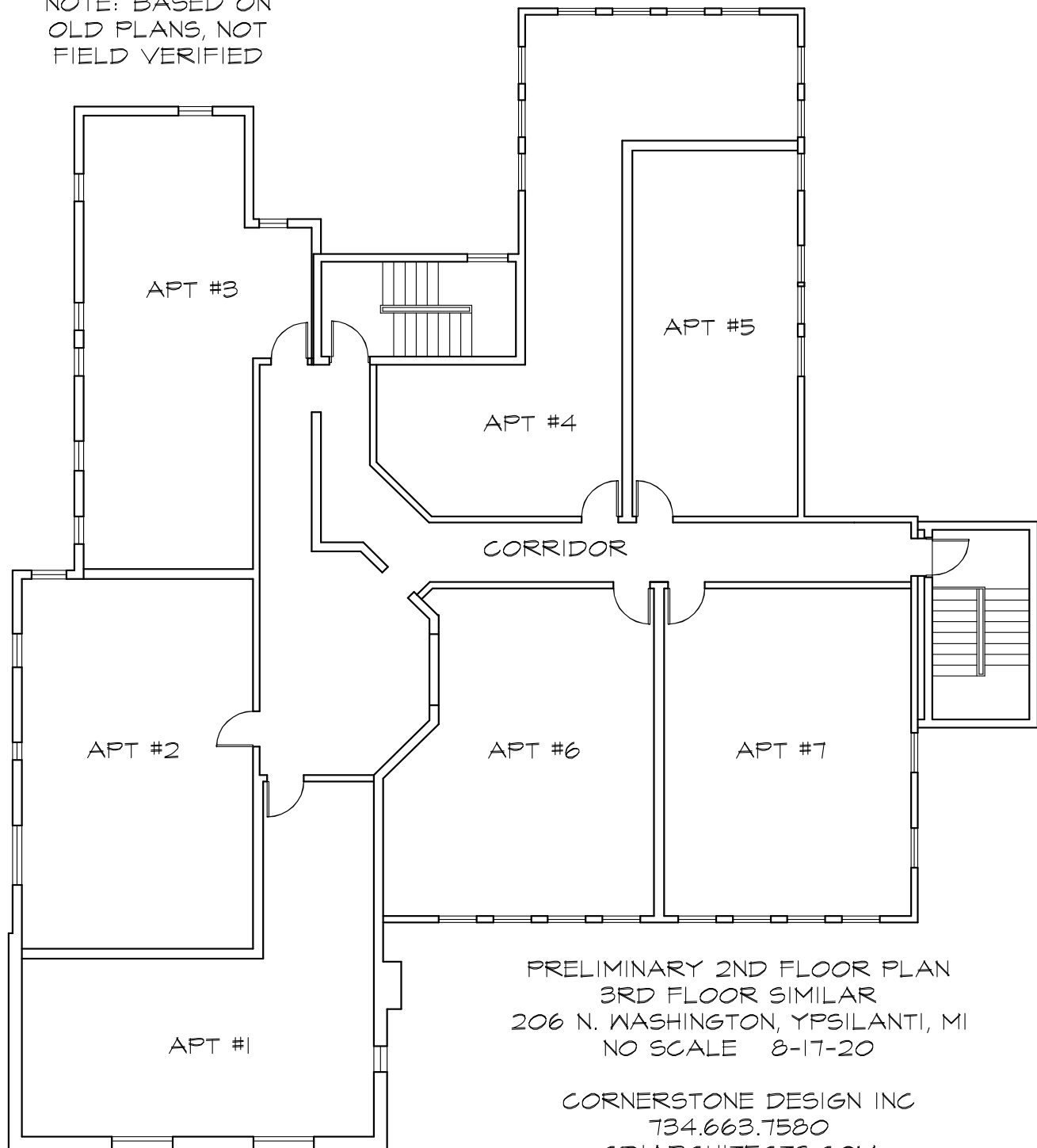
Wendy Carty-Saxon
Director of Real Estate Development

Concept Plans or Renderings





NOTE: BASED ON
OLD PLANS, NOT
FIELD VERIFIED



Development Experience/Portfolio



Development Experience / Portfolio

Avalon Housing brings extensive experience with affordable housing development. Since 1992, Avalon has secured the following financing in the development and refinancing of 362 units at 27 properties (3 of which are currently under construction), including:

Low Income Housing Tax Credit Equity:	\$34,278,779
Federal HOME/NSP funds (MSHDA):	\$ 7,985,324
Federal HOME/CDBG/NSP funds (Washtenaw County/Ann Arbor):	\$12,000,661
Ann Arbor/AA DDA/Washtenaw County (local):	\$ 2,614,586
MSHDA (state funds):	\$ 2,494,353
AHP-Federal Home Loan Bank:	\$ 4,412,203
Commercial lender:	\$ 3,051,240
HUD/Non-profit lender:	\$ 1,961,772
Owner Equity/Deferred Developer Fee:	<u>\$ 1,624,788</u>

TOTAL: \$70,423,708

Below is a list of Avalon's past affordable housing projects including a brief description, costs, completion date and references.

- **201 W. William**, 1992, 6 units. Funding: \$229,143. City Housing Trust Fund, Michigan Housing Trust Fund, Low Income Housing Tax Credits
- **618 N. Main**, 1992, 6 units. Funding: City HOME, City Housing Trust Fund, Michigan Housing Trust Fund, FHLB
- **532 N. Main**, 1992, 7 units. Funding: \$184,800. City HOME and City Housing Trust Fund, FHLB, Great Lakes National Bank
- **518/520/522 S. Division**, 1993, 16 units. Funding: \$570,000. City HOME, City CDBG, FHLB, Washtenaw County
- **211 E. Davis**, 1994, 14 units. Funding: \$524,250. City HOME, FHLB, Michigan Housing Trust Fund, Washtenaw County
- **Stimson Apartments**, 1994, 23 units. Funding: \$908,158. City HOME, City CDBG, FHLB, Adrian Dominican Sisters, First of America, Washtenaw County
- **610 W. Summit**, 1995, 6 units. Funding: City HOME, FHLB, Washtenaw County, Michigan Housing Trust Fund
- **125/127 Allen**, 1995/1996, 4 units. Funding: \$221,175. MSHDA, City HOME, Washtenaw County, FHLB





- **1217 W. Huron**, 1996, 7 units. Funding: \$363,025. MSHDA, City HOME, Washtenaw County, FHLB, LISC
- **115/119 N. Glendale**, 1997, 4 units. Funding: \$285,000. MSHDA, City HOME, Washtenaw County, FHLB
- **Arbordale Apartments**, 1998, 39 units. Funding: \$4,615,975. Low Income Housing Tax Credits, MSHDA HOME, City HOME and Housing Trust Funds, Washtenaw County, FHLB
- **411 N. Ashley**, 1998, 6 units. Funding: \$369,213. MSHDA, HUD Supportive Housing Program, City Trust Funds, FHLB
- **1305/07/11/13 Pontiac Trail**, 2000, 4 units. Funding: \$466,582. MSHDA, City HOME, City CDBG, Washtenaw County, FHLB
- **517 W. Summit**, 2003, 2 units. Funding: \$316,075. MSHDA, City HOME
- **Carrot Way**, 2005, 30 units. Funding: \$5,484,128. Low Income Housing Tax Credits, MSHDA HOME, City HOME, FHLB, RAAH
- **426 S. First**, Ann Arbor, 2007, 7 units. Funding: \$1,078,950. City HOME, MSHDA HOME, DDA, LISC, Private Investment
- **819 Third**, Ann Arbor, 2009, 6 units. Funding: \$1,000,000. MSHDA Homelessness Initiative, City HOME, DDA, Washtenaw County
- **1675/1677 Broadway**, Ann Arbor, 2009, 4 units. Funding: \$780,000. MSHDA Homelessness Initiatives, City HOME, Federal Home Loan Bank (FHLB), Washtenaw County
- **1440 Pear Street**, Ann Arbor, 2009, 20 units. Funding: \$3,025,468. MSHDA Homeless Initiatives, MSHDA Housing and Community Development Funds, City HOME, Nonprofit Loan, FHLB, Low Income Housing Tax Credits
- **701 Miller**, Ann Arbor, 2012, 23 units. Funding: \$3,723,964. MSHDA NSP, City HOME, City NSP, County HOME, County CDBG, FHLB, DDA
- **Pauline Apartments**, 1500 Pauline, Ann Arbor, 2013, 32 units. Funding: \$10,847,544. Urban County CDBG, MSHDA HOME, FHLB, Low Income Housing Tax Credits
- **815/821 Gott Street**, Ann Arbor, 2016, 6 units. Funding: \$964,620. County HOME, FHLB, Ann Arbor Housing Trust Fund, Private Loan
- **Sharon Ann Apartments**, Chelsea, 2017, 17 units. Funding: \$2,819,867. FHLB, Low Income Housing Tax Credits, Private Loan
- **Hickory Way Apartments Phase I**, 1120 S. Maple, Ann Arbor, 2019 Closing (under construction). Funding: \$10,568,014. Urban County HOME, Low Income Housing Tax Credits, City of Ann Arbor Affordable Housing Funds, Private Loan
- **Hickory Way Apartments Phase II**, 1130 S. Maple, Ann Arbor 2019 Closing (under construction). Funding: \$10,878,613. Urban County HOME, Low Income Housing Tax Credits, City of Ann Arbor Affordable Housing Funds, FHLB AHP, Private Loan





- **1911/1913 Dexter**, 2017, 2 units. Funding: \$162,667. Ann Arbor Housing Trust Fund (plus assumption of existing public debt)
- **100/102 and 112/114 Glendale**, 2017, 4 units. Funding: \$613,333. Ann Arbor Housing Trust Fund (plus assumption of existing public debt)
- **104/106 & 124/126 Glendale**, 2018, 4 units. Funding: \$1,020,402. HOME, FHLB, Private Loan (closed in 2019, about to start rehab)
- **Hilltop View Apartments**, 7651 Dexter, 2020, 24 units (closed on Bridge loan). Approved Funding: \$8,560,983. HOME, FHLB, Low Income Housing Tax Credits, Private Loan

References:

Teresa Gillotti, Director

Washtenaw County, Office of Community and Economic Development (OCED)

415 W. Michigan Ave. Ypsilanti, MI 48197; 734-544-3042 (office) 810-410-6982 (cell)

gillottitm@washtenaw.org

Washtenaw OCED has awarded and monitors County HOME and other financing for multiple Avalon developments. OCED is managing the development agreement process for a County-owned parcel in Ann Arbor where Avalon is a developer.

Chad Benson, LIHTC Allocations Manager,

Michigan State Housing Development Authority

735 E. Michigan Ave. Lansing, MI 48912; 517-335-9874 (office) 517-582-2302 (cell)

bensonc@michigan.gov

MSHDA has awarded and monitored LIHTC funds for multiple Avalon developments.

Michael Recker, AHP Portfolio Manager, FHLBank Indianapolis

8250 Woodfield Crossing Blvd. Indianapolis, IN 46240; 317-465-0362

mrecker@fhlbi.com

FHLBI has awarded and monitored FHLBI AHP funds for multiple Avalon developments

Courtney Nicholls, City Manager, City of Dexter

8123 Main Street, 2nd Floor, Dexter, MI 48130; 734-580-2229

cnicholls@dextermi.gov

The City of Dexter sold a parcel of City-owned to Avalon to develop affordable housing.





August 17, 2020

Submitted for: Apartment Renovation, 206 N. Washington, Ypsilanti, MI

Project Experience in Apartment Renovation:

- Tonquish Creek Manor for Plymouth Housing Commission; Plymouth, MI: Capital Improvements Study and Subsequent Designs for Common Area Renovations; plans are completed and currently being bid. Preliminary estimate: about \$2,000,000.
- Sharon Ann Apartments for Avalon Housing; Chelsea, MI: Renovation of 17-unit apartment building with (small) community center. Completed 2018. Cost: about \$1.25 million.
- Arbordale Apartments for Avalon Housing; Ann Arbor, MI: Renovation of 40-unit apartment building. First project, completed 2001, included renovation of one unit for accessibility, and one for community center; cost: unknown. Resyndicated with second renovation project completed 2017; cost: about \$1.75 million.
- 701 Miller Apartments for Avalon Housing; Ann Arbor, MI: Renovation of 24-unit apartment building, included renovation of one unit for accessibility, and one for community center. Completed 2013. Cost: about \$1.9 million.
- Pear Street Apartments for Avalon Housing; Ann Arbor, MI: Renovation of 20-unit apartment building. Completed 2009. Cost: about \$840,000.

Project Experience in Apartment New Construction:

- Hilltop View Apartments for Avalon Housing; Dexter, MI: 24 units plus community center. Plans are completed and currently being bid. Cost: about \$6.5 million including building construction and site work.
- Hickory Way Apartments for Avalon Housing; Ann Arbor, MI: 70 units plus extensive community space in two buildings. Currently under construction (2 separate phases). Cost: about \$14,000,000 including building construction and site work.
- State Street Village Apartments for McKinley, Ann Arbor, MI: 70 units in two buildings. Completed 2016. Cost: Unknown.

A R C H I T E C T S

210 Collingwood Dr., Suite 106, Ann Arbor MI 48103

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www.cdiarchitects.com

734.663.7580

CDI Apartment Project Experience, 8/17/20, p. 2

- Glencoe Oaks Apartments for McKinley, Ann Arbor, MI: 35 units. Completed 2015. Cost: Unknown.
- Pauline Apartments for Avalon Housing, Ann Arbor, MI: 32 units plus community center. Completed 2014. Cost: about \$6 million.
- Carrot Way Apartments for Avalon Housing, Ann Arbor, MI: 30 units plus community center. Completed 2005. Cost: \$3,090,000.

See brochure for additional project experience.

References:

- Tonquish Creek Manor: Cindy Rapson, 734-891-1999; rapson@plymouthhousing.net.
- Avalon Housing, 734-663-5858: Wendy Carty-Saxon (wcarty-saxon@avalonhousing.org) for recent projects; Michael Appel (mappel@avalonhousing.org) for earlier ones.
- McKinley projects: Primary contact was Tom Gritter, no longer at McKinley but available at tgritter@gritterres.com or 734-476-8860.



EXPERIENCE

Arbordale and Pear Street Apartments – Ann Arbor, MI

Arbordale: Completed in 1999, Contract Amount \$1,721,656

Pear Street Apartments: Completed in 2010, Contract Amount \$869,315

Phoenix has completed two MSHDA rehabilitation projects for Avalon Housing, the Arbordale, 39-units, and Pear Street, 20-units, Apartments. Both of these projects included total exterior and interior renovation of the existing buildings including mechanical, electrical and plumbing systems.

Owner: Avalon Housing
Architect: CornerstoneDesign



Sunward Cohousing - Ann Arbor, Michigan

Completed 2000, Contract Amount \$5,820,000

Co-housing embodies the Danish concept of a community-centered lifestyle in which a group of owners contributes to the project's design process and help create an environment suited to their collective needs. Co-housing owners have ongoing contact through shared activities, communally prepared dinners and participatory governance.

Phoenix has constructed three communities near Ann Arbor's Sister Lakes. Sunward, the first 40-unit complex, is located on twenty acres and consists of two and three bedroom condos grouped in buildings of 6-8 units, which are clustered together around courtyards with walkways, owner-tended gardens and trails. Roads circle the perimeter of the development creating a people-focused neighborhood.

Owner: Cohousing Development Company
Architect: Sunstructures Architects, Inc.



Great Oak Cohousing - Ann Arbor, Michigan

Completed 2003, Contract Amount \$5,680,029

The Great Oak 37-unit, co-housing project is located on twelve acres and consists of two, three and four-bedroom condos grouped in buildings of 3 or 4 units, which are clustered together around courtyards with walkways, owner-tended gardens and trails. Roads and parking are located on the perimeter of the development creating a people-focused neighborhood.

Owner: Cohousing Development Company
Architect: Sunstructures Architects, Inc.
McCamant and Durrett Architects



Touchstone Cohousing

Completed 2006, Contract Amount \$7,427,000

The Touchstone co-housing project is located on twelve acres and consists of forty-two units of two, three- and four-bedroom condos grouped in buildings of 4–6 units, which are clustered together around courtyards with walkways, owner-tended gardens and trails. Roads and parking are located on the perimeter of the development creating a people-focused neighborhood.

Owner: The Cohousing Development Company
Architect: McCamant and Durrett Architects



Crawford House - Ann Arbor, Michigan

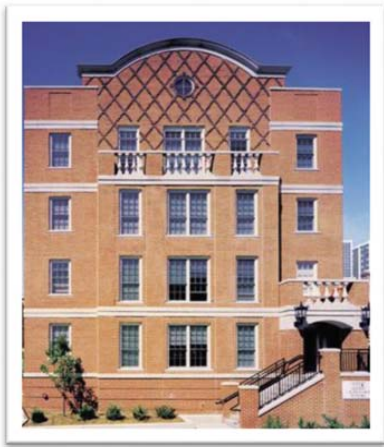
Completed 1999, Contract Amount \$2,269,401

Located on Willard Street in Ann Arbor, across from East Quad (UM campus), the Crawford House Apartments reflect turn-of-the-century architecture. Its proportions, brickwork and stone banding echo the Tudor style of older buildings at The University of Michigan.

Remarkably, Crawford House is built on a standard 70' x 90' city lot and houses up to 41 occupants in eight luxury apartments. Site coordination was intense, with five properties adjacent to the construction site, no staging area and minimal setbacks. The project was completed ahead of schedule and under budget.

Owner: The Stegeman Group

Architect: Leon Chatelain and Kadushin Associates



Gathering Place – Ann Arbor, Michigan

Completed 2005, Contract Amount \$1,613,159

The Gathering Place is an Ann Arbor residence for those who have suffered closed-head injuries. It features a support center for families of the residents. Phoenix Contractors handled construction of Gathering Place from start to finish. A highlight of the building is its attractive, contemporary-looking exterior.

Owner: Gathering Place

Architect: Terry Alexander



Brecon Village Memory Support Center – Saline, Michigan

Completed 2010, Contract Amount \$7,746,766

Evangelical Homes of Michigan selected Phoenix Contractors when it wanted to build a new Memory Care unit. The free-standing Memory Center is a 45,000 square foot, single-story, assisted-living memory care center. This project includes three households of 10-units, each with a kitchen, gathering space and porch. The facility also includes an adult daycare center and an area for “neighborhood services” that houses a spa, market café, library, commercial kitchen, and several activity areas for use by the residents and their families. On the surrounding grounds there is a separate garden. plaza with gazebo’s, fountains, trellises and planting gardens for each household. The building security features a vigil system throughout including the outdoor garden plaza areas.

Owner: Evangelical Homes of Michigan
Architect: Harley Ellis Deveraux, Architects

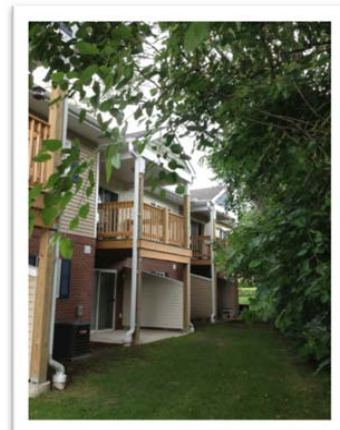


Pauline Apartments – Ann Arbor, Michigan

Completed 2014, Contract Amount \$6,009,590

Pauline Apartments was a 32-townhouse unit apartment development by Avalon Housing. The project replaced an existing complex and provided clean new homes meeting MSHDA and Section 3 requirements. The project also included a Washtenaw County Standard 100-year underground storm water control and detention system. The project involved Washtenaw County section 3 contractors and met County Green Building Energy Star standards. The Community Building Housed Roof Top Solar Panels and provided Gathering Space and a Laundry Service Area for the families of Pauline Apartments.

Owner: Avalon Housing, Inc.
Architect: Cornerstone Design Inc



University of Michigan Housing – Ann Arbor, Michigan

Over the years, Phoenix has worked on nearly all the housing on Michigan's campus from huge dormitories such as East and West Quad to fraternities and sororities to housing that is closer in style to Avalon's, like the Northwood Community Apartments and Townhouses and Oxford Housing. In total we have completed more than 50 housing projects for the University, including is a 49,000 square foot four-story renovation to the historic Martha Cook building. Work included selective renovations and infrastructure integration of historic construction and new technology. The work was completed in 2007 for \$1.5 million.

Safehouse – Ann Arbor, Michigan

Completed 1998, Contract Amount \$2,770,148

Phoenix was the constructor of Ann Arbor's Safehouse, a three-story, 30,000 square foot residence for abused women and their children. The building houses family-style units for the guests, communal dining, a commercial dining room, gathering spaces, offices, and a public lobby.

Owner: Safehouse Architect:
A3C



Resumes of Firm and Lead Team Members



About Avalon

At Avalon Housing, we believe that housing is a basic human right. Our mission is to build healthy, safe and inclusive supportive housing communities as a long-term solution to homelessness.

Avalon Housing is Washtenaw County nonprofit founded in 1992. We provide supportive housing for people who are homeless and who have behavioral and physical health challenges, including mental illness and substance use disorders. Supportive housing is a combination of affordable housing and support services that help people live more stable and productive lives. Today Avalon owns and operates 294 apartments at 26 sites in Washtenaw County. We provide support services to our tenants and to people living in public housing or in units owned by private landlords.

Who we serve

Avalon serves more than 800 clients in Washtenaw County, including 200 children. More than half of our clients live on less than \$800/month. Many deal with mental health and/or substance use disorders.

How Avalon Supportive Housing Works

Housing First

We first offer housing to those in need, with no pre-conditions. We then provide a broad array of supports to help people stay housed. We practice harm reduction to engage and support people on their individual path to recovery. As a nonprofit real estate developer, Avalon owns and/or manages supportive housing units scattered throughout Ann Arbor and in Chelsea. Properties are financed with a complex mix of non-traditional sources, including Low Income Housing Tax Credits, federal grants and rent subsidies, to reduce debt and guarantee permanent affordability.

Enhanced Property Management

At Avalon, our property management and services teams have the same goal – preventing eviction. They work together to creatively engage our tenants, meet their needs and keep them housed. Our property management teams provide periodic unit inspections, payment plans, community meetings and close coordination with support services.

Community Building

Over 27 years of experience have taught us that building community is one of the most important parts of our work. We believe in the power of community to reduce isolation, foster hope and increase self- determination. Avalon has a wide range of programs to engage our residents and support at-risk youth, including:

- On-site community resource centers
- After-school, summer day camp and youth leadership programs
- Food pantries
- Edible Avalon community garden program
- Employment support
- VOCAL (Voices of Community Advocates and Leaders) resident leadership program
- Recovery groups, parenting support, financial management and enrichment programs

Supportive Housing Services

All Supportive Housing residents are eligible to receive a wide variety of creative one-on-one supports and participate in our community programs. Individualized supports help tenants address behaviors and challenges that may lead to eviction and a return to homelessness. Essential supports include:

- Case management: assessment, goal setting and action plans
- 24/7 on-call crisis response
- Assistance with basic needs and maintaining a safe and healthy household

- Advocacy and support with health care, substance abuse and mental health systems
- In-home primary medical care with our Packard Health partners
- Medication management and transportation to critical appointments
- Support and advocacy around parenting and child welfare issues
- Peer support programs

Impact

Supportive housing is nationally recognized as the most effective long-term solution to homelessness. The combination of affordable housing and support services prevents evictions, increases stability and provides opportunities for recovery. With greater stability, people have the chance to realize their full potential. Avalon's retention rate, which measures the percentage of people who remain housed after one year, is 95%, compared to the national average of 84% for all supportive housing providers.

2019 Annual Report to the Community





Housing First

NEW IN 2019



Avalon moved **172** people from homelessness into supportive housing

Our housing retention rate:



As of 2019, we have these units in our development pipeline:

Hickory Way Apartments in Ann Arbor

70 new units

Two duplexes in Ann Arbor

6 units

Hilltop View Apartments in Dexter

24 new units

Veridian at County Farm Park

50 new units

150 units



Construction for Hickory Way Apartments started in 2019.

Avalon closed on **three new properties**, a total of 74 units.





Supportive Housing Services



In 2019, Avalon served a
**total of 772
clients.**

Avalon helped pioneer Michigan's **State Innovation Model (SIM)**, an innovative data matching program that enables housing providers to identify people who are living unsheltered and over-using emergency rooms for their health care. Through SIM data matching, we found a 38-year-old man who was homeless and had been living outdoors in Ann Arbor for the past six years. He had had no contact with other services providers or any system of care. He would not stay in the shelter's warming center, because he felt unsafe there. Avalon housed him within one month of meeting him. With his Avalon case manager's help, he has obtained primary medical care to address his recurring health conditions that caused him to constantly visit the ER while homeless. **He is now thriving in his new home.**

Staff and Client Support

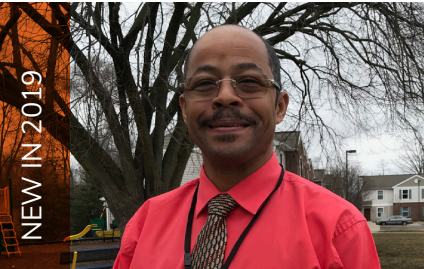
Our **Data and Evaluation** team created a new app that contains a staff directory, a live "on-call" list for after-hours issues, and an editable community resource guide with information on over 120 resources in our community for Avalon clients.



Community Building



NEW IN 2019



◀ Avalon received an **Americorps grant**. Americorps volunteer **Johnnie B** assisted with our programs while getting tenants and clients connected to employment opportunities.

The **Edible Avalon Program** had 50 gardeners (volunteers and tenants) who tended 14 garden plots. We also had our largest-ever Youth Leadership Team of seven teens, who developed critical employment and teamwork skills.

Avalon's Youth Program Assistants provided structure and fun activities during our afterschool program. They also planned community events in partnership with VOCAL, Avalon's tenant leadership group. Our Youth Program Assistants also kept our food pantries running and supported a transition to USDA foods, which gave our clients more and better food options.



Avalon Nonprofit Housing Corporation and Subsidiaries **Consolidated Statement of Activities- Unaudited**
for the year January 1 to December 31, 2019

Revenues

Contributions	\$833,587
Grants	\$3,490,159
Contracted Services Income	\$925,262
Developer Fee Income	\$550,095
Interest Income	\$110,833
Rental Income	\$2,775,736
Miscellaneous Income	\$38,890

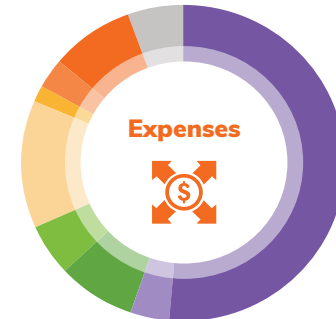
Total Revenue 8,724,562

Expenses

Personnel	\$4,636,223
Professional Fees	\$365,703
Repairs & Maintenance	\$698,510
Utilities	\$468,114
Depreciation & Amortization	\$1,164,950
Miscellaneous	\$163,202
Interest Expense	\$276,867
Administrative*	\$742,863
Pass Through Expense	\$492,629

Total Expense 9,009,061

*Includes travel, staff training, occupancy, IT services, and insurance.



Net Revenue Over Expense

(\$284,499)

Adjustment For Non-Cash & Non Operating Items

Restricted Interest Income – MSHDA Held Reserves	(\$107,581)
Revenue From Debt Forgiveness	(\$153,000)
Deferred Property Mortgage Interest Expense	\$154,658
Depreciation & Amortization Expense	\$1,164,950

Total Adjustments

\$1,059,027

Adjusted Net Revenue Over Expenses

\$774,528

Avalon's largest expenses are for staffing. This includes our case managers, property managers, maintenance and administrative staff. When you donate to Avalon, you're supporting general operations that enable us to serve all our clients.



AVALON HOUSING

1327 Jones Drive, Suite 102
Ann Arbor, MI 48105



(734) 663-5858



@AvalonHousing



info@avalonhousing.org



avalonhousing.org

Our mission is to build healthy, safe, and inclusive supportive housing communities as a long-term solution to homelessness.





Property List

Properties owned by Avalon or its subsidiaries as of January 2019

1. **201 W. William St.**, 1925 wood frame house. Acquired 1992. 6 efficiency apartments.

Financing: \$229,143 total cost

\$100,000 City of Ann Arbor Housing Trust Fund

\$ 26,193 Michigan Housing Trust Fund

\$ 90,000 Tax credit syndication. Limited Partners National City,
Key, Comerica, Bank One



2. **532 N. Main St.**, 1900 brick house. Acquired 1992. 1 one-bedroom apartment & 6 sleeping rooms.

Financing: \$184,800 total cost

\$ 102,500 City of Ann Arbor HOME Funds & Housing Trust Funds

\$ 25,000 Federal Home Loan Bank Affordable Housing Program

\$ 57,300 Great Lakes National Bank



3. **518, 520, 522 S. Division St.**, 1900, 1910 & 1930 wood frame houses. Acquired 1993. 10 sleeping rooms & 3 efficiencies & 2 one-bedroom apartments & 1 two-bedroom apartment.

Financing: \$570,000 total cost

\$405,000 City of Ann Arbor HOME Funds & CDBG Funds

\$ 90,000 Federal Home Loan Bank Affordable Housing Program

\$ 75,000 Washtenaw County



4. **211 E. Davis St.**, 1940 concrete and stucco building. Acquired 1994. 14 efficiency apartments & 1 one-bedroom Pilot Light tenants organization unit.

Financing: \$524,250 total cost

\$334,250 City of Ann Arbor HOME Funds

\$ 95,000 Federal Home Loan Bank Affordable Housing Program

\$ 50,000 Michigan Housing Trust Fund

\$ 45,000 Washtenaw County



5. **Stimson Apartments**, 1959 & 1960 wood frame and brick veneer buildings. Acquired 1994. 18 one-bedroom units & 5 two-bedroom units

Financing: \$908,158 total cost

\$550,000 City of Ann Arbor HOME Funds & CDBG Funds

\$180,000 Federal Home Loan Bank Affordable Housing Program

\$ 70,000 Adrian Dominican Sisters

\$ 58,158 First of America/CCI

\$ 50,000 Washtenaw County



6. **610 W. Summit**, 1900 wood frame house. Acquired 1995. 5 efficiency apartments & 1 1-bedroom apartment

Financing: \$221,011 total cost

\$125,000 City of Ann Arbor HOME Funds

\$ 40,000 Federal Home Loan Bank Affordable Housing Program

\$ 40,000 Washtenaw County

\$ 16,011 Michigan Housing Trust Fund



7. **125 & 127 Allen**, 1963 block and wood frame duplexes. Acquired 1995/6. 4 2-bedroom apartments.

Financing: \$221,175 total cost

\$110,000 Michigan State Housing Development Authority

\$ 43,175 City of Ann Arbor HOME Funds

\$ 40,000 Washtenaw County

\$ 28,000 Federal Home Loan Bank Affordable Housing Program



8. **1217 W. Huron**, 1869 wood frame house. Acquired 1996. 5 efficiency apartments & 2 1-bedroom apartments.

Financing: \$363,025

\$153,925 City of Ann Arbor HOME Funds

\$110,500 Michigan State Housing Development Authority

\$ 40,000 Washtenaw County

\$ 38,500 Federal Home Loan Bank Affordable Housing Program

\$ 20,100 Local Initiatives Support Corporation



9. **115 & 119 N. Glendale**, 1963 block and wood frame duplexes. Acquired 1997. 4 2-bedroom apartments

Financing: \$285,000 total cost

\$124,000 Michigan State Housing Development Authority

\$124,000 City of Ann Arbor HOME Funds

\$ 25,000 Washtenaw County

\$ 12,000 Federal Home Loan Bank Affordable Housing Program



10. **Arbordale Apartments**, 1957 wood frame and brick veneer buildings. Acquired 1998. 34 1-bedroom apartments & 5 2-bedroom apartments & 1 2-bedroom service provision unit

Financing: \$4,615,975 total cost

\$2,061,815 Tax credit syndication: National Equity Fund, limited

\$1,400,000 MSHDA HOME Funds

\$ 730,000 City of Ann Arbor HOME Funds & Housing Trust Funds

\$ 178,660 General Partner Equity

\$ 175,500 Federal Home Loan Bank Affordable Housing Program

\$ 70,000 Washtenaw County



11. **411 N. Ashley**, 1900 wood frame house. Acquired 1998. 6 sleeping rooms & basement service provision office space.

Financing: \$369,213 total cost

\$136,105 Ann Arbor Downtown Development Authority

\$100,000 MSHDA

\$ 74,508 HUD-Supportive Housing Program

\$ 33,600 City of Ann Arbor Housing Trust Funds

\$ 25,000 Federal Home Loan Bank Affordable Housing Program



12. **1305 – 1313 Pontiac Trail**, 1968 wood frame & brick veneer duplexes. Acquired 2000. 4 2-bedroom apartments.

Financing: \$466,582 total cost

\$270,000 Corporation for Supportive Housing (bridge loan)

\$242,582 City of Ann Arbor HOME Funds & CDBG Funds

\$160,000 MSHDA

\$40,000 Washtenaw County

\$24,000 Federal Home Loan Bank Affordable Housing Program



13. **517 W. Summit**, 1992 wood frame duplex. Acquired 2003. 2 3-bedroom apartments.

Financing: \$316,075 total cost
\$150,000 City of Ann Arbor HOME Funds
\$ 60,000 MSHDA
\$ 25,000 Washtenaw County
\$ 81,075 Local Initiatives Support Corporation



14. **Carrot Way Apartments**, new construction wood frame buildings. Completion 2005. 6 1-bedroom, 16 2-bedroom & 8 3-bedroom units with an on-site community building.

Financing: \$5,484,128 total cost
\$2,600,144 Tax credit syndication: Great Lakes Capital Fund, limited partner
\$1,450,000 MSHDA HOME Funds
\$1,000,000 City of Ann Arbor HOME Funds
\$ 200,000 Religious Action for Affordable Housing
\$ 135,000 Federal Home Loan Bank Affordable Housing Program
\$ 80,984 General Partner Equity



15. **426 S. First**, 1966 Two-level, wood-frame building. Acquired 2006. 6 1-bedroom, 1 2-bedroom units.

Financing: \$1,078,950 total cost
\$525,000 City of Ann Arbor HOME Funds
\$300,000 MSHDA HOME Funds
\$153,950 Downtown Development Authority
\$ 75,000 LISC
\$ 25,000 Private Investment



16. **819 Third Street**, 1930 wood-frame brick veneer building. Acquired 2007. 2 Efficiency, 4 1-bedroom units.

Financing: \$1,000,000 total cost
\$500,000 MSHDA
\$415,000 City of Ann Arbor HOME Funds
\$ 60,000 Downtown Development Authority
\$ 25,000 Washtenaw County



17. **1675/1677 Broadway**, 1928 wood-frame, brick veneer building. Acquired 2007. 2 1-bedroom, 1 2-bedroom and 1 3-bedroom units.

Financing: \$780,000
\$360,000 MSHDA
\$355,000 City of Ann Arbor HOME Funds
\$ 40,000 Federal Home Loan Bank
\$ 25,000 Washtenaw County



18. **Pear St. Apartments**, 1960's block apartment building, Acquired 2008. 20 1-bedroom apartments.

Financing: \$3,025,468 total cost
\$1,042,303 Tax credit syndication: Great Lakes Capital Fund, limited partner
\$ 500,000 MSHDA Homeless Initiatives Funding
\$ 845,000 City of Ann Arbor HOME Funds
\$ 233,056 Nonprofit loan: Capital Fund Services
\$ 200,000 Federal Home Loan Bank Affordable Housing Program
\$ 189,100 MSHDA Housing & Community Development Fund
\$ 16,000 Deferred developer fee



19. **701 Miller**, 1965 wood frame apartment block with stucco veneer, acquired 2011. 22 2-bedroom units and 1 Efficiency plus a Community Center.

Financing: \$3,723,964 total cost
\$1,456,120 MSHDA NSP
\$ 598,889 Washtenaw County HOME Funds
\$ 567,166 City of Ann Arbor HOME Funds
\$ 410,263 City of Ann Arbor NSP
\$ 263,425 Ann Arbor DDA
\$ 230,000 Federal Home Loan Bank
\$ 103,598 Washtenaw County CDBG
\$ 94,503 Deferred Developer Fee



20. **Pauline Apartments**, 2013 wood frame buildings. 6 1-bedroom units, 14 2-bedroom units, and 12 3-bedrooms, plus a Community Center.

Financing: \$10,847,544 total cost
\$6,934,800 Tax Credit Syndication: NEF, limited partner
\$2,318,324 MSHDA HOME Funds
\$ 750,000 Federal Home Loan Bank
\$ 500,000 Washtenaw Urban County CDBG
\$ 344,320 Deferred Developer Fee



\$ 100 General Partner Capital Contribution

21. **815/821 Gott Street**, 1901 wood frame triplexes. Acquired 2016. One efficiency, four one-bedroom, one two-bedroom apartments.

Financing: \$984,620 total cost
\$375,000 Washtenaw County HOME
\$368,720 Federal Home Loan Bank
\$183,400 Perm Loan Chelsea State Bank
\$ 50,000 City of Ann Arbor Affordable Housing Fund
\$ 7,500 Deferred Developer Fee



22. **Sharon Ann Apartments**, 1901 wood frame triplexes. Acquired 2017. 14 one-bedroom apartments, plus an onsite Community Center.

Financing: \$2,819,867 total cost
\$1,936,415 Tax Credit Syndication: Cinnaire, limited partner
\$500,000 Federal Home Loan Bank
\$250,000 Perm Loan Chelsea State Bank
\$50,000 Sponsor Loan
\$17,000 Faith in Action Loan
\$100 GP Equity
\$66,352 Deferred Developer Fee



23. **100/102 & 112/114 Glendale**, 2 1960's wood frame, brick veneer duplexes. Acquired 2017. 4 two-bedroom apartments.

Financing: \$613,333 total cost: *\$33,333 new financing + \$580,000 in assumed debt*
\$33,333 Ann Arbor Housing Trust Fund (new)
\$240,000 MSHDA HOME (assumed)
\$300,000 City of Ann Arbor HOME (assumed)
\$ 40,000 Washtenaw County (assumed)

24. **1911/1913 Dexter**, 1 1960's wood frame, brick veneer duplex. Acquired 2017. 2 one-bedroom apartments.

Financing: \$162,667 total cost: *\$16,667 new financing + \$146,000 in assumed debt*
\$16,667 Ann Arbor Housing Trust Fund (new)
\$129,000 City of Ann Arbor HOME (assumed)
\$ 17,000 Washtenaw County (assumed)

25. **104/106 & 124/126 Glendale**, 2 1960's wood frame, brick veneer duplexes. Acquired 2018. 2 two-bedroom apartments and 2 3-bedroom apartments.

Financing: \$1,020,402 total cost
\$565,402 Washtenaw County HOME
\$290,000 Federal Home Loan Bank
\$165,000 Perm Loan Chelsea State Bank



Aubrey Patino – Executive Director

Aubrey Patino, MSW, has over a decade of experience working with people who are homeless and people with behavioral health challenges, specializing in serving a high needs population and engaging the most marginalized community members. She started at Avalon as a social work intern, and since then held the roles of Senior Property Manager, Services Team Leader, Director of Clinical Services, and finally Executive Director. Aubrey also gained experience working for a year at the Downtown Emergency Service Center in Seattle, WA – a national leader in the housing first movement. In 2014, she was selected by the National Alliance to End Homelessness as one of five homeless services providers across the country to complete the Transatlantic Practice Exchange where she was sent to the UK to study best practices in the field of housing and homelessness. Aubrey is a licensed Social Worker in the State of Michigan, with a Master's degree in Social Work from the University of Michigan where she currently serves as a field instructor for MSW candidates. Her considerable expertise has helped Washtenaw County develop our community housing prioritization process and increase community awareness of harm reduction techniques. She is also a national leader in the movement to end homelessness who presents regularly at conferences on PSH and services for complex needs households.



Wendy Carty-Saxon — Director of Real Estate Development

Wendy is Avalon's Director of Real Estate Development. She has been with Avalon since 1998, starting as Asset Manager, and has been responsible for Avalon's real estate development activities since 2005.

Wendy has closed on numerous new acquisition projects, resulting in one hundred eighty-five (185) affordable and supportive housing units, and preserved many others through rehab and refinance. Wendy has secured development financing from private and public sources including low income housing tax credits, HUD HOME, CDBG and Neighborhood Stabilization Program, MSHDA, and private financing. She also has worked closely on many projects with local funders including the Washtenaw County Office of Community and Economic Development, the City of Ann Arbor and the Ann Arbor Downtown Development Authority. Wendy has a Master of Urban Planning degree from the University of Michigan, focusing in Housing and Community Development.





Michael Appel — Senior Developer

Michael Appel has worked in the field of housing and community development for over 30 years. Beginning as a tenant organizer and housing advocate, he has extensive experience in housing development, organizing, advocacy and policy initiatives, as well as organizational leadership. Since 1993, he has worked at Avalon Housing, a local supportive housing provider, starting as Housing Development Specialist and later serving as Associate and then Executive Director. He is currently Senior Developer at Avalon. Since 2016, he has also worked at Develop Detroit, a non-profit real estate development organization, as a Senior Project Manager. In 2012, he initiated AppelWorks, a consulting firm through which he has worked on homeless grants and services with Continuum of Care organizations, the Ann Arbor Housing Commission and on private, affordable housing development. He has also taught Community Practice courses at the University of Michigan School of Social Work, led trainings and provided technical assistance.

He has developed over 260 units of permanent supportive housing at 23 different projects—with involvement from site selection through closing and rent-up. In settings as diverse as Ann Arbor and Detroit, he has brought together the various funding sources and public approvals necessary to acquire, renovate and/or build affordable housing. He has secured well over \$25 million in financing from public and private sources including LIHTC, HOME, FHLB, MSHDA, HUD, and both commercial and non-profit debt. His project management experience extends from initial concept and design through construction and occupancy. He has extensive compliance experience with both development and operational subsidy and grants. As a grant writer, he has successfully secured multiple HUD Homeless grants—both new and multi-year renewals—along with significant capital and programmatic grants from public and private funders.





Jason Potter — Avalon's Senior Project Manager—Asset Management

Jason returned to Avalon in 2017, after 6.5 years working as Managing Director of all Facilities at Eden Foods. Jason previously worked at Avalon from 2005 to 2011 as Avalon's Facilities Manager, and so brings a comprehensive knowledge of Avalon's properties and mission.

Jason supports real estate department activities around capital improvements, property rehab and acquisition of new projects. Jason oversees the property rehabilitation activities of general contractors. Jason also assists with site selection and evaluation, site and unit layout, operations considerations, construction specification review, and green performance standards review and compliance.

After returning to Avalon in the fall of 2017, Jason has provided internal construction management/rehab oversight for several Avalon rehab and new construction developments including 815/821 Gott; Sharon Ann Apartments; Hickory Way Apartments Phases I and II; 104/124 Glendale; and providing feedback and insight for the upcoming 108/110 Glendale, and Hilltop View Apartments.



CORNERSTONE DESIGN INC



CREATIVE, RESPONSIVE
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INTRODUCTION

Cornerstone Design Inc was founded in 1989 to provide a full range of architectural services to commercial clients. Projects have included both new construction and renovations, and the firm's experience also includes residential and institutional work.

Founder, Richard L. Henes AIA Emeritus, started Cornerstone in response to a perceived need for a "construction-smart" architect. Rich retired at the end of 2016.

The firm is now led by David Esau AIA, who became a principal in 1995. David has unique expertise in accessible and universal design, as well as extensive work on commercial and residential projects.

In these days, when architectural practice is so much more than design and drafting, this range of experience and resources allows **Cornerstone Design** to provide its clients with unmatched abilities to:

- ◆ Obtain required government approvals;
- ◆ Design to your budget;
- ◆ Provide for the safety and comfort of your employees and customers, through our extensive knowledge of applicable codes and regulations;
- ◆ Work efficiently with consultants to make the best use of your site, and to provide cost-effective building systems;
- ◆ Prepare bid documents with the information contractors really need;
- ◆ Work with contractors to keep construction changes to a minimum; and
- ◆ Effectively represent your interests during construction.

United Bank & Trust opened its new Dexter, MI branch in 2001. CDI provided full services from shepherding the project through the approvals process, to building and site design, and through construction.



All of this technical expertise is combined with the ability to provide quality design, at the level appropriate for your project. We are always aware of your goals for the project, and work hard to achieve them at the lowest possible overall cost. That is why we say we provide ***Creative, Responsive Architectural Services.***

The effectiveness of Cornerstone's approach can be seen from our high proportion of repeat clients. They come back because **Cornerstone Design** provides them with fast personal service and quality design, at a reasonable fee. They know we'll give every project, large or small, the kind of attention it deserves--the kind of attention you deserve.

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PERSONNEL

DAVID ESAU AIA, LEED AP; Principal.

David graduated from Kansas State University in 1985 with a Bachelor of Architecture and a Bachelor of Science in Social Sciences. His professional career includes two design awards for an addition to a historic church in Kansas, and over three years working in Washington, DC with Arthur Cotton Moore/Associates, one of the country's most widely published design firms. Areas of special expertise include barrier free and universal design for residential and commercial facilities.

David has served on the Boards of the Ann Arbor Hands-On Museum (including two years as Chair), the Arts Alliance (two years as Chair), the City of Ann Arbor Public Art Commission, and the Ann Arbor-Ypsi Regional Chamber of Commerce (one year as Chair), among other organizations. He has also been active in the Huron Valley Chapter of the American Institute of Architects, and in 2002 was named that organization's Young Architect of the Year.

David is a member of the American Institute of Architects, and is a licensed Architect in Michigan. He also brings expertise in "green" building practices as a LEED-accredited professional.

On the cover, clockwise from top left:

- *Argus Farm Stop, an indoor year-round farmer's market in downtown Ann Arbor, MI.*
- *Liberty Athletic Club swimming pool & gym addition. Ann Arbor, MI.*
- *Hands-On Museum Building-in-a-Building Exhibit. Ann Arbor, MI.*
- *Fran Coys Salon Expansion; view of main entry. Ann Arbor, MI.*
- *Food Gatherers Office & Warehouse Expansions. Ann Arbor,*

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APPROACH

We start each project by listening to your facility needs and desires, and by learning how you work and what you do. Nobody knows your business as well as you do; our expertise is in translating those needs into physical form, not in telling you what you should be doing differently.

We take those facility needs (the “program”) and develop them into schematic designs. Depending on the building, we may prepare perspective sketches or study models to help you understand how the parts of the building fit together and what the building will look like in real life.

Our designs also look to context, as well as to your own tastes, to determine the look and feel of the building. While we have our own tastes, we prefer to design what we believe is appropriate for the situation. In some cases that may mean fitting in with an existing building or neighborhood; in others, it may mean standing out and establishing an independent presence.

Once the schematic design is complete and acceptable to you, we would proceed to develop that design with successive layers of detail, until there is sufficient information for a contractor to bid and build from. We try not to

over-detail items that are standardized, but we spend a lot of time trying to fill gaps in the plans to avoid questions and confusion.

During bidding and construction (if you decide to have us participate in these phases) our goal is to work collaboratively with the contractors to ensure a smooth process and a good end result.

We are always, however, also trying to verify that

the contractors are complying with the plans and specifications, and performing the work appropriately.

Finally, we plan to be here long after you have moved in. If you have questions about how your building operates, what maintenance is needed, or even how to expand it, feel free to call!

Red Spot Paint & Varnish needed to expand their paint factory in Westland, MI. They hired Cornerstone Design to design office and lunchroom additions that embodied the “high tech” image they wanted to convey to customers for their unique paint

While the plan layout is primarily functional in nature, we know buildings serve other purposes than just your daily operational needs. Some of those purposes may still be functional, in the sense of conveying an image to your customers or clients or employees. It may, for instance, be important to your marketing efforts for your building to convey an image of technological savvy, environmental consciousness, or classical conservatism.

Buildings can also enhance the work experience and thereby productivity, encourage and facilitate communication, even inspire. As one example, buildings with abundant natural light have been shown to increase learning, productivity, and even retail sales. Whatever your goals, whatever your reasons for having them, we try to translate them into a design which is also affordable and constructible.



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SERVICES

Cornerstone Design, alone or in conjunction with engineers and other consultants, can provide a wide array of services to meet your building needs.

STANDARD SERVICES INCLUDE:

- ◆ **Design:** We will turn your program requirements into a design for a building or space that meets your needs and budget.
- ◆ **Construction Documentation:** We will



Red Hawk restaurant, near the UM campus in Ann Arbor, MI, opened in 1992. Cornerstone Design designed this project, which included renovations for the main floor dining room and kitchen, the basement prep kitchen, and a new historically sensitive façade.

- develop your design into drawings and specifications that a contractor can use to prepare a bid, submit for building permits, and do construction.
- ◆ **Bidding:** We will locate contractors qualified to bid on your project, coordinate the bidding process, answer questions as needed, and help you with final contract negotiations.
- ◆ **Contract Administration:** We will make periodic site visits during construction, review submittals, certify contractor payments, and review contract changes to be sure your interests are well-represented during this most crucial phase of the project.

OPTIONAL SERVICES INCLUDE:

- ◆ **Programming:** Careful programming is the foundation for cost-effective design. We will assist you in determining your spatial needs, including sizes and relationships of various spaces, and other information needed to begin design.
- ◆ **Site Selection:** We can help you evaluate potential sites for your project by telling you what issues may affect a site, what size of building the site can support, and what extra costs you might face. By involving us early in the site selection, we can help you avoid costly mistakes.
- ◆ **Site Planning:** Most local jurisdictions require site plans for any site modifications, including building additions. In some circumstances, we can prepare the site plans ourselves; usually we will coordinate civil engineering and landscape design consultants doing the design work.
- ◆ **Accessibility Evaluations:** We are well-versed in accessibility requirements under both state and federal law, and can help you determine what changes you need to make to comply with the Americans with Disabilities Act and other laws.
- ◆ **Cost Estimates:** We can provide estimates of construction costs at various stages throughout the design and documentation phases, or coordinate with your chosen construction manager, to assist you in budget planning.

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AWARDS

AWARDS FOR CORNERSTONE DESIGN AND ITS PRINCIPALS:

- ◆ CDI Principal David Esau, AIA, was recognized in 2015 with the Distinguished Community Service Award by AIA Huron Valley (AIAHV).
- ◆ The firm was recognized by AIAHV in 2009 for 20 years of architectural practice.
- ◆ David was named Young Architect of the Year by AIAHV on the basis of design quality and community involvement, 2002.
- ◆ Avalon Housing awarded David its Community Service Award for contributions to the organization's efforts to develop low-income housing, 2001.
- ◆ The Arbordale Apartments renovation project, in Ann Arbor, MI, was awarded the Pyramid Award for Best Project Team (under \$3 million), by the Washtenaw Contractors Association, 2001. Recipients were Avalon Housing (owner), Cornerstone Design (architect), and Phoenix Contractors (general contractor).
- ◆ In a previous employment, CDI Principal David Esau designed a church classroom addition to historic Marion Presbyterian Church, in Marion, KS. The project was the recipient of the Kansas Society of Architects Award for Excellence, 1988; and the Kansas Preservation Alliance Award, 1988.



Cornerstone Design has worked on many developments with Avalon Housing, an Ann Arbor based non-profit providing low income housing. One of those developments, shown here, is Arbordale Apartments, for which we've now done two renovations, 15 years apart, of an existing 39 unit complex, to improve the environment for tenants.

- ◆ The Hands-On Museum Legacy Gallery renovation project, in Ann Arbor, MI, was awarded the Pyramid Award for Best Project Team (under \$3 million), by the Washtenaw Contractors Association, 2008. Recipients were Hands-On Museum (owner), Cornerstone Design (architect), and JS Vig (general contractor).
- ◆ CDI Vice President David Esau, AIA, was awarded the 2003 Vander Hyden Award by the Washtenaw Contractors Association, for his extensive civic involvement in support of the design and construction industry. David is the first individual architect to receive the award since it was established in 1977.



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PROJECTS

Since our founding in 1989, Cornerstone Design has worked on over 1,000 projects, for more than 150 different clients.

These projects have varied in size from small residential modifications with construction costs of only a few thousand dollars, to commercial and industrial projects with budgets of more than four million dollars; many included site planning and/or programming as well as standard architectural services.

In the following pages, we have provided a sampling of some of our projects. Of course the projects we show off are the most glamorous ones, but we work on plenty of projects that are smaller and less prominent. We're happy to talk to you about projects of any type and size.

If you have any questions about a project, or about how we would apply the experience represented by these projects to your job, please call us at 734.663.7580, or send an email to "info@cdiarchitects.com."



Pondview is an office and research & development structure on the south side of Ann Arbor. It houses the headquarters of NuStep, a developer of low impact step exerciser products. The building was designed to maximize views to the pond and surrounding landscaping.



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HANDS-ON MUSEUM

Cornerstone Design Inc provided full architectural services for the 1998 expansion of the Ann Arbor Hands-On Museum, which more than tripled the size of the original building. Since opening, the expansion has resulted in record levels of membership, visitors, and gift shop sales.

The expansion provided a new entry for the museum, with a colorful façade that hints at

the fun within. The Huron Street façade is more restrained, to be complementary to the museum's original Firehouse building.

CDI has also worked with the Hands-On Museum on other smaller projects both before and since the expansion, including the Building-In-A-Building Construction Exhibit, the Legacy Gallery project, and renovation/restoration work in the Firehouse.



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McKINLEY TOWNE CENTRE

McKinley, a large locally-based national real estate management firm, purchased this 130,000 SF former TCF Bank office building with the intention to redevelop it into a mixed use facility that made a much greater contribution to the liveliness of downtown Ann Arbor.

About 4,500 SF of retail space was added, and about 6,000 SF of covered parking were enclosed to add retail space at ground level. Lobbies and other common areas were renovated, and windows were added into the for-

mer bank branch to enhance its street presence.

The renovated building was able to land the most high profile tenant coming to Ann Arbor in years—Google—as well as other prominent tenants including Bodman (law firm), Bar Louie, AT&T, and Salsaritas (now Tio's). A more recent renovation converted additional covered parking to create space for the UM Stamps Art Gallery.



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MIXED USE DEVELOPMENTS

The Chelsea Clocktower development, located on the north edge of downtown Chelsea, MI, was previously a factory and warehouse complex. After extensive redevelopment of the site and buildings, including a judicious combination of renovation and demolition / new construction,, the complex now houses a collection of offices, restaurants, and shops that bring new life to a formerly run-down area.



Glencoe Crossing was an outdated and largely vacant shopping center when it was taken over by McKinley. Minor renovations were done to the main building (by others) but the two smaller structures closer to the road needed more extensive renovation. One building, shown here, has attracted such prominent tenants as Starbucks; the other building houses an Ichiban Restaurant.



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AMERICAN RED CROSS

The Washtenaw County Chapter of the American Red Cross worked out an innovative land exchange with a local business, providing the Red Cross with a larger site for an expanded facility to meet its growing operations, and to allow blood donation to be brought under the same roof as other services.

The new facility uses staggered floor levels to respond to a sloping site, and to accommodate

the organization's security needs given the widely varying hours of its different operations.

The exterior design conveys strength and stability, while remaining sensitive to its mostly residential neighbors. The interior corridor (below) provides access to classrooms, with skylights bringing daylight to adjacent interior offices.



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FRAN COYS SALON & SPA

Fran Coys Salon & Day Spa is a high-end destination for hair care and spa services, but it needed a home that matched the quality of its services. Its setting in a drab 1960s concrete block building was too small, and did not reflect the style and care that the Salon provided to its customers.

The solution was an expansion that wrapped around the original building, providing the Salon with a completely new image. A glass en-

cased lobby provides a welcoming entrance, with exposed structural elements providing a modern, energetic feel. Exterior ceramic tile over ICFs provides a colorfully patterned, energy efficient facade. Inside warm colors embrace the clients as they take advantage of new larger spaces for each of the Salon's services. The design as a whole achieves the Salon's goal to avoid being too edgy for its long-standing clientele, while appealing to a new generation of clients.



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AVALON HOUSING APTS

Avalon Housing has worked with Cornerstone Design Inc since its founding, including minor projects on some of its smaller houses, as well as several larger renovation projects. Carrot Way Apartments (top picture) was Avalon's first ground-up development, and Pauline Apartments (bottom) was the second.

Despite the limited budget for Avalon's low-income housing, the designs strove to provide

an appearance similar to what might be found on a market-rate development. The sites combine flats and townhouses in a variety of sizes, with community centers with space for support services, meetings, and maintenance staff.

A particular goal is accessibility for people with disabilities. All ground floor units are visitable, and a high proportion are fully accessible.



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ACCESSIBILITY

Cornerstone Design principal David Esau has performed accessibility evaluations on over 200 buildings throughout Michigan, and is a noted expert on accessibility, through his association with ADA IN ACTION, a former service of the Ann Arbor Center for Independent Living.

David has served as a corresponding member of the Accessible Routes subcommittee working on revisions to the ADA Accessibility Guidelines, and was for six years a member of the Michigan ADA Steering Committee, which is a federally funded committee working to educate businesses and governments about ADA requirements.

Cornerstone Design has done many projects specifically focused on accessibility for people with disabilities, ranging from ADA evaluations and consulting, to design of renovations to improve accessibility on both commercial and residential buildings. And of course all of our commercial work involves the application of state and federal accessibility requirements.

In 2009, CDI set up a subsidiary, Michigan Accessible Homes, specifically focused on residential accessibility projects. MAH has worked on about 40 projects since its founding. You can find more information about MAH at www.mi-accessible-homes.com.



Accessibility projects are not often glamorous; most involve modest additions and renovations designed to fit in with an existing house. But for the resident with a disability, that modest project can make a world of difference in his or her ability to bathe, to get in and out of the house safely, perhaps to live independently. The bathroom pictured was part of an addition to a house in the Detroit area.

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HOW TO START

If you are thinking about doing a construction project, it is never too early to talk to somebody with expertise in the field. Good early professional advice can help you avoid mistakes in purchasing land or an existing building, help you budget properly for the time and money needed to take on a project, and possibly even find ways to use your current space more efficiently so you do not need to move or add on.

We would be happy to meet with you to discuss the project you are thinking of doing. The meeting can occur at our office or yours, or at the potential site of the project. Just call us, at 734.663.7580, to set up an appointment. If you are not quite ready to take that step, and



The Flagstar Business Center is a new 3-story building that was proposed for downtown Ann Arbor. The project, now canceled, was to house a bank branch and mortgage office for Flagstar, as well as speculative office space. This rendering shows the schematic design.

want to start with a little research of your own, you might be interested in our **Owner's Manual for Commercial Construction Projects**. This book, which covers the full range of selecting consultants and contractors, programming, design, approvals, costs, and so on, is available to you free. All you need to do is describe your potential project in the box at right, and return this form to us by fax or mail. Or you can email your description and mailing information to CDI President David Esau at desau@cdiarchitects.com.

We look forward to hearing from you, and to working with you to make your dream a reality.

For More Information...

If you are thinking about doing a project, please send this form to us at the address or email below, or call to discuss your project. Thank you for your interest in Cornerstone Design.

☐ I've described my potential project below. Please send me a *free* copy of CDI's book about the development process, **Owner's Manual for Commercial Construction Projects**.

☐ Contact me for a *free* initial consultation on my project.

Please tell us about your project...

Name

Company

Address

Address 2

City, State, Zip

Phone Fax

Return to:

Cornerstone Design Inc
210 Collingwood, Suite 106
Ann Arbor, MI 48103
Email: desau@cdiarchitects.com

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DAVID ESAU, AIA, LEED AP
desau@cdiarchitects.com

EMPLOYMENT

- *Cornerstone Design Inc.*, Ann Arbor, MI: 1991-1994; 1995 to present.
Principal (since 1995), in charge of work for numerous commercial, industrial and residential projects.
Founded new division, Michigan Accessible Homes (www.mi-accessible-homes.com), Dec. 2009.
- *David Esau & Associates*, Ann Arbor, MI: August 1994 to June 1995.
- *ADA IN ACTION*, Ann Arbor, MI: January 1992 to 1998.
Developed concept for barrier free design consulting service as part of the Ann Arbor Center for Independent Living's *ADA IN ACTION* service.
Published newsletter on barrier free design issues (April 1992 to August 1994).
- *Arthur Cotton Moore/Associates P.C.*, Washington, DC: January 1988 to August 1991.
Participated in schematic design of projects ranging from individual residences to two million square foot mixed use developments.
Team manager for production of construction documents for nine unit section of townhouse project.
- *Howard and Helmer Architects, P.A.*, Wichita, KS: August 1985 through December 1987.
Managed design, production, and contract administration for projects ranging from food service to offices to church additions.

PROFESSIONAL ACHIEVEMENTS AND AWARDS

- Member, American Institute of Architects (AIA).
- Licensed in Michigan; NCARB certified.
- LEED Accredited Professional, 2009.
- Distinguished Community Service Award, AIA Huron Valley, 2015.
- Hands-On Museum Legacy Project, Ann Arbor, MI: Washtenaw Contractors Association, Pyramid Award for Best Project Team (under \$3 million), 2008.
- Vander Hyden Award, given by the Washtenaw Contractors Association for contributions to the design and construction industry, 2003.
- Young Architect of the Year; awarded by AIA Huron Valley, 2002.
- Avalon Housing: Community Service Award for contributions to the organization's efforts to develop low-income housing, 2001.
- Arbordale Apartments, Ann Arbor, MI: WCA Pyramid Award for Best Project Team (under \$3 million), 2001.
- Marion Presbyterian Church, Classroom Addition to historic church, Marion, KS: Kansas Society of Architects Award for Excellence, 1988; Kansas Preservation Alliance Award, 1988.

EDUCATION

- Kansas State University, Manhattan, KS: B. Architecture; B.S. in Social Sciences; with honors, December 1985.
- Danish International Study Program, Copenhagen, DK: Spring 1984.

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ACCESSIBILITY ACTIVITIES

- Presenter to Huron Valley Chapter of American Institute of Architects on new ADA Accessibility Standards, January 2011.
- Developed **AccessibleAnnArbor.com**, a website about accessible facilities in the Ann Arbor area.
- Member, Michigan ADA Steering Committee; March 1997 to December 2000. Committee works as a branch of the Great Lakes Disability and Business Technical Assistance Center to promote compliance with the Americans with Disabilities Act throughout the state. Elected co-Chair for 1998, 1999, and 2000.
- Corresponding member, ADAAG Review Accessible Routes Subcommittee; 1995-96. Providing input into revisions to federal Accessibility Guidelines for the Americans with Disabilities Act.
- Speaker on the costs of noncompliance, and difficulties of late modifications, to multi-family housing under the Fair Housing Act, Fair Housing Seminar sponsored by the Fair Housing Center of Metropolitan Detroit, April 2001.
- Speaker on Universal Design to Michigan Commission on Disability Concerns, April 2001.
- Speaker at Michigan Municipal League convention, on ADA issues. 1994.
- Writing for numerous publications, and speaking at numerous conferences, about accessibility, universal design, fair housing, and ADA compliance.
- Wrote "The Accessible Home," a booklet on home modifications for people with disabilities, which the Ann Arbor Center for Independent Living distributes to its consumers.
- Pro bono work with consumers of Ann Arbor Center for Independent Living on housing accessibility issues.
- Collaboration with the Fair Housing Center of Washtenaw County on occasional fair housing issues relating to accessibility under state and federal law. Ongoing.

COMMUNITY ACTIVITIES

- Member, Ann Arbor Public Art Commission. 2017.
- Member, Board of Directors, Ann Arbor Hands-On Museum, from 2008 to present. Chair in 2016-17. Vice Chair in 2014-15.
- Member, Board of Directors, The Arts Alliance, which works to promote the arts community and its contributions to the local quality of life throughout Washtenaw County, from the organization's founding in 2001 to December 2009; rejoined board January 2011 to 2015. Elected Chair for 2008 and 2006. Treasurer in 2013 and 2014.
- Treasurer, Board of Directors, Huron Valley Chapter of the AIA; March-December 2011.
- Member, Board of Directors, Ann Arbor Area Chamber of Commerce; July 2000 to December 2005. Chair during 2004; Vice Chair during 2003.
- Member of the Chamber's Steering Committee for the Center for Public Policy (suggesting policy statements for Chamber Board review), 1997-2003 and Chair during 2002. Member of the City Budget subcommittee 1998-2001, and Chair during 2001.
- Member, Board of Directors, Huron Valley Chapter of the AIA; Jan. 1997 to Dec. 2001. President during 1998; Vice President during 1997.
- Editor, "Architrave" newsletter for AIA Huron Valley, January 1999 to December 2005.
- Board of Directors, People's Food Coop, April 1992 to April 1996. PFC is a retail food cooperative with annual sales of over \$2 million. Board President, 1994 to 1996; Vice President, 1993 to 1994.

PUBLICATIONS AND PRESENTATIONS

- Author, "Owner's Manual for Commercial Construction Projects," a book about the process of developing, designing, approving, and constructing commercial buildings, renovations, and additions. 2002.
- CAM Magazine: Ann Arbor Hands-On Museum, Fall 2000.
- Architectural Record: Ann Arbor Hands-On Museum, March 1999.
- Presenter, Michigan Museum Association, on Managing a Building Improvement and Expansion Project. 1999.

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PROJECT EXPERIENCE (partial listing)

- *With Cornerstone Design, Ann Arbor, MI:*

American Red Cross, Washtenaw County Chapter: 21,000 square foot new building for local chapter offices and biomedical services. Services included programming study to assess existing building and existing site prior to decision to build new. Ann Arbor, MI.

Ann Arbor Friends Meeting: Classroom/elevator/restroom addition, including new accessible entrance. Ann Arbor, MI.

Ann Arbor Hands-On Museum: Major expansion of existing children's science museum, including renovation and new construction. Ann Arbor, MI.

Avalon Housing: Arbordale Apartments renovation; Carrot Way Apartments new construction; Pauline Apartments new construction, and others. Low-income housing developments. Ann Arbor, MI.

Emmanuel Lutheran Church: Elevator addition and interior accessibility renovations. Ypsilanti, MI.

Food Gatherers: Office and warehouse expansions, and office renovations, for food rescue organization. Ann Arbor, MI.

McKinley: Numerous commercial building renovations and additions, including McKinley Towne Centre in downtown Ann Arbor; Glencoe Crossing, Pittsfield Township; and Chelsea Clocktower Complex, Chelsea, MI. Also new apartment developments in Pittsfield Township and Ann Arbor.

United Bank & Trust: New bank building. Dexter, MI.

Heberle & Finnegan: Accessibility consultant/expert witness on numerous accessibility/ADA lawsuits.

- *David Esau & Associates, Ann Arbor, MI:*

West Bloomfield Township: Accessibility modifications (3 phases). West Bloomfield, MI.

- *With ADA IN ACTION, Ann Arbor, MI:*

Accessibility Consulting: Evaluated accessibility at over 200 business and government facilities, and wrote reports with recommendations and priorities for modifications.

Barrier Free Digest: Wrote and edited bi-monthly newsletter covering barrier free design issues, including state and federal requirements, products, and universal design.

- *With Arthur Cotton Moore/Associates P.C., Washington, DC:*

The Portals: Two million square foot mixed use development: offices, retail, hotel, and community spaces. Schematic design, design development, marketing packages, and area calculations. Washington, DC.

Ford's Landing: 208 unit residential development, including new construction of 93 townhouses and renovation of Albert Kahn-designed Ford Plant into condominiums. Schematic design; design development; preparation of packages for federal, state, and local approvals; project manager for portion of construction documents. Alexandria, VA.

- *With Howard and Helmer Architects, Wichita, KS:*

Marion Presbyterian Church: Classroom addition to historic church. Marion, KS.

Emmanuel Baptist Church: Classroom addition to historic church. Marion, KS.

- *Competitions:*

Innovations in Housing: Single family residence.

National Peace Garden, Washington, DC.

Clemson University Performing Arts Center, Clemson, SC.

- *KSU Thesis:* International cultural and commercial center for Copenhagen, Denmark. Work included programming and analysis of Danish culture and architecture, as well as design.



Proposal Information

1. CONTACT INFORMATION:

Phoenix Contractors, Inc.
 2111 Golfside Drive
 Ypsilanti, Michigan 48197
 734-487-9640
 Mark W. Hiser, President
 Phone: O-734-487-9640, C-734-320-1056, F-734-487-1252
 Email: mhiser@phoenixco.biz

2. ESTABLISHED:

1984-Present, Ypsilanti, Michigan
 Founder: William D. Kinley
 Owner: Mark W. Hiser, President
 Office Location: Ypsilanti, Michigan

3. FIRM HISTORY:

William D. Kinley founded Phoenix Contractors, Inc. in 1984. Located in Ypsilanti, Michigan, Phoenix is a full-service Construction Management (CM) company specializing in Non-Profit/Commercial/Institutional/Multifamily/Rehabilitation construction projects ranging from \$.5M - \$25 Million with most projects located in Southeastern Michigan. Owner Mark Hiser has been with Phoenix for 24 years and employs over 20 people locally. While project management operates from the main office on Golfside Road in Ypsilanti, local, qualified and experienced field superintendents closely supervise each project on site. Phoenix delivers each project with great consideration to safety, quality, time and budget.

Phoenix Contractors, Inc. prides itself for its vertically integrated management structure and its low rate of employee turnover. Each project team assembled includes a project manager who specializes in the areas of scheduling, estimating and project management. The value of vertically integrated management helps to keep each project moving successfully forward with continuity and an understanding of the project's complications. Phoenix Contractors has satisfied many area clients via Construction Management delivery systems using AIA drafted construction agreements.

For the past 35 years, Phoenix has evolved into the area's leading Construction Manager for Restaurants, Private Entities, Non-Profits and Restoration projects. While Phoenix has grown, it has been by quality and planning and not on sheer volume. Client satisfaction is always top priority in all client contractor relationships. Trust and open communication throughout the entire construction process with the owner, contractor and architect are instrumental for continued success. Phoenix will bring integrity and valuable experience to your project, earning your trust and satisfaction.

206 – 210 N. Washington Street, Avalon Housing Proposal



Phoenix has five Senior Project Managers on staff and each manager has the skill and knowledge to take responsibility for each project during pre-construction services through final completion of construction.

Phoenix Contractors has a simple mission that is added to all the cliché on time and on budget slogans. We take pride in the fact that with the services we provide, we bring harmony to the table. Phoenix is a team member and contributor throughout the project and understands the varying degree of demands on all parties working together to achieve the same goals for the client. The synergy between the team members is the key element in decision making and helping a project stay on track; we offer our commitment and understanding to this element for success.

4. THE PHOENIX TEAM ORGANIZATION & LIST OF KEY PROJECT PERSONNEL:

Phoenix Contractors organizational structure is established so that each position is accountable and directly effective to their task without intermediate management between personnel and the head of company operations. Therefore, there is no gap in problem solving, production and accountability. As in any team where every position, every event has a direct effect on the success and delivery. Each of the members we offer have provided countless hours and commitment to their long list of completed projects over the years. Phoenix Contractors is a low turnover company, which allows us to offer continuity in caring and knowledgeable professionals for the project. Please see our organizational structure of staff working out of our location in Ypsilanti, MI

Phoenix Organization Structure Office:

Mark Hiser President / Sr. Project Manager	Dennis Knight CFO / Accounting
Joseph Palmer Project Manager	Tina Bateman Executive Coordinator
Chuck Schimmel Sr. Project Manager	Jennie Clark Project Coordinator
Brian Wright Sr. Project Manager / Safety Director	Joseph Hiser Project Accounting
Noah D. Hiser Project Manager /Secretary of Construction	Consultant: Chris Streb National Safety Consultants

Phoenix Organization Structure Field:

Christopher B. Love Sr. Project Superintendent	Ryan Hansen Sr. Project Superintendent
Joseph Love Project Superintendent	Nicholas Hiser Project Superintendent
Kevin Fulkert Project Superintendent	Jake Autrey Project Superintendent
Fred Newstead Sr. Project Superintendent	Travis Bourdon Project Superintendent
Todd Teachout Project Superintendent	Zach McPherson Project Superintendent

Responsibilities: Project Management Team**PRE-CONSTRUCTION SERVICES:**

- Pre-Construction Meetings
- Scope Definition, Constructability
- Conceptual Estimating
- Value Engineering
- Bid Packaging
- Budget Summary
- Estimating
- Scheduling
- Bid/Negotiate/Review
- Subcontract Award

CONSTRUCTION SERVICES:

- Contract Administration
- Coordination
- Correspondence
- Scheduling
- Estimating
- Change Management
- Budget Control
- Project Meetings
- RFI Log and Control
- Submittal Log and Control
- Project Management
- Reporting
- Project Documentation
- Project Close Out

PROJECT COORDINATION:

- Bid Packaging
- Permit Processing
- Correspondence Distribution
- Payment Disbursement
- Submittal Distribution
- RFI Verification Distribution
- Document Distribution
- Log and File Management

ACCOUNTING:

- Project Accounting
- Monthly Invoicing
- Subcontractor Payment
- Payroll Preparation
- Taxes and Insurance
- Bonding Requirements
- Account

PROJECT SUPERVISION:

- Construction Supervision
- Secure Building Permits
- County Inspection Coordination

- On-site Coordination
- Scheduling
- Quality Control / Conformance
- Safety Coordination

206 – 210 N. Washington Street, Avalon Housing Proposal



5. EXPERIENCE:

Multifamily Residential

RESIDENTIAL - MULTIFAMILY

- Multiple Co-Housing Projects



Project Features:

- Multi Unit Co-Housing For Sunward, Touchstone & Great Oaks
- Community Center Building
- Conventional and Modular Building Methods.
- Low VOC Content
- Waste Management
- Sustainable Construction
- Alternative Transportation

PHOENIX
CONTRACTORS, INC.

RESIDENTIAL - LOW-RISE - MULTIFAMILY

- Pauline Apartments



Project Features:

- 32 Unit MSHDA Low Income Housing, Section 3
- Community Center Building
- Roof Top Solar
- Low VOC Content
- Waste Management
- Energy Star Rated Products
- Sustainable Construction
- Alternative Transportation

PHOENIX
CONTRACTORS, INC.

206 - 210 N. Washington Street, Avalon Housing Proposal



Rehabilitation Ypsilanti, Michigan

BUILDING RENOVATIONS & TI IMPROVEMENTS

- Flour Mill and 121 Pearl



Combined 20,000 SF Interior Renovation,
New Office and Condo Build Out



PHOENIX
CONTRACTORS, INC.

BUILDING RENOVATION

- Back Office Studio Coming Fall 2018



8,600 SF TI Build Out Office and
Tech Space

PHOENIX
CONTRACTORS, INC.

Rehabilitation Ypsilanti, Michigan

206 – 210 N. Washington Street, Avalon Housing Proposal

PHOENIX
CONTRACTORS, INC.

BUILDING RENOVATION

- Ypsi Real



4,500 SF Building Structural Renovation,
Street Side Restoration and Office Build Out



PHOENIX
CONTRACTORS, INC.

BUILDING RENOVATION

- Yankee Air Museum



Connected vehicles facility at former
Willow Run plant not a guarantee



120,000 SF Bomber Plant Conversion To
WWII Museum

PHOENIX
CONTRACTORS, INC.

Rehabilitation Ypsilanti, Michigan

206 - 210 N. Washington Street, Avalon Housing Proposal

PHOENIX
CONTRACTORS, INC.

YPSILANTI MICHIGAN

Aubree's Depot Town and 7 S. Washington Street



11. REFERENCES

Client References:

Knights Downtown Ann Arbor

Contact Person & Title: Don Knight, Owner, Partner

Telephone: 734-660-0601

Email: don.knight@comcast.net

Ozone House

Contact Person & Title: Krista Girty, Executive Director

Address: 1600 North Huron River Drive

Ypsilanti, MI 48197

Telephone: 734-662-2255

Email: kgirty@ozonehouse.org

Zingerman's

Contact Person & Title: Grace Singleton, Managing

Partner Address: 422 Detroit Street,

Ann Arbor, MI 4804

Telephone: 734-904-4068

Email: gsingleton@zingermans.com

University of Michigan

206 – 210 N. Washington Street, Avalon Housing Proposal



Contact Person & Title: Jerry Schulte, Associate Director of Construction & Engineering
 Address: Hoover Street,
 Ann Arbor, MI 48104
 Telephone: 734-323-5958
 Email: jpschulte@umich.edu

Washtenaw Convention Bureau Ypsilanti
 Contact Person & Title: Mary Kerr, Sarah Miller
 Address: 315 West Huron,
 Ann Arbor, MI 48103
 Telephone: 734-995-7281
 Email: mkerr@annarbor.org

Food Gatherers
 Contact Person & Title: Eileen Spring President/CEO
 Address: 1 Carrot Way,
 Ann Arbor, MI 48113
 Telephone: 734-761-2796
 Email: eileen@foodgatherers.org

Friends of Animals Metropolitan Detroit
 Contact Person & Title: Elaine Green
 Address: 16121 Reckinger Road
 Dearborn, MI 48120
 Director Elaine Green,
 Telephone: (313) 943-2697
 Email: egreene@metrodetroitanimals.org

Architectural / Consultant References:

Momus Design
 106 South Main Street
 Ann Arbor, MI. 48104
 Contact Person: Todd Mathews
 Telephone: 734-998-0098
 Email: todd@momusinc.com

Architects Design Group
 2425 West Stadium Blvd
 Ann Arbor, MI. 48103
 Contact Person: Robert Overhiser
 Telephone: 734-995-4015
 Email: roverhiser@adgiweb.com

Taktix Solutions
 211 West Fort Street
 Detroit, MI. 48226
 Contact Persons: Larry Marantette
 Telephone: 313-237-6380
 Karen O' Donoghue
 Telephone: 313-961-9446
 Email: LarryMarantette@taktixsolutions.com

206 - 210 N. Washington Street, Avalon Housing Proposal



Mitchell Mouat Architects

113 South 4th Ave #1

Ann Arbor, MI 48104

Contact Person: Richard W. Mitchell, AIA

734-662-6070

Email: RMitchell@mitchellandmouat.com**Neumann Smith Architecture**

400 Galleria Officentre Suite 555,

Southfield, MI 48034

Contact Person: Mike Kirk, AIA, LEED AP

248-352-8310

Email: mkirk@neumannsmith.com**Lincoln A. Poley, AIA**

234 Nickels Arcade

Ann Arbor, MI. 48104

Contact Person: Linc Poley

Telephone: 734-665-0211

Email: lpoley@ameritech.net**THANK YOU FOR THE OPPORTUNITY IN CONSIDERING PHOENIX CONTRACTORS**

PHOENIX CONTRACTORS, INC. SINCE 1984



The Phoenix Team:

- 34 Years of Trusted Construction Service
- Safely Built
- Quality Results Every Project
- Sustainable Principles
- 34 Years of Repeat Clients
- Experienced Project Management & Field Supervision
- Best Construction Value
- Harmonic Team Player
- 34 Years of Proven Reliability


Phoenix Contractors, December 2018

Photo Courtesy of Paul Congdon, of Congdon's Ace Hardware, Ypsilanti Michigan

206 – 210 N. Washington Street, Avalon Housing Proposal



Education

Eastern Michigan University, Bachelor of Science, Construction Mgmt. 1986

Professional Experience

Present, President

Phoenix Contractors, Inc., 2008 – 2014, Vice President

Phoenix Contractors, Inc., 1996-2008 – Senior Project Mgr., Estimator

Eastern Michigan University, 1988-2001 – Instructor, Construction Mgmt.

Freeman Darling Construction, 1985-1996 – Vice President, Project Mgr.

Professional Affiliations

Eastern Michigan University, Curriculum Advisory Board Member

American General Contractors Association

Industrial Relations Committee & Education Committee Member

Washtenaw Contractors Association, Education Committee Member

Selected Projects:

Airport/Transportation

Detroit Metropolitan Airport, Romulus

- International Passenger Terminal Expansion
- Northwest Airlines Moving Walkways
- Northwest Airlines Passenger Shelters
- Republic/US Air/Delta Renovations

Commercial, Retail and Service

BASF Office Expansion, Livonia
Captec Financial Group, Ann Arbor
Marshall Fields, Grand Traverse Mall,
Ghafari World Headquarters, Dearborn
Zingerman's Deli, Ann Arbor
Leopold Bros. Micro Brewery, A2
Lowes, Warren, OH
Gretchen's House Childcare
Dhu Varren & Oak Valley Dr.

Adams Outdoor Advertising
Ann Arbor Women's City Club
GSHV Camp Linden

MEDHUB Headquarters

Food Gatherers Expansion

Health Care/Assisted Living

Evangelical Homes of Michigan

Memory Support Center

Washtenaw Veterinary Hospital

Chelsea Hospital Family Practice

Cottage Hospital, Grosse Pointe Farms

Emergency Wing Additions

Providence Hospital

Main Entrance Expansion

U of M Outpatient Building

VA Hospital, Linear Accelerator

Colony Packard Dental

Public

Humane Society of Huron Valley
Washtenaw Community College

Occupational Education Bldg.

DHS Renovations & Additions

Chelsea Police Station

Scio Township Hall, Ann Arbor

Saline Municipal Building

Washtenaw Cty. Rd. Commission

Saline District Library

Religious

First Presbyterian Church,
Northville, MI

First Unitarian Universalist Church
Ann Arbor, MI

Madonna University, Livonia
University Ctr. Renovations

Holy Name Catholic Church,
Birmingham, MI

Baha'i Center, Ypsilanti

University of Michigan

Aerospace Engineering

Plasma Research

Crew Facility, Belleville

Student Activities Building

Tennis Facility, Ann Arbor

C.C. Little Building Renovations

Warehouse/Light Industrial

AKZO Coatings, Pontiac

Warehouse Expansion

Black & Decker Warehouse

GM, CPC, Pontiac

Food Service

Saturn Plant Expansion,

Springhill, TN

Mark W. Hiser President

Recent Projects

Zingerman's Deli,
Ann Arbor, MI

Humane Society
of Huron Valley

Pauline Apartments

Food Gatherers Expansion

MEDHUB Headquarters
Dexter, MI

Evangelical Homes Memory
Support Center

Chelsea Police Station

Huron Valley AIA

Best Interior Design
& Construction 2007

Adams Outdoor Advertising

Design & Construction Showcase Award

GHAFARI Associates
World Headquarters
Dearborn, MI
1995

WCA

1998

Pyramid Award "Best Project Team"

University of Michigan
Student Activities Building
Infrastructure Renewal

Education/Certifications

Washtenaw Community College, General Studies, 1989-1990
American Red Cross, Standard First Aid, Adult CPR/AED

Professional Experience

Phoenix Contractors, Inc., 1998-Present – Superintendent
The Perkins Construction Company, Ann Arbor – Lead Carpenter
Commercial Carpenter, Ann Arbor

Professional Affiliations

Huron Farms Association, Vice President 2002 - 2005

Selected Projects:

Commercial / Recreational

Ann Arbor Women's City Club
Girl Scouts of Huron Valley, Camp Linden
Adams Outdoor Advertising, Lansing
Pizza House Phase I, Ann Arbor
The Philip Power Agency, Ann Arbor
Leopold Brothers Micro Brewery, Ann Arbor
Zingerman's Deli, Ann Arbor
Knight's Restaurant, Ann Arbor
The Ark, Ann Arbor
Ann Arbor Racquet Club, Ann Arbor

Public / Institutional

Humane Society of Huron Valley, Ann Arbor
Washtenaw County Library for The Blind, Ann Arbor
Washtenaw County Road Commission
Washtenaw Community College, Occupational Education
U of M Crew Facility, Belleville
U of M Aerospace Phase II, Ann Arbor
U of M C.C. Little Building
Friends for Animals of Metro Detroit, Dearborn
UM Clements Library, Ann Arbor

Religious

The Baha'i Center of Washtenaw County, Ypsilanti
First Presbyterian Church, Northville
First Unitarian Universalist Church
Church of the Good Shepherd

Multi-Family / Residential

Dr. Ernest Sorini Residence, Ann Arbor
Matthaei Farms Barn, Ann Arbor
The Telluride Society, Ann Arbor
Ann Arbor Rehabilitation Center & Gathering Facility
Pauline Apartments, Ann Arbor

**Christopher B.
Love**
Sr. Superintendent

Recent Projects

Ann Arbor City Club
U of M Clements Library
Humane Society of
Huron Valley
Pauline Apartments
Ann Arbor Racquet Club
Adams Outdoor Advertising
Zingerman's Deli
Knight's Restaurant
The Ark
Friends for Animals of Metro
Detroit

Tina M. Bateman
Executive
Coordinator/
Office Manager

Education

MAIA Insurance Licensing School, Lansing, MI
Property & Casualty Insurance License

Professional Experience

Phoenix Contractors, Inc., 2010- Present
Executive Coordinator/Office Manager

Professional Duties Include:

- Assisting Project Managers with the coordination of construction projects.
- Daily communication with subcontractors, city officials, Architects, and owners.
- Process contracts, submittals, change orders
- Proposal preparation
- Obtain permits
- Creation and distribution of documents
- Assist in bidding process
- RFIs and any other required paperwork
- Office Manager and HR duties

National City Bank of the Midwest, 2008 – 2010
Customer Service Representative

Brighton Insurance and Financial Services, Inc., 1996 - 2008
Licensed Resident Insurance Agent

Recent Projects

-Food Gatherers	Ann Arbor, MI
-1500 Pauline Apartments	Ann Arbor, MI
-Knights Restaurant	Ann Arbor, MI
-St. Louis Center	Chelsea, MI
-Zingerman's Deli	Ann Arbor, MI
-Greenhills School	Ann Arbor, MI
-Chelsea Police Station	Chelsea, MI
-Chelsea Fire Station	Chelsea, MI
-Greenhills School 11 th Grade Addition and Reno and Greenhills School Fitness Center	Ann Arbor, MI
-Med Hub	Dexter, MI
-Bookwalter Dental	Plymouth, MI
-The Ark	Ann Arbor, MI
-Friends for Animals of Metro Detroit	Dearborn, MI



September 4, 2020

Joe Meyers, Economic Development Director
City of Ypsilanti
1 South Huron Street
Ypsilanti, MI 48197

Dear Mr. Meyers:

Thank you for your consideration of Avalon Housing's response to the City of Ypsilanti's RFP in regard to the redevelopment of 206/210 N. Washington St.

After your initial review of our submission, you approached us about our ability to reconsider our proposal that the City provide the property to Avalon at no cost. Among other considerations, you pointed to the importance of maximizing the use of funds that the City has set aside for affordable housing development and the hope that the sale of this property for the amount the City has invested in its preservation to date might preserve Council's ability to replenish the City's affordable housing fund, should they so choose. These are compelling affordable housing goals that Avalon understands.

At the same time, we want to be completely transparent about the challenges we see in developing this project--challenges we described in our proposal but that we want to note again here. As a relatively small project that includes the gut rehab of a building with yet-to-be fully determined structural issues, the likely costs push right up against the per-unit maximum allowed by MSHDA in its LIHTC program, the key funding source in our proposal. It was for this reason that we suggested that the project might not be able to afford the City's requested purchase price.

The cost projections in our proposal remain subject to extensive due diligence. This includes engineering and environmental studies, most obviously, but also further design and construction cost specifics. In addition, as a supportive housing development, the due diligence period will also have us further analyzing our cost of operations, the level of services needed and funding

possibilities. We would also like to clarify that we anticipate the development will include at least 15 supportive housing units, to be confirmed through a closer review of financing requirements.

With a shared understanding that our due diligence efforts--combined with ongoing discussions with the City--will ultimately determine project feasibility, we are willing to include the \$105,000 purchase price in our offer. Our financing assumptions and analysis will include this amount.

Thank you again for your consideration.

Sincerely

A handwritten signature in black ink, appearing to read 'Wendy Carty-Saxon', with a long horizontal flourish extending to the right.

Wendy Carty-Saxon
Director of Real Estate Development



Response to RFP:

Redevelopment of 206-210 N. Washington Street, Ypsilanti, MI

Submitted to the City of Ypsilanti by:

Lead Contact Name: Zac Fosler
Company or Team name: Ypsilanti-Washtenaw Housing Corporation
Mailing Address: 601 Armstrong Dr, Ypsilanti, MI 48197
Phone Number: (734) 482-4300
Email Address: zfosler@ypsilantihc.org

Summary of proposed development scenario

Number of residential units: 16
Number of affordable units: Minimum of 4. Potentially more depending on the availability gap funding such as HOME funds.
Type of affordable units: 80% AMI, waiting list preference for seniors 55 and older
Other uses, if any: _____
Estimated land purchase price: \$105,000
Estimated total development cost: \$2,000,000
Anticipated incentives required: PILOT agreement
Due diligence period required (days): 180

Response Contents Attached

- ☒ Letter of Interest (up to three pages)
☐ Concept plans or renderings
☒ Portfolio of development experience (up to ten pages)
☒ Resume of key team member(s)

Signature

Signature of Authorized Signer: _____

Name and Title: _____

Date submitted: _____



Zac Foster, Executive Director

8/17/2020



Ypsilanti-Washtenaw Housing Corporation

601 Armstrong Dr.
Ypsilanti, MI 48197
PHONE (734) 482-4300
FAX (734) 482-5515

August 17, 2020

Joe Myers, Economic Development Director
City of Ypsilanti
jmyers@cityofypsilanti.com

Subject: Letter of Interest – Redevelopment of 206-210 N. Washington St.

Dear Mr. Myers,

As Executive Director of the Ypsilanti-Washtenaw Housing Corporation (YWHC), a 501(c)(3) nonprofit solely controlled by the Ypsilanti Housing Commission, I would like to express our interest in redeveloping the property at 206-210 North Washington.

Over the last ten years, the YWHC has redeveloped 342 units of affordable housing within the City of Ypsilanti; the YHC has been developing and managing affordable housing in the City of Ypsilanti since 1952. Our affordable housing stands apart from other developers because of the robust resident service coordination offered at our properties. All our residents have access to full-time social workers through our partner, Eastern Michigan University's Family Empowerment Program (FEP). The FEP works with families, seniors, and children to help them realize their full potential in life—focusing on key areas that impact self-reliance and quality of life such as employment, asset building, education, childcare, physical and mental health and wellness, and transportation.

The early predevelopment team for this project will also include RAD Conversion Specialists and Premier Property Management (PPM), a Detroit area-based property management and development consulting firm formed by Robert Beale in 1999. Should the City select us to develop 206-210 North Washington, we will add other partners to the development team, including architectural and engineering professionals, a general contractor, and legal counsel.

Due to the limited size of this parcel, we would likely not pursue Low-Income Housing Tax Credits for this project and seek conventional financing instead. In order to support the debt necessary to undertake the substantial renovation this building needs, a mix of both affordable and market rate units are needed. At this early stage, we would anticipate having a minimum of 4 affordable units, with a preference for seniors 55 and older. We are currently exploring funding opportunities such as HOME funding that could help reduce the debt needed for this project and allow us to increase the ratio of affordable to market rate units.

We envision this renovated building containing 16 units, but this is subject to modification as additional architectural review is undertaken. With its close proximity to the Ypsilanti Transit Center and a wide range of amenities in downtown Ypsilanti, 206-210 North Washington could be an ideal home for both seniors and working professionals. As with all of our properties, we would employ high quality property management and maintain an apartment community that residents are proud to live in.



www.ypsilantihc.org





Ypsilanti-Washtenaw Housing Corporation

601 Armstrong Dr.
Ypsilanti, MI 48197
PHONE (734) 482-4300
FAX (734) 482-5515

Enclosed, please find a portfolio featuring some of YWHC and RAD Conversion Specialists' past developments and resumes of our key team members. We appreciate your consideration and look forward to the opportunity to again work together to enhance our City's affordable housing stock and revitalize our downtown.

Respectfully,

A handwritten signature in blue ink, appearing to read "Zac Fosler", is positioned above the printed name.

Zac Fosler
Executive Director



Equal Housing Opportunity

www.ypsilantihc.org



Equal Opportunity Employer

Zachary D. Fosler, MPA

601 ARMSTRONG DRIVE, YPSILANTI, MI 48197
(734) 482-4300
ZFOSLER@YPSILANTIHC.ORG

Education

- Master of Public Administration**, Ohio University, Athens, OH 2010 – 2012
GPA: 3.97
Special Interests: Strategic and Performance Management, Program Evaluation
- Bachelor of Science – Entrepreneurship**, Northern Michigan University, Marquette, MI 2001 – 2006
Walker L. Cisler College of Business – Accredited by AACSB International
Specific Areas of Study: Small Business Management and Finance

Professional Work Experience

- Executive Director, Ypsilanti Housing Commission**, Ypsilanti, MI 2013 – present
- Oversee and direct all housing commission personnel and operations.
 - Provide oversight of commission's tax credit properties (342 units).
 - Launched and completed initiative to redevelop the commission's entire Public Housing portfolio through HUD's Rental Assistance Demonstration (RAD) program.
 - Secured two allocations of 9% LIHTCs for the preservation of 112 units of public housing and the demolition and reconstruction of 86 units of public housing. Total approximate development cost: \$34 million.
- Executive Director, Gallia Metropolitan Housing Authority**, Bidwell, OH 2009 – 2013
- Oversee and direct all housing authority personnel and operations, including Public Housing (144 units), Housing Choice Voucher (185 vouchers), and §5(h) Homeownership programs.
 - Prepare and manage annual agency budget of approximately \$1.5 million.
 - Achieved High Performer status in SEMAP (Section 8 Management Assessment Program).
 - Closed \$150,000 annual budget gap present at time of hire and ended the following fiscal year with a \$40,000 surplus.
 - Conducted procurement and contract administration of a \$1.2 million site-wide renovation project.
 - Implemented software changes that increased organizational efficiency and reduced administrative expenses.
 - Designed and implemented an annually recurring summer feeding program for children residing in public housing.
- Financial & Program Systems Manager, Bernalillo Housing Services**, Bernalillo, NM 2007 – 2009
- Assisted executive director with HUD report preparation and responses.
 - Prepared annual and 5-year PHA plan.
 - Prepared financial and programmatic reports for Public Housing and Housing Choice Voucher programs.
 - Provided technical assistance and training to staff in use of housing database software (HAPPY Software).
 - Conducted all procurement and contract management activities.
 - Identified/collected \$85,000+ in past due receivables within three months of hire and developed policies to prevent future excess receivables.
 - Prepared new Section 8 Administrative Plan and Public Housing Admissions and Continued Occupancy Policy.
- Assistant Front Office Manager (final), Menards**, Burlington, WI (final), Escanaba & Marquette, MI 2006 – 2007
- Handled cash deposits of up to \$30,000 and balanced safe totals.
 - Trained/managed diverse team of 40+ employees.
 - Managed governmental charge accounts, accounts payable, store security and surveillance.
 - Analyzed/filed reports, managed inventory maintenance.

Professional Training & Certifications

- | | | |
|--|----------------------------------|-----------------------------------|
| Hearing Officer Workshop (2012) | Public Housing Manager (2009) | HCV Eligibility Specialist (2008) |
| Advanced PHA Budgeting, Accounting, & Financial Reporting (2011) | PH Eligibility Specialist (2008) | HCV Occupancy Specialist (2008) |
| UPCS Inspection Protocol (2010) | PH Occupancy Specialist (2008) | HCV Rent Calculation (2008) |
| | PH Rent Calculation (2008) | |

Professional and Civic Engagement

Michigan Chapter of the National Association of Housing and Redevelopment Officials –

President (elected position, 2-year term)	2019 – present
Senior Vice President (elected position, 2-year term)	2017 – 2019
Member	2013 – present

National Association of Housing and Redevelopment Officials –

Strategic Planning and Advisory Committee (leadership appointee, 2-year term)	2019 – present
Community Revitalization & Development Committee (leadership appointee, 2-year term)	2019 – present
Professional Development Committee (leadership appointee, 2-year term)	2017 – 2019
Emerging Leaders Subcommittee (presidential appointee, 2-year term)	2014 – 2016
Member	2007 – present

Ann Arbor Area YMCA – Board Member

2019 – present

Washtenaw County Continuum of Care – Board Member

2014 – present

Family Empowerment Program Advisory Group – Member

2013 – present

Washtenaw Housing Alliance – Member of Board of Directors & Operations Committee

2013 – present

Barrier Busters of Washtenaw County – Member

2013 – present

Gallipolis Rotary Club – Member of Board of Directors, Served on Leadership Committee

2010 – 2013

Gallia-Meigs-Jackson-Vinton Continuum of Care – Served on Executive, Strategic Planning,

2009 – 2013

Fundraising, Advocacy, and Data Collection & Research Committees

Homeless Planning Region 17 – Served on Regional Executive Committee and Regional Planning Group

2012 – 2013

Ohio Housing Authorities Conference (OHAC) – Member

2009 – 2013

RESUME

ROBERT BEALE

FOUNDER AND PRESIDENT

PROFESSIONAL EXPERIENCE

Premier Property Management, LLC

1999 - Present

Managing member involved with all aspects of day-to-day administration, management, accounting and client relationships for all Premier properties.

RAD Conversion Specialists, LLC

2013 - Present

Principal in charge of management, consulting and operations. RAD Conversion Specialists was formed to provide 85 years of combined affordable housing experience between The Slavik Company and Premier Property Management to tackle the demands and opportunities of the nation's aging and deteriorating affordable housing stock.

Communities of HOPE

2009 - Present

Communities of HOPE is a holistic program for social change in Metro Detroit. The program addresses the root causes of some of the biggest challenges facing the nation today around affordable housing. The Four Pillars include: Healthy Living, Educational Success, Financial Security & Asset Building, and Strong Families & Positive Relationships.

EDUCATION

Bachelor of Arts in Accounting

Oakland University

Real Estate Studies

Oakland Community College

RECOGNITIONS

Executive Director/Management Agent:

South Lyon Housing Commission (2005 - Present)

Clinton Township Housing Commission (2010 - 2012)

Ecorse Housing Commission (2006 - 2011)

Development Partner and Management Agent of the Public Housing HOPE VI revitalization program



PREMIER PROPERTY MANAGEMENT, LLC

120 N. Leroy

Fenton, Michigan 48430

Email: rbeale@4premier.net

Phone: 810-629-9500

Fax: 810-714-5540

www.welcometoyourhome.com



RESUME

RYAN D. BEALE

VICE PRESIDENT OF PROPERTY MANAGEMENT

PROFESSIONAL EXPERIENCE

Premier Property Management, LLC

2007 - Present

Principal responsible for the effective planning, directing, and overseeing all operational activities of the company including compliance, resident service, marketing, leasing, procurement, human resources and information technology. Integrally involved with development activities which include RAD, LIHTC and new construction developments. As a Senior Portfolio Manager, Ryan manages a portfolio of more than 40 communities with over 2,000 units. Overseeing the daily management of communities, adherence to company policies and procedures, marketing, leasing, maintenance, compliance, and customer service.

Before serving as VP and Senior Portfolio Manager, Mr. Beale held the position of Community Manager and Maintenance Tech from 2014 through 2016. Responsible for all onsite management activities of a project which included rent collections, HAP processing, resident services, legal proceedings, resident compliance, leasing, maintenance and procurement. From 2007 through 2014 he was a Property Account Manager and was responsible for providing accounts payable and receivable services for the company and communities. Assisted with audit preparation, improvements to accounting system, and interaction with government and partner entities.

EDUCATION

Associates Degree in Business Administration
Florida Keys Community College

RECOGNITIONS

Licensed Real Estate Broker
Mortgage Loan Finance Certification
Certified Property Manager and Service
Coordinator for Supportive Housing



PREMIER PROPERTY MANAGEMENT, LLC
120 N. Leroy
Fenton, Michigan 48430
Email: beale@4premier.net
Phone: 810-629-9500
Fax: 810-714-5540
www.welcometoyourhome.com



RESUME

JASON OSTRANDER, CPA

CHIEF FINANCIAL OFFICER

PROFESSIONAL EXPERIENCE

Premier Property Management, LLC

Chief Financial Officer

Jason has headed up the Accounting and Finance Department at Premier since 2010 where he has been integrally involved in all functions of the acquisition, development and property management of the Company's affordable and conventional portfolio.

Siefried Group, LLP

Senior Manager

Lead for the development and drafting of the MD&A section for a Company's upcoming S-1 filing. Assisted with the cheap stock analysis associated with the IPO transaction which includes the analysis of quarterly equity compensation valuation reports in order to anticipate SEC inquiries regarding the UP-C Accounting.

Pulte Homes, Inc.

Director of Finance

Jason managed and certified controllers from 5 Divisions for the preparation and reporting of quarterly financials and monthly reporting.

PricewaterhouseCoopers

Assurance & Business Advisory Services/Transaction Services

Managed audits for multiple complex engagements following recent acquisitions and consolidations, including foreign locations. North American audit lead for large foreign auto supplier. Responsible for managing teams performing procedures at over 10 divisions and corporate headquarters. In charge of \$1B division of publicly traded company. Role included management and review of 8 professional staff.

EDUCATION

Bachelor of Business Administration, Accounting Major

University of Michigan

RECOGNITIONS

Certified Public Accountant

City of Grand Blanc Planning Commissioner



PREMIER PROPERTY MANAGEMENT, LLC
120 N. Leroy
Fenton, Michigan 48430
Email: jostrander@4premier.net
Phone: 810-629-9500
Fax: 810-714-5540
www.welcometoyourhome.com





Ypsilanti Housing Commission



About Us

The YHC is committed to providing affordable, safe, and high-quality housing opportunities where residents have access to services and resources that allow them to reach their full potential.

We have been providing affordable housing opportunities to moderate and low-income families and individuals in the City of Ypsilanti since our establishment in 1952.

In the last five years, we have completely renovated or rebuilt all 342 units in our portfolio. We now proudly offer the highest quality affordable housing in the City of Ypsilanti.

Our Communities

Hamilton Crossing (144 Units)
596 South Hamilton St.

New Parkridge (86 Units)
831 Hilyard Robinson Way

Sauk Trail Pointe (36 Units)
A Deborah Strong Property
928 W. Michigan Ave.

Hollow Creek (24 Units)
A Deborah Strong Property
130 S. Grove

Towner (23 Units)
A Deborah Strong Property
Towner St.

Scattered Sites (29 Units)



Ypsilanti Housing Commission, 601 Armstrong Dr., Ypsilanti, MI 48197
(734) 482-4300
www.ypsilantihc.org



DEBORAH STRONG HOUSING

Named after a longtime housing advocate and former chairperson of the Ypsilanti Housing Commission, Deborah Strong Housing includes the rehabilitation of existing public housing units. Completed in late 2016, the project consists of 112 units

over 12 scattered sites, including eight one- and two-story duplexes and 19 one- and two-story garden-style buildings. Three of these sites are apartment complexes comprised of 36 (Sauk Trail Pointe), 24 (Hollow Creek) and 23 (Towner Apartments) units. Nine additional sites offer duplexes with two to ten units located at each site.

All units are targeted to families earning 60% of Area Median Income (AMI) or less. Additionally, all 112 units will provide Section 8 Project-Based Rental Assistance as a result of the conversion of this public housing through HUD's Rental Assistance Demonstration (RAD) Program. The unit mix includes 31 one-bedroom units, 28 two-bedroom units, 34 three-bedroom units and 19 four-bedroom units.

The sites are all located within four square miles of each other, and are close to schools, commercial, recreational, and healthcare services. Specifically, the close proximity to Eastern Michigan University allows for the successful integration of EMU's Family Empowerment Program (FEP). Community centers and new, state-of-the-art playgrounds are located at the two largest sites, Hollow Creek and Sauk Trail Pointe (formerly Paradise Manor), and are available to all residents. Computer labs, community rooms with full kitchens, as well as FEP and management offices are located in the community centers. A community garden was installed in Spring 2019 at Sauk Trail Pointe. A "healthy food" educational component is an integral part of the community garden experience.

Deborah Strong Housing is the first project to participate in the Strong Families Fund (SFF), a pilot pay-for-performance effort to finance social

service coordination and affordable housing. With funding provided by the Kresge and Robert Wood Foundation, the SFF builds on the framework that housing can be a platform to improve the lives of tenants and the communities in which they live.

FAMILY EMPOWERMENT PROGRAM



Eastern Michigan University's Family Empowerment Program works to help families living in complexes owned by the Ypsilanti Housing Commission to make strides toward self-sufficiency in three key areas - employment, education, and health/wellness. Its Director, Marquan Jackson, is assisted by Mark Hammond and Darlene Holliday. The program began at Hamilton Crossing with a grant from the Kresge Foundation and has since expanded into Deborah Strong Housing as well as New Parkridge. The work at Deborah Strong Housing is funded by the Kresge and Robert Wood Johnson Foundations as a part of the Strong Families Fund, with technical assistance and oversight provided by the Corporation for Supportive Housing.

Local partners of this work include the United Way of Washtenaw County, Washtenaw County Office of Community and Economic Development, the City of Ypsilanti, SOS Community Services, Childcare Network, Washtenaw Community College, and Chesapeake Community Advisors.

Ypsilanti Housing Commission, 601 Armstrong Dr., Ypsilanti, MI 48197
(734) 482-4300
www.ypsilantihc.org

Our Communities

HAMILTON CROSSING (144 UNITS)

596 SOUTH HAMILTON STREET

Hamilton Crossing features 1, 2, and 3-bedroom apartment homes thoughtfully designed with comfort and convenience in mind. In addition to modern floor plans and maintenance-free living, the community offers a number of amenities. The community features on-site management and maintenance, spacious community room, and a computer lab.

Hamilton Crossing is located a short distance from St. Joseph Mercy Hospital, Eastern Michigan University, Detroit Metropolitan Airport, and Ann Arbor. Hamilton Crossing is one of the many housing [communities](#) offering modern amenities and services through the [Family Empowerment Program](#).

COMMUNITY FEATURES:

- Community Room
- Computer Lab
- Private Entrance
- Beautifully Landscaped Lawns and Gardens
- Beautiful Park Like Setting
- Three Play Spaces
- Close to Major Interstates

APARTMENT FEATURES:

- Cable Ready
- Microwave
- Dishwasher
- Garbage Disposal
- Air Conditioning
- Gas Heat
- Spacious Rooms
- Oversized Windows
- Window Treatments
- Appliances Included
- Washer and Dryer
- Patio
- Town Homes - Full Basement
- Hardwood Flooring



NEW PARKRIDGE (86 UNITS)

831 HILYARD ROBINSON WAY



Construction is complete for New Parkridge, a full demolition and replacement of eighty units (80) of public housing with eighty-six (86) units of new duplexes, townhouses and two multi-unit apartment buildings. The development provides a mix of one-bedroom (14), two-bedroom (41) and three-bedroom (31) units.

Developed by the Ypsilanti Housing Commission (YHC) and Chesapeake Community Advisors (CCA), the site plan incorporates New Urbanism

concepts, with the street grid reconnected to the surrounding neighborhood, new housing facing the street with porches and sidewalks to encourage an active neighborhood with "eyes on the street". The scale of the housing is appropriate for the residential neighborhood with primarily duplexes with individual driveways and open spaces. The site also includes playgrounds and a space for a community garden.

The original Parkridge Homes development, located in Ypsilanti, was built in 1943 as housing for African-American workers at the Willow Run Bomber Plant. Designed by noted African-American Architect [Hilyard Robinson](#), the development was a response to a housing shortage for area workers following an unsuccessful attempt to integrate Willow Run public housing. Parkridge Homes is integrally connected to the history of Willow Run, the Civil Rights movement in Washtenaw County, the Ypsilanti-area African-American community, and architect Robinson.

The new community building offers supportive services to all residents which enables improved access to affordable healthcare, education, job training, childcare, and other services for Ypsilanti's most vulnerable residents. Related to health services, individualized case management plans include coordination of provider services for primary health care, mental health services, dental care, assistance with Medicaid enrollment, health education and wellness programs, among others. Other services will include adult literacy and education, job training & placement and leadership training.

The development is also located adjacent to the [Parkridge Community Center](#), which offers a range of educational and recreational programming for youth and adults, including a summer camp for area children.

New Parkridge is a community made up of duplexes and multi-unit townhomes. The waiting list status is currently closed.

NEW PARKRIDGE (CONTINUED)

COMMUNITY FEATURES:

- Community Space
- Computer Lab
- Private Entrance
- Private Driveway
- Play Spaces

APARTMENT FEATURES:

- 100% Smoke-Free Apartments
- Cable Ready
- Microwave
- Dishwasher
- Garbage Disposal
- Air Conditioning
- Gas Heat
- Spacious Rooms
- Oversized Windows
- Window Treatments
- Appliances Included
- Washer and Dryer
- Patio
- Hardwood Flooring



SAUK TRAIL POINTE (36 UNITS)

A DEBORAH STRONG HOUSING PROPERTY

928 W. MICHIGAN AVE.

Sauk Trail Pointe is a community of two-story apartment units. The waiting list status is currently closed.

APARTMENT FEATURES:

- Cable Ready
- Microwave
- Dishwasher
- Garbage Disposal
- Air Conditioning
- Gas Heat
- Spacious Rooms
- Oversized Windows
- Window Treatments
- Appliances Included
- Washer and Dryer
- Patio
- Town Homes - Full Basement
- Hardwood Flooring



History | The name Sauk Trail Pointe pays homage to the [Sauk Trail](#), a Native American trail that passed through Ypsilanti along present-day Michigan Avenue, on which Sauk Trail Pointe is located. The Sauk Trail ran through Illinois, Indiana and Michigan. From west to east, the trail connected Rock Island on the Mississippi River to the Illinois River near modern Peru, with the trail along the north bank of that river to Joliet, and on to Valparaiso, Indiana. It then ran northeasterly to LaPorte and into southern Michigan through Niles, Three Rivers, and Ypsilanti, ending at the Detroit River. The trail followed a winding path along the ridges of dune and moraines that marked the earlier glacial period Lake Michigan shorelines. European settlers improved the trail into a wagon road and later into modern highways.

HOLLOW CREEK (24 UNITS)

A DEBORAH STRONG HOUSING PROPERTY

130 S. GROVE

Hollow Creek is a community of two-story apartment units. The waiting list status is currently closed.

APARTMENT FEATURES:

- Cable Ready
- Microwave
- Dishwasher
- Garbage Disposal
- Air Conditioning
- Gas Heat
- Spacious Rooms
- Oversized Windows
- Window Treatments
- Appliances Included
- Washer and Dryer
- Patio
- Town Homes - Full Basement
- Hardwood Flooring





TOWNER (23 UNITS)

A DEBORAH STRONG HOUSING PROPERTY

TOWNER ST.

Towner is a community of one-story, 1 & 2-bedroom apartment units. All one-bedroom units in Deborah Strong Housing have a waiting-list preference for elderly applicants. The waiting list status is currently closed.

APARTMENT FEATURES:

- Cable Ready
- Microwave
- Dishwasher
- Garbage Disposal
- Air Conditioning
- Gas Heat
- Spacious Rooms
- Oversized Windows
- Window Treatments
- Appliances Included
- Washer and Dryer
- Hardwood Flooring



SCATTERED SITES (29 UNITS)

A DEBORAH STRONG HOUSING PROPERTY

Deborah Strong Housing also includes 29 scattered site units around the City of Ypsilanti. The sites range from 2-8 units each, with bedroom sizes ranging from one to four. The scattered sites include seven units on Maus Avenue that were newly constructed in 2016.

APARTMENT FEATURES:

- Cable Ready
- Microwave
- Dishwasher
- Garbage Disposal
- Air Conditioning
- Gas Heat
- Spacious Rooms
- Oversized Windows
- Window Treatments
- Appliances Included
- Washer and Dryer
- Hardwood Flooring



BRIDGEPORT APARTMENTS

ALLEGAN, MICHIGAN



Rehabilitation

Total Dev. Cost: \$6,258,000

49 Units

Financing: LIHTC, FHA

Year Completed: 2015



RAD
Conversion
Specialists

BRIDGEPORT APARTMENTS

510 COLONIAL DRIVE, ALLEGAN, MI 49010



Slavik and Premier, through their affiliate, Allegan Property Development, LLC, redeveloped 49 affordable family and senior rental units. The development team compiled a talented team of engineers and architects as well as utilizing the talents of SBD as the general contractor to successfully redevelop the project. The development team successfully processed a tax credit application and obtained FHA-insured financing. Construction commenced in 2010 and was completed in 2012. Total development costs were approximately \$6,500,000 and funding sources included FHA debt financing and low income housing tax credits.

Ownership

Bridgeport Community LDHA, LLC
120 N. Leroy
Fenton, MI 48430
(810) 629-9500
rbeale@4premier.net

Management

Premier Property Management, LLC
120 N. Leroy
Fenton, MI 48430
(810) 629-9500
rbeale@4premier.net



CORNERSTONE ESTATES

DETROIT, MICHIGAN



New Construction

Total Dev. Cost: \$31,505,000

180 Units

**Financing: HOPE VI, Replacement
Housing Funds, LIHTC**

Years Completed: 2011-2012



RAD
Conversion
Specialists

CORNERSTONE ESTATES

2701 JOHN C. LODGE SERVICE DRIVE, DETROIT, MI 48201



Slavik and Premier, through their affiliate, Scripps Park Associates, LLC, were selected by the Detroit Housing Commission to redevelop another one of its public housing projects, Jeffries East, under HUD's HOPE VI program. It resulted in the demolition of over 260 units and the new construction of 180 replacement affordable family rental units. Once again, the development team utilized a coordinated effort in planning the development that included several resident meetings and Housing Commission involvement, in addition to the selection of a talented group of urban planners, engineers and architects as well as the utilizing the talents of SBD as the general contractor. The development team successfully processed 2 separate tax credit applications for the 180 replacement rental units. Construction commenced on the first phase in 2010 and construction was completed on the last phase in 2012. Total development costs were approximately \$32,400,000 and funding sources included HOPE VI loans, Replacement Housing Factor (RHF) funds, deferred developer fees and low income housing tax credits.



RAD
Conversion
Specialists

Ownership
Cornerstone Estates I-III LDHA, LLC
32500 Telegraph Road, Suite 222
Bingham Farms, MI 48025
(248) 203-0011
egold@slavikenterprises.com

Management
Premier Property Management, LLC
120 N. Leroy
Fenton, MI 48430
(810) 629-9500
rbeale@4premier.net

MILLER COURT APARTMENTS

PAW PAW, MICHIGAN



Rehabilitation

Total Dev. Cost: \$7,342,000

81 Units

Financing: LIHTC

Year Completed: 2018



RAD
Conversion
Specialists

MILLER COURT APARTMENTS

205 MILLER COURT, PAW PAW, MI 49079



RAD Conversion Specialists (RCS) redeveloped 81 affordable senior rental units for the Paw Paw Housing Commission ("PPHC"). RCS successfully processed and closed a RAD application on behalf of PPHC. RCS coordinated the efforts of the design team, input from Residents and the desires of the PPHC to create a scope of work that resulted in a newly renovated senior apartment building that PPHC and the residents are proud to call home. SBD was the general contractor on the project. RCS successfully processed a tax credit application. Construction commenced in July, 2017 and was completed in April, 2018. Total development costs were approximately \$7,300,000 and funding sources included seller financing, PPHC capital funds and low income housing tax credits.

Ownership

Miller Court Senior Apartments LDHA, LLC
205 Miller Court
Paw Paw, MI 49079
(269) 657-4776
chuck.bpphc@gmail.com

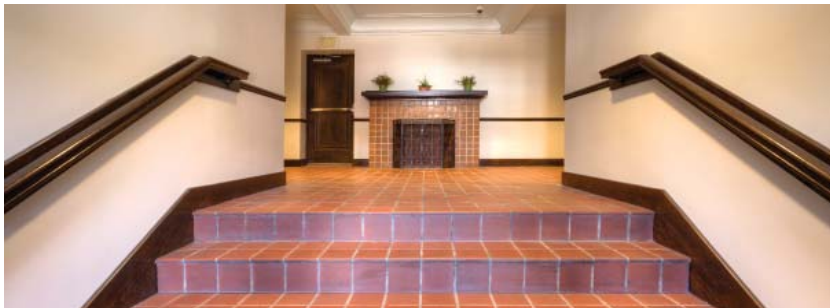
Management

Paw Paw Housing Commission
205 Miller Court
Paw Paw, MI 49079
(269) 657-4776
chuck.bpphc@gmail.com



SWAYZE COURT APARTMENTS

FLINT, MICHIGAN



New Construction & Rehabilitation

Total Dev. Cost: \$8,625,000

54 Units

Financing: LIHTC, Historic Tax Credits, HOME Funds, AHP Loan

Year Completed: 2016



SWAYZE COURT APARTMENTS

313 W. COURT STREET, FLINT, MI 48502



RAD Conversion Specialists (RCS) teamed with Glenn Wilson of Communities First, Inc., a nonprofit corporation for the new construction and redevelopment of 54 affordable senior rental units in Flint. RCS and Glenn Wilson coordinated the efforts of the design team to create a scope of work and redevelop an historic apartment building that resulted in a newly renovated apartment building in a once distressed area of Flint, MI. Construction commenced in 2015 and was completed in 2016. Total development costs were approximately \$8,625,000 and funding sources included Historic Tax Credits, HOME loans, AHP Loan and low income housing tax credits.

Ownership
Swayze Court Apartments LDHA, LP
415 W. Court Street
Flint, MI 48503
(248) 203-0011
egold@slavikenterprises.com

Management
Premier Property Management, LLC
120 N. Leroy
Fenton, MI 48430
(810) 629-9500
rbeale@4premier.net



WOODBIDGE ESTATES

DETROIT, MICHIGAN



New Construction

Total Dev. Cost: \$54,219,000

327 Units

**Financing: HOPE VI, Replacement
Housing Funds, Brownfield
Credits, HOME Funds, FHA, LIHTC**

Years Completed: 2004-2006



RAD
Conversion
Specialists

WOODBIDGE ESTATES

4106 SUPREMES DRIVE, DETROIT, MI 48201



Slavik and Premier, through their affiliate, Scripps Park Associates, LLC, were selected by the Detroit Housing Commission to redevelop one of its public housing projects, Jeffries Homes, under HUD's HOPE VI program. It resulted in the demolition of over 2,000 units and the new construction of 327 replacement affordable family rental units, 100 affordable senior assisted living units and 60 for-sale homes. The development team utilized a coordinated effort in planning the development that included several resident meetings, neighborhood charrettes and Housing Commission involvement, in addition to the selection of a talented group of urban planners, engineers and architects. The development team successfully processed 6 separate tax credit applications for the 327 replacement rental units. Construction commenced on the first phase in 2003 and construction was completed on the last phase in 2014. Total development costs were approximately \$54,000,000 and funding sources included HOPE VI loans, Brownfield credits, HOME loans, FHA insured first mortgage loans and low income housing tax credits.



RAD
Conversion
Specialists

Ownership

Woodbridge Estates Apartments I-VI LDHA, LLC
32500 Telegraph Road, Suite 222
Bingham Farms, MI 48025
(248) 203-0011
egold@slavikenterprises.com

Management

Premier Property Management, LLC
120 N. Leroy
Fenton, MI 48430
(810) 629-9500
rbeale@4premier.net

Response to RFP:

Redevelopment of 206-210 N. Washington Street, Ypsilanti, MI

Submitted to the City of Ypsilanti by:

Lead Contact Name: Zac Fosler
Company or Team name: Ypsilanti-Washtenaw Housing Corporation
Mailing Address: 601 Armstrong Dr, Ypsilanti, MI 48197
Phone Number: (734) 482-4300
Email Address: zfosler@ypsilantihc.org

Summary of proposed development scenario

Number of residential units: 16
Number of affordable units: 16
Type of affordable units: 60% AMI (LIHTC) for seniors 55 and older
Other uses, if any: _____
Estimated land purchase price: \$105,000
Estimated total development cost: \$6,000,000
Anticipated incentives required: PILOT agreement
Due diligence period required (days): 180

Response Contents Attached

- ☒ Letter of Interest (up to three pages)
☐ Concept plans or renderings
☒ Portfolio of development experience (up to ten pages)
☒ Resume of key team member(s)

Signature

Signature of Authorized Signer: 
Name and Title: Zac Fosler, Executive Director
Date submitted: 8/17/2020



Ypsilanti-Washtenaw Housing Corporation

601 Armstrong Dr.
Ypsilanti, MI 48197
PHONE (734) 482-4300
FAX (734) 482-5515

August 17, 2020

Joe Myers, Economic Development Director
City of Ypsilanti
jmyers@cityofypsilanti.com

Subject: Letter of Interest – Redevelopment of 206-210 N. Washington St.

Dear Mr. Myers,

As Executive Director of the Ypsilanti-Washtenaw Housing Corporation (YWHC), a 501(c)(3) nonprofit solely controlled by the Ypsilanti Housing Commission, I would like to express our interest in redeveloping the property at 206-210 North Washington.

Over the last ten years, the YWHC has redeveloped 342 units of affordable housing within the City of Ypsilanti; the YHC has been developing and managing affordable housing in the City of Ypsilanti since 1952. Our affordable housing stands apart from other developers because of the robust resident service coordination offered at our properties. All our residents have access to full-time social workers through our partner, Eastern Michigan University's Family Empowerment Program (FEP). The FEP works with families, seniors, and children to help them realize their full potential in life—focusing on key areas that impact self-reliance and quality of life such as employment, asset building, education, childcare, physical and mental health and wellness, and transportation.

The early predevelopment team for this project will also include RAD Conversion Specialists and Premier Property Management (PPM), a Detroit area-based property management and development consulting firm formed by Robert Beale in 1999. Should the City select us to develop 206-210 North Washington, we will add other partners to the development team, including architectural and engineering professionals, a general contractor, and legal counsel.

We propose to develop this property using a combination of 9% Low-Income Housing Tax Credits and conventional financing. We anticipate all 16 of the units being designated for seniors 55 and over with incomes at or below 60% of Area Median Income (currently \$42,660 for an individual in Washtenaw County). In order to provide sixteen 750-square-foot units, we estimate needing to construct an additional 6,000 square feet on the property. I suspect this would be achieved by adding on about the one-story section of the building, but this will be determined during additional architectural review should the City select our proposal.

With its close proximity to the Ypsilanti Transit Center and a wide range of amenities in downtown Ypsilanti, 206-210 North Washington could be an ideal home for seniors in our community. As with all of our properties, we would employ high quality property management and maintain an apartment community that residents are proud to live in.



www.ypsilantihc.org





Ypsilanti-Washtenaw Housing Corporation

601 Armstrong Dr.
Ypsilanti, MI 48197
PHONE (734) 482-4300
FAX (734) 482-5515

Enclosed, please find a portfolio featuring some of YWHC and RAD Conversion Specialists' past developments and resumes of our key team members. We appreciate your consideration and look forward to the opportunity to again work together to enhance our City's affordable housing stock and revitalize our downtown.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Zac Fosler', is written over a light blue horizontal line.

