

CPA: TBD

**CONTRACT FOR PW-7023
COLD MILLING, HMA RESURFACING & MISC
CONSTRUCTION ON CONNER AVENUE FROM E.
JEFFERSON AVE TO MACK AVE; & BIKE TRAILS FROM E.
JEFFERSON AVENUE TO CHANDLER PARK DRIVE IN THE
CITY OF DETROIT**

**FORT WAYNE CONTRACTING, INC./AJAX PAVING
INDUSTRIES, INC. a joint venture
320 EAST SEVEN MILE ROAD
DETROIT, MI 48203
\$2,682,460.88**

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SPECIAL NOTICE TO BIDDERS

1. GENERAL PURPOSE

The Special Notice to Bidders contains information and requirements applying specifically to this particular Contract. The Special Notice to Bidders supplements the Standard Instructions to Bidders and, in case of any discrepancy between the requirements in the former and latter, the provisions in the Special Notice to Bidders shall govern.

The published advertisement for the proposed Contract also contains information necessary to the bidders and is to be considered a part of the Special Notice to Bidders as if fully herein repeated.

2. DESCRIPTION OF WORK

The work included encompasses approximately 2.1 miles of cold milling, HMA resurfacing, pavement markings, shared use path, bus islands, concrete curbs, sidewalks, ADA ramps, HMA approaches, drainage structure adjustments, new drainage structures, new sewer, and other miscellaneous construction on Conner Ave from Jefferson to Chandler Park/Shoemaker.

3. BITUMINOUS MATERIAL PLANT

It is not necessary that the Contractor's plant be owned and operated by the successful bidder. However, it will be necessary that the materials be obtained from an existing plant which meets all Contract requirements. Further, any bidder not operating his own plant shall indicate in his Proposal the owner and the locations of the plants from which the bituminous materials will be obtained.

4. MATERIAL STORAGE YARDS

The City Zoning Ordinance provides for the restriction of material storage yards in certain residential areas. Bidders proposing to use such yards should satisfy themselves that the locations contemplated can be used, and if a permit is required, shall obtain such permit from Department of Buildings and Safety Engineering and pay all costs in the connection therewith.

5. CONTRACT DOCUMENTS

The Contract Documents are composed of those individual parts as named by title in Article 2 of the Standard Instructions to Bidders.

Section I contains the Standard Contract Forms.

Section II consists of the City of Detroit "Standard Specifications for Paving and Related Construction," dated March 2009, as amended by Bulletin together with any other Detailed Specifications included in these Documents and indicated in the Abridged Table of Contents.

Section III consists of separate drawings prepared by the City Engineering Division.

6. SPECIAL FORMS

Bidders will note that a copy of each of the following pages has been included:

Equalization Requirements, Eligibility Form and Affidavit of Eligibility
Prevailing Wage Ordinance & Contractor Certification
Slavery Era Records & Insurance Disclosure Ordinance & Affidavit

SPECIAL NOTICE TO BIDDERS

Hiring Ordinance and Affidavit
Proposal Signature Pages
Agreement Signature Page
Acknowledgment - City
Acknowledgment - Corporation
Acknowledgment - Sole Proprietorship or Partnership
Resolution of Corporate Authority
Certificate of Partnership Authority

Each set of the applicable documents is to be completed, signed, and returned with the Proposal. These will later be used in preparing the Executed Contract for the accepted bid.

7. HUMAN RIGHTS

Attached is a copy of the Covenant of Equal Opportunity from the Human Rights Department of the City of Detroit. Both the low and the second bidder will be required to furnish the information, to the DPW-City Engineering Division for submission to the Human Rights Department, prior to award of the Contract.

A Human Rights review of employment goals may be required for each project, regardless of prior clearances.

8. CONTRACTOR AUTHORITY TO START WORK

The Contractor will have no authority to start work, no payments will be authorized by the Finance Department, and the City of Detroit will not be liable for reimbursement for any materials purchased or payment for any services rendered by the Contractor prior to the award of this Contract by resolution of the City Council and execution of this instrument by the Purchasing Director.

9. INDEPENDENT CONTRACTOR

The relationship of the Contractor to the City of Detroit is and shall continue to be that of an independent contractor, and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other provisions or liabilities arising out of or relating to a Contract for hire of employer/employee relationship shall arise or accrue to either party or either party's agent or employee with respect to the City of Detroit as a result of the performance of this Contract, unless expressly stated in this Contract.

10. WAIVER

The Contractor shall not hold the City liable for any personal injury incurred by any employee, agents, or consultants while working on this project which is not held in a court of competent jurisdiction to be directly attributable to the gross negligence of the City or any employee of the City acting within the scope of their employment and hereby agrees to hold the City harmless from any such claim by its employees, agents or consultants.

11. AUDIT

Nothing contained in this Contract shall be construed or permitted to operate as any restriction upon the power granted to the City Council by the City Charter to audit and allow all accounts chargeable against the City.

SPECIAL NOTICE TO BIDDERS**12. INDEMNITY AND DAMAGES**

- A. The Contractor agrees to save harmless the City against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses including without limitation, reasonable fees and expenses for attorneys (at the prevailing market rate for such legal services, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the City by reason of any of the following occurring during the term of this Contract:
- 1) Any negligent or tortuous act, error or omission of the Contractor or any of its Associates for whose acts any of them might be liable, regardless of whether or not it is caused in part by a person indemnified hereunder.
 - 2) Any failure by the Contractor or any of its Associates to perform its obligations, either expressed, or implied under this Contract.

The Contractor also agrees to hold the City harmless from any and all injury to the person or damage to the property of, or any loss or expense incurred by an employee of the City which arises out of or pursuant to the Contractor's performance, or that of its Associates under this Contract.

- B. The Contractor undertakes and assumes all risk of dangerous conditions, if any, in and about any City premises and agrees to make an examination of all places where it will be performing the Services in order to determine whether such places are safe for the performance of the Services. The Contractor also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its associates for personal injuries or property damage while performing under this Contract on premises which are not owned by the City.
- C. In the event any action or proceeding shall be brought against the City by reason of any claim covered hereunder, the Contractor, upon notice from the City, will at its sole cost and expense, resist and defend the same with counsel of the Contractor's choice which is acceptable to the City.
- D. The Contractor agrees that it is its responsibility and not the responsibility of the City to safeguard the property and materials that it or any of its Associates use or have in their possession while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property and materials used by any such person pursuant to the Contractor's performance under this Contract or which is in their possession.
- E. The indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers Compensation Acts or other employee benefit acts. In addition, the Contractor agrees to hold the City harmless from the payment of any deductible on any insurance policy.
- F. The Contractor agrees that this Article 12 Indemnity and Damages shall apply to all matters described in Article 12-A, Indemnity and Damages, (whether the matter is litigated or not) which occur or arise between the Contractor or its Associates, and the City, and agrees to save the City harmless there from as provided in this Article 12.

SPECIAL NOTICE TO BIDDERS

13. TERMINATION FOR CONVENIENCE

The City may terminate this Contract without cause at any time, without incurring any further liability whatsoever, other than as stated in this provision, by giving written notice to the Contractor of such termination, specifying the effective date thereof, at least fifteen (15) days prior to the effective date of such termination. If the Contract is terminated, the City will pay the Contractor only for the services rendered prior to termination, including any Hold-Back. The amount of the payment shall be computed by the City on the basis of the services rendered, and such other means which, in the judgment of the City, represents a fair value of the services provided, less the amount of any previous payments made, which final payment the Contractor agrees shall constitute full and complete payment and satisfaction under this Contract. Should the City or the City's designee undertake any part of the services which are to be performed by the Contractor, to the extent such services are being performed by the City or its designee the Contractor shall not be entitled to any compensation for the services so performed. This section is subject to the maximum sum payable provision of this Contract.

14. RIGHTS, REMEDIES AND JURISDICTION

The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity. All actions arising under this Contract shall be governed by, subject to, and construed according to the laws of the State of Michigan. The Contractor agrees, consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action brought against it arising out of this Contract. The Contractor agrees that service of process at the address and in the manner specified in this Contract will be sufficient to put the Contractor on notice. The Contractor also agrees that it will not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract, in any courts other than those in the County of Wayne, State of Michigan.

15. COMPARABLE OR EQUIVALENT TERMS

The Contractor warrants that all of the prices, terms, warranties, and benefits granted to the City herein are comparable to or better than the equivalent terms being offered by the Contractor to any present customer for like or similar services. In addition to the other remedies which the City may invoke herein for the Contractor's breach, it may demand repayment of any overpayment plus interest.

16. BASIS OF PROPOSAL

The Proposal is on a unit price basis in accordance with Article 7E of the Standard Instructions to Bidders.

17. CITY OFFICER

The title and post office address of the officer named in the Agreement as acting on behalf of the City is:

**Director - Department of Public Works
611 Coleman A. Young Municipal Center
Detroit, Michigan 48226**

SPECIAL NOTICE TO BIDDERS**18. BOND REQUIREMENTS**

The amount of the Performance and Payment Bonds required shall be as follows:

Type of Contract	Performance Bond	Payment Bond
City of Detroit financed Contracts of \$50,000 and under	25% of Contract Price	25% of Contract Price
City of Detroit financed Contracts over \$50,000, but under \$1,000,000	50% of Contract Price	50% of Contract Price
All Contracts over \$1,000,000 or those financed by Federal Funds	100% of Contract Price	100% of Contract Price

19. INSURANCE

The Contractor shall maintain, at its expense, during the term of this contract the following insurance:

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
A. Worker's Compensation Insurance	Statutory limit
Employer's Liability Insurance	\$500,000 minimum each accident/each disease/disease each employee
B. Commercial General Liability Insurance (Coverage to include blanket contractual liability)	\$1,000,000 minimum combined single limit per occurrence \$2,000,000 minimum aggregate limit
C. Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance including residual liability under Michigan No Fault Insurance Law)	\$1,000,000 minimum combined single limit
D. Umbrella Excess Liability Insurance	\$4,000,000 minimum combined single limit per occurrence/aggregate

The commercial general liability insurance policy shall name as an additional insured: "The City of Detroit" and shall state that the Contractor's insurance is primary, as respect to the City of Detroit as an additional insured, and not excess over any insurance already carried by the City of Detroit.

SPECIAL NOTICE TO BIDDERS

The commercial general liability insurance shall provide blanket contractual liability insurance for all written contracts or in the alternative, shall contain a specific endorsement worded substantially as follows:

"During the effective period of the policies mentioned herein, it is agreed that this insurance specifically covers liability assumed by the insured under the provisions of **CPA No.** _____ dated _____ entered into by the insured and the City of Detroit".

19. INSURANCE (Continued)

If the Commercial General Liability policy does not contain the standard ISO (Insurance Services Office) wording of "definition of insured" which reads essentially as follows: "The insurance afforded applies separately to each insured... except with respect to limits, then, in the alternative, the public liability insurance policy shall contain the following cross liability endorsement:

"It is agreed that the inclusion of more than one (1) insured under this policy shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured. This policy shall protect each insured in the same manner as though a separate policy had been issued to each, except nothing herein shall operate to increase the insurer's liability beyond the amount or amounts for which the insurer would have been liable had only one (1) insured been named."

- 19.01** If during the term of this Contract changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate the insurance limits, the Contractor will furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such, insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
- 19.02** All policies shall name the Contractor as the insured except as otherwise stated and shall be accompanied by a commitment from the insurer that such policies shall not be canceled, or reduced without at least thirty (30) days' prior written notice to the City. Certificates of insurance evidencing such coverage shall be submitted to the **Finance Department, Accounts Payable Division, 644 Coleman A. Young Municipal Center**, prior to the commencement of performance under this Contract and at least **fifteen (15) days** prior to the expiration dates of expiring policies.
- 19.03** If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain the types and limits of insurance as requested by the City and shall require documentation of same, copies of which documentation shall be promptly furnished the City.
- 19.04** The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder. The provisions requiring the Contractor to carry the insurance required under this Article shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.
- 19.05** The Commercial General Liability Insurance shall provide coverage for the so-called "X"-explosion, "C" - collapse, and "U" - underground damage hazards or exposures.

SPECIAL NOTICE TO BIDDERS

Automobile Insurance covering all owned, non-owned or hired automobiles, with a minimum **\$1,000,000** combined single limit for Bodily Injury and/or Property Damage for each accident. Such insurance shall comply with the provisions of the Michigan No-Fault Insurance Law, and shall provide coverage for personal protection insurance, property protection insurance, and residual liability insurance, and shall name the City of Detroit as an additional insured.

Fire Insurance - Not Required.

- 19.06** The Contractor shall hold the City harmless for payment of any deductibles required pursuant to any insurance policies.

20A. TIME OF STARTING AND COMPLETING WORK

Within 10 calendar days after the Contract is signed by the Director - Purchasing Division, the City Engineering Division will issue a written notice to the Contractor to start work at the site. The Contractor shall, thereafter, carry on his operations, in accordance with the provisions of Article 3 of the Agreement, so that the entire work will be fully completed within a total of **60 consecutive calendar days** from and including the date stipulated for work to start.

The above stipulated time for fully completing the entire work has taken into account, and an allowance made for, the time normally required for a "punch list" and final cleanup, and also for inclement weather during the months in which work will be in progress. It also includes an allowance for the concrete curing period.

The Contractor will be expected to so schedule his operations as to provide time for such items within the stipulated total time allowed, and under weather conditions expected to be encountered. The following items have been taken into consideration in computing the time.

- A) It is contemplated that all work will be completed during the **2020** Paving season. However, if for any reason, beyond the control of the City or the Contractor, this cannot be accomplished, the schedule of operations in the Fall of **2020** shall be such that:
- B) When no further work can be done in the Fall of **2020** the remaining work shall, thereupon, be suspended on date stipulated in a written order of the City Engineer until suitable weather in the Spring of **2021**.
- C) Work shall be resumed in the Spring of **2021** on a date ordered or approved in writing by the City Engineer and shall, thereafter, be fully completed within the number of calendar days remaining from the stipulated total of **60 days**. **The contract will terminate on 12/31/2022.**

Whenever work is not completed within a given construction season and is scheduled to resume the following construction season(s) as described above, or whenever work cannot commence due to seasonal limitations and starting is delayed to a subsequent construction season(s), such starting delay and/or carry over to the following year(s) shall be done at no additional cost to the City of Detroit. The unit prices or contract bid price shall remain firm and will not be changed due to the above reasons. The Contractor shall prepare his bid taking the above detailed requirements into consideration.

20B. OTHER CONTRACTS

The work under this Contract is required to be coordinated with that of other contracts at the site.

SPECIAL NOTICE TO BIDDERS

The bidder to whom this Contract is awarded shall fully cooperate with the other Contractors in such a manner as the Engineer may direct, so that the work on the entire project may be performed without delay or interference. The bidder shall take these requirements into consideration in preparing his proposal and arriving at his bid price, as no claim for additional costs or damages will be allowed for alleged interference or delay of his work by others.

21. ALLEY CLOSINGS

Prior to the temporary closing of any alley for construction purposes, residents of the adjacent property must be properly notified by the City, and alternate arrangements made for trash pick-up when required.

After issuance of a Start of Work Notice by the City, the Contractor shall submit for review by the City the proposed schedule of any work that would require the closing of such an alley. No construction necessitating the temporary closing of an alley shall begin without specific authorization by the City.

22. LIQUIDATED DAMAGES

The amount liquidating the damages referred to in Article 4 of the Agreement shall be assessed as follows:

Schedule of Liquidated Damages			
Original Contract Amount			Liquid Damages per Calendar Day
\$ 0	to	\$49,999	\$75
50,000	to	99,999	150
100,000	to	499,999	450
500,000	to	999,999	900
1,000,000	to	1,999,999	1,300
2,000,000	to	4,999,999	1,550
5,000,000	to	9,999,999	2,650
10,000,000	and	above	3,000

23. CONTRACT PAYMENTS

The City will make progress and final payments in accordance with the provisions of Article 7 and 8 of the Agreement. Progress payments will include an allowance for materials stored at the site.

Contract payments are contingent upon receipt of grant funds. The City of Detroit reserves the right to delay payments until receipt of adequate funds from the grantor agency.

24. FEDERAL REGULATIONS

The Contractor shall fully comply with all requirements of the Federal Provisions as contained in the General Conditions - Part II, and the Affirmative Action Requirements contained in the General Conditions Part III.

25. INFORMATION TO BE SUBMITTED WITH BID

SPECIAL NOTICE TO BIDDERS

The Proposal requires certain information in addition to the price bid, to be furnished by the bidder and submitted as part of his proposal. The bidder is directed to Article 8D of the Standard Instructions to Bidders for general instructions as how such information is to be submitted.

The bidder is cautioned that any information, in whatever form submitted with his bid, which in any way modifies or changes the stipulated Contract Provisions may cause the rejection of the proposal. A bid will become conditional and unacceptable should a bidder include with his proposal, either intentionally or inadvertently, standard brochures, sales agreements, etc., containing contractual provisions differing substantially from those set forth in Contract Documents, unless the bidder definitely and positively indicates that such provisions are not part of his proposal.

26. CHANGES TO STANDARD CONTRACT DOCUMENTS

The following changes are hereby made and supersede standard provisions of the Contract Documents:

A. Standard Instructions to Bidders - Article 16 - "Bond Requirements"

Delete the third paragraph of this article, and substitute therefore the following:

"The surety company or companies shall be listed in the latest issue of U. S. Treasury Form 570 and shall be licensed to do business in the State of Michigan as evidenced by a copy of the 'Certificate of Authority', issued by the Michigan State Department of Insurance filed with the Director. Should any surety upon the Contract be deemed unsatisfactory at any time to the City, notice will be given to the Contractor to that effect by the City, and the Contractor shall forthwith substitute a new surety or sureties satisfactory to the City and without any additional cost to the City."

B. General Conditions

1. Whenever Engineer is referred to, this shall be changed to read, "City Engineer, City Engineering Division - DPW".
2. Delete the second paragraph of Article 28 – "SUBCONTRACTS+", and substitute the following:

"The Contractor shall submit, with the Bid, a separate written request to the City Engineering Division - DPW for approval of each Proposed Subcontractor. Each request shall be on the forms provided by the City Engineering Division - DPW and shall give the name and address of the proposed Subcontractor, the portion and the approximate cost of the work to be sublet. Upon request of the City Engineering Division - DPW, the Contractor who is the apparent Low Bidder shall promptly furnish such additional information tending to establish that the Proposed Subcontractor has the necessary facilities, skill, integrity, part experience, and financial resources to perform the work in accordance with the terms and conditions of this Contract."

"No portion of the work may be sublet without the prior written approval of the City. Subcontracting of contract items may be permitted after a review of the proposed Subcontractor and the scope of work to be sublet has been made by the City Engineering Division - DPW. The Contractor shall submit the necessary

SPECIAL NOTICE TO BIDDERS

Subcontractor approval request forms, insurance certificates, and such other affidavits as may be required by the General Conditions prior to the review by the City Engineering Division - DPW. Approval of any Subcontractor shall not relieve the prime Contractor of any responsibilities, duties, and/or liabilities as defined in other sections of this Contract. The bidder is particularly reminded that the prime Contractor is required to provide a competent superintendent or general foreman at the site of the work at all times work is in progress on the Contract. Such individual shall have full authority to act for the Contractor."

"The Contractor shall self-perform at least fifty-one percent (51%) of the total contract work, inclusive of all change orders. Self-perform shall be defined as follows: when the Contractor completes the work with its own employees and not a subcontractor. The City may, at its discretion, conduct in-depth personal interviews, request additional references, request background material, including financial statements, staffing information, and certified payroll to verify the work completed by the Contractor."

"Whenever possible, subcontracts shall be let to Detroit companies. Subcontractors must agree to do their work in Detroit, and to use Detroit labor where practicable to give the kind of work specified."

"The Testing Laboratory required to test both the HMA and concrete mixes, in accordance with MDOT HMA & concrete material acceptance provision is considered a Subcontractor. Consequently, the selected laboratory shall be submitted for approval in the manner prescribed in Article 28, "Subcontracts", of the General Conditions. However, only one request for approval need to be made when the same laboratory will be used on all paving contracts awarded to the bidder. The insurance required to be carried by the laboratory shall be not less than that specified for the Contractor." All materials and workmanship shall be in accordance with the 2012 Michigan Department of Transportation (MDOT) Standard Specifications for Construction.

3. Delete Article 36 – "FAIR EMPLOYMENT PRACTICES" in its entirety and substitute the following:

In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, including but not limited to Title VII of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to the Title and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including but not limited to the Michigan Civil Rights Act P.A. 1976 No. 453 and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220), the Contractor agrees that he will not discriminate against any person, employee, consultant or applicant for employment with respect to his/her hire, tenure, terms, conditions or privileges of employment or hire because of his/her religion, race, color, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individuals ability to perform the duties of a particular job or position. The Contractor recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its subcontractors.

SPECIAL NOTICE TO BIDDERS

The Contractor agrees to comply with Chapter 2, Article 7, Ordinance No. 303-H as amended by Ordinance No. 330-H of the Detroit City Code, and those rules and procedures adopted by the Human Rights Department pursuant thereto.

The Contractor shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Contract, with respect to his/her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age marital status, handicap, public benefit status, sex, or sexual orientation.

The Contractor further agrees to take affirmative action to achieve reasonable representation of minority groups and women on its work force. Such affirmative action shall include, but not be limited to the following: employment, promotion, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training or education, including apprenticeships. The Contractor shall promptly furnish any information required by the City or the Human Rights Department pursuant to this Section B.

In the event the Contractor fails to comply with the provisions of Section B above, or any affirmative action undertaking outlined in its proposal documents, if any, or with any rules, regulations or orders issued by the Human Rights Department, the City as the Human Rights Department may impose such contract sanctions as it may deem appropriate, including but not limited to:

- a. Cancellation, termination or suspension of this Contract in whole or in part;
- b. Recovering from the Contractor by set off, against the unpaid portion of the Contract price or as otherwise agreed by the parties to this Contract, liquidated damages in the amount of one-half of one percent (.005) of the Contract price not to exceed five hundred dollars (\$500.00) per day for each day of non-compliance, as determined by the Human Rights Department; and
- c. Such other remedies as may be provided by law.

The Contractor further agrees that he shall notify any subcontractor of his obligations relative to non-discrimination and affirmative action under this Contract when soliciting same and shall include the provisions of this Article in any subcontract, as well as provide the City with a copy of any subcontract agreement. The Contractor further agrees to take such action with respect to any subcontract procurement as the City may direct as a means of enforcing such provisions including the aforementioned sanctions of non-compliance.

Breach of the terms and conditions of this Article may be regarded as material breach of this Contract.

Also, incorporate the following Federal provisions with those normally required under the above Article. During the performance of this Contract, the Contractor agrees as follows:

SPECIAL NOTICE TO BIDDERS

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or worker's representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by Secretary of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or Federally-Assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations,

SPECIAL NOTICE TO BIDDERS

or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Federal References

Whenever the term "Administrator, Housing and Home Finance Agency" occurs in the Specifications, this shall be changed to read: "Secretary of Housing and Urban Development", and the term "Housing and Home Finance Agency" shall be changed to: "Department of Housing and Urban Development".

City References

- a. Whenever the "Environmental Protection and Maintenance Department" is referred to, this shall be changed to read, "Department of Public Works".
- b. Whenever "Director" is referred to, this shall be changed to read, "City Engineer, City Engineering Division - DPW."

SPECIAL NOTICE TO BIDDERS

4. Add the following Article: Article 40 - Contract Deductions for City of Detroit Personnel Overtime Pay

Overtime shall be limited to the workdays used to develop the progress schedule and shall be Monday through Saturday and shall not include Sundays or City Holidays. Overtime work on Sundays and City Holidays shall be limited to emergency work necessary to safeguard the health and safety of the public.

The following are current City holidays: New Year's Day, Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran' Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve. The Contractor shall be responsible for confirming with the City Engineering Division, 2 Woodward Avenue, Suite 642 Coleman A Young Municipal Center, Detroit, MI 48226 any amendments to this list of calendar dates designated as paid holiday's for City of Detroit employees.

The engineer may require the contractor to cease construction operations during times as may be determined to be the interest of the public.

"The unit rate per hour for the purpose of overtime pay deductions, as referred in Article 9, of the General Specifications "Hours of Work", shall be **\$35.00/per hour** for each individual employee for project inspectors, plant inspectors, and laboratory personnel assigned to this project."

The overtime pay deductions shall be calculated according to the following schedule.

In excess of eight hours per day - Monday thru Friday

Excluding Holidays		"1.5 times" unit rate per hour
Saturday		"1.5 times" unit rate per hour
Sunday and Holidays		"2.0 times" unit rate per hour

26A. CHANGES TO GENERAL SPECIFICATIONS

Article II - "Maintaining Traffic"

Maintain turning movement in all directions and at all intersections in the project area at all times.

Add the following paragraph:

C. Specific Requirements

Maintain one lane of thru traffic in each direction all times. Maintain access to all commercial and residential buildings at all times.

SPECIAL NOTICE TO BIDDERS

26B. CHANGES TO SUPPLEMENTAL GENERAL SPECIFICATIONS

Article S-27, "Field Office": Delete this article in its entirety.

CHANGES TO DETAILED SPECIFICATIONS

ARTICLE 2.111.19, P.L.D. – Manhole and Handhole Adjustment: Delete this article in its entirety and substitute the following:

2.111.19 PUBLIC LIGHTING DEPARTMENT (P.L.D.) MANHOLE AND HANDHOLE ADJUSTMENT

The tops of existing P.L.D. manholes and handholes shall be adjusted to the new required grades and cross-section in the same manner as specified for sewer manholes.

If adjusting the frame and cover to the proposed grade requires adjustment of the handholes or handhole roof, the Contractor shall notify the P.L.D. The work involved in the adjustment of the roof of the structure and adjustment of the frame and cover to the new pavement surface will be performed by P.L.D. at no cost to the Contractor.

