

CPA: 6001906

**CONTRACT FOR PW-7003
LIVERNOIS STREETSCAPE IN THE CITY OF DETROIT**

**ANGELO IAFRATE CONSTRUCTION COMPANY
26300 SHERWOOD
WARREN, MI 48091
\$15,682,921.42**

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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 project consists of concrete paving and streetscape work on approximately 1.25 miles of Livernois Ave from Eight Mile Rd to Margareta Ave, including removal of existing medians, full depth reconstruction from Eight Mile Rd to Seven Mile Rd, replacement and widening of sidewalk, raised asphalt bike lanes, landscaping, green stormwater infrastructure, utility relocations, and traffic signal replacements.

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.

SPECIAL NOTICE TO BIDDERS**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 supplemental specifications and special provisions prepared by the design consultant.

Construction drawings prepared by the design consultant.

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
Slavery Era Records & Insurance Disclosure Ordinance and Affidavit
Hiring Compliance Policy & Affidavit
Proposal Signature Pages
Agreement Signature Page
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 CLEARANCE

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.

SPECIAL NOTICE TO BIDDERS**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.

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.

SPECIAL NOTICE TO BIDDERS**12. INDEMNITY AND DAMAGES (Continued)**

- 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.

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 holdback. 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
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 611
Detroit, Michigan 48226**

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 Employer's Liability Insurance	Statutory limit \$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 to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance)	\$1,000,000 minimum combined single limit
D. Umbrella Excess Liability Insurance	\$4,000,000 minimum combined single limit per occurrence/aggregate

SPECIAL NOTICE TO BIDDERS**19. INSURANCE** (Continued)

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.

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. 6001906 dated _____ entered into by the insured and the City of Detroit".

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. As 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 Section, Coleman A. Young Municipal Center, 2 Woodward Avenue, Suite 805, Detroit, MI 48226** 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 Property Damage Insurance shall provide coverage for the so called AX"-explosion, AC" - collapse, and AU" - underground damage hazards or exposures.

SPECIAL NOTICE TO BIDDERS**19. INSURANCE** (Continued)

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 such policies.

20A. TIME OF STARTING AND COMPLETING WORK

The 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 shall schedule the various operations so that each contract may be fully completed within the time allowed. Completion of the application of the resurfacing materials themselves will not be considered in compliance with the Contract provisions requiring full completion within the time stipulated.

- A. Single Contract: A bidder who has been awarded only a single pavement resurfacing contract, shall begin his operations at the site of the work on the date ordered in the written notice of the Engineer, and shall fully complete the entire work thereunder within **90 calendar days** after the issuance of the start work notice in accordance with the provisions of Article 3 of the Agreement. **The contract will terminate on December 31, 2021.**
- B. Multiple Contracts: A bidder who currently has two or more awarded pavement resurfacing contracts on which work has not been started, may be permitted to start work on such contracts on dates selected by him provided that such dates are first submitted to and approved in writing by the Engineer. The City, however, through the Engineer, may order the starting of any particular Contract or Contracts on specific dates when, in the judgment of the Engineer, so doing is in the best interest of the City.

The contractor's request for approval of a selected date for start of work on a specific contract shall be on forms provided by the City and shall be submitted to the Engineer at least three working days, exclusive of Saturday and Sunday, prior to the selected date.

When a selected date has been approved by the Engineer, the contractor will be expected to start work on such date and the time allowed for date, unless a revised request is submitted to and approved by the Engineer. A revised request will, ordinarily, be favorably considered and approved only when the contractor's other Detroit pavement resurfacing work makes the previously selected and approved date impractical or impossible.

The time of starting and completing work on multiple pavement resurfacing contracts shall be predicated on:

- 1. Construction operations being carried on at a rate of progress to ensure completion within the stipulated time allowed for completion.

SPECIAL NOTICE TO BIDDERS**20A. TIME OF STARTING AND COMPLETING WORK** (Continued)

2. Construction operations being carried on without unnecessary delays and no phase of the work on other contracts to be started to the prejudice of the same phase on a contract previously started.
3. There being no unnecessary delay between the completion of one contract and the starting of the next.
4. The work on all contracts being fully completed by not later than **November 1st** of the current calendar year. Carry over work, if permitted, to the following calendar year construction season shall be at no charge in contract proposal unit prices.

C. Single Contract - Containing Multiple Streets

A bidder who has been awarded a single contract containing multiple streets, may be permitted to start work on such streets on dates selected by him, provided that such dates are first submitted to and approved in writing by the Engineer.

A bidder who has been awarded a single contract containing multiple streets, may be permitted to start work on such streets on dates selected by him, provided that such dates are first submitted to and approved in writing by the Engineer.

The City, however, through the Engineer, may order the starting of work on any particular street or streets on specific dates when, in the judgment of the Engineer, so doing is in the best interest of the City.

The contractor's request for approval of a selected date for start of work on a specific street shall be on forms provided by the City and shall be submitted to the Engineer at least three working days, exclusive of Saturday and Sunday, prior to the selected date.

When a selected date has been approved by the Engineer, the contractor will be expected to start work on such date and the time allowed for fully completing the work on each specific street will be computed from and include such date, unless a revised request is submitted to and approved by the Engineer. A revised request will, ordinarily, be favorably considered and approved only when the contractor's other Detroit pavement resurfacing work makes the previously selected and approved date impractical or impossible.

The time of starting and completing work on multiple street resurfacing contracts shall be predicated on:

1. Construction operations being carried on at a rate of progress to ensure completion within the stipulated time allowed for completion.
2. Construction operations being carried on without unnecessary delays and no phase of the work on other streets to be started to the prejudice of the same phase on a street previously started.
3. There being no unnecessary delay between the completion of one street and the starting of the next.
4. The work on all contracts being fully completed by not later than **November 1st** of the current calendar year. Carry over work, if permitted, to the following calendar year construction season shall be at no charge in contract proposal unit prices.

SPECIAL NOTICE TO BIDDERS**20A. TIME OF STARTING AND COMPLETING WORK** (Continued)

It is contemplated that all work will be completed during the **2019** 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 2019** shall be such that:

1. No concrete paving slabs are poured after November 1; and
2. No excavation of any paving area shall be started for which the pouring of the concrete slab cannot be completed on or before November 1.

C. Single Contract - Containing Multiple Streets (Continued)

When no further work can be done in the **Fall of 2019**, 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 2020**.

Work shall be resumed in the **Spring of 2020** 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.

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. 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, the City must properly notify residents of the adjacent property, 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.

SPECIAL NOTICE TO BIDDERS**22. LIQUIDATED DAMAGES**

The amount liquidating the damages referred to in Article 4 of the Agreement shall be assessed in accordance with Section 108.10.C entitled "Assessment of Liquidated Damages" of the 2012 MDOT Standard Specifications for Construction.

23. CONTRACT PAYMENTS

The City will make progress and final payments in accordance with the provisions of Articles 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

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

SPECIAL NOTICE TO BIDDERS**26. CHANGES TO STANDARD CONTRACT DOCUMENTS** (Continued)General Conditions No. 3 (continued)

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, and substitute therefore 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."

3. "No portion of the work may be sublet without the prior written approval of the City. In no case, however, will the Contractor be permitted to sublet any concrete street or alley paving. Concrete paving for the purpose of this condition shall be defined as follows: street and alley pavements with or without curbs, separate type curbs, integral curb and sidewalk, driveways, sidewalks, sidewalk ramps, parking lot pavements and minor pavement work if approved by the Engineer."

"Subcontracting of pavement items, other than streets and alleys, 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 Subcontractor approval request forms, insurance certificates, and such other affidavits as may be required by the contract 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."

"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 take the concrete cores, as specified in Article 2.IV.1 of the Detailed Specifications, is considered as a Subcontractor. Consequently, the selected laboratory shall be submitted for approval in the manner prescribed in Article 28, "Subcontractors", 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."