Zac Fosler
Executive Director



Equal Housing Opportunity

www.ypsilantihc.org



Equal Opportunity Employer

Zachary D. Fosler, MPA

601 ARMSTRONG DRIVE, YPSILANTI, MI 48197
(734) 482-4300
ZFOSLER@YPSILANTIHC.ORG

Education

- Master of Public Administration**, Ohio University, Athens, OH 2010 – 2012
GPA: 3.97
Special Interests: Strategic and Performance Management, Program Evaluation
- Bachelor of Science – Entrepreneurship**, Northern Michigan University, Marquette, MI 2001 – 2006
Walker L. Cisler College of Business – Accredited by AACSB International
Specific Areas of Study: Small Business Management and Finance

Professional Work Experience

- Executive Director, Ypsilanti Housing Commission**, Ypsilanti, MI 2013 – present
- Oversee and direct all housing commission personnel and operations.
 - Provide oversight of commission's tax credit properties (342 units).
 - Launched and completed initiative to redevelop the commission's entire Public Housing portfolio through HUD's Rental Assistance Demonstration (RAD) program.
 - Secured two allocations of 9% LIHTCs for the preservation of 112 units of public housing and the demolition and reconstruction of 86 units of public housing. Total approximate development cost: \$34 million.
- Executive Director, Gallia Metropolitan Housing Authority**, Bidwell, OH 2009 – 2013
- Oversee and direct all housing authority personnel and operations, including Public Housing (144 units), Housing Choice Voucher (185 vouchers), and §5(h) Homeownership programs.
 - Prepare and manage annual agency budget of approximately \$1.5 million.
 - Achieved High Performer status in SEMAP (Section 8 Management Assessment Program).
 - Closed \$150,000 annual budget gap present at time of hire and ended the following fiscal year with a \$40,000 surplus.
 - Conducted procurement and contract administration of a \$1.2 million site-wide renovation project.
 - Implemented software changes that increased organizational efficiency and reduced administrative expenses.
 - Designed and implemented an annually recurring summer feeding program for children residing in public housing.
- Financial & Program Systems Manager, Bernalillo Housing Services**, Bernalillo, NM 2007 – 2009
- Assisted executive director with HUD report preparation and responses.
 - Prepared annual and 5-year PHA plan.
 - Prepared financial and programmatic reports for Public Housing and Housing Choice Voucher programs.
 - Provided technical assistance and training to staff in use of housing database software (HAPPY Software).
 - Conducted all procurement and contract management activities.
 - Identified/collected \$85,000+ in past due receivables within three months of hire and developed policies to prevent future excess receivables.
 - Prepared new Section 8 Administrative Plan and Public Housing Admissions and Continued Occupancy Policy.
- Assistant Front Office Manager (final), Menards**, Burlington, WI (final), Escanaba & Marquette, MI 2006 – 2007
- Handled cash deposits of up to \$30,000 and balanced safe totals.
 - Trained/managed diverse team of 40+ employees.
 - Managed governmental charge accounts, accounts payable, store security and surveillance.
 - Analyzed/filed reports, managed inventory maintenance.

Professional Training & Certifications

- | | | |
|--|----------------------------------|-----------------------------------|
| Hearing Officer Workshop (2012) | Public Housing Manager (2009) | HCV Eligibility Specialist (2008) |
| Advanced PHA Budgeting, Accounting, & Financial Reporting (2011) | PH Eligibility Specialist (2008) | HCV Occupancy Specialist (2008) |
| UPCS Inspection Protocol (2010) | PH Occupancy Specialist (2008) | HCV Rent Calculation (2008) |
| | PH Rent Calculation (2008) | |

Professional and Civic Engagement

Michigan Chapter of the National Association of Housing and Redevelopment Officials –

President (elected position, 2-year term)	2019 – present
Senior Vice President (elected position, 2-year term)	2017 – 2019
Member	2013 – present

National Association of Housing and Redevelopment Officials –

Strategic Planning and Advisory Committee (leadership appointee, 2-year term)	2019 – present
Community Revitalization & Development Committee (leadership appointee, 2-year term)	2019 – present
Professional Development Committee (leadership appointee, 2-year term)	2017 – 2019
Emerging Leaders Subcommittee (presidential appointee, 2-year term)	2014 – 2016
Member	2007 – present

Ann Arbor Area YMCA – Board Member

2019 – present

Washtenaw County Continuum of Care – Board Member

2014 – present

Family Empowerment Program Advisory Group – Member

2013 – present

Washtenaw Housing Alliance – Member of Board of Directors & Operations Committee

2013 – present

Barrier Busters of Washtenaw County – Member

2013 – present

Gallipolis Rotary Club – Member of Board of Directors, Served on Leadership Committee

2010 – 2013

Gallia-Meigs-Jackson-Vinton Continuum of Care – Served on Executive, Strategic Planning,

2009 – 2013

Fundraising, Advocacy, and Data Collection & Research Committees

Homeless Planning Region 17 – Served on Regional Executive Committee and Regional Planning Group

2012 – 2013

Ohio Housing Authorities Conference (OHAC) – Member

2009 – 2013

RESUME

ROBERT BEALE

FOUNDER AND PRESIDENT

PROFESSIONAL EXPERIENCE

Premier Property Management, LLC

1999 - Present

Managing member involved with all aspects of day-to-day administration, management, accounting and client relationships for all Premier properties.

RAD Conversion Specialists, LLC

2013 - Present

Principal in charge of management, consulting and operations. RAD Conversion Specialists was formed to provide 85 years of combined affordable housing experience between The Slavik Company and Premier Property Management to tackle the demands and opportunities of the nation's aging and deteriorating affordable housing stock.

Communities of HOPE

2009 - Present

Communities of HOPE is a holistic program for social change in Metro Detroit. The program addresses the root causes of some of the biggest challenges facing the nation today around affordable housing. The Four Pillars include: Healthy Living, Educational Success, Financial Security & Asset Building, and Strong Families & Positive Relationships.

EDUCATION

Bachelor of Arts in Accounting

Oakland University

Real Estate Studies

Oakland Community College

RECOGNITIONS

Executive Director/Management Agent:

South Lyon Housing Commission (2005 - Present)

Clinton Township Housing Commission (2010 - 2012)

Ecorse Housing Commission (2006 - 2011)

Development Partner and Management Agent of the Public Housing HOPE VI revitalization program



PREMIER PROPERTY MANAGEMENT, LLC

120 N. Leroy

Fenton, Michigan 48430

Email: rbeale@4premier.net

Phone: 810-629-9500

Fax: 810-714-5540

www.welcometoyourhome.com



RESUME

RYAN D. BEALE

VICE PRESIDENT OF PROPERTY MANAGEMENT

PROFESSIONAL EXPERIENCE

Premier Property Management, LLC

2007 - Present

Principal responsible for the effective planning, directing, and overseeing all operational activities of the company including compliance, resident service, marketing, leasing, procurement, human resources and information technology. Integrally involved with development activities which include RAD, LIHTC and new construction developments. As a Senior Portfolio Manager, Ryan manages a portfolio of more than 40 communities with over 2,000 units. Overseeing the daily management of communities, adherence to company policies and procedures, marketing, leasing, maintenance, compliance, and customer service.

Before serving as VP and Senior Portfolio Manager, Mr. Beale held the position of Community Manager and Maintenance Tech from 2014 through 2016. Responsible for all onsite management activities of a project which included rent collections, HAP processing, resident services, legal proceedings, resident compliance, leasing, maintenance and procurement. From 2007 through 2014 he was a Property Account Manager and was responsible for providing accounts payable and receivable services for the company and communities. Assisted with audit preparation, improvements to accounting system, and interaction with government and partner entities.

EDUCATION

Associates Degree in Business Administration
Florida Keys Community College

RECOGNITIONS

Licensed Real Estate Broker
Mortgage Loan Finance Certification
Certified Property Manager and Service
Coordinator for Supportive Housing



PREMIER PROPERTY MANAGEMENT, LLC
120 N. Leroy
Fenton, Michigan 48430
Email: beale@4premier.net
Phone: 810-629-9500
Fax: 810-714-5540
www.welcometoyourhome.com



RESUME

JASON OSTRANDER, CPA

CHIEF FINANCIAL OFFICER

PROFESSIONAL EXPERIENCE

Premier Property Management, LLC

Chief Financial Officer

Jason has headed up the Accounting and Finance Department at Premier since 2010 where he has been integrally involved in all functions of the acquisition, development and property management of the Company's affordable and conventional portfolio.

Siefried Group, LLP

Senior Manager

Lead for the development and drafting of the MD&A section for a Company's upcoming S-1 filing. Assisted with the cheap stock analysis associated with the IPO transaction which includes the analysis of quarterly equity compensation valuation reports in order to anticipate SEC inquiries regarding the UP-C Accounting.

Pulte Homes, Inc.

Director of Finance

Jason managed and certified controllers from 5 Divisions for the preparation and reporting of quarterly financials and monthly reporting.

PricewaterhouseCoopers

Assurance & Business Advisory Services/Transaction Services

Managed audits for multiple complex engagements following recent acquisitions and consolidations, including foreign locations. North American audit lead for large foreign auto supplier. Responsible for managing teams performing procedures at over 10 divisions and corporate headquarters. In charge of \$1B division of publicly traded company. Role included management and review of 8 professional staff.

EDUCATION

Bachelor of Business Administration, Accounting Major

University of Michigan

RECOGNITIONS

Certified Public Accountant

City of Grand Blanc Planning Commissioner



PREMIER PROPERTY MANAGEMENT, LLC
120 N. Leroy
Fenton, Michigan 48430
Email: jostrander@4premier.net
Phone: 810-629-9500
Fax: 810-714-5540
www.welcometoyourhome.com





Ypsilanti Housing Commission



About Us

The YHC is committed to providing affordable, safe, and high-quality housing opportunities where residents have access to services and resources that allow them to reach their full potential.

We have been providing affordable housing opportunities to moderate and low-income families and individuals in the City of Ypsilanti since our establishment in 1952.

In the last five years, we have completely renovated or rebuilt all 342 units in our portfolio. We now proudly offer the highest quality affordable housing in the City of Ypsilanti.

Our Communities

Hamilton Crossing (144 Units)
596 South Hamilton St.

New Parkridge (86 Units)
831 Hilyard Robinson Way

Sauk Trail Pointe (36 Units)
A Deborah Strong Property
928 W. Michigan Ave.

Hollow Creek (24 Units)
A Deborah Strong Property
130 S. Grove

Towner (23 Units)
A Deborah Strong Property
Towner St.

Scattered Sites (29 Units)



Ypsilanti Housing Commission, 601 Armstrong Dr., Ypsilanti, MI 48197
(734) 482-4300
www.ypsilantihc.org



DEBORAH STRONG HOUSING

Named after a longtime housing advocate and former chairperson of the Ypsilanti Housing Commission, Deborah Strong Housing includes the rehabilitation of existing public housing units. Completed in late 2016, the project consists of 112 units

over 12 scattered sites, including eight one- and two-story duplexes and 19 one- and two-story garden-style buildings. Three of these sites are apartment complexes comprised of 36 (Sauk Trail Pointe), 24 (Hollow Creek) and 23 (Towner Apartments) units. Nine additional sites offer duplexes with two to ten units located at each site.

All units are targeted to families earning 60% of Area Median Income (AMI) or less. Additionally, all 112 units will provide Section 8 Project-Based Rental Assistance as a result of the conversion of this public housing through HUD's Rental Assistance Demonstration (RAD) Program. The unit mix includes 31 one-bedroom units, 28 two-bedroom units, 34 three-bedroom units and 19 four-bedroom units.

The sites are all located within four square miles of each other, and are close to schools, commercial, recreational, and healthcare services. Specifically, the close proximity to Eastern Michigan University allows for the successful integration of EMU's Family Empowerment Program (FEP). Community centers and new, state-of-the-art playgrounds are located at the two largest sites, Hollow Creek and Sauk Trail Pointe (formerly Paradise Manor), and are available to all residents. Computer labs, community rooms with full kitchens, as well as FEP and management offices are located in the community centers. A community garden was installed in Spring 2019 at Sauk Trail Pointe. A "healthy food" educational component is an integral part of the community garden experience.

Deborah Strong Housing is the first project to participate in the Strong Families Fund (SFF), a pilot pay-for-performance effort to finance social

service coordination and affordable housing. With funding provided by the Kresge and Robert Wood Foundation, the SFF builds on the framework that housing can be a platform to improve the lives of tenants and the communities in which they live.

FAMILY EMPOWERMENT PROGRAM



Eastern Michigan University's Family Empowerment Program works to help families living in complexes owned by the Ypsilanti Housing Commission to make strides toward self-sufficiency in three key areas - employment, education, and health/wellness. Its Director, Marquan Jackson, is assisted by Mark Hammond and Darlene Holliday. The program began at Hamilton Crossing with a grant from the Kresge Foundation and has since expanded into Deborah Strong Housing as well as New Parkridge. The work at Deborah Strong Housing is funded by the Kresge and Robert Wood Johnson Foundations as a part of the Strong Families Fund, with technical assistance and oversight provided by the Corporation for Supportive Housing.

Local partners of this work include the United Way of Washtenaw County, Washtenaw County Office of Community and Economic Development, the City of Ypsilanti, SOS Community Services, Childcare Network, Washtenaw Community College, and Chesapeake Community Advisors.

Ypsilanti Housing Commission, 601 Armstrong Dr., Ypsilanti, MI 48197
(734) 482-4300
www.ypsilantiyh.org

Our Communities

HAMILTON CROSSING (144 UNITS)

596 SOUTH HAMILTON STREET

Hamilton Crossing features 1, 2, and 3-bedroom apartment homes thoughtfully designed with comfort and convenience in mind. In addition to modern floor plans and maintenance-free living, the community offers a number of amenities. The community features on-site management and maintenance, spacious community room, and a computer lab.

Hamilton Crossing is located a short distance from St. Joseph Mercy Hospital, Eastern Michigan University, Detroit Metropolitan Airport, and Ann Arbor. Hamilton Crossing is one of the many housing [communities](#) offering modern amenities and services through the [Family Empowerment Program](#).

COMMUNITY FEATURES:

- Community Room
- Computer Lab
- Private Entrance
- Beautifully Landscaped Lawns and Gardens
- Beautiful Park Like Setting
- Three Play Spaces
- Close to Major Interstates

APARTMENT FEATURES:

- Cable Ready
- Microwave
- Dishwasher
- Garbage Disposal
- Air Conditioning
- Gas Heat
- Spacious Rooms
- Oversized Windows
- Window Treatments
- Appliances Included
- Washer and Dryer
- Patio
- Town Homes - Full Basement
- Hardwood Flooring



NEW PARKRIDGE (86 UNITS)

831 HILYARD ROBINSON WAY



Construction is complete for New Parkridge, a full demolition and replacement of eighty units (80) of public housing with eighty-six (86) units of new duplexes, townhouses and two multi-unit apartment buildings. The development provides a mix of one-bedroom (14), two-bedroom (41) and three-bedroom (31) units.

Developed by the Ypsilanti Housing Commission (YHC) and Chesapeake Community Advisors (CCA), the site plan incorporates New Urbanism

concepts, with the street grid reconnected to the surrounding neighborhood, new housing facing the street with porches and sidewalks to encourage an active neighborhood with "eyes on the street". The scale of the housing is appropriate for the residential neighborhood with primarily duplexes with individual driveways and open spaces. The site also includes playgrounds and a space for a community garden.

The original Parkridge Homes development, located in Ypsilanti, was built in 1943 as housing for African-American workers at the Willow Run Bomber Plant. Designed by noted African-American Architect [Hilyard Robinson](#), the development was a response to a housing shortage for area workers following an unsuccessful attempt to integrate Willow Run public housing. Parkridge Homes is integrally connected to the history of Willow Run, the Civil Rights movement in Washtenaw County, the Ypsilanti-area African-American community, and architect Robinson.

The new community building offers supportive services to all residents which enables improved access to affordable healthcare, education, job training, childcare, and other services for Ypsilanti's most vulnerable residents. Related to health services, individualized case management plans include coordination of provider services for primary health care, mental health services, dental care, assistance with Medicaid enrollment, health education and wellness programs, among others. Other services will include adult literacy and education, job training & placement and leadership training.

The development is also located adjacent to the [Parkridge Community Center](#), which offers a range of educational and recreational programming for youth and adults, including a summer camp for area children.

New Parkridge is a community made up of duplexes and multi-unit townhomes. The waiting list status is currently closed.

NEW PARKRIDGE (CONTINUED)

COMMUNITY FEATURES:

- Community Space
- Computer Lab
- Private Entrance
- Private Driveway
- Play Spaces

APARTMENT FEATURES:

- 100% Smoke-Free Apartments
- Cable Ready
- Microwave
- Dishwasher
- Garbage Disposal
- Air Conditioning
- Gas Heat
- Spacious Rooms
- Oversized Windows
- Window Treatments
- Appliances Included
- Washer and Dryer
- Patio
- Hardwood Flooring



SAUK TRAIL POINTE (36 UNITS)

A DEBORAH STRONG HOUSING PROPERTY

928 W. MICHIGAN AVE.

Sauk Trail Pointe is a community of two-story apartment units. The waiting list status is currently closed.

APARTMENT FEATURES:

- Cable Ready
- Microwave
- Dishwasher
- Garbage Disposal
- Air Conditioning
- Gas Heat
- Spacious Rooms
- Oversized Windows
- Window Treatments
- Appliances Included
- Washer and Dryer
- Patio
- Town Homes - Full Basement
- Hardwood Flooring



History | The name Sauk Trail Pointe pays homage to the [Sauk Trail](#), a Native American trail that passed through Ypsilanti along present-day Michigan Avenue, on which Sauk Trail Pointe is located. The Sauk Trail ran through Illinois, Indiana and Michigan. From west to east, the trail connected Rock Island on the Mississippi River to the Illinois River near modern Peru, with the trail along the north bank of that river to Joliet, and on to Valparaiso, Indiana. It then ran northeasterly to LaPorte and into southern Michigan through Niles, Three Rivers, and Ypsilanti, ending at the Detroit River. The trail followed a winding path along the ridges of dune and moraines that marked the earlier glacial period Lake Michigan shorelines. European settlers improved the trail into a wagon road and later into modern highways.

HOLLOW CREEK (24 UNITS)

A DEBORAH STRONG HOUSING PROPERTY

130 S. GROVE

Hollow Creek is a community of two-story apartment units. The waiting list status is currently closed.

APARTMENT FEATURES:

- Cable Ready
- Microwave
- Dishwasher
- Garbage Disposal
- Air Conditioning
- Gas Heat
- Spacious Rooms
- Oversized Windows
- Window Treatments
- Appliances Included
- Washer and Dryer
- Patio
- Town Homes - Full Basement
- Hardwood Flooring





TOWNER (23 UNITS)

A DEBORAH STRONG HOUSING PROPERTY

TOWNER ST.

Towner is a community of one-story, 1 & 2-bedroom apartment units. All one-bedroom units in Deborah Strong Housing have a waiting-list preference for elderly applicants. The waiting list status is currently closed.

APARTMENT FEATURES:

- Cable Ready
- Microwave
- Dishwasher
- Garbage Disposal
- Air Conditioning
- Gas Heat
- Spacious Rooms
- Oversized Windows
- Window Treatments
- Appliances Included
- Washer and Dryer
- Hardwood Flooring



SCATTERED SITES (29 UNITS)

A DEBORAH STRONG HOUSING PROPERTY

Deborah Strong Housing also includes 29 scattered site units around the City of Ypsilanti. The sites range from 2-8 units each, with bedroom sizes ranging from one to four. The scattered sites include seven units on Maus Avenue that were newly constructed in 2016.

APARTMENT FEATURES:

- Cable Ready
- Microwave
- Dishwasher
- Garbage Disposal
- Air Conditioning
- Gas Heat
- Spacious Rooms
- Oversized Windows
- Window Treatments
- Appliances Included
- Washer and Dryer
- Hardwood Flooring



BRIDGEPORT APARTMENTS

ALLEGAN, MICHIGAN



Rehabilitation

Total Dev. Cost: \$6,258,000

49 Units

Financing: LIHTC, FHA

Year Completed: 2015



BRIDGEPORT APARTMENTS

510 COLONIAL DRIVE, ALLEGAN, MI 49010



Slavik and Premier, through their affiliate, Allegan Property Development, LLC, redeveloped 49 affordable family and senior rental units. The development team compiled a talented team of engineers and architects as well as utilizing the talents of SBD as the general contractor to successfully redevelop the project. The development team successfully processed a tax credit application and obtained FHA-insured financing. Construction commenced in 2010 and was completed in 2012. Total development costs were approximately \$6,500,000 and funding sources included FHA debt financing and low income housing tax credits.

Ownership

Bridgeport Community LDHA, LLC
120 N. Leroy
Fenton, MI 48430
(810) 629-9500
rbeale@4premier.net

Management

Premier Property Management, LLC
120 N. Leroy
Fenton, MI 48430
(810) 629-9500
rbeale@4premier.net



CORNERSTONE ESTATES

DETROIT, MICHIGAN



New Construction

Total Dev. Cost: \$31,505,000

180 Units

Financing: HOPE VI, Replacement Housing Funds, LIHTC

Years Completed: 2011-2012



RAD
Conversion
Specialists

CORNERSTONE ESTATES

2701 JOHN C. LODGE SERVICE DRIVE, DETROIT, MI 48201



Slavik and Premier, through their affiliate, Scripps Park Associates, LLC, were selected by the Detroit Housing Commission to redevelop another one of its public housing projects, Jeffries East, under HUD's HOPE VI program. It resulted in the demolition of over 260 units and the new construction of 180 replacement affordable family rental units. Once again, the development team utilized a coordinated effort in planning the development that included several resident meetings and Housing Commission involvement, in addition to the selection of a talented group of urban planners, engineers and architects as well as the utilizing the talents of SBD as the general contractor. The development team successfully processed 2 separate tax credit applications for the 180 replacement rental units. Construction commenced on the first phase in 2010 and construction was completed on the last phase in 2012. Total development costs were approximately \$32,400,000 and funding sources included HOPE VI loans, Replacement Housing Factor (RHF) funds, deferred developer fees and low income housing tax credits.



RAD
Conversion
Specialists

Ownership

Cornerstone Estates I-III LDHA, LLC
32500 Telegraph Road, Suite 222
Bingham Farms, MI 48025
(248) 203-0011
egold@slavikenterprises.com

Management

Premier Property Management, LLC
120 N. Leroy
Fenton, MI 48430
(810) 629-9500
rbeale@4premier.net

MILLER COURT APARTMENTS

PAW PAW, MICHIGAN



Rehabilitation

Total Dev. Cost: \$7,342,000

81 Units

Financing: LIHTC

Year Completed: 2018



RAD
Conversion
Specialists

MILLER COURT APARTMENTS

205 MILLER COURT, PAW PAW, MI 49079



RAD Conversion Specialists (RCS) redeveloped 81 affordable senior rental units for the Paw Paw Housing Commission ("PPHC"). RCS successfully processed and closed a RAD application on behalf of PPHC. RCS coordinated the efforts of the design team, input from Residents and the desires of the PPHC to create a scope of work that resulted in a newly renovated senior apartment building that PPHC and the residents are proud to call home. SBD was the general contractor on the project. RCS successfully processed a tax credit application. Construction commenced in July, 2017 and was completed in April, 2018. Total development costs were approximately \$7,300,000 and funding sources included seller financing, PPHC capital funds and low income housing tax credits.

Ownership

Miller Court Senior Apartments LDHA, LLC
205 Miller Court
Paw Paw, MI 49079
(269) 657-4776
chuck.bpphc@gmail.com

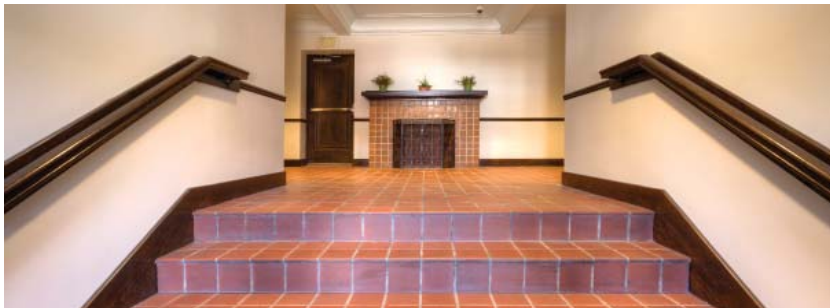
Management

Paw Paw Housing Commission
205 Miller Court
Paw Paw, MI 49079
(269) 657-4776
chuck.bpphc@gmail.com



SWAYZE COURT APARTMENTS

FLINT, MICHIGAN



New Construction & Rehabilitation

Total Dev. Cost: \$8,625,000

54 Units

Financing: LIHTC, Historic Tax Credits, HOME Funds, AHP Loan

Year Completed: 2016



SWAYZE COURT APARTMENTS

313 W. COURT STREET, FLINT, MI 48502



RAD Conversion Specialists (RCS) teamed with Glenn Wilson of Communities First, Inc., a nonprofit corporation for the new construction and redevelopment of 54 affordable senior rental units in Flint. RCS and Glenn Wilson coordinated the efforts of the design team to create a scope of work and redevelop an historic apartment building that resulted in a newly renovated apartment building in a once distressed area of Flint, MI. Construction commenced in 2015 and was completed in 2016. Total development costs were approximately \$8,625,000 and funding sources included Historic Tax Credits, HOME loans, AHP Loan and low income housing tax credits.

Ownership
Swayze Court Apartments LDHA, LP
415 W. Court Street
Flint, MI 48503
(248) 203-0011
egold@slavikenterprises.com

Management
Premier Property Management, LLC
120 N. Leroy
Fenton, MI 48430
(810) 629-9500
rbeale@4premier.net



WOODBIDGE ESTATES

DETROIT, MICHIGAN



New Construction

Total Dev. Cost: \$54,219,000

327 Units

Financing: HOPE VI, Replacement Housing Funds, Brownfield Credits, HOME Funds, FHA, LIHTC

Years Completed: 2004-2006



RAD
Conversion
Specialists

WOODBIDGE ESTATES

4106 SUPREMES DRIVE, DETROIT, MI 48201



Slavik and Premier, through their affiliate, Scripps Park Associates, LLC, were selected by the Detroit Housing Commission to redevelop one of its public housing projects, Jeffries Homes, under HUD's HOPE VI program. It resulted in the demolition of over 2,000 units and the new construction of 327 replacement affordable family rental units, 100 affordable senior assisted living units and 60 for-sale homes. The development team utilized a coordinated effort in planning the development that included several resident meetings, neighborhood charrettes and Housing Commission involvement, in addition to the selection of a talented group of urban planners, engineers and architects. The development team successfully processed 6 separate tax credit applications for the 327 replacement rental units. Construction commenced on the first phase in 2003 and construction was completed on the last phase in 2014. Total development costs were approximately \$54,000,000 and funding sources included HOPE VI loans, Brownfield credits, HOME loans, FHA insured first mortgage loans and low income housing tax credits.



RAD
Conversion
Specialists

Ownership

Woodbridge Estates Apartments I-VI LDHA, LLC
32500 Telegraph Road, Suite 222
Bingham Farms, MI 48025
(248) 203-0011
egold@slavikenterprises.com

Management

Premier Property Management, LLC
120 N. Leroy
Fenton, MI 48430
(810) 629-9500
rbeale@4premier.net



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ron Akers
DATE: September 15, 2020
SUBJECT: 2020 CDBG Ramp Program

DESCRIPTION:
2020 CDBG Ramp Program

SUMMARY:

As part of a Consent Decree entered into by the City of Ypsilanti in 2005, the City is required to spend \$100,000 each year retrofitting existing sidewalk ramps to ADA standards until all of the sidewalk ramps in the City have been retrofitted. This is accomplished by utilizing Community Development Block Grant (CDBG) funds from Washtenaw County and METRO Act funds that we receive from the State of Michigan. The Department of Public Services administers these as two (2) separate contracts and the current proposal before Council is the CDBG contract for sidewalk ramp improvements. The proposed locations of the sidewalk ramps to be retrofitted are as follows:

Jarvis St. @ Jenness St. – Southeast Corner – 1 Ramps

Lowell St @ St. Johns St. – Northeast Corner – 2 Ramps
Lowell St @ St. Johns St. – Northwest Corner – 2 Ramps
Lowell St @ St. Johns St. – Southeast Corner – 2 Ramps
Lowell St @ St. Johns St. – Southwest Corner – 2 Ramps

N. Adams St. @ Olive St. – Northeast Corner – 2 Ramps

Ballard St. @ Florence St – Northeast Corner – 2 Ramps
Ballard St. @ Florence St – Northwest Corner – 1 Ramps
Ballard St. @ Florence St – Southeast Corner – 2 Ramps
Ballard St. @ Florence St – Southwest Corner – 1 Ramps

Ballard St. @ Olive St. – Northeast Corner – 2 Ramps
Ballard St. @ Olive St. – Northwest Corner – 1 Ramps
Ballard St. @ Olive St. – Southeast Corner – 2 Ramps
Ballard St. @ Olive St. – Southwest Corner – 1 Ramps

A sealed bid for the project was received at 10:30 am on September 2, 2020 in the City of Ypsilanti Council Chambers. The three bids ranged from \$74,982.00 to \$84,036.70 and the lowest responsive bidder was GM & Sons Construction in the amount of \$74,982.00. The City's engineering consultant has reviewed the bids and are recommending GM & Sons Construction to be awarded the bid.

The City has received \$50,000 from the Urban County CDBG program at Washtenaw County and the lowest responsive bidder exceeds the amount we receive from the County by approximately \$25,000. Due to this we are recommending that Council award the contract at the bid price and allow staff to work with the contractor to reduce the scope of work so we can fit within our allocated funds for this project. If this is acceptable staff will work with the contractor and our engineers to reduce the scope of work to fit within our allocated budget.

RECOMMENDED ACTION:

Based on the recommendation from the engineering consultant staff recommends City Council award the 2020 CDBG Ramps contract to GM & Sons Construction for the bid amount of \$74,982.00, subject to the review by the City Attorney.

ATTACHMENTS: Engineer Recommendation Letter; Bid Tabulation; Proposed Construction Contract/Documents;

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-196
September 15, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, funding has been programmed in the Washtenaw County Community Development Block Grant Program for the retrofitting of existing sidewalk ramps in the City of Ypsilanti; and,

WHEREAS, the City of Ypsilanti has solicited sealed bids for the project; and,

WHEREAS, GM & Sons Construction is the lowest qualified bidder and is being recommended by the City's engineering consultant for this project.

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti awards the 2020 CDBG Ramps contract be awarded to GM & Sons Construction for the bid amount of \$74,982.00.

THAT the Mayor and City Clerk are authorized to sign this contract, subject to review by the City Attorney and any change orders are subject to review and approval by the City Manager to facilitate the completion of this work.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 15 day of September 2020

#Resolution No. 2020-196



ARCHITECTS. ENGINEERS. PLANNERS.

September 8, 2020

City of Ypsilanti
One Huron Street
Ypsilanti MI 48197

Attention: Ron Akers, AICP
Director of Public Services
City of Ypsilanti

Regarding: Recommendation of Award
2020 CDBG Ramps

Dear Mr. Akers:

Three sealed bids for the 2020 CDBG Ramps were received and publicly read aloud at 10:30 am on Wednesday, September 2, 2020 in the City of Ypsilanti Council Chambers. The three bids ranged from \$74,982.00 to \$84,036.70. The detailed bid tabulation is attached.

GM & Sons Construction is the lowest responsive bidder on the project. All required information, including bond surety, statement of qualifications, and subcontractors listing, has been provided.

It appears GM & Sons Construction is capable of performing the work based on past experiences, referenced projects, and information provided with the statement of qualifications in the bid package. Furthermore, GM & Sons Construction has performed sidewalk work within the City of Ypsilanti in the past. Based on the submitted information, it is recommended that the City of Ypsilanti, 2020 CDBG Ramps contract be awarded to GM & Sons Construction for the bid amount of \$74,982.

Should there be any questions, please contact this office at (734) 522-6711.

Sincerely,
OHM Advisors

A black rectangular redaction box covering the signature of Rachel Jackson.

Rachel Jackson, P.E.

CC: Frances McMullan, City Manager
Kent Early, OHM Advisors

P:\0000_0100\0094200040_2020_CDBG_Ramps\PM\Correspondence\2020 CDBG Bid Award Recommendation Letter.docx\

Attachment: Bid Tab

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

T 734.522.6711
F 734.522.6427

OHM-Advisors.com

Tabulation for Bids Received on 9/2/2020
 2020 CDBG Ramps
 City of Ypsilanti, Washtenaw County, State of Michigan
 OHM Job No.: 0094-20-0040

GM & Sons Construction, Inc.
 6784 Whitmore Lake Road
 Whitmore Lake, MI 48189

Saladino Construction Co. Inc.
 3303 North Territorial Rd. W
 Ann Arbor, MI 48105

Great Lakes Contracting Solutions, LLC
 2300 Edinburgh Road
 Waterford, MI 48328

Phone: (734) 929-1259

Phone: (734) 665-5913

Phone: (313) 962-0400

Item		Estimated	Unit		Unit		Unit	
No.	Description	Quantity	Price	Amount	Price	Amount	Price	Amount
1)	Mobilization, Max 5%	1 LS	\$3,500.00	\$3,500.00	\$3,600.00	\$3,600.00	\$4,000.00	\$4,000.00
2)	Traffic Control and Maintenance	1 LS	\$2,500.00	\$2,500.00	\$2,276.00	\$2,276.00	\$10,000.00	\$10,000.00
3)	Curb and Gutter, Rem	260 Ft	\$20.00	\$5,200.00	\$12.00	\$3,120.00	\$20.00	\$5,200.00
4)	Pavt, Rem	50 Syd	\$45.00	\$2,250.00	\$20.00	\$1,000.00	\$21.00	\$1,050.00
5)	Sidewalk, Rem	210 Syd	\$30.00	\$6,300.00	\$18.00	\$3,780.00	\$18.50	\$3,885.00
6)	HMA, 13A, Repair	20 Ton	\$500.00	\$10,000.00	\$250.00	\$5,000.00	\$425.00	\$8,500.00
7)	Curb and Gutter, Conc, Det F3	228 Ft	\$35.00	\$7,980.00	\$55.00	\$12,540.00	\$37.85	\$8,629.80
8)	Sidewalk Retaining Wall, Integral, Less than 6 inch Height	30 Sft	\$50.00	\$1,500.00	\$36.00	\$1,080.00	\$25.00	\$750.00
9)	Detectable Warning Surface	135 Ft	\$49.50	\$6,682.50	\$55.00	\$7,425.00	\$50.00	\$6,750.00
10)	Sidewalk Ramp, Conc, 6 inch	685 Sft	\$10.00	\$6,850.00	\$15.00	\$10,275.00	\$15.00	\$10,275.00
11)	Sidewalk, Conc, 4 inch	1,553 Sft	\$6.50	\$10,094.50	\$13.00	\$20,189.00	\$9.80	\$15,219.40
12)	Driveway, Nonreinf Conc, 6 inch	17 Syd	\$75.00	\$1,275.00	\$135.00	\$2,295.00	\$77.50	\$1,317.50
13)	Pavt Mrkg, Polyurea, 12 inch, Crosswalk	300 Ft	\$9.00	\$2,700.00	\$4.00	\$1,200.00	\$6.10	\$1,830.00
14)	Pavt Mrkg, Polyurea, 6 inch, Crosswalk	210 Ft	\$15.00	\$3,150.00	\$2.00	\$420.00	\$3.00	\$630.00
15)	Surface Restoration	200 Syd	\$25.00	\$5,000.00	\$9.00	\$1,800.00	\$30.00	\$6,000.00
TOTAL BID AMOUNT				\$74,982.00		\$76,000.00		\$84,036.70

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**CONTRACT DOCUMENTS
FOR
2020 CDBG RAMPS**

**CITY OF YPSILANTI
YPSILANTI, MI 48197**

OHM Advisors
34000 Plymouth Road
Livonia, Michigan 48150

0094-20-0040
August 19, 2020

2020 CDBG Ramps
City of Ypsilanti
0094-20-0040
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ADVERTISEMENT FOR BID

2020 CDBG Ramps
City of Ypsilanti
August 19, 2020

Digital Bid submissions will be accepted when sent to ahellenga@cityofypsilanti.com by 10:30 am local time, on September 2, 2020. Sealed Bids for 2020 CDBG Ramps can still be received at the office of the City of Ypsilanti by the Clerk's Office located at 1 S Huron St, Ypsilanti, MI 48197, but be aware that Clerk's Office has limited public access. The description of work involved is as follows:

Construct ADA-compliant curb ramps at several locations within the City of Ypsilanti.

Bidding Documents may be obtained after August 19, 2020 at 2:00 pm on BidNet Direct website (formerly MITN). Neither Owner nor ENGINEER will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than BidNet Direct website. Bidders should direct correspondence to the ENGINEER at rachel.jackson@ohm-advisors.com.

Bid Security in the form of a Bid Bond for a sum no less than five percent (5%) of the amount of the Bid will be required with each Bid.

The OWNER reserves the right to accept any Bid, reject any Bid, or waive irregularities in Bids.

No Bid may be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receipt of the Bids.

No pre-bid meetings are scheduled for this project.

Andrew Hellenga, City Clerk
City of Ypsilanti

INSTRUCTIONS TO BIDDERS

1. BIDS

- A. Sealed Bids will be received as per Advertisement for Bids.
- B. Bid Forms shall be submitted only on forms provided by the ENGINEER and shall be of the type specified in the Bid Form.
- C. Bid Forms must be completed legibly in ink or by typewriter. In case of a discrepancy between the unit price and the extended amount, the unit price shown shall govern. Illegibility of any figure or word in the Bid Form may be sufficient cause for rejection of the Bid by the OWNER.
- D. Bid Forms shall be enclosed in sealed envelopes marked with the name of the project and Bidder and shall be delivered to the OWNER at the place specified in the Advertisement for Bids on or before the time specified in the Advertisement for Bids.
- E. Bid Forms shall be made in full conformity with all the conditions set forth in the drawings and in these specifications

2. NAME AND STATUS OF BIDDER

- A. The name and legal status of Bidder, that is, as a corporation, partnership or individual, shall be stated in the Bid Form.
- B. Anyone signing a Bid Form as an agent of another or others must submit with the Bid Form legal evidence of his authority to do so.
- C. The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state, must

be given after his signature. Phone and fax numbers are also required.

3. BID SECURITY

Each Bid must be in the form requested in the Advertisement for Bid. The CONTRACTOR shall complete and sign the Bid Guarantee form (page BG-1). If a Bid Bond is requested, it must be from a Treasury Listed surety company licensed to do business in the state of Michigan in the amount as stated in the Advertisement for Bid, payable to the OWNER as a guarantee on the part of the Bidder that he will, if called upon, enter into the attached Agreement.

4. BONDS

- A. CONTRACTOR will be required to furnish performance and payment bonds each equal to one-hundred percent (100%) of the Contract Sum. The bonds shall be the OWNER's guarantee of the faithful performance and payment of all the CONTRACTOR's obligations under the Agreement. These bonds shall remain in effect for the period as stated in each bond's provisions.
- B. Maintenance and Guarantee Bonds shall be required.

5. INSPECTION OF SITE

- A. Before submitting a Bid Form, each Bidder shall personally inspect the site of the proposed work to arrive at a clear understanding of the conditions under which the work is to be done.
- B. Each Bidder shall be held to have compared the premises with the Bid documents and to have satisfied himself as to conditions of the premises, existing construction and any other conditions

affecting the carrying out of the work before delivery of his Bid Form.

- C. No allowance or extra consideration on behalf of the CONTRACTOR will subsequently be allowed by reason of error or oversight on the part of the CONTRACTOR or on account of interference by the OWNER's or other CONTRACTOR's activities.

6. TIME OF COMPLETION

Time of completion will be as stated in the Agreement.

7. EXPLANATION TO BIDDERS BY ADDENDA

- A. Neither the OWNER nor the ENGINEER will give verbal answers to inquiries regarding the meaning or intent of the Contract Documents prior to award of the Contract. Any verbal statements regarding same by any person prior to the award shall be without legal effect.
- B. Explanations desired by Bidders shall be requested of the ENGINEER in writing and, if explanations are necessary, a reply will be made in the form of an addendum, a copy of which will be forwarded to each Bidder of Record whose work is affected.
- C. Addenda issued to Bidders prior to date of receipt of Bid Forms shall become a part of the Contract Documents, and all Bid Forms shall include the work described in the Addenda.
- D. No inquiry received within four (4) business days of the date fixed for opening of the Bids will be given consideration.
- E. Failure of the ENGINEER to send, or the Bidder to receive, any such interpretations shall not relieve the

Bidder from obligation under his Bid as submitted.

- F. Bidder of Record is defined as an individual, partnership or corporation having purchased a set of Bid Documents from the ENGINEER.

8. EXPERIENCE AND FINANCIAL STATEMENT

- A. It is the intention of the OWNER to award the Contract to a contractor fully capable, both financially and as regards to experience to perform and complete the work in a satisfactory manner. Each Bidder must complete the Statement of Qualifications, which follows the Bid Form. If required by the OWNER, each Bidder under consideration may be required to submit additional evidence of qualifications.
- B. Each Bidder under consideration must be able to demonstrate that the Bidder has successfully completed projects of a similar nature and scope within the last two years.

9. SUBCONTRACTORS

Bidder shall submit to OWNER a list of all subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of work as to which such identification is so required. If requested by the OWNER, the apparent successful Bidder and any other Bidder so requested, will, within ten (10) days after the day of Bid opening, submit a Statement of Qualifications with pertinent information as to similar projects and other evidence of qualification for each such subcontractor, person and organization if requested by the OWNER. If the OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed subcontractor, other person or organization, OWNER may request the apparent successful Bidder to submit an acceptable

substitute without an increase in Bid price. If the apparent successful Bidder declines to make any such substitutions, the Contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any subcontractor, other person or organization so listed and to whom the OWNER or ENGINEER does not make written objection prior to signing of the Agreement will be deemed acceptable to the OWNER and ENGINEER.

10. AWARD OF CONTRACT

The OWNER reserves the right to accept any Bid, to reject any or all Bids, and to waive defects or irregularities in any Bid for any reason or no reason at all. The OWNER also reserves the right to award some, none, or all of the Contract.

11. LIQUIDATED DAMAGES/INCENTIVES

- A. If the CONTRACTOR fails to complete all the work within the time stipulated, he will be assessed liquidated damages as set forth in the Agreement.
- B. If set forth in the Agreement, incentives will be paid by OWNER to CONTRACTOR at the rate specified in the Agreement, when the work is completed prior to the time specified in the Agreement.

12. TAXES

The Bidder shall include in the base Bid and shall pay all applicable federal, state and local taxes of whatever character and description.

End of Section

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

These Supplemental Instructions to Bidders (SIB) amend or supplement the Instructions to Bidders. All provisions that are not so amended or supplemented remain in full force and effect.

A. Time of Completion & Construction Schedule

Prior to the execution of the Contract, the CONTRACTOR shall submit an outline of his proposed order of work and indicate dates for completing the major items of work. Major items shall be considered to be removal of existing curb and sidewalk, pavement repairs, construction of ADA compliant sidewalk ramps, and surface restoration. This schedule, when approved by the OWNER, shall become part of the Contract.

A pre-construction meeting shall be arranged prior to the start of work. The CONTRACTOR shall bring a tentative schedule to the pre-construction meeting. At this time, all Contract requirements shall be reviewed.

It is anticipated that construction will begin on October 5, 2020. The CONTRACTOR shall complete the proposed work, including final tests thereof, in order to have the sidewalk, all pavement and curb repairs and pavement markings finished as of the substantial completion date. Final cleanup and restoration shall be finished by the project completion date, unless otherwise directed in writing by the OWNER or its ENGINEER.

Summary of anticipated dates:

Contract Award	September 15, 2020
Construction Start Date	October 5, 2020
Substantial Completion	October 31, 2020
Project Completion.....	November 14, 2020

All requests for extensions of time shall be submitted in writing in accordance with Section 15 of the General Conditions. Such requests shall:

1. Detail the reason for the request.
2. Provide a realistic revised completion date.
3. Indicate any other areas that may be impacted by such an extension.

The CONTRACTOR shall request a deadline extension as soon as it has become apparent the completion date is unreasonable. In no case will a request be considered if it is submitted after the originally required completion date has passed.

The OWNER and the CONTRACTOR may, upon mutual agreement, extend the contract to complete additional ramp replacements.

B. Project Financial Information

**MINIMUM WAGE FOR EMPLOYEES OF CONTRACTORS
PERFORMING WORK OR SERVICES FOR THE CITY OF YPSILANTI**

All CONTRACTORS, including subcontractors, performing work or services for the City shall be required to pay not less than the prevailing wages and fringe benefits to all employee "construction mechanics", as determined by the Davis-Bacon Division of the United States Dept. of Labor for the Washtenaw County area.

"Construction Mechanic" is defined as a skilled or unskilled mechanic, laborer, worker, helper, assistant or apprentice working on a City project, but shall not include executive, administrative, professional, office or custodial employees.

Record Keeping and Verification:

Every CONTRACTOR shall keep an accurate record showing the name, social security number, occupation, and actual wages and benefits paid to each construction mechanic employed by him in connection with this contract. The CONTRACTOR shall submit a copy of this record for the work period covered by each construction pay estimate period. The copy of the wages and benefits record shall be submitted by the CONTRACTOR with each request for payment.

Payment of less than prevailing wages, termination of contract, liability for excess costs: The Authority, by written notice to the CONTRACTOR and sureties of the CONTRACTOR known to the City, may terminate the CONTRACTOR'S right to proceed with that part of the contract for which less than prevailing rates of wages and benefits have been paid, and may proceed to complete the contract by separate agreement with another CONTRACTOR or otherwise and the original CONTRACTOR and his sureties shall be liable to the contracting agent for any excess costs occasioned thereby.

**MINIMUM WAGE FOR EMPLOYEES OF CONTRACTORS
PERFORMING SERVICES FOR THIS CONTRACT**

a. This section is ordained for the purpose of establishing a procedure to insure that CONTRACTORS performing services on City buildings, parks or water and sewer lines shall pay employees in accordance with the prevailing wage rates.

b. No contract, agreement, understanding or other arrangement, whether oral or written, for the construction or substantial remodeling of any building or part thereof, for or on behalf of or owned by the City, involving craftsmen, mechanics and laborers employed directly upon the site of work, shall be entered into, approved or executed, unless such contract, agreement, understanding or arrangement shall provide and require that all craftsmen, mechanics and laborers so employed shall receive at least the prevailing wages and fringe benefits of the building trades department for corresponding classes of craftsmen, mechanics and laborers, as determined and published by the Davis-Bacon Division of the United States Department of Labor for the Washtenaw County area.

c. Such contract, agreement, understanding or arrangement shall provide that all subcontracts entered into by the CONTRACTOR shall contain the provisions set forth above with respect to the contractor and all such contracts, agreements, arrangements or understandings shall provide that all contractors and subcontractors engaged in performance of service or work for the City to which this section applies shall, at the request of the City, furnish proof satisfactory to the City that the foregoing provisions of such contract or

subcontract are being complied with. It shall be the responsibility of the City, on demand, to post at an appropriate place in the City Clerk's office, prevailing wages and fringe benefits that may be in effect in accordance with the foregoing, and the City is directed to see that the requirements of this section are contained in and complied with in all contracts, agreements, understandings or arrangements for work or services to be performed for the City.

LIVING WAGE

- A. (1) Living wages be paid according to the Ypsilanti Living Wage Ordinance No. 892 (The Ordinance), and
 - (2) Suitable notices be posted in the work place; and
 - (3) Evidence of compliance including payroll records be provided to the Ypsilanti Personnel Department within 10 days of written request from the Ypsilanti Personnel Department.
 - B. In the event of violation of the provision of The Ordinance or this Contract this Contract may be modified or terminated to comply with the provisions of The Ordinance, including withholding of moneys in amount equal to Living Wages not paid in accordance with The Ordinance and the City may also take action to recover the amount of the Contract provided to any person found to have violated The Ordinance.
 - C. Any employee shall have a separate cause of action to enforce the provisions of this Contract and The Ordinance and any rights conferred under The Ordinance, in law and or equity, and any court of competent jurisdiction upon proper proof and the prevailing of the employee in such action, shall award actual damages, wage restitution, interest and actual attorney fees.
 - D. The City shall have the right to enforce this Contract and The Ordinance in law or equity by court process including specific performance.
 - E. The CONTRACTOR has knowledge of and agrees to comply with the provisions of the Ypsilanti City Ordinance 892, Living Wage. The documents are included in the Appendix. They must be completed and returned for the bid to be considered complete.
 - C. Equal Opportunity
- The CONTRACTOR has knowledge of and agrees to comply with the provisions of the Ypsilanti City Ordinance 538, Affirmative Action. The documents are included in the Appendix. They must be completed and returned with each bid.

D. Permits

The following permits will be required for project construction. The CONTRACTOR is required to comply with all terms and conditions of the permit as incidental to the unit prices bid and no extra compensation will be allowed.

a. Permitting Agency: Ypsilanti City Right of Way Permit

Contact at Agency: Ron Akers

Phone number: 734-483-1421

Permit Fee: Waived

Bond Amount (if applicable): None

Date of Application: _____

Person Responsible for Acquiring the Permit: Contractor

Date Permit issued if already in hand: _____

Application has been made by the Engineer for the permits identified above. Unless otherwise indicated, the CONTRACTOR must secure the permits prior to the start of construction and shall be responsible for all associated fees, deposits, bonds, proof of insurance, etc. The Contractor shall also be responsible for arranging for inspection by the governing agencies.

Work cannot proceed until all permits are obtained.

E. Pre-bid Meeting

No pre-bid meeting is scheduled for this project.

F. Contractor Qualifications

Pages SQ-1-3 must be filled out by the bidder. If all of these pages are not complete the bid will be treated as incomplete and will not be considered.

INSURANCE SPECIFICATIONS

1. LIABILITY OF CONTRACTOR

The Contractor shall take all responsibility for the work and shall provide barricades, watchmen and lights, and take all precautions for preventing injuries to persons and property on or about the work; shall bear all losses resulting to him on account of the amount or character of the work or because the nature of the ground in which the work is done is different from what was estimated or expected, or on account of weather, floods, elements or other cause; and shall assume defense of, indemnify and save harmless the party of the first part and its individual officers and agents from all claims relating to labor, equipment and materials furnished for the work, inventions, patents and patent rights used in doing the work, also to injuries to any person or property received or sustained by or from the CONTRACTOR, his agents or employees.

The mention of any specific duty or liability of the CONTRACTOR in any part of the specifications shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the CONTRACTOR by the specifications.

INDEMNIFICATION - HOLD HARMLESS AGREEMENT

The CONTRACTOR agrees to indemnify, defend, and save harmless the OWNER and ENGINEER, their consultants, agents, and employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the OWNER and ENGINEER, their consultants, agents, and employees for damages to property and for damages because of bodily injury, including death at any time resulting therefrom, arising out of or in consequence of the performance of this work, whether such injuries to persons or damage to property is due, or claimed to be due, to the negligence of the CONTRACTOR, his subcontractors, the OWNER, the ENGINEER, and their consultants, agents, and employees, except only such injury or damage as shall have been occasioned by the sole negligence of the

OWNER, the ENGINEER, and their agents and/or consultants.

COMPOSITION OF THE CONTRACTOR

If the CONTRACTOR hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

2. INSURANCE

2.1. Insurance Required of the CONTRACTOR:

Prior to commencement of work, the CONTRACTOR shall purchase and maintain during the term of the project such insurance as will protect him, the OWNER(s), and Orchard, Hiltz & McCliment, Inc., Consulting Engineers, from claims arising out of the work described in this Contract and performed by the CONTRACTOR, subcontractor(s) or sub-subcontractor(s) consisting of:

2.1.1. Workers' Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation Statutes of the states in which work is conducted under this Contract; disability benefit laws, if any; or Federal compensation acts such as U.S. Longshoremen or Harbor Workers', Maritime Employment, or Railroad Compensation Act(s), if applicable. Self-insurance plans approved by the regulatory authorities in the state in which work on this project is performed are acceptable.

2.1.2. A Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property including loss of use thereof, including the following exposures:

- A. All premises and operations.
- B. Explosion, collapse and underground damage.

- C. Contractor's Protective coverage for independent contractors or subcontractors employed by him.
 - D. Contractual Liability for the obligation assumed in the Indemnification or Hold Harmless agreement found under Part I of this Section.
 - E. The usual Personal Injury Liability endorsement with no exclusions pertaining to employment.
 - F. Products and Completed Operations coverage. This coverage shall extend through the contract guarantee period.
- 2.1.3. A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles. In light of the standard policy provisions concerning (a) loading and unloading, and b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that Comprehensive General Liability and Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.
- 2.1.4. CONTRACTOR will purchase for the OWNER an Owner's Protective Liability policy to protect the OWNER; the ENGINEER (Orchard, Hiltz & McClimment, Inc.); their consultants, agents, employees and such public corporations in whose jurisdiction the work is located for their contingent liability for work performed by the CONTRACTOR, the subcontractor(s) or the sub-subcontractor(s) under this Contract.
- 2.1.5. CONTRACTOR shall purchase a Builder's Risk-Installation Floater in a form acceptable to the OWNER covering property of the project for the full cost of replacement as of the time of any loss which shall include, as named insureds, (a) the CONTRACTOR, (b)

all subcontractors, (c) all sub-subcontractors, (d) the OWNER, and Orchard, Hiltz & McClimment, Inc., Consulting Engineers, as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this Contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured(s). Coverage shall be effected on an "All Risk" form, including but not limited to the perils of fire, wind, collapse, vandalism, theft and earthquake, with exclusions normal to the cover. The CONTRACTOR may arrange for such deductibles as he deems to be within his ability to self-assume, but he will be held solely responsible for the amount of such deductible and for any co-insurance penalties. Any insured loss shall be adjusted with the OWNER and CONTRACTOR and paid to the OWNER and CONTRACTOR as Trustee for the other insureds.

2.1.6. Umbrella or Excess Liability

The OWNER or its representative may, for certain projects, require limits higher than those stated in paragraph. 2.2 that follows. CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the CONTRACTOR's general liability and to his automobile liability insurance.

2.1.7. Railroad Protective Liability

Where such an exposure exists, the CONTRACTOR will provide coverage in the use of each railroad company having jurisdiction over rights-of-way across which work under the Contract is to be performed. The form of policy and limits

of liability shall be determined by the railroad company(ies) involved.

2.2. Limits of Liability

The required limits of liability for insurance coverages requested in Section 2.1 shall be not less than the following:

2.2.1. Worker's Compensation

Coverage A	
Compensation	Statutory
Coverage B	
Employer's Liability	\$100,000

2.2.2. Comprehensive General Liability

Bodily Injury -	
Each Occurrence	\$500,000
Bodily Injury -	
Aggregate (Completed Operations)	\$500,000
Property Damage -	
Each Occurrence	\$100,000
Property Damage -	
Aggregate	\$500,000
or combined single limit	\$1,000,000

2.2.3. Comprehensive Automobile Liability

Bodily Injury	\$500,000
Property Damage	\$200,000
or combined single limit	\$1,000,000

2.2.4. Owner's Protective

Bodily Injury-	
Each Occurrence	\$1,000,000
Property Damage-	
Each Occurrence	\$250,000
Property Damage-	
Aggregate	\$500,000
or combined single limit	\$1,500,000

2.2.5. Builder's Risk-Installation Floater

Cost to replace at time of loss

2.2.6. Umbrella or Excess Liability

\$2,000,000

2.3. Insurance - Other Requirements

2.3.1. Notice of Cancellation or Intent Not to Renew

Policies will be endorsed to provide that at least thirty (30) days written notice shall be given to the OWNER and the ENGINEER of cancellation or of intent not to renew.

2.3.2. Evidence of Coverage

Prior to the commencement of work, the CONTRACTOR shall furnish to the OWNER, Certificates of Insurance in force on the Owner's Form of Certificate provided. Other forms of certificate are acceptable only if (1) they include all items prescribed in the Owner's Form of Certificate, including agreement to cancellation provisions outlined in Paragraph 2.3.1 above, and (2) they have the written approval of the OWNER and ENGINEER. The OWNER reserves the right to request complete copies of the policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies," and so designated.

A. Insurance Required for the
CONTRACTOR

- i. Workers' Compensation and Employers' Liability Comprehensive General Liability, including:
 - a. All premises and operations.
 - b. Explosion, collapse, and underground damage.
 - c. Contractors' Protective.
 - d. Contractual Liability for obligations assumed in the Indemnification-Hold Harmless agreement of this contract.
 - e. Personal Injury Liability.
 - f. Products and Completed Operations.
- ii. Comprehensive Automobile Liability, including owned, non-owned, and hired vehicles.
- iii. Umbrella or Excess Liability.

B. Insurance Required for the OWNER

Owners' Protective Liability which names as insured(s) the OWNER; the ENGINEER, Orchard, Hiltz & McCliment, Inc.; their consultants, agents, employees and such public corporations in whose jurisdiction the work is located.

C. Insurance Required for the
CONTRACTOR and the OWNER

Builders Risk-Installation Floater which names as insured(s) the OWNER; the ENGINEER, Orchard, Hiltz & McCliment, Inc.; their consultants, agents and employees; the CONTRACTOR and all subcontractors.

2.3.3. Qualification of Insurers

In order to determine the financial strength and reputation of insurance carriers, all companies providing coverages required shall be licensed or approved by the Office of Financial and Insurance Services of the State of Michigan. The company shall also have a financial rating not lower than X and a policyholder's service rating no lower than A as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than A:X will be acceptable only upon the written consent of the OWNER

End of Section

BID FORM

2020 CDBG Ramps
City of Ypsilanti

THIS BID IS SUBMITTED TO:

City of Ypsilanti
1 South Huron Street
Ypsilanti, MI 48197

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Bidder accepts all of the terms and conditions of the Advertisement to Bid, Instructions to Bidders and Supplemental Instructions to Bidders.

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date	Signature
--------------	---------------	-----------

_____	_____	_____
_____	_____	_____
_____	_____	_____

- B. Bidder has visited the site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) that have been identified in the Supplemental Instructions to Bidders, and (2) reports and drawings of a hazardous environmental condition, if any, that has been identified in the Supplemental Instructions to Bidders.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site that may affect cost, progress, or performance of the Work or that relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed

BF - 2

0094-20-0040

by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, exploration, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**BID FORM for
2020 CDBG Ramps
City of Ypsilanti, Washtenaw County, State of Michigan
OHM Advisors Job Number 0094-20-0040**

Item	Description	Estimated Quantity		Unit Price	Amount
1	Mobilization, Max 5%	1	LS	\$	\$
2	Traffic Control and Maintenance	1	LS	\$	\$
3	Curb and Gutter, Rem	260	Ft	\$	\$
4	Pavt, Rem	50	Syd	\$	\$
5	Sidewalk, Rem	210	Syd	\$	\$
6	HMA, 13A, Repair	20	Ton	\$	\$
7	Curb and Gutter, Conc, Det F3	228	Ft	\$	\$
8	Sidewalk Retaining Wall, Integral, Less than 6 inch Height	30	Sft	\$	\$
9	Detectable Warning Surface	135	Ft	\$	\$
10	Sidewalk Ramp, Conc, 6 inch	685	Sft	\$	\$
11	Sidewalk, Conc, 4 inch	1,553	Sft	\$	\$
12	Driveway, Nonreinf Conc, 6 inch	17	Syd	\$	\$
13	Pavt Mrkg, Polyurea, 12 inch, Crosswalk	300	Ft	\$	\$
14	Pavt Mrkg, Polyurea, 6 inch, Crosswalk	210	Ft	\$	\$
15	Surface Restoration	200	Syd	\$	\$

Total Bid Amount (ITEM 1-15 incl.):

\$ _____

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Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price bid items will be based on actual quantities constructed in accordance with the Contract Documents.

Bidder agrees that the Work will be Substantially Complete on or before October 31, 2020, and completed and ready for final payment in accordance with the General Conditions on or before November 14, 2020.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

The following documents are attached to and made a condition of this Bid:

- Bid Guarantee (circle one): Bid Bond
- Statement of Qualifications
- Subcontractor Listing
- Legal Status of Bidder

SUBMITTED on _____, 20 _____

State Contractor License No. _____. (If applicable)

If Bidder is:

An Individual

Name (typed or
printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business
as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Attest: _____ (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is: _____

A Joint Venture

Joint Venture Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title:

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venture Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title:

Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications.

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

BID GUARANTEE

The undersigned attaches bid security in the form of a BID BOND / CERTIFIED CHECK / CASHIER'S CHECK (Circle one) in the amount of _____

Dollars (\$_____).

The undersigned agrees, if awarded the Contract, to deliver the executed Agreement and bonds and furnish evidence of insurance within fourteen (14) business days after the date of the Notice of Award. And to complete the proposed work within the time specified in the Bid Form.

If the Bid is accepted by the OWNER, and the undersigned shall fail to enter into the Agreement as aforesaid and to furnish the required surety bonds within fourteen (14) business days after Notice of Award, the Bid Bond in the amount of \$_____ accompanying this Bid shall be considered due and payable to the OWNER.

If the undersigned enters into the Agreement in accordance with this Bid or if his Bid is rejected, then the accompanying Bid Guarantee shall be voided.

In submitting this Bid, it is understood that the right is reserved by the OWNER to reject any or all bids, to waive irregularities and/or formalities and, in general, to make award in any manner deemed by it, in its sole discretion, to be in the best interest of the OWNER.

SIGNED AND SEALED THIS _____ DAY OF _____, 20 _____

Authorized Signature of Bidder:

(TITLE) _____

(SEAL)

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

City of Ypsilanti

1 South Huron Street

Ypsilanti, MI 48197

BID

BID DUE DATE: September 2, 2020

PROJECT:

Construct ADA-compliant curb ramps at several locations within the City of Ypsilanti.

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title

(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Document.
3. This obligation shall be null and void if:
 - 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by OWNER, or
 - 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time of issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

End of Section

STATEMENT OF QUALIFICATIONS

Bidder must answer all questions. If more space is needed to complete a question, attach a separate sheet. Bidder may submit any additional information.

Name: _____

Address: _____ Phone: _____

Number of years operating under your present name: _____

Bonding Capacity: _____

Bonding Company: _____ Phone: _____

Prequalified by MDOT to bid on projects of this magnitude and type of work

(circle one) YES NO Prequalification Number: _____

General nature of work performed by your company: _____

Background and experience of the principal members of your organization including officers:

Major equipment available for this contract: _____

CURRENT PROJECTS:

	Project	Project	Project
Name:			
Owner:			
Contact Person:			
Phone:			
Contract Amount:			
Completion Date:			
% Complete:			

COMPLETED PROJECTS:

	Project	Project	Project
Name:			
Owner:			
Contact Person:			
Phone:			
Contract Amount:			
Date Completed:			

Additional information that may be pertinent to demonstrate your ability to complete this project.

Has your company defaulted on a contract? _____

If yes, where and
why? _____

I hereby certify that the above answers are correct and true.

By: _____
Name

Signature

Title

Number of additional sheets attached: _____

IRAN LINKED BUSINESS CERTIFICATION

Pursuant to Michigan Public Act 517 of 2012, any Bidder that submits a bid on a request for proposal with the City of Ypsilanti shall certify that Bidder is not an Iran linked business. An Iran linked business is not eligible to submit a bid on a request for proposal with the City. See attached definitions regarding this certification.

The undersigned Bidder does hereby certify, pursuant to Michigan Public Act 517 of 2012, that:

Bidder is not a person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, or

Bidder is not a financial institution that extends credit to another person if that person will use the credit to engage in investment activities in the energy sector of Iran.

Date: _____

By: _____

Its: _____

Subscribed and sworn to before me, a Notary Public on this ____ day of _____, _____.

Notary Public _____

_____ County, Michigan

My Commission Expires: _____

DEFINITIONS

- (A) “Energy sector of Iran” means activities to develop petroleum or natural gas resources or nuclear power in Iran.
- (B) “Investment” means 1 or more of the following:
 - i. A commitment or contribution of funds or property.
 - ii. A loan or other extension of credit.
 - iii. The entry into or renewal of a contract for goods or services.
- (C) “Investment activity” means 1 or more of the following:
 - i. A person who has an investment of \$20,000,000.00 or more in the energy sector of Iran.
 - ii. A financial institution that exceeds \$20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit for investment in the energy sector of Iran.
- (D) “Iran” means any agency or instrumentality of Iran.
- (E) “Iran linked business” means either of the following:
 - i. A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
 - ii. A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.
- (F) “Person” means any of the following:
 - i. An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.
 - ii. Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c) (3) of the international financial institutional act, 22 USC 262r(c) (3).
 - iii. Any successor, subunit, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph (i) or (ii).
- (G) “Public entity” means this state or an agency or authority of this state, school district, community college district, intermediate school district, city, village, township, county, public authority, or public airport authority.

SUBCONTRACTOR LISTING

Bidder submits to use the following subcontractors for performance of the work in accordance with Article 9 of the Instructions to Bidders.

Note to Bidder: List all work you propose to sublet on this Contract. Include each subcontractors name, address, phone, fax and e-mail address. Also include a description of work to be performed by subcontractor. For example: restoration, landscaping, lighting, signage, bore and jack, etc. List approximate dollar value of the subcontract.

NAME, ADDRESS & PHONE NO. OF SUBCONTRACTOR	DESCRIPTION OF WORK	APPROXIMATE DOLLAR VALUE OF SUBCONTRACT
---	------------------------	---

_____	_____	\$ _____
-------	-------	----------

Phone: _____

FAX: _____

E-mail _____

_____	_____	\$ _____
-------	-------	----------

Phone: _____

FAX: _____

E-mail _____

_____ \$ _____

Phone: _____

FAX: _____

E-mail _____

_____ \$ _____

Phone: _____

FAX: _____

E-mail _____

_____ \$ _____

Phone: _____

FAX: _____

E-mail _____

AGREEMENT

This AGREEMENT is by and between City of Ypsilanti (hereinafter called OWNER) and

(hereinafter called CONTRACTOR).

ARTICLE 1 WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construct ADA-compliant curb ramps at several locations within the City of Ypsilanti.

ARTICLE 2 THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

2020 CDBG Ramps

ARTICLE 3 ENGINEER

3.01 The Project has been designed by Orchard Hiltz & McCliment, Inc. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 CONTRACT TIMES

4.01 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed on or before October 31, 2019, and completed and ready for final payment on or before November 14, 2019.

Days to Achieve Substantial Completion and Final Payment

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 15 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$500.00/day for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$500.00/day for each day that

expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work multiplied by the measured quantity of that item as indicated in the Bid Form (Bid Form to be inserted here at the time the Agreement is to be signed.):

As provided in Article 13 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in Article 23 of the General Conditions.

ARTICLE 6 PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

CONTRACTOR shall be paid in accordance with Article 14 of the General Conditions.

ARTICLE 7 CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Work.

CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplemental Instructions to Bidders and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in the Supplemental Instructions to Bidders.

CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

CONTRACTOR does not consider that any further examinations, investigations, exploration, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 CONTRACT DOCUMENTS

8.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance and Guarantee Bond;
5. General Conditions;
6. General Specifications;
7. Technical Specifications as listed in the table of contents of the Project Manual;
8. Appendices A-F, inclusive (excluding geotechnical reports);
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Orders;
 - c. Change Order(s).

The documents listed in paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8.

ARTICLE 9 MISCELLANEOUS

9.01 Terms

Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.02 Assignment of Agreement

No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____ , _____
(which is the Effective Date of the Agreement)

OWNER:

CONTRACTOR:

City of Ypsilanti

By: _____
(CORPORATE SEAL)

By: _____
(CORPORATE SEAL)

Attest _____

Attest _____

Address for giving notices: _____

Address for giving notices: _____

1 South Huron Street

Ypsilanti, MI 48197

License No. _____

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER – CONTRACTOR Agreement)

(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

FAX: _____

FAX: _____

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal
Place of Business): _____

OWNER:

City of Ypsilanti
1 South Huron Street
Ypsilanti, MI 48197

CONTRACT

Date:

Amount:

Description: 2020 CDBG Ramps
City of Ypsilanti

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal) Company: _____ (Corp. Seal)

Signature: _____ Signature: _____

Name & Title: _____ Name & Title: _____
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required).

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal) Company: _____ (Corp. Seal)

Signature: _____ Signature: _____

Name & Title: _____ Name & Title: _____
(Attach Power of Attorney)

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
 - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
 - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
 - 3.3.1. The Surety in accordance with the terms of the Contract;
 - 3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
 - 4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefore to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefore.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on the Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in

the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on the bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was being performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a

statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price:

The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR or any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: the agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the contract or to perform and complete or comply with the other terms thereof.

End of Section

PAYMENT BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business): _____

OWNER:

City of Ypsilanti
1 South Huron Street
Ypsilanti, MI 48197

CONTRACT

Date:

Amount:

Description: 2020 CDBG Ramps
City of Ypsilanti

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal) Company: _____ (Corp. Seal)

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required).

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal) Company: _____ (Corp. Seal)

Signature: _____ Signature: _____

Name & Title: _____ Name & Title: _____
(Attach Power of Attorney)

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1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
 - 4.2.1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2.2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
 - 4.2.3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR

furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addressee shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in

the location where the Contract was to be performed, any provision in the Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of the Bond or shall permit a copy to be made.

15. DEFINITIONS

- 15.1. Claimant: an individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, material or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- 15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

End of Section

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MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Ypsilanti, 1 South Huron Street, Ypsilanti, MI 48197, as Owner, in the sum of _____ DOLLARS and no CENTS (\$

_____) good and lawful money of the United States of America, to be paid to said City of Ypsilanti, its legal representatives and assigns for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____ A.D. 20 _____ .

WHEREAS, the above named Principal has entered into a certain written Contract with City of Ypsilanti dated this _____ day of _____ A.D. 20 _____ , wherein the said Principal covenanted and agreed to follows, to-wit: TO CONSTRUCT THE WORK IN ACCORDANCE WITH THE SPECIFICATIONS, CONTRACT DOCUMENTS AND DRAWINGS TITLED: 2019 CDBG Ramps, OHM JOB NO. 0094-19-0031.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that by and under said Contract, the above named Principal has agreed with the City of Ypsilanti that for a period of TWO year(s) from date of payment of Final Estimate, to keep in good order and repair any defect in all work done under said Contract either by the Principal or his Subcontractors, or his material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other work affected in making good such imperfections, shall also be made good all without expense to the OWNER, excepting only such parts or part of said work as may have been disturbed without consent or approval of the Principal after final acceptance of the work, and that whenever directed to do so by the OWNER by notice served in writing, either personally or by mail, on the Principal at _____ legal representatives, or successors, or on the Surety at _____ WILL PROCEED at once to make such repairs as directed by said OWNER; and in case of failure so to do within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the said OWNER shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs and charge the expense thereof to, and receive same from, said Principal or Surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the said OWNER may take immediate steps to repair or barricade such defects without notice to the CONTRACTOR. In such accounting the said OWNER shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actually paid therefore shall be charged to the Principal or Surety. In this connection the judgment of the OWNER is final and conclusive. If the said Principal for a period of TWO year(s) from the date of payment of Final Estimate, shall keep said work so constructed under said Contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said Principal after final acceptance of same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said OWNER for any expense incurred by making such repairs, should the Principal or Surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the said Owner and Orchard, Hiltz & McCliment, Inc. from all suits and actions for damages of every name and description brought or claimed against it for, or on account of, any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of said Principal, servants, agents or employees, in the prosecution of the work included in

said Contract, and from any and all claims arising under the Workman’s Compensation Act, so-called, of the State of Michigan, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____ A.D., 20 _____.

Signed, Sealed and Delivered
In the Presence of:

Signature

Signature

Name

Name

Principal

Signature

Signature

Name

Name

Surety

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)
)SS.
COUNTY OF _____)

The undersigned, _____, CONTRACTOR, hereby represents that on _____, 20____ he (it) was awarded a Contract by City of Ypsilanti hereinafter called the OWNER, to construct 2019 CDBG Ramps in accordance with the terms and conditions of Contract No. _____; and the undersigned further represents that the subject work has now been accomplished and the said Contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of said Contract has been fully or satisfactorily secured, and that all claims from subcontractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from performance of said Contract, have been fully paid or satisfactorily secured. The undersigned further agrees that if any such claim should hereafter arise, he (it) shall assume responsibility for same immediately upon request to do so by the OWNER.

The undersigned, for a valuable consideration, receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the OWNER.

This affidavit is freely and voluntarily given with full knowledge of the facts on this _____ day of _____, 20_____.

Contractor

By: _____

Title _____

Subscribed and sworn to before me, a Notary
Public in and for _____
County, Michigan, on this _____ day of
_____, 20_____.

Notary Public: _____

My Commission expires: _____

CONTRACTOR'S DECLARATION

I HEREBY DECLARE THAT I HAVE NOT, during the period

_____ to
_____ A.D., 20 _____ performed any work, furnished any material,
sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or
otherwise done anything for which I shall ask, demand, sue for or claim compensation from City of
Ypsilanti or his agents, in addition to the regular items set forth in the Contract numbered _____
and dated _____ A.D., 20 _____ for the Agreement executed between myself and
the OWNER, and in the Change Orders for work issued by the OWNER in writing as provided
thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set
forth on the itemized statement attached hereto.

There (is) (is not) an itemized statement attached.

Date: _____

By: _____

Title: _____

GENERAL CONDITIONS

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General

1. DEFINITIONS

The following terms as used in the Contract Documents are respectively defined as follows:

“Agreement”: The written document between the OWNER and the CONTRACTOR concerning the work to be performed.

“Change Order” - A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

“Contract” – The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

“CONTRACTOR”: The person, firm or corporation to whom the Contract is awarded by the OWNER and who is subject to the terms thereof and party of the second part of the Agreement.

“ENGINEER”: Orchard, Hiltz & McCliment, Inc., Livonia, Michigan

“Construction Observer”: The authorized representative of ENGINEER who is assigned to the site or any part thereof.

“OWNER”: The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement: and for whom the work is to be provided; and the party of the first part of the Contract.

“Project Manual” – The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

“Specifications” - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

“Subcontractor”: A person, firm or corporation having a direct contract with CONTRACTOR or with any other subcontractor for the performance of a part of the Work at the site.

“Supplier”: A manufacturer, fabricator, supplier, distributor, material man or vendor.

“Supplemental Conditions”: The part of the Contract Documents that amends or supplements the General Conditions and/or the Insurance Specifications and the Bond Requirements.

“Work” - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

“Written Notice”: Shall be deemed to have been “duly served” when such notice shall have been given or mailed to the CONTRACTOR or his superintendent at the site of the Work or when such notice shall have been given or mailed to the OWNER.

2. CONTRACT DOCUMENTS

The original and three counterparts of the Contract shall be signed by the OWNER and the CONTRACTOR.

The Work under this Contract shall consist of the items listed in the Bid Form, including all incidentals necessary to fully complete the project in accordance with the Contract Documents. The Contract Documents shall consist of the Advertisement, Instructions to Bidders, Supplemental Instructions to Bidders, Supplemental Specifications, Bid Form, Project Plans and Drawings, Standard Plans and Details, Technical Specifications,

General Conditions, General Specifications, Method of Payment, Insurance, Bonds and Agreement.

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR. The Contract Documents are complimentary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include in the Contract Price the cost of all labor and material, water, fuel, tools, plant, equipment, light, transportation and all other expenses that may be necessary for the proper execution and completion of the Work.

3. BONDS

The CONTRACTOR shall furnish a surety bond (form included) in an amount at least equal to 100 percent of the Contract Price as security for faithful performance of this Contract. CONTRACTOR shall also furnish a separate surety bond (form included) in an amount at least equal to 100 percent of the Contract Price as security for the payment of all persons performing labor on the project under this Contract, and furnishing materials in connection with this Contract. The Surety on each such bond shall be a duly authorized surety company satisfactory to the OWNER.

The CONTRACTOR shall furnish a Maintenance and Guarantee Bond (form included) covering all Work under this Contract. The guarantee is to cover fifty percent (50%) of the contract amount for a period of two (2) years subsequent to the date of final payment unless otherwise specified.

Should any Surety upon any bond furnished in connection with this Contract become unacceptable to the OWNER, or if any such Surety shall fail to furnish reports as to his financial condition from time to time as requested by the ENGINEER, the CONTRACTOR must promptly furnish such additional security as may be required from time to time by the ENGINEER to protect the interests of the OWNER or persons supplying labor or materials in the

prosecution of the Work contemplated by the Contract.

4. CONTRACT DRAWINGS & SPECIFICATIONS

The original drawings prepared by the ENGINEER and included in the Contract Documents may be supplemented by other drawings furnished by the CONTRACTOR and approved by the ENGINEER or supplied to the CONTRACTOR by the ENGINEER during progress of the Work as he may deem to be necessary or expedient. All such supplementary Contract Drawings or instructions are intended to be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. Therefore, no extra charge will be allowed on a claim that particular supplemental contract drawings or instructions differed from the Contract Documents, incurring extra work, unless CONTRACTOR has first brought the matter, in writing, to the ENGINEER's attention for proper adjustment before starting on the work covered by such, and has received from the ENGINEER an order, in writing, to so proceed.

These original and supplemental drawings constitute the drawings according to which the Work is to be done. The CONTRACTOR shall keep at the site of the Work an approved or confirmed copy of all drawings and specifications, and shall at all times give the ENGINEER and OWNER access thereto.

5. COORDINATION OF CONTRACT DOCUMENTS

In case of discrepancy, figured dimensions shall govern over scaled dimensions and the parts of the Contract will prevail over all other parts of the following order:

Supplemental Specifications

Supplemental Instructions to Bidders

Instructions to Bidders

Bid Form

Project Plans and Drawings

Standard Plans & Details

Method of Payment

Technical Specifications

General Conditions

General Specifications

Insurance Specifications and Bond Forms

The CONTRACTOR shall not take advantage of any apparent error or omission in the Contract Documents, and if any inconsistency, omission, or conflict is discovered in the Contract Documents, or if in any place the meaning of the Contract Documents is obscure, uncertain, or in dispute, the ENGINEER will decide as to the true intent.

Information regarding site of the Work given in drawings and specifications has been obtained by the ENGINEER and is believed to be reasonably correct, but the OWNER does not warrant either the completeness or accuracy of such information, and it is the CONTRACTOR's responsibility to verify all such information.

6. PRECONSTRUCTION MEETING

A preconstruction meeting will be held prior to the beginning of any work. The ENGINEER will schedule the meeting as soon as possible after acceptable executed Contract Documents are received from the CONTRACTOR.

Notice of the meeting will be made to the OWNER, the CONTRACTOR, and to the following applicable entities, contingent upon their interest in the project:

Utility Companies

County Road Commission

Michigan Department of Transportation (MDOT)

Michigan Department of Labor-Safety Division

Railroad Companies

Other State, Local and County Agencies

The purpose of the preconstruction meeting is to discuss particular procedures and potential problem areas. The CONTRACTOR is given updates on the conditions of the proposed construction and what is expected as to proper notification in the event of damage to existing utilities.

The CONTRACTOR shall submit in writing at the preconstruction meeting the following information:

Schedule of construction

Sources of materials

Final list of subcontractors

The designated safety officer on the job

Superintendent for the project

Foreman in charge on the job site

Emergency and after hours phone numbers for CONTRACTOR, including Safety Officer, Superintendent and Foreman.

Approval by ENGINEER and OWNER of any construction schedule indicating completion of the work in less time than allotted by the Contract shall not be construed as an acknowledgment, either express or implied, that the work can be completed within the time shown on this schedule, and shall not under any circumstances give rise to a cause of action for damages by the CONTRACTOR.

7. REUSE OF DOCUMENTS

Neither CONTRACTOR nor any subcontractor or supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the drawings, specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

8. AVAILABILITY OF LANDS

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Permission to use private property shall be obtained prior to any such use by the CONTRACTOR. Written evidence of such permission shall be given to the ENGINEER prior to any such use.

9. PHYSICAL CONDITIONS

Reference is made to the Supplemental Instructions to Bidders for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by the ENGINEER in preparation of the drawings and specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

10. GENERAL REQUIREMENTS OF MATERIALS & WORKMANSHIP

In the specifications where a particular material or piece of equipment is specified by reference to some particular make or type, or equal, it is not the intent to limit competition but to set up by such reference a standard of quality most easily understood and defined. If materials or equipment of other make or type other than that specified by name are offered by CONTRACTOR they will be given full consideration by the ENGINEER, and the ENGINEER's decision will be final as to whether the materials or equipment offered are equal to those specified.

Unless otherwise stipulated in the specifications, all equipment, materials and articles incorporated in the Work covered by this Contract are to be new and of the best grade of their respective kinds for the

purpose. The CONTRACTOR shall, if required, furnish such evidence as to kind and quality of materials as the ENGINEER may require.

The CONTRACTOR shall furnish suitable tools and building appliances and employ competent labor to perform the work to be done, and any labor, tools or appliances that shall not, in the judgment of the ENGINEER, be suitable or competent to produce this result may be ordered from the Work by him, and such labor, tools or appliances shall be substituted therefore by the CONTRACTOR as will meet with the approval of the ENGINEER.

If not otherwise provided, material or work called for in this Contract shall be furnished and performed in accordance with well-known established practice and standards recognized by architects, engineers and the trade.

11. SHOP DRAWINGS & SPECIAL DRAWINGS

Where called for in the specifications, CONTRACTOR shall submit to the ENGINEER for approval in not less than five copies, details, specifications, cuts and drawings of such equipment and structural work as may be required. CONTRACTOR shall make any changes or alterations required by the ENGINEER and resubmit same without delay. Approval of the ENGINEER shall not relieve the CONTRACTOR of responsibility for errors in the drawings, as the ENGINEER's checking is intended to cover compliance with the drawings and specifications and not to enter into every detail of the shop work. No work shall be undertaken until the ENGINEER has approved the shop drawings.

When the work of the CONTRACTOR is of a nature originating with it, full general and detail drawings shall be furnished to the ENGINEER on 24" x 36" size sheets of polyester film base which shall, upon approval, become the property of the OWNER.

It is understood that approval by the ENGINEER of CONTRACTOR's drawings, whether general or detailed, is a general approval relating only to their sufficiency and compliance with waiver of errors, discrepancies or omissions.

12. CHANGES IN QUANTITIES OR PLANS

The OWNER reserves the right to make, by written order, at any time during the Work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the Surety, and by signing a work order or authorization, the CONTRACTOR agrees to perform the Work as altered and agrees to accept, as payment in full for such Work, the monetary amounts set forth in such written order as balanced by OWNER. In addition, by signing a written order, the CONTRACTOR releases the OWNER from any and all claims for compensation with regard to the items of work specified in the written order; including, but not limited to, any and all claims for delay and overhead, unless the OWNER is notified in writing at the time of signing the authorization that the CONTRACTOR refuses to release the OWNER from such claims. All increases in quantities of work which appear in the Contract as pay items shall be paid for at the Contract Unit Prices. Decreases in quantities included in the Contract shall be deducted from the Contract at the Contract Unit Prices.

13. ESTIMATED QUANTITIES

The quantities of various classes of work to be done and materials to be furnished under this Contract, which have been estimated as stated elsewhere herein, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for work under this Contract; and neither the OWNER nor the ENGINEER is to be held responsible should any of the said estimated quantities be found incorrect during the construction of the work; and the

CONTRACTOR shall make no claim for anticipated profit, nor for loss of profit, because of a difference between the quantities of the various classes of work actually done or materials actually delivered, and the estimated quantities as herein stated.

14. PAYMENTS

Payments for work completed, as recommended by the ENGINEER, will be made as specified herein.

Partial Payments

CONTRACTOR shall submit to OWNER an application for each payment and shall submit a Contractor's Declaration declaring that he has not performed any work, furnished any material, sustained any loss, damage or delay for any reasons, including soil conditions encountered or created, or otherwise done anything for which he will ask, demand, sue for, or claim compensation from the OWNER other than as indicated on the Contractor's Declaration and shall, if required, submit receipts or other vouchers showing his payments for materials and labor, including payments to subcontractors.

Payments, based on progress estimates, will be made on a monthly basis on work completed during the preceding month, less retainage held in accordance with Public Act No. 524 of 1980.

The retainage shall be as follows:

Not more than ten percent (10%) of the dollar value of all work in place until work is fifty percent (50%) in place.

After the work is fifty percent (50%) in place, additional retainage shall not be withheld unless the OWNER determines that the CONTRACTOR is not making satisfactory progress, or for other specific cause relating to the CONTRACTOR's performance under the Contract. If the OWNER so determines, then the retainage amount shall not be more than ten percent (10%) of the dollar value of work more than fifty percent (50%) in place.

Retainage shall be released to CONTRACTOR together with the final progress payment.

The OWNER may withhold payment of any estimate or portion of estimate until the CONTRACTOR shall have furnished satisfactory evidence that he has paid all claims of every nature. The CONTRACTOR shall submit to the OWNER with each application for payment a "Sworn Statement" attesting to all payments made and balances due to all subcontractors and to all suppliers of materials, fuel, and equipment for the project work completed. He shall also attest to all payments made for labor furnished for the work completed. The "Sworn Statement" shall be in a form acceptable to the OWNER and all suppliers and subcontractors shall be listed along with payments made and balances owed to each.

No partial payment shall be considered as acceptance of the work or any portion thereof prior to final completion of the work, and payment of final estimate.

Final Payment

The CONTRACTOR's request for final payment shall be accompanied by the following documents:

Contractor's Declaration

Contractor's Affidavit

Unconditional waivers, as required, from major suppliers and subcontractors

Release of Surety

Release from other public agencies for which permits have been obtained under this Agreement.

Within thirty (30) days after completion of the work under this Agreement to the satisfaction of the OWNER and ENGINEER, in accordance with all and singular terms and stipulations herein contained, the OWNER shall make final payment, from a final estimate made by the ENGINEER. Before final payment is made, the CONTRACTOR shall, as directed by the OWNER, make a Contractor's Affidavit that he has paid all claims of every nature, or

secured a release from the Surety or Sureties approving payment of the final estimate by the OWNER. Final payment, when made, shall be considered as final approval and acceptance of the completed work herein specified.

The acceptance by the CONTRACTOR of final payment aforesaid shall operate as, and shall be, a release to the OWNER and his agents, from all claim and liability to the CONTRACTOR for anything done or furnished for, relating to, or affecting the work.

Incorrect/Improper Payments

OWNER shall not, nor shall any officer thereof, be precluded or stopped by any return or certificate made or given by the ENGINEER, or other officer, agent or appointee, under the provision of this Agreement, at any time (either before or after final completion and acceptance of the work and payment made therefore pursuant to any such return or certificates showing the true and correct amount of money due therefore, notwithstanding any such return or certificate, or any payment made in accordance therewith) from demanding and receiving from the CONTRACTOR or his sureties, separately or collectively, such sums as may have been improperly paid said CONTRACTOR by reason of any such return or certificate which has been untruly or incorrectly compiled.

15. EXTENSION OF TIME

All days in which work is suspended by order of the ENGINEER, or in accordance with these specifications, shall automatically extend the time for completion an equal number of days.

In the event work is suspended because the CONTRACTOR does not perform, no extension will be allowed for this period of time.

All requests from CONTRACTOR for extensions of time shall be submitted in writing. Such requests shall detail the reason for the request, provide a realistic revised completion date, and indicate any other

areas which may be impacted by such an extension. Such requests must be submitted to the field ENGINEER within ten (10) days after the occurrence of the incident or situation that brought about a reason for extending the time of completion. The final decision of whether or not to grant an extension of time will be made by the field ENGINEER. In no case will a request be considered if it is submitted after the ten (10) day period has passed.

16. AUTHORITY

No officer, agent or employee of the OWNER shall have power to revoke, alter, enlarge, or relax the stipulations or requirements of the Contract Documents, except insofar as such authority may be specifically conferred by the Contract Documents themselves, without formal authorization to do so, conferred by the Agreement, or by ordinance, resolution or other usual official action by the OWNER.

17. PROGRESS OF WORK

The work shall be prosecuted regularly and uninterruptedly, unless the OWNER shall otherwise specifically direct, with such force and at such points as to insure its full completion within the time stated herein.

If, in the opinion of the ENGINEER, it is necessary or advisable that certain portions of the work be done immediately, the CONTRACTOR, upon written order shall proceed with such work without delay. Should he fail to so proceed, the OWNER may do or cause to be done, such work, and the cost of same will be deducted from any money due or to become due the CONTRACTOR under this Agreement.

18. TIME IS ESSENCE OF CONTRACT

It is distinctly understood and agreed to by the parties hereto that the time specified for completion of the Work is the essence of this Agreement, and CONTRACTOR shall not be entitled to claim performance of this Agreement unless the work is satisfactorily completed, in every respect, within the time herein specified.

19. COMMENCEMENT OF CONTRACT TIME

The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth (60) day after the day of Bid Opening or the thirtieth (30) day after the Effective Date of the Agreement, whichever date is earlier.

Owner Responsibilities

20. EXTRA & FORCE ACCOUNT WORK

When extra work is required, it shall be performed and payment for such work will be on the unit price or lump sum basis agreed to in a written order. When such agreement cannot be reached, the OWNER may order such work, including any required offsite work, to be done by force account. The compensation as herein provided shall be accepted by the CONTRACTOR as payment in full for extra work done by force account, and the said percentages shall cover profit, superintendence, general expense, overhead, miscellaneous unforeseen costs, and the use of small tools and equipment. For approved subcontract work, the CONTRACTOR will be paid an amount equal to six percent (6%) of the total cost of the subcontract work, as reimbursement for administrative costs incurred in connection with the subcontract work.

When it is necessary for the CONTRACTOR to hire a firm to perform a specialized type of work or service for which the CONTRACTOR or subcontractors are not qualified to do, payment will be made at the invoice cost. The CONTRACTOR will be paid an amount equal to six percent (6%) of the invoice cost, as reimbursement for administrative costs. Prior approval by the OWNER is required.

REPORTS:

The CONTRACTOR shall furnish to the OWNER, itemized reports of the costs of all force account work. The reports shall be furnished each week and shall include a certified copy of the weekly payroll and copies of bills for the materials used and the freight charges paid on same. Discount for prompt payment or penalty for late payment will not be considered in determining the net amount of the bill. The net amount of the bill shall be charged to the force account work. Where materials used are not specifically purchased for use on extra work but are taken from the CONTRACTOR's stock, the CONTRACTOR shall submit a certification of the quantity, price, and freight on such materials in lieu of original bills and invoices.

The CONTRACTOR shall prepare itemized statements containing the following detailed information:

Labor: Name, classification, dates, number of hours worked each day, total hours computed to nearest half hour, total hours, rate, and extension for each employee engaged.

Equipment: Designation, number of hours used each day (computed to nearest half hour), total hours, rental rate, and extension for each unit of equipment engaged.

Materials: Quantities of materials, with prices per unit and extensions and freight costs when applicable.

The CONTRACTOR and the OWNER shall compare records of force account work and bring them into agreement at the end of each day.

LABOR:

For all labor and for all craft foreman directly engaged in the specific work, the CONTRACTOR will be paid the actual rate of wages and the number of hours paid said labor and foremen in accordance with approved labor agreements, computed to nearest half hour, to which sum twenty-six (26) percent will be added (this sum includes a one (1) percent allowance for the

Single Business Tax). Project foremen will be classified as Superintendents and their compensation will not be included in the payment provided herein.

Bond Premium: Workmen's Compensation Insurance; Personal Injury Public Liability and Property Damage Public Liability Insurance; Unemployment Compensation; Federal Social Security; and payments required to be made to Employer and Employee Trusteships, the proceeds from which accrue exclusively to the benefit of the employee; will be paid for at actual cost, to which sum twenty (20) percent will be added except that twenty-six (26) percent will be added to the taxable fringe benefits. The CONTRACTOR shall furnish satisfactory evidence of the amounts paid for each of these required costs as related to force account work.

MATERIALS:

For materials, the CONTRACTOR will receive the actual cost delivered to the project site, including freight charges, as shown by copies of bills, to which sum fifteen (15) percent will be added.

If a charge in the amount or type of force account work results in a surplus of the material ordered and delivered to the project site, the OWNER will reimburse the CONTRACTOR for the costs incurred in returning the surplus material to the supplier.

SMALL HAND & POWER TOOLS:

No payment will be allowed for small hand and power tools which are not listed in the Rental Rate Blue Book for Construction Equipment as published by the Equipment Guide Book Company. All small hand and power tools listed in the Rental Rate Blue Book at a rate of less than one (1) dollar per hour will be considered part of overhead and will not be paid for separately.

EQUIPMENT:

For any machinery and equipment, including the foreman's transportation unit, which the OWNER approves for use on extra work

done by force account, the CONTRACTOR will be paid as follows:

The time paid for shall be the period that the equipment is required at the site of the extra work and, in addition, shall include traveling time to the location of the extra work when the equipment is moved under its own power. When transportation from one site to another is by other than its own power, the actual operating time during periods of loading and unloading will be paid for at the regular rental rate and transportation costs will be allowed.

When the periods of work are not consecutive and the interval between the termination of a period of work and the commencement of the subsequent period does not exceed thirty (30) days, the rates allowed will be the same as if the periods of work were consecutive.

The rental rate established for each piece of CONTRACTOR owned equipment, including appurtenances and attachments to equipment used will be determined by use of the Rental Rate Blue Book for Construction Equipment Volume 1, 2, or 3, as applicable. The edition which is current at the time the force account work was started will apply.

The established rental rate will be equal to the "Monthly" rate divided by 176; modified by the rate adjustment factor and the applicable map adjustment factor, plus the "Estimated Operating Costs per Hour", to which sum ten (10) percent will be added.

For equipment not listed in the Rental Rate Blue Book, Volume 1, 2, or 3, the rental rate will be determined by using the rate listed for a similar piece of equipment or by proportioning a rate listed so that the capacity, size, horsepower, and age are properly considered.

For equipment for which there are no comparable in the Rental Rate Blue Book, Volume 1, 2, or 3, the monthly rate shall be reasonable, but not more than five (5) percent of the current list price, or invoice, of the equipment. The base hourly rate shall then be determined by dividing the monthly rate by 176 to which sum twenty percent

(20%) will be added. The twenty percent (20%) includes adjustments and operating costs.

The rates used for CONTRACTOR owned trucks used to haul material will be those published by MDOT. These rates shall include all adjustments and operating costs. Separate payment for the driver will be allowed. The rates will be reviewed and adjusted periodically.

The rental rate for the foreman's transportation unit will be seven dollars (\$7.00) per hour, to which sum twenty percent (20%) will be added.

When leased or rented equipment is used on force account work, the hourly rate used in computation of payment will be the leased or rented rate, except that if the leased or rented rate exceeds the rental rate established by the Rental Blue Book, the established rate determined from the Blue Book will apply. In either case, the Estimated Operating Cost per Hour will be added to the appropriate hourly rate to which sum ten percent (10%) will be added.

In all cases the "Estimated Operating Cost per Hour" includes all fuel, oil, lubrications, tires, parts, and other operating expendables such as truck and labor assigned to the truck for servicing the equipment.

The rental rates allowed herein include the cost of insurance covering the usual insurable risks, including fire and theft. The OWNER will not be liable for losses which can be covered by insurance.

In the event that machinery or equipment is idled, payment may be allowed on a rental basis for the idled equipment as specified herein. Only machinery or equipment actually on the project site at the time of the delay, as required for that phase of construction work in question, will be considered eligible for rental reimbursement. Specialized equipment for machinery directly related to the work, whether on or off the site, may be considered eligible for payment if actually idled and if such idleness can be certified by the CONTRACTOR and verified by the

OWNER. Payment for idled equipment and/or machinery will not be allowed during periods of seasonal suspension of the work.

The rental rate for idled leased or rented equipment will be the leased or rented rate, or the equipment shall be returned and taken off rental as directed by the OWNER.

The rental rate for idled CONTRACTOR owned equipment will be the "Monthly" rate divided by 176; modified by the rate adjustment factor and the applicable map adjustment factor, and then multiplied by fifty percent (50%). No payment will be allowed for operating costs.

Payment will be limited to the difference between the hours worked and eight (8) hours in any one day and to the difference between the hours worked and forty (40) hours in any one week. No provisions of these specifications shall entitle the CONTRACTOR to rental compensation for idled equipment. No additional compensation for overhead will be allowed.

In the event that labor is idled, payment may be allowed provided there is no other location within the project that the labor can be gainfully employed. Payment will be limited to a maximum of eight (8) hours per occurrence and in no case will exceed the amount of the CONTRACTOR's obligation as provided by the CONTRACTOR's current labor agreement. No additional compensation for overhead will be allowed.

21. PAYMENTS WITHHELD

The OWNER may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate for progress payment to such extent as may be necessary to protect itself from loss on account of:

Defective work not remedied;

Claims filed or reasonable evidence indicating probable filing of claims;

Failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor;

A reasonable doubt that the Agreement can be completed for the balance then unpaid;

Damage to another CONTRACTOR.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

22. USE OF COMPLETE PORTIONS OF THE WORK

The OWNER may, at any time during progress of the work, after written notice to CONTRACTOR, take over and place in service any completed portions of the work which are ready for service, although the entire work of the Agreement is not fully completed, and notwithstanding the time for completion of the entire work or such portions may not have expired. In such event, the CONTRACTOR will be relieved of further work on, or maintenance of, said portion except as covered by his guarantee of same.

Engineer Responsibilities

23. ENGINEER DURING CONSTRUCTION

The Work shall be subject to the approval of the ENGINEER, who shall determine the amount, quality, acceptability, and fitness of the items of work and materials to be furnished hereunder, and who shall decide all questions which may arise as to measurements of quantities and fulfillment of the requirements of the Contract Documents.

24. AUTHORITY & DUTIES OF CONSTRUCTION OBSERVER

Construction Observers may be appointed by the ENGINEER and directed to check or review materials used and completed work. The observation may extend to any parts of the Work and to the preparation or manufacture of the materials for use in the Work. Construction Observers will not be authorized to revoke, alter, enlarge, or relax any of the provisions of the Contract Documents. The Construction Observer will call to the attention of the CONTRACTOR any failure to follow the plans and

specifications that he may observe. In case of any dispute arising between the CONTRACTOR and Construction Observer as to materials furnished or the manner of performing the work, the Construction Observer shall have the authority to reject materials or completed items of work until the question at issue can be referred to and be decided by the ENGINEER. In no instance shall any action or omission on the part of the Construction Observer relieve the CONTRACTOR of the responsibility of completing the Work in accordance with the Contract Documents.

25. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Neither ENGINEER's authority or responsibility under this Article or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by ENGINEER shall create, impose or give rise to any duty owed by ENGINEER to CONTRACTOR, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them.

ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with laws and regulations applicable to the furnishing or performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the Work.

ENGINEER's review of the final application for payment and accompanying

documentation and all maintenance and operating instructions, schedules guarantees, bonds and manufacturer's certificates of inspection, tests, and approvals and other documentation required in Article 14b will only be to determine generally that their content complies with the requirements of, and in the case of manufacturer's certificates of inspections, tests and approvals that the results certified indicate compliance with the Contract Documents.

The limitations upon authority and responsibility set forth in this Section shall also apply to ENGINEER's consultants, authorized representative and assistants.

26. LINES & GRADES

Principal reference lines or points and bench marks may be given by the ENGINEER at such time as he may deem necessary; or, if the CONTRACTOR shall be in need of such reference lines or bench marks, he shall notify the ENGINEER three (3) working days in advance.

The ENGINEER may set suitable stakes and marks showing locations and elevations of the various parts of the work, and will furnish the CONTRACTOR with required data referring to the reference points. No work shall be undertaken until such stakes and marks shall have been set by the ENGINEER. CONTRACTOR shall take due and proper precautions for the preservation of these stakes and marks, shall see that the work at all times proceeds in accordance therewith, and shall provide all labor and material to set the required line and grade control and locate the work accurately with reference to the above points. In case such stakes are destroyed due to the CONTRACTOR's carelessness, they will be replaced at the ENGINEER's earliest convenience and the CONTRACTOR may be back charged for the crew time incurred.

27. TESTING & SAMPLING

Where called for in the specifications, samples of materials in the quantity named shall be submitted to the ENGINEER for approval. Where tests are required, they

shall be made at the expense of the OWNER, except as otherwise called for in the specifications. For materials covered by ASTM or Federal Specifications, or with the specifications of well known or recognized technical and/or trade organizations, unless otherwise stipulated, required tests are to be made by the manufacturer, and his certificate therefore submitted to the ENGINEER.

The ENGINEER and/or OWNER shall determine which materials are required by the specifications to be factory certified or to have chemical or physical analysis or other examination or test. The CONTRACTOR shall furnish to the ENGINEER and/or OWNER two copies of orders for all materials requiring such examination or test as soon as placed. Such orders shall contain complete information, including that as to the quantity, quality, dimensions, sizes, capacities and types, shall contain proper reference to the applicable specifications by title, number and paragraph, and shall show the name and address of the producing factory but need not contain prices or contractual terms.

All materials and workmanship (if not otherwise designated by the specifications) shall be subject to examination and test by the ENGINEER and/or OWNER at any time during manufacture or construction, and at any place where such manufacture or construction is carried on. The ENGINEER and/or OWNER shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the CONTRACTOR shall promptly segregate and remove rejected material from the premises. If the CONTRACTOR fails to proceed at once with replacement of rejected material and correction of defective workmanship, the OWNER may, by Agreement or otherwise, replace such material and correct such workmanship and charge the cost thereof to the

CONTRACTOR, or may immediately terminate the Agreement.

CONTRACTOR shall furnish promptly, without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient conduct of all construction observations and tests that may be required by the ENGINEER. All construction observations and tests by the ENGINEER and/or OWNER shall be performed in such a manner as not to delay the work unnecessarily. Special, full size, and performance tests shall be as described in the specifications. CONTRACTOR shall be charged with any additional cost of construction observations when material or workmanship is not ready at the time checking is requested by the CONTRACTOR.

Should it be considered necessary or advisable by the ENGINEER and/or OWNER any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the CONTRACTOR shall on request promptly furnish all necessary facilities, labor and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of the CONTRACTOR or his subcontractor, CONTRACTOR shall defray all the expenses of such examination and of satisfactory reconstruction, and be responsible for any resulting delay. If, however, such work is found to meet the requirements of the Agreement, the actual cost involved in the examination and replacement shall be allowed the CONTRACTOR and he shall in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

Examination of material and finished articles to be incorporated in the work at the site shall be made at place of production, manufacture or shipment stated in the specifications; and such examinations and acceptance, unless otherwise stated in the specifications, shall be final, except as

regards latent defects, departures from specific requirements of the Agreement and the specifications and drawings made a part thereof, damage or loss in transit, fraud or such gross mistakes as amount to fraud. Subject to requirements contained in the preceding sentence, examinations of material and workmanship for final acceptance as a whole or in part shall be made at the site.

Contractor Responsibilities

28. UNFORSEEN PHYSICAL CONDITIONS

CONTRACTOR shall promptly notify the OWNER and ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. The ENGINEER will promptly review those conditions and advise the OWNER in writing if further investigation or tests are necessary. Promptly thereafter, the OWNER shall obtain the necessary additional investigations and tests and furnish copies to the ENGINEER and the CONTRACTOR. If the ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by the CONTRACTOR, a Change Order may be issued incorporating the necessary revisions.

29. COMPOSITION OF THE CONTRACTOR

If the CONTRACTOR hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

30. ASSIGNMENT OF CONTRACT

The CONTRACTOR shall not sublet, assign or transfer this Agreement or any portion thereof or any payments due him thereunder, without the written consent of the OWNER.

Assignment or subletting the whole or any portion of this Agreement shall not operate

to release the CONTRACTOR or his bondsmen hereunder from any of the contract obligations.

The CONTRACTOR agrees that he is fully responsible to the OWNER for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractors and the OWNER.

Neither the ENGINEER nor any officer, agent or employee of the OWNER shall have any power or authority whatsoever to bind the OWNER or to incur obligation in his behalf to any subcontractors, material supplier or other persons in any manner whatsoever.

31. AGENTS

Work shall be carried on under personal supervision of the CONTRACTOR or his properly authorized representative, who shall be on the grounds at all times during the construction, and who shall have full and responsible charge of the Work with power to receive orders and carry out instructions.

32. SAFETY & PROTECTION

A. People and Property

CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

All persons on the site or who may be affected by the Work;

All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Site Safety

CONTRACTOR shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in this section caused, directly or indirectly, in whole or in part, by CONTRACTOR or any subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

C. Safety Representative

CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

D. Hazard Communication Program

CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws or regulations.

E. Compliance with MIOSHA

All of the CONTRACTOR and subcontractors operations and construction equipment shall comply with requirements of the Michigan Occupational Safety and Health Act (MIOSHA) insofar as they apply to the work to be performed under this Contract.

33. CONTRACTOR'S SUPERVISION & ORIGINATION

The Work under this Agreement shall be under the direct supervision and direction of the CONTRACTOR. The CONTRACTOR shall give sufficient supervision to the Work, using his best skill and attention. The CONTRACTOR shall, at all times, keep on the site of the Work during its progress a competent superintendent and any and all necessary foremen and assistants. The superintendent shall represent and have full authority to act for the CONTRACTOR in the latter's absence, and all directions given to him shall be as binding as if given to the CONTRACTOR. On written request in each case, all such directions will be confirmed in writing to the CONTRACTOR.

The CONTRACTOR shall employ only competent, efficient workmen and shall not use on the Work any unfit person or one not skilled in the work assigned to him, and he shall at all times enforce strict discipline and good order among his employees. Whenever the ENGINEER shall notify the CONTRACTOR, in writing, that any man on the Work is, in the opinion of the ENGINEER, careless, incompetent, disorderly, or otherwise unsatisfactory, such man shall be discharged from the work and shall not again be employed on it except with the written consent of the ENGINEER.

The CONTRACTOR shall establish and maintain an office on the site of the work, or at some convenient point adjacent thereto, during the continuance of this Agreement and shall have at all times during working hours, a representative authorized to receive and execute any and all orders, when given by the ENGINEER; and such order, when given out and received by said representative shall be deemed to have been

given to and received by the CONTRACTOR. Copies of the drawings and specifications shall at all times be kept on file by the CONTRACTOR at readily accessible points near the work.

34. CONTRACTOR'S RIGHT TO STOP WORK

If the work should be stopped under an order of any court, or other public authority for a period of three months, through no act or fault of the CONTRACTOR or of anyone employed by him, or if the OWNER should fail to pay to the CONTRACTOR within sixty (60) days of its maturity and presentation any sum certified by the ENGINEER, provided no appeal is taken, the CONTRACTOR may, upon seven (7) days' written notice to the OWNER and the ENGINEER, stop work or terminate this Agreement, and shall receive from the OWNER payment in full for all work executed, as determined from the prices contained in the approved detailed estimate as computed by the ENGINEER, but no claim for extra compensation or damages shall be made or allowed because of such termination of the Agreement.

35. STORAGE OF MATERIALS

Materials and equipment distributed, stored and placed upon or near the site of the Work shall at all times be so disposed as not to interfere with work being prosecuted by other contractors in the employ of the OWNER, or with street drainage, or with fire hydrants or with access thereto, and not to hinder any more than may be necessary the ordinary traffic (either vehicular or pedestrian) of the street.

36. CLEANING UP

The CONTRACTOR shall, as directed by the ENGINEER, remove at his own expense from the OWNER's property and from all public and private property all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of

such disposal granted to the CONTRACTOR by the OWNER thereof.

37. SUNDAY & NIGHT WORK

The CONTRACTOR is required to prosecute work done under this Agreement during the hours of daylight, and no work will be permitted at night or on Sundays, except to save property or life, or as specifically authorized or directed by the ENGINEER.

No work shall be permitted on holidays.

38. SANITARY REGULATIONS

Sanitary conveniences for the use of project personnel properly secluded from public observation shall be constructed and maintained in sanitary condition by the CONTRACTOR. Its use shall be strictly enforced.

39. PERMITS & REGULATIONS

The CONTRACTOR shall secure, at no cost to the OWNER, all permits and licenses necessary for the prosecution of the Work. He shall pay for same at his own expense as well as for any inspection fees required in connection with such permits, and shall conduct his operations in accordance with the provisions of such permits, including tunneling of pavements where required. He shall also furnish any required bonds and pay the cost of same.

The CONTRACTOR shall keep himself fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the Work or materials used in the Work, or in any way affecting the conduct of the Work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all existing and future laws, ordinances, regulations, orders and decrees; provided, that if the drawings and specifications are at variance therewith, the CONTRACTOR shall promptly notify the ENGINEER in

writing and any necessary changes shall be adjusted as provided in the Contract Documents.

All work shall be executed and checked in accordance with all local and state rules and regulations and all established codes applicable thereto and shall conform in all respects to the requirements of all competent authorities having jurisdiction there over.

Should any change in plans and specifications be required to comply with local regulations, CONTRACTOR shall notify the OWNER at the time of submitting his bid. After entering into Agreement, CONTRACTOR will be held to complete the work necessary to meet local requirements without extra expense to the OWNER.

Where the work required by the drawings and specifications is above the standard required, it shall be done as shown or specified.

40. GUARANTEE

The CONTRACTOR, as a condition precedent to final payment, shall execute a guarantee to the OWNER warranting for a period of two (2) years from date of final payment to keep in good order and repair any defect in all the work done under the Agreement, either by the CONTRACTOR, his subcontractors, or material suppliers, that may develop during said period due to improper materials, defective equipment, improper materials workmanship, or arrangements, and any other work affected in making good such imperfections shall also be made good, all without expense to the OWNER, and CONTRACTOR shall execute, in favor of the OWNER the attached Maintenance and Guarantee Bond.

41. PATENTS

CONTRACTOR shall pay all royalties and license fees and shall hold and save the OWNER and his agents harmless from all liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in

performance of the Agreement, including its use by the OWNER, unless otherwise specifically stipulated in the Contract Documents. In this respect the CONTRACTOR shall defend all suits or claims for infringement of any patent or license right.

In the event that any claim, suit or action at law or inequity of any kind whatsoever is brought against the OWNER, involving any such patents or license rights, then the OWNER shall have the right to, and may retain, from any money due or to become due to the CONTRACTOR, such sufficient sum as is considered necessary to protect said OWNER against loss, and such sum may be retained by the OWNER until such claim or suit shall have been settled and satisfactory evidence to that effect shall have been furnished the OWNER.

42. INFORMATION BY THE CONTRACTOR

The CONTRACTOR shall submit to the ENGINEER full information as to the materials, equipment and arrangements that the CONTRACTOR proposes to furnish. This information shall be complete to the extent that the ENGINEER may intelligently judge if the proposed materials, equipment and arrangements will meet with the requirements of the Contract Documents.

Prior to approval of the materials, equipment and arrangements by the ENGINEER, based on the information submitted by the CONTRACTOR, any work done by the CONTRACTOR shall be at his own risk.

Approval of information covering materials, equipment and arrangements by the ENGINEER shall in no way release CONTRACTOR from his responsibility for the proper design, installation and performance of any material, equipment or arrangement, or from his liability to replace same should it prove defective.

43. FORFEITURE OF CONTRACT

If work to be done under the Contract Documents shall be abandoned by CONTRACTOR or if, at any time in the

judgment of the OWNER, CONTRACTOR shall fail to prosecute the Work at a reasonable rate of progress, or to comply with all or any of the terms and requirements herein set forth, then the OWNER shall have the right to take possession of the Work, including CONTRACTOR's plant, supplies and materials, at any time after having notified the CONTRACTOR, in writing, to discontinue work under this Agreement for said cause or causes, and such action shall not affect the right of the OWNER to recover damages resulting from such failure. Upon receiving such notice the CONTRACTOR shall and will, upon demand, immediately give the OWNER safe and peaceable possession of the Work, including the plant, and shall then cease to have control over any portion thereof or the men employed thereon.

The OWNER may then proceed to complete the Work herein specified, by Agreement or otherwise; and the entire cost of same shall be charged to the CONTRACTOR and deducted from any sum or sums due or to become due under the Agreement; the excess cost, if any, to be paid by CONTRACTOR or his sureties to said OWNER.

44. RELATION TO OTHER CONTRACTORS

CONTRACTOR shall so conduct his operations as not to interfere with or injure the work of other contractor's or workmen employed on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agents. Should a contract for adjoining work be awarded to another contractor, and should the work of one of these contracts interfere with that of the other, the OWNER shall decide which contractor shall cease work for the time being and which shall continue, or whether work in both contracts shall continue at the same time and in what manner.

45. "OR EQUAL" CLAUSE

Whenever, in any of the Contract Documents an article, material or equipment

is defined by describing a proprietary product or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired, and shall not be construed in such a manner as to exclude manufacturers' products of comparable quality, design and efficiency. If the CONTRACTOR proposes any "or equal" substitutes, these substitutes shall be subject to the review and approval of the OWNER before they can be incorporated into the work.

Legal

46. INDEMNIFICATION

To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractors, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against OWNER or ENGINEER or any of their consultants,

agents or employees by any employee of CONTRACTOR, any subcontractors, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts of them may be liable, the indemnification obligation under the preceding paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such subcontractors or other person or organization under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the CONTRACTOR under this article shall not extend to the liability of ENGINEER, ENGINEER's consultants, agents or employees arising out of the preparation or approval of drawings, opinions, reports, surveys, change orders, designs or specifications.

47. CONTROLLING LAW

In the case of a legal dispute between the OWNER and the CONTRACTOR the law of the state of Michigan shall govern. The venue for resolving any legal dispute between the two parties will be within the County of the OWNER's legal address.

48. NO WAIVER OF CONTRACT

Neither acceptance of the whole or any part of the Work by the OWNER or his ENGINEER, or any of its agents, nor any order, measurements or certificate by the ENGINEER, nor any order by OWNER for payment of money, nor any payment for the whole or any part of the Work by OWNER, nor any extension of time, nor any possession taken by the OWNER or its agents, shall operate as a waiver for any portion of the Contract Documents or any power therein provided; nor shall any waiver

of any breach of contract be held to be a waiver of any other or subsequent breach.

49. DISPUTE RESOLUTION

Dispute resolution methods and procedures, if any, shall be as set forth in the Supplemental Specifications. If no method and procedure has been set forth, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

50. GIVING NOTICE

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

51. CUMULATIVE REMEDIES

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provision of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

End of Section

GENERAL SPECIFICATIONS

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1. EXISTING UNDERGROUND STRUCTURES & UTILITIES

The location of public or private utilities shown on the plans is in accordance with the best information available. No guarantee is given that the locations are absolutely accurate or that utilities other than those shown are not present.

For protection of underground utilities, the CONTRACTOR shall contact "MISS DIG" at 1-800-482-7171 a minimum of three (3)

working days prior to excavating. This does not relieve the CONTRACTOR of the responsibility of notifying utility OWNERS who may not be part of the "MISS DIG" alert system.

2. SOIL CONDITIONS

If soil borings have been taken for this project, then they are included in an appendix.

Where the OWNER has caused soil borings to be made to aid the ENGINEER in design of the work, these boring logs are provided herein for the prospective bidder to examine. This information is given to bidders as an aid in determining the character of the soil and groundwater conditions. The OWNER does not guarantee that the ground encountered during construction will conform to the borings. Bidders should secure such other information as they consider necessary to check and supplement the above data.

The CONTRACTOR shall complete the work in whatever materials, and under whatever conditions he may encounter or create.

3. SOIL EROSION AND SEDIMENTATION CONTROL

The CONTRACTOR shall comply with the requirements of the Soil Erosion and Sedimentation Control Act of the State of Michigan, Part 91 of ACT 451 of PA of 1994 and with all the requirements, rules and standards of the official enforcing agent for the project location.

If a soil erosion control permit is required on this project, the CONTRACTOR shall adhere to the specific conditions of the project permit. Where the permit is issued in the name of the CONTRACTOR and requires that a bond be posted, the

CONTRACTOR shall include in his bid the permit fee and bond expense.

The ENGINEER shall have full authority to require compliance with the soil erosion control requirements and may order suspension of the work if measures are not adequate or a problem develops requiring additional soil erosion control measures. Any ordered suspension of the work shall not be grounds for CONTRACTOR's claims for "down time" or "lost time".

4. PRESERVATION, PROTECTION & USE OF SURVEY CONTROLS, MONUMENT POINTS & GRADE STAKES

During the progress of the work, the CONTRACTOR may encounter section line, fractional section line, and property controlling corner monuments. Insofar as is known, such public land survey corners and property monuments have been indicated on the plans.

The CONTRACTOR shall be responsible for complying with the requirements of Michigan Public Act 34. Specifically, he shall be responsible for notifying the county surveyor before removing a public land survey corner monument for construction activities. In addition, if construction time constraints will result in the public land survey corner monument being removed for more than one year, then the CONTRACTOR shall arrange to have a temporary corner monument set until the permanent one can be re-established. The costs of removing and replacing public land survey corner monuments as well as setting temporary corner monuments shall be the responsibility of the CONTRACTOR unless pay items are provided in the bid form for these tasks. The CONTRACTOR shall not remove any such monument until the ENGINEER has witness points as reference for resetting of such monuments. After referencing has been done and suitable permanent sketches prepared, the ENGINEER will give permission to the

CONTRACTOR for removal of the monument. Monuments and monument boxes shall be reset only after all backfilling has fully settled.

The CONTRACTOR shall protect and preserve all monument points, property corners, grade stakes, line and reference points. Where stakes and markers are disturbed or removed due to operations under this Contract, the CONTRACTOR shall be charged at invoice cost by the ENGINEER for replacing the points. Care shall be exercised by the CONTRACTOR when operating near the markers, as any carelessness in operations will also cause a time delay to the schedule due to additional stakeout time required to replace reference points, lines, etc.

The CONTRACTOR shall accurately locate the work from reference points established by the ENGINEER along the surface of the ground and line of work.

5. PROTECTION OF PUBLIC & PRIVATE UTILITIES

Where any utility, water, sewer, gas, telephone or any other public or private utilities are encountered, the CONTRACTOR must provide adequate protection for them, and he will be held responsible for any damages to such utilities arising from his operations.

When it is apparent that construction operations may endanger the foundation of any utility, conduit, or support of any structure, the CONTRACTOR shall notify the utility OWNER of this possibility, and he shall take such steps as may be required to provide temporary bracing or support of conduits or structures.

In all cases where permits or inspection fees are required by utilities in connection with changes to or temporary support of their conduits, the CONTRACTOR shall secure permits and pay all inspection fees.

When it is necessary in order to carry out the work that a pole, telephone or electric, be moved to a new location or moved and replaced after construction, the CONTRACTOR shall arrange for moving such pole or poles and the lines thereof, and shall pay any charges.

Where it is the policy of any utility owner to make his own repairs to damaged conduit or other structures, the CONTRACTOR shall cooperate to the fullest extent with the utility OWNER and shall see that his operations interfere as little as possible with the utility OWNER's operations.

6. MISCELLANEOUS DAMAGES

The CONTRACTOR shall be responsible for repairing all damages to existing lawns, sidewalk, parking lots, streets or other areas outside the limits of the Contract. Private utilities, private ornamental gas or electric lights, sprinkler systems, fences, shrubs, trees, existing sidewalk, or any other surface or subsurface items of value damaged by the CONTRACTOR shall be repaired, replaced or removed and replaced to at least equal condition at the CONTRACTOR's expense unless otherwise specified on the plans.

7. SUMP PUMP DISCHARGE PIPE & LOCAL SERVICES

Any discharge pipe from sump pumps or yard drains encountered on this project, whether or not shown on the plans, which discharges to existing ditches and/or storm sewers or cross public or private easements, shall be maintained, replaced, or reconnected as necessary. Bulkheads shall be placed only as approved by the Engineer. Sump pump connections shall be made to the storm drain pipe by a coring method as approved by the ENGINEER. The CONTRACTOR shall use adequate measures to prevent soil erosion, sedimentation, and/or ponding when connecting discharge pipes to existing or proposed ditches. This work shall be

considered as incidental to the cost of the project.

8. EXISTING SEWER FACILITIES

Existing sewers or drains may be encountered along the line of work. In all such cases, the CONTRACTOR shall perform his operation in such a manner that sewer service will not be interrupted. He shall, at his own expense, make all temporary provisions to maintain sewer service.

Unless otherwise indicated on the plans, the CONTRACTOR shall replace, at his own expense, any disturbed sewer or drain, or relay same at a new grade to be established by the ENGINEER such that sufficient clearance for the sewer will be provided.

9. EXISTING WATER FACILITIES

Where existing water mains and/or water services are encountered in the work, they shall be maintained in operation. They shall be relayed if necessary using the class of pipe and fittings standard to the OWNER of the main.

10. EXISTING GAS FACILITIES

Where existing gas mains are encountered, the CONTRACTOR shall immediately notify the ENGINEER and the gas company. The CONTRACTOR shall then arrange with the gas company for any necessary relocation. The CONTRACTOR will receive no extra compensation on account of delays incurred in conjunction with such relocations.

11. EXISTING ELECTRIC, CABLE, AND TELECOMMUNICATIONS

Where existing electric, cable, or telecommunications facilities are encountered, the CONTRACTOR shall immediately notify the ENGINEER and the affected utility company(ies). The CONTRACTOR shall then arrange with the

utility company for any necessary relocation. The CONTRACTOR will receive no extra compensation on account of delays incurred in conjunction with such relocations.

12. PRESERVATION OF TREES & SHRUBBERY

No trees or shrubbery of any kind shall be removed or destroyed by the CONTRACTOR without written permission of the ENGINEER. The CONTRACTOR will be held fully responsible for any damages caused by his work to adjoining trees and shrubs. Ample precautions shall be taken by the CONTRACTOR to protect such trees and shrubs that are to remain in place by surrounding them with fences or other protection before construction begins. Shrubbery that must be removed shall be preserved and replaced in a manner acceptable to the OWNER.

The CONTRACTOR shall protect and/or replace all shrubbery damaged or destroyed by operations under this Contract. The CONTRACTOR shall receive no extra compensation for preservation of trees and shrubbery.

