

CITY OF YPSILANTI
CITY COUNCIL REGULAR MEETING
June 1, 2021 @ 7:00 pm
ZOOM MEETING
One South Huron, Ypsilanti, MI 48197

REVISED 6-1-2021

Page

I. CALL TO ORDER

II. ROLL CALL

III. AGENDA APPROVAL

IV. PUBLIC COMMENT (3 MINUTES)

V. PRESENTATIONS

4 - 12

A. Presentation regarding the Washtenaw Regional Recycling Management Authority.
[Presentation](#)
[Grant Summary](#)

13 B. Proclamation in honor of PRIDE Month - Council Members Symanns and Somerville.
[Proclamation](#)

14 - 15 C. Proclamation regarding the epidemic of gun violence. - Mayor Richardson
[Proclamation](#)

16 D. Proclamation in honor of Asian American and Pacific Islander Heritage Month - Mayor Richardson.
[Proclamation](#)

VI. CONSENT AGENDA

17 A. Resolution No. 2021-110, approving the Consent Agenda.
[2021-110 - Pdf](#)

18 - 28 B. Resolution No. 2021-111, approving the minutes of May 18, 2021.
[2021-111 - Pdf](#)

29 C. Resolution No. 2021-112, approving appointments to Boards and Commissions.
[2021-112 - Pdf](#)

VII. RESOLUTIONS/MOTIONS/DISCUSSIONS

- 30 - 31** A. Resolution No. 2021-113, designating June as PRIDE Month in the City of Ypsilanti.
[2021-113 - Pdf](#)
- 32 - 33** B. Resolution No. 2021-094, declaring gun violence as a matter of public health.
(Postponed from May 4th Meeting)
[2021-094 - Pdf](#)
- 34 - 47** C. Resolution No. 2021-114, approving the FY 2021-2022 Fee Schedule.
[2021-114 - Pdf](#)
- 48 - 212** D. Resolution No. 2021-115, approving the contract with Gibraltar Construction Co. to complete the road rehabilitation project on Oakwood between Sherman and Congress.
[2021-115 - Pdf](#)
- 213 - 219** E. Resolution No. 2021-116, approving a contract with OHM for construction engineering for the Oakwood and Spring St. projects.
[2021-116 - Pdf](#)
- F. Discussion regarding summer events. **(added)**
- 220 - 222** G. Resolution No. 2021-117, approving location of second Black Lives Matter Mural.
[2021-117 - Pdf](#)
- 223 - 225** H. Resolution No. 2021-118, approving an addendum to the contract with Passport to to adjust costs for permits and ticket processing to the City of Ypsilanti.
[2021-118 - Pdf](#)
- 226 - 249** I. Resolution No. 2021-119, approving small cell wireless application 2021-002 for Verizon Wireless.
[2021-119 - Pdf](#)
- 250 - 256** J. Resolution No. 2021-120, approving the purchase of a vehicle for the Department of Public Services.
[2021-120 - Pdf](#)

VIII. BOARD AND COMMISSIONS - NOMINATIONS

- 257 - 258** A. **Downtown Development Authority - (Non-Resident)**
New Appointment - (Exp. 7/1/2024)
 Brandon Dent
 2633 Grace Dr.
 Warren, MI 48091
[Application](#)

IX. BOARD AND COMMISSION - REPORTS

1. Police Advisory Commission.
2. Human Relations Commission.
3. Arts Commission.
4. Parks and Recreation Commission.
5. Sustainability Commission.
6. Historic District Commission.
7. Planning Commission.
8. Zoning Board of Appeals

X. LIAISON REPORTS

1. SEMCOG Update
2. Washtenaw Area Transportation Study
3. Urban County
4. Ypsilanti Downtown Development Authority
5. Friends of Rutherford Pool

XI. COUNCIL PROPOSED BUSINESS

XII. COMMUNICATIONS FROM THE MAYOR

XIII. COMMUNICATIONS FROM THE CITY MANAGER

XIV. COMMUNICATIONS

XV. ADJOURNMENT

259

- A. Resolution No. 2021-121, adjourning the City Council Meeting.
[2021-121 - 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.



Theo Eggermont

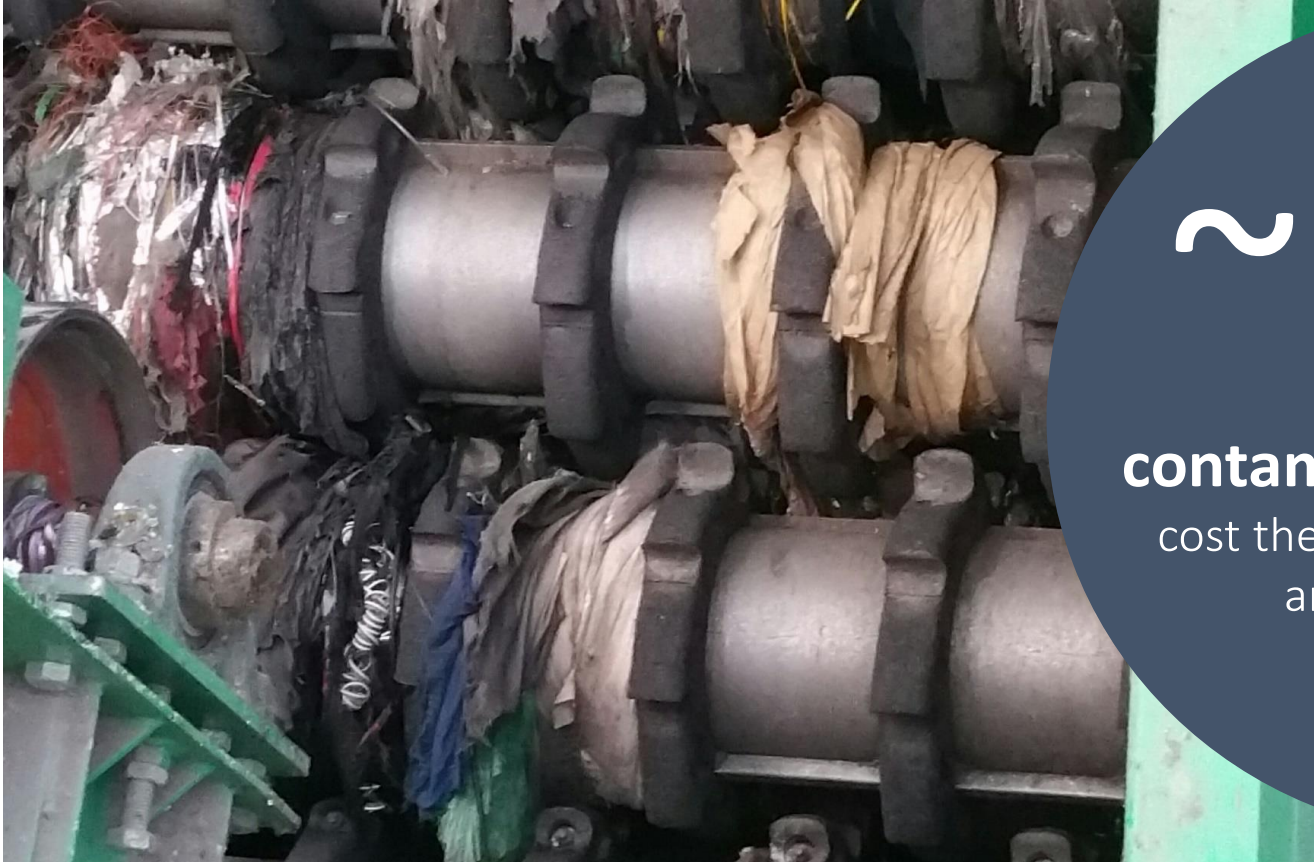
Public Works Director

(734) 222-6864

eggermontt@washtenaw.org



WRRMA: QUALITY IMPROVEMENT GRANT

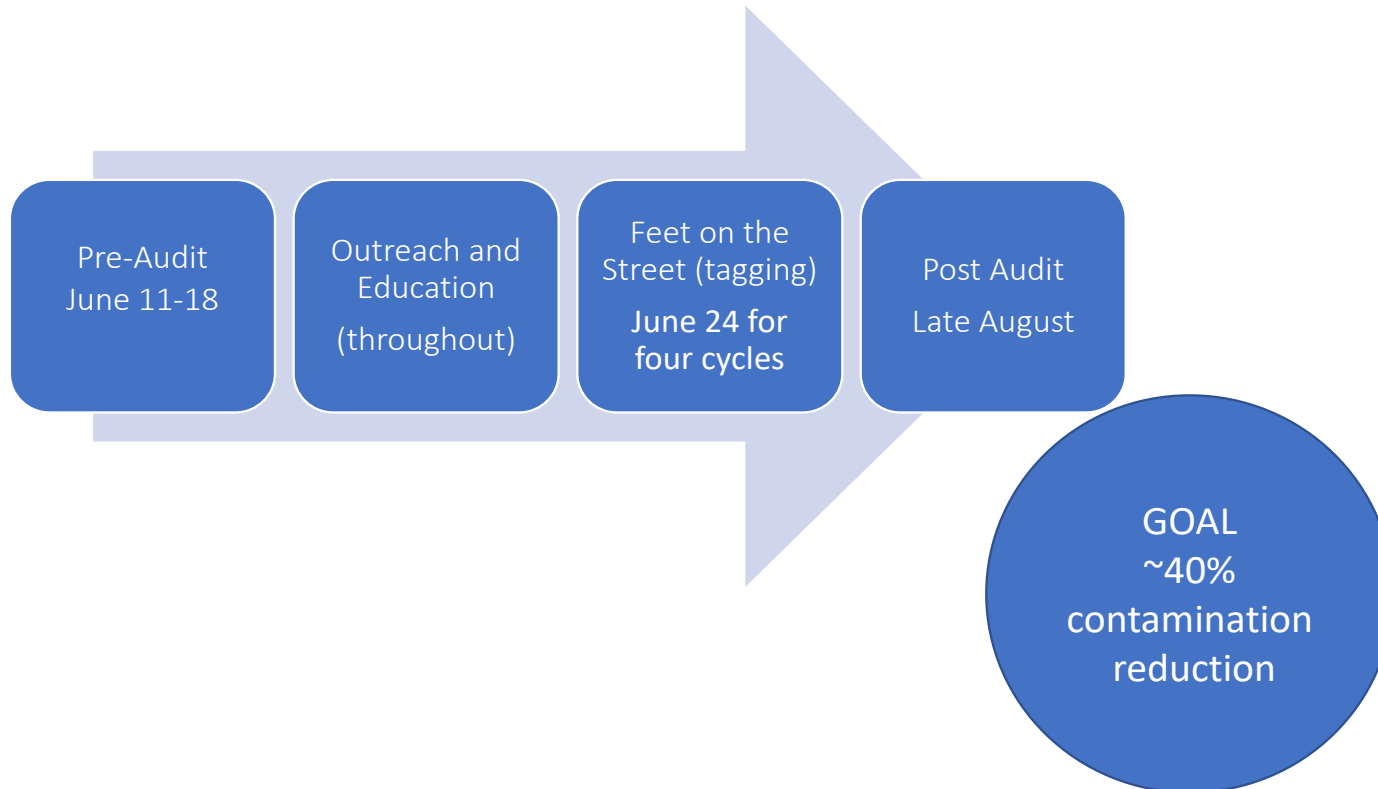


~30%

contamination rates that
cost the system **money & time,**
and **safety hazards**
for workers.



REDUCING CONTAMINATION: GRANT OVERVIEW



MEASUREMENT

AUDITS

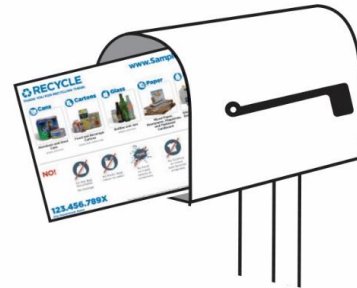
- Find out where we are starting from and where we end up
- Materials sorted by type and determines how much trash is in the recycling by municipality
- June 11-18 Pre-Audit
- Post audit will be scheduled for late August
- Results will be reported back to WRRMA delegates through a follow up press release, and social media



THREE COMMUNICATIONS TO DRIVE PARTICIPATION AND IMPROVE QUALITY

DIRECT OUTREACH

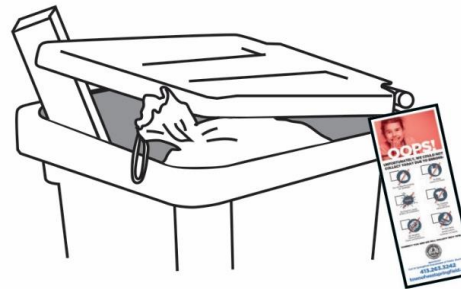
1 INFORM AND TRIGGER



Annual Info Card Mailer



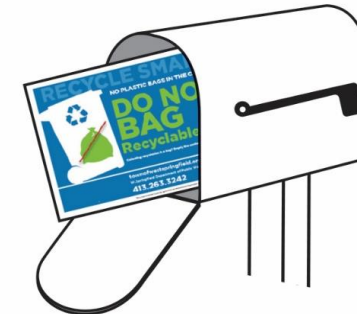
2 PERSONALIZED FEEDBACK



Curbside Feedback



3 ISSUE SPECIFIC COMMUNICATIONS



Top Issue Mailer



Education and Outreach

- Info Card
- Tags
- Top Issue
- Radio
- Social Media
- Newsletters
- “Recycle Search”

RECYCLE
RECICLE

THANK YOU FOR RECYCLING THESE:
GRACIAS POR RECICLAR ESTOS MATERIALES:

 Paper Papel	 Cardboard Cartón	 Metal Latas	 Plastic Plástico	 Glass Vidrio
 Paper and Cartons Cajas de cereales, periódicos, revistas, correspondencia y cartón aplastado	 Cardboard (aplane los envases de cartón o cartón)	 Cans (empty and clean) Latas de aluminio y acero (vacío y seco)	 Plastic Bottles, Jars and Jugs (empty and clean) Cocina, lavadero, baño: botellas y recipientes (vacío y seco)	 Glass Bottles and Jars (empty and clean) Botellas y frascos (vacío y seco)

NO!

 No Bag Recyclables (no cartones) No coloque artículos que se pueden reciclar en una bolsa (no reciclar basura)	 No Plastic Bags or Plastic Wrap (return to retail) No reciclar bolsas de plástico (devolver a la tienda)	 No Tangles, Cords, Hoses, or Chains No reciclar mangueras, cables ni cadenas	 No Food or Liquid (empty and dry) No reciclar alimentos ni líquidos (vacíe todos los recipientes)	 No Yard Waste No reciclar residuos de jardinería
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 grandrapidsmi.gov/feetonthestreet
616.456.3961 or publicworks@grcity.us

HEY NEIGHBOR,
THE BIGGEST PROBLEM IN OUR RECYCLING IS PLASTIC BAGS.


Collecting recyclables in a bag?
Empty the contents into the cart.
Return plastic bags to retailers.

DO NOT BAG
Recyclables
NO EMPAQUETAR LOS RECICLABLES

grandrapidsmi.gov/feetonthestreet.com

OOPS!
PLEASE LEAVE THESE ITEMS OUT!

 No Bag Recyclables (no garbage)	 No Bags (return to retail)
 No Food or Liquid (empty all containers)	 No Clothing or Linens (drop-off only)
 No Tangles, Cords, Hoses, Chains or Electronics	 No Big Items (wood, plastic, furniture, or metal)

NEXT TIME WE WON'T BE ABLE TO COLLECT YOUR CART IF WE SEE THESE ITEMS.


Questions?
Call W.Springfield Department of Public Work
413.263.3242
townofwestspringfield.org

NO PLASTIC BAGS!
DO NOT BAG
Recyclables
Collecting recyclables in a bag?
Empty the contents into the cart.



Questions or Service Requests?
Call 311 or Visit RecycleByCity.com/Chicago

Tagging program

- Four recycling cycles starting June 24
- Tagging process
- A well-trained team
- Participation can increase





Theo Eggermont

Public Works Director

(734) 222-6864

eggermontt@washtenaw.org



QUESTIONS?

WRRMA: Quality Improvement Grant Program Summary

WRRMA's first [strategic plan](#) is to "increase the quality of recyclables within constituent member communities and measure the results." In 2020, WRRMA was awarded a Quality Improvement Grant worth \$243,605 from EGLE and The Recycling Partnership. The grant aims to reduce contamination in curbside collection for WRRMA members by 40%. Reducing contamination allows for more material to be turned into new products and costs less to process. The material recovery facilities, where WRRMA currently sends recyclables, estimate that ~30% of the material put in recycling bins is contamination.

The grant consists of an ongoing educational campaign, a pre- and post-program audit, and a cart tagging program. The first audit will collect samples from each community at the material recovery facility from June 11-18th. Then over four collection cycles, a trained team will arrive in communities ahead of recycling trucks and briefly check the top layer of recycling for contamination. If contamination is identified, the cart receives an "oops tag", which contains information about what the contamination wrong and a notice that if contamination is repeated, the cart will not be emptied next time. A number for a staffed hotline will be in operation during the grant and is displayed on mailed materials and the tags.

From June through August, WRRMA will deliver a broad-based educational campaign targeting contamination. Before the tagging, a notification mailer will be sent to every household with information about the program and a reminder of what materials are accepted and not accepted in curbside collection. Additional information about the program, what is and isn't recyclable and why will be sent through social media and municipal newsletters. A second mailer will be sent targeting the common contaminant as determined by the first audit. WRRMA has purchased a recycling search engine, called "Waste Wizard", that will allow residents to look up whether materials are recyclable and how to recycle them. The search engine will be listed on the mailer and tags, posted on WRRMA's website, and can be integrated into WRRMA member's municipal websites.

The program has been conducted dozens of times across the United States. There are seven Michigan grantees that will be working to decontaminate their curbside recycling. Novi completed the program in fall of 2020 and reduced contamination by 45%. In Grand Rapids, the number of households who set out their carts (participation rate) increased from 52% in week one to 76% in week four.

At the end of the grant, WRRMA will have information by WRRMA community and as a whole for:

- the percent contamination before and after grant
- the value of the recycled materials as indicated by the audit samples
- the participation rate (how many carts are set out each collection cycle)
- the number of carts that received tags and for what reasons (what contamination was present)
- what materials were searched for using the Waste Wizard

WRRMA plans to use this information to continue to provide targeted and ongoing education and outreach to reduce contamination, provide clarity about recycling, and seek to leverage a better recycling stream to reduce processing costs for members.

The Michigan Recycling Coalition recently held their annual conference and hosted a presentation detailing the Quality Improvement Grant which is available to the public. To learn more, please visit: https://www.youtube.com/watch?v=u_Nl-flzQY4&t=3500s

Proclamation Designating June as Gay Pride Month

Whereas, the City of Ypsilanti supports the rights of every citizen to experience equality and freedom from discrimination; and

Whereas, all people regardless of age, gender identity, race, color, religion, marital status, national origin, sexual orientation, or physical challenges have the right to be treated on the basis of their intrinsic value as human beings; and

Whereas, in support of the city's commitment the "**Non-discrimination Ordinance**" was approved by City Council, originally on December 16, 1997, and most recently amended on January 24, 2017, making these rights the law of the city; and

Whereas, the City of Ypsilanti accepts and welcomes people of diverse backgrounds and believes a diverse population leads to a more vibrant community; and

Whereas, the Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) communities contribute to the cultural, civic and economic successes of the City of Ypsilanti; and

Whereas, while we as a society at large are slowly embracing new definitions of sexuality and gender we must also acknowledge that the need for education and awareness remains vital to end discrimination and prejudice; and

Whereas, to acknowledge the efforts to bring awareness to the continuing evolution to the Gay Pride movement, the City of Ypsilanti will display the Rainbow Flag, representing light, healing, sun, calmness, art and spirit, in Council Chambers.

Now, therefore, be it resolved, that the members of the Ypsilanti City Council hereby proclaim June 2021 as Gay Pride Month in Ypsilanti, Michigan and encourage our residents to reflect on the ongoing struggle for equality members of the LGBTQ community face and celebrate the contributions that enhance our city.

2021 PROCLAMATION
DECLARING THE FIRST FRIDAY IN JUNE TO BE
NATIONAL GUN VIOLENCE AWARENESS DAY

This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in the City of Ypsilanti to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to reduce gun violence.

WHEREAS, every day, more than 100 Americans are killed by gun violence, alongside more than 230 who are shot and wounded, and on average there are more than 13,000 gun homicides every year; and

WHEREAS, Americans are 25 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, Michigan has 1,212 gun deaths every year, with a rate of 12.1 deaths per 100,000 people. Michigan has the 31st highest rate of gun deaths in the US; and

WHEREAS, gun homicides and assaults are concentrated in cities, with more than half of all firearm related gun deaths in the nation occurring in 127 cities; and

WHEREAS, cities across the nation, including in Ypsilanti, are working to end the senseless violence with evidence-based solutions; and

WHEREAS, protecting public safety in the communities they serve is mayors' highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, mayors and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, gun violence prevention is more important than ever as the COVID-19 pandemic continues to exacerbate gun violence after more than a year of increased gun sales, increased calls to suicide and domestic violence hotlines, and an increase in city gun violence;

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 4, 2021 to recognize the 24th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to -

- (1) Hadiya Pendleton and other victims of gun violence; and
- (2) the loved ones of those victims; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to wear orange on June 4th, the first Friday in June in 2021, to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 4, 2021 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

NOW, THEREFORE BE IT RESOLVED, that Mayor Richardson of the city of Ypsilanti declares the first Friday in June, June 4, 2021, to be National Gun Violence Awareness Day. I encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

June 1, 2021

PROCLAMATION

Asian American and Pacific Islander Heritage Month Proclamation

WHEREAS, Asian American and Pacific Islander Heritage in the United States was celebrated beginning in 1978 and was made into a month-long event in 1992; and

WHEREAS, Asian American and Pacific Islander Heritage month seeks to honor and recognize the contributions of residents from Asia, India, and the Pacific Islands; and

WHEREAS, today more than 20 million Asian American Pacific Islanders live in the United States and through their actions, make the United States of America a more vibrant, prosperous, and secure Nation; and

WHEREAS, Asian American Pacific Islanders have distinguished themselves as leading researchers in science, medicine, and technology, as innovative farmers and ranchers, as distinguished lawyers, judges, and government leaders, as prominent contributors in the arts, literature, and sports, as war heroes who defended our country from fascism, and as peacetime healthcare heroes currently on the front lines of the COVID-19 pandemic; and

WHEREAS, while we celebrate the achievements and contributions of Asian Americans and Pacific Islanders that enrich our history, society, and culture, we must also acknowledge the additional determination, hard work, and perseverance AAPI individuals must put forth to be heard and seen and that these additional efforts are a result of inequitable institutional and systemic injustices such as those most recently manifested in racist attacks on Asian Americans during the COVID-19 pandemic; and

WHEREAS, despite their contributions and leadership, the role of AAPI individuals in the U.S. has been consistently overlooked and undervalued in the teaching and study of American history.

NOW, THEREFORE, I, LOIS ALLEN-RICHARDSON, MAYOR of the City of Ypsilanti hereby proclaim May 2021 as Asian American and Pacific Islander Day in the City of Ypsilanti.

Given under my hand and seal of the
City of Ypsilanti March 24, 2021.

Lois Allen-Richardson, Mayor



Resolution No. 2021-110
June 1, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

- 1. Resolution No. 2021-111, approving the minutes of May 18, 2021.**
- 2. Resolution No. 2021-112, approving appointments to Boards and Commissions.**

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
1 day of June 2021

#Resolution No. 2021-110



Resolution No. 2021-111
June 1, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of May 18, 2021 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
1 day of June 2021

#Resolution No. 2021-111



MINUTES REGULAR COUNCIL Meeting

6:00 PM - Tuesday, May 18, 2021

Zoom Meeting

The REGULAR COUNCIL of the City of Ypsilanti was called to order on Tuesday, May 18, 2021, at 6:00 PM, in the Zoom Meeting, with the following members present:

PRESENT: Council Member Jennifer Symanns (City of Ypsilanti, Washtenaw County), Council Member Steven Wilcoxon (City of Ypsilanti, Washtenaw County), Mayor Pro-Tem Nicole Brown (City of Ypsilanti, Washtenaw County), Mayor Lois Richardson (City of Ypsilanti, Washtenaw County), Council Member Anthony Morgan (City of Ypsilanti, Washtenaw County), Mr. Brian Jones-Chance (City of Ypsilanti, Washtenaw County), and Council Member Annie Somerville (City of Ypsilanti, Washtenaw County).

ABSENT: None

1 CALL TO ORDER

The meeting was called to order at 6:00 PM

2 ROLL CALL

3 AGENDA APPROVAL

Mr. Brian Jones-Chance moved, seconded by Council Member Symanns to approve the agenda as submitted. On a voice vote the motion carried.

4 PUBLIC COMMENT (3 MINUTES)

2 members from the public spoke.

5 PRESENTATIONS

- a) Mental health presentation - Washtenaw County Health and Human Services.
- b) Proclamation designated May as Mental Health Awareness Month. - Mayor Richardson

6 PUBLIC HEARINGS

- a) Fiscal Year 2021-2022 through Fiscal Year 2027-2028 Capital Improvements Plan.
 - 1. Resolution No. 2021-099, determination
 - 2. Public Hearing
 - 3. Resolution No. 2021-100, closing the public hearing

Council Member Anthony Morgan moved, seconded by Mayor Pro-Tem Nicole Brown, to approve Resolution No. 2021-099
RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Charter of the City of Ypsilanti requires that Council adopt a Capital Improvements program on an annual basis; and

WHEREAS, the Planning Enabling Act requires that Council adopt a Capital Improvements program on an annual basis; and

WHEREAS, the City of Ypsilanti is pursuing renewal of its Redevelopment Ready Certification from the Michigan Economic Development Corporation, which likewise requires that a Capital Improvements Plan be adopted; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council hereby adopt the Capital Improvement Plan for FY2021/2022 through FY2027/2028.

RESULT:	CARRIED.
MOVER:	Council Member Anthony Morgan
SECONDER:	Mayor Pro-Tem Nicole Brown
AYES:	Beth Bashert, Jennifer Symanns, Pete Murdock, Steven Wilcoxon, Nicole Brown, Lois Richardson, and Anthony Morgan

Council Member Brian Jones-Chance moved, seconded by Council Member Anthony Morgan, to approve Resolution No. 2021-100
RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing for the Capital Improvement Plan for FY2021/2022 through FY2027/2028 by officially closed.

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

7 CONSENT AGENDA

- a) Resolution No. 2021-101, approving the Consent Agenda.

Council Member Brian Jones-Chance moved, seconded by Council Member Steven Wilcoxon, to approve Resolution No. 2021-101
RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. **Resolution No. 2021-102, approving the minutes of May 4, 2021.**
2. **Resolution No. 2021-103, approving appointments to Boards and Commissions.**

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

- b) Resolution No. 2021-102, approving the minutes of May 4, 2021.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of May 4, 2021 be approved.

- c) Resolution No. 2021-103, approving appointments to boards and commissions.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>NAME</u>	<u>BOARD</u>	<u>EXPIRATION</u>
<u>Tom Roach (Reappointment)</u>	<u>ZBA</u>	<u>5/1/2024</u>
<u>912 Pearl</u>		
<u>Ypsilanti, MI 48197</u>		
<u>Jason Ringholz (Reappointment)</u>	<u>ZBA (Alternate)</u>	<u>5/1/2024</u>
<u>1219 Westmoorland</u>		
<u>Ypsilanti, MI 48197</u>		

8 RESOLUTIONS/MOTIONS/DISCUSSIONS

- a) Resolution No. 2021-104, approving Ordinance 1375, An Ordinance entitled, "2021-2022 Tax Levy Ordinance" **(Second Reading)**

Council Member Steven Wilcoxon moved, seconded by Council Member Brian Jones-Chance, to approve Resolution No. 2021-104

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the proposed ordinance entitled "2021-2022 Tax Levy Ordinance", be approved on Second and Final Reading.

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

- b) Resolution No. 2021-105, approving Ordinance 1376, An Ordinance entitled, "An Ordinance to Amend Budget Appropriations by Department and Major Organizational Unit for FY 2020-2021 & FY 2021-2022" **(Second Reading)**

Council Member Steven Wilcoxon moved, seconded by Council Member Jennifer Symanns, to amend the budget to include \$60,000 to hire a facilitator for public engagement and to preform title and survey work regarding the removal of Pen Dam.

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

Council Member Steven Wilcoxon moved, seconded by Council Member Anthony Morgan, to amend budget to increase council budget by 5%.

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

Council Member Brian Jones-Chance moved, seconded by Council Member Anthony Morgan, to increase increase council salary by 5%.

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

Council Member Brian Jones-Chance moved, seconded by Council Member Anthony Morgan, to approve a salary increase for the City Manager and City Clerk.

RESULT:	Withdrawn
MOVER:	Council Member Brian Jones-Chance
SECONDER:	Council Member Anthony Morgan

Council Member Brian Jones-Chance moved, seconded by Council Member Jennifer Symanns, to increase the pay rate by 2.5% for the City Manger and City Clerk.

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

Council Member Annie Somerville moved, seconded by Council Member Steven Wilcoxon, to allocate \$75,000 out of the \$140,000 received from state revenue sharing for recreational marijuana to Washtenaw County Barrier Busters.

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

Council Member Anthony Morgan moved, seconded by Council Member Jennifer Symanns, to call the question.

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

Council Member Steven Wilcoxon moved, seconded by Council Member Brian Jones-Chance, to amend the budget in the amount of \$2,500 for an employee compensation study.

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

Council Member Anthony Morgan moved, seconded by Council Member Annie Somerville, to allocate \$25,000 from the \$140,000 of state revenue sharing for recreational marijuana to Ypsilanti Community Schools with \$5,000 earmarked for the arts program and \$20,000 to the sports program.

Mr. Jones Chance moved a friendly amendment to increase the earmark for arts to \$5,000 and decrease the earmark for athletics to \$15,000.

The Friendly Amendment was accepted.

RESULT:	CARRIED.
MOVER:	Council Member Anthony Morgan
SECONDER:	Council Member Annie Somerville
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 Jennifer Symanns, to amend budget to include fulltime records clerk at the Police Department.

RESULT:	CARRIED.
MOVER:	Mayor Pro-Tem Nicole Brown
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 Jennifer Symanns, to add 3 additional officers to YPD.

Council Member Symanns moved to amend the amendment to decrease to 1 officers

Withdrawn

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

Council Member Jennifer Symanns moved, seconded by Council Member Brian Jones-Chance, to call the question.

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

Council Member Brian Jones-Chance moved, seconded by Council Member Anthony Morgan, to approve Resolution No. 2021-105 As Amended

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled, “An Ordinance to Amend Budget Appropriations by Department and Major Organizational Unit for the Fiscal Year 2020-2021 and 2021-2022, be approved on Second and Final Reading.

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

- c) Resolution No. 2021-106, approving the Audit Engagement Letter and Contract with Rhemann LLC.

Council Member Brian Jones-Chance moved, seconded by Council Member Steven Wilcoxon, to approve Resolution No. 2021-106

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the certain engagement letter between the City of Ypsilanti and Rehmann LLC for the annual audit for the fiscal year ended June 30, 2021, be and the same hereby is approved. The Mayor and City Clerk are authorized to sign for and on behalf of the City of Ypsilanti.

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

- d) Resolution No. 2021-107, approving the Board and Commission Reappointment Application and Process.

Council Member Brian Jones-Chance moved, seconded by Council Member Anthony Morgan, to approve Resolution No. 2021-107

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, city board and commissions are an essential part of a municipalities legislative function; and

Whereas, a more robust reappointment process is needed in order to ensure city boards and commissions are functioning at an optimal level; and

Whereas, there is currently no process or tool to properly evaluate a board or commissioner up for reappointment; and

Whereas, an application for reappointment could provide Council the needed information to make an informed decision when reappointing members; and

WHEREAS, each board or commission except; the Board of Ethics, Economic Development Corporation, have been assigned a Council Liaison; and

Whereas, the Council Liaison would have firsthand knowledge regarding the effectiveness of those up for reappointment; and

WHEREAS, nominations for reappointment will now be placed under the "Board and Commission – Liaison Report" in order for that Council Liaison to provide their recommendation for approval.

Now therefore be it resolved that the Ypsilanti City Council approves the board and commission reappointment application.

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

- e) Resolution No. 2021-108, creating the Pen Dam Public Engagement Committee and Hiring Woods and Watts to Moderate the Process.

Council Member Steven Wilcoxon moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2021-108

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS Peninsular Dam's physical condition has deteriorated since the city of Ypsilanti assumed ownership, posing a threat to life downstream in the case of a breach,

WHEREAS City Council voted on May 7, 2019 to move forward with necessary steps for the removal of Pen Dam, committing \$500,000 for the project, to be coupled with and used to attract outside grants,

WHEREAS the Huron River Watershed Council has secured funding (\$330,000) from the Michigan Department of Natural Resources Fisheries Habitat Grant Program for the initial phase of assessment of sediment volume and condition, as well as engineering assessment for the two bridges that span the impoundment,

WHEREAS the DNR grant included a Public Engagement Plan which includes a series of Focus Group Engagement and Action Oriented Workshops and Townhall meeting, with a report of the findings,

WHEREAS, a working group consisting of Council Members Wilcoxon, Sommerville, Symanns, Sustainability Commissioner Gibbon formulated an initial list of members, as outlined in the memo, to be expanded with input from the consultants and approval by council. Committee members were then contacted and confirmed their willingness to participate; and

WHEREAS, the intent of the Committee is to provide oversight for the Public Engagement Plan and consultants, Woods&Watts, engaged by the City staff to execute the plan,

WHEREAS; The Pen Dam Public Engagement Committee will meet 12 times over the next year with the goal of each meeting lasting no longer than two hours. This term to be reviewed in October 2021 and extended by decision of council.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF YPSILANTI THAT, the Ypsilanti city council approve the membership provided in the attached memo and direct the City Manager to hire a Woods&Watts to moderate the process.

BE IT FURTHER RESOLVED THAT, the Ypsilanti City Council direct the City Manager to determine location of the meetings and establish the meeting schedule. Also, to direct the City Clerk to notice the meetings in accordance with the Open Meetings Act.

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

- f) **Discussion Regarding the Downtown and Depot Town street closures. (added)**

Council Member Annie Somerville moved, seconded by Council Member Anthony Morgan, to allow live music events from now until labor day between 5 PM and 10 PM on Fridays and Saturdays only.

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

Council Member Annie Somerville moved, seconded by Mayor Pro-Tem Nicole Brown, to direct city staff to provide notice to residents of Depot Town and Downtown the process for filing a noise complaint.

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

- g) **Discussion Regarding Summer Events - (added)**

Brian Jones-Chance moved, seconded by Anthony Morgan to extend the meeting until 10:45 PM. On a voice vote the motion carried.

9 BOARD AND COMMISSION - NOMINATIONS

a) Downtown Development Authority - (added)
New Appointment - (Exp. 7/1/2023)

Bryan Foley
425 Ainsworth Circle
Ypsilanti, MI 48197

b) Historic District Commission - (added)
New Application - (Exp. 12/31/2024)

Stefan Szumko
232 N River St, Apt. 1
Ypsilanti, MI 48198

10 BOARD AND COMMISSION - REPORTS

1. Police Advisory Commission. **Next meeting 5/27**
2. Human Relations Commission. **Working on goals**
3. Arts Commission. **Meeting this week**
4. Parks and Recreation Commission. **Pen Dam, Pen Park Presentation**
5. Sustainability Commission. **Presentation start a program for gardens. How front yard gardens would conform**
6. Historic District Commission. **None**
7. Planning Commission. **None**
8. Zoning Board of Appeals **None**

Anthony Morgan moved, seconded by Steve Wilcoxon to extend the meeting until 10:59 PM. On a voice vote the motion carried.

11 LIAISON REPORTS

1. SEMCOG Update **None**
2. Washtenaw Area Transportation Study **None**
3. Urban County **None**
4. Ypsilanti Downtown Development Authority **Meeting Thursday. Pop up vaccination**
5. Friends of Rutherford Pool **Moving ahead w/ plans to open**

12 COUNCIL PROPOSED BUSINESS

Brian Jones-Chance

- Violence working group hosted a meeting. Looking to hold another on the 29th.
- Thanked for helping with the overturned port "a" john

Wilcoxon

- Thanked Christopher Jacobs for nice work on Pen Dam

Morgan

- Stated he is on the water advisory board and discussed the lead-copper rule being on target to reach the 5% threshold.
- Received a call from Saline Schools about the YCS baseball team and its lack of players and equipment. He explained the moral is low on the team.

Symanns

- Asked for additional information regarding the incident in the College Heights Neighborhood.

Brown

- Thanked Bryan Foley and Brad Holman for assisting with the overturned port 'a' john at Parkridge Park

Somerville

- Stated Mark Higbee, a professor at EMU, will be holding a history event at Highland Cemetery about Black soldiers and the creation of Memorial day.

Steve Wilcoxon moved, seconded by Annie Somerville to extend the meeting until 11:15 PM. On a voice vote the motion carried.

13 COMMUNICATIONS FROM THE MAYOR

- Attended YES Art Dept. Reception about the banners
- June 26 Rotary Club will have a shredding event
- Executive Board of MI Black Caucus- regarding wealth building. She would like council to have a session with staff.
- Food distribution from the Power of Life Foundation from Alabama.
- Thanked DPS for clean -up at Parkridge Park.

14 COMMUNICATIONS FROM THE CITY MANAGER

- Thanked Council for approval of the budget
- Stated she and staff will be meeting with the potential developer for Water Street.

15 COMMUNICATIONS

16 ADJOURNMENT

The meeting was adjourned at 11:06 PM.

- a) Resolution No. 2021-109, adjourning the City Council Meeting.
- 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. 2021-112
June 1, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>NAME</u>	<u>BOARD</u>	<u>EXPIRATION</u>
Bryan Foley New Appointment 425 Ainsworth Circle Ypsilanti, MI 48197	YDDA	7/1/2023
Stefan Szumko New Appointment 232 N River St. Apt 1 Ypsilanti, MI 48198	HDC	12/31/2024

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
1 day of June 2021

#Resolution No. 2021-112



Resolution No. 2021-113
June 1, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, President Bill Clinton declared June "Gay and Lesbian Pride Month" in June of 2000 to commemorate the June 1969 Stonewall riots in Lower Manhattan; and

WHEREAS, President Barack Obama expanded the commemoration further by declaring June Lesbian, Gay, Bisexual, and Transgender Pride Month; and

WHEREAS, Pride Month is not only a time of celebration, it is also an opportunity to peacefully protest and raise political awareness of current issues facing the LGBTQ+ community, and

WHEREAS, much ground has been gained since the 1969 Stonewall Riots, however, injustice and negative attitudes remain that threaten the LGBTQ+ community; and

WHEREAS, The City of Ypsilanti has a proud place in the history of LGBTQ+ equality in the successful passing of our Inclusive Non-Discrimination Ordinance in 1998, a historic victory that received national attention and acclaim; and

WHEREAS, while the City of Ypsilanti has a long and proud tradition of being an inclusive community, it recognizes as long as injustice exists it threatens all that has been accomplished.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council of the City of Ypsilanti declare June as "Pride Month" and direct staff to fly the Pride Flag through the duration of the month.

OFFERED BY: _____

SECONDED BY: _____

YES:

NO:

ABSENT:

VOTE:

#Resolution No. 2021-113

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
1 day of June 2021

#Resolution No. 2021-113



Resolution No. 2021-094
June 1, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, President Biden has declared gun violence an epidemic and a public health emergency; and

WHEREAS, every day, more than 100 Americans are killed by gun violence, alongside more than 230 who are shot and wounded, and on average there are more than 13,000 gun homicides every year; and

WHEREAS, Americans are 25 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, it is estimated that 99.85% of Americans will know a victim or survivor of gun violence and 54% of U.S. gun owners admit that they do not store their guns safely. Nearly 1,300 children in the United States die from gun-related injuries every year. Nationally, occupational homicide by shooting has increased steadily since 2011; and

WHEREAS, The Educational Fund To Stop Gun Violence estimated that more than 1,200 people in Michigan died by gun violence in 2019, an average of more than three people every day. Suicides were 61% of gun deaths and homicides were 38%; and

WHEREAS, in Washtenaw and most Michigan counties, most gun deaths are by suicide, and access to firearms in domestic abuse situations increases the risk of homicide by more than 5 times, with guns the most used weapon; recognition of early warning signs and knowledge of how to respond to potential suicide or domestic abuse situations can reduce gun violence and save lives; and

WHEREAS, since the summer of 2019, the City of Ypsilanti has seen an uptick in gun violence. Between the months of January and August of 2019, the Ypsilanti Police recorded 30 - gun related cases; and

WHEREAS, nurses, physicians and other public health professionals recognize that firearm related injuries and deaths are a public health epidemic in the United states, and must move toward developing primary prevention strategies that interrupt the transmission of violence; and

#Resolution No. 2021-094

WHEREAS, the U.S. House has passed several gun safety bills and forwarded to the U.S. Senate where they have been stalled as a result of the gun lobby's strong influence which runs contrary to the will of the majority of Americans, and

WHEREAS, the City Council and Ypsilanti Chief of Police discussed solutions to tackle the problem; solutions include reducing the accessibility to guns on the street and forming a dialogue between the community and law enforcement.

Now, Therefore Be it Resolved that the City Council of the City of Ypsilanti, declares gun violence as a matter of public health.

Be it Further Resolved that City Council direct the City Clerk to forward this resolution to President Biden, the city's representatives in the U.S. Congress, Governor Whitmer, Michigan Senate, Michigan House, and the Washtenaw County Board of Commissioners.

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
1 day of June 2021

#Resolution No. 2021-094



Resolution No. 2021-114
June 1, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the attached fee schedule is adopted pursuant to the Ypsilanti City Code, and the following fees relating to various sections of the City Code and activities of the City are hereby established, and the various City Departments are authorized to charge and collect such fees effective immediately.

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
1 day of June 2021

#Resolution No. 2021-114



Memo

To: Mayor & City Council
From: Bonnie Wessler, Project Manager
Subject: Parking Fee Schedule

The last parking fee schedule update was relatively recent, in late 2020, when a new central business district permit category was introduced, and other permit categories were simplified. Since that time, we have implemented both the payment app and the multispace kiosks in Depot Town, and had more time to analyze the expenses associated with both administering the parking program and capital or maintenance expenses.

An increase is proposed for the hourly parking rate. This increase – from \$0.75/hour to \$1.00/hour for most parking, and elimination of the \$0.50/hour rate category for the Washington Street lot – is intended to ensure that the City breaks even on credit card transactions without requiring a minimum stay (or payment equating to a stay) of half an hour. As we do not yet have a full year of usage data, this rate does not capture any capital costs.

An increase from \$33 to \$40 is proposed for Residential Parking Permits, as well as increases for visitors and renewals, and an income-based discount option. We are currently planning that this will be the first of a series of rate increases, as capital costs (pavement only) approach \$80/space/year, permit administration \$25/permit/year, and enforcement \$90/permit/year. This increase begins to reflect the cost of administration and enforcement in these areas. This permit year, we will be sending out renewal notices in late July, and include information on how to add an area or opt out an area.

No increase is proposed at this time for central business district permits, as we do not yet have complete capital cost information for parking lots, and permit usage vs public usage is difficult to allocate under the current system. Generally, however, the amortized capital cost of the lot (per space, not per permit) is \$300/space/year; maintenance is expected to be another \$150/space/year; and enforcement an additional \$150/space/year. After the coming permit year, we do anticipate being better able to separate out the permit/public costs, as specific permit-only spaces will be established in each parking lot; currently, residential permit holders can park in both the North Huron lot and the North Adams lot without restriction. An income-based reduction is being added to help address the concerns that the cost of parking is too high; this is intended to be an approximately 80% reduction. Note also that downtown permits are prorated monthly; outlying residential permits are not.

The fine schedule has likewise been updated. The previous schedule for parking-related offenses was occasionally unclear for the layperson &/or did not have an associated code reference called out. This has been updated so that full code citations are more easily available,

and that fines are rounded to the nearest \$5 or \$10 for ease of use. The extended grace periods before late fees were added introduced with the 2020 update have been retained.