Article 36 - "FAIR EMPLOYMENT PRACTICES"

Delete this Article in its entirety and substitute the following:

SPECIAL NOTICE TO BIDDERS**26. CHANGES TO STANDARD CONTRACT DOCUMENTS** (Continued)**Article 36 - "FAIR EMPLOYMENT PRACTICES"** (Continued)

A. 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 individual's 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.

B. 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.

C. 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:

1. Cancellation, termination or suspension of this Contract in whole or in part;
2. 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
3. Law may provide such other remedies.

SPECIAL NOTICE TO BIDDERS**26. CHANGES TO STANDARD CONTRACT DOCUMENTS** (Continued)Article 36 - FAIR EMPLOYMENT PRACTICES (Continued)

- D. 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.
- E. 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:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or 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.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by Secretary of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

SPECIAL NOTICE TO BIDDERS**26. CHANGES TO STANDARD CONTRACT DOCUMENTS (Continued)****Article 36 - FAIR EMPLOYMENT PRACTICES (Continued)****General Conditions E. (Continued)**

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or Federally-Assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the 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.

F. 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".

G. City References

1. Whenever the "Environmental Protection and Maintenance Department" is referred to, this shall be changed to read, "Department of Public Works".

2. Whenever "Director" is referred to, this shall be changed to read, "City Engineer, City Engineering Division – DPW".

General Conditions: Article 40 - Contract Deductions for City of Detroit Personnel Overtime Pay.

Delete this Article in its entirety and substitute with the following:

SPECIAL NOTICE TO BIDDERS**26. CHANGES TO STANDARD CONTRACT DOCUMENTS** (Continued)Article 36 - FAIR EMPLOYMENT PRACTICES (Continued)

Add the following Article: General Conditions

Article 40 - Contract Deductions for City of Detroit Personnel Overtime Pay

Overtime shall be limited to the work days submitted on the progress schedule for the project. The workdays used to develop the progress schedule shall be Monday - 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's 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, Coleman A Young Municipal Center, 2 Woodward Avenue, Suite 601, Detroit, MI 48226 any amendments to this list of calendar dates designated as paid holidays for City of Detroit employees.

"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 SPECIFICATIONSArticle II - "Maintaining Traffic"

Add the following paragraph:

MAINTENANCE OF TRAFFIC

Walks, driveways, alleys and entrances to buildings shall not be blocked. The required number of lanes shall be maintained by plating of pavement. The paved surface shall be free of stored equipment, excavated material etc. during specified hours. Protection and temporary crossings shall be provided for pedestrians.

SPECIFIC REQUIREMENTS

Maintain one lane of through traffic in all directions, along with turning movement in all directions at all times.

SPECIAL NOTICE TO BIDDERS**26B. CHANGES TO SUPPLEMENTAL GENERAL SPECIFICATIONS**

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

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

2.111.18 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-sections in the same manner as specified for sewer manholes.

If adjusting the frame and cover to the proposed grade requires adjustment of the handhole 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 casings.

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 OF DETAILED SPECIFICATIONS

Special Provisions and Supplemental Specifications for the HMA Project:

Maintaining Traffic	Drawings, Sidewalk Ramp R-28-I
Removing Bituminous Surface	Mobilization
HMA Application Class C Streets	Typical Pavement Cross Section for Pavement Resurfacing of Class C Streets
Bituminous Material Used to Adjust Low Driveways	Crosswalk Marking at Intersections in Residential Areas
Quality Control & Acceptance of Portland Cement Concrete	Removal of Curb and Curb and Gutter
Acceptance of Hot Mix Asphalt Mixture on Local Agency Projects	Modified Separate Type Curb
Structure Cover, Adjustment, Reconstructing Structure and Water Shutoff Adjustment	Working Area and Project Clean-up
Sidewalk with Tree Roots	Drainage Structure Cleaning and Sewer Lead Cleaning
Sidewalk, Sidewalk Ramp, ADA, Detectable Warning Surface, Driveway and Their Removal	Drainage Structures
	DWSD Drawings

SPECIAL NOTICE TO BIDDERS**26C. ADDITIONS OF DETAILED SPECIFICATIONS** (Continued)

These have been added as a supplement to the Standard Specifications for Paving and Related Construction, dated **March, 2009** as amended, and is attached to Part II of the documents.

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 should 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.

31. REVIEW BY CITY AND HUD

The City, its authorized representatives and agents, and the HUD Representative for the Administrator (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 that is owned by private individuals and/or the Community Development Commission. The Community Development Commission 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 Community Development Commission 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.
4. Prior to completing the Contract, the Contractor shall restore the approved work area and any additional adjoining area that 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, re-grading, 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**33. AFFIRMATIVE ACTION - INFORMATION TO BIDDERS****A. Contracts Under \$100,000**

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

**Michigan Minority Business Development Council
2990 West Grand Boulevard
Detroit, Michigan 48202
313- 873-3200 313-873-4783 Fax**

B. Contracts Over \$100,000

If the Contractor intends to utilize subcontractors, he shall make efforts acceptable to HUD 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
2990 West Grand Boulevard
Detroit, Michigan 48202
313- 873-3200 313-873-4783 Fax**

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 HUD and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). The Contractor recognizes mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

37. RETAINAGE REQUIREMENT STATE ACT 524 OF 1980

Notwithstanding anything contained herein to the contrary, if not in conflict with federal law or

SPECIAL NOTICE TO BIDDERS

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:

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.

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.

SPECIAL NOTICE TO BIDDERS**37. RETAINAGE REQUIREMENT STATE ACT 524 OF 1980 (continued)**

- 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. PREVAILING WAGE

In accordance with CITY OF DETROIT ORDINANCE 01-04, the current schedule at the time of bidding of the prevailing wage and fringe benefits for all classes of construction trade workers shall be used in this contract.

The rate of wages and fringe benefits to be paid to each class of construction trade workers by the Contractor and all of his/her Subcontractors shall not be less than the wage and fringe benefits so specified.

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.

40. PROMPT PAYMENT

The individual responsible for accepting performance under this Contract is:

Richard Doherty, P.E., City Engineer
DPW - City Engineering Division
2 Woodward Avenue, Suite 601
Detroit, MI 48226
313-224-3955 Telephone
313-224-3471 Fax
dohertyri@detroitmi.gov

STANDARD INSTRUCTIONS TO BIDDERS

1. GENERAL PURPOSE & INTENT

These Standard Instructions 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 here listed.

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 headings 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.

STANDARD INSTRUCTIONS TO BIDDERS

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. Materials: 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 the 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.
- 4)

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

STANDARD INSTRUCTIONS TO BIDDERS

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. 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.

STANDARD INSTRUCTIONS TO BIDDERS

- 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 usual signature, followed by his 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 signature the word "President," "Partner," "Agent," or other designation, without disclosing his 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 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.

STANDARD INSTRUCTIONS TO BIDDERS

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

STANDARD INSTRUCTIONS TO BIDDERS

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.

STANDARD INSTRUCTIONS TO BIDDERS

An executed copy of each bond will be required for each copy of the executed Contract. The date of the bonds shall be the same as the date of the Contract.

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.

PW-7003

P. 1

PROPOSAL

**TO : CITY OF DETROIT
FINANCE DEPARTMENT
PURCHASING DIVISION
DETROIT, MICHIGAN 48226**

**PROJECT: PW-7003 LIVERNOIS STREETSCAPE BETWEEN CLARITA AND WEST
EIGHT MILE ROAD, IN THE CITY OF DETROIT**

PART I - BASE BID**I. 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.

III. 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.

IV. 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.

V. 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.

VI. 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.

PW-7003

P. 3

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.