Should existing castings require replacement, as determined by the Engineer, the Contractor shall furnish such castings.

The unit price of the castings includes all costs necessary to provide castings to the project. This cost includes shipping, handling, storage, markup and any other cost associated with providing this item of work.

Salvages castings shall become the Contractor's property and shall be promptly removed from the job site.

The Contractor must submit to the P.L.D. for their approval, manufacturers cut sheets for the manhole and handhole frames and covers and the brick to be used in adjusting the elevation of the frames. Installation shall be in accordance with P.L.D. specifications and subject to P.L.D. inspection and approval.

Specifications and detailed drawings for P.L.D. manhole and handhole frames and covers may be obtained from the Public Lighting Department.

26C. ADDITIONS TO DETAILED SPECIFICATIONS

Special Provisions and Supplemental Specifications for the Tree Guarantee Sidewalk Projects:

Progress Clause
City of Detroit Special Provisions
Specifications for Limitations of Operations
Notice to Bidder for Utility Coordination
Special Provision for Working Area and Project Cleanup
Specifications for Mobilization
Specifications for Maintaining Traffic
Specification for Sidewalk Repair Notification
Specification for Sidewalks
Specifications for Sidewalk Ramp, ADA and Detectable Warning Surface

Michigan Department of Transportation Special Provision for Curb Ramp Opening, Concrete
Special Provision for Sidewalk with Tree Roots
Michigan Department of Transportation Special Provision for Quality Control and Acceptance of Portland Cement Concrete (For Local Agency Projects Only)
Special Provision for Structure Cover, Adjustment, Reconstructing Structure, and Water Shutoff Adjustment
Specification for Removing Tree Stumps

SPECIAL NOTICE TO BIDDERS

Specifications for Structure Cover Adjustment,
Reconstructing Structure and Water Shutoff
Adjustment
Specification for Grinding Sidewalks
Special Provision for Removal of Curb and Curb and
Gutter
Special Provision for Curb, Conc, Detail CD,
Modified
Specification for Berm Restoration
Special Provisions for Vertical Survey Monument

Drawing – City of Detroit Sidewalk Jointing Standard
Drawing – City of Detroit Sidewalk Ramp and
Detectable Warning Details
Drawing – City of Detroit Curb, Conc, Detail CD,
Modified
Drawing – Michigan Department of Transportation
Monument Box Detail

27. PRE-PERFORMANCE CONFERENCE

Before the starting notice is issued, the City Engineer will call conference for the purpose of discussing the labor standards provisions of the Contract. The conference shall be attended by the prime contractor, subcontractors, and by representatives of the City and Federal Government.

28. SUBCONTRACTS

- A. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract, until he has submitted a Non-Collusion Affidavit from the subcontractor in substantially the form shown on the attached sheet, and has received written approval of such subcontractor from the City.
- B. No proposed subcontractor shall be disapproved by the City without cause.

29. ACCIDENT PREVENTION

- A. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his fault or negligence in connection with the prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.
- B. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.

30. SANITARY FACILITIES

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulation.

SPECIAL NOTICE TO BIDDERS

31. REVIEW BY CITY

The City, its authorized representatives and agents, (as defined under GENERAL CONDITIONS, PART II, Page LP-1) shall, at all times, have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approvals with respect to the work will be given to the Contractor only by the City through its authorized representatives or agents.

32. WORKING AREA

The Contractor will be required to submit to the Engineer written evidence indicating that the Contractor has secured permission to use for construction purposes the property adjacent to the public right-of-way which is owned by private individuals and/or the Planning and Development Department. The Planning and Development Department may grant the Contractor permission to use their property providing the Contractor complies with the following conditions:

1. Prior to starting the work, the Contractor shall prepare and submit to the Engineer a drawing indicating the limits of the work area required for his operations and said area is not to exceed twenty-five (25) feet beyond the existing curb of the street. The work area shall be sufficient for storage of materials and supplies, for hauling of materials and for parking of his employees' cars.
2. The Engineer, the Contractor, and a representative of the Planning and Development Department will inspect the proposed working area and will note the condition of the area with regard to grade, type, and condition of surface, and existing vegetation.
3. After receiving approval of the work area, the Contractor shall place stakes which shall define the limits of the work area. The Contractor shall inform his employees, subcontractors, and suppliers that all operations shall be restricted to the approved work area. The Contractor shall be responsible for restricting his work force from trespassing outside the limits of the approved work area. Prior to completing the Contract, the Contractor shall restore the approved work area and any additional adjoining area which has been damaged by the operations of the Contractor, the Contractor's employees, subcontractors and suppliers. The restoration shall include removal of surplus soil and/or the furnishing and placing of additional fill if required, regarding, preparation of soil for rye seeding, if required, and the furnishing and sowing of rye seed, if required. Concrete batch plant or materials for mixing concrete for paving are not to be located on the job site.

33. AFFIRMATIVE ACTION - INFORMATION TO BIDDERS

The bidder's attention is directed to the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

Failure of Contractors or subcontractors to comply with Federal Rules and Regulations regarding Equal Employment Opportunity and Affirmative Action can result in the withholding of the advance of construction money until all deficiencies have been resolved.

Failure of Contractors or subcontractors to keep proper and adequate records and to submit proper and adequate reports can result in Federal action to withhold the advance of construction money until all deficiencies have been resolved.

SPECIAL NOTICE TO BIDDERS**A. Contracts Under \$100,000**

If the Contractor intends to utilize subcontractors, he shall make efforts acceptable to solicit minority subcontractors to bid and perform on this project. Assistance in this matter can be obtained from:

**Michigan Minority Business Development Council
100 River Place, Suite 300
Detroit, Michigan 48207
313- 873-3200**

B. Contracts Over \$100,000

If the Contractor intends to utilize subcontractors, he shall make efforts to solicit minority subcontractors to bid and perform on this project. Such effort may include, but not be limited to, contacts with minority contractor organizations (such contacts shall be in person) and affirmative action steps taken to accomplish minority contractor involvement (e.g. split contracts, mini-contracts, etc.)
A minority contractor organization located in this area is:

**Michigan Minority Business Development Council
100 River Place, Suite 300
Detroit, Michigan 48207
313- 873-3200**

All bidders who anticipate using subcontractors on this project shall submit evidence with their bids that acceptable efforts as minority subcontractor solicitation have been made.

34. SECTION 3 CLAUSE "Not Used"**35. AUDIT ACCESS**

If applicable, the Contractor shall keep and maintain all books, records and other documents relating directly to the receipt and disbursement of the corpus and any duly authorized representative of the Secretary of the United States Department of Housing and Urban Development or Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit and examine all such books, records and other documents of the Contractor until three (3) years after the completion of all close-out procedures respecting the use of such funds, and until the final settlement and conclusion of all issues arising out of the use of such funds.

36. COMPLIANCE WITH CLEAN AIR AND WATER ACTS

If applicable, the Contractor agrees to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

The Contractor agrees to report violations to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). The Contractor recognizes mandatory standards and policies relating to

SPECIAL NOTICE TO BIDDERS

energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

37. RETAINAGE REQUIREMENT STATE ACT 524 OF 1980

Notwithstanding anything contained herein to the contrary, if not in conflict with federal law or regulation, the following terms and conditions shall apply to this contract to the extent required by Act No. 524 of Public Acts of 1980 (the "Act"):

- A. As provided in the Act, the following persons are hereby designated to receive and submit, respectively, the requests for progress payments:
 - 1. For the City: Engineer of Inspection
- B. The following person is hereby designated as the "Architect or Professional Engineer": City Engineer, City Engineering Division - DPW
- C. The City shall retain a portion of the progress payments otherwise due to the Contractor (The "Retainage") as follows:
 - 1. The City shall retain ten percent (10%) of the dollar value of all work in place until work is fifty percent (50%) in place;
 - 2. After the work is fifty percent (50%) in place, additional Retainage shall not be withheld unless the City determines that the Contractor is not making satisfactory progress, or for other specific cause relating to the Contractor's performance under this contract. If the City so determines that the Contractor is not making satisfactory progress or other specific cause relating to the Contractor's performance under his contract exists, the City may retain an additional amount of the progress payments otherwise due the contractor, which additional amount shall not exceed ten percent (10%) of the dollar value of work more than fifty percent (50%) in place. In any event, the Retainage withheld by the City pursuant to the Act shall not exceed the pro rata share of the City's matching requirements, provided, however, that if the provisions of any federal or state law or regulation provide for the retention of a different amount, the provisions of such other law or regulation shall govern.
- D. All retained funds that are deposited in a regulated financial institution pursuant to the Act shall bear interest at the rate determined by the financial institution in which the retained funds are deposited.
- E. Each progress payment requested shall be paid by the City to the Contractor within the following time period:
 - 1. Thirty (30) days after the Engineer's or Architect's periodic Certified Payment Estimate; or
 - 2. Fifteen (15) days after the City has received the funds with which to make the progress payment from a department or agency of the federal or state government, if any funds are to come from either of these sources.

SPECIAL NOTICE TO BIDDERS

In the event that the City fails to make a progress payment within the above stated period of time, and upon request by the Contractor to pay a reasonable interest charge, the reasonable interest rate payable by the City shall be six percent (6%). Interest will begin to accrue only on the thirty-first (31st) day, if payment was due according to paragraph (1) above, or on the sixteenth (16th) day if payment was due according to paragraph (2).

The actual "date of payment" of a progress payment shall be deemed to be the date on the check issued by the City for such payment.

- F. If at any time during the term of this contract a dispute arises between the City and the Contractor as to whether there has been a delay for reasons that were within the control of the Contractor, or as to the period of time that such delay for reasons that were within the Control of the Contractor, or as to the period of time that such delay has been caused, continued, or aggravated by actions of the Contractor; or if at any time after ninety-four percent (94%) of work time after ninety-four percent (94%) of work under the contract is in place, a dispute between the City and the Contractor arises as to whether there has been an unacceptable delay by the Contractor in performance of the remaining six percent (6%) of work under the contract; the City and the Contractor agree to submit the foregoing disputes to the decision of an agent, at the option of the City and in accordance with provisions of the Act. The City and the Contractor shall bear equally all costs of the agent to whom a dispute is submitted for a decision, which decision shall be made by the agent pursuant to, and in accordance with, the provisions of the Act.

38. COVID-19 WORKPLACE SAFETY PLAN

The Contractor shall prepare, implement and maintain a COVID-19 Workplace Safety Plan for the project in accordance with the City of Detroit's COVID-19 Safe Workplace Standards for Construction Sites. The plan shall be submitted to the City Engineer within seven (7) calendar days of Notice of Award. Compliance with these standards will be enforced. At a minimum, the plan shall include the following elements:

- a) Initial testing of each worker for COVID-19
- b) Daily worker temperature checks, health screening and monitoring
- c) Workplace distancing and hygiene protocols
- d) Mandatory use of masks and other necessary PPE
- e) Thorough and frequent cleaning of worksites and vehicles

The Start of Work Notice will be issued for construction only after the COVID-19 Workplace Safety Plan is reviewed and approved by the Chief Medical Consultant. A copy of standards can be downloaded from the following link:

<https://detroitmi.gov/sites/detroitmi.localhost/files/news/2020-04/COVID-19SafeWorkplaceStandards.pdf>

39. SUBCONTRACTOR UTILIZATION (EXECUTIVE ORDER NO. 4)

In accordance with the City of Detroit Executive Order No. 4, this contract requires a minimum of 30% of the total contract dollar amount to be subcontracted to Detroit Based Businesses or Small Businesses.

SPECIAL NOTICE TO BIDDERS**40. PROMPT PAYMENT**

The individual responsible for accepting performance under this contract is:

Richard Doherty, City Engineer
DPW - City Engineering Division
2 Woodward Avenue
Suite 601 Coleman A Young Municipal Center
Detroit, Michigan 48226
313-224-3955 Telephone
313-224-3471 Fax
dohertyri@detroitmi.gov

The contact person from whom payment should be requested is:

Michel Bongo, Accountant IV
Office of Departmental Financial Services, Office of the Chief Financial Officer
2 Woodward Avenue
Suite 1010 Coleman A Young Municipal Center
Detroit, Michigan 48226
313-224-4639 Telephone
bongom@detroitmi.gov

41. INVOICING

Each invoice submitted requires a valid unique invoice number to facilitate the payment process. All invoices submitted shall adhere to the City's requirements for a proper invoice number and shall not contain any of the following:

- Alphabetic suffixes (e.g. 123A)
- Numeric suffixes (e.g. 123-3)
- Periods, dashes, slashes, hyphens or extraneous characters or spaces

Additionally, each invoice shall include all of the following information:

For: DPW-City Engineering Division (or other applicable Dept/Div)
Date of invoice
Time period of service (s) provided (if applicable)
Contractor's/Vendor's Federal ID Number
Valid Purchase Order Number (CPO/SPO number (s) and PW Number

Submit only the original invoice to:

City of Detroit, Office of the Chief Financial Officer-Accounts Payable Division
2 Woodward Avenue, Suite 628
644 Coleman A. Young Municipal Center
Detroit, MI 48226

Submit a copy of the invoice with all supporting documentation to:

DPW-City Engineering Division
Attention: Carla Brown
2 Woodward Avenue
601 Coleman A. Young Municipal Center
Detroit, MI 48226

SPECIAL NOTICE TO BIDDERS

In accordance with the Prompt Payment Ordinance, departments shall notify vendors of issues with invoices to facilitate timely payment. Any invoices submitted without a proper invoice number or that do not otherwise comply with the ordinance requirements will be referred back to the department for correction.

Failure to follow this procedure or include the requested information could delay payment.

1. GENERAL PURPOSE & INTENT

These Standard Instruction to Bidders contain information and requirements which in general, are common to all Contract Documents prepared by the City Engineer's Office of the City of Detroit in which these instructions are included. Such instructions and requirements apply to this Contract except as such may be modified and supplemented by specific instructions and requirements pertaining to this Contract contained elsewhere in these Contract Documents.

In addition to these instructions, the Advertisement and Special Notice to Bidders also contain information to bidders.

No effort is made to emphasize any particular provision of the Contract Documents, but bidders must familiarize themselves with every provision and its effect.

2. THE CONTRACT DOCUMENTS

The Contract Documents consist of the following, grouped as listed below:

PART I

- Advertisement
- Special Notice to Bidders
- Standard Instructions to Bidders
- Proposal
- Agreement
- Bond Forms
- Contract Forms

PART II

- General Specifications
- Detailed Specifications

PART III

- Contract Drawings, if any, when so stated in the "Special Notice to Bidders"

In addition to the above, any and all Bulletins issued become a part of the Contract Documents.

- A. "Table of Contents," bound in the front of Part I, lists the individual parts and major subdivisions for each individual part by title, and indicates the total number of pages in each individual part. When Contract Drawings prepared by the City Engineer are included, the individual drawing titles and numbers are also listed here.

In the process of assembling and binding the Contract Documents, individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine his copy of the Contract Documents for completeness, for no claim of any bidder will be allowed on the basis that his copy of the Contract Documents was incomplete.

Titles, subtitles, headings, running heading and tables of content, as used throughout the Contract Documents are merely convenience and in themselves are not a Contract provision or requirement and are not to be taken into account in any way in construing any of the rights or obligations of the parties to the Contract.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Should any prospective bidder be in doubt as to the true meaning of any portion of the Contract Documents, or should he find any patent ambiguity, inconsistency, or omission thereon, he shall request the City Officer, in writing, for an official interpretation or correction. The person making the request will be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional Contract provision the City may decide to include, will be made only as a Bulletin which will be mailed or delivered to each person recorded as having received a copy of the Contract Documents. Any Bulletin issued by the City Officer shall become a part of the Contract Documents and shall be taken into account by each bidder in preparing his bid.

Only the Bulletin duly issued by the City Officer shall be binding, and prospective bidders are warned that no oral interpretation, information, or instructions by any officer or employee of the City is authorized.

4. BIDDER'S QUALIFICATION

Bids are solicited only from responsible bidders known to be skilled and regularly engaged in work of similar character and proportion to that covered by the Contract Documents.

After the opening of bids, when so requested by the City Engineer, the bidder shall promptly submit a certified written statement setting forth such information as the City may require concerning his prior experience and performance record, other work now under contract, financial condition, personnel, and qualifications of his working organization, available equipment and the major parts of the work proposed to be sublet.

In addition to the above, and when so requested by the City Engineer, the bidder shall meet with the City's representatives and give further information in relation to his proposed tentative construction plan and schedule of operations and such other matters as the City may deem necessary in order to determine the bidder's qualifications, responsibility and ability to perform and complete the work in accordance with the Contract requirements.

5. BIDDER'S EXAMINATIONS & INVESTIGATIONS

The prospective bidder shall carefully and thoroughly examine all parts of the Contract Documents and all maps, drawings, and other data mentioned therein as being on file in the City Engineer's Office for examination.

The bidder shall make an inspection of the site of the proposed work, as well as its adjacent area, and determine for himself all conditions under which he will be obliged to work.

The submission of a proposal shall, in itself, be conclusive evidence that the bidder has made all examinations and

investigations he deemed necessary to properly prepare a proposal meeting all Contract requirements.

No plea of ignorance of conditions that may exist or that may hereafter exist, or of difficulties that may be encountered in the execution of the work under this Contract, as a result of the bidder's failure to make prudent examinations and investigations will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all requirements of the Contract Documents, or will be accepted as a basis for a claim for extra compensation, damages, or for an extension of the time of completion.

6. LABOR & MATERIALS

The City of Detroit will not furnish any labor, materials or supplies unless specifically provided for in the Contract.

- A. All materials and equipment incorporated in the work of this Contract shall be new. No secondhand or salvaged materials or equipment will be permitted unless specifically specified.
- B. **Availability of Materials:** The specified time of completion is based upon the availability of the required materials. It will be assumed by the City that each bidder will have made his own investigation and determination of the probable availability of the required materials in the amounts and at times necessary to complete the work within the time allowed for completion.

If, during construction, certain materials cannot be obtained in the quantities and/or at time necessary to complete the work within the time allowed, then an extension of time of completion will be considered in accordance with the provisions of Article 18, "Delays and Extension of Time," of the General Conditions provided.

- 1) The materials which in the judgment of the Engineer were properly determined to be available at time of bidding, become unavailable during construction;
- 2) Diligent efforts have been made by the Contractor to secure the materials;
- 3) The Engineer has been notified sufficiently in advance so that available substitutions could have been considered.

Delay in securing any specific materials shall not be used as the basis for delaying the construction of other parts of the work not dependent upon such delayed materials.

7. BASIS OF BID – PRICE REQUIRED

The Special Notice to Bidders designates the basis on which the price or prices are required. Such price or prices are to be submitted in accordance with the following provisions such as are applicable to the basis designated for this Contract.

In arriving at the price or prices bid, the bidder shall make his own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, availability of materials, uncertainty of weather, and all other contingencies. It is the intent of the Contract Documents to provide for finished work and any miscellaneous items clearly necessary to this end shall be considered a Contract requirement whether or not specifically included in the Contract Documents.

- A. **Single Lump Sum Price:** When proposals are invited on the basis of a lump sum price for the entire work included in the Contract, then only a single lump sum price shall be submitted.
- B. **Lump Sum Price for All or Parts of the Work:** When proposals are invited on the basis of a lump sum price for the entire work included in the Contract with the option for separate bids on designated parts of the work, the bidder may submit a lump sum price for the entire work and or separate lump sum prices for such of the designated parts he is qualified to perform.
- C. **Lump Sum Prices for Designated Parts of the Work:** When proposals are invited on the basis of separate lump sum prices designated for parts of related work with no provision for a single lump sum price for the entire work, the bidder may submit a lump sum price for each of the designated parts he is qualified to perform. No price shall be submitted for doing the entire work, or combination of parts thereof, as a single contract.
- D. **Lump Sum Price - Two or More Independent Contracts:** When the Proposal is common to two or more Contracts for work which is distinctly separated but of the same general type, the bidder may submit a lump sum price for such Contracts as he selects, with the Proposal for each Contract to be considered independently. Unless the Proposal otherwise provides, it will be understood that the bidder considers himself qualified to perform concurrently each of the Contracts for which he submits a price and to perform each in accordance with its own specific Contract requirements.

When the Proposal so provides, a bidder, whose capacity for doing concurrent work prevents him from accepting all the contracts on which he may desire to submit proposals, may submit a lump sum price on such contracts as he selects with the understanding that he would be awarded only the total number of contracts which he stipulates in the Proposal that he has the capacity to accept and perform concurrently. However, the bidder shall not designate which particular contract or contracts he would accept in event he is the low bidder on more contracts than he has the capacity to perform concurrently. The determination of on what contract or contracts a bidder is considered to have submitted the actual low bid or bids will be made by the City on the basis of the bids which will result in

the entire work of all contracts being done for the least cost to the City.

When the Proposal so provides, and not otherwise, the bidder may submit a lump sum price for doing as a single contract all the work of the individual contracts in such combination as listed in the Proposal.

E. Unit Price: When Proposals are invited on the basis of unit prices for various items, the bidder shall state a unit price for each and every item listed in the Proposal form, and such prices shall be extended and totaled. If, during the review of the Proposals, the City finds any errors in any extension or total, the City will make the necessary corrections and award the Contract on the basis of such corrections, since the unit prices shall govern.

Any proposal which does not contain a unit price for each item listed will be deemed incomplete and will not be considered in the award of the Contract.

Any work not specifically mentioned in the payment items listed in the Proposal shall be considered incidental to one or more of the payment items, and no claim for additional compensation will be allowed. The bidder shall not add to the listed items, or combine any of the items.

The quantities for the various items of work appearing in the Proposal, while stated with as much accuracy as possible in advance, are approximate only and given solely to provide a uniform basis for comparing bids and determining the amounts of the bonds. The actual quantities required to complete the work and for which payment will be made, may be more or less than those stated in the Proposal, and, if so, no claim for damages or loss of profits will be allowed.

The unit price for each of the several items in the Proposal shall include its pro rata part of overhead and be such that the whole of the unit prices will represent a balanced bid. Any proposal in which the unit prices bid for any of the several items are deemed by the City to be manifestly unbalanced may be rejected by the City and not considered in the award of the Contract and may cause the entire bid to be rejected.

8. PREPARATION OF PROPOSALS

Proposals shall be carefully prepared in strict accordance with the Contract requirements and these instructions, otherwise the bid may be rejected and not considered in the award of the Contract.

A. Form: The blank form of Proposal supplied by the City shall be used. The form shall not be detached, but shall be submitted intact as originally bound. No change shall be made in the wording of the form or in any of the items mentioned therein, nor shall any special conditions be made or included as part of the bidder's proposal.

8. PREPARATION OF PROPOSALS

Proposals shall be carefully prepared in strict accordance with the Contract requirements and these instructions, otherwise the bid may be rejected and not considered in the award of the Contract.

A. Form: The blank form of Proposal supplied by the City shall be used. The form shall not be detached, but shall be submitted intact as originally bound. No change shall be made in the wording of the form or in any of the items mentioned therein, nor shall any special conditions be made or included as part of the bidder's proposal. Proposals shall be filled out legibly in ink. Erasures or other changes in the bid shall be explained or noted over the signature of the bidder.

B. State of Prices: The price or prices bid shall be stated in figures only and in the proper space or spaces provided in the Proposal form.

C. Evaluated Bid: When the Proposal provides for evaluated bids, full information shall be supplied and computations shall be made by the bidder in accordance with the manner and method provided for in the Proposal. If, during the review of the Proposals, the City finds any errors in the bidder's computation, the City reserves the right to make the necessary corrections, including the changing of any values used in the computation found to be a variance with basic information or data furnished by the bidder. When information is required to supplement the statements made by the bidder, it shall be furnished in accordance with the next following section.

D. Information Required: When the Special Notice to Bidders or the Proposal form so requires, certain information, in addition to the price bid, shall be furnished as part of the bidder's proposal. Failure of the bidder to submit the required information or the submission of the information in an inaccurate or incomplete form may be cause for rejection of the entire Proposal.

1) **Bidder's Drawings and Specifications:** When bidder's drawings and/or specifications are required to be submitted, they shall be in sufficient detail to fully and distinctly show and describe the equipment which the bidder proposes to furnish, including the kind and quality of the material and workmanship that will be used in the various parts. If any general drawings, specifications, catalogs, or other literature are submitted which contain information or data not pertaining to the particular equipment proposed to be furnished, appropriate notations to that effect must be made.

- 2) Other Information: When the Proposal form provides space for inserting required information, such space is to be used. If the bidder finds such space insufficient, then the required information may be submitted on separate sheets properly identified as part of the bidder's proposal.
- 3) Supplemental Information: The bidder may submit such supplemental information, as he may desire, describing the equipment he proposes to furnish. However, the bidder is to completely fill out the Proposal form even though some of the information required to be stated in the Proposal may be contained in the supplemental information furnished.

E. Conditional Bids: Any stipulation or qualification contrary to the Contract requirements made by the bidder in or accompanying his proposal as a condition for the acceptance of the Contract will not be considered in the award of the Contract and may cause the rejection of the entire Proposal.

F. Waiver: The bidder's attention is called to the paragraph in the Proposal headed "Waiver." This is included for the purpose of avoiding any controversy over the claim of any bidder of the right to refuse to execute the Contract and demand the return of his bid deposit on the grounds of error, mistakes, or omissions made by him in his Proposal.

G. Name, Legal Status, and Bidder's Signature: Each bid shall contain, on page P. 4 of the Proposal form, the following information inserted in the respective places provided therefore:

- 1) Full business name of bidder together with Federal Treasury number.
- 2) Business address.
- 3) Signature of bidder. The person signing the Proposal shall use his/her usual signature, followed by his/her name legibly printed on the line next below.
- 4) Date of Proposal

The following are additional requirements, according to the bidder's legal status:

Individual

- 1) Legal Status – place "X" in box for "individual".
- 2) Home address and social security number.