A RESOLUTION SETTING FEES

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that the attached fee schedule is adopted pursuant to the Ypsilanti City Code, and the following fees relating to various sections of the City Code and activities of the City are hereby established, and the various City Departments are authorized to charge and collect such fees effective immediately.

City of Ypsilanti Amended Fee Schedule (FY 2020-21) (Res. 2021-22)

Dept./Div.	Ordinance Sec. No.	Shortcut Code for Treasury	G/L ACCT #	Type of Fee	2020/21 Fee (\$)	2021/22 Fee (\$)	Notes
		150	101-4-2150-607-05	Notary Public Service - Signature and seal (per notarized document)	10	10	
		142	101-4-0000-694-01	Freedom of Information Act (FOIA) Requests	Actual cost; See FOIA Policy	Actual cost; See FOIA Policy	
Assessor	22-35			Business License Application Fee	90	See Commercial Business Inspection	
			101-4-0000-607-05	Real Estate agent access to sketch program	0	0	
		144	101-4-0000-607-05	Copy of building sketch	0.50	0.50	
	104		101-4-3710-461-00	Plan Review	20% of permit cost as deposit + balance of review costs due when	20% of permit cost as deposit + balance of review costs due when permit issued	
	104		101-4-3710-461-00	Zoning review-accessory structures and fences	70	70	
				Permits			
	18-3			Building Permit			
	104		101-4-3710-461-00	First \$1,000 of construction value or less	60	60	
	104		101-4-3710-461-00	Each additional \$1,000 or fraction thereof	11	11	
	104		101-4-3710-461-00	Demolition Permit	60	60	
	104		101-4-3710-461-00	First \$1,000 of work contract or less	11	11	
	164		101-4-3710-461-03	Plumbing Permit (per inspection/service/unit/appliance)	60	60	
	118		101-4-3710-461-01	Electrical Permit (per inspection/service/panel/unit)	60	60	
	206		101-4-3710-461-02	Mechanical Permit (per inspection/service/system/unit/appliance)	60	60	
				Sign Permit	100	100	
	94-193		101-4-3710-461-00	Outdoor Café, Restaurant, and Beer Garden Annual Fee	75	75	
				All other permit (minimum fee)	60	60	
	14-13		101-4-3710-461-00	Chicken or Bee permit application	25	25	
				Contractor's registration			
	104		101-4-3710-461-00	Residential builders, alteration and maintenance	32	32	
	190		101-4-3710-461-05	Sign contractor license/registration	32	32	
				Electrical contractor	32	32	
				Plumbing contractor	15	15	
				Mechanical contractor	15	15	
	18-31(b)		101-4-3710-461-00	Appeals to Building Board of Appeals per structure	County fees +52	County fees + 52	
				Certificate of Occupancy (each unit or tenant)			
	152		101-4-3710-461-04	Residential	50	50	
	18-153			Certificate of Compliance Inspection Fees			
				Single Family* – Initial Inspection	\$150 per unit	\$150 per unit	
				Single Family* – Recertification (2-year)	\$100 per unit	\$100 per unit	
				Reinspection	\$55 per inspection	\$55 per inspection	
				Multi-Family Building – Recertification (2-year)			
				20 or less units	\$75 per unit	\$75 per unit	
				21 or more units	\$65 per unit	\$65 per unit	
				Reinspection	\$55 per inspection	\$55 per inspection	
				Multi-Family Complex – Recertification (2-year)	\$250 per building inspected plus \$35 per unit	\$250 per building inspected plus \$35 per unit	
				Reinspection	\$55 per inspection	\$55 per inspection	
				Townhouse/Condo – recertification (2-year)	\$70 per unit	\$70 per unit	
				Reinspection	\$55 per unit	\$55 per unit	
				Rooming House – recertification	\$120 per structure	\$120 per structure	
				Reinspection	\$55 per inspection	\$55 per inspection	
				No Show Fee - Multi family (per unit)	\$85 per unit	\$85 per unit	
				No Show Fee - 1 & 2 family (per unit)	Original fee plus 1/2 the original fee	Original fee plus 20% the original fee	
				Late Payment Fees	\$100	100	
				Lien Collection Fee	\$50 per unit	\$50 per unit	
				Administrative Review Fee	\$100 per unit	\$100 per unit	
				Search Warrants obtained for inspection			
	18-153			Commercial/Residential Certificate of Occupancy			
	100		101-4-3710-461-04	Business Occupancy Permit- Without Change of Use (Initial)	75		
	100		101-4-3710-461-04	Business Occupancy Permit- With Change of Use (Initial)	150		
				Retail - Small (Under 2,500 SQ FT)		75	

Planning and Development				Retail - Large (Over 2,500 SQ FT)		150	
				Restaurant - Small (Under 2,500 SQ FT)		75	
				Restaurant - Large (Over 2,500 SQ FT)		150	
				Personal Service (barber, salon, tattoo, etc.)		100	
				Medical - Small (Under 2,500 SQ FT)		75	
				Medical - Large (Over 2,500 SQ FT)		150	
				Medical - Large (per additional floor)		75	
				Automotive (sales/repair/gas station)		175	
				Assembly (hall, church, etc.)		150	
				Industrial/Manufacturing/Warehousing - Small (Under 5,000 SQ FT)		250	
				Industrial/Manufacturing/Warehousing - Large (Over 5,000 SQ FT)		350	
				Vacant Buildings			
	18-190	226	101-4-3710-461-09	Vacant Building Inspection Fee	75	150	
				Escrow Account (Monthly)	300	300	
		220	101-255-01	Vacant building - not "regularly occupied"	50	75	
		220	101-255-01	New building/structure	50	50	
		220	101-255-01	All other vacant buildings - including dangerous buildings	300	300	
	42-69	204	101-4-3720-607-06	Maintenance of exterior premises - City cleanup	50+*	50+*	
				*Plus actual cost of hired contractor			
				General & Administrative			
			101-4-7210-676-05	Zoning Map or Text copies; Copies of adopted plans	Actual cost; See FOIA Policy	Actual cost; See FOIA Policy	
				Marihuana Location Letter		200	
			101-4-7210-676-05	Code Compliance Letter	100	100	
				Zoning			
	122-303	178	101-4-7210-607-01	Zoning Map amendment	1000	1500	
		178	101-4-7210-607-01	Zoning Text amendment	1000	1000	
			101-4-7210-607-01	Appeal of staff interpretation	250	500	
			101-4-7210-607-01	Specific interpretation	250	500	
		178	101-4-7210-607-01	Area Variance - SF Residential	200	500	
		178	101-4-7210-607-01	Area Variance - other use	450	1000	
		178	101-4-7210-607-01	All variance types: each variance requested beyond first on same site/application.	450	250	
		162	101-4-7210-676-05	Pre-development meeting (related to site plan)	75	75	
		162	101-4-7210-676-05	Administrative fee for site work started without issuance of applicable permit	50	50	
		120	101-283-00	Site Plan Review	500+*	500+*	
					*plus engineering review fees as applicable	*plus engineering review fees as applicable	
		120	101-283-00	Site Plan review (additional revision review)	75	200	
				Sketch Plan Review	100	100	
		162	101-4-7210-676-05	Site inspections by P&D Dept. staff after first compliance inspection	25	35	
			101-4-7210-607-01	Special Exception permit for fee in-lieu of providing off street parking (per space)	345/Per Space Annually	345/Per Space Annually	
				Address Assignment	100/Per address or 500/per development	100/Per address or 500/per development	
			101-4-7210-607-01	Special Use permit	300	400	
			101-4-7210-676-05	Designation of Special Nonconforming Status	400	400	
			101-4-7210-676-05	Temporary Use-Concession Sale Review	50	50	
			101-4-3720-607-06	Garden on vacant residential lot	25	25	
				Use of a public commercial area parking space during construction, see Special Events Parking			
		190	101-4-3710-461-05	Sidewalk Signs	25	See sign permit fee	
	122-704	162	101-4-7210-607-01	PUD Application *	1000+*	1500+*	
		162			*plus \$5/1,000 sf of new or redeveloped non-residential or \$5/unit of new or redeveloped residential	*plus \$5/1,000 sf of new or redeveloped non-residential or \$5/unit of new or redeveloped residential and engineering review fees	
		162	101-4-7210-607-01	PUD Application (Adaptive Re-Use)	550	550	
	94-271		101-4-7210-607-01	Alley/Street Closure (Application fee plus construction escrow)	750 fee + 1000 escrow	750 fee + 1000 escrow	
	94-291		101-4-7210-607-01	Alley/Street Vacation	1500	1500	
	122-625		101-4-7210-607-01	Lot split application	50	50	
		162		Tax Abatement			
		162	101-4-3720-676-05	Creation of a District (public notice, preparation for City Council)	200	1000	
		162	101-4-3720-676-05	Application Review and Recommendation	500	500	
				Historic Preservation			
	54-81	222	101-4-8030-477-00	Historic District work permit application fee	30+*	45+*	
					*plus \$5 per \$3000 of labor and	*plus \$5 per \$3000 of labor and material	
			101-4-8030-676-02	Administrative Fee for HDC work started without issuance of applicable permit	50	50	
			101-4-8030-676-02	Historic District work permit application fee, flat fee for paint-only application	35	10	
	122-309			Engineering: Site Review Phase			
				Site Plan Review	500	500	

			Site Plan Review-Beyond Initial Two	250	250	
			Site Plan Review-Planned Unit Development-Adaptive Reuse PUD	500	500	
			Site Plan Review-Planned Unit Development-Less Than 5 Acres	1000	1000	
			Site Plan Review-Planned Unit Development-More Than 5 Acres	1800	1800	
			Planned Unit Development Review-Beyond Initial Two	500	500	
			Preapplication Meeting	200	200	
122-309			Engineering: Plan Review Phase			
			Construction Estimate Less Than \$50,000	4.5% - Minimum 500	6% - Minimum 500	
			Construction Estimate Between \$50,000 - \$100,000	4% + Minimum 2,200	5% + Minimum 3,500	
			Construction Estimate Between \$100,000 - \$500,000	2% - Minimum 4,000	3% - Minimum 6,000	
			Construction Estimate More Than \$500,000	1.5% - Minimum 9,800	2.5% - Minimum 12,000	
122-309			Engineering: Construction Phase			
			Construction Estimate Less Than \$50,000	8.0% - Minimum 1,000 Construction Escrow	9.0% - Minimum 1,000 Construction Escrow	
			Construction Estimate Between \$50,000 - \$100,000	4,000 + 7.0% of amount over 50,000 Construction Escrow	6,000 + 8.0% of amount over 50,000 Construction Escrow	
			Construction Estimate Between \$100,000 - \$500,000	8,000 + 5.0% of amount over 100,000 Construction Escrow	11,500 + 6.0% of amount over 100,000 Construction Escrow	
			Construction Estimate More Than \$500,000	28,000 + 4.0% of amount over 500,000 Construction Escrow	35,000 + 5.0% of amount over 500,000 Construction Escrow	
			Notes: Engineering Site Plan and Engineering Plan Review fees are nonrefundable. Initial Engineering Site Plan Review Fee covers two reviews. Initial Engineering Plan Review Fee covers three reviews. Construction Escrow collected in excess of incurred costs will be refunded upon final acceptance of project. These fees are for the City Engineer only. Additional fees from other City Departments may apply.			
		101-110-04	City Charter	Actual cost; See FOIA Policy	Actual cost; See FOIA Policy	
6-31			Liquor License Fees			
	138	101-4-0000-574-04	"A" Hotel	500	500	
	138	101-4-0000-574-04	"B" Hotel	500	500	
	138	101-4-0000-574-04	"C" Hotel	500	500	
	138	101-4-0000-574-04	"Tavern" beer and by the glass	500	500	
	138	101-4-0000-574-04	"SDO" package liquor	500	500	
	138	101-4-0000-574-04	"SDM" package beer and wine	500	500	
			If more than one class of license held			
	138	101-4-0000-574-04	(Fee per class held)	25	25	
	138	101-4-0000-574-04	Transfer of ownership, including partner	500	500	
	138	101-4-0000-574-04	Transfer of location	300	300	
	138	101-4-0000-574-04	Addition of space	300	300	
	138	101-4-0000-574-04	Deletion of partner	300	300	
	138	101-4-0000-574-04	Addition of special permit, i.e. entertainment, dancing or Sunday sales	315	315	
	138	101-4-0000-574-04	Wine Maker License	500	500	
	138	101-4-0000-574-04	Micro Brewer License	500	500	
6-43	158	101-4-2150-456-00	Application for license to sell	500	500	
10-45			Additional fee for DDA location	110	110	
			Entertainment & Misc. Fees			
22-76		101-4-2150-456-04	Bed and breakfast application fee	80	80	
22-80		101-4-2150-456-04	Annual bed and breakfast, inn license fee	175	175	
22-117		101-4-2150-456-04	Health club license application fee	80	80	
22-121		101-4-2150-456-04	Annual health club fee	175	175	
22-178		101-4-2150-456-00	Peddlers license application fee, investigation fee	100	100	
82-47		101-4-2150-456-00	Secondhand dealer license application fee	100	100	
82-49		101-4-2150-456-00	Issuance of annual 2nd hand dealer license	100	100	
22-182		101-4-2150-456-00	House to house soliciting by established business, various fee (monthly rate)	80	80	
		101-4-0000-694-01	Mayor Officiating Wedding Ceremony	25	25	
			Taxicab Fees-TO BE COLLECTED BY STATE			
			Voting Records			
		101-4-0000-607-05	Qualified Voter File (disks), Printed Voter Listing, Polling location maps	Actual cost; See FOIA Policy	Actual cost; See FOIA Policy	*collapsed listings into one fee
			Misc. Fees			
			Return check for NSF			
	142	101-4-0000-694-01	first check	50	50	
	142	101-4-0000-694-01	second and subsequent NSF check from same person or entity within one year (per check)	60	60	
	N/A	N/A	Amount of payment due is between: \$2.00-\$66.00	2.00/payment	2.00/payment	

Clerk

		N/A	N/A	Payment amount that exceed \$67.00	3% of payment			3% of payment			
					1st violation	2nd violation	3rd violation	1st violation	2nd violation	3rd violation	
				Building Regulations							
	18-52	230	101-4-3730-607-11	State construction code	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days	
	18-92	230	101-4-3730-607-11	Property maintenance code	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days	
	18-115	230	101-4-3730-607-11	Violations generally	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days	
	18-134 A&B	230	101-4-3730-607-11	Allow occupancy without certificate of compliance	\$100	\$300	\$500	\$100	\$300	\$500	
				Environment & Nuisance							
	42-55	230	101-4-3730-607-11	Property maintenance nuisance	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days	
	42-68	230	101-4-3730-607-11	Litter (see 70-38)	\$50, \$75 after 10 business days	\$150, \$175 after 10 business days	\$300, \$325 after 10 business days	\$50, \$75 after 10 business days	\$150, \$175 after 10 business days	\$300, \$325 after 10 business days	
	71-72		101-4-3730-607-11	Specific Violations (raw building materials, junk waste, abandoned refrigerators)	\$50, \$75 after 10 business days	\$150, \$175 after 10 business days	\$300, \$325 after 10 business days	\$50, \$75 after 10 business days	\$150, \$175 after 10 business days	\$300, \$325 after 10 business days	
	50-34		101-4-3730-607-11	Fire Prevention Code (when designated as blight violation)	\$100, plus \$25 after 10 business days	\$300, plus \$25 after 10 business days	\$500, plus \$25 after 10 business days	\$100, plus \$25 after 10 business days	\$300, plus \$25 after 10 business days	\$500, plus \$25 after 10 business days	
				Solid Waste							
	86-32	230	101-4-3730-607-11	Disposal arrangements	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days	
	86-33	230	101-4-3730-607-11	Commercial properties	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days	
	86-34	230	101-4-3730-607-11	Residential properties	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days	
	86-35	230	101-4-3730-607-11	Multiple Dwellings	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days	
	86-54	230	101-4-3730-607-11	Peak Times	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days	
				Snow Removal							
	94-136	230	101-4-3730-607-11	Snow removal from sidewalk adjacent to residential and commercial premises	\$15, \$40 after 10 business days	\$50, \$75 after 10 business days	\$200, \$225 after 10 business days	\$15, \$40 after 10 business days	\$50, \$75 after 10 business days	\$200, \$225 after 10 business days	
	94-136	230	101-4-3730-607-11	Snow removal from parking lot serving less than 10 dwelling units	\$15, \$40 after 10 business days	\$50, \$75 after 10 business days	\$200, \$225 after 10 business days	\$15, \$40 after 10 business days	\$50, \$75 after 10 business days	\$200, \$225 after 10 business days	
	94-136	230	101-4-3730-607-11	Snow removal from parking lot serving 10 or more dwelling units	\$15, \$40 after 10 business days	\$50, \$75 after 10 business days	\$200, \$225 after 10 business days	\$15, \$40 after 10 business days	\$50, \$75 after 10 business days	\$200, \$225 after 10 business days	
				Vegetation							
	110-34	230	101-4-3730-607-11	Trees and shrubs	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days	
	110-81	230	101-4-3730-607-11	Grass and weed control	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days	\$50, \$75 after 10 business days	\$100, \$125 after 10 business days	\$200, \$225 after 10 business days	
	110-85	204	101-4-3720-607-06	Lien collection charge for cost of cutting weeds			50				

Administrative
Hearings Bureau

				Zoning Violations			1st violation \$50, \$75 after 10 business days	2nd violation \$100, \$125 after 10 business days	3rd violation \$200, \$225 after 10 business days	1st violation \$50, \$75 after 10 business days	2nd violation \$100, \$125 after 10 business days	3rd violation \$200, \$225 after 10 business days	
122-375	230	101-4-3730-607-11	Zoning										
				AHB Ordinance Costs									
	230	101-4-3730-607-11	Abatement costs				Actual cost plus fee			Actual cost plus fee			
	230	101-4-3730-607-11	Prosecution Costs										75
	230	101-4-3730-607-11	Building Costs										75
	230	101-4-3730-607-11	Administrative Hearings Bureau (AHB) Costs										250
	230	101-4-3730-607-11	Administrative Hearings Bureau Costs - Waiver				Waive \$50 in AHB Costs if paid within 30 days			Waive \$50 in AHB Costs if paid within 30 days			
	230	101-4-3730-607-11	State JSA (set by state statute)										10
	230	101-4-3730-607-11	Continuance/Adjournment										50
	230	101-4-3730-607-11	Default										50
	230	101-4-3730-607-11	Show Cause										50
	230	101-4-3730-607-11	Motion to Set Aside Default										50
Department of Public Services	180	202(3)-4-0000-476-01	Street cut or curb cut - per opening						60				60
	180	202(3)-4-0000-476-01	Right of Way permit (sidewalk)						60				60
	180	202(3)-4-0000-476-01	Right of Way permit (utility)						130				130
	180	202(3)-4-0000-476-01	Penalty fee for failing to apply for Right of Way, excavation, curb cut permit or sidewalk replacement permit before work begins. Fee is in addition to permit fee.						60				60
			Bond amount: Contractor shall furnish either a cash bond or a performance bond acceptable to the City of Ypsilanti and in compliance will all requirements of law that is to remain in effect for a period of not less than 18 months from work start date.										
	180	101-265-01	property line to back of curb						3000				3000
	180	101-265-01	property line to 1/2 pavement width						5000				5000
	180	101-265-01	property line to full pavement width						10,000				10,000
	180		each boring pit						250				250
	94-112		Moving building, license application fee (*Owner also responsible for materials used)						320+*				320+*
	174	226-4-0000-626-03	Recycle bins - each						10				12
	174	226-4-0000-694-01	Trash Stickers						2.50				2.50
	174		Bulk Item stickers						20.00				20.00
	124		Freon Removal stickers						35.00				35.00
	110-77	101-4-4410-676-03	Manufactured Fertilizer Commercial Applicator						25				25
			Small Cell Wireless Facilities Deployment										
			When such deployment will require a new or replacement pole in right of way						300				300
			When such deployment will not require a new or replacement pole in right of way						200				200
			For zoning applications to install or modify a wireless support structure in right of way						1000				1000
			To install or modify a small wireless facility outside the right of way						500				500
			Annual rent: per small cell wireless facility per year						20				20
			Annual rent: for utility pole or support structure erected by or on behalf of a wireless provider after March 12, 2019						125				125
			Administrative Fees										
		101-4-4410-676-03	Administration fee (monthly billings & special service invoices)						10% for annual amounts less than \$25,000				10% for annual amounts less than \$25,000
		101-4-4410-676-03	Administration fee (monthly billings & special service invoices)						5% for annual amounts over \$25,000				5% for annual amounts over \$25,000
		101-4-4410-676-03	Late fee for invoices										
		101-4-4410-676-03	Over 30 days						2%				2%
		101-4-4410-676-03	Over 60 days						Additional 2%				Additional 2%
		101-4-4410-676-03	Removal of abandoned materials in City Right-of-Way (Barricades, Construction Signs, etc.)						50				50
		101-4-4410-676-03	Daily Storage Fee per item for abandoned materials removed from City Right-of-Way (Barricades, Construction Signs, etc.)						5				5
			Facilities and Public Property										
78-124	184	101-273-11	Fees for rental of Senior Citizens center, Parkridge Community Center and Rutherford Pool are hereby established, but set by operations management at each facility. Contact each facility directly for reservations, terms and conditions										
		101-273-11	Senior Center (2 hr. min.)						55/hr				55/hr

Facilities

		101-273-11	Parkridge Community Center (2 hr. min.)	30/hr.	30/hr.
			Rutherford Pool		
			SINGLE ENTRY		
			Youth (ages 3-17)	3	3
			Adults (ages 18-54)	4	4
			Youth during Family Swim	2.25	2.25
			Seniors (ages 55 and above)	2.75	2.75
			SEASON PASSES		
			Individuals (12yrs and above)	110	110
			Seniors (ages 55 and above)	75	75
			Family (includes tot splash)	265	265
			PUNCH CARD PASSES (5 ENTRIES)		
			Youth (ages 3-7)	12	12
			Adult (ages 18-54)	16	16
			Seniors (ages 55 and above)	11	11
			TOT SPLASH	1.75/child	1.75/child
			(Free with family season pass)		
			Freighthouse Plaza	*	
		101-273-11	Damage deposit (refundable, due 14 days in advance)	200	200
			Fees for Rutherford Pool shall be determined by the Friends of Rutherford Pool based on cost of service, projected attendance and other cost factors. Fees shall be approved by the City Manager and posted on the City's website.		
			Senior Center, Parkview and Pool renters shall reimburse the City for actual costs of cleanup (including but not limited to Public Works employees) required if applicant fails to comply with cleanup agreement (employee costs shall be reimbursed at hourly rate +10% (non-profit events) or +15% (for-profit events))		
			Fees for the Freighthouse shall be determined by the Friends of the Ypsilanti Freighthouse based on the terms of the Operation and Management agreement.		
			Default: Any person in default for 30 days or more shall be ineligible for a park reservation, special event permit, noise permit, street closing permit or city facility rental for eighteen months		

Parks

78-125			Park Reservation Fees		
		101-4-4420-676-05	Gazebo Rental (Riverside Park)	150/first 2 hours, 25 each additional hour	150
			Amphitheater Rental (Frog Island Park)	150/first 2 hours, 25 each additional hour	150
		101-4-4420-676-05	Pavilion Rental (resident)	75/first 2 hours, 25 each additional hour	75
		101-4-4420-676-05	Pavilion Rental (nonresident)	90/first 2 hours, 25 each additional hour	90
			Each Additional Hour of Pavilion Rental		35 per hour
		101-4-4420-676-05	Riverside Park Key (refundable deposit)	25	25
		101-4-4420-676-05	Water Utility Fee (refundable deposit)	25	25
			Security deposit for the Gazebo and Pavilions are merged into Class 1 and 2 application fees		
			Rental fees for Riverside and Frog Island park are merged into Class 3 and 4 permit application fees, and are subject to additional Capital Park Improvement and/or Administrative Fees for coordinating public park use, per day.		
			Special Event Applicant shall reimburse the City for actual costs of cleanup (including but not limited to Public Works employees) required if applicant fails to comply with cleanup agreement. [employee and equipment costs shall be reimbursed at hourly rate +10% (non-profit events) or +15% (for-profit events)]		

Fiscal Services

112		101-4-0000-607-05	Reprint of W-2/1099-R, Copy of Payroll check stub (non-public)	Actual cost; See FOIA Policy	Actual cost; See FOIA Policy
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Film Permit

10-312		101-4-4420-676-03	Permit for Film on Public Property	250	250
		101-4-4420-676-03	Permit for Film on Private Property	100	100
		101-4-4420-676-03	Deposit (if City Services are required)	3000	3000
		101-4-4420-676-05	Daily Public Property Use-per day	107	107

	10-312 /10-268	192	101-4-4420-676-05	Parking Space Rental/per day	25 (meter and non-meter)	25 (meter and non-meter)	
		192	101-4-3070-676-02	Parking Officer	40	40	
Special Events			101-4-2530-462-00	Special Events Parking Permit	12/day	12/day	
Parking				Parking Lot Rental (Class 1 and 2 Events)	\$350/day & up	350/day & up	
				Parking Lot Rental (Class 3 and 4 Events)	\$500/day & up	500/day & up	
				Notes: The City reserves the right to approve public parking lot rentals on a case by case basis as well as charge for parking during special events.			
				Labor Fees			
		192	101-4-3070-676-02	Police Officer	59/hr.	59/hr.	
		192	101-4-3070-676-02	Police Sergeant	74/hr.	74/hr.	
		192	101-4-3070-676-02	Police Lieutenant	76/hr.	76/hr.	
		192	101-4-3070-676-02	Dispatcher	76/hr.	76/hr.	
		192	101-4-3070-676-02	Dispatch Supervisor	96/hr.	96/hr.	
		192	101-4-3070-676-02	Dispatch	39/hr.	39/hr.	
		192	101-4-3390-676-01	Firefighter	40/hr.	40/hr.	
		192	101-4-3390-676-01	Firefighter Officer	48/hr.	48/hr.	
			101-4-4420-676-04	DPS Operator ST	38/hr.	38/hr.	
			101-4-4420-676-04	DPS Operator OT	57/hr.	57/hr.	
			101-4-4420-676-04	DPS Operator DT	75/hr.	75/hr.	
			101-4-4420-676-04	DPS Supervisor ST	44/hr.	44/hr.	
			101-4-4420-676-04	DPS Supervisor OT	66/hr.	66/hr.	
			101-4-4420-676-04	DPS Supervisor DT	88/hr.	88/hr.	
				Administrative Services			
			101-4-4420-676-04	Parade Route	90/hr.	90/hr.	
			101-4-4420-676-04	Traffic Control Plan	90/hr.	90/hr.	
			101-4-4420-676-04	Walk/Run Route	90/hr.	90/hr.	
			101-284-08	Special Event Applicant shall reimburse the City for all actual costs incurred by the Ypsilanti Department of Public Works and Police Department related to the event as determined no later than 14 days prior to the event during pre-event meeting. (employee and equipment costs shall be reimbursed at hourly rate +10% (non-profit events) or +15% (for-profit events))			
				Equipment: Police & Fire			
		192	101-4-3070-676-02	Mobile Command	13	13	
		192	101-4-3070-676-02	Police Cruiser	9	9	
		192	101-4-3390-676-01	Class 1 Engine	495	495	
		192	101-4-3390-676-01	Aerial Truck	715	715	
		192	101-4-3390-676-01	Support Vehicle	165	165	
				Equipment: Department of Public Services			
			101-4-4410-676-03	Custom Temp No Parking Signs Includes Date & Time (per bundle of 10)	25.00 per 10	35.00 per 10	
			101-4-4410-676-03	Barricades - small	4.00/Day	5.00/day	
			101-4-4410-676-03	Barricades - large (for street closures)	15.00/Day	17.00/day	
			101-4-4410-676-03	Traffic Cones 18" or 25"	2.00/Day	3.00/day	
			101-4-4410-676-03	Traffic Cones 42"	3.00/Day	4.00/day	
			101-4-4410-676-03	Road Signs	8.00/Day	9.00/day	
			101-4-4410-676-03	Car - Crown Vic	9.28/Hr.	11.00/hr.	
			101-4-4410-676-03	Arrowboard (V #2)	5.04/Hr.	6.00/hr.	
			101-4-4410-676-03	Snow Blower (V #3)	3.34/Hr.	4.00/hr.	
			101-4-4410-676-03	Stake Truck (V #131)	8.58/Hr.	10.00/hr.	
			101-4-4410-676-03	Pickup Truck (V #101)	8.48/Hr.	10.00/hr.	
		192	101-4-4410-676-03	Small Dump truck (V #104)	8.58/Hr.	10.00/hr.	
		192	101-4-4410-676-03	Large Dump truck-no plow (V #109 no plow)	42.84/Hr.	48.00/hr.	
			101-4-4410-676-03	Pickup Truck with Aerial Lift (V #122)	13.36/Hr.	15.00/hr.	
		192	101-4-4410-676-03	Trailer (V-117)	6.12/Hr.	7.00/hr.	
		192	101-4-4410-676-03	Weed Whip (V #423)	3.42/Hr.	4.00/hr.	
		192	101-4-4410-676-03	Mower (V 448)	23.33/Hr.	26.00/hr.	
		192	101-4-4410-676-03	Sweeper (V #142)	95.05/Hr.	105.00/hr.	
		192	101-4-4410-676-03	Loader (V #129)	62.86/Hr.	70.00/hr.	
		192	101-4-4410-676-03	Rear Packet Truck (V#603)	25.54/Hr.	29.00/hr.	
		192	101-4-4410-676-03	Bobcat (V#128)	46.06/Hr.	51.00/hr.	
			101-4-4410-676-03	Bobcat with Pallet Fork (V# 128A)	51.05/Hr.	57.00/hr.	
			101-4-4410-676-03	Bobcat with Jackhammer (V# 128B)	55.90/Hr.	62.00/hr.	
			101-4-4410-676-03	Bobcat with Backhoe (V# 128C)	49.02/Hr.	54.00/hr.	

Special Events

		101-4-4410-676-03	Bobcat with Stump Grinder (V#128D)	90.03/Hr.	99.00/hr.
		101-4-4410-676-03	Bobcat with Snow Pusher Blade & One way Blade (V# 128E)	175.94/Hr.	194.00/hr.
		101-4-4410-676-03	Bobcat with Auger bit 24" (V# 128F)	52.10/Hr.	57.00/hr.
		101-4-4410-676-03	Bobcat with Tree Auger (V# 128G)	52.10/Hr.	57.00/hr.
		101-4-4410-676-03	Bobcat with Grader (V# 128H)	57.85/Hr.	64.00/hr.
		101-4-4410-676-03	Bobcat with Soil Conditioner (V# 128I)	59.56/Hr.	66.00/hr.
		101-4-4410-676-03	Bobcat with Brush Hog (V# 128J)	58.50/Hr.	64.00/hr.
			Application and Permit Fees		
10-268			Festival - Special Events use fees and Park Registration Fees (merged in 2009)		
	192	101-4-4420-676-03	Special Events Application Fee (nonrefundable)	35	35
			Special Events Permit Fees (nonrefundable, due 14 days in advance)		
	192	101-4-4420-676-03	Class 4a events (alcohol, more than 10,000 participants)	750/day	750/day
	192	101-4-4420-676-03	Class 4 events (more than 10,000 participants)	600/day	600/day
	192	101-4-4420-676-03	Class 3a events (alcohol)	600/day	600/day
	192	101-4-4420-676-03	Class 3 events	400/day	400/day
	192	101-4-4420-676-03	Class 2 events	200	200
	192	101-4-4420-676-03	Class 1 events	100	100
	194	101-4-3070-476-01	Local Street Closure Permit (per street) (per day)	200	200
	194	101-4-3070-476-01	Major Street Closure Permit (per street) (per day)	1000	1000
	192	101-4-4420-676-03	Recurring Event Permit	See Special Events Policy	See Special Events Policy
	192	101-4-4420-676-03	Wedding Permit	See Special Events Policy	See Special Events Policy
		101-4-3070-476-00	Noise Permit	100	100
		101-4-3710-461-05	Sign/Banner Permit	35	35
		101-4-4410-676-03	Banner fees (non-refundable, due 30 days in advance, must receive approval from business district association)	Actual Cost (2 hours min.)	Actual Cost (2 hours min.)
			Event Security deposit (refundable, due 14 days in advance)		
	192	101-284-03	Class 4a events (alcohol, more than 10,000 participants)	6000	6000
	192	101-284-03	Class 4 events	5000	5000
	192	101-284-03	Class 3a events (alcohol, less than 10,000 participants)	2000	2000
	192	101-284-03	Class 3 events	1000	1000
	192	101-284-03	Class 2 events	500	500
	192	101-284-03	Class 1 events	100	100
	192	101-284-03	Surety bond in lieu of damage deposit (subject to City Attorney approval)	10,000	10,000
			Capital Park Improvement Fee		
			Class 1 events	0	
			Class 2 events	0	
		101-273-19 or 101-4-7170-607-03	Class 3 Events	750/day	750/day
		101-273-19 or 101-4-7170-607-03	Class 3a events	1500/day	1500/day
		101-273-19 or 101-4-7170-607-03	Class 4 events	1500/day	1500/day
		101-273-19 or 101-4-7170-607-03	Class 4a events	1500/day	1500/day
			Utility Fee-Electric		
	192	101-4-4420-676-03	Class 4 events	\$100/Day	100/Day
	192	101-4-4420-676-03	Class 3 events	\$100/Day	100/Day
	192	101-4-4420-676-03	Class 2 events	35/day	35/day
	192	101-4-4420-676-03	Class 1 events	35/day	35/day
			Utility Fee-Water		
	192	101-4-4420-676-03	Class 4 events	55/day	55/day
	192	101-4-4420-676-03	Class 3 events	55/day	55/day
	192	101-4-4420-676-03	Class 2 events	20/day	20/day
	192	101-4-4420-676-03	Class 1 events	20/day	20/day
10-271			Vendors requiring hard wiring electricity (Licensed electrician required to complete permit application. Work must be inspected by City Bldg. Dept.)	No Hard Wiring	No Hard Wiring
			Trash and Clean Up		
			Applicant(s) shall reimburse the City for actual costs of cleanup (including but not limited to Public Works employees) required if applicant fails to comply with cleanup agreement.(employee costs shall be reimbursed at hourly rate +10% overhead)		
		101-4-4420-676-04	Trash per cubic yard	30.00/cy	45.00/cy
			Site Restoration		
		101-4-4420-676-04	Failure to restore site by 1:00 p.m. day following event	50/day	200/day
		101-4-4420-676-04	City site restoration	\$150, plus labor and fringes	200, plus labor and fringes
			Medical Marijuana		

Medical Marijuana	22-205	234	101-4-2150-456-03	Medical Marijuana Application	5000	5000	
	22-205	234	101-4-2150-456-03	License Revocation Appeal	1100	1100	
	22-205			Relocation Application	5000	5000	
	22-205	234	101-4-2150-456-03	Application Renewal	5000	5000	
Fire	50-34			Fire Prevention			
				Initial Certificate of Occupancy for Fire Safety Inspection			
		144	101-4-3390-676-01	This fee is included in certificate of occupancy application and is paid to the building department.	\$75	75	
		144	101-4-3390-676-01	First re-inspection	\$0	0	
		144	101-4-3390-676-01	Additional re-inspections or no-show.	\$50 per re-inspection	50 per re-inspection	
				Annual Fire Safety Inspection			
		144	101-4-3390-676-01	Annual inspection (no fee if compliance is maintained since last year)	\$0	0	
		144	101-4-3390-676-01	Additional necessary annual re-inspection or no show	\$50	50	
		145	101-4-3390-676-02	Inspection in large facilities or requiring more than one hour	\$50/Hr.	50/Hr.	
				Acceptance Tests			
		144	101-4-3390-676-01	Sprinklers systems, fire alarms, fire pump...	\$50/Hr.	50/Hr.	
				Plan Review	\$50/Hr.	50/Hr.	
		144	101-4-3390-676-01	Occupancy calculation, fireworks, special venues, concerts...	\$50/Hr.	50/Hr.	
				Fire Investigation			
		144	101-4-3390-676-01	Origin and cause	\$50/Hr.	50/Hr.	
	38-135			Fire Suppression			
		144	101-4-3390-676-01	CLASS 1 ENGINE	450 with crew	450 with crew	
		144	101-4-3390-676-01	AERIAL TRUCK	650 with crew	650 with crew	
		144	101-4-3390-676-01	SUPPORT VEHICLE	150 with crew	150 with crew	
		144	101-4-3390-676-01	FIRE FIGHTER	36	36	
		144	101-4-3390-676-01	FIRE OFFICER	43	43	
		144	101-4-3390-676-01	FIRE INSPECTOR	43	43	
		144	101-4-3390-676-01	EMS Standby (2 EMTs)	\$80 / Hour	80 / Hour	
		144	101-4-3390-676-01	Fire Standby Pyrotechnic (includes inspection)	250	250	
		144	101-4-3390-676-01	Fire Display (includes inspection)	250	250	
		144	101-4-3390-676-01	Fire inspection	75	75	
	*	144	101-4-3390-676-01	Fire re-inspection	50	50	
		144	101-4-3390-676-01	Fire Investigation (Additional Fee if over 10 hours)	500	500	
		144	101-4-3390-676-01	Fire permits	50	50	
	38-40			False Alarms			
		144	101-4-3070-676-02	First occurrence in a calendar year		Warning	Warning
				Second occurrence in a calendar year	\$200		\$200
				Third occurrence in a calendar year	\$400		\$400
				Fourth occurrence in a calendar year	\$600		\$600
				Each additional occurrence in calendar year	Add \$200 to previous fine	Add \$200 to previous fine	Add \$200 to previous fine
	38-40			False Alarms			
		144	101-4-3070-676-02	Police			
				First occurrence in calendar year	Warning		Warning
Police				Second occurrence in calendar year	100		100
				Third occurrence in calendar year	200		200
				Fourth occurrence in calendar year	300		300
				Each additional occurrence in calendar year	Add \$100 to previous fine		Add \$100 to previous fine
	38-78			Incidents Involving Persons Driving Under The Influence			
			101-4-3070-601-01	OWI	155		155
			101-4-3070-601-01	OWI with accident	205		205
			101-4-3070-601-01	OWI with blood draw	230		230
			101-4-0000-607-05	All reports	Actual cost; See FOIA Policy		Actual cost; See FOIA Policy
				Parking Fees			
	102-34 (6.30(5))	102-34 (6.30(5))	102-34 (6.30(5))	Bicycle registration fee	5		5
	102-34 (6.30(5))	140	101-4-3110-607-10	Bicycle registration fee - change of ownership	5		5
	102-34 (6.30(7))	102-34 (6.30(7))	102-34 (6.30(7))	Bicycle registration fee - loss of license plate	5		5
		134	101-4-3110-607-09	Bike license	n/a		n/a
		134	101-4-3110-607-09	Transfer of bike license	n/a		n/a
	102-192		101-4-3110-656-00	Civil Infraction - Pedestrian or other traffic on the median.	50		50
			101-4-0000-694-01				
			101-4-0000-694-01	Audio/Visual			
			101-4-0000-694-01	Photographs, Audio, Video	Actual cost; See FOIA Policy		Actual cost; See FOIA Policy
				Misc. Police Fees			
			101-4-3070-676-02	Public vehicle license	30		30

	257.674(1)(a)	Parking on a sidewalk.				50.00		70.00	90.00	
	257.674(1)(b)	Parking in front of a public or private driveway				75.00		95.00	115.00	
	257.674(1)(c)	Within an intersection.				100.00		120.00	140.00	
	257.674(1)(d)	Parking within 15 ft. of a fire hydrant	63.00	83.00	103.00	75.00		95.00	115.00	
	257.674(1)(e)	On a crosswalk.				75.00		95.00	115.00	
	257.674(1)(f)	Parking within 20 ft of a crosswalk, or if there is not a crosswalk, then within 15 feet of the intersection of property lines at an intersection of highways.	33.00	53.00	73.00	50.00		70.00	90.00	
	257.674(1)(g)	Parking within 30 ft of a flashing beacon, stop sign, or traffic-control signal	33.00	53.00	73.00	25.00		45.00	65.00	
	257.674(1)(h)	Between a safety zone and the adjacent curb or within 30 feet of a point on the curb immediately opposite the end of a safety zone.				50.00		70.00	90.00	
	257.674(1)(i)	Parking within 50 ft of nearest rail of a R/R crossing	33.00	53.00	73.00	100.00		120.00	140.00	
	257.674(1)(j)	Parking opposite a fire station curb / Within 20 feet of the driveway entrance to a fire station and on the side of a street opposite the entrance to a fire station within 75 feet of the entrance if properly marked by an official sign.	33.00	53.00	73.00	50.00		70.00	90.00	
	257.674(1)(k)	Parking alongside/opposite street excavation, if the stopping, standing, or parking would obstruct traffic.	33.00	53.00	73.00	100.00		120.00	140.00	
	257.674(1)(l)	Parking: double parking	33.00	53.00	73.00	50.00		70.00	90.00	
	257.674(1)(m)	Upon a bridge or other elevated highway structure or within a highway tunnel.				50.00		70.00	90.00	blocking bridge
	257.674(1)(n)	At a place where an official sign prohibits stopping or parking.				50.00		70.00	90.00	
	257.674(1)(o)	In front of a theater.				50.00		70.00	90.00	
	257.674(1)(p)	Blocking an emergency exit of a building				100.00		120.00	140.00	
	257.674(1)(q)	Blocking a fire escape				100.00		120.00	140.00	
	257.674(1)(s)	Parking in handicap space or zone (public or private property)	128.00	148.00	168.00	150.00		170.00	190.00	
	257.674(1)(t)	Parking in or blocking a marked access for parking by persons with disabilities.				150.00		170.00	190.00	
	257.674(1)(u)	Blocking or interfering with the use of a curb-cut or ramp by persons with disabilities.				100.00		120.00	140.00	
	257.674(1)(w)	In violation of an official sign restricting the period of time for or manner of parking.				50.00		70.00	90.00	
	257.674(1)(w)	Parking: night parking in prohibited zone	33.00	53.00	73.00	50.00		70.00	90.00	
	257.674(1)(y)	Blocking the delivery of mail to a rural mailbox by a carrier of the United States postal service.				50.00		70.00	90.00	
	257.674(1)(z)	Blocking an alley				50.00		70.00	90.00	
	257.674(1)(aa)	Parking in or blocking a fire lane	38.00	58.00	78.00	100.00		120.00	140.00	
	257.675(1) & R28.1815 Rule 801	Parking over 12" from curb	33.00	53.00	73.00	25.00		45.00	65.00	
	257.675(1) & R28.1815 Rule 801	Parking left side to curb (except on one-way streets)	33.00	53.00	73.00	25.00		45.00	65.00	
	276.676	Parking motor running, car unattended	33.00	53.00	73.00	25.00		45.00	65.00	
	unknowns/not applicables									
		Safety zone and curb	33.00	53.00	73.00	33.00		53.00	73.00	
City Manager										



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ron Akers
DATE: June 1, 2021
SUBJECT: Oakwood Road Rehabilitation Project Award

DESCRIPTION:

Oakwood Road Rehabilitation Project Award

SUMMARY:

This request is to award a contract to perform road rehabilitation work on Oakwood St between Congress and Sherman and to remove the railroad tracks with cross Spring St for \$288,739.50. This project will be funded using Washtenaw County Road Millage Funds, an MDOT grant, and Act 51 Funds.

Sealed bids for the project were received and publicly read on Tuesday, May 25, 2021 at the City Council chambers. Four proposals were received, ranging from \$288,739.50 to \$344,666 and of those proposals Gibraltar Construction Co. was the lowest responsive bidder. The contractor has completed similar projects and our engineers have indicated that they have sufficient qualifications to be awarded the contract.