VII. 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).

VIII. 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.

IX. 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.

PW-7003

P. 4

PROPOSAL

PART III NAME, ADDRESS, LEGAL STATUS, AND SIGNATURE OF BIDDER

This Proposal is submitted in the name of:

Angelo Iafrate Construction Company

(Print full legal name)

38-1894432

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: 26300 Sherwood

City: Warren

Zip Code: 48091

State: Michigan

Telephone No: 586-756-1070

Fax No: 586-756-0467

Contact Name & Title: Hal G. Howlett - Vice President

E-Mail Address: hhowlett@iafrate.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 Michigan

(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

Robert Adcock - President

Hal G. Howlett - Vice President

Michael A. DeFinis - Vice President

Duane Laurila - Vice President

Matt Milkovie - Secretary/Treasurer
Signed and Scaled

This 25th day

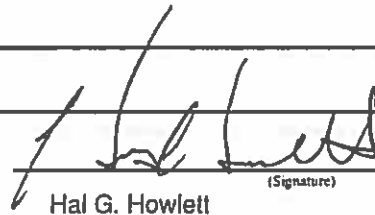
of February, 20 19

HOME ADDRESS

(Include City, State & Zip Code)

26300 Sherwood, Warren, MI 48091

By


(Signature)

Hal G. Howlett

Title Vice President

(Printed Name of Signer)

PW-7003

P. 5

PROPOSAL

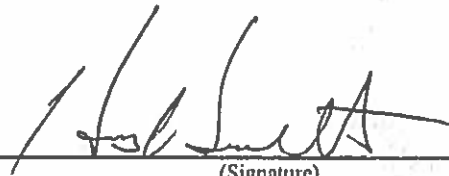
(Note: Bidder, if a corporation, shall cause the following certificate to be executed, provided that the same officer shall not execute both the proposal and the certificates.)

CERTIFICATE

I, Hal G. Howlett, certify that I am the
Vice President of the corporation named as Bidder herein;
that Hal G. Howlett who signed this Proposal on behalf of said
corporation, was then Vice President 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.

02/25/19

(Date)



(Signature)

PW-7003

P. 6

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Michigan
 County of Macomb SS

Hal G. Howlett being first duly sworn, deposes and says that:

1. He is Vice President
 of _____
 (owner, partner, officer, representative, or agent)
Angelo lafrate Construction Company, 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;

6981. 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.

[Signature]
 (Signed)

Vice President
 Title

Subscribed and sworn to before me
 this 25 day of February, 2019

[Signature]
 Title

My commission expires: SUSAN M. NIEMCZYK
 NOTARY PUBLIC, STATE OF MI
 COUNTY OF MACOMB
 MY COMMISSION EXPIRES FEB 27, 2021
 ACTING IN COUNTY OF macomb

**PROPOSAL FOR LIVERNOIS STREETSCAPE BETWEEN CLARITA AND WEST EIGHT MILE ROAD IN
THE CITY OF DETROIT**

UNIT PRICE SCHEDULE
ALTERNATE

Time allowed for completion:

NOTE: Unbalanced bids will be rejected. Each Unit Price quoted must accurately reflect the labor, equipment costs, and materials necessary to perform the described tasks. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services, taxes and incidentals; erection, application or installation of an item of the Work; overhead and profit. Unless noted otherwise, units are measured "in-place" and do not include any material such as scrap or overlap, which is considered incidental to the project. Unit price items shall include all materials, components, and incidentals to provide for a complete system installation for the specified item. 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. Quantities indicated in the Bid Form are for informational purposes. Contractor is to verify all quantities and bid the work to complete ALL WORK SHOWN OR DESCRIBED ON THE DRAWINGS. It is incumbent that the Bidder accurately reflect the actual costs of services for each unit price listed on this form.

#	PAY ITEM	DESCRIPTION OF ITEM	QTY.	PAY UNIT	UNIT PRICE	ITEM TOTAL
1	1027060	_Completion of Work Incentive, Modified	300,000	Dlr	\$ 1.00	\$ 300,000.00
2	1500001	Mobilization, Max 10%	1	LSUM	\$ 1,500,000.00	\$ 1,500,000.00
3	2027050	_Tree Rem, 6 inch to 18 inch, Modified	289	EA	\$ 239.00	\$ 69,071.00
4	2047001	_Ex Striping, Rem, Modified	20,500	Ft	\$ 0.60	\$ 12,300.00
5	2047001	_Curb and Gutter, Rem, Modified	23,025	Ft	\$ 3.75	\$ 86,343.75
6	2047010	_Median, Rem, Modified	112,500	Sft	\$ 0.60	\$ 67,500.00
7	2047011	_Pavt, Rem, Modified	51,200	Syd	\$ 9.00	\$ 460,800.00
8	2047011	_Sidewalk, Rem, Modified	18,363	Syd	\$ 7.50	\$ 137,722.50
9	2050010	Embankment, CIP	200	Cyd	\$ 20.00	\$ 4,000.00
10	2057011	_Subgrade Undercutting, Modified	12,400	Cyd	\$ 47.00	\$ 582,800.00
11	2057021	_Excavation, Earth, Modified	19,610	Cyd	\$ 18.00	\$ 352,980.00
12	2057021	_Non Haz Contaminated Material Handling & Disposal, LM, Modified	9,260	Cyd	\$ 27.00	\$ 250,020.00
13	2087050	_Erosion Control, Inlet Protection, Fabric Drop, Modified	146	EA	\$ 125.00	\$ 18,250.00
14	3027011	_Aggregate Base, 4 inch, Modified	80,300	Syd	\$ 7.25	\$ 582,175.00
15	4027001	_Sewer, CI IV, 12 inch, Modified	3,200	Ft	\$ 75.00	\$ 240,000.00
16	4037001	_Dr Structure Lead, Cleaning, Modified	1,500	Ft	\$ 7.00	\$ 10,500.00
17	4037050	_Dr Structure, Cleaning, Modified	20	EA	\$ 150.00	\$ 3,000.00
18	4037050	_Dr Structure Cover, Modified	20	EA	\$ 615.00	\$ 12,300.00

19	4037050	_Dr Structure Cover, ADA Compliant, Modified	61	EA	\$ 500.00	\$ 30,500.00
20	4037050	_Dr Structure Cover, Beehive	13	EA	\$ 375.00	\$ 4,875.00
21	4037050	_Dr Structure, 48 inch dia, Modified	68	EA	\$ 3,600.00	\$ 244,800.00
22	4037050	_Dr Structure, Tap, 12 inch, Modified	53	EA	\$ 440.00	\$ 23,320.00
23	4037050	_Utl. Structure, Adj, Modified	410	EA	\$ 445.00	\$ 182,450.00
24	4047001	_Underdrain, Subgrade, 6 inch, Modified	23,300	Ft	\$ 9.50	\$ 221,350.00
25	4047001	_Landscape Underdrain	250	Ft	\$ 35.00	\$ 8,750.00
26	5017011	_Cold Milling HMA Surface, Modified	2,600	Syd	\$ 2.75	\$ 7,150.00
27	5017031	_HMA, 5E3, Modified	330	Ton	\$ 99.00	\$ 32,670.00
28	5017031	_HMA, 4E3, Modified	441	Ton	\$ 90.00	\$ 39,690.00
29	6027011	_Conc Pavt, Nonreinf, 10 inch, Modified	38,250	Syd	\$ 60.00	\$ 2,295,000.00
30	8017011	_Driveway, Reinf Conc 8 inch, Modified	1,132	Syd	\$ 76.00	\$ 86,032.00
31	8017011	_Driveway, Nonreinf Conc 8 inch, Modified	2,772	Syd	\$ 61.00	\$ 169,092.00
32	8027001	_Curb, Conc, Type II, Modified	11,894	Ft	\$ 20.50	\$ 243,827.00
33	8027050	_Curb Cut, Modified	22	EA	\$ 100.00	\$ 2,200.00
34	8037010	_Detectable Warning Surface, Modified	1,238	Sft	\$ 36.00	\$ 44,568.00
35	8037010	_Sidewalk Ramp, Conc, 6 inch, Modified	5,480	Sft	\$ 10.00	\$ 54,800.00
36	8037010	_Sidewalk, Conc, 4 inch, Modified	254,491	Sft	\$ 3.70	\$ 941,616.70
37	8037010	_Sidewalk, Conc, 4 inch, Colored, Modified	48,402	Sft	\$ 7.50	\$ 363,015.00
38	8037010	_Sidewalk, Conc, 6 inch, Modified	17,114	Sft	\$ 5.48	\$ 93,784.72
39	8037010	_Decorative Sidewalk	89,447	Sft	\$ 7.50	\$ 670,852.50
40	8037050	_Decorative Metal Letters, Brass, 3 inch, Embedded in Conc	1,680	EA	\$ 135.00	\$ 226,800.00
41	8077001	_Plant Rail	4,222	Ft	\$ 90.00	\$ 379,980.00
42	8100010	Band, Sign	46	Ea	\$ 65.00	\$ 2,990.00
43	8100371	Post, Steel, 3 lb	76	Ft	\$ 7.00	\$ 532.00
44	8100402	Sign, Type III, Erect, Salv	173	Ea	\$ 60.00	\$ 10,380.00
45	8100404	Sign, Type IIIA	250	Sft	\$ 17.00	\$ 4,250.00