13. TRIMMING TREES & SHRUBS

Where necessary in the field, the CONTRACTOR shall trim trees and shrubs by a method approved by the ENGINEER. All cut surfaces over one inch in diameter shall be painted with grafting wax. All branches which have been damaged by construction shall be pruned correctly to branch collars, to help promote the health of the tree. Also, any abrasions or gouges afflicted on the tree trunks during construction should be bark traced and lightly coated with tree paint. This work shall be incidental to the project.

14. MAINTENANCE OF SERVICE

Drainage through existing sewers, ditches and drains shall be maintained at all times

during construction, and all nearby gutters shall be kept open for drainage. Where existing sewers are encountered in the line of work that interfere with construction, the flow in the sewers, including both dry weather flow and storm flow, shall be maintained.

During the progress of the work, the CONTRACTOR shall accommodate both vehicular and foot traffic and shall provide free access to fire hydrants, water and gas valves. Except as otherwise specified herein or as noted on the plans, street intersections may be blocked but one-half at a time, and Contractor shall lay and maintain temporary driveways, bridges and crossings such as are necessary, in the opinion of the ENGINEER, to reasonably accommodate the public.

In the event detours, traffic control devices or safety equipment are needed, they shall be placed and maintained in accordance with the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

Maintenance of service as described above shall be considered as incidental to the project cost unless pay items have been included in the proposal for this work.

15. CLEANLINESS OF THE WORK SITE & STREETS

The CONTRACTOR shall keep the work site and all property occupied by him in a neat and orderly condition at all times. Waste material, rubbish and debris shall not be allowed to accumulate. The CONTRACTOR's equipment, temporary buildings and excess materials shall be promptly removed from the work site when no longer needed. At completion of the work, the premises shall be left clean.

The CONTRACTOR shall keep the streets clean. Trucks hauling excavated material, cement, sand, stone or other loose materials from or to the site shall be tight so that no spillage will occur on adjacent streets. Before trucks start away from the site, their

loads shall be trimmed and covered. If, in the judgment of the OWNER, adequate cleanup efforts are not being expended, including but not limited to, roadway, driveway and drainage maintenance, and removal of surplus materials, further construction shall be halted and work forces directed to the cleanup activity until proper order is restored. Should the CONTRACTOR continue to be negligent of his duties in maintaining proper street cleanliness, the OWNER will take necessary steps to perform such cleaning and shall charge the CONTRACTOR for all the costs.

16. DUST CONTROL

All haul roads, detour roads, temporary access roads, other public or private roads, driveways and parking lots used by the CONTRACTOR must be maintained in a dust free condition for the duration of the Contract. The control of the dust shall be accomplished by application of dust control materials and methods of application as approved and as directed by the ENGINEER. Such dust control materials shall be applied as often as is necessary to control dust. Neglect of dust control will not be tolerated.

Should the CONTRACTOR be negligent of his duties in providing dust control, the OWNER may, with or without notice cause the same to be done and deduct the cost of such work from any monies due or to become due the CONTRACTOR under the Contract. Cost of providing dust control shall be considered incidental to the project.

17. WORKING SPACE & USE OF STREETS OR PRIVATE PROPERTY

The CONTRACTOR's operations in public streets or alleys shall be confined to as small a space as practicable, so as not to cause undue inconvenience to the public or abutting properties, and shall be subject to the approval of the ENGINEER.

Where the CONTRACTOR wishes to work on or stockpile materials on nearby properties, it will be his responsibility to contact the property owner for permission. Upon request, the CONTRACTOR shall provide a copy of written permission from any affected property owner. The OWNER will not become involved with any such agreements and will not be held responsible for any damages that the CONTRACTOR may cause to private property. The CONTRACTOR shall not be compensated for restoration of private properties and stockpile areas unless said areas were within the original project limits.

18. EASEMENTS

Prior to the start of construction, the CONTRACTOR shall verify with the OWNER that any required easements have been obtained.

The CONTRACTOR shall keep his work operations within these easements and shall be responsible for complying with any easement conditions that are shown on the plans or stated in the Contract documents.

19. POWER & LIGHT

The CONTRACTOR shall furnish, at his own expense, all the electric power and lighting necessary during the life of this Contract or until such time as the OWNER takes over the work. The CONTRACTOR shall be responsible for complying with any applicable ordinances or regulations concerning power and light.

20. WATER

Unless otherwise allowed by the OWNER, the CONTRACTOR shall furnish, at his own expense, all the water necessary during the life of this Contract or until such time as the OWNER takes over the work.

The CONTRACTOR shall not make a connection to any public water main or fire

hydrant without first obtaining the necessary permit and/or meter from the OWNER.

Existing public water systems shall be operated and controlled by the OWNER. All valves shall be operated exclusively by the OWNER's personnel.

The CONTRACTOR shall not make any connection to or obtain water from a private water source without obtaining written permission from the owner of the water source. The CONTRACTOR shall provide a copy of the written permission to the OWNER upon request.

21. WEATHER PROTECTION & HEATING

The CONTRACTOR shall provide and maintain weather protection and heating at his own expense to properly protect the work under construction from damage if weather conditions require. This work shall include all windbreaks, insulating cover, and other necessary measures required to provide protection from freezing.

The CONTRACTOR shall continue to provide weather protection and heating as necessary until such time as the OWNER takes over the work.

22. RAILROAD CROSSING

Where the work crosses a railroad right-of way, the CONTRACTOR shall secure Railroad Company approval of his methods and schedule of operation. The CONTRACTOR shall carry out his work in strict accordance with the standards of the Railroad Company. The CONTRACTOR shall pay any inspection, signal or flagman costs.

23. OWNERSHIP OF SALVAGED MATERIALS

All salvageable materials such as castings, hydrants, valves, culverts and similar items removed during construction shall remain

the property of the OWNER. The CONTRACTOR shall deliver these salvaged materials to the OWNER's public works facility. If the OWNER indicates that he does not want the salvaged items, then the CONTRACTOR shall be responsible for disposal of the items.

End of Section

EARTHWORK

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GENERAL

1. SCOPE OF WORK

This work shall be subject to the General Conditions and the General Specifications. The work shall include furnishing of labor,

materials, tools, equipment, accessories and services necessary for completing the excavation and backfilling for the items as shown on the contract drawings and/or as herein required. This also includes trenching, trench or subgrade undercutting, roadway earthwork, complete and continual drainage of excavation, sheet piling, bracing and shoring of sides of the excavation, backfilling around structures and over pipelines, and the disposal of excess excavated material.

2. MDOT

References to Michigan Department of Transportation (MDOT) Specifications shall pertain to the 2012 Standard Specifications for Construction.

MATERIALS

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. Granular material shall meet the requirements of Section 902.07 of the MDOT Standard Specifications for Construction for Granular Material Class II and Class III.
- C. Pea gravel shall be unwashed and shall be from 1/4-inch to 5/8-inch in size.
- D. 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.
- E. Stone material shall meet the requirements of Section 902.03 of the MDOT Standard Specifications for

Construction for 6A crushed Coarse Aggregate or approved equal.

4. BACKFILL

A. Job Excavated Backfill

Job excavated backfill shall be defined as material excavated from the site that is free from frozen earth, boulders, rocks, stones larger than 3-inch in size, debris, blue and gray clay, and organic material.

B. Granular Backfill

Granular backfill shall be defined as sharp sand, gravel, or crushed stone that is free from lumps of clay and soft or flaky material and shall conform to the latest MDOT Specification for Granular Material Class II or III. Granular backfill shall be used for fill work located under or within the influence of roadway surfaces. The Owner's standard details shall dictate which type of granular material (class II or III) is required for the project.

Material excavated from the trench may be used as granular backfill when, in the opinion of the ENGINEER, it meets the granular backfill grading requirements.

5. STONE REFILL

Stone refill shall consist of natural gravel, slag, or crushed gravel that is equivalent in gradation to MDOT 6A unless otherwise called for in the plan details.

6. EMBANKMENT

Embankment material shall consist of sound earth as described in Section 205.03H of the MDOT Standard Specifications for Construction.

CONSTRUCTION

7. CLEARING

Prior to the start of construction, the CONTRACTOR shall verify the limits of trees and other items that are to be saved. The CONTRACTOR shall then clear the site or trench excavation area of all remaining trees, brush, and other miscellaneous items that are not to be saved.

8. TREE REMOVAL

Where called for on the plans, the CONTRACTOR shall remove trees, including stump and main roots, and dispose of all associated foliage and debris offsite. Trees less than six (6) inch diameter shall be removed where required by the Work as incidental to the Contract. The CONTRACTOR shall abide by any easement agreements regarding the tree removal work and wood ownership.

9. STUMP REMOVAL

Where called for on the plans, the CONTRACTOR shall remove existing stumps, including main roots (two (2) inch diameter and larger), dispose of all associated debris offsite, and backfill the void with suitable material.

10. PAVEMENT CUTS

Where a trench must be cut through 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.

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.

If a square or block of sidewalk is cut, broken, or cracked, the entire square or block shall be removed and replaced.

11. CLASSIFICATION OF EXCAVATION

Earth, as a name for excavated material, shall include all glacial deposits whether cemented or not, except solid boulders one-half cubic yard or more in volume. It shall also include all alluvial deposits and material of every kind that can be excavated with equal facility by the equipment and means typically used for earth excavation.

Peat, as a name for excavated material, shall include all unstable organic soils such as peat, muck, marl, and underlying very soft clay.

Rock, as a name for excavated material, shall include pre-glacial solid ledge rock that can be removed most practically by blasting, barring or wedging, or by some other standard method of quarrying solid rock. It shall also include solid boulders of one-half cubic yard or more in volume as well as existing concrete, masonry with mortar joints, or other existing structural work that can be excavated practically only by methods of quarrying solid rock. It shall not include fragile, friable, or disintegrated materials of any kind that can be excavated by equipment and means used for earth excavation.

12. ROADWAY EARTHWORK

Roadway earthwork shall be performed in accordance with the construction methods that are described in Section 205 of the MDOT Standard Specifications for Construction unless otherwise called for in

the plan notes, details, or supplemental specifications.

13. METHODS OF EXCAVATION IN EARTH

All excavation shall be by open cut from the surface, except in special cases where boring/jacking under pavement or structures may be required, or where boring/jacking under the root system will be required for tree root protection. All excavation shall be made in such a manner and to such depth, length, and width as will give ample room for building the structures, bracing, sheeting and supporting the sides of the excavation, pumping and drainage of ground water and sewage which may be encountered, and removal of all materials excavated. Special care shall be taken so that the soil below the bottom of structures to be built shall be left undisturbed so that a firm bed will be provided for construction. Any voids shall be backfilled with suitable granular material and shall be properly compacted.

14. TRENCH EXCAVATION

A. General

Excavation shall be of sufficient width and depth to provide adequate room for construction and installation of the work to the lines, grades and dimensions called for on the plans. Unless otherwise called for on the OWNER's standard details, the width of a trench from the invert to a height twelve (12) inches above the top of the pipe barrel shall be indicated as follows:

Pipe Size	Maximum Trench Width
4" through 12"	30"
Larger than 12"	O.D. + 24"

If the maximum trench width as specified above is exceeded, unless otherwise shown on the drawings, the CONTRACTOR shall install, at his own expense, such concrete

cradling or other bedding as is approved by the ENGINEER, to support the added load of the backfill.

Where trench excavation is in granular material, the last six (6) inches of trench depth shall be carefully excavated and trimmed by hand to the exact elevation and contour of pipe. Where trench excavation is in rock or clay soil, the trench bottom shall be undercut a minimum of four (4) inches below the final elevation of pipe. The bedding material as hereinafter specified shall be placed and compacted to the underside of the pipe.

Excavation for structures shall be made to the outside lines and surfaces of such structures wherever it is practicable to build directly against the sides and bottoms of excavations. In such cases, care shall be taken not to disturb the original foundation or backing. Final trimming shall be done by hand just before construction of the structure. If excess excavation is made, or the material becomes disturbed so as to require removal beyond the prescribed limits, the resulting space shall be refilled with bedding, as specified hereinafter, and solidly machine tamped into place to 95 percent of maximum unit weight before the construction work proceeds.

Excavation for structures shall be extended sufficiently beyond the limits of the structure to provide ample room for form construction and other construction methods to be followed, wherever necessary.

B. Bedding

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

C. Amount of Trench Opening

Not more than 50 feet of trench shall be open at one time in advance of the pipe unless permitted by the ENGINEER. The length of street that may be occupied by the construction work at any one time shall be subject to the direction of the ENGINEER and will be based on requirements of the use of the street by the public. No more than 600 consecutive feet of street length shall be occupied at one time, and vehicle traffic through the street shall not be entirely stopped without permission of the ENGINEER.

After placement of the utility line, the Contractor shall backfill the trench promptly in order to minimize the length of open trench and avoid any unsafe conditions.

15. TRANSPORT OF NATIVE MATERIALS OFFSITE

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.

16. STONE REFILL FOR TRENCH UNDERCUT

In locations where soil at the bottom of trench is unstable, the CONTRACTOR shall excavate (undercut) below the trench bottom and place stone refill as called for in the Materials Section of this specification.

17. EXCAVATION & TRENCH DEWATERING

The CONTRACTOR shall maintain any excavation or trench free of water during construction of any structures and/or pipelines. 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 incidental to the cost of construction and will not be reimbursable at the unit price bid for dewatering in the proposal.

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 a pay item 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. bid item or incidental to 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.

The CONTRACTOR shall take adequate precautions to control the discharge of dewatering pumps so as to prevent soil erosion or sedimentation of drainage ditches, structures, storm sewers, culverts, natural drainage courses, ponds, lakes or wetlands.

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 so as to prevent a hazard to pedestrians or motor vehicles passing in the vicinity of the construction site.

Electric pumps shall have suitable power supply appurtenances meeting NEC requirements and properly fused and grounded to prevent electrical shock hazards to on-site personnel.

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.

18. DIVERTING EXISTING SEWERS

Where existing sewers or drains are encountered in the Work, adequate provision shall be made for diverting flow in the existing sewers so that the excavation will be kept dry during the progress of the construction work. Upon completion of the construction work, the existing sewers shall be restored or otherwise provided with an adequate outlet as directed by the ENGINEER.

19. SHEETING, BRACING & SHORING

Where required to properly support the surfaces of excavations to protect the construction work, adjacent work or workers, sheeting, bracing and shoring shall be provided. If the ENGINEER is of the opinion that at any point sufficient or proper supports have not been provided, he may order such additional supports at the expense of the CONTRACTOR, but neither the placing of such additional supports by the order of the ENGINEER nor failure of the ENGINEER to order such additional supports placed shall release the CONTRACTOR from his responsibility for the sufficiency of such supports and the integrity of the Work. In removing the sheeting and bracing after the construction has been completed, special care shall be taken to prevent any caving of the sides of the excavation and injury to the completed work or to the adjacent property.

20. SHEETING LEFT IN PLACE

Sheeting, bracing and shoring shall not be left in place after completion of the work except as required by the ENGINEER. Where sheeting, bracing, and shoring must be left in place in order to protect the work, adjacent structures, or property, it shall be cut off or left not less than two (2) feet below the established surface grade. If sheeting, shoring or bracing must be left in place, then it shall be paid for at the contract unit bid price that is shown on the Bid Form. If a pay item was not included on the Bid Form, then a work order shall be negotiated.

21. CROSSING EXISTING STRUCTURES/PIPES

During construction, it may be necessary to cross under certain sewers, drains, culverts, water lines, gas lines, electric conduits and other underground structures. Every effort shall be made to prevent damage to such structures. Wherever such structures are disturbed or broken, they shall be restored to good condition. Specified granular backfill shall be placed as described in Section 23, Backfilling. MDOT Grade S3 concrete shall be utilized where directed by the ENGINEER at no additional cost to the project. Either granular backfill or concrete shall be brought to the spring line of the higher utility.

22. TUNNELING TREES

Trees eight (8) inches in diameter or less will require a minimum tunnel length of eight (8) feet. Trees over eight (8) inches in diameter, measured four (4) feet above the ground surface, will require a minimum tunnel length equal to one foot for each inch of tree diameter.

Trees shall be tunneled whenever any portion of an excavation approaches within a distance equal to one-half the required tunnel length except as otherwise noted on the plans.

Tunneling under trees may be accomplished by one of the following methods:

- a. Boring and jacking casing pipe along with placement of a carrier pipe.
- b. Boring and jacking sewer pipe or water main without a casing pipe.
- c. Jacking sewer pipe or water main without boring and without a casing pipe.

Plan notes or existing field conditions shall indicate which method may be used for the tree tunneling work.

23. BACKFILLING

A. General

Backfilling shall include all work required as hereinafter specified. The placement of various pipe, including bedding and building of structures, shall be completed prior to backfilling.

Where called for on the plans, the CONTRACTOR shall backfill trenches and/or other excavations with suitable excavated material (not including gray or blue clay) replaced into the trench or excavation and compacted to not less than 95 percent of maximum unit weight as determined at existing moisture content during backfilling. Compaction shall be provided by means of suitable mechanical compaction equipment.

If the moisture content of cohesive backfill material exceeds the optimum moisture content for maximum density by more than three percent (3%), the CONTRACTOR shall dry the material to meet the foregoing moisture content limitation or provide, at his own expense, MDOT Granular Material Class III. No sloppy or wet backfill will be allowed.

Maximum unit weight will be determined by current methods of Test for Compaction and Density of Soil, AASHTO Designation T-180 or by the Cone Density Method

developed by MDOT, as the material may require.

The ENGINEER shall make compaction tests at all locations requiring granular backfill.

Any depression resulting from settlement of any backfill prior to the date of final payment for all work under this contract shall be brought to the proper grade and surface and made to match the adjacent surface.

B. Materials

Bedding, excavated backfill, and granular backfill shall conform to the requirements that were previously described in Parts 3 and 4 of this specification.

C. Compaction

Backfill material shall be placed in layers not to exceed 12 inches in thickness unless the contractor can demonstrate to the satisfaction of the Engineer that he can consistently attain the specified density on thicker lifts.

Specified compaction shall be obtained with the use of a bulldozer, sheepsfoot roller, mechanical tamper or other similar and effective equipment. Specified compaction means not less than 95 percent (not average 95 percent) of maximum unit weight when tested in accordance with current MDOT Specifications.

If excavated material is not suitable to obtain 95 percent minimum compaction, the CONTRACTOR shall, at his expense, remove unsuitable materials or add granular materials, or both, to obtain ninety-five percent (95%) minimum compaction as specified.

Compaction tests will be made by a representative of the OWNER and paid for by the OWNER, unless otherwise specified in the Contract Documents.

D. Backfilling Trenches

Bedding

The type of bedding required is shown on the detail drawings.

Bedding shall be worked under the haunches of the pipe to provide firm continuous support.

Bedding placed on the sides of and above the pipe shall be compacted by machine tamping to not less than ninety-five percent (95%) of maximum unit weight in layers not exceeding 12 inches in depth.

Trench or Excavated Area

All trenches in paved streets, shoulders, traveled roadways, parking areas and driveways shall be backfilled with suitable excavated backfill or granular backfill, as shown on the drawings from one (1) foot above top of pipe up to the required subgrade elevation which will allow for placement of the required gravel base and/or pavement surface. The approved excavated backfill or granular backfill shall be placed and thoroughly and uniformly compacted by machine tamping to the specified compaction. With the approval of the ENGINEER, water jetting may be accepted in lieu of tamping for granular backfill only.

Specified compaction shall be required of the entire trench when the edge of trench is within three (3) feet of edge of pavement. On road crossings, specified compaction shall extend ten (10) feet beyond the edge of pavement for paved roadways with gravel shoulders or shall extend three (3) feet beyond the back of curb for roadways with curb.

Trenches under concrete sidewalks and bike paths shall be backfilled from one foot above top of pipe to a level four (4) inches below finished grade of the sidewalk with approved suitable excavated backfill or

granular backfill and compacted to ninety-five percent (95%) maximum density.

Trenches not in paved streets, shoulders, traveled roadways, parking areas, driveways or under sidewalks, shall be backfilled from one (1) foot above the top of the pipe up to the ground surface (except as noted under the Restoration Specification) with suitable excavated backfill and shall require compaction equal to adjacent undisturbed earth.

Wherever gas mains, water mains, sewers, or other utilities are located in the trench area, granular backfill shall be used for backfill from bottom of the trench up to the springline of the pipes. Granular backfill shall be placed across the full trench width and extend far enough either side of the existing pipe to allow specified compaction so as to thoroughly support the pipe within the trench area.

E. Backfilling Around Structures

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

24. PLACING AND COMPACTING EMBANKMENT

Embankment material for fill work shall be placed and compacted in accordance with

Section 2.05.03H of the MDOT Standard Specification for Construction.

25. DISPOSAL OF EXCAVATED MATERIAL

After all suitable excavated material has been used on site, the CONTRACTOR shall be responsible for properly removing and disposing of the excess.

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, 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.

Surplus or unsuitable material shall not be disposed of either temporarily or permanently beyond the plan grading limit line or across any wetland or flood plain unless the plans provide for such placement.

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.

Placement of fill on private property may require that the resident or CONTRACTOR obtain a grading permit or fill permit from the OWNER.

26. FINAL CLEANUP & GRADING

Upon completion of the construction, and before final payment is made, the CONTRACTOR shall restore his working area to as clean a condition as existed before his operations were started. He shall go over the entire line and refill any place that may

have settled. He shall then re-grade and put in shape all backfilled trenches, all fills he may have made from excess excavated materials, and all other areas that may have been disturbed through all operations.

27. CONTRACTOR SAFETY REQUIREMENTS

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 his operations in a manner that will protect adjacent property from damage.

Trench 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.

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 workmen, and who will make all the decisions relevant to the stability of trenches, the adequacy of any and all protective devices, proper operation of equipment, and all other matters related to safety.

The CONTRACTOR shall not store, along and adjacent to the trench, excavated material, heavy equipment, backfill materials, sewer pipe, 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

DIGITAL RECORDED VIDEO SURVEY

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GENERAL

1. SCOPE

Prior to commencing 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 written records and flash drives containing digital records shall become the property of the OWNER.

2. FIRM BACKGROUND

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.

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.

3. SCHEDULE

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.

Digital recording shall be done prior to placement of materials or equipment in the construction area. Flash drives containing digital records shall be furnished to the OWNER at least one week prior to the preconstruction meeting.

No construction shall begin prior to review and approval of the digital video by the OWNER.

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.

MATERIALS

4. EQUIPMENT

All equipment, accessories, and materials necessary to perform this service shall be furnished by the CONTRACTOR and the digital recording firm, except for the plans of the proposed area to be digitally recorded

which are to be furnished by the OWNER. The CONTRACTOR shall be responsible for providing any temporary warning signs or barricades if required during the digital recording operations. Digital recordings shall be on high-quality flash drives for lossless picture quality, suitable for uploading and viewing on standard computer systems.

In some instances, digitally recorded coverage may not be suitable for recording necessary details. In such instances, the ENGINEER may specify digital still photographs to provide coverage. Digital photography must be used and the firm shall provide a flash drive containing digital records of all images. A suitable labeling system and description of the location of the photograph shall accompany the photographs in PDF form on the flash drive with the digital photographs.

5. DIGITAL RECORDING

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.

When conventional wheeled vehicles are used, the distance from camera lens to the ground shall not be less than ten (10) feet to insure proper perspective.

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.

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.

Beneath the engineering stationing, periodic transparent alphanumeric information consisting of the project name, location, direction of travel, viewing side, etc., shall appear.

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)

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.

Each digital recording must be taken at 4K resolution (3840 pixels × 2160 lines), 16:9 aspect ratio, and 60 FPS. File types can include .MP4 and .MOV. Prohibited file types include .MEPG, .FLV, .WMV, and .SWF.

6. DIGITAL VIDEO TRACKS

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.

7. LIGHTING REQUIREMENTS

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.

For interior and exterior surfaces of existing buildings, a 500 LED light source with 30W of power consumption and a color range between 3200K-5600K is required 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.

8. DIGITAL VIDEO COVERAGE

a. Construction Zone

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.

Houses and buildings shall be identified visually by house number when visible.

Manholes or other utility structures shall also be identified.

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.

The ENGINEER shall have the authority to designate areas for which coverage may be added or omitted.

b. Interior and Exterior Surfaces

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.

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.

All digital recording shall be done during regular business hours unless otherwise authorized by the OWNER or agreed to by an affected property owner.

9. DIGITAL RECORDING FIRM RESPONSIBILITIES

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.

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.

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.

10. VIDEO IDENTIFICATION AND SUBMITTAL

All flash drives containing digital records shall be properly identified by number, location, project name, and municipality in a manner that is acceptable to the OWNER.

A record of the contents of each flash drive shall be supplied by a log sheet that identifies each segment in the digital recording by location, roll number, street or road viewing, viewing side, starting point, traveling direction, and ending point.

A minimum of three flash drives containing digital records shall be provided 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.

End of Section

RESTORATION

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GENERAL

1. SCOPE OF WORK

This work shall be subject to conditions of the General Conditions, General Specifications and include the furnishing of labor, materials, tools, accessories, equipment and services necessary for restoration of the surfaces shown on the Contract drawings and/or as herein required.

This work shall include replacement of all permanent type roadway surfaces, concrete sidewalks, curb and gutters, driveways, trees, culverts, fences, ditches, and miscellaneous items damaged or removed due to construction. 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.

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 Michigan Department of Transportation (MDOT) Standard Specifications for Construction except where otherwise noted. No permanent surface restoration shall be performed until all underground work has been approved.

In the event that these specifications conflict with those of the OWNER or the controlling agency, the more stringent requirements shall govern.

2. SHOP DRAWINGS

When required by the ENGINEER, shop drawings shall be furnished as prescribed under the General Conditions.

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.

3. MDOT STANDARDS

References to the Michigan Department of Transportation (MDOT) Specifications shall pertain to the 2012 Standard Specifications for Construction.

MATERIALS

4. AGGREGATE

a. Gravel Approaches and Roads

Natural aggregate shall be used for gravel approach (driveways) and road restoration and shall meet the requirements of MDOT 21AA or 22A as shown in Table 902-1 of the MDOT Standard Specifications for Construction.

b. Shoulders

Natural aggregate shall be used for shoulders and shall meet the requirements of MDOT 21AA, 22A, or 23A as shown in Table 902-1 of the MDOT Standard Specifications for Construction.

c. Base Course

Natural aggregate shall be used for base course construction and shall meet the requirements of MDOT 21A, 21AA, or 22A as shown in Tables 902-1 and 902-2 of the MDOT Standard Specifications for Construction.

5. HOT MIX ASPHALT SURFACE, LEVELING, & BASE COURSES

Hot mix asphalt materials used for pavement construction shall meet the requirements of section 501.02 of the MDOT Standard Specifications for Construction or the requirements of the controlling agency as called for on the construction plans.

6. CONCRETE PAVEMENT, SIDEWALKS, CURB & GUTTER

Concrete used for pavement, sidewalk, and curb and gutter construction shall meet the requirements of MDOT grade P1 concrete or the requirements of the controlling agency as called for on the construction plans. MDOT grade P-NC may also be used where circumstances require the use of a

high-early strength concrete. Refer to Table 601-2 of the MDOT Standard Specifications for Construction.

7. TOPSOIL

Topsoil shall be screened and shall consist of loose black-colored soil that is suitable for the growth of grass seed or sod. 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 containing organic matter rich in nutrients with negligible clay content.

Topsoil shall meet the following requirements:

- a. 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.
- b. The organic matter content shall range between 2% and 6% (by dry sample weight).
- c. 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:

Sand.....	40% to 65%
Silt	25% to 60%
Clay	5% to 15%

- d. The gradation shall be as follows:

Sieve Designation	% Passing
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

- e. The soil salinity as measured by the electrical conductivity of a saturated soil

sample shall not exceed 2dS/m (decisiemens/meter).

- f. 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.

8. SEED & FERTILIZER

Seed and fertilizer shall meet the following requirements:

Table R-1

Location	Seeding* Requirement	Fertilizer Requirement
Maintained Lawn Areas	MDOT Type THM Mix (20% Perennial Rye, 30% Kentucky Blue, 50% Red Fescue) applied at 220 lbs./acre	MDOT Class A, 228 lbs./acre
Fields, Slopes & Ditch Banks, Etc.	MDOT Type THV Mix (30% Perennial Rye, 15% Kentucky Blue, 45% Red Fescue, 10% Fults Salt) applied at 220 lbs./acre	MDOT Class B, 120 lbs./acre

* percent mixture proportions by weight

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. Although Table R-1 lists only two typical seeding mixtures, other seeding mixtures shown in MDOT Tables 816-1 and 917-1 may be used where approved by the Engineer.

9. MULCH & MULCH BLANKETS

Mulch and mulch blankets shall meet the following requirements:

- 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 (for moderate runoff condition). Mulch Blankets shall be one of the following or an approved equal:

S1 Erosion Control Blanket –
BonTerra America

Contech ERO-MAT -
Contech Construction Products

Erosion Control Blanket DS-75 –
North American Green

- c. High Velocity Mulch Blankets (for medium to heavy runoff condition). High velocity mulch blankets shall be one of the following or an approved equal:

S2 Erosion Control Blanket –
BonTerra America

Contech High Velocity ERO-MAT –
Contech Construction Products

ECS High Impact Excelsior Blanket –
Erosion Control Systems, Inc.

ECS High Velocity Straw Mat –
Erosion Control Systems, Inc.

Erosion Control Blanket DS-150 –
North American Green

10. SOD

Sod shall meet the requirements of Section 917.13 of MDOT Standard Specifications for Construction. The Contractor shall keep the sod watered until a vigorous growth is established.

Sod must be an upland mineral soil sod. Sod must be grown on loam soils. Sod grown on peat is not acceptable for use.

11. FENCING

Chain link and woven wire fence materials shall meet the requirements of Section 907 of MDOT Standard Specifications for Construction. Chain link fabric shall be as called for on the construction drawings (aluminum-coated, zinc-coated, or vinyl-coated). Fences made of other materials (wood board, split rail, iron, etc.) shall be replaced in kind or as called for on the construction drawings. In this case, fence materials and construction methods shall meet the applicable standards of ASTM.

12. TREES & SHRUBS

Trees and shrubs shall be quality, nursery-grown stock with adequate root growth (balled and burlapped). Nursery stock shall meet the standards of the current edition of the American Standard for Nursery Stock as published by the American Association of Nurserymen, as well as the standards of Section 917 of the MDOT Standard Specifications for Construction.

13. TIMBER POSTS

Timber used for fence, guide, guard and mailbox posts shall meet the requirements of Section 912.08 of the MDOT Standard Specifications for Construction.

14. TRAFFIC SIGNS & POSTS

Traffic and street signs that are removed or damaged shall be replaced in kind. The materials used for such sign and post replacements shall meet the applicable standards of Section 919 of the MDOT Standard Specifications for Construction.

15. PAVEMENT STRIPING

Pavement striping materials shall meet the requirements shown in Section 920 of the MDOT Standard Specifications for Construction.

CONSTRUCTION

16. PAVEMENT RESTORATION

The aggregate and pavement thicknesses shown in the following sections are intended to be a guideline for minimum thicknesses. Thicker sections may be required depending upon the requirements of the OWNER or the controlling agency. All pavements shall be restored to the elevation and section that existed prior to construction.

a. Gravel Shoulders and Approaches

Gravel shoulders and approaches shall be constructed as described in Section 307.03 of the MDOT Standard Specifications for Construction.

Gravel shoulder restoration shall consist of placement and compaction of MDOT 21AA limestone or MDOT 22A gravel on a suitable subgrade to form a minimum six (6) inch thick section. The 21AA limestone or 22A gravel shall be compacted to a minimum density of ninety-eight (98) percent of the maximum unit weight. The restored shoulder width shall match the existing width.

Restoration of gravel approaches shall consist of placement and compaction of MDOT 21AA limestone or MDOT 22A gravel on a suitable subgrade as called for

on the plans to form a minimum six (6) inch thick section. The 21AA limestone or 22A gravel shall be compacted to a minimum density of ninety-eight (98) percent unit of the maximum unit weight. The restored approach width shall match the existing width.

b. Gravel Roads

Restoration of gravel roads shall consist of placement and compaction of MDOT 21AA limestone, MDOT 22A gravel, or MDOT 23A gravel as called for in the plan details to form a minimum eight (8) inch thick section. The restored road width shall match the existing road width. Gravel roads shall be constructed as described in Section 306.03 of the MDOT Standard Specifications for Construction.

c. Aggregate Base Courses

Aggregate 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 Supplemental Specifications, aggregate base courses shall be compacted to a minimum density of ninety-eight (98) percent of the maximum unit weight.

d. Sawcutting

All pavement, curb and gutter, and sidewalk removals shall be accomplished by sawcutting with a power-driven concrete saw. Sawcutting shall be full depth for all pavements (concrete, bituminous, concrete with bituminous overlay).

In bituminous pavement, sawcut lines shall be parallel with or perpendicular to the direction of vehicle travel.

In concrete pavement, sawcut lines shall be cut parallel with pavement joints. Sawcuts shall not be nearer than five (5) feet to a transverse joint, to the center of pavement,

or to the edge of pavement such that no existing or replacement pavement section shall be less than five (5) feet in width. If the proposed sawcut is nearer than five (5) feet to a joint or centerline of a pavement, then removal and replacement shall be extended to said joint or centerline.

If an integral concrete curb is to be removed, then the minimum removal width shall be eighteen (18) inches.

e. Hot Mix Asphalt (HMA) Pavement

Hot mix asphalt pavements shall be constructed in accordance with the plan details and Section 501 of the MDOT Standard Specifications for Construction. Where new asphalt pavement is to adjoin existing asphalt pavement, a two (2) foot wide butt joint shall be constructed. A bond coat shall be applied to the existing pavement surface. Unless otherwise called for in the plan details, the following sections shall apply as a minimum:

Bike paths: 3" HMA over 4" 21AA aggregate base (with soil sterilant application)

Residential driveways: 3" HMA over 6" 21AA aggregate base

Commercial driveways: 4" HMA over 8" 21AA aggregate base; or 8" asphalt

Residential streets: 4" HMA over 8" 21AA aggregate base; or 8" asphalt

Collector road: 9" HMA over 6" 21AA aggregate base

The laboratory density of HMA pavement shall be determined by the Marshall Procedure ASTM D-1559 using 50 blows on each of the specimens as the compactive effort. One set of three (3) specimens shall be made on the first day of placement and on subsequent days as determined by the Engineer.

The measurement of field-compacted density shall be done with a nuclear gage. The percent of compaction obtained shall be determined by dividing the field-compacted density by the laboratory density and multiplying the result by 100. Unless otherwise indicated in the plan details or Supplemental Specifications, all HMA pavements shall be compacted to a minimum calculated density of 97%.

Density tests shall be taken on the completed pavement at a frequency of one test every 500 linear feet of paving lane, except for the last unit which will be 500 linear feet, plus any fractional unit less than 250 feet in length, or will be a fractional unit of 250 feet or more in length. Miscellaneous areas such as intersections, crossovers and widening lanes less than 250 feet long will be tested as directed by the Engineer.

f. Concrete Pavement

Concrete pavements shall be constructed in accordance with the plan details as well as Sections 602 and 801 of the MDOT Standard Specifications for Construction. Where new concrete pavement is to be anchored to old pavement, dowel bars and lane ties shall be installed in accordance with MDOT Standard Plans. Joints shall be installed in the new concrete pavement to match existing joint types and locations. Reinforcing steel shall be similar to that in the existing pavement and shall provide the same cross sectional area of reinforcement per foot as the existing pavement. Unless otherwise called for in the plan details, the following sections shall apply as a minimum:

Residential driveways:	6" non-reinforced concrete over 4" sand base
Commercial driveways:	8" non-reinforced concrete over 4" sand base
Residential	8" non-reinforced concrete

streets: over 6" sand base

Collector road: 9" non-reinforced concrete over 6" sand base

g. Concrete Sidewalk and Ramps

Concrete sidewalks and ramps shall be constructed in accordance with the plan details and Section 803 of the MDOT Standard Specifications for Construction. Unless otherwise called for in the plan details, the following sections shall apply as a minimum:

Sidewalks:	4" concrete over 4" sand base
Sidewalks (at residential drive crossing):	6" concrete over 4" sand base
Sidewalks (at commercial drive crossing):	8" concrete over 4" sand base
Sidewalk ramps:	4" concrete over 4" sand base

h. Concrete Curb and Gutter

Concrete curb and gutter shall be constructed in accordance with plan details and Section 802 of the MDOT Standard Specifications for Construction.

17. TURF ESTABLISHMENT

The CONTRACTOR shall furnish and place topsoil, seed, or sod, and fertilizer for all areas that were disturbed during construction. Seed and sod shall be installed in accordance with the seasonal limitations that are described in section 816.03 of the MDOT Standard Specifications for Construction unless directed otherwise by the Engineer.

a. Topsoil

Unless otherwise called for on the plans, a minimum of three (3) inches of topsoil shall be placed for areas that are to be restored with seeding or sodding. Topsoil shall be placed on a prepared earth bed in accordance with Section 816.03A of the MDOT Standard Specifications for Construction.

The existing earth bed shall be graded such that the placement of topsoil and sod will meet the final plan grades.

b. Seed

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 shown in the table in part 8 of the Materials Section.

c. Mulch and Mulch Blankets

Mulch and mulch blankets shall be placed over seeded areas as called for in Section 816.03E through H of the MDOT Standard Specifications for Construction. If mulch blankets must be secured to a slope, then biodegradable netting and biodegradable earth staples shall be used.

Mulch anchoring shall be considered as incidental to mulch placement unless a pay item for mulch anchoring has been included in the Bid Form.

d. Sod

Sod shall be placed in accordance with Section 816.03D of the MDOT Standard Specifications for Construction.

A sod cutter shall be used to establish a smooth vertical edge when new sod is to abut existing sod.

e. Fertilizer

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 shown in table in Part 8 of the Materials Section.

f. Watering and Maintenance

It is the responsibility of the CONTRACTOR to regularly water new seed and sod in order to establish a dense lawn of permanent grasses that is free from mounds and depressions. Any portion of a sodded area that "browns-out" or does not firmly knit to the soil base, or any portion of a seeded area that fails to show a uniform germination, shall be resodded or reseeded. Such resodding or reseeding shall be at the CONTRACTOR's expense and shall continue until a dense lawn is established.

Watering seed and sod shall be considered as incidental to the turf establishment work unless a pay item for water has been included in the Bid Form.

18. FENCING

Prior to the start of any fence restoration work, the CONTRACTOR shall verify that the line and grade are correct.

a. Removing and Replacing Existing Fences

Fences shall be removed and replaced or shall be removed as indicated on the Plans or as directed by the ENGINEER. If any of the existing material is damaged or destroyed, the CONTRACTOR shall replace the material at his expense. Replacement fence material shall be of a condition comparable to that which existed prior to construction.

After the fence removal or relocation operations are complete, all surplus material shall be removed and disposed of by the CONTRACTOR at his expense unless otherwise called for on the Contract Documents.

Any holes or voids resulting from the fence post removal operation shall be backfilled

with a suitable material, as approved by the ENGINEER.

b. Placing New Fence

Woven wire and chain link fencing shall be installed in accordance with Sections 808.03A and D of the MDOT Standard Specifications for Construction. If called for on the plans, a top rail shall be used in place of tension wire for the chain link fence construction. Other fence types (timber, boulders, decorative rock, etc.) shall be constructed in accordance with plan details.

19. GUARDRAIL

Guardrail shall be placed in accordance with Section 807 of the MDOT Standard Specifications for Construction. Guardrail design shall be approved by the ENGINEER and shall conform to the current applicable standards of the agency that has jurisdiction of the right-of-way.

Any holes or voids resulting from the guardrail post removal operation shall be backfilled with a suitable material, approved by the ENGINEER.

20. TREE & SHRUB PLANTING

Trees and shrubs shall be planted in accordance with Section 815 of the MDOT Standard Specifications for Construction. Nursery stock shall conform to the standards shown in the American Standard for Nursery Stock (ANSI Z60.1-1996).

Watering and cultivating trees and shrubs during the establishment period shall be considered as incidental to the tree and shrub planting work unless a pay item for watering and cultivating has been included in the Bid Form.

21. MAILBOXES

Where mailbox post replacement is called for on the plans, new mailbox posts shall be

furnished and installed in accordance with Section 807 of the MDOT Standard Specifications for Construction and the plan details.

22. TRAFFIC SIGNS & POSTS

Placement of traffic signs and posts shall be done in accordance with the applicable Sections in 810 of the MDOT Standard Specification for Construction, the current edition of the Michigan Manual of Uniform Traffic Control Devices, and the plan details.

23. PERMANENT PAVEMENT STRIPING

Permanent pavement striping shall be placed in accordance with the plan details and Section 811 of the MDOT Standard Specifications for Construction.

24. DRAINAGE STRUCTURES,
CULVERTS, & DITCHES

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 incidental to the project.

25. PROGRESS OF FINAL
RESTORATION

If in the judgement of the OWNER, adequate site restoration efforts are not being expended, including but not limited to, roadway, driveway and drainage maintenance, removal of surplus materials, restoration of all signs, mail boxes and like items, 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.

End of Section

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GENERAL

A. PRICES AND MEASUREMENT:

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.

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.

B. INCIDENTAL ITEMS:

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.

C. PERMITS:

Any permit fees, bonds, and/or permit agency inspection costs will be the responsibility of the Contractor and shall not result in additional cost to the Owner. A list of permits required for this project is shown in the Supplemental Instructions to Bidders section.

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. 5%	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:

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

The pay item will state the maximum amount that can be bid. When the percentage of the original contract amount earned is less than 5 percent, 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.

TRAFFIC MAINTENANCE AND CONTROL

The completed work as measured for TRAFFIC MAINTENANCE AND CONTROL 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 lump sum price shall be payment in full for all labor, materials, and equipment necessary to furnish, install, and maintain all signs, cones, barricades, flagging, etc. as required by the Michigan Manual of Uniform Traffic Control Devices and the Supplemental Specifications. Removal of any temporary signs or other traffic control equipment upon completion of the project shall be considered as incidental to the traffic maintenance and control work.

REMOVE CONCRETE CURB AND GUTTER

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

<u>Pay Item</u>	<u>Pay Unit</u>
Curb and Gutter, Rem	linear foot

Curb and Gutter, Rem shall be measured along the gutter line by linear foot.

The contract unit price shall be payment in full for all labor, materials and equipment required to sawcut, remove, and properly dispose of the concrete curb and gutter offsite.

REMOVE PAVEMENT

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

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

Pavt, Rem 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 pavement off site. The contract unit price shall apply to pavement of any thickness (both bituminous and concrete).

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>
-----------------	-----------------

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Sidewalk, Rem

square yard

Sidewalk, Rem 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.

HOT MIX ASPHALT (HMA) PAVEMENT

The completed work as measured for HOT MIX ASPHALT (HMA) PAVEMENT will be paid for at the contract unit price for the following contract item (pay item):

Pay Item

HMA, 13A, Repair

Pay Unit

tons

HMA pavement for road paving shall be measured in tons based upon certified weight delivery tickets.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to construct the HMA pavement in accordance with the plan details. Furnishing and applying bond coats, pavement compaction, and protection of the work shall all be considered as incidental to HMA pavement construction. For bike or safety path paving, the contract unit price shall also include the application of a suitable soil sterilant (Pramitol 25E, Pramitol 5PS or approved equal) on the Subgrade prior to paving. The application method and coverage rate shall be in accordance with the manufacturer's recommendations.

CONCRETE CURB & GUTTER

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

Pay Item

Curb and Gutter, Conc, Det F3

Pay Unit

linear foot

Curb and gutter shall be measured in place by linear foot. The length shall be measured along the gutter line from end of curb to end of curb. Curb endings and curb drops shall all be measured and paid for as the same Detail as the main line curb.

The contract price shall be payment in full for all labor, materials, and equipment necessary to construct the concrete curb and gutter in accordance with the plan details. Any excavation, subgrade compaction, backfilling behind the curb, disposal of excess materials, joints, curing compound, and placement of curb drops shall be considered as incidental to the curb and gutter construction.

DETECTABLE WARNING

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

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<u>Pay Item</u>	<u>Pay Unit</u>
Detectable Warning Surface	foot

Detectable Warning Surface shall be paid in place by the linear foot. The length shall be measured along the center of the warning surface across the width of the sidewalk.

The contract unit price shall include all labor, material, and equipment necessary to install a two-foot wide detectable warning strip across the full width of the concrete ramp or as directed by the engineer. The detectable warning strips shall be Armor-Tile or approved equal and shall be Brick Red (Federal Color No. 22144) in color. No painted/stamped concrete detectable warning strips shall be allowed. Ramps shall be constructed to full compliance of the ADA STANDARDS FOR ACCESSIBLE DESIGN as published in the Title III regulations (28 CFR Part 36, revised July 1, 1994) issued by the Department of Justice. The ADA Standards for Accessible Design are in Appendix A of the Title III Regulations.

CONCRETE SIDEWALK RAMP

The completed work as measured for CONCRETE SIDEWALK RAMP 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 Ramp, Conc, 6 inch	square foot

Concrete sidewalk ramps shall be measured in place and shall be paid for based upon the length and width measurements of the sidewalk ramp area as determined by the Engineer. The calculation will include the area to receive the detectable warning insert. The insert will be paid for separately as defined under Detectable Warning Surface Bid Item 8. The level landing will be paid for under Concrete Sidewalk, 4", and will not be considered for payment under this item.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to construct sidewalk ramp of the required thickness in accordance with the plan details. Furnishing, placing, and compacting a 4-inch thick sand base shall be considered as incidental to the sidewalk placement. Any necessary excavation, backfill, and disposal of excess materials shall also be considered as incidental to the sidewalk ramp construction.

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.

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 plan details. Furnishing, placing, and compacting a 4-inch thick sand base shall be considered as incidental to the sidewalk placement. Any necessary

excavation, backfill, and disposal of excess materials shall also be considered as incidental to the sidewalk construction.

Ramps shall be constructed to full compliance of the Michigan Department of Transportation (MDOT) Sidewalk Ramp and Detectable Warning Details, R-28-J.

CONCRETE SIDEWALK RETAINING WALL

The completed work as measured for CONCRETE SIDEWALK RETAINING WALL 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 Retaining Wall, Integral, Less than 6 inch height	square foot

Concrete sidewalk retaining wall shall be measured in place and shall be paid for based upon the square foot measurements of the sidewalk area as determined by the Engineer.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to construct the concrete sidewalk retaining wall in accordance with the plan details. Furnishing, placing, and compacting a 4-inch thick sand base shall be considered as incidental to the sidewalk retaining wall placement. Any excavation, subgrade compaction, backfilling behind the retaining wall, disposal of excess materials, joints, rebar and curing compound shall be considered as incidental to the retaining wall construction.

PAVEMENT MARKINGS

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

<u>Pay Item</u>	<u>Pay Unit</u>
Pavt Mrkg, Polyurea, 6 inch, Crosswalk	foot
Pavt Mrkg, Polyurea, 12 inch, Crosswalk	foot

Pavement striping shall be measured in place horizontally by linear foot. The length shall be measured along the painted segment from end to end of paint marks. Pavement marking symbols and legends shall be counted and paid for by each.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to furnish and install the pavement markings in accordance with the plan details and the manufacturer's instructions. All sweeping and preparatory work as well as traffic control and temporary protection of newly placed markings shall be considered as incidental to the pavement marking work. Removal of any temporary pavement markings shall also be considered as incidental unless the Bid Form already includes pay items for removing temporary markings.

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>
Surface Restoration	square yard

Surface Restoration shall be measured in place by square yard and shall be based upon the average length and width measurements of the restored area as determined by the Engineer. Areas disturbed during construction shall be replaced in kind. The Contractor should be aware that this item may increase, or decrease, or be zero depending upon field conditions.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to furnish and place 2" of topsoil, seed, and mulch as called for on the plans and specifications. Application of mulch anchoring shall be considered as included in the placement of the surface restoration. Watering until vigorous turf growth is established shall be considered included.

MISCELLANEOUS RESTORATION ITEMS

Restoration of miscellaneous items such as, but not limited to, street signs, traffic signs, shrubbery and other ornamental landscape items which are damaged, removed, or destroyed by the Contractor in the course of the work shall be repaired or replaced by the Contractor 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.

FINAL CLEAN UP

Final clean up of the job shall be considered as incidental. Items in this category include removal of debris and litter from the site, removal of surplus materials, sweeping, repair of any damages, and clean out of drainage structures located within the work area.

Surface Restoration shall commence immediately upon completion of final grading or as MDOT seasonal limitations dictate.

EASEMENT CONDITIONS

The Contractor shall be required to review and comply with easement conditions that are shown on the plans or contract documents. Compliance with easement conditions shall be considered as incidental to the overall project cost.

RELOCATE OR BRACE UTILITY POLES AND GUY WIRES

The cost of relocating or bracing utility poles and guy wires, including all labor, materials, machinery and equipment, shall be considered incidental to the project and no extra payment shall be made for such work.

WATER VALVE BOX ADJUSTMENT

Adjustment of water valve boxes, if required, shall be considered as incidental to the project cost. The Contractor shall furnish all labor, materials, tools and equipment required to adjust boxes from the existing elevation to the finished elevations.

PRIVATE UTILITY ADJUSTMENT

Adjustment and/or relocation of private utility structures such as gas valves, structure covers, riser boxes, etc. shall be considered as incidental to the project. The Contractor shall furnish all labor, materials, tools, and equipment required to adjust private utility structures to the finished elevations. If private utility structures are to be adjusted and/or relocated by their respective owners, then the Contractor shall be responsible for coordinating this work with the private utility owner as incidental to the project.

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1. GENERAL

These Supplemental Specifications are supplements to the General Conditions and General Specifications. Where conflicts exist between the aforementioned Contract Documents, the conditions in the Supplemental Specifications shall govern.

2. LOCATION OF PROJECT

The project site is located in the City of Ypsilanti, Michigan. Preliminary locations are identified in Appendix D. The final target project areas will be supplied to the contractor prior to contract execution. Work may be required outside of the target area each year.

3. SCOPE OF PROJECT

The work to be done under this Contract includes the furnishing of all materials, equipment, and labor necessary to construct the proposed sidewalk as well as all necessary earthwork, cleaning and restoration in accordance with the plans and specifications.

4. CONSTRUCTION STANDARDS

It is the intention of these specifications to construct all work in accordance with applicable requirements of the City, Washtenaw County, the Michigan Department of Environmental Quality, the Michigan Department of Transportation, and the ADA STANDARDS FOR ACCESSIBLE DESIGN as published in the Title III regulations (28 CFR Part 36, revised July 1, 1994) issued by the Department of Justice, and the plans referenced herein. Where there is a conflict between any of the aforementioned specifications and the permit requirements of the agency controlling the respective utility or rights-of-way, the more restrictive shall govern.

5. PROGRESS MEETINGS

During the life of the project progress meetings may be held to discuss the project status, potential construction problems, the schedule, and other items that may impact the progress of the work. This meeting shall be attended by the CONTRACTOR, any subcontractors whose work is in progress or will be started in the two weeks following the progress meeting, the ENGINEER and the OWNER. The date, place, and time of the first progress meeting will be set at the preconstruction meeting.

6. INCIDENTAL CONTRACT ITEMS

All items of work noted on the plans or in the specifications that are not specifically noted in the Bid Form as a pay item shall be considered incidental to the construction of the project and shall be constructed at no extra cost to the OWNER.

7. PROJECT COORDINATION WITH OWNER & 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.

The CONTRACTOR shall coordinate his construction with all such projects that may be ongoing in the vicinity.

Also, where the CONTRACTOR's work affects the operation of the OWNER's utilities, the CONTRACTOR shall be responsible for coordinating his work with the OWNER. The CONTRACTOR shall give at least 72 hour 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 Contract Unit Prices will be allowed on account of delay or failure of others to complete work scheduled.

8. MINIMUM WAGE REQUIREMENTS

The OWNER has specific minimum wage requirements that can be found on page SIB-1.

9. FEDERAL REQUIREMENTS

This project is being funded in part by the Federal Government. Therefore, it is mandatory that the CONTRACTOR be in compliance with the following Federal Requirements:

- A. Davis-Bacon Act, July 2, 1964 (Title 40, USC, 276A)
- B. Anti-Kickback Act (Title 18, USC 874)
- C. U.S. Department of Labor Regulations and Standards (Title 29, 1, 3 and 5)
- D. Equal Employment Opportunity Act, September 18, 1965 (Executive Order No. 11246)
- E. Federal Occupational Safety and Health Act of 1970
- F. Housing and Urban Development Act of 1968, Section 3, as amended, 12 USC, 1701u

10. FAIR EMPLOYMENT PRACTICES ACT

The CONTRACTOR agrees that neither he nor his subcontractors will discriminate against any employee or applicant for employment. The CONTRACTOR shall not discriminate with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin or ancestry, nor shall age or sex be a condition of employment except where based upon an occupational qualification. Breach of these covenants may be regarded as a material breach of this Contract.

11. OBSERVATION OF CONSTRUCTION

All construction operations will require full time observation by the OWNER's representative. The CONTRACTOR must notify the ENGINEER at least three (3) working days (72 hours) prior to construction and no work shall be performed without the ENGINEER's presence or awareness. Contact the Construction Staffing Coordinator at (734) 522-6711 to schedule observation.

12. HOURS OF WORK

Work may be performed during the hours of 7 a.m. to 7 p.m., Monday through Saturday only. Work at other times may be performed only by written permission of the OWNER.

13. TESTING & SAMPLING

The CONTRACTOR shall furnish all samples of materials necessary for tests as determined by the ENGINEER or the Construction Observer. All samples taken for analysis and tests shall be taken in such a manner as to be truly representative of the entire lot under test. The CONTRACTOR shall furnish such assistance and facilities as the ENGINEER may require for collecting, storing or curing samples. Where materials tests are to be performed by the manufacturer, the certificates of approval shall be submitted to the ENGINEER. The cost of all such testing by manufacturers shall be incidental to the project. Additional required tests on materials in place shall be made at the expense of the OWNER, unless otherwise stipulated.

The OWNER's Agent shall arrange for and furnish testing services as provided by an acceptable independent laboratory as part of this Contract. These services shall be as follows, in addition to the testing requirements noted in the General Conditions:

All concrete shall be slump and air tested, with cylinders taken (as noted above) in compliance with the current MDOT Standard Specifications for Construction.

There may be areas with uncompacted fill material or organic materials; as a result, all areas within the influence of proposed pavement shall be proof rolled as a minimum, to the satisfaction of the ENGINEER. Some testing may be required.

All aggregate base and pavement shall be tested for compaction. A reputable firm, approved by the ENGINEER shall extensively test all such areas with a nuclear densimeter. In addition, all utility crossings and the areas immediately adjacent to any structures in the pavement shall be specifically tested. Areas which fail shall be compacted further and retested. Failure to pass a second test shall be reason to undercut and refill the area, as directed by the ENGINEER, with careful attention to compaction.

14. STAKING

When necessary, the ENGINEER will provide construction staking. The staking shall consist of horizontal and/or vertical control staking for the sidewalk construction. The CONTRACTOR is responsible for providing a written request for staking to the ENGINEER at least seventy-two (72) hours in advance of starting work. Staking requests should be faxed to the attention of the OHM Survey Department at (734) 522-6427. The CONTRACTOR shall carefully preserve all stakes set by the ENGINEER. In the case of willful or careless destruction, the ENGINEER shall provide the restaking and the CONTRACTOR shall be charged with the resulting expense and shall be responsible for delays and errors caused by unnecessary loss or disturbance of the stakes. The expense for restaking will be entered as a deduction on pay estimates and the resulting amount retained by the OWNER for payment of restaking.

15. TRAFFIC MAINTENANCE & CONTROL

A. General

During the course of construction, provisions must be made to maintain access for emergency vehicles at all times. Where possible and when directed by the ENGINEER, all streets must be left open to traffic at the end of each working day. Traffic maintenance and control as defined in this section shall be considered as included in the unit bid prices or lump sum bid prices that are given in the Bid Form.

All work for maintaining traffic and control shall be in accordance with Section 812 of the 2012 MDOT Standard Specifications for Construction and the current edition of the Michigan Manual of Uniform Traffic Control Devices, (MMUTCD). The Contractor shall also comply with work zone sign requirements as described in Public Act 315 of 2003.

The CONTRACTOR shall conduct his operations and use of equipment in such a manner that traffic will be maintained throughout the entire length of the project. When conditions are such as to warrant variations from this requirement, the procedure to be followed shall be approved by the ENGINEER prior to such procedure being put into effect.

The CONTRACTOR shall furnish, erect and maintain all barricades, signs and lights as required according to the current edition of the MMUTCD. Flagmen shall also be provided by the CONTRACTOR as necessary to protect the vehicular and pedestrian traffic and the work within the work zone areas. CONTRACTOR shall be responsible for notifying concerned parties such as Police, Fire, and school officials if a road closure and/or detour will be in effect. The CONTRACTOR shall notify the same parties when the road has been reopened.

Once work on a particular utility is begun, the CONTRACTOR must continue his work to completion. The OWNER will not permit random movements of work operations among the project area that tend to confuse traffic patterns.

B. Provision for Local Traffic

During the progress of the work, the CONTRACTOR shall accommodate both local vehicular and pedestrian traffic along the roads.

Access to all residences and businesses shall be maintained except as noted on the plans or as directed by the ENGINEER.

The CONTRACTOR's truck and equipment operations on public streets shall be governed by all local traffic ordinances and regulations of the Fire and Police Departments, the OWNER, the Ypsilanti Community Utilities Authority, the Ypsilanti Housing Commission, Washtenaw County, and Michigan Department of Transportation.

C. Existing Warning and Regulatory Signs

Wherever possible, all existing signs on this project are to be preserved and maintained as incidental to the project.

Where it is not possible to preserve existing traffic control signs and street name signs, they shall be removed, temporarily reset and maintained by the CONTRACTOR. Upon completion of the project, the CONTRACTOR will reset traffic control signs and street name signs in the proper position.

In cases where new signs are called for, they shall be placed in accordance with the requirements outlined elsewhere in the Contract Documents.

Any new or existing signs damaged by the CONTRACTOR shall be replaced in kind by him at no additional cost to the OWNER.

D. Lane Closures and Detours

Any lane closures or detours shall be approved by the OWNER and the appropriate governing agency, and shall meet their specifications and standards as well as those of the MMUTCD. Where there are conflicts, the more restrictive requirement shall apply. If any type of closure is to occur during twilight or darkness, proper lighting will be required.

E. Construction Signs and Barricades

Warning signs and barricade configurations shall meet the requirements of the City of Ypsilanti, Ypsilanti Community Utilities Authority, and the Michigan Department of Transportation.

The CONTRACTOR shall not begin any operation on the project until all required signs and barricades have been set.

All signs to be used during twilight or darkness shall be reflectorized, in good condition, with two continuous flashing lights.

The construction site shall at all times be maintained and left in a clean, neat, and safe condition, including any construction signing.

After working hours, signs that are not appropriate shall be covered and/or removed so that motorists will not be confused. The CONTRACTOR shall also remove and replace or cover (where practical) existing traffic signs that may conflict with the proposed construction.

16. LOAD RESTRICTIONS ON LOCAL STREETS

The CONTRACTOR shall not operate heavy trucks or equipment on any side street within the project area without permission from ENGINEER, the OWNER or appropriate governing agency.

17. UTILITIES

For protection of underground utilities, the CONTRACTOR shall contact "Miss Dig" at 1800-482-7171 a minimum of three (3) working days prior to excavating. This does not relieve the CONTRACTOR of the responsibility of notifying utility owners who may not be part of the "Miss Dig" alert system.

Utility relocation work is not expected to be necessary for this project.

Work stoppages by employees of utility companies or any occurrence which results in a delay in utility relocations on this project may be considered as a basis for a claim for an extension of the time of completion, but will not be considered as a basis for a claim for extra compensation or an adjustment in Contract Unit Prices. The amount of any such time extension will be based upon the amount of delay actually experienced as a result of the utility relocation delay.

18. EMERGENCY REPAIR

When the CONTRACTOR is not actively performing work on a particular construction site, situations of an emergency nature may arise as a result of uncompleted work. Such situations may affect, directly or indirectly, public and/or private property, and may ultimately affect the health, safety, and welfare of individuals or the general public. The intent of this article is to provide a procedure to eliminate these problems as they occur. While these problem situations can and do readily develop as emergencies, the ENGINEER shall direct field related operations and require immediate efforts by the CONTRACTOR to remedy the deficiency in a method of his choosing because of his expertise in the field, time being of the essence. The correction of

the “emergency” which may arise when no activity exists on the construction site shall be handled in the following manner:

- A. The ENGINEER shall observe the site, take any necessary photographs and/or prepare any necessary sketches of conditions at the site to determine that the situation constitutes an emergency.
- B. The ENGINEER then has three alternative sources of manpower and equipment to be selected to remedy the emergency situation in the following order:
 - 1. The CONTRACTOR under Contract with the OWNER to perform all work on the site location in question;
 - 2. The OWNER’s Department of Public Works or YCUA
 - 3. An independent CONTRACTOR designated by the OWNER.

Since the nature and extent of most unfinished work on a particular construction site is well known by both the ENGINEER’s authorized agent and the CONTRACTOR at the time of declaring such an “emergency situation” as set forth herein before; the CONTRACTOR under Contract to the OWNER for the particular project would be the first party notified and would be expected to respond immediately with necessary manpower and equipment to remedy the problem.

If a reasonable time to respond to the emergency notification is not evident, in the best judgment of the ENGINEER, then the CONTRACTOR shall be judged to have waived his rights to physically correct the problem, but not his obligations to pay for such a physical correction or damages resulting there from. The ENGINEER shall then contact the OWNER’s DPW or YCUA for their assistance in correcting the “emergency situation”. Where existing commitments by the DPW or YCUA prohibit their immediate response to the request by the ENGINEER, the ENGINEER shall finally direct that corrective measures be performed by the independent contractor previously contacted by the OWNER to perform such emergency work when so directed.

Since the cost for all remedial work undertaken by the CONTRACTOR on this project shall be borne by the CONTRACTOR and it is necessary to engage the services of the DPW or YCUA or an independent contractor, then all costs incurred would be deducted from monies due and payable to the CONTRACTOR on the particular project as set forth on any ensuing regular job estimates.

Typical costs which will be deducted from Contract monies due would be:

- A. Payroll wages
- B. Material bills
- C. Equipment rental (Ann Arbor area rates) and moving costs
- D. 15% profit and overhead for independent contractor

E. 10% administrative costs

F. Observation costs

19. USE OF WATER

CONTRACTOR shall not make a connection to any fire hydrant without first obtaining the necessary permit (meter) from Ypsilanti Community Utilities Authority. The CONTRACTOR shall be charged for all water used. Contact Scott Westover at YCUA for more information at 734-484-4600.

20. ASPHALT AND PAVEMENT CONSTRUCTION

Asphalt and concrete pavements shall be constructed in accordance with the 2012 MDOT Standard Specifications for Construction unless otherwise indicated in the Supplemental Specifications, Appendix, plan notes, or plan details.

21. MAIL/NEWSPAPER BOXES

The CONTRACTOR shall remove mailboxes that may conflict with the new construction and replace to their original location in accordance with requirements of the U.S. Post Office. Any mailbox or post not indicated on the plans for removal or replacement that is damaged by the CONTRACTOR's operations shall be replaced in kind by the CONTRACTOR at no additional charge to the OWNER. If temporary street closures or construction activities occur which prohibit delivery of mail by the postal department, then alternate provisions for mail delivery shall be provided by the CONTRACTOR and approved by the OWNER, also at no additional charge to the OWNER.

22. ACCOMODATIONS FOR ACCESS DURING CONSTRUCTION

The CONTRACTOR shall provide for accessible access during construction to the extent possible. Concrete removed shall be replaced the same day unless prior authorization is received from the ENGINEER. Asphalt replacement, where required, shall be completed within 24 hours of the placement of the concrete curb and gutter.

23. INSURANCE SPECIFICATION MODIFICATIONS

Insurance Specifications, Items 2.3.2, Paragraph B:

In addition to the City of Ypsilanti (OWNER) and Orchard, Hiltz & McCliment, Inc. (ENGINEER), the following shall be covered under the OWNER's Protective Liability Policy:

1. Ypsilanti Community Utilities Authority (YCUA)
2. YCUA Board of Commissioners, jointly and individually
3. All of YCUA Employees, Agents and Consultants, individually
4. City of Ypsilanti

5. Ypsilanti City Council, jointly and individually

6. City of Ypsilanti Housing Commission

24. GENERAL SPECIFICATION MODIFICATIONS

Page GS-1, item 3, Soil Erosion and Sedimentation Control, should read as follows:

The CONTRACTOR shall comply with the requirements of the Soil Erosion and Sedimentation Control Act of the State of Michigan, Part 91 of Act 451 of the Public Acts of 1994 and with all the requirements, rules and standards of the official enforcing agent for the project location. Page GS-4, item 15, Cleanliness of the Work Site and Streets, add the following paragraph to the end of the section:

“The CONTRACTOR shall perform all roadway and driveway maintenance operations, including but not necessarily limited to aggregate placement and grading throughout during the duration of the Contract and at times as directed by the ENGINEER.” The CONTRACTOR shall specifically perform these operations before noon on Fridays in preparation for the weekend and before noon on Mondays.

Page GS-4, item 16, Dust Control, add the following after the third sentence of the first paragraph:

“At a minimum, dust control materials shall be applied by no later than noon on Mondays and Fridays during the duration of the Contract and at other times as directed by the ENGINEER.”

Page GS-6, item 20, Water, the third paragraph should read: Existing public water systems shall be operated by the CONTRACTOR. All valves shall be operated exclusively by the CONTRACTOR’s personnel.

Operation of valves by CONTRACTOR only in presence and direction of OHM and/or YCUA. 48 hours notice shall be given to OHM of all intended shut downs.

25. TECHNICAL SPECIFICIATION MODIFICATIONS

Modify EARTHWORK as follows:

Page EA-2, item 4, part b, BACKFILL, Granular Backfill, delete the reference to “MDOT Specification for Granular Material Class II or III” and replace it with “MDOT Specification for Granular Material Class II.” Delete the second paragraph in its entirety.

Page EA-2, item 4, part b, BACKFILL, Granular Backfill, delete “in the opinion of the ENGINEER”

Page EA-6, item 23, part a, BACKFILLING, General, delete the reference to “MDOT Specification for Granular Material Class III” and replace it with “MDOT Specification for Granular Material Class II.”

Modify RESTORATION as follows:

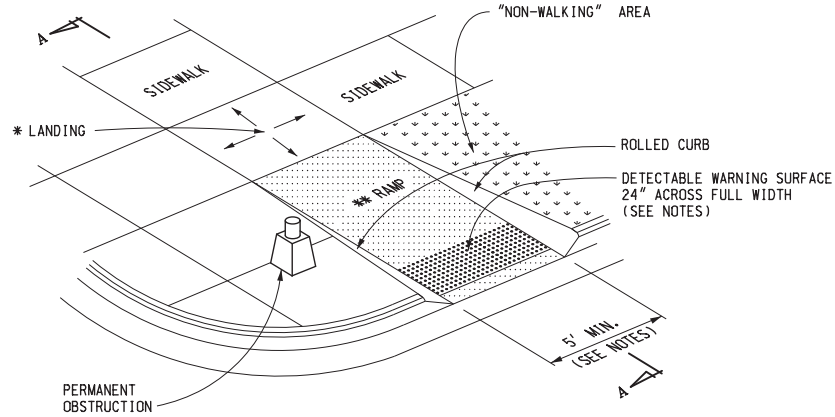
Page R-2, Item 7, TOPSOIL, delete the existing paragraph and replace with

Topsoil shall be fertile, friable, without admixture of subsoil. Topsoil is to be free of glass, stones greater than one inch in any dimension, roots, sticks, weeds, undesirable grasses and other extraneous materials. Topsoil is to consist of 40% minimum silt, 6% minimum organics, and 10% maximum clay content. Topsoil is to be final screened thru a 5/8 inch maximum mesh screen prior to delivery to site. The ENGINEER shall review source and final screen results prior to release of the topsoil. The CONTRACTOR shall submit a certified analysis of the topsoil from each source to the ENGINEER for approval prior to delivery.

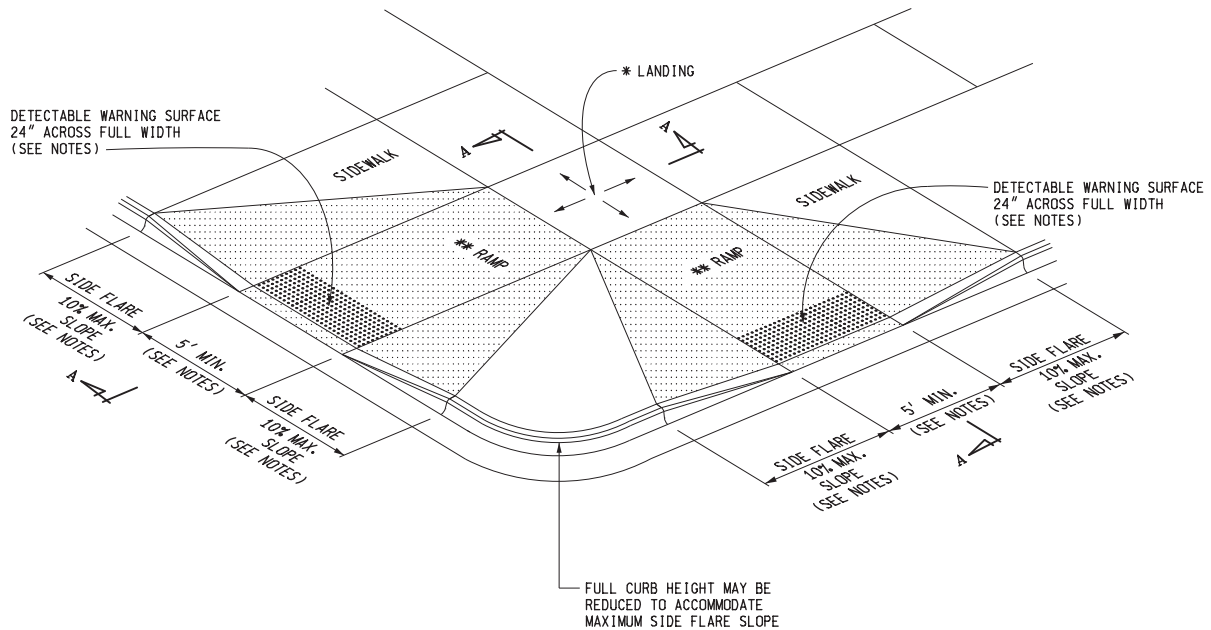
Appendix A:
MDOT Standard Plan R-28-J

* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

** MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



SIDEWALK RAMP TYPE R
(ROLLED SIDES)



SIDEWALK RAMP TYPE F
(FLARED SIDES, TWO RAMPS SHOWN)



PREPARED
BY
DESIGN DIVISION
DRAWN BY: B.L.T.
CHECKED BY: W.K.P.

APPROVED BY: _____
DIRECTOR, BUREAU OF FIELD SERVICES

APPROVED BY: _____
DIRECTOR, BUREAU OF DEVELOPMENT

DEPARTMENT DIRECTOR
Kirk T. Steudle

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

SIDEWALK RAMP AND DETECTABLE WARNING DETAILS

F.H.W.A. APPROVAL

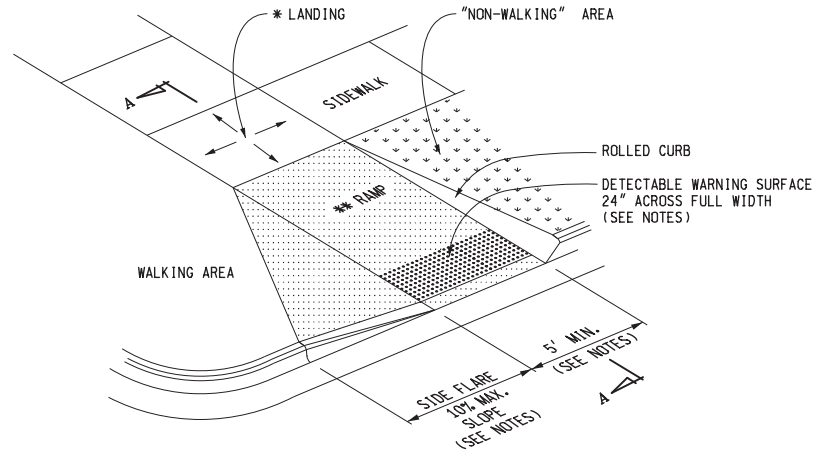
3-15-2016
PLAN DATE

R-28-J

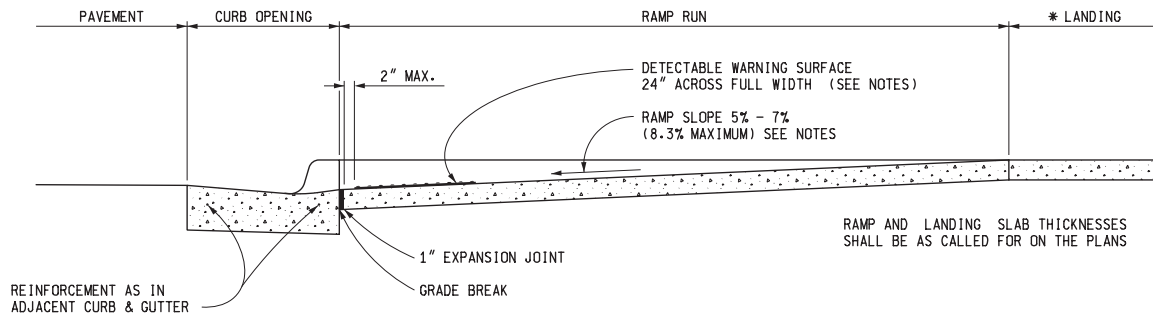
SHEET
1 OF 7

* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

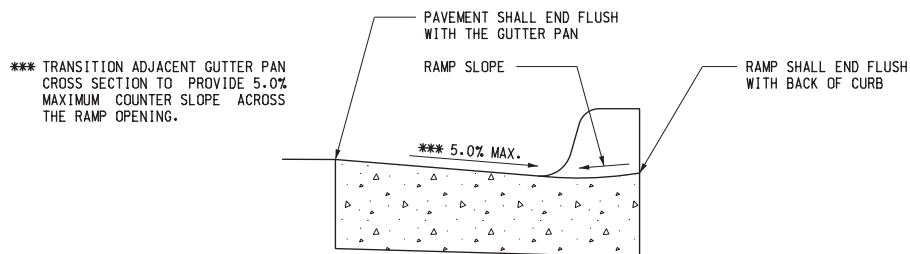
** MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



SIDEWALK RAMP TYPE RF
(ROLLED / FLARED SIDES)



SECTION A-A



SECTION THROUGH CURB OPENING
(TYPICAL ALL RAMP TYPES)

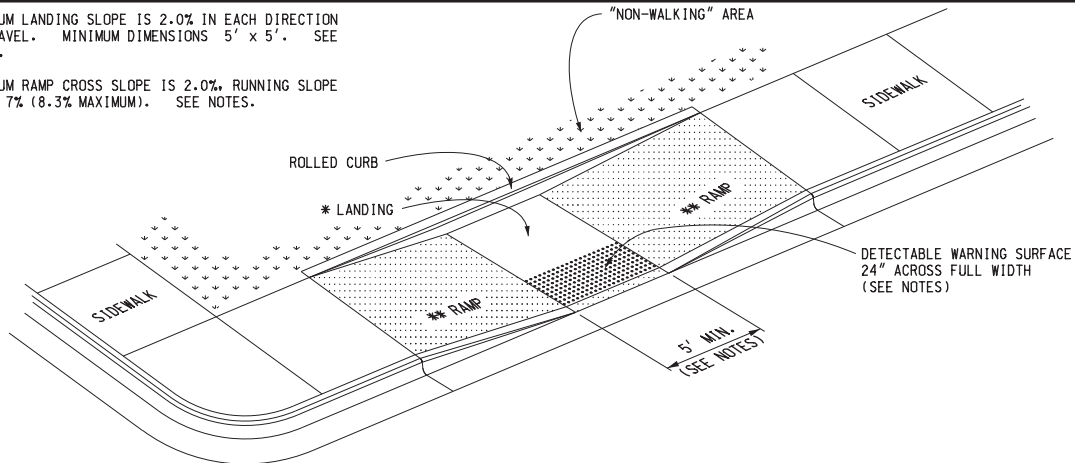
MICHIGAN DEPARTMENT OF TRANSPORTATION
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DETECTABLE WARNING DETAILS**

F.H.W.A. APPROVAL	3-15-2016 PLAN DATE	R-28-J	SHEET 2 OF 7
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* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

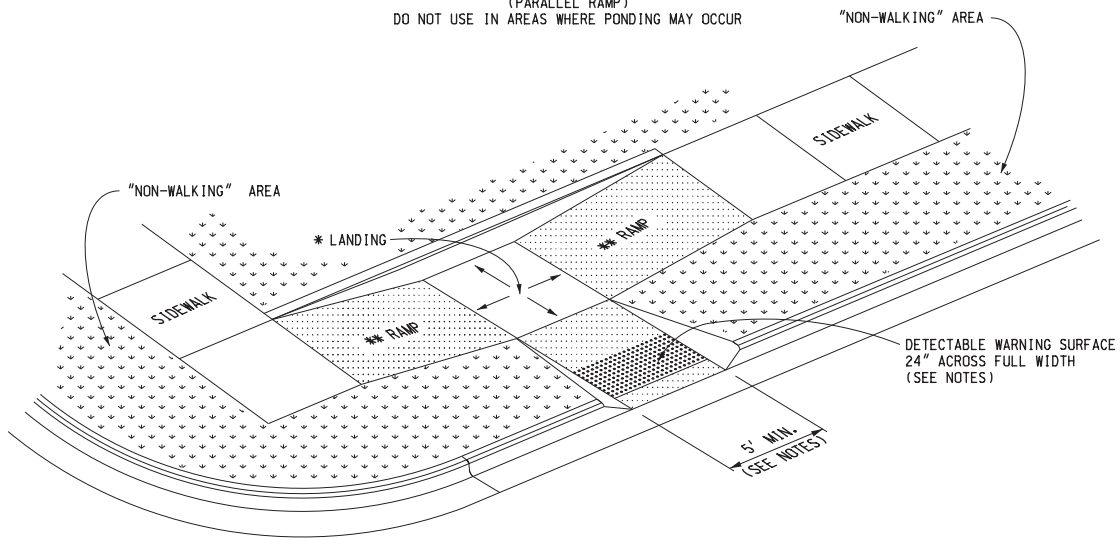
** MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



SIDEWALK RAMP TYPE P

(PARALLEL RAMP)

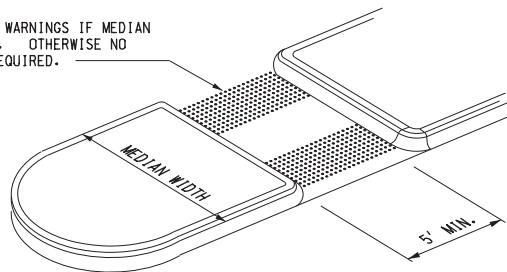
DO NOT USE IN AREAS WHERE PONDING MAY OCCUR



SIDEWALK RAMP TYPE C

(COMBINATION RAMP)

USE 24" DEEP DETECTABLE WARNINGS IF MEDIAN WIDTH IS AT LEAST 6'-0". OTHERWISE NO DETECTABLE WARNING IS REQUIRED.



SIDEWALK RAMP TYPE M

(MEDIAN ISLAND)

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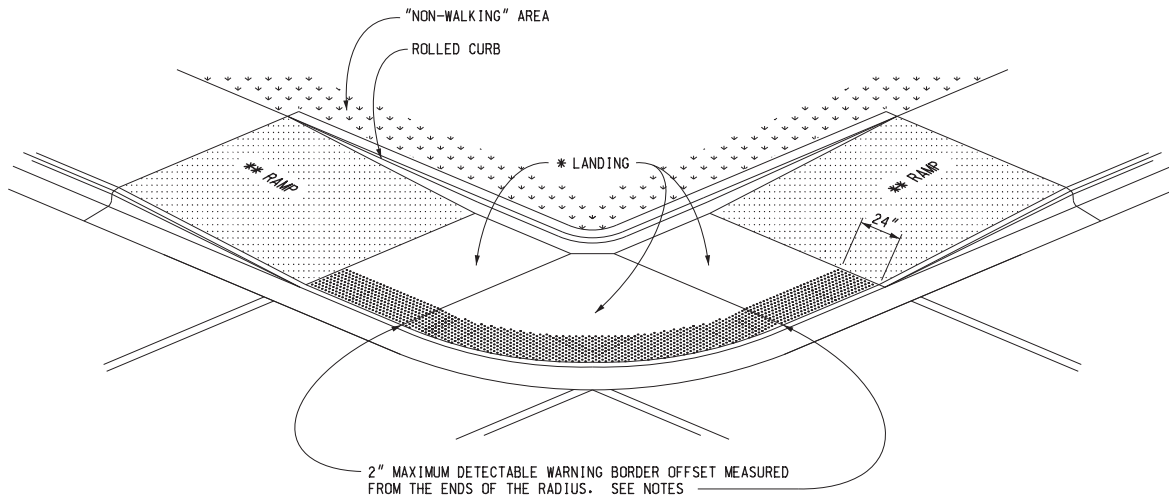
3-15-2016
PLAN DATE

R-28-J

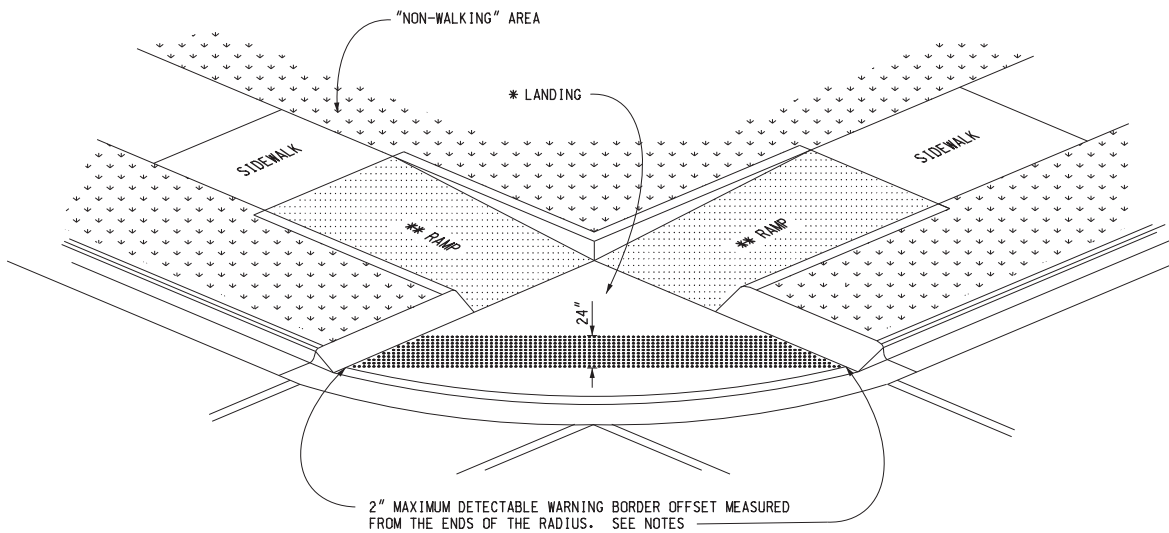
SHEET
3 OF 7

* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

** MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



(RADIAL DETECTABLE WARNING SHOWN)



(TANGENT DETECTABLE WARNING SHOWN)

SIDEWALK RAMP TYPE D

(DEPRESSED CORNER)

USE ONLY WHEN INDEPENDENT DIRECTIONAL RAMPS CAN NOT BE CONSTRUCTED FOR EACH CROSSING DIRECTION

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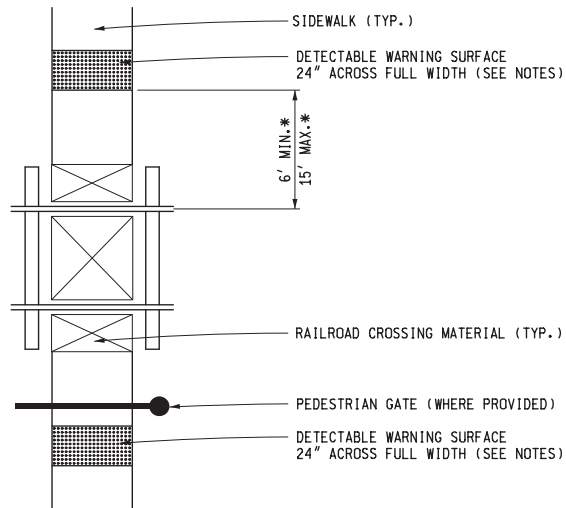
F.H.W.A. APPROVAL

3-15-2016
PLAN DATE

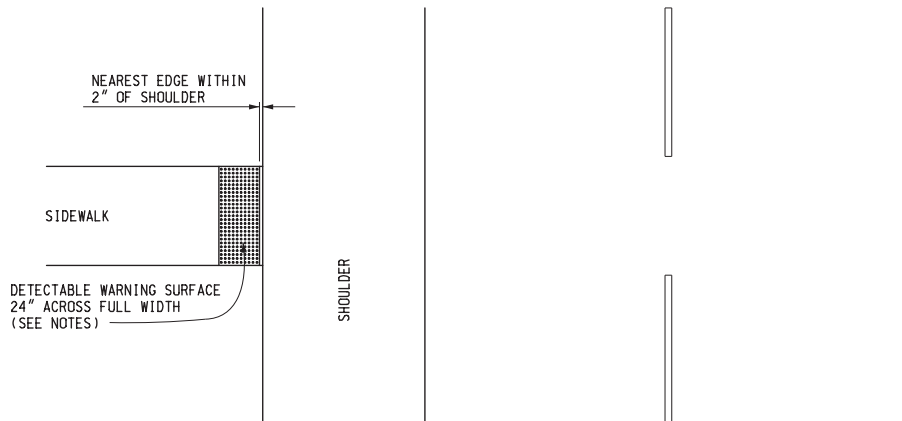
R-28-J

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* THE DETECTABLE WARNING SURFACE SHALL BE LOCATED SO THAT THE EDGE NEAREST THE RAIL CROSSING IS 6' MINIMUM AND 15' MAXIMUM FROM THE CENTERLINE OF THE NEAREST RAIL. DO NOT PLACE DETECTABLE WARNING ON RAILROAD CROSSING MATERIAL.

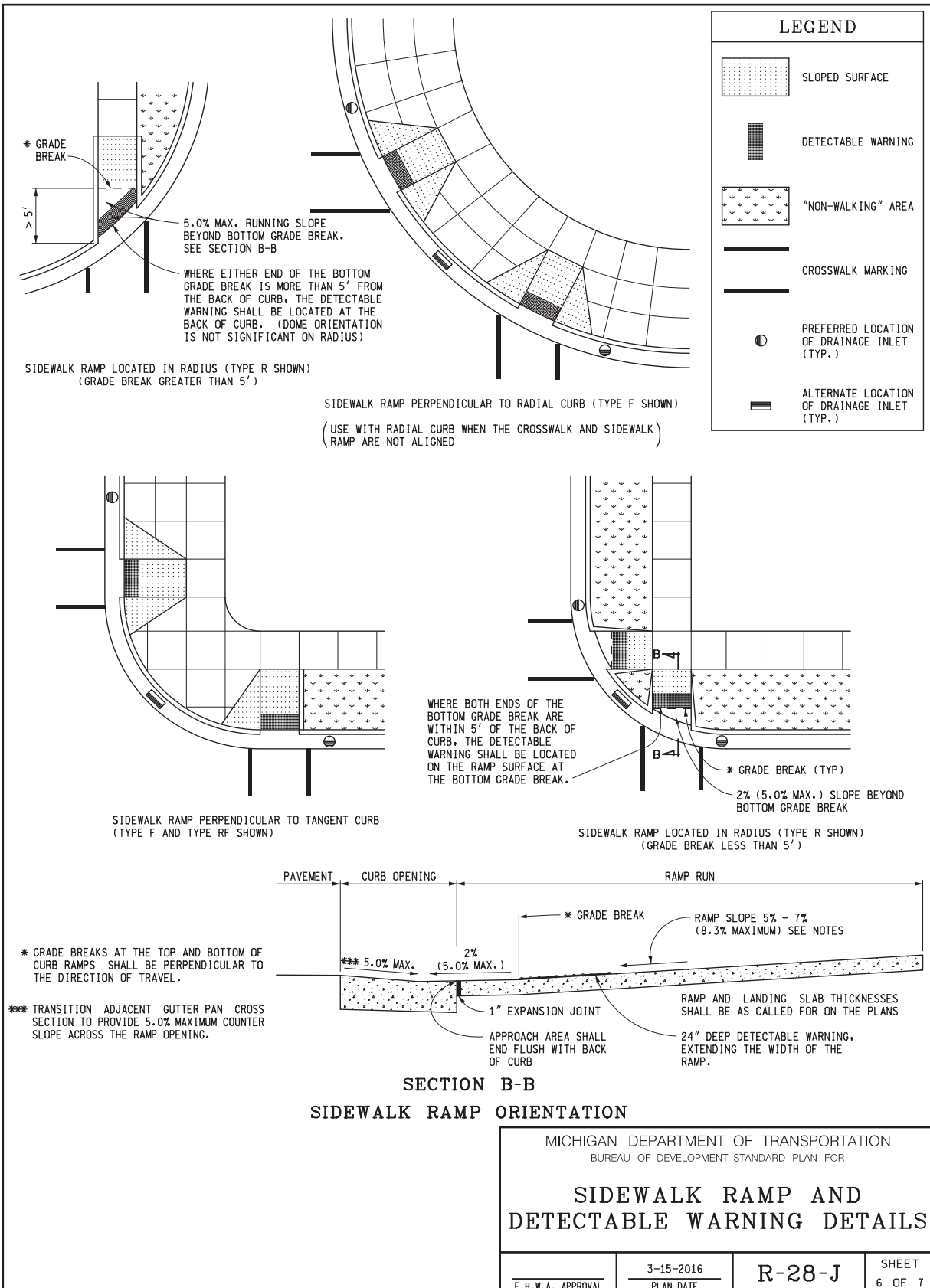


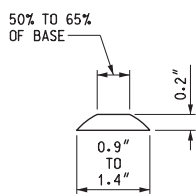
DETECTABLE WARNING AT RAILROAD CROSSING



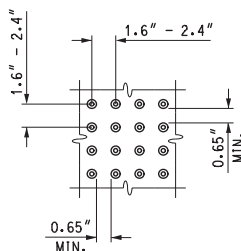
DETECTABLE WARNING AT FLUSH SHOULDER OR ROADWAY

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SIDEWALK RAMP AND DETECTABLE WARNING DETAILS			
F.H.W.A. APPROVAL	3-15-2016 PLAN DATE	R-28-J	SHEET 5 OF 7

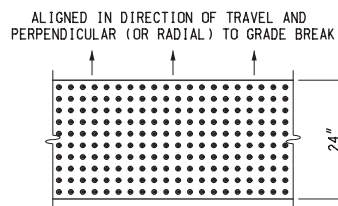




DOME SECTION



DOME SPACING



DOME ALIGNMENT

DETECTABLE WARNING DETAILS

NOTES:

DETAILS SPECIFIED ON THIS PLAN APPLY TO ALL CONSTRUCTION, RECONSTRUCTION, OR ALTERATION OF STREETS, CURBS, OR SIDEWALKS IN THE PUBLIC RIGHT OF WAY.

SIDEWALK RAMPS ARE TO BE LOCATED AS SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

RAMPS SHALL BE PROVIDED AT ALL CORNERS OF AN INTERSECTION WHERE THERE IS EXISTING OR PROPOSED SIDEWALK AND CURB. RAMPS SHALL ALSO BE PROVIDED AT MARKED AND/OR SIGNALIZED MID-BLOCK CROSSINGS.

SURFACE TEXTURE OF THE RAMP SHALL BE THAT OBTAINED BY A COARSE BROOMING, TRANSVERSE TO THE RUNNING SLOPE.

SIDEWALK SHALL BE RAMPED WHERE THE DRIVEWAY CURB IS EXTENDED ACROSS THE WALK.

CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON THE RAMP. WHERE CONDITIONS PERMIT, IT IS DESIRABLE THAT THE SLOPE OF THE RAMP BE IN ONLY ONE DIRECTION, PARALLEL TO THE DIRECTION OF TRAVEL.

RAMP WIDTH SHALL BE INCREASED, IF NECESSARY, TO ACCOMMODATE SIDEWALK SNOW REMOVAL EQUIPMENT NORMALLY USED BY THE MUNICIPALITY.

WHEN 5' MINIMUM WIDTHS ARE NOT FEASIBLE, RAMP WIDTH MAY BE REDUCED TO NOT LESS THAN 4' AND LANDINGS TO NOT LESS THAN 4' x 4'.

DETECTABLE WARNING SURFACE COVERAGE IS 24" MINIMUM IN THE DIRECTION OF RAMP/PATH TRAVEL AND THE FULL WIDTH OF THE RAMP/PATH OPENING EXCLUDING CURBED OR FLARED CURB TRANSITION AREAS. A BORDER OFFSET NOT GREATER THAN 2" MEASURED ALONG THE EDGES OF THE DETECTABLE WARNING IS ALLOWABLE. FOR RADIAL CURB THE OFFSET IS MEASURED FROM THE ENDS OF THE RADIUS.

FOR NEW ROADWAY CONSTRUCTION, THE RAMP CROSS SLOPE MAY NOT EXCEED 2.0%. FOR ALTERATIONS TO EXISTING ROADWAYS, THE CROSS SLOPE MAY BE TRANSITIONED TO MEET AN EXISTING ROADWAY GRADE. THE CROSS SLOPE TRANSITION SHALL BE APPLIED UNIFORMLY OVER THE FULL LENGTH OF THE RAMP.

THE MAXIMUM RUNNING SLOPE OF 8.3% IS RELATIVE TO A FLAT (0%) REFERENCE. HOWEVER, IT SHALL NOT REQUIRE ANY RAMP OR SERIES OF RAMPS TO EXCEED 15 FEET IN LENGTH.

DRAINAGE STRUCTURES SHOULD NOT BE PLACED IN LINE WITH RAMPS. THE LOCATION OF THE RAMP SHOULD TAKE PRECEDENCE OVER THE LOCATION OF THE DRAINAGE STRUCTURE. WHERE EXISTING DRAINAGE STRUCTURES ARE LOCATED IN THE RAMP PATH OF TRAVEL, USE A MANUFACTURER'S ADA COMPLIANT GRATE. OPENINGS SHALL NOT BE GREATER THAN 1/2". ELONGATED OPENINGS SHALL BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE DOMINANT DIRECTION OF TRAVEL.

TRANSITION THE GUTTER PAN CROSS SECTION SUCH THAT THE COUNTER SLOPE IN THE DIRECTION OF RAMP TRAVEL IS NOT GREATER THAN 5.0%. MAINTAIN THE NORMAL GUTTER PAN CROSS SECTION ACROSS DRAINAGE STRUCTURES.

THE TOP OF THE JOINT FILLER FOR ALL RAMP TYPES SHALL BE FLUSH WITH THE ADJACENT CONCRETE.

CROSSWALK AND STOP LINE MARKINGS, IF USED, SHALL BE SO LOCATED AS TO STOP TRAFFIC SHORT OF RAMP CROSSINGS. SPECIFIC DETAILS FOR MARKING APPLICATIONS ARE GIVEN IN THE "MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES".

FLARED SIDES WITH A SLOPE OF 10% MAXIMUM, MEASURED ALONG THE ROADSIDE CURB LINE, SHALL BE PROVIDED WHERE AN UNOBSTRUCTED CIRCULATION PATH LATERALLY CROSSES THE SIDEWALK RAMP. FLARED SIDES ARE NOT REQUIRED WHERE THE RAMP IS BORDERED BY LANDSCAPING, UNPAVED SURFACE OR PERMANENT FIXED OBJECTS. WHERE THEY ARE NOT REQUIRED, FLARED SIDES CAN BE CONSIDERED IN ORDER TO AVOID SHARP CURB RETURNS AT RAMP OPENINGS.

DETECTABLE WARNING PLATES MUST BE INSTALLED USING FABRICATED OR FIELD CUT UNITS CAST AND/OR ANCHORED IN THE PAVEMENT TO RESIST SHIFTING OR HEAVING.

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SIDEWALK RAMP AND DETECTABLE WARNING DETAILS

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Appendix B:
Federal Requirements and Wage Decisions

Required Bid and Contract Documents
Washtenaw County Community Development Block Grant (CDBG) Program
Public Infrastructure and Facilities Improvement Projects

This is a Federally funded project. The contractor and subcontractors must comply with HUD procurement provisions in CFR 24 Part 85.36, Equal Employment Opportunity requirements, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, and other requirements as set forth in the bid documents. Minority and Women Owned Business Enterprises and Section 3 Business Concerns seeking bid opportunities under this project are encouraged to respond.

Enclosed is a set of documents related to compliance with Federal and local requirements concerning public infrastructure and facilities improvement projects under Washtenaw County's Community Development Block Grant (CDBG) program:

1. Federal Contract Provisions
2. Federal Labor Standards Provisions
3. Equal Opportunity
 - a. Equal Opportunity Clause
 - b. Standard Federal Equal Employment Opportunity Construction Contract Specifications
 - c. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
4. Required Contractor Documents
 - a. Sub-Contractor Information Sheet
 - b. Project Wage Rate Sheet
 - c. Equal Employment Opportunity Poster
 - d. Employee Rights Under the Davis-Bacon Act Poster
 - e. Certified Payroll
 - f. Payroll Deduction Authorization for "Other Deductions" on Certified Payroll
 - g. Waiver of Lien
 - h. Full Unconditional Waiver
 - i. Sworn Statement
5. Project Wage Decision

Federal Contract Provisions

Federal Contract Provisions

1. Contracts other than small purchases shall contain administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
2. All contracts in excess of \$10,000 shall contain suitable provision for termination for cause and for convenience by the grantee, including the manner by which it will be effected and the basis for settlement.
3. All contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
4. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
5. All construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (29 CFR, Part 5).
6. Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR, Part 5).
7. The contract shall include notice of requirements and regulations pertaining to reporting and patent rights respect to any discovery or invention which arises or is developed in the course of or under such contract, and of grantor agency requirements and regulations pertaining to copyrights and rights in data.
8. All negotiated contracts awarded by grantees shall include a provision to the effect the grantee, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

9. Grantees shall require contractors to maintain all required records for three years after grantees make final payments and all other pending matters are closed.
10. Contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use of non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grant agency and to the USEPA Assistance Administrator for Enforcement (EN-329).
11. Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Federal Labor Standards Provisions

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Equal Opportunity

EQUAL OPPORTUNITY CLAUSE
Executive Order 11246, as amended: 41 CFR Part 60-1.4(b)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS
(Executive Order 11246: 41 CFR Part 60.4.3)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has

employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR part 60-4 become effective.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
Executive Order 11246: 41CFR Part 60-2

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time- tables	Goals for minority participation for each trade	Goals for female participation in each trade
	8.5%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

Required Contractor Documents

SUB-CONTRACTOR INFORMATION SHEET

Project:	Phone:
General Contractor (Name of Company) & Federal Identification Number & Race of Owner and WBE Status of Owner(s):	Address:

Sub-Company Name/Federal Identification Number/Street Address/City/State/Zip	Contact Person	Phone	Work Done	Sub- Contract Amount	Paid (Y) (N)
				MBE/WBE?	Race
				MBE/WBE?	Race
				MBE/WBE?	Race
				MBE/WBE?	Race

Attach additional sheet(s) if necessary

WAGE REQUIREMENT DATA SHEET

(Please submit before starting work on job)

PROJECT NAME: _____ PROJECT NO: _____ PROJECT LOCATION: _____ _____ _____ COUNTY/STATE: _____	SUBCONTRACTOR'S NAME AND ADDRESS: _____ _____ _____ _____ PHONE NO: _____ IRS NO: _____
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WAGE DECISION USED FOR THIS PROJECT: MI _____ MODIFICATION _____ DATE _____

CONTRACT DATA

WORK TO BE PERFORMED: _____
(Be Specific)

CONTRACT AMOUNT: \$ _____ AWARD DATE: _____ START DATE: _____

PRECONSTRUCTION STATEMENT

I/We have received a copy of the applicable wage rates for the above named project
Yes No

I/We have read and understand the information contained in the "Labor Standards: Instructions for Subcontractors" packet
Yes No

SUBCONTRACTOR'S CERTIFICATION STATEMENT

The name, title and address of the owner, partners or officers of the undersigned are:

<u>Name</u>	<u>Title</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PAYROLL AUTHORIZATION STATEMENT

The following person(s) is/are hereby authorized to complete and sign all payroll forms (WH-347) submitted for the above named project

_____ (Print name and title)	X	_____ (prove sample of signature)
_____ (Print name and title)	X	_____ (prove sample of signature)

THE WILLFUL FALSIFICATION OF THE ABOVE STATEMENTS MAY SUBJECT THE SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1010 OF TITLE 18 AND SECTION 231 OF THE UNITED STATES CODE.

Date: _____	_____ (Print name of subcontractor)
Check box if additional sheet is attached	By: X _____
	Its: _____

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

TRADE _____

Basic Hourly rate: _____

Union Name/Local _____

Fringe Benefits _____ \$ _____
(list) _____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____

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

Date: _____

Equal Employment Opportunity is **THE LAW**

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

**PREVAILING
WAGES**

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor’s Wage and Hour Division.



For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

DERECHOS DEL EMPLEADO

BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIOS PREVALECIENTES	No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.
SOBRETIEMPO	Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.
CUMPLIMIENTO	Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.
APRENDICES	Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.
PAGO APROPIADO	Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV



U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	OMB No.: 1235-0008 Expires: 01/31/2015
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PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
														FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	
				HOURS WORKED EACH DAY																
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

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.

**WAGE DEDUCTION AUTHORIZATION FOR
FEDERAL ASSISTED PROJECTS
DEDUCTION APPROVAL/"OTHER" DEDUCTION FORM**

This form must accompany the first certified payroll on which deduction appears. Submit form only once unless revisions are necessary.

Project Name: _____ **Project Number:** _____

Subcontractor Name: _____

Title 29, Part 3 of the Code of Federal Regulations provides for "anti-kickback" regulations as governed by the Copeland Act. The contractor shall comply with the requirements incorporated by reference in the project contract.

Payments for the benefit of employees, their families and dependents are permitted on federally assisted projects as long as the deduction is a) Not otherwise prohibited by law; b) Voluntarily consented to by the employee, in writing, and in advance of the period in which the work is to be done; and c) Such consent is not a condition either for the obtaining of, or the continuation of employment.

EMPLOYEE CONSENT TO WAGE DEDUCTION

I, _____, authorize the deduction(s) listed below from my wages:
(print name)

Purpose of Deduction	Amount	Frequency (Hr/Wk/Mo)	Time Frame (From-To)
<u>Insurance Payments</u>	\$ _____	_____	_____
<u>401K/Retirement Payments</u>	\$ _____	_____	_____
<u>Friend of the Court/Child Sup</u>	\$ _____	_____	_____
<u>Union Dues</u>	\$ _____	_____	_____
<u>Cell Phone Payments</u>	\$ _____	_____	_____
<u>Vehicle/Mileage</u>	\$ _____	_____	_____
<u>Pay Advances</u>	\$ _____	_____	_____
<u>Tools/Equipment</u>	\$ _____	_____	_____
<u>Loans</u>	\$ _____	_____	_____
<u>Other:</u>	\$ _____	_____	_____
<u>Other:</u>	\$ _____	_____	_____
<u>Other:</u>	\$ _____	_____	_____

_____ Employee Signature	_____ Last 4 digits of Social Security #	_____ Date
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_____ Subcontractor Signature	_____ Print Name/Title	_____ Date
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Waiver of Lien

My/our contract with: _____ to
provide _____ for the improvement
to: _____

(Check One)

☐ Partial Conditional

I hereby waive my/our construction lien to the amount \$_____ for
labor/materials provided. This waiver, together with all previous waivers, if any, does not cover
amounts due to me/us for the contract improvement provided.

This waiver is conditioned on actual payment of \$_____.

☐ Partial Unconditional

Having been fully paid and satisfied, hereby waive my/our construction lien to the
amount of \$_____ for the labor/materials provided through _____. This
waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us
for contract improvement provided through the date shown above.

☐ Full Conditional

Having been fully paid and satisfied, all my/our construction lien rights against such
property are hereby waived and released.

This waiver is conditioned on the actual payment of \$_____.

☐ Full Unconditional

Having been fully paid and satisfied, all my/our construction lien rights against such
property are hereby waived and released.

Date: _____

Signature: _____

Company: _____

Address: _____

Phone: _____

DO NOT SIGN BLANK FORM

This document can be completed on-line. Place the cursor in the first field, make your entry, and tab to the next field. When you are finished, press the print button to print your completed form. This form CANNOT BE submitted electronically. If you need to clear the form for any reason, click the Clear button.

Print

Clear

FULL UNCONDITIONAL WAIVER

My/our contract with _____ to provide
_____ for the improvement of the property described as

_____ having been
fully paid and satisfied, all my/our construction lien rights against such property
are hereby waived and released.

(Printed Name of Lien Claimant)

(Signature of lien claimant)

Signed on: _____

Address: _____

Telephone: _____

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

SWORN STATEMENT

State of Michigan

} §

County of Washtenaw

_____, being duly sworn, states the following:

is the (contractor)(subcontractor) for an improvement to the following real property in Washtenaw

County, Michigan, described as follows: _____

The following is a statement of each subcontractor, supplier and laborer, for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the **(contractor)(subcontractor)** has (contracted)(subcontracted) for performance under the contract with the owner or lessee, and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

Name, Address & Phone Number of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance to Complete (optional)	Amount of Laborer Wages Due but Unpaid	Amount of Fringe Benefits and Withholdings Due But Unpaid
Totals							

(Some columns may not be applicable to all persons listed)

The contractor has not procured material from, or subcontracted with, any person other than those set forth and owes no money for the improvement other than the sums set forth.*

I make this statement as the (contractor)(subcontractor) or as of the (contractor)(sub-contractor) to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under Section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1 109.

WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109 TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, OR BY TELEPHONE, OR PERSONALLY. TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER WHO HAS PROVIDED LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.

Dependent Printed Name

Dependent Signature

WARNING TO DEPENDENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.

Subscribed and sworn to before me this

_____ day of _____, _____

Notary Public, _____ County, Michigan

My Commission Expires:

*Materials furnished by a contractor or a subcontractor out of his or her own inventory, and which has not been purchased specifically for the purpose of performing the contract, need not be listed.

Project Wage Decision

"General Decision Number: MI20200001 08/14/2020

Superseded General Decision Number: MI20190001

State: Michigan

Construction Types: Highway (Highway, Airport & Bridge xxxxx
and Sewer/Incid. to Hwy.)

Counties: Michigan Statewide.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020
2	02/07/2020
3	05/08/2020
4	05/29/2020
5	06/12/2020
6	06/26/2020
7	07/03/2020
8	07/10/2020
9	07/24/2020
10	08/14/2020

CARP0004-004 06/01/2019

REMAINDER OF STATE

	Rates	Fringes
CARPENTER (Piledriver).....	\$ 27.62	20.59

CARP0004-005 06/01/2018

LIVINGSTON (Townships of Brighton, Deerfield, Genoa, Hartland, Oceola & Tyrone), MACOMB, MONROE, OAKLAND, SANILAC, ST. CLAIR AND WAYNE COUNTIES

	Rates	Fringes
CARPENTER (Piledriver).....	\$ 30.50	27.28

ELEC0017-005 06/01/2020

STATEWIDE

	Rates	Fringes
Line Construction		
Groundman/Driver.....	\$ 28.84	16.03
Journeyman Signal Tech, Communications Tech, Tower Tech & Fiber Optic Splicers.	\$ 41.44	20.00
Journeyman Specialist.....	\$ 47.66	21.96
Operator A.....	\$ 35.02	17.99
Operator B.....	\$ 32.69	17.25

Classifications

Journeyman Specialist: Refers to a crew of only one person working alone.

Operator A: Shall be proficient in operating all power equipment including: Backhoe,

Excavator, Directional Bore and Boom/Digger truck.

Operator B: Shall be proficient in operating any 2 of the above mentioned pieces of equipment listed under Operator A.

ENGI0324-003 06/01/2020

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
GROUP 1.....	\$ 47.02	24.85
GROUP 2.....	\$ 48.02	24.85
GROUP 3.....	\$ 45.52	24.85
GROUP 4.....	\$ 46.52	24.85
GROUP 5.....	\$ 44.02	24.85
GROUP 6.....	\$ 45.02	24.85
GROUP 7.....	\$ 43.75	24.85
GROUP 8.....	\$ 44.75	24.85
GROUP 9.....	\$ 43.30	24.85
GROUP 10.....	\$ 44.30	24.85
GROUP 11.....	\$ 42.57	24.85
GROUP 12.....	\$ 43.57	24.85
GROUP 13.....	\$ 42.21	24.85
GROUP 14.....	\$ 43.21	24.85
GROUP 15.....	\$ 41.57	24.85
GROUP 16.....	\$ 38.62	24.85
GROUP 17.....	\$ 24.14	12.00
GROUP 18.....	\$ 27.63	12.00

FOOTNOTE:

Paid Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Engineer when operating combination of boom and jib 400' or longer

GROUP 2: Engineer when operating combination of boom and jib 400' or longer on a crane that requires an oiler

GROUP 3: Engineer when operating combination of boom and jib 300' or longer

GROUP 4: Engineer when operating combination of boom and jib 300' or longer on a crane that requires an oiler

GROUP 5: Engineer when operating combination of boom and jib 220' or longer

GROUP 6: Engineer when operating combination of boom and jib 220' or longer on a crane that requires an oiler

GROUP 7: Engineer when operating combination of boom and jib 140' or longer

GROUP 8: Engineer when operating combination of boom and jib 140' or longer on a crane that requires an oiler

GROUP 9: Tower crane & derrick operator (where operator's work station is 50 ft. or more above first sub-level)

GROUP 10: Tower crane & derrick operator (where operator's work station is 50 ft. or more above first sub-level) on a crane that requires an oiler

GROUP 11: Engineer when operating combination of boom and jib 120' or longer

GROUP 12: Engineer when operating combination of boom and jib 120' or longer on a crane that requires an oiler

GROUP 13: Crane operator; job mechanic and 3 drum hoist and excavator

GROUP 14: Crane operator on a crane that requires an oiler

GROUP 15: Hoisting operator; 2 drum hoist and rubber tired backhoe

GROUP 16: Forklift and 1 drum hoist

GROUP 17: Compressor or welder operator

GROUP 18: Oiler

ENI0324-004 06/01/2020

AREA 1: ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, EATON, HILLSDALE, IONIA, KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA,

ST. JOSEPH, VAN BUREN

AREA 2: ANTRIM, BENZIE, CHARLEVOIX, EMMET, GRAND TRAVERSE,
KALKASKA, LEELANAU, MISSAUKEE AND WEXFORD COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
AREA 1		
GROUP 1.....	\$ 47.02	24.85
GROUP 2.....	\$ 43.75	24.85
GROUP 3.....	\$ 42.21	24.85
GROUP 4.....	\$ 38.62	24.85
GROUP 5.....	\$ 24.14	12.00
GROUP 6.....	\$ 27.63	12.00
AREA 2		
GROUP 1.....	\$ 47.02	24.85
GROUP 2.....	\$ 43.75	24.85
GROUP 3.....	\$ 42.21	24.85
GROUP 4.....	\$ 38.62	24.85
GROUP 5.....	\$ 24.14	12.00
GROUP 6.....	\$ 27.63	12.00

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 additional to the group 1 rate. Crane operator with main boom and jib 400' or longer: \$3.00 additional to the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Crane Operator with main boom & jib 400', 300', or 220' or longer.

GROUP 2: Crane Operator with main boom & jib 140' or longer, Tower Crane; Gantry Crane; Whirley Derrick.

GROUP 3: Regular Equipment Operator, Crane, Dozer, Loader, Hoist, Straddle Wagon, Mechanic, Grader and Hydro Excavator.

GROUP 4: Air Tugger (single drum), Material Hoist Pump 6" or over, Elevators, Brokk Concrete Breaker.

GROUP 5: Air Compressor, Welder, Generators, Conveyors

GROUP 6: Oiler and fire tender

ENGI0324-005 09/01/2019

AREA 1: GENESEE, LAPEER, LIVINGSTON, MACOMB, MONROE, OAKLAND,
ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALCONA, ALLEGAN, ALGER, ALPENA, ANTRIM, ARENAC, BARAGA,
BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS,
CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD,
DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND
TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,
IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,
KWEENAW, LAKE, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE,

MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment (Underground construction (including sewer))		
AREA 1:		
GROUP 1.....	\$ 34.63	24.35
GROUP 2.....	\$ 29.90	24.35
GROUP 3.....	\$ 29.17	24.35
GROUP 4.....	\$ 28.60	24.35
GROUP 5.....	\$ 21.40	13.48
AREA 2:		
GROUP 1.....	\$ 32.92	24.35
GROUP 2.....	\$ 28.03	24.35
GROUP 3.....	\$ 27.53	24.35
GROUP 4.....	\$ 27.25	24.35
GROUP 5.....	\$ 21.40	13.48

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type or pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power shovel; Roller (asphalt); Scraper (self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope paver; Trencher (over 8 ft. digging capacity); Well drilling rig; Concrete pump with boom operator; Hydro Excavator

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more - 6-in. discharge or larger - gas or diesel- powered or powered by generator of 300 amperes or more - inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller); Vac Truck and End dump operator;

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non- powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum-1/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more-4-in. up to 6-in. discharge-gas or diesel powered - excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more-300 amp. or larger - gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Hydraulic pipe pushing machine; Mulching equipment; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, gas or diesel powered - excluding submersible pumps); Roller (other than asphalt); Stump remover; Trencher (service); Vibrating compaction

equipment, self-propelled (6 ft. wide or over); Sweeper
(Wayne type); Water wagon and Extend-a boom forklift

Group 5: Fire Person, Oiler

* ENGI0324-006 06/01/2020

GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW, WAYNE, ALCONA,
ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY,
BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN,
CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON,
EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE,
HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON,
KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU,
LENAWEE, LIVINGSTON, LUCE, MACKINAC, MANISTEE, MARQUETTE,
MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM,
MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON,
OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON,
SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT,
SHIAWASSEE, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
Power equipment operators: (AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION)		
GROUP 1.....	\$ 34.91	24.85
GROUP 2.....	\$ 28.18	24.85
GROUP 3.....	\$ 27.62	24.85
GROUP 4.....	\$ 27.45	24.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt plant operator; Crane operator (does not include work on bridge construction projects when the crane operator is erecting structural components); Dragline operator; Shovel operator; Locomotive operator; Paver operator (5 bags or more); Elevating grader operator; Pile driving operator; Roller operator (asphalt); Blade grader operator; Trenching machine operator (ladder or wheel type); Auto-grader; Slip form paver; Self-propelled or tractor-drawn scraper; Conveyor loader operator (Euclid type); Endloader operator (1 yd. capacity and over); Bulldozer; Hoisting engineer; Tractor operator; Finishing machine operator (asphalt); Mechanic; Pump operator (6-in. discharge or over, gas, diesel powered or generator of 300 amp. or larger); Shouldering or gravel distributing machine operator (self-propelled); Backhoe (with over 3/8 yd. bucket); Side boom tractor (type D-4 or equivalent or larger); Tube finisher (slip form paving); Gradall (and similar type machine); Asphalt paver (self-propelled); Asphalt planer (self-propelled); Batch plant (concrete-central mix); Slurry machine (asphalt); Concrete pump (3 in. and over); Roto-mill; Swinging boom truck (over 12 ton capacity); Hydro demolisher (water blaster); Farm-type tractor with attached pan; Vacuum truck operator; Batch Plant (concrete dry batch); Concrete Saw Operator (40h.p. or over; Tractor Operator (farm type); Finishing Machine Operator (concrete); Grader Operator (self-propelled fine grade or form (concrete)).

GROUP 2: Screening plant operator; Washing plant operator; Crusher operator; Backhoe (with 3/8 yd. bucket or less);

Side boom tractor (smaller than D-4 type or equivalent);
 Sweeper (Wayne type and similar equipment); Greese Truck;
 Air Compressor Operator (600 cu.ft. per min or more); Air
 Compressor Operator (two or more, less than 600 cfm);

GROUP 3: Boiler fire tender; Tractor operator (farm type with
 attachment); Concrete Breaker; Wagon Drill Operator;

GROUP 4: Oiler; Fire tender; Trencher (service); Flexplane
 operator; Cleftplane operator; Boom or winch hoist truck
 operator; Endloader operator *under 1 yd. capacity); Roller
 Operator (other than asphalt); Curing equipment operator
 (self-propelled); Power bin operator; Plant drier (6 ft.
 wide or over); Guard post driver operator (power driven);
 All mulching equipment; Stump remover; Concrete pump (under
 3-in.); Mesh installer (self-propelled); End dump; Skid
 Steer.

 ENGI0324-007 05/01/2020

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON,
 IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON
 AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
Compressor, welder and forklift.....	\$ 33.90	24.60
Crane operator, main boom & jib 120' or longer.....	\$ 40.37	24.60
Crane operator, main boom & jib 140' or longer.....	\$ 40.67	24.60
Crane operator, main boom & jib 220' or longer.....	\$ 41.26	24.60
Mechanic with truck and tools.....	\$ 39.50	24.60
Oiler and fireman.....	\$ 32.36	24.60
Regular operator.....	\$ 37.72	24.60

 ENGI0324-008 10/01/2015

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY,
 BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,
 CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,
 DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND
 TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,
 IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,
 KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE,
 MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA,
 MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE,
 MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA,
 OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST.
 CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA,
 VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment (Sewer Relining)		
GROUP 1.....	\$ 30.70	12.93

GROUP 2.....\$ 29.17 12.93

SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system, including remote in-ground cutter and other equipment used in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation systems, water jetters and vacuum and mechanical debris removal systems

ENGI0325-012 05/01/2020

Rates Fringes

Power equipment operators -
gas distribution and duct
installation work:

GROUP 1.....\$ 32.18	24.85
GROUP 2.....\$ 32.06	24.85
GROUP 3.....\$ 30.35	24.85

SCOPE OF WORK: The construction, installation, treating and reconditioning of pipelines transporting gas vapors within cities, towns, subdivisions, suburban areas, or within private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as ""distribution work,"" starting from the first metering station, connection, similar or related facility, of the main or cross country pipeline and including duct installation.

Group 1: Backhoe, crane, grader, mechanic, dozer (D-6 equivalent or larger), side boom (D-4 equivalent or larger), trencher(except service), endloader (2 yd. capacity or greater).

GROUP 2: Dozer (less than D-6 equivalent), endloader (under 2 yd. capacity), side boom (under D-4 capacity), backfiller, pumps (1 or 2 of 6-inch discharge or greater), boom truck (with powered boom), tractor (wheel type other than backhoe or front endloader). Tamper (self-propelled), boom truck (with non-powered boom), concrete saw (20 hp or larger), pumps (2 to 4 under 6-inch discharge), compressor (2 or more or when one is used continuously into the second day) and trencher(service).

GROUP 3: Oiler, hydraulic pipe pushing machine, grease person and hydrostatic testing operator.

IRON0008-007 06/01/2019

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

Rates Fringes

Ironworker - pre-engineered metal building erector.....\$ 23.70	6.95
IRONWORKER	

General contracts		
\$10,000,000 or greater.....	\$ 33.00	27.12
General contracts less		
than \$10,000,000.....	\$ 33.00	27.12

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0025-002 06/01/2019

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LIVINGSTON, MACOMB, MIDLAND, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector		
Alcona, Alpena, Arenac, Cheboygan, Clare, Clinton, Crawford, Gladwin, Gratiot, Huron, Ingham, Iosco, Isabella, Jackson, Lapeer, Livingston (west of Burkhardt Road), Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, Sanilac, Shiawassee, Tuscola & Washtenaw (west of U.S. 23).	\$ 24.26	22.11
Bay, Genesee, Lapeer, Livingston (east of Burkhardt Road), Macomb, Midland, Oakland, Saginaw, St. Clair, The University of Michigan, Washtenaw (east of U.S. 23) & Wayne...	\$ 25.48	23.11
IRONWORKER		
Ornamental and Structural...	\$ 36.77	29.03
Reinforcing.....	\$ 30.98	27.99

IRON0055-005 07/01/2019

LENAWEE AND MONROE COUNTIES:

	Rates	Fringes
IRONWORKER		
Pre-engineered metal buildings.....	\$ 23.59	19.35
All other work.....	\$ 30.38	24.40

* IRON0292-003 06/01/2020

BERRIEN AND CASS COUNTIES:

	Rates	Fringes
IRONWORKER (Including pre-engineered metal building		

erector).....	\$ 31.75	22.84
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IRON0340-001 06/19/2017

ALLEGAN, ANTRIM, BARRY, BENZIE, BRANCH, CALHOUN, CHARLEVOIX,
EATON, EMMET, GRAND TRAVERSE, HILLSDALE, IONIA, KALAMAZOO,
KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA,
MISSAUKEE, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA,
OTTAWA, ST. JOSEPH, VAN BUREN AND WEXFORD COUNTIES:

	Rates	Fringes
IRONWORKER (Including pre-engineered metal building erector).....	\$ 24.43	24.67

LABO0005-006 10/01/2017

	Rates	Fringes
Laborers - hazardous waste abatement: (ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, IOSCO, KALKASKA, LEELANAU, MISSAUKEE, MONTMORENCY, OSCODA, OTSEGO, PRESQUE ISLE AND WEXFORD COUNTIES - Zone 10)		
Levels A, B or C.....	\$ 17.45	12.75
class b.....	\$ 18.00	12.85
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 16.45	12.75
class a.....	\$ 17.00	12.85
Zone 10		
Laborers - hazardous waste abatement: (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES - Zone 11)		
Levels A, B or C.....	\$ 21.63	12.88
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 20.63	12.88
Laborers - hazardous waste abatement: (ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, IONIA COUNTY (except the city of Portland); KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST.		