The budgeted amount for this project is \$287,200 and the bids came in approximately \$1,500 higher than our original estimate. This is likely due to increases in construction costs over the past year. The City will receive funds from the County Street Millage and MDOT to support this project the net expenditure to the City should be approximately \$122,489.50. The cost breakdown is as follows:

Anticipated Contract Cost:	\$288,739.50
Anticipated County Street Millage Revenue:	\$135,000
Anticipated MDOT Grant:	\$31,250
Anticipated City Share of Cost:	\$122,489.50

RECOMMENDED ACTION:

Staff recommends City Council award a contract to Gibraltar Construction Co. to perform pavement rehabilitation on Oakwood between Congress and Sherman and track removal on Spring for \$288,739.50 with any change orders subject to the approval of the City Manager.

ATTACHMENTS: OHM Award Letter, Bid Tabulation, Contract Book

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2021-115
June 1, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti has received funding from the Washtenaw County Road Millage and Michigan Department of Transportation (MDOT); and,

WHEREAS, the City of Ypsilanti has received bids for a road rehabilitation project of Oakwood between Sherman and Congress, railroad track removal on Spring, and all other necessary related work; and,

WHEREAS, the lowest responsive qualified contractor for the project was Gibraltar Construction Co. with a bid amount of \$288,739.50; and,

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti City Council approves the contract with Gibraltar Construction Co. to complete the road rehabilitation project on Oakwood between Sherman and Congress and remove the railroad track on Spring for the bid amount of \$288,739.50; and

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

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
1 day of June 2021

#Resolution No. 2021-115



ARCHITECTS. ENGINEERS. PLANNERS.

May 25, 2021

City of Ypsilanti
One Huron Street
Ypsilanti MI 48197

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

Regarding: Recommendation of Award
Oakwood St Rehabilitation and Spring St Track Removal

Dear Mr. Akers:

Four sealed bids for the Oakwood St Rehabilitation and Spring St Track Removal project were received and publicly read aloud at 10:00 am on Tuesday, May 25, 2021, in the City of Ypsilanti Council Chambers. The four bids ranged from \$288,739.50 to \$344,666.00. The detailed bid tabulation with adjusted amounts (corrections to math errors) is attached.

Gibraltar Construction Co. is the lowest responsive bidder on the project. All required information, including bond surety, statement of qualifications, Iran Linked Business Certification, and subcontractors listing, has been provided.

It appears Gibraltar Construction Co. is capable of performing the work based on project references, referenced project descriptions, and information provided with the statement of qualifications in the bid package. Based on the submitted information and vetting references, it is recommended that consideration be given to awarding Gibraltar Construction Co. for the bid amount of \$288,739.50 for the Oakwood St Rehabilitation and Spring St Track Removal contract.

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

Sincerely,
OHM Advisors

A black rectangular box redacting the signature of Rachel Jackson.

Rachel Jackson, P.E.

CC: Frances McMullan, City Manager
Bonnie Wessler, Project Manager City of Ypsilanti
John Tanner, OHM Advisors
Kent Early, OHM Advisors

Attachment: Bid Tab

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

T 734.522.6711
F 734.522.6427

OHM-Advisors.com

Tabulation of Bids Received on 5/25/2021
Oakwood Street Rehabilitation & Spring Street Railroad Track Removal
City of Ypsilanti, Washtenaw County, MI
OHM Job No.: 0094-20-0070

Gibraltar Construction Co.
2650 Van Horn Rd.
Trenton, MI 48183

Cadillac Asphalt, LLC
51777 West 12 Mile Rd
Wixom, MI 48393

Best Asphalt, Inc.
6334 N. Beverly Plaza
Romulus, MI 48174

⁷ Al's Asphalt Paving Co.
25500 Brest Rd.
Taylor, MI 48180

⁸

			Phone: (734) 234-8005		Phone: (734) 397-2050		Phone: (734) 729-9440		Phone: (734) 946-1880	
Item No.	Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BID A - Oakwood Pavement Rehabilitation										
1)	Mobilization, Max 10%	1 LSUM	\$15,000.00	\$15,000.00	\$21,200.00	\$21,200.00	\$20,000.00	\$20,000.00	\$24,000.00	\$24,000.00
2)	Dr Structure, Rem	4 Ea	\$837.00	\$3,348.00	\$600.00	\$2,400.00	\$500.00	\$2,000.00	\$250.00	\$1,000.00
3)	Sewer, Rem, Less than 24 inch	20 Ft	\$100.00	\$2,000.00	\$25.00	\$500.00	\$20.00	\$400.00	\$150.00	\$3,000.00
4)	Curb and Gutter, Rem	245 Ft	\$7.00	\$1,715.00	\$12.00	\$2,940.00	\$12.00	\$2,940.00	\$4.00	\$980.00
5)	Sidewalk, Rem	131 Syd	\$10.00	\$1,310.00	\$18.00	\$2,358.00	\$15.00	\$1,965.00	\$4.00	\$524.00
6)	Full Depth, Patch, Rem, Modified	112 Syd	\$20.00	\$2,240.00	\$25.00	\$2,800.00	\$18.00	\$2,016.00	\$11.00	\$1,232.00
7)	Pavt, Rem, Modified	125 Syd	\$20.00	\$2,500.00	\$25.00	\$3,125.00	\$18.00	\$2,250.00	\$10.00	\$1,250.00
8)	Trench Undercut and Backfill, Modified	10 Cyd	\$75.00	\$750.00	\$1.00	\$10.00	\$100.00	\$1,000.00	\$60.00	\$600.00
9)	Structures, Rem, Modified	2 Ea	\$2,700.00	\$5,400.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$300.00	\$600.00
10)	Subgrade Undercut and Refill, 21AA Limestone	19 Cyd	\$75.00	\$1,425.00	\$1.00	\$19.00	\$85.00	\$1,615.00	\$100.00	\$1,900.00
11)	Erosion Control, Inlet Protection, Fabric Drop	15 Ea	\$125.00	\$1,875.00	\$200.00	\$3,000.00	\$85.00	\$1,275.00	\$125.00	\$1,875.00
12)	Maintenance Aggregate, 21AA	39 Ton	\$40.00	\$1,560.00	\$1.00	\$39.00	\$50.00	\$1,950.00	\$75.00	\$2,925.00
13)	Misc Structure Reconstruct	8 Ft	\$300.00	\$2,400.00	\$100.00	\$800.00	\$750.00	\$6,000.00	\$100.00	\$800.00
14)	Sewer, CI IV, 12 inch, Modified	80 Ft	\$120.00	\$9,600.00	\$100.00	\$8,000.00	\$95.00	\$7,600.00	\$100.00	\$8,000.00
15)	Point-Up Dr Structure	1 Ea	\$300.00	\$300.00	\$300.00	\$300.00	\$500.00	\$500.00	\$300.00	\$300.00
16)	Dr Structure Cover, Type E	3 Ea	\$800.00	\$2,400.00	\$600.00	\$1,800.00	\$700.00	\$2,100.00	\$600.00	\$1,800.00
17)	Dr Structure Cover, Type K	6 Ea	\$800.00	\$4,800.00	\$600.00	\$3,600.00	\$900.00	\$5,400.00	\$600.00	\$3,600.00
18)	Dr Structure Cover, Type Q	3 Ea	\$800.00	\$2,400.00	\$600.00	\$1,800.00	\$700.00	\$2,100.00	\$600.00	\$1,800.00
19)	Dr Structure, 24 inch dia., Modified	3 Ea	\$3,000.00	\$9,000.00	\$3,000.00	\$9,000.00	\$5,000.00	\$15,000.00	\$6,000.00	\$18,000.00
20)	Dr Structure, 48 inch dia, Modified	3 Ea	\$4,000.00	\$12,000.00	\$4,000.00	\$12,000.00	\$7,500.00	\$22,500.00	\$9,000.00	\$27,000.00
21)	Sanitary Sewer Cover, Adj, Case 1	7 Ea	\$650.00	\$4,550.00	\$1,100.00	\$7,700.00	\$2,250.00	\$15,750.00	\$600.00	\$4,200.00
22)	Utility Structure Cover, Adj, Case 1	6 Ea	\$700.00	\$4,200.00	\$700.00	\$4,200.00	\$2,250.00	\$13,500.00	\$600.00	\$3,600.00
23)	Cold Milling HMA Surface	3844 Syd	\$4.00	\$15,376.00	\$5.00	\$19,220.00	\$6.00	\$23,064.00	\$5.50	\$21,142.00
24)	Hand Patching	12 Ton	\$350.00	\$4,200.00	\$500.00	\$6,000.00	\$250.00	\$3,000.00	\$200.00	\$2,400.00
25)	HMA Approach	62 Ton	\$175.00	\$10,850.00	\$375.00	\$23,250.00	\$180.00	\$11,160.00	\$250.00	\$15,500.00
26)	HMA, LVSP	389 Ton	\$132.00	\$51,348.00	\$140.00	\$54,460.00	\$115.00	\$44,735.00	\$130.00	\$50,570.00
27)	Curb and Gutter, Conc, Det F4	271 Ft	\$40.00	\$10,840.00	\$35.00	\$9,485.00	\$30.00	\$8,130.00	\$25.00	\$6,775.00
28)	Detectable Warning Surface	70 Ft	\$50.00	\$3,500.00	\$50.00	\$3,500.00	\$40.00	\$2,800.00	\$25.00	\$1,750.00

Tabulation of Bids Received on 5/25/2021
Oakwood Street Rehabilitation & Spring Street Railroad Track Removal
City of Ypsilanti, Washtenaw County, MI
OHM Job No.: 0094-20-0070

Gibraltar Construction Co.
2650 Van Horn Rd.
Trenton, MI 48183

Cadillac Asphalt, LLC
51777 West 12 Mile Rd
Wixom, MI 48393

Best Asphalt, Inc. ⁷
6334 N. Beverly Plaza
Romulus, MI 48174

Al's Asphalt Paving Co. ⁸
25500 Brest Rd.
Taylor, MI 48180

			Phone: (734) 234-8005		Phone: (734) 397-2050		Phone: (734) 729-9440		Phone: (734) 946-1880	
Item No.	Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
29)	Curb Ramp Opening, Conc	70 Ft		\$40.00		\$2,800.00		\$35.00		\$2,450.00
30)	Sidewalk Ramp, Conc, 6 inch	682 Sft		\$12.00		\$8,184.00		\$8.00		\$5,456.00
31)	Sidewalk, Conc, 4 inch	716 Sft		\$9.00		\$6,444.00		\$6.00		\$4,296.00
32)	Sign, Type IIIB	33 Sft		\$30.00		\$990.00		\$25.00		\$825.00
33)	Pavt Mrkg, Polyurea, 6 inch, Crosswalk	480 Ft		\$2.95		\$1,416.00		\$2.95		\$1,416.00
34)	Pavt Mrkg, Polyurea, 12 inch, Crosswalk	290 Ft		\$5.95		\$1,725.50		\$5.95		\$1,725.50
35)	Pavt Mrkg, Polyurea, 18 inch, Stop Bar	100 Ft		\$7.00		\$700.00		\$7.00		\$700.00
36)	Pavt Mrkg, Polyurea, Sharrow Symbol	6 Ea		\$180.00		\$1,080.00		\$180.00		\$1,080.00
37)	Traf Regulator Control	1 LSUM		\$5,000.00		\$5,000.00		\$5,320.50		\$5,320.50
38)	Surface Restoration, Modified	115 Syd		\$25.00		\$2,875.00		\$15.00		\$1,725.00
39)	Sign, Rem and Reset	4 Ea		\$100.00		\$400.00		\$200.00		\$800.00
40)	Permit Allowance	1 Dlr		\$1,000.00		\$1,000.00		\$1,000.00		\$1,000.00
TOTAL BID A:				<u>\$219,501.50</u> ¹		<u>\$231,300.00</u>		<u>\$259,571.00</u> ⁴		<u>\$238,001.00</u> ⁶
BID B - Spring Street Track Removal										
41)	Mobilization, Max 10%	1 LSUM		\$2,000.00		\$2,000.00		\$8,321.00		\$8,321.00
42)	Track, Rem	212 Ft		\$45.00		\$9,540.00		\$50.00		\$10,600.00
43)	Pavt, Rem, Modified	256 Syd		\$15.00		\$3,840.00		\$30.00		\$7,680.00
44)	Sidewalk, Rem	30 Syd		\$20.00		\$600.00		\$18.00		\$540.00
45)	Structures, Rem, Modified	2 Ea		\$2,700.00		\$5,400.00		\$1,500.00		\$3,000.00
46)	Curb and Gutter, Rem	160 Ft		\$10.00		\$1,600.00		\$12.00		\$1,920.00
47)	Erosion Control, Inlet Protection, Fabric Drop	2 Ea		\$200.00		\$400.00		\$200.00		\$400.00
48)	Erosion Control, Silt Fence	150 Ft		\$10.00		\$1,500.00		\$5.00		\$750.00
49)	Aggregate Base, 10 inch, Modified	278 Syd		\$25.00		\$6,950.00		\$43.00		\$11,954.00

Tabulation of Bids Received on 5/25/2021
Oakwood Street Rehabilitation & Spring Street Railroad Track Removal
City of Ypsilanti, Washtenaw County, MI
OHM Job No.: 0094-20-0070

Gibraltar Construction Co.
2650 Van Horn Rd.
Trenton, MI 48183

Cadillac Asphalt, LLC
51777 West 12 Mile Rd
Wixom, MI 48393

Best Asphalt, Inc.
6334 N. Beverly Plaza
Romulus, MI 48174

Al's Asphalt Paving Co.
25500 Brest Rd.
Taylor, MI 48180

			Phone: (734) 234-8005		Phone: (734) 397-2050		Phone: (734) 729-9440		Phone: (734) 946-1880	
Item No.	Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
50)	Aggregate Base, 6 inch, Modified	53 Syd	\$16.00	\$848.00	\$25.00	\$1,325.00	\$15.00	\$795.00	\$40.00	\$2,120.00
51)	HMA, 4E3	68 Ton	\$200.00	\$13,600.00	\$315.00	\$21,420.00	\$170.00	\$11,560.00	\$180.00	\$12,240.00
52)	HMA, 5E3	34 Ton	\$200.00	\$6,800.00	\$540.00	\$18,360.00	\$195.00	\$6,630.00	\$180.00	\$6,120.00
53)	Driveway, Nonreinf Conc, 6 inch, Mod	55 Syd	\$75.00	\$4,125.00	\$60.00	\$3,300.00	\$70.00	\$3,850.00	\$100.00	\$5,500.00
54)	Driveway Opening, Conc, Det M	30 Ft	\$50.00	\$1,500.00	\$35.00	\$1,050.00	\$40.00	\$1,200.00	\$50.00	\$1,500.00
55)	Curb and Gutter, Conc, Det F4	130 Ft	\$50.00	\$6,500.00	\$35.00	\$4,550.00	\$35.00	\$4,550.00	\$30.00	\$3,900.00
56)	Sidewalk, Conc, 6 inch	250 Sft	\$8.00	\$2,000.00	\$7.00	\$1,750.00	\$8.00	\$2,000.00	\$10.00	\$2,500.00
57)	Pavt Mrkg, Polyurea, 4 inch, White	50 Ft	\$3.70	\$185.00	\$3.70	\$185.00	\$10.00	\$500.00	\$6.00	\$300.00
58)	Pavt Mrkg, Polyurea, 4 inch, Yellow	200 Ft	\$3.70	\$740.00	\$3.70	\$740.00	\$10.00	\$2,000.00	\$5.00	\$1,000.00
59)	Surface Restoration, Modified	37 Syd	\$30.00	\$1,110.00	\$15.00	\$555.00	\$40.00	\$1,480.00	\$20.00	\$740.00
TOTAL BID B:				<u>\$69,238.00</u>	<u>\$98,400.00</u>		<u>\$85,095.00</u>		<u>\$66,610.00</u> ⁶	
TOTAL BID AMOUNT (BID A + BID B):				<u>\$288,739.50</u> ²	<u>\$329,700.00</u>		<u>\$344,666.00</u> ⁵		<u>\$304,611.00</u> ⁶	

CORRECTIONS

- ¹ Amount adjusted to reflect bidder's summation error
- ² Total adjusted to reflect bidder's above error
- ³ Amount adjusted to reflect bidder's multiplication error
- ⁴ Total adjusted to reflect bidder's above error
- ⁵ Total adjusted to reflect bidder's above error
- ⁶ Bidder did not use correct updated bid form from Addendum No. 1
- ⁷ Non-responsive Bidder. Did not provide signed Iran Linked Business Certification
- ⁸ Non-responsive Bidder. Did not acknowledge receipt of Addendum No. 1 on Bid form

**CONTRACT DOCUMENTS
FOR OAKWOOD
STREET REHABILITATION
& SPRING STREET
RAILROAD TRACK REMOVAL**

**CITY OF YPSILANTI
YPSILANTI, MI 48197**

**OHM Advisors
Consulting Engineers**
34000 Plymouth Road
Livonia, Michigan 48150
0094-20-0071
May 10, 2021

Oakwood Street Rehabilitation & Spring Street Railroad Track Removal

City of Ypsilanti

0094-20-0071

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ADVERTISEMENT FOR BID

Oakwood Street Rehabilitation & Spring Street Railroad Track Removal
City of Ypsilanti
May 10, 2021

Sealed Bids for Oakwood Street Rehabilitation & Spring Street Railroad Track Removal will be received at the office of the City of Ypsilanti until 2:00 pm local time, on May 25, 2021, by the office of the Clerk located at 1 S Huron St, Ypsilanti, MI 48197. The major items of work involved are as follows:

Pavement rehabilitation by mill and overlay and at-grade track removal.

Bidding Documents may be obtained after May 10, 2021 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 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 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, milling existing asphalt pavement, overlay with HMA, railroad track removal/pavement restoration, 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 July 5, 2021. The CONTRACTOR shall complete the proposed work, including final tests thereof, in order to have the 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	June 1, 2021
Construction Start Date	July 5, 2021
Substantial Completion	October 4, 2021
Project Completion.....	October 25, 2021

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.

B. Iran Linked Business Certification (Must be Submitted with Bid)

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.

See Bidding Requirements for certification form and information related to the Iran Linked Business Certification.

C. 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 ensure 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.

D. 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.

E. 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): _____

Date of Application: _____

Person Responsible for Acquiring the Permit: Contractor

Date Permit issued if already in hand: _____

b. Permitting Agency: Washtenaw County Soil Erosion Permit

Contact at Agency: Katie Lee

Phone number: _____

Permit Fee: TBD

Bond Amount (if applicable): TBD

Date of Application: May 6, 2021

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.

F. Pre-bid Meeting

No pre-bid meeting is scheduled for this project.

G. 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.

H. The project pay items and specifications follow the 2012 Michigan Department of Transportation Standard Specifications for Construction with as needed special provisions.

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

Oakwood Street Rehabilitation & Spring Street Railroad Track Removal City of Ypsilanti

THIS BID IS SUBMITTED TO:

City of Ypsilanti
1 S Huron St
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) which have been identified in the Supplemental Instructions to Bidders, and (2) reports and drawings of a hazardous environmental condition, if any, which 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 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 Bidder, including applying the specific means, methods, techniques, sequences,

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0094-20-0071

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
Oakwood Street Rehabilitation & Spring Street Railroad Track Removal
City of Ypsilanti, Washtenaw County, State of Michigan
OHM Job Number: 0094-20-0070

Item	Description	Estimated Quantity	Unit Price	Amount
<u>BID A - Oakwood Pavement Rehabilitation</u>				
1	Mobilization, Max 5%	1 LSUM	\$ _____	\$ _____
2	Dr Structure, Rem	4 Ea	\$ _____	\$ _____
3	Sewer, Rem, Less than 24 inch	20 Ft	\$ _____	\$ _____
4	Curb and Gutter, Rem	413 Ft	\$ _____	\$ _____
5	Sidewalk, Rem	131 Syd	\$ _____	\$ _____
6	Full Depth, Patch, Rem, Modified	112 Syd	\$ _____	\$ _____
7	Pavt, Rem, Modified	211 Syd	\$ _____	\$ _____
8	Trench Undercut and Backfill, Modified	8 Cyd	\$ _____	\$ _____
9	Structures, Rem, Modified	2 Ea	\$ _____	\$ _____
10	Subgrade Undercut and Refill, 21AA Limestone	19 Cyd	\$ _____	\$ _____
11	Erosion Control, Inlet Protection, Fabric Drop	15 Ea	\$ _____	\$ _____
12	Maintenance Aggregate, 21AA	39 Ton	\$ _____	\$ _____
13	Misc Structure Reconstruct	5 Ft	\$ _____	\$ _____
14	Sewer, Cl IV, 12 inch, Modified	78 Ft	\$ _____	\$ _____
15	Point-Up Dr Structure	1 Ea	\$ _____	\$ _____
16	Dr Structure Cover, Type K	6 Ea	\$ _____	\$ _____
17	Dr Structure Cover, Type Q	4 Ea	\$ _____	\$ _____
18	Dr Structure Cover, Modified	1 Ea	\$ _____	\$ _____
19	Dr Structure, 48 inch dia, Modified	3 Ea	\$ _____	\$ _____
20	Sanitary Sewer Cover, Adj, Case 1	6 Ea	\$ _____	\$ _____
21	Cold Milling HMA Surface	3844 Syd	\$ _____	\$ _____
22	Hand Patching	12 Ton	\$ _____	\$ _____
23	HMA Approach	89 Ton	\$ _____	\$ _____
24	HMA, LVSP	777 Ton	\$ _____	\$ _____
25	Curb and Gutter, Conc, Det F4	271 Ft	\$ _____	\$ _____
26	Detectable Warning Surface	10 Ft	\$ _____	\$ _____
27	Curb Ramp Opening, Conc	10 Ft	\$ _____	\$ _____
28	Sidewalk Ramp, Conc, 6 inch	682 Sft	\$ _____	\$ _____
29	Sidewalk, Conc, 4 inch	716 Sft	\$ _____	\$ _____
30	Sign, Type IIIB	33 Sft	\$ _____	\$ _____
31	Pavt Mrkg, Polyurea, 6 inch, Crosswalk	480 Ft	\$ _____	\$ _____

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0094-20-0070

BID FORM for
Oakwood Street Rehabilitation & Spring Street Railroad Track Removal
City of Ypsilanti, Washtenaw County, State of Michigan
OHM Job Number: 0094-20-0070

Item	Description	Estimated Quantity	Unit Price	Amount
32	Pavt Mrkg, Polyurea, 12 inch, Crosswalk	290 Ft	\$ _____	\$ _____
33	Pavt Mrkg, Polyurea, 18 inch, Stop Bar	100 Ft	\$ _____	\$ _____
34	Pavt Mrkg, Polyurea, Sharrow Symbol	6 Ea	\$ _____	\$ _____
35	Traf Regulator Control	1 LSUM	\$ _____	\$ _____
36	Surface Restoration, Modified	115 Syd	\$ _____	\$ _____
37	Sign, Rem and Reset	4 Ea	\$ _____	\$ _____
38	Permit Allowance	1 Dlr	\$ 1,000.00	\$ 1,000.00

SUBTOTAL BID A (Items 1-38): \$ _____

BID B - Spring Street Track Removal

39	Mobilization, Max 5%	1 LSUM	\$ _____	\$ _____
40	Track, Rem	212 Ft	\$ _____	\$ _____
41	Pavt, Rem, Modified	256 Syd	\$ _____	\$ _____
42	Structures, Rem, Modified	2 Ea	\$ _____	\$ _____
43	Erosion Control, Inlet Protection, Fabric Drop	2 Ea	\$ _____	\$ _____
44	Erosion Control, Silt Fence	150 Ft	\$ _____	\$ _____
45	Aggregate Base, 10 inch, Modified	278 Syd	\$ _____	\$ _____
46	Aggregate Base, 6 inch, Modified	53 Syd	\$ _____	\$ _____
47	HMA, 4E3	135 Ton	\$ _____	\$ _____
48	HMA, 5E3	68 Ton	\$ _____	\$ _____
49	Driveway, Nonreinf Conc, 6 inch, Mod	55 Syd	\$ _____	\$ _____
50	Driveway Opening, Conc, Det M	30 Ft	\$ _____	\$ _____
51	Sidewalk, Conc, 6 inch	250 Sft	\$ _____	\$ _____
52	Pavt Mrkg, Polyurea, 4 inch, White	50 Ft	\$ _____	\$ _____
53	Pavt Mrkg, Polyurea, 4 inch, Yellow	200 Ft	\$ _____	\$ _____
54	Surface Restoration, Modified	37 Syd	\$ _____	\$ _____

SUBTOTAL BID B (Items 39-54): \$ _____

Total Bid Amount (ITEM 1-54 incl.): \$ _____

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0094-20-0070

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 4, 2021, and completed and ready for final payment in accordance with the General Conditions on or before October 25, 2021.

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.: _____

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 S Huron St

Ypsilanti, MI 48197

BID

BID DUE DATE: May 25, 2021

PROJECT (Brief Description Including Location):

Pavement rehabilitation by mill and overlay and at-grade track removal.

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:

Pavement rehabilitation by mill and overlay and at-grade track removal.

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:

Oakwood Street Rehabilitation & Spring Street Railroad Track Removal

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 4, 2021, and completed and ready for final payment on or before October 25, 2021.

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 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 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;
9. Drawings consisting of a cover sheet and sheets numbered 1 through 13, inclusive, with each sheet (excluding standard details) bearing the following general title: Oakwood Street Rehabilitation & Spring Street Railroad Track Removal;
10. Addenda (numbers ____ to ____, inclusive);
11. Exhibits to the Agreement (enumerated as follows):
 - a. Documentation submitted by CONTRACTOR prior to Notice of Award (pages ____ to ____, inclusive);
 - b. _____
12. 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:

By: _____
(CORPORATE SEAL)

By: _____
(CORPORATE SEAL)

Attest _____

Attest _____

Address for giving notices: _____

Address for giving notices: _____

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 S Huron St
Ypsilanti, MI 48197

CONTRACT

Date:

Amount:

Description: Oakwood Street Rehabilitation & Spring Street Railroad Track Removal
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 S Huron St
Ypsilanti, MI 48197

CONTRACT

Date:

Amount:

Description: Oakwood Street Rehabilitation & Spring Street Railroad Track Removal
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 _____ (contractor name), as Principal, and _____, as Surety, are held and firmly bound unto the City of Ypsilanti, 1 S Huron St, 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: Oakwood Street Rehabilitation & Spring Street Railroad Track Removal, OHM JOB NO. 0094-20-0071.

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 Oakwood Street Rehabilitation & Spring Street Railroad Track Removal 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:

Oakwood Street Rehabilitation & Spring Street Railroad Track Removal

OHM Job Number:

0094-20-0071

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 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 Trusteeships, 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. Shrubby 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

SUPPLEMENTAL SPECIFICATIONS

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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 or Barry Gates at (734) 717-2585.

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 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.”

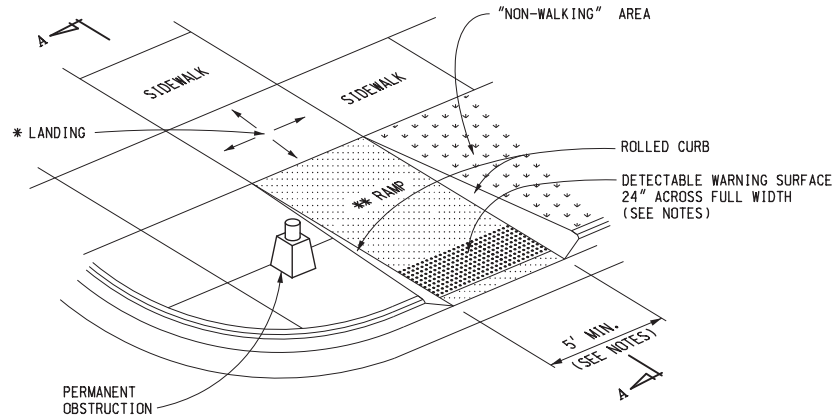
Page GS-6, item 20, Water, the third paragraph should read: Existing public water systems shall be operated by the CONTRACTOR. All valves shall be operated exclusively by the CONTRACTOR’s personnel.

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.

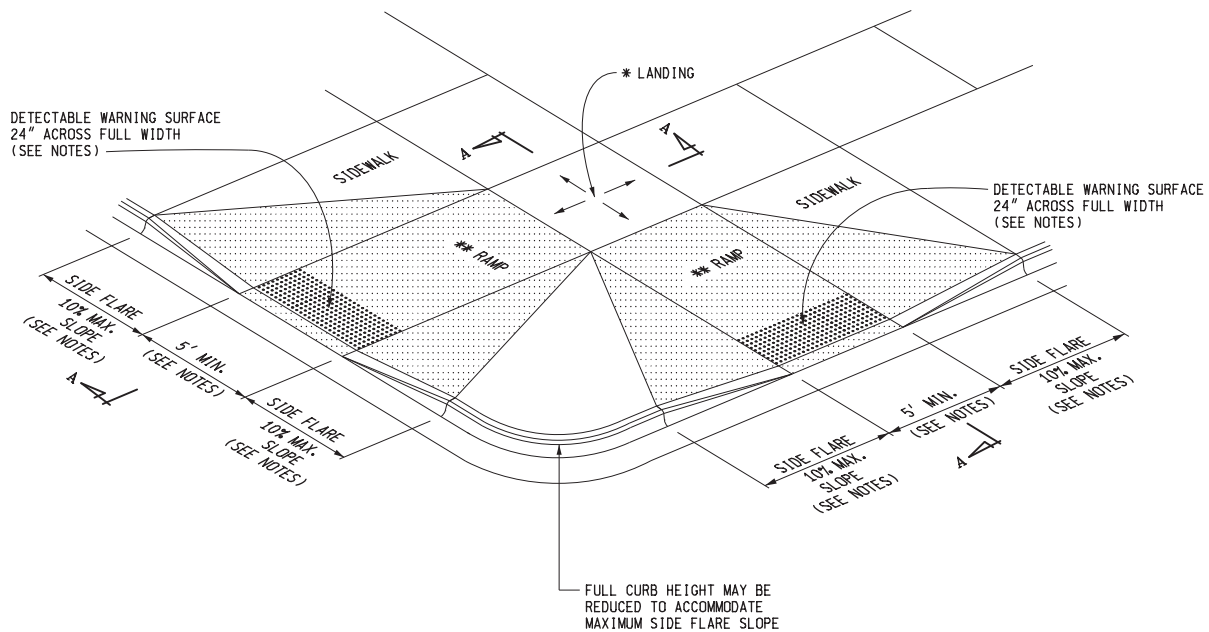
Appendix A:
MDOT Standard Plan R-28-J

* 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

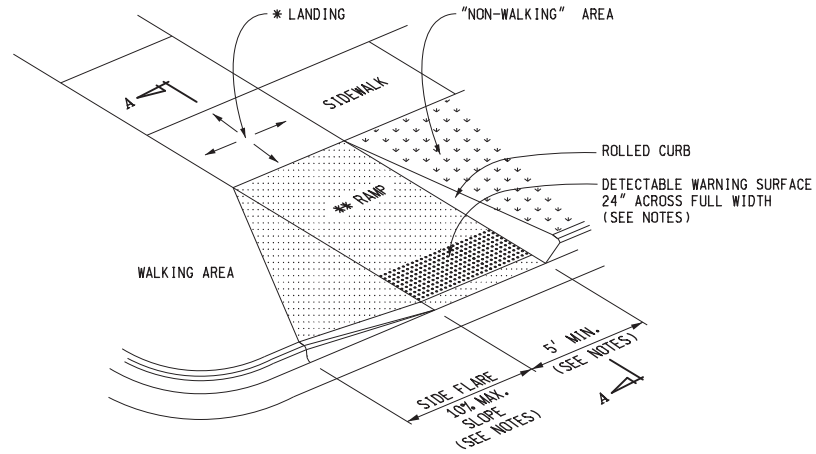
3-15-2016
PLAN DATE

R-28-J

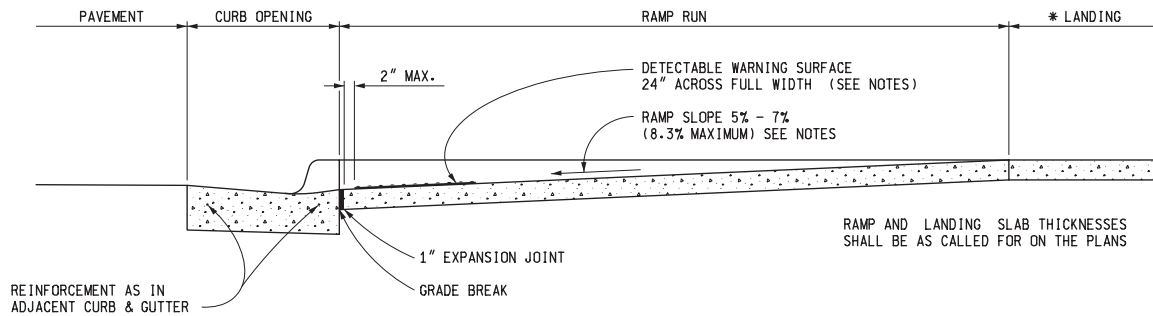
SHEET
1 OF 7

* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

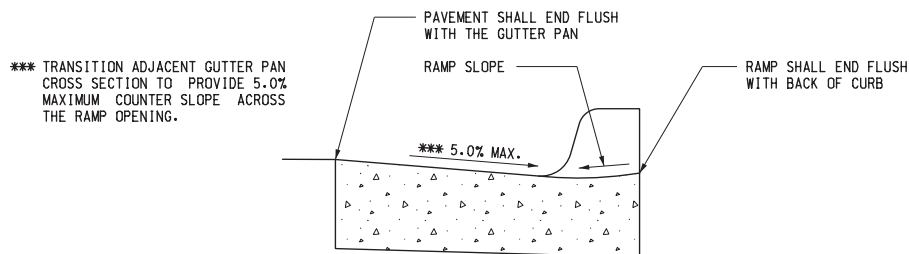
** MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



SIDEWALK RAMP TYPE RF
(ROLLED / FLARED SIDES)



SECTION A-A



SECTION THROUGH CURB OPENING
(TYPICAL ALL RAMP TYPES)

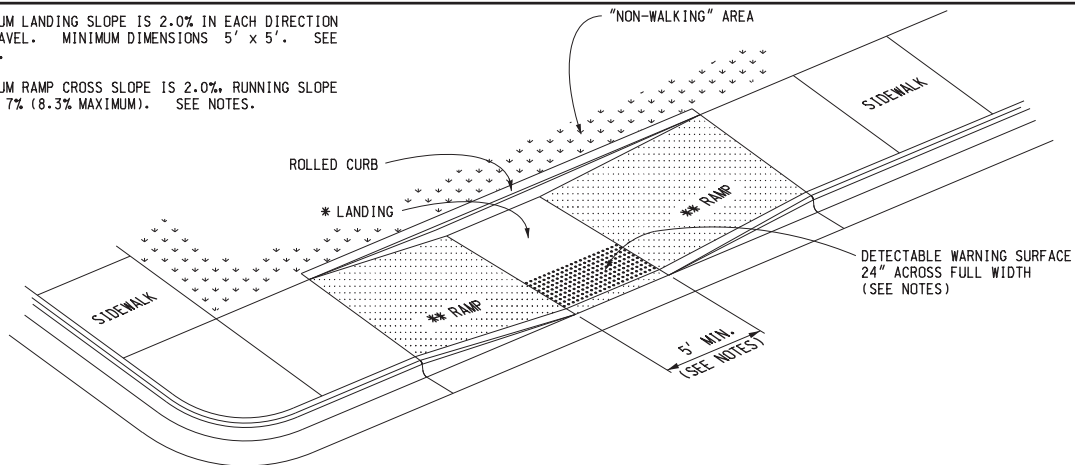
MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

**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.

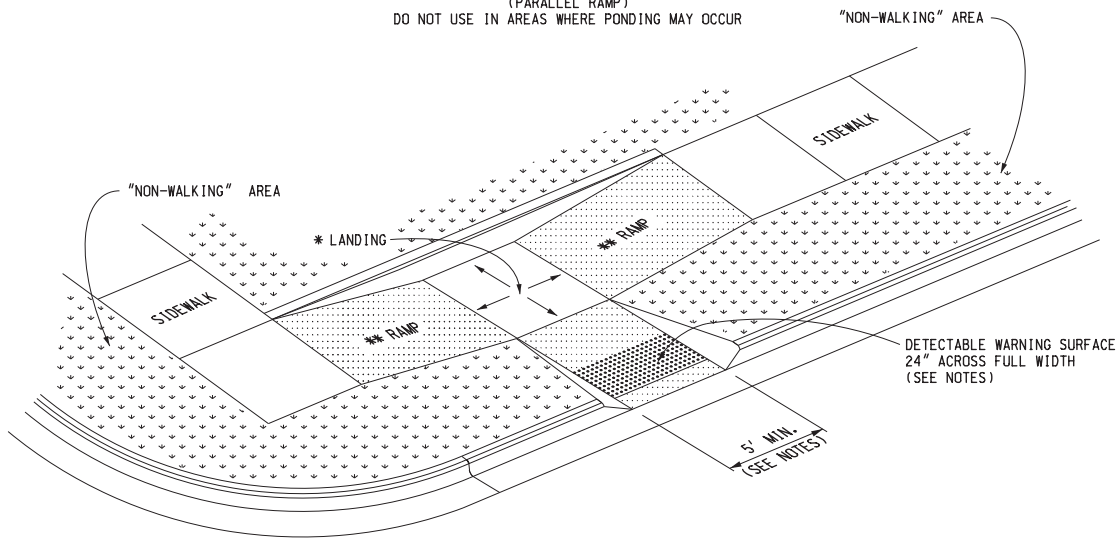
** MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



SIDEWALK RAMP TYPE P

(PARALLEL RAMP)

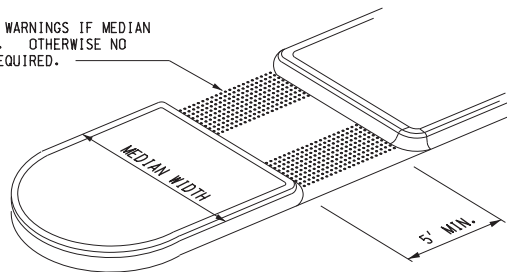
DO NOT USE IN AREAS WHERE PONDING MAY OCCUR



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)

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

SIDEWALK RAMP AND DETECTABLE WARNING DETAILS

F.H.W.A. APPROVAL

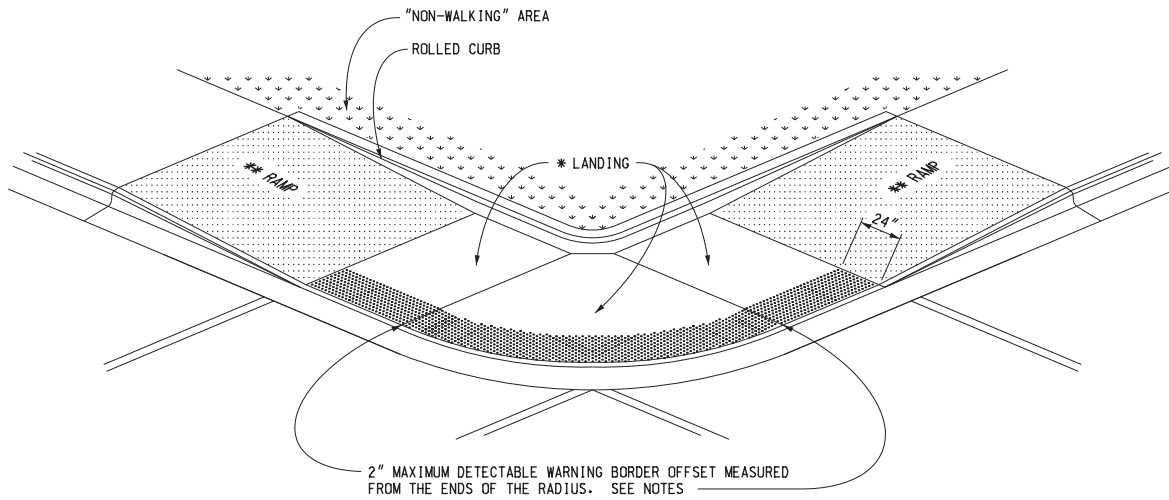
3-15-2016
PLAN DATE

R-28-J

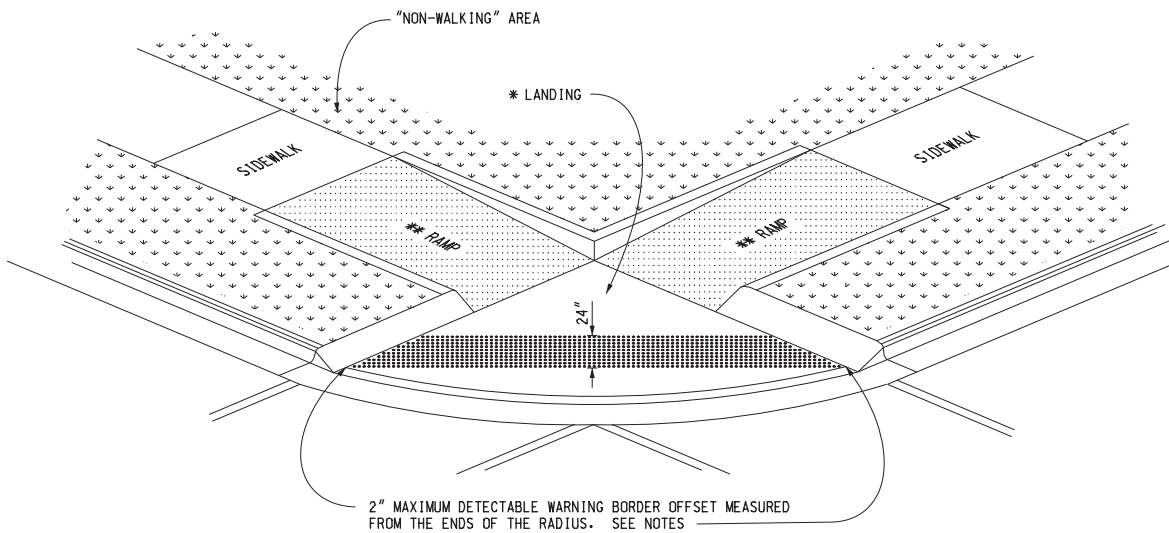
SHEET
3 OF 7

* 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

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

SIDEWALK RAMP AND DETECTABLE WARNING DETAILS

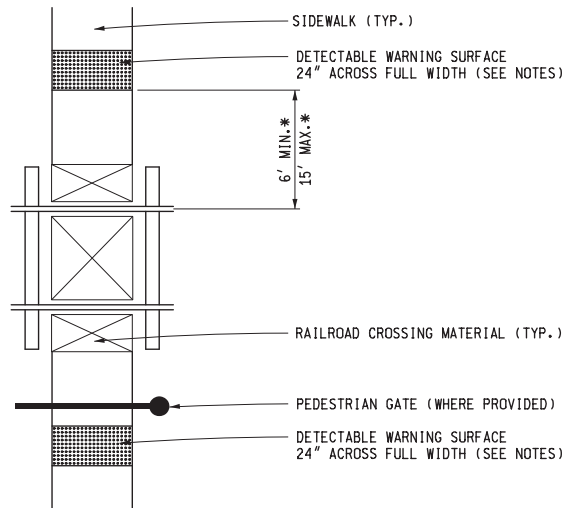
F.H.W.A. APPROVAL

3-15-2016
PLAN DATE

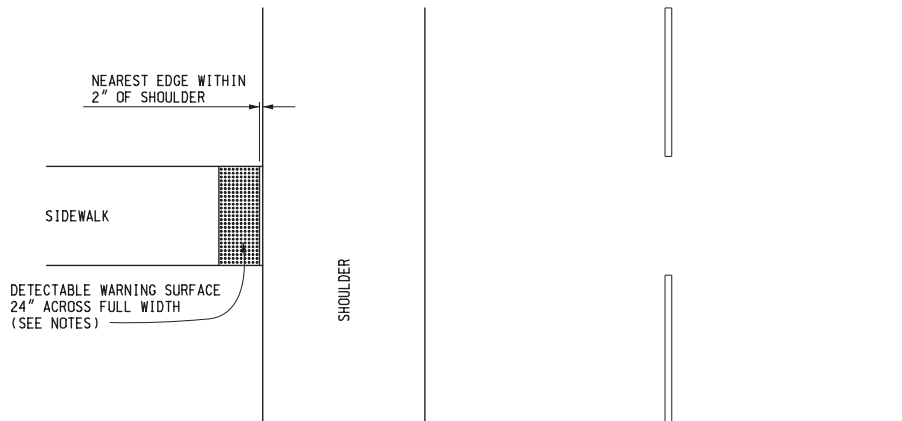
R-28-J

SHEET
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.