46	8100404	Sign, Type IIIB	35	Sft	\$ 18.50	\$ 647.50
47	8100511	Mast Arm Pole, Cat II	11	Ea	\$ 4,827.55	\$ 53,103.05
48	8100530	Mast Arm, 20 foot, Cat II	2	Ea	\$ 4,862.74	\$ 9,725.48
49	8100532	Mast Arm, 30 foot, Cat II	4	Ea	\$ 6,161.75	\$ 24,647.00
50	8100533	Mast Arm, 35 foot, Cat II	3	Ea	\$ 6,545.55	\$ 19,636.65
51	8100535	Mast Arm, 45 foot, Cat II	2	Ea	\$ 7,320.80	\$ 14,641.60
52	8100550	Mast Arm Pole Fdn, 6 Bolt	198	Ft	\$ 568.70	\$ 112,602.60
53	8107001	_Post, Steel, 3 lb, Rem, Modified	90	Ft	\$ 15.00	\$ 1,350.00
54	8107050	_Delineator Reflector, 36 inch, White, Modified	60	Ea	\$ 168.55	\$ 10,113.00
55	8110041	Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk	810	Ft	\$ 5.95	\$ 4,819.50
56	8110044	Pavt Mrkg, Ovly Cold Plastic, 18 inch, Stop Bar	510	Ft	\$ 9.50	\$ 4,845.00
57	8110063	Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym	16	Ea	\$ 175.00	\$ 2,800.00
58	8110068	Pavt Mrkg, Ovly Cold Plastic, Only	20	Ea	\$ 175.00	\$ 3,500.00
59	8110071	Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym	8	Ea	\$ 175.00	\$ 1,400.00
60	8110075	Pavt Mrkg, Ovly Cold Plastic, Stop	10	Ea	\$ 195.00	\$ 1,950.00
61	8110078	Pavt Mrkg, Ovly Cold Plastic, Thru Arrow Sym	15	Ea	\$ 160.00	\$ 2,400.00
62	8110105	Pvmt Mrkg, Polyurea, Bike, Small Symbol	31	Ea	\$ 150.00	\$ 4,650.00
63	8110106	Pavt Mrkg, Polyurea, Directional Arrow Symbol, Bike	31	Ea	\$ 160.00	\$ 4,960.00
64	8110153	Pavt Mrkg, Sprayable Thermopl, 4 inch, White	19,050	Ft	\$ 0.45	\$ 8,572.50
65	8110154	Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	14,900	Ft	\$ 0.45	\$ 6,705.00
66	8110400	Pavt Mrkg, Polyurea, Bus	10	Ea	\$ 165.00	\$ 1,650.00
67	8110415	Pavt Mrkg, Polyurea, Stop	10	Ea	\$ 175.00	\$ 1,750.00
68	8110534	Pavt Mrkg, Modified Urethane, 12 inch, Cross Hatching White	2,200	Ft	\$ 5.95	\$ 13,090.00
69	8110536	Pavt Mrkg, Modified Urethane, 12 inch, Cross Hatching, Yellow	750	Ft	\$ 5.95	\$ 4,462.50
70	8110537	Pavt Mrkg, Modified Urethane, 4 inch, Whte	10,850	Ft	\$ 2.50	\$ 27,125.00
71	8120022	Barricade, Type III, High Intensity, Lighted, Furn	34	Ea	\$ 95.00	\$ 3,230.00
72	8120023	Barricade, Type III, High Intensity, Lighted, Oper	34	Ea	\$ 0.01	\$ 0.34

73	8120026	Pedestrian Type II Barricade, Temp	4	Ea	\$ 250.00	\$ 1,000.00
74	8120120	Lighted Arrow, Type A, Furn	9	Ea	\$ 950.00	\$ 8,550.00
75	8120121	Lighted Arrow, Type A, Oper	9	Ea	\$ 0.01	\$ 0.09
76	8120170	Minor Traf Devices	1	LSUM	\$ 525,000.00	\$ 525,000.00
77	8120235	Pavt Mrkg, Wet Reflective, Type NR, Paint, 4 inch, White, Temp	26,200	Ft	\$ 0.55	\$ 14,410.00
78	8120236	Pavt Mrkg, Wet Reflective, Type NR, Paint, 4 inch, Yellow, Temp	15,510	Ft	\$ 0.55	\$ 8,530.50
79	8120250	Plastic Drum, High Intensity, Furn	784	Ea	\$ 30.00	\$ 23,520.00
80	8120251	Plastic Drum, High Intensity, Oper	784	Ea	\$ 0.01	\$ 7.84
81	8120255	Pavt Mrkg, Wet Reflective, Type R, Tape, 6 inch, Crosswalk	510	Ft	\$ 2.95	\$ 1,504.50
82	8120257	Pavt Mrkg, Wet Reflective, Type R, Tape, Lt Turn Arrow	14	Ea	\$ 165.00	\$ 2,310.00
83	8120340	Sign, Type A, Temp, Prismatic, Furn	2,150	Sft	\$ 7.00	\$ 15,050.00
84	8120341	Sign, Type A, Temp, Prismatic, Oper	2,150	Sft	\$ 0.01	\$ 21.50
85	8120350	Sign, Type B, Temp, Prismatic, Furn	190	Sft	\$ 7.00	\$ 1,330.00
86	8120351	Sign, Type B, Temp, Prismatic, Oper	190	Sft	\$ 0.01	\$ 1.90
87	8120370	Traf Regulator Control	1	LSUM	\$ 400,000.00	\$ 400,000.00
88	8127010	_Pavt Mrkg, Polymer Cement Surface System (PCSS), Green, Modified	2,000	Sft	\$ 8.95	\$ 17,900.00
89	8127010	_Pavt Mrkg, Polymer Cement Surface System (PCSS), Red, Modified	1,200	Sft	\$ 8.95	\$ 10,740.00
90	8127050	_Pavt Mrkg, Wet Reflective, Type R, Tape, "ONLY"	7	Ea	\$ 165.00	\$ 1,155.00
91	8150805	Cercis canadensis, 2 inch clump, 3 Stem	16	EA	\$ 405.00	\$ 6,480.00
92	8157010	_Plant Bed Planting Mixture	20,129	Sft	\$ 7.60	\$ 152,980.40
93	8157010	_Rain Garden Planting Mixture	3,620	Sft	\$ 7.60	\$ 27,512.00
94	8157050	_Acer x freemanii Celebration, 6 inch	65	EA	\$ 1,275.00	\$ 82,875.00
95	8157050	_Acer x freemanii Celebration, 3 inch	51	EA	\$ 765.00	\$ 39,015.00
96	8157050	_Tilia cordata, 6 inch	24	EA	\$ 1,470.00	\$ 35,280.00
97	8157050	_Tilia cordata, 3 inch	19	EA	\$ 765.00	\$ 14,535.00
98	8157050	_Ulmus Frontier, 6 inch	19	EA	\$ 2,675.00	\$ 50,825.00
99	8157050	_Ulmus Frontier, 3 inch	25	EA	\$ 765.00	\$ 19,125.00