JOSEPH AND VAN BUREN COUNTIES		
- Zone 9)		
Levels A, B or C.....\$ 20.95	12.85	
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 19.95	12.85	
Laborers - hazardous waste abatement: (ARENAC, BAY, CLARE, GLADWIN, GRATIOT, HURON, ISABELLA, MIDLAND, OGEMAW, ROSCOMMON, SAGINAW AND TUSCOLA COUNTIES - Zone 8)		
Levels A, B or C.....\$ 20.65	12.85	
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 19.65	12.85	
Laborers - hazardous waste abatement: (CLINTON, EATON AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); LIVINGSTON COUNTY (west of Oak Grove Rd., including the City of Howell) - Zone 6)		
Levels A, B or C.....\$ 24.65	12.85	
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 23.65	12.85	
Laborers - hazardous waste abatement: (GENESEE, LAPEER AND SHIAWASSEE COUNTIES - Zone 7)		
Levels A, B or C.....\$ 23.61	13.41	
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 22.61	13.41	
Laborers - hazardous waste abatement: (HILLSDALE, JACKSON AND LENAWEЕ COUNTIES - Zone 4)		
Levels A, B or C.....\$ 24.19	12.85	
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 23.19	12.85	
Laborers - hazardous waste abatement: (LIVINGSTON COUNTY (east of Oak Grove Rd. and south of M-59, excluding the city of Howell); AND WASHTENAW COUNTY - Zone 3)		
Levels A, B or C.....\$ 29.70	14.20	

Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 28.70		14.20
Laborers - hazardous waste abatement: (MACOMB AND WAYNE COUNTIES - Zone 1)		
Levels A, B or C.....\$ 28.35		16.75
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 27.35		16.75
Laborers - hazardous waste abatement: (MONROE COUNTY - Zone 4)		
Levels A, B or C.....\$ 30.85		14.45
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 29.84		14.45
Laborers - hazardous waste abatement: (OAKLAND COUNTY and the Northeast portion of LIVINGSTON COUNTY bordered by Oak Grove Road on the West and M-59 on the South - Zone 2)		
Level A, B, C.....\$ 28.85		16.75
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 27.85		16.75
Laborers - hazardous waste abatement: (SANILAC AND ST. CLAIR COUNTIES - Zone 5)		
Levels A, B or C.....\$ 25.19		15.86
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 24.19		15.86

LAB00259-001 09/01/2018

AREA 1: MACOMB, OAKLAND AND WAYNE COUNTIES
 AREA 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA,
 BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,
 CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,
 DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND
 TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,
 IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,
 KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE,
 MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE,
 MIDLAND, MISSAUKEE, MONROE, MONTCALM, MONTMORENCY, MUSKEGON,
 NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO,
 OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST.

JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN,
WASHTENAW AND WEXFORD COUNTIES

	Rates	Fringes
Laborers - tunnel, shaft and caisson:		
AREA 1		
GROUP 1.....	\$ 22.57	16.80
GROUP 2.....	\$ 22.68	16.80
GROUP 3.....	\$ 22.74	16.80
GROUP 4.....	\$ 22.92	16.80
GROUP 5.....	\$ 23.17	16.80
GROUP 6.....	\$ 23.50	16.80
GROUP 7.....	\$ 16.78	16.80
AREA 2		
GROUP 1.....	\$ 24.10	12.85
GROUP 2.....	\$ 24.19	12.85
GROUP 3.....	\$ 24.29	12.85
GROUP 4.....	\$ 24.45	12.85
GROUP 5.....	\$ 24.71	12.85
GROUP 6.....	\$ 25.02	12.85
GROUP 7.....	\$ 17.29	12.85

SCOPE OF WORK: Tunnel, shaft and caisson work of every type and description and all operations incidental thereto, including, but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion, sewerage, caverns, shelters, aquafers, reservoirs, missile silos and steel sheeting for underground construction.

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog house tender, testing (on gas) and watchman

GROUP 2: Manhole, headwall, catch basin builder, bricklayer tender, mortar machine and material mixer

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump, outside lock tender, scaffold, top signal person, switch person, track, tugger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

LAB00334-001 09/01/2018

	Rates	Fringes
Laborers - open cut:		
ZONE 1 - MACOMB, OAKLAND AND WAYNE COUNTIES:		
GROUP 1.....	\$ 22.42	16.80
GROUP 2.....	\$ 22.53	16.80
GROUP 3.....	\$ 22.58	16.80
GROUP 4.....	\$ 22.66	16.80
GROUP 5.....	\$ 22.72	16.80
GROUP 6.....	\$ 20.17	16.80
GROUP 7.....	\$ 16.79	16.80
ZONE 2 - LIVINGSTON COUNTY (east of M-151 (Oak Grove Rd.)); MONROE AND WASHTENAW COUNTIES:		
GROUP 1.....	\$ 23.75	12.85
GROUP 2.....	\$ 23.86	12.85
GROUP 3.....	\$ 23.98	12.85
GROUP 4.....	\$ 24.05	12.85
GROUP 5.....	\$ 24.20	12.85
GROUP 6.....	\$ 21.50	12.85
GROUP 7.....	\$ 18.14	12.85
ZONE 3 - CLINTON, EATON, GENESEE, HILLSDALE AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); JACKSON, LAPEER AND LENAWEE COUNTIES; LIVINGSTON COUNTY (west of M-151 Oak Grove Rd.); SANILAC, ST. CLAIR AND SHIAWASSEE COUNTIES:		
GROUP 1.....	\$ 21.94	12.85
GROUP 2.....	\$ 22.08	12.85
GROUP 3.....	\$ 22.20	12.85
GROUP 4.....	\$ 22.25	12.85
GROUP 5.....	\$ 22.39	12.85
GROUP 6.....	\$ 19.69	12.85
GROUP 7.....	\$ 16.84	12.85
ZONE 4 - ALCONA, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT AND HURON COUNTIES; IONIA COUNTY (EXCEPT THE CITY OF PORTLAND); IOSCO, ISABELLA, KALAMAZOO, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE,		

ROSCOMMON, SAGINAW, ST.
JOSEPH, TUSCOLA, VAN BUREN
AND WEXFORD COUNTIES:

GROUP 1.....	\$ 20.97	12.85
GROUP 2.....	\$ 21.10	12.85
GROUP 3.....	\$ 21.21	12.85
GROUP 4.....	\$ 21.28	12.85
GROUP 5.....	\$ 21.40	12.85
GROUP 6.....	\$ 18.62	12.85
GROUP 7.....	\$ 16.96	12.85

ZONE 5 - ALGER, BARAGA,
CHIPPEWA, DELTA,
DICKINSON, GOGEBIC,
HOUGHTON, IRON,
KEWEENAW, LUCE, MACKINAC,
MARQUETTE, MENOMINEE,
ONTONAGON AND SCHOOLCRAFT
COUNTIES:

GROUP 1.....	\$ 21.19	12.85
GROUP 2.....	\$ 21.33	12.85
GROUP 3.....	\$ 21.46	12.85
GROUP 4.....	\$ 21.51	12.85
GROUP 5.....	\$ 21.56	12.85
GROUP 6.....	\$ 18.94	12.85
GROUP 7.....	\$ 17.05	12.85

SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation. For all areas except the Upper Peninsula, open cut construction work shall also be construed to mean waterfront work, piers, docks, seawalls, breakwalls, marinas and all incidental work. Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

OPEN CUT LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, headwall, seawall, breakwall and dock builder

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodger, reinforced steel or mesh person (e.g., wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and

concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person

GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting man, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation and repair of water service pipe and appurtenances

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

LAB00465-001 06/01/2019

LABORER: Highway, Bridge and Airport Construction

AREA 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALLEGAN, BARRY, BAY, BERRIEN, BRANCH, CALHOUN, CASS, CLINTON, EATON, GRATIOT, HILLSDALE, HURON, INGHAM, JACKSON, KALAMAZOO, LAPEER, LENAWEE, LIVINGSTON, MIDLAND, MUSKEGON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA AND VAN BUREN COUNTIES

AREA 3: ALCONA, ALPENA, ANTRIM, ARENAC, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, IONIA, IOSCO, ISABELLA, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MONTMORENCY, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON AND WEXFORD COUNTIES

AREA 4: ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES

	Rates	Fringes
LABORER (AREA 1)		
GROUP 1.....	\$ 27.07	12.90
GROUP 2.....	\$ 27.20	12.90
GROUP 3.....	\$ 27.38	12.90
GROUP 4.....	\$ 27.46	12.90
GROUP 5.....	\$ 27.67	12.90
GROUP 6.....	\$ 27.97	12.90
LABORER (AREA 2)		
GROUP 1.....	\$ 24.02	12.85
GROUP 2.....	\$ 24.22	12.85
GROUP 3.....	\$ 24.46	12.85
GROUP 4.....	\$ 24.81	12.85
GROUP 5.....	\$ 24.68	12.85
GROUP 6.....	\$ 25.02	12.85
LABORER (AREA 3)		
GROUP 1.....	\$ 23.27	12.85
GROUP 2.....	\$ 23.48	12.85
GROUP 3.....	\$ 23.77	12.85

GROUP 4.....	\$ 24.21	12.85
GROUP 5.....	\$ 23.83	12.85
GROUP 6.....	\$ 24.26	12.85
LABORER (AREA 4)		
GROUP 1.....	\$ 23.32	12.85
GROUP 2.....	\$ 23.53	12.85
GROUP 3.....	\$ 23.82	12.85
GROUP 4.....	\$ 24.26	12.85
GROUP 5.....	\$ 23.88	12.85
GROUP 6.....	\$ 24.31	12.85

LABORER CLASSIFICATIONS

GROUP 1: Asphalt shoveler or loader; asphalt plant misc.; burlap person; yard person; dumper (wagon, truck, etc.); joint filling laborer; miscellaneous laborer; unskilled laborer; sprinkler laborer; form setting laborer; form stripper; pavement reinforcing; handling and placing (e.g., wire mesh, steel mats, dowel bars); mason's tender or bricklayer's tender on manholes; manhole builder; headwalls, etc.; waterproofing, (other than buildings) seal coating and slurry mix, shoring, underpinning; pressure grouting; bridge pin and hanger removal; material recycling laborer; horizontal paver laborer (brick, concrete, clay, stone and asphalt); ground stabilization and modification laborer; grouting; waterblasting; top person; railroad track and trestle laborer; carpenters' tender; guard rail builders' tender; earth retention barrier and wall and M.S.E. wall installer's tender; highway and median installer's tender (including sound, retaining, and crash barriers); fence erector's tender; asphalt raker tender; sign installer; remote control operated equipment.

GROUP 2: Mixer operator (less than 5 sacks); air or electric tool operator (jackhammer, etc.); spreader; boxperson (asphalt, stone, gravel); concrete paddler; power chain saw operator; paving batch truck dumper; tunnel mucker (highway work only); concrete saw (under 40 h.p.) and dry pack machine; roto-mill grounds person.

GROUP 3: Tunnel miner (highway work only); finishers tenders; guard rail builders; highway and median barrier installer; earth retention barrier and wall and M.S.E. wall installer's (including sound, retaining and crash barriers); fence erector; bottom person; powder person; wagon drill and air track operator; diamond and core drills; grade checker; certified welders; curb and side rail setter's tender.

GROUP 4: Asphalt raker

GROUP 5: Pipe layers, oxy-gun

GROUP 6: Line-form setter for curb or pavement; asphalt screed checker/screw man on asphalt paving machines.

LAB01076-005 04/01/2019

MICHIGAN STATEWIDE

	Rates	Fringes
LABORER (DISTRIBUTION WORK)		
Zone 1.....	\$ 21.47	12.90

Zone 2.....	\$ 19.77	12.90
Zone 3.....	\$ 17.95	12.90
Zone 4.....	\$ 17.32	12.90
Zone 5.....	\$ 17.30	12.90

DISTRIBUTION WORK - The construction, installation, treating and reconditioning of distribution pipelines transporting coal, oil, gas or other similar materials, vapors or liquids, including pipelines within private property boundaries, up to and including the meter settings on residential, commercial, industrial, institutional, private and public structures. All work covering pumping stations and tank farms not covered by the Building Trades Agreement. Other distribution lines with the exception of sewer, water and cable television are included.

Underground Duct Layer Pay: \$.40 per hour above the base pay rate.

Zone 1 - Macomb, Oakland and Wayne

Zone 2 - Monroe and Washtenaw

Zone 3 - Bay, Genesee, Lapeer, Midland, Saginaw, Sanilac, Shiawassee and St. Clair

Zone 4 - Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft

Zone 5 - Remaining Counties in Michigan

PAIN0022-002 07/01/2008

HILLSDALE, JACKSON AND LENAWEE COUNTIES; LIVINGSTON COUNTY (east of the eastern city limits of Howell, not including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 25.06	14.75

FOOTNOTES: For all spray work and journeyman rigging for spray work, also blowing off, \$0.80 per hour additional (applies only to workers doing rigging for spray work on off the floor work. Does not include setting up or moving rigging on floor surfaces, nor does it apply to workers engaged in covering up or tending spray equipment. For all sandblasting and spray work performed on highway bridges, overpasses, tanks or steel, \$0.80 per hour additional. For all brushing, cleaning and other preparatory work (other than spraying or steeplejack work) at scaffold heights of fifty (50) feet from the ground or higher, \$0.50 per hour additional. For all preparatorial work and painting performed on open steel under forty (40) feet when no scaffolding is involved, \$0.50 per hour additional. For all swing stage work-window jacks and window belts-exterior and interior, \$0.50 per hour additional. For all spray work and sandblaster work to a scaffold height of forty (40) feet above the floor level, \$0.80 per hour additional. For all preparatorial work and painting on all highway bridges or overpasses up to forty (40) feet in height, \$0.50 per hour additional. For all steeplejack work performed where the elevation is forty (40) feet or more, \$1.25 per hour additional.

PAIN0312-001 06/01/2018

EXCLUDES: ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); INCLUDES: Barry, Berrien, Branch, Calhoun, Cass, Hillsdale, Kalamazoo, St. Joseph, Van Buren

	Rates	Fringes
PAINTER		
Brush and roller.....	\$ 23.74	13.35
Spray, Sandblast, Sign		
Painting.....	\$ 24.94	13.35

PAIN0845-003 05/10/2018

CLINTON COUNTY; EATON COUNTY (does not include the townships of Bellevue and Olivet); INGHAM COUNTY; IONIA COUNTY (east of Hwy. M 66); LIVINGSTON COUNTY (west of the eastern city limits of Howell, including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); AND SHIAWASSEE COUNTY (Townships of Bennington, Laingsbury and Perry):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

PAIN0845-015 05/10/2018

MUSKEGON COUNTY; NEWAYGO COUNTY (except the Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OCEANA COUNTY; OTTAWA COUNTY (except the townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

PAIN0845-018 05/10/2018

ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); IONIA COUNTY (west of Hwy. M-66); KENT, MECOSTA AND MONTCALM COUNTIES; NEWAYGO COUNTY (Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OSCEOLA COUNTY (south of Hwy. #10); OTTAWA COUNTY (Townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

FOOTNOTES: Lead abatement work: \$1.00 per hour additional.

PAIN1011-003 06/02/2019

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON,
IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON
AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 25.76	13.33

FOOTNOTES: High pay (bridges, overpasses, watertower): 30 to
80 ft.: \$.65 per hour additional. 80 ft. and over: \$1.30
per hour additional.

PAIN1474-002 06/01/2010

HURON COUNTY; LAPEER COUNTY (east of Hwy. M-53); ST. CLAIR,
SANILAC AND TUSCOLA COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 23.79	12.02

FOOTNOTES: Lead abatement work: \$1.00 per hour additional.
Work with any hazardous material: \$1.00 per hour
additional. Sandblasting, steam cleaning and acid cleaning:
\$1.00 per hour additional. Ladder work at or above 40 ft.,
scaffold work at or above 40 ft., swing stage, boatswain
chair, window jacks and all work performed over a falling
height of 40 ft.: \$1.00 per hour additional. Spray gun
work, pick pullers and those handling needles, blowing off
by air pressure, and any person rigging (setting up and
moving off the ground): \$1.00 per hour additional.
Steeplejack, tanks, gas holders, stacks, flag poles, radio
towers and beacons, power line towers, bridges, etc.: \$1.00
per hour additional, paid from the ground up.

PAIN1803-003 06/01/2019

ALCONA, ALPENA, ANTRIM, ARENAC, BAY, BENZIE, CHARLEVOIX,
CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE,
GRATIOT, IOSCO, ISABELLA, KALKASKA, LAKE, LEELANAU, MANISTEE,
MASON, MIDLAND, MISSAUKEE, MONTMORENCY AND OGEMAW COUNTIES;
OSCEOLA COUNTY (north of Hwy. #10); OSCODA, OTSEGO, PRESQUE
ISLE, ROSCOMMON, SAGINAW AND WEXFORD COUNTIES:

	Rates	Fringes
PAINTER Work performed on water, bridges over water or moving traffic, radio and powerline towers, elevated tanks, steeples, smoke stacks over 40 ft. of falling heights, recovery of lead-based paints and any work associated with industrial plants, except		

maintenance of industrial

plants.....\$ 25.39	14.68
All other work, including	
maintenance of industrial	
plant.....\$ 25.39	14.68

FOOTNOTES: Spray painting, sandblasting, blowdown associated with spraying and blasting, water blasting and work involving a swing stage, boatswain chair or spider: \$1.00 per hour additional. All work performed inside tanks, vessels, tank trailers, railroad cars, sewers, smoke stacks, boilers or other spaces having limited egress not including buildings, opentop tanks, pits, etc.: \$1.25 per hour additional.

PLAS0514-001 06/01/2018

ZONE 1: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, SAGINAW, WASHTENAW AND WAYNE COUNTIES

ZONE 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....\$ 31.47		13.81
ZONE 2.....\$ 29.97		13.81

PLUM0190-003 05/01/2015

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE, MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
Plumber/Pipefitter - gas		
distribution pipeline:		
Welding in conjunction		
with gas distribution		

pipeline work.....	\$ 33.03	20.19
All other work:.....	\$ 24.19	12.28

TEAM0007-004 06/01/2019

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
AREA 1		
Euclids, double bottoms		
and lowboys.....	\$ 27.30	.50 + a+b
Trucks under 8 cu. yds.....	\$ 27.05	.50 + a+b
Trucks, 8 cu. yds. and		
over.....	\$ 27.15	.50 + a+b
AREA 2		
Euclids, double bottomms		
and lowboys.....	\$ 24.895	.50 + a+b
Euclids, double bottoms		
and lowboys.....	\$ 27.40	.50 + a+b
Trucks under 8 cu. yds.....	\$ 27.15	.50 + a+b
Trucks, 8 cu. yds. and		
over.....	\$ 27.25	.50 + a+b

Footnote:

a. \$455.10 per week

b. \$68.70 daily

TEAM0247-004 04/01/2013

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, SAGINAW, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
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Sign Installer

AREA 1		
GROUP 1.....	\$ 21.78	11.83
GROUP 2.....	\$ 25.27	11.8375
AREA 2		
GROUP 1.....	\$ 22.03	11.83
GROUP 2.....	\$ 25.02	11.8375

FOOTNOTE:

a. \$132.70 per week, plus \$17.80 per day.

SIGN INSTALLER CLASSIFICATIONS:

GROUP 1: performs all necessary labor and uses all tools required to construct and set concrete forms required in the installation of highway and street signs

GROUP 2: performs all miscellaneous labor, uses all hand and power tools, and operates all other equipment, mobile or otherwise, required for the installation of highway and street signs

TEAM0247-010 04/01/2018

AREA 1: LAPEER AND SHIAWASSEE COUNTIES

AREA 2: GENESEE, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
TRUCK DRIVER (Underground construction)		
AREA 1		
GROUP 1.....	\$ 23.82	19.04
GROUP 2.....	\$ 23.91	19.04
GROUP 3.....	\$ 24.12	19.04
AREA 2		
GROUP 1.....	\$ 24.12	19.04
GROUP 2.....	\$ 24.26	19.04
GROUP 3.....	\$ 24.45	19.04

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

SCOPE OF WORK: Excavation, site preparation, land balancing, grading, sewers, utilities and improvements; also including but not limited to, tunnels, underground piping, retention, oxidation, flocculation facilities, conduits, general excavation and steel sheeting for underground construction. Underground construction work shall not include any structural modifications, alterations, additions and repairs to buildings or highway work, including roads, streets, bridge construction and parking lots or steel erection.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, Euclid, double bottom and fuel trucks)

GROUP 2: Truck driver on dump trucks of 8 cubic yards capacity or over, pole trailers, semis and fuel trucks

GROUP 3: Truck driver on low boy, Euclid and double bottom

SUMI2002-001 05/01/2002

	Rates	Fringes
Flag Person.....	\$ 10.10	0.00
LINE PROTECTOR (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)....	\$ 20.30	12.90
LINE PROTECTOR (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE).....	\$ 18.02	12.90
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1.....	\$ 27.07	12.90
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2.....	\$ 24.36	12.90
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1.....	\$ 24.02	12.90
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2.....	\$ 21.62	12.90

WORK CLASSIFICATIONS:

PAVEMENT MARKER GROUP 1: Drives or operates a truck mounted striper, grinder, blaster, groover, or thermoplastic melter for the placement or removal of temporary or permanent pavement markings or markers.

PAVEMENT MARKER GROUP 2: Performs all functions involved for the placement or removal of temporary or permanent pavement markings or markers not covered by the classification of Pavement Marker Group 1 or Line Protector.

LINE PROTECTOR: Performs all operations for the protection or removal of temporary or permanent pavement markings or markers in a moving convoy operation not performed by the classification of Pavement Marker Group 1. A moving convoy operation is comprised of only Pavement Markers Group 1 and Line Protectors.

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Appendix C:
Grading Permit

GRADING PERMIT

In consideration of the construction of sidewalk corner ramps in the City of Ypsilanti, according to the requirements set forth by the Americans with Disabilities Act (ADA), the undersigned hereby give permission to the City of Ypsilanti, or any contractor hired thereby for grading this property being in the _____¹/₄ Section____, T. 3 S., R. 7 E. City of Ypsilanti, Washtenaw County, Michigan.

The purpose of this temporary grading permit is to allow the construction of sidewalk corner ramps and sidewalk in accordance with the American with Disabilities Act (ADA) requirements. This grading permit allows restoring any disturbed property during construction and does not cause a change in the property lines.

Tax Parcel No. _____

- A. A Temporary Grading Permit approximately _____ feet x _____ feet, located along the frontage of said parcel in the _____¹/₄ of Section 13, T. 3 S., R. 7 E., City of Ypsilanti, Washtenaw County, Michigan.
- B. Corner ramp and sidewalk improvements, regrading and restoration of disturbed areas.
- C. Additional Conditions:
 - (1) The permissive rights set forth herein shall start as of the date the contractor commences work on the above project and shall terminate on the date that the contractor completes the above project (not to exceed two years).
 - (2) The work described above shall be constructed in a first class, workmanlike manner, and in accordance with applicable City, State and County standards, and upon completion, City of Ypsilanti shall have no further responsibilities, therefore.

This instrument contains the entire permit agreement. No further promises have been made except as shown herein.

WITNESSES:

GRANTOR:

Appendix D:
Ramp Locations

Jarvis St. @ Jenness St. – Southeast Corner – 1 Ramps

Lowell St. @ Saint Johns St. – Northeast Corner – 2 Ramps

Lowell St. @ Saint Johns St. – Northwest Corner – 2 Ramps

Lowell St. @ Saint Johns St. – Southeast Corner – 2 Ramps

Lowell St. @ Saint Johns St. – Southwest Corner – 2 Ramps

N. Adams St. @ Olive St. – Northeast Corner – 2 Ramps

Ballard St. @ Florence St. – Northeast Corner – 2 Ramps

Ballard St. @ Florence St. – Northwest Corner – 1 Ramps

Ballard St. @ Florence St. – Southeast Corner – 2 Ramps

Ballard St. @ Florence St. – Southwest Corner – 1 Ramps

Ballard St. @ Olive St. – Northeast Corner – 2 Ramps

Ballard St. @ Olive St. – Northwest Corner – 1 Ramps

Ballard St. @ Olive St. – Southeast Corner – 2 Ramps

Ballard St. @ Olive St. – Southwest Corner – 1 Ramps

Appendix E:
City of Ypsilanti
Contract Addendum

ADDENDUM TO AGREEMENT FOR SERVICES

This Addendum shall be a part of a certain Agreement between the CITY OF YPSILANTI, a Michigan municipal home-rule corporation of One South Huron Street, Ypsilanti, Michigan 48197 referred to as "CITY", and _____, of _____, Michigan, referred to as "CONTRACTOR", a _____. (sole proprietor, corporation, partnership, etc.).

1. This Addendum is an addition and amendment to the primary Contract between the parties. In an event of a conflict between the language of this Addendum and the primary Contract, the language and terms of this Addendum shall take precedence.

2. Standard of Performance. The CONTRACTOR shall perform the Contract faithfully and diligently and perform the services in a competent, professional, satisfactory and proper manner and during the Contract term or extensions thereof, use every best effort and endeavor to promote the interests of the CITY and devote such time, attention, skill, knowledge and ability as is necessary to most effectively and efficiently carry out and perform the Contract.

3. The parties understand and agree that the CITY may terminate this Contract at any time with or without notice. In such event the CONTRACTOR will be compensated for work already completed

4. This Contract is to be performed in Washtenaw County, Michigan, and all legal venue shall exclusively lie therein.

5. The parties agree that time is of the essence in the performance of this Contract by the CONTRACTOR.

6. Each provision of this Contract shall be separately enforceable and in the event that a court of competent jurisdiction determines or adjudges that any provision of this Contract is invalid or illegal, such decision shall not affect the rest of the Contract which shall remain in full force and effect.

7. This Agreement shall be governed by and construed in accordance with the laws of Michigan.

8. Independent Contractor. The relationship of the CONTRACTOR to the CITY is and shall continue to be that of an independent contractor and no liability or benefits such as worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

9. Waiver of Liability. The CONTRACTOR hereby waives any claim against the CITY and agrees not to hold the CITY liable for any personal injury or damage incurred by

it, its employees or associates on this project which is not held by a court of competent jurisdiction to be directly attributable to the sole and/or gross negligence or malicious intentional conduct of any employee of the CITY acting within the scope of their employment. It further agrees to hold the CITY harmless from any such claim by its employees or associates.

10. For the purpose of the hold harmless, indemnity, and insurance provisions contained in this Contract, the term "CITY" shall be deemed to include the City of Ypsilanti and all other associated, affiliated, allied or subsidiary entities, or commissions, officers, agents, representatives and employees.

11. The following Indemnification Agreement shall be, and is hereby, a provision of the Contract and shall be endorsed on the reverse sides of all certificates of insurance:

"The CONTRACTOR agrees to protect, defend, indemnity and hold the CITY and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copy right (or application for any thereof) or any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent."

12. Insurance.

a. The CONTRACTOR prior to commencing work shall provide at his own cost and expense the following insurance to the CITY in insurance companies licensed and/or approved in the State of Michigan, which insurance shall be evidenced by certificates and/or policies as determined by the CITY. All policies and certificates of insurance shall be approved by the Department of City Manager of the CITY prior to the inception of any work.

b. Each certificate or policy shall require that, thirty days prior to cancellation or material change in the policies, notice thereof shall be given to the CITY by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the CONTRACTOR and identify the contract number.

c. All property losses shall be made payable to and adjusted with the CITY.

d. In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State in which the work is performed and shall have a financial rating not lower than XI and a policyholder's service rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Certificates of insurance shall note A.M. Best's Rating. Companies with ratings lower than B+:XI will be acceptable only upon written consent of the CITY.

e. All policies and certificates of insurance of the CONTRACTOR shall contain the following clauses:

(1) The clause "other insurance provision" in a policy in which the CITY is named as an insured, shall not apply to the CITY.

(2) The insurance companies issuing the policy or policies shall have no recourse against the CITY (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(3) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the CONTRACTOR.

(4) The CITY (at its option) shall be listed as an Additional Named Insured on the following insurance coverages provided by the CONTRACTOR.

YES ____	NO ____	1)	Comprehensive General Liability
YES ____	NO ____	2)	Automobile Liability
YES ____	NO ____	3)	Owners Contractors Protective Liability

f. The CONTRACTOR shall maintain at its own expense during the term of this Contract the following insurance:

(1) Worker's Compensation insurance with Michigan statutory limits and employers' liability insurance with minimum limits of \$500,000 each accident.

(2) General Liability insurance with a minimum limit of liability per occurrence of \$1 Million Combined Single Limit (Bodily Injury/Property Damage), with no aggregate.

This insurance shall indicate on the Certificate of Insurance the following coverages:

- (a) Premises - Operations
- (b) Independent Contractor and Subcontractors
- (c) Products and Completed Operations
- (d) Broad Form Contractual
- (e) Broad Form Liability Endorsement

(3) Automobile Liability insurance with minimum limits of liability, per occurrence, of \$1 Million Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated in the "Special Conditions" of the Contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (a) Owned automobiles

- (b) Hired automobiles
- (c) Non-owned automobiles

(4) **Protective Liability Insurance: Owners and Contractors.** The CONTRACTOR shall provide the original and duplicate policy of insurance to the City Manager. This insurance contract shall name the CITY as the insured and remain in effect until the contract is accepted by the CITY.

The insurance shall provide minimum limits of liability per occurrence of \$500,000. Combined Single Limit. Said insurance shall provide that the term "Owner" or CITY shall be deemed to include all authorities, boards, bureaus, commissions, divisions, departments, districts and offices of the CITY and the individual members, employees and agents thereof in their official capacities.

(5) **Construction Insurance:** The CONTRACTOR at his own cost and expense shall provide and maintain the applicable construction insurance until the Contract is accepted by the CITY and/or its designee. This coverage shall be written for 100% of the completed value covering the CITY as the insured, with a deductible of not more than \$1,000. The CONTRACTOR shall provide the original and duplicate policy to the CITY (unless the CITY shall accept, in lieu thereof, all contained endorsements including all applicable provisions and coverages).

(6) **Professional Services.** CONTRACTOR shall provide professional liabilities (errors and omissions) insurance, with minimum limits of \$1 Million each occurrence.

(7) **Disability Benefits:** The CONTRACTOR shall provide proof of compliance with the Disability Benefits Law. (If applicable).

(8) **Additional insurance** may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.

g. If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to the CONTRACTOR will be withheld until those requirements have been met, or at the option of the CITY the CITY may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.

h. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

i. If at any time any of the foregoing policies shall be or become unsatisfactory to the CITY to form or substance, or if a company insuring any such policy shall be or become unsatisfactory to the CITY, the CONTRACTOR shall upon notice to that effect from the CITY promptly obtain a new policy, submit the same to the City Manager for approval and submit a certificate thereof as herein provided. Upon failure of the CONTRACTOR to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the CITY may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the CONTRACTOR from any liability under the Contract, nor shall the insurance requirements be construed to

conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification.

j. Certificate of Insurance; required language. The Certificate of Insurance obtained by the CONTRACTOR shall contain the following language: "The City of Ypsilanti, Michigan, its elected officials, officers, employees, boards, commission, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget, including the City of Ypsilanti, are named as additional insured, and such coverage shall be considered to be the primary coverage rather than any policies and insurance or self insurance retention owned or maintained by the City of Ypsilanti."

13. Conflict of Interest. The CONTRACTOR covenants that the CONTRACTOR (individually, or if a corporation, trust, limited liability company or partnership, "the entity") nor any officer, principal, partner, agent or employee of the entity has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in the manner or degree of performance with the Contract. Further that if any such conflict of interest develops and exists during the term of the contract that the CONTRACTOR shall, within 7 days of the existence of such conflict of interest, notify the CITY in writing of the existence and nature of the said conflict of interest.

14. Contingent Fees. The CONTRACTOR warrants it has not employed or retained any company or person other than bonafide employees working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company, or person, other than a bonafide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of making this Contract. For breach or violation of this warranty, the CITY shall have the right to annul the Contract without liability or, at its discretion, to deduct from the fees due the CONTRACTOR, or otherwise, recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

15. The CONTRACTOR further agrees to perform this Contract in accord with all federal, state and local laws and will not discriminate against, or give preferential treatment to, any person based on the person's actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, age, marital status, disability status, gender expression, familial status, education association, height, weight, or other criteria which is not relevant to the particular job. Breach of this provision may be regarded as material breach of the Agreement.

16. The CONTRACTOR further agrees not to discriminate against any employee or applicant for employment based on a person's actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, age, marital status, disability status, gender expression, familial status, education association, height, or weight (except insofar as it relates to a bonafide or occupational qualification reasonably necessary to the normal operation of the business). Breach of this provision may be regarded as material breach of the Agreement.

17. Permits. The CONTRACTOR shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work. In particular, he shall secure and bear the cost of shutting off and turning on public services of every nature which may be required by his operations. Where such discontinuance of service affects consumers, due and sufficient notice shall be served upon those so affected.

18. Improvement of Real Property or Performing Management Construction Services. In the event the contract provides for improvement of real property or performing management construction services as provided in MCLA 125.1591, the following provisions apply:

(A) A contract between CONTRACTOR and the CITY for an improvement as provided above shall contain the following provisions:

(a) That if a CONTRACTOR discovers one or both of the following physical conditions of the surface or subsurface at the improvement site, before disturbing the physical condition, the contractor shall promptly notify the CITY of the physical condition in writing:

(i) A subsurface or a latent physical condition at the site is differing materially from those indicated in the improvement contract.

(ii) An unknown physical condition at the site is of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the improvement contract.

(b) That if the CITY receives a notice under subdivision (A), the CITY shall promptly investigate the physical condition.

(c) That if the CITY determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the contract, the CITY's determination shall be made in writing and an equitable adjustment shall be made and the contract modified in writing accordingly.

(d) That the CONTRACTOR cannot make a claim for additional costs or time because of a physical condition unless the CONTRACTOR has complied with the notice requirements of subdivision (A). The CITY may extend the time required for notice under subdivision (A).

(e) The CONTRACTOR cannot make a claim for an adjustment under the contract after the CONTRACTOR has received the final payment under the contract.

(B) If the CONTRACTOR does not agree with the CITY's determination, with the CITY's consent the CONTRACTOR may complete performance on the contract.

(C) At the option of the CITY, the CONTRACTOR and the CITY shall arbitrate the CONTRACTOR's entitlement to recover the actual increase in contract time and costs incurred because of the physical condition of the improvement site. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and judgment rendered may be entered in any court having jurisdiction.

19. American's With Disabilities Act Compliance. If this contract alters or resurfaces any streets, intersections, sidewalks, or curb ramps, CONTRACTOR shall

ensure that each portion of the project, to the maximum extent feasible, shall be altered in such manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities. Each project shall comply with the American's With Disabilities Act requirements, including 28 C.F.R. §§ 35.151(b),(c),(e)(1), and (e)(2) and 28 C.F.R. Part 36, App. A, the ADAAG.

Note: The City of Ypsilanti has chosen to follow the ADAAG standards rather than the UFAS standards. *See* United States Department of Justice ADA Title II Technical Assistance Manual, Section II-6.2100)

As used in this Section, the term "resurface" shall have the definition given by the United States Department of Justice Title II Technical Assistance Manual § II-6.6000 "Resurfacing beyond normal maintenance is an alteration. Merely filling potholes is considered to be normal maintenance."

As used in this Section, the term "to the maximum extent feasible" shall have the meaning set forth at 28 C.F.R. § 36.402(c).

As used in this Section, the term "readily accessible to and usable by persons with disabilities" shall have the meaning set forth at Section II-6.1000 of the US Department of Justice ADA Title II Technical Assistance Manual, and set forth at 28 CFR Appendix B Section 36.401.

20. Prevailing Wage. If the Contract is in amount in excess of \$25,000, all craftsmen, mechanics, and laborers (not including persons employed directly by the CITY) employed directly upon the site of the work shall receive at least the prevailing wages and fringe benefits of the building trades department for the corresponding classes of craftsmen, mechanics, and laborers, as determined and published by the Davis-Bacon division of the United States Department of Labor for the greater Ypsilanti Area. All subcontracts entered into by the CONTRACTOR for services or work under this Contract shall contain the provisions as set forth in this paragraph. CONTRACTOR and all subcontractors engaged in the performance of services or work under the Contract shall furnish proof, at the request of and satisfactory to the CITY, that the provisions of this paragraph are being complied with.

21. Living Wage.

A. (1) If this contract involves \$10,000, or more, Living Wages shall be paid according to the Ypsilanti Living Wage Ordinance (The Ordinance), being Chapter 2, Article VI, Division 4 of the City Code; and

(2) Suitable notices shall be posted in the work place; and

(3) Evidence of compliance including payroll records shall be provided to the Ypsilanti Personnel Department within 10 days of written request from the Ypsilanti Personnel Department.

B. In the event of violation of the provisions of The Ordinance or this contract this contract may be modified or terminated to comply with the provisions of The Ordinance, including withholding of moneys in amount equal to Living Wages not paid in accordance with The Ordinance and the City may also take action to recover the amount of the contract provided to any person found to have violated The Ordinance.

C. Any employee shall have a separate cause of action to enforce the provisions of this contract and The Ordinance and any rights conferred under The

Ordinance, in law and or equity, and any court of competent jurisdiction upon proper proof and the prevailing of the employee in such action, shall award actual damages, wage restitution, interest and actual attorney fees.

D. The City shall have the right to enforce this contract and The Ordinance in law or equity by court process including specific performance.

22. Minimum Wage.

A. (1) The CONTRACTOR must pay minimum wages to all employees according to the Minimum Wage Ordinance (The Ordinance), being Chapter 2, Article III, Division 3 of the City Code.

(2) The CONTRACTOR must post suitable notices in the work place.

(3) The CONTRACTOR must provide evidence of compliance, including payroll records, to the Ypsilanti Personnel Department within 10 days of written request from the Ypsilanti Personnel Department.

B. In the event of violation of the provisions of The Ordinance or this contract this contract may be modified or terminated to comply with the provisions of The Ordinance, including withholding of moneys in amount equal to Minimum Wages not paid in accordance with The Ordinance and the City may also take action to recover the amount of the contract provided to any person found to have violated The Ordinance.

C. Any employee shall have a separate cause of action to enforce the provisions of this contract and The Ordinance and any rights conferred under The Ordinance, in law and or equity, and any court of competent jurisdiction upon proper proof and the prevailing of the employee in such action, shall award actual damages, wage restitution, interest and actual attorney fees.

D. The City shall have the right to enforce this contract and The Ordinance in law or equity by court process including specific performance.

23. Not in Default to City. The CONTRACTOR hereby certifies that the CONTRACTOR is not in default to the CITY, and that there are no unpaid taxes, real or personal, owed to the CITY by the CONTRACTOR, and the CONTRACTOR has no other unfulfilled obligations to the CITY and is in compliance with all Ypsilanti City codes and ordinances. The parties understand that a breach of this provision is a material breach of the contract.

24. Except in amounts less than \$20 million, CONTRACTOR certifies that it, its successor, its parent company, or any of its subsidiaries or subunits does not engage in the practice of committing or contributing funds or property, extending credit, or contract for goods or services to develop petroleum resources, natural gas resources, or nuclear power in Iran.

25. Equal Employment Opportunity. If this Contract is funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

26. Copeland "Anti-Kickback" Act. If this Contract in excess of \$2000 for construction or repair, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

27. Davis-Bacon Act. If this is a construction contract of more than \$2,000, or otherwise required by Federal program legislation, CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week.

28. Contract Work Hours and Safety Standards Act. If this is a construction contract in excess of \$2000 or contract that involves the employment of mechanics or laborer in excess of \$2500, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).

29. Rights to Inventions Made Under a Contract or Agreement. If this is a contract for the performance of experimental, developmental, or research work, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR agrees to rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

30. Clean Air Act and the Federal Water Pollution Control Act. If this is a contract in excess of \$100,000, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

31. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If this is a contact above \$100,000, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR certifies that it has not and will not use Federal

appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 and further agrees to disclosure of any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

32. The Contract and its attachments, and this Addendum, are the sole Contract and Agreement between the parties. Any changes, additions or deletions shall not be effective or actionable unless they are in writing signed by the parties.

IN WITNESS WHEREOF, the undersigned have set their hands this ____ day of _____, 20____.

CONTRACTOR

CITY OF YPSILANTI

BY: _____
Print:
Its:

BY: _____
Frances McMullan
City Manager

APPROVED AS TO FORM:

JOHN M. BARR P-10475
Ypsilanti City Attorney

Appendix F:
City of Ypsilanti Affirmative Action Ordinance

Sec. 2-316. - Definitions.

The following words, terms and phrases when used in this division shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Affirmative action means all of the various methods and procedures by which equal opportunity to employment without regard to race, national origin, religion, sex, sexual orientation, age or marital status may be legally effectuated.

Age means chronological age.

Contractor means:

- (1) A person who, by contract, furnishes services, materials or supplies.
- (2) Contractor does not include persons who are merely creditors or debtors of the city, such as those holding the city's notes or bonds or persons whose notes, bonds or stock are held by the city.
- (3) Provisions of this division shall not apply to persons who are sole proprietors of their business and who have no employees. Contracts for amounts not exceeding \$2,000.00 shall also be exempt from this division.

Discriminate means to make a decision, offer to make a decision or refrain from making a decision based in whole or in part on the race, national origin, religion, sex, sexual orientation, age or marital status of another person or that person's relatives or associates.

Marital status means the state of being married, unmarried, divorced or widowed.

Minority means a person who is black, a Native American or a Spanish American or Spanish-surnamed American or an Asian.

Minority business enterprise means a business enterprise of which more than 50 percent of the voting shares or interest in the business is owned, controlled and operated by individuals who are members of a minority, or who are women, and with respect to which more than 50 percent of the net profit or loss attributable to the business accrues to shareholders who are members of a minority or women.

Religion means all aspects of religious observance and practices as well as beliefs unless an employer demonstrates that he is unable to reasonably accommodate an employee's or a prospective employee's religious observance or a practice without undue hardship on the conduct of the employer's business.

Sexual orientation means male or female homosexuality, heterosexuality or bisexuality, by preference or practice.

(Code 1983, § 1.271)

Cross reference— Definitions generally, § 1-2.

Sec. 2-317. - Compliance program.

The city shall establish a program of contract compliance, whereby good faith efforts of prospective contractors and contractors to provide affirmative action are monitored.

(Code 1983, § 1.272)

Sec. 2-318. - Compliance officer; rules.

The city manager shall appoint a contract compliance officer. The contract compliance officer or his designee shall establish rules, regulations, or guidelines, that may be necessary to implement contract compliance.

(Code 1983, § 1.273)

Sec. 2-319. - Approval of contractors.

All contractors proposing to do business with the city, except those specifically exempt by regulations promulgated by the city manager, shall receive approval from the contract compliance officer prior to entering into a contract with the city.

(Code 1983, § 1.274)

Sec. 2-320. - Employment opportunity.

Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment in the manner which provides equal employment opportunity and tends to eliminate inequity based upon race, national origin, religion, sex, sexual orientation, age or marital status.

(Code 1983, § 1.275)

Sec. 2-321. - Contractor's agreement.

During the performance of a contract, the contractor agrees as follows: The contractor will not discriminate against any employee or applicant for employment because of race, national origin, religion, sex, sexual orientation, age or marital status. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, national origin, religion, sex, sexual orientation, age or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause per Presidential Executive Order Number 11246, Sub/Part B(i).

(Code 1983, § 1.276)

Sec. 2-322. - Information.

- (a) Each prospective contractor shall submit to the city, data showing current total employment by occupational category, sex and minority. The contractor will provide upon request and in a timely manner, all information the contract compliance officer deems necessary for evaluation of affirmative action, including providing access to all books, records and accounts pertaining to the contractor's employment practices.
- (b) If upon review of the aforementioned information, the contract compliance officer concludes that the prospective contractor's work force reasonably reflects the proportions of minorities and females in the labor force within the Ann Arbor—Ypsilanti standard metropolitan statistical area, such contractor will be deemed to have fulfilled the city's requirement for equal employment opportunity and will be considered an eligible bidder on city contracts.
- (c) Subsection (b) of this section shall not apply to any contract for which the contract compliance officer or his designee makes the determination that such provision cannot be fulfilled by minority business enterprises or minority group members or females located within a reasonable trade area determined in relation to the nature of work or services to be provided.
- (d) If, however, the contract compliance officer concludes that the prospective contractor's work force is deficient in representation of minorities and females compared to their proportional representation in the labor force of Ypsilanti—Ann Arbor standard metropolitan statistical area, the contractor will not

be deemed to have fulfilled the city's equal employment opportunity requirement and considered an ineligible bidder unless:

- (1) The contractor assures that ten percent of the total prime contract amount will be expended on services or supplies from minority business enterprises;
- (2) The contractor assures that ten percent of the total prime contract amount will be expended on services or supplies from persons employing at least 50 percent minorities, and that the contractor provides documentary evidence of such minority employment; or
- (3) The contractor agrees to work with the contract compliance officer to:
 - a. Set affirmative action goals, for each job category or division of the work force used in the completion of the work;
 - b. Provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
 - c. Permit the contract compliance officer access to all books, records and documents pertaining to its employment practices for the purpose of determining compliance with the affirmative action agreements.

The contract compliance officer will make a determination of reasonable progress in this direction using establishment criteria.

(Code 1983, § 1.277)

Sec. 2-323. - Compliance monitoring.

The contract compliance officer shall monitor the compliance of each contractor based upon the affirmative action agreement provisions of each contract. For instances of noncompliance, the contract compliance officer shall develop procedures and regulations which provide the contractor with notice of noncompliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.

(Code 1983, § 1.278)

Sec. 2-324. - Contract provisions.

- (a) The city's contract shall provide further that breach of obligation to take affirmative action shall be a material breach of the contract for which the city shall be entitled, at its option, to do any or all of the following:
 - (1) To cancel, terminate or suspend the contract in whole or part or refuse to make any required periodic payments or both;
 - (2) Declare the contractor ineligible for the award of any future contracts with the city for a specified length of time;
 - (3) To recover liquidated damages of a specific sum, such sum to be that percentage of the labor expenditures for the time period involved which would have accrued to minority group members had the affirmative obligation not been breached;
 - (4) Impose for each day of noncompliance, liquidated damages of a specified sum, based upon the following schedule:

Contract Amount	Assessed Damages Per Day of

	Noncompliance
\$5,000.00—\$24,999.00	\$ 25.00
\$25,000.00—\$99,999.00	50.00
\$100,000.00—\$199,999.00	100.00
\$200,000.00—\$499,999.00	150.00
\$500,000.00—\$1,499,999.00	200.00
\$1,500,000.00—\$2,999,999.00	250.00
\$3,000,000.00—\$4,999,999.00	300.00
\$5,000,000.00 and above	500.00

- (b) In addition, the contractor shall be liable for any costs or expenses beyond the contract incurred by the city in obtaining from the other sources the work and services to be rendered or performed or goods or properties to be furnished or delivered to the city under this contract.

(Code 1983, § 1.279)

Sec. 2-325. - Initiation of prosecution for violation.

Prosecution for violation of this division may be initiated by complaint of the affected person or by the contract compliance officer on the basis of an investigation by that person.

(Code 1983, § 1.280)

Sec. 2-326. - Annual contract compliance report.

An annual contract compliance report shall be prepared and presented to city council by the first study session in July of each year, except for special reports requested by city council.

(Code 1983, § 1.281)

Sec. 2-327. - Local employees.

Contractors shall make good faith efforts to employ local persons so as to enhance the local economy.

(Code 1983, § 1.282)

Sec. 2-328. - Additional remedies.

Nothing contained in this division shall be deemed or construed to be substitute for or to abolish or impair existing, other or future legal remedies of the city or its officers or agencies, including criminal prosecutions under this or any other ordinance of the city or the laws of the state, even though such remedies may not be specifically enumerated or mentioned herein.

(Code 1983, § 1.283)

Sec. 2-329. - Penalties.

Where no specific penalty is provided for violation of any provision of this division, any person who shall violate any provision of this division shall be guilty of a misdemeanor and shall upon conviction be punished as provided in section 1-15.

(Code 1983, § 1.284)

Secs. 2-330—2-345. - Reserved.



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ron Akers
DATE: September 15, 2020
SUBJECT: 2020 METRO Ramps Project

DESCRIPTION:
2020 METRO Ramps Project

SUMMARY:

As part of a Consent Decree entered into by the City of Ypsilanti in 2005, the City is required to spend \$100,000 each year retrofitting existing sidewalk ramps to ADA standards until all of the sidewalk ramps in the City have been retrofitted. This is accomplished by utilizing Community Development Block Grant (CDBG) funds and METRO Act funds that we receive from the State of Michigan. The Department of Public Services administers these as two (2) separate contracts and this proposal before council is the METRO contract for sidewalk ramp improvements. The proposed locations of the sidewalk ramps to be retrofitted are as follows:

A sealed bid for the project was received at 10:30 am on September 8, 2020 in the City of Ypsilanti Council Chambers. GM & Sons, Inc was the lowest responsive bidder at \$69,950 and it has been recommended by the City Engineer to award this contract to them. The proposed contract will be submitted to the City Attorney for review and any approval should be conditioned upon City Attorney approval.

RECOMMENDED ACTION:

Based on the recommendation from the City Engineer staff recommends City Council award the 2020 METRO Ramps contract to GM & Sons, Inc. for the bid amount of \$69,950.

ATTACHMENTS: Engineer Recommendation Letter; Bid Tabulation; Proposed Construction Contract/Documents;

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-197
September 15, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, funding has been programmed for the retrofitting of existing sidewalk ramps in the City of Ypsilanti; and,

WHEREAS, the City of Ypsilanti has solicited sealed bids for the project; and,

WHEREAS, GM & Sons Construction is the lowest qualified bidder and is being recommended by the City's engineering consultant for this project.

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti awards the 2020 METRO Ramps contract to GM & Sons Construction for the bid amount of \$69,950; and

THAT the Mayor and City Clerk are authorized to sign this contract, subject to review by the City Attorney and any change orders are subject to review and approval by the City Manager to facilitate the completion of this work.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 15 day of September 2020

#Resolution No. 2020-197



ARCHITECTS. ENGINEERS. PLANNERS.

September 9, 2020

City of Ypsilanti
One Huron Street
Ypsilanti MI 48197

Attention: Ron Akers, AICP
Director of Public Services
City of Ypsilanti

Regarding: Recommendation of Award
2020 Ramp Program

Dear Mr. Akers:

Three sealed bids for the 2020 Ramp Program were received and publicly read aloud at 1:00 pm on Tuesday, September 8, 2020 in the City of Ypsilanti Council Chambers. The three bids ranged from \$69,950 to \$98,584. The detailed bid tabulation is attached.

GM & Sons Construction is the lowest responsive bidder on the project. All required information, including bond surety, statement of qualifications, and subcontractors listing, has been provided.

It appears GM & Sons Construction is capable of performing the work based on past experiences, referenced projects, and information provided with the statement of qualifications in the bid package. Furthermore, GM & Sons Construction has performed sidewalk work within the City of Ypsilanti in the past. Based on the submitted information, it is recommended that the City of Ypsilanti, 2020 Ramp Program contract be awarded to GM & Sons Construction for the bid amount of \$69,950.

Should there be any questions, please contact this office at (734) 522-6711.

Sincerely,
OHM Advisors

A black rectangular redaction box covering the signature of Rachel Jackson.

Rachel Jackson, P.E.

CC: Frances McMullan, City Manager
Kent Early, OHM Advisors

P:\0000_0100\0094200050_2020_Ramp_Program\PM\Correspondence\2020 Ramp Program Bid Award Recommendation Letter.docx\

Attachment: Bid Tab

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

T 734.522.6711
F 734.522.6427

OHM-Advisors.com

Tabulation for Bids Received on 9/8/2020
 2020 Ramp Program
 City of Ypsilanti, Washtenaw County, State of Michigan
 OHM Job No.: 0094-20-0050

GM & Sons, Inc.
 6784 Whitmore Lake Road
 Whitmore Lake, MI 48189

Doan Construction Co.
 3670 Carpenter Road
 Ypsilanti, MI 48197

Spence Brothers
 4130 Varsity Drive, Suite A
 Ann Arbor, MI 48108

Phone: (734) 929-1259

Phone: (734) 971-4678

Phone: (734) 887-8785

Item No.	Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1)	Mobilization, Max. 5%	1 LS	\$3,450.00	\$3,450.00	\$3,280.00	\$3,280.00	\$3,250.00	\$3,250.00
2)	Traffic Control and Maintenance	1 LS	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$1,300.00	\$1,300.00
3)	Erosion Control, Inlet Protection, Fabric Drop	2 Ea	\$200.00	\$400.00	\$150.00	\$300.00	\$260.00	\$520.00
4)	Curb and Gutter, Rem	200 Ft	\$20.00	\$4,000.00	\$10.00	\$2,000.00	\$8.00	\$1,600.00 ¹
5)	Pavt, Rem	200 Syd	\$20.00	\$4,000.00	\$18.00	\$3,600.00	\$35.00	\$7,000.00 ¹
6)	Sidewalk, Rem	30 Syd	\$20.00	\$600.00	\$9.00	\$270.00	\$23.00	\$690.00
7)	Station Grading	1.8 STA	\$2,000.00	\$3,600.00	\$1,500.00	\$2,700.00	\$5,980.00	\$10,764.00
8)	HMA, 13A, Repair	50 Ton	\$350.00	\$17,500.00	\$350.00	\$17,500.00	\$260.00	\$13,000.00
9)	Dr Structure, Adjust	2 Ea	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$1,950.00	\$3,900.00
10)	Curb and Gutter, Conc, Det F3	200 Ft	\$35.00	\$7,000.00	\$53.00	\$10,600.00	\$65.00	\$13,000.00 ¹
11)	Sidewalk Retaining Wall, Integral, Less than 6 inch Height	50 Sft	\$20.00	\$1,000.00	\$40.00	\$2,000.00	\$61.00	\$3,050.00 ¹
12)	Sidewalk Retaining Wall, Integral, 6 inch to 18 inch Height	60 Sft	\$25.00	\$1,500.00	\$40.00	\$2,400.00	\$139.00	\$8,340.00 ¹
13)	Detectable Warning Surface	30 Ft	\$45.00	\$1,350.00	\$30.00	\$900.00	\$130.00	\$3,900.00
14)	Sidewalk Ramp, Conc, 6 inch	900 Sft	\$8.50	\$7,650.00	\$15.75	\$14,175.00	\$19.00	\$17,100.00 ¹
15)	Sidewalk, Conc, 4 inch	200 Sft	\$6.50	\$1,300.00	\$10.25	\$2,050.00	\$19.00	\$3,800.00 ¹
16)	Pavt Mrkg, Polyurea, 12 inch, Crosswalk	90 Ft	\$20.00	\$1,800.00	\$7.50	\$675.00	\$8.00	\$720.00 ¹
17)	Pavt Mrkg, Polyurea, 6 inch, Crosswalk	70 Ft	\$15.00	\$1,050.00	\$15.00	\$1,050.00	\$16.00	\$1,120.00 ¹
18)	Remove and Reset Salvaged Sign	1 Ea	\$750.00	\$750.00	\$150.00	\$150.00	\$130.00	\$130.00
19)	Surface Restoration	600 Syd	\$15.00	\$9,000.00	\$10.00	\$6,000.00	\$9.00	\$5,400.00 ¹
TOTAL BID AMOUNT				<u>\$69,950.00</u>	<u>\$72,150.00</u>	<u>\$98,584.00</u> ²		

CORRECTIONS

¹ Amount adjusted to correct bidder's multiplication error

² Total adjusted to reflect bidder's above errors

\\ohm\dfs\Corporate\Projects\0000_0100\0094200050_2020_Ramp_Program\Civil\Bidding\[Bid Tab 0094-20-0050 - 2020 Ramp Program.xls]Sheet1

Hilyard Robinson Way/ Armstrong Crosswalk

Map for estimate

Legend

 Ypsilanti Housing Commission

Total
sidewalk is
158'-7"

ard Robinson Way

Armstrong Dr

Armstrong Ct

Google Earth

© 2018 Google



100 ft

**CONTRACT DOCUMENTS
FOR
2020 RAMP PROGRAM**

**CITY OF YPSILANTI
YPSILANTI, MI 48197**

OHM Advisors
34000 Plymouth Road
Livonia, Michigan 48150

0094-20-0050
August 25, 2020

2020 Ramp Program
City of Ypsilanti
0094-20-0050
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ADVERTISEMENT FOR BID

2020 Ramp Program
City of Ypsilanti
August 25, 2020

Digital Bid submissions will be accepted when sent to ahellenga@cityofypsilanti.com by 10:30 am local time, on September 8, 2020. Sealed Bids for 2020 Ramp Program can still be received at the office of the City of Ypsilanti by the Clerk's Office located at 1 S Huron St, Ypsilanti, MI 48197, but be aware that Clerk's Office is closed to the public. The description of work involved is as follows:

Construct ADA-compliant curb ramps and sidewalk at Armstrong Drive and Armstrong Court in the City of Ypsilanti.

Bidding Documents may be obtained after August 25, 2020 at 2:00 pm on BidNet Direct website (formerly MITN). Neither Owner nor ENGINEER will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than BidNet Direct website. Bidders should direct correspondence to the ENGINEER at rachel.jackson@ohm-advisors.com.

Bid Security in the form of a Bid Bond for a sum no less than five percent (5%) of the amount of the Bid will be required with each Bid.

The OWNER reserves the right to accept any Bid, reject any Bid, or waive irregularities in Bids.

No Bid may be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receipt of the Bids.

No pre-bid meetings are scheduled for this project.

Andrew Hellenga, City Clerk
City of Ypsilanti

INSTRUCTIONS TO BIDDERS

1. BIDS

- A. Sealed Bids will be received as per Advertisement for Bids.
- B. Bid Forms shall be submitted only on forms provided by the ENGINEER and shall be of the type specified in the Bid Form.
- C. Bid Forms must be completed legibly in ink or by typewriter. In case of a discrepancy between the unit price and the extended amount, the unit price shown shall govern. Illegibility of any figure or word in the Bid Form may be sufficient cause for rejection of the Bid by the OWNER.
- D. Bid Forms shall be enclosed in sealed envelopes marked with the name of the project and Bidder and shall be delivered to the OWNER at the place specified in the Advertisement for Bids on or before the time specified in the Advertisement for Bids.
- E. Bid Forms shall be made in full conformity with all the conditions set forth in the drawings and in these specifications

2. NAME AND STATUS OF BIDDER

- A. The name and legal status of Bidder, that is, as a corporation, partnership or individual, shall be stated in the Bid Form.
- B. Anyone signing a Bid Form as an agent of another or others must submit with the Bid Form legal evidence of his authority to do so.
- C. The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state, must be

given after his signature. Phone and fax numbers are also required.

3. BID SECURITY

Each Bid must be in the form requested in the Advertisement for Bid. The CONTRACTOR shall complete and sign the Bid Guarantee form (page BG-1). If a Bid Bond is requested, it must be from a Treasury Listed surety company licensed to do business in the state of Michigan in the amount as stated in the Advertisement for Bid, payable to the OWNER as a guarantee on the part of the Bidder that he will, if called upon, enter into the attached Agreement.

4. BONDS

- A. CONTRACTOR will be required to furnish performance and payment bonds each equal to one-hundred percent (100%) of the Contract Sum. The bonds shall be the OWNER's guarantee of the faithful performance and payment of all the CONTRACTOR's obligations under the Agreement. These bonds shall remain in effect for the period as stated in each bond's provisions.
- B. Maintenance and Guarantee Bonds shall be required.

5. INSPECTION OF SITE

- A. Before submitting a Bid Form, each Bidder shall personally inspect the site of the proposed work to arrive at a clear understanding of the conditions under which the work is to be done.
- B. Each Bidder shall be held to have compared the premises with the Bid documents and to have satisfied himself as to conditions of the premises, existing construction and any other conditions

affecting the carrying out of the work before delivery of his Bid Form.

- C. No allowance or extra consideration on behalf of the CONTRACTOR will subsequently be allowed by reason of error or oversight on the part of the CONTRACTOR or on account of interference by the OWNER's or other CONTRACTOR's activities.

6. TIME OF COMPLETION

Time of completion will be as stated in the Agreement.

7. EXPLANATION TO BIDDERS BY ADDENDA

- A. Neither the OWNER nor the ENGINEER will give verbal answers to inquiries regarding the meaning or intent of the Contract Documents prior to award of the Contract. Any verbal statements regarding same by any person prior to the award shall be without legal effect.
- B. Explanations desired by Bidders shall be requested of the ENGINEER in writing and, if explanations are necessary, a reply will be made in the form of an addendum, a copy of which will be forwarded to each Bidder of Record whose work is affected.
- C. Addenda issued to Bidders prior to date of receipt of Bid Forms shall become a part of the Contract Documents, and all Bid Forms shall include the work described in the Addenda.
- D. No inquiry received within four (4) business days of the date fixed for opening of the Bids will be given consideration.
- E. Failure of the ENGINEER to send, or the Bidder to receive, any such interpretations shall not relieve the Bidder from obligation under his Bid as submitted.

- F. Bidder of Record is defined as an individual, partnership or corporation having purchased a set of Bid Documents from the ENGINEER.

8. EXPERIENCE AND FINANCIAL STATEMENT

- A. It is the intention of the OWNER to award the Contract to a contractor fully capable, both financially and as regards to experience to perform and complete the work in a satisfactory manner. Each Bidder must complete the Statement of Qualifications, which follows the Bid Form. If required by the OWNER, each Bidder under consideration may be required to submit additional evidence of qualifications.
- B. Each Bidder under consideration must be able to demonstrate that the Bidder has successfully completed projects of a similar nature and scope within the last two years.

9. SUBCONTRACTORS

Bidder shall submit to OWNER a list of all subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of work as to which such identification is so required. If requested by the OWNER, the apparent successful Bidder and any other Bidder so requested, will, within ten (10) days after the day of Bid opening, submit a Statement of Qualifications with pertinent information as to similar projects and other evidence of qualification for each such subcontractor, person and organization if requested by the OWNER. If the OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed subcontractor, other person or organization, OWNER may request the apparent successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent successful Bidder declines to make any such substitutions, the Contract shall not

be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any subcontractor, other person or organization so listed and to whom the OWNER or ENGINEER does not make written objection prior to signing of the Agreement will be deemed acceptable to the OWNER and ENGINEER.

10. AWARD OF CONTRACT

The OWNER reserves the right to accept any Bid, to reject any or all Bids, and to waive defects or irregularities in any Bid for any reason or no reason at all. The OWNER also reserves the right to award some, none, or all of the Contract.

End of Section

11. LIQUIDATED DAMAGES/INCENTIVES

- A. If the CONTRACTOR fails to complete all the work within the time stipulated, he will be assessed liquidated damages as set forth in the Agreement.
- B. If set forth in the Agreement, incentives will be paid by OWNER to CONTRACTOR at the rate specified in the Agreement, when the work is completed prior to the time specified in the Agreement.

12. TAXES

The Bidder shall include in the base Bid and shall pay all applicable federal, state and local taxes of whatever character and description.

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

These Supplemental Instructions to Bidders (SIB) amend or supplement the Instructions to Bidders. All provisions that are not so amended or supplemented remain in full force and effect.

A. Time of Completion & Construction Schedule

Prior to the execution of the Contract, the CONTRACTOR shall submit an outline of his proposed order of work and indicate dates for completing the major items of work. Major items shall be considered to be removal of existing curb and sidewalk, pavement repairs, construction of ADA compliant sidewalk ramps, and surface restoration. This schedule, when approved by the OWNER, shall become part of the Contract.

A pre-construction meeting shall be arranged prior to the start of work. The CONTRACTOR shall bring a tentative schedule to the pre-construction meeting. At this time, all Contract requirements shall be reviewed.

It is anticipated that construction will begin on October 5, 2020. The CONTRACTOR shall complete the proposed work, including final tests thereof, in order to have the sidewalk, all pavement and curb repairs and pavement markings finished as of the substantial completion date. Final cleanup and restoration shall be finished by the project completion date, unless otherwise directed in writing by the OWNER or its ENGINEER.

Summary of anticipated dates:

Contract Award	September 15, 2020
Construction Start Date	October 5, 2020
Substantial Completion	October 31, 2020
Project Completion.....	November 14, 2020

All requests for extensions of time shall be submitted in writing in accordance with Section 15 of the General Conditions. Such requests shall:

- 1. Detail the reason for the request.
- 2. Provide a realistic revised completion date.
- 3. Indicate any other areas that may be impacted by such an extension.

The CONTRACTOR shall request a deadline extension as soon as it has become apparent the completion date is unreasonable. In no case will a request be considered if it is submitted after the originally required completion date has passed.

The OWNER and the CONTRACTOR may, upon mutual agreement, extend the contract to complete additional ramp replacements.

B. Project Financial Information

**MINIMUM WAGE FOR EMPLOYEES OF CONTRACTORS
PERFORMING WORK OR SERVICES FOR THE CITY OF YPSILANTI**

All CONTRACTORS, including subcontractors, performing work or services for the City shall be required to pay not less than the prevailing wages and fringe benefits to all employee "construction mechanics", as determined by the Davis-Bacon Division of the United States Dept. of Labor for the Washtenaw County area.

"Construction Mechanic" is defined as a skilled or unskilled mechanic, laborer, worker, helper, assistant or apprentice working on a City project, but shall not include executive, administrative, professional, office or custodial employees.

Record Keeping and Verification:

Every CONTRACTOR shall keep an accurate record showing the name, social security number, occupation, and actual wages and benefits paid to each construction mechanic employed by him in connection with this contract. The CONTRACTOR shall submit a copy of this record for the work period covered by each construction pay estimate period. The copy of the wages and benefits record shall be submitted by the CONTRACTOR with each request for payment.

Payment of less than prevailing wages, termination of contract, liability for excess costs: The Authority, by written notice to the CONTRACTOR and sureties of the CONTRACTOR known to the City, may terminate the CONTRACTOR'S right to proceed with that part of the contract for which less than prevailing rates of wages and benefits have been paid, and may proceed to complete the contract by separate agreement with another CONTRACTOR or otherwise and the original CONTRACTOR and his sureties shall be liable to the contracting agent for any excess costs occasioned thereby.

**MINIMUM WAGE FOR EMPLOYEES OF CONTRACTORS
PERFORMING SERVICES FOR THIS CONTRACT**

a. This section is ordained for the purpose of establishing a procedure to insure that CONTRACTORS performing services on City buildings, parks or water and sewer lines shall pay employees in accordance with the prevailing wage rates.

b. No contract, agreement, understanding or other arrangement, whether oral or written, for the construction or substantial remodeling of any building or part thereof, for or on behalf of or owned by the City, involving craftsmen, mechanics and laborers employed directly upon the site of work, shall be entered into, approved or executed, unless such contract, agreement, understanding or arrangement shall provide and require that all craftsmen, mechanics and laborers so employed shall receive at least the prevailing wages and fringe benefits of the building trades department for corresponding classes of craftsmen, mechanics and laborers, as determined and published by the Davis-Bacon Division of the United States Department of Labor for the Washtenaw County area.

c. Such contract, agreement, understanding or arrangement shall provide that all subcontracts entered into by the CONTRACTOR shall contain the provisions set forth above with respect to the contractor and all such contracts, agreements, arrangements or understandings shall provide that all contractors and subcontractors engaged in performance of service or work for the City to which this section applies shall, at the request of the City, furnish proof satisfactory to the City that the foregoing provisions of such contract or

subcontract are being complied with. It shall be the responsibility of the City, on demand, to post at an appropriate place in the City Clerk's office, prevailing wages and fringe benefits that may be in effect in accordance with the foregoing, and the City is directed to see that the requirements of this section are contained in and complied with in all contracts, agreements, understandings or arrangements for work or services to be performed for the City.

LIVING WAGE

- A. (1) Living wages be paid according to the Ypsilanti Living Wage Ordinance No. 892 (The Ordinance), and
 - (2) Suitable notices be posted in the work place; and
 - (3) Evidence of compliance including payroll records be provided to the Ypsilanti Personnel Department within 10 days of written request from the Ypsilanti Personnel Department.
 - B. In the event of violation of the provision of The Ordinance or this Contract this Contract may be modified or terminated to comply with the provisions of The Ordinance, including withholding of moneys in amount equal to Living Wages not paid in accordance with The Ordinance and the City may also take action to recover the amount of the Contract provided to any person found to have violated The Ordinance.
 - C. Any employee shall have a separate cause of action to enforce the provisions of this Contract and The Ordinance and any rights conferred under The Ordinance, in law and or equity, and any court of competent jurisdiction upon proper proof and the prevailing of the employee in such action, shall award actual damages, wage restitution, interest and actual attorney fees.
 - D. The City shall have the right to enforce this Contract and The Ordinance in law or equity by court process including specific performance.
 - E. The CONTRACTOR has knowledge of and agrees to comply with the provisions of the Ypsilanti City Ordinance 892, Living Wage. The documents are included in the Appendix. They must be completed and returned for the bid to be considered complete.
 - C. Equal Opportunity
- The CONTRACTOR has knowledge of and agrees to comply with the provisions of the Ypsilanti City Ordinance 538, Affirmative Action. The documents are included in the Appendix. They must be completed and returned with each bid.

D. Permits

The following permits will be required for project construction. The CONTRACTOR is required to comply with all terms and conditions of the permit as incidental to the unit prices bid and no extra compensation will be allowed.

a. Permitting Agency: Ypsilanti City Right of Way Permit

Contact at Agency: Ron Akers, AICP

Phone number: 734-483-1421

Permit Fee: Waived

Bond Amount (if applicable): None

Date of Application: _____

Person Responsible for Acquiring the Permit: Contractor

Date Permit issued if already in hand: _____

Application has been made by the Engineer for the permits identified above. Unless otherwise indicated, the CONTRACTOR must secure the permits prior to the start of construction and shall be responsible for all associated fees, deposits, bonds, proof of insurance, etc. The Contractor shall also be responsible for arranging for inspection by the governing agencies.

Work cannot proceed until all permits are obtained.

E. Pre-bid Meeting

No pre-bid meeting is scheduled for this project.

F. Contractor Qualifications

Pages SQ-1-3 must be filled out by the bidder. If all of these pages are not complete the bid will be treated as incomplete and will not be considered.

INSURANCE SPECIFICATIONS

1. LIABILITY OF CONTRACTOR

The Contractor shall take all responsibility for the work and shall provide barricades, watchmen and lights, and take all precautions for preventing injuries to persons and property on or about the work; shall bear all losses resulting to him on account of the amount or character of the work or because the nature of the ground in which the work is done is different from what was estimated or expected, or on account of weather, floods, elements or other cause; and shall assume defense of, indemnify and save harmless the party of the first part and its individual officers and agents from all claims relating to labor, equipment and materials furnished for the work, inventions, patents and patent rights used in doing the work, also to injuries to any person or property received or sustained by or from the CONTRACTOR, his agents or employees.

The mention of any specific duty or liability of the CONTRACTOR in any part of the specifications shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the CONTRACTOR by the specifications.

INDEMNIFICATION - HOLD HARMLESS AGREEMENT

The CONTRACTOR agrees to indemnify, defend, and save harmless the OWNER and ENGINEER, their consultants, agents, and employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the OWNER and ENGINEER, their consultants, agents, and employees for damages to property and for damages because of bodily injury, including death at any time resulting therefrom, arising out of or in consequence of the performance of this work, whether such injuries to persons or damage to property is due, or claimed to be due, to the negligence of the CONTRACTOR, his subcontractors, the OWNER, the ENGINEER, and their consultants, agents, and employees, except only such injury or damage as shall have been occasioned by the sole negligence of the OWNER, the ENGINEER, and their agents and/or consultants.

COMPOSITION OF THE CONTRACTOR

If the CONTRACTOR hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

2. INSURANCE

2.1. Insurance Required of the CONTRACTOR:

Prior to commencement of work, the CONTRACTOR shall purchase and maintain during the term of the project such insurance as will protect him, the OWNER(s), and Orchard, Hiltz & McCliment, Inc., Consulting Engineers, from claims arising out of the work described in this Contract and performed by the CONTRACTOR, subcontractor(s) or sub-subcontractor(s) consisting of:

2.1.1. Workers' Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation Statutes of the states in which work is conducted under this Contract; disability benefit laws, if any; or Federal compensation acts such as U.S. Longshoremen or Harbor Workers', Maritime Employment, or Railroad Compensation Act(s), if applicable. Self-insurance plans approved by the regulatory authorities in the state in which work on this project is performed are acceptable.

2.1.2. A Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property including loss of use thereof, including the following exposures:

- A. All premises and operations.
- B. Explosion, collapse and underground damage.

- C. Contractor's Protective coverage for independent contractors or subcontractors employed by him.
 - D. Contractual Liability for the obligation assumed in the Indemnification or Hold Harmless agreement found under Part I of this Section.
 - E. The usual Personal Injury Liability endorsement with no exclusions pertaining to employment.
 - F. Products and Completed Operations coverage. This coverage shall extend through the contract guarantee period.
- 2.1.3. A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles. In light of the standard policy provisions concerning (a) loading and unloading, and b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that Comprehensive General Liability and Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.
- 2.1.4. CONTRACTOR will purchase for the OWNER an Owner's Protective Liability policy to protect the OWNER; the ENGINEER (Orchard, Hiltz & McCliment, Inc.); their consultants, agents, employees and such public corporations in whose jurisdiction the work is located for their contingent liability for work performed by the CONTRACTOR, the subcontractor(s) or the sub-subcontractor(s) under this Contract.
- 2.1.5. CONTRACTOR shall purchase a Builder's Risk-Installation Floater in a form acceptable to the OWNER covering property of the project for the full cost of replacement as of the time of any loss which shall include, as named insureds, (a) the CONTRACTOR, (b) all

subcontractors, (c) all sub-subcontractors, (d) the OWNER, and Orchard, Hiltz & McCliment, Inc., Consulting Engineers, as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this Contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured(s). Coverage shall be effected on an "All Risk" form, including but not limited to the perils of fire, wind, collapse, vandalism, theft and earthquake, with exclusions normal to the cover. The CONTRACTOR may arrange for such deductibles as he deems to be within his ability to self-assume, but he will be held solely responsible for the amount of such deductible and for any co-insurance penalties. Any insured loss shall be adjusted with the OWNER and CONTRACTOR and paid to the OWNER and CONTRACTOR as Trustee for the other insureds.

2.1.6. Umbrella or Excess Liability

The OWNER or its representative may, for certain projects, require limits higher than those stated in paragraph. 2.2 that follows. CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the CONTRACTOR's general liability and to his automobile liability insurance.

2.1.7. Railroad Protective Liability

Where such an exposure exists, the CONTRACTOR will provide coverage in the use of each railroad company having jurisdiction over rights-of-way across which work under the Contract is to be performed. The form of policy and limits

of liability shall be determined by the railroad company(ies) involved.

2.2. Limits of Liability

The required limits of liability for insurance coverages requested in Section 2.1 shall be not less than the following:

2.2.1. Worker's Compensation

Coverage A	
Compensation	Statutory
Coverage B	
Employer's Liability	\$100,000

2.2.2. Comprehensive General Liability

Bodily Injury -	
Each Occurrence	\$500,000
Bodily Injury -	
Aggregate (Completed Operations)	\$500,000
Property Damage -	
Each Occurrence	\$100,000
Property Damage -	
Aggregate	\$500,000
or combined single limit	\$1,000,000

2.2.3. Comprehensive Automobile Liability

Bodily Injury	\$500,000
Property Damage	\$200,000
or combined single limit	\$1,000,000

2.2.4. Owner's Protective

Bodily Injury-	
Each Occurrence	\$1,000,000
Property Damage-	
Each Occurrence	\$250,000
Property Damage-	
Aggregate	\$500,000
or combined single limit	\$1,500,000

2.2.5. Builder's Risk-Installation Floater

Cost to replace at time of loss

2.2.6. Umbrella or Excess Liability

\$2,000,000

2.3. Insurance - Other Requirements

2.3.1. Notice of Cancellation or Intent Not to Renew

Policies will be endorsed to provide that at least thirty (30) days written notice shall be given to the OWNER and the ENGINEER of cancellation or of intent not to renew.

2.3.2. Evidence of Coverage

Prior to the commencement of work, the CONTRACTOR shall furnish to the OWNER, Certificates of Insurance in force on the Owner's Form of Certificate provided. Other forms of certificate are acceptable only if (1) they include all items prescribed in the Owner's Form of Certificate, including agreement to cancellation provisions outlined in Paragraph 2.3.1 above, and (2) they have the written approval of the OWNER and ENGINEER. The OWNER reserves the right to request complete copies of the policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies," and so designated.

A. Insurance Required for the CONTRACTOR

- i. Workers' Compensation and Employers' Liability Comprehensive General Liability, including:
 - a. All premises and operations.
 - b. Explosion, collapse, and underground damage.
 - c. Contractors' Protective.
 - d. Contractual Liability for obligations assumed in the Indemnification-Hold Harmless agreement of this contract.
 - e. Personal Injury Liability.
 - f. Products and Completed Operations.
- ii. Comprehensive Automobile Liability, including owned, non-owned, and hired vehicles.
- iii. Umbrella or Excess Liability.

B. Insurance Required for the OWNER

Owners' Protective Liability which names as insured(s) the OWNER; the ENGINEER, Orchard, Hiltz & McCliment, Inc.; their consultants, agents, employees and such public corporations in whose jurisdiction the work is located.

C. Insurance Required for the CONTRACTOR and the OWNER

Builders Risk-Installation Floater which names as insured(s) the OWNER; the ENGINEER, Orchard, Hiltz & McCliment, Inc.; their consultants, agents and employees; the CONTRACTOR and all subcontractors.

2.3.3. Qualification of Insurers

In order to determine the financial strength and reputation of insurance carriers, all companies providing coverages required shall be licensed or approved by the Office of Financial and Insurance Services of the State of Michigan. The company shall also have a financial rating not lower than X and a policyholder's service rating no lower than A as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than A:X will be acceptable only upon the written consent of the OWNER

End of Section

BID FORM

2020 Ramp Program
City of Ypsilanti

THIS BID IS SUBMITTED TO:

City of Ypsilanti
1 South Huron Street
Ypsilanti, MI 48197

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Bidder accepts all of the terms and conditions of the Advertisement to Bid, Instructions to Bidders and Supplemental Instructions to Bidders.

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date	Signature
--------------	---------------	-----------

_____	_____	_____
_____	_____	_____
_____	_____	_____

- B. Bidder has visited the site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) that have been identified in the Supplemental Instructions to Bidders, and (2) reports and drawings of a hazardous environmental condition, if any, that has been identified in the Supplemental Instructions to Bidders.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site that may affect cost, progress, or performance of the Work or that relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures

BF - 1

0094-20-0050

of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, exploration, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**BID FORM for
2020 Ramp Program
City of Ypsilanti, Washtenaw County, State of Michigan
OHM Job No.: 0094-20-0050**

Item	Description	Estimated Quantity	Unit	Price	Amount
1	Mobilization, Max 5%	1	LS	\$ _____	\$ _____
2	Traffic Control and Maintenance	1	LS	\$ _____	\$ _____
3	Erosion Control, Inlet Protection, Fabric Drop	2	Ea	\$ _____	\$ _____
4	Curb and Gutter, Rem	200	Ft	\$ _____	\$ _____
5	Pavt, Rem	200	Syd	\$ _____	\$ _____
6	Sidewalk, Rem	30	Syd	\$ _____	\$ _____
7	Station Grading	1.8	STA	\$ _____	\$ _____
8	HMA, 13A, Repair	50	Ton	\$ _____	\$ _____
9	Dr Structure, Adjust	2	Ea	\$ _____	\$ _____
10	Curb and Gutter, Conc, Det F3	200	Ft	\$ _____	\$ _____
11	Sidewalk Retaining Wall, Integral, Less than 6 inch Height	50	Sft	\$ _____	\$ _____
12	Sidewalk Retaining Wall, Integral, 6 inch to 18 inch Height	60	Sft	\$ _____	\$ _____
13	Detectable Warning Surface	30	Ft	\$ _____	\$ _____
14	Sidewalk Ramp, Conc, 6 inch	900	Sft	\$ _____	\$ _____
15	Sidewalk, Conc, 4 inch	200	Sft	\$ _____	\$ _____
16	Pavt Mrkg, Polyurea, 12 inch, Crosswalk	90	Ft	\$ _____	\$ _____
17	Pavt Mrkg, Polyurea, 6 inch, Crosswalk	70	Ft	\$ _____	\$ _____
18	Remove and Reset Salvaged Sign	1	Ea	\$ _____	\$ _____
19	Surface Restoration	600	Syd	\$ _____	\$ _____

Total Bid Amount (ITEM 1-19 incl.): \$ _____

BF-03

0094-20-0050

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price bid items will be based on actual quantities constructed in accordance with the Contract Documents.

Bidder agrees that the Work will be Substantially Complete on or before October 31, 2020, and completed and ready for final payment in accordance with the General Conditions on or before November 14, 2020.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

The following documents are attached to and made a condition of this Bid:

- Bid Guarantee: Bid Bond
- Statement of Qualifications
- Subcontractor Listing
- Legal Status of Bidder

SUBMITTED on _____, 20 _____

State Contractor License No. _____ . (If applicable)

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Attest: _____ (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is: _____

A Joint Venture

Joint Venture Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title:

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venture Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title:

Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications.

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

BID GUARANTEE

The undersigned attaches bid security in the form of a BID BOND / CERTIFIED CHECK / CASHIER'S CHECK (Circle one) in the amount of _____

Dollars (\$_____).

The undersigned agrees, if awarded the Contract, to deliver the executed Agreement and bonds and furnish evidence of insurance within fourteen (14) business days after the date of the Notice of Award. And to complete the proposed work within the time specified in the Bid Form.

If the Bid is accepted by the OWNER, and the undersigned shall fail to enter into the Agreement as aforesaid and to furnish the required surety bonds within fourteen (14) business days after Notice of Award, the Bid Bond in the amount of \$_____ accompanying this Bid shall be considered due and payable to the OWNER.

If the undersigned enters into the Agreement in accordance with this Bid or if his Bid is rejected, then the accompanying Bid Guarantee shall be voided.

In submitting this Bid, it is understood that the right is reserved by the OWNER to reject any or all bids, to waive irregularities and/or formalities and, in general, to make award in any manner deemed by it, in its sole discretion, to be in the best interest of the OWNER.

SIGNED AND SEALED THIS _____ DAY OF _____, 20 _____

Authorized Signature of Bidder:

(TITLE) _____

(SEAL)

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

City of Ypsilanti

1 South Huron Street

Ypsilanti, MI 48197

BID

BID DUE DATE: September 8, 2020

PROJECT:

Construct ADA-compliant curb ramps and sidewalk at Hilyard Robinson Way and Armstrong Drive in the City of Ypsilanti.

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title

(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Document.
3. This obligation shall be null and void if:
 - 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by OWNER, or
 - 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time of issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

End of Section

STATEMENT OF QUALIFICATIONS

Bidder must answer all questions. If more space is needed to complete a question, attach a separate sheet. Bidder may submit any additional information.

Name: _____

Address: _____ Phone: _____

Number of years operating under your present name: _____

Bonding Capacity: _____

Bonding Company: _____ Phone: _____

Prequalified by MDOT to bid on projects of this magnitude and type of work

(circle one) YES NO Prequalification Number: _____

General nature of work performed by your company: _____

Background and experience of the principal members of your organization including officers:

Major equipment available for this contract: _____

CURRENT PROJECTS:

	Project	Project	Project
Name:			
Owner:			
Contact Person:			
Phone:			
Contract Amount:			
Completion Date:			
% Complete:			

COMPLETED PROJECTS:

	Project	Project	Project
Name:			
Owner:			
Contact Person:			
Phone:			
Contract Amount:			
Date Completed:			

Additional information that may be pertinent to demonstrate your ability to complete this project.

Has your company defaulted on a contract? _____

If yes, where and why? _____

I hereby certify that the above answers are correct and true.

By:

Name

Signature

Title

Number of additional sheets attached: _____

IRAN LINKED BUSINESS CERTIFICATION

Pursuant to Michigan Public Act 517 of 2012, any Bidder that submits a bid on a request for proposal with the City of Ypsilanti shall certify that Bidder is not an Iran linked business. An Iran linked business is not eligible to submit a bid on a request for proposal with the City. See attached definitions regarding this certification.

The undersigned Bidder does hereby certify, pursuant to Michigan Public Act 517 of 2012, that:

Bidder is not a person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, or

Bidder is not a financial institution that extends credit to another person if that person will use the credit to engage in investment activities in the energy sector of Iran.

Date: _____

By: _____

Its: _____

Subscribed and sworn to before me, a Notary Public on this ____ day of _____, _____.

Notary Public _____

_____ County, Michigan

My Commission Expires: _____

DEFINITIONS

- (A) “Energy sector of Iran” means activities to develop petroleum or natural gas resources or nuclear power in Iran.
- (B) “Investment” means 1 or more of the following:
 - i. A commitment or contribution of funds or property.
 - ii. A loan or other extension of credit.
 - iii. The entry into or renewal of a contract for goods or services.
- (C) “Investment activity” means 1 or more of the following:
 - i. A person who has an investment of \$20,000,000.00 or more in the energy sector of Iran.
 - ii. A financial institution that exceeds \$20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit for investment in the energy sector of Iran.
- (D) “Iran” means any agency or instrumentality of Iran.
- (E) “Iran linked business” means either of the following:
 - i. A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
 - ii. A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.
- (F) “Person” means any of the following:
 - i. An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.
 - ii. Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c) (3) of the international financial institutional act, 22 USC 262r(c) (3).
 - iii. Any successor, subunit, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph (i) or (ii).
- (G) “Public entity” means this state or an agency or authority of this state, school district, community college district, intermediate school district, city, village, township, county, public authority, or public airport authority.

SUBCONTRACTOR LISTING

Bidder submits to use the following subcontractors for performance of the work in accordance with Article 9 of the Instructions to Bidders.

Note to Bidder: List all work you propose to sublet on this Contract. Include each subcontractors name, address, phone, fax and e-mail address. Also include a description of work to be performed by subcontractor. For example: restoration, landscaping, lighting, signage, bore and jack, etc. List approximate dollar value of the subcontract.

NAME, ADDRESS & PHONE NO. OF SUBCONTRACTOR	DESCRIPTION OF WORK	APPROXIMATE DOLLAR VALUE OF SUBCONTRACT
---	------------------------	---

_____	_____	\$ _____
-------	-------	----------

Phone: _____

FAX: _____

E-mail _____

_____	_____	\$ _____
-------	-------	----------

Phone: _____

FAX: _____

E-mail _____

_____ \$ _____

Phone: _____

FAX: _____

E-mail _____

_____ \$ _____

Phone: _____

FAX: _____

E-mail _____

_____ \$ _____

Phone: _____

FAX: _____

E-mail _____

AGREEMENT

This AGREEMENT is by and between City of Ypsilanti (hereinafter called OWNER) and

(hereinafter called CONTRACTOR).

ARTICLE 1 WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construct ADA-compliant curb ramps and sidewalk within the City of Ypsilanti.

ARTICLE 2 THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

2020 Ramp Program

ARTICLE 3 ENGINEER

3.01 The Project has been designed by Orchard Hiltz & McCliment, Inc. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 CONTRACT TIMES

4.01 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed on or before October 31, 2020, and completed and ready for final payment on or before November 14, 2020.

Days to Achieve Substantial Completion and Final Payment

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 15 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$500.00/day for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$500.00/day for each day that expires after

the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work multiplied by the measured quantity of that item as indicated in the Bid Form (Bid Form to be inserted here at the time the Agreement is to be signed.):

As provided in Article 13 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in Article 23 of the General Conditions.

ARTICLE 6 PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

CONTRACTOR shall be paid in accordance with Article 14 of the General Conditions.

ARTICLE 7 CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Work.

CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplemental Instructions to Bidders and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in the Supplemental Instructions to Bidders.

CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

CONTRACTOR does not consider that any further examinations, investigations, exploration, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 CONTRACT DOCUMENTS

8.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance and Guarantee Bond;
5. General Conditions;
6. General Specifications;
7. Technical Specifications as listed in the table of contents of the Project Manual;
8. Appendices (excluding geotechnical reports);
9. Addenda (numbers ____ to ____, inclusive);
10. Exhibits to the Agreement (enumerated as follows):
 - a. Documentation submitted by CONTRACTOR prior to Notice of Award (pages ____ to ____, inclusive);
 - b. _____
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Orders;
 - c. Change Order(s).

The documents listed in paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8.

ARTICLE 9 MISCELLANEOUS

9.01 Terms

Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.02 Assignment of Agreement

No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____ , _____
(which is the Effective Date of the Agreement)

OWNER:

CONTRACTOR:

City of Ypsilanti

By: _____
(CORPORATE SEAL)

By: _____
(CORPORATE SEAL)

Attest _____

Attest _____

Address for giving notices: _____

Address for giving notices: _____

1 South Huron Street

Ypsilanti, MI 48197

License No. _____

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER – CONTRACTOR Agreement)

(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

FAX: _____

FAX: _____

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal
Place of Business): _____

OWNER:

City of Ypsilanti
1 South Huron Street
Ypsilanti, MI 48197

CONTRACT

Date:

Amount:

Description: 2020 Ramp Program
City of Ypsilanti

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal) Company: _____ (Corp. Seal)

Signature: _____ Signature: _____

Name & Title: _____ Name & Title: _____
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required).

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal) Company: _____ (Corp. Seal)

Signature: _____ Signature: _____

Name & Title: _____ Name & Title: _____
(Attach Power of Attorney)

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
 - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
 - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
 - 3.3.1. The Surety in accordance with the terms of the Contract;
 - 3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
 - 4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefore to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefore.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on the Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused

by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on the bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was being performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR or any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: the agreement between the OWNER and the

CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the contract or to perform and complete or comply with the other terms thereof.

End of Section

PAYMENT BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business): _____

OWNER:

City of Ypsilanti
1 South Huron Street
Ypsilanti, MI 48197

CONTRACT

Date:

Amount:

Description: 2020 Ramp Program
City of Ypsilanti

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal) Company: _____ (Corp. Seal)

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required).

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal) Company: _____ (Corp. Seal)

Signature: _____ Signature: _____

Name & Title: _____ Name & Title: _____
(Attach Power of Attorney)

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1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
 - 4.2.1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2.2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
 - 4.2.3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this

Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addressee shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in
End of Section

the location where the Contract was to be performed, any provision in the Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of the Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: an individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, material or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____ (contractor name), as Principal, and _____, as Surety, are held and firmly bound unto the City of Ypsilanti, 1 South Huron Street, Ypsilanti, MI 48197, as Owner, in the sum of _____ DOLLARS and _____ CENTS (\$ _____) good and lawful money of the United States of America, to be paid to said City of Ypsilanti, its legal representatives and assigns for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____ A.D. 20 _____.

WHEREAS, the above named Principal has entered into a certain written Contract with City of Ypsilanti dated this _____ day of _____ A.D. 20 _____, wherein the said Principal covenanted and agreed to follows, to-wit: TO CONSTRUCT THE WORK IN ACCORDANCE WITH THE SPECIFICATIONS, CONTRACT DOCUMENTS AND DRAWINGS TITLED: 2019 Ramp Program, OHM JOB NO. 0094-19-0050.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that by and under said Contract, the above named Principal has agreed with the City of Ypsilanti that for a period of TWO year(s) from date of payment of Final Estimate, to keep in good order and repair any defect in all work done under said Contract either by the Principal or his Subcontractors, or his material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other work affected in making good such imperfections, shall also be made good all without expense to the OWNER, excepting only such parts or part of said work as may have been disturbed without consent or approval of the Principal after final acceptance of the work, and that whenever directed to do so by the OWNER by notice served in writing, either personally or by mail, on the Principal at _____ (contractor's city, state, and zip code),

_____ legal representatives, or successors, or on the Surety at _____ WILL PROCEED at once to make such repairs as directed by said OWNER; and in case of failure so to do within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the said OWNER shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs and charge the expense thereof to, and receive same from, said Principal or Surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the said OWNER may take immediate steps to repair or barricade such defects without notice to the CONTRACTOR. In such accounting the said OWNER shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actually paid therefore shall be charged to the Principal or Surety. In this connection the judgment of the OWNER is final and conclusive. If the said Principal for a period of TWO year(s) from the date of payment of Final Estimate, shall keep said work so constructed under said Contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said Principal after final acceptance of same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said OWNER for any expense incurred by making such repairs, should the Principal or Surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the said Owner and Orchard, Hiltz & McCliment, Inc. from all suits and actions for damages of every name and description brought or claimed against it for, or on account of, any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of said Principal, servants, agents or employees, in the prosecution of

the work included in said Contract, and from any and all claims arising under the Workman's Compensation Act, so-called, of the State of Michigan, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____ A.D., 20 _____.

Signed, Sealed and Delivered
In the Presence of:

Signature

Signature

Name

Name

Principal

Signature

Signature

Name

Name

Surety

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)
)SS.
COUNTY OF _____)

The undersigned, _____, CONTRACTOR, hereby represents that on _____, 20____ he (it) was awarded a Contract by City of Ypsilanti hereinafter called the OWNER, to construct 2019 CDBG Ramps in accordance with the terms and conditions of Contract No. _____; and the undersigned further represents that the subject work has now been accomplished and the said Contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of said Contract has been fully or satisfactorily secured, and that all claims from subcontractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from performance of said Contract, have been fully paid or satisfactorily secured. The undersigned further agrees that if any such claim should hereafter arise, he (it) shall assume responsibility for same immediately upon request to do so by the OWNER.

The undersigned, for a valuable consideration, receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the OWNER.

This affidavit is freely and voluntarily given with full knowledge of the facts on this ____ day of _____, 20_____.

Contractor

By: _____

Title _____

Subscribed and sworn to before me, a Notary
Public in and for _____
County, Michigan, on this _____ day of
_____, 20_____.

Notary Public: _____

My Commission expires: _____

CONTRACTOR'S DECLARATION

I HEREBY DECLARE THAT I HAVE NOT, during the period

_____ to

_____ A.D., 20 _____ performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for or claim compensation from City of Ypsilanti or his agents, in addition to the regular items set forth in the Contract numbered _____ and dated _____ A.D., 20 _____ for the Agreement executed between myself and the OWNER, and in the Change Orders for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There (is) (is not) an itemized statement attached.

Date: _____

By: _____

Title: _____

SWORN STATEMENT

State of Michigan
County of: : _____ Date: _____
_____ (deponent) being duly sworn deposes and says:

- 1. That _____ is the Contractor/Subcontractor for an improvement to the property described on the following page.
- 2. That the following is a statement of each subcontractor and supplier and laborer, for which the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the Contractor/Subcontractor has Contracted/Subcontracted for performance under the Contract with the Owner or Lessee of the property, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names as follows:

Name of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Amount of Laborer Wages Due but Unpaid	Amount of Labor, Fringe Benefits & Withholdings due but Unpaid

The contracts or subcontracts cited herein are for improvement to the following described real property situated in Washtenaw County, Michigan, described as:

(Insert legal description of property) _____

Commonly known as:

2019 Ramp Program

OHM Job Number:

0094-19-0050

3. That the Contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.
4. Deponent further says that he makes the foregoing statement as the Contractor/Subcontractor or as Controller of the Contractor/Subcontractor for the purpose of representing to the owner of the above described premises and his agents that the above described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: An Owner of the above described property may not rely on this sworn statement to avoid the claim of a Subcontractor, Supplier or Laborer who has provided a Notice of Furnishing (or a Laborer who may provide a Notice of Furnishing pursuant to Section 109 of the Construction Lien Act) to the Designee or to the Owner if the Designee is not named or has died.

Dated: _____

Signature of Deponent

WARNING TO DEPONENT: A person, who with intent to defraud, gives a false sworn statement is subject to criminal penalties as provided in Section 110 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1110 of the Michigan Compiled Laws.

Subscribed and sworn to before me on: _____ in _____ County, Michigan

My commission expires: _____ Signature: _____

GENERAL CONDITIONS

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General

1. DEFINITIONS

The following terms as used in the Contract Documents are respectively defined as follows:

“Agreement”: The written document between the OWNER and the CONTRACTOR concerning the work to be performed.

“Change Order” - A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

“Contract” - The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

“CONTRACTOR”: The person, firm or corporation to whom the Contract is awarded by the OWNER and who is subject to the terms thereof and party of the second part of the Agreement.

“ENGINEER”: Orchard, Hiltz & McCliment, Inc., Livonia, Michigan

“Construction Observer”: The authorized representative of ENGINEER who is assigned to the site or any part thereof.

“OWNER”: The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement; and for whom the work is to be provided; and the party of the first part of the Contract.

“Project Manual” - The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

“Specifications” - Those portions of the Contract Documents consisting of written

technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

“Subcontractor”: A person, firm or corporation having a direct contract with CONTRACTOR or with any other subcontractor for the performance of a part of the Work at the site.

“Supplier”: A manufacturer, fabricator, supplier, distributor, material man or vendor.

“Supplemental Conditions”: The part of the Contract Documents that amends or supplements the General Conditions and/or the Insurance Specifications and the Bond Requirements.

“Work” - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

“Written Notice”: Shall be deemed to have been “duly served” when such notice shall have been given or mailed to the CONTRACTOR or his superintendent at the site of the Work or when such notice shall have been given or mailed to the OWNER.

2. CONTRACT DOCUMENTS

The original and three counterparts of the Contract shall be signed by the OWNER and the CONTRACTOR.

The Work under this Contract shall consist of the items listed in the Bid Form, including all incidentals necessary to fully complete the project in accordance with the Contract Documents. The Contract Documents shall consist of the Advertisement, Instructions to Bidders, Supplemental Instructions to Bidders, Supplemental Specifications, Bid Form, Project Plans and Drawings, Standard Plans and Details, Technical Specifications, General Conditions, General Specifications, Method of Payment, Insurance, Bonds and Agreement.

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR. The Contract Documents are complimentary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include in the Contract Price the cost of all labor and material, water, fuel, tools, plant, equipment, light, transportation and all other expenses that may be necessary for the proper execution and completion of the Work.

3. BONDS

The CONTRACTOR shall furnish a surety bond (form included) in an amount at least equal to 100 percent of the Contract Price as security for faithful performance of this Contract. CONTRACTOR shall also furnish a separate surety bond (form included) in an amount at least equal to 100 percent of the Contract Price as security for the payment of all persons performing labor on the project under this Contract, and furnishing materials in connection with this Contract. The Surety on each such bond shall be a duly authorized surety company satisfactory to the OWNER.

The CONTRACTOR shall furnish a Maintenance and Guarantee Bond (form included) covering all Work under this Contract. The guarantee is to cover fifty percent (50%) of the contract amount for a period of two (2) years subsequent to the date of final payment unless otherwise specified.

Should any Surety upon any bond furnished in connection with this Contract become unacceptable to the OWNER, or if any such Surety shall fail to furnish reports as to his financial condition from time to time as requested by the ENGINEER, the CONTRACTOR must promptly furnish such additional security as may be required from time to time by the ENGINEER to protect the interests of the OWNER or persons supplying labor or materials in the prosecution of the Work contemplated by the Contract.

4. CONTRACT DRAWINGS & SPECIFICATIONS

The original drawings prepared by the ENGINEER and included in the Contract Documents may be supplemented by other drawings furnished by the CONTRACTOR and approved by the ENGINEER or supplied to the CONTRACTOR by the ENGINEER during progress of the Work as he may deem to be necessary or expedient. All such supplementary Contract Drawings or instructions are intended to be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. Therefore, no extra charge will be allowed on a claim that particular supplemental contract drawings or instructions differed from the Contract Documents, incurring extra work, unless CONTRACTOR has first brought the matter, in writing, to the ENGINEER's attention for proper adjustment before starting on the work covered by such, and has received from the ENGINEER an order, in writing, to so proceed.

These original and supplemental drawings constitute the drawings according to which the Work is to be done. The CONTRACTOR shall keep at the site of the Work an approved or confirmed copy of all drawings and specifications, and shall at all times give the ENGINEER and OWNER access thereto.

5. COORDINATION OF CONTRACT DOCUMENTS

In case of discrepancy, figured dimensions shall govern over scaled dimensions and the parts of the Contract will prevail over all other parts of the following order:

Supplemental Specifications

Supplemental Instructions to Bidders

Instructions to Bidders

Bid Form

Project Plans and Drawings

Standard Plans & Details

Method of Payment

Technical Specifications

General Conditions

General Specifications

Insurance Specifications and Bond Forms

The CONTRACTOR shall not take advantage of any apparent error or omission in the Contract Documents, and if any inconsistency, omission, or conflict is discovered in the Contract Documents, or if in any place the meaning of the Contract Documents is obscure, uncertain, or in dispute, the ENGINEER will decide as to the true intent.

Information regarding site of the Work given in drawings and specifications has been obtained by the ENGINEER and is believed to be reasonably correct, but the OWNER does not warrant either the completeness or accuracy of such information, and it is the CONTRACTOR's responsibility to verify all such information.

6. PRECONSTRUCTION MEETING

A preconstruction meeting will be held prior to the beginning of any work. The ENGINEER will schedule the meeting as soon as possible after acceptable executed Contract Documents are received from the CONTRACTOR.

Notice of the meeting will be made to the OWNER, the CONTRACTOR, and to the following applicable entities, contingent upon their interest in the project:

Utility Companies

County Road Commission

Michigan Department of Transportation (MDOT)

Michigan Department of Labor-Safety Division

Railroad Companies

Other State, Local and County Agencies

The purpose of the preconstruction meeting is to discuss particular procedures and potential problem areas. The CONTRACTOR is given updates on the conditions of the proposed construction and what is expected as to proper notification in the event of damage to existing utilities.

The CONTRACTOR shall submit in writing at the preconstruction meeting the following information:

Schedule of construction

Sources of materials

Final list of subcontractors

The designated safety officer on the job

Superintendent for the project

Foreman in charge on the job site

Emergency and after hours phone numbers for CONTRACTOR, including Safety Officer, Superintendent and Foreman.

Approval by ENGINEER and OWNER of any construction schedule indicating completion of the work in less time than allotted by the Contract shall not be construed as an acknowledgment, either express or implied, that the work can be completed within the time shown on this schedule, and shall not under any circumstances give rise to a cause of action for damages by the CONTRACTOR.

7. REUSE OF DOCUMENTS

Neither CONTRACTOR nor any subcontractor or supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the drawings, specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

8. AVAILABILITY OF LANDS

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary

construction facilities or storage of materials and equipment.

Permission to use private property shall be obtained prior to any such use by the CONTRACTOR. Written evidence of such permission shall be given to the ENGINEER prior to any such use.

9. PHYSICAL CONDITIONS

Reference is made to the Supplemental Instructions to Bidders for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by the ENGINEER in preparation of the drawings and specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

10. GENERAL REQUIREMENTS OF MATERIALS & WORKMANSHIP

In the specifications where a particular material or piece of equipment is specified by reference to some particular make or type, or equal, it is not the intent to limit competition but to set up by such reference a standard of quality most easily understood and defined. If materials or equipment of other make or type other than that specified by name are offered by CONTRACTOR they will be given full consideration by the ENGINEER, and the ENGINEER's decision will be final as to whether the materials or equipment offered are equal to those specified.

Unless otherwise stipulated in the specifications, all equipment, materials and articles incorporated in the Work covered by this Contract are to be new and of the best grade of their respective kinds for the purpose. The CONTRACTOR shall, if required, furnish such evidence as to kind and quality of materials as the ENGINEER may require.

The CONTRACTOR shall furnish suitable tools and building appliances and employ competent labor to perform the work to be done, and any labor, tools or appliances that shall not, in the judgment of the ENGINEER,

be suitable or competent to produce this result may be ordered from the Work by him, and such labor, tools or appliances shall be substituted therefore by the CONTRACTOR as will meet with the approval of the ENGINEER.

If not otherwise provided, material or work called for in this Contract shall be furnished and performed in accordance with well-known established practice and standards recognized by architects, engineers and the trade.

11. SHOP DRAWINGS & SPECIAL DRAWINGS

Where called for in the specifications, CONTRACTOR shall submit to the ENGINEER for approval in not less than five copies, details, specifications, cuts and drawings of such equipment and structural work as may be required. CONTRACTOR shall make any changes or alterations required by the ENGINEER and resubmit same without delay. Approval of the ENGINEER shall not relieve the CONTRACTOR of responsibility for errors in the drawings, as the ENGINEER's checking is intended to cover compliance with the drawings and specifications and not to enter into every detail of the shop work. No work shall be undertaken until the ENGINEER has approved the shop drawings.

When the work of the CONTRACTOR is of a nature originating with it, full general and detail drawings shall be furnished to the ENGINEER on 24" x 36" size sheets of polyester film base which shall, upon approval, become the property of the OWNER.

It is understood that approval by the ENGINEER of CONTRACTOR's drawings, whether general or detailed, is a general approval relating only to their sufficiency and compliance with waiver of errors, discrepancies or omissions.

12. CHANGES IN QUANTITIES OR PLANS

The OWNER reserves the right to make, by written order, at any time during the Work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the Surety, and by signing a work order or authorization, the CONTRACTOR agrees to perform the Work as altered and agrees to accept, as payment in full for such Work, the monetary amounts set forth in such written order as balanced by OWNER. In addition, by signing a written order, the CONTRACTOR releases the OWNER from any and all claims for compensation with regard to the items of work specified in the written order; including, but not limited to, any and all claims for delay and overhead, unless the OWNER is notified in writing at the time of signing the authorization that the CONTRACTOR refuses to release the OWNER from such claims. All increases in quantities of work which appear in the Contract as pay items shall be paid for at the Contract Unit Prices. Decreases in quantities included in the Contract shall be deducted from the Contract at the Contract Unit Prices.

13. ESTIMATED QUANTITIES

The quantities of various classes of work to be done and materials to be furnished under this Contract, which have been estimated as stated elsewhere herein, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for work under this Contract; and neither the OWNER nor the ENGINEER is to be held responsible should any of the said estimated quantities be found incorrect during the construction of the work; and the CONTRACTOR shall make no claim for anticipated profit, nor for loss of profit, because of a difference between the quantities of the various classes of work actually done or materials actually delivered, and the estimated quantities as herein stated.

14. PAYMENTS

Payments for work completed, as recommended by the ENGINEER, will be made as specified herein.

Partial Payments

CONTRACTOR shall submit to OWNER an application for each payment and shall submit a Contractor's Declaration declaring that he has not performed any work, furnished any material, sustained any loss, damage or delay for any reasons, including soil conditions encountered or created, or otherwise done anything for which he will ask, demand, sue for, or claim compensation from the OWNER other than as indicated on the Contractor's Declaration and shall, if required, submit receipts or other vouchers showing his payments for materials and labor, including payments to subcontractors.

Payments, based on progress estimates, will be made on a monthly basis on work completed during the preceding month, less retainage held in accordance with Public Act No. 524 of 1980.

The retainage shall be as follows:

Not more than ten percent (10%) of the dollar value of all work in place until work is fifty percent (50%) in place.

After the work is fifty percent (50%) in place, additional retainage shall not be withheld unless the OWNER determines that the CONTRACTOR is not making satisfactory progress, or for other specific cause relating to the CONTRACTOR's performance under the Contract. If the OWNER so determines, then the retainage amount shall not be more than ten percent (10%) of the dollar value of work more than fifty percent (50%) in place.

Retainage shall be released to CONTRACTOR together with the final progress payment.

The OWNER may withhold payment of any estimate or portion of estimate until the CONTRACTOR shall have furnished satisfactory evidence that he has paid all claims of every nature. The CONTRACTOR shall submit to the OWNER with each application for payment a "Sworn Statement" attesting to all payments made and balances due to all subcontractors and to all suppliers of materials, fuel, and equipment for the project work completed. He shall also attest

to all payments made for labor furnished for the work completed. The "Sworn Statement" shall be in a form acceptable to the OWNER and all suppliers and subcontractors shall be listed along with payments made and balances owed to each.

No partial payment shall be considered as acceptance of the work or any portion thereof prior to final completion of the work, and payment of final estimate.

Final Payment

The CONTRACTOR's request for final payment shall be accompanied by the following documents:

Contractor's Declaration

Contractor's Affidavit

Unconditional waivers, as required, from major suppliers and subcontractors

Release of Surety

Release from other public agencies for which permits have been obtained under this Agreement.

Within thirty (30) days after completion of the work under this Agreement to the satisfaction of the OWNER and ENGINEER, in accordance with all and singular terms and stipulations herein contained, the OWNER shall make final payment, from a final estimate made by the ENGINEER. Before final payment is made, the CONTRACTOR shall, as directed by the OWNER, make a Contractor's Affidavit that he has paid all claims of every nature, or secured a release from the Surety or Sureties approving payment of the final estimate by the OWNER. Final payment, when made, shall be considered as final approval and acceptance of the completed work herein specified.

The acceptance by the CONTRACTOR of final payment aforesaid shall operate as, and shall be, a release to the OWNER and his agents, from all claim and liability to the CONTRACTOR for anything done or furnished for, relating to, or affecting the work.

Incorrect/Improper Payments

OWNER shall not, nor shall any officer thereof, be precluded or stopped by any return or certificate made or given by the ENGINEER, or other officer, agent or appointee, under the provision of this Agreement, at any time (either before or after final completion and acceptance of the work and payment made therefore pursuant to any such return or certificates showing the true and correct amount of money due therefore, notwithstanding any such return or certificate, or any payment made in accordance therewith) from demanding and receiving from the CONTRACTOR or his sureties, separately or collectively, such sums as may have been improperly paid said CONTRACTOR by reason of any such return or certificate which has been untrue or incorrectly compiled.

15. EXTENSION OF TIME

All days in which work is suspended by order of the ENGINEER, or in accordance with these specifications, shall automatically extend the time for completion an equal number of days.

In the event work is suspended because the CONTRACTOR does not perform, no extension will be allowed for this period of time.

All requests from CONTRACTOR for extensions of time shall be submitted in writing. Such requests shall detail the reason for the request, provide a realistic revised completion date, and indicate any other areas which may be impacted by such an extension. Such requests must be submitted to the field ENGINEER within ten (10) days after the occurrence of the incident or situation that brought about a reason for extending the time of completion. The final decision of whether or not to grant an extension of time will be made by the field ENGINEER. In no case will a request be considered if it is submitted after the ten (10) day period has passed.

16. AUTHORITY

No officer, agent or employee of the OWNER shall have power to revoke, alter,

enlarge, or relax the stipulations or requirements of the Contract Documents, except insofar as such authority may be specifically conferred by the Contract Documents themselves, without formal authorization to do so, conferred by the Agreement, or by ordinance, resolution or other usual official action by the OWNER.

17. PROGRESS OF WORK

The work shall be prosecuted regularly and uninterruptedly, unless the OWNER shall otherwise specifically direct, with such force and at such points as to insure its full completion within the time stated herein.

If, in the opinion of the ENGINEER, it is necessary or advisable that certain portions of the work be done immediately, the CONTRACTOR, upon written order shall proceed with such work without delay. Should he fail to so proceed, the OWNER may do or cause to be done, such work, and the cost of same will be deducted from any money due or to become due the CONTRACTOR under this Agreement.

18. TIME IS ESSENCE OF CONTRACT

It is distinctly understood and agreed to by the parties hereto that the time specified for completion of the Work is the essence of this Agreement, and CONTRACTOR shall not be entitled to claim performance of this Agreement unless the work is satisfactorily completed, in every respect, within the time herein specified.

19. COMMENCEMENT OF CONTRACT TIME

The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth (60) day after the day of Bid Opening or the thirtieth (30) day after the Effective Date of the Agreement, whichever date is earlier.

Owner Responsibilities

20. EXTRA & FORCE ACCOUNT WORK

When extra work is required, it shall be performed and payment for such work will be on the unit price or lump sum basis agreed to in a written order. When such agreement cannot be reached, the OWNER may order such work, including any required offsite work, to be done by force account. The compensation as herein provided shall be accepted by the CONTRACTOR as payment in full for extra work done by force account, and the said percentages shall cover profit, superintendence, general expense, overhead, miscellaneous unforeseen costs, and the use of small tools and equipment. For approved subcontract work, the CONTRACTOR will be paid an amount equal to six percent (6%) of the total cost of the subcontract work, as reimbursement for administrative costs incurred in connection with the subcontract work.

When it is necessary for the CONTRACTOR to hire a firm to perform a specialized type of work or service for which the CONTRACTOR or subcontractors are not qualified to do, payment will be made at the invoice cost. The CONTRACTOR will be paid an amount equal to six percent (6%) of the invoice cost, as reimbursement for administrative costs. Prior approval by the OWNER is required.

REPORTS:

The CONTRACTOR shall furnish to the OWNER, itemized reports of the costs of all force account work. The reports shall be furnished each week and shall include a certified copy of the weekly payroll and copies of bills for the materials used and the freight charges paid on same. Discount for prompt payment or penalty for late payment will not be considered in determining the net amount of the bill. The net amount of the bill shall be charged to the force account work. Where materials used are not specifically purchased for use on extra work but are taken from the CONTRACTOR's stock, the CONTRACTOR shall submit a certification

of the quantity, price, and freight on such materials in lieu of original bills and invoices.

The CONTRACTOR shall prepare itemized statements containing the following detailed information:

Labor: Name, classification, dates, number of hours worked each day, total hours computed to nearest half hour, total hours, rate, and extension for each employee engaged.

Equipment: Designation, number of hours used each day (computed to nearest half hour), total hours, rental rate, and extension for each unit of equipment engaged.

Materials: Quantities of materials, with prices per unit and extensions and freight costs when applicable.

The CONTRACTOR and the OWNER shall compare records of force account work and bring them into agreement at the end of each day.

LABOR:

For all labor and for all craft foreman directly engaged in the specific work, the CONTRACTOR will be paid the actual rate of wages and the number of hours paid said labor and foremen in accordance with approved labor agreements, computed to nearest half hour, to which sum twenty-six (26) percent will be added (this sum includes a one (1) percent allowance for the Single Business Tax). Project foremen will be classified as Superintendents and their compensation will not be included in the payment provided herein.

Bond Premium: Workmen's Compensation Insurance; Personal Injury Public Liability and Property Damage Public Liability Insurance; Unemployment Compensation; Federal Social Security; and payments required to be made to Employer and Employee Trusteships, the proceeds from which accrue exclusively to the benefit of the employee; will be paid for at actual cost, to which sum twenty (20) percent will be added except that twenty-six (26) percent will be added to the taxable fringe benefits. The CONTRACTOR shall furnish satisfactory evidence of the amounts paid for each of

these required costs as related to force account work.

MATERIALS:

For materials, the CONTRACTOR will receive the actual cost delivered to the project site, including freight charges, as shown by copies of bills, to which sum fifteen (15) percent will be added.

If a charge in the amount or type of force account work results in a surplus of the material ordered and delivered to the project site, the OWNER will reimburse the CONTRACTOR for the costs incurred in returning the surplus material to the supplier.

SMALL HAND & POWER TOOLS:

No payment will be allowed for small hand and power tools which are not listed in the Rental Rate Blue Book for Construction Equipment as published by the Equipment Guide Book Company. All small hand and power tools listed in the Rental Rate Blue Book at a rate of less than one (1) dollar per hour will be considered part of overhead and will not be paid for separately.

EQUIPMENT:

For any machinery and equipment, including the foreman's transportation unit, which the OWNER approves for use on extra work done by force account, the CONTRACTOR will be paid as follows:

The time paid for shall be the period that the equipment is required at the site of the extra work and, in addition, shall include traveling time to the location of the extra work when the equipment is moved under its own power. When transportation from one site to another is by other than its own power, the actual operating time during periods of loading and unloading will be paid for at the regular rental rate and transportation costs will be allowed.

When the periods of work are not consecutive and the interval between the termination of a period of work and the commencement of the subsequent period does not exceed thirty (30) days, the rates allowed will be the same as if the periods of work were consecutive.

The rental rate established for each piece of CONTRACTOR owned equipment, including appurtenances and attachments to equipment used will be determined by use of the Rental Rate Blue Book for Construction Equipment Volume 1, 2, or 3, as applicable. The edition which is current at the time the force account work was started will apply.

The established rental rate will be equal to the "Monthly" rate divided by 176; modified by the rate adjustment factor and the applicable map adjustment factor, plus the "Estimated Operating Costs per Hour", to which sum ten (10) percent will be added.

For equipment not listed in the Rental Rate Blue Book, Volume 1, 2, or 3, the rental rate will be determined by using the rate listed for a similar piece of equipment or by proportioning a rate listed so that the capacity, size, horsepower, and age are properly considered.

For equipment for which there are no comparable in the Rental Rate Blue Book, Volume 1, 2, or 3, the monthly rate shall be reasonable, but not more than five (5) percent of the current list price, or invoice, of the equipment. The base hourly rate shall then be determined by dividing the monthly rate by 176 to which sum twenty percent (20%) will be added. The twenty percent (20%) includes adjustments and operating costs.

The rates used for CONTRACTOR owned trucks used to haul material will be those published by MDOT. These rates shall include all adjustments and operating costs. Separate payment for the driver will be allowed. The rates will be reviewed and adjusted periodically.

The rental rate for the foreman's transportation unit will be seven dollars (\$7.00) per hour, to which sum twenty percent (20%) will be added.

When leased or rented equipment is used on force account work, the hourly rate used in computation of payment will be the leased or rented rate, except that if the leased or rented rate exceeds the rental rate established by the Rental Blue Book, the established rate determined from the Blue Book will apply. In

either case, the Estimated Operating Cost per Hour will be added to the appropriate hourly rate to which sum ten percent (10%) will be added.

In all cases the "Estimated Operating Cost per Hour" includes all fuel, oil, lubrications, tires, parts, and other operating expendables such as truck and labor assigned to the truck for servicing the equipment.

The rental rates allowed herein include the cost of insurance covering the usual insurable risks, including fire and theft. The OWNER will not be liable for losses which can be covered by insurance.

In the event that machinery or equipment is idled, payment may be allowed on a rental basis for the idled equipment as specified herein. Only machinery or equipment actually on the project site at the time of the delay, as required for that phase of construction work in question, will be considered eligible for rental reimbursement. Specialized equipment for machinery directly related to the work, whether on or off the site, may be considered eligible for payment if actually idled and if such idleness can be certified by the CONTRACTOR and verified by the OWNER. Payment for idled equipment and/or machinery will not be allowed during periods of seasonal suspension of the work.

The rental rate for idled leased or rented equipment will be the leased or rented rate, or the equipment shall be returned and taken off rental as directed by the OWNER.

The rental rate for idled CONTRACTOR owned equipment will be the "Monthly" rate divided by 176; modified by the rate adjustment factor and the applicable map adjustment factor, and then multiplied by fifty percent (50%). No payment will be allowed for operating costs.

Payment will be limited to the difference between the hours worked and eight (8) hours in any one day and to the difference between the hours worked and forty (40) hours in any one week. No provisions of these specifications shall entitle the CONTRACTOR to rental compensation for

idled equipment. No additional compensation for overhead will be allowed.

In the event that labor is idled, payment may be allowed provided there is no other location within the project that the labor can be gainfully employed. Payment will be limited to a maximum of eight (8) hours per occurrence and in no case will exceed the amount of the CONTRACTOR's obligation as provided by the CONTRACTOR's current labor agreement. No additional compensation for overhead will be allowed.

21. PAYMENTS WITHHELD

The OWNER may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate for progress payment to such extent as may be necessary to protect itself from loss on account of:

Defective work not remedied;

Claims filed or reasonable evidence indicating probable filing of claims;

Failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor;

A reasonable doubt that the Agreement can be completed for the balance then unpaid;

Damage to another CONTRACTOR.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

22. USE OF COMPLETE PORTIONS OF THE WORK

The OWNER may, at any time during progress of the work, after written notice to CONTRACTOR, take over and place in service any completed portions of the work which are ready for service, although the entire work of the Agreement is not fully completed, and notwithstanding the time for completion of the entire work or such portions may not have expired. In such event, the CONTRACTOR will be relieved of further work on, or maintenance of, said portion except as covered by his guarantee of same.

Engineer Responsibilities

23. ENGINEER DURING CONSTRUCTION

The Work shall be subject to the approval of the ENGINEER, who shall determine the amount, quality, acceptability, and fitness of the items of work and materials to be furnished hereunder, and who shall decide all questions which may arise as to measurements of quantities and fulfillment of the requirements of the Contract Documents.

24. AUTHORITY & DUTIES OF CONSTRUCTION OBSERVER

Construction Observers may be appointed by the ENGINEER and directed to check or review materials used and completed work. The observation may extend to any parts of the Work and to the preparation or manufacture of the materials for use in the Work. Construction Observers will not be authorized to revoke, alter, enlarge, or relax any of the provisions of the Contract Documents. The Construction Observer will call to the attention of the CONTRACTOR any failure to follow the plans and specifications that he may observe. In case of any dispute arising between the CONTRACTOR and Construction Observer as to materials furnished or the manner of performing the work, the Construction Observer shall have the authority to reject materials or completed items of work until the question at issue can be referred to and be decided by the ENGINEER. In no instance shall any action or omission on the part of the Construction Observer relieve the CONTRACTOR of the responsibility of completing the Work in accordance with the Contract Documents.

25. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Neither ENGINEER's authority or responsibility under this Article or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any

authority or responsibility by ENGINEER shall create, impose or give rise to any duty owed by ENGINEER to CONTRACTOR, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them.

ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with laws and regulations applicable to the furnishing or performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the Work.

ENGINEER's review of the final application for payment and accompanying documentation and all maintenance and operating instructions, schedules guarantees, bonds and manufacturer's certificates of inspection, tests, and approvals and other documentation required in Article 14b will only be to determine generally that their content complies with the requirements of, and in the case of manufacturer's certificates of inspections, tests and approvals that the results certified indicate compliance with the Contract Documents.

The limitations upon authority and responsibility set forth in this Section shall also apply to ENGINEER's consultants, authorized representative and assistants.

26. LINES & GRADES

Principal reference lines or points and bench marks may be given by the ENGINEER at such time as he may deem necessary; or, if the CONTRACTOR shall be in need of such reference lines or bench marks, he shall notify the ENGINEER three (3) working days in advance.

The ENGINEER may set suitable stakes and marks showing locations and elevations of the various parts of the work, and will furnish the CONTRACTOR with required data referring to the reference points. No work shall be undertaken until such stakes and marks shall have been set by the ENGINEER. CONTRACTOR shall take due and proper precautions for the preservation of these stakes and marks, shall see that the work at all times proceeds in accordance therewith, and shall provide all labor and material to set the required line and grade control and locate the work accurately with reference to the above points. In case such stakes are destroyed due to the CONTRACTOR's carelessness, they will be replaced at the ENGINEER's earliest convenience and the CONTRACTOR may be back charged for the crew time incurred.