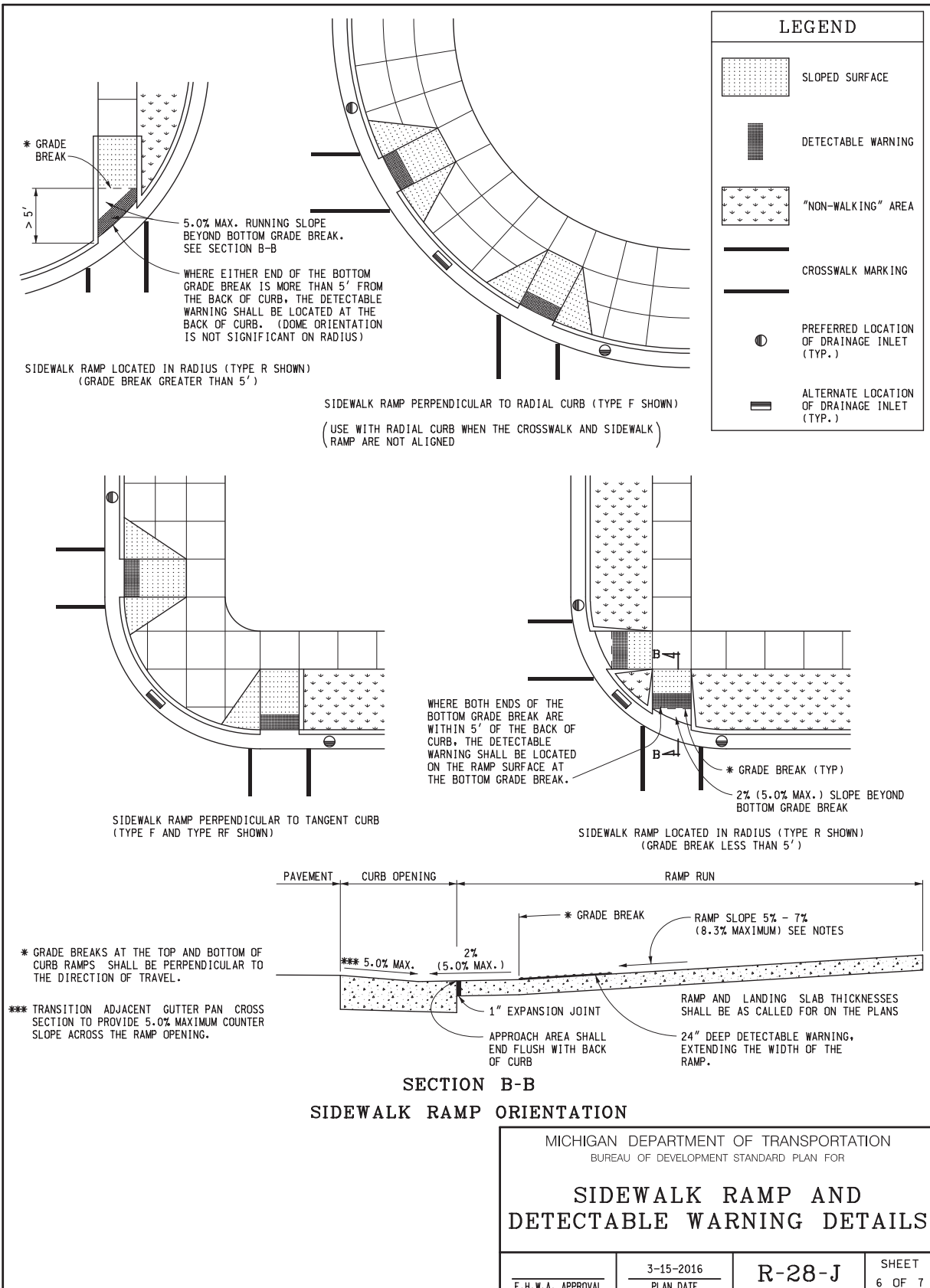


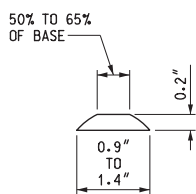
DETECTABLE WARNING AT RAILROAD CROSSING



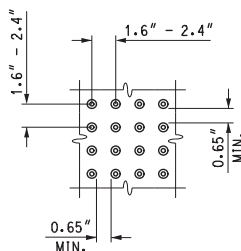
DETECTABLE WARNING AT FLUSH SHOULDER OR ROADWAY

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

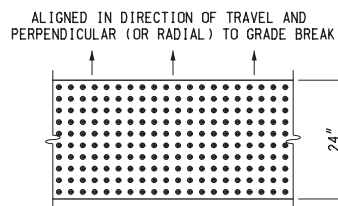




DOME SECTION



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
PLAN DATE

R-28-J

SHEET
7 OF 7

Appendix B:
City of Ypsilanti
Special Provisions

CITY OF YPSILANTI
LOG OF PROJECT
OAKWOOD STREET PAVING IMPROVEMENTS

OHM:RCMJ

1 of 3

4/18/2021

DESCRIPTION OF WORK

The project consists of pavement rehabilitation.

REHABILITATION PROJECT

STREET				TYPE OF WORK	PROP. PAVT THICKNES S	START STA.	END STA.	DRIVE LANE WIDTH	PARKING LANE WIDTH
#	NAME	FROM	TO						
1	Oakwood Street	Congress St	Sherman St	Mill and Fill	2.0"	0+00	10+00	11 ft	10 ft

DEFINITIONS

"Mill & Fill" involves full width 2.0" deep cold milling, full depth pavement patch repairs, and pavement striping.

Traffic shall be maintained throughout the project as provided in the details and Special Provision for Maintaining Traffic.

A "Minor Road" is defined as a side street which terminates or originates at a collector road. This designation affects the limits of work in terms the rehabilitation of the side street approaches and POB and POE approaches. The thickness of the existing pavement is not a determining factor as to whether the street is called a major or minor road. Refer to Special Detail "Work Limits for Residential Streets & Driveway Approaches".

GENERAL PLAN NOTES

The improvements in this proposal shall be done in accordance with City of Ypsilanti Engineering Standards, the Michigan Department of Transportation 2012 Specifications, Supplemental Specifications, and Special Provisions packaged herein.

UNDERGROUND UTILITIES

For the protection of underground utilities and in conformance with Public Act 53, 1974, the contractor shall call Miss Dig (1-800-482-7171) a minimum of three full working days, excluding Saturdays, Sundays, and Holidays prior to beginning each excavation in areas where public utilities have not been previously located. Miss Dig members will thus be routinely notified. This does not relieve the contractor of the responsibility of notifying utility owners who may not be a part of the "MISS DIG" alert system.

EXISTING UNDERGROUND UTILITIES

The contractor will be responsible for any damage to existing water mains and/or existing sanitary sewer due to the contractor's negligence during the construction of this project.

UNSEEN UNDERGROUND STRUCTURES

During the milling of pavement and pavement repair removal operations, existing drainage, sanitary structures or water main structures may be encountered that have been left below the existing pavement on previous overlay projects. These structure covers shall be adjusted to the proposed finished grade using the pay items provided in the miscellaneous estimates as directed by the Engineer. If an unseen (i.e. buried below the existing pavement due to previous overlay projects) structure casting is damaged in the milling or pavement removal process, the casting will be replaced and paid for separately, as directed by the Engineer. Adjustments will only be paid for once, regardless of the number of adjustments required.

SANITARY SEWER OR GATE WELL COVER

New sanitary sewer or gate well cover(s) may be required, as directed by the Engineer. The City will furnish the frame and covers as needed.

ADJUSTING STRUCTURES

Adjusting structure covers (drainage, sanitary and water main) shall be done in accordance with Section 403.03 of the 2012 Michigan Department of Transportation Standard Specifications for Construction. Final adjustment of structures shall be made after the placement of the HMA. All structures covers shall be reused unless the existing cover is unsalvageable, as directed by the Engineer. Adjusting sanitary structures and adjusting gate well structures shall also be done in accordance to the included Special Provisions.

STATIONING

Stationing on this project is described independently on each street. Stationing was measured and painted on the pavement and is not necessarily exact or accurate. Stationing is shown for quantitative and general locating purposes only.

PAVEMENT MARKINGS

All markings, shapes and dimensions shall conform to MDOT pavement markings typicals PAVE-900 to PAVE-990 series unless specified otherwise by special provision.

ADJUSTING MONUMENT BOXES

It is the intent that all government corners on this project be preserved and that, where necessary, monument boxes be adjusted, whether shown or not.

NOTES APPLYING TO STANDARD PLANS

Where the following items are called for on the plan sheets, they are to be constructed according to the Michigan Department of Transportation Standard Plan given below opposite each item unless otherwise indicated.

<u>STD PLAN #</u>	<u>TITLE</u>
<u>R-1-G*</u>	Drainage Structures
<u>R-2-D</u>	Manhole Base Type 1
<u>R-7-F</u>	Cover B
<u>R-15-F</u>	Cover K
<u>R-18-F</u>	Cover Q
<u>R-28-J*</u>	Sidewalk Ramp and Detectable Warning Details
<u>R-29-I</u>	Driveway Openings & Approaches, and Concrete Sidewalk
<u>R-30-G</u>	Concrete Curb and Concrete Curb & Gutter
<u>R-44-F</u>	Concrete Pavement Repair
<u>R-83-C</u>	Utility Trenches
<u>R-96-E</u>	Soil Erosion and Sedimentation Control Measures
<u>R-100-H</u>	Seeding and Tree Planting
<u>WZD-125-E</u>	Temporary Traffic Control Devices

* - Indicates MDOT Special Detail



Test Hole Log: 1

Project Name: Oakwood Rehab and Track Removal

Project NO: 0094.20.0070

Location: Ypsilanti, Mi

Client: City of Ypsilanti

Date: 12/3/2020 1:56:00 PM

By: K. Krizanich / R. Miller

Probe/Core: 1

Street: Oakwood

Address: 5

Station: _____

Offset: 7 feet from CL

Lane: NB

Lat / Long: 42.241095 / -83.628904

Location Map



1 inch equals 500 feet (Esri Roads Basemap)

Core Photo



PAVEMENT AND

SUBSURFACE CONDITIONS (all measurements are in inches)

From	To	Layer Thickness	Description	Comment
0	5.5	5.5	Asphalt	
5.5	12	6.5	Concrete	
12	42	30	Brown sandy clay	
42	48	6	Grey clay	

Depth to Groundwater from Ground Surface upon completion: _____

Recommendations:



Test Hole Log: 2

Project Name: Oakwood Rehab and Track Removal

Project NO: 0094.20.0070

Location: Ypsilanti, Mi

Client: City of Ypsilanti

Date: 12/3/2020 2:16:00 PM

By: K. Krizanich / R. Miller

Probe/Core: 2

Street: Oakwood

Address: 7

Station: _____

Offset: 6 feet from CL

Lane: SB

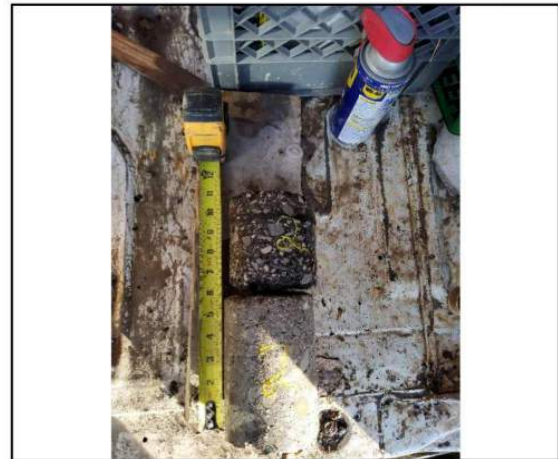
Lat / Long: 42.241553 / -83.628973

Location Map



1 inch equals 500 feet (Esri Roads Basemap)

Core Photo



PAVEMENT AND

SUBSURFACE CONDITIONS (all measurements are in inches)

From	To	Layer Thickness	Description	Comment
0	4	4	Asphalt	
4	10	6	Concrete	
10	48	38	Grey clay	

Depth to Groundwater from Ground Surface upon completion: _____

Recommendations:

Test Hole Log: 3

Project Name: Oakwood Rehab and Track Removal

Project NO: 0094.20.0070

Location: Ypsilanti, Mi

Client: City of Ypsilanti

Date: 12/3/2020 2:35:00 PM

By: K. Krizanich / R. Miller

Probe/Core: 3

Street: Oakwood

Address: 89

Station: _____

Offset: 10 feet from CL

Lane: SB

Lat / Long: 42.242069 / -83.628995

Location Map



1 inch equals 500 feet (Esri Roads Basemap)

Core Photo



PAVEMENT AND

SUBSURFACE CONDITIONS (all measurements are in inches)

From	To	Layer Thickness	Description	Comment
0	8	8	Asphalt	
8	12	4	21AA	
12	48	36	Brown clay sand	

Depth to Groundwater from Ground Surface upon completion: _____

Recommendations:

Test Hole Log: 4

Project Name: Oakwood Rehab and Track Removal

Project NO: 0094.20.0070

Location: Ypsilanti, Mi

Client: City of Ypsilanti

Date: 12/3/2020 2:56:00 PM

By: K. Krizanich / R. Miller

Probe/Core: 4

Street: Oakwood

Address: 98

Station: _____

Offset: 9 feet from CL

Lane: NB

Lat / Long: 42.242573 / -83.62892

Location Map



1 inch equals 500 feet (Esri Roads Basemap)

Core Photo



PAVEMENT AND

SUBSURFACE CONDITIONS (all measurements are in inches)

From	To	Layer Thickness	Description	Comment
0	6	6	Asphalt	
6	12	6	21AA	
12	48	36	Brown sandy clay	

Depth to Groundwater from Ground Surface upon completion: _____

Recommendations:

Test Hole Log: 5

Project Name: Oakwood Rehab and Track Removal

Project NO: 0094.20.0070

Location: Ypsilanti, Mi

Client: City of Ypsilanti

Date: 12/3/2020 3:18:00 PM

By: K. Krizanich / R. Miller

Probe/Core: 5

Street: Oakwood

Address: 104

Station: _____

Offset: 6 feet from CL

Lane: NB

Lat / Long: 42.242927 / -83.628939

Location Map



1 inch equals 500 feet (Esri Roads Basemap)

Core Photo



PAVEMENT AND

SUBSURFACE CONDITIONS (all measurements are in inches)

From	To	Layer Thickness	Description	Comment
0	7.5	7.5	Asphalt	
7.5	13.5	6	21AA	
13.5	48	34.5	Brown sandy clay	

Depth to Groundwater from Ground Surface upon completion: _____

Recommendations:



Test Hole Log: 6

Project Name: Oakwood Rehab and Track Removal

Project NO: 0094.20.0070

Location: Ypsilanti, Mi

Client: City of Ypsilanti

Date: 12/3/2020 3:33:00 PM

By: K. Krizanich / R. Miller

Probe/Core: 6

Street: Oakwood

Address: 115

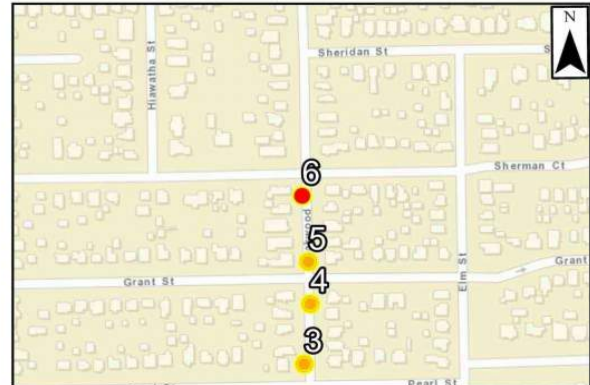
Station: _____

Offset: 7 feet from CL

Lane: SB

Lat / Long: 42.243481 / -83.629002

Location Map



1 inch equals 500 feet (Esri Roads Basemap)

Core Photo



PAVEMENT AND

SUBSURFACE CONDITIONS (all measurements are in inches)

From	To	Layer Thickness	Description	Comment
0	7.25	7.25	Asphalt	
7.25	11.25	4	21AA	
11.25	48	36.75	Brown clay sand	

Depth to Groundwater from Ground Surface upon completion: _____

Recommendations:



CITY OF YPSILANTI
SPECIAL PROVISION
FOR
MAINTAINING TRAFFIC

OHM:RCMJ

1 of 3

4/18/2021

a. Description. Traffic shall be maintained by the Contractor throughout the project in accordance to Sections 104.11 and 812 of the 2012 Standard Specifications for Construction, the 2011 Michigan Manual of Uniform Traffic Control Devices, and any supplemental specifications in this proposal.

The Contractor shall notify the Engineer and City of Ypsilanti a minimum of 72 business hours prior to the implementation of any detours, road closures, or lane closures or major traffic shifts.

The Contractor shall coordinate his operations with Contractors performing work on other projects within or adjacent to the Construction Influence Area (CIA) or adjoining areas to avoid conflicts in the maintenance of traffic, construction signing, and to provide for the orderly progress of contract work.

City of Ypsilanti maintenance crews and/or Contract Maintenance Agencies may perform maintenance work within or adjacent to the Construction Influence Area (CIA). The City and/or Contract Maintenance Agency will coordinate their operations with the Engineer to minimize the interference to the Contractor. No additional payment will be made to the Contractor for the joint use of the traffic control items.

1. Construction Influence Area (CIA). The CIA shall include the area within the right-of-way of Oakwood Street from Congress St to Sherman St, and Spring Street right-of-way. The C.I.A. shall also include the area within the right-of-way of all intersecting streets in accordance with the plans.
2. Traffic Restrictions. During the course of construction, the Contractor shall accommodate both local vehicular and pedestrian traffic along the roads. Provisions shall be made to maintain access for emergency vehicles, school buses and waste collection vehicles at all times. Where possible and when directed by the Engineer, all streets must be left open to traffic when not working on the project (i.e. weekends, holidays, nights) except for the area under reconstruction or unless authorized by the Engineer.

Pedestrian access shall be maintained on at least one side of street at all times.

Traffic will be allowed to travel on the milled surface. Millings will need to be used on Oakwood St to allow access to driveways after milling operation, but before placement of leveling course. Placement of leveling course shall be within two (2) calendar days of milling operation. The use of millings to maintain driveway access shall be considered as incidental to the project and no additional payment will be made.

The minimum traveled lane width shall be 10 feet on all portions of the roadway, which are open to traffic during construction.

All lane closures shall originate and continue through the same side of the roadway. No conflicting lane closures shall be permitted. The Contractor shall not be permitted to switch from the right lane to the left lane and vice-versa.

Driveway access shall be closed with prior contractor notification to the property owner for the paving, curbing and driveway operations.

b. Materials.

1. Traffic Control Devices. All traffic control devices and their usage shall conform to the Michigan Manual of Uniform Traffic Control Devices (MMUTCD), 2011 edition as revised, and as specified herein.

The Contractor shall place W21-4 signs (ROAD WORK AHEAD) on all crossroads within the project limits during construction as detailed on the construction signing plans.

Temporary warning, regulatory and guide signs not required for a particular work operation, shall be removed, completely covered, or laid down with the legs off, as directed by the Engineer.

Payment for all equipment, labor, materials and traffic control materials required to cover temporary signs and barrels shall be considered to be included in the cost of the traffic control.

When signs for this project are to be covered, they shall be covered in accordance with Section 812.03 of the 2012 Standard Specifications for Construction and applicable details therein except as noted above.

Temporary signs that are to remain in place for 30 days or more shall be installed on permanent post mounts as directed by the Engineer. All other signs may be installed on portable supports.

All traffic control devices moved to facilitate to Contractors operation shall be replaced at the end of the workday. The Contractor shall routinely maintain the traffic control devices including, but not limited to proper placement, weighted with sandbags, replacement of lights and replacing damaged devices. The Contractor shall be responsible for protecting the work area and shall supply the necessary traffic control devices apart from those called for on the plans to delineate the work area from adjacent property. The location for storage of materials and equipment shall be as approved by the Engineer.

2. All diamond-shaped warning signs shall be 48 inch x 48 inch mounted at a 7 foot minimum bottom height unless otherwise specified in the typicals.
3. Traffic Control shall be in accordance with the following MDOT typicals:

G20 series, Injure Kill, Double Fines advance signing treatment on an undivided roadway – M0040

Taper, Buffer, and TCD Spacing Charts (M0020a)

Ground Driven Sign Supports for Temporary Signs (WZD100-A)

Typical Temporary Traffic Control for a one-lane closure on a divided roadway, no speed reduction. (M0730a)

MDOT WORK ZONE TRAFFIC CONTROL TYPICAL 124-NFW-2(R&L)LC-SHIFT

MDOT WORK ZONE TRAFFIC CONTROL TYPICAL 125-NFW-2LC-(IN)

MDOT WORK ZONE TRAFFIC CONTROL TYPICAL 101-GEN-SPACING-CHARTS

DISTANCE BETWEEN TRAFFIC SIGNS, "D"

"D" DISTANCES	POSTED SPEED LIMIT, MPH (PRIOR TO WORK AREA)										
	25	30	35	40	45	50	55	60	65	70	75
D (FEET)	250	300	350	400	450	500	550	600	650	700	750

GUIDELINES FOR LENGTH OF LONGITUDINAL BUFFER SPACE, "B"

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

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

MINIMUM MERGING TAPER LENGTH, "L" (FEET)

OFFSET (FEET)	POSTED SPEED LIMIT, MPH (PRIOR TO WORK AREA)										
	25	30	35	40	45	50	55	60	65	70	75
1	11	15	21	27	45	50	55	60	65	70	75
2	21	30	41	54	90	100	110	120	130	140	150
3	32	45	62	80	135	150	165	180	195	210	225
4	42	60	82	107	180	200	220	240	260	280	300
5	53	75	103	134	225	250	275	300	325	350	375
6	63	90	123	160	270	300	330	360	390	420	450
7	73	105	143	187	315	350	385	420	455	490	525
8	84	120	164	214	360	400	440	480	520	560	600
9	94	135	184	240	405	450	495	540	585	630	675
10	105	150	205	267	450	500	550	600	650	700	750
11	115	165	225	294	495	550	605	660	715	770	825
12	125	180	245	320	540	600	660	720	780	840	900
13	136	195	266	347	585	650	715	780	845	910	975
14	146	210	286	374	630	700	770	840	910	980	1050
15	157	225	307	400	675	750	825	900	975	1050	1125

NOT TO SCALE

	NOT TO SCALE	WORK ZONE TRAFFIC CONTROL TYPICAL	TYPICAL NUMBERING KEY, "B", "D" AND "L" TABLES CHANNELIZING DEVICE SPACING, SIGN BORDER KEY, AND ROLL-AHEAD SPACING	DATE: NOV 2020
		NO: 101-GEN-SPACING-CHARTS		SHEET: 1 OF 3

FILE: 101-GEN-SPACING-CHARTS.dgn

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

"L" = $\frac{W \times S^2}{60}$ WHERE POSTED SPEED PRIOR TO THE WORK AREA IS 40 MPH OR LESS

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

L = MINIMUM LENGTH OF MERGING TAPER
S = POSTED SPEED LIMIT IN MPH PRIOR TO WORK AREA
W = WIDTH OF OFFSET

TYPES OF TAPERS

UPSTREAM TAPERS

MERGING TAPER
SHIFTING TAPER
SHOULDER TAPER
2 TO 1 LANE ROAD TAPER

TAPER LENGTH

L - MINIMUM
1/2 L - MINIMUM
1/3 L - MINIMUM
100' - MAXIMUM

DOWNSTREAM TAPERS (USE IS RECOMMENDED)

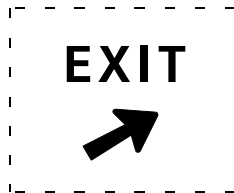
100' (PER LANE)

MAXIMUM SPACING FOR CHANNELIZING DEVICES

WORK ZONE SPEED LIMIT	DAY AND NIGHT 42" DEVICE SPACING (FT)		NIGHTTIME 42" DEVICE SPACING (FT)	
	TAPER	TANGENT	TAPER	TANGENT
< 45 MPH	1 x SPEED LIMIT	2 x SPEED LIMIT	25 FEET	50 FEET
≥ 45 MPH	50 FEET	100 FEET	25 FEET	50 FEET

SIGN OUTLINE KEY

DASHED OUTLINES INDICATE A SIGN THAT EXISTS ON SITE, AND NEEDS TO BE COVERED.



SOLID OUTLINES INDICATE A SIGN THAT IS TO BE PLACED ON THE PROJECT



NOT TO SCALE



NOT TO SCALE

WORK ZONE TRAFFIC CONTROL TYPICAL

NO: 101-GEN-SPACING-CHARTS

TYPICAL NUMBERING KEY

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

DATE: NOV 2020

SHEET:

2 OF 3

FILE: 101-GEN-SPACING-CHARTS.dgn

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

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

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

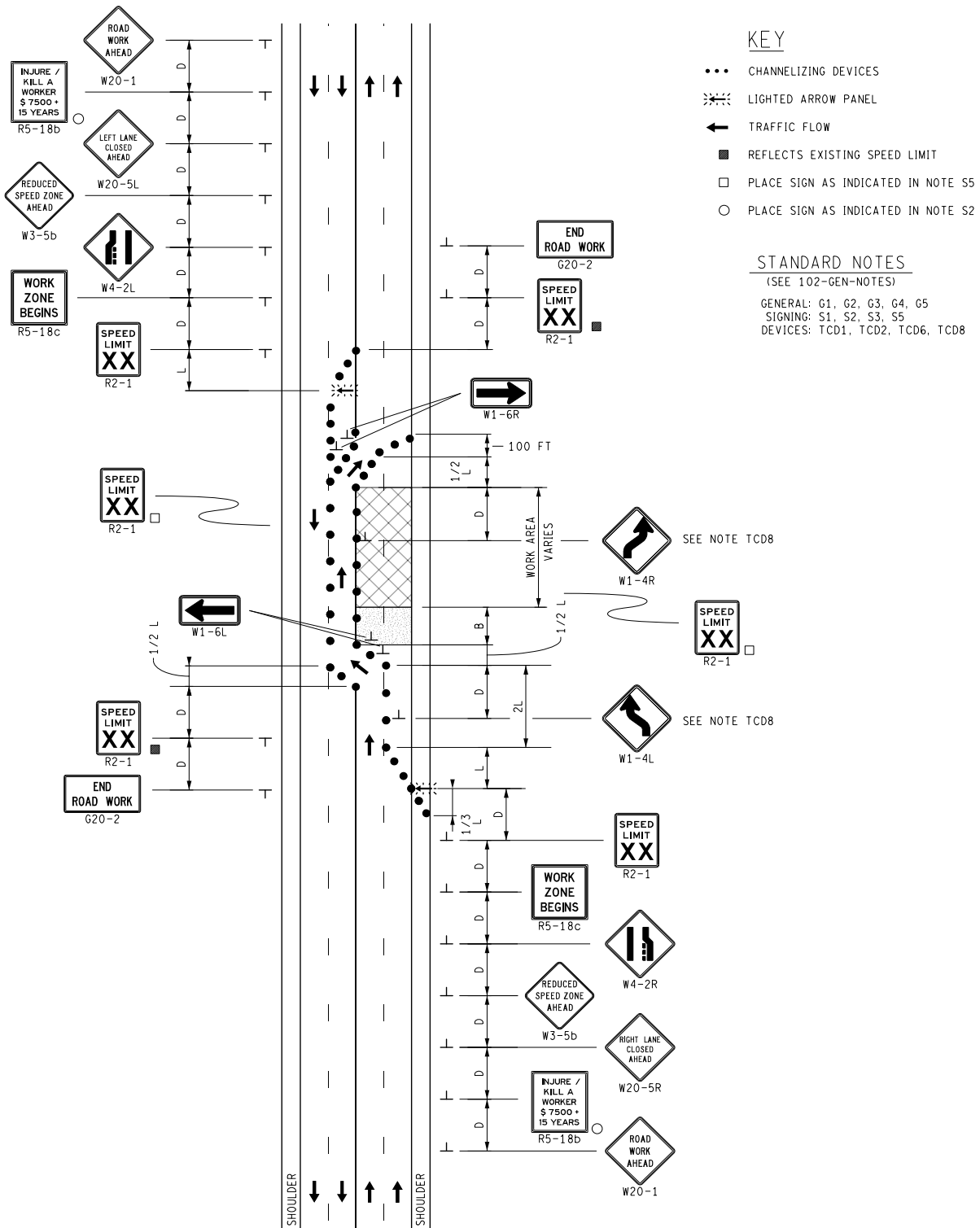
GUIDELINES FOR ROLL-AHEAD DISTANCES FOR TMA VEHICLES – TEST LEVEL 3

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

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

	NOT TO SCALE	WORK ZONE TRAFFIC CONTROL TYPICAL	TYPICAL NUMBERING KEY "B", "D" AND "L" TABLES CHANNELIZING DEVICE SPACING SIGN BORDER KEY AND ROLL AHEAD SPACING	DATE: NOV 2020
		NO: 101-GEN-SPACING-CHARTS		SHEET: 3 OF 3

FILE: 101-GEN-SPACING-CHARTS.dgn



	NOT TO SCALE	WORK ZONE TRAFFIC CONTROL TYPICAL NO: 124-NFW-2(R&L)LC-SHIFT	2 LANE CLOSURES, LEFT AND RIGHT WITH A SINGLE LANE SHIFT ON A 4-LANE UNDIVIDED ROADWAY	DATE: NOV 2020 SHEET: 1 OF 1
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FILE: 124-NFW-2(R&L)LC-SHIFT.dgn

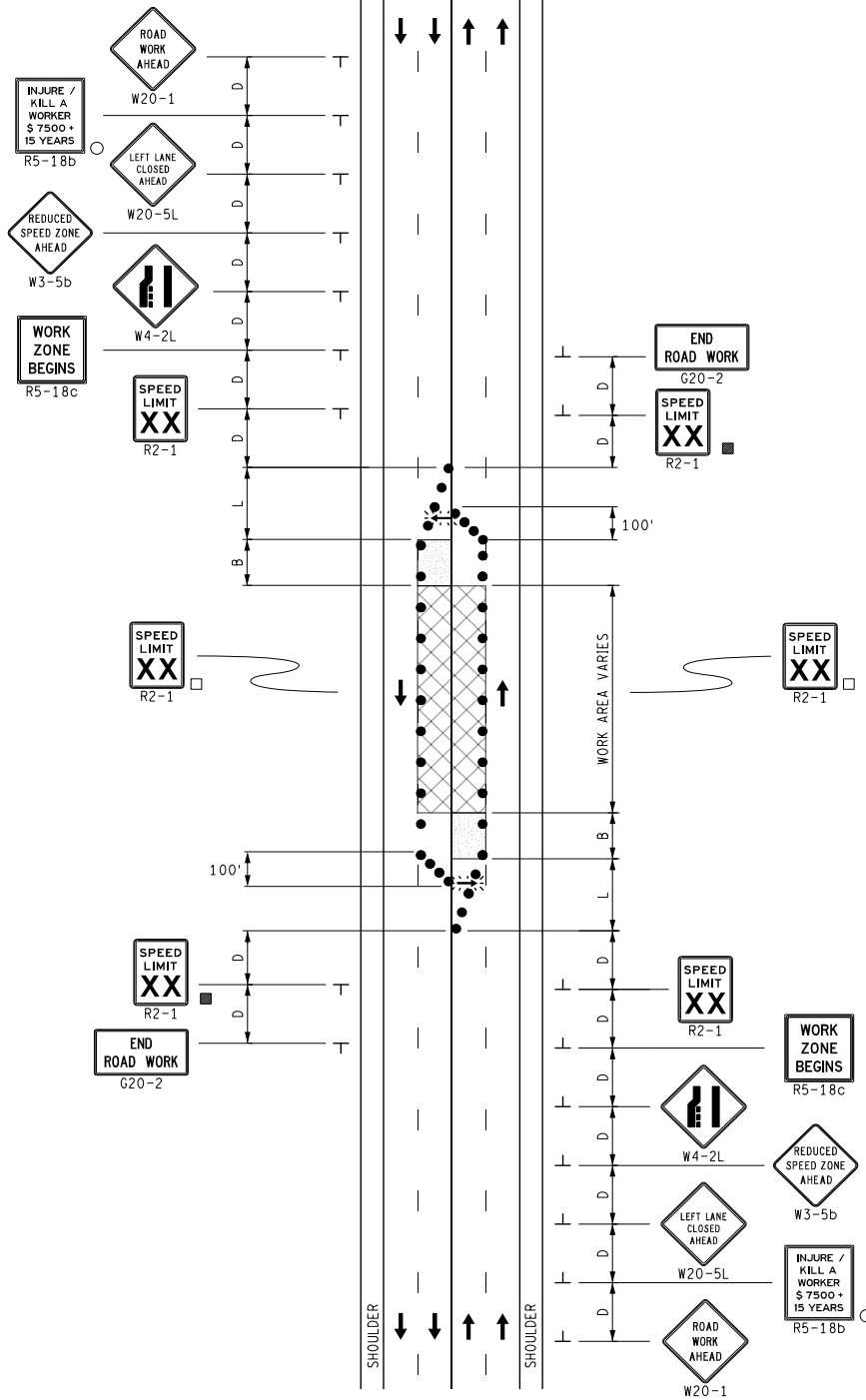
KEY

- ... CHANNELIZING DEVICES
- ⚡ LIGHTED ARROW PANEL
- ← TRAFFIC FLOW
- REFLECTS EXISTING SPEED LIMIT
- PLACE SIGN AS INDICATED IN NOTE S5
- PLACE SIGN AS INDICATED IN NOTE S2

STANDARD NOTES

(SEE 102-GEN-NOTES)

GENERAL: G1, G2, G3, G4
SIGNING: S1, S2, S3, S5
DEVICES: TCD1, TCD2, TCD6



NOT TO SCALE

WORK ZONE TRAFFIC CONTROL TYPICAL

NO: 125-NFW-2LC-(IN)

2-LANE CLOSURE (INSIDE LANES)
ON A 4-LANE UNDIVIDED ROADWAY

DATE: NOV 2020
SHEET:

1 OF 1

FILE: 125-NFW-2LC-(IN).dgn

CITY OF YPSILANTI

PROGRESS CLAUSE

OHM:RCMJ

1 of 1

4/18/2021

a. Description. The Contractor is to start work on or before the date designated as the starting date ten days after award. In no case, shall any work be commenced prior to receipt of formal Notice of Award by the Department and the City.

b. Completion Dates. The following completion dates have been specified for various elements of the work. Exact dates to be determined at Preconstruction Meeting.

July 5, 2021..... Tentative Start Date

October 4, 2021..... Substantial Completion Date

October 25, 2021 Final Completion Date

Contractor shall complete work specified on the plans on Oakwood Street within 50 days of mobilizing equipment to Oakwood Street.

Contractor shall complete work on Spring Street within 30 days of mobilizing equipment to Spring Street.

Substantial Completion shall include the HMA roadway pavement open to traffic, permanent pavement markings, permanent signs, driveways and sidewalks. If restoration has not been installed, temporary erosion control measures such as staked in-place mulch blanket shall be installed. This work is included in the cost of **Surface Restoration, Modified**.

Final completion shall include acceptance of Surface Restoration, Modified.

c. Progress Schedule. The low bidder for the work covered by this proposal will be required to attend a preconstruction meeting with City representatives and present a detailed progress schedule. The schedule for this preconstruction meeting will be set within two weeks after the low bidder is determined. The Project Engineer will arrange the time and the place for the pre-construction meeting.

Traffic is permitted to drive on milled surface. Paving of milled surface shall be within two (2) calendar days of milling operation.

Named subcontractors for Specialty and/or Designated Items, which materially affect the work schedule, shall also attend the preconstruction meeting. They will be required to sign the Progress Schedule to indicate their approval of the dates of work set forth in it.

The Progress Schedule shall include, as a minimum, the controlling work items for the completion of the project and the dates that these work items will be controlling operations. The items of work as noted above and their anticipated completion dates shall also be noted in the Progress Schedule.

If the bidding proposal specifies other controlling dates, these shall also be included in the Progress Schedule.

NOTICE TO BIDDERS
CITY OF YPSILANTI
UTILITY COORDINATION

OHM:RCMJ

1 of 3

4/18/2021

a. Description. The contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.08 of the 2012 MDOT Standard Specifications for Construction. In addition, for the protection of underground utilities, the contractor shall follow the requirements in Section 107.12 of the 2012 MDOT Standard Specifications for Construction. Contractor delay claims, resulting from utilities, will be determined based upon section 109.05.E of the 2012 MDOT Standard Specifications for Construction.

For protection of underground utilities, the Contractor shall dial 1-800-482-7171 a minimum of 3 working days prior to excavating. Members will thus be routinely notified. This does not relieve the Contractor of the responsibility of notifying utility owners who may not be a part of the "Miss Dig" alert system.

b. Coordination with Utilities. During the course of the construction, the Contractor will encounter both overhead and underground utilities. The names and phone numbers of the utility company representatives will be available at the preconstruction meeting.

The Contractor's attention is directed to existing underground gas mains, which are located adjacent to or near the work. The contractor shall use extreme care when working in these areas and shall notify DTE at least 3 working days in advance before beginning any excavation in these areas.

c. Relocation. Should a utility conflict arise requiring relocation, the Contractor shall notify the Engineer. The Contractor shall contact the appropriate utility company immediately to coordinate relocations. This will minimize delays in the Contractor's operations due to utility work.

Owners of public or private utilities will not be required to relocate utilities in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the Contractor's operations.

d. Public Utilities.

Name of Owner

Type of Utility

AT&T.....Telephone
Attn: Mr. Andy Johnson
550 S Maple
Ann Arbor MI 48103
Phone: (734) 996-5330

Detroit Edison Company..... Electric
Attn: Mr. Clay Combee
8001 Haggerty
Belleville, MI 48111
Phone: (734)332-3313
Email: combeec@dteenergy.com

DTE Gas Distribution Design Code.....Natural Gas
Attn: Ms Laurie Forrester
3150 E. Michigan Avenue
Ypsilanti, Michigan 48197
Phone: (313) 389-7261
Email: forresterl@dteenergy.com

Comcast..... Cable Television
Attn: Craig Pudas
25626 Telegraph
Southfield, MI 48034
Phone: (248) 809-2715
Email: craig_pudas@cable.comcast.com

Ypsilanti Community Utilities Authority.....Water and Sanitary Sewer
2777 State Road
Ypsilanti, Michigan 48198
Phone: (734) 484-4600
Email: mstaking@ycua.org

City of Ypsilanti..... Traffic Signal
Attn: Jim Horton
14 W Forest Ave
Ypsilanti, Michigan 48197
Phone: (734) 323-8044

Qwest Communications.....Telecommunications
Attn: George Mcelvain
700 W. Mineral Ave
Littleton, CO 80120
Phone: (303) 992-9931
Email: Thomas.sturmer@centurylink.com

MCI/Verizon BusinessTelecommunications
Attn: OSP/Investigations
Michigan
Phone: (972) 729-6016
Email: investigations@verizon.com

OHM:RCMJ

3 of 3

11/26/18

MCI/Verizon BusinessTelecommunications
Attn: Ken Lopez
Phone: (616) 393-0132
Email: kenl@westerntel-com.com

CITY OF YPSILANTI
SPECIAL PROVISION
FOR
FULL DEPTH PATCH, REM, MODIFIED

OHM:TJL

1 OF 1

05/19/17

a. Description. The existing pavement(s) shall be removed as shown on the plans and as specified in Section 204, Removing Miscellaneous Structures and Materials, of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction except as modified herein.

b. Construction Methods. Areas to be paid for once as "Full Depth Patch, Rem, Modified" will be marked for removal by the Engineer after cold milling and evaluation of the HMA base for repair.. The areas shall be saw cut and removed. The pay item is only paid once regardless of depth/thickness of pavement material being removed. The existing pavement may contain different materials with different depths of each material and potentially remnants of street railway system including ties, ballast, rails and spikes, plates and other material. The Contractor shall investigate the pavement cores/soil borings.

c. Measurement and Payment. The completed work for Full Depth Patch, Rem, Modified will be paid for at the contract unit price for the following contract item (pay item):

Pay Item

Pay Unit

Full Depth Patch, Rem, Modified..... Square Yard

Full Depth Patch, Rem, Modified will be measured in its original position by the unit square yard and paid for at the contract unit price per square yard, which price shall be payment in full for all labor, materials, and equipment needed to accomplish this work.

CITY OF YPSILANTI
SPECIAL PROVISION
FOR
PAVT, REM, MODIFIED

OHM:TJL

1 OF 1

12/07/2018

a. Description. The existing pavement(s) shall be removed as shown on the plans and as specified in Section 204, Removing Miscellaneous Structures and Materials, of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction except as modified herein.

b. Construction Methods. All existing roadway and driveway pavement(s) to be removed shall be paid for once as "Pavt, Rem, Modified", regardless of depth/thickness of pavement material being removed. The existing pavement may contain different materials with different depths of each material and potentially remnants of street railway system including ties, ballast, rails and spikes, plates and other material. The Contractor shall investigate the pavement cores/soil borings. No claims will be allowed for pavement thicker than anticipated, where no pavement core/soil boring data exists. "Pavt, Rem, Modified" shall include excavation, removal and disposal of all pavements and materials necessary to construct the proposed improvements.

c. Measurement and Payment. The completed work for Pavt, Rem, Modified will be paid for at the contract unit price for the following contract item (pay item):

Pay Item	Pay Unit
Pavt, Rem, Modified	Square Yard

Pavt, Rem, Modified will be measured in its original position by the unit square yard and paid for at the contract unit price per square yard, which price shall be payment in full for all labor, materials, and equipment needed to accomplish this work.

CITY OF YPSILANTI
SPECIAL PROVISION
FOR
STRUCTURES, REM, MODIFIED

OHM:RCMJ

1 of 1

4/29/2021

a. Description. This work consists of removing existing railroad cantilever signage in accordance with Section 204 of the 2012 Michigan Department of Transportation Standard Specifications for Construction except as modified herein.

b. Materials. Granular material Class II.

c. Construction Methods. Construction shall be in accordance with Section 204.03 and of the 2012 Michigan Department of Transportation Standard Specifications for Construction.

Contractor shall remove railroad cantilever signage including foundation in it's entirety and legally dispose of materials.

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

Contract Item (Pay Item)	Pay Unit
Structures, Rem, Modified	Each

Structures, Rem, Modified shall include all labor, equipment, and materials necessary to remove existing railroad cantilever structures and foundations, and backfill with granular material Class II. Removal and disposal of existing structure shall be considered as included in the work. Payment shall apply to each structure removed. Providing, placing, and compacting granular material Class II shall be included in the pay item.

CITY OF YPSILANTI
SPECIAL PROVISION
FOR
SUBGRADE UNDERCUT AND REFILL, 21AA, LIMESTONE

OHM:TJL

1 of 1

12/07/2018

a. Description. This work shall consist of undercutting and backfilling to replace material that in the opinion of the Engineer is susceptible to frost heave or differential frost action and to remedy unstable soil conditions. This work shall be done in accordance with Section 205 of the 2012 Standard Specifications for Construction except as provided herein.

b. Materials. Dense-Graded Aggregate material shall meet the requirements specified in Section 902, Table 902-1 and 902-2 except that the material shall be 21AA Limestone. No Plastic fines shall be added.

c. Measurement and Payment. The completed work as measured for Subgrade Undercut and Refill, 21AA, Limestone will be paid for at the contract unit prices for the following contract items (pay items):

<u>Pay item</u>	<u>Pay Unit</u>
Subgrade Undercut and Refill, 21AA, Limestone	Cubic Yard

Subgrade Undercut and Refill, 21AA, Limestone shall be measured compacted in place and shall be based upon the average length, width, and depth measurements of the undercut areas as determined by the Engineer. Undercut areas that are not authorized or measured by the Engineer will not be considered for payment.