A bid by a person who adds to his/her signature the word "President", "Partner", "Agent" or other

designation, without disclosing his/her principal, may be held to be the bid of the individual signing.

Doing Business Under an Assumed Name

- 1) Legal Status – place "X" in box for "Doing Business under an Assumed Name" together with the Federal Treasury number.
- 2) County in Michigan in which assumed name is registered.
- 3) Home address of individual and Social Security number.

Co-Partnership

- 1) Legal status - place "X" in box for "Co-partnership."
- 2) County in Michigan in which co-partnership is registered.
- 3) Names and home address of all partners, together with Social Security numbers.
- 4) Signature of one of the partners, followed by the word "Partner" on the line "Title."

Corporation

- 1) Legal status - place "X" in box for "Corporation."
- 2) Name of state under whose laws the corporation is incorporated.
- 3) If not a Michigan corporation - indicate by "X" in appropriate box if the corporation is licensed to do business in Michigan. An out-of-state corporation will be required to have such license at the time the Contract is executed.
- 4) Full names, titles, and home addresses of corporation officers, and Social Security numbers.
- 5) Signature of authorized officer of corporation, followed by his title.
- 6) Corporate seal affixed.
- 7) "Certificate" for signature and seal - page P. 5 of Proposal - shall be executed by an officer other than the one signing the Proposal.

Agent

If the bid is signed by an individual acting as an agent for the principal in whose name the Proposal is submitted, the addition to the above applicable requirements, there shall be attached to the Proposal a power-of-attorney evidencing authority of the individual to sign and submit the bid in the name of the designated principal.

9. BID DEPOSIT

When the Advertisement states that the security is required with the Proposal to insure the acceptance and execution of the Contract and Bonds, no bid will be considered complete unless so guaranteed.

A. Amount: The amount of the bid deposit shall be not less than that stipulated in the Advertisement. In case the Proposal contains alternates, the amount of the bid security, if stated as a percentage of the bid, refers to the Base Bid. If the Proposal contains two or more Contracts, the amount of the bid security required is determined on the total amount of the bids for such Contracts for which bids are submitted.

B. Form: The bidder, at his option, may furnish either a certified check, bank draft, irrevocable bank letter of credit, or guaranty (bidder's) bond. If the bid deposit covers two or more contracts contained in the same Proposal form, one check, draft, irrevocable bank letter of credit, or guaranty bond may be used if properly identified to cover all contracts for which a bid is submitted. Cash deposits will not be accepted.

Check: The certified check or bank draft shall be drawn on a solvent bank and made payable without condition to the "Detroit Building Authority."

Irrevocable Bank Letter of Credit: The irrevocable bank letter of credit shall be drawn on a solvent bank and made payable to "Treasurer, City of Detroit." The Irrevocable Bank Letter of Credit shall be given in compliance with and subject to the provisions and term of the Uniform Commercial Code which was adopted in Michigan in 1962 in Public Act 174. (Authorized by Common Council Resolution September 2, 1969, JCC 2208.) The Irrevocable Bank Letter of Credit must be submitted on a form acceptable to the City of Detroit.

Bond: The guaranty (bidder's) bond shall be on the form supplied by the City. The bond shall be executed by a surety company licensed to do business by the State of Michigan, and in accordance with the instructions contained on the bond form.

C. Submission: The bid deposit, in whichever form, shall be enclosed in the same envelope as that containing the bid and is not to be submitted separately.

D. Return: The bid deposit of all bidders may be held by the City until all bids have been canvassed and the award of the Contract recommended to and approved by the City Council.

The bid deposit of the bidder awarded the Contract will be held until the Contract is duly executed and confirmed. The bid deposits of other than the successful bidder will be returned after the award has been made by the City Council.

E. Forfeiture: If the bidder to whom the contract is awarded, refuses or neglects to properly execute the Contract, or fails to furnish the required surety bonds, within 10 calendar days after written notice to him, the amount of the deposit shall be forfeited, and retained by the City of Detroit as liquidated damages.

10. SUBMITTING BID

A. Form: The Bid Documents containing the Proposal, together with the required bid deposit, shall be securely sealed in a suitable envelope clearly labeled as a bid identified by the Contract number stated in the Advertisement, and showing the bidder's name, so as to guard against premature opening.

B. Place and Time: Bids will be received during the regular business hours at the place and up to the time stated in the Advertisement, or up to the time as extended by Bulletin. Any bid received after the stated hour, even through the mail, will be returned unopened to the bidder.

C. Withdrawal: Bids received prior to the scheduled time for receipt of bids will be kept securely, unopened. No bid after being received by the City will be returned to a bidder prior to the opening of bids. After the opening and reading of the bids, no bid may be withdrawn before the expiration of the number of days specified in the Advertisement, and then only in writing and in advance of the actual award. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid before or after it has been opened.

D. Modifications: No bid after being submitted may be modified or changed by letter, telegram, or other means, and if any such modification is received by the City, it will not be considered in the award of the Contract. No bidder will be permitted to submit more than one bid.

11. OPENING OF BIDS

All bids received will be **publicly opened for identification, but not read** after the designated time at the place stated in the Advertisement or as extended by Bulletin, and bidders are invited to be present.

12. COMPARISON OF BIDS

- A. **Lump Sum Bids:** Bids on lump sum contracts will be compared on the basis of the lump sum price bid, adjusted for alternate prices bid if any are called for in the Proposal.
- B. **Unit Price Bids:** Bids on unit price contracts will be compared on the basis of a total estimated price, arrived at by taking the estimated quantities of each item stated in the Proposal, multiplied by the corresponding unit prices bid, and including any lump sum bids on individual items. Any errors found in the bidder's extensions or addition will be corrected, since the individual unit prices govern, and the total estimated price will be adjusted accordingly.
- C. **Evaluated Bids:** Bids on an evaluated basis will be compared on the basis of the net evaluated bid price. Any errors found in the bidder's computation will be corrected and the net evaluated bid price adjusted accordingly. The Contract, if awarded, will be awarded at the bid price to the responsible bidder having the lowest net evaluated bid price.

13. REJECTION OF BIDS

The City of Detroit reserves the right to reject any and all bids or to waive any irregularity in any bid should be deemed for its best interest so to do. Without being limited thereto, a bid may be rejected if:

- A. The Proposal does not strictly conform to the requirements of the Contract Documents or law;
- B. The Proposal contains unit prices which, in the judgment of the Engineer, are unbalanced;
- C. The Proposal is conditional;
- D. The bidder misstates or conceals any material fact in the bid;
- E. The bidder fails or refuses to promptly furnish the City information requested as to his qualifications and responsibility;
- F. A determination is made by the City that the bidder is not qualified or responsible to perform the work.

14. AWARD OF CONTRACT

The Contract will be awarded to the lowest responsible bidder complying with the requirements of the Contract Documents, provided his bid is reasonable and the best interest of the City of Detroit will be served by accepting it. The Contractor will not be subdivided among two or more bidders unless the Proposal provides for separate bids on designated parts of the work, and then only when the total of the lowest reasonable bids for the individual parts is less than the lowest responsible bid for the entire work when a combined bid is permitted.

The Contractor will be deemed to be awarded after the formal approval of the Common Council of the City of Detroit has been obtained, and written notice by the City has been sent to the intended awardee. The Contract will not, however, be valid or binding upon the City until the Contract Agreement has been duly executed by both parties, the required Surety Bonds furnished, and the executed Contract Documents have been endorsed and confirmed in accordance with the City of Detroit Charter.

15. CONTRACT EXECUTION

The bidder to whom the Contract is awarded, shall within 10 calendar days after the Contract forms are presented to him, enter into written contract with the City by properly executing the Agreement and furnishing the required Performance Bond and Payment Bond and other information and affidavits as are required by and in strict accordance with the City's instructions accompanying the Contract forms.

Any delay by the successful bidder beyond the ten calendar days stipulated for submitting to the City Engineer in complete and acceptable form and number, the Agreement, Bonds, and other required information and affidavits, will cause a like number of calendar days being deducted from the total time stipulated for fully completing the work.

This provision in no way affects the rights of the City to require forfeiture of the bid deposit as provided for in Article 9E.

16. BOND REQUIREMENTS

The successful bidder to whom the Contract is awarded shall furnish at his own expense and at the time he submits his executed copies of the Contract, surety company bonds, on forms furnished by the City, conforming to the applicable statutes of the State of Michigan in effect at the time of the date of the bonds, as follows:

- A. *Performance Bond*, to insure construction and completion of the entire work according to the requirements of the Contract and within the time allowed.

- B. *Payment Bond*, for the protection of claimants supplying labor and materials to the principal contractor or his sub- contractors in the prosecution of the work.

Each bond shall run to the City of Detroit, Michigan, and each bond shall be in the full amount of the Contract price unless otherwise specified in the Special Notice to Bidders.

The surety company or companies shall be listed in the latest issue of U.S. Treasury Form 570, and shall be licensed to do business in the State of Michigan as evidenced by a copy of the "Certificate of Authority" issued by the Michigan State Department of Insurance filed with the Director. Should any surety upon the Contract be deemed unsatisfactory at any time to the City, notice will be given to the Contractor to that effect by the City, and the Contractor shall forthwith substitute a new surety or sureties satisfactory to the City and without any additional cost to the City.

17. ASSIGNMENT OF CONTRACT

Bidder's attention is directed to Article 29 of the General Conditions, "Assignment." The City will not consider the assignment or transfer of the Contract unless an exigency occurs which was not known or could not have been foreseen by the bidder at the time of bidding. No assignment or transfer will be approved which is not in the best interest of the City.

18. SUBCONTRACTS

The bidder's attention is directed to Article 28 of the General Conditions, "Subcontracts." No portion of the work may be sublet without the prior written approval of the City. Bids shall be based on letting subcontracts, whenever possible, to Detroit companies. Subcontractors must agree to do their work in Detroit and to use Detroit labor where practicable to give the kind of work specified.

When the Proposal so provides, the bidder shall name the persons or firms he proposes to use as subcontractors for such parts of the work specifically listed in the Proposal. All persons or firms so named shall be acceptable to the City of Detroit and if any are not acceptable, the bidder will be required to name other persons or firms which are acceptable. Any such required substitutions will in no way otherwise change or modify the bidder's Proposal. After the award of the Contract, no substitutions will be allowed except for reasons deemed justified by and in the best interest of the City.

PROPOSAL

**TO : CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF CONTRACTING AND PROCUREMENT
DETROIT, MICHIGAN 48226**

**PROJECT: PW-7023 COLD MILLING, HMA RESURFACING AND MISCELLANEOUS
CONSTRUCTION FROM E. JEFFERSON AVENUE TO MACK AVENUE; AND
REALIGNMENT OF BIKE TRAILS FROM E. JEFFERSON AVENUE TO
CHANDLER PARK DRIVE IN THE CITY OF DETROIT**

PART I - BASE BID

1. PRICE BID

The undersigned hereby proposes to furnish all materials and supplies and to provide all labor, construction tools and equipment and to perform and fully complete all the work required for the construction of the above described project for which unit prices are hereinafter submitted.

The undersigned agrees that any incidental work required to perform the complete scope of work and not specifically mentioned in the payment items shall be considered as incidental to the payment items and that no claim for additional compensation will be made.

The undersigned understands that the quantities stated in the Unit Price Schedule are approximate only and are subject to increase or decrease and the undersigned hereby agrees to perform all quantities of work as either increased or decreased in accordance with the requirements of the contract documents at the unit prices bid in the Unit Price Schedule.

PROPOSAL

PART II CONDITIONS

II. BID DEPOSIT

A bid deposit accompanies this Proposal in the form checked below:

- ☒ Bid Bond by Surety Company
- ☐ Certified Check or Bank Draft
- ☐ Irrevocable Bank Letter of Credit

Such deposit is in an amount not less than called for in the Advertisement, and is given as a guarantee of the good faith of the Undersigned and that the Undersigned will enter into written contract as provided, if successful in securing the award thereof; and it is hereby agreed that if at any time other than as provided in the Contract requirements and conditions, the Undersigned should withdraw this Proposal, or if this Proposal is accepted and should there be a failure on the part of the Undersigned to execute the Contract and furnish satisfactory Bonds within 10 days after the date of notification of the acceptance of this Proposal, in either of such events, the bid deposit shall be forfeited to the City of Detroit as liquidated damages, and not as a penalty; otherwise the bid deposited shall be returned to the Undersigned upon confirmation of the Contract.

II. BIDDER'S EXAMINATIONS AND UNDERSTANDING

The Undersigned certifies that the Contract Documents listed in the Standard Instructions to Bidders, together with any and all Bulletins issued, have been carefully examined, and the site of the work has been inspected. The Undersigned declares that the amount and nature of the work is understood, and that at no time will misunderstanding of the Contract Documents be pleaded.

II. BIDDER'S QUALIFICATIONS

The Undersigned declares that he has had prior experience in the type of work required by the Contract Documents and that he has the necessary finances, personnel and working organization, and equipment available to execute the proposed work in accordance with the requirements of the Contract Documents. The Undersigned further declares that he is prepared to and will promptly furnish a certified written statement regarding his qualifications, including finances, upon request of and on the forms provided by the City Engineer.

II. STARTING AND COMPLETING WORK

The Undersigned declares that if awarded the Contract, he is prepared to and will start the work and complete the entire project in accordance with the provisions set forth under "Time of Starting and Completing Work" in the Special Notice to Bidders.

II. BID NON-COLLUSIVE

The Undersigned certifies that this Proposal is fair and genuine, and not collusive or sham, and that he has not in any manner, directly or indirectly agreed or colluded with any other person, firm, or association to submit a sham bid or to refrain from bidding, or in any way to fix the amount of this Proposal or that of any other bidder, or to secure any advantage against the City of Detroit.

PROPOSAL

The Undersigned further certifies that no officer or employee of the City of Detroit is personally or financially interested, directly or indirectly, in this Proposal, or in any contract which may be made under it, or in the purchase or sale of any materials or supplies for the work to which it relates, or any portion of any expected profits thereto.

II. BIDDER NOT IN ARREARS

The Undersigned certifies that, as of the date of this Proposal, he is not in arrears to the City of Detroit for debt or contract or is in any way a defaulter as provided for in Sec. 21-3-15, City Code (Ordinance No. 52H).

II. WAIVER

The Undersigned certifies the price bid in this Proposal is correct and complete and stated as intended by the Undersigned for work covered by this Proposal, and, further, that all information given in or furnished with this Proposal is correct, complete, and submitted as intended by the Undersigned, and the Undersigned does hereby waive any right or claim he may now have or which may hereafter accrue to him, by reason of errors, mistakes, or omissions made by the Undersigned in this Proposal, to refuse to execute the Contract if awarded to him, or to demand the return of the Bid deposit, or to be relieved from any of his obligations as set forth in said Bid Deposit required with this Proposal.

II. REJECTION OF BIDS

The Undersigned understands that the City of Detroit reserves the right to waive any irregularity in any bid, or to reject any or all bids.

PROPOSAL**PART III - NAME, ADDRESS, LEGAL STATUS, AND SIGNATURE OF BIDDER**

This Proposal is submitted in the name of:

**Fort Wayne Contracting, Inc./Ajax Paving Industries
Inc./Joint Venture**

(Print full legal name)

**FWC:45-0514373/Ajax
Paving: 38-1383205**

Federal ID Number

The Undersigned hereby designates below his business address to which all notices, directions, or other communications may be served or mailed:

Street: 320 E. Seven Mile Rd.City: Detroit Zip Code: 48203 State: MITelephone No: 313-368-3400 Fax No: 313-368-3406Contact Name & Title: **Patty Hopkins-Controller**E-Mail Address: **patty@fortwaynecontracting.com**

The Undersigned hereby declares that he had the legal status checked below:

☐ **INDIVIDUAL**☐ **DOING BUSINESS UNDER AN ASSUMED NAME**, which is registered with the County of Clerk of the County of _____, Michigan☐ **CO-PARTNERSHIP**, which is registered with the County Clerk of the County of _____, Michigan☒ **CORPORATION**, incorporated under the laws of the State of _____
(If other than Michigan Corp.)Now licensed to do business in Michigan ☐ YES
☐ NO☒ Certificate on P. 5 has been executed as evidence the person signing has the authority to commit the corporation to this Proposal

The names, titles and home addresses of all persons directly interested in this Proposal are as follows:

NAME AND TITLE**HOME ADDRESS**

(Include City, State & Zip Code)

**Christopher R. Honore-President-Fort Wayne
Contracting, Inc.****Brandon G. King-Estimating Manager-Ajax Paving
Industries, Inc.**

Signed and Sealed

This 17th day of September, 2020By Christopher R. Honore
(Signature)
Christopher R. Honore-President-Fort Wayne ContractingBy Brandon G. King
(Signature)**Brandon G. King-Est. Manager-Ajax Paving
Industries**

PROPOSAL

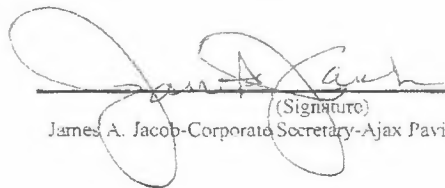
(Note: Bidder, if a corporation, shall cause the following certificate to be executed, provided that the same officer shall not execute both the proposal and the certificates.)

CERTIFICATE

I, James A. Jacob, certify that I am the
Corporate Secretary of the corporation named as Bidder herein;
that Brandon G. King who signed this Proposal on behalf of said
corporation, was then Estimating Manager of said corporation;
that said Proposal was duly signed and the corporate seal affixed for and in behalf of said
corporation by authority of its governing body, and is within the scope of its corporate powers.

09/17/2020

(Date)


(Signature)
James A. Jacob-Corporate Secretary-Ajax Paving Industries, Inc.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Michigan
 County of Oakland SS

Brandon G. King being first duly sworn, deposes and says that:

1. He is Estimating Manager of
 (owner, partner, officer, representative, or agent)

Ajax Paving Industries, Inc., the bidder
 that has submitted the attached bid,

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such a bid is genuine and is not a collusive or sham bid;
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Detroit or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) [Signature]

Estimating Manager-Ajax Paving Industries, Inc.
 Title

Subscribed and sworn to before me

this 17th day of September, 2020

Title: [Signature]

My commission expires: April 10, 2025

REBECCA A. TCHORZ
 NOTARY PUBLIC, STATE OF MI
 COUNTY OF WAYNE
 MY COMMISSION EXPIRES Apr 10, 2025
 ACTING IN COUNTY OF Oakland

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Michigan
 _____ SS
 County of Wayne

Christopher R. Honore being first duly sworn, deposes and says that:

1. He is President of

 (owner, partner, officer, representative, or agent)
Fort Wayne Contracting, Inc., the bidder
 that has submitted the attached bid,
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such a bid is genuine and is not a collusive or sham bid;
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Detroit or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Christopher R. Honore
 (Signed)

President-Fort Wayne Contracting, Inc.
 Title

Subscribed and sworn to before me

this 17th day of September, 2020

Patricia Hopkins
 Title:

My commission expires:

2/18/2026



**PROPOSAL FOR PW-7023
CONNER IMPROVEMENTS
UNIT PRICE SCHEDULE**

ITEM NO.	DESCRIPTION OF ITEM	QTY.	PAY UNIT	UNIT PRICE	ITEM TOTAL
1	Mobilization, Max 10%	1	LS	\$ 258,000.00	\$ 258,000.00
2	Pavt, Rem	175	Syd	\$ 20.00	\$ 3,500.00
3	Sidewalk, Rem	3,350	Syd	\$ 9.00	\$ 30,150.00
4	Exploratory Investigation, Vertical	100	Ft	\$ 30.00	\$ 3,000.00
5	_ Curb, Rem, Modified	400	Ft	\$ 10.00	\$ 4,000.00
6	_ Integral Curb and Sidewalk, 2 feet, Rem, Modified	47	Ft	\$ 20.00	\$ 940.00
7	Granular Material, CI II	30	Cyd	\$ 30.00	\$ 900.00
8	Subgrade Undercutting, Type II	150	Cyd	\$ 1.00	\$ 150.00
9	_ Excavation, Earth, Modified	850	Cyd	\$ 50.00	\$ 42,500.00
10	Aggregate Base, 4 inch	4,000	Syd	\$ 11.00	\$ 44,000.00
11	Sewer, CI A, 12 inch, Tr Det B	500	Ft	\$ 80.00	\$ 40,000.00
12	Dr Structure, 24 inch dia	10	Ea	\$ 2,500.00	\$ 25,000.00
13	_ Dr Structure Lead, Cleaning, Modified	1,360	Ft	\$ 2.00	\$ 2,720.00
14	_ Dr Structure Cover, Modified	37,400	Lb	\$ 1.00	\$ 37,400.00
15	_ Dr Structure Cleaning, Modified	136	Ea	\$ 125.00	\$ 17,000.00
16	_ Dr Structure Cover, Adj, Case 1, Modified	124	Ea	\$ 500.00	\$ 62,000.00
17	_ Dr Structure Cover, Adj, Case 2, Modified	1	Ea	\$ 500.00	\$ 500.00
18	_ Reconstructing Dr Structure, Case 1, Modified	12	Ea	\$ 505.00	\$ 6,060.00
19	_ Reconstructing Dr Structure, Case 2, Modified	1	Ea	\$ 500.00	\$ 500.00
20	Pavt, Cleaning	1	LS	\$ 13,950.00	\$ 13,950.00
21	HMA Surface, Rem	1,950	Syd	\$ 3.19	\$ 6,220.50
22	Pavt for Butt Joints, Rem	191	Syd	\$ 3.19	\$ 609.29
23	Hand Patching	1	Ton	\$ 300.00	\$ 300.00
24	HMA, 4E3	5,506	Ton	\$ 72.20	\$ 397,533.20
25	HMA, 5E3	4,129	Ton	\$ 79.30	\$ 327,429.70
26	_ Cold Milling HMA Surface, Modified	50,053	Syd	\$ 3.19	\$ 159,669.07
27	_ Conditioning Existing Pavement, Modified	100	Ton	\$ 300.00	\$ 30,000.00
28	_ HMA Approach, Modified	375	Ton	\$ 140.00	\$ 52,500.00
29	_ HMA Shoulder, Modified	19	Ton	\$ 300.00	\$ 5,700.00
30	Conc Pavt, Nonreinf, 10 inch	175	Syd	\$ 80.00	\$ 14,000.00
31	_ Pavt Repr, Nonreinf Conc, 10 inch, Modified	140	Syd	\$ 100.00	\$ 14,000.00
32	_ Pavt Repr, Nonreinf Conc, 6 inch, Modified	10	Syd	\$ 70.00	\$ 700.00
33	_ Pavt Repr, Nonreinf Conc, 8 inch, Modified	10	Syd	\$ 80.00	\$ 800.00

**PROPOSAL FOR PW-7023
CONNER IMPROVEMENTS
UNIT PRICE SCHEDULE**

ITEM NO.	DESCRIPTION OF ITEM	QTY.	PAY UNIT	UNIT PRICE	ITEM TOTAL
34	_ Curb, Conc, Detail CD, Modified	400	Ft	\$ 30.00	\$ 12,000.00
35	_ Pavt Repr, Rem, Modified	140	Syd	\$ 1.00	\$ 140.00
36	_ Bus Island, Conc	8	Ea	\$ 10,000.00	\$ 80,000.00
37	_ Detectable Warning Surface Tile, Modifie d	100	Ft	\$ 40.00	\$ 4,000.00
38	_ Sidewalk Ramp, ADA, Modified	450	Sft	\$ 7.00	\$ 3,150.00
39	_ Sidewalk, Conc, 4 inch, Modified	8,500	Sft	\$ 5.00	\$ 42,500.00
40	_ Sidewalk, Conc, 6 inch, Modified	30,500	Sft	\$ 5.00	\$ 152,500.00
41	Curb Ramp Opening, Conc	120	Ft	\$ 30.00	\$ 3,600.00
42	_ Integral Curb and Sidewalk, 2 feet, Modified	47	Ft	\$ 20.00	\$ 940.00
43	_ Sidewalk, Conc with Tree Roots, 4 inch, Modified	3,916	Sft	\$ 0.01	\$ 39.16
44	Fence, Moving	2,000	Ft	\$ 43.00	\$ 86,000.00
45	Band, Sign	4	Ea	\$ 50.00	\$ 200.00
46	Post Hole Through Conc for Steel Post	18	Ea	\$ 45.00	\$ 810.00
47	Post, Steel, 3 lb	266	Ft	\$ 8.00	\$ 2,128.00
48	Sign, Type III, Rem	26	Ea	\$ 10.00	\$ 260.00
49	Sign, Type IIIB	57	Sft	\$ 17.00	\$ 969.00
50	_ Delineator Post, 36 Inch, Salvage	270	Ea	\$ 38.00	\$ 10,260.00
51	_ Delineator Post, 36 inch, Rem	435	Ea	\$ 22.00	\$ 9,570.00
52	_ Delineator Post, 36 Inch, White	5	Ea	\$ 80.00	\$ 400.00
53	Pavt Mrkg, Polyurea, 4 inch, White	2,500	Ft	\$ 1.90	\$ 4,750.00
54	Pavt Mrkg, Polyurea, 4 inch, Yellow	613	Ft	\$ 1.90	\$ 1,164.70
55	Pavt Mrkg, Polyurea, 6 inch, Crosswalk	4,695	Ft	\$ 2.95	\$ 13,850.25
56	Pavt Mrkg, Polyurea, 12 inch Cross Hatching, White	1,800	Ft	\$ 5.95	\$ 10,710.00
57	Pavt Mrkg, Polyurea, 12 inch Cross Hatching, Yellow	215	Ft	\$ 5.95	\$ 1,279.25
58	Pavt Mrkg, Polyurea, 12 inch, Crosswalk	2,170	Ft	\$ 5.95	\$ 12,911.50
59	Pavt Mrkg, Polyurea, 12 inch, White	3,268	Ft	\$ 5.95	\$ 19,444.60
60	Pavt Mrkg, Polyurea, 18 inch, Stop Bar	1,365	Ft	\$ 10.00	\$ 13,650.00
61	Pavt Mrkg, Sprayable Thermopl, 4 inch, White	19,925	Ft	\$ 0.39	\$ 7,770.75
62	Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	18,600	Ft	\$ 0.39	\$ 7,254.00
63	Rem Spec Mrkg	15,180	Sft	\$ 2.85	\$ 43,263.00
64	Pavt Mrkg, Polyurea, Lt Turn Arrow Sym	11	Ea	\$ 185.00	\$ 2,035.00
65	Pavt Mrkg, Polyurea, Only	17	Ea	\$ 185.00	\$ 3,145.00
66	Pavt Mrkg, Polyurea, Rt Turn Arrow Sym	5	Ea	\$ 185.00	\$ 925.00