27. TESTING & SAMPLING

Where called for in the specifications, samples of materials in the quantity named shall be submitted to the ENGINEER for approval. Where tests are required, they shall be made at the expense of the OWNER, except as otherwise called for in the specifications. For materials covered by ASTM or Federal Specifications, or with the specifications of well known or recognized technical and/or trade organizations, unless otherwise stipulated, required tests are to be made by the manufacturer, and his certificate therefore submitted to the ENGINEER.

The ENGINEER and/or OWNER shall determine which materials are required by the specifications to be factory certified or to have chemical or physical analysis or other examination or test. The CONTRACTOR shall furnish to the ENGINEER and/or OWNER two copies of orders for all materials requiring such examination or test as soon as placed. Such orders shall contain complete information, including that as to the quantity, quality, dimensions, sizes, capacities and types, shall contain proper reference to the applicable specifications by title, number and paragraph, and shall show the name and address of the producing

factory but need not contain prices or contractual terms.

All materials and workmanship (if not otherwise designated by the specifications) shall be subject to examination and test by the ENGINEER and/or OWNER at any time during manufacture or construction, and at any place where such manufacture or construction is carried on. The ENGINEER and/or OWNER shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the CONTRACTOR shall promptly segregate and remove rejected material from the premises. If the CONTRACTOR fails to proceed at once with replacement of rejected material and correction of defective workmanship, the OWNER may, by Agreement or otherwise, replace such material and correct such workmanship and charge the cost thereof to the CONTRACTOR, or may immediately terminate the Agreement.

CONTRACTOR shall furnish promptly, without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient conduct of all construction observations and tests that may be required by the ENGINEER. All construction observations and tests by the ENGINEER and/or OWNER shall be performed in such a manner as not to delay the work unnecessarily. Special, full size, and performance tests shall be as described in the specifications. CONTRACTOR shall be charged with any additional cost of construction observations when material or workmanship is not ready at the time checking is requested by the CONTRACTOR.

Should it be considered necessary or advisable by the ENGINEER and/or OWNER any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the CONTRACTOR shall on request promptly furnish all necessary

facilities, labor and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of the CONTRACTOR or his subcontractor, CONTRACTOR shall defray all the expenses of such examination and of satisfactory reconstruction, and be responsible for any resulting delay. If, however, such work is found to meet the requirements of the Agreement, the actual cost involved in the examination and replacement shall be allowed the CONTRACTOR and he shall in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

Examination of material and finished articles to be incorporated in the work at the site shall be made at place of production, manufacture or shipment stated in the specifications; and such examinations and acceptance, unless otherwise stated in the specifications, shall be final, except as regards latent defects, departures from specific requirements of the Agreement and the specifications and drawings made a part thereof, damage or loss in transit, fraud or such gross mistakes as amount to fraud. Subject to requirements contained in the preceding sentence, examinations of material and workmanship for final acceptance as a whole or in part shall be made at the site.

Contractor Responsibilities

28. UNFORSEEN PHYSICAL CONDITIONS

CONTRACTOR shall promptly notify the OWNER and ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. The ENGINEER will promptly review those conditions and advise the OWNER in writing if further investigation or tests are necessary. Promptly thereafter, the OWNER shall obtain the necessary additional investigations and tests and furnish copies to the ENGINEER and the CONTRACTOR. If the ENGINEER finds that the results of such investigations or tests

indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by the CONTRACTOR, a Change Order may be issued incorporating the necessary revisions.

29. COMPOSITION OF THE CONTRACTOR

If the CONTRACTOR hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

30. ASSIGNMENT OF CONTRACT

The CONTRACTOR shall not sublet, assign or transfer this Agreement or any portion thereof or any payments due him thereunder, without the written consent of the OWNER.

Assignment or subletting the whole or any portion of this Agreement shall not operate to release the CONTRACTOR or his bondsmen hereunder from any of the contract obligations.

The CONTRACTOR agrees that he is fully responsible to the OWNER for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractors and the OWNER.

Neither the ENGINEER nor any officer, agent or employee of the OWNER shall have any power or authority whatsoever to bind the OWNER or to incur obligation in his behalf to any subcontractors, material supplier or other persons in any manner whatsoever.

31. AGENTS

Work shall be carried on under personal supervision of the CONTRACTOR or his properly authorized representative, who shall be on the grounds at all times during the construction, and who shall have full and responsible charge of the Work with power to receive orders and carry out instructions.

32. SAFETY & PROTECTION

A. People and Property

CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

All persons on the site or who may be affected by the Work;

All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Site Safety

CONTRACTOR shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in this section caused, directly or indirectly, in whole or in part, by CONTRACTOR or any subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER

and CONTRACTOR that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

C. Safety Representative

CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

D. Hazard Communication Program

CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws or regulations.

E. Compliance with MIOSHA

All of the CONTRACTOR and subcontractors operations and construction equipment shall comply with requirements of the Michigan Occupational Safety and Health Act (MIOSHA) insofar as they apply to the work to be performed under this Contract.

33. CONTRACTOR'S SUPERVISION & ORIGATION

The Work under this Agreement shall be under the direct supervision and direction of the CONTRACTOR. The CONTRACTOR shall give sufficient supervision to the Work, using his best skill and attention. The CONTRACTOR shall, at all times, keep on the site of the Work during its progress a competent superintendent and any and all necessary foremen and assistants. The superintendent shall represent and have full authority to act for the CONTRACTOR in the latter's absence, and all directions given to him shall be as binding as if given to the CONTRACTOR. On written request in each case, all such directions will be confirmed in writing to the CONTRACTOR.

The CONTRACTOR shall employ only competent, efficient workmen and shall not use on the Work any unfit person or one not

skilled in the work assigned to him, and he shall at all times enforce strict discipline and good order among his employees. Whenever the ENGINEER shall notify the CONTRACTOR, in writing, that any man on the Work is, in the opinion of the ENGINEER, careless, incompetent, disorderly, or otherwise unsatisfactory, such man shall be discharged from the work and shall not again be employed on it except with the written consent of the ENGINEER.

The CONTRACTOR shall establish and maintain an office on the site of the work, or at some convenient point adjacent thereto, during the continuance of this Agreement and shall have at all times during working hours, a representative authorized to receive and execute any and all orders, when given by the ENGINEER; and such order, when given out and received by said representative shall be deemed to have been given to and received by the CONTRACTOR. Copies of the drawings and specifications shall at all times be kept on file by the CONTRACTOR at readily accessible points near the work.

34. CONTRACTOR'S RIGHT TO STOP WORK

If the work should be stopped under an order of any court, or other public authority for a period of three months, through no act or fault of the CONTRACTOR or of anyone employed by him, or if the OWNER should fail to pay to the CONTRACTOR within sixty (60) days of its maturity and presentation any sum certified by the ENGINEER, provided no appeal is taken, the CONTRACTOR may, upon seven (7) days' written notice to the OWNER and the ENGINEER, stop work or terminate this Agreement, and shall receive from the OWNER payment in full for all work executed, as determined from the prices contained in the approved detailed estimate as computed by the ENGINEER, but no claim for extra compensation or damages shall be made or allowed because of such termination of the Agreement.

35. STORAGE OF MATERIALS

Materials and equipment distributed, stored and placed upon or near the site of the Work shall at all times be so disposed as not to interfere with work being prosecuted by other contractors in the employ of the OWNER, or with street drainage, or with fire hydrants or with access thereto, and not to hinder any more than may be necessary the ordinary traffic (either vehicular or pedestrian) of the street.

36. CLEANING UP

The CONTRACTOR shall, as directed by the ENGINEER, remove at his own expense from the OWNER's property and from all public and private property all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the CONTRACTOR by the OWNER thereof.

37. SUNDAY & NIGHT WORK

The CONTRACTOR is required to prosecute work done under this Agreement during the hours of daylight, and no work will be permitted at night or on Sundays, except to save property or life, or as specifically authorized or directed by the ENGINEER.

No work shall be permitted on holidays.

38. SANITARY REGULATIONS

Sanitary conveniences for the use of project personnel properly secluded from public observation shall be constructed and maintained in sanitary condition by the CONTRACTOR. Its use shall be strictly enforced.

39. PERMITS & REGULATIONS

The CONTRACTOR shall secure, at no cost to the OWNER, all permits and licenses necessary for the prosecution of the Work. He shall pay for same at his own expense as well as for any inspection fees required in connection with such permits, and shall conduct his operations in accordance with the provisions of such permits, including tunneling of pavements where required. He

shall also furnish any required bonds and pay the cost of same.

The CONTRACTOR shall keep himself fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the Work or materials used in the Work, or in any way affecting the conduct of the Work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all existing and future laws, ordinances, regulations, orders and decrees; provided, that if the drawings and specifications are at variance therewith, the CONTRACTOR shall promptly notify the ENGINEER in writing and any necessary changes shall be adjusted as provided in the Contract Documents.

All work shall be executed and checked in accordance with all local and state rules and regulations and all established codes applicable thereto and shall conform in all respects to the requirements of all competent authorities having jurisdiction there over.

Should any change in plans and specifications be required to comply with local regulations, CONTRACTOR shall notify the OWNER at the time of submitting his bid. After entering into Agreement, CONTRACTOR will be held to complete the work necessary to meet local requirements without extra expense to the OWNER.

Where the work required by the drawings and specifications is above the standard required, it shall be done as shown or specified.

40. GUARANTEE

The CONTRACTOR, as a condition precedent to final payment, shall execute a guarantee to the OWNER warranting for a period of two (2) years from date of final payment to keep in good order and repair any defect in all the work done under the Agreement, either by the CONTRACTOR, his subcontractors, or material suppliers, that

may develop during said period due to improper materials, defective equipment, improper materials workmanship, or arrangements, and any other work affected in making good such imperfections shall also be made good, all without expense to the OWNER, and CONTRACTOR shall execute, in favor of the OWNER the attached Maintenance and Guarantee Bond.

41. PATENTS

CONTRACTOR shall pay all royalties and license fees and shall hold and save the OWNER and his agents harmless from all liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in performance of the Agreement, including its use by the OWNER, unless otherwise specifically stipulated in the Contract Documents. In this respect the CONTRACTOR shall defend all suits or claims for infringement of any patent or license right.

In the event that any claim, suit or action at law or inequity of any kind whatsoever is brought against the OWNER, involving any such patents or license rights, then the OWNER shall have the right to, and may retain, from any money due or to become due to the CONTRACTOR, such sufficient sum as is considered necessary to protect said OWNER against loss, and such sum may be retained by the OWNER until such claim or suit shall have been settled and satisfactory evidence to that effect shall have been furnished the OWNER.

42. INFORMATION BY THE CONTRACTOR

The CONTRACTOR shall submit to the ENGINEER full information as to the materials, equipment and arrangements that the CONTRACTOR proposes to furnish. This information shall be complete to the extent that the ENGINEER may intelligently judge if the proposed materials, equipment and arrangements will meet with the requirements of the Contract Documents.

Prior to approval of the materials, equipment and arrangements by the ENGINEER, based on the information submitted by the CONTRACTOR, any work done by the CONTRACTOR shall be at his own risk.

Approval of information covering materials, equipment and arrangements by the ENGINEER shall in no way release CONTRACTOR from his responsibility for the proper design, installation and performance of any material, equipment or arrangement, or from his liability to replace same should it prove defective.

43. FORFEITURE OF CONTRACT

If work to be done under the Contract Documents shall be abandoned by CONTRACTOR or if, at any time in the judgment of the OWNER, CONTRACTOR shall fail to prosecute the Work at a reasonable rate of progress, or to comply with all or any of the terms and requirements herein set forth, then the OWNER shall have the right to take possession of the Work, including CONTRACTOR's plant, supplies and materials, at any time after having notified the CONTRACTOR, in writing, to discontinue work under this Agreement for said cause or causes, and such action shall not affect the right of the OWNER to recover damages resulting from such failure. Upon receiving such notice the CONTRACTOR shall and will, upon demand, immediately give the OWNER safe and peaceable possession of the Work, including the plant, and shall then cease to have control over any portion thereof or the men employed thereon.

The OWNER may then proceed to complete the Work herein specified, by Agreement or otherwise; and the entire cost of same shall be charged to the CONTRACTOR and deducted from any sum or sums due or to become due under the Agreement; the excess cost, if any, to be paid by CONTRACTOR or his sureties to said OWNER.

44. RELATION TO OTHER CONTRACTORS

CONTRACTOR shall so conduct his operations as not to interfere with or injure

the work of other contractor's or workmen employed on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agents. Should a contract for adjoining work be awarded to another contractor, and should the work of one of these contracts interfere with that of the other, the OWNER shall decide which contractor shall cease work for the time being and which shall continue, or whether work in both contracts shall continue at the same time and in what manner.

45. "OR EQUAL" CLAUSE

Whenever, in any of the Contract Documents an article, material or equipment is defined by describing a proprietary product or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired, and shall not be construed in such a manner as to exclude manufacturers' products of comparable quality, design and efficiency. If the CONTRACTOR proposes any "or equal" substitutes, these substitutes shall be subject to the review and approval of the OWNER before they can be incorporated into the work.

Legal

46. INDEMNIFICATION

To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use

resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractors, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee of CONTRACTOR, any subcontractors, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts of them may be liable, the indemnification obligation under the preceding paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such subcontractors or other person or organization under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the CONTRACTOR under this article shall not extend to the liability of ENGINEER, ENGINEER's consultants, agents or employees arising out of the preparation or approval of drawings, opinions, reports, surveys, change orders, designs or specifications.

47. CONTROLLING LAW

In the case of a legal dispute between the OWNER and the CONTRACTOR the law of the state of Michigan shall govern. The venue for resolving any legal dispute between the two parties will be within the County of the OWNER's legal address.

48. NO WAIVER OF CONTRACT

Neither acceptance of the whole or any part of the Work by the OWNER or his ENGINEER, or any of its agents, nor any order, measurements or certificate by the ENGINEER, nor any order by OWNER for

payment of money, nor any payment for the whole or any part of the Work by OWNER, nor any extension of time, nor any possession taken by the OWNER or its agents, shall operate as a waiver for any portion of the Contract Documents or any power therein provided; nor shall any waiver of any breach of contract be held to be a waiver of any other or subsequent breach.

49. DISPUTE RESOLUTION

Dispute resolution methods and procedures, if any, shall be as set forth in the Supplemental Specifications. If no method and procedure has been set forth, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

50. GIVING NOTICE

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly
End of Section

given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

51. CUMULATIVE REMEDIES

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provision of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

GENERAL SPECIFICATIONS

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1. EXISTING UNDERGROUND STRUCTURES & UTILITIES

The location of public or private utilities shown on the plans is in accordance with the best information available. No guarantee is given that the locations are absolutely accurate or that utilities other than those shown are not present.

For protection of underground utilities, the CONTRACTOR shall contact "MISS DIG" at 1-800-482-7171 a minimum of three (3)

working days prior to excavating. This does not relieve the CONTRACTOR of the responsibility of notifying utility OWNERS who may not be part of the "MISS DIG" alert system.

2. SOIL CONDITIONS

If soil borings have been taken for this project, then they are included in an appendix.

Where the OWNER has caused soil borings to be made to aid the ENGINEER in design of the work, these boring logs are provided herein for the prospective bidder to examine. This information is given to bidders as an aid in determining the character of the soil and groundwater conditions. The OWNER does not guarantee that the ground encountered during construction will conform to the borings. Bidders should secure such other information as they consider necessary to check and supplement the above data.

The CONTRACTOR shall complete the work in whatever materials, and under whatever conditions he may encounter or create.

3. SOIL EROSION AND SEDIMENTATION CONTROL

The CONTRACTOR shall comply with the requirements of the Soil Erosion and Sedimentation Control Act of the State of Michigan, Part 91 of ACT 451 of PA of 1994 and with all the requirements, rules and standards of the official enforcing agent for the project location.

If a soil erosion control permit is required on this project, the CONTRACTOR shall adhere to the specific conditions of the project permit. Where the permit is issued in the name of the CONTRACTOR and requires that a bond be posted, the

CONTRACTOR shall include in his bid the permit fee and bond expense.

The ENGINEER shall have full authority to require compliance with the soil erosion control requirements and may order suspension of the work if measures are not adequate or a problem develops requiring additional soil erosion control measures. Any ordered suspension of the work shall not be grounds for CONTRACTOR's claims for "down time" or "lost time".

4. PRESERVATION, PROTECTION & USE OF SURVEY CONTROLS, MONUMENT POINTS & GRADE STAKES

During the progress of the work, the CONTRACTOR may encounter section line, fractional section line, and property controlling corner monuments. Insofar as is known, such public land survey corners and property monuments have been indicated on the plans.

The CONTRACTOR shall be responsible for complying with the requirements of Michigan Public Act 34. Specifically, he shall be responsible for notifying the county surveyor before removing a public land survey corner monument for construction activities. In addition, if construction time constraints will result in the public land survey corner monument being removed for more than one year, then the CONTRACTOR shall arrange to have a temporary corner monument set until the permanent one can be re-established. The costs of removing and replacing public land survey corner monuments as well as setting temporary corner monuments shall be the responsibility of the CONTRACTOR unless pay items are provided in the bid form for these tasks. The CONTRACTOR shall not remove any such monument until the ENGINEER has witness points as reference for resetting of such monuments. After referencing has been done and suitable permanent sketches prepared, the ENGINEER will give permission to the

CONTRACTOR for removal of the monument. Monuments and monument boxes shall be reset only after all backfilling has fully settled.

The CONTRACTOR shall protect and preserve all monument points, property corners, grade stakes, line and reference points. Where stakes and markers are disturbed or removed due to operations under this Contract, the CONTRACTOR shall be charged at invoice cost by the ENGINEER for replacing the points. Care shall be exercised by the CONTRACTOR when operating near the markers, as any carelessness in operations will also cause a time delay to the schedule due to additional stakeout time required to replace reference points, lines, etc.

The CONTRACTOR shall accurately locate the work from reference points established by the ENGINEER along the surface of the ground and line of work.

5. PROTECTION OF PUBLIC & PRIVATE UTILITIES

Where any utility, water, sewer, gas, telephone or any other public or private utilities are encountered, the CONTRACTOR must provide adequate protection for them, and he will be held responsible for any damages to such utilities arising from his operations.

When it is apparent that construction operations may endanger the foundation of any utility, conduit, or support of any structure, the CONTRACTOR shall notify the utility OWNER of this possibility, and he shall take such steps as may be required to provide temporary bracing or support of conduits or structures.

In all cases where permits or inspection fees are required by utilities in connection with changes to or temporary support of their conduits, the CONTRACTOR shall secure permits and pay all inspection fees.

When it is necessary in order to carry out the work that a pole, telephone or electric, be moved to a new location or moved and replaced after construction, the CONTRACTOR shall arrange for moving such pole or poles and the lines thereof, and shall pay any charges.

Where it is the policy of any utility owner to make his own repairs to damaged conduit or other structures, the CONTRACTOR shall cooperate to the fullest extent with the utility OWNER and shall see that his operations interfere as little as possible with the utility OWNER's operations.

6. MISCELLANEOUS DAMAGES

The CONTRACTOR shall be responsible for repairing all damages to existing lawns, sidewalk, parking lots, streets or other areas outside the limits of the Contract. Private utilities, private ornamental gas or electric lights, sprinkler systems, fences, shrubs, trees, existing sidewalk, or any other surface or subsurface items of value damaged by the CONTRACTOR shall be repaired, replaced or removed and replaced to at least equal condition at the CONTRACTOR's expense unless otherwise specified on the plans.

7. SUMP PUMP DISCHARGE PIPE & LOCAL SERVICES

Any discharge pipe from sump pumps or yard drains encountered on this project, whether or not shown on the plans, which discharges to existing ditches and/or storm sewers or cross public or private easements, shall be maintained, replaced, or reconnected as necessary. Bulkheads shall be placed only as approved by the Engineer. Sump pump connections shall be made to the storm drain pipe by a coring method as approved by the ENGINEER. The CONTRACTOR shall use adequate measures to prevent soil erosion, sedimentation, and/or ponding when connecting discharge pipes to existing or proposed ditches. This work shall be

considered as incidental to the cost of the project.

8. EXISTING SEWER FACILITIES

Existing sewers or drains may be encountered along the line of work. In all such cases, the CONTRACTOR shall perform his operation in such a manner that sewer service will not be interrupted. He shall, at his own expense, make all temporary provisions to maintain sewer service.

Unless otherwise indicated on the plans, the CONTRACTOR shall replace, at his own expense, any disturbed sewer or drain, or relay same at a new grade to be established by the ENGINEER such that sufficient clearance for the sewer will be provided.

9. EXISTING WATER FACILITIES

Where existing water mains and/or water services are encountered in the work, they shall be maintained in operation. They shall be relayed if necessary using the class of pipe and fittings standard to the OWNER of the main.

10. EXISTING GAS FACILITIES

Where existing gas mains are encountered, the CONTRACTOR shall immediately notify the ENGINEER and the gas company. The CONTRACTOR shall then arrange with the gas company for any necessary relocation. The CONTRACTOR will receive no extra compensation on account of delays incurred in conjunction with such relocations.

11. EXISTING ELECTRIC, CABLE, AND TELECOMMUNICATIONS

Where existing electric, cable, or telecommunications facilities are encountered, the CONTRACTOR shall immediately notify the ENGINEER and the affected utility company(ies). The CONTRACTOR shall then arrange with the

utility company for any necessary relocation. The CONTRACTOR will receive no extra compensation on account of delays incurred in conjunction with such relocations.

12. PRESERVATION OF TREES & SHRUBBERY

No trees or shrubbery of any kind shall be removed or destroyed by the CONTRACTOR without written permission of the ENGINEER. The CONTRACTOR will be held fully responsible for any damages caused by his work to adjoining trees and shrubs. Ample precautions shall be taken by the CONTRACTOR to protect such trees and shrubs that are to remain in place by surrounding them with fences or other protection before construction begins. Shrubbery that must be removed shall be preserved and replaced in a manner acceptable to the OWNER.

The CONTRACTOR shall protect and/or replace all shrubbery damaged or destroyed by operations under this Contract. The CONTRACTOR shall receive no extra compensation for preservation of trees and shrubbery.

13. TRIMMING TREES & SHRUBS

Where necessary in the field, the CONTRACTOR shall trim trees and shrubs by a method approved by the ENGINEER. All cut surfaces over one inch in diameter shall be painted with grafting wax. All branches which have been damaged by construction shall be pruned correctly to branch collars, to help promote the health of the tree. Also, any abrasions or gouges afflicted on the tree trunks during construction should be bark traced and lightly coated with tree paint. This work shall be incidental to the project.

14. MAINTENANCE OF SERVICE

Drainage through existing sewers, ditches and drains shall be maintained at all times

during construction, and all nearby gutters shall be kept open for drainage. Where existing sewers are encountered in the line of work that interfere with construction, the flow in the sewers, including both dry weather flow and storm flow, shall be maintained.

During the progress of the work, the CONTRACTOR shall accommodate both vehicular and foot traffic and shall provide free access to fire hydrants, water and gas valves. Except as otherwise specified herein or as noted on the plans, street intersections may be blocked but one-half at a time, and Contractor shall lay and maintain temporary driveways, bridges and crossings such as are necessary, in the opinion of the ENGINEER, to reasonably accommodate the public.

In the event detours, traffic control devices or safety equipment are needed, they shall be placed and maintained in accordance with the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

Maintenance of service as described above shall be considered as incidental to the project cost unless pay items have been included in the proposal for this work.

15. CLEANLINESS OF THE WORK SITE & STREETS

The CONTRACTOR shall keep the work site and all property occupied by him in a neat and orderly condition at all times. Waste material, rubbish and debris shall not be allowed to accumulate. The CONTRACTOR's equipment, temporary buildings and excess materials shall be promptly removed from the work site when no longer needed. At completion of the work, the premises shall be left clean.

The CONTRACTOR shall keep the streets clean. Trucks hauling excavated material, cement, sand, stone or other loose materials from or to the site shall be tight so that no spillage will occur on adjacent streets. Before trucks start away from the site, their

loads shall be trimmed and covered. If, in the judgment of the OWNER, adequate cleanup efforts are not being expended, including but not limited to, roadway, driveway and drainage maintenance, and removal of surplus materials, further construction shall be halted and work forces directed to the cleanup activity until proper order is restored. Should the CONTRACTOR continue to be negligent of his duties in maintaining proper street cleanliness, the OWNER will take necessary steps to perform such cleaning and shall charge the CONTRACTOR for all the costs.

16. DUST CONTROL

All haul roads, detour roads, temporary access roads, other public or private roads, driveways and parking lots used by the CONTRACTOR must be maintained in a dust free condition for the duration of the Contract. The control of the dust shall be accomplished by application of dust control materials and methods of application as approved and as directed by the ENGINEER. Such dust control materials shall be applied as often as is necessary to control dust. Neglect of dust control will not be tolerated.

Should the CONTRACTOR be negligent of his duties in providing dust control, the OWNER may, with or without notice cause the same to be done and deduct the cost of such work from any monies due or to become due the CONTRACTOR under the Contract. Cost of providing dust control shall be considered incidental to the project.

17. WORKING SPACE & USE OF STREETS OR PRIVATE PROPERTY

The CONTRACTOR's operations in public streets or alleys shall be confined to as small a space as practicable, so as not to cause undue inconvenience to the public or abutting properties, and shall be subject to the approval of the ENGINEER.

Where the CONTRACTOR wishes to work on or stockpile materials on nearby properties, it will be his responsibility to contact the property owner for permission. Upon request, the CONTRACTOR shall provide a copy of written permission from any affected property owner. The OWNER will not become involved with any such agreements and will not be held responsible for any damages that the CONTRACTOR may cause to private property. The CONTRACTOR shall not be compensated for restoration of private properties and stockpile areas unless said areas were within the original project limits.

18. EASEMENTS

Prior to the start of construction, the CONTRACTOR shall verify with the OWNER that any required easements have been obtained.

The CONTRACTOR shall keep his work operations within these easements and shall be responsible for complying with any easement conditions that are shown on the plans or stated in the Contract documents.

19. POWER & LIGHT

The CONTRACTOR shall furnish, at his own expense, all the electric power and lighting necessary during the life of this Contract or until such time as the OWNER takes over the work. The CONTRACTOR shall be responsible for complying with any applicable ordinances or regulations concerning power and light.

20. WATER

Unless otherwise allowed by the OWNER, the CONTRACTOR shall furnish, at his own expense, all the water necessary during the life of this Contract or until such time as the OWNER takes over the work.

The CONTRACTOR shall not make a connection to any public water main or fire

hydrant without first obtaining the necessary permit and/or meter from the OWNER.

Existing public water systems shall be operated and controlled by the OWNER. All valves shall be operated exclusively by the OWNER's personnel.

The CONTRACTOR shall not make any connection to or obtain water from a private water source without obtaining written permission from the owner of the water source. The CONTRACTOR shall provide a copy of the written permission to the OWNER upon request.

21. WEATHER PROTECTION & HEATING

The CONTRACTOR shall provide and maintain weather protection and heating at his own expense to properly protect the work under construction from damage if weather conditions require. This work shall include all windbreaks, insulating cover, and other necessary measures required to provide protection from freezing.

The CONTRACTOR shall continue to provide weather protection and heating as necessary until such time as the OWNER takes over the work.

22. RAILROAD CROSSING

Where the work crosses a railroad right-of way, the CONTRACTOR shall secure Railroad Company approval of his methods and schedule of operation. The CONTRACTOR shall carry out his work in strict accordance with the standards of the Railroad Company. The CONTRACTOR shall pay any inspection, signal or flagman costs.

23. OWNERSHIP OF SALVAGED MATERIALS

All salvageable materials such as castings, hydrants, valves, culverts and similar items removed during construction shall remain

the property of the OWNER. The CONTRACTOR shall deliver these salvaged materials to the OWNER's public works facility. If the OWNER indicates that he does not want the salvaged items, then the CONTRACTOR shall be responsible for disposal of the items.

End of Section

EARTHWORK

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GENERAL

1. SCOPE OF WORK

This work shall be subject to the General Conditions and the General Specifications. The work shall include furnishing of labor,

materials, tools, equipment, accessories and services necessary for completing the excavation and backfilling for the items as shown on the contract drawings and/or as herein required. This also includes trenching, trench or subgrade undercutting, roadway earthwork, complete and continual drainage of excavation, sheet piling, bracing and shoring of sides of the excavation, backfilling around structures and over pipelines, and the disposal of excess excavated material.

2. MDOT

References to Michigan Department of Transportation (MDOT) Specifications shall pertain to the 2012 Standard Specifications for Construction.

MATERIALS

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. Granular material shall meet the requirements of Section 902.07 of the MDOT Standard Specifications for Construction for Granular Material Class II and Class III.
- C. Pea gravel shall be unwashed and shall be from 1/4-inch to 5/8-inch in size.
- D. 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.
- E. Stone material shall meet the requirements of Section 902.03 of the MDOT Standard Specifications for

Construction for 6A crushed Coarse Aggregate or approved equal.

4. BACKFILL

A. Job Excavated Backfill

Job excavated backfill shall be defined as material excavated from the site that is free from frozen earth, boulders, rocks, stones larger than 3-inch in size, debris, blue and gray clay, and organic material.

B. Granular Backfill

Granular backfill shall be defined as sharp sand, gravel, or crushed stone that is free from lumps of clay and soft or flaky material and shall conform to the latest MDOT Specification for Granular Material Class II or III. Granular backfill shall be used for fill work located under or within the influence of roadway surfaces. The Owner's standard details shall dictate which type of granular material (class II or III) is required for the project.

Material excavated from the trench may be used as granular backfill when, in the opinion of the ENGINEER, it meets the granular backfill grading requirements.

5. STONE REFILL

Stone refill shall consist of natural gravel, slag, or crushed gravel that is equivalent in gradation to MDOT 6A unless otherwise called for in the plan details.

6. EMBANKMENT

Embankment material shall consist of sound earth as described in Section 205.03H of the MDOT Standard Specifications for Construction.

CONSTRUCTION

7. CLEARING

Prior to the start of construction, the CONTRACTOR shall verify the limits of trees and other items that are to be saved. The CONTRACTOR shall then clear the site or trench excavation area of all remaining trees, brush, and other miscellaneous items that are not to be saved.

8. TREE REMOVAL

Where called for on the plans, the CONTRACTOR shall remove trees, including stump and main roots, and dispose of all associated foliage and debris offsite. Trees less than six (6) inch diameter shall be removed where required by the Work as incidental to the Contract. The CONTRACTOR shall abide by any easement agreements regarding the tree removal work and wood ownership.

9. STUMP REMOVAL

Where called for on the plans, the CONTRACTOR shall remove existing stumps, including main roots (two (2) inch diameter and larger), dispose of all associated debris offsite, and backfill the void with suitable material.

10. PAVEMENT CUTS

Where a trench must be cut through 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.

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.

If a square or block of sidewalk is cut, broken, or cracked, the entire square or block shall be removed and replaced.

11. CLASSIFICATION OF EXCAVATION

Earth, as a name for excavated material, shall include all glacial deposits whether cemented or not, except solid boulders one-half cubic yard or more in volume. It shall also include all alluvial deposits and material of every kind that can be excavated with equal facility by the equipment and means typically used for earth excavation.

Peat, as a name for excavated material, shall include all unstable organic soils such as peat, muck, marl, and underlying very soft clay.

Rock, as a name for excavated material, shall include pre-glacial solid ledge rock that can be removed most practically by blasting, barring or wedging, or by some other standard method of quarrying solid rock. It shall also include solid boulders of one-half cubic yard or more in volume as well as existing concrete, masonry with mortar joints, or other existing structural work that can be excavated practically only by methods of quarrying solid rock. It shall not include fragile, friable, or disintegrated materials of any kind that can be excavated by equipment and means used for earth excavation.

12. ROADWAY EARTHWORK

Roadway earthwork shall be performed in accordance with the construction methods that are described in Section 205 of the MDOT Standard Specifications for Construction unless otherwise called for in

the plan notes, details, or supplemental specifications.

13. METHODS OF EXCAVATION IN EARTH

All excavation shall be by open cut from the surface, except in special cases where boring/jacking under pavement or structures may be required, or where boring/jacking under the root system will be required for tree root protection. All excavation shall be made in such a manner and to such depth, length, and width as will give ample room for building the structures, bracing, sheeting and supporting the sides of the excavation, pumping and drainage of ground water and sewage which may be encountered, and removal of all materials excavated. Special care shall be taken so that the soil below the bottom of structures to be built shall be left undisturbed so that a firm bed will be provided for construction. Any voids shall be backfilled with suitable granular material and shall be properly compacted.

14. TRENCH EXCAVATION

A. General

Excavation shall be of sufficient width and depth to provide adequate room for construction and installation of the work to the lines, grades and dimensions called for on the plans. Unless otherwise called for on the OWNER's standard details, the width of a trench from the invert to a height twelve (12) inches above the top of the pipe barrel shall be indicated as follows:

Pipe Size	Maximum Trench Width
4" through 12"	30"
Larger than 12"	O.D. + 24"

If the maximum trench width as specified above is exceeded, unless otherwise shown on the drawings, the CONTRACTOR shall install, at his own expense, such concrete

cradling or other bedding as is approved by the ENGINEER, to support the added load of the backfill.

Where trench excavation is in granular material, the last six (6) inches of trench depth shall be carefully excavated and trimmed by hand to the exact elevation and contour of pipe. Where trench excavation is in rock or clay soil, the trench bottom shall be undercut a minimum of four (4) inches below the final elevation of pipe. The bedding material as hereinafter specified shall be placed and compacted to the underside of the pipe.

Excavation for structures shall be made to the outside lines and surfaces of such structures wherever it is practicable to build directly against the sides and bottoms of excavations. In such cases, care shall be taken not to disturb the original foundation or backing. Final trimming shall be done by hand just before construction of the structure. If excess excavation is made, or the material becomes disturbed so as to require removal beyond the prescribed limits, the resulting space shall be refilled with bedding, as specified hereinafter, and solidly machine tamped into place to 95 percent of maximum unit weight before the construction work proceeds.

Excavation for structures shall be extended sufficiently beyond the limits of the structure to provide ample room for form construction and other construction methods to be followed, wherever necessary.

B. Bedding

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

C. Amount of Trench Opening

Not more than 50 feet of trench shall be open at one time in advance of the pipe unless permitted by the ENGINEER. The length of street that may be occupied by the construction work at any one time shall be subject to the direction of the ENGINEER and will be based on requirements of the use of the street by the public. No more than 600 consecutive feet of street length shall be occupied at one time, and vehicle traffic through the street shall not be entirely stopped without permission of the ENGINEER.

After placement of the utility line, the Contractor shall backfill the trench promptly in order to minimize the length of open trench and avoid any unsafe conditions.

15. TRANSPORT OF NATIVE MATERIALS OFFSITE

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.

16. STONE REFILL FOR TRENCH UNDERCUT

In locations where soil at the bottom of trench is unstable, the CONTRACTOR shall excavate (undercut) below the trench bottom and place stone refill as called for in the Materials Section of this specification.

17. EXCAVATION & TRENCH DEWATERING

The CONTRACTOR shall maintain any excavation or trench free of water during construction of any structures and/or pipelines. 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 incidental to the cost of construction and will not be reimbursable at the unit price bid for dewatering in the proposal.

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 a pay item 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. bid item or incidental to 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.

The CONTRACTOR shall take adequate precautions to control the discharge of dewatering pumps so as to prevent soil erosion or sedimentation of drainage ditches, structures, storm sewers, culverts, natural drainage courses, ponds, lakes or wetlands.

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 so as to prevent a hazard to pedestrians or motor vehicles passing in the vicinity of the construction site.

Electric pumps shall have suitable power supply appurtenances meeting NEC requirements and properly fused and grounded to prevent electrical shock hazards to on-site personnel.

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.

18. DIVERTING EXISTING SEWERS

Where existing sewers or drains are encountered in the Work, adequate provision shall be made for diverting flow in the existing sewers so that the excavation will be kept dry during the progress of the construction work. Upon completion of the construction work, the existing sewers shall be restored or otherwise provided with an adequate outlet as directed by the ENGINEER.

19. SHEETING, BRACING & SHORING

Where required to properly support the surfaces of excavations to protect the construction work, adjacent work or workers, sheeting, bracing and shoring shall be provided. If the ENGINEER is of the opinion that at any point sufficient or proper supports have not been provided, he may order such additional supports at the expense of the CONTRACTOR, but neither the placing of such additional supports by the order of the ENGINEER nor failure of the ENGINEER to order such additional supports placed shall release the CONTRACTOR from his responsibility for the sufficiency of such supports and the integrity of the Work. In removing the sheeting and bracing after the construction has been completed, special care shall be taken to prevent any caving of the sides of the excavation and injury to the completed work or to the adjacent property.

20. SHEETING LEFT IN PLACE

Sheeting, bracing and shoring shall not be left in place after completion of the work except as required by the ENGINEER. Where sheeting, bracing, and shoring must be left in place in order to protect the work, adjacent structures, or property, it shall be cut off or left not less than two (2) feet below the established surface grade. If sheeting, shoring or bracing must be left in place, then it shall be paid for at the contract unit bid price that is shown on the Bid Form. If a pay item was not included on the Bid Form, then a work order shall be negotiated.

21. CROSSING EXISTING STRUCTURES/PIPES

During construction, it may be necessary to cross under certain sewers, drains, culverts, water lines, gas lines, electric conduits and other underground structures. Every effort shall be made to prevent damage to such structures. Wherever such structures are disturbed or broken, they shall be restored to good condition. Specified granular backfill shall be placed as described in Section 23, Backfilling. MDOT Grade S3 concrete shall be utilized where directed by the ENGINEER at no additional cost to the project. Either granular backfill or concrete shall be brought to the spring line of the higher utility.

22. TUNNELING TREES

Trees eight (8) inches in diameter or less will require a minimum tunnel length of eight (8) feet. Trees over eight (8) inches in diameter, measured four (4) feet above the ground surface, will require a minimum tunnel length equal to one foot for each inch of tree diameter.

Trees shall be tunneled whenever any portion of an excavation approaches within a distance equal to one-half the required tunnel length except as otherwise noted on the plans.

Tunneling under trees may be accomplished by one of the following methods:

- a. Boring and jacking casing pipe along with placement of a carrier pipe.
- b. Boring and jacking sewer pipe or water main without a casing pipe.
- c. Jacking sewer pipe or water main without boring and without a casing pipe.

Plan notes or existing field conditions shall indicate which method may be used for the tree tunneling work.

23. BACKFILLING

A. General

Backfilling shall include all work required as hereinafter specified. The placement of various pipe, including bedding and building of structures, shall be completed prior to backfilling.

Where called for on the plans, the CONTRACTOR shall backfill trenches and/or other excavations with suitable excavated material (not including gray or blue clay) replaced into the trench or excavation and compacted to not less than 95 percent of maximum unit weight as determined at existing moisture content during backfilling. Compaction shall be provided by means of suitable mechanical compaction equipment.

If the moisture content of cohesive backfill material exceeds the optimum moisture content for maximum density by more than three percent (3%), the CONTRACTOR shall dry the material to meet the foregoing moisture content limitation or provide, at his own expense, MDOT Granular Material Class III. No sloppy or wet backfill will be allowed.

Maximum unit weight will be determined by current methods of Test for Compaction and Density of Soil, AASHTO Designation T-180 or by the Cone Density Method

developed by MDOT, as the material may require.

The ENGINEER shall make compaction tests at all locations requiring granular backfill.

Any depression resulting from settlement of any backfill prior to the date of final payment for all work under this contract shall be brought to the proper grade and surface and made to match the adjacent surface.

B. Materials

Bedding, excavated backfill, and granular backfill shall conform to the requirements that were previously described in Parts 3 and 4 of this specification.

C. Compaction

Backfill material shall be placed in layers not to exceed 12 inches in thickness unless the contractor can demonstrate to the satisfaction of the Engineer that he can consistently attain the specified density on thicker lifts.

Specified compaction shall be obtained with the use of a bulldozer, sheepsfoot roller, mechanical tamper or other similar and effective equipment. Specified compaction means not less than 95 percent (not average 95 percent) of maximum unit weight when tested in accordance with current MDOT Specifications.

If excavated material is not suitable to obtain 95 percent minimum compaction, the CONTRACTOR shall, at his expense, remove unsuitable materials or add granular materials, or both, to obtain ninety-five percent (95%) minimum compaction as specified.

Compaction tests will be made by a representative of the OWNER and paid for by the OWNER, unless otherwise specified in the Contract Documents.

D. Backfilling Trenches

Bedding

The type of bedding required is shown on the detail drawings.

Bedding shall be worked under the haunches of the pipe to provide firm continuous support.

Bedding placed on the sides of and above the pipe shall be compacted by machine tamping to not less than ninety-five percent (95%) of maximum unit weight in layers not exceeding 12 inches in depth.

Trench or Excavated Area

All trenches in paved streets, shoulders, traveled roadways, parking areas and driveways shall be backfilled with suitable excavated backfill or granular backfill, as shown on the drawings from one (1) foot above top of pipe up to the required subgrade elevation which will allow for placement of the required gravel base and/or pavement surface. The approved excavated backfill or granular backfill shall be placed and thoroughly and uniformly compacted by machine tamping to the specified compaction. With the approval of the ENGINEER, water jetting may be accepted in lieu of tamping for granular backfill only.

Specified compaction shall be required of the entire trench when the edge of trench is within three (3) feet of edge of pavement. On road crossings, specified compaction shall extend ten (10) feet beyond the edge of pavement for paved roadways with gravel shoulders or shall extend three (3) feet beyond the back of curb for roadways with curb.

Trenches under concrete sidewalks and bike paths shall be backfilled from one foot above top of pipe to a level four (4) inches below finished grade of the sidewalk with approved suitable excavated backfill or

granular backfill and compacted to ninety-five percent (95%) maximum density.

Trenches not in paved streets, shoulders, traveled roadways, parking areas, driveways or under sidewalks, shall be backfilled from one (1) foot above the top of the pipe up to the ground surface (except as noted under the Restoration Specification) with suitable excavated backfill and shall require compaction equal to adjacent undisturbed earth.

Wherever gas mains, water mains, sewers, or other utilities are located in the trench area, granular backfill shall be used for backfill from bottom of the trench up to the springline of the pipes. Granular backfill shall be placed across the full trench width and extend far enough either side of the existing pipe to allow specified compaction so as to thoroughly support the pipe within the trench area.

E. Backfilling Around Structures

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

24. PLACING AND COMPACTING EMBANKMENT

Embankment material for fill work shall be placed and compacted in accordance with

Section 2.05.03H of the MDOT Standard Specification for Construction.

25. DISPOSAL OF EXCAVATED MATERIAL

After all suitable excavated material has been used on site, the CONTRACTOR shall be responsible for properly removing and disposing of the excess.

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, 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.

Surplus or unsuitable material shall not be disposed of either temporarily or permanently beyond the plan grading limit line or across any wetland or flood plain unless the plans provide for such placement.

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.

Placement of fill on private property may require that the resident or CONTRACTOR obtain a grading permit or fill permit from the OWNER.

26. FINAL CLEANUP & GRADING

Upon completion of the construction, and before final payment is made, the CONTRACTOR shall restore his working area to as clean a condition as existed before his operations were started. He shall go over the entire line and refill any place that may

have settled. He shall then re-grade and put in shape all backfilled trenches, all fills he may have made from excess excavated materials, and all other areas that may have been disturbed through all operations.

27. CONTRACTOR SAFETY REQUIREMENTS

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 his operations in a manner that will protect adjacent property from damage.

Trench 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.

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 workmen, and who will make all the decisions relevant to the stability of trenches, the adequacy of any and all protective devices, proper operation of equipment, and all other matters related to safety.

The CONTRACTOR shall not store, along and adjacent to the trench, excavated material, heavy equipment, backfill materials, sewer pipe, 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

RESTORATION

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GENERAL

1. SCOPE OF WORK

This work shall be subject to conditions of the General Conditions, General Specifications and include the furnishing of labor, materials, tools, accessories, equipment and services necessary for restoration of the surfaces shown on the Contract drawings and/or as herein required.

This work shall include replacement of all permanent type roadway surfaces, concrete sidewalks, curb and gutters, driveways, trees, culverts, fences, ditches, and miscellaneous items damaged or removed due to construction. 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.

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 Michigan Department of Transportation (MDOT) Standard Specifications for Construction except where otherwise noted. No permanent surface restoration shall be performed until all underground work has been approved.

In the event that these specifications conflict with those of the OWNER or the controlling agency, the more stringent requirements shall govern.

2. SHOP DRAWINGS

When required by the ENGINEER, shop drawings shall be furnished as prescribed under the General Conditions.

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.

3. MDOT STANDARDS

References to the Michigan Department of Transportation (MDOT) Specifications shall pertain to the 2012 Standard Specifications for Construction.

MATERIALS

4. AGGREGATE

a. Gravel Approaches and Roads

Natural aggregate shall be used for gravel approach (driveways) and road restoration and shall meet the requirements of MDOT 21AA or 22A as shown in Table 902-1 of the MDOT Standard Specifications for Construction.

b. Shoulders

Natural aggregate shall be used for shoulders and shall meet the requirements of MDOT 21AA, 22A, or 23A as shown in Table 902-1 of the MDOT Standard Specifications for Construction.

c. Base Course

Natural aggregate shall be used for base course construction and shall meet the requirements of MDOT 21A, 21AA, or 22A as shown in Tables 902-1 and 902-2 of the MDOT Standard Specifications for Construction.

5. HOT MIX ASPHALT SURFACE, LEVELING, & BASE COURSES

Hot mix asphalt materials used for pavement construction shall meet the requirements of section 501.02 of the MDOT Standard Specifications for Construction or the requirements of the controlling agency as called for on the construction plans.

6. CONCRETE PAVEMENT, SIDEWALKS, CURB & GUTTER

Concrete used for pavement, sidewalk, and curb and gutter construction shall meet the requirements of MDOT grade P1 concrete or the requirements of the controlling agency as called for on the construction plans. MDOT grade P-NC may also be used where circumstances require the use of a

high-early strength concrete. Refer to Table 601-2 of the MDOT Standard Specifications for Construction.

7. TOPSOIL

Topsoil shall be screened and shall consist of loose black-colored soil that is suitable for the growth of grass seed or sod. 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 containing organic matter rich in nutrients with negligible clay content.

Topsoil shall meet the following requirements:

- a. 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.
- b. The organic matter content shall range between 2% and 6% (by dry sample weight).
- c. 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:

Sand.....	40% to 65%
Silt	25% to 60%
Clay	5% to 15%

- d. The gradation shall be as follows:

Sieve Designation	% Passing
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

- e. The soil salinity as measured by the electrical conductivity of a saturated soil

sample shall not exceed 2dS/m (decisiemens/meter).

- f. 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.

8. SEED & FERTILIZER

Seed and fertilizer shall meet the following requirements:

Table R-1

Location	Seeding* Requirement	Fertilizer Requirement
Maintained Lawn Areas	MDOT Type THM Mix (20% Perennial Rye, 30% Kentucky Blue, 50% Red Fescue) applied at 220 lbs./acre	MDOT Class A, 228 lbs./acre
Fields, Slopes & Ditch Banks, Etc.	MDOT Type THV Mix (30% Perennial Rye, 15% Kentucky Blue, 45% Red Fescue, 10% Fults Salt) applied at 220 lbs./acre	MDOT Class B, 120 lbs./acre

* percent mixture proportions by weight

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. Although Table R-1 lists only two typical seeding mixtures, other seeding mixtures shown in MDOT Tables 816-1 and 917-1 may be used where approved by the Engineer.

9. MULCH & MULCH BLANKETS

Mulch and mulch blankets shall meet the following requirements:

- 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 (for moderate runoff condition). Mulch Blankets shall be one of the following or an approved equal:

S1 Erosion Control Blanket –
BonTerra America

Contech ERO-MAT -
Contech Construction Products

Erosion Control Blanket DS-75 –
North American Green

- c. High Velocity Mulch Blankets (for medium to heavy runoff condition). High velocity mulch blankets shall be one of the following or an approved equal:

S2 Erosion Control Blanket –
BonTerra America

Contech High Velocity ERO-MAT –
Contech Construction Products

ECS High Impact Excelsior Blanket –
Erosion Control Systems, Inc.

ECS High Velocity Straw Mat –
Erosion Control Systems, Inc.

Erosion Control Blanket DS-150 –
North American Green

10. SOD

Sod shall meet the requirements of Section 917.13 of MDOT Standard Specifications for Construction. The Contractor shall keep the sod watered until a vigorous growth is established.

Sod must be an upland mineral soil sod. Sod must be grown on loam soils. Sod grown on peat is not acceptable for use.

11. FENCING

Chain link and woven wire fence materials shall meet the requirements of Section 907 of MDOT Standard Specifications for Construction. Chain link fabric shall be as called for on the construction drawings (aluminum-coated, zinc-coated, or vinyl-coated). Fences made of other materials (wood board, split rail, iron, etc.) shall be replaced in kind or as called for on the construction drawings. In this case, fence materials and construction methods shall meet the applicable standards of ASTM.

12. TREES & SHRUBS

Trees and shrubs shall be quality, nursery-grown stock with adequate root growth (balled and burlapped). Nursery stock shall meet the standards of the current edition of the American Standard for Nursery Stock as published by the American Association of Nurserymen, as well as the standards of Section 917 of the MDOT Standard Specifications for Construction.

13. TIMBER POSTS

Timber used for fence, guide, guard and mailbox posts shall meet the requirements of Section 912.08 of the MDOT Standard Specifications for Construction.

14. TRAFFIC SIGNS & POSTS

Traffic and street signs that are removed or damaged shall be replaced in kind. The materials used for such sign and post replacements shall meet the applicable standards of Section 919 of the MDOT Standard Specifications for Construction.

15. PAVEMENT STRIPING

Pavement striping materials shall meet the requirements shown in Section 920 of the MDOT Standard Specifications for Construction.

CONSTRUCTION

16. PAVEMENT RESTORATION

The aggregate and pavement thicknesses shown in the following sections are intended to be a guideline for minimum thicknesses. Thicker sections may be required depending upon the requirements of the OWNER or the controlling agency. All pavements shall be restored to the elevation and section that existed prior to construction.

a. Gravel Shoulders and Approaches

Gravel shoulders and approaches shall be constructed as described in Section 307.03 of the MDOT Standard Specifications for Construction.

Gravel shoulder restoration shall consist of placement and compaction of MDOT 21AA limestone or MDOT 22A gravel on a suitable subgrade to form a minimum six (6) inch thick section. The 21AA limestone or 22A gravel shall be compacted to a minimum density of ninety-eight (98) percent of the maximum unit weight. The restored shoulder width shall match the existing width.

Restoration of gravel approaches shall consist of placement and compaction of MDOT 21AA limestone or MDOT 22A gravel on a suitable subgrade as called for

on the plans to form a minimum six (6) inch thick section. The 21AA limestone or 22A gravel shall be compacted to a minimum density of ninety-eight (98) percent unit of the maximum unit weight. The restored approach width shall match the existing width.

b. Gravel Roads

Restoration of gravel roads shall consist of placement and compaction of MDOT 21AA limestone, MDOT 22A gravel, or MDOT 23A gravel as called for in the plan details to form a minimum eight (8) inch thick section. The restored road width shall match the existing road width. Gravel roads shall be constructed as described in Section 306.03 of the MDOT Standard Specifications for Construction.

c. Aggregate Base Courses

Aggregate 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 Supplemental Specifications, aggregate base courses shall be compacted to a minimum density of ninety-eight (98) percent of the maximum unit weight.

d. Sawcutting

All pavement, curb and gutter, and sidewalk removals shall be accomplished by sawcutting with a power-driven concrete saw. Sawcutting shall be full depth for all pavements (concrete, bituminous, concrete with bituminous overlay).

In bituminous pavement, sawcut lines shall be parallel with or perpendicular to the direction of vehicle travel.

In concrete pavement, sawcut lines shall be cut parallel with pavement joints. Sawcuts shall not be nearer than five (5) feet to a transverse joint, to the center of pavement,

or to the edge of pavement such that no existing or replacement pavement section shall be less than five (5) feet in width. If the proposed sawcut is nearer than five (5) feet to a joint or centerline of a pavement, then removal and replacement shall be extended to said joint or centerline.

If an integral concrete curb is to be removed, then the minimum removal width shall be eighteen (18) inches.

e. Hot Mix Asphalt (HMA) Pavement

Hot mix asphalt pavements shall be constructed in accordance with the plan details and Section 501 of the MDOT Standard Specifications for Construction. Where new asphalt pavement is to adjoin existing asphalt pavement, a two (2) foot wide butt joint shall be constructed. A bond coat shall be applied to the existing pavement surface. Unless otherwise called for in the plan details, the following sections shall apply as a minimum:

Bike paths: 3" HMA over 4" 21AA aggregate base (with soil sterilant application)

Residential driveways: 3" HMA over 6" 21AA aggregate base

Commercial driveways: 4" HMA over 8" 21AA aggregate base; or 8" asphalt

Residential streets: 4" HMA over 8" 21AA aggregate base; or 8" asphalt

Collector road: 9" HMA over 6" 21AA aggregate base

The laboratory density of HMA pavement shall be determined by the Marshall Procedure ASTM D-1559 using 50 blows on each of the specimens as the compactive effort. One set of three (3) specimens shall be made on the first day of placement and on subsequent days as determined by the Engineer.

The measurement of field-compacted density shall be done with a nuclear gage. The percent of compaction obtained shall be determined by dividing the field-compacted density by the laboratory density and multiplying the result by 100. Unless otherwise indicated in the plan details or Supplemental Specifications, all HMA pavements shall be compacted to a minimum calculated density of 97%.

Density tests shall be taken on the completed pavement at a frequency of one test every 500 linear feet of paving lane, except for the last unit which will be 500 linear feet, plus any fractional unit less than 250 feet in length, or will be a fractional unit of 250 feet or more in length. Miscellaneous areas such as intersections, crossovers and widening lanes less than 250 feet long will be tested as directed by the Engineer.

f. Concrete Pavement

Concrete pavements shall be constructed in accordance with the plan details as well as Sections 602 and 801 of the MDOT Standard Specifications for Construction. Where new concrete pavement is to be anchored to old pavement, dowel bars and lane ties shall be installed in accordance with MDOT Standard Plans. Joints shall be installed in the new concrete pavement to match existing joint types and locations. Reinforcing steel shall be similar to that in the existing pavement and shall provide the same cross sectional area of reinforcement per foot as the existing pavement. Unless otherwise called for in the plan details, the following sections shall apply as a minimum:

Residential driveways:	6" non-reinforced concrete over 4" sand base
Commercial driveways:	8" non-reinforced concrete over 4" sand base
Residential	8" non-reinforced concrete

streets: over 6" sand base

Collector road: 9" non-reinforced concrete over 6" sand base

g. Concrete Sidewalk and Ramps

Concrete sidewalks and ramps shall be constructed in accordance with the plan details and Section 803 of the MDOT Standard Specifications for Construction. Unless otherwise called for in the plan details, the following sections shall apply as a minimum:

Sidewalks:	4" concrete over 4" sand base
Sidewalks (at residential drive crossing):	6" concrete over 4" sand base
Sidewalks (at commercial drive crossing):	8" concrete over 4" sand base
Sidewalk ramps:	4" concrete over 4" sand base

h. Concrete Curb and Gutter

Concrete curb and gutter shall be constructed in accordance with plan details and Section 802 of the MDOT Standard Specifications for Construction.

17. TURF ESTABLISHMENT

The CONTRACTOR shall furnish and place topsoil, seed, or sod, and fertilizer for all areas that were disturbed during construction. Seed and sod shall be installed in accordance with the seasonal limitations that are described in section 816.03 of the MDOT Standard Specifications for Construction unless directed otherwise by the Engineer.

a. Topsoil

Unless otherwise called for on the plans, a minimum of three (3) inches of topsoil shall be placed for areas that are to be restored with seeding or sodding. Topsoil shall be placed on a prepared earth bed in accordance with Section 816.03A of the MDOT Standard Specifications for Construction.

The existing earth bed shall be graded such that the placement of topsoil and sod will meet the final plan grades.

b. Seed

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 shown in the table in part 8 of the Materials Section.

c. Mulch and Mulch Blankets

Mulch and mulch blankets shall be placed over seeded areas as called for in Section 816.03E through H of the MDOT Standard Specifications for Construction. If mulch blankets must be secured to a slope, then biodegradable netting and biodegradable earth staples shall be used.

Mulch anchoring shall be considered as incidental to mulch placement unless a pay item for mulch anchoring has been included in the Bid Form.

d. Sod

Sod shall be placed in accordance with Section 816.03D of the MDOT Standard Specifications for Construction.

A sod cutter shall be used to establish a smooth vertical edge when new sod is to abut existing sod.

e. Fertilizer

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 shown in table in Part 8 of the Materials Section.

f. Watering and Maintenance

It is the responsibility of the CONTRACTOR to regularly water new seed and sod in order to establish a dense lawn of permanent grasses that is free from mounds and depressions. Any portion of a sodded area that "browns-out" or does not firmly knit to the soil base, or any portion of a seeded area that fails to show a uniform germination, shall be resodded or reseeded. Such resodding or reseeding shall be at the CONTRACTOR's expense and shall continue until a dense lawn is established.

Watering seed and sod shall be considered as incidental to the turf establishment work unless a pay item for water has been included in the Bid Form.

18. FENCING

Prior to the start of any fence restoration work, the CONTRACTOR shall verify that the line and grade are correct.

a. Removing and Replacing Existing Fences

Fences shall be removed and replaced or shall be removed as indicated on the Plans or as directed by the ENGINEER. If any of the existing material is damaged or destroyed, the CONTRACTOR shall replace the material at his expense. Replacement fence material shall be of a condition comparable to that which existed prior to construction.

After the fence removal or relocation operations are complete, all surplus material shall be removed and disposed of by the CONTRACTOR at his expense unless otherwise called for on the Contract Documents.

Any holes or voids resulting from the fence post removal operation shall be backfilled

with a suitable material, as approved by the ENGINEER.

b. Placing New Fence

Woven wire and chain link fencing shall be installed in accordance with Sections 808.03A and D of the MDOT Standard Specifications for Construction. If called for on the plans, a top rail shall be used in place of tension wire for the chain link fence construction. Other fence types (timber, boulders, decorative rock, etc.) shall be constructed in accordance with plan details.

19. GUARDRAIL

Guardrail shall be placed in accordance with Section 807 of the MDOT Standard Specifications for Construction. Guardrail design shall be approved by the ENGINEER and shall conform to the current applicable standards of the agency that has jurisdiction of the right-of-way.

Any holes or voids resulting from the guardrail post removal operation shall be backfilled with a suitable material, approved by the ENGINEER.

20. TREE & SHRUB PLANTING

Trees and shrubs shall be planted in accordance with Section 815 of the MDOT Standard Specifications for Construction. Nursery stock shall conform to the standards shown in the American Standard for Nursery Stock (ANSI Z60.1-1996).

Watering and cultivating trees and shrubs during the establishment period shall be considered as incidental to the tree and shrub planting work unless a pay item for watering and cultivating has been included in the Bid Form.

21. MAILBOXES

Where mailbox post replacement is called for on the plans, new mailbox posts shall be

furnished and installed in accordance with Section 807 of the MDOT Standard Specifications for Construction and the plan details.

22. TRAFFIC SIGNS & POSTS

Placement of traffic signs and posts shall be done in accordance with the applicable Sections in 810 of the MDOT Standard Specification for Construction, the current edition of the Michigan Manual of Uniform Traffic Control Devices, and the plan details.

23. PERMANENT PAVEMENT STRIPING

Permanent pavement striping shall be placed in accordance with the plan details and Section 811 of the MDOT Standard Specifications for Construction.

24. DRAINAGE STRUCTURES,
CULVERTS, & DITCHES

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 incidental to the project.

25. PROGRESS OF FINAL
RESTORATION

If in the judgement of the OWNER, adequate site restoration efforts are not being expended, including but not limited to, roadway, driveway and drainage maintenance, removal of surplus materials, restoration of all signs, mail boxes and like items, 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.

End of Section

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GENERAL

A. PRICES AND MEASUREMENT:

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.

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.

B. INCIDENTAL ITEMS:

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.

C. PERMITS:

Any permit fees, bonds, and/or permit agency inspection costs will be the responsibility of the Contractor and shall not result in additional cost to the Owner. A list of permits required for this project is shown in the Supplemental Instructions to Bidders section.

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. 5%	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:

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

The pay item will state the maximum amount that can be bid. When the percentage of the original contract amount earned is less than 5 percent, 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.

TRAFFIC MAINTENANCE AND CONTROL

The completed work as measured for TRAFFIC MAINTENANCE AND CONTROL 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 lump sum price shall be payment in full for all labor, materials, and equipment necessary to furnish, install, and maintain all signs, cones, barricades, flagging, etc. as required by the Michigan Manual of Uniform Traffic Control Devices and the Supplemental Specifications. Removal of any temporary signs or other traffic control equipment upon completion of the project shall be considered as incidental to the traffic maintenance and control work.

CATCH BASIN/INLET FILTER

The completed work as measured for CATCH BASIN/INLET FILTER will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Erosion Control, Inlet Protection, Fabric Drop	each

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to furnish, install, and maintain catch basin or inlet filters in accordance with the plan notes and details. Maintenance work will include removal and replacement of filters as directed by the Engineer. Removal and disposal of the filters and accumulated sediment upon final completion of the project shall be considered as included in the work. The work shall also include removal of accumulated sediment from the ground surface and from the drainage structure sumps.

REMOVE CONCRETE CURB AND GUTTER

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

<u>Pay Item</u>	<u>Pay Unit</u>
Curb and Gutter, Rem	linear foot

Curb and Gutter, Rem shall be measured along the gutter line by linear foot.

The contract unit price shall be payment in full for all labor, materials and equipment required to sawcut, remove, and properly dispose of the concrete curb and gutter offsite.

REMOVE PAVEMENT

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

Pay Item
Pavt, Rem

Pay Unit
square yard

Pavt, Rem 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 pavement off site. The contract unit price shall apply to pavement of any thickness (both bituminous and concrete).

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):

Pay Item
Sidewalk, Rem

Pay Unit
square yard

Sidewalk, Rem 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.

STATION GRADING

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

Pay Item
Station Grading

Pay Unit
station

Station grading for sidewalk construction shall be measured along the centerline of sidewalk from end of sidewalk to end of sidewalk. Measurements will not be taken along crosswalk within streets. One station equals one hundred feet.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to perform all earthwork for construction of the sidewalk. The contract unit price shall include items such as removing topsoil and vegetation, excavating, grading, and compacting earth along the sidewalk route, stockpiling, sterilizing the subgrade, and finish grading. Furnishing, grading, and compacting suitable embankment material as well as removing excess or unsuitable material shall also be considered as part of the Station Grading work. In addition, root trimming, clearing, brushing, and removal of trees under 6 inches in diameter shall be considered as part of the work unless separate pay items have been included in the bid form.

HOT MIX ASPHALT (HMA) PAVEMENT

The completed work as measured for HOT MIX ASPHALT (HMA) PAVEMENT will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
HMA, 13A, Repair	tons

HMA pavement for road paving shall be measured in tons based upon certified weight delivery tickets.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to construct the HMA pavement in accordance with the plan details. Furnishing and applying bond coats, pavement compaction, and protection of the work shall all be considered as incidental to HMA pavement construction. For bike or safety path paving, the contract unit price shall also include the application of a suitable soil sterilant (Pramitol 25E, Pramitol 5PS or approved equal) on the Subgrade prior to paving. The application method and coverage rate shall be in accordance with the manufacturer's recommendations.

CONCRETE CURB & GUTTER

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

<u>Pay Item</u>	<u>Pay Unit</u>
Curb and Gutter, Conc, Det F3	linear foot

Curb and gutter shall be measured in place by linear foot. The length shall be measured along the gutter line from end of curb to end of curb. Curb endings and curb drops shall all be measured and paid for as the same Detail as the main line curb.

The contract price shall be payment in full for all labor, materials, and equipment necessary to construct the concrete curb and gutter in accordance with the plan details. Any excavation, subgrade compaction, backfilling behind the curb, disposal of excess materials, joints, curing compound, and placement of curb drops shall be considered as incidental to the curb and gutter construction.

DETECTABLE WARNING

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

<u>Pay Item</u>	<u>Pay Unit</u>
Detectable Warning Surface	foot

Detectable Warning Surface shall be paid in place by the linear foot. The length shall be measured along the center of the warning surface across the width of the sidewalk.

The contract unit price shall include all labor, material, and equipment necessary to install a two-foot wide detectable warning strip across the full width of the concrete ramp or as directed by the engineer. The

detectible warning strips shall be Armor-Tile or approved equal and shall be Brick Red (Federal Color No. 22144) in color. No painted/stamped concrete detectible warning strips shall be allowed. Ramps shall be constructed to full compliance of the ADA STANDARDS FOR ACCESSIBLE DESIGN as published in the Title III regulations (28 CFR Part 36, revised July 1, 1994) issued by the Department of Justice. The ADA Standards for Accessible Design are in Appendix A of the Title III Regulations.

CONCRETE SIDEWALK RAMP

The completed work as measured for CONCRETE SIDEWALK RAMP 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 Ramp, Conc, 6 inch	square foot

Concrete sidewalk ramps shall be measured in place and shall be paid for based upon the length and width measurements of the sidewalk ramp area as determined by the Engineer. The calculation will include the area to receive the detectable warning insert. The insert will be paid for separately as defined under Detectable Warning Surface Bid Item 8. The level landing will be paid for under Concrete Sidewalk, 4", and will not be considered for payment under this item.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to construct sidewalk ramp of the required thickness in accordance with the plan details. Furnishing, placing, and compacting a 4-inch thick sand base shall be considered as incidental to the sidewalk placement. Any necessary excavation, backfill, and disposal of excess materials shall also be considered as incidental to the sidewalk ramp construction.

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.

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 plan details. Furnishing, placing, and compacting a 4-inch thick sand base shall be considered as incidental to the sidewalk placement. Any necessary excavation, backfill, and disposal of excess materials shall also be considered as incidental to the sidewalk construction.

Ramps shall be constructed to full compliance of the Michigan Department of Transportation (MDOT) Sidewalk Ramp and Detectable Warning Details, R-28-J.

CONCRETE SIDEWALK RETAINING WALL

The completed work as measured for CONCRETE SIDEWALK RETAINING WALL 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 Retaining Wall, Integral, Less than 6 inch height	square foot
Sidewalk Retaining Wall, Integral, 6 inch to 18 inch height	square foot

Concrete sidewalk retaining wall shall be measured in place and shall be paid for based upon the square foot measurements of the sidewalk area as determined by the Engineer.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to construct the concrete sidewalk retaining wall in accordance with the plan details. Furnishing, placing, and compacting a 4-inch thick sand base shall be considered as incidental to the sidewalk retaining wall placement. Any excavation, subgrade compaction, backfilling behind the retaining wall, disposal of excess materials, joints, rebar and curing compound shall be considered as incidental to the retaining wall construction.

PAVEMENT MARKINGS

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

<u>Pay Item</u>	<u>Pay Unit</u>
Pavt Mrkg, Polyurea, 6 inch, Crosswalk	foot
Pavt Mrkg, Polyurea, 12 inch, Crosswalk	foot

Pavement striping shall be measured in place horizontally by linear foot. The length shall be measured along the painted segment from end to end of paint marks. Pavement marking symbols and legends shall be counted and paid for by each.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to furnish and install the pavement markings in accordance with the plan details and the manufacturer's instructions. All sweeping and preparatory work as well as traffic control and temporary protection of newly placed markings shall be considered as incidental to the pavement marking work. Removal of any temporary pavement markings shall also be considered as incidental unless the Bid Form already includes pay items for removing temporary markings.

REMOVE AND RESET SALVAGED SIGN

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

<u>Pay Item</u>	<u>Pay Unit</u>
Remove and Reset Salvaged Sign	each

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to remove and salvage the existing sign and post and then reset the existing sign and post in accordance with plan details. Any signs or posts that are damaged by the Contractor during the removal work shall be

replaced in kind by the Contractor at no additional cost to the Owner. Furnishing, placing and compacting suitable backfill in the old postholes shall be considered as included in the sign removing and resetting work. If more than one sign exists on a single post, then a separate payment shall apply for each sign that is reset.

ADJUST STRUCTURE

The completed work as measured for ADJUST STRUCTURE will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Drainage Structure, Adjust	each

The work of adjusting structures shall be paid for on a per structure basis and shall apply for any total amount of vertical change. The pay item for adjusting drainage/utility structures shall apply to existing storm manholes, catch basins, inlets, and gate wells. The adjust structure pay item shall not apply to new structures since final adjustment in this case is included in the contract unit price of the new structure.

The contract unit price shall be payment in full for all labor, material, and equipment necessary to adjust structures in accordance with the plan details so that the castings will match the new finished pavement or landscape surface grades. Excavation, backfill, cleaning the existing casting and disposal of excess or unsuitable materials shall all be considered as included as part of the adjustment work.

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>
Surface Restoration	square yard

Surface Restoration shall be measured in place by square yard and shall be based upon the average length and width measurements of the restored area as determined by the Engineer. Areas disturbed during construction shall be replaced in kind. The Contractor should be aware that this item may increase, or decrease, or be zero depending upon field conditions.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to furnish and place 2" of topsoil, seed, and mulch as called for on the plans and specifications. Application of mulch anchoring shall be considered as included in the placement of the surface restoration. Watering until vigorous turf growth is established shall be considered included.

MISCELLANEOUS RESTORATION ITEMS

Restoration of miscellaneous items such as, but not limited to, street signs, traffic signs, shrubbery and other ornamental landscape items which are damaged, removed, or destroyed by the Contractor in the course of the work shall be repaired or replaced by the Contractor 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.

FINAL CLEAN UP

Final clean up of the job shall be considered as incidental. Items in this category include removal of debris and litter from the site, removal of surplus materials, sweeping, repair of any damages, and clean out of drainage structures located within the work area.

Surface Restoration shall commence immediately upon completion of final grading or as MDOT seasonal limitations dictate.

EASEMENT CONDITIONS

The Contractor shall be required to review and comply with easement conditions that are shown on the plans or contract documents. Compliance with easement conditions shall be considered as incidental to the overall project cost.

RELOCATE OR BRACE UTILITY POLES AND GUY WIRES

The cost of relocating or bracing utility poles and guy wires, including all labor, materials, machinery and equipment, shall be considered incidental to the project and no extra payment shall be made for such work.

WATER VALVE BOX ADJUSTMENT

Adjustment of water valve boxes, if required, shall be considered as incidental to the project cost. The Contractor shall furnish all labor, materials, tools and equipment required to adjust boxes from the existing elevation to the finished elevations.

PRIVATE UTILITY ADJUSTMENT

Adjustment and/or relocation of private utility structures such as gas valves, structure covers, riser boxes, etc. shall be considered as incidental to the project. The Contractor shall furnish all labor, materials, tools, and equipment required to adjust private utility structures to the finished elevations. If private utility structures are to be adjusted and/or relocated by their respective owners, then the Contractor shall be responsible for coordinating this work with the private utility owner as incidental to the project.

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1. GENERAL

These Supplemental Specifications are supplements to the General Conditions and General Specifications. Where conflicts exist between the aforementioned Contract Documents, the conditions in the Supplemental Specifications shall govern.

2. LOCATION OF PROJECT

The project site is located in the City of Ypsilanti, Michigan. Preliminary locations are identified in Appendix B. The final target project areas will be supplied to the contractor prior to contract execution. Work may be required outside of the target area each year.

3. SCOPE OF PROJECT

The work to be done under this Contract includes the furnishing of all materials, equipment, and labor necessary to construct the proposed sidewalk as well as all necessary earthwork, cleaning and restoration in accordance with the plans and specifications.

4. CONSTRUCTION STANDARDS

It is the intention of these specifications to construct all work in accordance with applicable requirements of the City, Washtenaw County, the Michigan Department of Environmental Quality, the Michigan Department of Transportation, and the ADA STANDARDS FOR ACCESSIBLE DESIGN As published in the Title III regulations (28 CFR Part 36, revised July 1, 1994) issued by the Department of Justice, and the plans referenced herein. Where there is a conflict between any of the aforementioned specifications and the permit requirements of the agency controlling the respective utility or rights-of-way, the more restrictive shall govern.

5. PROGRESS MEETINGS

During the life of the project progress meetings may be held to discuss the project status, potential construction problems, the schedule, and other items that may impact the progress of the work. This meeting shall be attended by the CONTRACTOR, any subcontractors whose work is in progress or will be started in the two weeks following the progress meeting, the ENGINEER and the OWNER. The date, place, and time of the first progress meeting will be set at the preconstruction meeting.

6. INCIDENTAL CONTRACT ITEMS

All items of work noted on the plans or in the specifications that are not specifically noted in the Bid Form as a pay item shall be considered incidental to the construction of the project and shall be constructed at no extra cost to the OWNER.

7. PROJECT COORDINATION WITH OWNER & 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.

The CONTRACTOR shall coordinate his construction with all such projects that may be ongoing in the vicinity.

Also, where the CONTRACTOR's work affects the operation of the OWNER's utilities, the CONTRACTOR shall be responsible for coordinating his work with the OWNER. The CONTRACTOR shall give at least 72 hours 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 Contract Unit Prices will be allowed on account of delay or failure of others to complete work scheduled.

8. MINIMUM WAGE REQUIREMENTS

The OWNER has specific minimum wage requirements that can be found on page SIB-1.

9. FEDERAL REQUIREMENTS

This project is not Federally funded.

10. FAIR EMPLOYMENT PRACTICES ACT

The CONTRACTOR agrees that neither he nor his subcontractors will discriminate against any employee or applicant for employment. The CONTRACTOR shall not discriminate with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin or ancestry, nor shall age or sex be a condition of employment except where based upon an occupational qualification. Breach of these covenants may be regarded as a material breach of this Contract.

11. OBSERVATION OF CONSTRUCTION

All construction operations will require full time observation by the OWNER's representative. The CONTRACTOR must notify the ENGINEER at least three (3) working days (72 hours) prior to construction and no work shall be performed without the ENGINEER's presence or awareness. Contact the Construction Staffing Coordinator at (734) 522-6711 to schedule observation.

12. HOURS OF WORK

Work may be performed during the hours of 7 a.m. to 7 p.m., Monday through Friday only. Work at other times may be performed only by written permission of the OWNER.

13. TESTING & SAMPLING

The CONTRACTOR shall furnish all samples of materials necessary for tests as determined by the ENGINEER or the Construction Observer. All samples taken for analysis and tests shall be taken in such a manner as to be truly representative of the entire lot under test. The CONTRACTOR shall furnish such assistance and facilities as the ENGINEER may require for collecting, storing or curing samples. Where materials tests are to be performed by the manufacturer, the certificates of approval shall be submitted to the ENGINEER. The cost of all such testing by manufacturers shall be incidental to the project. Additional required tests on materials in place shall be made at the expense of the OWNER, unless otherwise stipulated.

The OWNER's Agent shall arrange for and furnish testing services as provided by an acceptable independent laboratory as part of this Contract. These services shall be as follows, in addition to the testing requirements noted in the General Conditions:

All concrete shall be slump and air tested, with cylinders taken (as noted above) in compliance with the current MDOT Standard Specifications for Construction.

There may be areas with uncompacted fill material or organic materials; as a result, all areas within the influence of proposed pavement shall be proof rolled as a minimum, to the satisfaction of the ENGINEER. Some testing may be required.

All aggregate base and pavement shall be tested for compaction. A reputable firm, approved by the ENGINEER shall extensively test all such areas with a nuclear densimeter. In addition, all utility crossings and the areas immediately adjacent to any structures in the pavement shall be specifically tested. Areas which fail shall be compacted further and retested. Failure to

pass a second test shall be reason to undercut and refill the area, as directed by the ENGINEER, with careful attention to compaction.

14. STAKING

When necessary, the ENGINEER will provide construction staking. The staking shall consist of horizontal and/or vertical control staking for the sidewalk construction. The CONTRACTOR is responsible for providing a written request for staking to the ENGINEER at least seventy-two (72) hours in advance of starting work. Staking requests should be faxed to the attention of the OHM Survey Department at (734) 522-6427. The CONTRACTOR shall carefully preserve all stakes set by the ENGINEER. In the case of willful or careless destruction, the ENGINEER shall provide the restaking and the CONTRACTOR shall be charged with the resulting expense and shall be responsible for delays and errors caused by unnecessary loss or disturbance of the stakes. The expense for restaking will be entered as a deduction on pay estimates and the resulting amount retained by the OWNER for payment of restaking.

15. TRAFFIC MAINTENANCE & CONTROL

A. General

During the course of construction, provisions must be made to maintain access for emergency vehicles at all times. Where possible and when directed by the ENGINEER, all streets must be left open to traffic at the end of each working day. Traffic maintenance and control as defined in this section shall be considered as included in the unit bid prices or lump sum bid prices that are given in the Bid Form.

All work for maintaining traffic and control shall be in accordance with Section 812 of the 2012 MDOT Standard Specifications for Construction and the current edition of the Michigan Manual of Uniform Traffic Control Devices, (MMUTCD). The Contractor shall also comply with work zone sign requirements as described in Public Act 315 of 2003.

The CONTRACTOR shall conduct his operations and use of equipment in such a manner that traffic will be maintained throughout the entire length of the project. When conditions are such as to warrant variations from this requirement, the procedure to be followed shall be approved by the ENGINEER prior to such procedure being put into effect.

The CONTRACTOR shall furnish, erect and maintain all barricades, signs and lights as required according to the current edition of the MMUTCD. Flagmen shall also be provided by the CONTRACTOR as necessary to protect the vehicular and pedestrian traffic and the work within the work zone areas. CONTRACTOR shall be responsible for notifying concerned parties such as Police, Fire, and school officials if a road closure and/or detour will be in effect. The CONTRACTOR shall notify the same parties when the road has been reopened.

Once work on a particular utility is begun, the CONTRACTOR must continue his work to completion. The OWNER will not permit random movements of work operations among the project area that tend to confuse traffic patterns.

B. Provision for Local Traffic

During the progress of the work, the CONTRACTOR shall accommodate both local vehicular and pedestrian traffic along the roads.

Access to all residences and businesses shall be maintained except as noted on the plans or as directed by the ENGINEER.

The CONTRACTOR's truck and equipment operations on public streets shall be governed by all local traffic ordinances and regulations of the Fire and Police Departments, the OWNER, the Ypsilanti Community Utilities Authority, the Ypsilanti Housing Commission, Washtenaw County, and Michigan Department of Transportation.

C. Existing Warning and Regulatory Signs

Wherever possible, all existing signs on this project are to be preserved and maintained as incidental to the project.

Where it is not possible to preserve existing traffic control signs and street name signs, they shall be removed, temporarily reset and maintained by the CONTRACTOR. Upon completion of the project, the CONTRACTOR will reset traffic control signs and street name signs in the proper position.

In cases where new signs are called for, they shall be placed in accordance with the requirements outlined elsewhere in the Contract Documents.

Any new or existing signs damaged by the CONTRACTOR shall be replaced in kind by him at no additional cost to the OWNER.

D. Lane Closures and Detours

Any lane closures or detours shall be approved by the OWNER and the appropriate governing agency, and shall meet their specifications and standards as well as those of the MMUTCD. Where there are conflicts, the more restrictive requirement shall apply. If any type of closure is to occur during twilight or darkness, proper lighting will be required.

E. Construction Signs and Barricades

Warning signs and barricade configurations shall meet the requirements of the City of Ypsilanti, Ypsilanti Community Utilities Authority, and the Michigan Department of Transportation.

The CONTRACTOR shall not begin any operation on the project until all required signs and barricades have been set.

All signs to be used during twilight or darkness shall be reflectorized, in good condition, with two continuous flashing lights.

The construction site shall at all times be maintained and left in a clean, neat, and safe condition, including any construction signing.

After working hours, signs that are not appropriate shall be covered and/or removed so that motorists will not be confused. The CONTRACTOR shall also remove and replace or cover (where practical) existing traffic signs that may conflict with the proposed construction.

16. LOAD RESTRICTIONS ON LOCAL STREETS

The CONTRACTOR shall not operate heavy trucks or equipment on any side street within the project area without permission from ENGINEER, the OWNER or appropriate governing agency.

17. UTILITIES

For protection of underground utilities, the CONTRACTOR shall contact "Miss Dig" at 1-800-482-7171 a minimum of three (3) working days prior to excavating. This does not relieve the CONTRACTOR of the responsibility of notifying utility owners who may not be part of the "Miss Dig" alert system.

Utility relocation work is not expected to be necessary for this project.

Work stoppages by employees of utility companies or any occurrence which results in a delay in utility relocations on this project may be considered as a basis for a claim for an extension of the time of completion, but will not be considered as a basis for a claim for extra compensation or an adjustment in Contract Unit Prices. The amount of any such time extension will be based upon the amount of delay actually experienced as a result of the utility relocation delay.

18. EMERGENCY REPAIR

When the CONTRACTOR is not actively performing work on a particular construction site, situations of an emergency nature may arise as a result of uncompleted work. Such situations may affect, directly or indirectly, public and/or private property, and may ultimately affect the health, safety, and welfare of individuals or the general public. The intent of this article is to provide a procedure to eliminate these problems as they occur. While these problem situations can and do readily develop as emergencies, the ENGINEER shall direct field-related operations and require immediate efforts by the CONTRACTOR to remedy the deficiency in a method of his choosing because of his expertise in the field, time being of the essence. The correction of the "emergency" which may arise when no activity exists on the construction site shall be handled in the following manner:

- A. The ENGINEER shall observe the site, take any necessary photographs and/or prepare any necessary sketches of conditions at the site to determine that the situation constitutes an emergency.
- B. The ENGINEER then has three alternative sources of manpower and equipment to be selected to remedy the emergency situation in the following order:
 1. The CONTRACTOR under Contract with the OWNER to perform all work on the site location in question;
 2. The OWNER's Department of Public Works or YCUA

3. An independent CONTRACTOR designated by the OWNER.

Since the nature and extent of most unfinished work on a particular construction site is well known by both the ENGINEER's authorized agent and the CONTRACTOR at the time of declaring such an "emergency situation" as set forth herein before; the CONTRACTOR under Contract to the OWNER for the particular project would be the first party notified and would be expected to respond immediately with necessary manpower and equipment to remedy the problem.

If a reasonable time to respond to the emergency notification is not evident, in the best judgment of the ENGINEER, then the CONTRACTOR shall be judged to have waived his rights to physically correct the problem, but not his obligations to pay for such a physical correction or damages resulting there from. The ENGINEER shall then contact the OWNER's DPW or YCUA for their assistance in correcting the "emergency situation". Where existing commitments by the DPW or YCUA prohibit their immediate response to the request by the ENGINEER, the ENGINEER shall finally direct that corrective measures be performed by the independent contractor previously contacted by the OWNER to perform such emergency work when so directed.

Since the cost for all remedial work undertaken by the CONTRACTOR on this project shall be borne by the CONTRACTOR and it is necessary to engage the services of the DPW or YCUA or an independent contractor, then all costs incurred would be deducted from monies due and payable to the CONTRACTOR on the particular project as set forth on any ensuing regular job estimates.

Typical costs which will be deducted from Contract monies due would be:

- A. Payroll wages
- B. Material bills
- C. Equipment rental (Ann Arbor area rates) and moving costs
- D. 15% profit and overhead for independent contractor
- E. 10% administrative costs
- F. Observation costs

19. USE OF WATER

CONTRACTOR shall not make a connection to any fire hydrant without first obtaining the necessary permit (meter) from Ypsilanti Community Utilities Authority. The CONTRACTOR shall be charged for all water used. Contact Scott Westover at YCUA for more information at 734-484-4600.

20. ASPHALT AND PAVEMENT CONSTRUCTION

Asphalt and concrete pavements shall be constructed in accordance with the 2012 MDOT Standard Specifications for Construction unless otherwise indicated in the Supplemental Specifications, Appendix, plan notes, or plan details.

21. MAIL/NEWSPAPER BOXES

The CONTRACTOR shall remove mailboxes that may conflict with the new construction and replace to their original location in accordance with requirements of the U.S. Post Office. Any mailbox or post not indicated on the plans for removal or replacement that is damaged by the CONTRACTOR's operations shall be replaced in kind by the CONTRACTOR at no additional charge to the OWNER. If temporary street closures or construction activities occur which prohibit delivery of mail by the postal department, then alternate provisions for mail delivery shall be provided by the CONTRACTOR and approved by the OWNER, also at no additional charge to the OWNER.

22. ACCOMODATIONS FOR ACCESS DURING CONSTRUCTION

The CONTRACTOR shall provide for accessible access during construction to the extent possible. Concrete removed shall be replaced the same day unless prior authorization is received from the ENGINEER. Asphalt replacement, where required, shall be completed within 24 hours of the placement of the concrete curb and gutter.

23. INSURANCE SPECIFICATION MODIFICATIONS

Insurance Specifications, Items 2.3.2, Paragraph B:

In addition to the City of Ypsilanti (OWNER) and Orchard, Hiltz & McCliment, Inc. (ENGINEER), the following shall be covered under the OWNER's Protective Liability Policy:

1. Ypsilanti Community Utilities Authority (YCUA)
2. YCUA Board of Commissioners, jointly and individually
3. All of YCUA Employees, Agents and Consultants, individually
4. City of Ypsilanti
5. Ypsilanti City Council, jointly and individually
6. City of Ypsilanti Housing Commission

24. GENERAL SPECIFICATION MODIFICATIONS

Page GS-1, item 3, Soil Erosion and Sedimentation Control, should read as follows:

The CONTRACTOR shall comply with the requirements of the Soil Erosion and Sedimentation Control Act of the State of Michigan, Part 91 of Act 451 of the Public Acts of

1994 and with all the requirements, rules and standards of the official enforcing agent for the project location.

Page GS-4, item 15, Cleanliness of the Work Site and Streets, add the following paragraph to the end of the section:

“The CONTRACTOR shall perform all roadway and driveway maintenance operations, including but not necessarily limited to aggregate placement and grading throughout during the duration of the Contract and at times as directed by the ENGINEER.” The CONTRACTOR shall specifically perform these operations before noon on Fridays in preparation for the weekend and before noon on Mondays.

Page GS-4, item 16, Dust Control, add the following after the third sentence of the first paragraph:

“At a minimum, dust control materials shall be applied by no later than noon on Mondays and Fridays during the duration of the Contract and at other times as directed by the ENGINEER.”

Page GS-6, item 20, Water, the third paragraph should read: Existing public water systems shall be operated by the CONTRACTOR. All valves shall be operated exclusively by the CONTRACTOR’s personnel.

Operation of valves by CONTRACTOR only in presence and direction of OHM and/or YCUA. 48 hours notice shall be given to OHM of all intended shut downs.

25. TECHNICAL SPECIFICATION MODIFICATIONS

Modify EARTHWORK as follows:

Page EA-2, item 4, part b, BACKFILL, Granular Backfill, delete the reference to “MDOT Specification for Granular Material Class II or III” and replace it with “MDOT Specification for Granular Material Class II.” Delete the second paragraph in its entirety.

Page EA-2, item 4, part b, BACKFILL, Granular Backfill, delete “in the opinion of the ENGINEER”

Page EA-6, item 23, part a, BACKFILLING, General, delete the reference to “MDOT Specification for Granular Material Class III” and replace it with “MDOT Specification for Granular Material Class II.”

Modify RESTORATION as follows:

Page R-2, Item 7, TOPSOIL, delete the existing paragraph and replace with

Topsoil shall be fertile, friable, without admixture of subsoil. Topsoil is to be free of glass, stones greater than one inch in any dimension, roots, sticks, weeds, undesirable grasses and other extraneous materials. Topsoil is to consist of 40% minimum silt, 6% minimum organics, and 10% maximum clay content. Topsoil is to be final screened thru a 5/8 inch maximum mesh screen prior to delivery to site. The ENGINEER shall review source and

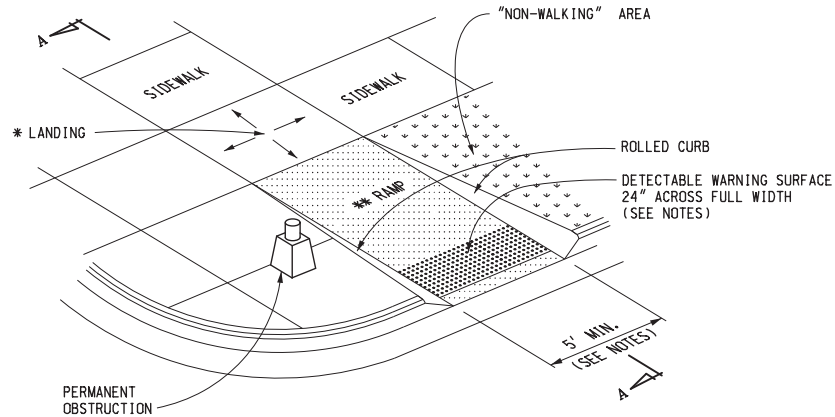
final screen results prior to release of the topsoil. The CONTRACTOR shall submit a certified analysis of the topsoil from each source to the ENGINEER for approval prior to delivery.

Appendix A: MDOT Standard Plan R-28-J

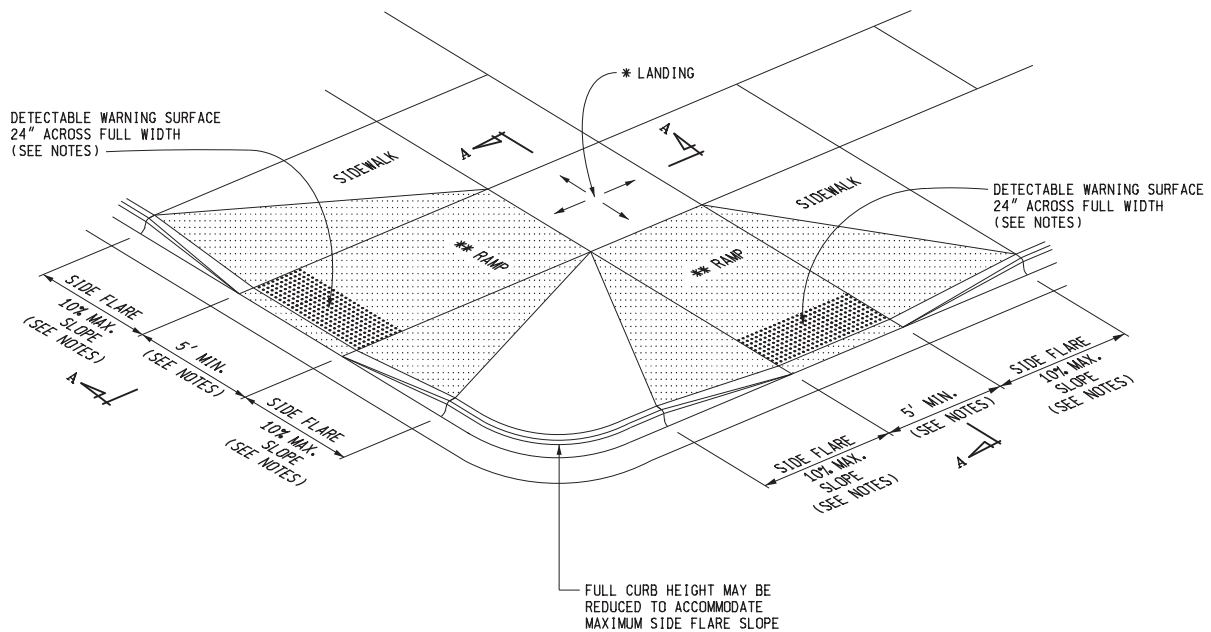
Appendix A:
MDOT Standard Plan R-28-J

* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

** MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



SIDEWALK RAMP TYPE R
(ROLLED SIDES)



SIDEWALK RAMP TYPE F
(FLARED SIDES, TWO RAMPS SHOWN)



PREPARED
BY
DESIGN DIVISION
DRAWN BY: B.L.T.
CHECKED BY: W.K.P.

DEPARTMENT DIRECTOR
Kirk T. Steudle

APPROVED BY: _____
DIRECTOR, BUREAU OF FIELD SERVICES

APPROVED BY: _____
DIRECTOR, BUREAU OF DEVELOPMENT

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

SIDEWALK RAMP AND DETECTABLE WARNING DETAILS

F.H.W.A. APPROVAL

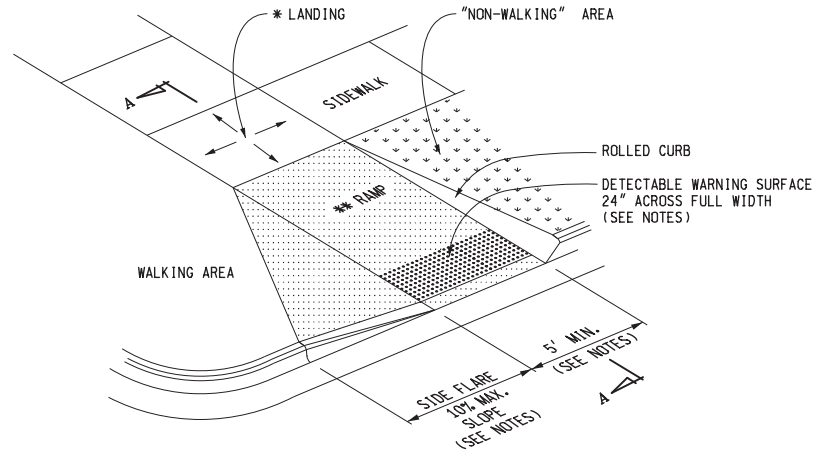
3-15-2016
PLAN DATE

R-28-J

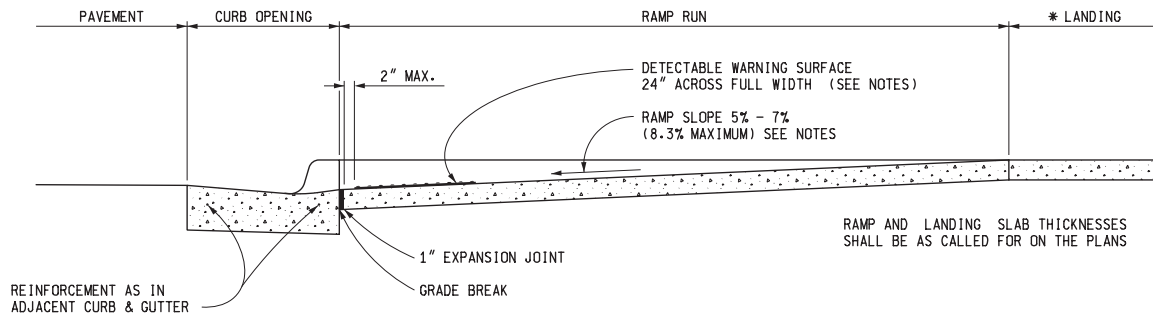
SHEET
1 OF 7

* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

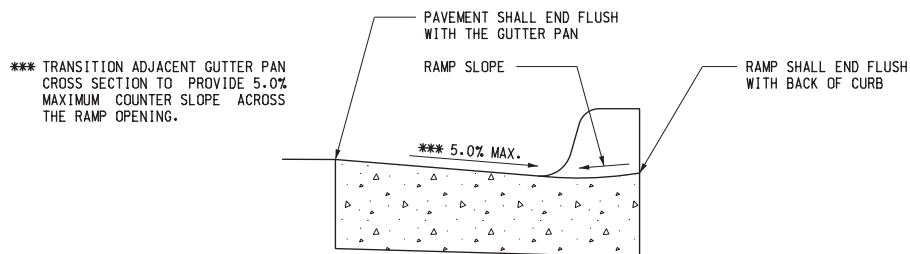
** MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



SIDEWALK RAMP TYPE RF
(ROLLED / FLARED SIDES)



SECTION A-A



SECTION THROUGH CURB OPENING
(TYPICAL ALL RAMP TYPES)

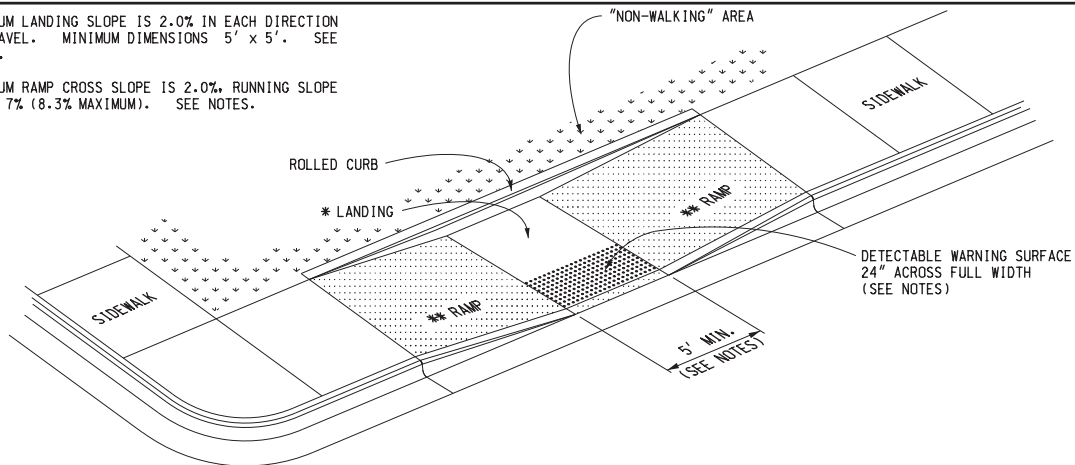
MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

**SIDEWALK RAMP AND
DETECTABLE WARNING DETAILS**

F.H.W.A. APPROVAL	3-15-2016 PLAN DATE	R-28-J	SHEET 2 OF 7
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* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

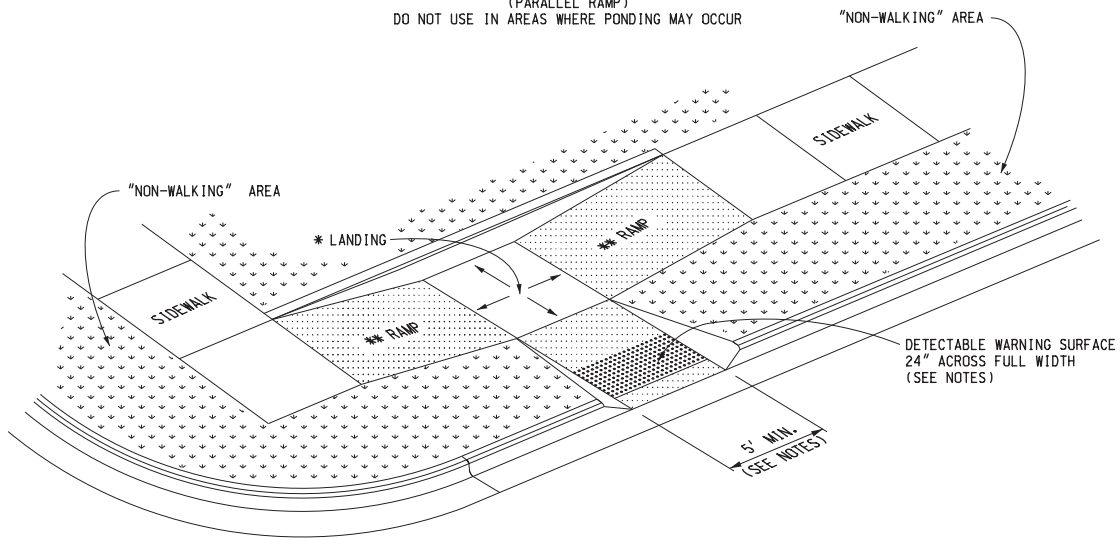
** MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



SIDEWALK RAMP TYPE P

(PARALLEL RAMP)

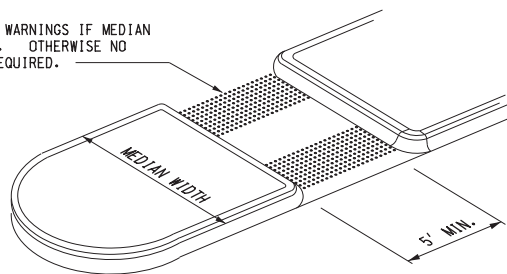
DO NOT USE IN AREAS WHERE PONDING MAY OCCUR



SIDEWALK RAMP TYPE C

(COMBINATION RAMP)

USE 24" DEEP DETECTABLE WARNINGS IF MEDIAN WIDTH IS AT LEAST 6'-0". OTHERWISE NO DETECTABLE WARNING IS REQUIRED.



SIDEWALK RAMP TYPE M

(MEDIAN ISLAND)

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F.H.W.A. APPROVAL

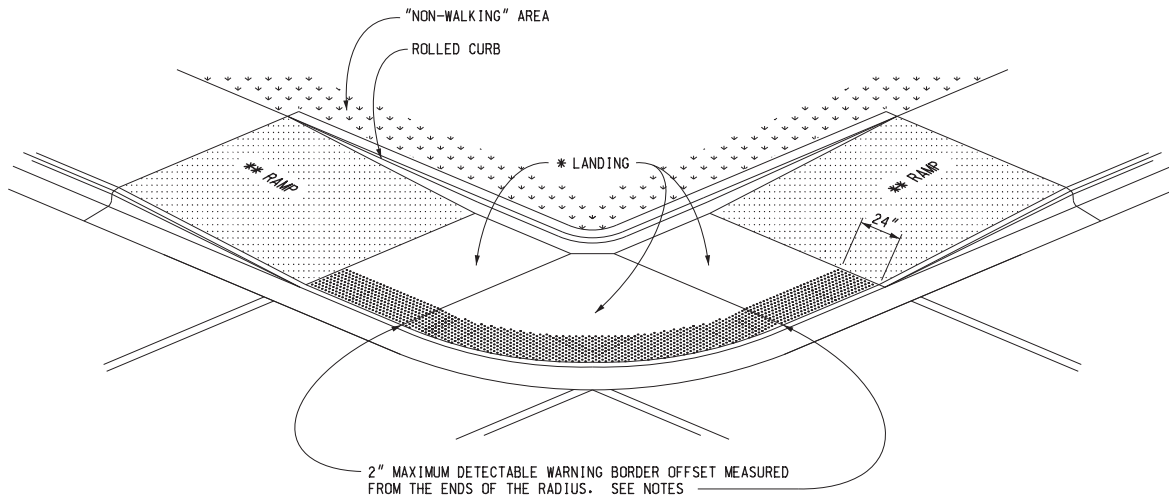
3-15-2016
PLAN DATE

R-28-J

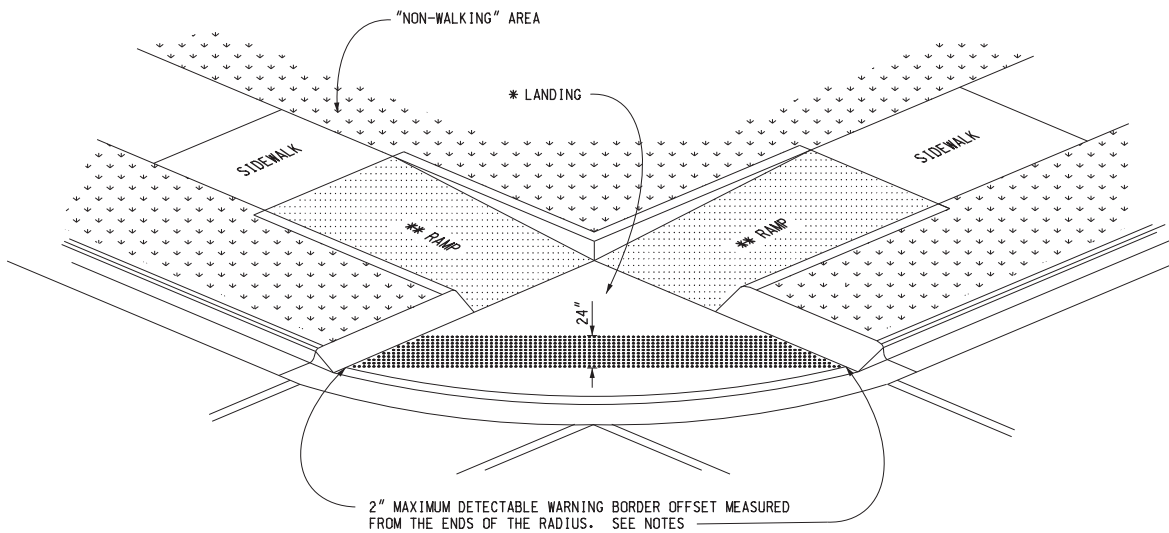
SHEET
3 OF 7

* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

** MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



(RADIAL DETECTABLE WARNING SHOWN)



(TANGENT DETECTABLE WARNING SHOWN)

SIDEWALK RAMP TYPE D

(DEPRESSED CORNER)

USE ONLY WHEN INDEPENDENT DIRECTIONAL RAMPS CAN NOT BE CONSTRUCTED FOR EACH CROSSING DIRECTION

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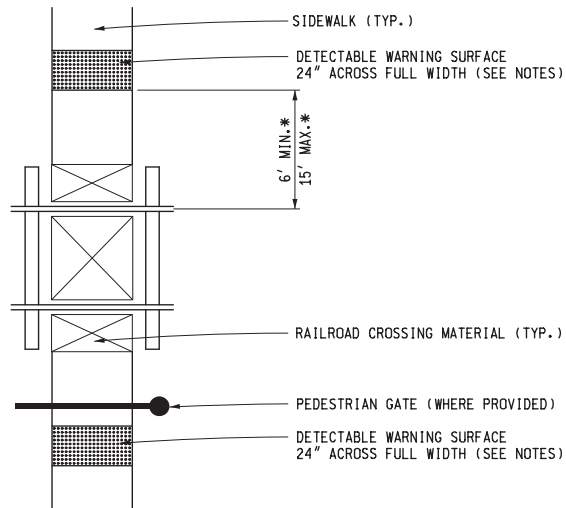
F.H.W.A. APPROVAL

3-15-2016
PLAN DATE

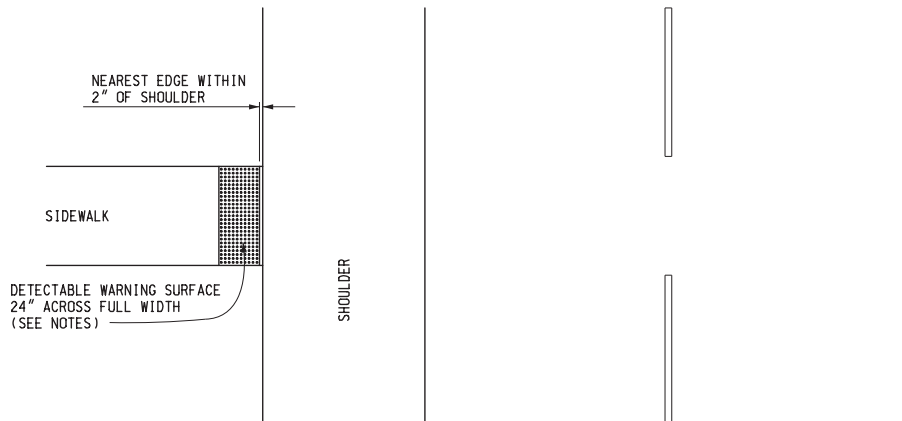
R-28-J

SHEET
4 OF 7

* THE DETECTABLE WARNING SURFACE SHALL BE LOCATED SO THAT THE EDGE NEAREST THE RAIL CROSSING IS 6' MINIMUM AND 15' MAXIMUM FROM THE CENTERLINE OF THE NEAREST RAIL. DO NOT PLACE DETECTABLE WARNING ON RAILROAD CROSSING MATERIAL.

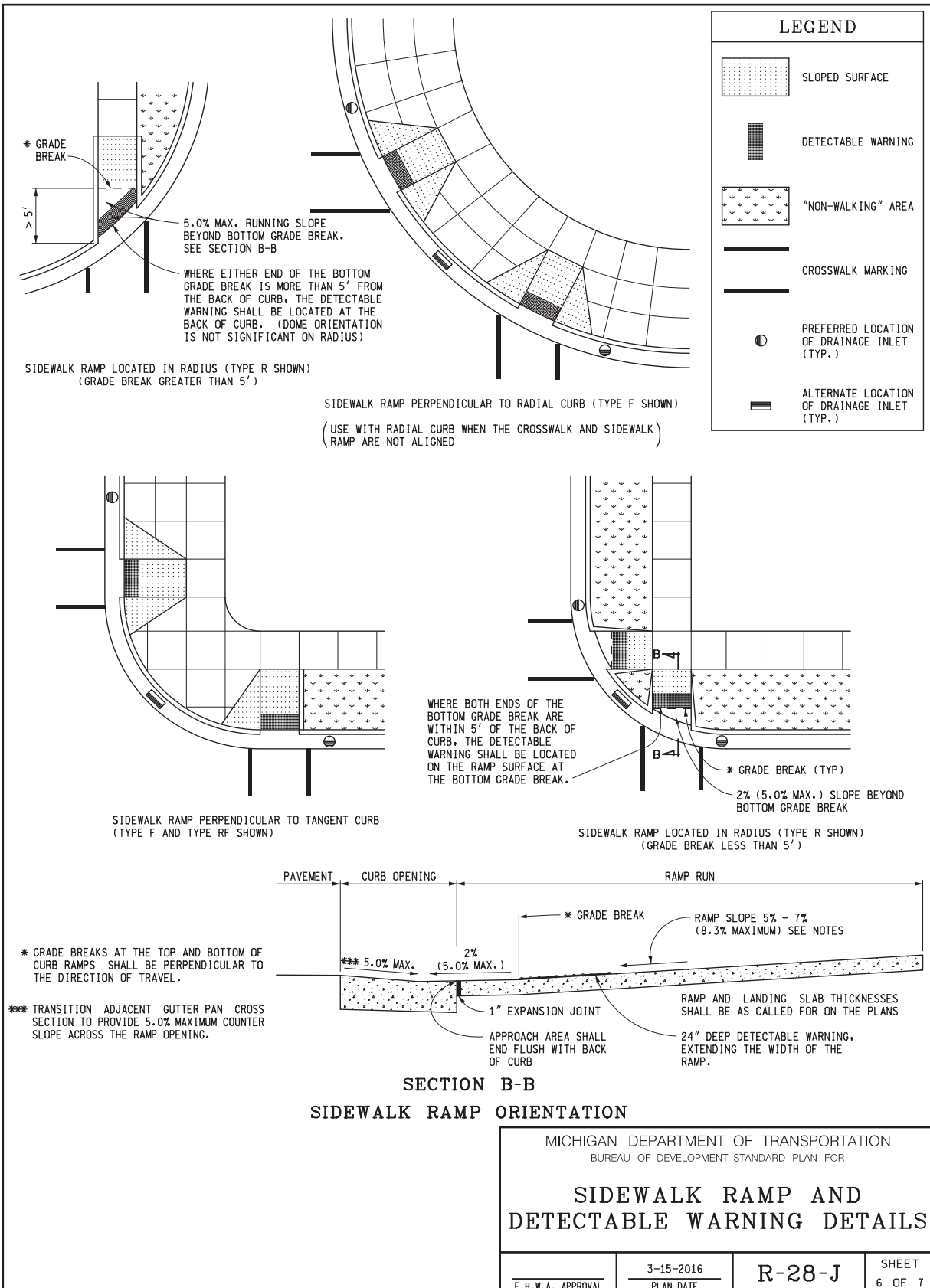


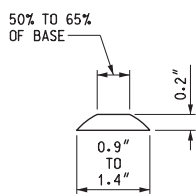
DETECTABLE WARNING AT RAILROAD CROSSING



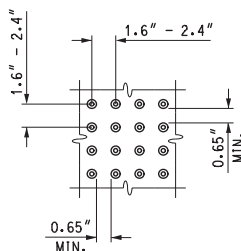
DETECTABLE WARNING AT FLUSH SHOULDER OR ROADWAY

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN FOR			
SIDEWALK RAMP AND DETECTABLE WARNING DETAILS			
F.H.W.A. APPROVAL	3-15-2016 PLAN DATE	R-28-J	SHEET 5 OF 7

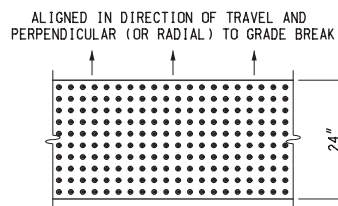




DOME SECTION



DOME SPACING



DOME ALIGNMENT

DETECTABLE WARNING DETAILS

NOTES:

DETAILS SPECIFIED ON THIS PLAN APPLY TO ALL CONSTRUCTION, RECONSTRUCTION, OR ALTERATION OF STREETS, CURBS, OR SIDEWALKS IN THE PUBLIC RIGHT OF WAY.

SIDEWALK RAMPS ARE TO BE LOCATED AS SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

RAMPS SHALL BE PROVIDED AT ALL CORNERS OF AN INTERSECTION WHERE THERE IS EXISTING OR PROPOSED SIDEWALK AND CURB. RAMPS SHALL ALSO BE PROVIDED AT MARKED AND/OR SIGNALIZED MID-BLOCK CROSSINGS.

SURFACE TEXTURE OF THE RAMP SHALL BE THAT OBTAINED BY A COARSE BROOMING, TRANSVERSE TO THE RUNNING SLOPE.

SIDEWALK SHALL BE RAMPED WHERE THE DRIVEWAY CURB IS EXTENDED ACROSS THE WALK.

CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON THE RAMP. WHERE CONDITIONS PERMIT, IT IS DESIRABLE THAT THE SLOPE OF THE RAMP BE IN ONLY ONE DIRECTION, PARALLEL TO THE DIRECTION OF TRAVEL.

RAMP WIDTH SHALL BE INCREASED, IF NECESSARY, TO ACCOMMODATE SIDEWALK SNOW REMOVAL EQUIPMENT NORMALLY USED BY THE MUNICIPALITY.

WHEN 5' MINIMUM WIDTHS ARE NOT FEASIBLE, RAMP WIDTH MAY BE REDUCED TO NOT LESS THAN 4' AND LANDINGS TO NOT LESS THAN 4' x 4'.

DETECTABLE WARNING SURFACE COVERAGE IS 24" MINIMUM IN THE DIRECTION OF RAMP/PATH TRAVEL AND THE FULL WIDTH OF THE RAMP/PATH OPENING EXCLUDING CURBED OR FLARED CURB TRANSITION AREAS. A BORDER OFFSET NOT GREATER THAN 2" MEASURED ALONG THE EDGES OF THE DETECTABLE WARNING IS ALLOWABLE. FOR RADIAL CURB THE OFFSET IS MEASURED FROM THE ENDS OF THE RADIUS.

FOR NEW ROADWAY CONSTRUCTION, THE RAMP CROSS SLOPE MAY NOT EXCEED 2.0%. FOR ALTERATIONS TO EXISTING ROADWAYS, THE CROSS SLOPE MAY BE TRANSITIONED TO MEET AN EXISTING ROADWAY GRADE. THE CROSS SLOPE TRANSITION SHALL BE APPLIED UNIFORMLY OVER THE FULL LENGTH OF THE RAMP.

THE MAXIMUM RUNNING SLOPE OF 8.3% IS RELATIVE TO A FLAT (0%) REFERENCE. HOWEVER, IT SHALL NOT REQUIRE ANY RAMP OR SERIES OF RAMPS TO EXCEED 15 FEET IN LENGTH.

DRAINAGE STRUCTURES SHOULD NOT BE PLACED IN LINE WITH RAMPS. THE LOCATION OF THE RAMP SHOULD TAKE PRECEDENCE OVER THE LOCATION OF THE DRAINAGE STRUCTURE. WHERE EXISTING DRAINAGE STRUCTURES ARE LOCATED IN THE RAMP PATH OF TRAVEL, USE A MANUFACTURER'S ADA COMPLIANT GRATE. OPENINGS SHALL NOT BE GREATER THAN 1/2". ELONGATED OPENINGS SHALL BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE DOMINANT DIRECTION OF TRAVEL.

TRANSITION THE GUTTER PAN CROSS SECTION SUCH THAT THE COUNTER SLOPE IN THE DIRECTION OF RAMP TRAVEL IS NOT GREATER THAN 5.0%. MAINTAIN THE NORMAL GUTTER PAN CROSS SECTION ACROSS DRAINAGE STRUCTURES.

THE TOP OF THE JOINT FILLER FOR ALL RAMP TYPES SHALL BE FLUSH WITH THE ADJACENT CONCRETE.

CROSSWALK AND STOP LINE MARKINGS, IF USED, SHALL BE SO LOCATED AS TO STOP TRAFFIC SHORT OF RAMP CROSSINGS. SPECIFIC DETAILS FOR MARKING APPLICATIONS ARE GIVEN IN THE "MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES".

FLARED SIDES WITH A SLOPE OF 10% MAXIMUM, MEASURED ALONG THE ROADSIDE CURB LINE, SHALL BE PROVIDED WHERE AN UNOBSTRUCTED CIRCULATION PATH LATERALLY CROSSES THE SIDEWALK RAMP. FLARED SIDES ARE NOT REQUIRED WHERE THE RAMP IS BORDERED BY LANDSCAPING, UNPAVED SURFACE OR PERMANENT FIXED OBJECTS. WHERE THEY ARE NOT REQUIRED, FLARED SIDES CAN BE CONSIDERED IN ORDER TO AVOID SHARP CURB RETURNS AT RAMP OPENINGS.

DETECTABLE WARNING PLATES MUST BE INSTALLED USING FABRICATED OR FIELD CUT UNITS CAST AND/OR ANCHORED IN THE PAVEMENT TO RESIST SHIFTING OR HEAVING.

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

SIDEWALK RAMP AND DETECTABLE WARNING DETAILS

F.H.W.A. APPROVAL

3-15-2016
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Appendix B: Ramp Concept Design

Armstrong Dr. @ Hilyard Robinson Way – Northeast Corner – 1 Ramp

Armstrong Dr. @ Hilyard Robinson Way – Southeast Corner – 2 Ramp

Armstrong Dr. @ Hilyard Robinson Way – Southwest Corner – 1 Ramp

Hilyard Robinson Way/ Armstrong Crosswalk

Map for estimate

Legend



Ypsilanti Housing Commission

ard Robinson Way

Armstrong Dr

Armstrong Ct

SIDEWALK CONSTRUCTION
PLAN WITH GRADING TO BE
PROVIDED

Google Earth

© 2018 Google



100 ft









Appendix C: Grading Permit

GRADING PERMIT

In consideration of the construction of sidewalk corner ramps in the City of Ypsilanti, according to the requirements set forth by the Americans with Disabilities Act (ADA), the undersigned hereby give permission to the City of Ypsilanti, or any contractor hired thereby for grading this property being in the _____¹/₄ Section____, T. 3 S., R. 7 E. City of Ypsilanti, Washtenaw County, Michigan.

The purpose of this temporary grading permit is to allow the construction of sidewalk corner ramps and sidewalk in accordance with the American with Disabilities Act (ADA) requirements. This grading permit allows restoring any disturbed property during construction and does not cause a change in the property lines.

Tax Parcel No. _____

- A. A Temporary Grading Permit approximately _____ feet x _____ feet, located along the frontage of said parcel in the _____¹/₄ of Section 13, T. 3 S., R. 7 E., City of Ypsilanti, Washtenaw County, Michigan.
- B. Corner ramp and sidewalk improvements, regrading and restoration of disturbed areas.
- C. Additional Conditions:
 - (1) The permissive rights set forth herein shall start as of the date the contractor commences work on the above project and shall terminate on the date that the contractor completes the above project (not to exceed two years).
 - (2) The work described above shall be constructed in a first class, workmanlike manner, and in accordance with applicable City, State and County standards, and upon completion, City of Ypsilanti shall have no further responsibilities, therefore.

This instrument contains the entire permit agreement. No further promises have been made except as shown herein.

WITNESSES:

GRANTOR:

Appendix D: City of Ypsilanti Contract Addendum

ADDENDUM TO AGREEMENT FOR SERVICES

This Addendum shall be a part of a certain Agreement between the CITY OF YPSILANTI, a Michigan municipal home-rule corporation of One South Huron Street, Ypsilanti, Michigan 48197 referred to as "CITY", and _____, of _____, Michigan, referred to as "CONTRACTOR", a _____. (sole proprietor, corporation, partnership, etc.).

1. This Addendum is an addition and amendment to the primary Contract between the parties. In an event of a conflict between the language of this Addendum and the primary Contract, the language and terms of this Addendum shall take precedence.

2. Standard of Performance. The CONTRACTOR shall perform the Contract faithfully and diligently and perform the services in a competent, professional, satisfactory and proper manner and during the Contract term or extensions thereof, use every best effort and endeavor to promote the interests of the CITY and devote such time, attention, skill, knowledge and ability as is necessary to most effectively and efficiently carry out and perform the Contract.

3. The parties understand and agree that the CITY may terminate this Contract at any time with or without notice. In such event the CONTRACTOR will be compensated for work already completed

4. This Contract is to be performed in Washtenaw County, Michigan, and all legal venue shall exclusively lie therein.

5. The parties agree that time is of the essence in the performance of this Contract by the CONTRACTOR.

6. Each provision of this Contract shall be separately enforceable and in the event that a court of competent jurisdiction determines or adjudges that any provision of this Contract is invalid or illegal, such decision shall not affect the rest of the Contract which shall remain in full force and effect.

7. This Agreement shall be governed by and construed in accordance with the laws of Michigan.

8. Independent Contractor. The relationship of the CONTRACTOR to the CITY is and shall continue to be that of an independent contractor and no liability or benefits such as worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

9. Waiver of Liability. The CONTRACTOR hereby waives any claim against the CITY and agrees not to hold the CITY liable for any personal injury or damage incurred by

it, its employees or associates on this project which is not held by a court of competent jurisdiction to be directly attributable to the sole and/or gross negligence or malicious intentional conduct of any employee of the CITY acting within the scope of their employment. It further agrees to hold the CITY harmless from any such claim by its employees or associates.

10. For the purpose of the hold harmless, indemnity, and insurance provisions contained in this Contract, the term "CITY" shall be deemed to include the City of Ypsilanti and all other associated, affiliated, allied or subsidiary entities, or commissions, officers, agents, representatives and employees.