The contract unit price shall be payment in full for all labor, material, and equipment necessary to remove unsuitable subgrade material, in the opinion of the Engineer, and replace with MDOT 21AA limestone aggregate compacted to at least 95% of its maximum unit weight. It shall include all costs for disposing of the excavated material offsite by the Contractor and all other costs associated with the work.

CITY OF YPSILANTI
SPECIAL PROVISION
FOR
AGGREGATE BASE COURSES

OHM: TJL

1 of 1

12/07/2018

- a. Description.** This work shall be done in accordance with Section 302, Aggregate Base Courses, of the Michigan Department of Transportation 2012 Standard Specifications for Construction except as herein provided.
- b. Materials.** Dense-Graded Aggregate material shall meet the requirements specified in Section 902, and the material shall be 21AA Limestone. No Plastic fines shall be added.
- c. Measurement and Payment.** The completed work will be measured and paid for at the contract unit price using the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Aggregate Base, 6 inch, Modified	Square Yard
Aggregate Base, 10 inch, Modified	Square Yard

Payment for Aggregate Base Courses will be measured and paid for by the square yard, which will be considered as payment in full for labor, materials, and equipment needed to accomplish this work. Payment shall include the removal of existing aggregate base and excavation necessary to place new aggregate.

CITY OF YPSILANTI
SPECIAL PROVISION
FOR
MAINTENANCE AGGREGATE, 21AA

OHM:TJL

1 of 1

12/07/2018

a. Description. This work shall consist of furnishing and installing maintenance aggregate. This work shall be done in accordance with this special provision.

b. Materials. Dense-graded aggregate used for road maintenance shall meet the requirements of MDOT 21AA. Dense-Graded Aggregate material shall meet the requirements specified in Section 902, Table 902-1 and 902-2 of the 2012 MDOT Standard Specifications for Construction, except that the material shall be 21AA Limestone. No Plastic fines shall be added.

c. Construction Methods. Construct in accordance to Section 306 of the 2012 MDOT Standard Specifications for Construction.

d. Measurement and Payment. The completed work as measured for MAINTENANCE AGGREGATE, 21AA will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Maintenance Aggregate, 21AA.....	Ton

Maintenance Aggregate, 21AA shall be measured in tons based upon certified weight delivery tickets. The aggregate shall be used at various locations for temporary maintenance of local traffic and shall be considered for payment only where authorized by the Engineer.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to place, grade, and compact 21AA material where authorized by the Engineer. Removal of the maintenance aggregate shall be considered as included in the placement work and will not be paid for separately.

CITY OF YPSILANTI
SPECIAL PROVISION
FOR
STORM SEWERS

OHM:RQM

1 of 1

7/1/19

a. Description. This work consists of storm sewers of the size and class required, including excavation, bedding and backfill, except as modified by the details on the plans and this special provision.

b. Materials. Provide materials conforming to subsection 402 and 403 of the MDOT 2012 Standard Specifications for Construction.

c. Construction. Construct the storm sewers according to subsection 402 and 403 of the Standard Specifications for Construction except as modified by the details on the plans and this special provision.

All sewer trench details shall conform with the requirements and details included in the City's Storm Sewer Standard Details.

Payment for all storm sewer shall include any connections required between the proposed sewer and the existing storm sewer or drainage structures. Connections shall be made in accordance with the City's Storm Sewer Standard Details.

Where connections are required to existing sewer pipe, the proposed sewer shall match the existing in size and material. Couplings may be required to make connections to an existing sewer pipe. Any couplings used shall be designed for direct bury and to connect the appropriate outside diameter of the sewer pipe and shall provide a watertight seal. Pipe shall be aligned to provide a smooth flow channel within the sewer. Any couplers shall be installed in strict accordance with the manufacturer's recommendations.

Connections to any manhole shall be made in accordance with the MDOT 2012 Standard Specifications for Construction. Work paid for as storm sewer shall include Dr Structure, Tap.

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

Pay Item	Pay Unit
Sewer, CI __, __ inch, Modified	Foot
Sewer, CI __, __ inch, Modified includes all materials, labor, and equipment necessary to complete the work as described.	

CITY OF YPSILANTI
SPECIAL PROVISION
FOR
STRUCTURE REHABILITATION

OHM:RQM

1 of 1

7/1/19

a. Description. This work shall be in accordance with Section 403 of the 2012 MDOT Standard Specifications for Construction, City of Ypsilanti standard details, and as specified herein. This item shall include all manhole, catch basin, and inlet structures which are raised, lowered or repaired a vertical height in excess of the 12 inches provided for under the structure adjust pay item. The work under the item of "Reconstruct Structure" does not include the final 12 inches of adjustment.

b. Materials. Provide materials conforming to subsection 402 and 403 of the MDOT 2012 Standard Specifications for Construction.

c. Construction. Where called for on the plans or as authorized by the Engineer, existing structures shall be reconstructed to the required line and elevation to essentially conform to the details on the plans for standard structures. Where the structure is in need of repair or recorbeling, as determined by the Engineer, it shall be broken down and rebuilt with new materials to the required elevation. Any portion of the structure damaged beyond the limits of reconstruction called for on the plans or authorized by the Engineer shall be removed and replaced at the Contractor's expense. The removal and replacement of adjacent pavement, curb or sidewalk shall be considered as included in the adjustment of the structure.

Structures in paved areas, shoulders, driveways, and where the edge of excavation is within 3 feet of the pavement shall be backfilled entirely with bank-run sand meeting the requirements for Porous Backfill Class III Modified (95% compaction).

All other structure excavations shall be backfilled with Porous Backfill Class III Modified (95% compaction) to within 1 ½ feet of finished grade. The remaining 1½ feet of backfill shall be suitable excavated material as approved by the Engineer (90% compaction).

All catch basins, manholes, and inlets shall be kept thoroughly cleaned of silt, debris and foreign matter and shall be free from such accumulations at the time of final acceptance.

The Point-Up Dr Structure shall include removing loose mortar from the existing joints, resetting loose block and placing new mortar and shall be paid on a per structure basis regardless of depth.

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

Pay Item	Pay Unit
Misc Structure Reconstruct.....	Foot
Point-Up Dr Structure	Each

"Misc Structure Reconstruct" will be measured by vertical height in feet, to the nearest 0.1 foot, for that portion of the structure reconstructed between the lowest elevation of masonry removed and the final top of masonry or concrete in excess of the 12 inches provided for under "Structure Cover, Adj." This work shall include furnishing the materials and for all necessary excavation, backfilling, disposal of surplus material, cleanout and reconstructing the structure to the required elevation, as hereinbefore specified. The adjustment of the structure with its cover will be paid for separately as "Structure Cover, Adj."

CITY OF YPSILANTI
SPECIAL PROVISION
FOR
UTILITY STRUCTURE ADJUST

OHM:RCJ

1 of 3

4/18/2021

a. Description.

This work shall consist of adjusting water, sanitary, or storm sewer structures when the total amount of vertical change is 12 inches or less. This work shall be done in accordance with Section 403 of the MDOT 2012 Standard Specifications for Construction except as provided herein.

b. Materials.

Grade rings for sanitary structures shall be injection molded High Density Polyethylene (HDPE) as defined in ASTM Specification D-4976. Use of other materials, such as precast concrete rings or brick and mortar, shall not be allowed.

All adjustment rings for matching road grade shall be made utilizing a molded indexed slope ring.

Each adjustment ring shall be sealed with a 3/16" to 1/4" bead of butyl rubber sealant per the manufacturer's instructions. Sealant shall meet ASTM C-990, latest revision, shall conform to ASTM C478 and shall have a minimum thickness of three (3) inches.

Mortar for use in water or sanitary structures shall conform to Section 702 of the MDOT 2012 Standard Specifications for Construction.

Water structures can be adjusted with concrete block and brick and mortar.

Gray iron casting shall be of the type, size and weight as specified on the plans. The castings shall conform to Section 908 of the MDOT 2012 Standard Specifications for Construction.

The exterior of frame and chimney sections of sanitary structures shall be sealed by using the WrapidSeal manhole encapsulation system manufactured by Canusa-CPS, Riser-Wrap water infiltration sealing system manufactured by Pipeline Seal & Insulator Inc. or approved equal.

Provide Concrete, Grade P1 in accordance with section 603 of the 2012 MDOT Standard Specifications for Construction.

Mat

c. Construction Methods.

After placement of the roadway wearing course the structures in the road surface shall be adjusted to final grade. The contractor is to remove pavement adjacent to the utility structure cover using the sawing method. When using sawing method, saw cut clean and remove a 4 foot by 4 foot pavement square for sanitary sewer, storm sewer, and gate well covers. For

UTILITY STRUCTURE ADJUST

OHM:RCJ

2 of 3

4/18/2021

water box covers saw cut a 2.5 foot by 2.5 foot pavement square. The structures shall have 7 inches of grade P-1 concrete placed to finish grade. Joints shall extend from structure out to corners of sawcut area.

For structures within the curb line, saw cut and remove 4 foot by 6 foot section of pavement around the frame with the 6 foot dimension measured along the curb line. Remove curb and/or curb and gutter associated with the adjustment of the drainage structure cover frame, as directed by the Engineer.

For structures located adjacent to concrete traffic control islands, remove concrete island full width or up to 6 feet wide to facilitate adjustment of the drainage structure cover frame, as directed by the Engineer.

Prior to setting the frame compact exposed soil using a method approved by the Engineer.

Support the cover frame over the matching adjacent roadway cross slope. Secure the frame in-place to allow for placement of concrete using brick or block as required on a full bed of mortar without altering frame position.

For structures within the pavement area, replace pavement around the frame with Concrete Grade P-1 matching the finished elevation and cross slope of the roadway. Install epoxy anchored lane ties to anchor the concrete to adjacent composite pavement. Construct plane of weakness joint as directed by the Engineer.

For structures within the curb line, replace pavement around the frame with Concrete, Grade P1 and HMA top course as shown on the detail herein. Install epoxy anchored lane ties to anchor the concrete to adjacent composite pavement for curb drainage structures located in curbed areas. Replace concrete curb, concrete curb and gutter, or concrete traffic islands "in-kind" in accordance with MDOT Standard Plan R-30 Series and section 802 of the Standard Specifications for Construction.

Epoxy anchor all lane ties in accordance with section 703 of the Standard Specifications for Construction.

Ensure saw overcuts are cleaned and sealed with hot poured rubber asphalt.

Adjust sanitary sewer covers using HDPE adjust rings and wrapped with Wrapidseal, Riser-wrap or approved equal.

d. Measurement and Payment.

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

<u>Pay Item</u>	<u>Pay Unit</u>
Utility Structure Cover, Adj, Case 1	Each

UTILITY STRUCTURE ADJUST

OHM:RCJ

3 of 3

4/18/2021

Sanitary Sewer Cover, Adj, Case 1 Each

The work of sanitary sewer, gate well, storm sewer and water box structures shall be paid for on a per structure basis and shall apply when the total amount of vertical change of the casting (up or down) is twelve inches or less. The pay item **Sanitary Sewer Cover, Adj, Case 1** shall apply only to existing sanitary sewer manholes. **Utility Structure Cover, Adj, Case 1** shall apply to all other manholes, storm structures, or boxes. The adjust structure pay item shall not apply to new structures as final adjustment in this case is included in the contract unit price of the new structure.

Sanitary Sewer Manhole Cover, Adj, Case 1 and **Utility Structure Cover, Adj, Case 1**, will be measured in place by the unit each and paid for at the contract unit price per each. This includes furnishing all materials, saw cutting, removal and disposal of existing pavement and curb or curb and gutter, removal and disposal of damaged manhole covers, new manhole covers, 12 inches of vertical adjustment of cover to required elevation and cross slope, installation of epoxy anchored lane ties, adjusting rings, manhole wrap, placement and finishing of new curb or curb and gutter, placement and finishing new concrete placement and removal of temporary HMA wedging for maintaining traffic (as directed by Engineer), if required, placement of cover to open structures to prevent accumulation of debris and cleaning existing drainage structure due to contractor operations.

"Case 1" applies to structures located within pavement surface and shall include pavement removal.

"Case 2" applies to structures located within pervious surfaces.

CITY OF YPSILANTI
SPECIAL PROVISION
FOR
HOT MIX ASPHALT APPLICATION ESTIMATE

OHM: RQM

1 of 1

7/1/2019

a. Description. Hot Mix Asphalt (HMA) and binder shall be applied per the following rates.

b. Materials.

Ident. No.	Item Description	Rate (Lbs/Syd)	Estimated Thickness (Inches)	Performance Grade	Location/Remarks
5E	HMA, 5E3	220	2.0	64-28	Top Course Spring St
4E	HMA, 4E3	220	2.0	64-28	Leveling Course Spring St
4E	HMA, 4E3	220	2.0	64-28	Base Spring St
LVSP	HMA, LVSP	190	1.75	58-22	Top Course Oakwood St
LVSP	Hand Patching	Varies	Varies	58-22	Patches

Note: Bond coat at 0.05 to 0.10 Gal/Syd between each lift and over existing pavement.
Minimum aggregate wear index (AWI) = 260. Bond coat to be applied long longitudinal joint prior to paving adjacent lane.

Tier 1 Rap content shall apply to all top courses.

CITY OF YPSILANTI
SPECIAL PROVISION
FOR
DRIVEWAY NONREINFORCED CONC

OHM:RQM

1 of 1

5/24/2019

- a. Description.** This special provision sets forth requirements for driveway nonreinforced concrete approaches in according to Section 801 of the Standard Specifications for Construction and Standard Plan for driveway openings, except as modified herein.
- b. Materials.** The materials specified in Section 601 of the 2012 Michigan Department of Transportation Standard Specifications for Construction.
- c. Construction.** Construct the driveway approach according to Section 603 of the Standard Specifications for Construction and the Standard Detail R-29-H for Driveway Openings.

It shall include additional excavation of underlying materials once the existing driveway approach has been removed, paid for separately as Pavt Rem Mod; in order to obtain sufficient depth to construct a 6 inch thick driveway approach, sidewalk within the approach and adjacent sidewalk slab.

Additionally, the sidewalk that runs through the driveway approach and adjacent sidewalk slab of the same thickness as the approach, to each side of the driveway shall be included in this pay item.

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

Contract Item (Pay Item)	Pay Unit
Driveway, Nonreinf Conc, 6 inch, Mod.....	Square Yard

Driveway, Nonreinf Conc, _ inch Mod shall be based on the surface area of the driveway measured, to back of curb, in place as determined by the Engineer. Measurements will include 6 inch thick sidewalk that runs through the driveway approach including adjacent sidewalk slabs also 6 inch thick to each side of the driveway.

Driveway, Nonreinf Conc, _ inch Mod includes excavating base material, transport and disposal of excess materials excavated, furnishing, placing, finishing, texturing, and curing the concrete; furnishing any additional concrete required to correct low base conditions; sawing, cleaning, joints and fiber joint fillers, and integral curbing. Costs to move equipment, manpower, and materials to construct driveway approaches in halves in order to maintain access to the property owner shall be considered included in this pay item.

All cost for cold weather protection shall be included in this pay item, and will not be paid for additionally.

CITY OF YPSILANTI
SPECIAL PROVISION
FOR
SURFACE RESTORATION

OHM/TJL

1 of 3

5/19/17

a. Description. This work shall be done in accordance with the City of Ypsilanti Standard Specifications.

b. Materials. The materials and application rates specified in Sections 816 and 917 of the 2012 Michigan Department of Transportation Standard Specifications for Construction apply unless modified by this special provision or otherwise directed by the Engineer.

Materials included in Surface Restoration, Modified:

Topsoil Surface, Furn, 3 inch

Fertilizer, Chemical Nutrient, CI A (12-12-12)

Seeding, Mixture THM

Paper mulch shall be used for hydroseeding

Water

Tackifier shall be MDOT approved from the QPL Section 917.15C

The hydro-seeding slurry shall consist of a mixture of the following materials:

Mulch: 2,000lbs./acre

Fertilizer: 400lbs./acre

Tackifier: 25lbs./acre

Seed: 220lbs./acre

Water: As required

c. Construction Methods. Prior to placing topsoil, shape and compact all areas to be hydro-seeded. Place topsoil to the minimum depth indicated above, to meet proposed finished grade. If the area being restored requires more than the minimum depth of topsoil to meet finished grade, this additional depth may be filled with approved excavated material. Furnishing and placing this additional material is included in earthwork pay items.

In areas of hydro-seeding, the Contractor shall protect site features from over spray. These features shall include, but not be limited to, fire hydrants, mailboxes (including posts), private properties, sidewalks, driveways, pavements or other surfaces which the Engineer may designate as needing to be protected from the hydro-seeding operation. Where directed by the Engineer, the Contractor will be responsible to remove all unwanted or unintended overspray. The cost for this work will be the sole responsibility of the Contractor.

Areas within existing and proposed drainage channels shall be restored using mulch blankets with appropriate anchors as recommended by the manufacturer. All other areas shall be restored using mulch. Mulch shall be bladed into the prepared earth to provide proper anchoring.

If a restored area washes out after this work has been properly completed and approved by the Engineer, make the required corrections to prevent future washouts and replace the topsoil, fertilizer, seed and mulch. This replacement shall be paid for as additional work. If an area washes out for reasons attributable to the Contractor's activity or failure to take proper precautions, replacement shall be at the Contractor's expense.

All areas disturbed by the Contractor and/or their Subcontractors beyond the normal construction limits of this project shall be restored as directed by the Engineer. No additional payment or compensation will be allowed for this activity.

By October 20, only those areas for which work for **Surface Restoration, Modified** has already begun shall be completed. After October 20, any remaining areas shall be graded and covered by mulch blanket, temporary seeding and restored the following April 15, or as soon as weather permits.

Maintenance

Maintain Seeded and Hydroseeded Grass Areas

The Contractor shall establish a dense lawn of permanent grasses, free from lumps and depressions or any bare spots, none of which is larger than one foot of area up to a maximum of 3% of the total seeded lawn area. Any part of the seeded lawn that fails to show a uniform germination shall be reseeded until a dense grass cover is established.

The Contractor shall water and provide a minimum of two cuttings of the lawn or more as necessary until the final inspection and acceptance of the seeded lawn area by the Engineer. When the lawn reaches 3 inches in height it shall be cut to 2 inches in height.

If seeded in fall and not given full 60 days of maintenance, or if not considered acceptable at that time, continue maintenance following spring until acceptable lawn is established.

Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regarding, replanting, and applying herbicides, fungicides, and insecticides as required to establish a smooth, acceptable lawn, free of eroded or bare areas.

Water as required to maintain adequate surface soil moisture for proper seed germination. Continue watering as required for not less than 30 days. Thereafter apply $\frac{1}{2}$ " of water twice weekly until acceptance. When irrigation is not present seeding should take place in early spring or fall.

Repair, rework, re-seed all areas that have washed out, are eroded, or do not catch.

Inspection and Final Acceptance

When restoration work is completed, including maintenance, Engineer will, upon request make a final inspection to determine acceptability.

Restoration work may be inspected for acceptance in parts agreeable to Engineer provided work offered for inspection is complete, including maintenance.

Where inspected landscape work does not comply with requirements, replace rejected work and continue specified maintenance until re-inspected by Engineer and found acceptable. Remove rejected plants and materials promptly from project site.

d. Measurement and Payment. The completed work as measured for Surface Restoration will be paid for at the contract unit price for the following contract item (Pay Item).

Pay Item	Pay Unit
Surface Restoration, Modified	Square Yard

Payment for Restoration will be measured and paid for by the square yard, which will be considered as payment in full for labor, materials, and equipment needed to accomplish this work. All water required for vigorous growth shall be included in this pay item.

75% of the total square yardage shall be paid after installation and 25% after the second cutting.

CITY OF YPSILANTI
SPECIAL PROVISION
FOR
TRENCH UNDERCUT AND BACKFILL, MODIFIED

OHM:MDP

1 of 1

6/26/09

a. Description.

This work shall consist of undercutting and backfilling trenches. This work shall be done in accordance with this special provision.

b. Materials.

Stone backfill shall consist of natural gravel or crushed gravel that is equivalent in gradation to MDOT 6A or 6AA unless otherwise called for on the plans.

c. Construction Methods.

Backfill shall be compacted to 95% of its maximum unit weight.

d. Measurement and Payment.

The completed work as measured for Trench Undercut and Backfill, Modified will be paid for at the contract unit price for the following contract item (pay item):

Pay item

Pay Unit

Trench Undercut and Backfill, ModifiedCubic Yard

Trench Undercut and Backfill, Modified shall be measured in place and shall be based upon the average length, width, and depth measurements of the undercut areas as determined by the Engineer. Undercut areas that are not authorized or measured by the Engineer will not be considered for payment.

The contract unit price for **Trench Undercut and Backfill, Modified** shall be payment in full for all labor, materials, and equipment necessary to excavate the subgrade beyond 18 inches below the pipe invert and to backfill the undercut area with compacted 6A or 6AA, slag or limestone. Disposal of undercut materials shall be included in this work.

CITY OF YPSILANTI
SPECIAL PROVISION
FOR
REMOVE AND RESET SALVAGED SIGN

OHM:RCMJ

1 of 1

4/29/2021

- a. Description.** This work consists of removing and resetting existing signs per City of Ypsilanti Standards, MDOT Standards, other relevant jurisdictions, and/or as specified herein.
- b. Materials.** The materials used shall be in accordance with the plans and 2012 Michigan Department of Transportation Standard Specifications for Construction.
- c. Construction Methods.** Any existing signs shall be temporarily removed, salvaged, and permanently reset in accordance with relevant roadway jurisdiction, the plans, or as directed by Engineer.
- d. Measurement and Payment.** The completed work as measured will be paid for at the contract unit price for the following contract item (pay item):

Contract Item (Pay Item)	Pay Unit
Sign, Rem and Reset.....	Each

Sign, Rem and Reset shall include all labor, equipment, and materials necessary to remove and salvage the existing sign and post, and then reinstall the existing sign and post. If the sign and/or sign post are damaged due to the Contractors operations, the contractor shall provide a replacement sign and post equal to the existing sign and post or as approved by the Owner at no additional cost. Furnishing, placing and compacting suitable backfill in the postholes shall be considered as included in the sign removing and resetting work. Payment shall apply to each sign, regardless of the number of posts.

The quantities provided are for information only. City reserves the right to increase/reduce the quantity or eliminate the item from the project completely as it sees fit.

Appendix C:
City of Ypsilanti
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
Affirmative Action Ordinance

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.

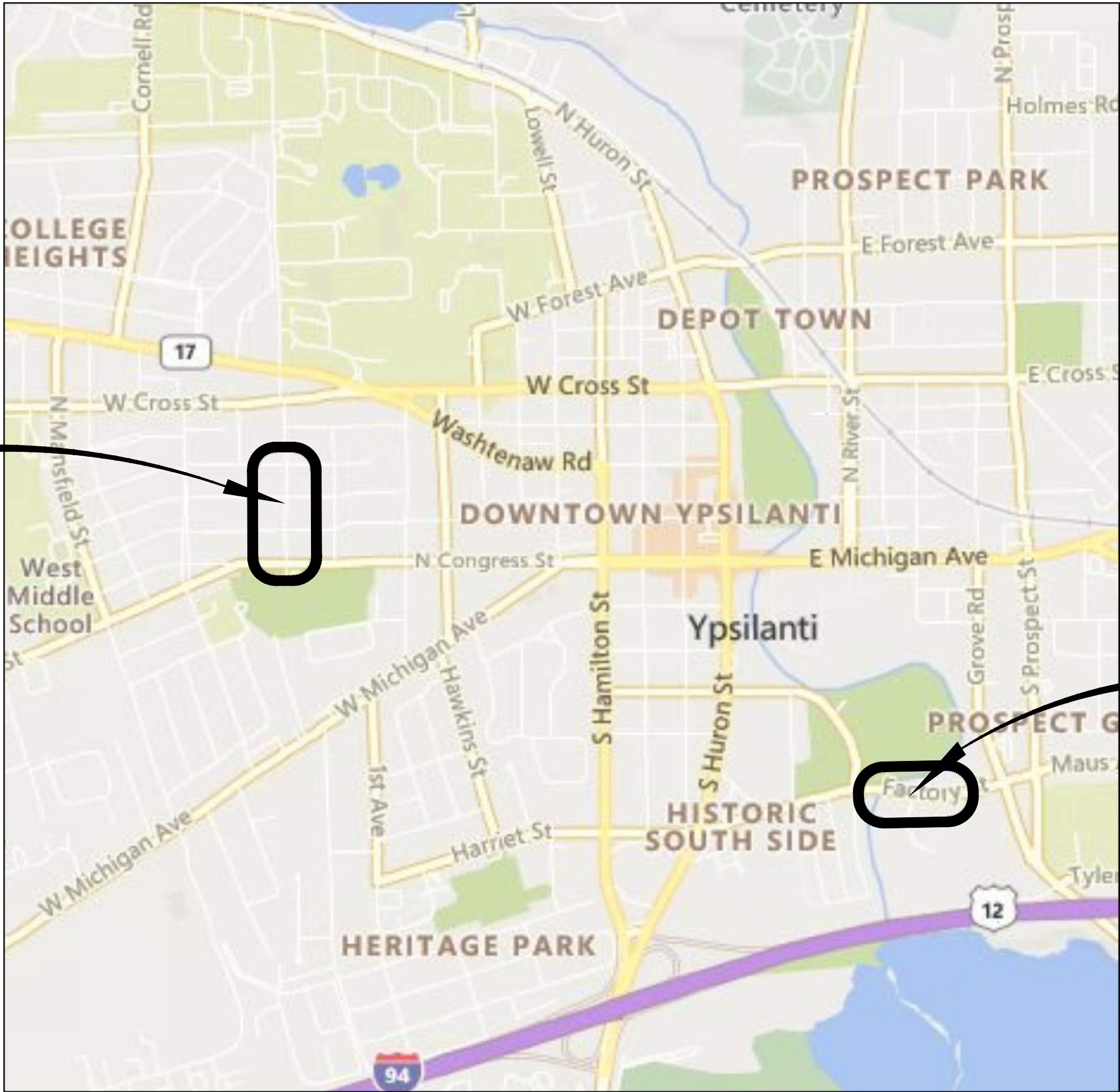
(Code 1983, § 1.284)

Secs. 2-330—2-345. - Reserved.

CITY OF YPSILANTI
WASHTENAW COUNTY, MICHIGAN
OAKWOOD STREET REHABILITATION &
SPRING STREET TRACK REMOVAL

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	TYPICAL CROSS-SECTIONS
3	LEGEND
4	GENERAL NOTES
5, 7	REMOVAL PLANS
6, 8	CONSTRUCTION PLANS
9	REMOVAL & CONSTRUCTION – SPRING ST RR TRACKS
10	DETAILED GRADING PLAN
11	SOIL EROSION & SEDIMENTATION CONTROL
12	PAVEMENT MARKING PLAN
13, 14	CITY STORM SEWER DETAILS

PROJECT AREA
OAKWOOD ST



LOCATION MAP
N.T.S.

PROJECT AREA
SPRING ST TRACKS

M.D.O.T. STANDARD PLANS	
TITLE	PLAN NO.
DRAINAGE STRUCTURES	R-1-G
COVER B	R-7-F
COVER E	R-10-D
COVER K	R-15-G
*CURB RAMP AND DETECTABLE WARNING DETAILS	*R-28-J
DRIVEWAY OPENINGS & APPROACHES AND CONCRETE SIDEWALKS	R-29-I
CONCRETE CURB AND CONCRETE CURB & GUTTER	R-30-G
GRANULAR BLANKET, UNDERDRAINS, OUTLET ENDINGS FOR UNDERDRAINS, AND SEWER BULKHEADS	R-80-E
UTILITY TRENCHES	R-83-C
PRECAST CONCRETE END SECTIONS FOR PIPE CULVERT	R-86-F
SEEDING AND TREE PLANTING	R-100-H
GRADING CROSS-SECTIONS	R-105-D
*MDOT SPECIAL DETAIL	

GENERAL PROVISIONS

THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE PROPOSAL AND ACCOMPANYING SPECIFICATIONS FOR THIS PROJECT INCLUDING THE 2012 MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, MASHTO'S 2011 A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS.

THE LOCATION OF ALL PUBLIC UTILITIES SHOWN ON THESE PLANS IS TAKEN FROM THE BEST AVAILABLE DATA. THE CITY OF YPSILANTI WILL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATIONS SHOWN. PURSUANT TO ACTS 173 & 174 OF THE P.A. OF 2013, AS A CONDITION OF THIS CONTRACT, NOTICE SHALL BE GIVEN TO MISS DIG PRIOR TO UNDERGROUND WORK TO BE PERFORMED IN ACCORDANCE WITH THIS CONTRACT, PHONE (800) 482-7171 OR 811. UTILITY SERVICE CONNECTIONS ARE NOT SHOWN ON THE PLANS AND ARE NOT THE RESPONSIBILITY OF THE CITY OF YPSILANTI.

THE ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON NAVD 1988 VERTICAL DATUM.

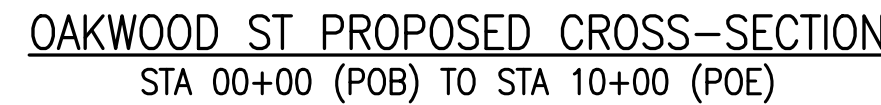
CITY OF YPSILANTI
CITY COUNCIL

LOIS RICHARDSON
• MAYOR •

NICOLE BROWN
• MAYOR PRO-TEM •

BRIAN JONES-CHANCE
JENNIFER SYMANNS
STEVE WILCOXEN
ANTHONY MORGAN
ANNE SOMERVILLE
• COUNCIL MEMBERS •

CONTRACT FOR: 2-INCH MILL AND OVERLAY FOR 1,000 FEET WITH ASSOCIATED ADA RAMP IMPROVEMENTS AND AT GRADE RAILROAD TRACK REMOVAL AND RESTORATION.	
 Advancing Communities 34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427	
PREPARED UNDER THE SUPERVISION OF:	
_____ JOHN TANNER _____ Registration No. _____ Date	
REVISIONS	
PROJECT NO. 0094-20-0070	SHEET NO. 1 OF 14



* BOND COAT AT .05 TO 0.10 GAL/SYD BETWEEN EACH LIFT
* FOR INFORMATION ONLY. PLACE HMA BOND COAT SS-1H @ 0.10 GAL/SYD BETWEEN EXISTING PAVEMENT OR PROPOSED CONCRETE BASE COURSE AND PROP HMA WEDGING. ALSO PLACE 0.05 GAL/SYD BETWEEN HMA LAYERS. HMA BOND COAT WILL NOT BE PAID FOR SEPERATELY, BUT SHALL BE INCLUDED IN THE HMA PAY ITEM BEING PLACED.



TO BE USED FOR THE REMOVAL AND REPLACEMENT OF THE RAILROAD
TRACK AT SPRING STREET.

SHEET
2
OF 14

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WATER & SEWER UTILITY SYMBOLS

EXISTING

- STORM MANHOLE
- SQUARE CATCH BASIN
- ROUND CATCH BASIN
- CULVERT
- CULVERT W/O END SECTION
- CULVERT W/END SECTION
- SANITARY MANHOLE
- CLEAN OUT
- GATE VALVE & WELL
- GATE VALVE & BOX
- WATER STOP BOX
- FIRE HYDRANT
- METER PIT
- WATER METER
- SPRINKLER HEAD
- IRRIGATION VALVE

PROPOSED

- STORM MANHOLE
- INLET/CATCH BASIN
- CULVERT END SECTION
- SANITARY MANHOLE
- GATE VALVE & WELL
- GATE VALVE & BOX
- TAPPING SLEEVE VALVE & WELL
- TAPPING SLEEVE VALVE & BOX
- FIRE HYDRANT

REAL ESTATE SYMBOLS

- CONTIGUOUS PROPERTY SYMBOL
- PARCEL NUMBER BOX
- NO ROW IMPACTS

MISCELLANEOUS UTILITY SYMBOLS

EXISTING

- GUY WIRE
- GUY POLE
- UTILITY POLE
- UTILITY POLE W/LIGHT
- LIGHT/DECOR LAMP POLE
- GAS VALVE
- GAS VENT
- GAS METER
- GAS RISER
- TRAFFIC SIGNAL
- PEDESTRIAN RISER
- TRANSFORMER PAD
- PRIVATE UTILITY MANHOLE
- RAILROAD CROSSING
- ELECTRIC METER
- PHONE BOOTH
- TRAFFIC SIGNAL CONTROLLER
- HAND HOLE
- ELECTRIC RISER
- TELEPHONE RISER
- CABLE TV RISER
- MONITORING WELL
- UNDERGROUND MARKER

MISCELLANEOUS SYMBOLS

EXISTING

- RIPRAP
- SIGN
- FLOW DIRECTION
- STUMP
- WETLAND
- CONIFEROUS TREE
CL 1 1" TO 5"
CL 2 6" TO 17"
CL 3 18" TO 35"
CL 4 36" AND UP
- DECIDUOUS TREE
- CONIFEROUS SHRUB
- DECIDUOUS SHRUB
- SOIL BORING
- SECTION CORNER
- MONUMENT
- IRON ROD/PIPE
- PK NAIL
- BENCHMARK
- TRAVERSE POINT
- MAIL/NEWSPAPER BOX
- FLAG POLE
- POST

HAZARDOUS OR
FLAMMABLE MATERIAL

USED WITH UNDERGROUND GAS &
ELECTRICAL LINES

CAUTION - CRITICAL
UNDERGROUND UTILITY

USED WITH TELEPHONE &
FIBER OPTIC LINES

PROPOSED

- RIPRAP
- SIGN
- FLOW DIRECTION
- STRUCTURE NUMBER
WM SAN STM
- ADA SIDEWALK RAMP

UTILITY PATTERN

EXISTING

- ELECTRICAL *
- GAS\OIL
- CABLE/TELEPHONE *
- FIBER OPTIC *
- WATER
- SANITARY
- STORM

PROPOSED

- STORM/SANITARY/WATER
- PRIMARY UTILITY WILL HAVE A
CONTINUOUS LIFESTYLE, WITH THE
SECONDARY UTILITY MATCHING ITS
RESPECTIVE EXISTING UTILITY LIFESTYLE

*OH = OVERHEAD , UG = UNDERGROUND

ROW PATTERN

EXISTING

- ROW
- SECTION
- PROPERTY/PARCEL

PROPOSED

- ROW

TOPO PATTERN

EXISTING

- HEDGE/TREE
- FENCE
- GUARDRAIL
- CENTERLINE OF DITCH
- RAILROAD
- WETLAND/EDGE OF WATER

PROPOSED

- GRADING LIMIT
(SLOPE STAKE)
- CENTERLINE OF DITCH
- GUARDRAIL
- FENCE

REMOVAL LEGEND

- SIDEWALK REMOVAL
- HMA SURFACE REMOVAL
- PAVEMENT REMOVAL
- COLD MILLING HMA SURFACE
- HMA BASE CRUSHING AND SHAPING
- EXCAVATION, EARTH, MODIFIED
- CURB AND GUTTER, REM
- TREE, REM
- SALVAGE
- BULKHEAD
- ABANDON
- REMOVE
- ADJUST
- RELOCATE
- RECONSTRUCT
- REMOVE BY OTHERS
- ADJUST BY OTHERS
- RELOCATE BY OTHERS

IF NECESSARY FOR CLARITY

- SALVAGE
- BULKHEAD
- ABANDON
- CLEARING
- REMOVE
- RELOCATE
- RECONSTRUCT
- RELOCATE BY OTHERS
- ADJUST BY OTHERS

SPECIAL LEGEND

ARCHITECTS ENGINEERS PLANNERS

34000 Plymouth Road
Livonia, MI 48150
P (734) 522-6711 | F (734) 522-6427

OHM-ADVISORS.COM

REVISIONS	

DATE	PROJ NUMBER	ENG	PROJ LEAD	CADD	COUNTY	CITY/JURISDICTIONSHIP	SCALE	VP	NTS	VP	NTS	VP	NTS	VP	NTS
MM/DD/YYYY	000-000000														
CITY OF YPSILANTI OAKWOOD STREET REHABILITATION & SPRING STREET TRACK REMOVAL LEGEND															

SHEET	3 OF 14
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GENERAL NOTES

- IT IS THE INTENTION OF THESE PLANS TO CONSTRUCT ALL WORK IN ACCORDANCE WITH APPLICABLE REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION, THE FEDERAL HIGHWAY ADMINISTRATION, THE CITY OF YPSILANTI, AND THE PLANS AND SPECIAL PROVISIONS 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.
- THE CONTRACTOR AND HIS SUBCONTRACTORS SHALL ATTEND A PRE-CONSTRUCTION MEETING AT A TIME AND PLACE ARRANGED BY THE CITY OF YPSILANTI AND THE ENGINEER AT WHICH THE AFFECTED UTILITY COMPANIES AND GOVERNMENT AGENCY REPRESENTATIVES WILL BE PRESENT.
- AFTER A PRE-CONSTRUCTION MEETING IS HELD, THE CONTRACTOR SHALL NOTIFY THE ENGINEER, A MINIMUM OF THREE (3) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION FOR INSPECTION.
- CONTRACTOR SHALL NOTIFY MISS DIG FOR EXISTING UTILITY STAKE OUT 72 HOURS IN ADVANCE OF CONSTRUCTION. THE PROJECT WILL BE BILLED FOR EXCESSIVE STAKING.
- LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE PLANS ARE APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING AND VERIFYING THE LOCATION, DEPTH, AND ELEVATION OF EXISTING UTILITIES, AND PROPOSED UTILITIES CROSSING THE CONSTRUCTION AREA PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER IF ANY CONFLICTS ARE APPARENT OR IF LOCATIONS AND DEPTHS DIFFER SIGNIFICANTLY FROM THE PLANS.
- ALL ELEVATIONS REFER TO CURRENT NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88).
- ALL PROPERTIES OR FACILITIES IN THE SURROUNDING AREAS, PUBLIC OR PRIVATE, DESTROYED OR OTHERWISE DAMAGED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED OR REPAIRED TO THE SATISFACTION OF THE AUTHORITY HAVING JURISDICTION OF THE PROPERTY OR FACILITY BY THE CONTRACTOR AT THEIR OWN EXPENSE.
- CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL NECESSARY BARRICADES AND TRAFFIC CONTROL DEVICES REQUIRED BY THE MICHIGAN DEPARTMENT OF TRANSPORTATION, THE WASHTENAW COUNTY ROAD COMMISSION, CITY OF YPSILANTI, OR OTHER AGENCIES HAVING JURISDICTION.
- WHERE TWO UTILITIES CROSS, UNLESS OTHERWISE SHOWN, GRANULAR BACKFILL SHALL BE TAMPED IN 6" LAYERS TO THE UNDERSIDE OF THE HIGHER UTILITY. AN 18" MINIMUM CUSHION OF GRANULAR MATERIAL SHALL BE REQUIRED BETWEEN UTILITIES. IT SHALL BE COMPACTED 95%, OF ITS MAXIMUM UNIT WEIGHT.
- ALL ROADS, ROAD SHOULDERS, AND DRIVEWAYS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED AS CALLED FOR ON THE PLANS AND PAID FOR AT THE UNIT PRICES BID.

EROSION AND SEDIMENTATION CONTROL NOTES

- CONTRACTOR SHALL COMPLY WITH 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.
- THE CONTRACTOR SHALL CONDUCT OPERATIONS IN A MANNER THAT WILL REDUCE ACCELERATED EROSION TO THE PRACTICAL MINIMUM AND PREVENT DAMAGING SILTATION TO EXISTING SEWERS AND WATER COURSES LEADING FROM THE WORK SITE.
- THE CONTRACTOR SHALL CONDUCT WORK IN SUCH A MANNER AS TO PREVENT THE ENTRY OF FUELS, OILS, BITUMINOUS MATERIALS, CHEMICALS, SEWERAGE OR OTHER HARMFUL MATERIALS INTO NEARBY LAKES AND STREAMS.
- WASTE DISPOSAL AREAS SHALL BE SELECTED BY THE CONTRACTOR WITH FULL CONSIDERATION OF EROSION AND SEDIMENT CONTROL, SELECTION OF DISPOSAL SITE, AND CONTROL OF OPERATIONS, AND THE RESTORATION OF SAID AREAS SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER.
- EXCAVATION FROM THE RIGHT-OF-WAY, CHANNELS, OR OTHER MATERIAL SHALL NOT BE DEPOSITED IN OR NEAR RIVERS, STREAMS OR PONDS WHERE IT MAY ENTER THE WATERWAY.
- AT THE COMPLETION OF EACH DAY'S CONSTRUCTION, CARE SHALL BE TAKEN TO ENSURE THAT MINIMAL EROSION WILL OCCUR IN TRENCHES AND TO STOCKPILED MATERIALS UNTIL RESUMPTION OF WORK
- CONTRACTOR SHALL CONFINE OPERATIONS TO THE MINIMUM AMOUNT OF WORKING SPACE PRACTICAL TO MINIMIZE SOIL EROSION.
- THE PROJECT WILL BE REGULARLY INSPECTED BY THE ENGINEER FOR EROSION CONTROL COMPLIANCE. DEFICIENCIES WILL BE CORRECTED BY THE CONTRACTOR IMMEDIATELY UPON NOTICE OF SUCH DEFICIENCIES. FAILURE TO CORRECT THE DEFICIENCIES MAY RESULT IN THE ISSUANCE OF A STOP WORK ORDER AND THERE WILL BE NO CONTRACT TIME EXTENSION GRANTED FOR THIS TYPE OF STOPPAGE.
- TEMPORARY SOIL EROSION CONTROL MEASURES CONSISTING OF SILT FENCE, MULCHING, AND TARPING SHALL BE IMPLEMENTED THROUGHOUT THE ENTIRE CONSTRUCTION PHASE OF THE PROJECT, AND SHALL BE REMOVED BY THE CONTRACTOR AFTER THE PERMANENT SOIL EROSION MEASURES HAVE BEEN COMPLETED.
- PERMANENT SOIL EROSION MEASURES CONSISTING OF THE MIXTURE SEED AND MULCH BLANKET SHALL BE COMPLETED WITHIN 5 CALENDAR DAYS OF FINAL GRADING. IN THE EVENT IT IS NOT POSSIBLE TO PERMANENTLY STABILIZE THE AREA DUE TO SITE CONDITIONS AND/OR SEASONAL LIMITATIONS, THE TEMPORARY MEASURES SHALL REMAIN IN FORCE AND SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS IT IS PRACTICAL TO COMPLETE THE PERMANENT SOIL EROSION CONTROL MEASURES.
- THE ENGINEER SHALL HAVE FULL AUTHORITY TO TEMPORARILY SUSPEND WORK IN THE EVENT THAT ANY OF THE ABOVE REQUIREMENTS ARE NOT BEING MET BY THE CONTRACTOR, OR IF CONDITIONS INDICATE THAT ADDITIONAL TEMPORARY CONTROL MEASURES ARE WARRANTED, IN THE OPINION OF THE ENGINEER.
- PRIOR TO THE START OF WORK, THE CONTRACTOR SHALL INSTALL INLET FILTERS AT ALL INLETS IN THE CONSTRUCTION AREA, OR AS DIRECTED BY THE ENGINEER.
- ALL NON-PAVED DISTURBED AREAS SHALL BE RESTORED AS SHOWN ON THE PLANS. IF NOT SPECIFICALLY STATED ON THE PLANS, RESTORATION SHALL CONSIST OF 4 INCHES OF TOPSOIL, FERTILIZER, SEED AND MULCH. UNLESS OTHERWISE STATED, ALL DISTURBED AREAS SHALL BE SEEDED WITH THE SEED MIX REQUIRED BY THE SPECIFICATIONS.
- SOILS ON SITE ARE: BOYER LOAMY SAND, 1 TO 6 PERCENT SLOPES
- PERMANENT SOIL EROSION MEASURES AFTER PROJECT COMPLETION WILL BE MAINTAINED BY CITY OF YPSILANTI DEPARTMENT OF PUBLIC SERVICES. ATTENTION: RON AKERS.