**PROPOSAL FOR PW-7023
CONNER IMPROVEMENTS
UNIT PRICE SCHEDULE**

ITEM NO.	DESCRIPTION OF ITEM	QTY.	PAY UNIT	UNIT PRICE	ITEM TOTAL
67	Pavt Mrkg, Polyurea, Thru Arrow Sym	1	Ea	\$ 175.00	\$ 175.00
68	Recessing Pavt Mrkg, Transv	6,565	Sft	\$ 2.85	\$ 18,710.25
69	Pavt Mrkg, Polymer Cement, Base Field, Green	12,320	Sft	\$ 9.35	\$ 115,192.00
70	Pavt Mrkg, Polyurea, V Shaped Ramp Sym	36	Ea	\$ 75.00	\$ 2,700.00
71	Pavt Mrkg, Polymer Cement, Bike Sym, Small, White	103	Ea	\$ 175.00	\$ 18,025.00
72	Pavt Mrkg, Polymer Cement, Bike Arrow, Small, White	103	Ea	\$ 175.00	\$ 18,025.00
73	Pavt Mrkg, Polymer Cement, Bike Sharrow Sym, Small, White	8	Ea	\$ 195.00	\$ 1,560.00
74	Pavt Mrkg, Polyurea, No Left Turn	2	Ea	\$ 370.00	\$ 740.00
75	Barr, TypeIII, HighInten, DblSided, Ltd, Furn	10	Ea	\$ 60.00	\$ 600.00
76	Barr, TypeIII, HighInten, DblSided, Ltd, Oper	10	Ea	\$ 0.01	\$ 0.10
77	Lighted Arrow, Type C, Furn	5	Ea	\$ 300.00	\$ 1,500.00
78	Lighted Arrow, Type C, Oper	5	Ea	\$ 0.01	\$ 0.05
79	Minor Traf Devices	1	LS	\$ 189,130.00	\$ 189,130.00
80	Pavt Mrkg, Longit, 6 inch or Less Width, Rem	9,500	Ft	\$ 0.59	\$ 5,605.00
81	Pavt Mrkg, Longit, Greater than 6 inch Width, Rem	430	Ft	\$ 0.69	\$ 296.70
82	PavtMrkg, WtRef, Type R, Tape, 4 in, Wh, Temp	2,700	Ft	\$ 1.85	\$ 4,995.00
83	PavtMrkg, WtRef, Type R, Tape, 4 in, Ye, Temp	900	Ft	\$ 1.85	\$ 1,665.00
84	Plastic Drum, High Intensity, Furn	200	Ea	\$ 13.00	\$ 2,600.00
85	Plastic Drum, High Intensity, Oper	200	Ea	\$ 0.01	\$ 2.00
86	Sign, Type B, Temp, Prismatic, Furn	500	Sft	\$ 4.00	\$ 2,000.00
87	Sign, Type B, Temp, Prismatic, Oper	500	Sft	\$ 0.01	\$ 5.00
88	Traf Regulator Control	1	LS	\$ 143,127.00	\$ 143,127.00
89	Sodding	277	Syd	\$ 0.01	\$ 2.77
90	Water, Sodding/Seeding	4	Unit	\$ 1.01	\$ 4.04
91	_ Topsoil Surface, Furn, LM, Modified	23	Cyd	\$ 50.00	\$ 1,150.00
92	Monument Box	1	Ea	\$ 100.00	\$ 100.00
93	Monument Preservation, Vertical	2	Ea	\$ 100.00	\$ 200.00
94	_ Water Shutoff, Adj, Modified	2	Ea	\$ 500.00	\$ 1,000.00
TOTAL BASED BID PRICE, ITEMS 1-94					\$ 2,682,460.88
NAME OF CONTRACTOR: Fort Wayne Contracting, Inc./Ajax Paving Industries, Inc., Joint Venture- FWC-45-0514373/Ajax Paving: 38-1383205-patty@fortwaynecontracting.com					

ALTERNATE BID ITEMS

ITEM NO.	DESCRIPTION OF ITEM	QTY.	PAY UNIT	UNIT PRICE	ITEM TOTAL
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**PROPOSAL FOR PW-7023
CONNER IMPROVEMENTS
UNIT PRICE SCHEDULE**

ITEM NO.	DESCRIPTION OF ITEM	QTY.	PAY UNIT	UNIT PRICE	ITEM TOTAL
24	HMA, 4E3	-5,506	Ton	\$ 72.20	\$ (397,533.20)
25	HMA, 5E3	-4,129	Ton	\$ 79.30	\$ (327,429.70)
36	_ Bus Island, Conc	-8	Ea	\$ 10,000.00	\$ (80,000.00)
40	_ Sidewalk, Conc, 6 inch, Modified	-30,500	Sft	\$ 5.00	\$ (152,500.00)
95	HMA, 4E3	5,871	Ton	\$ 74.80	\$ 439,150.80
96	HMA, 5E3	4,404	Ton	\$ 81.80	\$ 360,247.20
97	_ Bus Island, HMA	8	Ea	\$ 7,030.00	\$ 56,240.00
98	_ Sidewalk, Conc, 6 inch, Modified	500	Sft	\$ 7.00	\$ 3,500.00
TOTAL ALTERNATE BID PRICE, ITEMS 1-98					\$ 2,580,635.98
NAME OF CONTRACTOR: Fort Wayne Contracting, Inc./Ajax Paving Industries, Inc., Joint Venture- FWC-45-0514373/Ajax Paving: 38-1383205-patty@fortwaynecontracting.com					

Time Allowed for Completion: 60 Days

Quote ALL Unit Prices in US dollars with two (2) decimal points only (example: \$0.00)

NOTE: Unbalanced bids may be rejected. Each Unit Price quoted must accurately reflect the labor, equipment costs, and materials necessary to perform the described tasks. The quantity depicted on the bid form is our best estimate of the anticipated work, but changing site conditions or other factors may contribute to deviations from the planned quantities. It is incumbent that the Bidder accurately reflect the actual costs of services for each unit price listed on this form.

Note: The unit prices highlighted red in the Alternate Bid must match the unit prices of the respective items in the Base Bid.

AGREEMENT

CONTRACT TITLE PW-7023 COLD MILLING, HMA RESURFACING AND MISCELLANEOUS CONSTRUCTION FROM E. JEFFERSON AVENUE TO MACK AVENUE; AND REALIGNMENT OF BIKE TRAILS FROM E. JEFFERSON AVENUE TO CHANDLER PARK DRIVE IN THE CITY OF DETROIT	CONTRACT NUMBER PW- 7023
PARTY OF THE FIRST PART (The City) City of Detroit, Michigan, a municipal corporation acting through the DIRECTOR, DEPARTMENT OF PUBLIC WORKS COLEMAN A. YOUNG MUNICIPAL CENTER 2 WOODWARD AVENUE, SUITE 611 DETROIT, MICHIGAN 48226	DATE OF AGREEMENT
PARTY OF THE SECOND PART (Contractor)	
CONTRACT PRICE	

Agreement made on the date as shown above, between the above named party of the first part, City of Detroit, hereinafter called the City, and the above named party of the second part, hereinafter called the Contractor.

Whereas, the City, by due advertisement, has invited proposals for doing the work hereinafter specified; and the Contractor has submitted a proposal which has been accepted, and the City Council has approved this Contract, the parties hereto do hereby, in consideration of the mutual covenants hereinafter contained, agree with each other as follows:

1. THE CONTRACT

The Contract Documents are composed of the individual parts as named by title in Article 2 of the Standard Instructions to Bidders, including the number of Bulletins above indicated issued by the City prior to the receipt of bids, and together form the Contract and are as fully a part of the Contract as if fully herein repeated. In case any question arises as to the identity of the Contract Documents or any individual parts thereof, the City Engineer shall identify them.

2. WORK INCLUDED

The work included encompasses approximately 11.7 miles of cold milling, HMA resurfacing, concrete curbs, sidewalks, ADA ramps, HMA approaches, drainage structure adjustments, pavement markings and other miscellaneous construction on major city streets.

3. TIME PROVISIONS

The Contractor shall begin work under this Contract at the time stipulated in the written notice of the City Engineer, acting for the City, issued in accordance with the provisions of the Article, "Time of Starting and Completing Work", in the

Special Notice to Bidders. Time being of the essence of this Contract, the Contractor shall thereafter prosecute the work diligently so as to assure the completion of the entire work not later than the time prescribed therefor, or the date to which the time of completion may have been extended pursuant to the provisions of the Article, "Delays and Extension of Time", of the General Conditions. The Contractor shall, if necessary to complete the work within such time, work nights, Sundays and holidays without any change in the Contract price.

4. LIQUIDATED DAMAGES

The Contractor guarantees that he can and will complete the work within the time limit stated in the Contract Documents, or within the time as extended as provided elsewhere in the Contract Documents. Inasmuch as the damage and loss to the City which will result from the failure of the Contractor to complete the work within the stipulated time, will be most difficult or impossible of accurate determination, it is mutually agreed that the damages to the City for such delay and failure on the part of the Contractor shall be liquidated in the amount stated in the Article, "Liquidated Damages", in the Special Notice to Bidders, for each and every calendar day by which the Contractor shall fail to complete the work or any part thereof within the provisions hereof, and such liquidated damages shall not be considered as a penalty.

The City will deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages, and in case those amounts are less than the amount of liquidated damages the Contractor shall pay the difference upon demand of the City.

AGREEMENT

5. THE CONTRACT PRICE

For the Contractor's complete performance of the work under the Contract, the City will pay, and the Contractor agrees to accept, in full compensation therefor, the Contract price above stated, subject to the terms and conditions thereof. Nothing herein contained shall be construed, or be permitted to operate, as any restriction upon the power granted to the Common Council by the City Charter to audit and allow all accounts chargeable against the City.

Lump Sum Price Contract: Where the accepted Proposal was on a lump sum price basis, the Contract price above stated is subject to adjustments, if any, due to the additional cost or credits for work ordered by the City to be added or omitted in accordance with Article 19, "Changes or Modification of Contract", of the General Conditions.

A. Unit Price Contract: Where the accepted Proposal was on a unit price basis, the Contract price above stated is subject to such additions and deductions as may be necessary to conform to the actual quantities of the several items or classes of work performed at the unit prices stated in the accepted Proposal, and also, is subject to adjustments, if any, due to the additional cost or credits for work ordered by the City to be added or omitted in accordance with Article 19, "Changes or Modification of Contract", of the General Conditions.

6. DETAILED ESTIMATE

When required by the Special Notice To Bidders, the Contractor shall within 14 days after the execution of this Contract, submit a Detailed Estimate to the City Engineer for his approval on forms provided by the City Engineer, giving a breakdown of his price bid, or of lump sum bid for items of the Contract, showing for each major operation to be performed under the Contract, the individual items of work, with units, quantities, unit prices and total cost. The sum of the total cost of the individual items shall be equal to the total Contract price.

The Detailed Estimate, when approved by the City Engineer, shall be considered and become a part of the Contract. The approved Detailed Estimate may be used by the Engineer as a basis for preparing his estimates for progress payments and to provide unit prices for which extra work may be done and for which work ordered omitted may be deducted. No progress payments will be made until the Detailed Estimate has been approved by the City Engineer.

7. PROGRESS PAYMENTS

When the Special Notice to Bidders so provides, in order to assist the Contractor to prosecute the work advantageously, the City will make progress payments to the Contractor

The Engineer will from time to time as the work progresses, but usually not more often than once a month, prepare and certify an estimate that, in his judgment, represents the quantity and fair value of the work done by the Contractor, including such extra work performed as was ordered in writing by the City.

When the Detailed Estimate is required, the Engineer may use the prices contained in such Detailed Estimate. In case any of

the said prices do not, in the judgment of the Engineer, truly represent the actual relative costs of different parts of the work performed, the Engineer may prepare a new schedule of prices for use in preparing the estimate.

When the Special Notice to Bidders so provides, the Engineer may also include in the estimate the value of non-perishable materials, fixtures and equipment which, in the judgment of the Engineer, are suitably stored on the site on the last day of the estimate period. The value of such items shall not exceed the actual net cost to the Contractor as substantiated by invoices or other factual information deemed satisfactory by the Engineer.

After Approval of the Engineer's certified estimate by the City Officer, above named as acting for the City, a copy of the Engineer's estimate will be furnished the Contractor and the City will make payment to the Contractor as follows:

Unless otherwise provided in the Special Notice to Bidders, the City will retain from each progress payment, 10 percent of the total amount earned as stated in the Engineer's estimate until the total amount so retained shall equal 5 percent of the Contract price above stated. The City will then pay to the Contractor the amount so computed, less the aggregate of any and all amounts previously paid the Contractor, except that the City may further retain from any progress payment any deductions authorized to be made by the City under the terms of this Contract or by law.

The Engineer may withhold the preparation of a progress estimate whenever, in his judgment, the lack of proper progress by the Contractor so warrants. It is mutually understood by, and agreed between the parties hereto, that no progress payment by the City in itself shall be construed as evidence of satisfactory progress by the Contractor, or as evidence of performance of this Contract either in whole or in part, or construed to be an acceptance by the City of defective work or improper materials.

8. ACCEPTANCE AND FINAL PAYMENT

A. Contractor's Notification of Completion: When the Contractor considers all work required of him in the performance of this Contract, including any and all changes in the work ordered in writing by the City, to be complete and ready for final inspection, he shall so notify the Engineer in writing.

B. Contractor's Affidavits and Guarantees: The Contractor shall file with the Engineer as a condition precedent to final payment, the following:

a) An affidavit, on forms provided by the Engineer, that all payrolls, material bills and all other indebtedness incurred by him in connection with the work have been paid;

b) A release from the surety company on the Labor and Material Bond, in event that any claims have been previously filed pursuant to such bond, consenting to the final payment notwithstanding such filed claims;

c) Written guarantees and/or warranty bonds or certificates of inspection as may be specifically required under the terms of the Contract.

AGREEMENT

B. *Verified Statement of Claims:* The Contractor must also submit a final verified statement of any and all alleged unliquidated claims against the City in any way connected with or arising out of this Contract, including those as to which details may have been furnished pursuant to Articles 21 and 22 of the General Conditions, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged unliquidated claim be one of delay, the alleged clause of each such delay, the period or periods of time, giving the dates when the Contractor claims the performance of the work, or a particular part thereof, was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the City shall have the same right to inspect, and make extracts or copies of, the Contractor's books, vouchers, records etc., as is referred to in said Articles 21 and 22. Nothing contained in this Article is intended to or shall relieve the Contractor from the obligation of giving timely notice of claims pursuant to said Articles 21 and 22. The Contractor is warned that unless such claims are completely set forth as herein required, the Contractor upon acceptance of the final payment, pursuant to "F" herein, will have waived any such claims.

C. *Engineer's Inspection and Final Estimate:* Upon receipt of the Contractor's written notification, the Engineer will promptly thereafter make such inspection.

If the Engineer finds the entire work not fully completed or portions thereof not acceptable under the terms of the Contract, he will so notify the Contractor in writing, itemizing what work is uncompleted and/or unacceptable. The Contractor shall then promptly complete and/or correct the work so itemized, and again notify the Engineer as required in "A" above.

When the Engineer finds the entire work fully completed and acceptable under the terms of the Contract and the Contract fully performed, he will prepare and certify a final estimate as to the whole amount of the work done by the Contractor and the value thereof under and according to the terms of the Contract, and will determine the unpaid balance due hereunder other than the amount of alleged unliquidated claims. Any and all prior progress estimates prepared by the Engineer under the provisions of Article 7 herein, upon which progress payments were made, being merely estimates made to determine the amount of progress payments to enable the Contractor to prosecute the work more advantageously, shall be subject to correction in the certified final estimate.

E. *Approval of Final Payment:* Upon approval of the Engineer's certified final estimate by the City Officer, a copy of the approved final estimate will be furnished the Contractor. The City Officer will certify to the Common Council that all work required of the Contractor in the performance of the Contract has been completed and accepted by said City Officer under the terms and conditions thereof, and the total value of such work.

After audit and allowance by the Common Council, the total amount of the value of the work done will be paid to the Contractor by the City, less the total amounts previously paid on any or all progress payments when such were allowed and paid, less any deductions authorized to be made by the City under the terms of the Contract or by law. Such final payment shall be final and conclusive upon the Contractor.

F. *Acceptance of Final Payment:* The acceptance by the Contractor, or by anyone claiming by or through him, of the final payment, based on the Engineer's final estimate and the amount allowed by the Common Council, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release to the City from any and all claims of and liability to the Contractor for anything theretofore done or furnished for or relating to or arising out of this Contract, and for any prior act, neglect or default on the part of the City or any of its officers, employees or agents, excepting only a claim against the City for amounts deducted or retained in accordance with the terms and provisions of this Contract or by law, and excepting a claim, not otherwise waived, which is contained in the verified statement filed by the Contractor pursuant to "C" above.

The Contractor is warned that his acceptance of the final payment with any reservation either orally or in writing, purporting to reserve claims other than those herein specifically excepted from the operation of this Article, or those deducted by the City from the final estimate as certified to by the Engineer, shall not be effective to reserve such claims, anything stated to the Contractor orally or in writing by any officer, employee or agent of the City to the contrary notwithstanding.

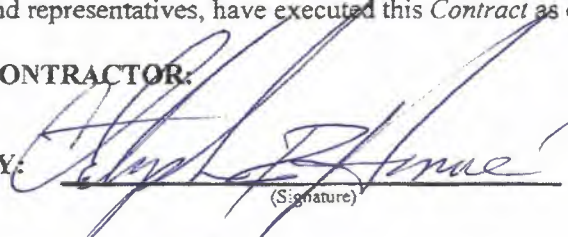
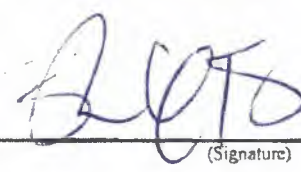
Should the Contractor refuse to accept the final payment as tendered by the City, it shall constitute a waiver of any right to interest thereon.

G. *Substantial Completion Payment:* When the work, in the judgment of the Engineer, has been substantially but not entirely completed, and full completion thereof is materially delayed through no fault of the Contractor, and the Engineer so certifies, the City may, upon certificate of such substantial completion made by the City Officer, make payment to the Contractor of any part or all of the balance due under the Contract, including amounts retained from any previous progress payments, less the value of work still to be done, as the Engineer shall judge to be fair and equitable, for that portion of the work certified as substantially complete and accepted, and less any deductions authorized to be made by the City under the terms of the Contract or by law. Such payment shall be made under the terms and conditions governing final payment.

AGREEMENT

IN WITNESS WHEREOF, the *City* and the *Contractor*, by and through their authorized officers and representatives, have executed this *Contract* as of the date first above written.

CONTRACTOR:**BY:**

 (Signature) (Signature)
 Christopher R. Honore Brandon G. King

 (Print Name) (Print Name)

ITS: President Estimating Manager

 (Title) (Title)

CITY OF DETROIT - DPW

BY:  9/29/2020

 213AF2B3C7EE446 (Signature)

Ron Brundidge

ITS: DIRECTOR

PW-7023 COLD MILLING, HMA RESURFACING &
 MISCELLANEOUS CONSTRUCTION ON CONNER AVENUE
 FROM E. JEFFERSON AVENUE TO MACK AVENUE & BIKE
 TRAILS FROM E. JEFFERSON AVENUE TO CHANDLER PARK
 DRIVE IN THE CITY OF DETROIT

**THIS CONTRACT WAS APPROVED BY
 THE CITY COUNCIL ON:**

**APPROVED BY LAW DEPARTMENT
 PURSUANT TO §7.5-206 OF THE 2012
 CHARTER OF THE CITY OF
 DETROIT**

Purchasing Director

Date

Corporation Counsel

Date

**THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY
 RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE CHIEF PROCUREMENT
 OFFICER**

BID BOND City of Detroit Construction Contract		Contract Number PW- 7023 CPO NO: SPO NO:
Principal	Date of Bid	
Fort Wayne Contracting, Inc./Ajax Paving Industries, Inc., Joint Venture	September 17, 2020	
Surety	Date Bond Executed	
Liberty Mutual Insurance Company	September 17, 2020	
Amount of Bond (express in words and figures)		
Five Percent of Accompanying Bid — (5% of Bid)		

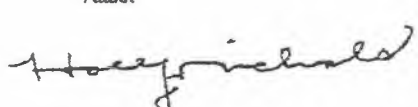
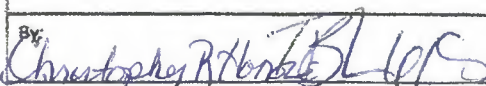
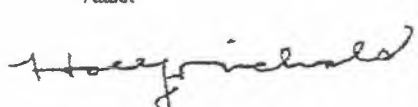
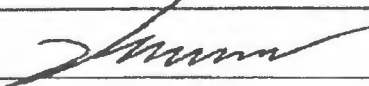
KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, The Principal above named has submitted to the City of Detroit, Michigan, a municipal corporation, hereinafter called the City, a proposal or bid, dated as shown above, on the above numbered contract.

NOW THEREFORE, We the Principal and Surety, bind ourselves to the City in the amount of the bond stated above, that if the above proposal is accepted, the Principal will promptly enter into contract in accordance with the proposal, otherwise the Principal and/or Surety will pay the amount stated above unto the City of Detroit as liquidated damages.

SIGNED AND SEALED on the date indicated above.

In Presence of: Witness	Individual Principal
1. _____	as to _____ (L.S.)
2. _____	as to _____ (L.S.)
3. _____	as to _____ (L.S.)
4. _____	as to _____ (L.S.)

Attest 	Corporate Principal Fort Wayne Contracting, Inc./Ajax Paving Industries, Inc., Joint Venture	
	Business Address: 320 E. Seven Mile Road, Detroit, MI 48203	
Attest 	By: 	AFFIX CORPORATE SEAL
	Title: Christopher R. Honore/ Brandon G. King President Estimating Manager	
Attest 	Corporate Surety Liberty Mutual Insurance Company	
	Business Address: 175 Berkeley Street, Boston, MA 02116	
Holly Nichols, Surety Account Manager	By: 	AFFIX CORPORATE SEAL
	Title: Nicholas Ashburn, Attorney-in-Fact	

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Christopher R. Honore/ James A. Jacob, certify that

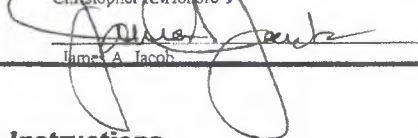
I am the Corporate secretary

Of the corporation named as principal in the within bond:

that Christopher R. Honore / Brandon G. King, who signed the said bond

on behalf of the principal, was then President / Estimating Manager

of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.


Christopher R. Honore (CORPORATE)

James A. Jacob (SEAL)

Instructions

1. This form shall be used for construction work wherever a Bid Bond is required. There shall be no deviation from this form except as authorized by the Corporation Counsel of the City of Detroit.
2. The surety on the bond may be any corporation licensed by the State of Michigan to act as surety and satisfactory to the City of Detroit.
3. The name, including full Christian name, and business or residence address of each individual party to the bond shall be inserted in the space provided therefor, and each party shall sign the bond with his usual signature on the line opposite the scroll seal.
4. If the principals are partners, their individual names shall appear in the space provided therefor, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bonds as individuals.
5. If the principal as well as the surety is a corporation, the name of the state in which each is incorporated shall be inserted in the spaces provided therefor, and said instrument shall be executed and attested under corporate seal for each as indicated on the form.
6. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate, there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary under the corporate seal, to be true copies.
7. The date of this bond must not be prior to the date of instrument in connection with which it is given.



**Liberty
Mutual.**
SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **5198083-013068**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Nicholas Ashburn, Anne Barick, Robert D. Feuer, Paul M. Hurley, Michael D. Lechner, Mark Madden, Richard S. McGregor, Holly Nichols, Jason Rogers

all of the city of Troy state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and this corporate seals of the Companies have been affixed thereto this 30th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY

On this 30th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

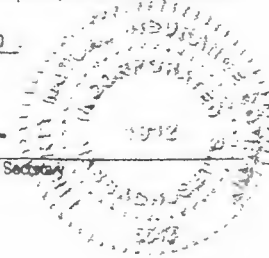
Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Jewellm, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of September, 2020.



By: Renee C. Jewellm
Renee C. Jewellm, Assistant Secretary



To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.

PERFORMANCE BOND
 (See instructions on Reverse Side)

 CONTRACT NO
PW- 7023
 CPO NO:
 SPO NO:

PRINCIPAL (Name, and legal status)

Fort Wayne Contracting, Inc./Ajax Paving Industries, Inc., Joint Venture

DATE OF CONTRACT

SURETY

DATE BOND EXECUTED

Liberty Mutual Insurance Company

AMOUNT OF BOND (Express in words and figures)

Two Million Six Hundred Eighty Two Thousand Four Hundred Sixty & 88/100 -- (\$2,682,460.88)

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the City of Detroit, Michigan, a municipal corporation, hereinafter called the City, in the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the City, numbered and dated as shown above and hereto attached, and which shall be deemed a part hereof as fully as if set out herein

AND WHEREAS, This bond is given in compliance with and subject to the provisions of Act No. 351 of the Public Acts of Michigan, for the year 1972, and the provisions of the City of Detroit Charter.