11. The following Indemnification Agreement shall be, and is hereby, a provision of the Contract and shall be endorsed on the reverse sides of all certificates of insurance:

"The CONTRACTOR agrees to protect, defend, indemnify and hold the CITY and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copy right (or application for any thereof) or any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent."

12. Insurance.

a. The CONTRACTOR prior to commencing work shall provide at his own cost and expense the following insurance to the CITY in insurance companies licensed and/or approved in the State of Michigan, which insurance shall be evidenced by certificates and/or policies as determined by the CITY. All policies and certificates of insurance shall be approved by the Department of City Manager of the CITY prior to the inception of any work.

b. Each certificate or policy shall require that, thirty days prior to cancellation or material change in the policies, notice thereof shall be given to the CITY by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the CONTRACTOR and identify the contract number.

c. All property losses shall be made payable to and adjusted with the CITY.

d. In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State in which the work is performed and shall have a financial rating not lower than XI and a policyholder's service rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Certificates of insurance shall note A.M. Best's Rating. Companies with ratings lower than B+:XI will be acceptable only upon written consent of the CITY.

e. All policies and certificates of insurance of the CONTRACTOR shall contain the following clauses:

(1) The clause "other insurance provision" in a policy in which the CITY is named as an insured, shall not apply to the CITY.

(2) The insurance companies issuing the policy or policies shall have no recourse against the CITY (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(3) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the CONTRACTOR.

(4) The CITY (at its option) shall be listed as an Additional Named Insured on the following insurance coverages provided by the CONTRACTOR.

YES ____	NO ____	1)	Comprehensive General Liability
YES ____	NO ____	2)	Automobile Liability
YES ____	NO ____	3)	Owners Contractors Protective Liability

f. The CONTRACTOR shall maintain at its own expense during the term of this Contract the following insurance:

(1) Worker's Compensation insurance with Michigan statutory limits and employers' liability insurance with minimum limits of \$500,000 each accident.

(2) General Liability insurance with a minimum limit of liability per occurrence of \$1 Million Combined Single Limit (Bodily Injury/Property Damage), with no aggregate.

This insurance shall indicate on the Certificate of Insurance the following coverages:

- (a) Premises - Operations
- (b) Independent Contractor and Subcontractors
- (c) Products and Completed Operations
- (d) Broad Form Contractual
- (e) Broad Form Liability Endorsement

(3) Automobile Liability insurance with minimum limits of liability, per occurrence, of \$1 Million Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated in the "Special Conditions" of the Contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (a) Owned automobiles

- (b) Hired automobiles
- (c) Non-owned automobiles

(4) Protective Liability Insurance: Owners and Contractors. The CONTRACTOR shall provide the original and duplicate policy of insurance to the City Manager. This insurance contract shall name the CITY as the insured and remain in effect until the contract is accepted by the CITY.

The insurance shall provide minimum limits of liability per occurrence of \$500,000. Combined Single Limit. Said insurance shall provide that the term "Owner" or CITY shall be deemed to include all authorities, boards, bureaus, commissions, divisions, departments, districts and offices of the CITY and the individual members, employees and agents thereof in their official capacities.

(5) Construction Insurance: The CONTRACTOR at his own cost and expense shall provide and maintain the applicable construction insurance until the Contract is accepted by the CITY and/or its designee. This coverage shall be written for 100% of the completed value covering the CITY as the insured, with a deductible of not more than \$1,000. The CONTRACTOR shall provide the original and duplicate policy to the CITY (unless the CITY shall accept, in lieu thereof, all contained endorsements including all applicable provisions and coverages).

(6) Professional Services. CONTRACTOR shall provide professional liabilities (errors and omissions) insurance, with minimum limits of \$1 Million each occurrence.

(7) Disability Benefits: The CONTRACTOR shall provide proof of compliance with the Disability Benefits Law. (If applicable).

(8) Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.

g. If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to the CONTRACTOR will be withheld until those requirements have been met, or at the option of the CITY the CITY may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.

h. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

i. If at any time any of the foregoing policies shall be or become unsatisfactory to the CITY to form or substance, or if a company insuring any such policy shall be or become unsatisfactory to the CITY, the CONTRACTOR shall upon notice to that effect from the CITY promptly obtain a new policy, submit the same to the City Manager for approval and submit a certificate thereof as herein provided. Upon failure of the CONTRACTOR to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the CITY may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the CONTRACTOR from any liability under the Contract, nor shall the insurance requirements be construed to

conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification.

j. Certificate of Insurance; required language. The Certificate of Insurance obtained by the CONTRACTOR shall contain the following language: "The City of Ypsilanti, Michigan, its elected officials, officers, employees, boards, commission, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget, including the City of Ypsilanti, are named as additional insured, and such coverage shall be considered to be the primary coverage rather than any policies and insurance or self insurance retention owned or maintained by the City of Ypsilanti."

13. Conflict of Interest. The CONTRACTOR covenants that the CONTRACTOR (individually, or if a corporation, trust, limited liability company or partnership, "the entity") nor any officer, principal, partner, agent or employee of the entity has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in the manner or degree of performance with the Contract. Further that if any such conflict of interest develops and exists during the term of the contract that the CONTRACTOR shall, within 7 days of the existence of such conflict of interest, notify the CITY in writing of the existence and nature of the said conflict of interest.

14. Contingent Fees. The CONTRACTOR warrants it has not employed or retained any company or person other than bonafide employees working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company, or person, other than a bonafide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of making this Contract. For breach or violation of this warranty, the CITY shall have the right to annul the Contract without liability or, at its discretion, to deduct from the fees due the CONTRACTOR, or otherwise, recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

15. The CONTRACTOR further agrees to perform this Contract in accord with all federal, state and local laws and will not discriminate against, or give preferential treatment to, any person based on the person's actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, age, marital status, disability status, gender expression, familial status, education association, height, weight, or other criteria which is not relevant to the particular job. Breach of this provision may be regarded as material breach of the Agreement.

16. The CONTRACTOR further agrees not to discriminate against any employee or applicant for employment based on a person's actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, age, marital status, disability status, gender expression, familial status, education association, height, or weight (except insofar as it relates to a bonafide or occupational qualification reasonably necessary to the normal operation of the business). Breach of this provision may be regarded as material breach of the Agreement.

17. Permits. The CONTRACTOR shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work. In particular, he shall secure and bear the cost of shutting off and turning on public services of every nature which may be required by his operations. Where such discontinuance of service affects consumers, due and sufficient notice shall be served upon those so affected.

18. Improvement of Real Property or Performing Management Construction Services. In the event the contract provides for improvement of real property or performing management construction services as provided in MCLA 125.1591, the following provisions apply:

(A) A contract between CONTRACTOR and the CITY for an improvement as provided above shall contain the following provisions:

(a) That if a CONTRACTOR discovers one or both of the following physical conditions of the surface or subsurface at the improvement site, before disturbing the physical condition, the contractor shall promptly notify the CITY of the physical condition in writing:

(i) A subsurface or a latent physical condition at the site is differing materially from those indicated in the improvement contract.

(ii) An unknown physical condition at the site is of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the improvement contract.

(b) That if the CITY receives a notice under subdivision (A), the CITY shall promptly investigate the physical condition.

(c) That if the CITY determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the contract, the CITY's determination shall be made in writing and an equitable adjustment shall be made and the contract modified in writing accordingly.

(d) That the CONTRACTOR cannot make a claim for additional costs or time because of a physical condition unless the CONTRACTOR has complied with the notice requirements of subdivision (A). The CITY may extend the time required for notice under subdivision (A).

(e) The CONTRACTOR cannot make a claim for an adjustment under the contract after the CONTRACTOR has received the final payment under the contract.

(B) If the CONTRACTOR does not agree with the CITY's determination, with the CITY's consent the CONTRACTOR may complete performance on the contract.

(C) At the option of the CITY, the CONTRACTOR and the CITY shall arbitrate the CONTRACTOR's entitlement to recover the actual increase in contract time and costs incurred because of the physical condition of the improvement site. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and judgment rendered may be entered in any court having jurisdiction.

19. American's With Disabilities Act Compliance. If this contract alters or resurfaces any streets, intersections, sidewalks, or curb ramps, CONTRACTOR shall

ensure that each portion of the project, to the maximum extent feasible, shall be altered in such manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities. Each project shall comply with the American's With Disabilities Act requirements, including 28 C.F.R. §§ 35.151(b),(c),(e)(1), and (e)(2) and 28 C.F.R. Part 36, App. A, the ADAAG.

Note: The City of Ypsilanti has chosen to follow the ADAAG standards rather than the UFAS standards. See United States Department of Justice ADA Title II Technical Assistance Manual, Section II-6.2100)

As used in this Section, the term "resurface" shall have the definition given by the United States Department of Justice Title II Technical Assistance Manual § II-6.6000 "Resurfacing beyond normal maintenance is an alteration. Merely filling potholes is considered to be normal maintenance."

As used in this Section, the term "to the maximum extent feasible" shall have the meaning set forth at 28 C.F.R. § 36.402(c).

As used in this Section, the term "readily accessible to and usable by persons with disabilities" shall have the meaning set forth at Section II-6.1000 of the US Department of Justice ADA Title II Technical Assistance Manual, and set forth at 28 CFR Appendix B Section 36.401.

20. Prevailing Wage. If the Contract is in amount in excess of \$25,000, all craftsmen, mechanics, and laborers (not including persons employed directly by the CITY) employed directly upon the site of the work shall receive at least the prevailing wages and fringe benefits of the building trades department for the corresponding classes of craftsmen, mechanics, and laborers, as determined and published by the Davis-Bacon division of the United States Department of Labor for the greater Ypsilanti Area. All subcontracts entered into by the CONTRACTOR for services or work under this Contract shall contain the provisions as set forth in this paragraph. CONTRACTOR and all subcontractors engaged in the performance of services or work under the Contract shall furnish proof, at the request of and satisfactory to the CITY, that the provisions of this paragraph are being complied with.

21. Living Wage.

A. (1) If this contract involves \$10,000, or more, Living Wages shall be paid according to the Ypsilanti Living Wage Ordinance (The Ordinance), being Chapter 2, Article VI, Division 4 of the City Code; and

(2) Suitable notices shall be posted in the work place; and

(3) Evidence of compliance including payroll records shall be provided to the Ypsilanti Personnel Department within 10 days of written request from the Ypsilanti Personnel Department.

B. In the event of violation of the provisions of The Ordinance or this contract this contract may be modified or terminated to comply with the provisions of The Ordinance, including withholding of moneys in amount equal to Living Wages not paid in accordance with The Ordinance and the City may also take action to recover the amount of the contract provided to any person found to have violated The Ordinance.

C. Any employee shall have a separate cause of action to enforce the provisions of this contract and The Ordinance and any rights conferred under The

Ordinance, in law and or equity, and any court of competent jurisdiction upon proper proof and the prevailing of the employee in such action, shall award actual damages, wage restitution, interest and actual attorney fees.

D. The City shall have the right to enforce this contract and The Ordinance in law or equity by court process including specific performance.

22. Minimum Wage.

A. (1) The CONTRACTOR must pay minimum wages to all employees according to the Minimum Wage Ordinance (The Ordinance), being Chapter 2, Article III, Division 3 of the City Code.

(2) The CONTRACTOR must post suitable notices in the work place.

(3) The CONTRACTOR must provide evidence of compliance, including payroll records, to the Ypsilanti Personnel Department within 10 days of written request from the Ypsilanti Personnel Department.

B. In the event of violation of the provisions of The Ordinance or this contract this contract may be modified or terminated to comply with the provisions of The Ordinance, including withholding of moneys in amount equal to Minimum Wages not paid in accordance with The Ordinance and the City may also take action to recover the amount of the contract provided to any person found to have violated The Ordinance.

C. Any employee shall have a separate cause of action to enforce the provisions of this contract and The Ordinance and any rights conferred under The Ordinance, in law and or equity, and any court of competent jurisdiction upon proper proof and the prevailing of the employee in such action, shall award actual damages, wage restitution, interest and actual attorney fees.

D. The City shall have the right to enforce this contract and The Ordinance in law or equity by court process including specific performance.

23. Not in Default to City. The CONTRACTOR hereby certifies that the CONTRACTOR is not in default to the CITY, and that there are no unpaid taxes, real or personal, owed to the CITY by the CONTRACTOR, and the CONTRACTOR has no other unfulfilled obligations to the CITY and is in compliance with all Ypsilanti City codes and ordinances. The parties understand that a breach of this provision is a material breach of the contract.

24. Except in amounts less than \$20 million, CONTRACTOR certifies that it, its successor, its parent company, or any of its subsidiaries or subunits does not engage in the practice of committing or contributing funds or property, extending credit, or contract for goods or services to develop petroleum resources, natural gas resources, or nuclear power in Iran.

25. Equal Employment Opportunity. If this Contract is funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office

of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

26. Copeland "Anti-Kickback" Act. If this Contract in excess of \$2000 for construction or repair, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

27. Davis-Bacon Act. If this is a construction contract of more than \$2,000, or otherwise required by Federal program legislation, CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week.

28. Contract Work Hours and Safety Standards Act. If this is a construction contract in excess of \$2000 or contract that involves the employment of mechanics or laborer in excess of \$2500, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).

29. Rights to Inventions Made Under a Contract or Agreement. If this is a contract for the performance of experimental, developmental, or research work, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR agrees to rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

30. Clean Air Act and the Federal Water Pollution Control Act. If this is a contract in excess of \$100,000, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

31. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If this is a contact above \$100,000, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR certifies that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 and further agrees to disclosure of any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

32. The Contract and its attachments, and this Addendum, are the sole Contract and Agreement between the parties. Any changes, additions or deletions shall not be effective or actionable unless they are in writing signed by the parties.

IN WITNESS WHEREOF, the undersigned have set their hands this ____ day of _____, 20____.

CONTRACTOR

CITY OF YPSILANTI

BY: _____
Print:
Its:

BY: _____
Frances McMullan
City Manager

APPROVED AS TO FORM:

JOHN M. BARR P-10475
Ypsilanti City Attorney

Appendix E: City of Ypsilanti Affirmative Action Ordinance

Sec. 2-316. - Definitions.

The following words, terms and phrases when used in this division shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Affirmative action means all of the various methods and procedures by which equal opportunity to employment without regard to race, national origin, religion, sex, sexual orientation, age or marital status may be legally effectuated.

Age means chronological age.

Contractor means:

- (1) A person who, by contract, furnishes services, materials or supplies.
- (2) Contractor does not include persons who are merely creditors or debtors of the city, such as those holding the city's notes or bonds or persons whose notes, bonds or stock are held by the city.
- (3) Provisions of this division shall not apply to persons who are sole proprietors of their business and who have no employees. Contracts for amounts not exceeding \$2,000.00 shall also be exempt from this division.

Discriminate means to make a decision, offer to make a decision or refrain from making a decision based in whole or in part on the race, national origin, religion, sex, sexual orientation, age or marital status of another person or that person's relatives or associates.

Marital status means the state of being married, unmarried, divorced or widowed.

Minority means a person who is black, a Native American or a Spanish American or Spanish-surnamed American or an Asian.

Minority business enterprise means a business enterprise of which more than 50 percent of the voting shares or interest in the business is owned, controlled and operated by individuals who are members of a minority, or who are women, and with respect to which more than 50 percent of the net profit or loss attributable to the business accrues to shareholders who are members of a minority or women.

Religion means all aspects of religious observance and practices as well as beliefs unless an employer demonstrates that he is unable to reasonably accommodate an employee's or a prospective employee's religious observance or a practice without undue hardship on the conduct of the employer's business.

Sexual orientation means male or female homosexuality, heterosexuality or bisexuality, by preference or practice.

(Code 1983, § 1.271)

Cross reference— Definitions generally, § 1-2.

Sec. 2-317. - Compliance program.

The city shall establish a program of contract compliance, whereby good faith efforts of prospective contractors and contractors to provide affirmative action are monitored.

(Code 1983, § 1.272)

Sec. 2-318. - Compliance officer; rules.

The city manager shall appoint a contract compliance officer. The contract compliance officer or his designee shall establish rules, regulations, or guidelines, that may be necessary to implement contract compliance.

(Code 1983, § 1.273)

Sec. 2-319. - Approval of contractors.

All contractors proposing to do business with the city, except those specifically exempt by regulations promulgated by the city manager, shall receive approval from the contract compliance officer prior to entering into a contract with the city.

(Code 1983, § 1.274)

Sec. 2-320. - Employment opportunity.

Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment in the manner which provides equal employment opportunity and tends to eliminate inequity based upon race, national origin, religion, sex, sexual orientation, age or marital status.

(Code 1983, § 1.275)

Sec. 2-321. - Contractor's agreement.

During the performance of a contract, the contractor agrees as follows: The contractor will not discriminate against any employee or applicant for employment because of race, national origin, religion, sex, sexual orientation, age or marital status. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, national origin, religion, sex, sexual orientation, age or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause per Presidential Executive Order Number 11246, Sub/Part B(i).

(Code 1983, § 1.276)

Sec. 2-322. - Information.

- (a) Each prospective contractor shall submit to the city, data showing current total employment by occupational category, sex and minority. The contractor will provide upon request and in a timely manner, all information the contract compliance officer deems necessary for evaluation of affirmative action, including providing access to all books, records and accounts pertaining to the contractor's employment practices.
- (b) If upon review of the aforementioned information, the contract compliance officer concludes that the prospective contractor's work force reasonably reflects the proportions of minorities and females in the labor force within the Ann Arbor—Ypsilanti standard metropolitan statistical area, such contractor will be deemed to have fulfilled the city's requirement for equal employment opportunity and will be considered an eligible bidder on city contracts.
- (c) Subsection (b) of this section shall not apply to any contract for which the contract compliance officer or his designee makes the determination that such provision cannot be fulfilled by minority business enterprises or minority group members or females located within a reasonable trade area determined in relation to the nature of work or services to be provided.
- (d) If, however, the contract compliance officer concludes that the prospective contractor's work force is deficient in representation of minorities and females compared to their proportional representation in the labor force of Ypsilanti—Ann Arbor standard metropolitan statistical area, the contractor will not

be deemed to have fulfilled the city's equal employment opportunity requirement and considered an ineligible bidder unless:

- (1) The contractor assures that ten percent of the total prime contract amount will be expended on services or supplies from minority business enterprises;
- (2) The contractor assures that ten percent of the total prime contract amount will be expended on services or supplies from persons employing at least 50 percent minorities, and that the contractor provides documentary evidence of such minority employment; or
- (3) The contractor agrees to work with the contract compliance officer to:
 - a. Set affirmative action goals, for each job category or division of the work force used in the completion of the work;
 - b. Provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
 - c. Permit the contract compliance officer access to all books, records and documents pertaining to its employment practices for the purpose of determining compliance with the affirmative action agreements.

The contract compliance officer will make a determination of reasonable progress in this direction using establishment criteria.

(Code 1983, § 1.277)

Sec. 2-323. - Compliance monitoring.

The contract compliance officer shall monitor the compliance of each contractor based upon the affirmative action agreement provisions of each contract. For instances of noncompliance, the contract compliance officer shall develop procedures and regulations which provide the contractor with notice of noncompliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.

(Code 1983, § 1.278)

Sec. 2-324. - Contract provisions.

- (a) The city's contract shall provide further that breach of obligation to take affirmative action shall be a material breach of the contract for which the city shall be entitled, at its option, to do any or all of the following:
 - (1) To cancel, terminate or suspend the contract in whole or part or refuse to make any required periodic payments or both;
 - (2) Declare the contractor ineligible for the award of any future contracts with the city for a specified length of time;
 - (3) To recover liquidated damages of a specific sum, such sum to be that percentage of the labor expenditures for the time period involved which would have accrued to minority group members had the affirmative obligation not been breached;
 - (4) Impose for each day of noncompliance, liquidated damages of a specified sum, based upon the following schedule:

Contract Amount	Assessed Damages Per Day of

	Noncompliance
\$5,000.00—\$24,999.00	\$ 25.00
\$25,000.00—\$99,999.00	50.00
\$100,000.00—\$199,999.00	100.00
\$200,000.00—\$499,999.00	150.00
\$500,000.00—\$1,499,999.00	200.00
\$1,500,000.00—\$2,999,999.00	250.00
\$3,000,000.00—\$4,999,999.00	300.00
\$5,000,000.00 and above	500.00

- (b) In addition, the contractor shall be liable for any costs or expenses beyond the contract incurred by the city in obtaining from the other sources the work and services to be rendered or performed or goods or properties to be furnished or delivered to the city under this contract.

(Code 1983, § 1.279)

Sec. 2-325. - Initiation of prosecution for violation.

Prosecution for violation of this division may be initiated by complaint of the affected person or by the contract compliance officer on the basis of an investigation by that person.

(Code 1983, § 1.280)

Sec. 2-326. - Annual contract compliance report.

An annual contract compliance report shall be prepared and presented to city council by the first study session in July of each year, except for special reports requested by city council.

(Code 1983, § 1.281)

Sec. 2-327. - Local employees.

Contractors shall make good faith efforts to employ local persons so as to enhance the local economy.

(Code 1983, § 1.282)

Sec. 2-328. - Additional remedies.

Nothing contained in this division shall be deemed or construed to be substitute for or to abolish or impair existing, other or future legal remedies of the city or its officers or agencies, including criminal prosecutions under this or any other ordinance of the city or the laws of the state, even though such remedies may not be specifically enumerated or mentioned herein.

(Code 1983, § 1.283)

Sec. 2-329. - Penalties.

Where no specific penalty is provided for violation of any provision of this division, any person who shall violate any provision of this division shall be guilty of a misdemeanor and shall upon conviction be punished as provided in section 1-15.

(Code 1983, § 1.284)

Secs. 2-330—2-345. - Reserved.



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ron Akers
DATE: September 15, 2020
SUBJECT: Small Cell Wireless Application 2020-003

DESCRIPTION:

Small Cell Wireless Application 2020-003

SUMMARY:

In late 2018 the State of Michigan adopted the "Small Wireless Communication Facilities Deployment Act" which was intended to accelerate and encourage deployment of small wireless infrastructure in the public right of way. This law provided a framework for which municipalities have to review these facilities within the public right of way and provided specific guidelines that both the municipalities and the small cell wireless providers needed to follow.

In response to this and interest from small cell wireless providers, City Council has adopted an Ordinance which regulate Small Cell Wireless Facilities in the City in response to changes in state law and the use of these facilities in the expansion of 5G wireless technology. The Ordinance works within the framework of the state statute and takes several factors into consideration when evaluating these facilities.

Verizon Wireless has submitted several sites to be located within the City of Ypsilanti and each of these sites has been reviewed based on the criteria of the Small Cell Wireless Ordinance. The location of the proposed sites are as follows:

1. 1807 Witmere
2. 326 Jarvis
3. 1205 Cornell
4. 1724 W. Cross
5. 1000 Huron River Drive

These proposed locations are all within the City owned Right of Way and plans have been reviewed by Department of Public Services staff for compliance with the Small Cell Wireless Ordinance.

RECOMMENDED ACTION:

Based on our review of the criteria in the Small Cell Wireless Ordinance Staff is recommending approval for these locations.

ATTACHMENTS: Application, plans.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 200-198
September 15, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the State of Michigan adopted the "Small Wireless Communication Facilities Deployment Act" in late 2018 which required municipalities to allow small cell wireless facilities within public right of way; and,

WHEREAS, the City of Ypsilanti adopted an ordinance to regulate small cell wireless facilities within the constraints of this law; and,

WHEREAS, Verizon Wireless has submitted an application; and,

WHEREAS, City staff has reviewed the plans and application and has found that the plans are consistent with the requirements of city ordinances;

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti approves small cell wireless application 2020-003 subject to review by the City Attorney.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 15 day of September 2020

#Resolution No. 200-198

SMALL CELL ACT PERMIT APPLICATION FORM

city of Ypsilanti (Authority)

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
SMALL CELL WIRELESS PROVIDERS
UNDER
SMALL WIRELESS COMMUNICATIONS FACILITIES DEPLOYMENT ACT**

**2018 PA 365
MCL SECTIONS 460.1301 TO 460.1339**

BY

**Cellco Partnership d/b/a Verizon Wireless
("APPLICANT")**

Where to File: Applicants should file copies as follows:

- Three (3) paper copies (one of which shall be marked and designated as the master copy) with the Clerk at [insert address].
- One copy by email to the City Clerk at 1 South Huron Street, Ypsilanti, MI 48197

City of Ypsilanti

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS**

**By
Cellco Partnership d/b/a Verizon Wireless
("APPLICANT")**

This is an application pursuant to Small Wireless Communications Facilities Deployment Act, 2018 PA 365 ((The "Small Cell Act") for access to and ongoing usage of the public right-of-way, or "ROW" which means the area on, below, or above a public roadway, highway, street, alley, bridge, sidewalk, or utility easement dedicated for compatible uses in the Municipality for one or more Small Cell Wireless Facilities. Public right-of-way does not include any of the

following: (i) A private right-of-way; (ii) A limited access highway; or (iii) Land owned or controlled by a railroad as defined in section 109 of the railroad code of 1993, 1993 PA 354, MCL 462.109.

Following receipt of an application, the Small Cell Act allows 25 days for a determination by the authority (municipality) that the application is complete, or not. The Act further provides 60-120 days for an authority to approve or deny access from the date a provider files an application for a permit for access to a public right-of-way." This application must be accompanied by a one-time application fee of \$200 in the event applicant intends to use an existing utility pole or, \$300 in the event the applicant intends to use a new or replacement of an existing pole, regardless of what entity actually replaces the pole. A bond of \$1000 per site is also required at the time of permitting.

1 GENERAL INFORMATION:

1.1 Date: 1/13/2020

1.2 Applicant's legal name: **Cellco Partnership d/b/a Verizon Wireless**

Mailing Address: **One Verizon Way
Mailstop 4AW100
Basking Ridge, NJ 07920**

Telephone Number: 866-860-4404

FaxNumber:NA

Corporate website:

Name and title of Applicant's local manager (and if different) contact person regarding this application: **David Haslinger/Stan Wojciechowski**

Mailing Address: **Verizon Wireless
24242 Northwestern Hwy
Southfield MI 48075**

Telephone Number: 248-915-3568
Fax Number: 248-915-3598
E-mail Address: david.haslinger@verizonwireless.com

1.3 Type of Entity: (Check one of the following)

☐	Corporation	
☒	General	Partnership
☐	Limited	Partnership
☐	Limited	Liability Company
☐	Individual	
☐	Other, please describe:	

1.4 Assumed name for doing business, if any: **NA**

1.5 Description of Entity: **Telecommunications**

1.5.1 Jurisdiction of incorporation/formation; **Delaware**

1.5.2 Date of incorporation/formation; **October 4th 1994**

1.5.3 If a subsidiary, name of ultimate parent company; **NA**

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities). **Caroline Armour, Senior Vice President and CFO**

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information. **NA General Partnerships do not register with the State of MI**

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: **NO**

1.8 In the past three (3) years, has Applicant had a permit to install Small Cell Facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes **No**

If "yes," please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; or

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide personal wireless cellular services?

Circle: Yes

☒ No

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 Please provide a copy of any and all licenses or permits held by the applicant to provide personal wireless services. [If Applicant provides a license to provide wireless service, no financial information needs to be supplied.] Whether privately or publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

1.10.1 If privately held, and if Municipality requests the information within 25 days of the date of this Application, the Applicant and the Municipality shall make arrangements for the Municipality to review the financial statements and obtain copies of those records necessary to support the financial ability of applicant to carry out the permit requested in a reasonable and timely fashion.

If no financial statements are provided, please explain and provide particulars.

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide wireless services in this Municipality, County and State. If no authorizations are applicable, please explain. **Business License**

2.2 Describe in plain English how Municipality should describe to the public the wireless services to be provided by Applicant and the wireless facilities to be installed by Applicant in the Public Ways. **Statement of Work**

2.2.1 Does the intended location of the wireless facility installation(s) involve particularly sensitive areas or districts of the community including: Recent Downtown Development/Renewal Streetscapes, Residential, Underground, historic or high end commercial? If so, please specify and, state what alternatives the applicant considered prior to application. **Specified on Construction Drawings**

2.3 Attach route maps showing the location and detailed drawings, plans and specifications, of all wireless facilities and associated support structures as existing and as intended to be replaced, if applicable, and all other equipment intended to be installed in the public right-of-way. Please include whether such facilities are intended as overhead or underground and – if fiber or other lines are to be installed as related to this wireless facility, attach the Metro Act Permit or pending application regarding same.

These installation details must specifically identify the exact location intended including side of the street, height, width and weight of all such equipment and support structures.

Construction approval is a separate process and may require greater detailed engineering drawings and other information to insure the safety and protection of the public and existing infrastructure of other ROW users and occupants. **SEE SPECIFIC DRAWINGS**

2.4 Please provide an anticipated or actual construction schedule and a total cost of the project including all fees paid to any other entities for attachment and make ready work.

DTE Colo Estimated Cost 23k, New is 20K

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways. **Cellco Partnership d/b/a Verizon Wireless**

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent

telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant. **Verizon Wireless**

3 WIRELESS PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office; **24242 Northwestern Hwy. Southfield MI 48075**

3.2 Location of all records and engineering drawings, if not at local office;

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the wireless system;

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

3.4.1 Worker's compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

3.6 It is recommended that the applicant prepare a wireless facilities permit from the Clerk's office and attach same to this application with all attachments. Much of the information

sought in this application will be required by completing the permit, which can substitute for providing the same information a second time here.
It is also recommended the applicant review the City of Ypsilanti ordinance and or Policy concerning Wireless facilities in the ROW.

4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

Date

NAME OF ENTITY ("APPLICANT")

By:

Type or Print Name: **David Haslinger**

Title **Business Development and Strategic
Planning 5G**



www.kitch.com

Michael J. Watza
KITCH DRUTCHAS WAGNER VALITUTTI &
SHERBROOK
PROTEC General Counsel
www.protec-mi.org

One Woodward Ave, Ste 2400
Detroit, MI 48226
Direct Line: 313.965.7983
Cell: 248.921.3888
Fax: 313.965.7403
mike.watza@kitch.com

GENERAL NOTES

1. THESE NOTES SHALL BE CONSIDERED A PART OF THE WRITTEN SPECIFICATIONS.
2. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED IN THE CONTRACT DOCUMENTS.
3. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTOR(S) SHALL VISIT THE JOB SITE(S) AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED PER THE CONTRACT DOCUMENTS. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE IMPLEMENTATION ENGINEER AND ARCHITECT/ENGINEER.
4. THE CONTRACTOR SHALL RECEIVE WRITTEN AUTHORIZATION TO PROCEED ON ANY WORK NOT CLEARLY DEFINED OR IDENTIFIED IN THE CONSTRUCTION DOCUMENTS BEFORE STARTING ANY WORK.
5. ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES INCLUDING APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS.
6. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH THE MANUFACTURER RECOMMENDATIONS. IF THESE RECOMMENDATIONS ARE IN CONFLICT WITH THE CONTRACT DOCUMENTS AND/OR APPLICABLE CODES OR REGULATIONS, REVIEW THE CONFLICT FOR DIRECTION WITH THE IMPLEMENTATION ENGINEER AND ARCHITECT/ENGINEER PRIOR TO PROCEEDING.
7. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES AND FOR COORDINATION OF ALL PORTIONS OF THE WORK UNDER THE CONTRACT INCLUDING CONTACT AND COORDINATION WITH THE IMPLEMENTATION TEAM AND WITH THE AUTHORIZED REPRESENTATIVE OF ANY OUTSIDE POLE OR PROPERTY OWNER. (BASE COMMANDER OR AUTHORIZED AGENT)
8. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, PAVING, CURBS, VEGETATION, GALVANIZED SURFACE OR OTHER EXISTING ELEMENTS AND UPON COMPLETION OF THE WORK, REPAIR ANY DAMAGE THAT OCCURRED DURING CONSTRUCTION TO THE SATISFACTION OF EXTENT.
9. KEEP THE GENERAL AREA CLEAN, HAZARD FREE AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION DAILY.
10. PLANS ARE INTENDED TO BE DIAGRAMMATIC ONLY AND SHOULD NOT BE SCALED UNLESS OTHERWISE NOTED. RELY ONLY ON ANNOTATED DIMENSIONS AND REQUEST INFORMATION IF ADDITIONAL DIMENSIONS ARE REQUIRED.
11. THE EXISTENCE AND LOCATION OF UTILITIES AND OTHER AGENCY'S FACILITIES ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. OTHER FACILITIES MAY EXIST BEYOND WHAT IS NOTED. CONTRACTOR SHALL VERIFY LOCATIONS PRIOR TO START OF CONSTRUCTION AND USE EXTREME CARE AND PROTECTIVE MEASURES TO PREVENT DAMAGE TO THESE FACILITIES. CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF UTILITIES OR OTHER AGENCY'S FACILITIES WITHIN THE LIMITS OF THE WORK, WHETHER THEY ARE IDENTIFIED IN THE CONTRACT DOCUMENTS OR NOT.
12. ALL MOUNTING HARDWARE SUCH AS BOLTS, NUTS, LAG SCREWS, CLEVIS, CONDUIT STRAPS, STAPLES, (ANYTHING EXPOSED AND CONNECTING EQUIPMENT TO THE POLE SHALL BE HOT DIPPED GALVANIZED, UNLESS OTHERWISE STATED)

DEFINITIONS

1. "TYPICAL" OR "TYP." MEANS THAT THIS ITEM IS VIRTUALLY IDENTICAL ACROSS SIMILAR CONDITIONS. "TYP." SHALL BE UNDERSTOOD TO MEAN "TYPICAL WHERE OCCURS" AND SHALL NOT BE CONSIDERED AS WITHOUT EXCEPTION OR CONSIDERATION OF SPECIFIC CONDITIONS.
2. "SIMILAR" MEANS COMPARABLE TO CHARACTERISTICS FOR CONDITION NOTED. VERIFY DIMENSIONS AND ORIENTATION ON PLAN.
3. "AS REQUIRED" MEANS AS REQUIRED BY REGULATORY REQUIREMENTS BY REFERENCED STANDARDS, BY EXISTING CONDITIONS, BY GENERALLY ACCEPTED CONSTRUCTION PRACTICE OR BY THE CONTRACT DOCUMENTS.
4. "ALIGN" MEANS ACCURATELY LOCATE FINISH FACES OF MATERIALS IN THE SAME PLANE.
5. THE TERM "VERIFY" OR "V.I.F" SHALL BE UNDERSTOOD TO MEAN VERIFY IN FIELD WITH ARCHITECT AND REQUIRES THAT THE CONTRACTOR CONFIRM INTENTION REGARDING NOTED CONDITION AND PROCEED ONLY AFTER RECEIVING DIRECTION.
6. WHERE THE WORDS "OR EQUAL" OR WORDS OF SIMILAR INTENT FOLLOW A MATERIAL SPECIFICATION, THEY SHALL BE UNDERSTOOD TO REQUIRE SIGNED APPROVAL OF ANY DEVIATION TO SAID SPECIFICATION PRIOR TO CONTRACTOR'S ORDERING OR INSTALLATION OF SUCH PROPOSED EQUAL PRODUCT.
7. FURNISH: SUPPLY ONLY, OTHERS TO INSTALL. INSTALL: INSTALL ITEMS FURNISHED BY OTHERS. PROVIDE: FURNISH AND INSTALL.

PROJECT SPECIFIC NOTES

1. THIS SET IS PROVIDED TO ILLUSTRATE THE EXPECTED SCOPE OF DRAWINGS, QUALITY OF DRAWINGS AND EXTENT GRAPHIC STANDARDS. NOTES ARE FOR A&E CONTRACTOR REFERENCE TO HELP CLARIFY THE SCOPE. ADDITIONAL DRAWINGS MAY BE REQUIRED TO MEET THE REQUIREMENTS OF A GIVEN BASE. ALL EXAMPLES SHOWN ARE FOR REFERENCE ONLY AND ANY NOTES, DETAILS, CALCULATIONS OR OTHER WORK NEEDS TO BE COMPLETED OR CONFIRMED BY THE CONTRACTOR GENERATING THE DRAWINGS IN CONSTRUCTION DOCUMENTS.
2. THIS SET IS TO BE PRINTED AT 11" x 17". IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM THIS SIZE IS ACCEPTABLE BY THE BASE AND TO PROVIDE A LARGER STANDARD SIZE IF REQUIRED.
3. IT IS THE RESPONSIBILITY OF THE ENGINEER TO CONFIRM ALL WORK SHOWN IS IN COMPLIANCE WITH BASE AND FEDERAL CODES. DRAWINGS SHOWN WITHIN THIS SET ARE SAMPLES AND MAY NOT REFLECT ALL OF THE REQUIRED ELEMENTS, CLEARANCES OR OTHER ITEMS OF ASSEMBLIES NEEDED TO BE CODE COMPLIANT IN THE PARTICULAR MUNICIPALITY THE NODE IS LOCATED WITHIN.

GROUND CONSTRUCTION NOTES:

1. 120/240V POWER REQUIRED FOR 3-WIRE SERVICE.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH FEDERAL STANDARDS AND REGULATIONS AS WELL AS NEC.
3. CALL MICHIGAN ONE CALL 72 HOURS PRIOR TO EXCAVATING AT (800) 482-7171.
4. ALL LANDSCAPING TO BE RESTORED TO ORIGINAL CONDITION OR BETTER.
5. ALL EQUIPMENT TO BE BONDED.
6. METERING CABINET (IF INSTALLED) REQUIRES 3' CLEARANCE AT DOOR OPENING.

STANDARD GROUNDING NOTES:

1. GROUND TESTED AT 25 OHMS OR LESS.
2. 5/8" x 8' RODS, CAD WELD OR UL LISTED DIRECT BURY CLAMP BELOW GRADE.
3. #6 GROUND AND BOND WIRE.
4. MOLDING, STAPLED EVERY 1' AND AT EACH END.
5. GROUND RODS 18" FROM POLE.

STANDARD CONDUIT NOTES:

1. FOR UNDERGROUND CONDUIT AND ABOVE GRADE RISERS USE SCHEDULE 40.
2. IF DIRECTIONAL BORING PLACE 1-1/4" SDR-11 GRAY CONDUIT FOR UNDERGROUND POWER APPLICATIONS.
3. IF TRENCHING, PLACE PVC SCH 40 CONDUIT PER TABLE ON SHEET E1 FOR UNDERGROUND POWER APPLICATIONS.
4. RISERS TO BE ATTACHED TO POLE WITH STANDARD STRAPS AND LAG SCREWS.
5. RISER STRAPS TO BE INSTALLED EVERY 5'.
6. CONDUIT UNDER 1" MAY BE ATTACHED WITH GROUND WIRE MOLDING STAPLES.
7. ALL CONDUIT WILL BE PROOFED WITH A MANDREL AND EQUIPPED WITH PULL ROPE OR MULE TAPE.

STANDARD TRENCHING NOTES:

1. MAINTAIN 42" MINIMUM COVER FOR ELECTRICAL CONDUIT.
2. MAINTAIN 42" MINIMUM COVER FOR COMMUNICATION CONDUIT.
3. IN STREET SLURRY TO GRADE AND MILL DOWN 1-1/2" FOR AC CAP.
4. IN DIRT SLURRY 18" FROM GRADE AND FILL WITH 95% COMPACTION NATIVE SOIL FOR BALANCE.
5. PLACE WARNING TAPE IN TRENCH 18" ABOVE ALL CONDUITS AND #18 WARNING TAPE ABOVE GROUND EQUIPMENT.

UTILITY POLE CONSTRUCTION NOTES:

1. NO BOLT THREADS TO PROTRUDE MORE THAN 1/2".
2. FILL ALL HOLES LEFT IN POLE FROM REARRANGEMENT OF CLIMBERS.
3. ALL CLIMB STEPS NEXT TO CONDUIT SHALL HAVE EXTENDED STEPS.
4. CABLE NOT TO IMPEDE 15" CLEAR SPACE OFF POLE FACE.
5. 90° SHORT SWEEP UNDER ANTENNA ARM. ALL CABLES MUST ONLY TRANSITION ON THE INSIDE OR BOTTOM OF ARMS (NO CABLE ON TOP OF ARMS).
6. USE CABLE CLAMPS TO SECURE CABLE TO ARMS; PLACE 2" CARRIER ID TAGS ON BOTH SIDE OF ARMS.
7. USE 90° CONNECTOR AT CABLE CONNECTION TO ANTENNAS.
8. USE 1/2" CABLE ON ANTENNAS UNLESS OTHERWISE SPECIFIED.
9. FILL VOID AROUND CABLES AT CONDUIT OPENING WITH FOAM SEALANT TO PREVENT WATER INTRUSION.

VERIZON WIRELESS CONSTRUCTION NOTES:

1. CONTRACTOR IS TO FOLLOW THE MOST CURRENT VZW STANDARDS DOCUMENTS PROVIDED TO COMPLETE THIS INSTALLATION.
2. CONTRACTOR SHALL COMPLETE VZW PROVIDED "SMALL CELL SWEEP REPORT" WITH ALL INFORMATION FILLED IN ACCURATELY AND COMPLETELY.
3. CONTRACTOR TO REFER TO THE MOST CURRENT VZW STANDARDS FOR APPROVED "PIM" TEST EQUIPMENT AND GUIDELINES.
4. CONTRACTOR IS TO USE BATTERY POWERED "PIM" EQUIPMENT TO VALIDATE THE FINAL LOCATION OF THE JUMPER AND ANTENNA ARE FREE OF INTERNAL AND EXTERNAL "PIM" SOURCES.
5. CONTRACTOR SHALL PROVIDE AT LEAST ONE TECHNICAL LEAD THAT IS CERTIFIED AND PROFICIENT IN EXECUTING, INTERPRETING AND RECORDING "PIM" MEASUREMENTS.

PREPARED FOR:

verizon

PREPARED BY:

TeleCAD
Wireless

1961 NORTHPOINT BLVD, SUITE 130
HIXSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

DRAWING NOTICE:

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

DRAWN BY:

LA

CHECKED BY:

CTD

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	08/28/20	JCJ	CONSTRUCTION ISSUE
0	02/26/20	JSK	CONSTRUCTION ISSUE
A	02/24/20	LA	PRELIMINARY REVIEW

ENGINEER'S STAMP:



NOT VALID WITHOUT P.E. STAMP & SIGNATURE

SITE NAME: 40217

ADDRESS:

326 JARVIS ST
YPSILANTI, MI 48197

COUNTY:

WASHTENAW

LATITUDE:

42° 15' 0.898" N

LONGITUDE:

83° 37' 9.280" W

DESIGN TYPE:

COLOCATION

SHEET TITLE:

GENERAL NOTES

DRAWING NO.

GN1

REVISION:

1

NOTES:

1. THIS DRAWING IS BASED ON AERIAL IMAGERY AND FIELD OBSERVATIONS. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. THE PROPOSED USE DOES NOT REQUIRE FULL OR PART TIME EMPLOYEES AT THE SITE.
3. FOR GENERAL SITE WORK NOTES, SEE SHEET GN1.
4. ALL NORTH ARROWS ON SITE PLANS ARE TRUE NORTH, UNLESS OTHERWISE SPECIFIED.
5. OPEN CUT CONSTRUCTION THROUGH EXISTING PAVEMENT, I.E. ROADWAYS, PARKING AREAS, SIDEWALKS WILL NOT BE ALLOWED. CONSTRUCTION UNDER EXISTING PAVEMENTS WILL BE REQUIRED TO BE INSTALLED WITH DIRECTIONAL BORING TECHNIQUE.
6. RIGHT OF WAY INFORMATION ACQUIRED FROM GIS.

LEGEND

OVERHEAD UTILITIES	DHU	CATCH BASIN	CB
UNDERGROUND POWER	UGP	STREET SIGN	SS
OVERHEAD POWER	DHP	4 WAY STREET SIGN	4WS
UNDERGROUND TELCO	UGT	UTILITY POLE	UP
OVERHEAD TELCO	DHT	LIGHT POLE	LP
GAS LINE	GAS	WATER VALVE	WV
FENCE	F	MANHOLE	M
WOOD FENCE	WF	GAS VALVE	GV
SEWER LINE	SVR	FIRE HYDRANT	FH
WATER LINE	VTR	TELCO PEDESTAL	TP
HYBRID CABLE	HYB	ELECTRICAL BOX	EB
HIGH VOLTAGE POWER	HVP		
FIBER	FBR		
RIGHT-OF-WAY	RDW		
PROPERTY LINE	PL		

UTILITY NOTE:

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

PREPARED FOR:

verizon

PREPARED BY:

TeleCAD
Wireless

1961 NORTHPOINT BLVD, SUITE 130
HIXSON, TN 37343
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LA

CHECKED BY:

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ENGINEER'S STAMP:



SITE NAME:

40217

ADDRESS:

326 JARVIS ST
YPSILANTI, MI 48197

COUNTY:

WASHTENAW

LATITUDE:

42° 15' 0.898" N

LONGITUDE:

83° 37' 9.280" W

DESIGN TYPE:

COLOCATION

SHEET TITLE:

SITE LAYOUTS

DRAWING NO.

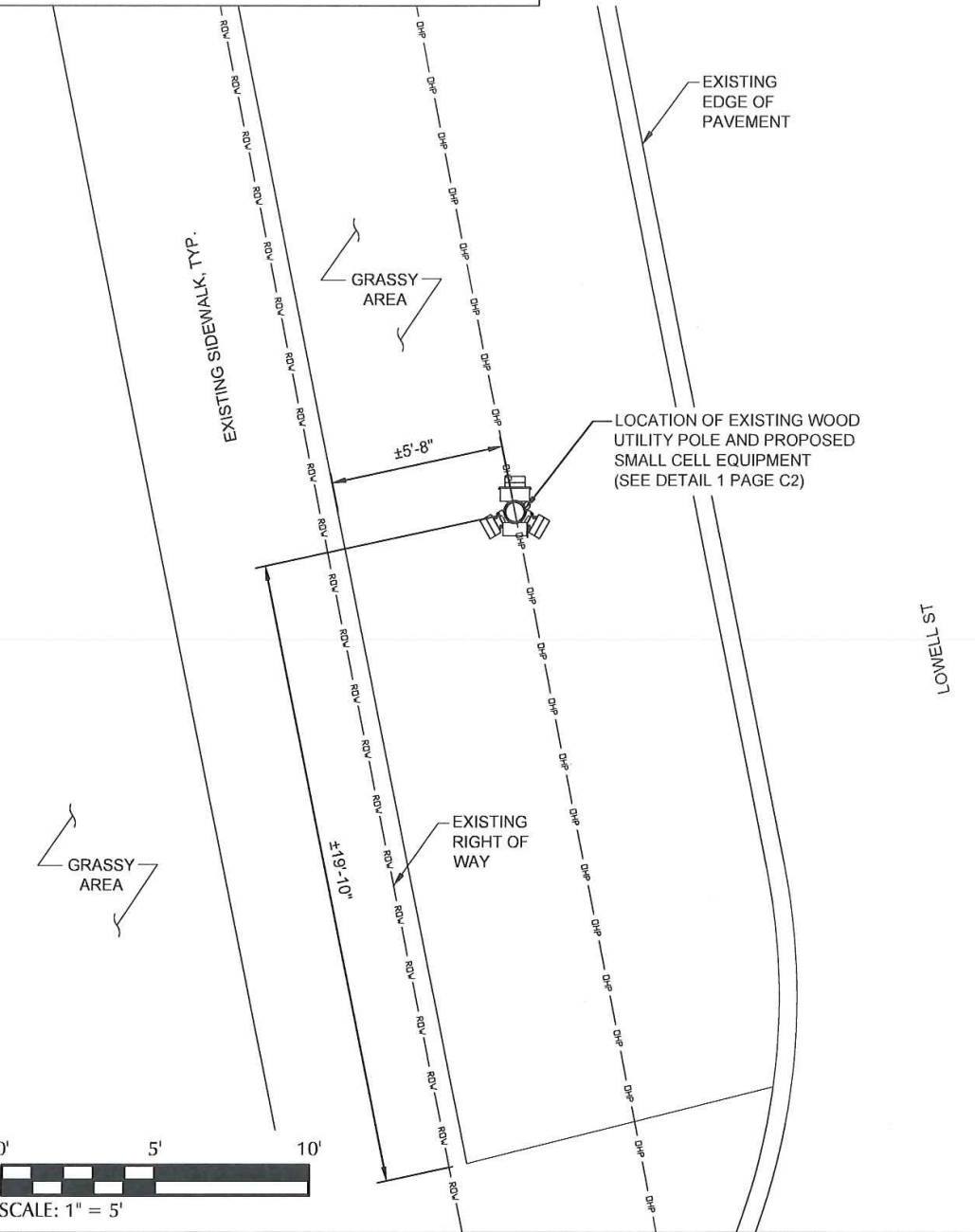
C1

REVISION:

1



1 OVERALL SITE LAYOUT



2 ENLARGED SITE LAYOUT



PREPARED FOR:



PREPARED BY:



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HIKSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

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DESIGN TYPE:	COLOCATION

SHEET TITLE:
SITE LAYOUT -
AERIAL IMAGERY

DRAWING NO.	REVISION:
C1A	1

1 | OVERALL SITE LAYOUT - AERIAL IMAGERY

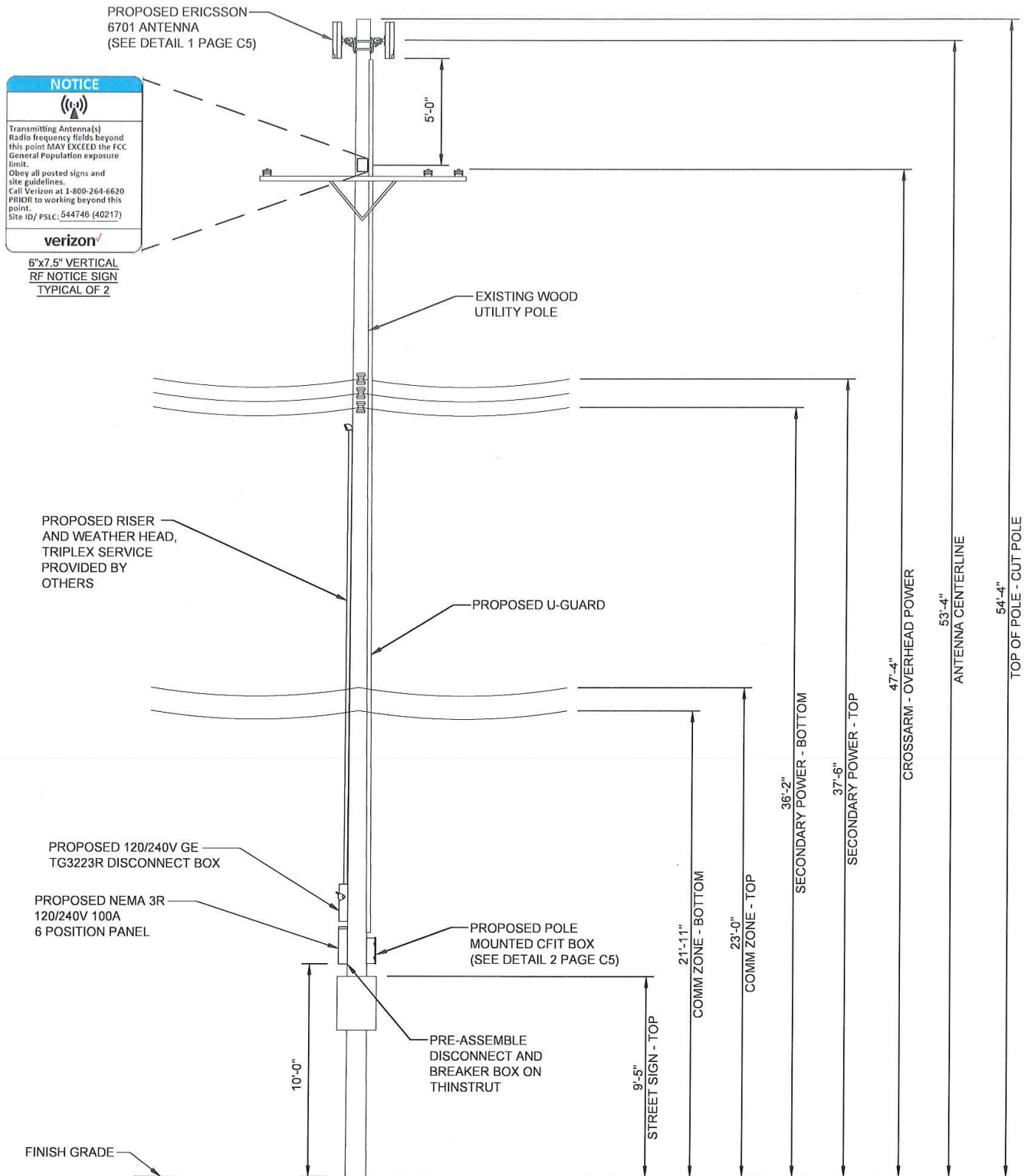
CONTRACTOR TO OBTAIN
LATEST RFDS FROM VERIZON
PRIOR TO CONSTRUCTION.

MAINTAIN A MIN. OF 3'-0"
CLEARANCE BETWEEN
DISCONNECT BOX AND ANY
COMM LINES

40" MIN. CLEARANCE
BELOW NEW TRIPLEX
SERVICE

5'-0" MIN. CLEARANCE ABOVE
ANY DTE EQUIPMENT TO
BOTTOM OF ANTENNA

REFER TO RFDS FOR SMALL
CELL AZIMUTHS



PREPARED FOR:

verizon

PREPARED BY:

TeleCAD
Wireless

1961 NORTHPOINT BLVD, SUITE 130
HIKSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

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LA

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CTD

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	08/28/20	JCJ	CONSTRUCTION ISSUE
0	02/26/20	JSK	CONSTRUCTION ISSUE
A	02/24/20	LA	PRELIMINARY REVIEW

ENGINEER'S STAMP:



SITE NAME: 40217

ADDRESS:
326 JARVIS ST
YPSILANTI, MI 48197

COUNTY:

WASHTENAW

LATITUDE:

42° 15' 0.898" N

LONGITUDE:

83° 37' 9.280" W

DESIGN TYPE:

COLOCATION

SHEET TITLE:

POLE ELEVATION

DRAWING NO.

C2

REVISION:

1

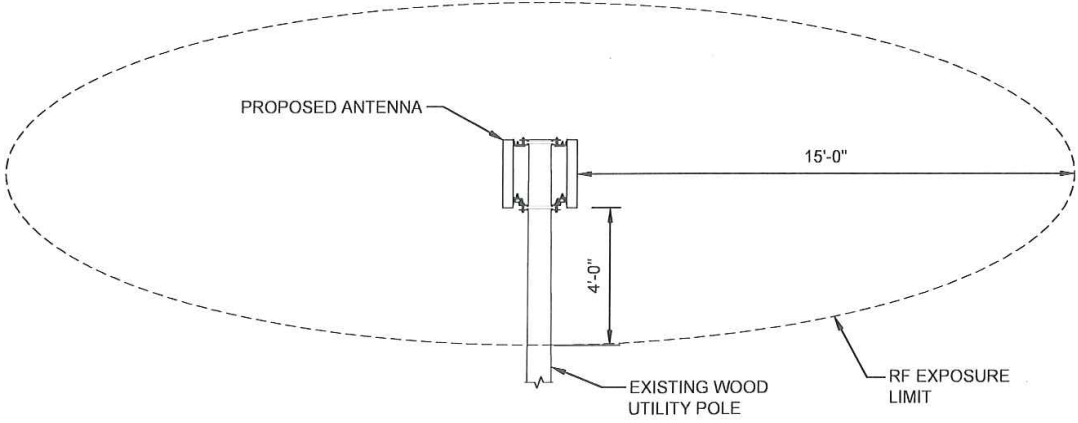
N.T.S.

INSTALL ON BREAKER PANEL

1 POLE ELEVATION

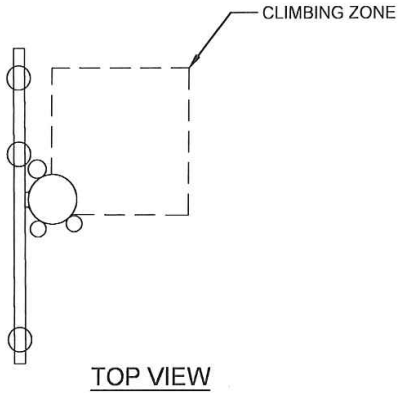
POLE ATTACHED EQUIPMENT	
EQUIPMENT	VOLUME (CU-FT)
6701 ANTENNA	0.46
6701 ANTENNA	0.46
6701 ANTENNA	0.46
TOTAL IN CU-FT	1.38

POLE ANCILLARY EQUIPMENT	
EQUIPMENT	VOLUME (CU-FT)
6 POSITION PANEL	0.80
DISCONNECT	0.57
CFIT BOX	0.60
TOTAL IN CU-FT	1.97



2 RF EXPOSURE LIMIT

N.T.S.



NOTES:

1. WORKING CLEARANCE FROM ENERGIZED ANTENNA MUST BE GREATER THAN 4 FT, OTHERWISE SHUT DOWN RADIO AND ANTENNA PER INSTRUCTIONS ON PLACARD OR BY OPENING DISCONNECT SWITCH TO RADIO EQUIPMENT ON POLE.
2. ANTENNA AND MOUNTING BRACKETS INSTALLED ABOVE DTE WIRES MUST BE INSTALLED AND MAINTAINED BY DTE OR DTE'S DESIGNATED CONTRACTOR.
3. VERTICAL CLIMBING ZONE MUST BE MAINTAINED ON ALL POLES. (SEE TOP VIEW)
4. BASE CABINET TO BE CLEARLY LABELED WITH OWNER'S NAME AND 1-800 PHONE NUMBER WITH 3/4" TALL LETTERING.
5. SHUTDOWN PLACARD TO BE PLACED ON THE POLE NEAR BASE CABINET AND DISCONNECT SWITCH BOX.
6. 5' FT MIN. CLEARANCE ABOVE ANY DTE EQUIPMENT.
7. ANTENNA POLE TOP CLEARANCES APPLY TO ANY DTE EQUIPMENT OR WIRES INSTALLED UNDER THE ANTENNA.

REFERENCE DTE ENERGY
CELLULAR ANTENNA SMALL CELL SITE CONSTRUCTION
LINE CONSTRUCTION STANDARDS 4-JOINT USE 1-4-26.1
DATED 11/1/2017

3 DTE CLIMBING ZONE REQUIREMENT AND NOTES

N.T.S.

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REVISIONS

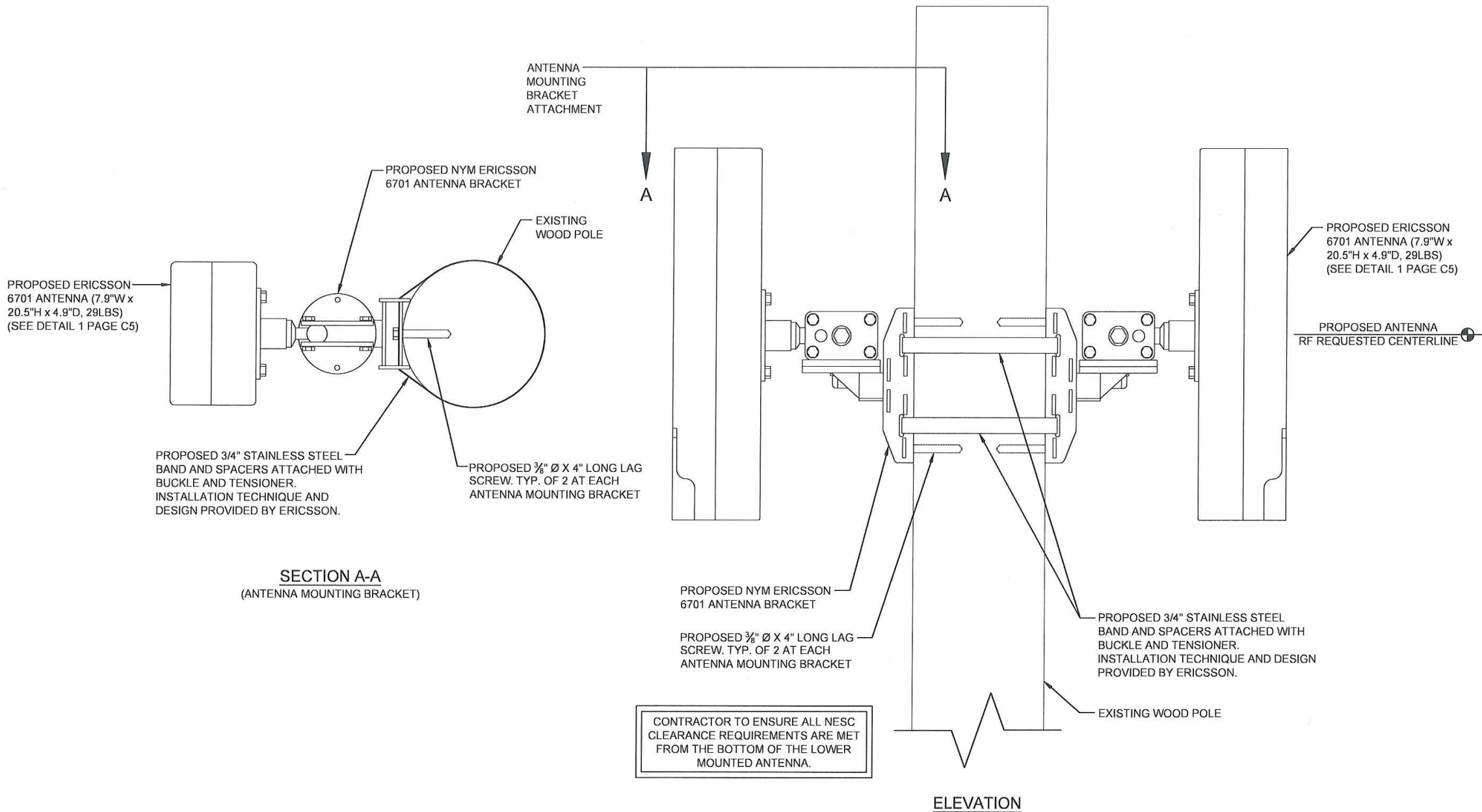
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0	02/26/20	JSK	CONSTRUCTION ISSUE
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YPSILANTI, MI 48197
COUNTY: WASHTENAW
LATITUDE: 42° 15' 0.898" N
LONGITUDE: 83° 37' 9.280" W
DESIGN TYPE: COLOCATION
SHEET TITLE: SITE DETAILS
DRAWING NO. C3
REVISION: 1

1 EQUIPMENT CU-FT. TABLE



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A	02/04/20	LA	PRELIMINARY REVIEW

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COUNTY: WASHTENAW
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LONGITUDE: 83° 37' 9.280" W
DESIGN TYPE: COLOCATION

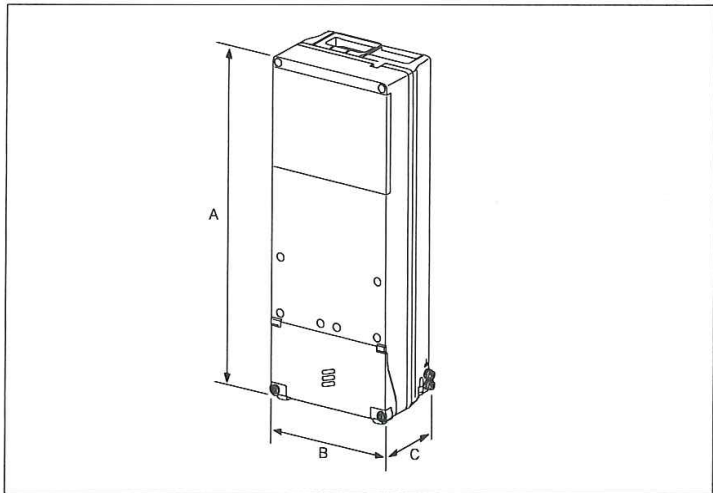
SHEET TITLE:
SITE DETAILS

DRAWING NO. C4
REVISION: 1

Technical Data

Description	Value
Frequency	N261 (27.5–28.35 GHz)
Number of carriers	Config mode 2: Up to 8 Config mode 1: Up to 16
Operating bandwidth	Config mode 2: 800 MHz Config mode 1: 1600 MHz
Component carrier bandwidth	50MHz, 100 MHz
EIRP ⁽¹⁾	Config mode 2: 53 dBm per RF beam in boresight , 56 dBm per radio Config mode 1: 47 dBm per RF beam in boresight , 53 dBm per radio
EIS _{REFSENS_50M}	Config mode 2: -109 dBm Config mode 1: -106 dBm

(1) The MaxTxPower can be configured up to 10 dB lower than the stated EIRP without product performance being degraded. If the MaxTxPower is configured lower than the given power limit here, significant performance degradation will occur.



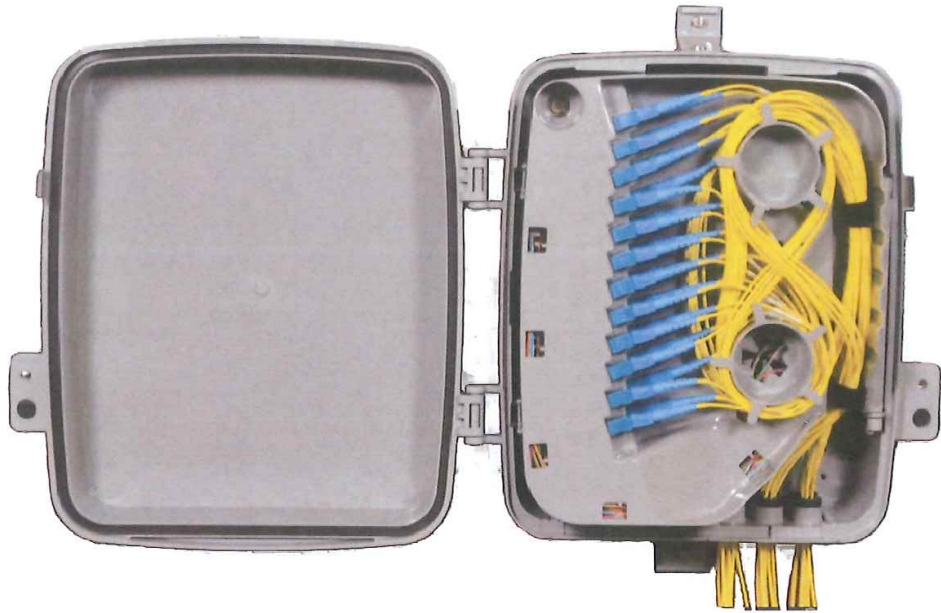
Dimensions, Weight, and Color

Dimensions	
Height (A)	511 mm
Width (B)	200 mm
Depth (C)	125 mm
Weight	14 kg
Color	Gray
Reference number: NCS S 1002-B	

CFIT BOX

PART CODE: CFIT-C48D4LHXVZ

DESIGNED BY CHARLES INDUSTRIES



PRODUCT SPECIFICATIONS

TECHNICAL SPECIFICATIONS

HEIGHT (PANEL ONLY)	15 in.
DEPTH, BASE (FRONT TO BACK)	5.5 in.
WIDTH	12 in.
WEIGHT	4 lbs.
CONSTRUCTION	RUGGED UL94-5VA GRAY POLYCARBONATE
SUPPORTED FIBER CONNECTOR TYPES	SC, LC or MPO
COMPLIANCE	DESIGNED TO MEET GR-950, GR2898, NEMA 4, IP66
SPLICING CAPACITY	UP TO THREE (3) 4"x6" HINGED SPLICE TRAYS ON FEED FIBER SIDE.
BULKHEAD CAPACITY	24 SC ADAPTERS

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verizon

PREPARED BY:

TeleCAD
Wireless

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YPSILANTI, MI 48197

COUNTY:
WASHTENAW

LATITUDE:
42° 15' 0.898" N

LONGITUDE:
83° 37' 9.280" W

DESIGN TYPE:
COLOCATION

SHEET TITLE:

EQUIPMENT DETAILS

DRAWING NO.

C5

REVISION:

1

1 6701 ANTENNA

N.T.S.

2 CFIT BOX

N.T.S.

ELECTRICAL NOTES:

- 1. PROVIDE AND INSTALL WARNING TAPE FOR ELECTRIC SERVICE CONDUIT 18" ABOVE CONDUITS.
- 2. CONTRACTOR TO PAY FOR THE SERVICE AS DIRECTED BY THE MUNICIPALITY.
- 3. CONTRACTOR TO USE PVC SCH 80 CONDUIT WHERE CONDUITS CROSS ACCESS ROADS.
- 4. CONTRACTOR SHALL COORDINATE WITH ELECTRIC COMPANY FOR SERVICES.
- 5. CONTRACTOR TO PAY ALL FEES FOR SERVICES REQUIRED.
- 6. CONTRACTOR TO BE ADVISED THAT EXISTING UNDERGROUND CONDUITS, GROUND CABLES EXIST. DIG WITH CAUTION.
- 7. CONTRACTOR TO VERIFY POWER AND TELCO LB LOCATIONS AND FLEX CONDUIT SIZE AND ROUTING TO THE EQUIPMENT WITH MANUFACTURER'S DRAWINGS.
- 8. OPEN CUT CONSTRUCTION THROUGH EXISTING PAVEMENT, I.E. ROADWAYS, PARKING AREAS, SIDEWALKS WILL NOT BE ALLOWED. CONSTRUCTION UNDER EXISTING PAVEMENTS WILL BE REQUIRED TO BE INSTALLED WITH DIRECTIONAL BORING TECHNIQUE.

UTILITY NOTES:

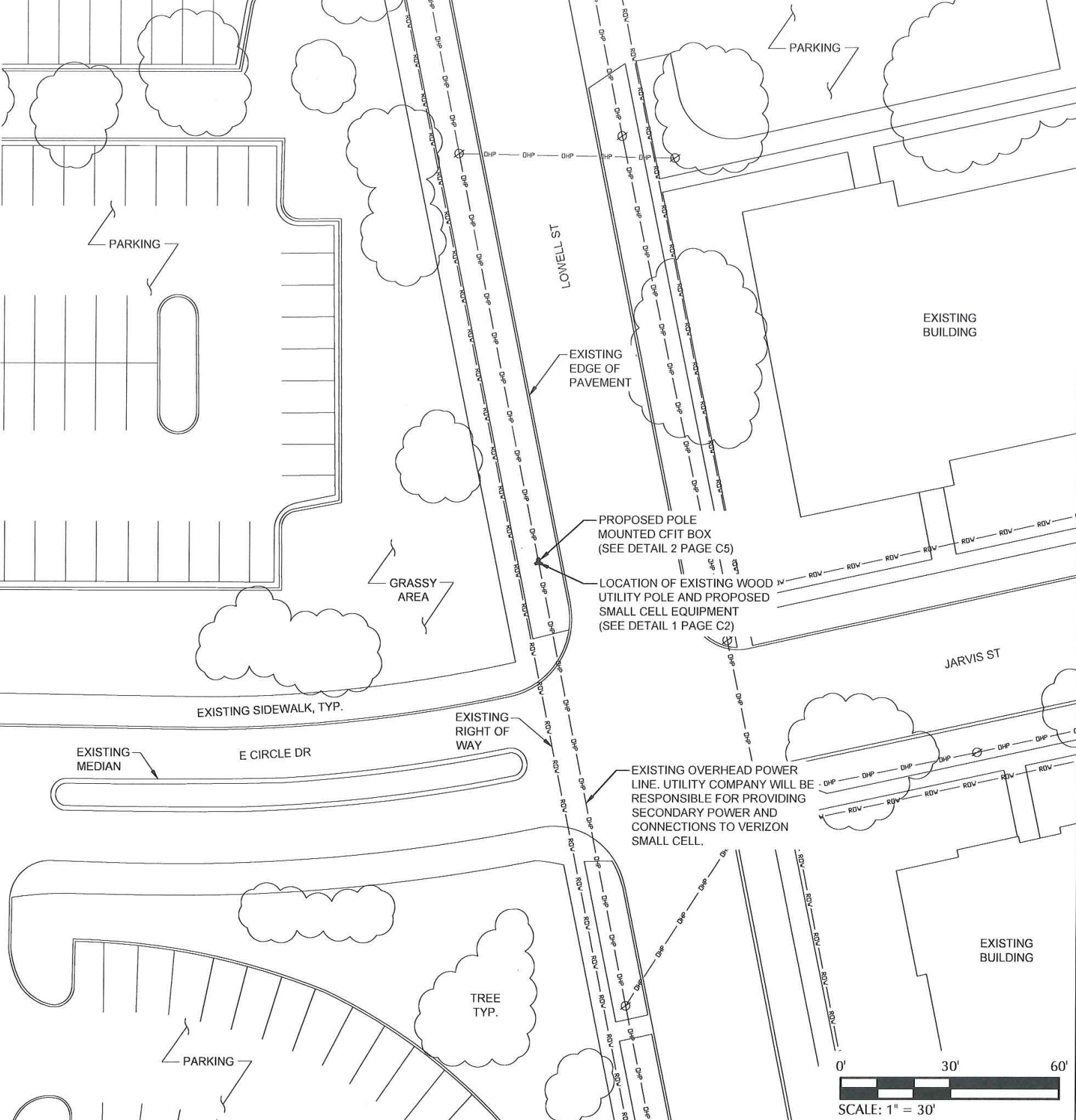
- 1. ALL POWER CONDUITS ABOVE GRADE, SWEEPS, & ELBOWS TO BE PVC SCH 40.

STANDARD POWER SUPPLY FOR THE SMALL CELL NODES IS A 100 AMP 120/240 VOLT SINGLE PHASE SERVICE

SERVICE CONDUCTOR MAXIMUM DISTANCE CHART (BASED ON 80 AMP MAX. CONTINUOUS LOAD)			
WIRE SIZE	ALUMINUM 120V	COPPER 120V	CONDUIT SIZE
3 AWG	55'	90'	1" MIN
2 AWG	70'	115'	1 1/4" MIN
1 AWG	85'	145'	1 1/4" MIN
1/0 AWG	110'	180'	1 1/2" MIN
2/0 AWG	140'	230'	1 1/2" MIN
3/0 AWG	175'	290'	2" MIN
4/0 AWG	220'	365'	2" MIN
250 KCMIL	265'	435'	2" MIN
300 KCMIL	315'	520'	2 1/2" MIN
350 KCMIL	370'	610'	2 1/2" MIN
400 KCMIL	420'	695'	2 1/2" MIN
500 KCMIL	530'	870'	3" MIN

LEGEND

OVERHEAD UTILITIES — DHU —	CATCH BASIN [Hatched Box]
UNDERGROUND POWER — UGP —	STREET SIGN [T-shaped]
OVERHEAD POWER — DHP — DHP —	4 WAY STREET SIGN [Cross]
UNDERGROUND TELCO — UGT —	UTILITY POLE [Circle with cross]
OVERHEAD TELCO — DHT —	LIGHT POLE [Circle with dot]
GAS LINE — GAS — GAS —	WATER VALVE [Valve symbol]
FENCE — x — x — x — x —	MANHOLE [Circle with M]
WOOD FENCE — o — o — o — o —	GAS VALVE [Valve symbol]
SEWER LINE — SVR — SVR —	FIRE HYDRANT [Hydrant symbol]
WATER LINE — VTR —	TELCO PEDESTAL [T-shaped]
HYBRID CABLE — HYB —	ELECTRICAL BOX [Box symbol]
HIGH VOLTAGE POWER — HVP —	
FIBER — FBR —	
RIGHT-OF-WAY — ROW — ROW —	
PROPERTY LINE — PL — PL —	



PREPARED FOR:



PREPARED BY:



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HIXSON, TN 37343
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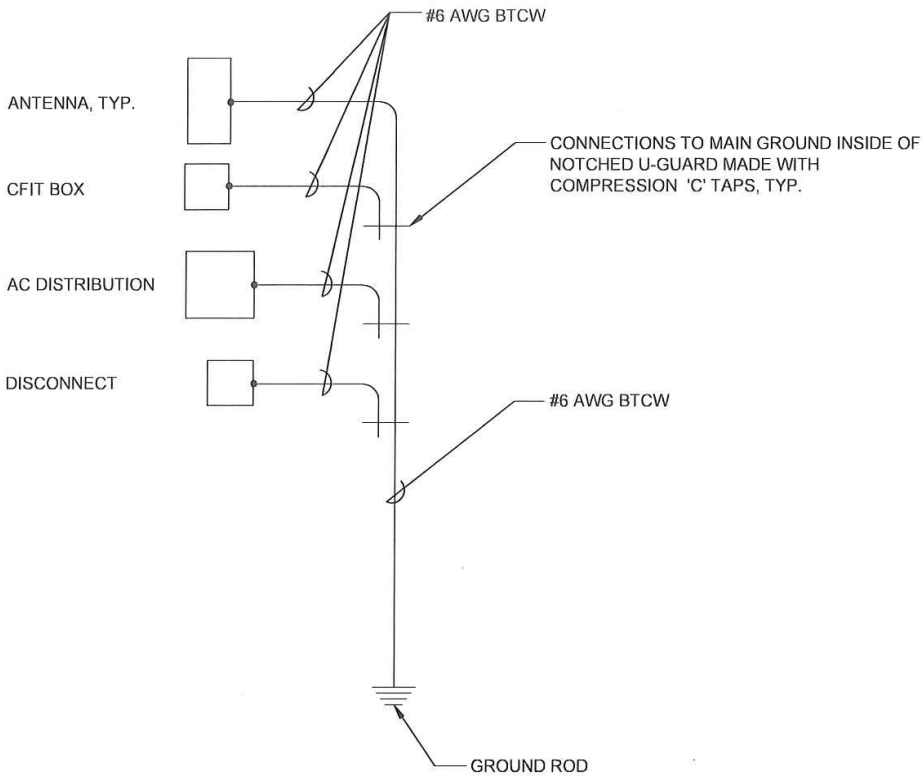
ENGINEER'S STAMP:



SITE NAME: 40217
ADDRESS: 326 JARVIS ST
YPSILANTI, MI 48197
COUNTY: WASHTENAW
LATITUDE: 42° 15' 0.898" N
LONGITUDE: 83° 37' 9.280" W
DESIGN TYPE: COLOCATION

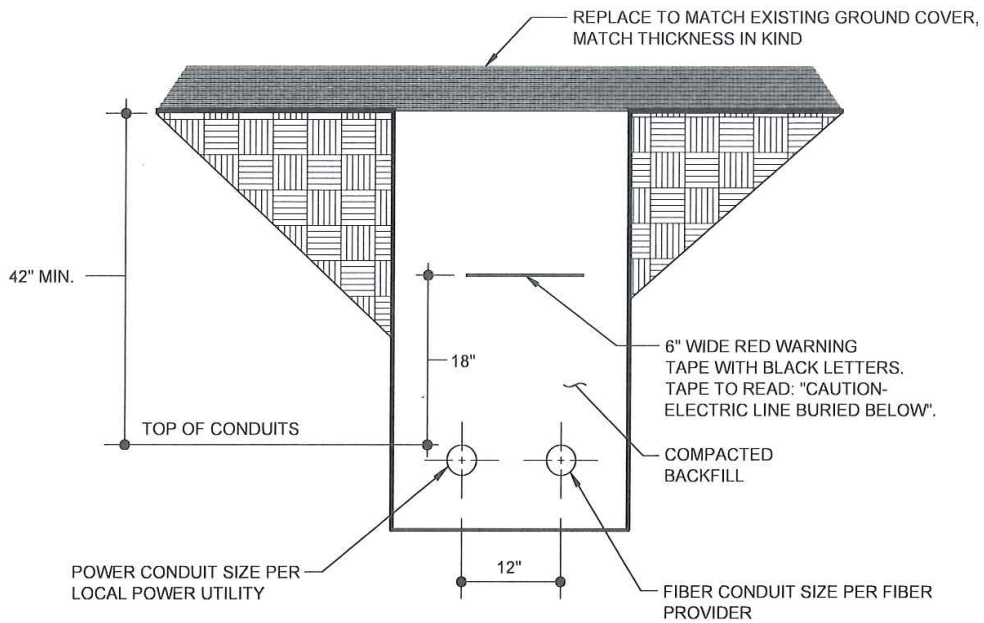
SHEET TITLE:
UTILITY SITE PLAN

DRAWING NO. E1
REVISION: 1



1 SINGLE POINT RADIAL GROUND DETAIL

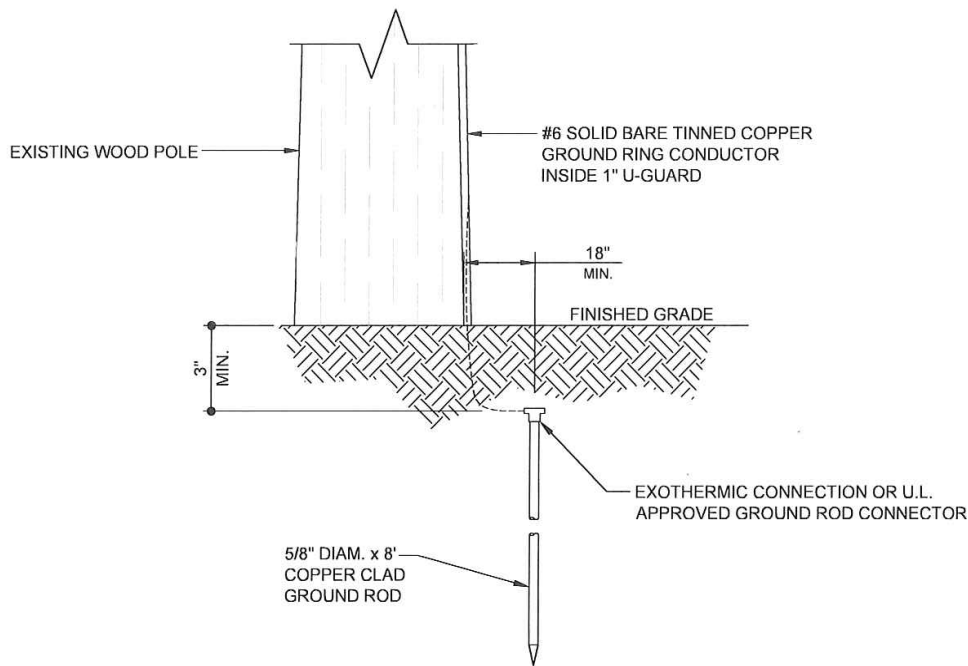
N.T.S.



NOTE: TYPICAL SPACING FOR ALL UNDERGROUND CONDUITS.

2 TRENCH DETAIL (IF REQUIRED)

N.T.S.



3 GROUND ROD DETAIL

N.T.S.

4 DETAIL NOT IN USE

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PREPARED BY:

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Wireless

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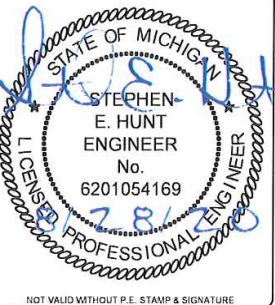
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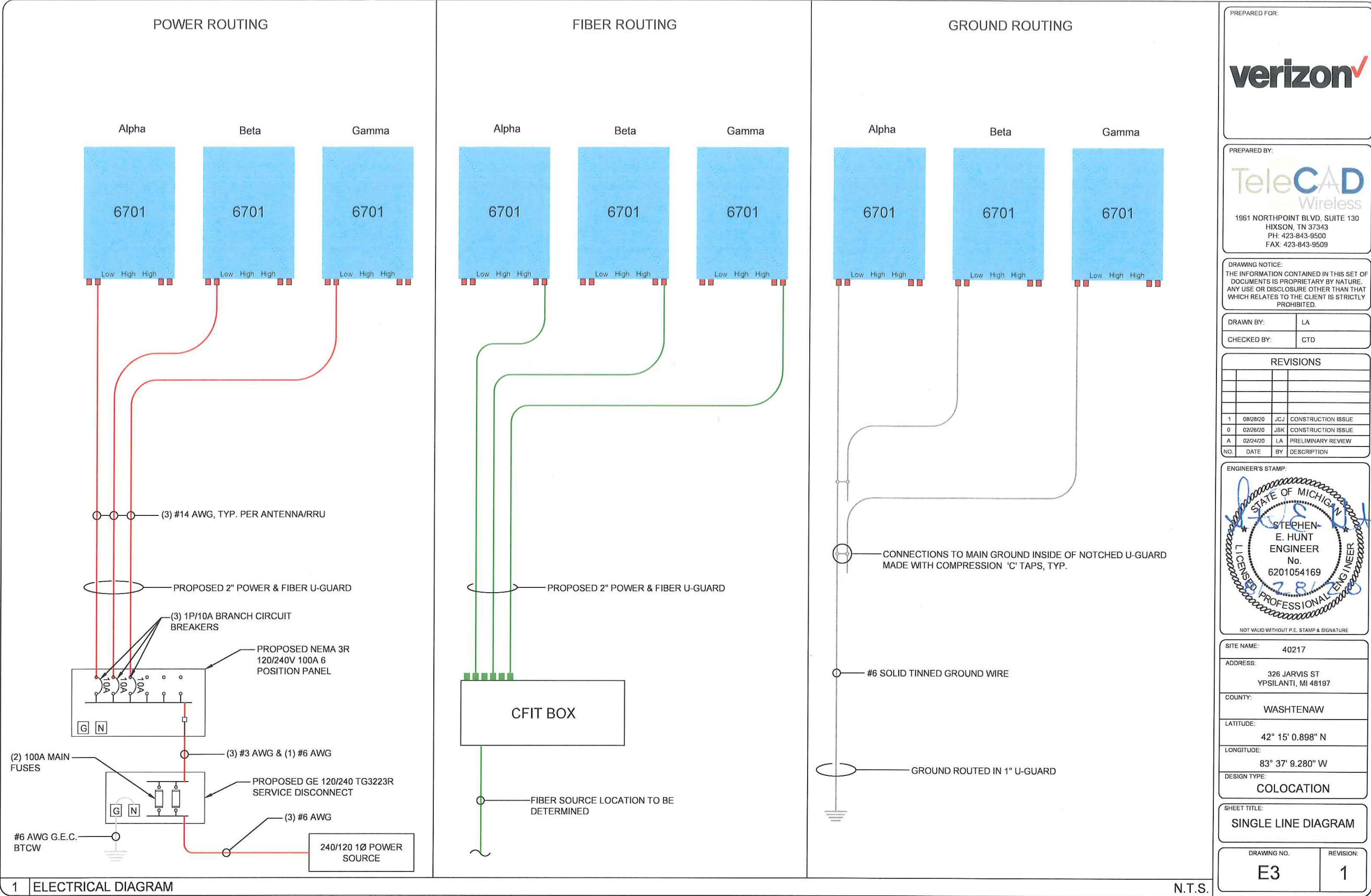
SHEET TITLE:
ELECTRICAL DETAILS

DRAWING NO.

E2

REVISION:

1



PROJECT SUMMARY

SITE NAME: 40201

SITE ADDRESS: 1000 HURON RIVER DR
(ESTIMATED) YPSILANTI, MI 48197

COUNTY: WASHTENAW

JURISDICTION: CITY OF YPSILANTI

SITE COORDINATES:

LATITUDE: 42° 15' 19.188" N

LATITUDE: 42.25533°

LONGITUDE: 83° 37' 20.280" W

LONGITUDE: -83.62230°

ELEVATION: ±718'-5"

PROPERTY DEFINITION: R.O.W.

FUZE PROJECT ID: 15487075

PSLC CODE: 544741

PROPOSED POLE HEIGHT: 40'-0"

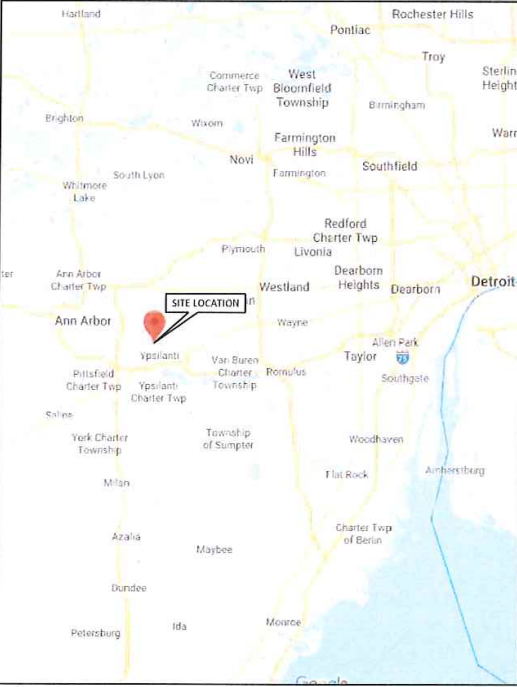
PROPOSED POLE CLASS: TBD



SITE NAME: 40201

PROPOSED SMALL CELL EQUIPMENT
ON A NEW VERIZON POLE

VICINITY MAP



NOT TO SCALE

SHEET SCALE FACTOR:
PLOT SIZE:
11" x 17": TO SCALE

LOCATION MAP



NOT TO SCALE



1 (800) 482-7171
www.missdig.com
CONTRACTOR TO CALL MICHIGAN
ONE-CALL SYSTEMS AT LEAST 72 HOURS
PRIOR TO DIGGING.

SHEET INDEX

NO.	DESCRIPTION
T1	TITLE SHEET
GN1	GENERAL NOTES
C1	SITE LAYOUTS
C1A	SITE LAYOUT - AERIAL IMAGERY
C2	POLE ELEVATION
C3	SITE DETAILS
C4	SITE DETAILS
C5	EQUIPMENT DETAILS
E1	UTILITY SITE PLAN
E2	ELECTRICAL DETAILS
E3	SINGLE LINE DIAGRAM

SCOPE OF WORK

- INSTALLING NEW WOOD UTILITY POLE (CLASS TBD)
- INSTALLING EQUIPMENT
 - (3) ERICSSON 6701 ANTENNAS
 - CFIT BOX
 - (1) FIBER & (1) POWER CABLE PER ANTENNA
 - DISCONNECT
- RUN CONDUITS FOR POWER AND FIBER

STATE COUNTY MAP



PREPARED FOR:



PREPARED BY:



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MDR

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DESIGN TYPE:
RAWLAND

SHEET TITLE:

TITLE SHEET

DRAWING NO.

T1

REVISION:

0

GENERAL NOTES

1. THESE NOTES SHALL BE CONSIDERED A PART OF THE WRITTEN SPECIFICATIONS.
2. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED IN THE CONTRACT DOCUMENTS.
3. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTOR(S) SHALL VISIT THE JOB SITE(S) AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED PER THE CONTRACT DOCUMENTS. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE IMPLEMENTATION ENGINEER AND ARCHITECT/ENGINEER.
4. THE CONTRACTOR SHALL RECEIVE WRITTEN AUTHORIZATION TO PROCEED ON ANY WORK NOT CLEARLY DEFINED OR IDENTIFIED IN THE CONSTRUCTION DOCUMENTS BEFORE STARTING ANY WORK.
5. ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES INCLUDING APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS.
6. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH THE MANUFACTURER RECOMMENDATIONS. IF THESE RECOMMENDATIONS ARE IN CONFLICT WITH THE CONTRACT DOCUMENTS AND/OR APPLICABLE CODES OR REGULATIONS, REVIEW THE CONFLICT FOR DIRECTION WITH THE IMPLEMENTATION ENGINEER AND ARCHITECT/ENGINEER PRIOR TO PROCEEDING.
7. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES AND FOR COORDINATION OF ALL PORTIONS OF THE WORK UNDER THE CONTRACT INCLUDING CONTACT AND COORDINATION WITH THE IMPLEMENTATION TEAM AND WITH THE AUTHORIZED REPRESENTATIVE OF ANY OUTSIDE POLE OR PROPERTY OWNER. (BASE COMMANDER OR AUTHORIZED AGENT)
8. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, PAVING, CURBS, VEGETATION, GALVANIZED SURFACE OR OTHER EXISTING ELEMENTS AND UPON COMPLETION OF THE WORK, REPAIR ANY DAMAGE THAT OCCURRED DURING CONSTRUCTION TO THE SATISFACTION OF EXTENT.
9. KEEP THE GENERAL AREA CLEAN, HAZARD FREE AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION DAILY.
10. PLANS ARE INTENDED TO BE DIAGRAMMATIC ONLY AND SHOULD NOT BE SCALED UNLESS OTHERWISE NOTED. RELY ONLY ON ANNOTATED DIMENSIONS AND REQUEST INFORMATION IF ADDITIONAL DIMENSIONS ARE REQUIRED.
11. THE EXISTENCE AND LOCATION OF UTILITIES AND OTHER AGENCY'S FACILITIES ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. OTHER FACILITIES MAY EXIST BEYOND WHAT IS NOTED. CONTRACTOR SHALL VERIFY LOCATIONS PRIOR TO START OF CONSTRUCTION AND USE EXTREME CARE AND PROTECTIVE MEASURES TO PREVENT DAMAGE TO THESE FACILITIES. CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF UTILITIES OR OTHER AGENCY'S FACILITIES WITHIN THE LIMITS OF THE WORK, WHETHER THEY ARE IDENTIFIED IN THE CONTRACT DOCUMENTS OR NOT.
12. ALL MOUNTING HARDWARE SUCH AS BOLTS, NUTS, LAG SCREWS, CLEVIS, CONDUIT STRAPS, STAPLES, (ANYTHING EXPOSED AND CONNECTING EQUIPMENT TO THE POLE SHALL BE HOT DIPPED GALVANIZED, UNLESS OTHERWISE STATED)

DEFINITIONS

1. "TYPICAL" OR "TYP." MEANS THAT THIS ITEM IS VIRTUALLY IDENTICAL ACROSS SIMILAR CONDITIONS. "TYP." SHALL BE UNDERSTOOD TO MEAN "TYPICAL WHERE OCCURS" AND SHALL NOT BE CONSIDERED AS WITHOUT EXCEPTION OR CONSIDERATION OF SPECIFIC CONDITIONS.
2. "SIMILAR" MEANS COMPARABLE TO CHARACTERISTICS FOR CONDITION NOTED. VERIFY DIMENSIONS AND ORIENTATION ON PLAN.
3. "AS REQUIRED" MEANS AS REQUIRED BY REGULATORY REQUIREMENTS BY REFERENCED STANDARDS, BY EXISTING CONDITIONS, BY GENERALLY ACCEPTED CONSTRUCTION PRACTICE OR BY THE CONTRACT DOCUMENTS.
4. "ALIGN" MEANS ACCURATELY LOCATE FINISH FACES OF MATERIALS IN THE SAME PLANE.
5. THE TERM "VERIFY" OR "V.I.F." SHALL BE UNDERSTOOD TO MEAN VERIFY IN FIELD WITH ARCHITECT AND REQUIRES THAT THE CONTRACTOR CONFIRM INTENTION REGARDING NOTED CONDITION AND PROCEED ONLY AFTER RECEIVING DIRECTION.
6. WHERE THE WORDS "OR EQUAL" OR WORDS OF SIMILAR INTENT FOLLOW A MATERIAL SPECIFICATION, THEY SHALL BE UNDERSTOOD TO REQUIRE SIGNED APPROVAL OF ANY DEVIATION TO SAID SPECIFICATION PRIOR TO CONTRACTOR'S ORDERING OR INSTALLATION OF SUCH PROPOSED EQUAL PRODUCT.
7. FURNISH: SUPPLY ONLY, OTHERS TO INSTALL. INSTALL: INSTALL ITEMS FURNISHED BY OTHERS. PROVIDE: FURNISH AND INSTALL.

PROJECT SPECIFIC NOTES

1. THIS SET IS PROVIDED TO ILLUSTRATE THE EXPECTED SCOPE OF DRAWINGS, QUALITY OF DRAWINGS AND EXTENT GRAPHIC STANDARDS. NOTES ARE FOR A&E CONTRACTOR REFERENCE TO HELP CLARIFY THE SCOPE. ADDITIONAL DRAWINGS MAY BE REQUIRED TO MEET THE REQUIREMENTS OF A GIVEN BASE. ALL EXAMPLES SHOWN ARE FOR REFERENCE ONLY AND ANY NOTES, DETAILS, CALCULATIONS OR OTHER WORK NEEDS TO BE COMPLETED OR CONFIRMED BY THE CONTRACTOR GENERATING THE DRAWINGS IN CONSTRUCTION DOCUMENTS.
2. THIS SET IS TO BE PRINTED AT 11" x 17". IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM THIS SIZE IS ACCEPTABLE BY THE BASE AND TO PROVIDE A LARGER STANDARD SIZE IF REQUIRED.
3. IT IS THE RESPONSIBILITY OF THE ENGINEER TO CONFIRM ALL WORK SHOWN IS IN COMPLIANCE WITH BASE AND FEDERAL CODES. DRAWINGS SHOWN WITHIN THIS SET ARE SAMPLES AND MAY NOT REFLECT ALL OF THE REQUIRED ELEMENTS, CLEARANCES OR OTHER ITEMS OF ASSEMBLIES NEEDED TO BE CODE COMPLIANT IN THE PARTICULAR MUNICIPALITY THE NODE IS LOCATED WITHIN.

GROUND CONSTRUCTION NOTES:

1. 120/240V POWER REQUIRED FOR 3-WIRE SERVICE.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH FEDERAL STANDARDS AND REGULATIONS AS WELL AS NEC.
3. CALL MICHIGAN ONE CALL 72 HOURS PRIOR TO EXCAVATING AT (800) 482-7171.
4. ALL LANDSCAPING TO BE RESTORED TO ORIGINAL CONDITION OR BETTER.
5. ALL EQUIPMENT TO BE BONDED.
6. METERING CABINET (IF INSTALLED) REQUIRES 3' CLEARANCE AT DOOR OPENING.

STANDARD GROUNDING NOTES:

1. GROUND TESTED AT 25 OHMS OR LESS.
2. 5/8" x 8' RODS, CAD WELD OR UL LISTED DIRECT BURY CLAMP BELOW GRADE.
3. #6 GROUND AND BOND WIRE.
4. MOLDING, STAPLED EVERY 1' AND AT EACH END.
5. GROUND RODS 18" FROM POLE.

STANDARD CONDUIT NOTES:

1. FOR UNDERGROUND CONDUIT AND ABOVE GRADE RISERS USE SCHEDULE 40.
2. IF DIRECTIONAL BORING PLACE 1-1/4" SDR-11 GRAY CONDUIT FOR UNDERGROUND POWER APPLICATIONS.
3. IF TRENCHING, PLACE PVC SCH 40 CONDUIT PER TABLE ON SHEET E1 FOR UNDERGROUND POWER APPLICATIONS.
4. RISERS TO BE ATTACHED TO POLE WITH STANDARD STRAPS AND LAG SCREWS.
5. RISER STRAPS TO BE INSTALLED EVERY 5'.
6. CONDUIT UNDER 1" MAY BE ATTACHED WITH GROUND WIRE MOLDING STAPLES.
7. ALL CONDUIT WILL BE PROOFED WITH A MANDREL AND EQUIPPED WITH PULL ROPE OR MULE TAPE.

STANDARD TRENCHING NOTES:

1. MAINTAIN 42" MINIMUM COVER FOR ELECTRICAL CONDUIT.
2. MAINTAIN 42" MINIMUM COVER FOR COMMUNICATION CONDUIT.
3. IN STREET SLURRY TO GRADE AND MILL DOWN 1-1/2" FOR AC CAP.
4. IN DIRT SLURRY 18" FROM GRADE AND FILL WITH 95% COMPACTION NATIVE SOIL FOR BALANCE.
5. PLACE WARNING TAPE IN TRENCH 18" ABOVE ALL CONDUITS AND #18 WARNING TAPE ABOVE GROUND EQUIPMENT.

UTILITY POLE CONSTRUCTION NOTES:

1. NO BOLT THREADS TO PROTRUDE MORE THAN 1/2".
2. FILL ALL HOLES LEFT IN POLE FROM REARRANGEMENT OF CLIMBERS.
3. ALL CLIMB STEPS NEXT TO CONDUIT SHALL HAVE EXTENDED STEPS.
4. CABLE NOT TO IMPEDE 15" CLEAR SPACE OFF POLE FACE.
5. 90° SHORT SWEEP UNDER ANTENNA ARM. ALL CABLES MUST ONLY TRANSITION ON THE INSIDE OR BOTTOM OF ARMS (NO CABLE ON TOP OF ARMS).
6. USE CABLE CLAMPS TO SECURE CABLE TO ARMS; PLACE 2" CARRIER ID TAGS ON BOTH SIDE OF ARMS.
7. USE 90° CONNECTOR AT CABLE CONNECTION TO ANTENNAS.
8. USE 1/2" CABLE ON ANTENNAS UNLESS OTHERWISE SPECIFIED.
9. FILL VOID AROUND CABLES AT CONDUIT OPENING WITH FOAM SEALANT TO PREVENT WATER INTRUSION.

VERIZON WIRELESS CONSTRUCTION NOTES:

1. CONTRACTOR IS TO FOLLOW THE MOST CURRENT VZW STANDARDS DOCUMENTS PROVIDED TO COMPLETE THIS INSTALLATION.
2. CONTRACTOR SHALL COMPLETE VZW PROVIDED "SMALL CELL SWEEP REPORT" WITH ALL INFORMATION FILLED IN ACCURATELY AND COMPLETELY.
3. CONTRACTOR TO REFER TO THE MOST CURRENT VZW STANDARDS FOR APPROVED "PIM" TEST EQUIPMENT AND GUIDELINES.
4. CONTRACTOR IS TO USE BATTERY POWERED "PIM" EQUIPMENT TO VALIDATE THE FINAL LOCATION OF THE JUMPER AND ANTENNA ARE FREE OF INTERNAL AND EXTERNAL "PIM" SOURCES.
5. CONTRACTOR SHALL PROVIDE AT LEAST ONE TECHNICAL LEAD THAT IS CERTIFIED AND PROFICIENT IN EXECUTING, INTERPRETING AND RECORDING "PIM" MEASUREMENTS.

PREPARED FOR:

verizon

PREPARED BY:

TeleCAD
Wireless

1961 NORTHPOINT BLVD, SUITE 130
HIXSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

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DRAWN BY:

MDR

CHECKED BY:

CTD

REVISIONS

NO.	DATE	BY	DESCRIPTION
0	06/17/20	JCJ	CONSTRUCTION ISSUE
A	06/17/20	MDR	PRELIMINARY REVIEW

ENGINEER'S STAMP:



NOT VALID WITHOUT P.E. STAMP & SIGNATURE

SITE NAME: 40201

ADDRESS:
1000 HURON RIVER DR
YPSILANTI, MI 48197

COUNTY:
WASHTENAW

LATITUDE:
42° 15' 19.188" N

LONGITUDE:
83° 37' 20.280" W

DESIGN TYPE:
RAWLAND

SHEET TITLE:

GENERAL NOTES

DRAWING NO.

GN1

REVISION:

0

NOTES:

- 1. THIS DRAWING IS BASED ON AERIAL IMAGERY AND FIELD OBSERVATIONS. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- 2. THE PROPOSED USE DOES NOT REQUIRE FULL OR PART TIME EMPLOYEES AT THE SITE.
- 3. FOR GENERAL SITE WORK NOTES, SEE SHEET GN1.
- 4. ALL NORTH ARROWS ON SITE PLANS ARE TRUE NORTH, UNLESS OTHERWISE SPECIFIED.
- 5. OPEN CUT CONSTRUCTION THROUGH EXISTING PAVEMENT, I.E. ROADWAYS, PARKING AREAS, SIDEWALKS WILL NOT BE ALLOWED. CONSTRUCTION UNDER EXISTING PAVEMENTS WILL BE REQUIRED TO BE INSTALLED WITH DIRECTIONAL BORING TECHNIQUE.
- 6. RIGHT OF WAY INFORMATION ACQUIRED FROM GIS.

LEGEND

OVERHEAD UTILITIES	_____	CATCH BASIN	⌘
UNDERGROUND POWER	_____	STREET SIGN	—
OVERHEAD POWER	— DHP —	4 WAY STREET SIGN	+
UNDERGROUND TELCO	_____	UTILITY POLE	⊗
OVERHEAD TELCO	— DHT —	LIGHT POLE	⊙
GAS LINE	— GAS —	WATER VALVE	⌘
FENCE	— x — x — x —	MANHOLE	⊗
WOOD FENCE	— o — o — o —	GAS VALVE	⊗
SEWER LINE	— SWR —	FIRE HYDRANT	⊗
WATER LINE	— WTR —	TELCO PEDESTAL	⌘
HYBRID CABLE	— HYB —	ELECTRICAL BOX	⌘
HIGH VOLTAGE POWER	— HVP —		
FIBER	— FBR —		
RIGHT-OF-WAY	— RDW —		
PROPERTY LINE	— PL —		

UTILITY NOTE:

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

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PREPARED BY:



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HIXSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

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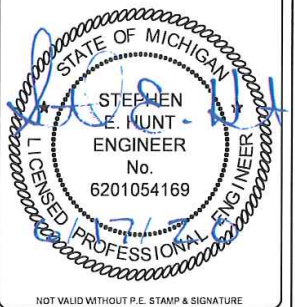
CHECKED BY:

CTD

REVISIONS

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A	06/17/20	MDR	PRELIMINARY REVIEW

ENGINEER'S STAMP:



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40201

ADDRESS:

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YPSILANTI, MI 48197

COUNTY:

WASHTENAW

LATITUDE:

42° 15' 19.188" N

LONGITUDE:

83° 37' 20.280" W

DESIGN TYPE:

RAWLAND

SHEET TITLE:

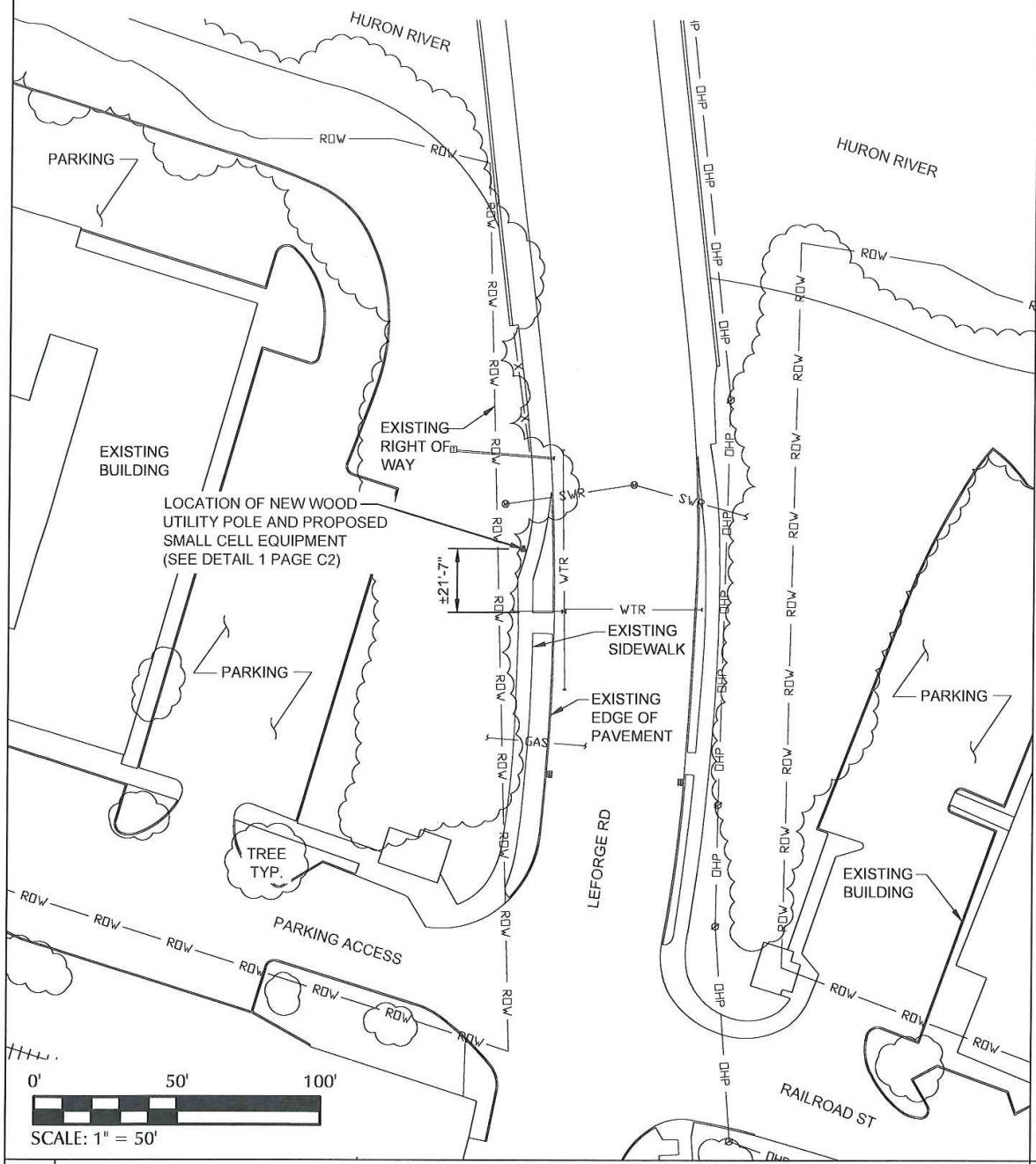
SITE LAYOUTS

DRAWING NO.

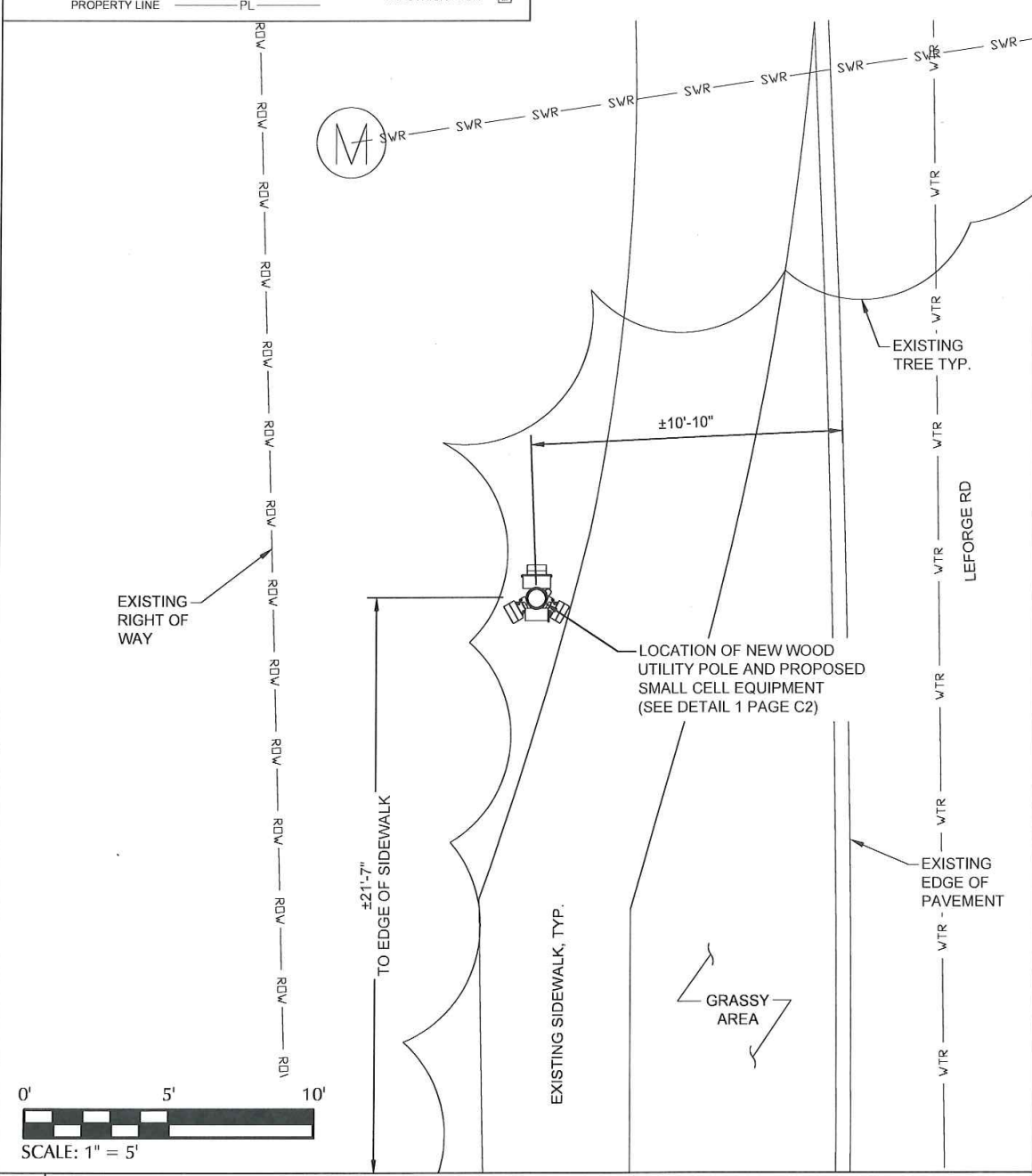
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REVISION:

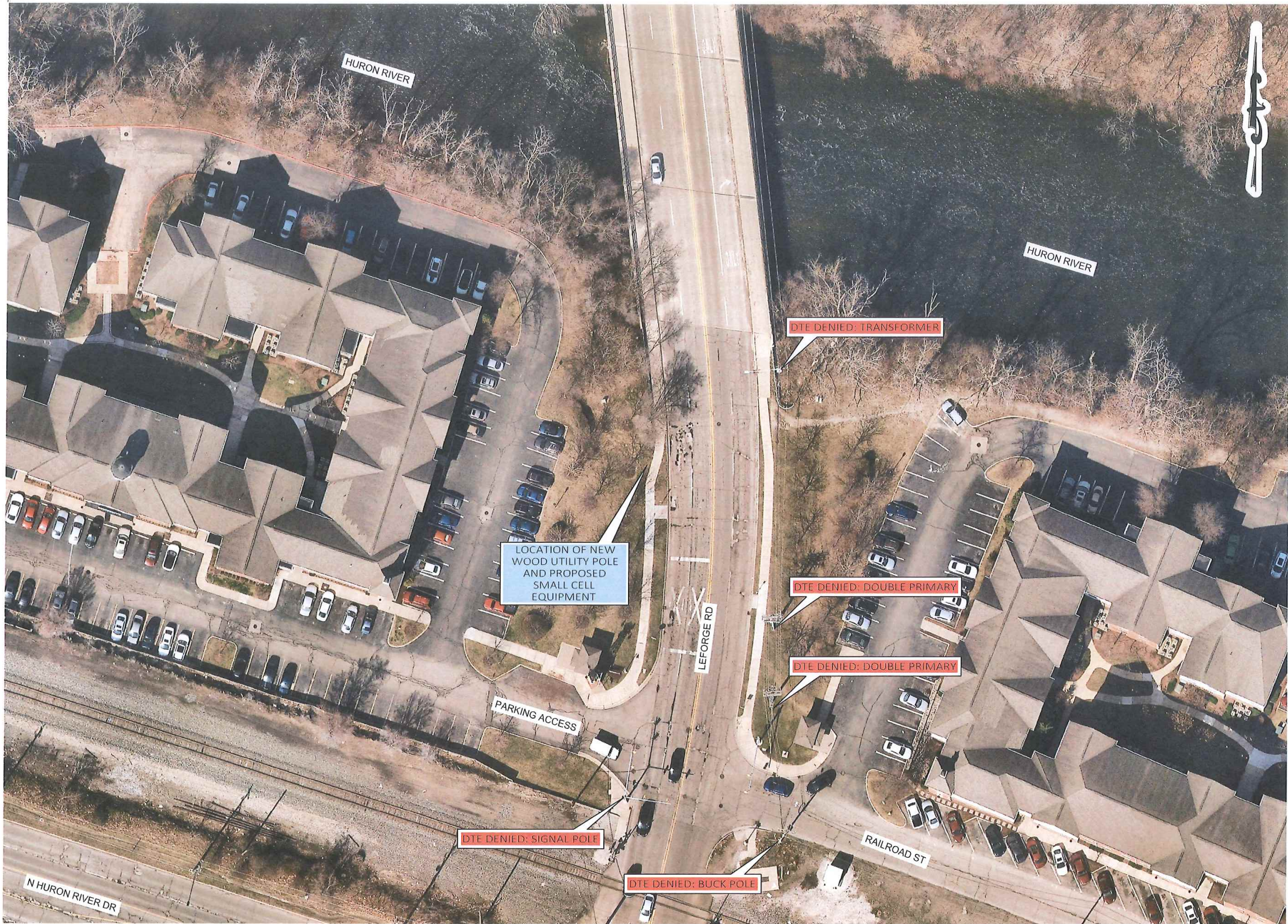
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1 OVERALL SITE LAYOUT



2 ENLARGED SITE LAYOUT



PREPARED FOR:

verizon

PREPARED BY:

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Wireless

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YPSILANTI, MI 48197

COUNTY:
WASHTENAW

LATITUDE:
42° 15' 19.188" N

LONGITUDE:
83° 37' 20.280" W

DESIGN TYPE:
RAWLAND

SHEET TITLE:
SITE LAYOUT -
AERIAL IMAGERY

DRAWING NO. C1A
REVISION: 0

1 | OVERALL SITE LAYOUT - AERIAL IMAGERY

CONTRACTOR TO OBTAIN
LATEST RFDS FROM VERIZON
PRIOR TO CONSTRUCTION.

40" MIN. CLEARANCE
BELOW NEW TRIPLEX
SERVICE

REFER TO RFDS FOR SMALL
CELL AZIMUTHS

NOTICE



Transmitting Antenna(s)
Radio frequency fields beyond
this point MAY EXCEED the FCC
General Population exposure
limit.
Obey all posted signs and
site guidelines.
Call Verizon at 1-800-264-6620
PRIOR to working beyond this
point.
Site ID/ PSLC: 544741 (40201)



6"x7.5" VERTICAL
RF NOTICE SIGN
TYPICAL OF 2

PROPOSED ERICSSON
6701 ANTENNA
(SEE DETAIL 1 PAGE C5)

5'-0"
MIN.

NEW WOOD UTILITY
POLE

PROPOSED RISER
AND WEATHER HEAD,
TRIPLEX SERVICE
PROVIDED BY
OTHERS

PROPOSED 120/240V GE
TG3223R DISCONNECT BOX

PROPOSED NEMA 3R
120/240V 100A
6 POSITION PANEL

PROPOSED U-GUARD

PROPOSED POLE
MOUNTED CFIT BOX
(SEE DETAIL 2 PAGE C5)

PRE-ASSEMBLE
DISCONNECT AND
BREAKER BOX ON
THINSTRUT

10'-0"

FINISH GRADE

30'-0"
WEATHERHEAD

39'-0"
ANTENNA CENTERLINE

40'-0"
TOP OF POLE



IN CASE OF EMERGENCY
CALL 1-800-852-2671

SITE DESIGNATION: 40201

INSTALL ON BREAKER PANEL

1 POLE ELEVATION

N.T.S.

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Wireless

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WASHTENAW

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42° 15' 19.188" N

LONGITUDE:
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DESIGN TYPE:
RAWLAND

SHEET TITLE:

POLE ELEVATION

DRAWING NO.

C2

REVISION:

0

POLE ATTACHED EQUIPMENT	
EQUIPMENT	VOLUME (CU-FT)
6701 ANTENNA	0.46
6701 ANTENNA	0.46
6701 ANTENNA	0.46
TOTAL IN CU-FT	1.38

POLE ANCILLARY EQUIPMENT	
EQUIPMENT	VOLUME (CU-FT)
6 POSITION PANEL	0.80
DISCONNECT	0.57
CFIT BOX	0.60
TOTAL IN CU-FT	1.97

PREPARED FOR:



PREPARED BY:



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PH: 423-843-9500
FAX: 423-843-9509

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REVISIONS

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COUNTY:
WASHTENAW

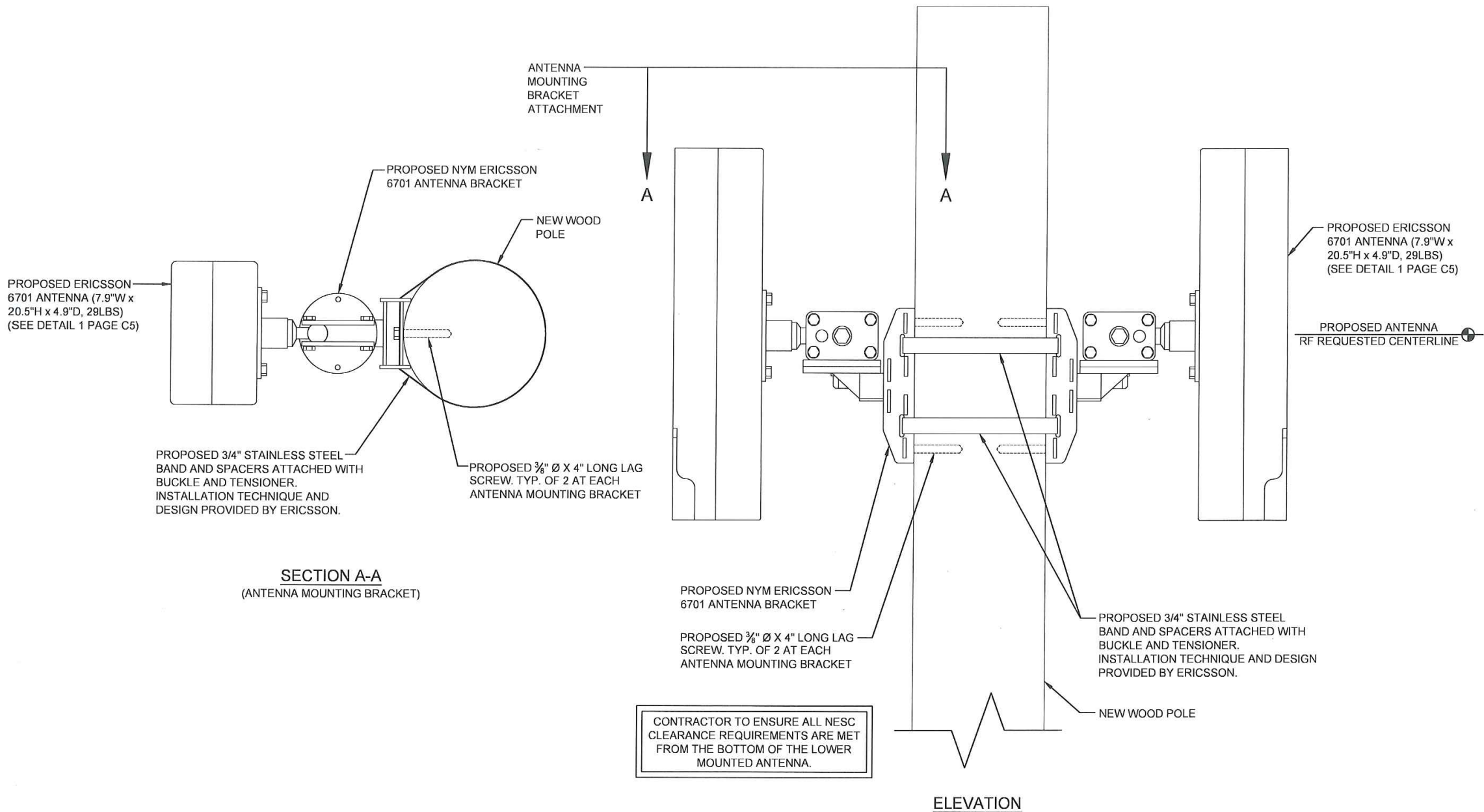
LATITUDE:
42° 15' 19.188" N

LONGITUDE:
83° 37' 20.280" W

DESIGN TYPE:
RAWLAND

SHEET TITLE:
SITE DETAILS

DRAWING NO. C3	REVISION: 0
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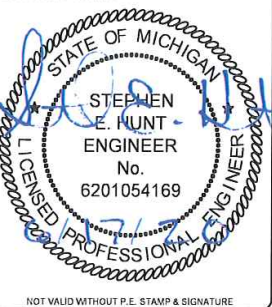
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83° 37' 20.280" W

DESIGN TYPE:
RAWLAND

SHEET TITLE:

SITE DETAILS

DRAWING NO.