GENERAL PROVISIONS

THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) 2012 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION EXCEPT AS NOTED HEREIN AND IN THE PROPOSAL BOOK.

THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS IN SUCH A MANNER TO COMPLY WITH ALL FEDERAL, STATE, AND LOCAL CODES FOR NOISE LEVELS, VIBRATIONS, OR ANY OTHER RESTRICTIONS WHILE REMOVING PAVEMENT OR FOR ANY OTHER CONSTRUCTION OPERATIONS WITHIN THIS CONTRACT TO BE INCLUDED IN THE RESPECTIVE ITEM OF WORK.

THE CONTRACTOR SHALL NOT ENTER UPON PRIVATE PROPERTY FOR ANY PURPOSE WITHOUT OBTAINING WRITTEN PERMISSION, AND HE/SHE SHALL BE RESPONSIBLE FOR PRESERVATION OF ALL PUBLIC PROPERTY, TREES, MONUMENTS, ETC. ALONG AND ADJACENT TO THE STREET AND/OR RIGHT OF WAY, AND SHALL USE EVERY PRECAUTION NECESSARY TO PREVENT DAMAGE OR INJURY THERETO. HE/SHE SHALL USE SUITABLE PRECAUTIONS TO PREVENT DAMAGE TO PIPES, CONDUITS, AND OTHER UNDERGROUND STRUCTURES AND SHALL PROTECT CAREFULLY FROM DISTURBANCE OR DAMAGE ALL MONUMENTS AND PROPERTY MARKERS UNTIL THE ENGINEER OR AUTHORIZED AGENT HAS WITNESSED OR OTHERWISE REFERENCED THEIR LOCATION AND SHALL NOT REMOVE THEM UNTIL DIRECTED.

THE CONTRACTOR SHALL BE REQUIRED TO NOTIFY THE LOCAL FIRE AND POLICE DEPARTMENTS 24 HOURS IN ADVANCE OF PROPOSED ROAD CLOSURES REQUIRED FOR WORK SUCH AS FOR PAVEMENT MARKINGS AND ROADWAY EXCAVATION.

UTILITIES

FOR PROTECTION OF UNDERGROUND UTILITIES AND IN CONFORMANCE WITH PUBLIC ACT 53, THE CONTRACTOR SHALL DIAL 1-800-482-7171, OR 811, A MINIMUM OF THREE FULL WORKING DAYS, EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS, PRIOR TO BEGINNING EACH EXCAVATION IN AREAS WHERE PUBLIC UTILITIES HAVE NOT BEEN PREVIOUSLY LOCATED. MEMBERS WILL THUS BE ROUTINELY NOTIFIED, THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE A PART OF THE "MISS DIG" ALERT SYSTEM. UTILITY LOCATIONS SHOWN ON THE PLANS ARE ONLY APPROXIMATE AND SHOULD BE LOCATED IN THE FIELD BEFORE EXCAVATING IN THE AREA.

SEE UTILITY SPECIAL PROVISION FOR UTILITY CONTACTS.

DRIVEWAY NOTE

PAVED DRIVE APPROACHES SHALL BE REMOVED FROM THE EDGE OF EXISTING ROAD TO LOCATION SHOWN ON PLANS AND SHALL BE RESTORED AS SHOWN ON PLANS OR AS DIRECTED BY THE ENGINEER.

DUST CONTROL

THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ON THIS PROJECT. IT SHALL BE UNDERSTOOD THAT WORK MAY TAKE PLACE IN RESIDENTIAL NEIGHBORHOOD. KEEPING DUST TO A MINIMUM IS HIGH PRIORITY AND WILL BE EXPECTED TO BE MAINTAINED ON A REGULAR BASIS. DUST CONTROL WILL BE CONSIDERED INCIDENTAL TO THE PROJECT.

SAWCUTS

THE CONTRACTOR SHALL SAWCUT THE EXISTING CONCRETE AND/OR HMA PAVEMENT AND DRIVEWAYS TO THE LIMITS OF PROPOSED CONSTRUCTION, TO MAKE A NEAT AND SMOOTH CONNECTION TO THE EXISTING PAVEMENT OR DRIVEWAY AS REQUIRED AND DIRECTED. THIS WORK WILL NOT BE PAID FOR SEPARATELY, BUT WILL BE CONSIDERED INCLUDED IN THE CONTRACT UNIT PRICE BID FOR OTHER REMOVAL ITEMS.

FLAGGING OPERATIONS

THE CONTRACTOR AND ANY SUBCONTRACTORS WHO WILL BE USING A FLAGGING OPERATION FOR THIS PROJECT SHALL BE REQUIRED TO PROVIDE SATISFACTORY DOCUMENTATION PROVING THAT THEY HAVE MET THE MINIMUM REQUIREMENTS SET FORTH IN SECTION 812 OF THE 2012 MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION. FAILURE TO PROVIDE DOCUMENTATION WILL RESULT IN THE ROAD AUTHORITY WITHHOLDING PAYMENT FOR FLAGGING OPERATIONS. FLAGGING OPERATIONS WILL BE CONSIDERED INCIDENTAL TO Traffic Control.

LAWN SPRINKLER SYSTEMS AND LANDSCAPING

OWNERS OF EXISTING LAWN SPRINKLER SYSTEMS AND/OR LANDSCAPING SHALL BE NOTIFIED (IN WRITING WITH A COPY SENT TO THE ENGINEER) BY THE CONTRACTOR TWO WEEKS IN ADVANCE OF ANY WORK TO BE DONE THAT WILL AFFECT THOSE SYSTEMS AND/OR LANDSCAPING. IF THE PROPERTY OWNER FAILS TO MARK AND/OR RELOCATE THE LAWN SPRINKLER SYSTEM PRIOR TO THE CONTRACTOR BEGINNING WORK, AND IF THE CONTRACTOR CUTS THE SYSTEM DURING CONSTRUCTION, THE CONTRACTOR SHALL CAP THE SYSTEM PIPE AND WITNESS THE LOCATION OF THE CAP WITH A WOODEN STAKE FOR THE RESIDENTS' USE. THE CONTRACTOR SHALL PLACE THE SALVAGED SPRINKLER HEADS ON THE PROPERTY OWNERS PROPERTY. IF THE PROPERTY OWNER FAILS TO RELOCATE THE LANDSCAPING PRIOR TO THE CONTRACTOR BEGINNING WORK, THE CONTRACTOR SHALL CAREFULLY SALVAGE THE LANDSCAPING ITEMS AND STOCKPILE THEM ON THE PROPERTY OWNERS PROPERTY FOR THE PROPERTY OWNER. ANY OTHER MODIFICATION TO THE LAWN SPRINKLER SYSTEMS AND/OR LANDSCAPING, IS THE RESPONSIBILITY OF THE OWNER AND IS NOT PART OF THIS CONTRACT. THIS WORK AND ALL REQUIRED COMMUNICATION AND COORDINATION WITH THE RESIDENT IS INCLUDED IN THE SHARED USE PATH, GRADING, MODIFIED PAY ITEM AND WILL NOT BE PAID FOR SEPARATELY

MISCELLANEOUS

RUBBISH COLLECTION SHALL NOT BE INTERFERED WITH BY CONTRACTOR'S OPERATIONS. IF ACCESS TO CERTAIN AREAS IS BLOCKED BY CONTRACTOR OPERATIONS, HE/SHE SHALL TRANSPORT THE RUBBISH THEMSELVES TO A LOCATION ACCESSIBLE TO COLLECTION CREWS.

ALL EXISTING MAILBOXES AFFECTED BY THE PROJECT SHALL BE TEMPORARILY RESET ALONG THE OWNER'S DRIVEWAY OR ALONG AN INTERSECTING STREET, BEYOND THE LIMITS OF CONSTRUCTION, AS DIRECTED BY THE ENGINEER. WHEN THE PROJECT IS COMPLETE, THE MAILBOXES SHALL BE RESET BY THE CONTRACTOR IN ACCORDANCE WITH LOCAL POSTAL REGULATIONS. THE REMOVAL OF EXISTING MAILBOXES, TEMPORARY RESETTING OF EXISTING MAILBOXES, AND FINAL PLACEMENT OF MAILBOXES ON NEW POSTS SHALL BE INCIDENTAL TO THE WORK.

AS DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL REPAIR OR REPLACE ANY MAILBOXES OR THEIR SUPPORTS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR. NO ADDITIONAL PAYMENT WILL BE MADE FOR THIS ACTIVITY.

ANY WATER VALVE BOXES LOCATED IN SIDEWALKS OR DRIVEWAYS THAT ARE TO BE REMOVED AND REPLACED SHALL BE ADJUSTED TO MEET PROPOSED ELEVATIONS. PVC PIPE SHALL BE PLACED AROUND WATER VALVE BOXES PRIOR TO PLACING NEW CONCRETE OR HMA MATERIAL. PAYMENT FOR ADJUSTING AND PVC SLEEVE SHALL BE INCLUDED IN THE GATE BOX ADJUST PAY ITEMS AND WILL NOT BE PAID FOR SEPARATELY.

PROPERTY CORNERS

ANY PROPERTY CORNERS INSIDE THE SLOPE STAKE LIMITS SHALL BE STAKED AND PROTECTED WITH RIBBON. THE REPLACEMENT OF ANY PROPERTY CORNERS UNNECESSARILY DESTROYED DURING CONSTRUCTION WILL BE THE FINANCIAL RESPONSIBILITY OF THE CONTRACTOR. RE-ESTABLISHMENT OF ALL MONUMENTS AND PROPERTY CORNERS WILL BE PERFORMED BY A LICENSED SURVEYOR.

SIDEWALK

THE CONTRACTOR SHALL ADHERE TO ALL ADA STANDARDS. THE CROSS-SLOPE OF ALL SIDEWALK, RAMPS, AND LEVEL LANDINGS SHALL NOT EXCEED 2%, PER ADA STANDARDS.

EARTHWORK & GRADING

ALL SOIL EROSION AND SEDIMENTATION CONTROLS SHALL BE IN ACCORDANCE WITH WASHTENAW COUNTY AND 2012 MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. THE CONTRACTOR SHALL FOLLOW LOCAL RULES AND REGULATIONS FOR SOIL EROSION AND SEDIMENTATION CONTROL FOR ALL MATERIALS THAT ARE DISPOSED OF OFF THE PROJECT SITE.

ALL NATURAL SOIL LEFT IN PLACE, IN CUT SECTIONS, SHALL BE COMPACTED TO NOT LESS THAN 95 PERCENT OF MAXIMUM UNIT WEIGHT TO A MINIMUM DEPTH OF 12 INCHES.

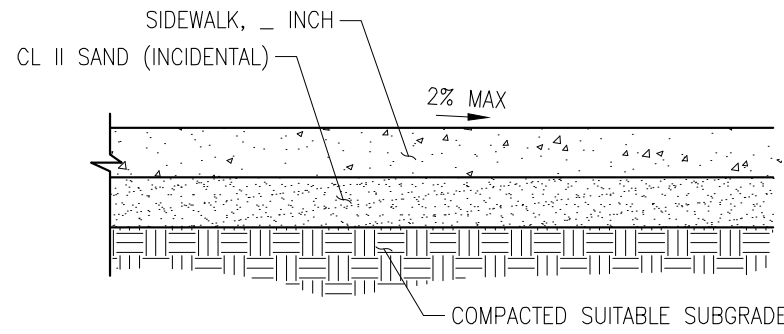
ALL SURPLUS AND UNSUITABLE MATERIAL FROM EARTH EXCAVATION NOT ABLE TO BE INCORPORATED INTO THE PROJECT SHALL BECOME THE PROPERTY OF THE CONTRACTOR FOR HIS/HER PROPER DISPOSAL OFFSITE.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE TEMPORARY STORAGE AREAS FOR EXCAVATED MATERIALS THAT THEY INTEND TO USE AS FILL MATERIAL IN OTHER AREAS. ANY EXTRA HANDLING OF EXCAVATED MATERIAL IS CONSIDERED INCIDENTAL TO THE PROJECT.

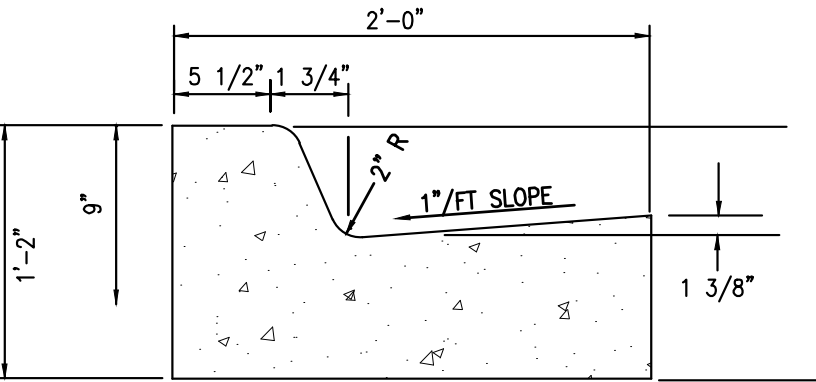
THROUGHOUT THE PROJECT NO UNDERCUTS OR TRENCHES SHALL BE LEFT OPEN OR UNBACKFILLED DURING EACH NIGHT OR NON-WORKING HOURS THAT ARE WITHIN 10' OF THE EDGE OF THE TRAVELED WAY.

MISCELLANEOUS QUANTITIES

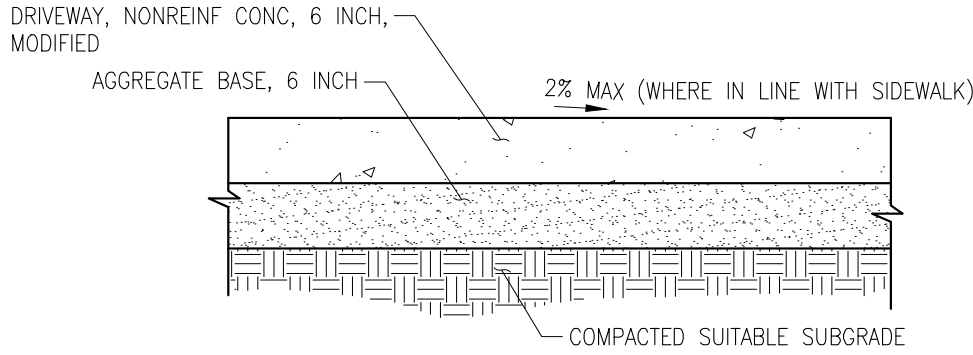
TOTAL	UNIT	DESCRIPTION
1	LSUM	Mobilization, Max
20	Ft	Sewer, Rem, Less than 24 inch
100	Ft	Curb and Gutter, Rem
112	Syd	Full Depth, Patch, Rem, Modified
112	Syd	Pav, Rem, Modified
8	Cyd	Trench Undercut and Backfill, Modified
19	Cyd	Subgrade Undercut and Refill, 21AA Limestone
39	Ton	Maintenance Aggregate, 21AA
1	Ea	Dr Structure Cover, Type K
1	Ea	Dr Structure Cover, Type Q
6	Ea	Sanitary Sewer Cover, Adj, Case 1
12	Ton	Hand Patching
100	Ft	Curb and Gutter, Conc, Det F4
1	LSUM	Traf Regulator Control
4	Ea	Sign, Rem and Reset



SIDEWALK, CONC, 1 INCH CROSS-SECTION

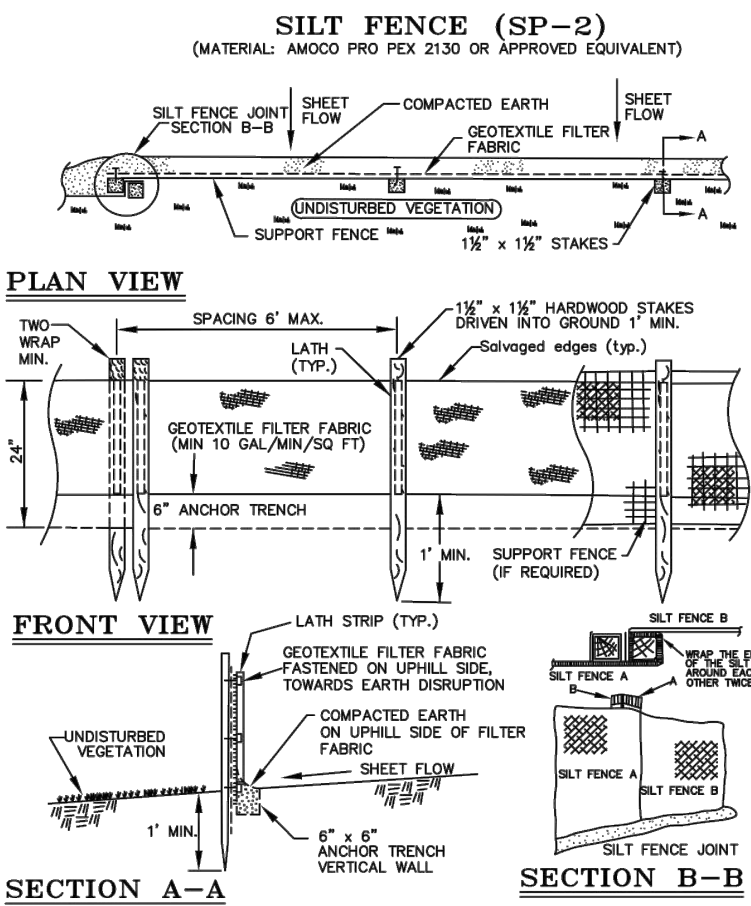


MDOT TYPE F4
CONCRETE CURB AND GUTTER DETAIL



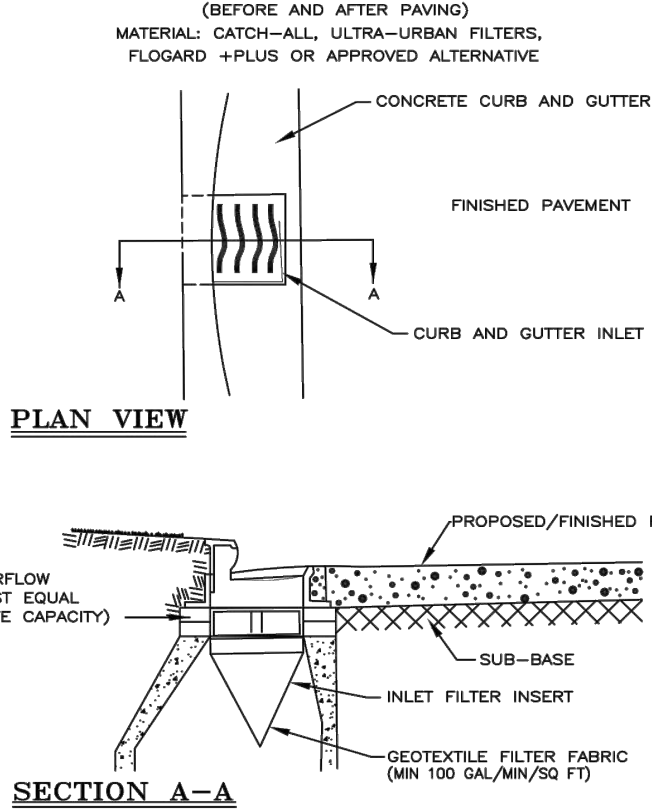
CONCRETE DRIVEWAY APPROACH CROSS-SECTION

ANTICIPATED PROJECT SCHEDULE	WEEK	WEEK	WEEK	WEEK	WEEK	WEEK	WEEK
	Jul-21	Aug-21	Sep-21				
MOBILIZATION	●		●				
INSTALLS SOIL EROSION MEASURES	●	●	●	●	●	●	●
OAKWOOD ST MILL AND OVERLAY WORK	●	●	●	●	●	●	●
SPRING ST TRACK REMOVAL WORK	●	●	●	●	●	●	●
SITE RESTORATION/CLEAN UP							
FINAL SEED/MULCH							
REMOVE SOIL EROSION MEASURES							
FINAL SITE CLEAN-UP							



SILT FENCE
NTS

CURB AND GUTTER INLET FILTER
ALTERNATIVE "A" (SI-4A)



INLET FILTER
NTS



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REVISIONS	

DATE	PROJ NUMBER	ENG	PROJ LEAD	CADD	COUNTY	CITY/TOWNSHIP	SCALE	PORTCAST	VERT DATUM
MM/DD/YYYY	000-000000	RJ		IT	FR	YPSILANTI	N, VA, NVA	VA	VA
CITY OF YPSILANTI OAKWOOD STREET REHABILITATION & SPRING STREET TRACK REMOVAL									
GENERAL NOTES									

SHEET	4
	OF 14

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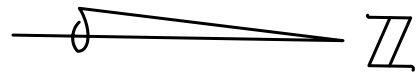
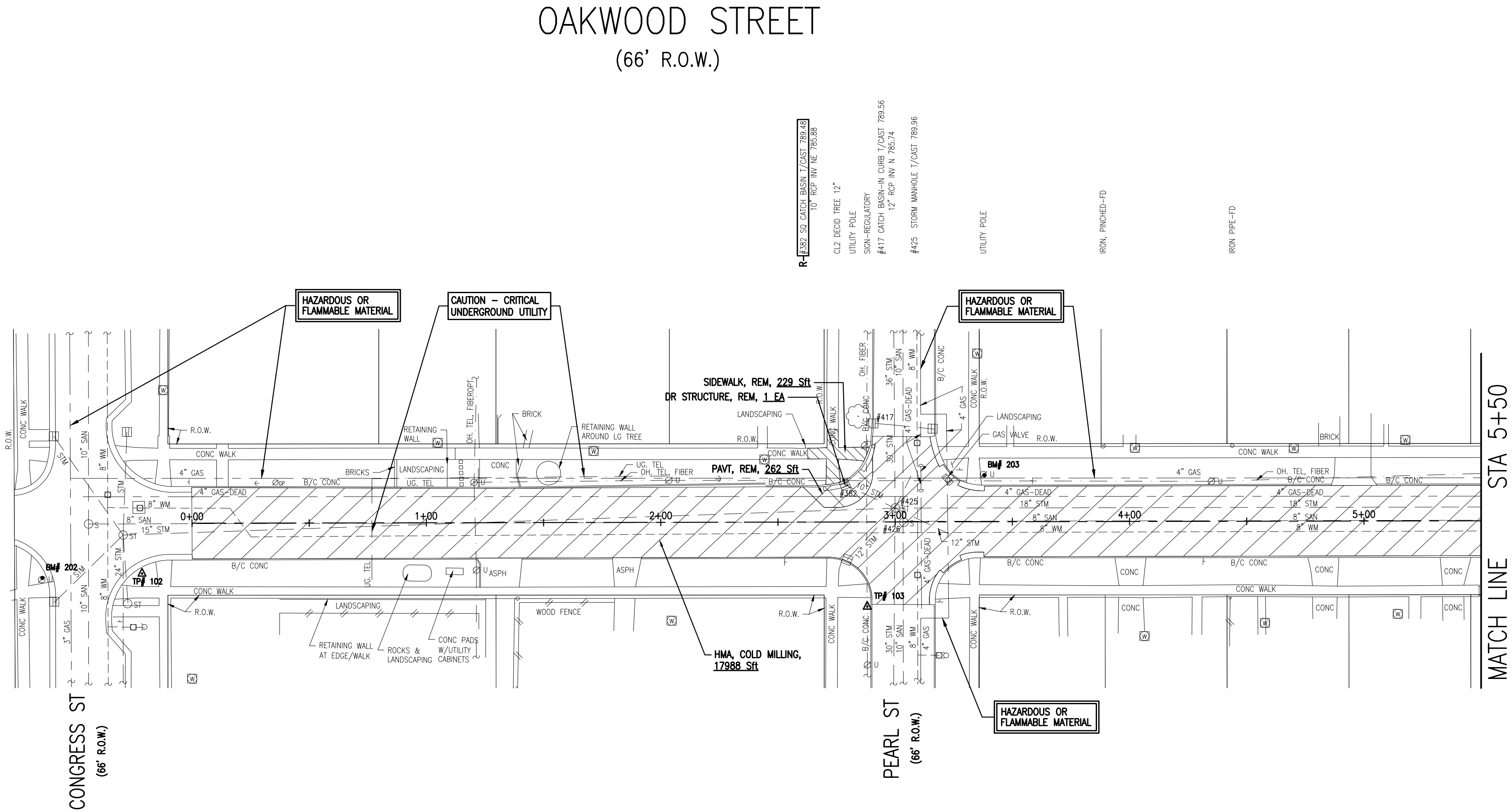
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JOB BENCHMARK #202
SET COTTON SPINDLE IN N FACE UTIL POLE
SE QUAD OAKWOOD & CONGRESS
ELEV 791.22

JOB BENCHMARK #203
SET COTTON SPINDLE IN E FACE UTIL POLE
NW QUAD OAKWOOD & PEARL
ELEV 790.86

TRAVERSE POINT #102
N 270921.06
E 13323143.57 ELEV 790.65

TRAVERSE POINT #103
N 271230.65
E 13323152.57 ELEV 790.45

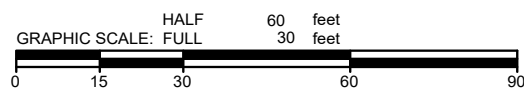


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QUANTITIES THIS SHEET		
TOTAL	UNIT	DESCRIPTION
1	Ea	Dr Structure, Rem
42	Ft	Curb and Gutter, Rem
26	Syd	Sidewalk, Rem
32	Syd	Pavt, Rem, Modified
2027	Syd	Cold Milling HMA Surface



Know what's below.
Call before you dig.

DATE	PROJ NUMBER	ENG	PROJ LEAD	COORD	COUNTY	CITY/VILLAGE/TOWNSHIP	SCALE	H	V	N/A	HOBE DATUM	VERT DATUM
MMW	000-0-0070	RJ	JT	PR	WASHTENAW	YPSILANTI	H: 1"=30'				NA	NA
CITY OF YPSILANTI OAKWOOD STREET REHABILITATION & SPRING STREET TRACK REMOVAL												
REMOVAL PLAN P.O.B. TO STA 5+50												

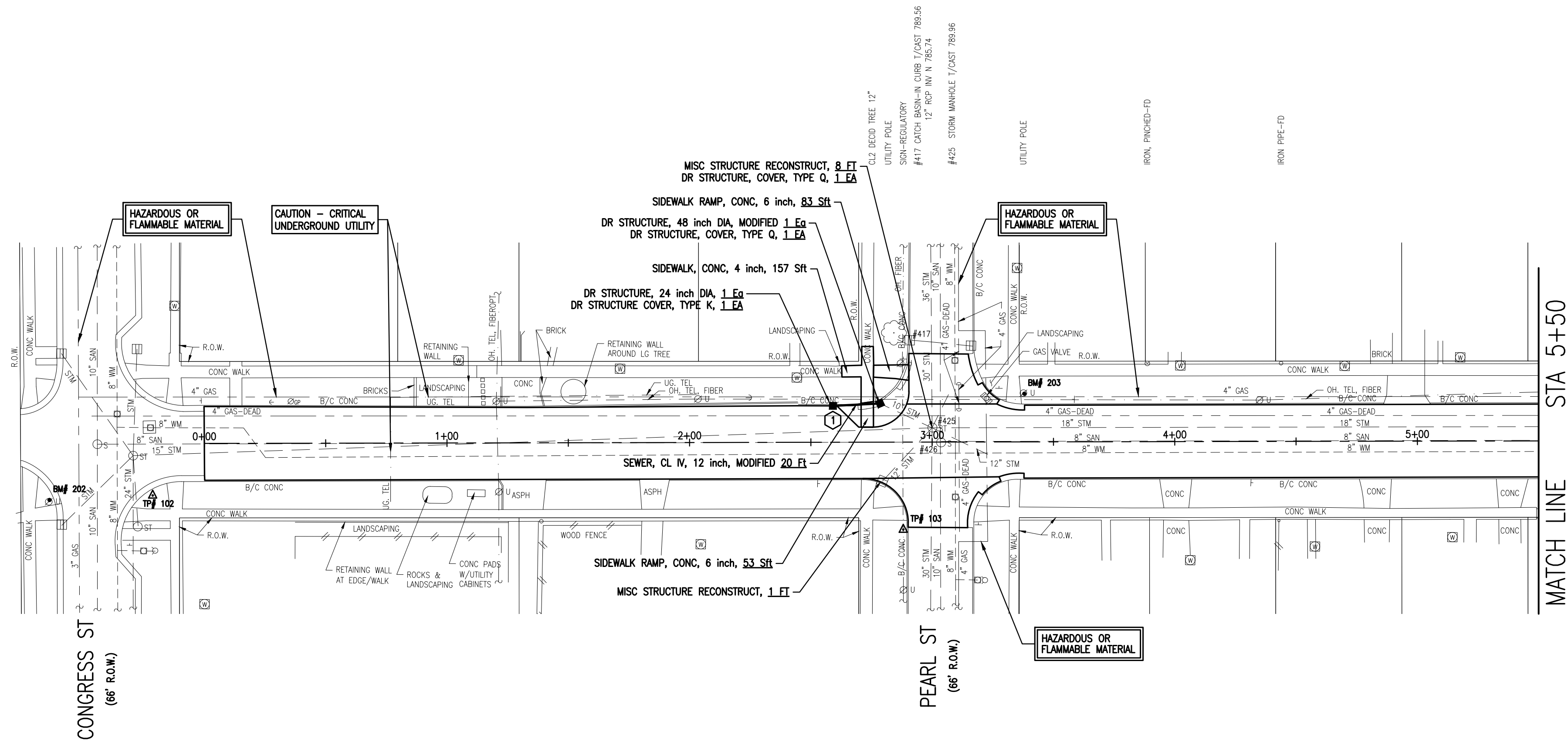
SHEET
OF 14

5

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JOB BENCHMARK #202	
SET SCOTTON SPINDLE IN N FACE UTIL POLE	
SE QUAD OAKWOOD & CONGRESS	
ELEV 791.22	
JOB BENCHMARK #203	
SET SCOTTON SPINDLE IN E FACE UTIL POLE	
NW QUAD OAKWOOD & PEARL	
ELEV 790.86	
TRAVERSE POINT #102	
N 270921.06	
E 13323143.57	ELEV 790.65
TRAVERSE POINT #103	
N 271230.65	
E 13323152.57	ELEV 790.45

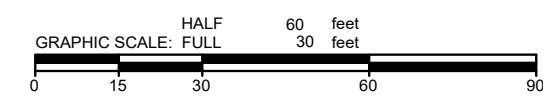
A horizontal line with a point on the left. A small vertical oval is drawn around the point. To the right of the point, the symbol $\mathbb{Z}$ is written.



1 STA 2+59.10, -15.3' L
DR STRUCTURE, 24 inch
T/CAST 789.50
12" INV N 786.00

382 STA 2+78.53, -16.3' L
EX SQUARE CB
T/CAST 789.48
12" INV NE 785.88
12" INV S 785.94

QUANTITIES THIS SHEET		
TOTAL	UNIT	DESCRIPTION
60	Ft	Curb and Gutter, Rem
40	Ft	Sewer, CL IV, 12 inch, Modified
1	Ea	Dr Structure Cover, Type K
1	Ea	Dr Structure Cover, Type Q
1	Ea	Dr Structure Cover, Modified
1	Ea	Dr Structure, 48 inch dia, Modified
29	Ton	HMA Approach
372	Ton	HMA, LVSP
60	Ft	Curb and Gutter, Conc, Det F4
10	Ft	Detactable Warning Surface
10	Ft	Curb Ramp Opening, Conc
137	Sft	Sidewalk Ramp, Conc, 6 inch
157	Sft	Sidewalk, Conc, 4 inch
56	Syd	Surface Restoration, Modified



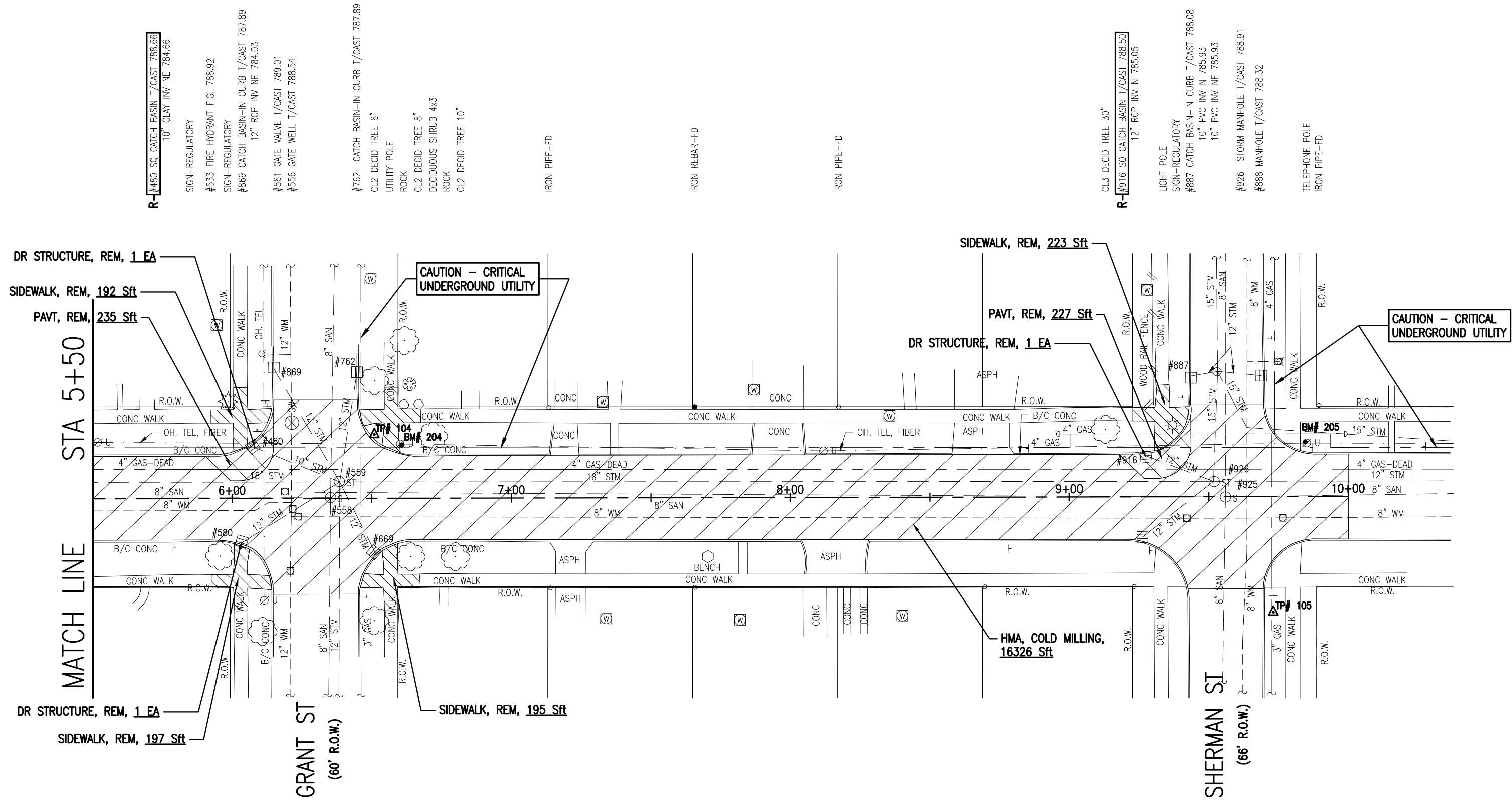
Know what's **below**.
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DATE	PROJECT#	DIS	PROJECT#	QSD	CONTR	CITY/ALLEG/ENR/SP	N	1"=30'	SCALE	WORKSHEET	REF. SHEET
11/11/11	0000-00000	02	27	PR	W&P/ENR	YPSILANTI				1104	1104

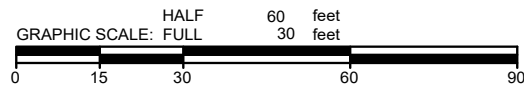
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DRAWING PATH: P:\0000_01\00004200070_Oakwood_Enhab_and_Track_Removal\Drawings\Civil\Removal\200709EM.dwg, May/04, 2021, 4:15pm

JOB BENCHMARK #204 SET COTTON SPINDLE IN E FACE UTIL POLE NW QUAD OAKWOOD & GRANT ELEV 789.69	
JOB BENCHMARK #205 SET COTTON SPINDLE IN S FACE TEL POLE NW QUAD OAKWOOD & SHERMAN ELEV 789.88	
TRAVERSE POINT #104 N 271592.39 E 13323085.20	ELEV 789.24
TRAVERSE POINT #105 N 271915.63 E 13323144.73	ELEV 788.78



QUANTITIES THIS SHEET		
TOTAL	UNIT	DESCRIPTION
3	Ea	Dr Structure, Rem
100	Ft	Curb and Gutter, Rem
105	Syd	Sidewalk, Rem
67	Syd	Pavt, Rem, Modified
2	Ea	Structures, Rem, Modified
1817	Syd	Cold Milling HMA Surface





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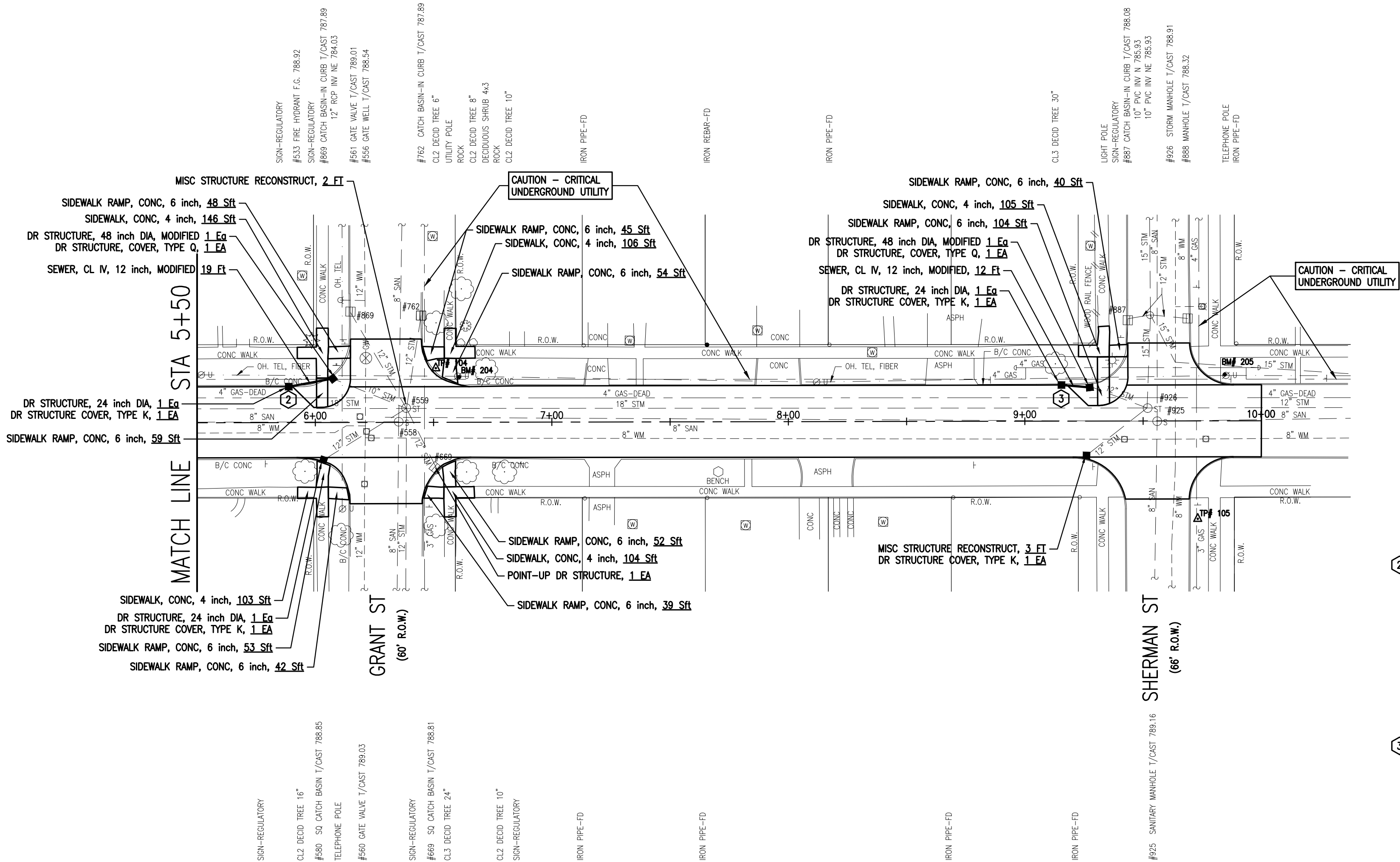
DATE	PROJECT NUMBER	ENG	PROJ LEAD	COORD	COUNTY	CITY/VILLAGE/TOWNSHIP	SCALE	V.	N/A	VERT DATUM
MM/DD/YYYY	000-000000	00	00	00	00	00	00	00	00	00
CITY OF YPSILANTI OAKWOOD STREET REHABILITATION & SPRING STREET TRACK REMOVAL REMOVAL PLAN STA 5+50 TO P.O.E.										

SHEET	7
OF 14	

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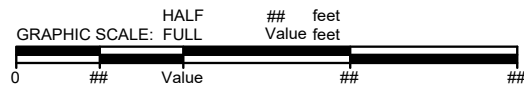
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JOB BENCHMARK #204 SET COTTON SPINDLE IN E FACE UTIL POLE NW QUAD OAKWOOD & GRANT ELEV 789.69	
JOB BENCHMARK #205 SET COTTON SPINDLE IN S FACE TEL POLE NW QUAD OAKWOOD & SHERMAN ELEV 789.88	
TRAVERSE POINT #104 N 271592.39 E 13323085.20	ELEV 789.24
TRAVERSE POINT #105 N 271915.63 E 13323144.73	ELEV 788.78



- 2 STA 5+88.79, -15.5' L
DR STRUCTURE, 24 inch
T/CAST 788.96
12" INV N 784.86
- 480 STA 6+07.43, -19.0' L
EX SQUARE CB
T/CAST 788.82
12" INV N 784.66
12" INV S 784.76
- 3 STA 9+15.50, -15.6' L
DR STRUCTURE, 24 inch
T/CAST 788.60
12" INV N 784.60
- 916 STA 9+27.45, -14.6' L
EX SQUARE CB
T/CAST 788.50
12" INV N 785.05
12" INV S 784.48

QUANTITIES THIS SHEET		
TOTAL	UNIT	DESCRIPTION
111	Ft	Curb and Gutter, Rem
5	Ft	Misc Structure Reconstruct
38	Ft	Sewer, CI IV, 12 inch, Modified
1	Ea	Point-Up Dr Structure
4	Ea	Dr Structure Cover, Type K
2	Ea	Dr Structure Cover, Type Q
2	Ea	Dr Structure, 48 inch dia, Modified
60	Ton	HMA Approach
348	Ton	HMA, LVSP
111	Ft	Curb and Gutter, Conc, Det F4
545	Sft	Sidewalk Ramp, Conc, 6 inch
559	Sft	Sidewalk, Conc, 4 inch
59	Syd	Surface Restoration, Modified



CITY OF YPSILANTI
OAKWOOD STREET REHABILITATION & SPRING STREET TRACK REMOVAL
CONSTRUCTION PLAN
STA 5+50 TO P.O.E.