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the City, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body

 PRINCIPAL: ☐ INDIVIDUAL ☐ DOING BUSINESS UNDER ASSUMED NAME ☐ PARTNERSHIP

 NAMES OF
 ALL
 PARTNERS

 BUSINESS
 ADDRESS

IN PRESENCE OF WITNESS

PRINCIPAL INDIVIDUAL/PARTNER - SIGNATURE

1. _____ AS TO 1. _____ (L.S.)

2. _____ (S-74) AS TO 2. _____ (L.S.)

CORPORATE PRINCIPAL
 STATE IN WHICH INCORPORATED
 Michigan

 BUSINESS ADDRESS Fort Wayne Contracting, Inc./Ajax Paving Industries, Inc., Joint Venture
 320 E. Seven Mile Road, Detroit, MI 48203

 EXECUTE
 CORPORATE CERTIFICATE
 ON REVERSE SIDE

OFFICER'S SIGNATURE

 TITLE Christopher R. Honore / Brandon G. King
 President Estimating Manager

 AFFIX
 CORPORATE
 SEAL
CORPORATE SURETY
 STATE IN WHICH INCORPORATED
 Massachusetts

 BUSINESS ADDRESS Liberty Mutual Insurance Company
 175 Berkeley Street, Boston, MA 02116

ATTEST:

OFFICER'S SIGNATURE

TITLE Nicholas Ashburn, Attorney-in-Fact

 AFFIX
 CORPORATE
 SEAL

Holly Nichols, Surety Account Manager

INSTRUCTIONS

1. This form shall be used wherever a performance bond is required under the provisions of Act No. 351 of the Public Acts of Michigan for the year 1972, and the provisions of the City of Detroit Charter. There shall be no deviation from this form except as authorized by the Corporation Counsel of the City of Detroit.

2. The surety on the bond may be any corporation licensed by the State of Michigan to act as surety and satisfactory to the City of Detroit.

The full business name of the corporation surety, business address, and the name of the state in which incorporated shall be inserted in the space provided therefor. The bond shall be executed and attested under corporate seal as indicated on the form.

3. The principal shall be identified by inserting in the space provided therefor the following information according to the principal's legal status, and the bond executed by the principal in accordance with the following requirements.

Individual. The name including full Christian name, business or residence address, with the recital that the principal is an individual. The bond shall be signed by the individual on the line opposite the scroll seal (L.S.), using the same form of signature as used in the Contract, and the signature duly witnessed.

Individual Doing Business Under an Assumed Name. The name of the individual, business or residence address, with the recital that the

principal is doing business under an assumed or trade name, naming it. The bond shall be signed by the individual on the line opposite the scroll seal (L.S.), using the same form of signature as used in the Contract, and the signature duly witnessed.

Co-partnership. The names of the individual partners, their business address, with the recital that such individuals are partners composing a firm, naming it. The bond shall be signed on line opposite the scroll seal by the same partner who signed the Contract, using the same form of signature, and the signature duly witnessed.

Corporation. The full business name of the corporation, business address, with the recital that the principal is a corporation, and the name of the state in which incorporated. The bond shall be signed by an authorized officer of the corporation, followed by his title, and the corporate seal affixed.

The official character and authority of the person executing the bond for the corporation shall be certified by the secretary or assistant secretary, according to the Certificate provided below. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary, under the corporate seal, to be true copies.

4. The date of this bond must not be prior to the date of instrument in connection with which it is given.

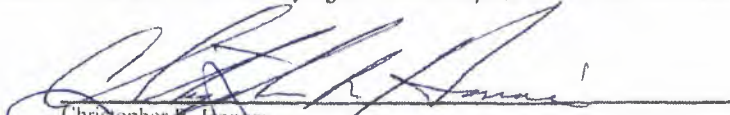
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Christopher R. Honore / James A. Jacob, certify that I am the Corporate Secretary

Of the corporation named as principal within the bond; that Christopher R. Honore / Brandon G. King

Who signed the said bond on behalf of the principal, was then President / Estimating Manager of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed and the corporate seal affixed for and in behalf of said corporation by authority of its governing body.

C of D-171-BO (Rev. 5-74)


Christopher R. Honore


James A. Jacob

Bond No. 013130968

CONTRACT NO. PW-7023

PAYMENT BOND
(See Instructions on Reverse Side)

PRINCIPAL (Name, and legal status)

Fort Wayne Contracting, Inc./Ajax Paving Industries, Inc., Joint Venture

DATE OF CONTRACT

SURETY

DATE BOND EXECUTED

Liberty Mutual Insurance Company

AMOUNT OF BOND (Express in words and figures)

Two Million Six Hundred Eighty Two Thousand Four Hundred Sixty & 88/100 -- (\$2 682 460 88)

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the City of Detroit, Michigan, a municipal corporation, hereinafter called the City, in the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the City, numbered and dated as shown above and hereto attached, and which shall be deemed a part hereof as fully as if set out herein

AND WHEREAS, This bond is given in compliance with and subject to the provisions of Act No. 351 of the Public Acts of Michigan, for the year 1972, and the provisions of the City of Detroit Charter.

NOW, THEREFORE, if the principal shall well and promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void, otherwise to remain in full force and virtue

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL: ☐ INDIVIDUAL ☐ DOING BUSINESS UNDER ASSUMED NAME ☐ PARTNERSHIP

NAMES OF
ALL
PARTNERS

BUSINESS
ADDRESS

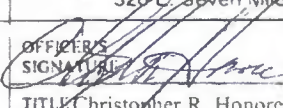
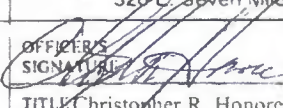
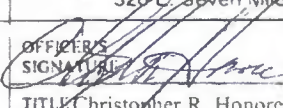
IN PRESENCE OF WITNESS

PRINCIPAL INDIVIDUAL / PARTNER SIGNATURE

1 _____ AS TO 1 _____

2 _____ (5-74) AS TO 2 _____

CORPORATE PRINCIPAL

STATE IN WHICH INCORPORATED Michigan	BUSINESS ADDRESS Fort Wayne Contracting, Inc./Ajax Paving Industries, Inc., Joint Venture 320 E. Seven Mile Road Detroit, MI 48203				
EXECUTE CORPORATE CERTIFICATE ON REVERSE SIDE	<table border="1"> <tr> <td>OFFICER'S SIGNATURE </td> <td>AFFIX CORPORATE SEAL</td> </tr> <tr> <td>TITLE Christopher R. Honoré / Brandon G. King President / Estimating Manager</td> <td></td> </tr> </table>	OFFICER'S SIGNATURE 	AFFIX CORPORATE SEAL	TITLE Christopher R. Honoré / Brandon G. King President / Estimating Manager	
OFFICER'S SIGNATURE 	AFFIX CORPORATE SEAL				
TITLE Christopher R. Honoré / Brandon G. King President / Estimating Manager					

CORPORATE SURETY

STATE IN WHICH INCORPORATED Massachusetts	BUSINESS ADDRESS Liberty Mutual Insurance Company 175 Berkeley Street Boston, MA 02116				
ATTEST  Holly Nichols, Surety Account Manager	<table border="1"> <tr> <td>OFFICER'S SIGNATURE </td> <td>AFFIX CORPORATE SEAL</td> </tr> <tr> <td>TITLE Nicholas Ashburn, Attorney-in-Fact</td> <td></td> </tr> </table>	OFFICER'S SIGNATURE 	AFFIX CORPORATE SEAL	TITLE Nicholas Ashburn, Attorney-in-Fact	
OFFICER'S SIGNATURE 	AFFIX CORPORATE SEAL				
TITLE Nicholas Ashburn, Attorney-in-Fact					

INSTRUCTIONS

1. This form shall be used wherever a Payment bond is required under the provisions of Act No. 351 of the Public Acts of Michigan for the year 1972, and the provisions of the City of Detroit Charter. There shall be no deviation from this form except as authorized by the Corporation Counsel of the City of Detroit.

2. The surety on the bond may be any corporation licensed by the State of Michigan to act as surety and satisfactory to the City of Detroit.

The full business name of the corporation surety, business address, and the name of the state in which incorporated shall be inserted in the space provided therefor. The bond shall be executed and attested under corporate seal as indicated on the form.

3. The principal shall be identified by inserting in the space provided therefor the following information according to the principal's legal status, and the bond executed by the principal in accordance with the following requirements.

Individual The name including full Christian name, business or residence address, with the recital that the principal is an individual. The bond shall be signed by the individual on the line opposite the scroll seal (I.S.), using the same form of signature as used in the Contract, and the signature duly witnessed.

Individual Doing Business Under an Assumed Name The name of the individual, business or residence address, with the recital that the

principal is doing business under an assumed or trade name, naming it. The bond shall be signed by the individual on the line opposite the scroll seal (I.S.), using the same form of signature as used in the Contract, and the signature duly witnessed.

Co-partnership The names of the individual partners, their business address, with the recital that such individuals are partners composing a firm, naming it. The bond shall be signed on line opposite the scroll seal by the same partner who signed the Contract, using the same form of signature, and the signature duly witnessed.

Corporation The full business name of the corporation, business address, with the recital that the principal is a corporation, and the name of the state in which incorporated. The bond shall be signed by an authorized officer of the corporation, followed by his title, and the corporate seal affixed.

The official character and authority of the person executing the bond for the corporation shall be certified by the secretary or assistant secretary, according to the Certificate provided below. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary, under the corporate seal, to be true copies.

4. The date of this bond must not be prior to the date of instrument in connection with which it is given.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Christopher R. Honore / James A. Jacob, certify that I am the Corporate

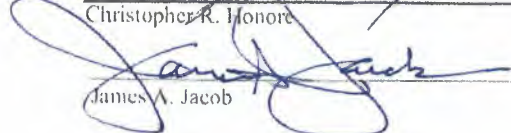
Of the corporation named as principal within the bond; that Christopher R. Honore / Brandon G. King

Who signed the said bond on behalf of the principal, was then President / Estimating Manager of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed and the corporate seal affixed for and in behalf of said corporation by authority of its governing body.

C of D-170-BO (Rev. 5-74)



Christopher R. Honore



James A. Jacob



This Power of Attorney limits the acts of those named herein and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8198083-013068

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby make, constitute and appoint, David M. Carey, Anne Hargack, Robert D. Heuer, Paul M. Hurley, Michael D. Lechner, Mark Madden, Richard S. McGregor, Holly Nichols, Jason Rogers,

all of the City of Long, State of MI, each individually (there be more than one named), is true and lawful attorney-in-fact, to make, execute, seal, acknowledge and deliver for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in connection with these presents, and shall be as binding upon the Companies as if they have been duly signed by the President and attested by the Secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or officers of the Companies and the corporate seals of the Companies have hereunto been affixed, this 14th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTCALMERY

On this 10th day of November, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member: American Bar Association & Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect relating as follows:

ARTICLE IV - OFFICERS: Section 12 Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5 Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the By-laws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

Renée C. Linewyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect; the same has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____



By Renée C. Linewyn
Renée C. Linewyn, Assistant Secretary

NOTARY PUBLIC, MONTCALMERY COUNTY, PENNSYLVANIA

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantee.

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Local Preference Conditions
(PREVIOUSLY TITLED SPECIAL CONDITIONS – REVISED JULY 2015)

1. **Ordinances/Definitions.** Copies of related ordinances, executive orders, and definitions of all terms. “Detroit-Based Business,” “Minority” and “Resident” are available upon request by contacting the Office of the City Clerk at Room 200 Coleman A. Young Municipal Center, Detroit, MI 48226, 313 224.3270. Vendors requesting a copy of the Purchasing Ordinance effective 16-AUG-00 should refer to Ordinance #15-00 when requesting additional information.

The following definitions shall apply to the Formal Bid document and all attachments:

City - The City of Detroit acting through the Purchasing Director

CCD - Contract Compliance Division of the City of Detroit’s Finance Department

Bidder - The person or entity so named in the Formal Bid Document, or their authorized representative.

EFFECTIVE FEBRUARY 10, 2010 REQUIREMENTS FOR RECEIVING EQUALIZATION CREDIT HAVE BEEN REVISED. Please review the following definitions and requirements for certification carefully.

***Detroit-Based Business (DBB)** – means a business which pays City income taxes on the business’s net profits and pays City property taxes on 1) a plant or office and equipment which are ordinarily required for the furnishing of the goods or the performance of the services required by the contract and referred to in the application for certification as Detroit-based business or on 2) other real or personal property in the City equivalent in value to such plant or office and equipment, for not less than one (1) taxable year immediately prior to the date of the application for certification as a Detroit-based business.

1. Provide verification that a firm has the physical resources including, but not limited to, inventory, equipment, vehicles, etc., as well as the ability to provide the services indicated in its application for certification at the City location.
2. Provide verification of the ability of the business to carry out the service or repair the product to be sold to the City at the City site.
3. Provide references, licenses, or other means of verification acceptable to the City that the services the firm offers to the City has been provided at the City site for at least one (1) year prior to the date of application.
4. Provide verification that the business has or can procure an adequate number of employees based at its City site to perform services indicated in the application.

***Detroit-Based Small Business** – Any business which meets the definitions of Detroit-based business and small business concern as certified by the City of Detroit Human Rights Department prior to bid due date.

***Detroit Based Micro Business Concern (DBMBC)** – Means a business, which meets the definitions of Detroit-based business concern and a micro business concern.

***Detroit Headquartered Business (DHQ)** – Means a business which:

1. Has received a certification as a Detroit-based business, as defined in this section.

Local Preference Conditions
(PREVIOUSLY TITLED SPECIAL CONDITIONS – REVISED JULY 2015)

2. Has an office within the City of Detroit that services as the administrative center where the chief executive officer and highest-level management staff perform at least fifty-one percent (52%) of their management functions.
3. Has received a certification as a Detroit-headquartered business.

****Detroit Resident Business (DRB)** – Means any business, which employs a minimum of four (4) employees, at least fifty-one (51%) percent of which are City residents.

*****Joint Venture** – Means a joint venture of separate firms, one of which is a DBB, DBSB, DRB or DBMBC, which has been created to perform a specific contract, and is evidenced by a written agreement which provides at minimum that the DBB, DBSB, DRB, or DBMBC:

1. Is substantially included in all phases of the contract including, but not limited to, bidding and staffing;
2. Provides at least fifty-one percent (51%) of the total performance, responsibility, and project management of a specific job;
3. Receives at least fifty-one (51%) of the total remuneration from a specific contract; and
4. Shares profits and losses

*****Mentor Venture** – Means a joint venture of separate firms, one of which is a DBB, DBSB, DRB or DBMBC, which has been created to perform a specific contract, and is evidenced by a written agreement which provides at minimum that the DBB, DBSB, DRB, or DBMBC:

1. Is substantially included in all phases of the contract, including, but not limited to, bidding and staffing;
2. Provides at least thirty (30%) of the total performance, responsibility, and project management of a specific job;
3. Receives at least thirty percent (30%) of the total remuneration from a specific contract; and
4. Shares in profits and losses

****Micro Business Concern (MBC)** – Means a business, which is one (1) of the following:

1. A manufacturing business which has no more than fifty (50) employees; or
2. A general construction business which has annual gross receipts of not more than one million seven hundred thousand dollars (\$1,700,000.00); or
3. A specialty construction business which has annual gross receipts of not more than seven hundred thousand dollars (\$700,000.00)
4. A wholesale business which has no more than ten (10) full-time employees; or
5. A retail business which has annual gross receipts of not more than five hundred thousand dollars (\$500,000.00); or
6. A service business, other than professional services, which has annual gross receipts of not more than five hundred thousand dollars (\$500,000.00)

Note: A business, which is an affiliate or a subsidiary of any entity that is not eligible for certification as a micro business concern **shall not be certified** as a micro business concern.

***Small Business Concern (SBC)** – Means a business which:

Local Preference Conditions
(PREVIOUSLY TITLED SPECIAL CONDITIONS – REVISED JULY 2015)

1. Has been in existence and operating for at least one (1) year prior to the date of application for certification as a small business concern; and
2. Does not meet the definition of a micro business concern, as defined in this division, and
3. Is one (1) of the following:
 - a. A manufacturing business which, for the three (3) fiscal years preceding the date of application for certification has provided full-time employment to not more than five hundred (500) persons; or
 - b. A general construction business which, for the three (3) fiscal years preceding the date of application for certification, has average annual gross receipts of not more than seventeen million dollars (\$17,000,00.); or
 - c. A specialty construction business whose average annual gross receipts have not exceeded seven million dollars (\$7,000,000.00) in the three (3) fiscal years preceding the date of application for certification; or
 - d. A wholesale business which, for three (3) fiscal years preceding the date of application for certification, has provided full-time employment to not more than one hundred (100) persons; or
 - e. A retail business which, for the three (3) fiscal years preceding the date of application for certification, has average annual gross receipts of not more than five million dollars (\$5,000,000.00); or
 - f. A service business, other than professional, which, for the three (3) fiscal years preceding the date of application for certification. Has average gross receipts of not more than five million dollars (\$5,000,000.00) or
 - g. A professional services business which for the three (3) fiscal years preceding the date of application for certification has had average gross receipts or not more than three million dollars (\$3,000,000.00)

Note: A business, which is an affiliate or subsidiary of any entity that is not eligible for certification as a small business **shall not** be certified as a small business.

*As demonstrated by submission of the Equalization Eligibility Form and proof of certification by the City of Detroit Human Rights Department. These categories must be certified by the City of Detroit Human Rights Department at time of bid submission. If a vendor(s) is not certified at the time of bid submission then equalization credit shall not be applied. For information regarding Certification call 313.224.4950. Failure to submit proper documentation with bid response may result in equalization credit not being applied. Vendors are strongly encouraged to make application for certification for all applicable categories. The certification process is lengthy and involved. Applications are closely scrutinized to determine eligibility of firms. Applications are processed in order of receipt.

As demonstrated by submission of Equalization Eligibility Form and Affidavit included with your bid package. Failure to submit these forms with your bid will result in equalization credit not being applied to your bid response. These forms must be included with **each and every bid where the vendor wishes to receive consideration for equalization credit.

***As demonstrated by submission of Equalization Eligibility Form and a copy of the written agreement between the parties to the Joint Venture or Mentor Venture. The Joint or Mentor Venture agreement must be submitted with **each and every** bid response submitted for consideration of applicable eligibility credit. The agreement is subject to review and acceptance by the City of Detroit.

Local Preference Conditions
(PREVIOUSLY TITLED SPECIAL CONDITIONS – REVISED JULY 2015)

2. **Eligible Bidders.** An "X" below indicates the classification of bidders that the City has determined to be eligible to compete for this contract.
- 2.1 Competition for this Contract is open to all qualified bidders. ()
- 2.2 Competition for this Contract is restricted per Ordinance No. 52-H to Detroit-Based Businesses. ()
3. **Subcontractor Utilization Requirements.** The City has determined that _____% [GR1] of the total Contract amount shall be subcontract to MBE's who have obtained certification from the Contract Compliance Division (CCD) prior to bid due date. ()
4. **Minority and Resident Hiring.** (Executive Order No. 22) The worker hours on this Contract shall be performed by no less than 50% bona fide City residents, no less than 25% minorities and at least 5% women. ()

ALL INFORMATION PROVIDED IN RESPONSE TO THE INVITATION FOR BID IS SUBJECT TO VERIFICATION AND ACCEPTANCE BY THE CITY OF DETROIT. IF IT IS FOUND THAT INFORMATION SUBMITTED IS NOT VALID THE VENDOR MAY BE SUBJECT TO BEING PLACED IN DEFAULT AND/OR BID REJECTION AS DETERMINED BY THE CITY OF DETROIT CHIEF PROCUREMENT OFFICER.

EXECUTIVE ORDER 2016-1

TO: ALL BOARDS, COMMISSIONS, DEPARTMENT DIRECTORS, CITY COUNCIL MEMBERS, CITY CLERK, DEVELOPERS, CONTRACTORS, AND DETROIT ECONOMIC GROWTH CORPORATION (DEGC).

FROM: MICHAEL E. DUGGAN, MAYOR

SUBJECT: UTILIZATION OF DETROIT RESIDENTS ON PUBLICLY-FUNDED CONSTRUCTION PROJECTS

DATE: December 16, 2016

WHEREAS, it is the policy of this Administration to encourage and maximize the utilization of Detroit residents on all City contracts and all projects benefited by City subsidies. An important component of the economic revitalization of Detroit is the employment of Detroit residents. Accordingly, this Executive Order directs any entity entering into a publicly-funded construction project to implement specific residency targets for its workforce, as follows:

1. A "publicly-funded construction project," for purposes of this Executive Order, means (a) any construction contract for more than \$3,000,000.00 (Three Million Dollars) made by the City with any person or entity; and (b) any construction project for which the City, affiliated public or quasi-public entities of the City, or any of their agents or contractors provides funds or financial assistance via any of the following methods, where total assistance from the City or its affiliated entities is over \$3,000,000.00 (Three Million Dollars):

- (1) The sale or transfer of land below its appraised value;
- (2) Direct monetary support;
- (3) Public contributions originated by the State of Michigan or its agencies, the United States government or its agencies, or any other non-City government entity, and for which City approval is required and obtained; or
- (4) Tax increment financing. For purposes of calculating the total assistance directly provided through tax increment financing, tax revenue that would have accrued to all government entities shall be counted.

Other persons or entities doing business with the City, but not covered by this section, may voluntarily agree to be bound by some or all of the substantive requirements of this Executive Order.

2. A “bona-fide Detroit resident,” for purposes of this Executive Order, means an individual who can demonstrate residency in the City of Detroit as of a date at least thirty (30) days prior to the date the person seeks to be employed for work on a publicly-funded construction project. Residency shall be established by the address listed on (a) any one of the following: State of Michigan identification card, State of Michigan driver’s license, or Detroit municipal ID; plus (b) any one of the following: Voter Registration Card, Motor Vehicle Registration, most recent federal, state, or City of Detroit tax returns, Lease/Rental agreement, the most recent utility bill (or utility affidavit signed by a landlord with respect to a leased residence), or most recent municipal water bill. Other forms of proof-of-residence may be accepted under certain circumstances.

3. All publicly-funded construction contracts shall include a provision providing that at least 51% of the workforce on the publicly-funded construction project shall be bona-fide Detroit residents. This requirement shall be referred to as the “Workforce Target.” The Workforce Target shall be measured by the hours worked by bona-fide Detroit residents on the publicly-funded construction project.

4. Developers, general contractors, prime contractors and subcontractors are all required to comply with the terms of this Executive Order. Collectively, these entities are hereinafter referred to as “contractors.” It is, however, the sole responsibility of the person or entity contracting with the City of Detroit to require all of its subcontractors either to (a) meet the Workforce Target; or (b) make the required contribution to the City’s Workforce Training Fund, as provided in Paragraph 6 of this Executive Order. Contractors may utilize local unions, Detroit Employment Solutions Corporation, or other entities to help meet the Workforce Target. Failure to satisfy the requirements of this Executive Order shall constitute a breach of contract and may result in the immediate termination of the contract.

5. Upon execution of a publicly-funded construction contract, the City of Detroit’s Civil Rights, Inclusion and Opportunity Department (“CRIO”) shall determine whether the Workforce Target in the contract shall be measured periodically either (a) monthly or (b) quarterly. This period shall be referred to as the “measurement period.” Thereafter, for the duration of the construction project, the contractor shall, at the end of each measurement period, submit to CRIO a report indicating:

- (1) The total hours worked on the project during the preceding measurement period (“total work-hours”);
- (2) The total hours worked on the project by bona-fide Detroit residents during the preceding measurement period; and
- (3) If applicable, the amount by which the contractor fell short of meeting the Workforce Target. A contractor falling short of the Workforce Target shall report both (a) the raw number of total work-hours by which the contractor fell short of the Workforce Target; and (b) the percentage of total work-hours by which the contractor fell short of the Workforce Target.

6. A contractor who does not meet the Workforce Target in any measurement period shall help strengthen Detroit's workforce by making a monetary contribution to the City's CRIO-administered Workforce Training Fund, thereby supporting the skill development of Detroit residents. The required contribution for any contractor who does not meet the Workforce Target shall be the sum of the following:

- (1) For each work-hour comprising the first 0-10% of total work-hours by which the contractor fell short of the Workforce Target, 5% of the average hourly wage paid by the contractor on the publicly-funded construction project during the preceding measurement period.
- (2) For each work-hour comprising the second 0-10% of total work-hours by which the contractor fell short of the Workforce Target (if applicable), 10% of the average hourly wage paid by the contractor on the publicly-funded construction project during the preceding measurement period.
- (3) For each work-hour comprising the remaining 0-31% of total work-hours by which the contractor fell short of the Workforce Target (if applicable), 15% of the average hourly wage paid by the contractor on the publicly-funded construction project during the preceding measurement period.¹

7. If a contractor contracts for labor through a union which is meeting the goals set for it under the Detroit Skilled Trades Employment Program, that contractor will be deemed to have met the Workforce Target with respect to the employees for which it contracted through such a union.

Specifically: CRIO will make a periodic determination whether a union participating in the Detroit Skilled Trades Employment Program is meeting its established goals under that Program. For purposes of calculating a contractor's compliance with the Workforce Target, a union which, as of the date a contractor executes its publicly-funded construction contract or subcontract, is meeting its goals under the Program shall be deemed to have no less than 51% of the hours worked by its members on the publicly-funded construction project worked by bona-fide Detroit residents. If bona-fide Detroit residents actually account for more than 51% of the hours worked by union members on a publicly-funded construction project, that actual percentage may be used for purposes of calculating compliance with the Workforce Target.

8. If CRIO determines a contractor is in non-compliance with the requirements of this Order, CRIO will notify the contractor, in writing, of the contractor's non-compliance.