C4

REVISION:

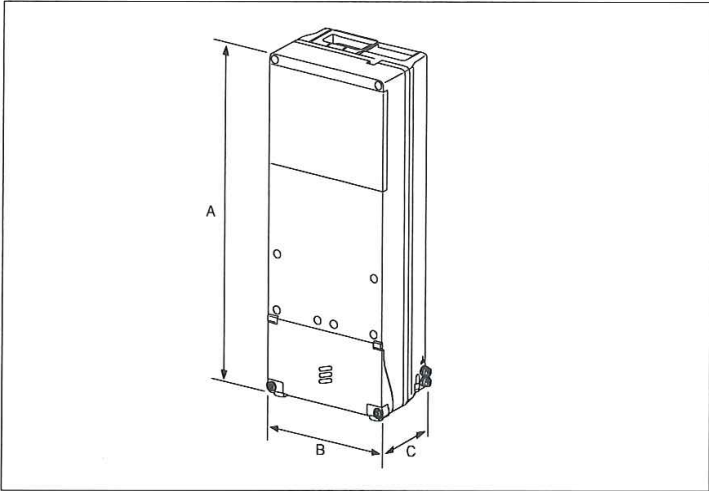
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N.T.S.

Technical Data

Description	Value
Frequency	N261 (27.5–28.35 GHz)
Number of carriers	Config mode 2: Up to 8 Config mode 1: Up to 16
Operating bandwidth	Config mode 2: 800 MHz Config mode 1: 1600 MHz
Component carrier bandwidth	50MHz, 100 MHz
EIRP ⁽¹⁾	Config mode 2: 53 dBm per RF beam in boresight , 56 dBm per radio Config mode 1: 47 dBm per RF beam in boresight , 53 dBm per radio
EIS_REFSENS_50M	Config mode 2: -109 dBm Config mode 1: -106 dBm

(1) The MaxTxPower can be configured up to 10 dB lower than the stated EIRP without product performance being degraded. If the MaxTxPower is configured lower than the given power limit here, significant performance degradation will occur.

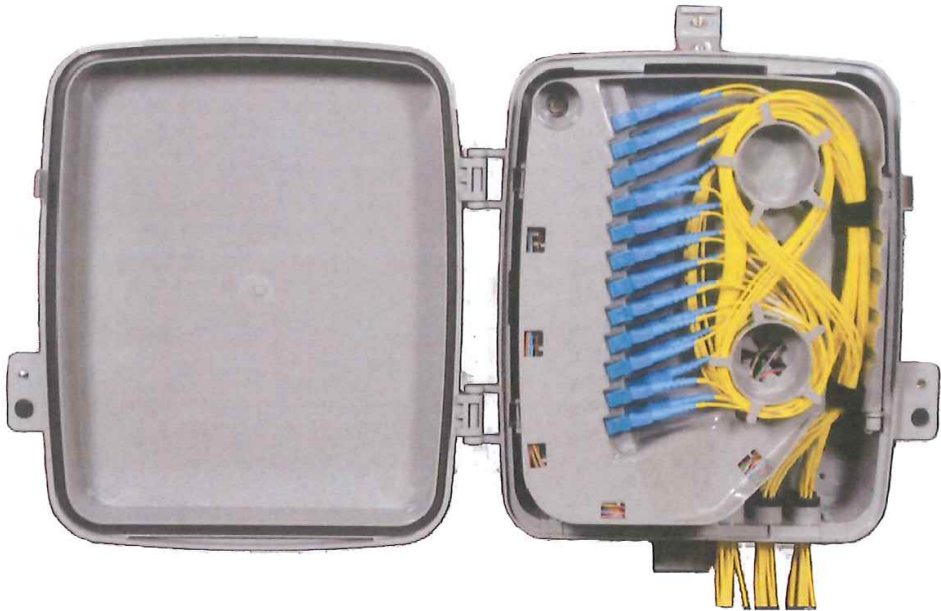


Dimensions, Weight, and Color

Dimensions	
Height (A)	511 mm
Width (B)	200 mm
Depth (C)	125 mm
Weight	14 kg
Color	Gray
Reference number: NCS S 1002-B	

CFIT BOX

PART CODE: CFIT-C48D4LHXVZ
DESIGNED BY CHARLES INDUSTRIES



PRODUCT SPECIFICATIONS

TECHNICAL SPECIFICATIONS	
HEIGHT (PANEL ONLY)	15 in.
DEPTH, BASE (FRONT TO BACK)	5.5 in.
WIDTH	12 in.
WEIGHT	4 lbs.
CONSTRUCTION	RUGGED UL94-5VA GRAY POLYCARBONATE
SUPPORTED FIBER CONNECTOR TYPES	SC, LC or MPO
COMPLIANCE	DESIGNED TO MEET GR-950, GR2898, NEMA 4, IP66
SPLICING CAPACITY	UP TO THREE (3) 4"x6" HINGED SPLICE TRAYS ON FEED FIBER SIDE.
BULKHEAD CAPACITY	24 SC ADAPTERS

PREPARED FOR:

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PREPARED BY:

TeleCAD
Wireless

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ENGINEER'S STAMP:



SITE NAME: 40201
ADDRESS: 1000 HURON RIVER DR
YPSILANTI, MI 48197
COUNTY: WASHTENAW
LATITUDE: 42° 15' 19.188" N
LONGITUDE: 83° 37' 20.280" W
DESIGN TYPE: RAWLAND

SHEET TITLE:
EQUIPMENT DETAILS

DRAWING NO.	REVISION:
C5	0

1 6701 ANTENNA

N.T.S.

2 CFIT BOX

N.T.S.

ELECTRICAL NOTES:

- 1. PROVIDE AND INSTALL WARNING TAPE FOR ELECTRIC SERVICE CONDUIT 18" ABOVE CONDUITS.
- 2. CONTRACTOR TO PAY FOR THE SERVICE AS DIRECTED BY THE MUNICIPALITY.
- 3. CONTRACTOR TO USE PVC SCH 80 CONDUIT WHERE CONDUITS CROSS ACCESS ROADS.
- 4. CONTRACTOR SHALL COORDINATE WITH ELECTRIC COMPANY FOR SERVICES.
- 5. CONTRACTOR TO PAY ALL FEES FOR SERVICES REQUIRED.
- 6. CONTRACTOR TO BE ADVISED THAT EXISTING UNDERGROUND CONDUITS, GROUND CABLES EXIST. DIG WITH CAUTION.
- 7. CONTRACTOR TO VERIFY POWER AND TELCO LB LOCATIONS AND FLEX CONDUIT SIZE AND ROUTING TO THE EQUIPMENT WITH MANUFACTURER'S DRAWINGS.
- 8. OPEN CUT CONSTRUCTION THROUGH EXISTING PAVEMENT, I.E. ROADWAYS, PARKING AREAS, SIDEWALKS WILL NOT BE ALLOWED. CONSTRUCTION UNDER EXISTING PAVEMENTS WILL BE REQUIRED TO BE INSTALLED WITH DIRECTIONAL BORING TECHNIQUE.

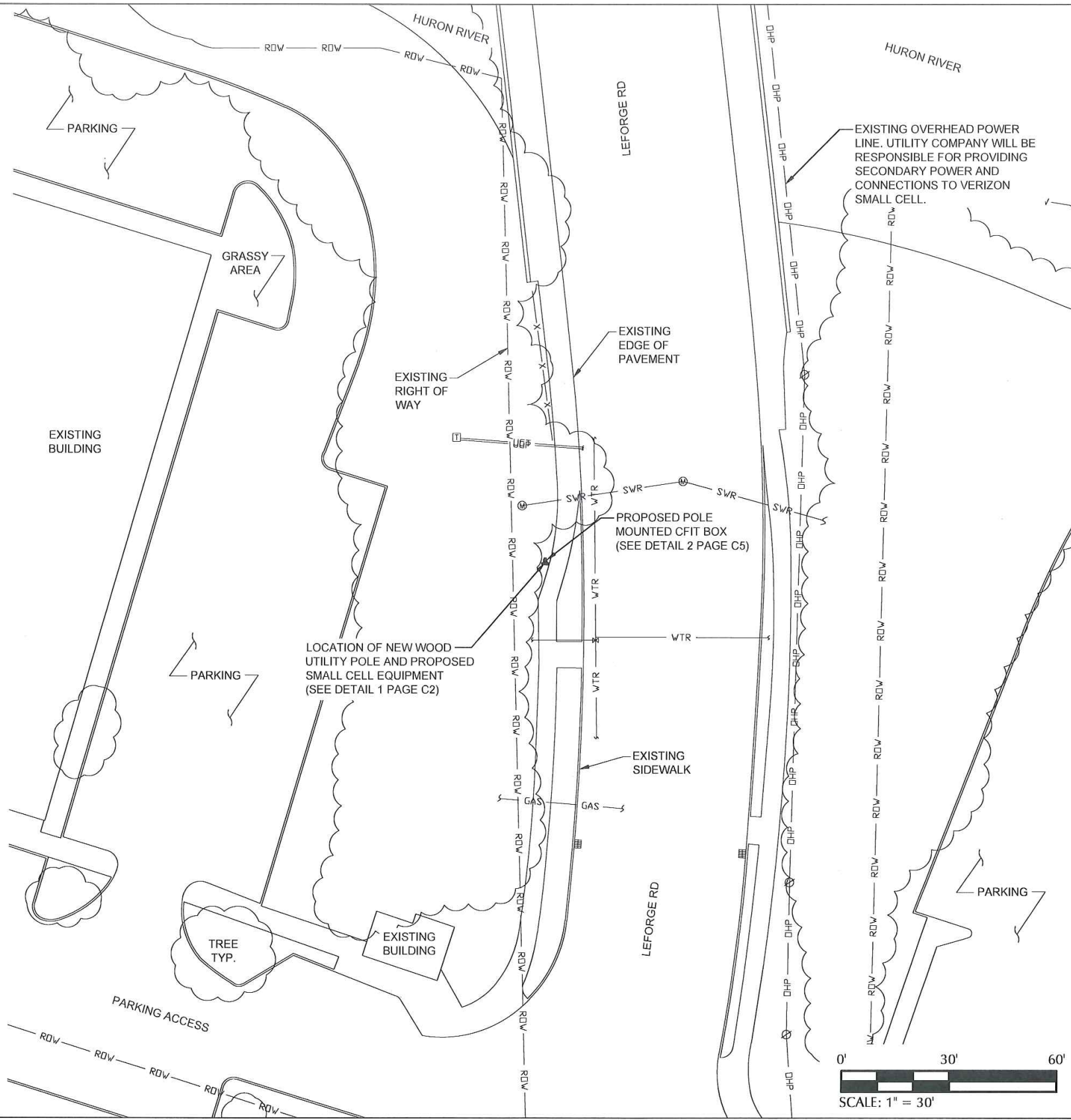
UTILITY NOTES:

- 1. ALL POWER CONDUITS ABOVE GRADE, SWEEPS, & ELBOWS TO BE PVC SCH 40.

STANDARD POWER SUPPLY FOR THE SMALL CELL NODES IS A 100 AMP 120/240 VOLT SINGLE PHASE SERVICE

SERVICE CONDUCTOR MAXIMUM DISTANCE CHART (BASED ON 80 AMP MAX. CONTINUOUS LOAD)			
WIRE SIZE	ALUMINUM 120V	COPPER 120V	CONDUIT SIZE
3 AWG	55'	90'	1" MIN
2 AWG	70'	115'	1 1/4" MIN
1 AWG	85'	145'	1 1/4" MIN
1/0 AWG	110'	180'	1 1/2" MIN
2/0 AWG	140'	230'	1 1/2" MIN
3/0 AWG	175'	290'	2" MIN
4/0 AWG	220'	365'	2" MIN
250 KCMIL	265'	435'	2" MIN
300 KCMIL	315'	520'	2 1/2" MIN
350 KCMIL	370'	610'	2 1/2" MIN
400 KCMIL	420'	695'	2 1/2" MIN
500 KCMIL	530'	870'	3" MIN

LEGEND			
OVERHEAD UTILITIES	—	CATCH BASIN	▣
UNDERGROUND POWER	—	STREET SIGN	—
OVERHEAD POWER	DHP	4 WAY STREET SIGN	+
UNDERGROUND TELCO	—	UTILITY POLE	⊗
OVERHEAD TELCO	DHT	LIGHT POLE	⊙
GAS LINE	GAS	WATER VALVE	⊗
FENCE	-x-x-x-	MANHOLE	⊙
WOOD FENCE	-o-o-o-	GAS VALVE	⊗
SEWER LINE	SWR	FIRE HYDRANT	⊙
WATER LINE	WTR	TELCO PEDESTAL	T
HYBRID CABLE	HYB	ELECTRICAL BOX	E
HIGH VOLTAGE POWER	HVP		
FIBER	FBR		
RIGHT-OF-WAY	ROW		
PROPERTY LINE	PL		



PREPARED FOR:

PREPARED BY:

1961 NORTHPOINT BLVD, SUITE 130
HIXSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

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YPSILANTI, MI 48197

COUNTY: WASHTENAW

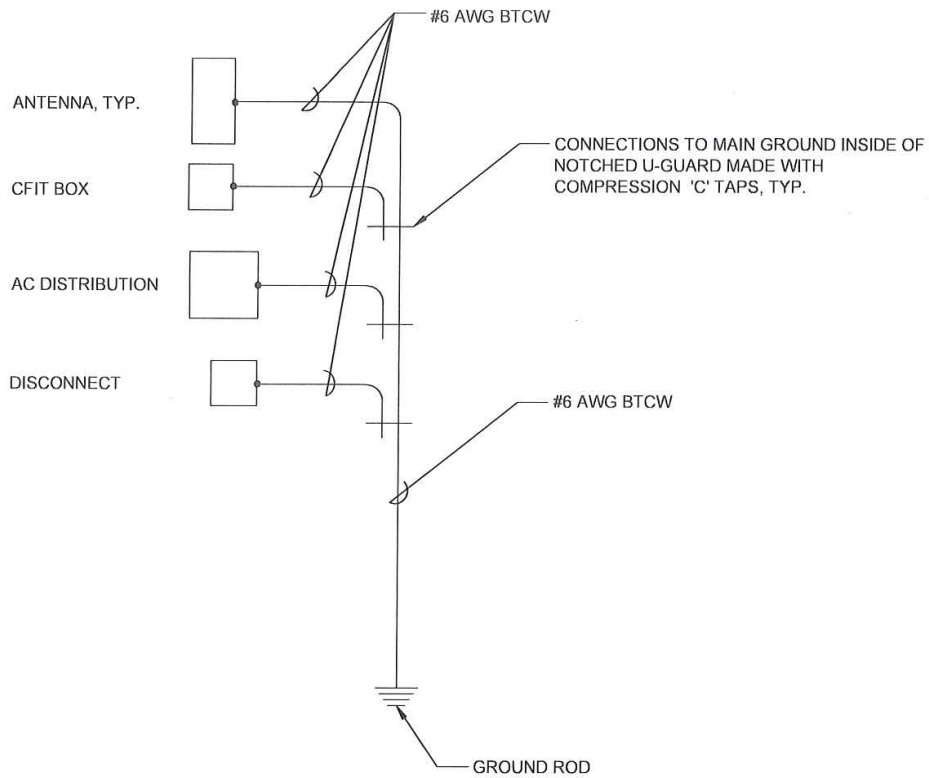
LATITUDE: 42° 15' 19.188" N

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DESIGN TYPE: RAWLAND

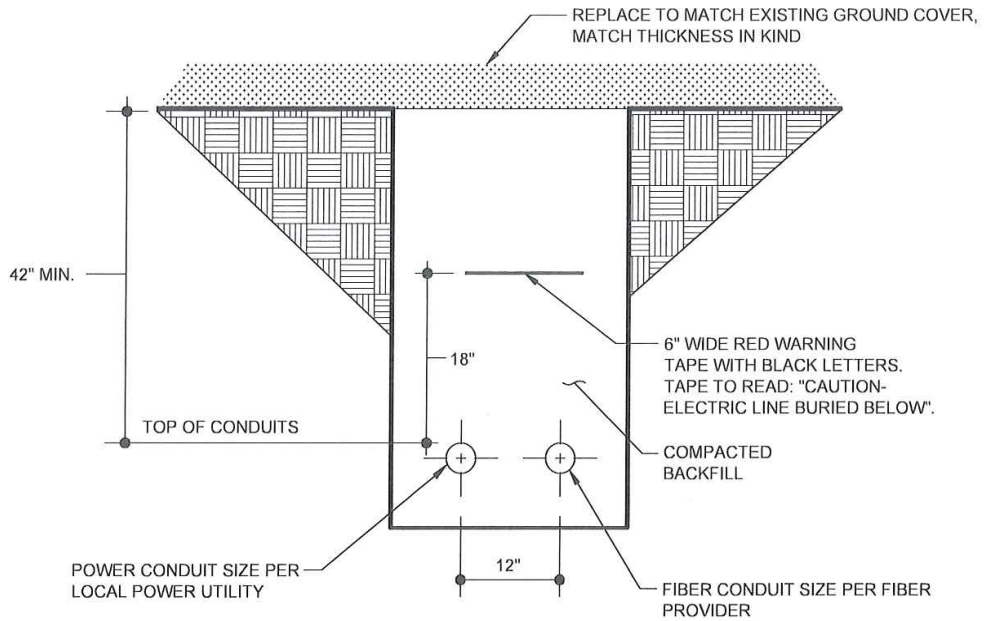
SHEET TITLE: UTILITY SITE PLAN

DRAWING NO.	REVISION:
E1	0



1 SINGLE POINT RADIAL GROUND DETAIL

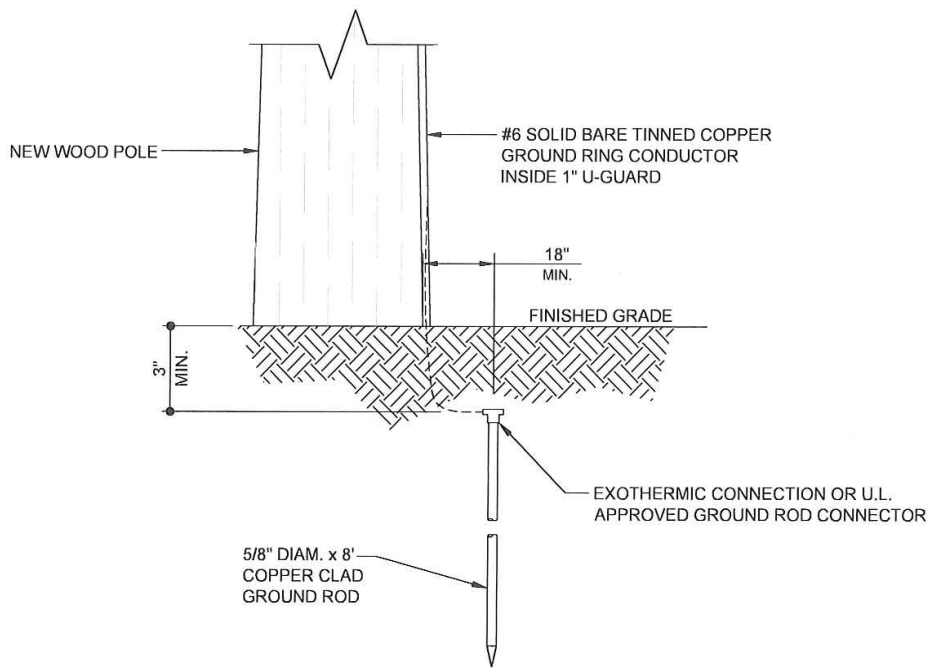
N.T.S.



NOTE: TYPICAL SPACING FOR ALL UNDERGROUND CONDUITS.

2 TRENCH DETAIL (IF REQUIRED)

N.T.S.



3 GROUND ROD DETAIL

N.T.S.

4 DETAIL NOT IN USE

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verizon

PREPARED BY:

TeleCAD
Wireless

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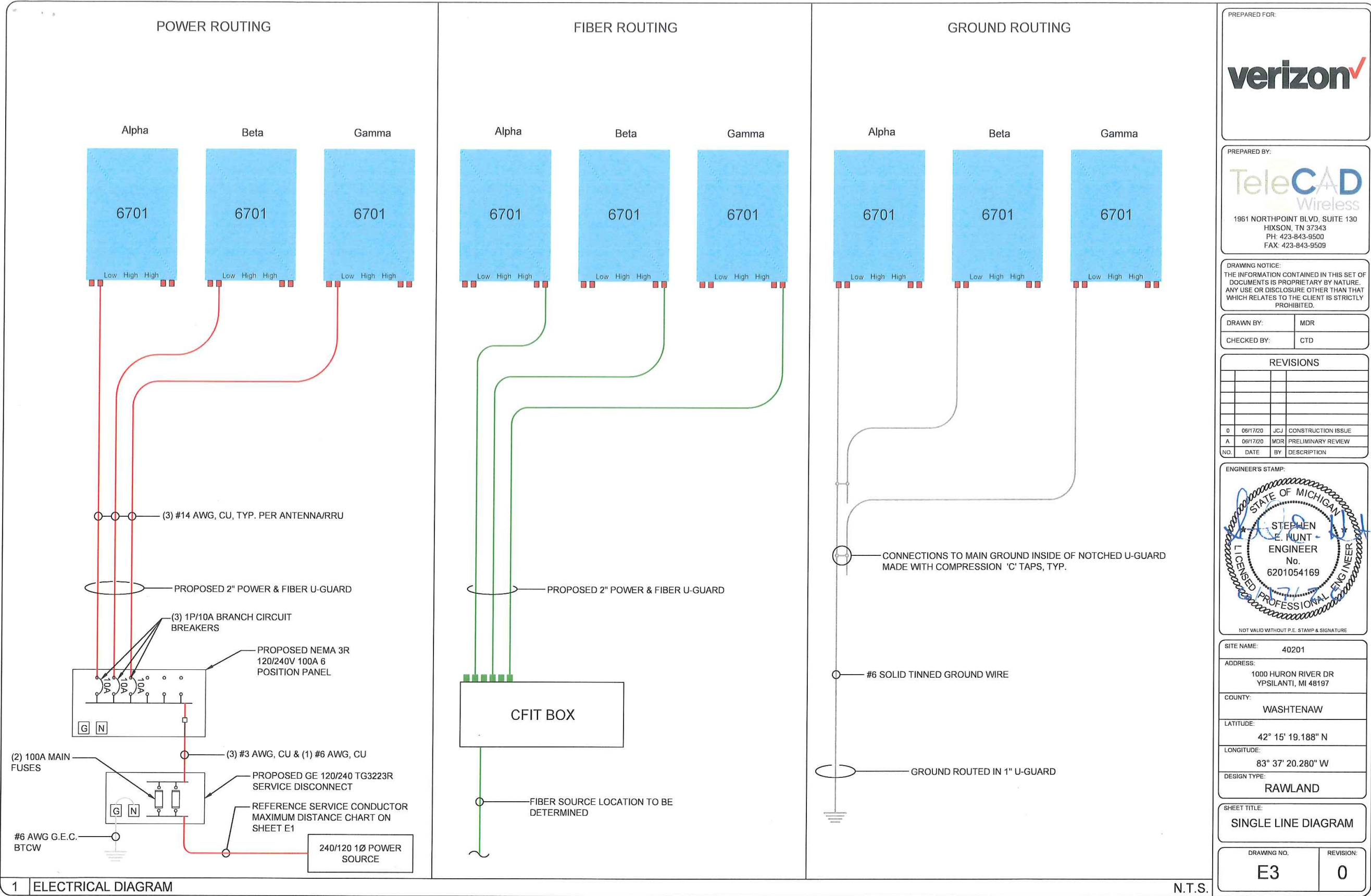
ELECTRICAL DETAILS

DRAWING NO.

E2

REVISION:

0



PROJECT SUMMARY

SITE NAME: 45528
SITE ADDRESS: 1205 CORNELL RD
(ESTIMATED) YPSILANTI, MI 48197
COUNTY: WASHTENAW
JURISDICTION: CITY OF YPSILANTI
SITE COORDINATES:
LATITUDE: 42° 15' 20.551" N
LATITUDE: 42.25571°
LONGITUDE: 83° 38' 3.406" W
LONGITUDE: -83.63428°
ELEVATION: ±772'-7"
PROPERTY DEFINITION: R.O.W.
FUZE PROJECT ID: 15899285
PSLC CODE: 577439
EXISTING POLE HEIGHT: 40'-7"



SITE NAME: 45528
PROPOSED SMALL CELL EQUIPMENT
ON AN EXISTING DTE POLE

NONSTANDARD DTE DEPLOYMENT, INSTALL
ANTENNAS TO EXACT ELEVATION ON RFDS.
TRIM DTE POLE TO TIP OF ANTENNA

SHEET INDEX

NO.	DESCRIPTION
T1	TITLE SHEET
GN1	GENERAL NOTES
C1	SITE LAYOUTS
C1A	SITE LAYOUT - AERIAL IMAGERY
C2	POLE ELEVATION
C3	SITE DETAILS
C4	SITE DETAILS
C5	EQUIPMENT DETAILS
E1	UTILITY SITE PLAN
E2	ELECTRICAL DETAILS
E3	SINGLE LINE DIAGRAM

PREPARED FOR:



PREPARED BY:



1961 NORTHPOINT BLVD, SUITE 130
HIXSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

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REVISIONS

NO.	DATE	BY	DESCRIPTION
1	08/28/20	JCJ	PRELIMINARY REVIEW
0	04/17/20	JSK	PRELIMINARY REVIEW
A	04/16/20	USE	PRELIMINARY REVIEW

ENGINEER'S STAMP:



SITE NAME: 45528
ADDRESS: 1205 CORNELL RD
YPSILANTI, MI 48197
COUNTY: WASHTENAW
LATITUDE: 42° 15' 20.551" N
LONGITUDE: 83° 38' 3.406" W
DESIGN TYPE: COLOCATION

SHEET TITLE:
TITLE SHEET

DRAWING NO. T1
REVISION: 1

VICINITY MAP



NOT TO SCALE

LOCATION MAP



NOT TO SCALE

SCOPE OF WORK

- INSTALLING EQUIPMENT
- CFIT BOX
- DISCONNECT
- CONNECTING ONSITE UTILITIES TO WIRELESS EQUIPMENT
- POWER AND FIBER PROVIDED BY OTHERS

STATE COUNTY MAP



STRUCTURAL REVIEW

STRUCTURAL ANALYSIS PERFORMED BY OTHERS.

SHEET SCALE FACTOR:
PLOT SIZE:
11" x 17": TO SCALE



1 (800) 482-7171
www.missdig.com
CONTRACTOR TO CALL MICHIGAN
ONE-CALL SYSTEMS AT LEAST 72 HOURS
PRIOR TO DIGGING.

GENERAL NOTES

1. THESE NOTES SHALL BE CONSIDERED A PART OF THE WRITTEN SPECIFICATIONS.
2. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED IN THE CONTRACT DOCUMENTS.
3. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTOR(S) SHALL VISIT THE JOB SITE(S) AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED PER THE CONTRACT DOCUMENTS. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE IMPLEMENTATION ENGINEER AND ARCHITECT/ENGINEER.
4. THE CONTRACTOR SHALL RECEIVE WRITTEN AUTHORIZATION TO PROCEED ON ANY WORK NOT CLEARLY DEFINED OR IDENTIFIED IN THE CONSTRUCTION DOCUMENTS BEFORE STARTING ANY WORK.
5. ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES INCLUDING APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS.
6. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH THE MANUFACTURER RECOMMENDATIONS. IF THESE RECOMMENDATIONS ARE IN CONFLICT WITH THE CONTRACT DOCUMENTS AND/OR APPLICABLE CODES OR REGULATIONS, REVIEW THE CONFLICT FOR DIRECTION WITH THE IMPLEMENTATION ENGINEER AND ARCHITECT/ENGINEER PRIOR TO PROCEEDING.
7. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES AND FOR COORDINATION OF ALL PORTIONS OF THE WORK UNDER THE CONTRACT INCLUDING CONTACT AND COORDINATION WITH THE IMPLEMENTATION TEAM AND WITH THE AUTHORIZED REPRESENTATIVE OF ANY OUTSIDE POLE OR PROPERTY OWNER. (BASE COMMANDER OR AUTHORIZED AGENT)
8. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, PAVING, CURBS, VEGETATION, GALVANIZED SURFACE OR OTHER EXISTING ELEMENTS AND UPON COMPLETION OF THE WORK, REPAIR ANY DAMAGE THAT OCCURRED DURING CONSTRUCTION TO THE SATISFACTION OF EXTENT.
9. KEEP THE GENERAL AREA CLEAN, HAZARD FREE AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION DAILY.
10. PLANS ARE INTENDED TO BE DIAGRAMMATIC ONLY AND SHOULD NOT BE SCALED UNLESS OTHERWISE NOTED. RELY ONLY ON ANNOTATED DIMENSIONS AND REQUEST INFORMATION IF ADDITIONAL DIMENSIONS ARE REQUIRED.
11. THE EXISTENCE AND LOCATION OF UTILITIES AND OTHER AGENCY'S FACILITIES ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. OTHER FACILITIES MAY EXIST BEYOND WHAT IS NOTED. CONTRACTOR SHALL VERIFY LOCATIONS PRIOR TO START OF CONSTRUCTION AND USE EXTREME CARE AND PROTECTIVE MEASURES TO PREVENT DAMAGE TO THESE FACILITIES. CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF UTILITIES OR OTHER AGENCY'S FACILITIES WITHIN THE LIMITS OF THE WORK, WHETHER THEY ARE IDENTIFIED IN THE CONTRACT DOCUMENTS OR NOT.
12. ALL MOUNTING HARDWARE SUCH AS BOLTS, NUTS, LAG SCREWS, CLEVIS, CONDUIT STRAPS, STAPLES, (ANYTHING EXPOSED AND CONNECTING EQUIPMENT TO THE POLE SHALL BE HOT DIPPED GALVANIZED, UNLESS OTHERWISE STATED)

DEFINITIONS

1. "TYPICAL" OR "TYP." MEANS THAT THIS ITEM IS VIRTUALLY IDENTICAL ACROSS SIMILAR CONDITIONS. "TYP." SHALL BE UNDERSTOOD TO MEAN "TYPICAL WHERE OCCURS" AND SHALL NOT BE CONSIDERED AS WITHOUT EXCEPTION OR CONSIDERATION OF SPECIFIC CONDITIONS.
2. "SIMILAR" MEANS COMPARABLE TO CHARACTERISTICS FOR CONDITION NOTED. VERIFY DIMENSIONS AND ORIENTATION ON PLAN.
3. "AS REQUIRED" MEANS AS REQUIRED BY REGULATORY REQUIREMENTS BY REFERENCED STANDARDS, BY EXISTING CONDITIONS, BY GENERALLY ACCEPTED CONSTRUCTION PRACTICE OR BY THE CONTRACT DOCUMENTS.
4. "ALIGN" MEANS ACCURATELY LOCATE FINISH FACES OF MATERIALS IN THE SAME PLANE.
5. THE TERM "VERIFY" OR "V.I.F" SHALL BE UNDERSTOOD TO MEAN VERIFY IN FIELD WITH ARCHITECT AND REQUIRES THAT THE CONTRACTOR CONFIRM INTENTION REGARDING NOTED CONDITION AND PROCEED ONLY AFTER RECEIVING DIRECTION.
6. WHERE THE WORDS "OR EQUAL" OR WORDS OF SIMILAR INTENT FOLLOW A MATERIAL SPECIFICATION, THEY SHALL BE UNDERSTOOD TO REQUIRE SIGNED APPROVAL OF ANY DEVIATION TO SAID SPECIFICATION PRIOR TO CONTRACTOR'S ORDERING OR INSTALLATION OF SUCH PROPOSED EQUAL PRODUCT.
7. FURNISH: SUPPLY ONLY, OTHERS TO INSTALL. INSTALL: INSTALL ITEMS FURNISHED BY OTHERS. PROVIDE: FURNISH AND INSTALL.

PROJECT SPECIFIC NOTES

1. THIS SET IS PROVIDED TO ILLUSTRATE THE EXPECTED SCOPE OF DRAWINGS, QUALITY OF DRAWINGS AND EXTENT GRAPHIC STANDARDS. NOTES ARE FOR A&E CONTRACTOR REFERENCE TO HELP CLARIFY THE SCOPE. ADDITIONAL DRAWINGS MAY BE REQUIRED TO MEET THE REQUIREMENTS OF A GIVEN BASE. ALL EXAMPLES SHOWN ARE FOR REFERENCE ONLY AND ANY NOTES, DETAILS, CALCULATIONS OR OTHER WORK NEEDS TO BE COMPLETED OR CONFIRMED BY THE CONTRACTOR GENERATING THE DRAWINGS IN CONSTRUCTION DOCUMENTS.
2. THIS SET IS TO BE PRINTED AT 11" x 17". IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM THIS SIZE IS ACCEPTABLE BY THE BASE AND TO PROVIDE A LARGER STANDARD SIZE IF REQUIRED.
3. IT IS THE RESPONSIBILITY OF THE ENGINEER TO CONFIRM ALL WORK SHOWN IS IN COMPLIANCE WITH BASE AND FEDERAL CODES. DRAWINGS SHOWN WITHIN THIS SET ARE SAMPLES AND MAY NOT REFLECT ALL OF THE REQUIRED ELEMENTS, CLEARANCES OR OTHER ITEMS OF ASSEMBLIES NEEDED TO BE CODE COMPLIANT IN THE PARTICULAR MUNICIPALITY THE NODE IS LOCATED WITHIN.

GROUND CONSTRUCTION NOTES:

1. 120/240V POWER REQUIRED FOR 3-WIRE SERVICE.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH FEDERAL STANDARDS AND REGULATIONS AS WELL AS NEC.
3. CALL MICHIGAN ONE CALL 72 HOURS PRIOR TO EXCAVATING AT (800) 482-7171.
4. ALL LANDSCAPING TO BE RESTORED TO ORIGINAL CONDITION OR BETTER.
5. ALL EQUIPMENT TO BE BONDED.
6. METERING CABINET (IF INSTALLED) REQUIRES 3' CLEARANCE AT DOOR OPENING.

STANDARD GROUNDING NOTES:

1. GROUND TESTED AT 25 OHMS OR LESS.
2. 5/8" x 8' RODS, CAD WELD OR UL LISTED DIRECT BURY CLAMP BELOW GRADE.
3. #6 GROUND AND BOND WIRE.
4. MOLDING, STAPLED EVERY 1' AND AT EACH END.
5. GROUND RODS 18" FROM POLE.

STANDARD CONDUIT NOTES:

1. FOR UNDERGROUND CONDUIT AND ABOVE GRADE RISERS USE SCHEDULE 40.
2. IF DIRECTIONAL BORING PLACE 1-1/4" SDR-11 GRAY CONDUIT FOR UNDERGROUND POWER APPLICATIONS.
3. IF TRENCHING, PLACE PVC SCH 40 CONDUIT PER TABLE ON SHEET E1 FOR UNDERGROUND POWER APPLICATIONS.
4. RISERS TO BE ATTACHED TO POLE WITH STANDARD STRAPS AND LAG SCREWS.
5. RISER STRAPS TO BE INSTALLED EVERY 5'.
6. CONDUIT UNDER 1" MAY BE ATTACHED WITH GROUND WIRE MOLDING STAPLES.
7. ALL CONDUIT WILL BE PROOFED WITH A MANDREL AND EQUIPPED WITH PULL ROPE OR MULE TAPE.

STANDARD TRENCHING NOTES:

1. MAINTAIN 42" MINIMUM COVER FOR ELECTRICAL CONDUIT.
2. MAINTAIN 42" MINIMUM COVER FOR COMMUNICATION CONDUIT.
3. IN STREET SLURRY TO GRADE AND MILL DOWN 1-1/2" FOR AC CAP.
4. IN DIRT SLURRY 18" FROM GRADE AND FILL WITH 95% COMPACTION NATIVE SOIL FOR BALANCE.
5. PLACE WARNING TAPE IN TRENCH 18" ABOVE ALL CONDUITS AND #18 WARNING TAPE ABOVE GROUND EQUIPMENT.

UTILITY POLE CONSTRUCTION NOTES:

1. NO BOLT THREADS TO PROTRUDE MORE THAN 1/2".
2. FILL ALL HOLES LEFT IN POLE FROM REARRANGEMENT OF CLIMBERS.
3. ALL CLIMB STEPS NEXT TO CONDUIT SHALL HAVE EXTENDED STEPS.
4. CABLE NOT TO IMPEDE 15" CLEAR SPACE OFF POLE FACE.
5. 90° SHORT SWEEP UNDER ANTENNA ARM. ALL CABLES MUST ONLY TRANSITION ON THE INSIDE OR BOTTOM OF ARMS (NO CABLE ON TOP OF ARMS).
6. USE CABLE CLAMPS TO SECURE CABLE TO ARMS; PLACE 2" CARRIER ID TAGS ON BOTH SIDE OF ARMS.
7. USE 90° CONNECTOR AT CABLE CONNECTION TO ANTENNAS.
8. USE 1/2" CABLE ON ANTENNAS UNLESS OTHERWISE SPECIFIED.
9. FILL VOID AROUND CABLES AT CONDUIT OPENING WITH FOAM SEALANT TO PREVENT WATER INTRUSION.

VERIZON WIRELESS CONSTRUCTION NOTES:

1. CONTRACTOR IS TO FOLLOW THE MOST CURRENT VZW STANDARDS DOCUMENTS PROVIDED TO COMPLETE THIS INSTALLATION.
2. CONTRACTOR SHALL COMPLETE VZW PROVIDED "SMALL CELL SWEEP REPORT" WITH ALL INFORMATION FILLED IN ACCURATELY AND COMPLETELY.
3. CONTRACTOR TO REFER TO THE MOST CURRENT VZW STANDARDS FOR APPROVED "PIM" TEST EQUIPMENT AND GUIDELINES.
4. CONTRACTOR IS TO USE BATTERY POWERED "PIM" EQUIPMENT TO VALIDATE THE FINAL LOCATION OF THE JUMPER AND ANTENNA ARE FREE OF INTERNAL AND EXTERNAL "PIM" SOURCES.
5. CONTRACTOR SHALL PROVIDE AT LEAST ONE TECHNICAL LEAD THAT IS CERTIFIED AND PROFICIENT IN EXECUTING, INTERPRETING AND RECORDING "PIM" MEASUREMENTS.

PREPARED FOR:

verizon

PREPARED BY:

TeleCAD
Wireless

1961 NORTHPOINT BLVD, SUITE 130
HIXSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

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0	04/17/20	JSK	PRELIMINARY REVIEW
A	04/16/20	USE	PRELIMINARY REVIEW

ENGINEER'S STAMP:



SITE NAME: 45528
ADDRESS: 1205 CORNELL RD
YPSILANTI, MI 48197
COUNTY: WASHTENAW
LATITUDE: 42° 15' 20.551" N
LONGITUDE: 83° 38' 3.406" W
DESIGN TYPE: COLOCATION

SHEET TITLE:
GENERAL NOTES

DRAWING NO. GN1
REVISION: 1

NOTES:

- 1. THIS DRAWING IS BASED ON AERIAL IMAGERY AND FIELD OBSERVATIONS. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- 2. THE PROPOSED USE DOES NOT REQUIRE FULL OR PART TIME EMPLOYEES AT THE SITE.
- 3. FOR GENERAL SITE WORK NOTES, SEE SHEET GN1.
- 4. ALL NORTH ARROWS ON SITE PLANS ARE TRUE NORTH, UNLESS OTHERWISE SPECIFIED.
- 5. OPEN CUT CONSTRUCTION THROUGH EXISTING PAVEMENT, I.E. ROADWAYS, PARKING AREAS, SIDEWALKS WILL NOT BE ALLOWED. CONSTRUCTION UNDER EXISTING PAVEMENTS WILL BE REQUIRED TO BE INSTALLED WITH DIRECTIONAL BORING TECHNIQUE.
- 6. RIGHT OF WAY INFORMATION ACQUIRED FROM GIS.

LEGEND

OVERHEAD UTILITIES	DHU	CATCH BASIN	CB
UNDERGROUND POWER	UGP	STREET SIGN	SS
OVERHEAD POWER	DHP	4 WAY STREET SIGN	4WS
UNDERGROUND TELCO	UGT	UTILITY POLE	UP
OVERHEAD TELCO	DHT	LIGHT POLE	LP
GAS LINE	GAS	WATER VALVE	WV
FENCE	F	MANHOLE	M
WOOD FENCE	WF	GAS VALVE	GV
SEWER LINE	SVR	FIRE HYDRANT	FH
WATER LINE	WTR	TELCO PEDESTAL	TP
HYBRID CABLE	HYB	ELECTRICAL BOX	EB
HIGH VOLTAGE POWER	HVP		
FIBER	FBR		
RIGHT-OF-WAY	RDW		
PROPERTY LINE	PL		

UTILITY NOTE:

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

PREPARED FOR:



PREPARED BY:



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HIXSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

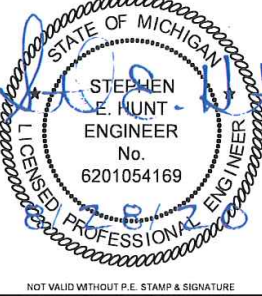
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ENGINEER'S STAMP:



SITE NAME: 45528

ADDRESS:
1205 CORNELL RD
YPSILANTI, MI 48197

COUNTY: WASHTENAW

LATITUDE: 42° 15' 20.551" N

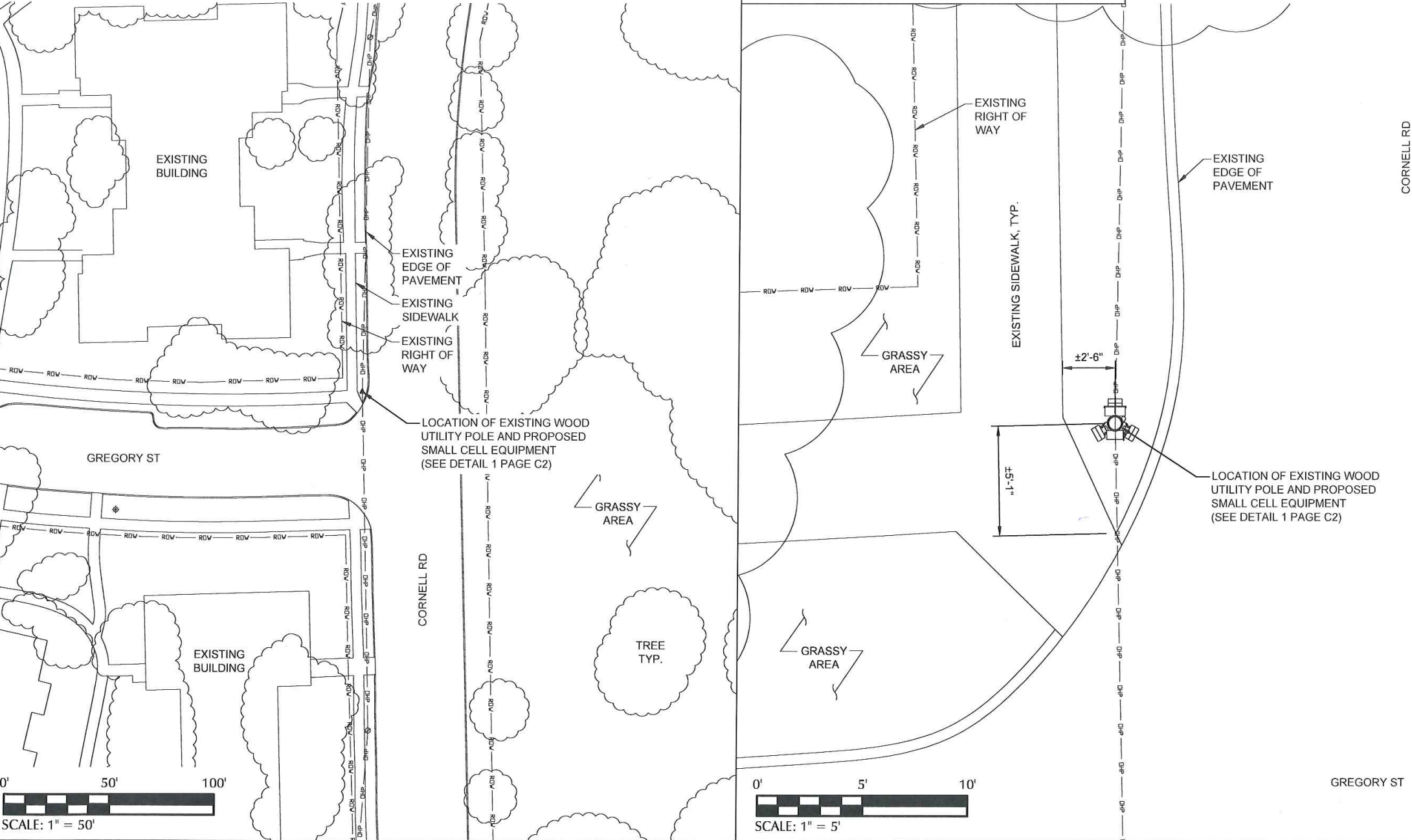
LONGITUDE: 83° 38' 3.406" W

DESIGN TYPE: COLOCATION

SHEET TITLE:

SITE LAYOUTS

DRAWING NO.	REVISION:
C1	1



1 OVERALL SITE LAYOUT

2 ENLARGED SITE LAYOUT



1 OVERALL SITE LAYOUT - AERIAL IMAGERY

PREPARED FOR:



PREPARED BY:



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DESIGN TYPE: COLOCATION

SHEET TITLE:
SITE LAYOUT -
AERIAL IMAGERY

DRAWING NO. C1A
REVISION: 1

CONTRACTOR TO OBTAIN
LATEST RFDS FROM VERIZON
PRIOR TO CONSTRUCTION.

MAINTAIN A MIN. OF 3'-0"
CLEARANCE BETWEEN
DISCONNECT BOX AND ANY
COMM LINES

40" MIN. CLEARANCE
BELOW NEW TRIPLEX
SERVICE

5'-0" MIN. CLEARANCE ABOVE
ANY DTE EQUIPMENT TO
BOTTOM OF ANTENNA

REFER TO RFDS FOR SMALL
CELL AZIMUTHS

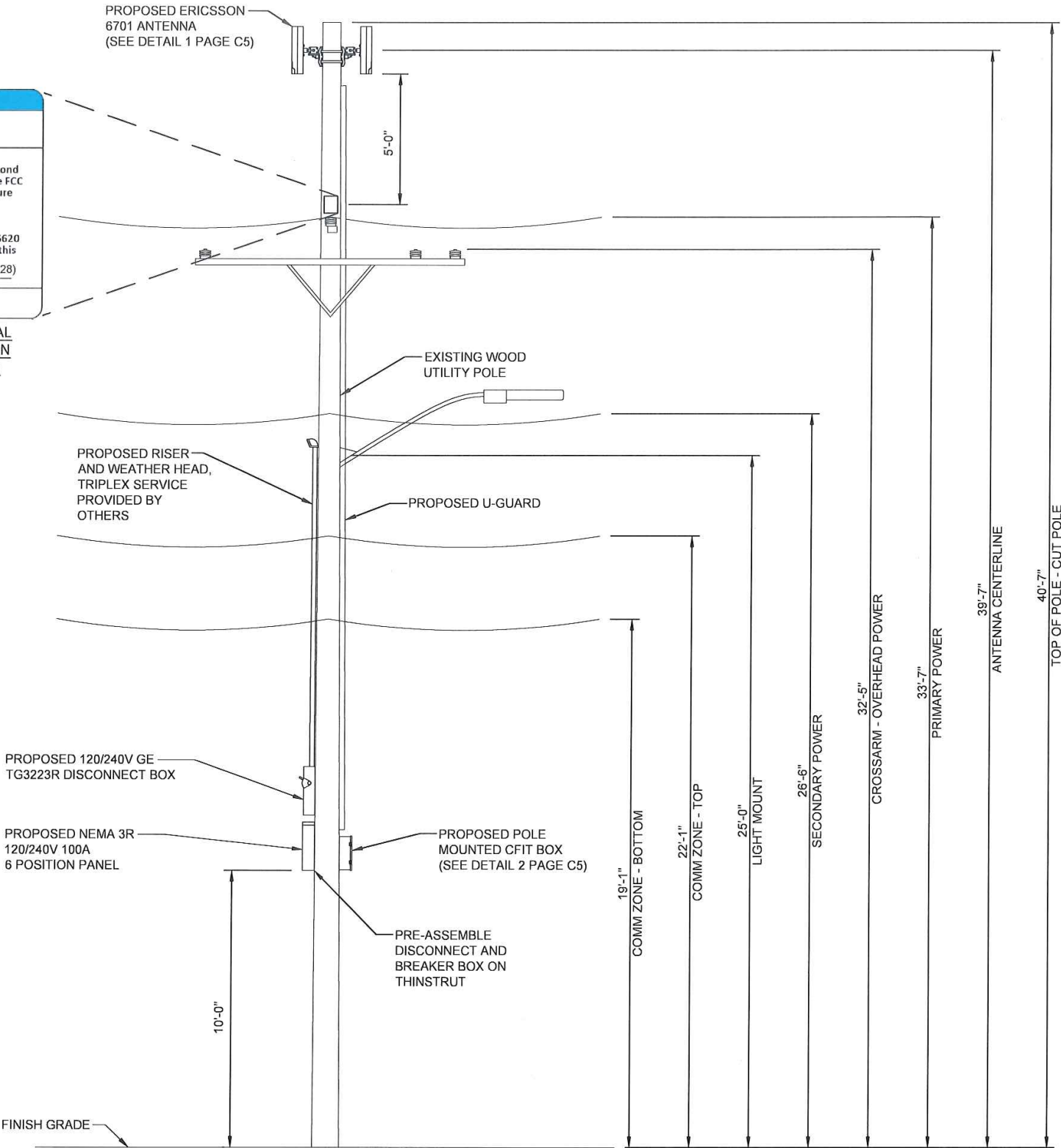
NOTICE



Transmitting Antenna(s)
Radio frequency fields beyond
this point MAY EXCEED the FCC
General Population exposure
limit.
Obey all posted signs and
site guidelines.
Call Verizon at 1-800-264-6620
PRIOR to working beyond this
point.
Site ID/ PSLC: 577439 (45528)



6"x7.5" VERTICAL
RF NOTICE SIGN
TYPICAL OF 2





IN CASE OF EMERGENCY
CALL 1-800-852-2671

SITE DESIGNATION: 45528

INSTALL ON BREAKER PANEL

1 POLE ELEVATION

N.T.S.

PREPARED FOR:

verizon

PREPARED BY:

TeleCAD
Wireless

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YPSILANTI, MI 48197

COUNTY:
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LATITUDE:
42° 15' 20.551" N

LONGITUDE:
83° 38' 3.406" W

DESIGN TYPE:
COLOCATION

SHEET TITLE:

POLE ELEVATION

DRAWING NO.

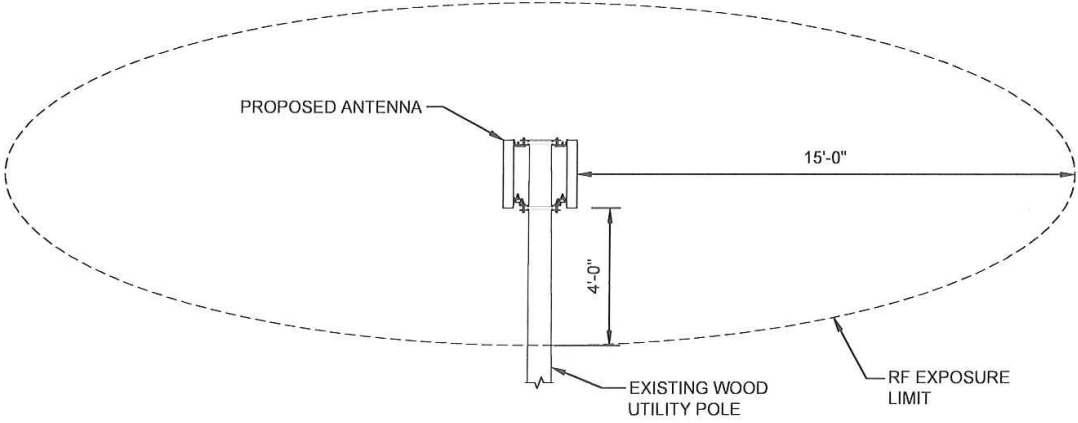
C2

REVISION:

1

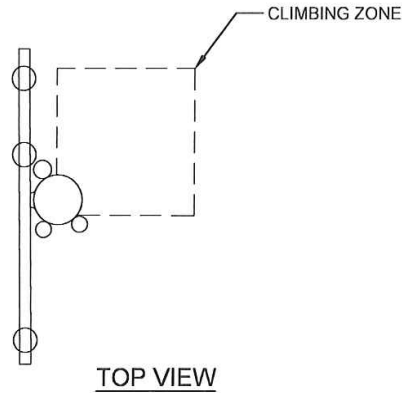
POLE ATTACHED EQUIPMENT	
EQUIPMENT	VOLUME (CU-FT)
6701 ANTENNA	0.46
6701 ANTENNA	0.46
6701 ANTENNA	0.46
TOTAL IN CU-FT	1.38

POLE ANCILLARY EQUIPMENT	
EQUIPMENT	VOLUME (CU-FT)
6 POSITION PANEL	0.80
DISCONNECT	0.57
CFIT BOX	0.60
TOTAL IN CU-FT	1.97



2 RF EXPOSURE LIMIT

N.T.S.



- NOTES:
- WORKING CLEARANCE FROM ENERGIZED ANTENNA MUST BE GREATER THAN 4 FT, OTHERWISE SHUT DOWN RADIO AND ANTENNA PER INSTRUCTIONS ON PLACARD OR BY OPENING DISCONNECT SWITCH TO RADIO EQUIPMENT ON POLE.
 - ANTENNA AND MOUNTING BRACKETS INSTALLED ABOVE DTE WIRES MUST BE INSTALLED AND MAINTAINED BY DTE OR DTE'S DESIGNATED CONTRACTOR.
 - VERTICAL CLIMBING ZONE MUST BE MAINTAINED ON ALL POLES. (SEE TOP VIEW)
 - BASE CABINET TO BE CLEARLY LABELED WITH OWNER'S NAME AND 1-800 PHONE NUMBER WITH 3/4" TALL LETTERING.
 - SHUTDOWN PLACARD TO BE PLACED ON THE POLE NEAR BASE CABINET AND DISCONNECT SWITCH BOX.
 - 5' FT MIN. CLEARANCE ABOVE ANY DTE EQUIPMENT.
 - ANTENNA POLE TOP CLEARANCES APPLY TO ANY DTE EQUIPMENT OR WIRES INSTALLED UNDER THE ANTENNA.

REFERENCE DTE ENERGY
CELLULAR ANTENNA SMALL CELL SITE CONSTRUCTION
LINE CONSTRUCTION STANDARDS 4-JOINT USE 1-4-26.1
DATED 11/1/2017

3 DTE CLIMBING ZONE REQUIREMENT AND NOTES

N.T.S.

PREPARED FOR:

verizon

PREPARED BY:

TeleCAD
Wireless

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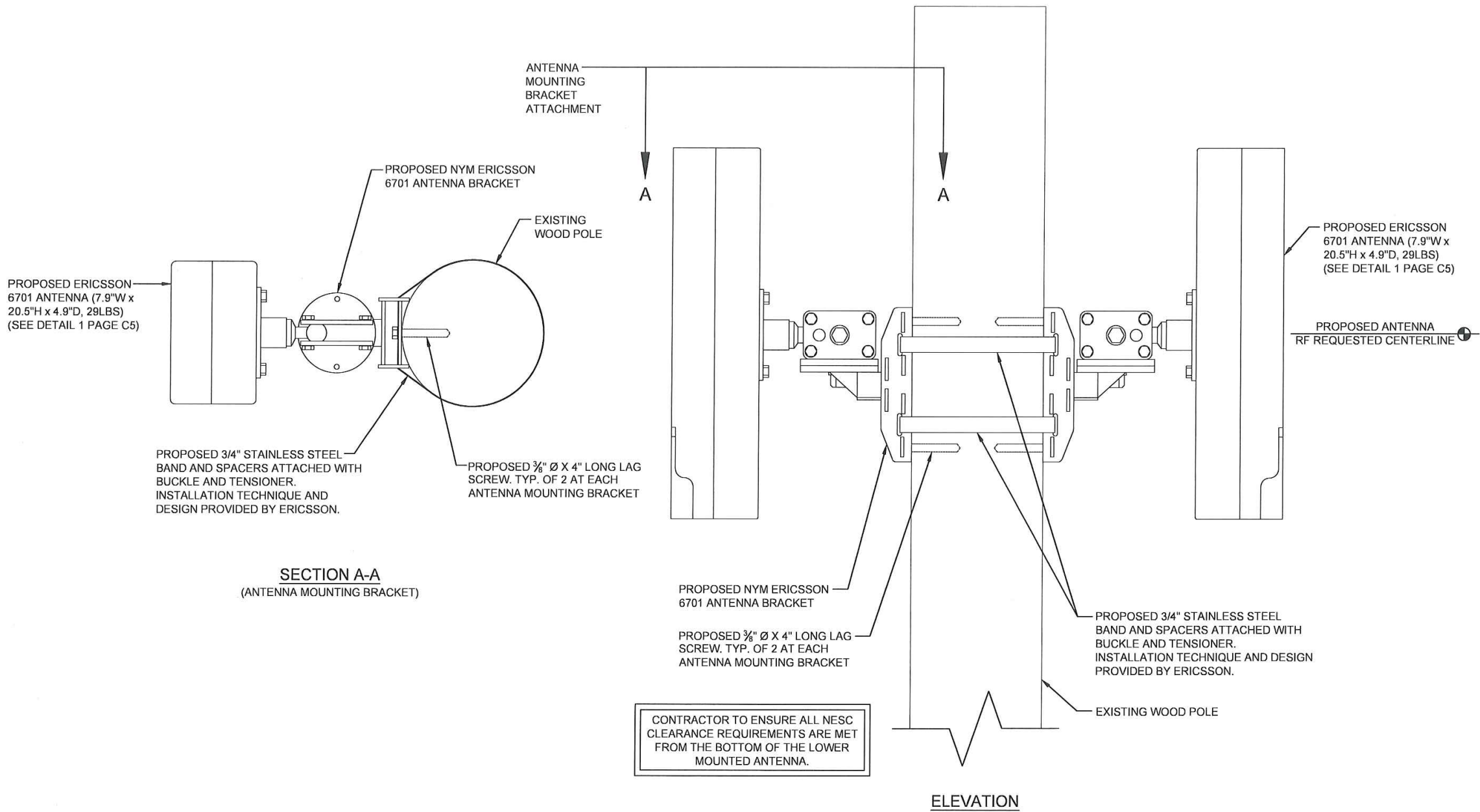
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ENGINEER'S STAMP:
STATE OF MICHIGAN
STEPHEN E. HUNT
ENGINEER
No. 6201054169
LICENSED PROFESSIONAL ENGINEER
NOT VALID WITHOUT P.E. STAMP & SIGNATURE

SITE NAME: 45528
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SHEET TITLE: SITE DETAILS

DRAWING NO. C3
REVISION: 1



1 ERICSSON 6701 ANTENNA MOUNTING DETAIL

N.T.S.

PREPARED FOR:



PREPARED BY:



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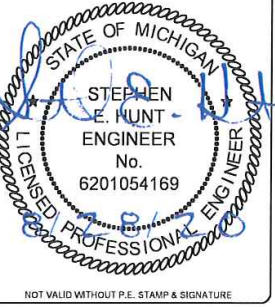
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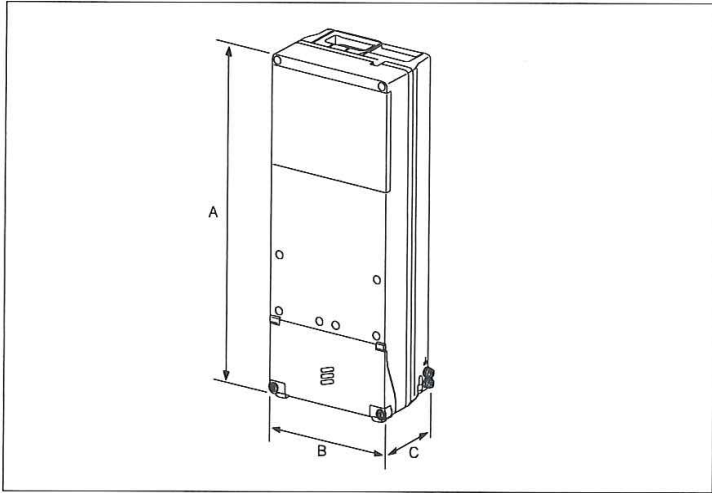
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DESIGN TYPE: COLOCATION

SHEET TITLE: SITE DETAILS

DRAWING NO. C4
REVISION: 1

Technical Data	
Description	Value
Frequency	N261 (27.5–28.35 GHz)
Number of carriers	Config mode 2: Up to 8 Config mode 1: Up to 16
Operating bandwidth	Config mode 2: 800 MHz Config mode 1: 1600 MHz
Component carrier bandwidth	50MHz, 100 MHz
EIRP ⁽¹⁾	Config mode 2: 53 dBm per RF beam in boresight , 56 dBm per radio Config mode 1: 47 dBm per RF beam in boresight , 53 dBm per radio
EIS_REFSENS_50M	Config mode 2: -109 dBm Config mode 1: -106 dBm

(1) The MaxTxPower can be configured up to 10 dB lower than the stated EIRP without product performance being degraded. If the MaxTxPower is configured lower than the given power limit here, significant performance degradation will occur.

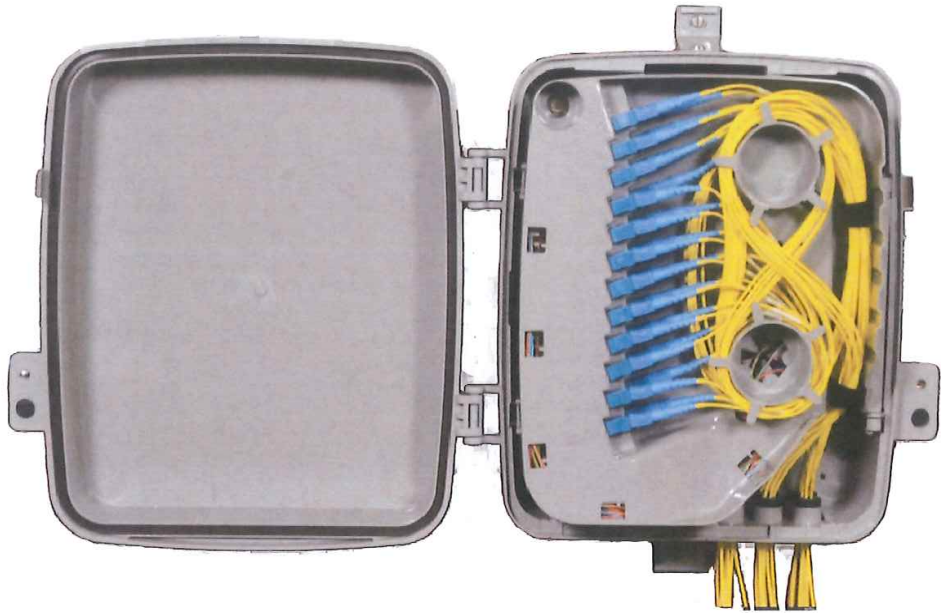


Dimensions, Weight, and Color

Dimensions	
Height (A)	511 mm
Width (B)	200 mm
Depth (C)	125 mm
Weight	14 kg
Color	Gray Reference number: NCS S 1002-B

CFIT BOX

PART CODE: CFIT-C48D4LHXVZ
DESIGNED BY CHARLES INDUSTRIES



PRODUCT SPECIFICATIONS

TECHNICAL SPECIFICATIONS	
HEIGHT (PANEL ONLY)	15 in.
DEPTH, BASE (FRONT TO BACK)	5.5 in.
WIDTH	12 in.
WEIGHT	4 lbs.
CONSTRUCTION	RUGGED UL94-5VA GRAY POLYCARBONATE
SUPPORTED FIBER CONNECTOR TYPES	SC, LC or MPO
COMPLIANCE	DESIGNED TO MEET GR-950, GR2898, NEMA 4, IP66
SPLICING CAPACITY	UP TO THREE (3) 4"x6" HINGED SPLICE TRAYS ON FEED FIBER SIDE.
BULKHEAD CAPACITY	24 SC ADAPTERS

PREPARED FOR:

PREPARED BY:

TeleCAD

Wireless

1961 NORTHPOINT BLVD, SUITE 130
HIXSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

DRAWING NOTICE:

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DRAWN BY:

USE

CHECKED BY:

CTD

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	08/28/20	JCJ	PRELIMINARY REVIEW
0	04/17/20	JSK	PRELIMINARY REVIEW
A	04/16/20	USE	PRELIMINARY REVIEW

ENGINEER'S STAMP:

NOT VALID WITHOUT P.E. STAMP & SIGNATURE

SITE NAME:

45528

ADDRESS:

1205 CORNELL RD
YPSILANTI, MI 48197

COUNTY:

WASHTENAW

LATITUDE:

42° 15' 20.551" N

LONGITUDE:

83° 38' 3.406" W

DESIGN TYPE:

COLOCATION

SHEET TITLE:

EQUIPMENT DETAILS

DRAWING NO.

C5

REVISION:

1

ELECTRICAL NOTES:

- 1. PROVIDE AND INSTALL WARNING TAPE FOR ELECTRIC SERVICE CONDUIT 18" ABOVE CONDUITS.
- 2. CONTRACTOR TO PAY FOR THE SERVICE AS DIRECTED BY THE MUNICIPALITY.
- 3. CONTRACTOR TO USE PVC SCH 80 CONDUIT WHERE CONDUITS CROSS ACCESS ROADS.
- 4. CONTRACTOR SHALL COORDINATE WITH ELECTRIC COMPANY FOR SERVICES.
- 5. CONTRACTOR TO PAY ALL FEES FOR SERVICES REQUIRED.
- 6. CONTRACTOR TO BE ADVISED THAT EXISTING UNDERGROUND CONDUITS, GROUND CABLES EXIST. DIG WITH CAUTION.
- 7. CONTRACTOR TO VERIFY POWER AND TELCO LB LOCATIONS AND FLEX CONDUIT SIZE AND ROUTING TO THE EQUIPMENT WITH MANUFACTURER'S DRAWINGS.
- 8. OPEN CUT CONSTRUCTION THROUGH EXISTING PAVEMENT, I.E. ROADWAYS, PARKING AREAS, SIDEWALKS WILL NOT BE ALLOWED. CONSTRUCTION UNDER EXISTING PAVEMENTS WILL BE REQUIRED TO BE INSTALLED WITH DIRECTIONAL BORING TECHNIQUE.

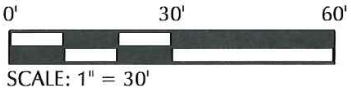
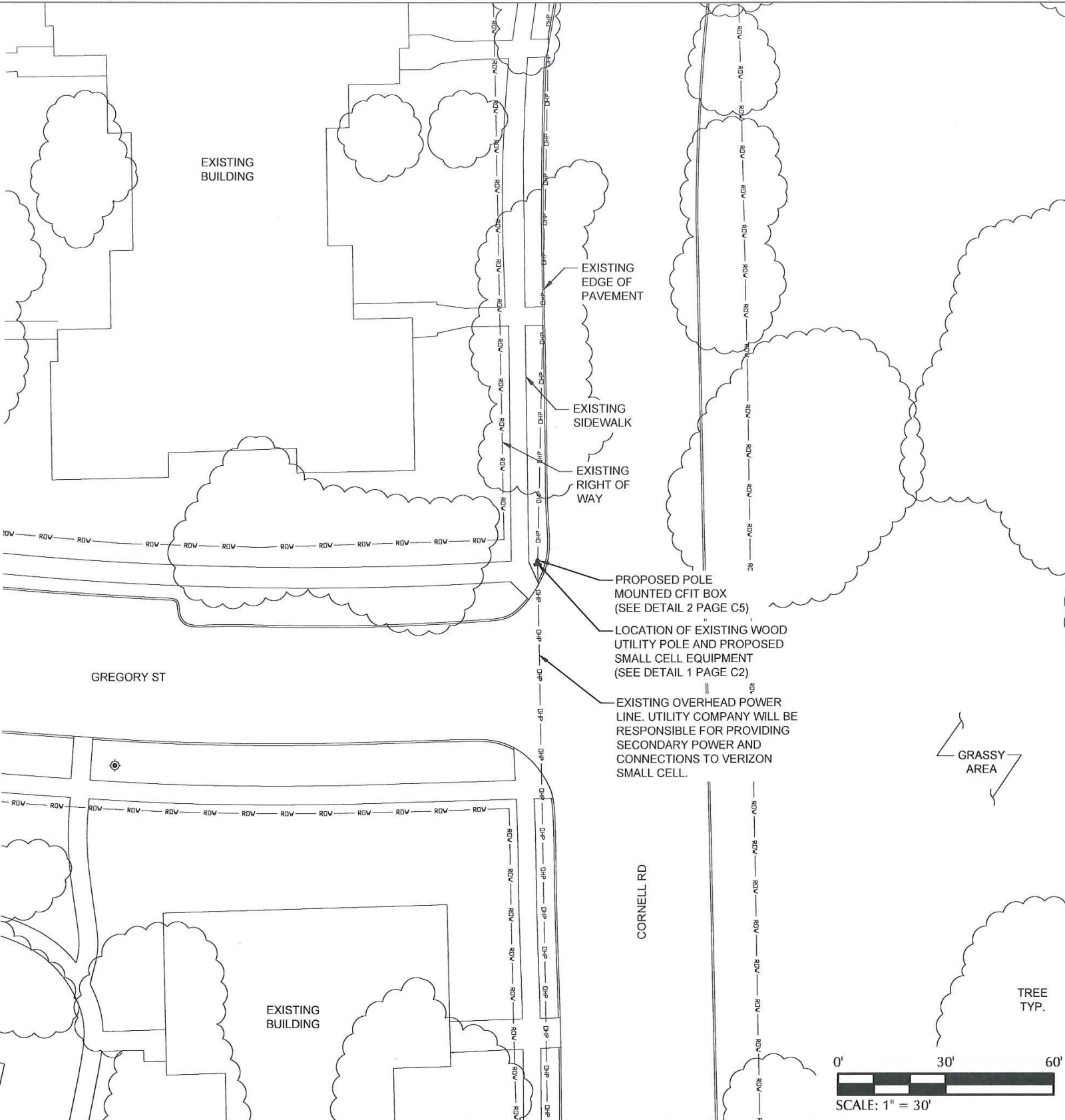
UTILITY NOTES:

- 1. ALL POWER CONDUITS ABOVE GRADE, SWEEPS, & ELBOWS TO BE PVC SCH 40.

STANDARD POWER SUPPLY FOR THE SMALL CELL NODES IS A 100 AMP 120/240 VOLT SINGLE PHASE SERVICE

SERVICE CONDUCTOR MAXIMUM DISTANCE CHART (BASED ON 80 AMP MAX. CONTINUOUS LOAD)			
WIRE SIZE	ALUMINUM	COPPER	CONDUIT SIZE
	120V	120V	
3 AWG	55'	90'	1" MIN
2 AWG	70'	115'	1 1/4" MIN
1 AWG	85'	145'	1 1/4" MIN
1/0 AWG	110'	180'	1 1/2" MIN
2/0 AWG	140'	230'	1 1/2" MIN
3/0 AWG	175'	290'	2" MIN
4/0 AWG	220'	365'	2" MIN
250 KCMIL	265'	435'	2" MIN
300 KCMIL	315'	520'	2 1/2" MIN
350 KCMIL	370'	610'	2 1/2" MIN
400 KCMIL	420'	695'	2 1/2" MIN
500 KCMIL	530'	870'	3" MIN

LEGEND			
OVERHEAD UTILITIES	OHU	CATCH BASIN	CB
UNDERGROUND POWER	UGP	STREET SIGN	SS
OVERHEAD POWER	DHP	4 WAY STREET SIGN	4WS
UNDERGROUND TELCO	UGT	UTILITY POLE	UP
OVERHEAD TELCO	DHT	LIGHT POLE	LP
GAS LINE	GAS	WATER VALVE	WV
FENCE	F	MANHOLE	M
WOOD FENCE	WF	GAS VALVE	GV
SEWER LINE	SVR	FIRE HYDRANT	FH
WATER LINE	WTR	TELCO PEDESTAL	TP
HYBRID CABLE	HYB	ELECTRICAL BOX	EB
HIGH VOLTAGE POWER	HVP		
FIBER	FBR		
RIGHT-OF-WAY	ROW		
PROPERTY LINE	PL		

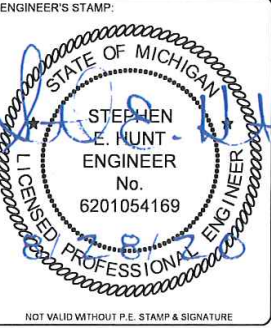


PREPARED BY:
TeleCAD Wireless
1961 NORTHPOINT BLVD, SUITE 130
HIXSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

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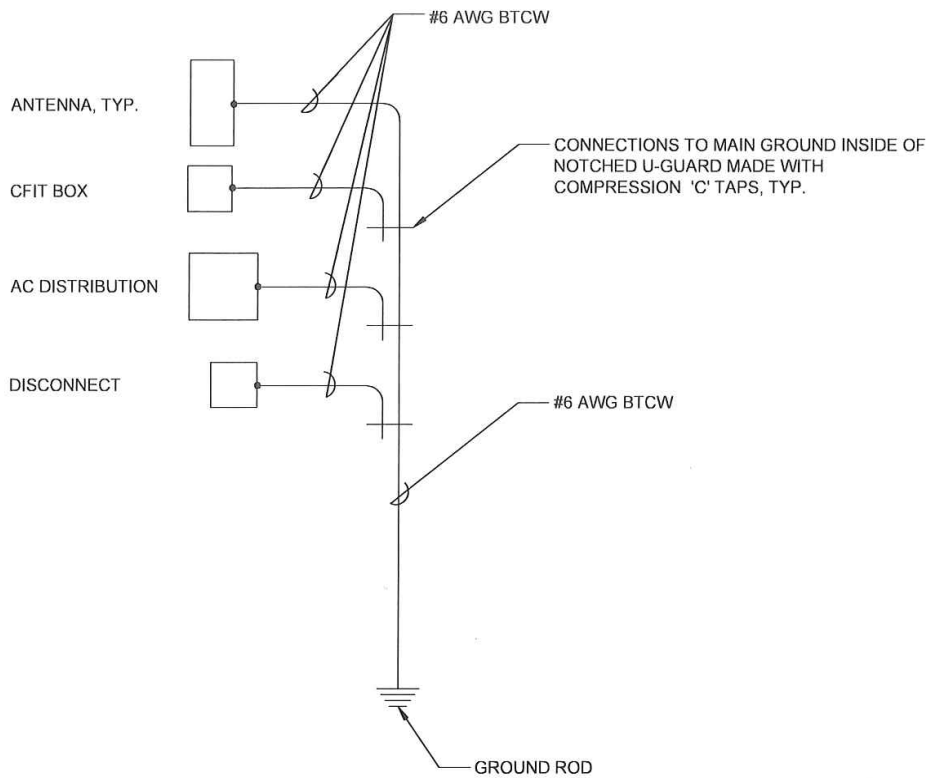
REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	08/28/20	JCJ	PRELIMINARY REVIEW
0	04/17/20	JSK	PRELIMINARY REVIEW
A	04/16/20	USE	PRELIMINARY REVIEW



SITE NAME: 45528
ADDRESS: 1205 CORNELL RD
YPSILANTI, MI 48197
COUNTY: WASHTENAW
LATITUDE: 42° 15' 20.551" N
LONGITUDE: 83° 38' 3.406" W
DESIGN TYPE: COLOCATION

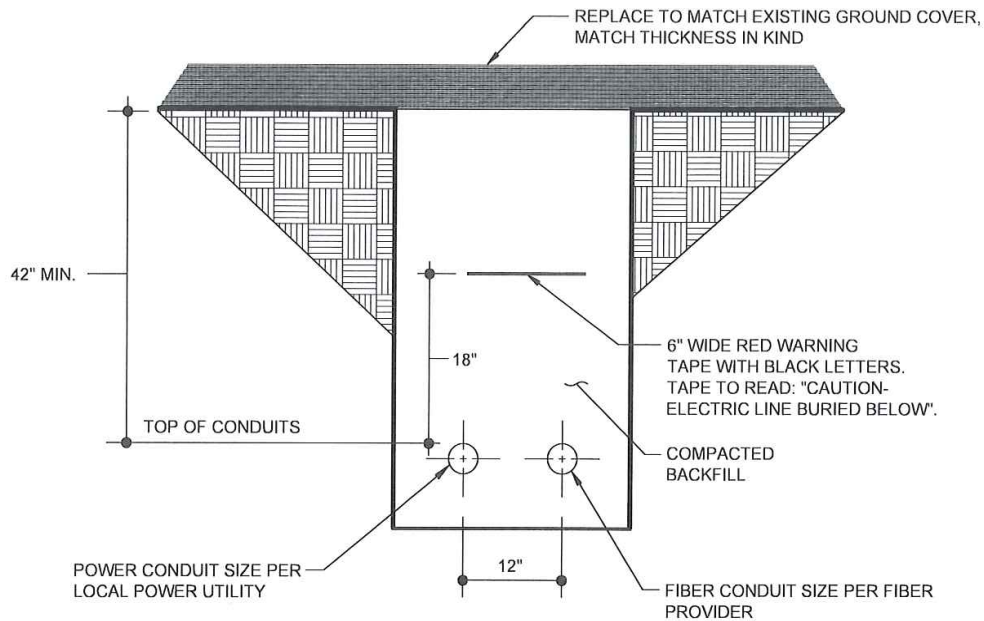
SHEET TITLE:
UTILITY SITE PLAN

DRAWING NO.	REVISION:
E1	1



1 SINGLE POINT RADIAL GROUND DETAIL

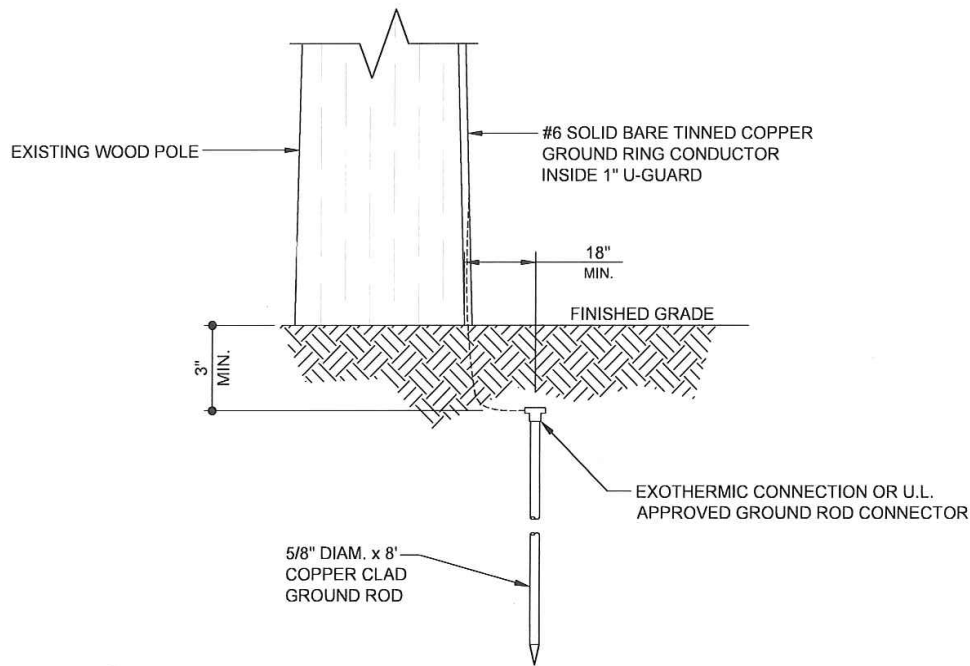
N.T.S.



NOTE: TYPICAL SPACING FOR ALL UNDERGROUND CONDUITS.

2 TRENCH DETAIL (IF REQUIRED)

N.T.S.



3 GROUND ROD DETAIL

N.T.S.

4 DETAIL NOT IN USE

PREPARED FOR:

verizon

PREPARED BY:

TeleCAD
Wireless

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HIXSON, TN 37343
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ENGINEER'S STAMP:



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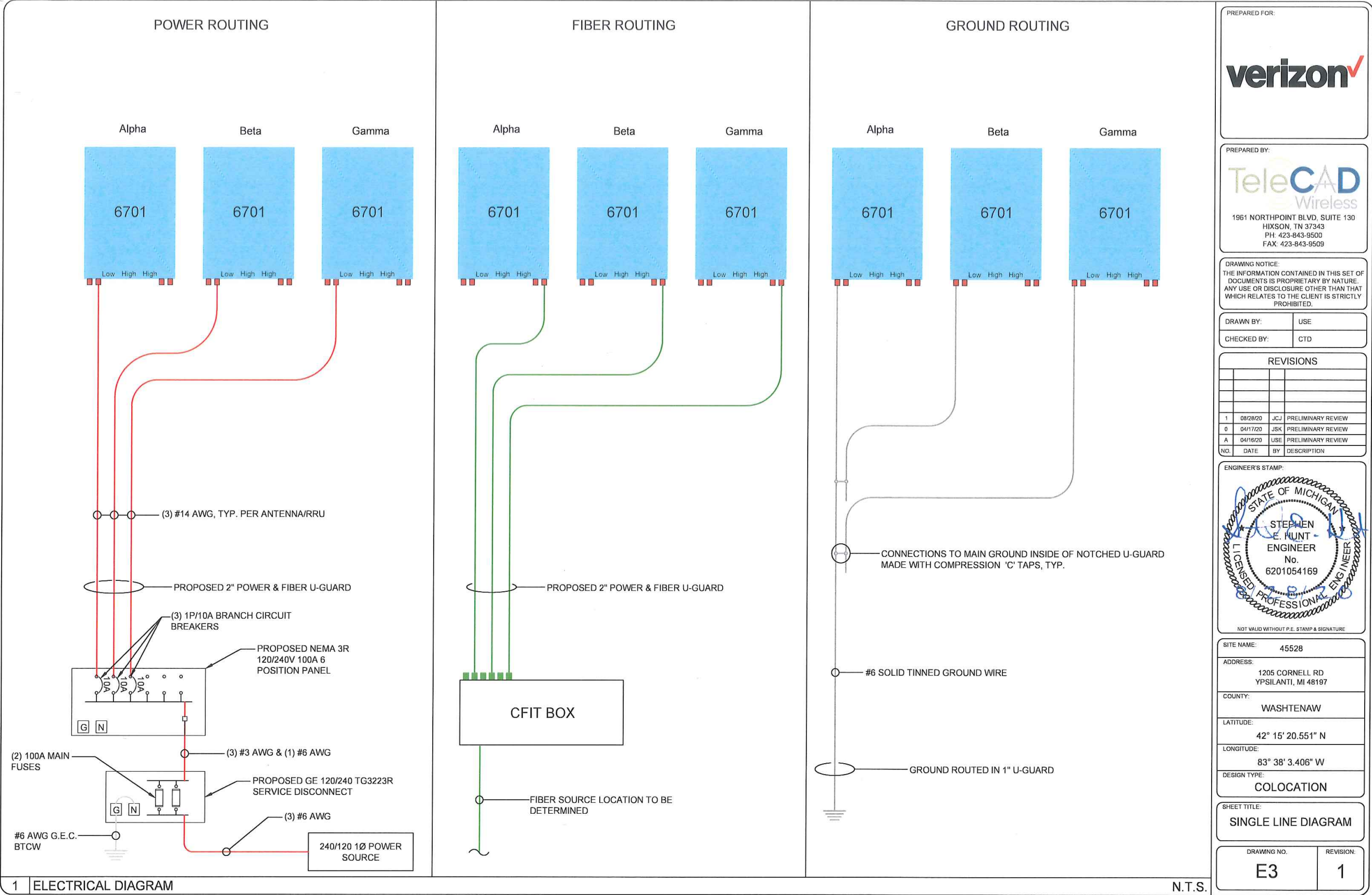
ELECTRICAL DETAILS

DRAWING NO.

E2

REVISION:

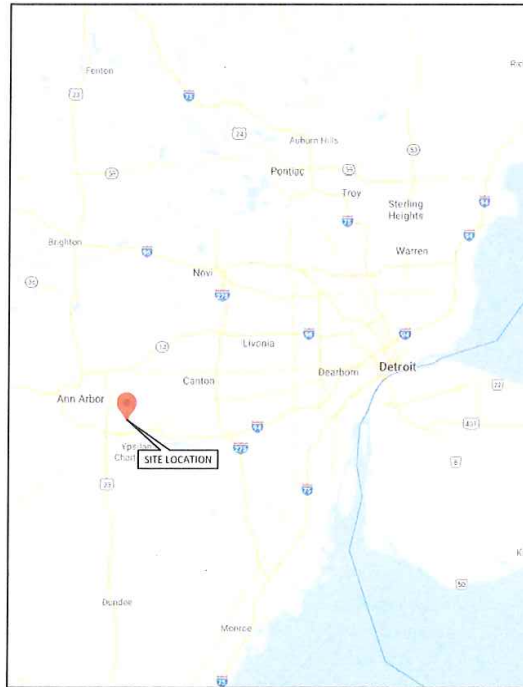
1



SITE NAME:	45512
SITE ADDRESS: (ESTIMATED)	1724 W CROSS ST YPSILANTI, MI 48197
COUNTY:	WAYNE
JURISDICTION:	CITY OF YPSILANTI
<u>SITE COORDINATES:</u>	
LATITUDE:	42° 14' 43.192" N
LATITUDE:	42.24533°
LONGITUDE:	83° 38' 26.479" W
LONGITUDE:	-83.64069°
ELEVATION:	±678'-10"
PROPERTY DEFINITION:	R.O.W.
FUZE PROJECT ID:	15899303
PSLC CODE:	577384
EXISTING POLE HEIGHT:	40'-0"



VICINITY MAP



NOT TO SCALE

STRUCTURAL ANALYSIS PERFORMED BY OTHERS.

[illegible]

NOT TO SCALE

CONTRACTOR TO CALL MICHIGAN
ONE-CALL SYSTEMS AT LEAST 72 HOURS
PRIOR TO DIGGING.

[illegible]

- **INSTALLING EQUIPMENT**
 - CFIT BOX
 - DISCONNECT
- **CONNECTING ONSITE UTILITIES TO WIRELESS EQUIPMENT**
- **POWER AND FIBER PROVIDED BY OTHERS**

MICHIGAN

WAYNE COUNTY

D	07/10/20	AJD	CONSTRUCTION ISSUE
A	07/09/20	USE	PRELIMINARY REVIEW
NO.	DATE	BY	DESCRIPTION

0

- GENERAL NOTES
1.

THESE NOTES SHALL BE CONSIDERED A PART OF THE WRITTEN SPECIFICATIONS.

2.

THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED IN THE CONTRACT DOCUMENTS.

3.

PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTOR(S) SHALL VISIT THE JOB SITE(S) AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED PER THE CONTRACT DOCUMENTS. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE IMPLEMENTATION ENGINEER AND ARCHITECT/ENGINEER.

4.

THE CONTRACTOR SHALL RECEIVE WRITTEN AUTHORIZATION TO PROCEED ON ANY WORK NOT CLEARLY DEFINED OR IDENTIFIED IN THE CONSTRUCTION DOCUMENTS BEFORE STARTING ANY WORK.

5.

ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES INCLUDING APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS.

6.

THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH THE MANUFACTURER RECOMMENDATIONS. IF THESE RECOMMENDATIONS ARE IN CONFLICT WITH THE CONTRACT DOCUMENTS AND/OR APPLICABLE CODES OR REGULATIONS, REVIEW THE CONFLICT FOR DIRECTION WITH THE IMPLEMENTATION ENGINEER AND ARCHITECT/ENGINEER PRIOR TO PROCEEDING.

7.

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES AND FOR COORDINATION OF ALL PORTIONS OF THE WORK UNDER THE CONTRACT INCLUDING CONTACT AND COORDINATION WITH THE IMPLEMENTATION TEAM AND WITH THE AUTHORIZED REPRESENTATIVE OF ANY OUTSIDE POLE OR PROPERTY OWNER. (BASE COMMANDER OR AUTHORIZED AGENT)

8.

THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, PAVING, CURBS, VEGETATION, GALVANIZED SURFACE OR OTHER EXISTING ELEMENTS AND UPON COMPLETION OF THE WORK, REPAIR ANY DAMAGE THAT OCCURRED DURING CONSTRUCTION TO THE SATISFACTION OF EXTENT.

9.

KEEP THE GENERAL AREA CLEAN, HAZARD FREE AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION DAILY.

10.

PLANS ARE INTENDED TO BE DIAGRAMMATIC ONLY AND SHOULD NOT BE SCALED UNLESS OTHERWISE NOTED. RELY ONLY ON ANNOTATED DIMENSIONS AND REQUEST INFORMATION IF ADDITIONAL DIMENSIONS ARE REQUIRED.

11.

THE EXISTENCE AND LOCATION OF UTILITIES AND OTHER AGENCY'S FACILITIES ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. OTHER FACILITIES MAY EXIST BEYOND WHAT IS NOTED. CONTRACTOR SHALL VERIFY LOCATIONS PRIOR TO START OF CONSTRUCTION AND USE EXTREME CARE AND PROTECTIVE MEASURES TO PREVENT DAMAGE TO THESE FACILITIES. CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF UTILITIES OR OTHER AGENCY'S FACILITIES WITHIN THE LIMITS OF THE WORK, WHETHER THEY ARE IDENTIFIED IN THE CONTRACT DOCUMENTS OR NOT.

12.

ALL MOUNTING HARDWARE SUCH AS BOLTS, NUTS, LAG SCREWS, CLEVIS, CONDUIT STRAPS, STAPLES, (ANYTHING EXPOSED AND CONNECTING EQUIPMENT TO THE POLE SHALL BE HOT DIPPED GALVANIZED, UNLESS OTHERWISE STATED)

- DEFINITIONS
1.

"TYPICAL" OR "TYP." MEANS THAT THIS ITEM IS VIRTUALLY IDENTICAL ACROSS SIMILAR CONDITIONS. "TYP." SHALL BE UNDERSTOOD TO MEAN "TYPICAL WHERE OCCURS" AND SHALL NOT BE CONSIDERED AS WITHOUT EXCEPTION OR CONSIDERATION OF SPECIFIC CONDITIONS.

2.

"SIMILAR" MEANS COMPARABLE TO CHARACTERISTICS FOR CONDITION NOTED. VERIFY DIMENSIONS AND ORIENTATION ON PLAN.

3.

"AS REQUIRED" MEANS AS REQUIRED BY REGULATORY REQUIREMENTS BY REFERENCED STANDARDS, BY EXISTING CONDITIONS, BY GENERALLY ACCEPTED CONSTRUCTION PRACTICE OR BY THE CONTRACT DOCUMENTS.

4.

"ALIGN" MEANS ACCURATELY LOCATE FINISH FACES OF MATERIALS IN THE SAME PLANE.

5.

THE TERM "VERIFY" OR "V.I.F" SHALL BE UNDERSTOOD TO MEAN VERIFY IN FIELD WITH ARCHITECT AND REQUIRES THAT THE CONTRACTOR CONFIRM INTENTION REGARDING NOTED CONDITION AND PROCEED ONLY AFTER RECEIVING DIRECTION.

6.

WHERE THE WORDS "OR EQUAL" OR WORDS OF SIMILAR INTENT FOLLOW A MATERIAL SPECIFICATION, THEY SHALL BE UNDERSTOOD TO REQUIRE SIGNED APPROVAL OF ANY DEVIATION TO SAID SPECIFICATION PRIOR TO CONTRACTOR'S ORDERING OR INSTALLATION OF SUCH PROPOSED EQUAL PRODUCT.

7.

FURNISH: SUPPLY ONLY, OTHERS TO INSTALL. INSTALL: INSTALL ITEMS FURNISHED BY OTHERS. PROVIDE: FURNISH AND INSTALL.

- PROJECT SPECIFIC NOTES
1.

THIS SET IS PROVIDED TO ILLUSTRATE THE EXPECTED SCOPE OF DRAWINGS, QUALITY OF DRAWINGS AND EXTENT GRAPHIC STANDARDS. NOTES ARE FOR A&E CONTRACTOR REFERENCE TO HELP CLARIFY THE SCOPE. ADDITIONAL DRAWINGS MAY BE REQUIRED TO MEET THE REQUIREMENTS OF A GIVEN BASE. ALL EXAMPLES SHOWN ARE FOR REFERENCE ONLY AND ANY NOTES, DETAILS, CALCULATIONS OR OTHER WORK NEEDS TO BE COMPLETED OR CONFIRMED BY THE CONTRACTOR GENERATING THE DRAWINGS IN CONSTRUCTION DOCUMENTS.

2.

THIS SET IS TO BE PRINTED AT 11" x 17". IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM THIS SIZE IS ACCEPTABLE BY THE BASE AND TO PROVIDE A LARGER STANDARD SIZE IF REQUIRED.

3.

IT IS THE RESPONSIBILITY OF THE ENGINEER TO CONFIRM ALL WORK SHOWN IS IN COMPLIANCE WITH BASE AND FEDERAL CODES. DRAWINGS SHOWN WITHIN THIS SET ARE SAMPLES AND MAY NOT REFLECT ALL OF THE REQUIRED ELEMENTS, CLEARANCES OR OTHER ITEMS OF ASSEMBLIES NEEDED TO BE CODE COMPLIANT IN THE PARTICULAR MUNICIPALITY THE NODE IS LOCATED WITHIN.

- GROUND CONSTRUCTION NOTES:
1.

120/240V POWER REQUIRED FOR 3-WIRE SERVICE.

2.

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH FEDERAL STANDARDS AND REGULATIONS AS WELL AS NEC.

3.

CALL MICHIGAN ONE CALL 72 HOURS PRIOR TO EXCAVATING AT (800) 482-7171.

4.

ALL LANDSCAPING TO BE RESTORED TO ORIGINAL CONDITION OR BETTER.

5.

ALL EQUIPMENT TO BE BONDED.

6.

METERING CABINET (IF INSTALLED) REQUIRES 3' CLEARANCE AT DOOR OPENING.

- STANDARD GROUNDING NOTES:
1.

GROUND TESTED AT 25 OHMS OR LESS.

2.

5/8" x 8' RODS, CAD WELD OR UL LISTED DIRECT BURY CLAMP BELOW GRADE.

3.

#6 GROUND AND BOND WIRE.

4.

MOLDING, STAPLED EVERY 1' AND AT EACH END.

5.

GROUND RODS 18" FROM POLE.

- STANDARD CONDUIT NOTES:
1.

FOR UNDERGROUND CONDUIT AND ABOVE GRADE RISERS USE SCHEDULE 40.

2.

IF DIRECTIONAL BORING PLACE 1-1/4" SDR-11 GRAY CONDUIT FOR UNDERGROUND POWER APPLICATIONS.

3.

IF TRENCHING, PLACE PVC SCH 40 CONDUIT PER TABLE ON SHEET E1 FOR UNDERGROUND POWER APPLICATIONS.

4.

RISERS TO BE ATTACHED TO POLE WITH STANDARD STRAPS AND LAG SCREWS.

5.

RISER STRAPS TO BE INSTALLED EVERY 5'.

6.

CONDUIT UNDER 1" MAY BE ATTACHED WITH GROUND WIRE MOLDING STAPLES.

7.

ALL CONDUIT WILL BE PROOFED WITH A MANDREL AND EQUIPPED WITH PULL ROPE OR MULE TAPE.

- STANDARD TRENCHING NOTES:
1.

MAINTAIN 42" MINIMUM COVER FOR ELECTRICAL CONDUIT.

2.

MAINTAIN 42" MINIMUM COVER FOR COMMUNICATION CONDUIT.

3.

IN STREET SLURRY TO GRADE AND MILL DOWN 1-1/2" FOR AC CAP.

4.

IN DIRT SLURRY 18" FROM GRADE AND FILL WITH 95% COMPACTION NATIVE SOIL FOR BALANCE.

5.

PLACE WARNING TAPE IN TRENCH 18" ABOVE ALL CONDUITS AND #18 WARNING TAPE ABOVE GROUND EQUIPMENT.

- UTILITY POLE CONSTRUCTION NOTES:
1.

NO BOLT THREADS TO PROTRUDE MORE THAN 1/2".

2.

FILL ALL HOLES LEFT IN POLE FROM REARRANGEMENT OF CLIMBERS.

3.

ALL CLIMB STEPS NEXT TO CONDUIT SHALL HAVE EXTENDED STEPS.

4.

CABLE NOT TO IMPEDE 15" CLEAR SPACE OFF POLE FACE.

5.

90° SHORT SWEEP UNDER ANTENNA ARM. ALL CABLES MUST ONLY TRANSITION ON THE INSIDE OR BOTTOM OF ARMS (NO CABLE ON TOP OF ARMS).

6.

USE CABLE CLAMPS TO SECURE CABLE TO ARMS; PLACE 2" CARRIER ID TAGS ON BOTH SIDE OF ARMS.

7.

USE 90° CONNECTOR AT CABLE CONNECTION TO ANTENNAS.

8.

USE 1/2" CABLE ON ANTENNAS UNLESS OTHERWISE SPECIFIED.

9.

FILL VOID AROUND CABLES AT CONDUIT OPENING WITH FOAM SEALANT TO PREVENT WATER INTRUSION.

- VERIZON WIRELESS CONSTRUCTION NOTES:
1.

CONTRACTOR IS TO FOLLOW THE MOST CURRENT VZW STANDARDS DOCUMENTS PROVIDED TO COMPLETE THIS INSTALLATION.

2.

CONTRACTOR SHALL COMPLETE VZW PROVIDED "SMALL CELL SWEEP REPORT" WITH ALL INFORMATION FILLED IN ACCURATELY AND COMPLETELY.

3.

CONTRACTOR TO REFER TO THE MOST CURRENT VZW STANDARDS FOR APPROVED "PIM" TEST EQUIPMENT AND GUIDELINES.

4.

CONTRACTOR IS TO USE BATTERY POWERED "PIM" EQUIPMENT TO VALIDATE THE FINAL LOCATION OF THE JUMPER AND ANTENNA ARE FREE OF INTERNAL AND EXTERNAL "PIM" SOURCES.

5.

CONTRACTOR SHALL PROVIDE AT LEAST ONE TECHNICAL LEAD THAT IS CERTIFIED AND PROFICIENT IN EXECUTING, INTERPRETING AND RECORDING "PIM" MEASUREMENTS.

PREPARED FOR:

verizon

PREPARED BY:

TeleCAD

Wireless

1961 NORTHPOINT BLVD, SUITE 130
HIXSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

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USE

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CTD

REVISIONS

D	07/10/20	AJD	CONSTRUCTION ISSUE
A	07/09/20	USE	PRELIMINARY REVIEW
NO.	DATE	BY	DESCRIPTION

ENGINEER'S STAMP:

STATE OF MICHIGAN

STEPHEN E. HUNT

ENGINEER

No. 6201054169

LICENSED PROFESSIONAL ENGINEER

NOT VALID WITHOUT P.E. STAMP & SIGNATURE

SITE NAME:

45512

ADDRESS:

1724 W CROSS ST
YPSILANTI, MI 48197

COUNTY:

WAYNE

LATITUDE:

42° 14' 43.192" N

LONGITUDE:

83° 38' 26.479" W

DESIGN TYPE:

COLOCATION

SHEET TITLE:

GENERAL NOTES

DRAWING NO.

GN1

REVISION:

0

Page 575 of 640

NOTES:

1. THIS DRAWING IS BASED ON AERIAL IMAGERY AND FIELD OBSERVATIONS. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. THE PROPOSED USE DOES NOT REQUIRE FULL OR PART TIME EMPLOYEES AT THE SITE.
3. FOR GENERAL SITE WORK NOTES, SEE SHEET GN1.
4. ALL NORTH ARROWS ON SITE PLANS ARE TRUE NORTH, UNLESS OTHERWISE SPECIFIED.
5. OPEN CUT CONSTRUCTION THROUGH EXISTING PAVEMENT, I.E. ROADWAYS, PARKING AREAS, SIDEWALKS WILL NOT BE ALLOWED. CONSTRUCTION UNDER EXISTING PAVEMENTS WILL BE REQUIRED TO BE INSTALLED WITH DIRECTIONAL BORING TECHNIQUE.
6. RIGHT OF WAY INFORMATION ACQUIRED FROM GIS.

LEGEND

OVERHEAD UTILITIES	DH4U	CATCH BASIN	CB
UNDERGROUND POWER	UGP	STREET SIGN	SS
OVERHEAD POWER	DHP	4 WAY STREET SIGN	4WS
UNDERGROUND TELCO	UGT	UTILITY POLE	UP
OVERHEAD TELCO	DHT	LIGHT POLE	LP
GAS LINE	GAS	WATER VALVE	WV
FENCE	F	MANHOLE	M
WOOD FENCE	WF	GAS VALVE	GV
SEWER LINE	SWR	FIRE HYDRANT	FH
WATER LINE	MTR	TELCO PEDESTAL	TP
HYBRID CABLE	HYB	ELECTRICAL BOX	EB
HIGH VOLTAGE POWER	HVP		
FIBER	FBR		
RIGHT-OF-WAY	RDW		
PROPERTY LINE	PL		

UTILITY NOTE:

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

PREPARED FOR:

verizon

PREPARED BY:

TeleCAD
Wireless

1961 NORTHPOINT BLVD, SUITE 130
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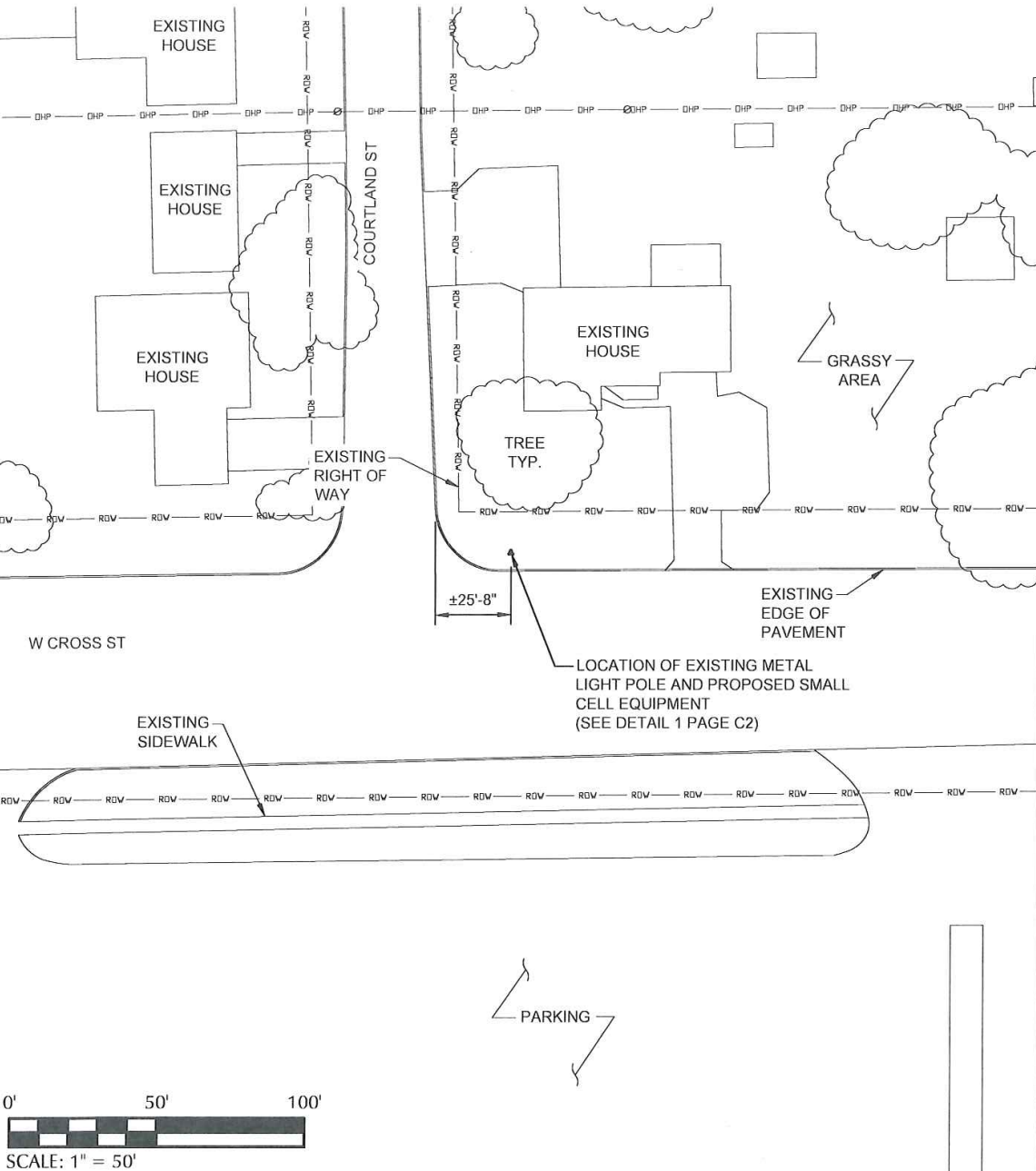
ENGINEER'S STAMP:



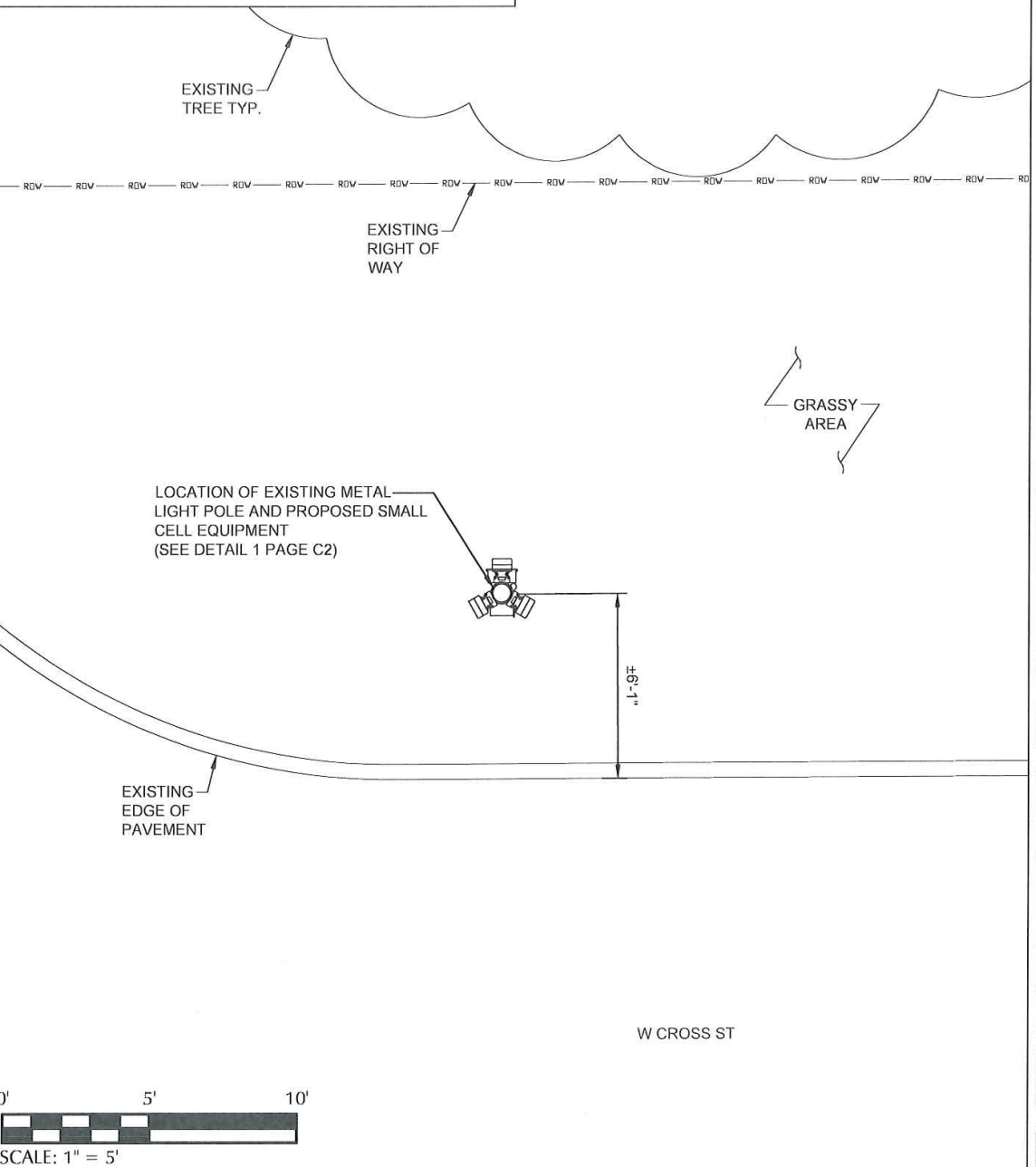
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COUNTY:	WAYNE
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LONGITUDE:	83° 38' 26.479" W
DESIGN TYPE:	COLOCATION

SHEET TITLE:
SITE LAYOUTS

DRAWING NO.	REVISION:
C1	0



1 OVERALL SITE LAYOUT



2 ENLARGED SITE LAYOUT



1 OVERALL SITE LAYOUT - AERIAL IMAGERY

PREPARED FOR:

verizon

PREPARED BY:

TeleCAD
Wireless

1961 NORTHPOINT BLVD, SUITE 130
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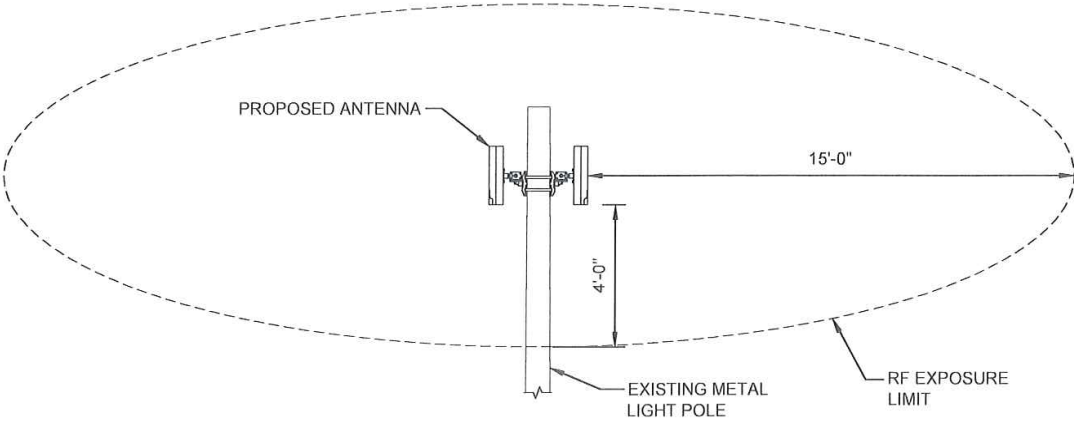
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COUNTY:	WAYNE
LATITUDE:	42° 14' 43.192" N
LONGITUDE:	83° 38' 26.479" W
DESIGN TYPE:	COLOCATION

SHEET TITLE:
SITE LAYOUT -
AERIAL IMAGERY

DRAWING NO.	REVISION:
C1A	0

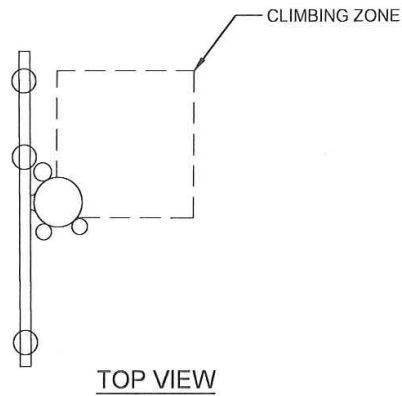
POLE ATTACHED EQUIPMENT	
EQUIPMENT	VOLUME (CU-FT)
6701 ANTENNA	0.46
6701 ANTENNA	0.46
6701 ANTENNA	0.46
TOTAL IN CU-FT	1.38

POLE ANCILLARY EQUIPMENT	
EQUIPMENT	VOLUME (CU-FT)
6 POSITION PANEL	0.80
DISCONNECT	0.57
CFIT BOX	0.60
TOTAL IN CU-FT	1.97



2 RF EXPOSURE LIMIT

N.T.S.



NOTES:

1. WORKING CLEARANCE FROM ENERGIZED ANTENNA MUST BE GREATER THAN 4 FT, OTHERWISE SHUT DOWN RADIO AND ANTENNA PER INSTRUCTIONS ON PLACARD OR BY OPENING DISCONNECT SWITCH TO RADIO EQUIPMENT ON POLE.
2. ANTENNA AND MOUNTING BRACKETS INSTALLED ABOVE DTE WIRES MUST BE INSTALLED AND MAINTAINED BY DTE OR DTE'S DESIGNATED CONTRACTOR.
3. VERTICAL CLIMBING ZONE MUST BE MAINTAINED ON ALL POLES. (SEE TOP VIEW)
4. BASE CABINET TO BE CLEARLY LABELED WITH OWNER'S NAME AND 1-800 PHONE NUMBER WITH 3/4" TALL LETTERING.
5. SHUTDOWN PLACARD TO BE PLACED ON THE POLE NEAR BASE CABINET AND DISCONNECT SWITCH BOX.
6. 5' FT MIN. CLEARANCE ABOVE ANY DTE EQUIPMENT.
7. ANTENNA POLE TOP CLEARANCES APPLY TO ANY DTE EQUIPMENT OR WIRES INSTALLED UNDER THE ANTENNA.

REFERENCE DTE ENERGY
CELLULAR ANTENNA SMALL CELL SITE CONSTRUCTION
LINE CONSTRUCTION STANDARDS 4-JOINT USE 1-4-26.1
DATED 11/1/2017

3 DTE CLIMBING ZONE REQUIREMENT AND NOTES

N.T.S.

PREPARED FOR:

verizon

PREPARED BY:

TeleCAD
Wireless

1961 NORTHPOINT BLVD, SUITE 130
HIXSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

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USE

CHECKED BY:

CTD

REVISIONS

NO.	DATE	BY	DESCRIPTION
0	07/10/20	AJD	CONSTRUCTION ISSUE
A	07/09/20	USE	PRELIMINARY REVIEW

ENGINEER'S STAMP:



SITE NAME:

45512

ADDRESS:

1724 W CROSS ST
YPSILANTI, MI 48197

COUNTY:

WAYNE

LATITUDE:

42° 14' 43.192" N

LONGITUDE:

83° 38' 26.479" W

DESIGN TYPE:

COLOCATION

SHEET TITLE:

SITE DETAILS

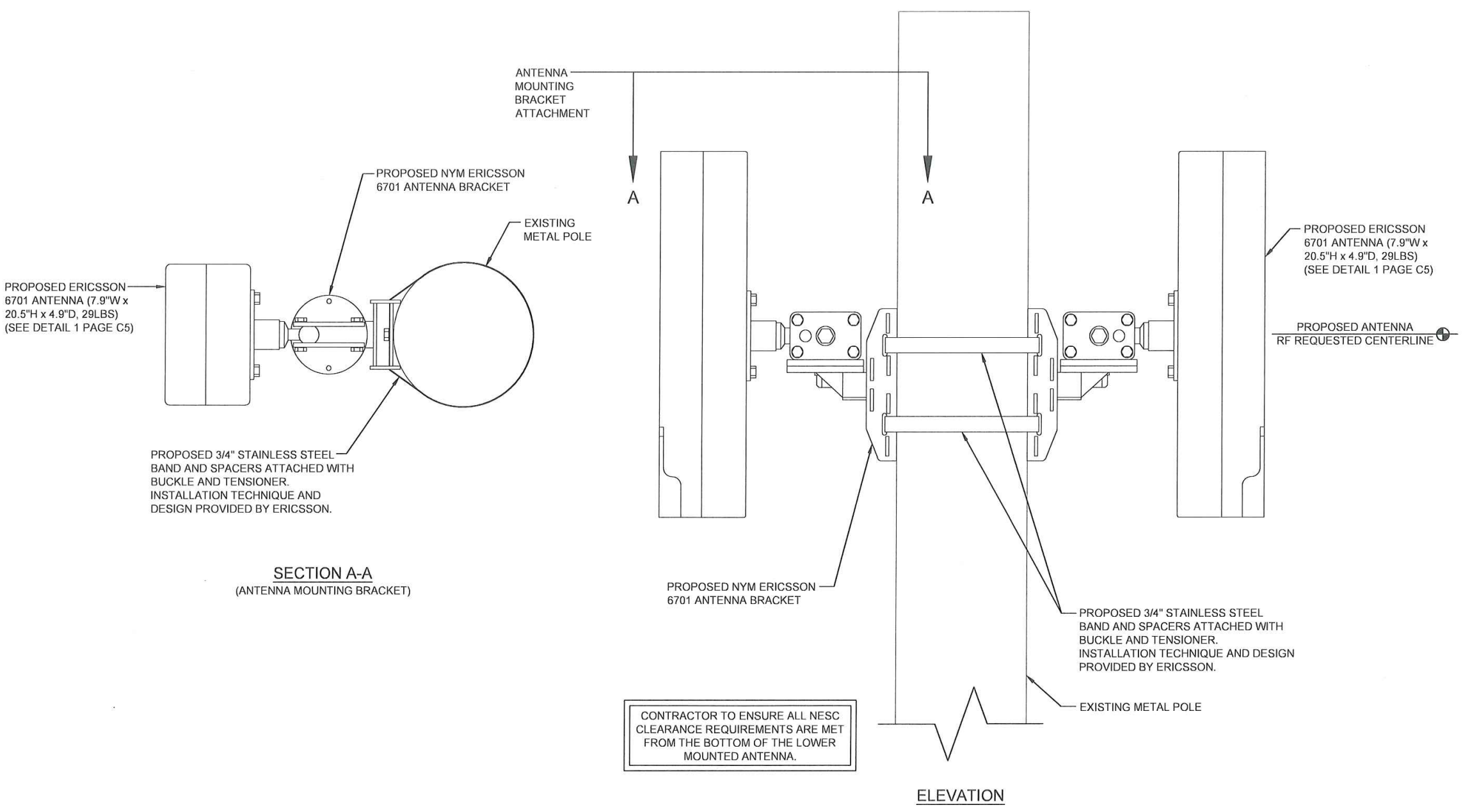
DRAWING NO.

C3

REVISION:

0

1 EQUIPMENT CU-FT. TABLE



PREPARED FOR:

PREPARED BY:

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HIXSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

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NO.	DATE	BY	DESCRIPTION	

ENGINEER'S STAMP:

NOT VALID WITHOUT P.E. STAMP & SIGNATURE

SITE NAME:	45512
ADDRESS:	1724 W CROSS ST YPSILANTI, MI 48197
COUNTY:	WAYNE
LATITUDE:	42° 14' 43.192" N
LONGITUDE:	83° 38' 26.479" W
DESIGN TYPE:	COLOCATION

SHEET TITLE:

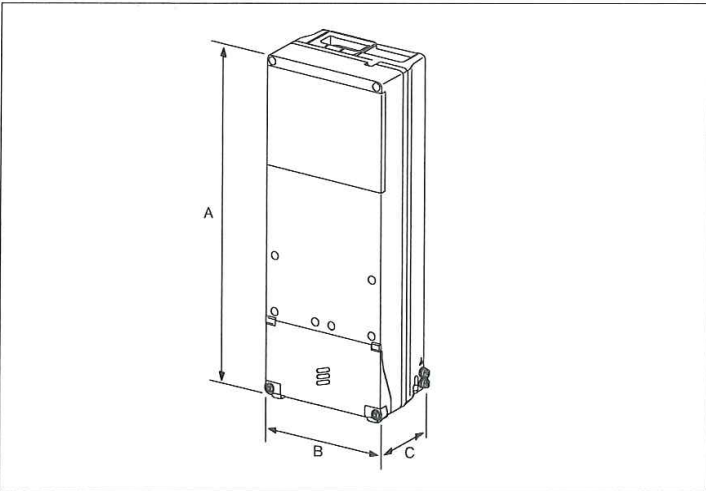
SITE DETAILS

DRAWING NO.	REVISION:
C4	0

Technical Data

Description	Value
Frequency	N261 (27.5–28.35 GHz)
Number of carriers	Config mode 2: Up to 8 Config mode 1: Up to 16
Operating bandwidth	Config mode 2: 800 MHz Config mode 1: 1600 MHz
Component carrier bandwidth	50MHz, 100 MHz
EIRP ⁽¹⁾	Config mode 2: 53 dBm per RF beam in boresight , 56 dBm per radio Config mode 1: 47 dBm per RF beam in boresight , 53 dBm per radio
EIS_REFSENS_50M	Config mode 2: -109 dBm Config mode 1: -106 dBm

(1) The MaxTxPower can be configured up to 10 dB lower than the stated EIRP without product performance being degraded. If the MaxTxPower is configured lower than the given power limit here, significant performance degradation will occur.