SHEET
8
OF 14



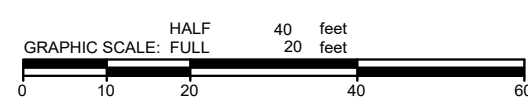
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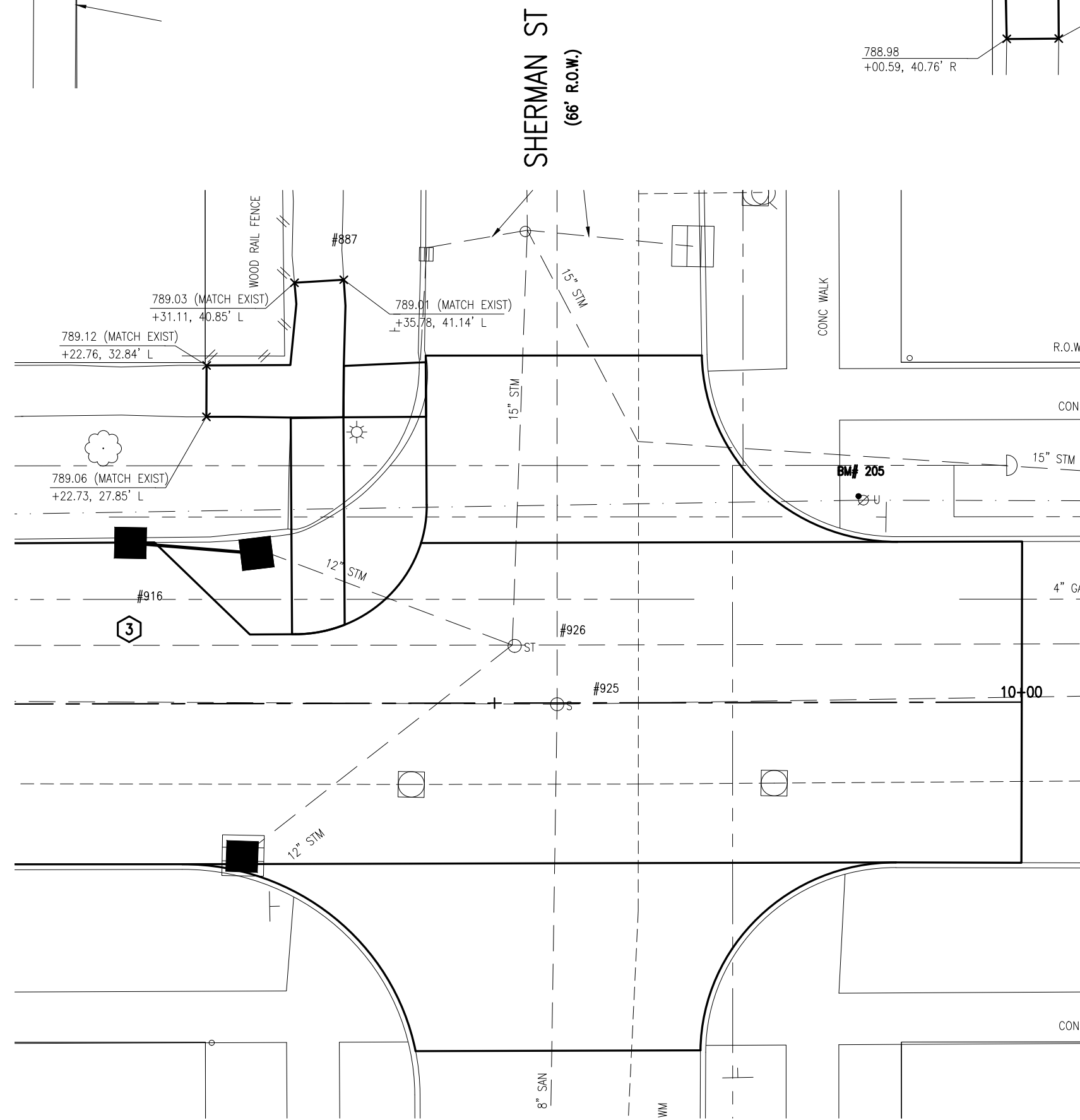
QUANTITIES THIS SHEET		
TOTAL	UNIT	DESCRIPTION
212	Ft	Track, Rem
256	Syd	Pavt, Rem, Modified
2	Ea	Structures, Rem, Modified
2	Ea	Erosion Control, Inlet Protection, Fabric Drop
150	Ft	Erosion Control, Silt Fence
278	Syd	Aggregate Base, 10 inch, Modified
53	Syd	Aggregate Base, 6 inch, Modified
135	Ton	HMA, 4E3
68	Ton	HMA, 5E3
55	Syd	Driveway, Nonreinf Conc, 6 inch, Mod
30	Ft	Driveway Opening, Conc, Det M
250	Sft	Sidewalk, Conc, 6 inch
50	Ft	Pavt Mrkg, Polyurea, 4 inch, White
200	Ft	Pavt Mrkg, Polyurea, 4 inch, Yellow
37	Syd	Surface Restoration, Modified



Know what's below.
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[illegible]

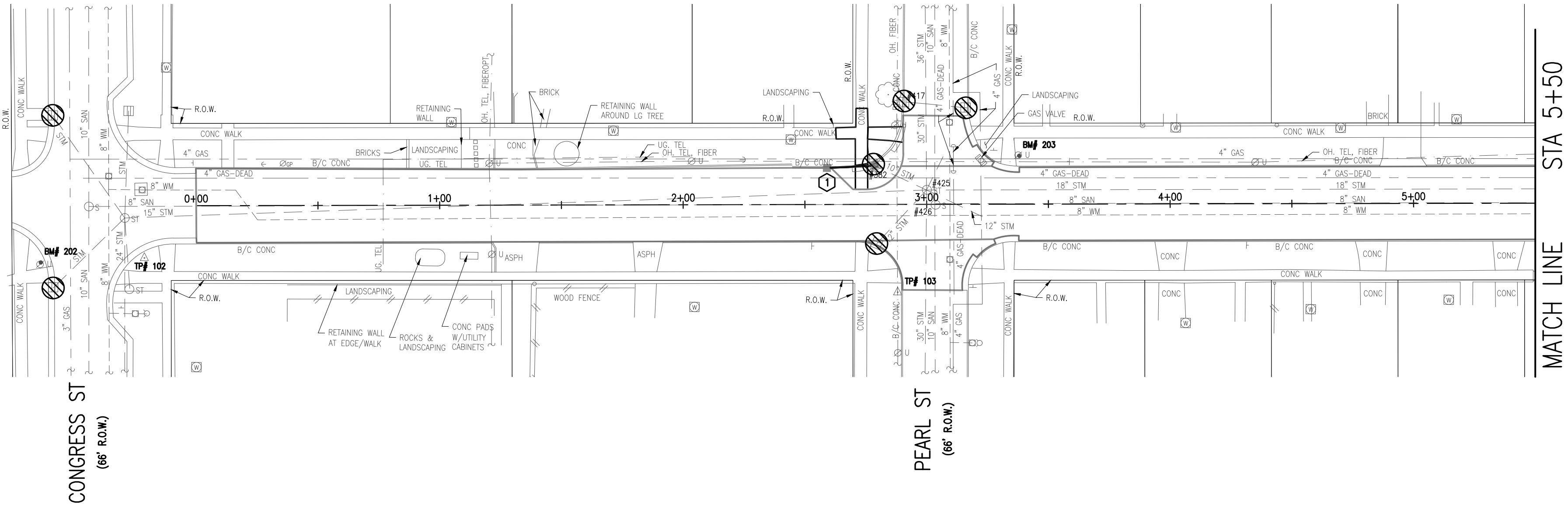
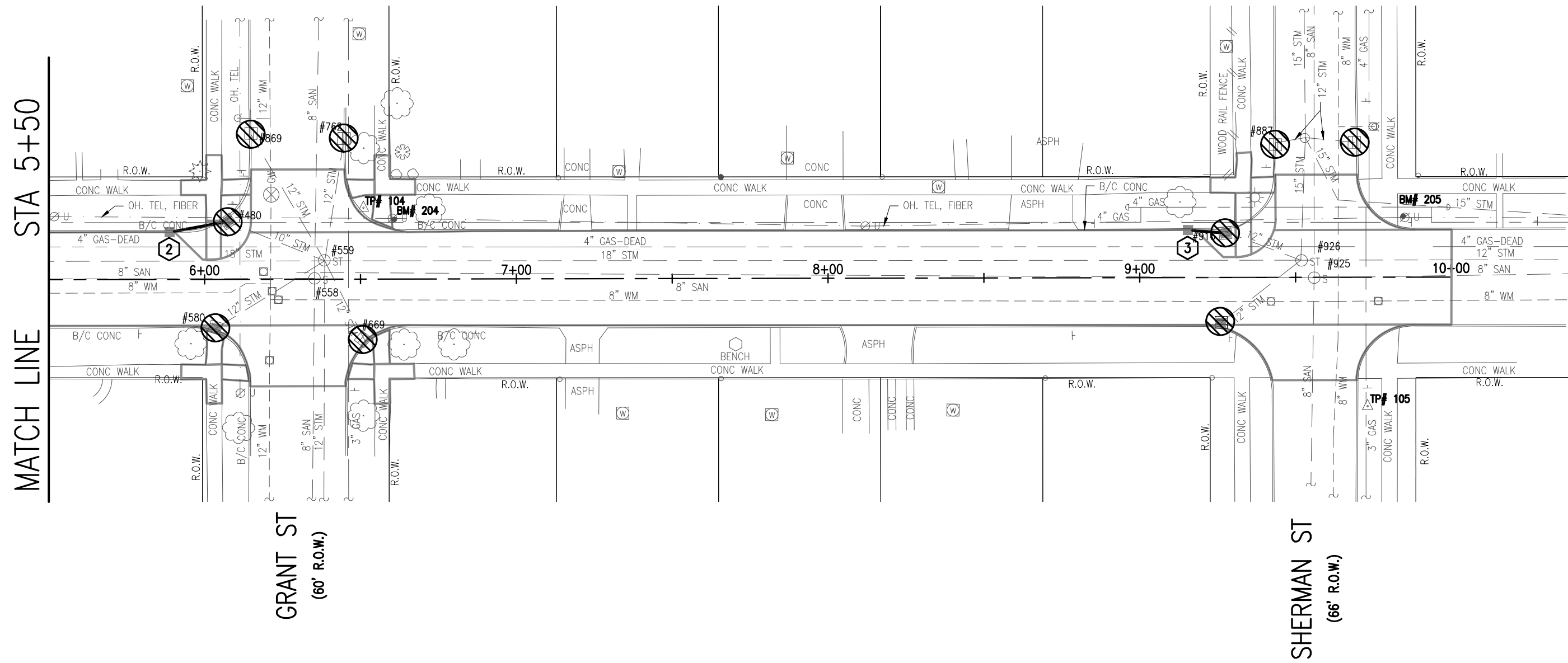
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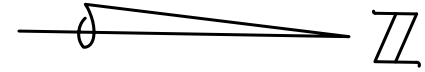
CITY OF YPSILANTI
OAKWOOD STREET REHABILITATION & SPRING STREET TRACK REMOVAL
DETAILED GRADING PLAN
P.O.B. TO STA ###

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DRAWING PATH: P:\0000_01\00004\20070_Oakwood_Enhab_and_Track_Removal\Drawings\Civil\Misc\200705SEC.dwg May 04, 2021 - 4:55pm

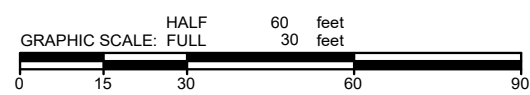


OAKWOOD STREET
(66' R.O.W.)



QUANTITIES THIS SHEET		
TOTAL	UNIT	DESCRIPTION
15	Ea	Erosion Control, Inlet Protection, Fabric Drop

- LEGEND
- MDOT SOIL EROSION SPEC.
 - INLET FILTER
 - GEOTEXTILE SILT FENCE
 - CHECK DAM





ARCHITECTS ENGINEERS PLANNERS

34000 Plymouth Road
Livonia, MI 48150
P (734) 522-6711 | F (734) 522-6427

OHM-ADVISORS.COM

DATE	PROJECT NUMBER	ENG	PROJ NUMBER	CADD	COUNTY	CITY/VILLAGE/TOWNSHIP	SCALE	H	V	NA	HORIZ. DATUM	VERT. DATUM
MM/DD/YYYY											Value	Value
CITY OF YPSILANTI OAKWOOD STREET REHABILITATION & SPRING STREET TRACK REMOVAL SOIL EROSION & SEDIMENTATION CONTROL												

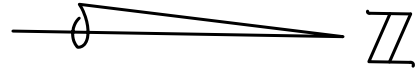
SHEET	11
	OF 14

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DRAWING PATH: P:\0000_01\0000420070_Oakwood_Enhab_and_Track_Removal\Drawings\Civil\PMIS\2007\PMIS.dwg May 04, 2021 - 4:57pm

JOB BENCHMARK #202	
SET COTTON SPINDLE IN N FACE UTIL POLE	
SE QUAD OAKWOOD & CONGRESS	ELEV 791.22
JOB BENCHMARK #203	
SET COTTON SPINDLE IN E FACE UTIL POLE	
NW QUAD OAKWOOD & PEARL	ELEV 790.86
TRAVERSE POINT #102	
N 270921.06	
E 13323143.57	ELEV 790.65
TRAVERSE POINT #103	
N 271230.65	
E 13323152.57	ELEV 790.45

OAKWOOD STREET
(66' R.O.W.)

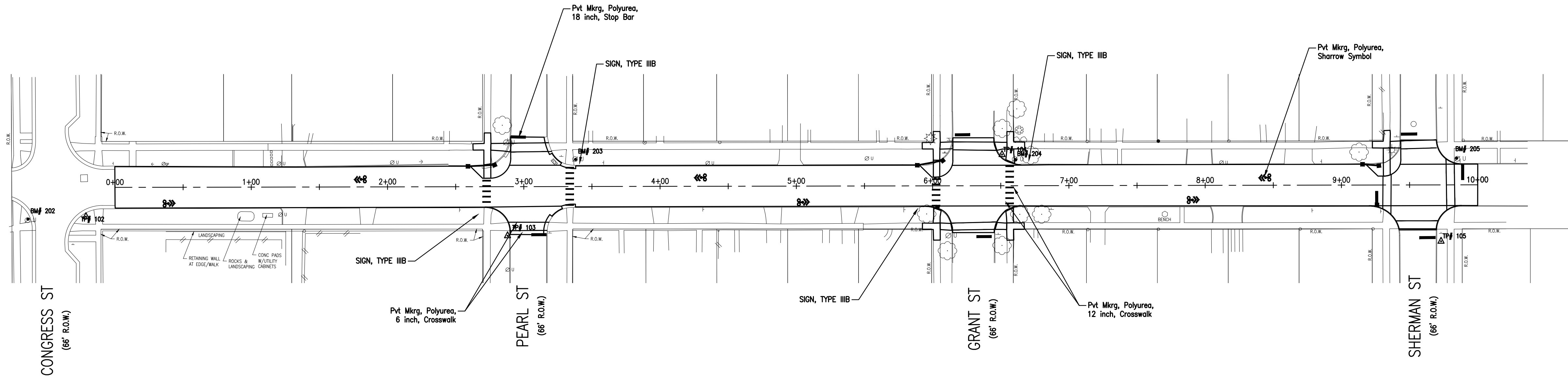




ARCHITECTS ENGINEERS PLANNERS

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Livonia, MI 48150
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SIGN	SIGN DESIGNATION
	W11-2 (30"x30") 6.25 Slt TYPE III B 1-3/4" STEEL POST (16 Ft)
	W16-7PL (24"x12") Slt, TYPE IIIB

QUANTITIES THIS SHEET		
TOTAL	UNIT	DESCRIPTION
33	Slt	Sign, Type IIIB
480	Ft	Pavt Mkg, Polyurea, 6 inch, Crosswalk
290	Ft	Pavt Mkg, Polyurea, 12 inch, Crosswalk
100	Ft	Pavt Mkg, Polyurea, 18 inch, Stop Bar
6	Ea	Pavt Mkg, Polyurea, Sharrow Symbol



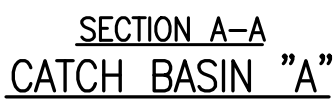
DATE	PROJ NUMBER	ENG	PROJ LEAD	CAUD	COUNTY	CITY/LOCAL JURISDICTIONSHIP	SCALE	VERT DATUM	REVISIONS
MM/	000-0-0000	00	00	00	00	00	00	00	
CITY OF YPSILANTI OAKWOOD STREET REHABILITATION & SPRING STREET TRACK REMOVAL PAVEMENT MARKING PLAN P.O.B. TO STA ####									

SHEET	12
OF 14	

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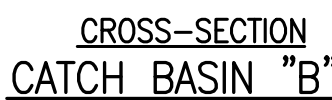
NOTE:
1. ALL VERTICAL HOLES IN CONCRETE BLOCK STRUCTURE WALL SHALL BE COMPLETELY FILLED WITH MORTAR. ALL VERTICAL WALL JOINTS SHALL BE CEMENT POINTED.



NOTE:
1. STANDARD INLET WILL BE USED ONLY WHEN OUTLETTING TO A STRUCTURE HAVING A SUMP OR WHEN OUTLETTING TO A DITCH



STANDARD INLET



NOTE:

1. PRECAST UNITS SHALL MEET THE REQUIREMENTS SPECIFIED BY A.S.T.M. C-478-68. ALL MANHOLE TEE SECTIONS SHALL BE REINFORCED TO A.S.T.M. C-76, CLASS IV SPECIFICATIONS

H DIMENSION									
I.D.	42"	48"	54"	60"	66"	72"	78"	84"	OVER 84"
H	13"	6 1/2"	6 1/2"	1"	1 3/4"	2 1/2"	4"	6"	7"



TYPICAL CONNECTIONS TO EXISTING SEWERS



NOTE:
1. M.D.O.T. GRANULAR MATERIAL CLASS II PLACED IN 6" LAYERS AND COMPACTED TO A MINIMUM OF 95% OF ITS MAXIMUM UNIT WEIGHT TO A HEIGHT OF 12" ABOVE THE TOP OF THE SEWER LEAD.



CROSSING DETAILS

NOTE:
1. WHEN UNSTABLE GROUND CONDITIONS ARE ENCOUNTERED STONE, SLAG OR DRY MIX CONCRETE SHALL BE USED TO BACKFILL THE TRENCH TO A HEIGHT 12" ABOVE THE TOP OF THE SEWER LEAD.





REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ron Akers
DATE: June 1, 2021
SUBJECT: Oakwood Street Rehabilitation & Spring St. Track Removal –
Construction Engineering Services

DESCRIPTION:

Oakwood Street Rehabilitation & Spring St. Track Removal – Construction Engineering Services

SUMMARY:

The City of Ypsilanti will be considering the Oakwood Street Rehabilitation & Spring St Track Removal project at the June 1, 2021 City Council meeting. If a contract is awarded the City will need to enter into an agreement to provide construction engineering services for the project. To proceed, the City's contract Engineer OHM, has submitted a proposal to provide construction engineering services. These services include: Survey Staking Services, Contract Administration Services, Observation Services, Construction Engineering Services, and Geotechnical and Materials Testing. Greater detail as to what these services entail is listed in the attached proposal letter.

Construction engineering and administration are a typical component of a project and it acts as a quality control to the project ensuring that the work is completed properly.

The proposal for construction engineering is \$42,850 which is below our budgeted amount of \$45,000. The construction engineering cost is approximately 14.8% of construction costs which is in line with industry standards.

RECOMMENDED ACTION:

Staff recommends City Council approve the proposal from OHM for construction engineering services for an amount not to exceed \$42,850.

ATTACHMENTS: Engineer Proposal Letter

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2021-116
June 1, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City is considering awarding a contract for a rehabilitation project on Oakwood from Sherman to Congress and to remove the railroad tracks on Spring St; and,

WHEREAS, if a contract is awarded construction engineering services will need to be provided to ensure quality control measures are met; and,

WHEREAS, the City engineer OHM has prepared a proposal to provide such services;

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti approves the proposal from OHM for construction engineering services for an amount of \$42,850.

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

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
1 day of June 2021

#Resolution No. 2021-116

ARCHITECTS. ENGINEERS. PLANNERS.



May 26, 2021

Ron Akers, AICP
Director of Public Services
City of Ypsilanti
14 W. Forest Ave.
Ypsilanti, MI 48197

Subject: Proposal for Construction Phase Engineering Services
Oakwood St. Rehabilitation & Spring St Track Removal

Dear Mr. Akers:

Orchard, Hiltz & McCliment, Inc. (OHM) is pleased to submit this proposal for construction phase engineering services for Oakwood St. Rehabilitation & Spring St. Track Removal project located in the City of Ypsilanti.

PROJECT UNDERSTANDING

OHM understands that this project consists of both road improvements along Oakwood Street from Congress St. and Sherman St. and an at-grade railroad track removal on Spring Street. Oakwood Street improvements will consist of a 2-inch mill and overlay, with bump outs added on the southwest corner of the intersections and associated storm sewer and ADA sidewalk upgrades. It is further understood that this project is to be funded with Washtenaw County Millage funds and OHM is asked to perform construction services on behalf of the City of Ypsilanti for oversight of the construction work.

SCOPE OF SERVICES

Survey Staking Services includes the OHM Survey Department to provide survey staking at the proposed bump outs, ADA ramps, and storm sewer along Oakwood Street and the pavement rehabilitation on Spring Street. We assume two (2) full days of staking will be required.

Contract Administration Services shall consist of the utilization of Field Advisor software to track pay estimates and project pay quantities, materials used and testing results. Information tracked will be used in the resolution of claims and/or contract document interpretation along with reviews of project schedules to monitor compliance with deadlines. These services shall also include project closeout, consisting of final pay estimate preparation, obtaining closeout documents required from the contractor and a balancing change order reflecting all increases, decreases, credits and/or extras to the contract. The specific tasks included in construction administration include:

- ▶ Arrange and conduct a preconstruction meeting and progress meetings needed to carry out the services required by the City. Prepare and distribute minutes of all meetings.

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



- ▶ Provide appropriate coordination with local agencies, public utilities, local police, fire, and emergency services impacted by the Project.
- ▶ Notify the City immediately of any unanticipated conditions and any changes, extras, or adjustments to the contract before processing a Work Order and/or Recommendation.
- ▶ Resolve problems, issues, discrepancies, or other items brought to our attention by the Contractor or City. Provide written documentation of the resolution of such issues. Keep the City informed of all such issues.
- ▶ Represent the City as the Project Engineer on claims and time extensions of time requests filed on behalf of the Construction Contractor and/or Subcontractor on the Project against the City. OHM, in accordance with the Contract Documents.

Observation Services shall consist of full-time observation of the work progress by the Contractor(s) on days when critical items of work are performed. Daily field reports (IDR's) will be prepared documenting pay item quantities and the general work progress for the day. OHM will answer residents' questions and attempt to resolve complaints daily during construction. OHM will also interact with the Contractor's supervisory personnel to notify them when work is unacceptable and in need of correction, or removal and replacement of specific work elements if the situation warrants. The specific tasks include:

- ▶ Perform site observations for the Project consistent in accordance with the Specifications, Plans, Proposal, the Michigan MDOT Construction Manual, the Materials Sampling Guide, and all other applicable references, guidelines, and/or procedures manuals. We are expecting a total of 5 weeks of construction. Three weeks will require full time construction observation during critical items of work, (one person at 40 hours per week) and two weeks of part time construction observation during restoration and non-critical path, (one person at 20 hours per week), for a total of 160 hours.
- ▶ Keep daily diaries, sketches, logs, and records as may be needed to record the Contractor's progress. Notify the Project Engineer of any anticipated Contractor's requests for extensions of time.
- ▶ Provide observation of all Contractor field construction work, provide quality control, and confirm substantial conformance with the Specifications, Plans, and Proposal. Arrange for non-compliant work to be made whole by the Contractor or to find the non-compliance work acceptable to the City.
- ▶ Complete a final inspection of all work, or such portions thereof eligible for acceptance, after notification by the Contractor that the work is completed or after OHM'S records show the work is completed. The final inspection shall include notifying the Contractor in writing of defects to be remedied if work is not acceptable.
- ▶ Confirm the work has been performed in accordance with the plans and specifications, or such modifications, and recommend acceptance of the Project.

Construction Engineering Services shall consist of the supervision of the construction inspection staff to provide appropriate project staffing and project documentation. The specific tasks include:

- ▶ Shop drawing review.



- ▶ Resolution of construction issues/problems which may arise, review and recommendations to the City regarding claims from the contractor(s) including preparation of change orders if required, complaint resolution, review of project progress for compliance with approved schedule and recommendations to the City for penalties and/or changes in the time of completion of projects.
- ▶ OHM shall coordinate the efforts of materials testing by G2 Consulting Group and review materials testing reports to check for compliance with contract documents and make appropriate recommendations (when needed) to the City.
- ▶ OHM will develop and coordinate with the City, draft letters to the area businesses and residents at the start of construction and, when needed, send out letters when there are changes in construction sequences or schedule. Letters shall be mailed by the City.
- ▶ Measure, compute quantities, and provide appropriate documentation of materials incorporated in work items. Maintain an item history using Field Advisor.
- ▶ Track failed material tests and notify the Contractor.
- ▶ Field measure applicable items of work. Prepare final summaries for applicable items of work.

Geotechnical and Materials Testing is included and will be performed by G2 Consulting. Material testing will include testing of materials in accordance with MDOT requirements.

FEE SCHEDULE

OHM Advisors proposes to provide the above outlined professional services on an hourly – not to exceed basis, in accordance with the terms and conditions in the continuing services agreement between the City and OHM. Invoices will be sent monthly as work is performed:

Professional Construction Phase Services	\$42,850
TOTAL	\$42,850 (Hourly – Not to Exceed)

ADDITIONAL SERVICES

OHM will be pleased to provide any of the following additional services for this project on a time and material basis. A separate proposal would be provided for such services.

- ▶ Record Drawing Preparation
- ▶ Storm sewer GIS updates
- ▶ Additional geotechnical services
- ▶ Any other requested meetings or services not specifically described in this scope of work

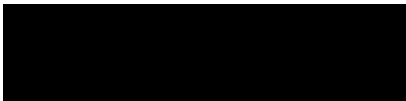


AUTHORIZATION

If you find this proposal acceptable, please provide us authorization to proceed by signing the proposal below and returning it to us. We appreciate the opportunity to provide you with this proposal. Please feel free to contact us if you have any questions or need any additional information at (734) 522-6711.

Sincerely,

OHM Advisors



G. John Tanner, PE
Project Manager

cc: Frances McMullan, City Manager; file
Rachel Jackson, PE, OHM Advisors
Kent Early, PE, OHM Advisors

Accepted for City of Ypsilanti

(Signature)

(Printed Name)

(Title)

(Date)



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ron Akers
DATE: June 1, 2021
SUBJECT: Resolution to allow a mural in tribute to the Black Lives Matter Movement in Riverside Park

DESCRIPTION:

Resolution to allow a mural in tribute to the Black Lives Matter Movement in Riverside Park

SUMMARY:

At their February 16, 2021 meeting, City Council approved a resolution allowing the painting of a mural on South Washington Street in tribute to the Black Lives Matter Movement. The group who is painting the mural has reached out to the City regarding the potential to paint a second mural in the Depot Town area and is requesting to paint the mural on the driveway leading into Riverside Park.

RECOMMENDED ACTION:

Staff recommends allowing the painting of a mural in the driveway entrance to Riverside Park so long as the timing and materials are coordinated and approved by the Department of Public Services.

ATTACHMENTS: Image of potential mural

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2021-117
June 1, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti recognized that racism is a public health crisis affecting our entire country in June 2020; and,

WHEREAS, local residents have presented a plan to paint a second mural in tribute to the Black Lives Matter Movement on the driveway leading into Riverside Park.

NOW THEREFORE BE IT RESOLVED THAT, the Ypsilanti City Council approve proceeding with Triche' Duckworth and Trevor Stone to paint a mural in tribute to the Black Lives Matter Movement on the driveway leading into Riverside Park and have the project overseen by the Department of Public Services.

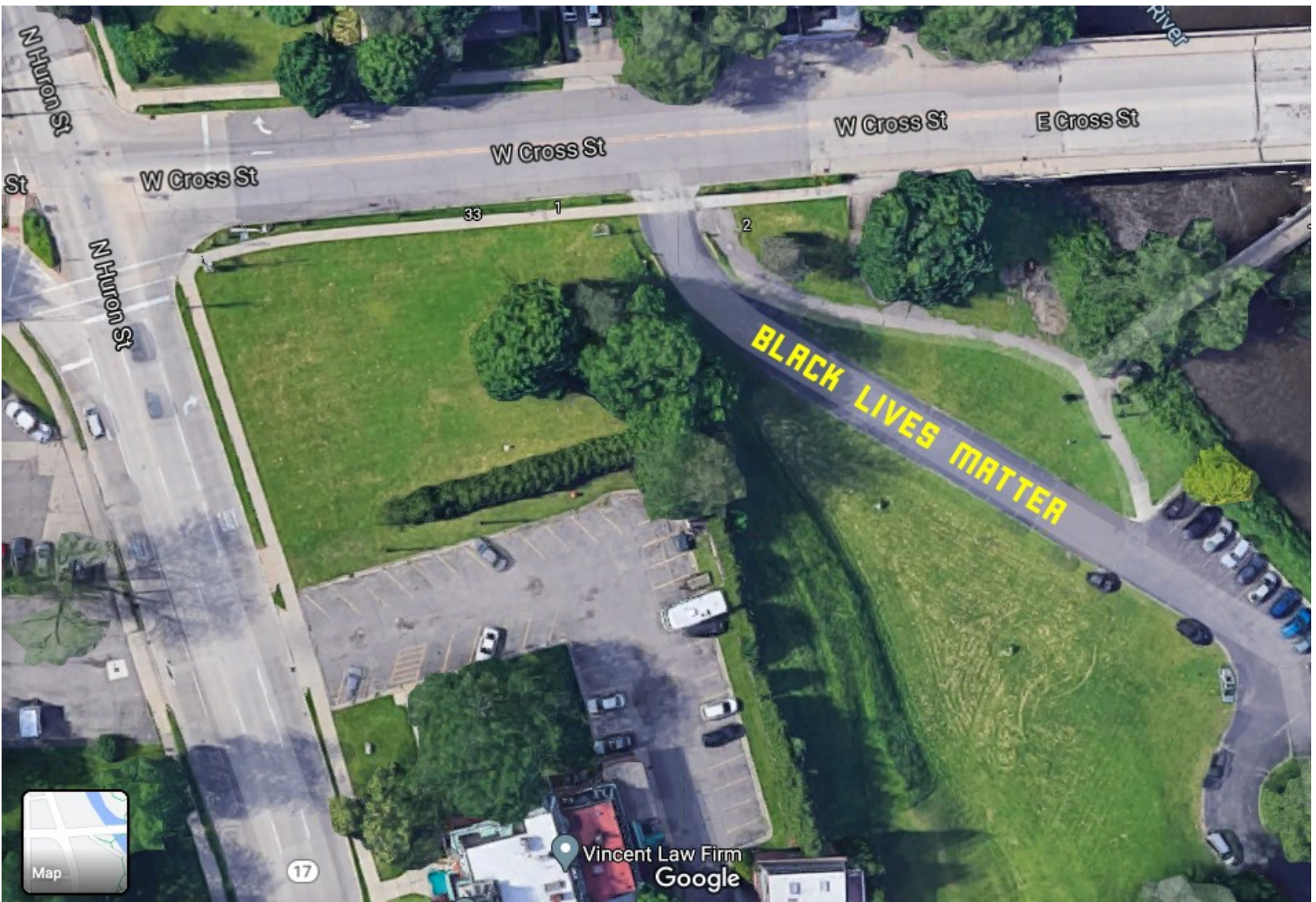
OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
1 day of June 2021

#Resolution No. 2021-117





REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Bonnie Wessler
DATE: June 1, 2021
SUBJECT: Passport Parking Contract Amendments

DESCRIPTION:

Passport Parking Contract Amendments

SUMMARY:

Currently, we are contracted with Passport Parking to provide for mobile space payment, permit administration, and enforcement. There are two contract amendments before you. The first would reduce the cost of permit administration from \$500 for the first 100 permits (\$1.25/permit) then \$1/permit thereafter per billing period, to simply \$1/permit/period. The other lowers the fee per ticket paid online to match current practice; the existing agreement calls for a fee of \$2.95/ticket when the ticket is lower than \$100, or 4% for tickets \$100 or more; this would change that to a flat \$2.95 per ticket.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Amendments to Passport contract

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2021-118
June 1, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City has an existing contract with Passport Parking that provides for permit administration and online ticket payment;

WHEREAS, these amendments to the existing contract would lower the per-permit cost to the City as well as the fees associated with paying certain tickets online;

NOW THEREFORE BE IT RESOLVED, THAT that the Ypsilanti City Council approve the attached amendments to the existing contract, and authorizes the City Manager to sign it.

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
1 day of June 2021

#Resolution No. 2021-118



Item		Price (\$USD)
Digital Permits	→ Mobile-Optimized Pay Website	Fee: \$1.00 per permit/per month/paid by the permit holder
	→ Permit Rate adjustment	
	→ Zone and Rate Setup and Testing for new permit types	
	→ User role creation and setup if needed	
	→ Ongoing upgrades and enhancements	
Payment Processing	Gateway → Passport Gateway	\$0.05/transaction
	Merchant Processing → Secure Payment Processing	2.9% + \$0.25/transaction
Service Delivery		
Client Support	→ Product Support Specialists for technical support 7 days a week → Product Support Specialists to adjust the parking permit fees → Dedicated Client Success Manager	Included



REQUEST FOR LEGISLATION

TO:**FROM:** Ron Akers**DATE:** June 1, 2021**SUBJECT:** Small Cell Wireless Application 2021-002

DESCRIPTION:

Small Cell Wireless Application 2021-002

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 a site 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. 417 Pearl

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 this location.

ATTACHMENTS: Application, plans.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



City of Ypsilanti
Department of Public Services

14 W Forest St • Ypsilanti, MI 48197
Phone: (734) 483-1421 • Fax: (734) 483-1018
www.cityofypsilanti.com

Excavation &/or ROW
Fee per location:
\$60

Utility Fee per
location:
\$70

(VZW-40211)

EXCAVATION / RIGHT-OF-WAY PERMIT APPLICATION

§94-32

Applicant

Contact Name
Verizon Wireless/David Haslinger
Address
24242 Northwestern Hwy.
City, State, ZIP
Southfield, MI 48075
Phone / Fax or Email
248-672-9698

Contractor

Contact Name
Address
City, State, ZIP
Phone / Fax or Email

Location of Opening

417 Pearl St.
Ypsilanti, MI 48197

Purpose of Opening

Verizon is proposing to install small cell equipment on on existing Utility pole

Type of Permit:

- ☐ (1) street opening
☐ (2) curb opening (driveway)
☐ (3) street/margin opening
☐ (4) borings

- ☐ (5) alley opening
☐ (6) wells
☐ (7) other: _____

Bond Required? Yes ☐ No ☐ If yes, amount: \$ _____

Attachment checklist (all are required)

☐	Site plan showing property lines and limits of easements; the location, character and dimensions of the proposed excavation or opening and, if necessary, the location and character of any alterations, the location of pipes, poles, conduits, wires or other conductors, and such other things as the superintendent may specify.
☐	Proof of Liability insurance.

I hereby attest that the above information is accurate.

Signature <i>David Haslinger</i>	Date 03-10-2021
Print Name David Haslinger	

- CITY PERMITS MUST BE OBTAINED BEFORE WORK COMMENCES, except in emergency situations occurring outside of normal business hours, in which case the permit application must be submitted by noon of the following business day.
- All OSHA regulations must be adhered to by the applicant and/or contractor. Any fines received by the City due to noncompliance of OSHA regulations will be charged back to the applicant and/or contractor.
- Upon completion of the work, the Department of Public Services must be notified at 734.483.1421 so that a final inspection can be done.

Date Issued:	Permit Number:
Start Date	Expires:
Authorized By:	

Site 40211

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**

2

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.

NAME OF ENTITY ("APPLICANT")

Date

By: _____

Type or Print Name: **David Haslinger**

Title **Business Development and Strategic
Planning 5G**



www.kitch.com

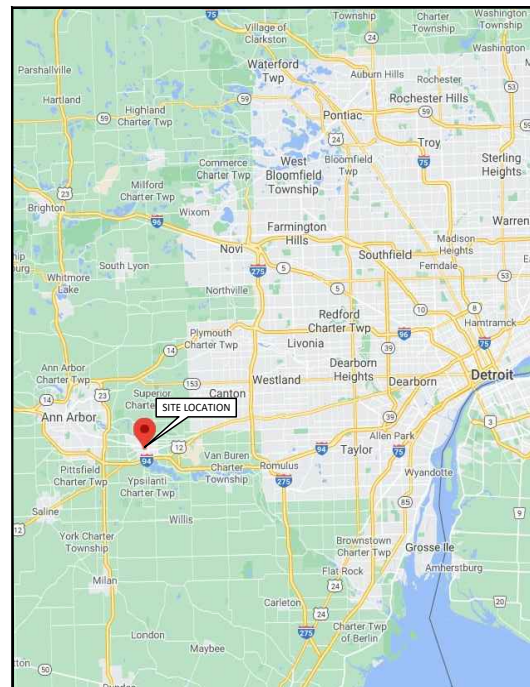
Michael J. Watza
KITCH DRUTCHAS WAGNER VALITUTTI &
SHERBROOK
PROTEC General Counsel
www.protec-mi.org

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

SITE NAME:	40211
SITE ADDRESS: (ESTIMATED)	417 PEARL ST YPSILANTI, MI 48197
COUNTY:	WASHTENAW
JURISDICTION:	CITY OF YPSILANTI
<u>SITE COORDINATES:</u>	
LATITUDE:	42° 14' 31.704" N
LATITUDE:	42.24214°
LONGITUDE:	83° 37' 7.212" W
LONGITUDE:	-83.61867°
ELEVATION:	±739'-2"
PROPERTY DEFINITION:	R.O.W.
FUZE PROJECT ID:	16458378
PSLC CODE:	544750
EXISTING POLE HEIGHT:	43'-0"



VICINITY MAP



NOT TO SCALE

NOT TO SCALE

[illegible]

- INSTALLING EQUIPMENT
 - CFIT BOX
 - DISCONNECT
- CONNECTING ONSITE UTILITIES TO WIRELESS EQUIPMENT
- POWER AND FIBER PROVIDED BY OTHERS

A map of Michigan showing county boundaries. Washtenaw County is highlighted with a black dot and a line pointing to it from the label 'WASHTENAW COUNTY'.



TeleCAD
Wireless

1961 NORTHPOINT BLVD, SUITE 130
HIXSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

DRAWN BY:	MDR
CHECKED BY:	CTD

0	03/02/21	JSK	CONSTRUCTION ISSUE
A	03/02/21	MDR	PRELIMINARY REVIEW
NO.	DATE	BY	DESCRIPTION

SHEET TITLE:
TITLE SHEET

DRAWING NO.	REVISION:
T1	0

STRUCTURAL REVIEW

STRUCTURAL ANALYSIS PERFORMED BY OTHERS.

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.

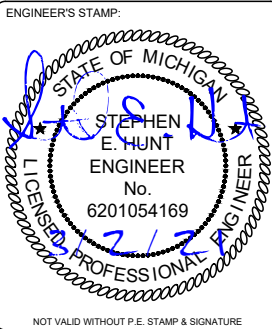


DRAWING NOTICE:

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:	MDR
CHECKED BY:	CTD

REVISIONS				
0	03/02/21	JSK	CONSTRUCTION ISSUE	
A	03/02/21	MDR	PRELIMINARY REVIEW	
NO.	DATE	BY	DESCRIPTION	



SITE NAME:

40211

ADDRESS:

417 PEARL ST
YPSILANTI, MI 48197

COUNTY:

WASHTENAW

LATITUDE:

42° 14' 31.704" N

LONGITUDE:

83° 37' 7.212" W

DESIGN TYPE:

COLOCATION

SHEET TITLE:

GENERAL NOTES

DRAWING NO.	REVISION:
GN1	0

NOTES:

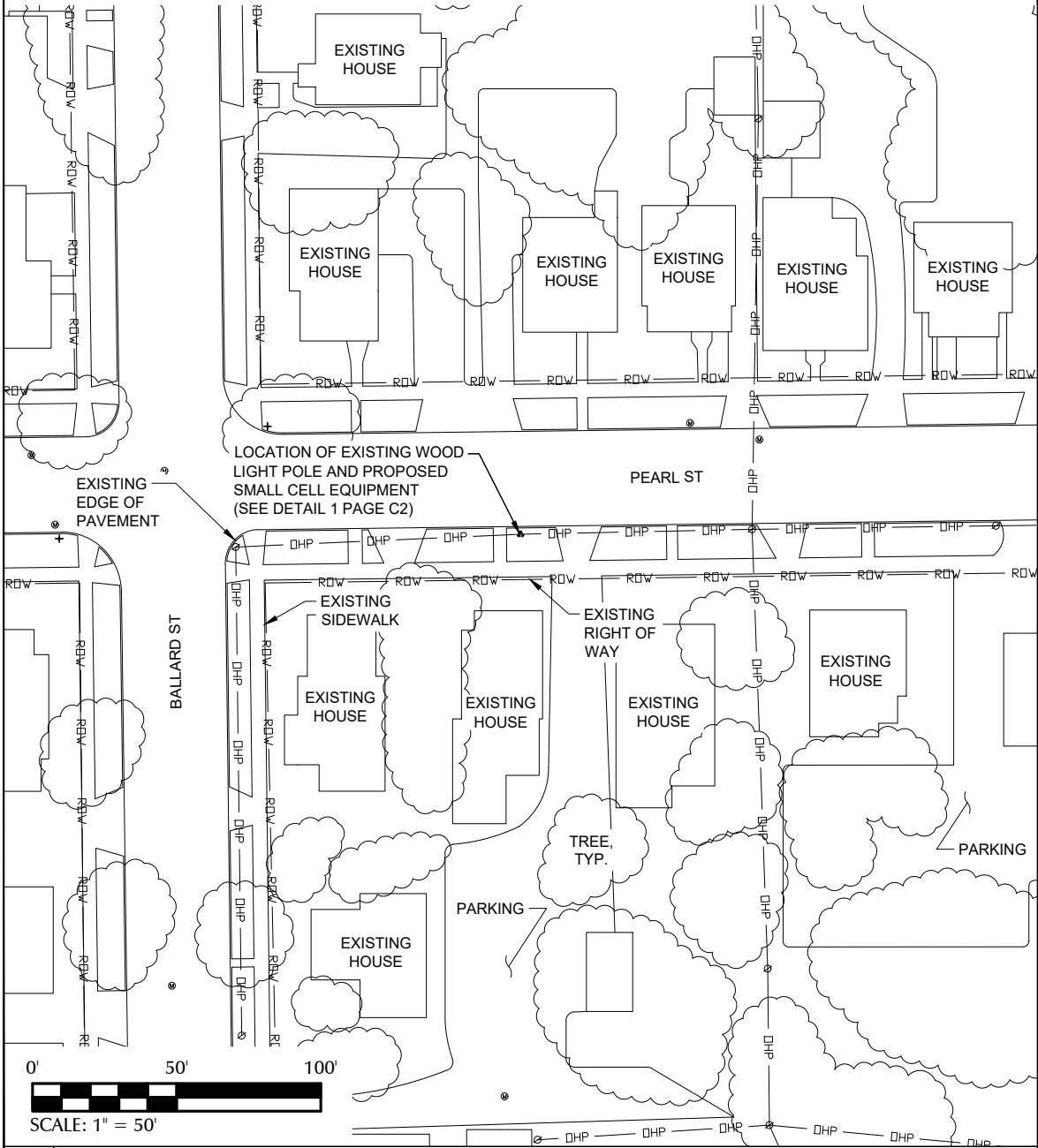
1. THIS DRAWING IS BASED ON AERIAL IMAGERY AND FIELD OBSERVATIONS. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. THE PROPOSED USE DOES NOT REQUIRE FULL OR PART TIME EMPLOYEES AT THE SITE.
3. FOR GENERAL SITE WORK NOTES, SEE SHEET GN1.
4. ALL NORTH ARROWS 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

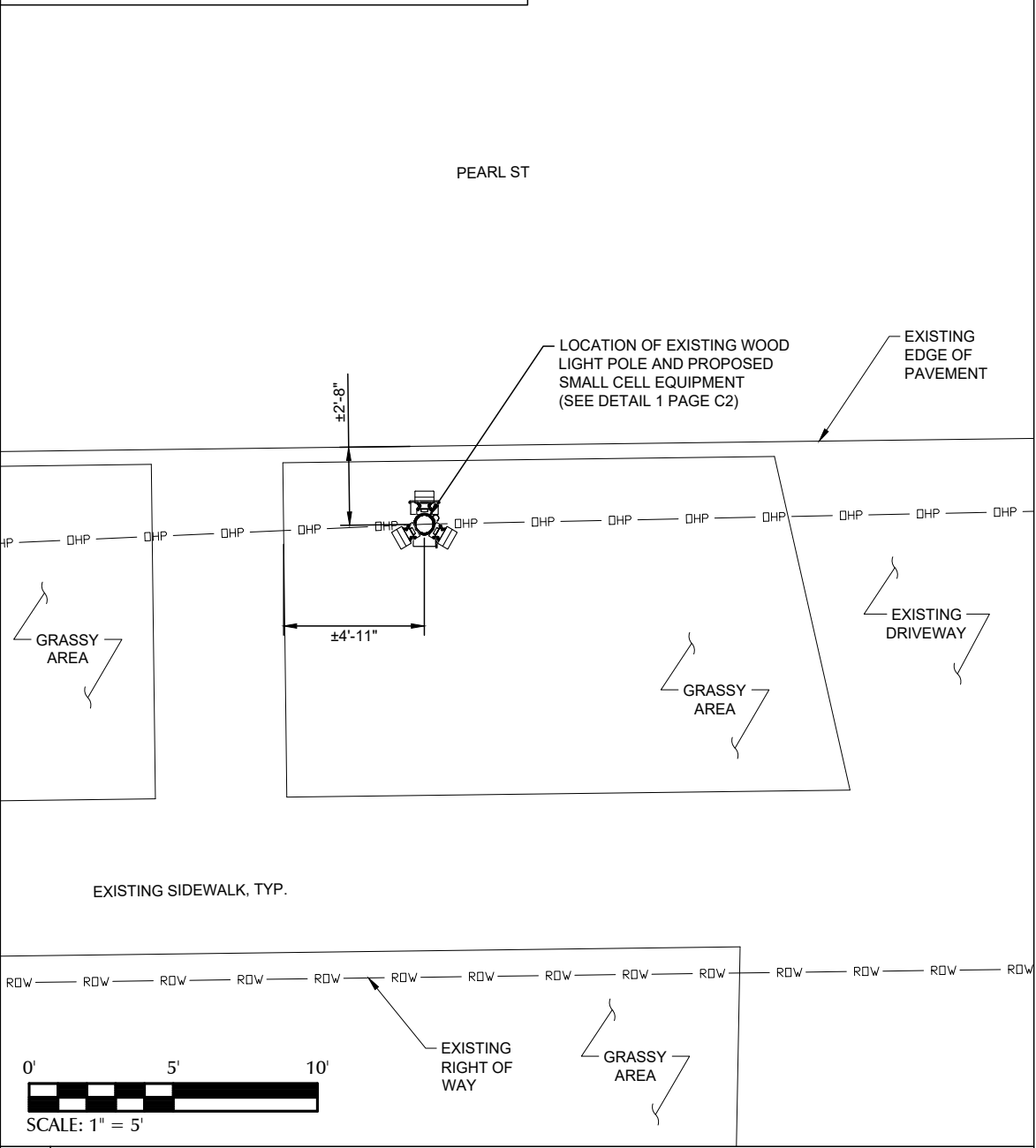
OVERHEAD UTILITIES	_____	CATCH BASIN	⌘
UNDERGROUND POWER	_____	STREET SIGN	—
OVERHEAD POWER	— DHP —	4 WAY STREET SIGN	+
UNDERGROUND TELCO	_____	UTILITY POLE	⊗
OVERHEAD TELCO	— DHT —	LIGHT POLE	⊙
GAS LINE	— GAS —	WATER VALVE	⊗
FENCE	— X — X — X — X —	MANHOLE	⊗
WOOD FENCE	— □ — □ — □ — □ —	GAS VALVE	⊗
SEWER LINE	— SWR —	FIRE HYDRANT	⊗
WATER LINE	— WTR —	TELCO PEDESTAL	⊗
HYBRID CABLE	— HYB —	ELECTRICAL BOX	⊗
HIGH VOLTAGE POWER	— HVP —		
FIBER	— FBR —		
RIGHT-OF-WAY	— ROW —		
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.