If a contractor wishes to challenge a finding of non-compliance, the contractor may, within fifteen (15) days of the notice of non-compliance, file with CRIO a written notice challenging the finding of non-compliance, and detailing the reasons for that challenge. The challenge will then

¹ Thus, for example, if 25% of the total work-hours performed on a publicly-funded construction project were performed by bona-fide Detroit residents, the contractor will have fallen short of the Workforce Target by 26% of the total work-hours. That contractor's minimum required contribution would be the sum of (1) 5% of the average hourly wage for 10% of the total work-hours; (2) 10% of the average hourly wage for 10% of the total work-hours; and (3) 15% of the average hourly wage for 6% of the total work-hours.

be forwarded to a panel comprising of (1) the City's Corporation Counsel or his or her designee; (2) the head of the Department of Administrative Hearings or his or her designee; and (3) the Director of the Buildings, Safety, Engineering, and Environment Department, or his or her designee. The panel shall adjudicate the challenge and issue a written decision. The panel may, but need not, schedule an oral hearing on the challenge.

If, following written notice of non-compliance and the adjudication of any challenge, the contractor fails or refuses to take corrective actions within thirty (30) days, the City of Detroit may do any of the following:

- (1) withhold from the contractor all future payments under the construction contract until it is determined that the contractor is in compliance;
- (2) refuse all future bids on city projects or applications for financial assistance in any form from the city or any of its departments, until such time as the contractor demonstrates that it has cured its previous non-compliance;
- (3) debar the contractor from doing business with the City of Detroit for a period of up to one year.

In addition, the City of Detroit reserves the right to re-bid the contract, in whole or in part, or hire its own workforce to complete the work.

9. All applicable construction contracts, construction contract amendments, change orders and extensions shall include the terms of this Executive Order. CRIO shall have the responsibility for preparing administrative guidelines related to this Executive Order, and for monitoring and enforcing the provisions of this Executive Order.

* * *

Pursuant to the powers vested in me by the 1963 Michigan Constitution and by the 2012 Detroit City Charter, I, Michael E. Duggan, Mayor of the City of Detroit, issue this Executive Order. This Executive Order is effective upon its execution and filing with the City Clerk and supersedes Executive Order No. 2014-4 issued by me on August 22, 2014. Provided, however, that this Executive Order shall not supersede the operation of any prior Executive Order with respect to any publicly-funded construction project on which construction activities have commenced as of the date of this Executive Order.

Michael E. Duggan
Mayor, City of Detroit



CITY OF DETROIT
MAYOR'S OFFICE

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 1126
DETROIT, MICHIGAN 48226
PHONE 313•224•3400
FAX 313•224•4128
WWW.DETROITMI.GOV

EXECUTIVE ORDER NO. 2014-5

TO: ALL BOARDS, COMMISSIONS, DEPARTMENT DIRECTORS,
CITY COUNCIL MEMBERS AND THE CITY CLERK

FROM: MICHAEL E. DUGGAN, MAYOR

SUBJECT: UTILIZATION OF DETROIT HEADQUARTERED BUSINESSES
AND DETROIT BASED BUSINESSES FOR CITY OF DETROIT
CONTRACTS

DATE: AUGUST 22, 2014

WHEREAS, it is the policy of this Administration to encourage and increase the utilization of Detroit Headquartered Businesses and Detroit-Based Businesses. An important component of the economic revitalization of Detroit is the utilization of Detroit Headquartered Businesses and Detroit-Based Businesses in the City of Detroit's contracting. The City government is a major purchaser of goods and services. A substantial percentage of the City of Detroit's budget will be used to purchase goods and services to meet the needs of Detroit and its citizens.

WHEREAS, this Executive Order directs City departments and agencies to implement specific purchasing goals for the utilization of Detroit Headquartered Businesses and Detroit-Based Businesses. The goal of this Administration is to award **thirty percent (30%)** of the total dollar value of City contracts to Detroit Headquartered Businesses and Detroit-Based Businesses. The ability of individual departments to achieve this goal may vary as a function of the types of goods and services required and the availability of Detroit Headquartered Businesses and Detroit-Based Businesses to perform any given contract. However, all departments shall make their best efforts to meet this goal. All city departments and agencies are directed to review their contracting practices and procedures for the implementation of this Executive Order.

WHEREAS, the purchasing ordinance, Detroit City Code Section 18-5-301, provides equalization factors to be applied to the bids of Detroit Headquartered Businesses and Detroit-Based Businesses. All city departments and agencies shall encourage such businesses to participate in the bidding for their contracts.

MICHAEL E. DUGGAN, MAYOR

CITY CLERK 27 AUG 2014 4:14:01

WHEREAS, the purchasing ordinance, Detroit City Code Section 18-5-33, provides that professional services contracts are to be open to competition utilization requests for proposals, requests for qualifications, or requests for quotations. It provides that a firm's status as a Detroit-Based Business, Joint Venture, or Mentor Venture shall be one of the evaluation criteria used to select professional service contractors. All city departments and agencies shall encourage such businesses to participate in the bidding for their professional services contracts.

WHEREAS, one of the goals of this Executive Order is to encourage more Detroit-Based Businesses to locate their headquarters in Detroit. That will be an important part of the economic revitalization of Detroit.

WHEREAS, for the purposes of this Executive Order "Headquarters" and "Detroit Based" shall have the definition assigned to them in Section 18-5-1 of the 1984 Detroit City Code.

Pursuant to the powers vested in me by the 1963 Michigan Constitution and by the 2012 Detroit City Charter, I, Michael E. Duggan, Mayor of the City of Detroit, issue this Executive Order. This Executive Order is effective upon its execution and filing with the City Clerk and supersedes Executive Order No. 4 issued by Dennis Archer on October 28, 1994, and reissued by Mayor Kwame M. Kilpatrick on November 1, 2003.



Michael E. Duggan
Mayor, City of Detroit

CITY CLERK 27 AUG 2014 09:11:01

Patty Hopkins

From: Smartsheet Forms <forms@app.smartsheet.com>
Sent: Friday, September 18, 2020 7:24 AM
To: Patty Hopkins
Subject: Confirmation - Joint or Mentor Venture Agreement



Thank you for submitting your entry. A copy is included below for your records.

Joint or Mentor Venture Agreement

RFQ Number 18751,5

RFQ Due Date 09/18/2020

Detroit

Certified Company Fort Wayne Contracting, Inc.

Certification DBB-Detroit Based Business, DRB-Detroit Resident Business

Address: 320 E. Seven Mile Rd, Detroit, MI 48203

Contact Name: Patty Hopkins

Phone Number: 313-368-3400

Cell Phone:

Email: patty@fortwaynecontracting.com

Company Name: Ajax Paving Industries, Inc.

Company Address: 1957 Crooks, Ste. A, Troy, MI 48084

Contact Name: Brandon King

Office Phone: 248-244-3309

Cell Phone:

Email: bking@ajaxpaving.com

Venture Type Joint Venture

File Attachments



Work Outline.doc (43k)



Detroit Cert.pdf (32k)



JV Agreement.pdf (537k)

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EQUALIZATION ELIGIBILITY FORM

In accordance with Ordinance No. 15-00, any Detroit based firm shall be deemed a better bid than the bid of any competing firm which is not Detroit-based, whenever the bid of such competing firm shall be equal to or higher than the bid of the Detroit-based firm after the appropriate equalization percentage credit from the Equalization Allowance Table has been applied to the bid of the Detroit-based firm. **NOTE: IT IS THE VENDOR'S RESPONSIBILITY TO COMPLETE THIS FORM, PROVIDE ALL NECESSARY DOCUMENTATION AND RETURN IT WITH YOUR BID. FAILURE TO DO SO MAY RESULT IN EQUALIZATION NOT BEING APPLIED.**

Company Name: Fort Wayne Contracting, Inc.

A vendor qualifies for equalization credit as per section 18-5-2 of the purchasing ordinance as follows:

Vendor to check all categories which apply*

- ☒ **Detroit Based Business** (as certified by the City of Detroit Human Rights Department prior to bid due date. Proof of certification must be submitted with each and every bid response.)
- ☒ **Detroit Based Business with Headquarters in Detroit** (as certified by completion of the affidavit attached to bid documents and proof of certification as a Detroit Based Business prior to bid due date. Proof of certification must be submitted with each and every bid response.)
- ☒ **Detroit Resident Business** (as certified by completion of the affidavit attached to bid documents. The affidavit must be completed and returned with each and every bid for consideration)
- ☒ **Detroit Based Small Business** (as demonstrated by furnishing proof certification by the City of Detroit Human Rights Department. Proof of certification must be submitted with each and every bid for consideration.)
- ☐ **Detroit Based Micro Business Concern** (as certified by completion of the affidavit attached to bid and proof of certification as a Detroit Based Business. The affidavit and certification must be completed and returned each and every bid for consideration)
- ☒ **Joint Venture OR** ☐ **Mentor Venture** (You may only select one. One of the parties to the joint or mentor venture must be a certified Detroit Based Business prior to bid due date in order to receive equalization credit as a joint or mentor venture. Proof of certification by the City of Detroit Human Rights Department along with a copy of the Joint or Mentor Venture agreement between the parties involved is required.)

*The information submitted to substantiate Equalization Eligibility is subject to verification and acceptance by the City. Should it be found that the vendor is not eligible to receive equalization credit it will not be applied. Should it be found that information submitted has been falsified the vendor may be placed in Default by the City for up to a three year period at the discretion of the City of Detroit Finance Department – Purchasing Division. If all respondents are **certified** Detroit based, Table 1 does not apply.

TABLE I
Equalization Allowance for Detroit-based business and/or Detroit Resident Business

DOLLAR VALUE	DETROIT BASED	DETROIT RESIDENT
Up to \$10,000.00	5%	5%
\$10,000.01 to \$100,000.00	4%	4%
\$100,000.01 to \$500,000.00	3%	3%
\$500,000.01 and over	2%	2%
Detroit Based Business w/Headquarters in Detroit	3%	

TABLE II
*Equalization allowance for Detroit Based Small Business, Detroit Based Micro Business, Joint Venture, Mentor Venture:

Category	Equalization Percentage
Detroit Based Small Business	1%
Detroit Based Micro Business Concern	2%
Joint Venture	2%
Mentor Venture	1%



Civil Rights, Inclusion
and Opportunity

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1240
DETROIT, MICHIGAN 48226
PHONE 313•224•4950 TTY 313•224•4960
FAX 313•224•3434
WWW.DETROITMI.GOV

August 19, 2020

Fort Wayne Contracting, Inc.
320 E. Seven Mile Rd.
Detroit MI 48203
Attn: Patty Hopkins

RE: DETROIT BUSINESS CERTIFICATION- APPROVAL

(Approval Date: 08/19/2020-08/19/2021)

Dear Applicant:

This letter shall serve as your notification that this office has completed its evaluation of the Certification Application and supporting documents submitted by your company.

Based upon our review it has been determined that your company meets the eligibility criteria of the Detroit Business Opportunity Program. Therefore, your company's certification status as Detroit Based Business (DBB), Detroit Headquartered Business (DHB), Detroit Resident Based Business (DRB) and Minority-Owned Business Enterprise (MBE) is effective for a period of one (1) year.

You are reminded to keep this office apprised of any changes that may affect the status of your company's certification, i.e. ownership, management, location, etc. Also this office may request additional information at any time to verify your continued eligibility.

Remember to visit our web page for any updates to the program and most current application for next year at <https://detroitmi.gov/departments/civil-rights-inclusion-opportunity-department>.

Your continued interest in and support of the Detroit Business Opportunity Program is greatly appreciated.

Sincerely,

Bianca Owens
Detroit Business Opportunity Coordinator
Civil Rights, Inclusive and Opportunity (CRIO)

SUBCONTRACTOR APPROVAL REQUEST

TO: DPW – City Engineering Division 2 Woodward Avenue, Suite 601 Detroit, Michigan 48226-2873		City of Detroit Contract No.: PW-7023 Contract Title: COLD MILLING, HMA RESURFACING AND MISCELLANEOUS CONSTRUCTION FROM E. JEFFERSON AVENUE TO MACK AVENUE; AND REALIGNMENT OF BIKE TRAILS FROM E. JEFFERSON AVENUE TO CHANDLER PARK DRIVE IN THE CITY OF DETROIT	
Approval is requested to subcontract the work listed below to the following: Name: PK Contracting, Inc.			
Address 1965 Barrett Drive, Troy, MI 48084			
Contact Name: Nicholas Shea		Telephone No: 248-362-2130	Fax No: 248-362-4969
Nature of Work: Pavement Markings		FID No: 38-2313864	Approx. Cost:
Date Work is Scheduled to Start:		Date Work is to be Completed:	
The proposed subcontractor is covered by the insurance in the types and amounts listed below and as indicated on the accompanying insurance certificate(s):			
Worker's Compensation Insurance	Insurer: Travelers IND CO of CT		Policy No: UB8J540671
	Limits: \$1,000,000 Michigan Legal Requirements \$		Expires 12/31/2020
Commercial General Liability Insurance	Insurer: Phoenix Inc Co		Policy No: C0324P3222
	Limits: \$1,000,000 Per Occurrence \$1,000,000	Aggregate: \$2,000,000	Expires: 12/31/2020
Automobile Liability Insurance	Insurer: Travelers Prop Cas of Amer		Policy No: 810324P3222
	Limits: Combined Single Limit \$1,000,000		Expires: 12/31/2020
Umbrella Excess Insurance	Insurer: Travelers Prop Cas of Amer		Policy No: CUP4P45443A
	Limits: Per Occurrence/Aggregate \$20,000,000		Expires: 12/31/2020
It has been mutually agreed, if this request is approved, that the above named as subcontractor will be bound by the terms of the Contract Documents insofar as applicable to his work.			
Date: <u>10/01/2020</u>		Contractor:	
		By: <u>Steven Loewen</u>	
		Title: Division Manager	

_____ Date Approved – Finance, Income Tax
 _____ Date Approved – Finance, Revenue Collections

Distribution of Approval:	
	Contractor
	Sponsoring Dept.
	Inspection (2)

Approved: DPW-City Engineering Division

By: _____

Title: _____

SUBCONTRACTOR APPROVAL REQUEST

TO: DPW – City Engineering Division 2 Woodward Avenue, Suite 601 Detroit, Michigan 48226-2873		City of Detroit Contract No.: PW-7023 Contract Title: COLD MILLING, HMA RESURFACING AND MISCELLANEOUS CONSTRUCTION FROM E. JEFFERSON AVENUE TO MACK AVENUE; AND REALIGNMENT OF BIKE TRAILS FROM E. JEFFERSON AVENUE TO CHANDLER PARK DRIVE IN THE CITY OF DETROIT	
Approval is requested to subcontract the work listed below to the following:			
Name: Poco Inc			
Address 4850 S. Sheldon, Canton, MI 48188			
Contact Name: John Clarke	Telephone No: 734-397-1677	Fax No: 734-397-5903	
Nature of Work: Traffic Control	FID No: 38-2578683	Approx. Cost: \$125,000	
Date Work is Scheduled to Start:		Date Work is to be Completed:	
The proposed subcontractor is covered by the insurance in the types and amounts listed below and as indicated on the accompanying insurance certificate(s):			
Worker's Compensation Insurance	Insurer: Safety National Casualty Corp		Policy No: PocoI-C
	Limits: \$1,000,000 Michigan Legal Requirements \$		Expires 04/30/2021
Commercial General Liability Insurance	Insurer: West Bend Mutual		Policy No: A57927200
	Limits: Per Occurrence \$1,000,000	Aggregate: \$	Expires: 04/01/2021
Automobile Liability Insurance	Insurer: West Bend Mutual		Policy No: A57927200
	Limits: Combined Single Limit		Expires: 04/01/2021
Umbrella Excess Insurance	Insurer: West Bend Mutual		Policy No: A57927200
	Limits: Per Occurrence/Aggregate \$1,000,000		Expires: 04/01/2021
It has been mutually agreed, if this request is approved, that the above named as subcontractor will be bound by the terms of the Contract Documents insofar as applicable to his work.			
Date: <u>10/11/2020</u>		Contractor:	
		By: <u>Becky Stang</u>	
		Title: <u>EXEC ASST</u>	

_____ Date Approved – Finance, Income Tax

_____ Date Approved – Finance, Revenue Collections

Approved: DPW-City Engineering Division

By: _____

Title: _____

Distribution of Approval:	
	Contractor
	Sponsoring Dept.
	Inspection (2)
	File

SUBCONTRACTOR APPROVAL REQUEST

TO: DPW – City Engineering Division 2 Woodward Avenue, Suite 601 Detroit, Michigan 48226-2873		City of Detroit Contract No.: PW-7023 Contract Title: COLD MILLING, HMA RESURFACING AND MISCELLANEOUS CONSTRUCTION FROM E. JEFFERSON AVENUE TO MACK AVENUE; AND REALIGNMENT OF BIKE TRAILS FROM E. JEFFERSON AVENUE TO CHANDLER PARK DRIVE IN THE CITY OF DETROIT	
Approval is requested to subcontract the work listed below to the following:			
Name: Tenmile Creek Excavating LLC			
Address 407 East Fort St. Suite 407, Detroit, MI 48226			
Contact Name:	Telephone No:	Fax No:	
Judd Lickert	313-963-4263	313-964-8835	
Nature of Work: Milling Asphalt	FID No: 38-3571897	Approx. Cost::	
Date Work is Scheduled to Start:		Date Work is to be Completed:	
The proposed subcontractor is covered by the insurance in the types and amounts listed below and as indicated on the accompanying insurance certificate(s):			
Worker's Compensation Insurance	Insurer: Charter Oak Fire Ins		Policy No: UB0095J42830
	Limits: \$500,000 Michigan Legal Requirements \$		Expires 09/30/21
Commercial General Liability Insurance	Insurer: Phoenix Insurance		Policy No: 09/30/21
	Limits: Per Occurrence \$1,000,000	Aggregate: \$	Expires: 09/30/21
Automobile Liability Insurance	Insurer: Phoenix Insurance		Policy No: 815N550836
	Limits: Combined Single Limit \$1,000,000		Expires: 09/30/2021
Umbrella Excess Insurance	Insurer: Travelers Prop Cas Co of America		Policy No: CUP3L56572
	Limits: Per Occurrence/Aggregate \$1,000,000		Expires: 09/30/21
It has been mutually agreed, if this request is approved, that the above named as subcontractor will be bound by the terms of the Contract Documents insofar as applicable to his work.			
Date: <u>10/01/2020</u>		Contractor:	
		By: <u>Judd Lickert</u>	
		Title: <u>Project Manager / Estimator</u>	

_____ Date Approved – Finance, Income Tax

_____ Date Approved – Finance, Revenue Collections

Approved: DPW-City Engineering Division

By: _____

Title: _____

Distribution of Approval:	
	Contractor
	Sponsoring Dept.
	Inspection (2)

CORPORATION CERTIFICATE OF AUTHORITY

I, Christopher R. Honore, Corporate Secretary of
(name of corporate secretary)

Fort Wayne Contracting, Inc., a Michigan
(complete name of corporation) (state of incorporation)

for profit corporation (the "Corporation"), **DO HEREBY CERTIFY** that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on 09/15/2020 and that the same is now in full force and effect:
(date of meeting)

"**RESOLVED**, that the Chairman, the President, each Vice President, the Treasurer, and the Secretary and each of them, is authorized to execute and deliver, in the name of and on behalf of the Corporation and under its corporate seal or otherwise, any agreement or other instrument or document ('Contract') in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by any of the aforementioned officers shall be conclusive evidence of such approval."

I FURTHER CERTIFY that

<u>Christopher R. Honore</u>	is Chairman
<u>Christopher R. Honore</u>	is President
<u>Christopher R. Honore</u>	is (are) Vice President(s),
<u>Christopher R. Honore</u>	is Treasurer,
<u>Christopher R. Honore</u>	is Secretary,
<u>Christopher R. Honore</u>	is Executive Director, and
<u>Christopher R. Honore</u>	is _____

I FURTHER CERTIFY that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in **PW-7023 COLD MILLING, HMA RESURFACING & MISC CONSTRUCTION ON CONNER AVENUE FROM E JEFFERSON TO MACK AVENUE & BIKE TRAILS FROM E JEFFERSON AVE. TO CHANDLER PARK DRIVE IN THE CITY OF DETROIT** and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 28th day of September, 2020.

CORPORATE SEAL
(if any)


Corporate Secretary—Fort Wayne Contracting, Inc.

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR CORPORATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE CORPORATION.

CORPORATION CERTIFICATE OF AUTHORITY

I, James A. Jacob, Corporate Secretary of
(name of corporate secretary)

Ajax Paving Industries, Inc., a Michigan
(complete name of corporation) (state of incorporation)

for profit corporation (the "Corporation"), **DO HEREBY CERTIFY** that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on 03/31/2020 and that the same is now in full force and effect:
(date of meeting)

"RESOLVED, that the Chairman, the President, each Vice President, the Treasurer, and the Secretary and each of them, is authorized to execute and deliver, in the name of and on behalf of the Corporation and under its corporate seal or otherwise, any agreement or other instrument or document ("Contract") in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by any of the aforementioned officers shall be conclusive evidence of such approval."

I FURTHER CERTIFY that

<u>Mark Johnston</u>	is Chairman
<u>David R. Cowper, P.E.</u>	is President
<u>James A. Jacob</u>	is (are) Vice President(s),
<u>James A. Jacob</u>	is Treasurer,
<u>Brandon G. King</u>	is Secretary,
	is Executive Director, and
	is Estimating Manager

I FURTHER CERTIFY that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in **PW-7023 COLD MILLING, HMA RESURFACING & MISC CONSTRUCTION ON CONNER AVENUE FROM E JEFFERSON TO MACK AVENUE & BIKE TRAILS FROM E JEFFERSON AVE. TO CHANDLER PARK DRIVE IN THE CITY OF DETROIT** and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 28th day of September, 2020.

CORPORATE SEAL
(if any)



Corporate Secretary-Ajax Paving Industries, Inc.

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR CORPORATION **MUST** BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE CORPORATION.

JOINT VENTURE AGREEMENT

This Joint Venture Agreement ("Agreement") is made and entered into by and between Fort Wayne Contracting, Inc. ("FWC"), a Michigan corporation whose principal office is located at 320 E. Seven Mile Rd., Detroit, MI 48203, and Ajax Paving Industries, Inc. ("Ajax"), a Michigan corporation whose principal office is located at 1957 Crooks, Ste. A, Troy, MI 48084 on this 15th day of July, 2020.

IN CONSIDERATION of the mutual promises and undertakings hereinafter specified, the receipt and sufficiency of which is hereby acknowledged, FWC and Ajax AGREE AS FOLLOWS:

1. JOINT VENTURE

FWC and Ajax hereby agree to a contractual joint venture subject to the terms and conditions set forth in this Agreement (the "Joint Venture"). The name and business address of the Joint Venture solely for the purpose set forth below shall be:

"Fort Wayne Contracting, Inc./Ajax Paving Industries, Inc., Joint Venture"
320 E. Seven Mile Rd.
Detroit, MI 48203

2. PURPOSE, SCOPE AND TERM OF JOINT VENTURE

(A) PURPOSE

The sole and exclusive purpose of the Joint Venture is to bid upon and enter into a contract (the "Contract") with the City of Detroit (the "Owner") relating to that certain Proposal for **PW7023 Cold Milling HMA Resurfacing and Miscellaneous construction on Conner from E. Jefferson Avenue to Mack Avenue: and Realignment of bike trails from E. Jefferson Avenue to Chandler Park Drive in the City of Detroit** (the Project). The Joint Venture shall have no other purpose and shall not create any partnership or other permanent relationship between FWC and Ajax. Further, the Joint Venture shall not preclude either FWC or Ajax from pursuing their own separate business so long as they do so in their own names and assume full and exclusive responsibility with respect to such separate business activities and no party to this Agreement shall have any right to participate in the results of any other activities or operations conducted by the other party to this Agreement, whether severally or jointly with others (including the City of Detroit). For the avoidance of doubt, the Joint Venture shall not take legal title to any real or personal property of any kind.

(B) SCOPE

The scope of the Joint Venture is limited to performance of the Contract for, and complete construction of, the Project, including all activities reasonably incidental thereto. Nothing contained in this Agreement, or otherwise, shall constitute the parties as partners, or obligate them to make any capital contribution to the Joint Venture, obligate them to undertake any fiduciary duty other than as expressly set forth herein or entitle them to any participation in the results of the joint venture other than as specified in this Agreement.

(C) TERM

The term of the Joint Venture shall commence upon the date of this Agreement and shall expire on the earlier to occur of the following:

i. Final acceptance by Owner of the work under the terms of the Contract, receipt of all funds owed by Owner to the Joint Venture under the Contract and the final distribution of all funds received from the Owner under the Contract; or

ii. Termination of the Contract and the final distribution of all funds received from the Owner under the Contract;

provided, however, that the Joint Venture shall not terminate in either (i) and (ii) if there are any outstanding disputes, claims or other matters in controversy arising out of or relating to performance of the work under the Contract or this Agreement. Notwithstanding the foregoing, the Joint Venture shall terminate if the Owner, for whatever reasons, refuses or fails to execute the Contract for the Project and may also be terminated at any time upon the unanimous consent of FWC and Ajax.

3. RIGHTS AND RESPONSIBILITIES OF FWC AND AJAX

(A) PERFORMANCE OF THE CONTRACT

FWC and Ajax agree that FWC will:

i. Be substantially included in all phases of the Contract, including but not limited to bidding and staffing;

ii. Provide at least fifty-one (51) percent of the total Contract performance, responsibility and project management;

iii. Receive at least fifty-one (51) percent of the total remuneration from the Contract; and

iv. Share in profits and losses.

FWC and Ajax, pursuant to this Agreement, bind themselves jointly and severally to execute the Contract for the Project if awarded by the Owner and to fully perform the requirements of the Contract when executed.