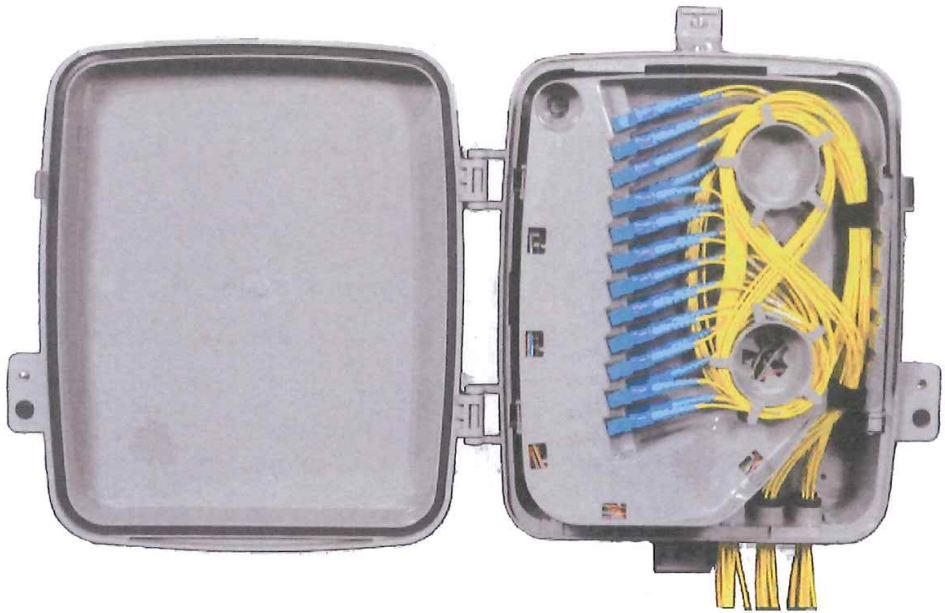


Dimensions, Weight, and Color

Dimensions	
Height (A)	511 mm
Width (B)	200 mm
Depth (C)	125 mm
Weight	14 kg
Color	Gray
Reference number: NCS S 1002-B	

CFIT BOX

PART CODE: CFIT-C48D4LHXVZ
DESIGNED BY CHARLES INDUSTRIES



PRODUCT SPECIFICATIONS

TECHNICAL SPECIFICATIONS	
HEIGHT (PANEL ONLY)	15 in.
DEPTH, BASE (FRONT TO BACK)	5.5 in.
WIDTH	12 in.
WEIGHT	4 lbs.
CONSTRUCTION	RUGGED UL94-5VA GRAY POLYCARBONATE
SUPPORTED FIBER CONNECTOR TYPES	SC, LC or MPO
COMPLIANCE	DESIGNED TO MEET GR-950, GR2898, NEMA 4, IP66
SPLICING CAPACITY	UP TO THREE (3) 4"x6" HINGED SPLICE TRAYS ON FEED FIBER SIDE.
BULKHEAD CAPACITY	24 SC ADAPTERS

PREPARED FOR:

verizon

PREPARED BY:

TeleCAD
Wireless

1961 NORTHPOINT BLVD, SUITE 130
HIKSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

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CHECKED BY:	CTD

REVISIONS

NO.	DATE	BY	DESCRIPTION
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A	07/09/20	USE	PRELIMINARY REVIEW

ENGINEER'S STAMP:



SITE NAME:	45512
ADDRESS:	1724 W CROSS ST YPSILANTI, MI 48197
COUNTY:	WAYNE
LATITUDE:	42° 14' 43.192" N
LONGITUDE:	83° 38' 26.479" W
DESIGN TYPE:	COLOCATION

SHEET TITLE:

EQUIPMENT DETAILS

DRAWING NO.	REVISION:
C5	0

1 6701 ANTENNA

N.T.S.

2 CFIT BOX

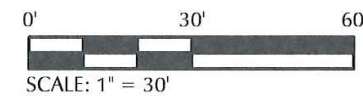
N.T.S.

1. PROVIDE AND INSTALL WARNING TAPE FOR ELECTRIC SERVICE CONDUIT 18" ABOVE CONDUITS.
2. CONTRACTOR TO PAY FOR THE SERVICE AS DIRECTED BY THE MUNICIPALITY.
3. CONTRACTOR TO USE PVC SCH 80 CONDUIT WHERE CONDUITS CROSS ACCESS ROADS.
4. CONTRACTOR SHALL COORDINATE WITH ELECTRIC COMPANY FOR SERVICES.
5. CONTRACTOR TO PAY ALL FEES FOR SERVICES REQUIRED.
6. CONTRACTOR TO BE ADVISED THAT EXISTING UNDERGROUND CONDUITS, GROUND CABLES EXIST. DIG WITH CAUTION.
7. CONTRACTOR TO VERIFY POWER AND TELCO LB LOCATIONS AND FLEX CONDUIT SIZE AND ROUTING TO THE EQUIPMENT WITH MANUFACTURER'S DRAWINGS.
8. OPEN CUT CONSTRUCTION THROUGH EXISTING PAVEMENT, I.E. ROADWAYS, PARKING AREAS, SIDEWALKS WILL NOT BE ALLOWED. CONSTRUCTION UNDER EXISTING PAVEMENTS WILL BE REQUIRED TO BE INSTALLED WITH DIRECTIONAL BORING TECHNIQUE.

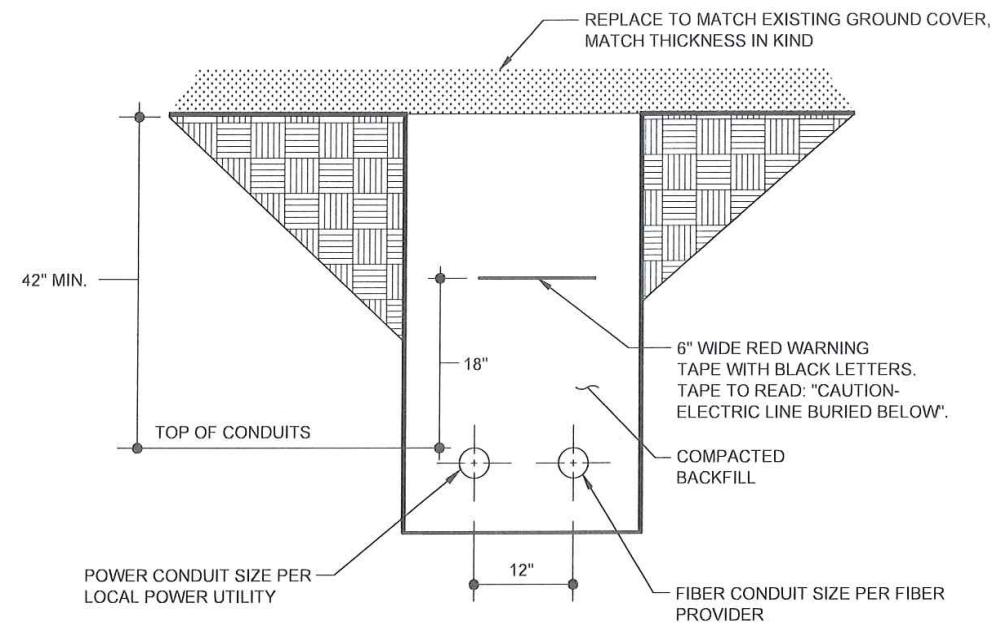
1. ALL POWER CONDUITS ABOVE GRADE, SWEEPS, & ELBOWS TO BE PVC SCH 40.

SERVICE CONDUCTOR MAXIMUM DISTANCE CHART (BASED ON 80 AMP MAX. CONTINUOUS LOAD)			
WIRE SIZE	ALUMINUM	COPPER	CONDUIT SIZE
	120V	120V	
3 AWG	55'	90'	1" MIN
2 AWG	70'	115'	1 1/4" MIN
1 AWG	85'	145'	1 1/4" MIN
1/0 AWG	110'	180'	1 1/2" MIN
2/0 AWG	140'	230'	1 1/2" MIN
3/0 AWG	175'	290'	2" MIN
4/0 AWG	220'	365'	2" MIN
250 KCMIL	265'	435'	2" MIN
300 KCMIL	315'	520'	2 1/2" MIN
350 KCMIL	370'	610'	2 1/2" MIN
400 KCMIL	420'	695'	2 1/2" MIN
500 KCMIL	530'	870'	3" MIN

OVERHEAD UTILITIES	_____ DHU _____	CATCH BASIN	
UNDERGROUND POWER	_____ UGP _____	STREET SIGN	—
OVERHEAD POWER	_____ DHP _____ DHP _____	4 WAY STREET SIGN	
UNDERGROUND TELCO	_____ UGT _____	UTILITY POLE	
OVERHEAD TELCO	_____ DHT _____	LIGHT POLE	
GAS LINE	_____ GAS _____ GAS _____	WATER VALVE	
FENCE	— x — x — x — x — x —	MANHOLE	
WOOD FENCE	— o — o — o — o — o —	GAS VALVE	
SEWER LINE	_____ SVR _____ SVR _____	FIRE HYDRANT	
WATER LINE	_____ VTR _____	TELCO PEDESTAL	
HYBRID CABLE	_____ HYB _____	ELECTRICAL BOX	
HIGH VOLTAGE POWER	_____ HVP _____		
FIBER	_____ FBR _____		
RIGHT-OF-WAY	_____ ROW _____ ROW _____		
PROPERTY LINE	_____ PL _____ PL _____		



0



1	SINGLE POINT RADIAL GROUND DETAIL
---	-----------------------------------

N.T.S.

2	TRENCH DETAIL (IF REQUIRED)
---	-----------------------------

N.T.S.



PREPARED BY:

TeleCAD
Wireless

1961 NORTHPOINT BLVD, SUITE 130
HIXSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

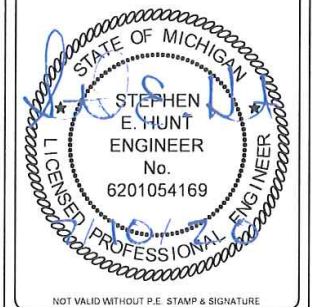
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CHECKED BY:	CTD

REVISIONS

D	07/10/20	AJD	CONSTRUCTION ISSUE
A	07/09/20	USE	PRELIMINARY REVIEW
NO.	DATE	BY	DESCRIPTION

ENGINEER'S STAMP:



SITE NAME: 45512

ADDRESS:
1724 W CROSS ST
YPSILANTI, MI 48197

COUNTY: WAYNE

LATITUDE: 42° 14' 43.192" N

LONGITUDE: 83° 38' 26.479" W

DESIGN TYPE:
COLOCATION

SHEET TITLE:

ELECTRICAL DETAILS

DRAWING NO.

E2

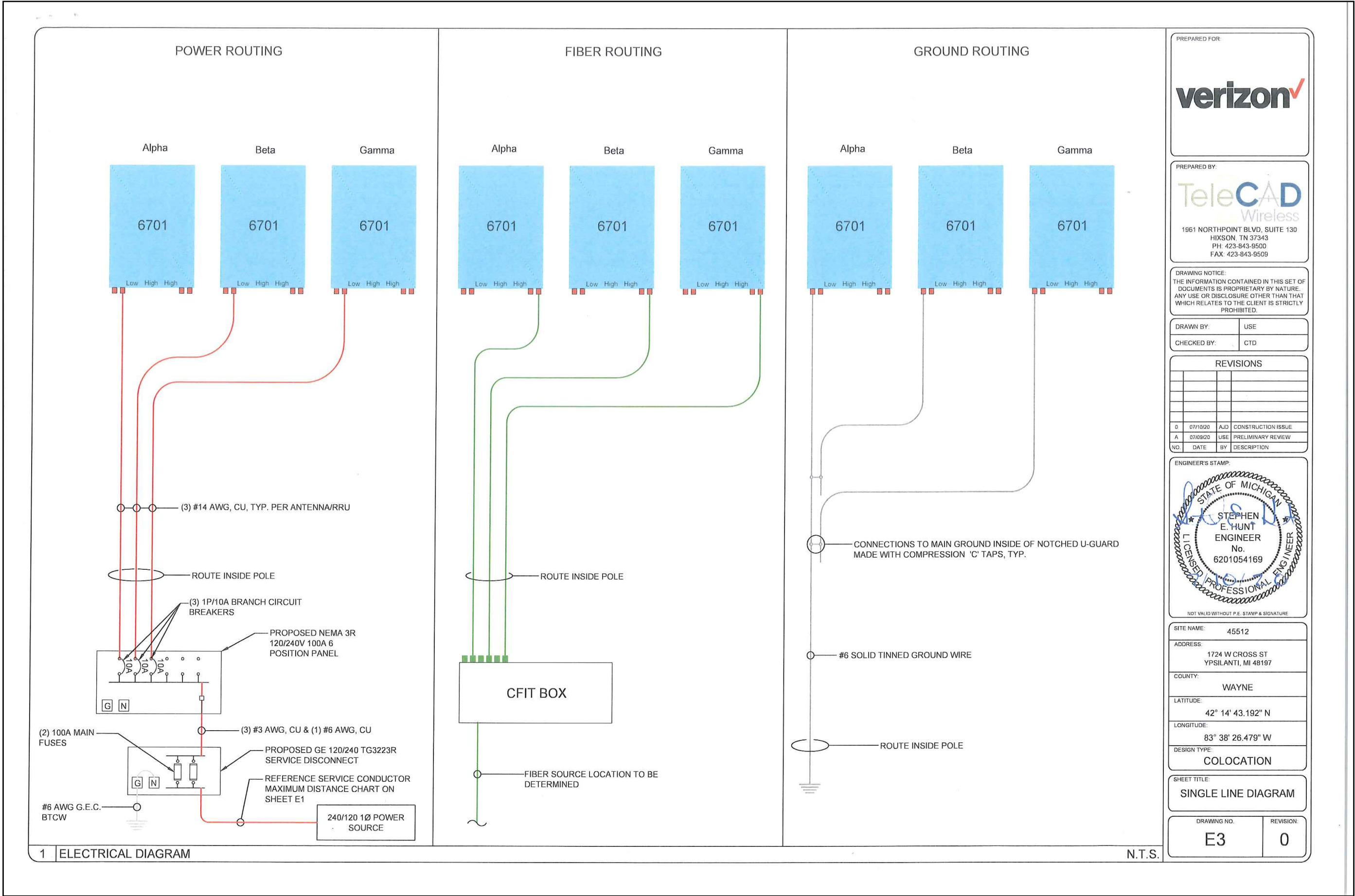
REVISION:

0

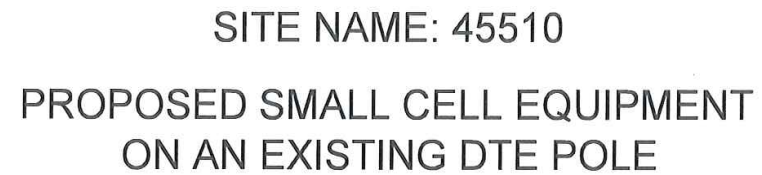
3	GROUND ROD DETAIL
---	-------------------

N.T.S.

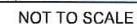
4	DETAIL NOT IN USE
---	-------------------



SITE NAME:	4550
SITE ADDRESS: (ESTIMATED)	1807 WITMIRE AVE YPSILANTI, MI 48197
COUNTY:	WASHTENAW
JURISDICTION:	CITY OF YPSILANTI
<u>SITE COORDINATES:</u>	
LATITUDE:	42° 15' 1.767" N
LATITUDE:	42.25049°
LONGITUDE:	83° 38' 25.036" W
LONGITUDE:	-83.64029°
ELEVATION:	±769'-9"
PROPERTY DEFINITION:	R.O.W.
FUZE PROJECT ID:	15899291
PSLC CODE:	577382
EXISTING POLE HEIGHT:	40'-0"



VICINITY MAP



LOCATION MAP



1 (800) 482-7171
www.missdig.com
CONTRACTOR TO CALL MICHIGAN
ONE-CALL SYSTEMS AT LEAST 72 HOURS
PRIOR TO DIGGING.

[illegible]

- INSTALLING EQUIPMENT
 - CFIT BOX
 - DISCONNECT
- CONNECTING ONSITE UTILITIES TO WIRELESS EQUIPMENT



TeleCAD Wireless

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1	08/28/20	JCJ	CONSTRUCTION ISSUE
0	02/27/20	JSK	CONSTRUCTION ISSUE
A	02/24/20	LA	PRELIMINARY REVIEW
NO.	DATE	BY	DESCRIPTION

STATE OF MICHIGAN
STEPHEN E. HUNT
ENGINEER
No. 6201054169
3/8/7
LICENSED PROFESSIONAL ENGINEER

NOT VALID WITHOUT P.E. STAMP & SIGNATURE

ADDRESS:
1807 WITMIRE AVE
YPSILANTI, MI 48197

LATITUDE: 42° 15' 1.767" N

DESIGN TYPE:
COLOCATION

DRAWING NO.
T1

REVISION:
1

GENERAL NOTES

1. THESE NOTES SHALL BE CONSIDERED A PART OF THE WRITTEN SPECIFICATIONS.
2. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED IN THE CONTRACT DOCUMENTS.
3. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTOR(S) SHALL VISIT THE JOB SITE(S) AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED PER THE CONTRACT DOCUMENTS. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE IMPLEMENTATION ENGINEER AND ARCHITECT/ENGINEER.
4. THE CONTRACTOR SHALL RECEIVE WRITTEN AUTHORIZATION TO PROCEED ON ANY WORK NOT CLEARLY DEFINED OR IDENTIFIED IN THE CONSTRUCTION DOCUMENTS BEFORE STARTING ANY WORK.
5. ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES INCLUDING APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS.
6. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH THE MANUFACTURER RECOMMENDATIONS. IF THESE RECOMMENDATIONS ARE IN CONFLICT WITH THE CONTRACT DOCUMENTS AND/OR APPLICABLE CODES OR REGULATIONS, REVIEW THE CONFLICT FOR DIRECTION WITH THE IMPLEMENTATION ENGINEER AND ARCHITECT/ENGINEER PRIOR TO PROCEEDING.
7. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES AND FOR COORDINATION OF ALL PORTIONS OF THE WORK UNDER THE CONTRACT INCLUDING CONTACT AND COORDINATION WITH THE IMPLEMENTATION TEAM AND WITH THE AUTHORIZED REPRESENTATIVE OF ANY OUTSIDE POLE OR PROPERTY OWNER. (BASE COMMANDER OR AUTHORIZED AGENT)
8. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, PAVING, CURBS, VEGETATION, GALVANIZED SURFACE OR OTHER EXISTING ELEMENTS AND UPON COMPLETION OF THE WORK, REPAIR ANY DAMAGE THAT OCCURRED DURING CONSTRUCTION TO THE SATISFACTION OF EXTENT.
9. KEEP THE GENERAL AREA CLEAN, HAZARD FREE AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION DAILY.
10. PLANS ARE INTENDED TO BE DIAGRAMMATIC ONLY AND SHOULD NOT BE SCALED UNLESS OTHERWISE NOTED. RELY ONLY ON ANNOTATED DIMENSIONS AND REQUEST INFORMATION IF ADDITIONAL DIMENSIONS ARE REQUIRED.
11. THE EXISTENCE AND LOCATION OF UTILITIES AND OTHER AGENCY'S FACILITIES ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. OTHER FACILITIES MAY EXIST BEYOND WHAT IS NOTED. CONTRACTOR SHALL VERIFY LOCATIONS PRIOR TO START OF CONSTRUCTION AND USE EXTREME CARE AND PROTECTIVE MEASURES TO PREVENT DAMAGE TO THESE FACILITIES. CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF UTILITIES OR OTHER AGENCY'S FACILITIES WITHIN THE LIMITS OF THE WORK, WHETHER THEY ARE IDENTIFIED IN THE CONTRACT DOCUMENTS OR NOT.
12. ALL MOUNTING HARDWARE SUCH AS BOLTS, NUTS, LAG SCREWS, CLEVIS, CONDUIT STRAPS, STAPLES, (ANYTHING EXPOSED AND CONNECTING EQUIPMENT TO THE POLE SHALL BE HOT DIPPED GALVANIZED, UNLESS OTHERWISE STATED)

DEFINITIONS

1. "TYPICAL" OR "TYP." MEANS THAT THIS ITEM IS VIRTUALLY IDENTICAL ACROSS SIMILAR CONDITIONS. "TYP." SHALL BE UNDERSTOOD TO MEAN "TYPICAL WHERE OCCURS" AND SHALL NOT BE CONSIDERED AS WITHOUT EXCEPTION OR CONSIDERATION OF SPECIFIC CONDITIONS.
2. "SIMILAR" MEANS COMPARABLE TO CHARACTERISTICS FOR CONDITION NOTED. VERIFY DIMENSIONS AND ORIENTATION ON PLAN.
3. "AS REQUIRED" MEANS AS REQUIRED BY REGULATORY REQUIREMENTS BY REFERENCED STANDARDS, BY EXISTING CONDITIONS, BY GENERALLY ACCEPTED CONSTRUCTION PRACTICE OR BY THE CONTRACT DOCUMENTS.
4. "ALIGN" MEANS ACCURATELY LOCATE FINISH FACES OF MATERIALS IN THE SAME PLANE.
5. THE TERM "VERIFY" OR "V.I.F" SHALL BE UNDERSTOOD TO MEAN VERIFY IN FIELD WITH ARCHITECT AND REQUIRES THAT THE CONTRACTOR CONFIRM INTENTION REGARDING NOTED CONDITION AND PROCEED ONLY AFTER RECEIVING DIRECTION.
6. WHERE THE WORDS "OR EQUAL" OR WORDS OF SIMILAR INTENT FOLLOW A MATERIAL SPECIFICATION, THEY SHALL BE UNDERSTOOD TO REQUIRE SIGNED APPROVAL OF ANY DEVIATION TO SAID SPECIFICATION PRIOR TO CONTRACTOR'S ORDERING OR INSTALLATION OF SUCH PROPOSED EQUAL PRODUCT.
7. FURNISH: SUPPLY ONLY, OTHERS TO INSTALL. INSTALL: INSTALL ITEMS FURNISHED BY OTHERS. PROVIDE: FURNISH AND INSTALL.

PROJECT SPECIFIC NOTES

1. THIS SET IS PROVIDED TO ILLUSTRATE THE EXPECTED SCOPE OF DRAWINGS, QUALITY OF DRAWINGS AND EXTENT GRAPHIC STANDARDS. NOTES ARE FOR A&E CONTRACTOR REFERENCE TO HELP CLARIFY THE SCOPE. ADDITIONAL DRAWINGS MAY BE REQUIRED TO MEET THE REQUIREMENTS OF A GIVEN BASE. ALL EXAMPLES SHOWN ARE FOR REFERENCE ONLY AND ANY NOTES, DETAILS, CALCULATIONS OR OTHER WORK NEEDS TO BE COMPLETED OR CONFIRMED BY THE CONTRACTOR GENERATING THE DRAWINGS IN CONSTRUCTION DOCUMENTS.
2. THIS SET IS TO BE PRINTED AT 11" x 17". IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM THIS SIZE IS ACCEPTABLE BY THE BASE AND TO PROVIDE A LARGER STANDARD SIZE IF REQUIRED.
3. IT IS THE RESPONSIBILITY OF THE ENGINEER TO CONFIRM ALL WORK SHOWN IS IN COMPLIANCE WITH BASE AND FEDERAL CODES. DRAWINGS SHOWN WITHIN THIS SET ARE SAMPLES AND MAY NOT REFLECT ALL OF THE REQUIRED ELEMENTS, CLEARANCES OR OTHER ITEMS OF ASSEMBLIES NEEDED TO BE CODE COMPLIANT IN THE PARTICULAR MUNICIPALITY THE NODE IS LOCATED WITHIN.

GROUND CONSTRUCTION NOTES:

1. 120/240V POWER REQUIRED FOR 3-WIRE SERVICE.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH FEDERAL STANDARDS AND REGULATIONS AS WELL AS NEC.
3. CALL MICHIGAN ONE CALL 72 HOURS PRIOR TO EXCAVATING AT (800) 482-7171.
4. ALL LANDSCAPING TO BE RESTORED TO ORIGINAL CONDITION OR BETTER.
5. ALL EQUIPMENT TO BE BONDED.
6. METERING CABINET (IF INSTALLED) REQUIRES 3' CLEARANCE AT DOOR OPENING.

STANDARD GROUNDING NOTES:

1. GROUND TESTED AT 25 OHMS OR LESS.
2. 5/8" x 8' RODS, CAD WELD OR UL LISTED DIRECT BURY CLAMP BELOW GRADE.
3. #6 GROUND AND BOND WIRE.
4. MOLDING, STAPLED EVERY 1' AND AT EACH END.
5. GROUND RODS 18" FROM POLE.

STANDARD CONDUIT NOTES:

1. FOR UNDERGROUND CONDUIT AND ABOVE GRADE RISERS USE SCHEDULE 40.
2. IF DIRECTIONAL BORING PLACE 1-1/4" SDR-11 GRAY CONDUIT FOR UNDERGROUND POWER APPLICATIONS.
3. IF TRENCHING, PLACE PVC SCH 40 CONDUIT PER TABLE ON SHEET E1 FOR UNDERGROUND POWER APPLICATIONS.
4. RISERS TO BE ATTACHED TO POLE WITH STANDARD STRAPS AND LAG SCREWS.
5. RISER STRAPS TO BE INSTALLED EVERY 5'.
6. CONDUIT UNDER 1" MAY BE ATTACHED WITH GROUND WIRE MOLDING STAPLES.
7. ALL CONDUIT WILL BE PROOFED WITH A MANDREL AND EQUIPPED WITH PULL ROPE OR MULE TAPE.

STANDARD TRENCHING NOTES:

1. MAINTAIN 42" MINIMUM COVER FOR ELECTRICAL CONDUIT.
2. MAINTAIN 42" MINIMUM COVER FOR COMMUNICATION CONDUIT.
3. IN STREET SLURRY TO GRADE AND MILL DOWN 1-1/2" FOR AC CAP.
4. IN DIRT SLURRY 18" FROM GRADE AND FILL WITH 95% COMPACTION NATIVE SOIL FOR BALANCE.
5. PLACE WARNING TAPE IN TRENCH 18" ABOVE ALL CONDUITS AND #18 WARNING TAPE ABOVE GROUND EQUIPMENT.

UTILITY POLE CONSTRUCTION NOTES:

1. NO BOLT THREADS TO PROTRUDE MORE THAN 1/2".
2. FILL ALL HOLES LEFT IN POLE FROM REARRANGEMENT OF CLIMBERS.
3. ALL CLIMB STEPS NEXT TO CONDUIT SHALL HAVE EXTENDED STEPS.
4. CABLE NOT TO IMPEDE 15" CLEAR SPACE OFF POLE FACE.
5. 90° SHORT SWEEP UNDER ANTENNA ARM. ALL CABLES MUST ONLY TRANSITION ON THE INSIDE OR BOTTOM OF ARMS (NO CABLE ON TOP OF ARMS).
6. USE CABLE CLAMPS TO SECURE CABLE TO ARMS; PLACE 2" CARRIER ID TAGS ON BOTH SIDE OF ARMS.
7. USE 90° CONNECTOR AT CABLE CONNECTION TO ANTENNAS.
8. USE 1/2" CABLE ON ANTENNAS UNLESS OTHERWISE SPECIFIED.
9. FILL VOID AROUND CABLES AT CONDUIT OPENING WITH FOAM SEALANT TO PREVENT WATER INTRUSION.

VERIZON WIRELESS CONSTRUCTION NOTES:

1. CONTRACTOR IS TO FOLLOW THE MOST CURRENT VZW STANDARDS DOCUMENTS PROVIDED TO COMPLETE THIS INSTALLATION.
2. CONTRACTOR SHALL COMPLETE VZW PROVIDED "SMALL CELL SWEEP REPORT" WITH ALL INFORMATION FILLED IN ACCURATELY AND COMPLETELY.
3. CONTRACTOR TO REFER TO THE MOST CURRENT VZW STANDARDS FOR APPROVED "PIM" TEST EQUIPMENT AND GUIDELINES.
4. CONTRACTOR IS TO USE BATTERY POWERED "PIM" EQUIPMENT TO VALIDATE THE FINAL LOCATION OF THE JUMPER AND ANTENNA ARE FREE OF INTERNAL AND EXTERNAL "PIM" SOURCES.
5. CONTRACTOR SHALL PROVIDE AT LEAST ONE TECHNICAL LEAD THAT IS CERTIFIED AND PROFICIENT IN EXECUTING, INTERPRETING AND RECORDING "PIM" MEASUREMENTS.

PREPARED FOR:

verizon

PREPARED BY:

TeleCAD
Wireless

1961 NORTHPOINT BLVD, SUITE 130
HIXSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

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DRAWN BY:

LA

CHECKED BY:

CTD

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	08/28/20	JCJ	CONSTRUCTION ISSUE
0	02/27/20	JSK	CONSTRUCTION ISSUE
A	02/24/20	LA	PRELIMINARY REVIEW

ENGINEER'S STAMP:



SITE NAME: 45510

ADDRESS:

1807 WITMIRE AVE
YPSILANTI, MI 48197

COUNTY:

WASHTENAW

LATITUDE:

42° 15' 1.767" N

LONGITUDE:

83° 38' 25.036" W

DESIGN TYPE:

COLOCATION

SHEET TITLE:

GENERAL NOTES

DRAWING NO.

GN1

REVISION:

1

NOTES:

- 1. THIS DRAWING IS BASED ON AERIAL IMAGERY AND FIELD OBSERVATIONS. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- 2. THE PROPOSED USE DOES NOT REQUIRE FULL OR PART TIME EMPLOYEES AT THE SITE.
- 3. FOR GENERAL SITE WORK NOTES, SEE SHEET GN1.
- 4. ALL NORTH ARROWS ON SITE PLANS ARE TRUE NORTH, UNLESS OTHERWISE SPECIFIED.
- 5. OPEN CUT CONSTRUCTION THROUGH EXISTING PAVEMENT, I.E. ROADWAYS, PARKING AREAS, SIDEWALKS WILL NOT BE ALLOWED. CONSTRUCTION UNDER EXISTING PAVEMENTS WILL BE REQUIRED TO BE INSTALLED WITH DIRECTIONAL BORING TECHNIQUE.
- 6. RIGHT OF WAY INFORMATION ACQUIRED FROM GIS.

LEGEND

OVERHEAD UTILITIES	DHJ	CATCH BASIN	⌘
UNDERGROUND POWER	UGP	STREET SIGN	—
OVERHEAD POWER	DHP	4 WAY STREET SIGN	+
UNDERGROUND TELCO	UGT	UTILITY POLE	⊗
OVERHEAD TELCO	DHT	LIGHT POLE	⊙
GAS LINE	GAS	WATER VALVE	⊗
FENCE	— x — x — x —	MANHOLE	⊗
WOOD FENCE	— o — o — o —	GAS VALVE	⊗
SEWER LINE	SVR	FIRE HYDRANT	⊗
WATER LINE	WTR	TELCO PEDESTAL	⊗
HYBRID CABLE	HYS	ELECTRICAL BOX	⊗
HIGH VOLTAGE POWER	HVP		
FIBER	FBR		
RIGHT-OF-WAY	RDW		
PROPERTY LINE	PL		

UTILITY NOTE:

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

PREPARED FOR:



PREPARED BY:



1961 NORTHPOINT BLVD, SUITE 130
HIXSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

DRAWING NOTICE:

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DRAWN BY:

LA

CHECKED BY:

CTD

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	08/28/20	JCJ	CONSTRUCTION ISSUE
0	02/27/20	JSK	CONSTRUCTION ISSUE
A	02/24/20	LA	PRELIMINARY REVIEW

ENGINEER'S STAMP:



SITE NAME:

45510

ADDRESS:

1807 WITMIRE AVE
YPSILANTI, MI 48197

COUNTY:

WASHTENAW

LATITUDE:

42° 15' 1.767" N

LONGITUDE:

83° 38' 25.036" W

DESIGN TYPE:

COLOCATION

SHEET TITLE:

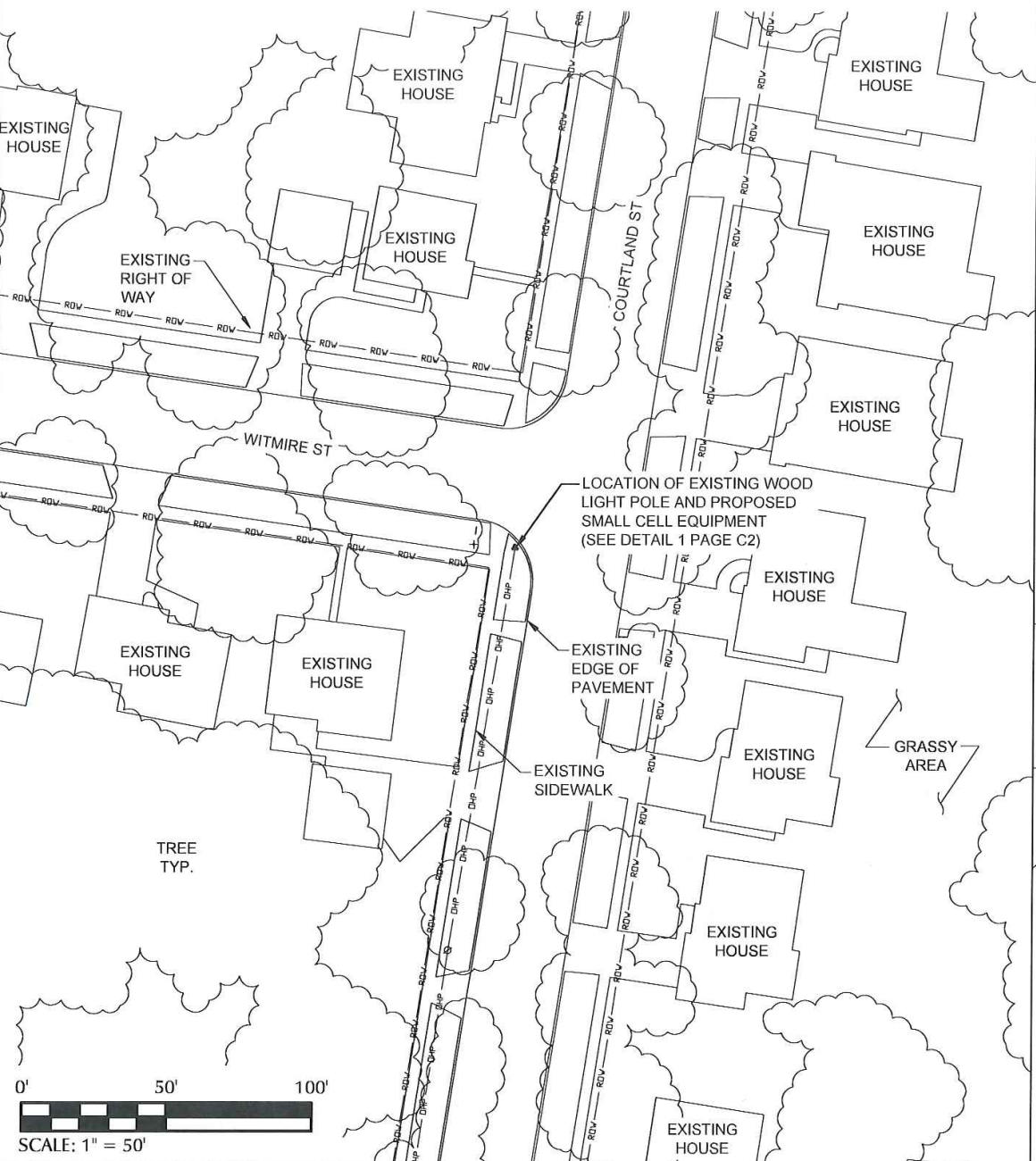
SITE LAYOUTS

DRAWING NO.

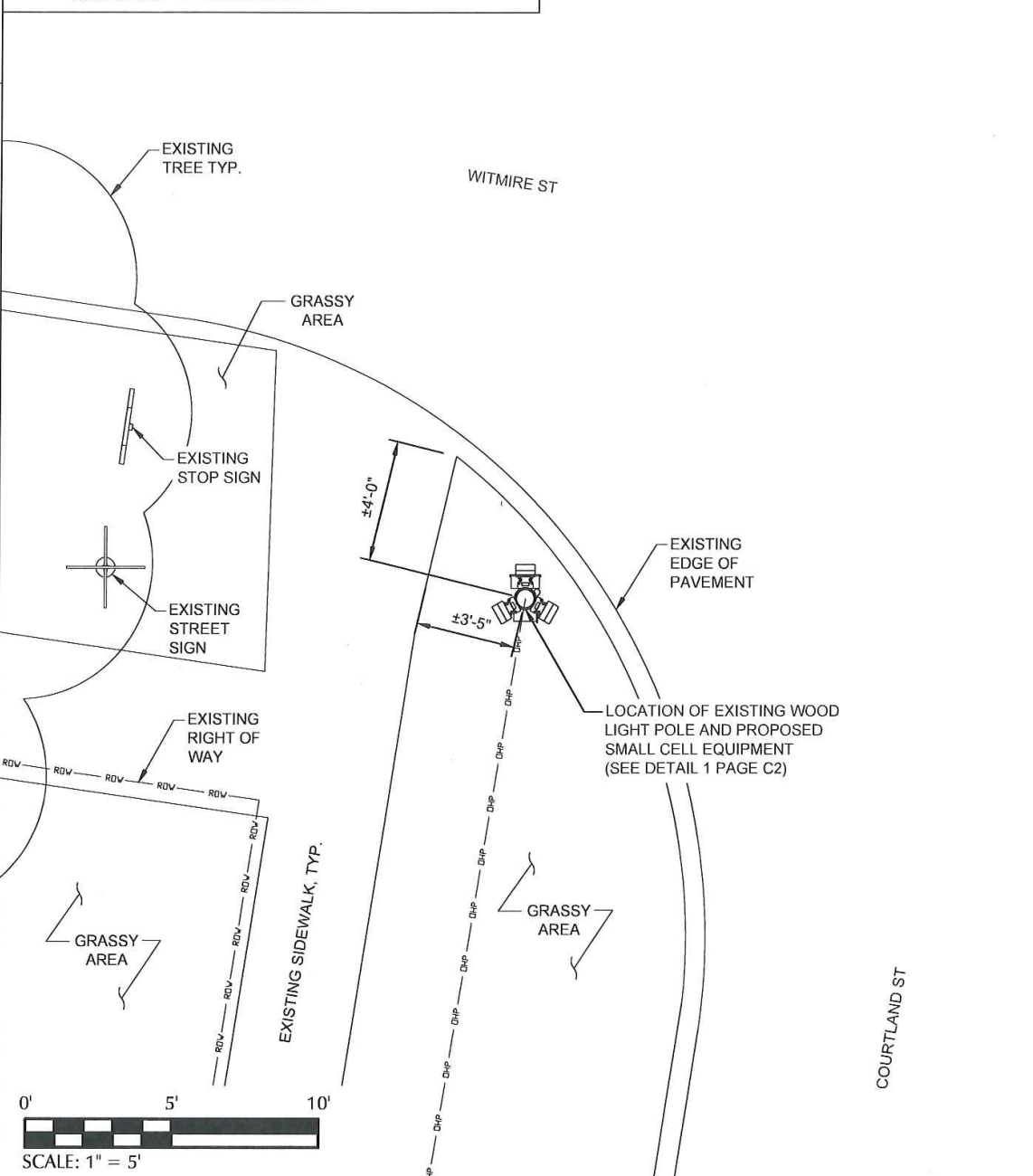
C1

REVISION:

1



1 OVERALL SITE LAYOUT



2 ENLARGED SITE LAYOUT



PREPARED FOR:

verizon

PREPARED BY:

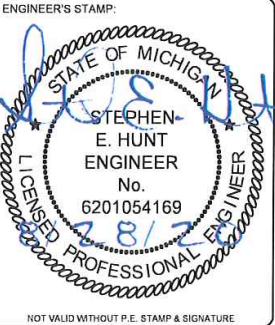
TeleCAD
Wireless

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YPSILANTI, MI 48197
COUNTY: WASHTENAW
LATITUDE: 42° 15' 1.767" N
LONGITUDE: 83° 38' 25.036" W
DESIGN TYPE: COLOCATION

SHEET TITLE:
SITE LAYOUT -
AERIAL IMAGERY

DRAWING NO. C1A
REVISION: 1

1 OVERALL SITE LAYOUT - AERIAL IMAGERY

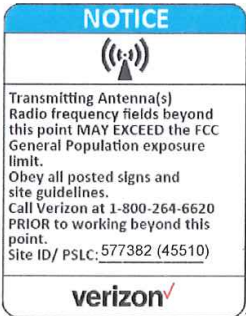
CONTRACTOR TO OBTAIN
LATEST RFDS FROM VERIZON
PRIOR TO CONSTRUCTION.

MAINTAIN A MIN. OF 3'-0"
CLEARANCE BETWEEN
DISCONNECT BOX AND ANY
COMM LINES

40" MIN. CLEARANCE
BELOW NEW TRIPLEX
SERVICE

5'-0" MIN. CLEARANCE ABOVE
ANY DTE EQUIPMENT TO
BOTTOM OF ANTENNA

REFER TO RFDS FOR SMALL
CELL AZIMUTHS



6'x7.5" VERTICAL
RF NOTICE SIGN
TYPICAL OF 2

PROPOSED ERICSSON
6701 ANTENNA
(SEE DETAIL 1 PAGE C5)

EXISTING WOOD
LIGHT POLE

PROPOSED RISER
AND WEATHER HEAD,
TRIPLEX SERVICE
PROVIDED BY
OTHERS

PROPOSED 120/240V GE
TG3223R DISCONNECT BOX

PROPOSED NEMA 3R
120/240V 100A
6 POSITION PANEL

PROPOSED U-GUARD

PROPOSED POLE
MOUNTED CFIT BOX
(SEE DETAIL 2 PAGE C5)

PRE-ASSEMBLE
DISCONNECT AND
BREAKER BOX ON
THINSTRUT

FINISH GRADE



INSTALL ON BREAKER PANEL

1 POLE ELEVATION

PREPARED FOR:

verizon

PREPARED BY:

TeleCAD
Wireless

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ENGINEER'S STAMP:



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ADDRESS:
1807 WITMIRE AVE
YPSILANTI, MI 48197

COUNTY:
WASHTENAW

LATITUDE:
42° 15' 1.767" N

LONGITUDE:
83° 38' 25.036" W

DESIGN TYPE:
COLOCATION

SHEET TITLE:
POLE ELEVATION

DRAWING NO.

C2

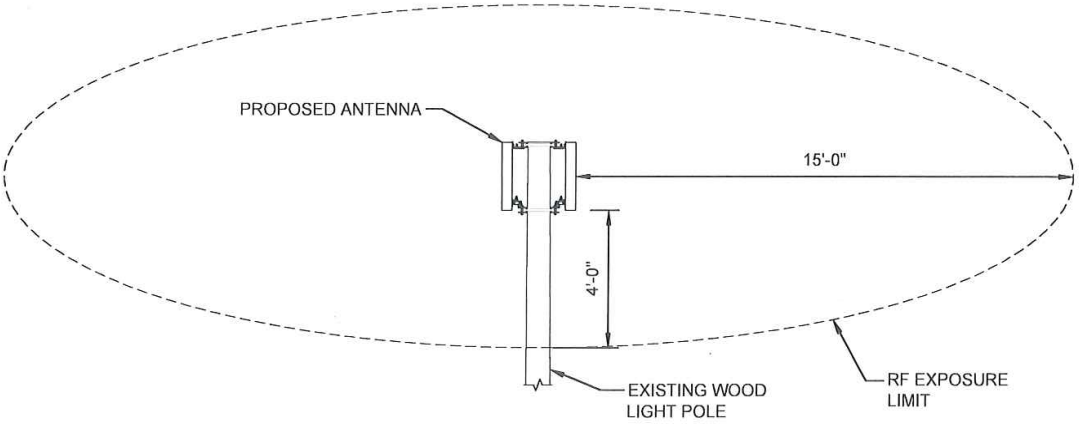
REVISION:

1

N.T.S.

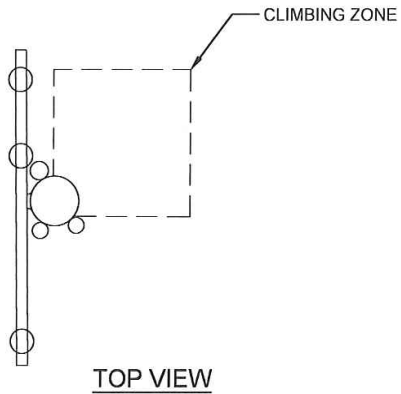
POLE ATTACHED EQUIPMENT	
EQUIPMENT	VOLUME (CU-FT)
6701 ANTENNA	0.46
6701 ANTENNA	0.46
6701 ANTENNA	0.46
TOTAL IN CU-FT	1.38

POLE ANCILLARY EQUIPMENT	
EQUIPMENT	VOLUME (CU-FT)
6 POSITION PANEL	0.80
DISCONNECT	0.57
CFIT BOX	0.60
TOTAL IN CU-FT	1.97



2 RF EXPOSURE LIMIT

N.T.S.



NOTES:

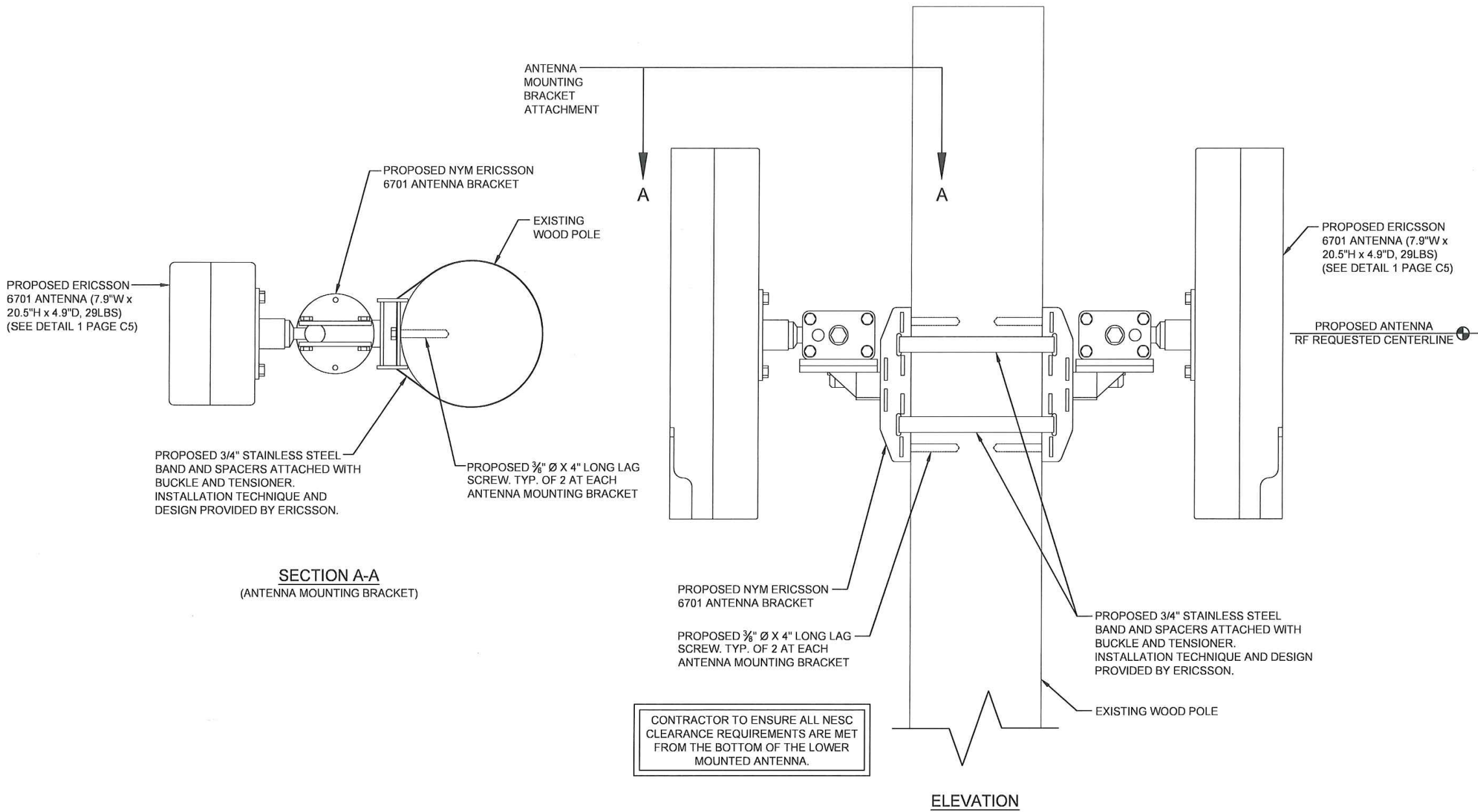
1. WORKING CLEARANCE FROM ENERGIZED ANTENNA MUST BE GREATER THAN 4 FT, OTHERWISE SHUT DOWN RADIO AND ANTENNA PER INSTRUCTIONS ON PLACARD OR BY OPENING DISCONNECT SWITCH TO RADIO EQUIPMENT ON POLE.
2. ANTENNA AND MOUNTING BRACKETS INSTALLED ABOVE DTE WIRES MUST BE INSTALLED AND MAINTAINED BY DTE OR DTE'S DESIGNATED CONTRACTOR.
3. VERTICAL CLIMBING ZONE MUST BE MAINTAINED ON ALL POLES. (SEE TOP VIEW)
4. BASE CABINET TO BE CLEARLY LABELED WITH OWNER'S NAME AND 1-800 PHONE NUMBER WITH 3/4" TALL LETTERING.
5. SHUTDOWN PLACARD TO BE PLACED ON THE POLE NEAR BASE CABINET AND DISCONNECT SWITCH BOX.
6. 5' FT MIN. CLEARANCE ABOVE ANY DTE EQUIPMENT.
7. ANTENNA POLE TOP CLEARANCES APPLY TO ANY DTE EQUIPMENT OR WIRES INSTALLED UNDER THE ANTENNA.

REFERENCE DTE ENERGY
CELLULAR ANTENNA SMALL CELL SITE CONSTRUCTION
LINE CONSTRUCTION STANDARDS 4-JOINT USE 1-4-26.1
DATED 11/1/2017

1 EQUIPMENT CU-FT. TABLE

3 DTE CLIMBING ZONE REQUIREMENT AND NOTES

N.T.S.



PREPARED FOR:

PREPARED BY:

1961 NORTHPOINT BLVD, SUITE 130
HIXSON, TN 37343
PH: 423-843-9500
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COUNTY: WASHTENAW
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LONGITUDE: 83° 38' 25.036" W
DESIGN TYPE: COLOCATION

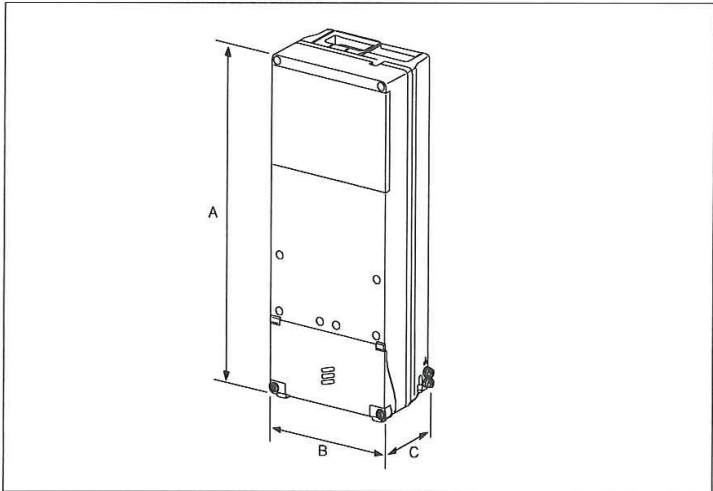
SHEET TITLE: SITE DETAILS

DRAWING NO. C4
REVISION: 1

Technical Data

Description	Value
Frequency	N261 (27.5–28.35 GHz)
Number of carriers	Config mode 2: Up to 8 Config mode 1: Up to 16
Operating bandwidth	Config mode 2: 800 MHz Config mode 1: 1600 MHz
Component carrier bandwidth	50MHz, 100 MHz
EIRP ⁽¹⁾	Config mode 2: 53 dBm per RF beam in boresight , 56 dBm per radio Config mode 1: 47 dBm per RF beam in boresight , 53 dBm per radio
EIS _{REFSENS_50M}	Config mode 2: -109 dBm Config mode 1: -106 dBm

(1) The MaxTxPower can be configured up to 10 dB lower than the stated EIRP without product performance being degraded. If the MaxTxPower is configured lower than the given power limit here, significant performance degradation will occur.

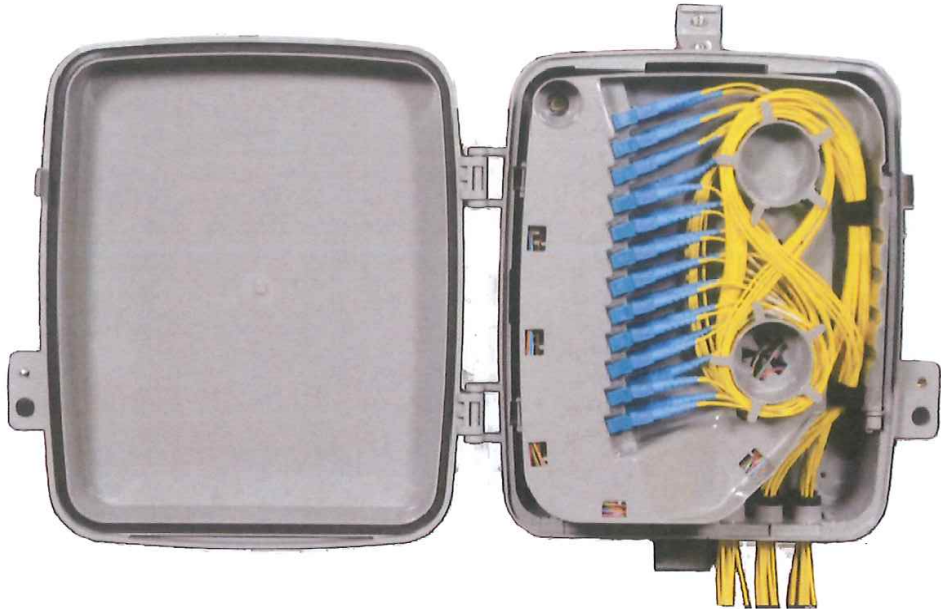


Dimensions, Weight, and Color

Dimensions	
Height (A)	511 mm
Width (B)	200 mm
Depth (C)	125 mm
Weight	14 kg
Color	Gray Reference number: NCS S 1002-B

CFIT BOX

PART CODE: CFIT-C48D4LHXVZ
DESIGNED BY CHARLES INDUSTRIES



PRODUCT SPECIFICATIONS

TECHNICAL SPECIFICATIONS	
HEIGHT (PANEL ONLY)	15 in.
DEPTH, BASE (FRONT TO BACK)	5.5 in.
WIDTH	12 in.
WEIGHT	4 lbs.
CONSTRUCTION	RUGGED UL94-5VA GRAY POLYCARBONATE
SUPPORTED FIBER CONNECTOR TYPES	SC, LC or MPO
COMPLIANCE	DESIGNED TO MEET GR-950, GR2898, NEMA 4, IP66
SPLICING CAPACITY	UP TO THREE (3) 4"x6" HINGED SPLICE TRAYS ON FEED FIBER SIDE.
BULKHEAD CAPACITY	24 SC ADAPTERS

PREPARED FOR:

verizon

PREPARED BY:

TeleCAD
Wireless

1961 NORTHPOINT BLVD, SUITE 130
HIKSON, TN 37343
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LONGITUDE: 83° 38' 25.036" W
DESIGN TYPE: COLOCATION

SHEET TITLE:
EQUIPMENT DETAILS

DRAWING NO. C5
REVISION: 1

1 6701 ANTENNA

N.T.S.

2 CFIT BOX

N.T.S.

ELECTRICAL NOTES:

- 1. PROVIDE AND INSTALL WARNING TAPE FOR ELECTRIC SERVICE CONDUIT 18" ABOVE CONDUITS.
- 2. CONTRACTOR TO PAY FOR THE SERVICE AS DIRECTED BY THE MUNICIPALITY.
- 3. CONTRACTOR TO USE PVC SCH 80 CONDUIT WHERE CONDUITS CROSS ACCESS ROADS.
- 4. CONTRACTOR SHALL COORDINATE WITH ELECTRIC COMPANY FOR SERVICES.
- 5. CONTRACTOR TO PAY ALL FEES FOR SERVICES REQUIRED.
- 6. CONTRACTOR TO BE ADVISED THAT EXISTING UNDERGROUND CONDUITS, GROUND CABLES EXIST. DIG WITH CAUTION.
- 7. CONTRACTOR TO VERIFY POWER AND TELCO LB LOCATIONS AND FLEX CONDUIT SIZE AND ROUTING TO THE EQUIPMENT WITH MANUFACTURER'S DRAWINGS.
- 8. OPEN CUT CONSTRUCTION THROUGH EXISTING PAVEMENT, I.E. ROADWAYS, PARKING AREAS, SIDEWALKS WILL NOT BE ALLOWED. CONSTRUCTION UNDER EXISTING PAVEMENTS WILL BE REQUIRED TO BE INSTALLED WITH DIRECTIONAL BORING TECHNIQUE.

UTILITY NOTES:

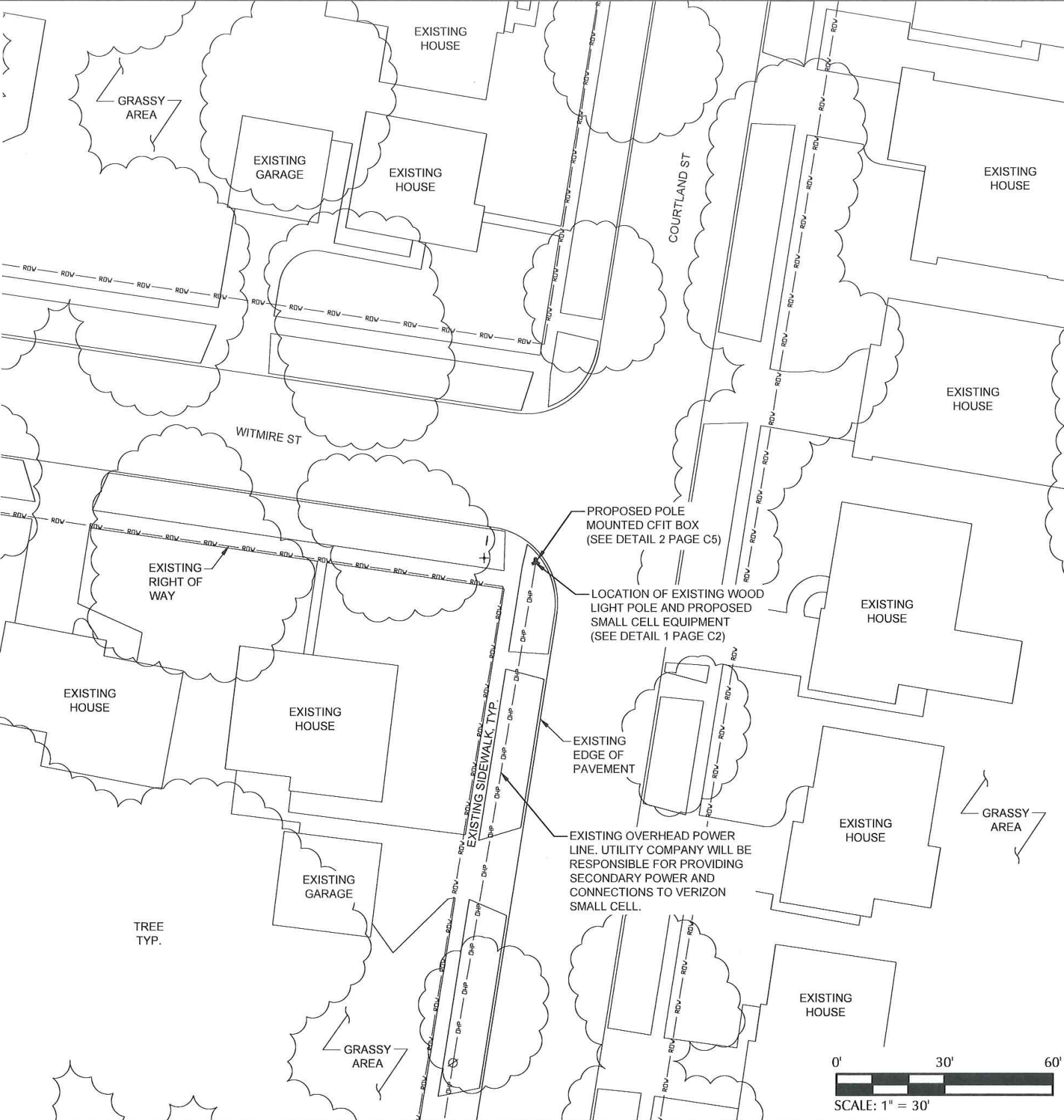
- 1. ALL POWER CONDUITS ABOVE GRADE, SWEEPS, & ELBOWS TO BE PVC SCH 40.

STANDARD POWER SUPPLY FOR THE SMALL CELL NODES IS A 100 AMP 120/240 VOLT SINGLE PHASE SERVICE

SERVICE CONDUCTOR MAXIMUM DISTANCE CHART (BASED ON 80 AMP MAX. CONTINUOUS LOAD)			
WIRE SIZE	ALUMINUM	COPPER	CONDUIT SIZE
	120V	120V	
3 AWG	55'	90'	1" MIN
2 AWG	70'	115'	1 1/4" MIN
1 AWG	85'	145'	1 1/4" MIN
1/0 AWG	110'	180'	1 1/2" MIN
2/0 AWG	140'	230'	1 1/2" MIN
3/0 AWG	175'	290'	2" MIN
4/0 AWG	220'	365'	2" MIN
250 KCMIL	265'	435'	2" MIN
300 KCMIL	315'	520'	2 1/2" MIN
350 KCMIL	370'	610'	2 1/2" MIN
400 KCMIL	420'	695'	2 1/2" MIN
500 KCMIL	530'	870'	3" MIN

LEGEND

OVERHEAD UTILITIES	— OHU —	CATCH BASIN	▢
UNDERGROUND POWER	— UGP —	STREET SIGN	—
OVERHEAD POWER	— OHP — OHP —	4 WAY STREET SIGN	+
UNDERGROUND TELCO	— UGT —	UTILITY POLE	⊗
OVERHEAD TELCO	— OHT —	LIGHT POLE	⊙
GAS LINE	— GAS — GAS —	WATER VALVE	⊗
FENCE	— x — x — x — x —	MANHOLE	⊙
WOOD FENCE	— o — o — o — o —	GAS VALVE	⊗
SEWER LINE	— SVR — SVR —	FIRE HYDRANT	⊙
WATER LINE	— WTR —	TELCO PEDESTAL	⊙
HYBRID CABLE	— HYB —	ELECTRICAL BOX	⊙
HIGH VOLTAGE POWER	— HVP —		
FIBER	— FBR —		
RIGHT-OF-WAY	— ROW — ROW —		
PROPERTY LINE	— PL — PL —		



PREPARED FOR:



PREPARED BY:



1961 NORTHPOINT BLVD, SUITE 130
HIXSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

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CHECKED BY:	CTD

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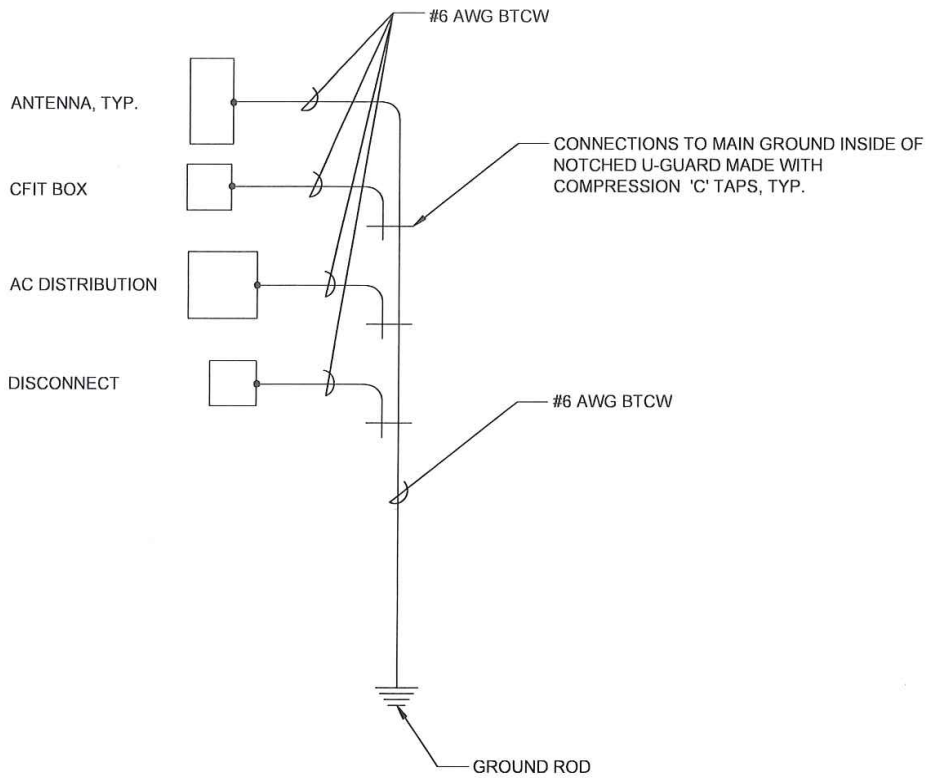
ENGINEER'S STAMP:



SITE NAME:	45510
ADDRESS:	1807 WITMIRE AVE YPSILANTI, MI 48197
COUNTY:	WASHTENAW
LATITUDE:	42° 15' 1.767" N
LONGITUDE:	83° 38' 25.036" W
DESIGN TYPE:	COLOCATION

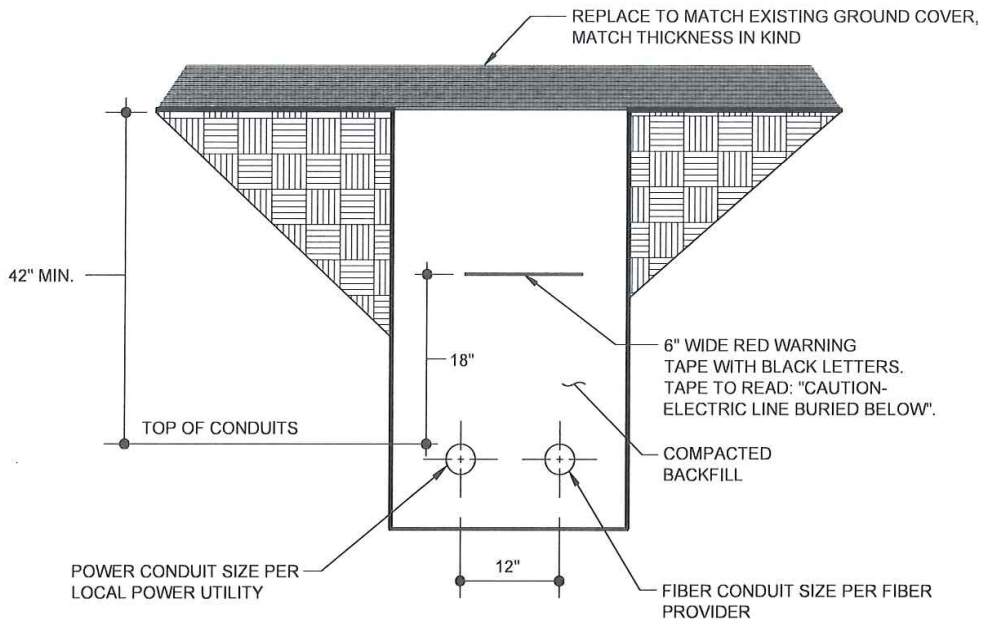
SHEET TITLE:
UTILITY SITE PLAN

DRAWING NO.	REVISION:
E1	1



1 SINGLE POINT RADIAL GROUND DETAIL

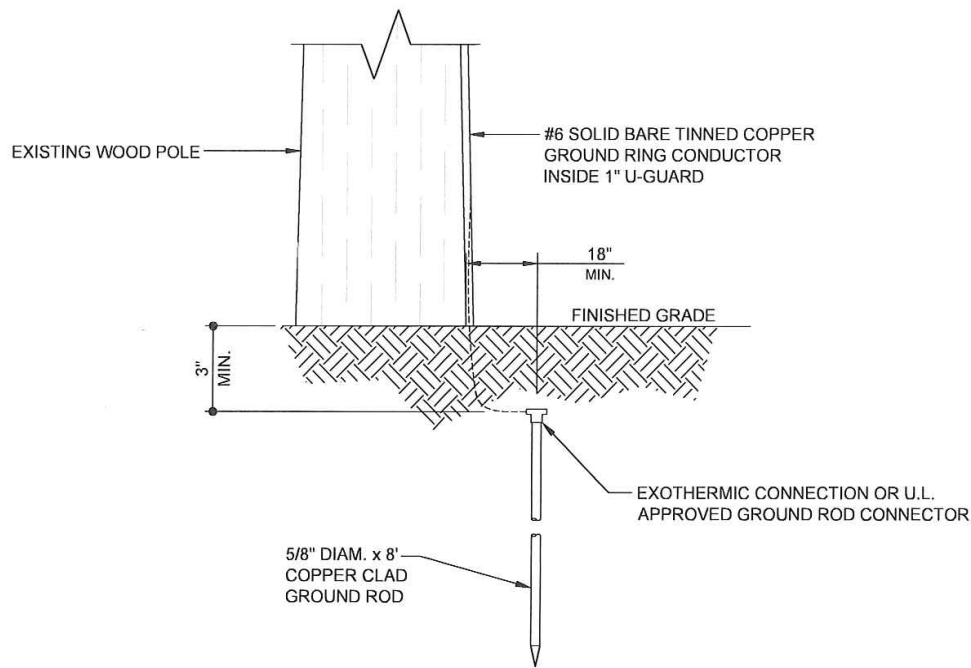
N.T.S.



NOTE: TYPICAL SPACING FOR ALL UNDERGROUND CONDUITS.

2 TRENCH DETAIL (IF REQUIRED)

N.T.S.



3 GROUND ROD DETAIL

N.T.S.

4 DETAIL NOT IN USE

PREPARED FOR:

verizon

PREPARED BY:

TeleCAD
Wireless

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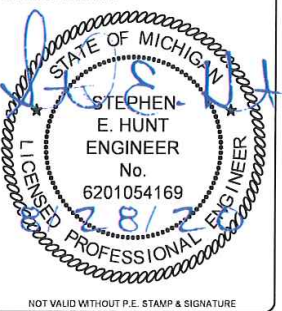
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COLOCATION

SHEET TITLE:

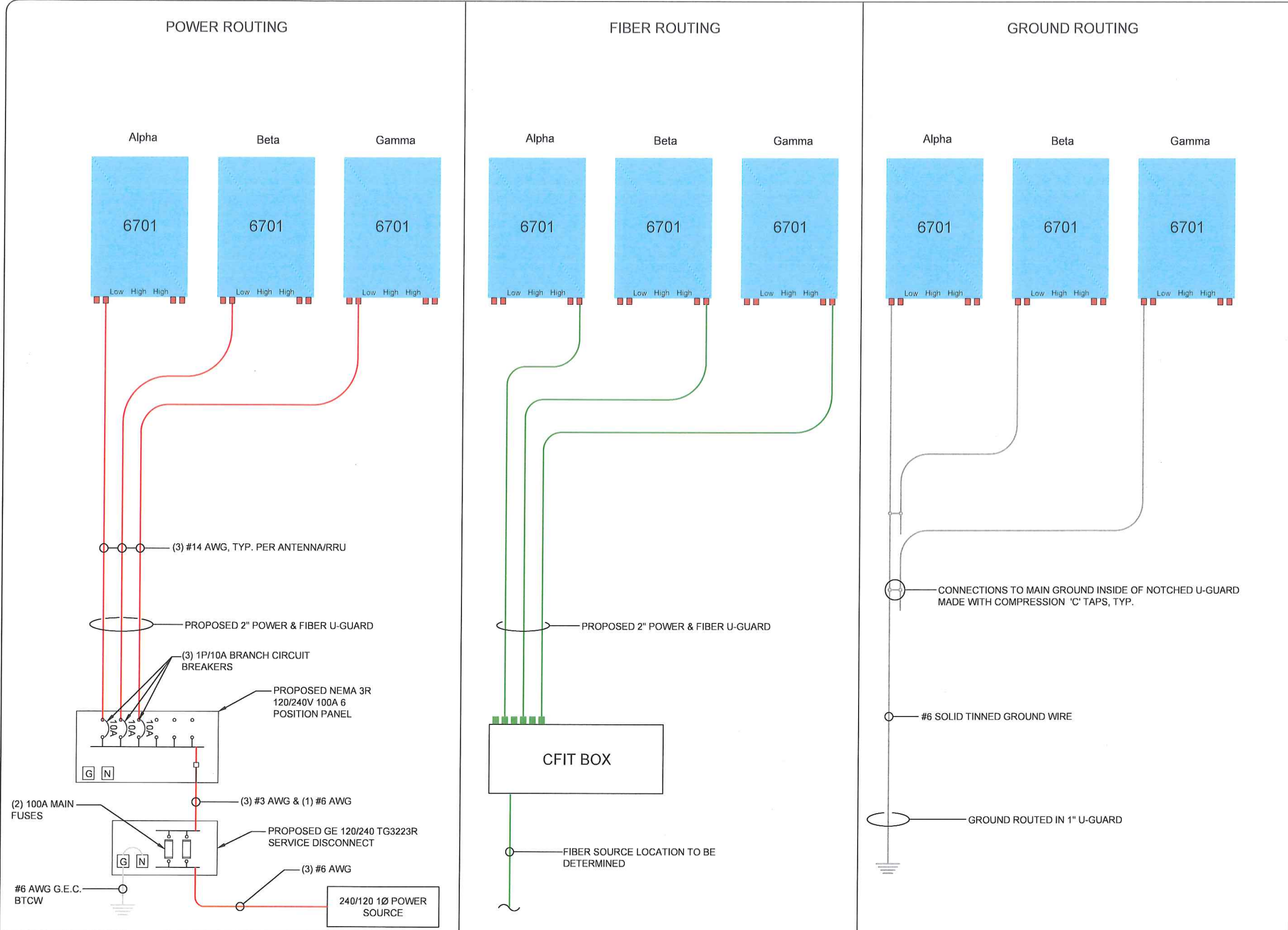
ELECTRICAL DETAILS

DRAWING NO.

E2

REVISION:

1





REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ken Hobbs
DATE: September 15, 2020
SUBJECT: 2020 YFD Exhaust Capture System

DESCRIPTION:
2020 YFD Exhaust Capture System

SUMMARY:

The YFD was awarded the Fiscal Year (FY) 2019 Assistance to Firefighters Grant (AFG) to include the installation of a direct source capture exhaust system. This new system will essentially eliminate 100 percent of the diesel and automotive exhaust gases currently emitted presenting danger to fire personnel and the community.

The YFD is requesting approval to begin soliciting bids September 16, 2020, and close October 16, 2020, to start the process of replacing the vehicle exhaust system on the YFD's apparatus floor.

All bidders are to provide the associated labor, materials, and equipment needed to complete the exhaust capture system including but not limited to all things related to removing diesel and automotive exhaust gases within the confines of the Ypsilanti Fire Station.

The entire project will include the purchase, delivery, and installation of the direct source capture exhaust system. Per the AFG, the funds will cover all associated permit fees, all electrical modifications, a 5-year warranty for parts and labor, basic system training, and any modifications that must be made to the current exhaust systems on the apparatus.

The Fire Department is requesting approval to open and close bids and select a bidder to complete installation of a direct source capture exhaust system on the YFD's apparatus floor.

RECOMMENDED ACTION: Approval

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-199
September 15, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The YFD was awarded the Fiscal Year (FY) 2019 Assistance to Firefighters Grant (AFG) to include the installation of a direct source capture exhaust system; and

WHEREAS, This new exhaust capture system will essentially eliminate 100 percent of the diesel and automotive exhaust gases currently emitted presenting danger to fire personnel and the community; and

WHEREAS, All bidders are to provide the associated labor, materials, and equipment needed to complete the exhaust capture system including but not limited to all things related to removing diesel and automotive exhaust gases within the confines of the Ypsilanti Fire Station; and

WHEREAS, The entire project will include the purchase, delivery, and installation of the direct source capture exhaust system. Per the AFG, the funds will cover all associated permit fees, all electrical modifications, a 5-year warranty for parts and labor, basic system training, and any modifications that must be made to the current exhaust systems on the apparatus.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves beginning the solicitation of bids on September 16, 2020, and closing bids October 16, 2020, to start the process of replacing the vehicle exhaust system on the YFD's apparatus floor.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 15 day of September 2020

#Resolution No. 2020-199

INVITATION TO BID

Project: City of Ypsilanti Fire Department Exhaust Capture System
525 W. Michigan
Ypsilanti, MI 48197

Proposal: Combined Bids, a single proposal, to include work of all trades.

Due Date: Proposals will be received at the Office of the City Clerk, 1 South Huron Street, Ypsilanti, Michigan, until **2:00 p.m. on October 16, 2020.**

Scope of Proposed Work:

The objective of this request is to select a professional contractor with qualifications and experience to provide installation of a direct source exhaust extraction system for 6 emergency response vehicles.

The Project includes:

Removal of the antiquated exhaust system and installation of a new exhaust capture system for the apparatus.

Project Schedule and Completion Period:

The project shall be scheduled any time during the fall of 2020 and completed before January 1st, 2021.

Selection and Rejection of Proposal(s):

The City of Ypsilanti reserves the right to accept or reject any and all proposals or parts of proposals; to waive any and all irregularities, informalities, or inconsistencies; to negotiate contract terms with the successful applicant(s); and to disregard all non-conforming, non-responsive, or conditional proposals. The City of Ypsilanti will accept the proposal(s) or parts of any proposal(s) that it determines, in its sole discretion, to be in the best interest of the City of Ypsilanti. Such acceptance of any proposal(s) or parts of any proposal(s) will be based on level of experience, qualifications, costs, and other factors. Price shall not be the sole determining factor.

Location of Applicant:

In their proposals, applicants should identify the location of its headquarters or the physical location of the owner, any use of locally produced products, what percentage of employees are local, and describe any planned efforts to employ local persons for the purposes of the completion of the work. Pursuant to Chapter 2, Article VI of the Code of Ordinances for the City of Ypsilanti, in comparing proposals that are substantially similar, local proposals will be given preference. Particularly, the highest preference will

be given to applicants or products produced within the City of Ypsilanti, then to those within the 48197 or 48198 zip codes, then to those within Washtenaw County, then to those within the State of Michigan. Consideration will also be made to those applicants that employ or plan to recruit or hire residents of the City of Ypsilanti.

Environmental Practices:

Pursuant to Chapter 2, Article VI of the Code of Ordinances for the City of Ypsilanti, preference shall be given to applicants whose operations or products and services, to the extent practical and economically feasible, conserve natural resources, protect the environment, are energy efficient, or prioritize renewables. Applicants should include their environmental practices in proposals for consideration.

Withdrawal:

No proposal may be withdrawn within sixty days (60) following the opening of proposals.

Terms of Agreement with Successful Applicant(s):

Attachment 1 herein is the City of Ypsilanti Contract Addendum Form. By submitting a proposal, the applicant agrees to all relevant terms and conditions contained therein if the City of Ypsilanti selects its proposal or part(s) of its proposal.

Applicant Representation:

Each applicant submitting a proposal represents that he or she has read, understands, and agrees to the bidding documents, including their proposal, this request, and the attached addendum.

Bidding information on file at:

City Hall, City Clerk's Office
One South Huron Street
Ypsilanti, Michigan 48197
(734) 483 -1100

City of Ypsilanti Fire Department
525 W. Michigan
Ypsilanti, MI 48197
(734) 482- 9620
Ken Hobbs, Fire Chief

INSTRUCTIONS TO BIDDERS

A. PROPOSALS AND SCOPE

1. Proposals shall provide for work in accordance with outlined specifications.
2. The owner will receive sealed proposals for work as herein set forth from September 16, 2020 at 2:00 p.m. until 2:00 p.m. on Friday, October 16, 2020, at which time proposals will be publicly opened.
3. Proposals must be submitted in triplicate on forms furnished with the documents and include:
 - Starting date
 - Project duration (including floor painting)
 - Specifications of material used for the project
 - Warranties
 - Material cost breakdown including:
 - Materials
 - Labor
 - Others
 - References, equipment specification, and other information
4. Forms must be filled out in ink or typewritten with the signature in longhand; the completed forms shall be without any interlineations, alterations or erasure, and shall contain no recapitulation of the work to be done.
5. Proposal amounts shall be stated in written statement and figures; the written amounts stated shall govern. Proposals submitted in any other form will not be considered.
6. Several price options based on the exhaust system brand or type of material being used to complete the project may be included on the same bid package. Applicants shall use one proposal form per option.
7. The three copies of the proposal must be delivered separately in an opaque sealed envelope, properly addressed, identified and labeled as follows:

THIS ENVELOPE CONTAINS PROPOSAL FOR:

FIRE DEPARTMENT Exhaust Capture System PROJECT

Submitted by: (Name of Bidder)

8. Proposals to be addressed and delivered to:
City Clerk
City of Ypsilanti
1 South Huron Street
Ypsilanti, MI 48197
9. Faxed Proposals will not be accepted.
10. Applicants shall state any and all alternates to portion of work covered by base proposal. Applicant agrees that failure to fill such spaces on Proposal Form shall be interpreted that work covered by alternate may be incorporated in contract at no change in contract price at option of Owner. In the case award contract might depend upon the Owner's selection of alternates, Applicant understands that Owner will recommend rejection of any proposal of that fills such spaces with terms such as "NB", "NO BID", of similar statements for any applicable alternate. Each proposal must be submitted on the prescribed form. All blank spaces for proposal prices must be filled in ink or typewritten, in words, figures, or both as indicated.
11. Applicant's proposal price shall include all City, State, and Federal sales, excise and similar taxes which may be lawfully assessed in connection with performance of work and purchase of materials to be incorporated in work.
12. The applicant is required to submit no less than three references with his or her proposal.
13. Warranties for workmanship and selected material for the completion of the project shall be specified.

B. SPECIFICATIONS

1. Summary:

The entire project will include the purchase, delivery, and installation of the direct source capture exhaust system. All bidders are to provide the associated labor, materials, and equipment needed to complete the exhaust capture system including but not limited to all things related to removing diesel and automotive exhaust gases within the confines of the Ypsilanti Fire Station.

2. Material:

Exhaust system must comply with city permit specifications and include:

1. Manufacturer
2. Rail Material
3. Top Mounting Suspension
4. Support Legs
5. Hydraulic Brake System
6. Rail Splicing Joint
7. Middle Rail Duct Connection
8. Trolley Assembly
9. Upper Flexible Hose
10. Mid Hose
11. Lower Hose Assembly
12. Safety Disconnect Coupling Handle
13. Collection Nozzle Assembly
14. Hose Saddle
15. Electrical Controllers
16. Electrical System
17. Air Moving Devices
18. Ductwork System

All materials and equipment are to be properly installed and placed in its proper functioning condition with manufacturer's published instructions.

3. Exhaust Capture System:

The exhaust capture system shall essentially provide 100 percent complete removal of all diesel fumes, be capable of delivering coverage for bays up to 60 ft. and be able to accommodate drive through and back-in bays to meet the needs of the fire department.

4. Equipment Storage:

The delivery and storage of the equipment needed for the project shall be organized in a manner not to interfere with fire department operation. The on-site project manager shall make arrangements with on-duty fire officer to designate storage and parking areas as needed throughout the project.

5. Dust Control and Remediation:

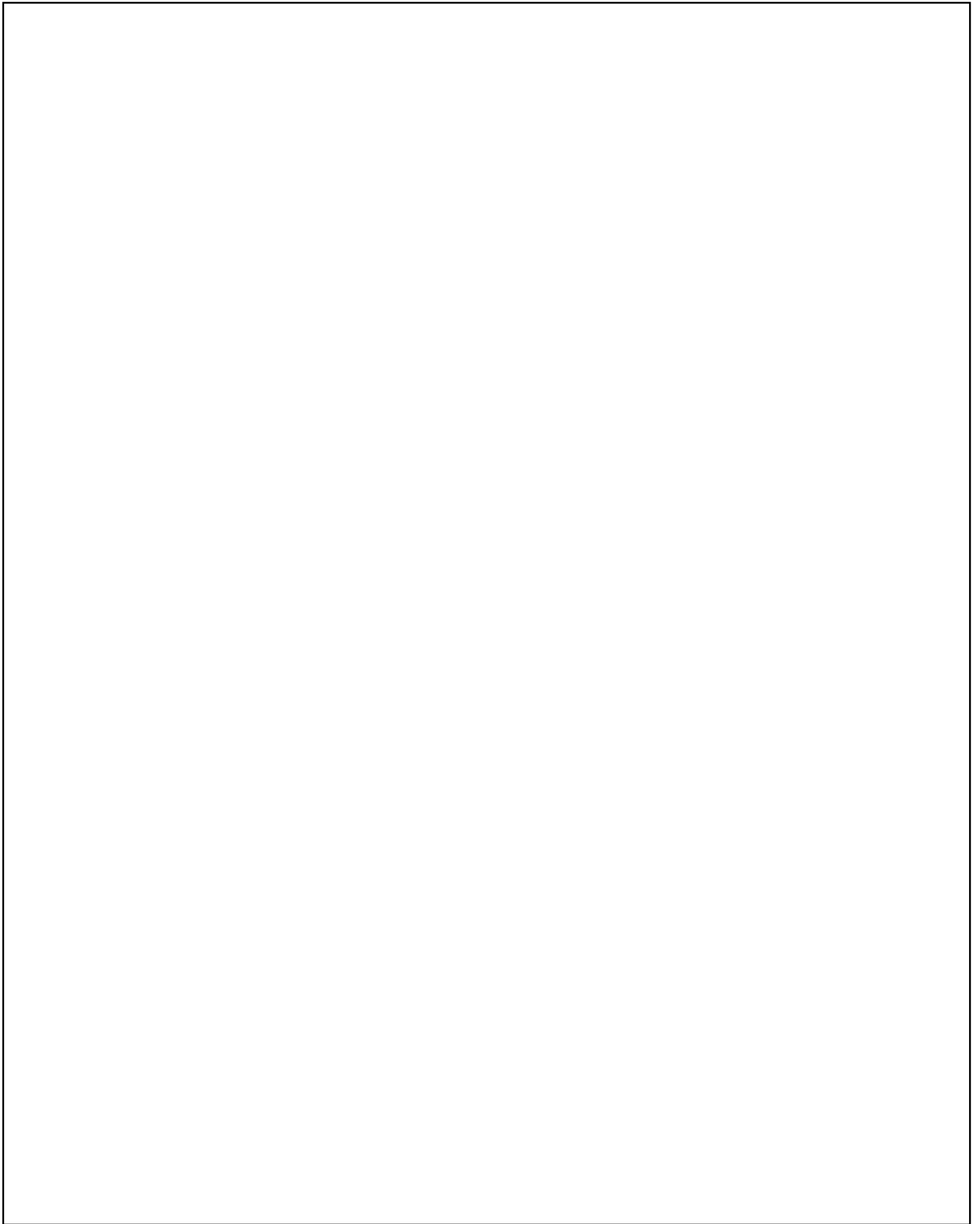
Acceptable dust control measures and if needed, dust remediation of, is the contractor's responsibility.

6. Required Visit:

A site visit is REQUIRED prior to submitting a proposal. Appointments are available Monday through Thursday from 9:00 a.m. to noon until the October 15, 2020.

Call Ken Hobbs at 734-482-9620 to set up an appointment.

Proposals may be submitted until 2:00 p.m. on October 16, 2020.



PROPOSAL FORM

Owner: City of Ypsilanti Fire Department
525 W. Michigan
Ypsilanti, MI 48197

Firm Name: _____ (herein called "Bidder")

* a corporation organized and existing laws of the State of _____

* a partnership consisting of _____

* an individual trading as _____

By: _____

Title: _____

Date: _____

To: City Clerk
City of Ypsilanti
1 South Huron Street
Ypsilanti, MI 48197

Pursuant to and in compliance with the Specifications dated September 16, 2020, and all Addenda as prepared by the Owner, we the undersigned, propose to furnish all labor, materials, equipment, and all things necessary to perform all the work associated with:

City of Ypsilanti Fire Department Exhaust Capture System
525 W. Michigan
Ypsilanti, MI, 48197

The undersigned as bidder declares that he/she has familiarized himself with the location of the proposed work and the conditions under which it must be performed, as well as the drawing and specifications which the undersigned acknowledges that he understands and accepts as adequate.

I. PROPOSAL (BASED BID):

The undersigned agrees to enter into an agreement with the Owner to complete the General Contract for the total price of:

_____ Dollars (use words)
_____ (Use numbers)

II. COST BREAKDOWN

- a. Materials: _____
- b. Labor: _____
- c. Other: _____

III. MATERIAL BRAND OR TYPE (Attached specs):

- a. Exhaust system and other necessary material:

- b. Other surface covering material(s):

IV. WARRANTIES:

- a. _____
- b. _____
- c. _____

V. PROPOSED STARTING DATE: _____

VI. ESTIMATED COMPLETION DATE (including painting): _____

VII. ATTACHMENTS:

- a. Reference list
- b. Equipment specification
- c. Any other information

Signature: _____

Name: _____

Title: _____



City of Ypsilanti Fire Department

Request for Bids
Exhaust Capture System Installation

September 8, 2020

Overview

The City of Ypsilanti Fire Department is inviting suppliers to submit competitive bids for installation of a new exhaust capture system for six emergency response vehicles. The installation will take place at the fire station located at 525 West Michigan in Ypsilanti, MI. The design description to complete the project is not all inclusive.

Bidders shall submit pricing on the BID FORM that is provided. Bids including pricing of equipment or material shall include all specifications.

Labor cost of the installation shall also be specified.

Detailed Project Description

The Ypsilanti Fire Department was awarded the Fiscal Year (FY) 2019 Assistance to Firefighters Grant (AFG) to include the installation of a direct source capture exhaust system. The entire project will include the purchase, delivery, and installation of the direct source capture exhaust system. Per the AFG, the funds will cover all associated permit fees, all electrical modifications, a 5-year warranty for parts and labor, basic system training, and any modifications that must be made to the current exhaust systems on the apparatus.

Bid Submittal

Sealed bids must be RECEIVED at the following location
no later than 2:00 P.M. EST on Friday, October 16, 2020.

City Clerk's Office
Ypsilanti City Hall
1 South Huron Street
Ypsilanti, MI 48197

Questions

Interested bidders should submit questions to the Fire Chief at: khobbs@cityofypsilanti.com





REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ken Hobbs
DATE: September 15, 2020
SUBJECT: 2020 YFD Grates Replacement

DESCRIPTION:
2020 YFD Grates Replacement

SUMMARY:

The YFD opened bids on October 14, 2019 and closed bids on November 15, 2019 to start the process of restoring the existing trench to lodge new floor drain grates. The YFD received the following bids:

Lacaria Concrete: \$245,500
Quatro Construction: \$159,900
Allied Building Services: \$158,500

Per City Ordinance Section 2-303: Waiver of Competitive Bidding, the YFD have the option to select Quatro Construction LLC to complete the grates project for cost efficiency and location.

However, Allied Building Services provided the lowest bid at \$158,500 which includes the resurfacing of the apparatus floor and came highly recommended from fire service departments.

The project includes cutting and removing old concrete to accommodate new grate frames (e.g. rods, mesh, etc.) and pouring new concrete to fill in around the new trenches and grates to allow proper water drainage.

The Fire Department is requesting approval to award the bid to Allied Business Services to complete the YFD's grates project. The total cost is not to exceed \$161,308 as described in RES 2020-167.

RECOMMENDED ACTION: Approval

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-200
September 15, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The YFD opened bids on October 14, 2019 and closed bids on November 15, 2019 to start the process of restoring the existing trench to lodge new floor drain grates; and

WHEREAS, Allied Building Services provided the lowest bid at \$158,500 which includes the resurfacing of the apparatus floor and came highly recommended from fire service departments; and

WHEREAS, Allied Building Services' bid was \$158,500 including the resurfacing of the apparatus floor; and

WHEREAS, The project includes cutting and removing old concrete to accommodate new grate frames (e.g. rods, mesh, etc.) and pouring new concrete to fill in around the new trenches and grates to allow proper water drainage; and

WHEREAS, The Fire Department is requesting approval to award the bid to Allied Business Services to complete the YFD's grates project; and

WHEREAS, The total cost is not to exceed \$161,308 as described in RES 2020-167.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council grants the Fire Department's request to award the bid to Allied Business Services to complete the YFD's grates project and approves the contract to Allied Building Services, subject to the approval of the City Attorney and the Mayor and City Clerk are authorized to sign the contract for and on behalf of the City.

OFFERED BY: _____

SECONDED BY: _____

#Resolution No. 2020-200

YES:

NO:

ABSENT:

VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
15 day of September 2020

#Resolution No. 2020-200

CONTRACT FOR SERVICES
CITY AND DUKE ROOFING CO.

This Agreement is made this _____ day of September, 2020, between THE CITY OF YPSILANTI, a Michigan home-rule municipal corporation of One South Huron Street, Ypsilanti, MI 48197, hereinafter referred to as "CITY," and ALLIED BUILDING SERVICES COMPANY OF DETROIT, INC., OF 1801 Howard St. Detroit MI 48216 referred to as "CONTRACTOR," agree as follows:

WHEREAS the CITY is desirous of obtaining professional contracting services to remove and replace the floor trench and drainage grates and resurface the floor of the equipment bay of the Ypsilanti Fire Station, and the CONTRACTOR desires to provide such work, materials and services as set forth in the Invitation to Bid and the Bid Proposal dated November 19, 2019 (Proposal), copy attached and made a part hereof, now therefore:

IT IS AGREED AS FOLLOWS:

1. Contractor shall provide all materials, labor and services for the project as set forth in the Invitation to Bid and Bid Proposal. All documents prepared by CONTRACTOR pursuant to this Agreement are instruments of service in respect of the project. Upon payment by the CITY the documents become the property of the CITY.

2. The CITY shall pay the CONTRACTOR the bid price of \$158,500 upon the satisfactory completion of all the work to the satisfaction of the Ypsilanti Building Inspector and Ypsilanti Fire Chief.

3. The CONTRACTOR shall perform the Contract faithfully and diligently and perform the services in a competent, professional, satisfactory and proper manner and during the Contract term or extensions thereof, use every best effort and endeavor to promote the interests of the CITY and devote such time, attention, skill, knowledge, and ability as is necessary to most effectively and efficiently carry out and perform the Contract.

a. City shall pay for said services as set for in the Proposal.

b. Contractor shall invoice the work as completed and City shall pay within 30 days thereafter.

1. Standard of Performance. The CONTRACTOR shall perform the Contract faithfully and diligently and perform the services in a competent, professional, satisfactory and proper manner and during the Contract term or extensions thereof, use every best effort and endeavor to promote the interests of the CITY and devote such time, attention, skill, knowledge and ability as is necessary to most effectively and efficiently carry out and perform the Contract.

2. The parties understand and agree that the CITY may terminate this Contract at any time with or without notice. In such event the CONTRACTOR will be compensated for work already completed

1

C:\Users\dsenkbeil\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\RN0DP1LE\Fire Station Floor Grate replacement Allied Building Sept 2020.doc

3. This Contract is to be performed in Washtenaw County, Michigan, and all legal venue shall exclusively lie therein.

4. The parties agree that time is of the essence in the performance of this Contract by the CONTRACTOR.

5. Each provision of this Contract shall be separately enforceable and in the event that a court of competent jurisdiction determines or adjudges that any provision of this Contract is invalid or illegal, such decision shall not effect the rest of the Contract which shall remain in full force and effect.

6. This Agreement shall be governed by and construed in accordance with the laws of Michigan.

7. Independent Contractor. The relationship of the CONTRACTOR to the CITY is and shall continue to be that of an independent contractor and no liability or benefits such as worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

8. Waiver of Liability. The CONTRACTOR hereby waives any claim against the CITY and agrees not to hold the CITY liable for any personal injury or damage incurred by it, its employees or associates on this project which is not held by a court of competent jurisdiction to be directly attributable to the sole and/or gross negligence or malicious intentional conduct of any employee of the CITY acting within the scope of their employment. It further agrees to hold the CITY harmless from any such claim by its employees or associates.

9. For the purpose of the hold harmless indemnity and insurance provisions contained in this Contract, the term "CITY" shall be deemed to include the City of Ypsilanti and all other associated, affiliated, allied or subsidiary entities, or commissions, officers, agents, representatives and employees.

10. The following Indemnification Agreement shall be, and is hereby, a provision of the Contract and shall be endorsed on the reverse sides of all certificates of insurance:

"The CONTRACTOR agrees to protect, defend, indemnity and hold the CITY and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing,

any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copy right (or application for any thereof) or any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent."

11. Insurance.

a. The CONTRACTOR prior to commencing work shall provide at his own cost and expense the following insurance to the CITY in insurance companies licensed and/or approved in the State of Michigan, which insurance shall be evidenced by certificates and/or policies as determined by the CITY. All policies and certificates of insurance shall be approved by the Department of City Manager of the CITY prior to the inception of any work.

b. Each certificate or policy shall require that, thirty days prior to cancellation or material change in the policies, notice thereof shall be given to the CITY by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the CONTRACTOR and identify the contract number.

c. All property losses shall be made payable to and adjusted with the CITY.

d. In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State in which the work is performed and shall have a financial rating not lower than XI and a policyholder's service rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Certificates of insurance shall note A.M. Best's Rating. Companies with ratings lower than B+:XI will be acceptable only upon written consent of the CITY.

e. All policies and certificates of insurance of the CONTRACTOR shall contain the following clauses:

(1) The clause "other insurance provision" in a policy in which the CITY is named as an insured, shall not apply to the CITY.

(2) The insurance companies issuing the policy or policies shall have no recourse against the CITY (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(3) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the CONTRACTOR.

(4) The CITY (at its option) shall be listed as an Additional Named Insured on the following insurance coverages provided by the CONTRACTOR.

YES ☒	NO ☐	1) Comprehensive General Liability
YES ☒	NO ☐	2) Automobile Liability

f. The CONTRACTOR shall maintain at its own expense during the term of this Contract the following insurance:

(1) Worker's Compensation insurance with Michigan statutory limits and employers' liability insurance with minimum limits of \$500,000 each accident.

(2) General Liability insurance with a minimum limit of liability per occurrence of \$1 Million Combined Single Limit (Bodily Injury/Property Damage), with no aggregate.

Automobile Liability insurance with minimum limits of liability, per occurrence, of \$1 Million Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated in the "Special Conditions" of the Contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (a) Owned automobiles
- (b) Hired automobiles
- (c) Non-owned automobiles

(3) Disability Benefits: The CONTRACTOR shall provide proof of compliance with the Disability Benefits Law. (If applicable).

g. If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to the CONTRACTOR will be withheld until those requirements have been met, or at the option of the CITY the CITY may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.

h. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

i. If at any time any of the foregoing policies shall be or become unsatisfactory to the CITY to form or substance, or if a company insuring any such policy shall be or become unsatisfactory to the CITY, the CONTRACTOR shall upon notice to that effect from the CITY promptly obtain a new policy, submit the same to the City Manager for approval and submit a certificate thereof as herein provided. Upon failure of the CONTRACTOR to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the CITY may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the CONTRACTOR from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification.

j. Certificate of Insurance; required language. The Certificate of Insurance obtained by the CONTRACTOR shall contain the following language: "The City of Ypsilanti, Michigan, its elected officials, officers, employees, boards, commission, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget, including the City of Ypsilanti, are named as additional insured, and such coverage shall be considered to be the primary coverage rather than any policies and insurance or self insurance retention owned or maintained by the City of Ypsilanti."

12. Conflict of Interest. The CONTRACTOR covenants that the CONTRACTOR (individually, or if a corporation, trust, limited liability company or partnership, "the entity") nor any officer, principal, partner, agent or employee of the entity has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in the manner or degree of performance with the Contract. Further that if any such conflict of interest develops and exists during the term of the contract that the CONTRACTOR shall, within 7 days of the existence of such conflict of interest, notify the CITY in writing of the existence and nature of the said conflict of interest.

13. Contingent Fees. The CONTRACTOR warrants it has not employed or retained any company or person other than bonafide employees working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company, or person, other than a bonafide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of making this Contract. For breach or violation of this warranty, the CITY shall have the right to annul the Contract without liability or, at its discretion, to deduct from the fees due the CONTRACTOR, or

otherwise, recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

14. The CONTRACTOR further agrees to perform this Contract in accord with all federal, state and local laws and will not discriminate against, or give preferential treatment to, any person on the basis of race, sex, sexual orientation, color, national origin, religion, handicap status, heights, weight, marital status, or other criteria which is not relevant to the particular job.

15. Non-Discrimination. The CONTRACTOR further agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability as set forth in the American's With Disability Act, Michigan PWDA, age, height, weight, or marital status (except insofar as it relates to a bonafide or occupational qualification reasonably necessary to the normal operation of the business). Breach of this provision may be regarded as material breach of the Agreement.

And further, the Contractor agrees that it will not discriminate against any employee or applicant for employment with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, gender expression, age, marital status, disability status, familial status, educational association, felony or misdemeanor, source of income, height or weight that is unrelated to the individual's ability to perform the duties of a particular job or position and breach of the covenant may be regarded a material breach of this Contract.

The Contractor further agrees that it will, in all subcontracts relating to the performance of the work under this Contract, provide in its subcontracts that the Subcontractor will not discriminate against any employee or applicant for employment, to be employed in the performance of such Contract, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, gender expression, age, marital status, disability status, familial status, educational association, source of income, height or weight that is unrelated to the individual's ability to perform the duties of a particular job or position, and that breach of the covenant may be regarded as material breach of this Contract.

20. Living Wage.

- A. (1) Living Wages shall be paid according to the Ypsilanti Living Wage Ordinance, as provided in Chapter 2, Article VI, Division 4 of the Code of Ordinances for the City of Ypsilanti (The Ordinance); and
(2) Suitable notices shall be posted in the work place; and

(3) Evidence of compliance including payroll records shall be provided to the Ypsilanti Personnel Department within 10 days of written request from the Ypsilanti Personnel Department.

B. In the event of violation of the provisions of The Ordinance or this contract this contract may be modified or terminated to comply with the provisions of The Ordinance, including withholding of moneys in amount equal to Living Wages not paid in accordance with The Ordinance and the City may also take action to recover the amount of the contract provided to any person found to have violated The ordinance.

C. Any employee shall have a separate cause of action to enforce the provisions of this contract and The Ordinance and any rights conferred under The Ordinance, in law and or equity, and any court of competent jurisdiction upon proper proof and the prevailing of the employee in such action, shall award actual damages, wage restitution, interest and actual attorney fees.

D. The City shall have the right to enforce this contract and The Ordinance in law or equity by court process including specific performance.

21. Iran Economic Sanctions Act 517 of 2013. Pursuant to the Iran Economic Sanctions act, MCL 129.211, before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Provider, the Provider must first certify that it is not an "Iran Linked Business" as defined by that law."

22. Not in Default to City. The CONTRACTOR hereby certifies that the CONTRACTOR is not in default to the CITY, and that there are no unpaid taxes, real or personal, owed to the CITY by the CONTRACTOR, and the CONTRACTOR has no other unfulfilled obligations to the CITY and is in compliance with all Ypsilanti City codes and ordinances. The parties understand that a breach of this provision is a material breach of the contract.

23. American's With Disabilities Act Compliance. If this contract alters or resurfaces any streets, intersections, sidewalks, or curb ramps, CONTRACTOR shall ensure that each portion of the project, to the maximum extent feasible, shall be altered in such manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities. Each project shall comply with the American's With Disabilities Act requirements, including 28 C.F.R. §§ 35.151(b),(c),(e)(1) and (e)(2) and 28 C.F.R. Part 36, App. A, the ADAAG.

Note: The City of Ypsilanti has chosen to follow the ADAAG standards rather than the UFAS standards. See United States Department of Justice ADA Title II Technical Assistance Manual, Section II-6.2100)

As used in this Section, the term "resurface" shall have the definition given by the United States Department of Justice Title II Technical Assistance Manual § II-6.6000 "Resurfacing beyond normal maintenance is an alteration. Merely filling potholes is considered to be normal maintenance."

As used in this Section, the term "to the maximum extent feasible" shall have the meaning set forth at 28 C.F.R. § 36.402(c).

As used in this Section, the term "readily accessible to and usable by persons with disabilities" shall have the meaning set forth at Section II-6.1000 of the US Department of Justice ADA Title II Technical Assistance Manual, and set forth at 28 CFR Appendix B Section 36.401.

24. In accordance with PA 517 of 2012, CONTRACTOR must certify that CONTRACTOR is not an Iran linked business, as set forth in the act. Signing this addendum is such certification.

25. The Contract and its attachments are the sole Contract and Agreement between the parties. Any changes, additions or deletions shall not be effective or actionable unless they are in writing signed by the parties.

IN WITNESS WHEREOF, the undersigned have set their hands this ____ day of September, 2020

ALLIED
BUILDING SERVICE COMPANY OF
DETROIT, INC.
CONTRACTOR

By: Dave Digitally signed
Its: Senkbeil by Dave Senkbeil
Date: 2020.09.10
12:48:50 -04'00'

CITY OF YPSILANTI

By: _____
Lois E. Richardson, Mayor

By: _____
Andrew Hellenga, City Clerk

Approved as to form:

JOHN M. BARR, P10475
Ypsilanti City Attorney



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Andrew Hellenga
DATE: September 15, 2020
Center for Tech and Civic Life (CTCL) November General Election
SUBJECT: Grant

DESCRIPTION:

Center for Tech and Civic Life (CTCL) November General Election Grant

SUMMARY:

Clerk staff with assistance from CSME submitted application to the Center for Technology and Civic Life for financial assistance for the November General Election. The grant applied would provide financial assistance for election supplies to ensure for the administration of a safe and efficient election.

Clerk staff worked to develop a list of needed supplies for the General Election that amounted to roughly \$89,000. The list of supplies was then submitted to CSME to draft our application for request of funding.

The application was reviewed by Center for Technology and Civic Life and approved in the amount of \$105, 969.

In order to receive these funds Council will need to approve acceptance of the grant.

RECOMMENDED ACTION: Approval

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-201
September 15, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, administering an election during the COVID-19 Pandemic has created a need for additional supplies to ensure a safe and efficient election; and

WHEREAS, the Clerk Department through CSME has submitted application for financial assistance from the Center of Technology and Civic Life; and

WHEREAS, the Center of Technology and Civic Life has awarded the City of Ypsilanti \$105,969.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council accept the grant award and allow the Mayor and City Clerk to sign the agreement.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 15 day of September 2020

#Resolution No. 2020-201



CENTER FOR
TECH AND
CIVIC LIFE

September 13, 2020

City of Ypsilanti
Ypsilanti City Clerk
1 S Huron St.
Ypsilanti, MI 48197

To whom it may concern:

I am pleased to inform you that the Center for Tech and Civic Life ("CTCL") has decided to award you a grant to support the work of the City of Ypsilanti.

The following is a description of the grant:

AMOUNT OF GRANT: One Hundred Five Thousand, Nine Hundred Sixty-Nine US dollars (USD \$105,969).

PURPOSE: The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in the City of Ypsilanti in accordance with the attached City of Ypsilanti Safe Voting Plan 2020

Before we transmit these funds, we ask that you sign this agreement promising to use the grant funds in compliance with United States tax laws. Specifically, by signing this letter you agree to the following:

1. The City of Ypsilanti is a local government unit or political subdivision in the meaning of 26 USC 170(c)(1).

2. This grant shall be used *only* for the public purpose described above, and for no other purposes.
3. The City of Ypsilanti shall not use any part of this grant to give a grant to another organization unless CTCL agrees to the specific grant in writing.
4. The City of Ypsilanti has produced a plan for safe and secure election administration in 2020, including an assessment of election administration needs, budget estimates for such assessment, and an assessment of the impact of the plan on voters. This plan is attached to this agreement. The City shall expend the amount of this grant for purposes contained in this plan by December 31, 2020.
5. The City of Ypsilanti shall produce a report documenting how this grant has been expended in support of the activities described in paragraph 4. This report shall be written and sent to CTCL by January 31, 2021 or in any other format approved by CTCL.
6. The City of Ypsilanti shall not reduce the budget of the Ypsilanti City Clerk ("the Clerk") or fail to appropriate or provide previously budgeted funds to the Clerk for the term of this grant. Any amount reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
7. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above conditions have not been met or (b) it must do so to comply with applicable laws or regulations.
8. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant.

Your acceptance of these agreements should be indicated below. Please have an authorized representative of the City of Ypsilanti sign below, and return a scanned copy of this letter to us by email at grants@techandcivicle.org

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,

Tiana Epps Johnson
Executive Director
Center for Tech and Civic Life



CENTER FOR TECH & CIVIC LIFE
HELLO@TECHANDCIVICLIFE.ORG

PAGE 2

CITY OF YPSILANTI

By: _____

Title: _____

Date: _____



CENTER FOR TECH & CIVIC LIFE
HELLO@TECHANDCIVICLIFE.ORG

PAGE 3

City of Ypsilanti, Michigan
Safe Voting Plan Application
To Center for Technology and Civic Life

Mayor Lois Richardson and City Clerk Andrew Hellenga are working collaboratively on the November 2020 election to: reduce the risk of exposure to coronavirus for our residents as well as our election staff and poll workers; identify best practices for safe and healthy voting; innovate to efficiently and effectively educate our residents about how to exercise their right to vote during this time of COVID-19; be intentional and strategic in helping historically disenfranchised residents and communities safely vote during unprecedented times; and, above all, ensure the right to healthy voting in our dense and diverse communities.

Michigan 2020 Election Administration Climate

Michigan municipalities are faced with conducting two expensive elections in November. First, Michigan election law requires every precinct to be open on election day for in-person voting regardless of the number of voters who cast ballots by mail. Staffing Ypsilanti's 10 precincts has historically been the largest election expense. Second, the expected skyrocketing volume of mail ballots driven by the COVID-19 pandemic will incur costs for staffing and equipment that will rival typical election day expenses.

Michigan election officials typically conduct presidential elections with 25 – 30% of the voters casting ballots by mail and 70 – 75% casting them in-person on election day. It now appears that mail balloting may account for 65 – 70% of the turnout. This trend is breaking municipal election budgets beginning with the higher-than-expected mail turnout in the August Primary that will continue through the November General Election.

Federal CARES ACT funding does not begin to meet the need of cash-strapped municipal election budgets. These funds disbursed by the Secretary of State have been used to issue August Primary mail ballot applications to all voters and to provide PPE and equipment to election officials. Both Ypsilanti and Michigan's budgets have been hard hit by the resulting economic downturn making additional funding of the city's election preparations unlikely.

There are many challenges to opening polling places in a pandemic and processing a historically high volume of mail ballots. The time that remains between now and the November Election provides an opportunity to plan for the highest possible voter turnouts in the safest possible ways.

Supplemental Election Administration Needs for 2020

Through careful analysis, we have concluded that crucial, supplemental programs will assist Ypsilanti voters in fully participating in the presidential election. We are requesting a **\$105,969** grant to meet Ypsilanti's election administration needs for the remainder of this year as specified in the four strategic recommendations.

Recommendation I: Encourage and Increase Absentee Voting (By Mail and Early, In-Person)

1. Provide assistance to help voters safely request absentee ballots.

2. Utilize secure drop-boxes to facilitate return of absentee ballots.
3. Deploy additional technology and resources to expedite and improve accuracy of mail ballot process

Recommendation II: Ensure Safe Election Day Voting

Recommendation III: Expand Strategic Voter Education & Outreach Efforts

Recommendation IV: Launch Poll Worker Recruitment & Training.

Recommendation I: Encourage and Increase Absentee Voting (By Mail and Early, In-Person)

Overview of Mail Voting in Michigan

In 2018 Michigan voters amended the state constitution to provide a series of voting rights to Michigan citizens. Central to the amendment is no reason absentee voting, which is a significant change that eliminated the reasons that entitled a voter to vote absentee. Voters must still apply by application to receive an absentee ballot and they may request both a primary ballot and a general election ballot with a single request, which is commonly referred to as a 'dual' application. Further, the amendment entitles citizens who are not registered by the 15th day before the election to register in-person in a clerk's office during the 14 days prior to an election and on election day – Michigan now has Election Day Registration.

Under the amendment election officials have authority to add satellite offices to register voters and issue absentee ballots. The legislative body of the jurisdiction must approve any satellite office under Michigan election law. All satellite offices must be published at least 30 days before an election.

Historically, absentee voting has been costly as clerks must send applications to voters, receive and verify the completed applications, issue and mail absentee ballots, receive voted ballots and verify the voters' signatures, and finally tabulate ballots beginning on election day. Each of these processes must still be done under mail balloting, requiring a significant number of staff and, as the volume increases, more sophisticated equipment to efficiently process the large amount of paperwork.

The back and forth nature of Michigan's mail balloting processes places a heavy burden on voters to learn how to apply for a mail ballot, be aware of the election calendar and apply for a ballot early enough to receive, vote and return the ballot by election day and understand the delays built into the United State Postal Service delivery timelines.

In the 2016 November Presidential Election, Ypsilanti received 1,289 mail ballots (15% of total vote). Projections are that between 6,300 and 8,400 mail ballots will be received in November. In fact, Ypsilanti exceeded the 2016 General Election total of mail ballots in the August primary this year.

To avoid the city clerk's office being inundated with applications to the point of compromising the processing of applications and ballots, we require the grant resources to facilitate our proposals outlined below.

Ypsilanti will assist as many residents as possible with casting ballots before Election Day, serving as the great opportunity to mitigate the spread of COVID-19 in our community. We have identified three distinct strategies to help voters overcome barriers to successful mail voting.

1. Provide assistance to voters with mail ballot requests

Directly mail applications to voters on the permanent AV list, who did not request a dual application in the August primary. This is the best way to start the mail balloting process for voters who did not return a 'dual' application in the primary. Placing an application in the hands of voters early in the process results in earlier filing of the applications for a mail election. Those voters who did submit a dual application will automatically receive a ballot for the General Election. Printing mail applications: \$451; mailing applications: \$1,500: **\$1,951.**

Subtotal: \$1,951

2. Utilize secure drop-boxes to facilitate return of absentee

Ypsilanti voters, like those across Michigan, will be encouraged to return their mail ballots in-person rather than using USPS, particularly in the last two weeks before the election. USPS is going to be stressed with increased election related mail, as evidenced by recent announcements that some service deterioration is going to occur. Drop boxes, especially drive through boxes, allow voters to easily drop off their voted ballots regardless of where they happen to be in the city. Voters may use any of the two drop boxes.

Two drop boxes with security cameras and installation: **\$12,000.**

Subtotal: \$12,000

3. Deploy additional technology and resources to expedite and improve accuracy of mail ballot process

With the volume of mail ballots expected in November, clerks are looking for equipment to assist them in tabulating ballots efficiently and on a timely basis. Many communities are purchasing automatic mail ballot envelope opening machines. Two machines: **\$3,392.**

Mail balloting supplies and equipment are necessary, including secrecy sleeves, outer envelope to mail ballots to voters and return ballot envelope: **\$7,476.**

To process the additional volume of mail ballots will require 10 temporary employees working one day: **\$3,900.**

Subtotal: \$14,768

Recommendation II: Ensure Safe Election Day Voting

PPE and additional supplies to prevent the spread of COVID-19 are necessary for November. The Department of State is providing a portion of the needs. The city needs: face shield - \$495, sneeze guards - \$800, facemask - \$275, and latex gloves - \$440, sanitizers pump containers - \$385, sanitizer wipers - \$165, precinct dividing curtain - \$800 and single-use pens - \$395: **\$3,755.**

In order to avoid congestion and maintain social distancing in precincts, the following are requested: two back-up tabulators (Hart Verity) \$10,600, 8-pak privacy screens - \$2,100, scanners to read barcodes on driver licenses - \$300, Duo Voting Booths - \$10,600 and tables for distancing - \$2,880: **\$29,180.**

By adding 9 additional e-pollbook laptops, all precincts will have dual e-pollbooks allowing for faster processing of voters at check-in and avoiding congestion: **\$4,500.**

In an effort to better facilitate voting by voters with disabilities, the following is requested: Hart Verity accessible headphones - \$140, accessible printer unit printer transfer cases - \$385, printer stand - \$50, Hart Verity 6 bay chargers - \$1,408 and extension cords - \$352: **\$2,335.**

Logic & Accuracy tests are conducted on all tabulators prior to each election requiring several staff or election day workers to participate. To limit interaction with staff, this function can be vended out: **\$2,000.**

Miscellaneous supplies requested – added signage, name badges and voting stickers: **\$1,120.**

Subtotal: \$42,890

Recommendation III: Expand Strategic Voter Education & Outreach Efforts.

Data are showing that mail ballots are not being counted because voters fail to sign the ballot return envelope, affix an unrecognizable signature or mail the ballot without sufficient time for it to be delivered to a clerk by 8 p.m. on election night. Voters must be informed to avoid these errors. Delivering their ballots to the clerk's office or a drop box will avoid any problems with mail delivery. Signing the applications and return ballot envelope with signatures similar to their driver license or state ID signatures is critical. Many people today sign credit card receipts with an informal signature that does not match their formal signature used on official documents. These errors may invalidate ballots. The clerk's office will attempt to contact voters making these errors; however, time is usually in short supply. Mailing postcards shortly after ballots are issued will inform voters of this essential information to avoid voiding the ballot. Well-designed postcards will carry these messages. Design, printing and mailing postcards: **\$5,160.**

An outreach mailer to Ypsilanti voters informing them of the opportunity to request and vote a mail ballot. The mailer will provide additional information on voting rights and opportunities: **\$17,200.**

Subtotal \$22,360

Recommendation IV: Launch Poll Worker Recruitment & Training

Election day workers who administer elections in the 32 precincts are often referred to as the frontline or face of democracy. These workers are asked to work an exceptionally long day for a small stipend. They are often referred to as volunteers. This year they face the hazard of COVID-19 as they serve hundreds of voters throughout the day. The average age of our poll workers is in the late 60s or early 70s, an age group considered at high risk to the virus. Ypsilanti is having a similar experience as communities across the nation of large numbers of our older workers declining to work this election year. And yet the City of Ypsilanti is committed to opening the same number precincts on election day that the city has opened in recent years. To meet that commitment, the city must enhance its recruitment and retention strategy, including by seeking workers who have not served as poll workers in the past by offering a financial incentive.

The city will hire 120 poll workers to work in the precincts and the mail ballot counting board. A \$100 per worker incentive would be helpful in retaining workers and recruiting new workers: **12,000**.

Subtotal: \$12,000

TOTAL REQUESTED RESOURCES: \$105,969.

City of Ypsilanti, Michigan

Safe Voting Plan Application

To Center for Technology and Civic Life

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TOTAL REQUESTED RESOURCES: \$105,969.

Citizen Advisory Boards and Commissions Participation Resume

The people of Ypsilanti are involved in their City government and are an important part of the community's achievements. Individuals interested in receiving more information in regards to serving on an advisory board or commission are invited to contact the City Clerk's Office at 734-483-1100. Alternatively, citizens who would like to participate can submit their information in the form below.

Qualifications

Must be a resident/business owner in the city for at least two years. Or Council must determine your expertise is essential and not available in an applicant that meets the qualifications above. Must be eligible to vote in the state if not applying for youth membership.

Name	Desirae Simmons
------	-----------------

Email Address	
---------------	--

Address	
---------	--

City	Ypsilanti
------	-----------

State	MI
-------	----

Zip Code	48198
----------	-------

Phone Number	
--------------	--

Number of Years in the Community	6
----------------------------------	---

Ward You Live In	3
------------------	---

Education	Master's +
-----------	------------

Occupation	Community Organizer
------------	---------------------

Employer	Field not completed.
----------	----------------------

Are you applying for youth membership?	No
--	----

Are you registered to vote in the City of Ypsilanti?	Yes
--	-----

I would like to be considered and could devote sufficient time to serve on the following board or commission:

Sustainability Commission

Party Affiliation

Field not completed.

Field not completed.

Why are you interested in serving on these boards/commissions?

It is so important that we focus on sustainability in the ways that the commission lays out. We are on a limited time-frame to respond appropriately to the climate catastrophe in front of us. At the same time, we need our community of Ypsilanti to be more resilient and able to adjust to the changing realities of the future without putting any population at risk- which happens often in African-American and low-income communities. I feel pulled to serve the community in many ways and hope to bring together my focus on environmental justice with my interest in democratic practice.

Work/volunteer experience related to the board or commission:

- Subcommittee for Housing Affordability and Accessibility
- Michigan Alliance for Justice in Climate
- Rising for Economic Democracy in Ypsi
- What's Left Ypsi
- Defend Affordable Ypsi

I understand that appointment to a City of Ypsilanti board or commission requires regular attendance at board meetings.

Yes

I hereby certify that all of the information above is true.

Yes

Email not displaying correctly? [View it in your browser.](#)



Resolution No. 2020-202
September 15, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council Meeting be adjourned, on call, by the Mayor or three (3) members of Council.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
15 day of September 2020

#Resolution No. 2020-202