100	8157050	_Gymnocladus dioica, 6 inch	24	EA	\$ 1,275.00	\$ 30,600.00
101	8157050	_Gymnocladus dioica, 3 inch	12	EA	\$ 645.00	\$ 7,740.00
102	8157050	_Tree Grates and Frame	46	EA	\$ 5,143.80	\$ 236,614.80
103	8157050	_Bike Rack	45	EA	\$ 655.00	\$ 29,475.00
104	8157050	_Litter Receptacle	33	EA	\$ 1,370.00	\$ 45,210.00
105	8157050	_Street Bench	62	EA	\$ 1,950.00	\$ 120,900.00
106	8157050	_Bus Shelter	3	EA	\$ 1,700.00	\$ 5,100.00
107	8157051	_Watering and Cultivating, First Season, Modified	1	LSUM	\$ 31,535.00	\$ 31,535.00
108	8157051	_Watering and Cultivating, Second Season, Modified	1	LSUM	\$ 9,501.00	\$ 9,501.00
109	8167011	_Mulch, Modified	2,639	Syd	\$ 4.00	\$ 10,556.00
110	8167021	_Planting Soil	2,492	Cyd	\$ 56.25	\$ 140,175.00
111	8167021	_Rain Garden Soil	402	Cyd	\$ 85.00	\$ 34,170.00
112	8190006	Cable Pole, Sec, Dismant	1	Ea	\$ 126.95	\$ 126.95
113	8190016	Cable, Rem	12,600	Ft	\$ 1.30	\$ 16,380.00
114	8190017	Cable, Sec, Rem	800	Ft	\$ 3.00	\$ 2,400.00
115	8190032	Conduit, DB, 2, 3 inch	1,760	Ft	\$ 15.05	\$ 26,488.00
116	8190140	Conduit, Rem	1,110	Ft	\$ 2.00	\$ 2,220.00
117	8190254	Hh, Rem	16	Ea	\$ 487.05	\$ 7,792.80
118	8190259	Hh, Round, 3 foot Dia.	3	Ea	\$ 2,161.95	\$ 6,485.85
119	8190260	Hh, Round	11	Ea	\$ 1,289.15	\$ 14,180.65
120	8190278	Light Std Arm, Rem and Salv	106	EA	\$ 77.95	\$ 8,262.70
121	8190280	Light Std Fdn, Rem	53	EA	\$ 487.05	\$ 25,813.65
122	8190306	Light Std Shaft, Rem and Salv	53	EA	\$ 277.85	\$ 14,726.05
123	8190360	Luminaire, Rem	166	EA	\$ 48.75	\$ 8,092.50
124	8190399	Cable, Sec, 600V, 1, 3/C#6	600	Ft	\$ 6.00	\$ 3,600.00
125	8190473	Wood Pole, Cl 4, 40 Foot	1	EA	\$ 1,566.30	\$ 1,566.30
126	8190489	Wood Pole, Fit Up, Metered Sec Elec Serv	4	EA	\$ 2,335.40	\$ 9,341.60

127	8190490	Wood Pole, Fit Up, Metered Sec Elec Serv with Photo Control	4	EA	\$ 2,403.00	\$ 9,612.00
128	8190495	Wood Pole, Fit Up, Sec Cable Pole	4	EA	\$ 673.05	\$ 2,692.20
129	8190505	Wood Pole, Rem	67	Ea	\$ 277.85	\$ 18,615.95
130	8197001	_Conduit, DB, 6, 3 inch	11,300	Ft	\$ 20.55	\$ 232,215.00
131	8197001	_Conduit, Directional Bore, 6, 3 inch	1,580	Ft	\$ 31.85	\$ 50,323.00
132	8197001	_Cable, Sec, Quadruplex	2,000	Ft	\$ 3.95	\$ 7,900.00
133	8197001	_Cable, Sec, 600V, 4, 1/C#4	2,500	Ft	\$ 3.95	\$ 9,875.00
134	8197050	_Bracket Arm, Bolt On, Rem	60	Ea	\$ 48.75	\$ 2,925.00
135	8197050	_Ground Rod, Install, Wood Pole	8	EA	\$ 226.20	\$ 1,809.60
136	8197050	_Light Std, Tapered Aluminum	116	EA	\$ 3,061.00	\$ 355,076.00
137	8197050	_Luminaire, 101W	116	EA	\$ 477.15	\$ 55,349.40
138	8197050	_Luminaire, 139W	116	EA	\$ 593.70	\$ 68,869.20
139	8197050	_Bracket Arm, Clamp On, Install	116	EA	\$ 422.00	\$ 48,952.00
140	8197050	_Bracket Arm, Bolt On, Install	116	EA	\$ 211.00	\$ 24,476.00
141	8197050	_Photo Control, Lighting	4	EA	\$ 2,728.55	\$ 10,914.20
142	8197234	_Cable, Equipment Grounding Wire, 1/C#4, Modified	17,200	Ft	\$ 1.50	\$ 25,800.00
143	8197250	_Hh, Polymer Conc, 13"x24", Modified	87	EA	\$ 1,045.30	\$ 90,941.10
144	8197250	_Hh, Polymer Conc, 30"x48", Modified	33	EA	\$ 2,058.70	\$ 67,937.10
145	8197279	_Light Std Fdn, Modified	116	EA	\$ 1,155.55	\$ 134,043.80
146	8197405	_Cable, Sec, 600V, 3, 1/C#4, Modified	31,400	Ft	\$ 3.50	\$ 109,900.00
147	8200019	Case Sign (LED), One Way, 12 inch by 27 inch	7	Ea	\$ 850.15	\$ 5,951.05
148	8200020	Case Sign, Rem	8	Ea	\$ 68.55	\$ 548.40
149	8200029	Case Sign (LED), One Way, 24 inch by 30 inch	1	Ea	\$ 1,671.40	\$ 1,671.40
150	8200030	Controller and Cabinet, Rem	5	Ea	\$ 205.60	\$ 1,028.00
151	8200045	Controller Fdn, Base Mount	3	Ea	\$ 1,792.90	\$ 5,378.70
152	8200046	Controller Fdn, Rem	3	Ea	\$ 315.90	\$ 947.70
153	8200065	Fdn, Rem	8	Ea	\$ 487.05	\$ 3,896.40