1 OVERALL SITE LAYOUT



2 ENLARGED SITE LAYOUT

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:

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DRAWN BY:

MDR

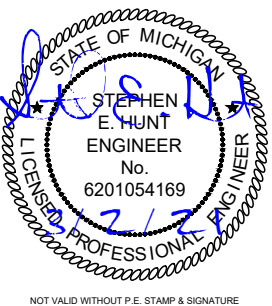
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CTD

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ENGINEER'S STAMP:



SITE NAME:

40211

ADDRESS:

417 PEARL ST
YPSILANTI, MI 48197

COUNTY:

WASHTENAW

LATITUDE:

42° 14' 31.704" N

LONGITUDE:

83° 37' 7.212" W

DESIGN TYPE:

COLOCATION

SHEET TITLE:

SITE LAYOUTS

DRAWING NO.

C1

REVISION:

0



PREPARED FOR:



PREPARED BY:



1961 NORTHPOINT BLVD, SUITE 130
HIXSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

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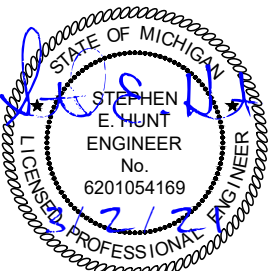
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ENGINEER'S STAMP:



NOT VALID WITHOUT P.E. STAMP & SIGNATURE

SITE NAME: 40211

ADDRESS:
417 PEARL ST
YPSILANTI, MI 48197

COUNTY:
WASHTENAW

LATITUDE:
42° 14' 31.704" N

LONGITUDE:
83° 37' 7.212" W

DESIGN TYPE:
COLOCATION

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.

MAINTAIN A MIN. OF 3'-0"
CLEARANCE BETWEEN
DISCONNECT BOX AND ANY
COMM LINES

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: 544750 (40211)

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 U-GUARD

PROPOSED 120/240V GE
TG3223R DISCONNECT BOX

PROPOSED NEMA 3R
120/240V 100A
6 POSITION PANEL

PROPOSED POLE
MOUNTED CFIT BOX
(SEE DETAIL 2 PAGE C5)

PRE-ASSEMBLE
DISCONNECT AND
BREAKER BOX ON
THINSTRUT


IN CASE OF EMERGENCY
CALL 1-800-852-2671

SITE DESIGNATION: 40211

INSTALL ON BREAKER PANEL

1 POLE ELEVATION

FINISH GRADE

10'-0"

5'-0"

11'-11"
GUY WIRE

12'-8"
GUY WIRE

19'-4"
COMM LINE

24'-9"
LIGHT MOUNT

26'-2"
SECONDARY POWER

27'-10"
GUY WIRE

41'-0"
ANTENNA CENTERLINE

43'-0"
TOP OF POLE

PREPARED FOR:



PREPARED BY:



1961 NORTHPOINT BLVD, SUITE 130
HIXSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

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DRAWN BY:

MDR

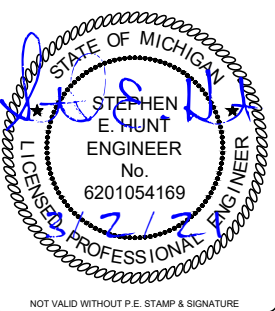
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DESIGN TYPE:
COLOCATION

SHEET TITLE:

POLE ELEVATION

DRAWING NO.

C2

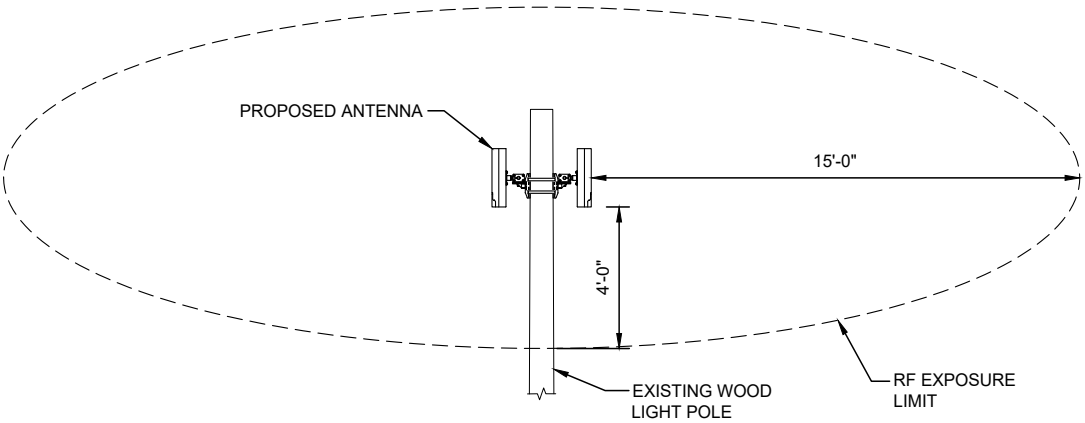
REVISION:

0

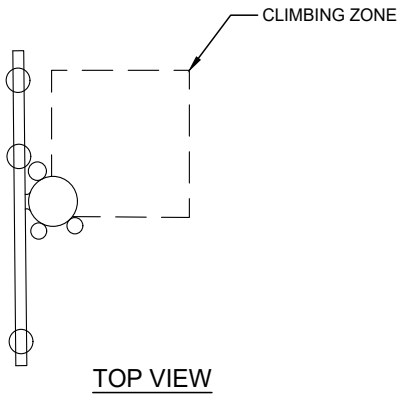
N.T.S.

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:
- 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

1961 NORTHPOINT BLVD, SUITE 130
HIXSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

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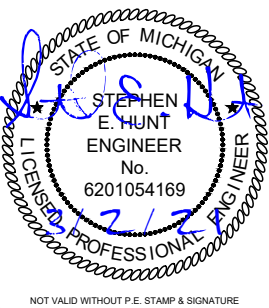
CHECKED BY:

CTD

REVISIONS

NO.	DATE	BY	DESCRIPTION
0	03/02/21	JSK	CONSTRUCTION ISSUE
A	03/02/21	MDR	PRELIMINARY REVIEW

ENGINEER'S STAMP:



SITE NAME: 40211

ADDRESS: 417 PEARL ST
YPSILANTI, MI 48197

COUNTY: WASHTENAW

LATITUDE: 42° 14' 31.704" N

LONGITUDE: 83° 37' 7.212" W

DESIGN TYPE: COLOCATION

SHEET TITLE:

SITE DETAILS

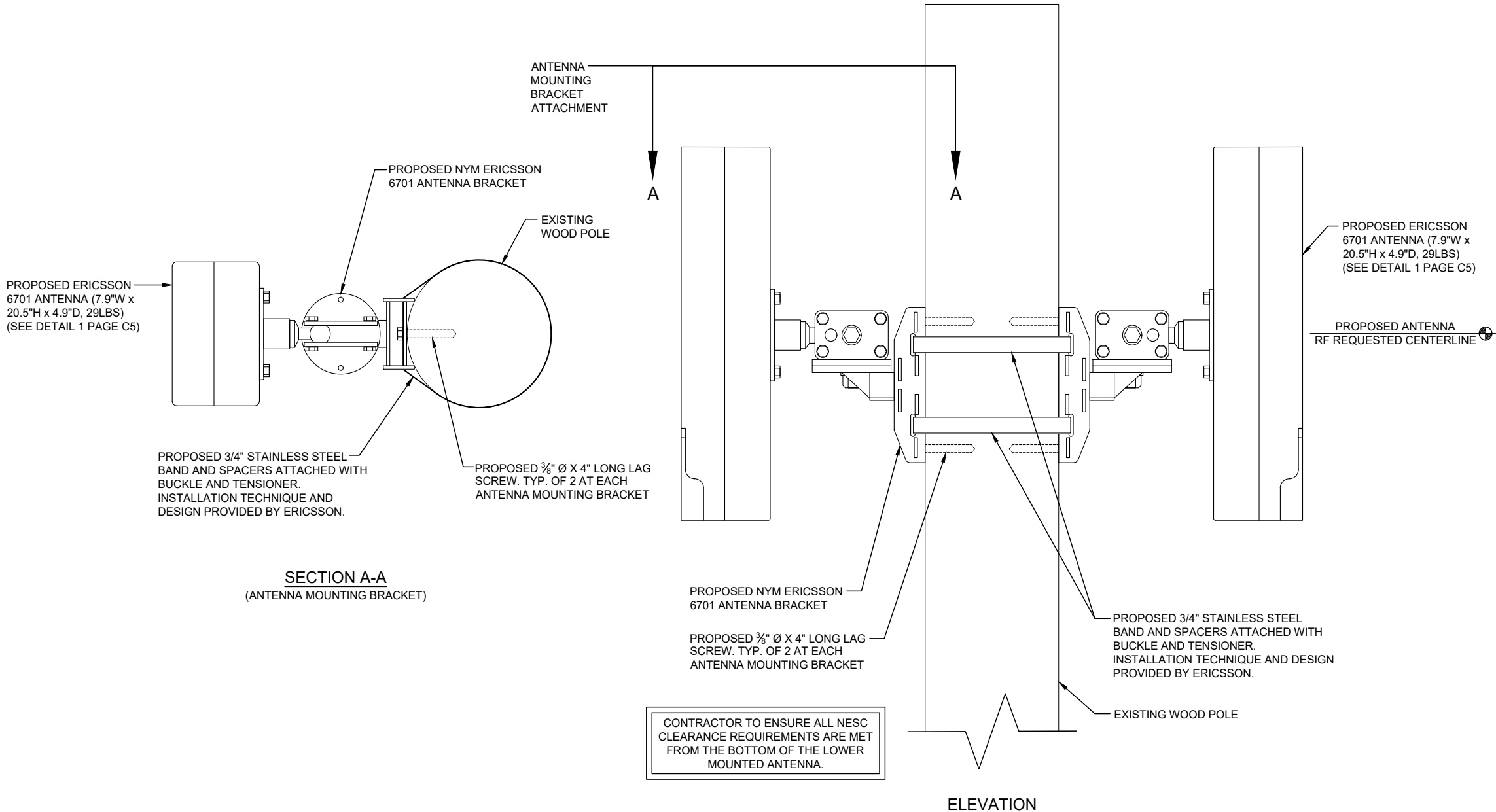
DRAWING NO.

C3

REVISION:

0

1 EQUIPMENT CU-FT. TABLE



PREPARED FOR:



PREPARED BY:



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HIXSON, TN 37343
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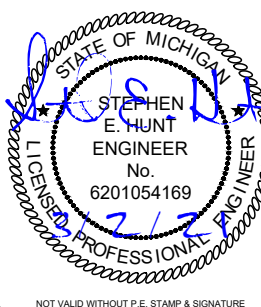
CHECKED BY:

CTD

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A	03/02/21	MDR	PRELIMINARY REVIEW

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ADDRESS: 417 PEARL ST
YPSILANTI, MI 48197

COUNTY: WASHTENAW

LATITUDE: 42° 14' 31.704" N

LONGITUDE: 83° 37' 7.212" W

DESIGN TYPE: COLOCATION

SHEET TITLE:

SITE DETAILS

DRAWING NO.

C4

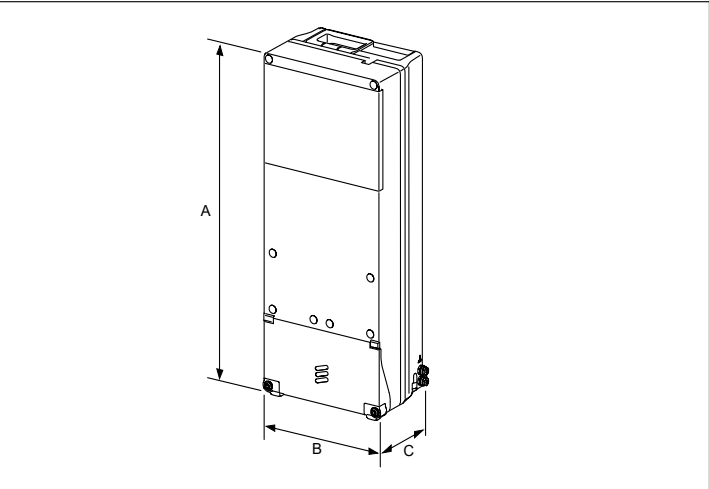
REVISION:

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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.



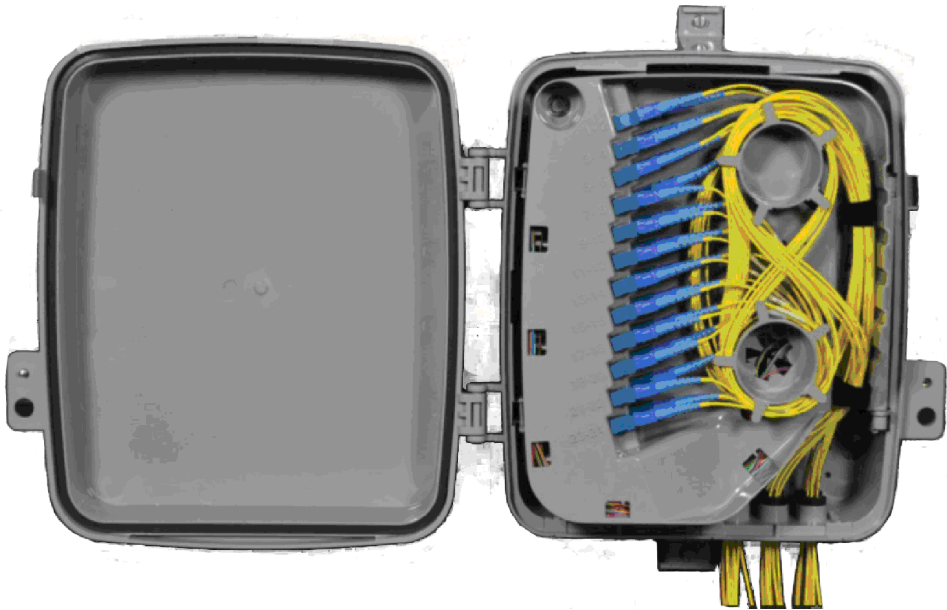
Dimensions, Weight, and Color

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
HIXSON, TN 37343
PH: 423-843-9500
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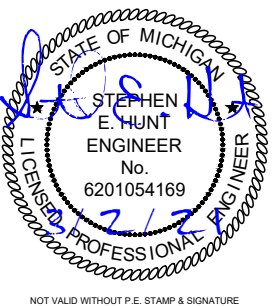
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ENGINEER'S STAMP:



SITE NAME: 40211

ADDRESS: 417 PEARL ST
YPSILANTI, MI 48197

COUNTY: WASHTENAW

LATITUDE: 42° 14' 31.704" N

LONGITUDE: 83° 37' 7.212" W

DESIGN TYPE: COLOCATION

SHEET TITLE:

EQUIPMENT DETAILS

DRAWING NO.

C5

REVISION:

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:

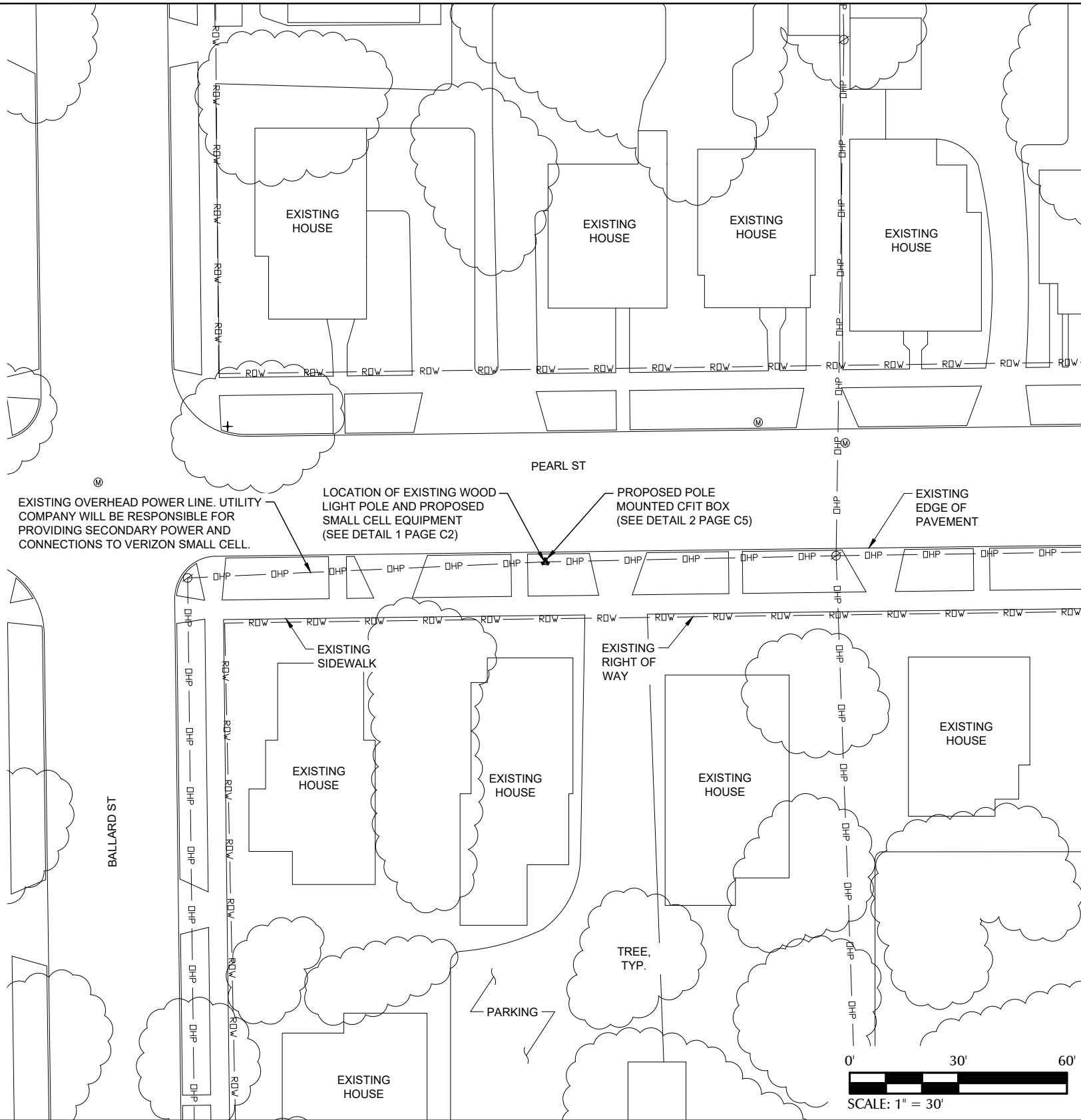
- 1. ALL POWER CONDUITS ABOVE GRADE, SWEEPS, & ELBOWS TO BE PVC SCH 40.

STANDARD POWER SUPPLY FOR THE SMALL CELL NODES IS A 100 AMP 120/208 OR 240 VOLT SINGLE PHASE SERVICE

WIRE SIZE	ALUMINUM		COPPER		CONDUIT SIZE
	208V	240V	208V	240V	
3 AWG	85'	100'	130'	155'	1 1/4" MIN
2 AWG	105'	120'	170'	200'	1 1/4" MIN
1 AWG	130'	150'	210'	240'	1 1/2" MIN
1/0 AWG	150'	170'	240'	280'	1 1/2" MIN
2/0 AWG	190'	220'	290'	330'	1 1/2" MIN
3/0 AWG	230'	265'	355'	410'	2" MIN
4/0 AWG	265'	310'	425'	490'	2" MIN
250 KCMIL	315'	365'	480'	555'	2 1/2" MIN
300 KCMIL	360'	415'	540'	625'	2 1/2" MIN
350 KCMIL	405'	470'	605'	700'	2 1/2" MIN
400 KCMIL	440'	510'	660'	760'	3" MIN
500 KCMIL	520'	600'	755'	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—x—	MANHOLE	⊙
WOOD FENCE	—□—□—□—□—	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	_____ ROW _____		
PROPERTY LINE	_____ PL _____		



PREPARED FOR:



PREPARED BY:



1961 NORTHPOINT BLVD, SUITE 130
HIXSON, TN 37343
PH: 423-843-9500
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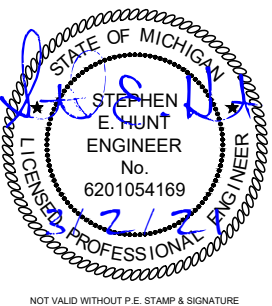
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A	03/02/21	MDR	PRELIMINARY REVIEW

ENGINEER'S STAMP:



SITE NAME:

40211

ADDRESS:

417 PEARL ST
YPSILANTI, MI 48197

COUNTY:

WASHTENAW

LATITUDE:

42° 14' 31.704" N

LONGITUDE:

83° 37' 7.212" W

DESIGN TYPE:

COLOCATION

SHEET TITLE:

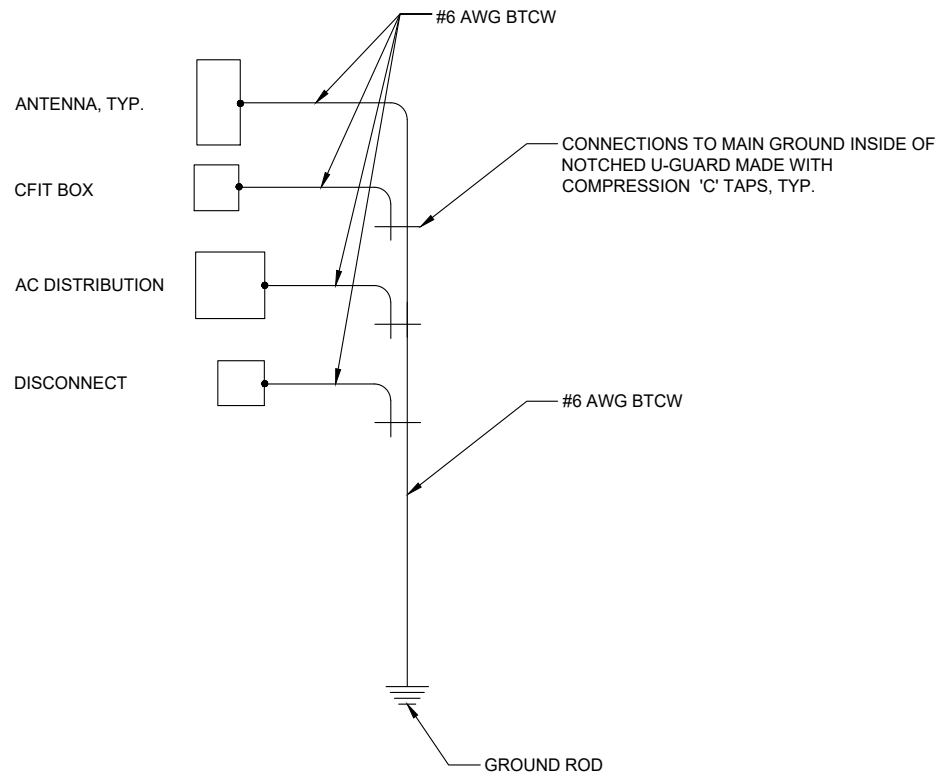
UTILITY SITE PLAN

DRAWING NO.

E1

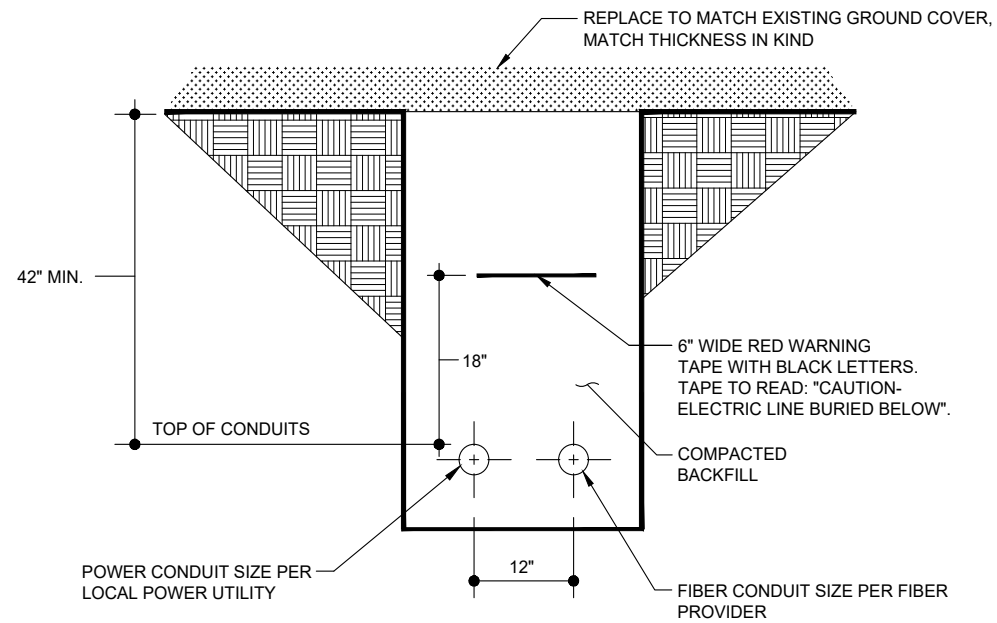
REVISION:

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1 SINGLE POINT RADIAL GROUND DETAIL

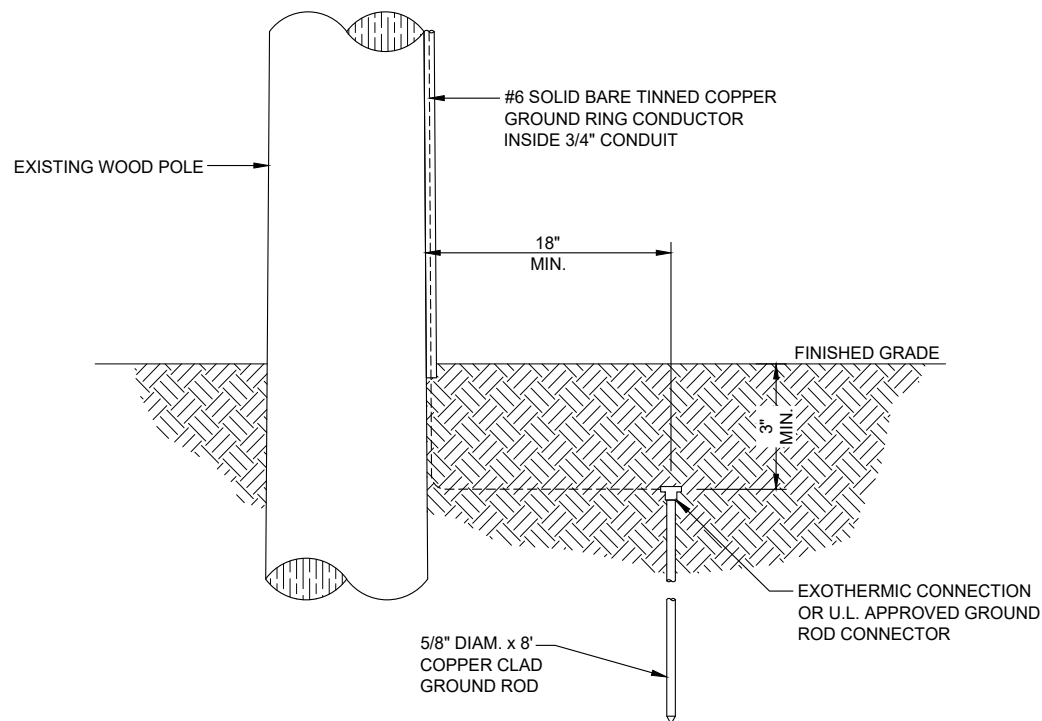
N.T.S.



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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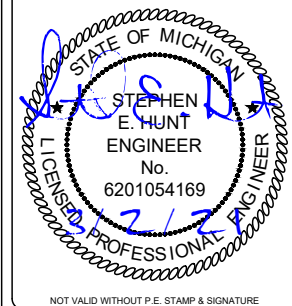
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DESIGN TYPE: COLOCATION

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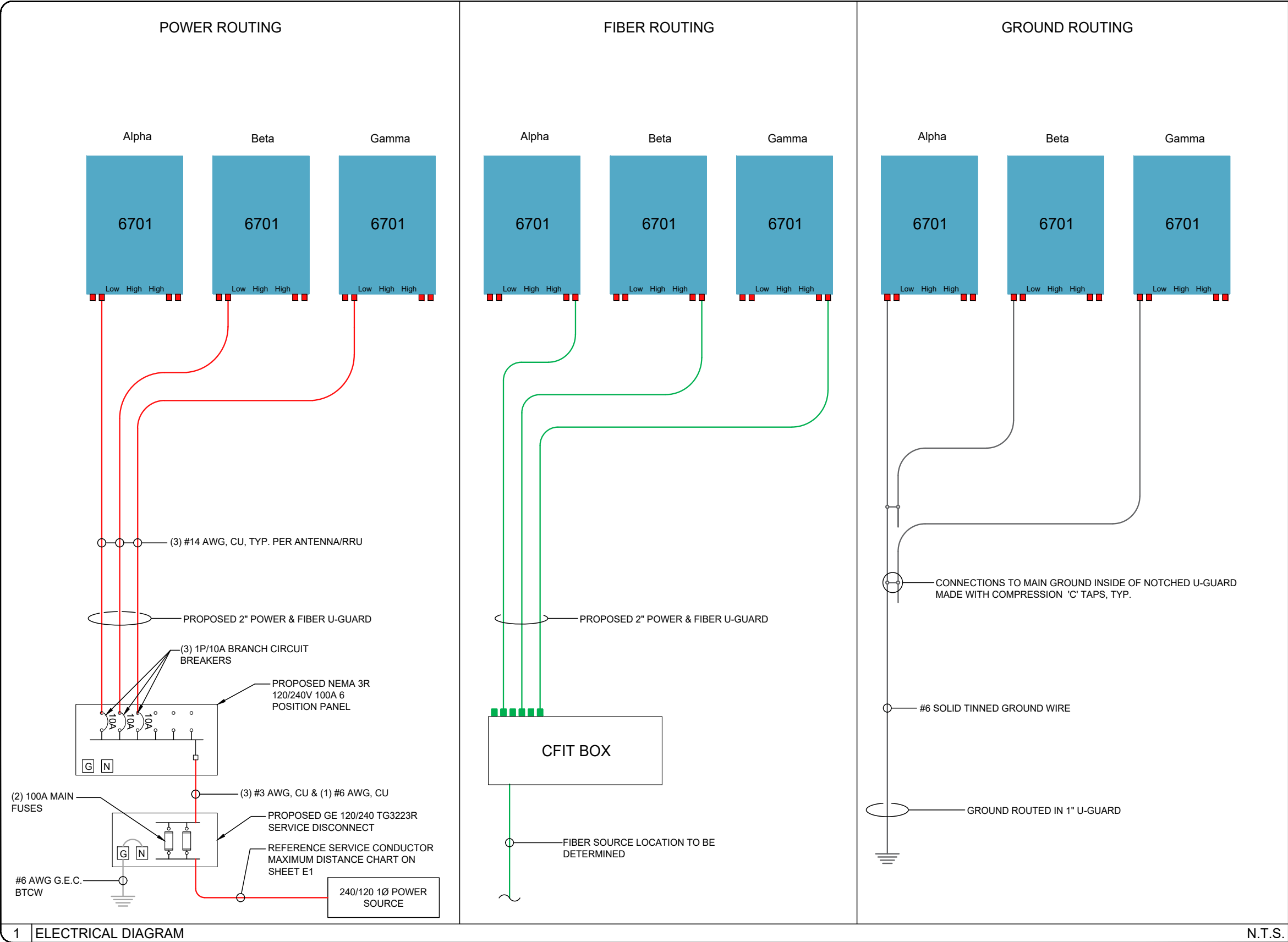
ELECTRICAL DETAILS

DRAWING NO.

E2

REVISION:

0





REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ron Akers
DATE: June 1, 2021
SUBJECT: Resolution to approve the purchase of a replacement pick-up truck

DESCRIPTION:

Resolution to approve the purchase of a replacement pick-up truck

SUMMARY:

The Department of Public Service (DPS) has scheduled vehicle replacements in the budget to replace some of the aging vehicles in our fleet. One of those vehicles is our Foreman's pick-up truck which is used for a variety of maintenance and supervisory purposes. The current pick-up truck was originally acquired by the City in 2009 and has been in continuous operation since then. This vehicle is primarily used for a variety of reasons both maintenance and management related.

The City of Ypsilanti is a member of MiDeal which is an extension of the State of Michigan's purchasing program that allows municipalities to purchase vehicles and other goods and services from state contracts. We are proposing to purchase a GMC Sierra 2500.

The quoted price for the vehicle is \$33,935 which is slightly higher than the originally budgeted amount of \$33,000, but since we have had savings from other purchases, we are anticipating with this purchase to come in under budget by approximately \$90,000.

RECOMMENDED ACTION:

Staff recommends City Council authorizes the purchase of a replacement pick-up truck from Todd Wenzel Buick GMC for a purchase price of \$33,935.00 with any change orders to be approved by the City Manager.

ATTACHMENTS: Truck Purchase Proposal

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2021-120
June 1, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, it is necessary to provide our General Foreman a vehicle in order for them to fulfill their responsibilities; and,

WHEREAS, the City Council of the City of Ypsilanti has allocated the funds in the FY 2020-2021 budget for this vehicle replacement; and,

WHEREAS, the regular scheduled replacement of City vehicles saves funds, promotes employee safety, and ensures reliability in providing public services.

NOW THEREFORE BE IT RESOLVED THAT that City Council authorizes the purchase of a replacement pick-up truck from Todd Wenzel Buick GMC for a purchase price of \$33,935.00 with any change orders to be approved by the City Manager.

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
1 day of June 2021

#Resolution No. 2021-120



Todd Wenzel Buick GMC

Paul Roop | 734-713-1064 | paul_roop@hotmail.com

City of Ypsilanti

Prepared For: David Blakeley

734-485-1316

dblakeley@cityofypsilanti.com

Vehicle: ²⁰²²[Fleet] ~~2021~~ GMC Sierra 2500HD (TK20953) 4WD Double Cab 162"

2022 GMC 2500HD Double Cab 8' bed Pickup

Oakland County / City of Ypsilanti

Price \$33,935.00



Todd Wenzel Buick GMC

Paul Roop | 734-713-1064 | paul_roop@hotmail.com

Vehicle: ²⁰²²[Fleet] 2021 GMC Sierra 2500HD (TK20953) 4WD Double Cab 162" (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
TK20953	²⁰²² 2021 GMC Sierra 2500HD 4WD Double Cab 162"

COLORS

CODE	DESCRIPTION
GAZ	Summit White

OPTIONS

CODE	DESCRIPTION
E63	Pickup bed includes bed assist step (STD)
FE9	Emissions, Federal requirements
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
MYD	Transmission, 6-speed automatic, heavy-duty (STD)
C7G	GVWR, 10,500 lbs. (4763 kg) (STD) (Included and only available with TC20943 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or TK20953 and (L8T) 6.6L V8 gas engine with 17" wheels.)
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)
1SA	Work Truck Preferred Equipment Group includes standard equipment
PYN	Wheels, 17" (43.2 cm) painted steel, Silver (STD)
QXT	Tires, LT265/70R17E all-terrain, blackwall (Included with (X31) X31 Off-Road Package.)
ZXT	Tire, spare LT265/70R17E all-terrain, blackwall (Included and only available with (QXT) LT265/70R17E all-terrain, blackwall tires with (E63) pickup bed models. Available to order when (ZW9) pickup bed delete and (QXT) LT265/70R17E all-terrain, blackwall tires are ordered.)
GAZ	Summit White
AE7	Seats, front 40/20/40 split-bench with upper covered armrest storage
H1T	Jet Black, Cloth seat trim
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wired Android Auto and Apple CarPlay capability for compatible phones (STD)
ZLQ	Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (K34) cruise control, (QT5) EZ Lift power lock and release tailgate and (DBG) outside power-adjustable vertical trairling with heated upper glass; (Not available with (PCI) Convenience Package. Note: (DBG) outside power-adjustable vertical trairling with heated upper glass can be upgraded to (DWI) trailer mirrors.)

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Data Version: 13855. Data Updated: May 25, 2021 10:27:00 PM PDT.



Todd Wenzel Buick GMC

Paul Roop | 734-713-1064 | paul_roop@hotmail.com

Vehicle: [Fleet] 2021 GMC Sierra 2500HD (TK20953) 4WD Double Cab 162" (Complete)

OPTIONS

CODE	DESCRIPTION
VYU	Snow Plow Prep/Camper Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. Contact GM Upfitter Integration at www.gmupfitter.com for plow installation details and assistance. Note: if ordered for Camper usage, recommend ordering (UY2) Trailing wiring provisions (Requires 4WD model. Includes (KW5) 220-amp alternator and is upgradeable to (KHF) Dual alternators (220-amp primary, 170-amp auxiliary). Not available with (F60) Heavy Duty Front Spring/Camper Package.)
K4B	Battery, auxiliary, 730 cold-cranking amps/70 Amp-hr (Requires (L8T) 6.6L V8 gas engine and either (KW5) 220-amp alternator or (KHF) dual alternators. Not available with (KW7) 170-amp alternator.)
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep/Camper Package. Free flow on (L8T) 6.6L V8 gas engine.)
JL1	Trailer brake controller, integrated (Required with (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Crew Cab and Double Cab models available as free flow with (L8T) 6.6L V8 gas engine. Included with (CMT) Gooseneck / 5th Wheel Prep Package.)
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (X31) X31 Off-Road Package or (VYU) Snow Plow Prep/Camper Package.)
DBG	Mirrors, outside power-adjustable vertical trailing with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]), Black (Included and only available with (ZLQ) Fleet Convenience Package or (PCI) Convenience Package.)
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release, includes hitch area light (Included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package. Not available with (ZW9) pickup bed delete.)
9L7	Upfitter switch kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com .
AQQ	Remote Keyless Entry (Included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)
K34	Cruise control, steering wheel-mounted (Included with (PCI) Convenience Package, (ZLQ) Fleet Convenience Package or (RGE) 1SA Safety Confidence Package.)
KI4	Power outlet, instrument panel, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) instrument panel mounted power outlet) (Included and only available with (KI4) 110-volt AC power outlet. Not available with (ZW9) pickup bed delete.)
R9Y	Fleet Free Maintenance Credit. This option code provides a credit in lieu of the free oil changes, tire rotations and inspections for one maintenance service during 1st year of ownership. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR or FRC. Not available with FDR order type.) *CREDIT*
VQ1	Fleet Processing Option

Options Total

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Data Version: 13855. Data Updated: May 25, 2021 10:27:00 PM PDT.

May 26, 2021

Page 2



Todd Wenzel Buick GMC

Paul Roop | 734-713-1064 | paul_roop@hotmail.com

Vehicle: [Fleet] 2021 GMC Sierra 2500HD (TK20953) 4WD Double Cab 162" (Complete)

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May 26, 2021

Page 3

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	Brandon Dent
Email Address	
Address	2633 grace dr
City	Warren
State	Mi
Zip Code	48091
Phone Number	
Number of Years in the Community	20+ years
Ward You Live In	Field not completed.
Education	Columbia Union College (A year at Eastern Michigan)
Occupation	Business and digital consultant
Employer	24th Cheesecakerie and The OmDe Company
Are you applying for youth membership?	No
Are you registered to vote in the City of Ypsilanti?	No

I would like to be considered and could devote sufficient time to serve on the following board or commission:

Ypsilanti Downtown Development Authority

Party Affiliation

Field not completed.

Field not completed.

Why are you interested in serving on these boards/commissions?

As a born and raised member of ypsilanti seventh day Adventist Church, former emu eagle, a past Ypsi resident and current business owner in downtown Ypsilanti, I'd love the opportunity to assist the community in any way possible. Our area on Washington Street has seen a great deal of synergy, growth and strong relationships between the businesses themselves and the residents that frequent our establishments and city streets.

Work/volunteer experience related to the board or commission:

Field not completed.

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. 2021-121
June 1, 2021

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
1 day of June 2021

#Resolution No. 2021-121