(B) SELF-PERFORMED WORK

FWC and Ajax will be subcontractors to the Joint Venture. The work on the Project consists of work that will be performed by FWC and Ajax entirely with their own labor, equipment, materials and supplies or through second tier subcontractors (hereinafter referred to as "Self-Performed Work").

- i. FWC's Self-Performed Work is designated on the attached Exhibit A, which constitutes at least fifty one percent (51%) of the total contract performance and remuneration based upon the design quantities of the work specified by the City in the bidding documents and the bid prices submitted or to be submitted for that work by the Joint Venture. FWC shall be solely and completely responsible for all materials, supplies, labor, equipment, permits, licenses, taxes and other facilities required, and all expenses incurred to perform its items of Self Performed Work in accordance with the contract specifications and schedule. FWC shall receive compensation for the performance of this work in accordance with the contract value ascribed to such work in FWC's subcontract with the Joint Venture, which value shall not be less than fifty one percent (51%) of the total contract value based upon bid quantities and bid prices. FWC shall be solely responsible for any and all losses incurred or damages sustained in the performance of its Self Performed Work.

In the event extra work or changed work is ordered by the Owner which is within the general scope of such work and is to be self-performed by FWC, FWC shall be solely and completely

responsible for the cost estimating and performance of such work and shall receive 100% of the compensation paid by the Owner for such work and FWC shall be solely responsible for any losses incurred or damages sustained in the performance of such work.

It is the express intent and agreement of FWC and Ajax that the Joint Venture shall not be responsible for, nor be obligated to subsidize or otherwise defray any losses sustained by FWC for whatever reason, arising out of or relating to FWC's Self-Performed Work, nor shall the Joint Venture be entitled to any share of the profits, including any extraordinary or windfall profits, which may result from changes in FWC's Self-Performed Work.

- ii. Ajax's Self-Performed Work is designated on the attached Exhibit A. Ajax shall be solely and completely responsible for all materials, supplies, labor, equipment, permits, licenses, taxes and other facilities required, and all expenses incurred to perform these work items in accordance with the contract specifications and schedule. Ajax shall receive compensation for the performance of this work in accordance with the contract value ascribed to such work in Ajax's subcontract with the Joint Venture. Ajax shall be solely responsible for any and all losses incurred or damages sustained in the performance of its Self Performed Work.

In the event extra work or changed work is ordered by the Owner which is within the general scope of such work and is to be self-performed by Ajax, Ajax shall be solely and completely responsible for the cost estimating and performance of such work and shall receive 100% of the compensation paid by the Owner for such work and Ajax shall be solely responsible for any losses incurred or damages sustained in the performance of such work.

It is the express intent and agreement of FWC and Ajax that the Joint Venture shall not be responsible for, nor be obligated to subsidize or otherwise defray any losses sustained by Ajax, for

whatever reason, arising out of or relating to Ajax's Self-Performed Work, nor shall the Joint Venture be entitled to any share of the profits, including any extraordinary or windfall profits, which may result from changes in Ajax's Self-Performed Work.

(C) NO INDIVIDUAL AUTHORITY TO BIND JOINT VENTURE

Neither Ajax nor FWC shall have the individual authority to bind or obligate the other with respect to any matter whatsoever arising out of or relating to the Project or any other matter nor shall either FWC or Ajax have the individual authority to bind the Joint Venture to any obligation, contract, arrangement, agreement, release, waiver, accommodation, loan, guaranty or other matter of whatsoever nature.

(D) INDEMNIFICATION

Notwithstanding the joint and several obligation of FWC and Ajax for performance of the Contract recited in subparagraph (A) above, FWC and Ajax shall each indemnify, hold harmless and defend the other and their respective employees, shareholders, officers, directors, agents and affiliates from and against any and all claims, demands, suits, causes of action, proceedings, costs, damages, judgments, expense (including reasonable actual attorney and expert witness and consultant fees), interest, and liabilities of whatsoever nature (each a "Claim"), whether arising before or after completion of the work under the Contract, which result from, relate to or arise out of: (i) that party's Self-Performed Work; (ii) that party's unauthorized acts on behalf of or in the name of the Joint Venture or the other party; (iii) injury or death of any person employed by that party or acting under that party's direction, supervision or control, unless such injury or death is due to the sole negligence of the party to be indemnified; (iv) that party's failure to fully pay or discharge any debt, expense or cost attributable to that party's Self-Performed Work; (v) indemnification of any surety pertaining in any way to that party's Self Performed Work; (vi) damage to or destruction of property or to wholly or partially completed portions of the Work (including trespass, nuisance and deprivation of the use of real property) provided that such damage or destruction is due to that party's acts or omissions in the performance of that party's Self-Performed Work and is not otherwise covered by insurance; (vii) any material breach of any covenant, representation or warranty of this Agreement by that party; and (viii) any environmental,

health and safety liabilities arising out of or relating to that party's Self-Performed Work, including any Claims arising out of, related to or incurred in connection with any pollution, threat to the environment or human health, exposure to or manufacture, processing, distribution, use, treatment, generation, transport or handling, disposal, emission, discharge, storage or release of hazardous material (as defined by any environmental law). For purposes of clause (viii), "environmental laws" shall mean any applicable federal, state or local statute, regulation, ordinance, or rule of common law relating to the protection of the environment including, without limitation, any applicable provisions of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. App. § 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.) the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.), and the regulations promulgated pursuant thereto.

The indemnification obligations hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the indemnifying party under Worker's Compensation Acts, disability benefit acts, or other employee benefits acts.

As a condition to indemnification, the indemnified party will notify the indemnifying party of the assertion of any claim or the commencement of any proceeding, audit or assessment with respect to any Claim for which indemnity may be sought under this Section. Failure to notify the indemnifying party of a Claim shall not relieve the indemnifying party of any liability that it may have to any indemnified party except to the extent that the indemnifying party demonstrates that the defense against the Claim is prejudiced by the indemnified party's failure timely to give the notice. The indemnified party will give the indemnifying party such information with respect thereto as it may reasonably request. The indemnifying party will thereafter consult with the indemnified party upon the indemnified party's reasonable request for such consultation from time to time with respect to any proceeding, audit or assessment. No compromise or settlement of any Claim may be effected by the indemnifying party without the

indemnified party's written consent (that will not be unreasonably withheld or delayed) unless (A) there is no finding or admission of any violation of legal requirements or any violation of the rights of the indemnified party or its employees, shareholders, officers, directors, agents and affiliates and no effect on any other claims that may be made against the indemnified party, and (B) the sole relief provided is monetary damages that are paid in full by the indemnifying party.

With respect to the defense of any claims asserted against a party to be indemnified hereunder, the party being indemnified shall have the right to reasonably approve defense counsel selected by the indemnifying party.

The rights of Ajax and FWC relating to indemnification under this Agreement shall survive the termination of this Agreement.

4. MANAGEMENT

(A) EXECUTIVE COMMITTEE

The affairs of the Joint Venture shall be managed by an Executive Committee consisting of one representative from each of FWC and Ajax. FWC hereby appoints Christopher R. Honre as its representative and Ajax hereby appoints Clarence Jones as its representative. FWC and Ajax represent and warrant, each to the other, that its appointed representative is duly authorized to act on its behalf; that the actions of its representative shall, in the absence of fraudulent or dishonest conduct, be conclusively binding upon the company; and that its representative shall serve on the Executive Committee at its sole expense without expectation of compensation from the Joint Venture.

All administrative and managerial functions of the Joint Venture shall be the responsibility of the Executive Committee and all decisions, agreements, undertakings, subcontracts, contract modifications and other matters concerning the Joint Venture's performance of the Contract shall be by unanimous action of the Executive Committee; provided, however, decisions undertaken in the ordinary course of business relating to Self-Performed Work may be made by the party undertaking such work.

In the event a dispute arises between the members of the Executive Committee concerning such matters, Ajax or FWC may submit the dispute to arbitration as provided in paragraph 12 of this Agreement.

(B) MEETINGS The Executive Committee shall meet as often as is necessary and reasonable, but in no event less frequently than once every month while work is being performed on the Project, to remain fully apprised as to the status of work and other matters pertaining to the Project and to act on matters relating to the Joint Venture's performance of the Contract.

5. BANK ACCOUNT

Ajax and FWC shall establish a general deposit account at a mutually agreeable financial institution. The account shall be jointly owned by each of FWC and Ajax. FWC and Ajax shall each furnish to the financial institution such corporate resolutions and other documents as may be required for the establishment of the Joint Account. All monies received under the contract for the Project shall be deposited into the Joint Account. All disbursements from and checks or drafts drawn upon the Joint Account must be authorized by an authorized representative of each of FWC and Ajax.

6. USE AND DISBURSEMENT OF CONTRACT FUNDS

All funds received from the Owner under the Contract shall be used and disbursed to pay each of FWC and Ajax for their respective shares of Self-Performed Work; provided, however, any amounts that would otherwise be paid to either FWC or Ajax may be reduced in order to pay (or reimburse the other party for) such party's respective share of: (i) ordinary operation expenses described in Paragraph 7.(A) below; (ii) bond costs pursuant to Paragraph 10 below; (iii) insurance costs and deductibles pursuant to Paragraph 11 below; or (iv) to pay any other expense unanimously approved by the Executive Committee in writing.

7. ACCOUNTING

(A) JOINT VENTURE ACCOUNTS

The Joint Venture shall maintain separate books of account for the Project and all matters incidental thereto. The books of account shall be maintained in accordance with generally accepted accounting principals on a cash basis and limited to receipts of funds by the Joint Venture from the Owner under the contract and

disbursement of those funds in accordance with this Agreement. Ajax shall administer and maintain the Joint Venture's books of account without charge to the Joint Venture for such service and shall provide FWC with copies of the monthly account statements and records. The accounts of the Joint Venture shall be open to both FWC and Ajax for inspection at all reasonable times. Expenses for regulatory fees, bank fees, audits by outside examiners (unanimously approved by the Executive Committee in accordance with this Agreement), and any required additional computer programs exclusively dedicated to the Joint Venture shall be deemed as ordinary expense of the Joint Venture and paid directly by the Joint Venture or reimbursed to the party incurring such expenses on behalf of the Joint Venture pursuant to that party's reimbursement invoice. Any expense or series of related expenses that are in excess of \$1,000 must be unanimously approved by the Executive Committee

(B) AUDITS

The Executive Committee may direct that periodic audits of the Joint Venture's books of account be conducted. In that event, the party not responsible for maintaining the books of account shall designate the independent accounting firm to conduct such audits subject to the reasonable approval of the other party.

(C) FINAL ACCOUNTING AND DISTRIBUTION

Upon completion of the Contract, final acceptance of the work by the Owner and release of final payment including all retention, a final accounting shall be made of all receipts, costs, expenses, accounts and underlying project records pertaining to the performance of the Contract. If directed by the Executive Committee, an independent audit (by an auditor selected by the party not responsible for maintaining the Joint Venture's books of account) of the final accounting shall be conducted.

After payment of all debts and expenses relating to performance of the Contract in accordance with the provisions of paragraph 6, the Executive Committee shall make a final distribution to FWC and Ajax of all remaining funds in the Joint Venture's accounts. All Joint Venture profits, interest earned on Joint Venture funds and the proceeds from the sale of any Joint Venture property, if any, shall be divided equally between FWC and Ajax.

(D) CONTRACT PRICE ALLOCATION

FWC and Ajax have compiled and agreed upon the allocation of the contract price to the various components of the Project and the parties' respective responsibilities for major categories of expenses arising out of and relating to the performance of the work on the Project.

FWC and Ajax's mutual statement of this contract price allocation and expense statement is delineated in Exhibit A. Unless otherwise agreed upon between FWC and Ajax and amended by the Executive Committee, Exhibit A shall govern the allocation of responsibilities between Ajax, FWC and the Joint Venture for the various expenses delineated therein.

8. MAINTENANCE OF RECORDS

The Joint Venture, FWC and Ajax shall each maintain all records relating to the Project as required by the Contract for that minimum period of time specified in the Contract following final payment on the Contract. Notwithstanding the foregoing, the parties shall maintain records for a minimum of five (5) years and longer if one party informs the other party of a legal obligation to so maintain the records for a longer period.

9. CLAIMS

(A) CLAIMS AGAINST THE OWNER

In the event the Executive Committee elects to cause the Joint Venture to pursue any claims against the Owner or other parties to recover compensation due to, or pursue damages incurred by the Joint Venture, the expense of pursuing such claims shall be an expense of the Joint Venture and shared equally by FWC and Ajax.

Should either FWC or Ajax elect to pursue claims against the Owner or any other party for compensation due or damages sustained relating to or arising out of Self-Performed Work, the Joint Venture shall cooperate in the prosecution of such claims. However, the party pursuing the claim shall furnish its own attorney and be solely responsible for all expenses incurred in prosecuting the claim(s).

10. BONDS

The Joint Venture will furnish 100% Performance and Payment Bonds to the Owner issued jointly and severally by the Joint Venture and the sureties for FWC and

Ajax and shall equally share the expense of such bonds. In the event of any claims upon said bonds, FWC and Ajax shall immediately and fully hold harmless, defend and indemnify the other and its corresponding surety from and against any and all claims, demands, suits, damages, expenses, and costs (including attorney fees), arising out of or relating to that party's Self-Performed Work.

Unless otherwise unanimously agreed to by the Executive Committee, any reimbursement of bond costs shall be distributed in equal shares to FWC and Ajax.

11. INSURANCE

11.1 REQUIRED COVERAGES

Furnishing the required Builders Risk (if required by the Owner), General Liability, Excess Liability Umbrella, and other insurance coverages specified in the Contract, excepting Workers Compensation coverages which shall be the individual expense of the parties, shall be an expense of the Joint Venture and shared equally by FWC and Ajax. Both FWC and Ajax shall be named additional insureds on all such policies, excepting Workers Compensation insurance policies, and all such policies shall contain provisions prohibiting cancellation of coverage without at least thirty (30) days written notice of such cancellation being given by the insurance carrier(s) to all named insureds.

11.2 DEDUCTIBLES

Full payment of deductibles on claims under the General Liability coverages shall be the responsibility of the party (FWC or Ajax) who performed the Self-Performed Work to which the claim related. If the claim does not relate to Self-Performed Work, full payment of deductibles on claims under the General Liability coverages shall be the responsibility of the party (FWC or Ajax) determined to be more than ninety percent (90%) at fault for the occurrence giving rise to the claim. For purposes of this determination the term "party" includes subcontractors, suppliers and others working for or at the direction of the party.

Should the claim not relate to Self-Performed Work and neither party (FWC or Ajax) be more than ninety percent (90%) at fault for the occurrence giving rise to the claim, the deductible payment shall be an expense of the Joint Venture and shared equally by FWC and Ajax.

Full payment of the deductible for claims under the Builder's Risk coverage (if required by the Owner) shall be the responsibility of the party (FWC or Ajax) receiving the greater share of the claim proceeds or payment made by the insurance carrier.

12. ARBITRATION

All disputes and controversies between FWC and Ajax or between either of them and the Joint Venture arising out of or relating to this Joint Venture Agreement or the performance of the work under the Contract shall be resolved by arbitration conducted in accordance with the American Arbitration Association ("AAA") Construction Industry Arbitration Rules. The parties may elect to conduct the arbitration as a private arbitration utilizing arbitrator(s) mutually acceptable to the parties. If the parties are unable to agree upon the appointment of the arbitrator(s) to conduct the arbitration, the parties shall submit the arbitration to the AAA for administration of the arbitration. Written demand for arbitration shall be served by the party demanding arbitration of the dispute upon the other party within such time as is reasonable under the circumstances and, in no event, later than one (1) year following final completion and acceptance of the Project by the Owner. The parties shall agree upon the arbitrator(s) or submit the dispute for administration by the AAA within forty five (45) calendar days of the date of the demand for arbitration. Venue for the arbitration shall be as agreed upon by the parties or as directed by the AAA, as applicable. The party obtaining a net positive award in its favor shall be deemed the "prevailing party" and shall be entitled to recovery of all costs, administrative and arbitrator expenses and reasonable actual attorney fees incurred in the arbitration and the arbitrator(s) are hereby empowered to render an award of such expenses to the "prevailing party." Judgment upon the award of the arbitrator(s) may be entered in any court of competent jurisdiction.

13. DEFAULT

A default of this Agreement shall occur if, at any time, FWC or Ajax:

- (A) Fails, refuses or becomes unable to perform the terms of this Agreement or its work upon the Project in accordance with the requirements of the Contract;

- (B) Becomes unable to discharge its financial obligations with respect to this Agreement or its work under its subcontract with the Joint Venture; is adjudged insolvent; makes an assignment for the benefit of creditors; suffers the appointment of a receiver; commences or, allows to be commenced against it, any petition in bankruptcy or under any other law or statute for the relief of debtors and such condition is not cured, discharged or vacated within thirty (30) days.

Upon written notice of the occurrence of a default, the defaulting party shall have five (5) days from the date of the other party's written notice of default to fully cure and remedy such default; provided further, that no cure period shall be required for a breach which by its nature cannot be cured. If the default is not fully cured within said five (5) day period, then, effective upon the date of the Notice of Default, the other party at its option and in addition to any other rights and remedies it may have; may enforce the following:

- (A) The defaulting party shall be prohibited from any further involvement in the management of the affairs of the Joint Venture.
- (B) The defaulting party shall cease further performance or attempted performance of the work on the Project and shall not remove any equipment, materials or supplies from the Project premises or materials stockpile sites.
- (C) The defaulting party shall be deemed to have fully surrendered and assigned all of its right, title and interest in the Joint Venture, this Agreement, all Joint Venture assets, contracts and accounts, and its subcontract with the Joint Venture, including all earnings thereunder, to the other party and the other party may, without objection or interference by the defaulting party, take possession of all of the defaulting party's equipment, materials and supplies for purposes of continuing and completing the work under the defaulting party's subcontract with the Joint Venture.

- (D) The defaulting party shall be and remain liable to the other party under every provision of this Agreement and for any losses or damages sustained by the Joint Venture or the other party resulting from the default.

14. NOTICES

Any notices required or issued under this Agreement shall be deemed delivered when in writing and delivered personally or sent to the other party via facsimile and first class United States mail postage prepaid to FWC or Ajax at the following addresses:

Fort Wayne Contracting, Inc.

320 E. Seven Mile Rd.

Detroit, MI 48203

Attn: Christopher R. Honore

Ajax Paving Industries, Inc.

1957 Crooks Rd., Ste. A

Troy, MI 48084

Attn: Brandon G. King

15. ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties and supersedes all prior written or verbal agreements or understandings between FWC and Ajax concerning the Project. No alteration, modification or amendment of this Agreement shall be valid or binding unless agreed upon in writing signed by both FWC and Ajax.

This Agreement shall be deemed to have been mutually drafted and in the case of any ambiguity and in the case of any ambiguity shall not be strictly construed against one party as the presumed author.

In the event any provision of this Agreement is found to be unlawful or unenforceable, such provision shall be considered stricken and the remaining provision shall remain in full force and effect.

It is the intent of the parties that the terms and provisions of this Agreement and the performance of this Agreement be in full compliance with the requirements of the City of Detroit Code of Ordinances Chapter 18, Article V, Section 18-5-1 and 18-5-2. In the event that any term or provision of this Agreement or the parties' intended manner of performance of this Agreement is deemed by the City to be inconsistent with or in violation of the above cited requirements, the parties agree that they shall mutually

make such amendments to this Agreement so as to be in full compliance with such requirements.

16. ASSIGNMENT; THIRD PARTY BENEFICIARIES

Except for the "assignment upon default provisions" contained in paragraph 13, neither party may assign, transfer, or voluntarily or involuntarily encumber its interest, rights or obligations under this Agreement without the prior written consent of the other party. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement.

17. GOVERNING LAW

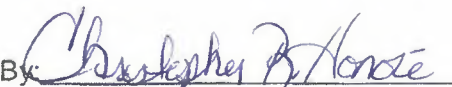
This Agreement and the respective rights and obligations of FWC and Ajax hereunder shall be governed by the laws of the State of Michigan without regard to conflicts of law principles.

18. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Any signature page delivered via facsimile, e-mail or other electronic or digital means shall be binding to the same extent as an original signature page.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FORT WAYNE CONTRACTING, INC.

By: 

Name: Christopher R. Honoré

Its: President

AJAX PAVING INDUSTRIES, INC.

By: 

Name: Brandon G. King

Its: Estimating Manager

1. PROCUREMENT POLICY

Procurement for the City of Detroit shall be carried out in a manner which provides a transparent, open, and fair opportunity for all eligible Suppliers to participate. This bid shall be made without collusion with any other person, firm or corporation making any bid or proposal, or who otherwise makes a bid or proposal.

Suppliers must have a valid contract or Purchase Order with the signature of the Chief Procurement Officer to receive payment for goods or services rendered. Suppliers who perform work without a valid contract or purchase order will not be paid.

2. QUOTATIONS/PROPOSALS

Suppliers MUST electronically submit the bid quotation/proposal. Failure to submit will be grounds for rejection. In your quotation, a distinction between dollars and cents must be made. Illegible bids may be grounds for rejection of your bid.

3. RESPONSIBILITIES

The responsibilities under this (proposed) contract are that the City of Detroit is obligated during the period stipulated to purchase all its NORMAL REQUIREMENTS of the above referenced products and/or services from the Supplier, and the Supplier is obligated to supply the quantities and/or services which the City of Detroit requires for its operations. Requirements stated herein are approximate but are for entire normal requirements, whether more or less. Requirements stated are not guaranteed.

4. COMPLIANCE WITH LAWS AND SECURITY REGULATIONS

The Supplier shall fully comply with and shall require its associates to comply with: (1) federal, state and local laws, ordinances, code(s), regulations and policies applicable to this contract, including, but not limited to, all security regulations in effect from time to time on the City's premises; (2) codes and regulations for materials, belonging to the City or developed in relationship to this project; and (3) with the terms and conditions of the grant, and the requirements of the grantor agencies when grant funds that are specifically related to this Contract are expended.

The Supplier shall indemnify, defend, and hold the City harmless with respect to any damages arising from any violations of applicable laws and regulations by it or its associates. The Supplier shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Supplier shall require, as part of any subcontract that sub-Contractors comply with all applicable laws and regulations. The Supplier shall secure, at no extra cost to the City of Detroit, all Permits and Licenses necessary for the performance of the work and shall fully comply with all their terms and conditions.

5. EQUAL OPPORTUNITY

It is the policy of the City that women-owned businesses (WBE), minority-owned businesses (MBE), and Detroit businesses (DB) have a fair and equal opportunity to participate in the City's purchasing process. Therefore, the City of Detroit strongly encourages D/M/WBEs to compete for contracts, as well as encourage suppliers to hire D/M/WBEs as subcontractors to supply goods and/or services.

The City of Detroit supports a robust free market system that seeks to include viable business and provides opportunity for business growth and development.

6. INSURANCE

The Supplier shall maintain, at a minimum and at its expense during the term of this contract, the following insurance:

- i. Worker's Compensation insurance with Michigan statutory limits and Employer's Liability insurance with limits of \$500,000.00 each accident, \$500,000.00 each disease, \$500,000.00 each employee. For Federal and State Funded Training Programs, the Supplier is required to secure worker's compensation insurance for all of its participants.
- ii. Commercial General Liability insurance with limits of \$1,000,000.00 per occurrence, subject to a minimum aggregate limit of \$2,000,000.00.
- iii. Automobile Liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance with a minimum combined single limit of \$1,000,000.00. Include MCS90 endorsement (if hazardous waste will be transported by vendor's auto) with minimum property damage limits of \$1,000,000.00 each occurrence.

If during the term of this contract, changed conditions or other pertinent factors, should in the reasonable judgment of the City, render inadequate the insurance limits, the Supplier will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Supplier's expense, under valid and enforceable policies issued by insurers licensed to conduct business in Michigan.

All policies shall name the Supplier as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days' prior notice to the City. The Commercial General Liability insurance policy shall name the "City of Detroit" as an additional insured. Certificates of insurance evidencing such coverage shall be submitted to the Office of Contracting and Procurement prior to the commencement of performance under this contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

7. SUBMISSION OF ANY REQUIRED BONDS OR INSURANCE

Receipt of bonds and/or insurance is part of the process of determining which Supplier may be recommended for award to the City Council. If cause is found to change the recommendation that a Supplier be awarded the contract, or if the City Council does not approve the recommendation, the City shall not be liable for any costs incurred by you in the bid process, including the cost of acquiring bonds and/or insurance.

8. INVOICING

All invoices submitted against the contract must include part or item numbers and part or item description, list price, and applicable discount. Items not properly invoiced will not be paid. It is the Supplier's responsibility to ensure submission of invoice(s) to Oracle Cloud. Invoices must meet the following conditions for payment:

- 7.01 Price on invoice must correspond to the pricing listed on purchase order and/or contract.
- 7.02 Supplier must submit price lists in accordance with bid requirements.
- 7.03 Original invoice must be submitted through Oracle Cloud.

All suppliers **must** register in the ORACLE and be set up for ACH (wireless payment) in order to receive payment.

All invoices must be submitted electronically through the iSupplier Portal with the Purchase Order number referenced in order to receive payment.

Failure to register in iSupplier and submit invoices in iSupplier may result in loss of contract or suspension.

Supplier registration and invoice submission instructions can be found on the City of Detroit's website at <http://www.detroitmi.gov/Supplier>. Questions should be directed to procurementinthecloud@detroitmi.gov.

9. PROTECTION OF WORK, PERSONS, AND PROPERTY

During performance and up to the date of final acceptance, the Supplier shall be under absolute obligation to protect the finished and unfinished work against any damage, loss or injury. The Supplier shall take all reasonable precautions to protect the persons and property of the City from damage, loss or injury during performance under this contract.