154	8200106	Pedestal Fdn, Rem	8	Ea	\$ 466.00	\$ 3,728.00
155	8200110	Pedestal, Rem	6	Ea	\$ 92.15	\$ 552.90
156	8200116	Power Co. (Est. Cost to Contractor)	3,000	Dlr	\$ 1.00	\$ 3,000.00
157	8200121	Pushbutton and Sign	26	Ea	\$ 459.20	\$ 11,939.20
158	8200122	Pushbutton, Rem	6	Ea	\$ 68.55	\$ 411.30
159	8200124	Pushbutton Pedestal, Rem	2	Ea	\$ 68.55	\$ 137.10
160	8200135	Serv Disconnect	3	Ea	\$ 1,260.05	\$ 3,780.15
161	8200141	Span Wire, Rem	8	Ea	\$ 137.05	\$ 1,096.40
162	8200145	Steel Pole, Rem	8	Ea	\$ 586.30	\$ 4,690.40
163	8200180	TS, Pedestrian, Bracket Arm Mtd, Rem	19	Ea	\$ 85.00	\$ 1,615.00
164	8200181	TS, Pedestrian, Pedestal Mtd, Rem	6	Ea	\$ 82.25	\$ 493.50
165	8200182	TS, Span Wire Mtd, Rem	25	Ea	\$ 95.95	\$ 2,398.75
166	8200314	TS, One Way Span Wire Mtd, FYA (LED)	2	Ea	\$ 663.90	\$ 1,327.80
167	8200333	TS, One Way Bracket Arm Mtd (LED)	12	Ea	\$ 999.35	\$ 11,992.20
168	8200336	TS, Pedestrian, One Way Bracket Arm Mtd (LED) Countdown	6	Ea	\$ 721.35	\$ 4,328.10
169	8200339	TS, Pedestrian, Two Way Bracket Arm Mtd (LED) Countdown	1	Ea	\$ 1,156.00	\$ 1,156.00
170	8200345	TS, Pedestrian, One Way Pedestal Mtd (LED) Countdown	15	Ea	\$ 885.50	\$ 13,282.50
171	8200347	TS, Pedestrian, Two Way Pedestal Mtd (LED) Countdown	1	Ea	\$ 1,211.45	\$ 1,211.45
172	8200359	TS, One Way Mast Arm Mtd (LED)	22	Ea	\$ 819.50	\$ 18,029.00
173	8200378	Bracket, Truss, With 18 Foot Arm	2	Ea	\$ 1,240.80	\$ 2,481.60
174	8200388	Bracket, Truss, Rem	3	Ea	\$ 58.50	\$ 175.50
175	8200393	Wireless Intercn, Closed Loop, Master	1	Ea	\$ 2,990.60	\$ 2,990.60
176	8200480	Casing	132	Ft	\$ 140.00	\$ 18,480.00
177	8207001	_Conduit, Encased, 2, 3 inch, Modified	1,090	Ft	\$ 77.00	\$ 83,930.00
178	8207001	_Conduit, Encased, 3, 4 inch, Modified	50	Ft	\$ 121.65	\$ 6,082.50
179	8207050	_Louvered Backplate	43	Ea	\$ 223.85	\$ 9,625.55
180	8207050	_St Name Sign, Two Way, (LED) 6 foot	4	Ea	\$ 2,183.35	\$ 8,733.40

181	8207050	_Street Name Sign, Two Way, Illuminated, Rem	3	Ea	\$ 97.45	\$ 292.35
182	8207050	_Pedestal, Alum, Modified	26	Ea	\$ 588.15	\$ 15,291.90
183	8207050	_Pededstal, Fdn, Modified	26	Ea	\$ 1,201.25	\$ 31,232.50
184	8207050	_Universal Camera Bracket and Extension	1	Ea	\$ 332.05	\$ 332.05
185	8207050	_Controller and Cabinet, Digital Type, ITS	3	Ea	\$ 27,102.70	\$ 81,308.10
186	8207050	_Wireless Data Acquisition, Alerts and Analytics System	3	Ea	\$ 3,630.10	\$ 10,890.30
187	8207050	_Cellular Data Service for 3 Years	3	Ea	\$ 2,919.25	\$ 8,757.75
188	8207050	_Video Capture and Streaming System	3	Ea	\$ 4,955.35	\$ 14,866.05
189	8207050	_Cellular Data Streaming for 2 hours per month and for 3 Years	3	Ea	\$ 1,557.05	\$ 4,671.15
190	8207050	_Video Detection and Analytics System	3	Ea	\$ 6,011.90	\$ 18,035.70
191	8237001	_Water Main, DI, 6 inch, Modified	450	Ft	\$ 195.00	\$ 87,750.00
192	8237050	_Hydrant, Rem, Modified	21	EA	\$ 850.00	\$ 17,850.00
193	8237050	_Fire Hydrant, Modified	21	EA	\$ 1,325.00	\$ 27,825.00
194	8237050	_Hydrant, Relocate, Case 2, Modified	5	EA	\$ 3,675.00	\$ 18,375.00
195	8237050	_Gate Valve and Box, 6 inch, Modified	26	EA	\$ 2,000.00	\$ 52,000.00
TOTAL BASE BID PRICE, ITEMS 1-195						\$ 15,682,921.42
NAME OF CONTRACTOR: Angelo Iafrate Construction Company						

Quote unit prices in **US dollars, 2 decimal places ONLY**. Quantities are approximate, actual quantities may vary.

AGREEMENT

CONTRACT TITLE PW-7003 LIVERNOIS STREETScape BETWEEN CLARITA AND WEST EIGHT MILE ROAD IN THE CITY OF DETROIT	CONTRACT NUMBER PW- 7003
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 DIRECTOR, HOUSING AND REVITALIZATION DEPARTMENT COLEMAN A. YOUNG MUNICIPAL CENTER 2 WOODWARD AVENUE, SUITE 908 DETROIT, MICHIGAN 48226	DATE OF AGREEMENT
PARTY OF THE SECOND PART (Contractor) ANGELO IAFRATE CONSTRUCTION CO. 26300 SHERWOOD AVENUE WARREN, MI 48091	
CONTRACT PRICE FIFTEEN MILLION, SIX HUNDRED EIGHTY-TWO THOUSAND, NINE HUNDRED TWENTY-ONE DOLLARS AND FORTY-TWO CENTS (\$15,682,921.42).	

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 consists of that contained and described in the proposal for the Contract above named by title and number.

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

C. *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 cause 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.

D. *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.

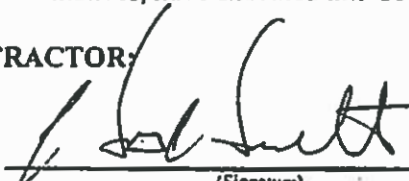
G. *Substantial Completion Payment:* When the work, in the judgment of the Engineer, has been substantially but not entirely completed, and full completion thereof is materially delayed through no fault of the Contractor, and the Engineer so certifies, the City may, upon certificate of such substantial 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)

Hal G. Howlett
(Print Name)

ITS:

VP
(Title)

CITY OF DETROIT - DPW

BY:


(Signature)

Ron Brundidge

ITS:

DIRECTOR

PW-7003 LIVERNOIS STREETSCAPE BETWEEN CLARITA
AND WEST EIGHT MILE ROAD 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

CORPORATION CERTIFICATE OF AUTHORITY

I, Matthew Milkovie, Corporate Secretary of
(name of corporate secretary)

Angelo lafrate Construction Company, a Michigan
(complete name of corporation) (state of incorporation)

Profit corporation (the "Corporation"), DO HEREBY CERTIFY that the
(non-profit or for profit)
following is a true and correct excerpt from the minutes of the meeting of the Board of Directors
duly called and held on 12/06/18, 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."

FURTHER, I CERTIFY that	<u>Robert Adcock</u>	is Chairman
	<u>Robert Adcock</u>	is President,
<u>Hal G. Howlett, Michael DeFinis, and Duane Laurila</u>		is/are Vice President(s),
	<u>Matthew Milkovie</u>	is Treasurer,
	<u>Matthew Milkovie</u>	is Secretary,
	<u>Robert Adcock</u>	is Executive Director, and
		is _____

FURTHER, I 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 the foregoing Contract between the City and the
above-referenced Corporation and that all necessary corporate approvals have been obtained in
relationship thereto.

IN WITNESS THEREOF, I have set my hand this 26 day of February, 2019.
CORPORATE SEAL
(if any)

Matthew Milkovie

Corporation Secretary

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF
OF YOUR CORPORATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE

BID BOND City of Detroit Construction Contract		Contract Number PW- 7003
Principal Angelo Iafrate Construction Company	Date of Bid February 25, 2019	
Surety The Continental Insurance Company	Date Bond Executed February 25, 2019	
Amount of Bond (express in words and figures) Five Percent of the Amount of Bid------(5%)		

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 _____ | (I.S.) |
| 2. _____ | as to _____ | (I.S.) |
| 3. _____ | as to _____ | (I.S.) |
| 4. _____ | as to _____ | (I.S.) |

Attest

[Signature]
 Brian Garza - General

Corporate Principal
 Angelo Iafrate Construction Company

Business
 Address: 26300 Sherwood Ave., Warren, MI 48091

By: *[Signature]*

Title

VP

AFFIX
 CORPORATE
 SEAL

Attest

[Signature]

Corporate Surety The Continental Insurance Company

Business
 Address: 151 N. Franklin Street, Chicago, IL 60606

By: *[Signature]*

Title

Holly A. Nichols, Attorney-in-fact

AFFIX
 CORPORATE
 SEAL

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Matthew Milkovie, certify that

I am the Angelo lafrate Construction Company secretary

Of the corporation named as principal in the within bond:

that Hal G. Howlett, who signed the said bond

on behalf of the principal, was then Vice President

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.