10. CLEARANCES

The successful Supplier will be required to obtain approved clearances via City of Detroit Office of the Chief Financial Officer Treasury Division for Clearances and affidavits electronically in the ORACLE system. Human Rights Department clearances must be obtained prior to City Council approval of the contract. Clearance forms for these agencies can be found in the City of Detroit Office of the Chief Financial Officer Treasury Division for Clearances system. It is the Supplier's responsibility to obtain and maintain clearances. Approved clearances are not required to submit the bid, but will be required of the successful Supplier prior to City Council approval.

11. NON-DISCRIMINATION CLAUSE

In accordance with all Federal and State Legislation and Regulations governing Fair Employment, including, but not limited to, Title VII of the Civil Rights Act of 1964 the Michigan Civil Rights Act and the Michigan Handicappers Civil Rights Act, the Supplier agrees that it will not discriminate against employees or applicants for employment with respect to hire, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the ability of the individual to perform the duties of a particular assignment or position. The Supplier recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against the Supplier or its sub-Contractors, or both, in order to provide for efficient cooperation and coordination in the handling of Contract compliance programs as provided in the Elliott-Larsen Civil Rights Act, as amended, and the Michigan Handicappers Civil Rights Act, as amended. The Detroit Human Rights Department, The Detroit Human Rights Commission, the Michigan Department of Civil Rights and the Michigan Civil Rights Commission by mutual agreement, have authorized the Detroit Human Rights Department in a contract compliance program to monitor all Suppliers doing business with the City and to review the employment practices of Suppliers seeking to do business with the City prior to entering into a contract so that the mandates of Section 209 of the Michigan Civil Rights Act are carried out. The Supplier agrees to include this paragraph number 3 in any subcontract. Breach of this covenant may be regarded as a material breach of the contract.

12. UNIT PRICES, NOTATIONS, AND WORKMANSHIP

Prices and notations must be typed or in ink. Prices shall be for new items only unless specified otherwise in this Bid Response Document. No erasures or "white-outs" are permitted. Mistakes may be crossed out and corrections entered and initialed in ink by the persons signing the bid document. Unit prices shall be stated based on units specified. The Supplier may quote on all or a portion of a quantity as specified. Quote on each item separately and indicate brand name or make. All materials furnished must be new, of latest model and standard first-grade quality, of best workmanship and design, unless expressly specified.

13. PRICES QUOTED

Prices quoted must be net of discounts. Discounts will be considered in the determination of best value Supplier, provided discounts correspond for the duration of the contract. Where net is equal to bid with discount deducted, award will be made to the net bid. The Supplier shall extend and total the bids.

14. SALES TAX EXEMPTION

The City is exempt from sales tax on those articles which the City buys for its own use. Articles bought by the Supplier and incorporated into other products are taxable to the Supplier. Such tax should be included in the price and will not be paid as an extra by the City. Sales tax is excluded from incorporated products when the final product is sold to non-profit housing projects.

15. SPECIFICATIONS, CHANGE OF SPECIFICATION, AND ERRORS OR OMISSION

Specifications which refer to brand names are given for reference. Suppliers may quote on equivalent articles, provided that brand name and catalog number(s) and any deviations are noted on the bid form and complete descriptive literature is furnished. Exceptions will state "Do Not Substitute." The decision of the City shall be final. If any of the terms and conditions prevent you from bidding, or if you wish to request revisions of specifications, or a change in quantity which will result in lower unit cost to the City, or get an interpretation, your request will receive consideration if presented to the City as much in advance of bid submission deadline as possible. If any change is found desirable while the bid is current, the City will notify the Suppliers of the bid revision electronically and if required extend bid submission date. Suppliers are not permitted to take advantage of any errors or omissions in specifications since full instructions will be given should they be discovered before bid submission date.

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation. Other products and/or services may be offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations will be grounds for rejection of your bid.

The decision of the City of Detroit, acting through the Chief Procurement Officer, shall be final as to what constitutes acceptable deviations from specifications.

16. RECEIPT OF BIDS

The bidding documents, which must be used in submitting a proposal, are available via invitation or request for invitation on Negotiation Abstracts prior to the date and time specified on the face of the bid package unless otherwise authorized. Late bids cannot be accepted except in extenuating circumstance such as ORACLE e-procurement (Negotiation Abstracts) system failure. The responsibility of getting bids to the Office of Contracting and Procurement on time rests entirely with the Supplier.

17. WITHDRAWAL

No bid shall be withdrawn for (90) ninety days from submission deadline unless otherwise stated in this bid form. Suppliers may reduce this period if stated on bid, but such bids may be rejected on the basis of the reduced time period.

18. AWARD CONDITIONS

The City reserves the unqualified right to award by item(s) unless otherwise stipulated, to waive any irregularity in any bid or to reject any and all bids when, in the judgment of the City, the best interest of the City will be served.

The award of a Contract will not be made to any Supplier who is in arrears in City taxes. Article V, Chapter 18 of the Detroit City Code, forbids the award of any contract to person(s) who are in arrears of City real estate, personal property and/or income taxes. To ensure compliance with the above ordinance, Suppliers may check the City of Detroit website, www.detroitmi.gov. All awards will be

made in accordance with the provisions of Article V, Chapter 18 of the Detroit City Code which provides for purchasing and disposition of property consistent with the City Charter.

19. CONTRACT ACCEPTANCE

The successful Supplier shall be notified of the award of a contract by the City of Detroit upon issuance of a "Contract Award Notice" or a Purchase Order from the Office of Contracting and Procurement. The "Contract Award Notice" shall contain the date the contract award was approved.

20. START OF WORK

No Contract shall become effective until the Contract has been approved by the required City Departments, signed by the City of Detroit Chief Procurement Officer, and approved by resolution of the Detroit City Council. Prior to the completion of this approval process, the Supplier will have no authority to begin work on this Contract. The Chief Procurement Officer shall not authorize any payments to the Supplier prior to such approvals, nor shall the City incur any liability to reimburse the Supplier regarding any expenditure for the purchase of materials or the payment of services.

21. INSPECTION

All articles are subject to inspection and testing. In case any articles are defective in material and/or workmanship, or otherwise fail to meet requirements of this bid, the City shall have the right to reject or retain and correct such articles. The Supplier shall pay the City for expenses incurred in correcting defects. Rejected articles will be returned to Suppliers at their expense for handling, packing and transportation.

22. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior, written approval of the City and any grantor agency, if required.

23. ASSIGNMENT

A Supplier shall not assign any purchase order or Contract or any monies due therefrom without prior approval of the City. Contact the Contracting and Procurement Specialist for proper procedure.

24. DEFAULT

Default is defined as the failure of the Supplier to fulfill the obligations of their Contract. An event of default shall be construed as a material breach of this Contract.

25. DAMAGES FOR BREACH OF CONTRACT

The Supplier shall be liable to the City for any damages it sustains by virtue of the Supplier's breach, or any reasonable costs the City might incur enforcing or attempting to enforce this Contract, including, but not limited to, reasonable attorney's fees. The City may withhold any payment(s) to the Supplier for the purpose of set-off until such time as the exact amount of damages due to the City from the Supplier is determined. It is expressly understood that the Supplier will remain liable for any damages the City sustains in excess of set-off. If the Contract is terminated for breach of Contract, the City may take over the services, and pursue the same to completion by Contract with another party or otherwise, and the Supplier shall be liable to the City for any and all costs occasioned to the City thereby. The City may assess upon the Supplier, for failure to meet any provision or condition of the Contract, liquidated damages up to the amount of 15% of the total contract price, or the amount of the cost incurred for the breach. Other remedies shall also be available to the City. The previous provisions outlined herein shall be in addition to any and all other legal or equitable remedies permissible.

26. TERMINATION OF CONTRACT FOR CONVENIENCE

The City reserves the absolute right to terminate this contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Supplier.

27. TERMINATION OF CONTRACT FOR CAUSE

The Supplier agrees that the City shall have the right to terminate the City's Contract with the Supplier for cause, as determined by the Chief Procurement Officer, without any liability whatsoever, upon the giving of ten (10) days' notice. Cause is an event of default due to the Supplier's failure to fulfill its obligations under the Contract.

At any time during the term of the contract the City may terminate the agreement for reason of poor or deficient work performance, inability of the Supplier to cure poor or deficient work performance, inability of the Supplier to supply trained competent technicians, or lack of service as described in this agreement by giving a 10-calendar day notice in writing. EITHER party may terminate the agreement by giving a 90-calendar day written notice to terminate.

28. AUDIT, INSPECTION OF RECORDS AND COST VERIFICATION

The City reserves the right to audit the Supplier's payroll records to verify labor charges for work performed under this Contract upon 72 hours' notice. The Supplier shall permit the authorized representative of the City to inspect and audit all data and records of the Supplier relating to its performance under this Contract during the term of the Contract and for three (3) years after final payment. All records relating to this Contract shall be retained by the Supplier during the term of the Contract and for three (3) years after final payment for the purpose of such audit and inspection.

29. INDEMNITY

The Supplier agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims costs, charges, losses and expenses (including without limitation, fees and expenses for attorneys, expert witnesses and other consultants), which may be imposed upon, incurred by or asserted against the City by reason of any negligent or tortious acts, errors, or omissions attributable to the Supplier, or any failure by the Supplier to perform its contractual obligations during the term of this Contract. This provision shall apply to all matters whether litigated or not, and shall include disputes between the Supplier, the City of Detroit, and any negligent or tortious acts, errors, or omissions attributable to the Supplier, its sub-Contractors or Agents.

30. CONFLICT OF INTEREST

The Supplier covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the services under this Contract. The Supplier further covenants that in the performance of this Contract no person having any such interest shall be employed. The Supplier further covenants that no officer, agent, or employee of the City and no other public official who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract has any personal or financial interest, direct or indirect, in this Contract or in the proceeds thereof via corporate entity, partnership, or otherwise. The Supplier also hereby warrants that it will not and has not employed any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage, contingent fee, other than bona fide employees working solely for the Supplier either directly or indirectly, and that if this Warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Supplier hereunder, any amounts of any such commission, percentage, brokerage, or contingent fee.

In accordance with Section 4-122 of the Detroit City Charter, the contractor shall provide a statement listing all political contributions and expenditures ("Statement of Political Contributions and Expenditures"), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns, to elective City officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses. The Contract is not valid unless and until the Statement of Political Contributions and Expenditures is provided. The Statement of Political Contributions and Expenditures shall be filed by the contractor on an annual basis for the duration of the Contract, shall be current up to and including the date of its filing, and shall also be filed with all contract renewals and change orders, if any.

31. CHANGE IN SUPPLIER INFORMATION

Supplier shall notify the Office of Contracting and Procurement upon any change of address, telephone number, facsimile number and electronic mail address, where applicable, within five (5) business days of such change. The notice shall be submitted in writing to procurementinthecloud@detroitmi.gov identified on the Purchase Order and shall include all of Supplier's changed information and the effective date of such change.

32. TAXPAYER IDENTIFICATION NUMBER

Supplier shall notify the Chief Procurement Officer and the Income Tax Administrator of the City upon the change of Supplier's taxpayer identification number. Such notification shall be in writing; shall include at a minimum, the Supplier's taxpayer identification number in use by the City, Supplier's new taxpayer identification number and all contract and purchase order numbers under which the Supplier is currently providing goods and services to the City; and, shall be electronically submitted to the City within five (5) business days of Supplier's receipt of confirmation of the registration of the new taxpayer identification number by the Internal Revenue Service. Failure of the Supplier to supply the information required, may be deemed an event of default at the sole discretion of the City.

33. SETOFF

In addition to Supplier's obligation to not become in arrears to the City for any obligation owed to the City, City shall have the right to recover from payment owed to Supplier by City, delinquent withholding, corporate and property tax liabilities owed to the City by Supplier. The City's right of recovery shall be a setoff against those payments owing to Supplier by virtue of this, or any current City Contract. The City will provide written notice to Supplier of any intention to invoke its right to setoff payments due to Supplier under this Contract against delinquent withholding, corporate and property tax liabilities owed. Such written notice shall be delivered to Supplier at the address provided in the Contract/Purchase Order.

34. SUPPLIER COMMITMENT

By submitting this bid or proposal, the Supplier commits and legally binds itself to provide to the City of Detroit the goods/services in this bid at the time, place, manner and pricing set forth in the bid as accepted by the City.

35. OFFICE OF THE INSPECTOR GENERAL

In accordance with Section 2-106.6 of the City Charter, any Contract resulting from this bid shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to any Contract resulting from this bid has an interest in the Contract and fails to disclose such interest.

This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to any Contract resulting from this bid. A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.

Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.

Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.

In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.

Certified Payroll

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Certified Payrolls

Weekly certified payrolls covering the contractor's and subcontractor's workforce shall be submitted to the engineer on all contracts. Certified payrolls are required for all covered laborer and mechanic work regardless of the contracting method used such as subcontract, purchase order, invoice, or other contractual arrangement. Certified payroll information may be submitted in any format provided that all information requested on form **WH-347** is included, and the compliance statement has original signatures. This is a USDOL form and a link is available on the MDOT Web site at <http://mdotwasl.mdot.state.mi.us/public/webforms/index.cfm>.

Submittal Requirements

The first certified payroll is to be received by the engineer within three weeks from the start of the work for the prime contractor and/or subcontractor(s). The three week period is to allow for processing and review of the certified payrolls by the prime contractor. The first pay estimate can be made prior to the submission of the first certified payrolls. The three week grace period allows the first estimate to be paid in good faith assuming the contractor and subcontractor(s) will submit certified payrolls in a timely manner. Subsequent certified payrolls shall be submitted on a weekly basis thereafter. In certain circumstances, the time frame for submittal of the first payroll is two weeks for shorter duration projects as discussed at the end of the section titled "Notice of Delinquent Certified Payrolls". Certified payroll submissions not meeting the above time requirements will be considered delinquent.

Notice of Delinquent Certified Payroll

When weekly certified payrolls are delinquent as defined above, the engineer is to provide the prime contractor a first written notice of delinquent certified payrolls by certified mail or other method which establishes the date the first notice was received by the prime contractor, with a copy by regular mail to the offending subcontractor. The notice informs the contractor that payment for work is suspended as of the date the certified payrolls became delinquent for the work items of the offending contractor(s). When the pay estimate is generated, the statement "Items withheld-Delinquent payrolls" should be entered in the comments area. In addition, the notice is to state that if certified payrolls remain delinquent after 30 calendar days from receipt of the first notice, noncompliance damages will be assessed retroactive to the date the contractor received the first notice. The damages will be assessed on a calendar day basis until complete and accurate certified payrolls are submitted and are current.

If the certified payrolls continue to be delinquent after 30 calendar days from receipt of the first notice by the prime contractor, the engineer is to implement the actions from the first notice. Concurrently, the engineer is to send the prime contractor a second written notice of delinquent certified payrolls by certified mail or other method which establishes the date the second notice was received by the prime contractor, with a copy by regular mail to the offending subcontractor. The City Engineer should also receive a copy by regular mail. The notice is to state if the certified payrolls remain delinquent for 30 days from the receipt of the second notice, the engineer will rescind all previous payments for work completed by the offending contractor(s). In addition, the engineer will complete interim Contractor Performance Evaluations for the offending contractor. If certified payrolls have not been received from the contractor after 30 calendar days from receipt of the second notification, the engineer is to implement the actions from the second notice. In all circumstances, the withholding of payments, assessment of noncompliance damages, and rescinded payments are to continue until all delinquent certified payrolls are current, complete and correct.

Certified Payroll

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The notification sequence previously described would be as follows:

Initiate Notice	Notice Sequence	Contractor Notice of Action	Allotted Time For Response/ Resolution	If No Response/ Resolution
First payroll has not been received within 3 weeks	First Notice (See Note 1)	Payment is being withheld for offending contractor's work items. Non-payment will continue until complete and accurate payrolls are received. Intent to assess non-compliance damages until all payrolls are complete, accurate and current (See Notes 2 and 3)	30 days from receipt of first notice by the the first prime contractor	Implement actions from the first notice. Send second notice
Payroll remains delinquent 30 days after first notice received by prime contractor	Second Notice (See Note 1)	Intent to rescind all prior payment for the offending contractor's work items. Intent to submit interim Contractor Performance Evaluation(s) for the offending contractor(s). (See Note 2)	30 days from receipt of second notice by the prime contractor	Implement actions from the second notice

Note 1: Notice is to be signed by the engineer and delivered by certified mail or other method which establishes the date received by the prime contractor. The City Engineer is to be copied on the first notice to the prime contractor. The City Engineer and the Director of DPW are to be copied on the second notice to the prime contractor.

Note 2: Prior to generating an estimate on which payment is being withheld or deducted, the following statement will be entered in the comment box: "Items withheld - Delinquent payroll".

Note 3: See Table 1 Schedule of Non-Compliance Damages

Table 1 Schedule of Non-Compliance Damages

Contract/Subcontract/P.O./Invoice Amount	Non-compliance damages per calendar day
\$0 to 49,999	\$200
50,000 to 99,999	\$400
100,000 to 499,999	\$600
500,000 to 999,999	\$900
1,000,000 to 1,999,999	\$1,300
2,000,000 to 4,999,999	\$1,550
5,000,000 to 9,999,999	\$2,650
10,000,000 and above	\$3,000
Trucker	\$200

"Contract" amount if offending contractor is the prime contractor. "Subcontract/P.O./Invoice" amount if offending contractor is a subcontractor/vendor.

Certified Payroll

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Certified Payroll Status Record

The engineer is to maintain a current (updated weekly) log documenting the submittal status of certified payroll for each contract. The Certified Payroll Status Record (MDOT form 1954) is available for this purpose. The record is to show whether the contractor and/or subcontractor worked during the weekly period, and the date the certified payrolls were received from the prime contractor. In addition, the status record should document the date any notifications are sent to the prime contractor (via certified mail) of delinquencies and/or deficiencies with certified payrolls, and the dates when the revised/corrected certified payrolls were received. All certified payrolls are to be date stamped upon receipt from the prime contractor. The envelope in which the certified payrolls arrive should be attached to the payroll and saved as part of the project file records.

The certified payroll is to include the following information:

- The firm's name and address with the prime or subcontractor(s) identified.
- Payroll number, week ending, project location and contract ID (contract identification).
- The employee's full name and only the last four digits of their social security number. If a contractor or subcontractor submits certified payrolls with complete social security numbers, the engineer is not to take possession of the certified payrolls and will return them to the prime contractor. This is the only instance where certified payrolls are to be returned to the prime contractor. Failure by the contractor or subcontractor to submit certified payrolls with only the last four digits of the social security number shall not change the time frames for the consideration of delinquent and deficient certified payrolls and resulting actions by the engineer.
- Information identifying minority and female employees. The following ethnic code notation is to be used: Black (B), Hispanic (H), Native American Indian or Alaskan Eskimo (N/A), and Asian or Pacific Islander (A). For female use (F).
- The employee's classification and group number. (DBRA Laborer example: LABO0465-001, Group 1)
- Identification of trainees and apprentices, and program levels.
- The employees daily and weekly hours worked in each classification, including actual overtime worked.
- The total weekly hours worked on all jobs (prevailing and non-prevailing wage)
- The basic hourly rate, overtime rate (if applicable) and the method by which fringe benefits are paid (By checking Box(4)(a) approved programs, Box (4)(b) paid in cash, or a combination of the above methods with an explanation in Box (4)(c). If fringe benefits are paid to an approved plan, a detailed breakdown of the type of benefits and hourly dollar values must accompany the first certified payroll. In addition, plan administrator contact information shall be included. If there is a change to the fringe benefits payment after submittal of the first certified payroll, the fringe benefit information must be resubmitted. This information is to be used to verify the benefits being paid are "bona fide" and that the total compensation is in compliance with the required prevailing wage in the contract.
- The itemized deductions - miscellaneous itemized deductions must be explained on the certified payroll. (Space provided after paragraph (1) on the compliance statement)
- The gross job wages paid.
- The gross weekly wages paid for all jobs.
- The net weekly wages paid for all jobs.
- The compliance statement with original signature.

Certified Payroll

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Certified Payroll Review

The engineer is to closely review the certified payrolls from the prime contractor and subcontractor(s) that work on the project. Once it is established that a contractor/subcontractor is submitting complete and accurate certified payrolls, subsequent payrolls need to be spot checked during the remainder of the project for that contractor/subcontractor. The review should verify that the information described above is included on the certified payroll. Form 1952, Certified Payroll Review Checklist, is available on MDOT's forms Web site to assist in checking the payrolls for completeness. In addition, the total combination of base wage and fringe benefit reported on the certified payroll should be at least the prevailing wage contained in the wage rate decision in the contract or applicable addendum.

The review should compare information contained in the certified payrolls with information on the Inspectors Daily Reports (IDRs), including number of workers, hours worked, type of work and equipment on the job. It is important that the information is accurately recorded on the IDR each day so the proper review can be completed on the certified payrolls. The review should verify that the appropriate work classifications are reported to support the type of work being done on the job. For example, when concrete curb and gutter is being placed on a job covered by DBRA, there are finishers (cement masons, PLAS0016-016); laborers (form/line setters, LABO0-65-001, Group 6); laborers (unskilled laborers, LABO0465-001, Group 1); and operators (if using a" slipform curb machine, ENGI0324-006, Group 1); Compliance with prevailing wage requirements can only be determined once this comparison is made and any inconsistencies are brought to the attention of the contractor.

The rules for payment of overtime should be considered during the certified payroll review. Overtime rates are a combination of the base rate plus a premium amount. However, there are significant differences between overtime requirements when federal prevailing wages apply and when state prevailing wages apply.

Contracts with State Prevailing Wage:

- The time and one-half rate is stated in the prevailing wage schedule.
- The prevailing wage schedule for each contract will need to be referenced to determine the specific overtime payment requirements." In general, overtime is applied as follows:

For hours worked in excess of eight hours in a day.

For most classifications, the contractor may choose to work four tens (4 – 10 hour days) where overtime would be required after the tenth hour in a day and any time worked over forty hours in a week.

Some classifications require double time in certain situations.

The classification of iron worker has its own overtime requirements.

Deficient Certified Payroll

During the review, if the weekly certified payrolls are found to be incomplete, inaccurate, or inconsistent with the other project records, they are considered deficient. The engineer is to notify the prime contractor of the deficiencies in writing by certified mail or other method which establishes the date the notice is received by the contractor with a copy by regular mail to any subcontractor(s) that may be involved and the City Engineer.

The notice is to inform the contractor(s) that if the deficiencies are not corrected and revised certified payrolls are not received by the engineer in 30 calendar days from receipt of the notice by the prime contractor, payment for the offending contractor's work items will be withheld until corrected and revised payrolls are received by the engineer. In addition, the notice will state the intent to assess non-compliance damages retroactive to the date the prime received the first notice until all issues are resolved. The offending contractor is to submit revised certified payrolls correcting all deficiencies and/or errors through the prime contractor.

Certified Payroll

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If the issues are not resolved within 30 calendar days from the receipt of the first notice, the engineer will implement the action from the first notice. Concurrently, the engineer is to send a second notice to the prime contractor by certified mail or other method which establishes the date the notice was received by the contractor, with a copy by regular mail to any subcontractor(s) that may be involved. The second notice is to state that if corrected and revised certified payrolls are not received within 30 calendar days of the receipt of the second notice by the prime contractor; the engineer will rescind all payments for the offending contractor's work items previously paid. In addition, the notice is to inform the contractor the engineer will complete interim Contractor Performance Evaluations for the offending contractor. The City Engineer and the Director of Public Works are also to receive a copy of the second notice.

If the deficient certified payrolls are not corrected and revised certified payrolls received by the engineer within 30 calendar days of the second notice, the engineer is to implement the actions in the second notice and prepare the appropriate Contractor Performance Evaluations to report the continued non-compliance with prevailing wage requirements.

Assessment of non-compliance damages, withholding of payments, and rescinded payments will continue until all corrected and revised certified payrolls are received by the engineer.

The original certified payrolls submitted by the contractor/subcontractor(s) are to remain in the project files. Do **not** return certified payrolls to the contractor/subcontractor(s), except in the following circumstance. In the event the prime contractor submits certified payrolls containing full social security numbers, the engineer shall not take possession of the payrolls and shall return them to the prime contractor. This is the only instance where certified payrolls are to be returned to the prime contractor. This action is to protect the security of the employee social security numbers. Certified payrolls should **never** be altered, revised, corrected, amended or changed by project personnel (except for the date stamp).

The notification sequence previously described would be as follows:

Initiate Notice	Notice Sequence	Contractor Notice of Action	Allotted Time For Response/Resolution	If No Response/Resolution
Payroll deficiencies	First Notice (See Note 1)	Intent to withhold for offending contractor's work items. Intent to assess non-compliance damages from the date the first notice was received by the prime contractor (See Note 3)	30 days from receipt of first notice by the prime contractor	Implement actions from the first notice. Send second notice
Payroll Issue not resolved 30 days after first notice	Second Notice (See Note 2)	Intent to rescind payment for all work items of offending contractor(s). Intent to submit interim Contractor Performance Evaluations	30 days from receipt of second notice by the prime contractor	Implement actions from the second notice

Note 1: Written notice is to be signed by the engineer and delivered by certified mail or other method which establishes the date the notice was received by the prime contractor. The offending subcontractor(s) and the City Engineer are to be copied by regular mail.

Note 2: Written notice is to be signed by the engineer and delivered by certified mail or other method which establishes the date the notice was received by the prime contractor. In addition, the offending subcontractor(s), the City Engineer, and the Director of the Department of Public Works are to be copied by regular mail.

Note 3: See Table 1 Schedule of Non-Compliance Damages

SECTION II

S P E C I F I C A T I O N S

The Improvements covered by these plans are based on the Michigan Department of Transportation Local Agency Program guidelines for Geometrics (3R) dated March 4, 2014. Except where otherwise indicated on these plans or in the Proposal and Supplemental Specifications contained therein, all materials and workmanship shall be in accordance with the Michigan Department of Transportation Standard Specifications for Construction, 2012 version and the Michigan Manual of Uniform Traffic Control Devices, 2009 edition.