Matthew Milkovie (CORPORATE)
(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.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Robert D Heuer, Paul M Hurley, Anne M Barick, Holly A Nichols, Nicholas Ashburn, Mark T Madden, Individually

of Troy, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of July, 2018



The Continental Insurance Company


Paul T. Bruffat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of July, 2018, before me personally came Paul T. Bruffat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021


J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 25th day of February, 2019.



The Continental Insurance Company


D. Johnson Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

**BOARD RESOLUTION OF ANGELO IAFRATE, INC. & ANGELO IAFRATE
CONSTRUCTION COMPANY**

DULY PASSED December 6, 2018

APPOINTMENT OF OFFICERS

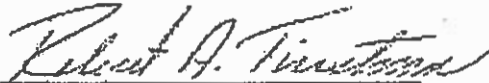
RESOLVED, by the Board of Directors of Angelo Iafrate, Inc. ("AIC") and Angelo Iafrate Construction Company ("AICC") the following persons are elected to the office(s) indicated next to their names to serve until their successor(s) shall be duly elected, unless he or she resigns, is removed from office or is otherwise disqualified from serving as an officer of AII/AICC, to take their respective offices immediately upon such appointment:

Office	Name
President	Robert Adeuck
Vice President	Hal G. Howlett
Vice President	Michael A. Delinis
Vice President	Duane Laucila
Secretary/Treasurer	Matt Milkovic

RESOLVED FURTHER, that the officers of AII/AICC are, and each acting alone is, hereby authorized to do and or perform any and all such acts, including execution of all documents and certificates, as such officers shall deem necessary or advisable, to carry out the purposes and intent of the foregoing resolution.

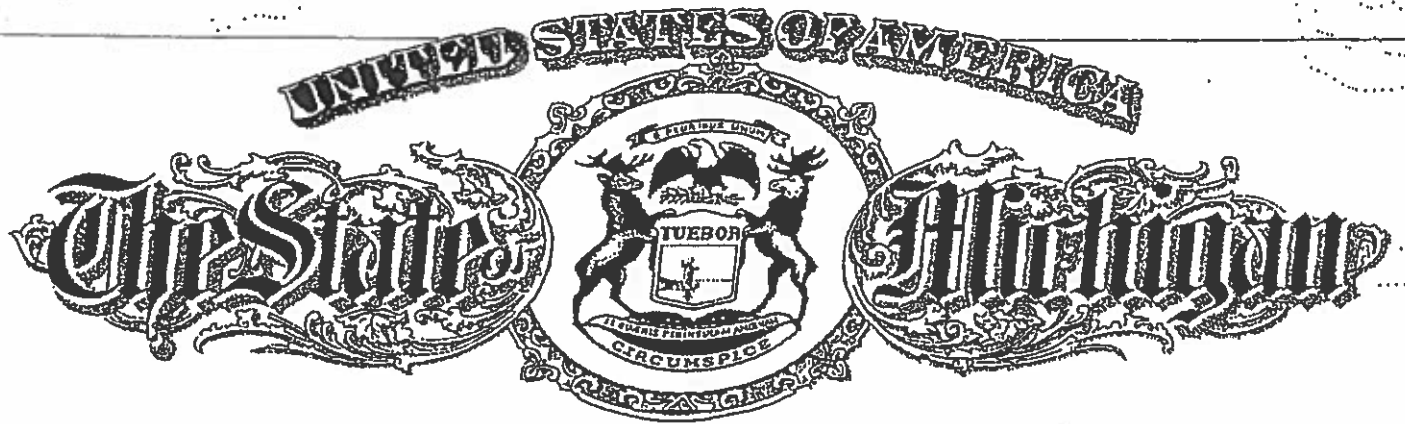
RESOLVED FURTHER, that any actions taken by such officers prior to the date of the foregoing resolution adopted hereby that are within the authority conferred are hereby ratified, confirmed and approved as the acts and deeds of AII/AICC.

It is hereby certified by the undersigned that the foregoing resolution was duly passed by the Board of Directors of Angelo Iafrate, Inc. and Angelo Iafrate Construction Company on December 6, 2018, in accordance with the Bylaws and that the said resolution is in full force and effect.


Robert Linsman


Robert Adeuck


Michael Neville



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify That

ANGELO IAFRATE CONSTRUCTION COMPANY

*was validly incorporated on September 18, 1969 as a Michigan DOMESTIC PROFIT CORPORATION,
and said corporation is validly in existence under the laws of this state.*

*This certificate is issued pursuant to the provisions of 1972 PA 284 to attest to the fact that the corporation
is in good standing in Michigan as of this date and is duly authorized to transact business and for no other
purpose.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit
given it in every court and office within the United States.*



*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 9th day of March, 2018.*

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 18033816860

Verify this certificate at: URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.

PERFORMANCE BOND (See Instructions on Reverse Side)	CONTRACT NO. PW- 7003
PRINCIPAL (Name, and legal status) ANGELO IAFRATE CONSTRUCTION COMPANY	DATE OF CONTRACT
SURETY The Continental Insurance Company	DATE BOND EXECUTED

AMOUNT OF BOND (Express in words and figures)

FIFTEEN MILLION, SIX HUNDRED EIGHTY-TWO THOUSAND, NINE HUNDRED TWENTY-ONE DOLLARS AND FORTY-TWO CENTS (\$15,682,921.42)

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bond 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

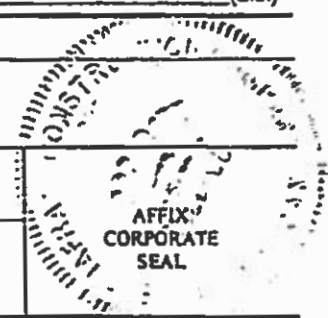
IN PRESENCE OF: WITNESS

PRINCIPAL - INDIVIDUAL/PARTNER - SIGNATURE:

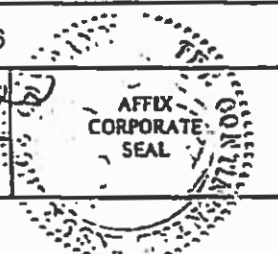
1. _____ AS TO 1. _____ (L.S.)

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

CORPORATE PRINCIPAL

STATE IN WHICH INCORPORATED Michigan	BUSINESS ADDRESS: 26300 SHERWOOD AVENUE WARREN, MI 48091	
EXECUTE CORPORATE CERTIFICATE ON REVERSE SIDE	OFFICER'S SIGNATURE: <i>[Signature]</i> TITLE: <i>VP</i>	

CORPORATE SURETY

STATE IN WHICH INCORPORATED Pennsylvania	BUSINESS ADDRESS: 151 N. Franklin Street, Chicago, IL 60606	
ATTEST: <i>[Signature: Julie Moon]</i>	OFFICER'S SIGNATURE: <i>[Signature: Holly A. Nichols]</i> TITLE: Holly A. Nichols, Attorney-in-fact	

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, Matthe Milkovic, certify that I am the Secretary/Treasurer

Of the corporation named as principal within the bond; that Hal Howlett

Who signed the said bond on behalf of the principal, was then Vice - President 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 it's governing body.

Matthe Milkovic

PAYMENT BOND (See Instructions on Reverse Side)	CONTRACT NO. PW- 7003
PRINCIPAL (Name, and legal status) ANGELO IAFRATE CONSTRUCTION COMPANY	DATE OF CONTRACT
SURETY The Continental Insurance Company	DATE BOND EXECUTED

AMOUNT OF BOND (Express in words and figures)

FIFTEEN MILLION, SIX HUNDRED EIGHTY-TWO THOUSAND, NINE HUNDRED TWENTY-ONE DOLLARS AND FORTY-TWO CENTS (\$15,682,921.42)

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bond 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
PARTNERSBUSINESS
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: 26300 SHERWOOD AVENUE WARREN, MI 48091	
EXECUTE CORPORATE CERTIFICATE ON REVERSE SIDE	OFFICER'S SIGNATURE <i>[Signature]</i>	
	TITLE VP	

CORPORATE SURETY

STATE IN WHICH INCORPORATED Pennsylvania	BUSINESS ADDRESS: 151 N. Franklin Street, Chicago, IL 60606	
ATTEST: <i>[Signature: Julie Moore]</i>	OFFICER'S SIGNATURE <i>[Signature]</i>	
	TITLE Holly A. Nichols, 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 (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.

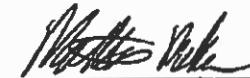
4. The date of this bond must not be prior to the date of instrument in connection with which it is given.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Matthew Milkovic, certify that I am the SECRETARY/TREASURER

Of the corporation named as principal within the bond; that Hal Howlett

Who signed the said bond on behalf of the principal, was then Vick Prosdine 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 it's governing body.



MAINTENANCE BOND

Bond No 30027220

KNOW ALL MEN BY THESE PRESENTS, that we Angelo Iafrate Construction Company
as Principal, (the "Principal"), and The Continental Insurance Company, a corporation organized and existing by
virtue of the laws of the State of Pennsylvania, as Surety, (the "Surety"), are held and firmly bound unto

City of Detroit

as Obligee (the "Obligee"), in the penal sum of Seven Hundred Eighty-four Thousand One Hundred Forty-
six and NO/100-----(\$784,146.00)

for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal has entered into a written contract with
City of Detroit

dated this _____ day of _____, A.D. _____, wherein the said Principal

covenanted and agreed as follows, to-wit:

Concrete Pavement for Contract No. PW-7003

Which contract is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall remedy without cost to the
Obligee any defect which may develop during a period of 5 year(s) from the date of completion and
acceptance of the work performed under the Contract provided such defects are caused by defective or inferior
materials or workmanship, then this obligation shall be null and void; otherwise it shall be and remain in full force
and effect.

SIGNED, SEALED AND DATED as of this 14 day of March 2019

Witness

Carole F

Angelo Iafrate Construction Company

[Signature] VP

Witness

[Signature]

The Continental Insurance Company

[Signature]
Holly A. Nichols



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Robert D Heuer, Paul M Hurley, Anne M Barick, Holly A Nichols, Nicholas Ashburn, Mark T Madden, Individually

of Troy, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of July, 2018.



The Continental Insurance Company

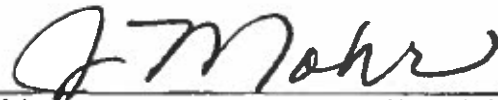

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of July, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021


J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this _____ day of _____.



The Continental Insurance Company


D. Johnson Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Brufat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

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

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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 18-5-1, 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

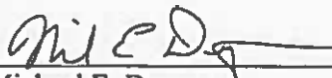
CITY CLERK 27 AUG 2014 4:13:01

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 AM 11:01

Certified Payroll

PW-7003

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

PW-7003

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

PW-7003

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

PW-7003

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

PW-7003

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 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

GENERAL CONDITIONS

GC. 1

(Revised as of June 1, 1964)

1. DEFINITIONS

The following words and expressions, or pronouns used in their stead, shall wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context:

"Bulletin" shall mean any additional contract provisions, or change, revisions, or clarification of the Contract Documents issued in writing by the City Engineer, on behalf of the City, to prospective bidders prior to the receipt of bids.

"City" shall mean the City of Detroit, a municipal corporation, party of the first part, acting through that Official, Board, or Commission named in the Agreement as acting on behalf of the City.

"City Engineer" shall mean the City Engineer of the City of Detroit acting personally or, in his absence, through the then acting City Engineer.

"Engineer" shall mean the City Engineer of the City of Detroit acting directly, or indirectly through his authorized representatives acting within the limits of the respective authority delegated to them.

"City Engineer" shall mean the officer currently holding the office named in the Agreement as acting on behalf of the City in this Contract in accordance with the provisions of the Charter of the City of Detroit.

"Common Council" shall mean the City Council of the City of Detroit.

"Contract" or **"Contract Documents"** shall mean each of the various parts of the Contract referred to in Article I of the Agreement hereof, both as a whole and severally.

"Contractor" shall mean the party of the second part hereto, whether corporation, firm, or individual, or any combination thereof, and its, their, or his successors, personal representatives, executors, administrators and assigns, and any person, firm, or corporation who or which shall at any time be substituted in place of the party of the second part under this Contract, and shall include in their respective capacities, the President, Manager, or other officer or agent for the time being, representing or locally managing the work of any corporation contracting herein.

"Other Contractors" shall mean any contractor, other than the party of the second part or his subcontractors, who has a direct contract with the City of Detroit for work on or adjacent to the site of the work.

"Contract Work" shall mean everything expressly or impliedly required to be furnished and done by the Contractor by any one or more parts of the Contract Documents, except "extra work" as hereinafter defined; it being understood that, in case of any inconsistency between any part of parts of this Contract, the City Engineer shall determine which shall prevail.

"Extra Work" shall mean work other than that which is expressly or impliedly required by the Contract Documents at the time of execution of the Contract.

"Drawings" or **"Contract Drawings"** shall mean only those drawings specifically entitled as such and as listed in the Contract, or in any Bulletin, or any detailed drawing furnished by the City Engineer, pertaining or supplemental thereto.

"Implied Work" shall mean any work, except "Extra Work" that may have been omitted in the description of said work, but the use of which is implied or necessary, and shall be deemed to be included in this Contract and shall be furnished by the Contractor as if the same had been stated specifically, without any additional charge to the City.

"Inspector" shall mean any representative of the Engineer designated to inspect the work.

"Materialman" shall mean any person, firm, or corporation, other than employees of the Contractor, who or which contracts with the Contractor, or any of his subcontractors, to fabricate or deliver, or who actually fabricates or delivers, plant, materials, or equipment to be incorporated in the work.

"Notice" shall mean written notice.

"Specifications" or **"Contract Specifications"** shall mean all of the directions, requirements, and standards of performance applying to the work as hereinafter detailed and designated under the General Specifications and the several divisions of the Detailed Specifications.

"Site" shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.

"Subcontractor" shall mean any person, firm, or corporation, other than employees of the Contractor, who or which contracts with the Contractor to furnish, or actually furnishes, labor, or labor and materials, or labor and equipment, at or about the site, but shall not include one who merely furnishes materials or equipment.

"The Work" shall mean all structures, equipment, plant, labor, materials, and facilities or things now or hereafter required to be furnished, installed, or done by the Contractor under or pursuant to this Contract, including extra work; and "performance of work" and words of similar import shall mean the furnishing, installation, or doing thereof.

"Directed", "Required", "Approved", and words of like import whenever they apply to the work or its performance; the words "directed," "required," "permitted," "ordered," "designated," "establish," "prescribed," and words of like import used in the Contract, Specifications, or upon the Drawings, shall imply the direction, requirement, permission, order, designation, or prescription of the Engineer; and "approved," "acceptable," and words of like import shall mean approved by or acceptable to the Engineer.

"Approved Equal" shall mean materials, articles, or methods which have been approved by the Engineer as being equal to those specified or shown on the Drawings.

GENERAL CONDITIONS

GC. 2

2. CORRELATION & INTENT OF DOCUMENTS

The Contract Documents are complementary and what is called for by any one shall be binding as if called for by all. The intent of the documents, unless otherwise specifically provided, is to produce complete and finished work. No verbal conversation, understanding, or agreement with any officer or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms, conditions, or obligations contained in the Contract Documents.

A. Contract Drawings & Specifications: The Engineer will furnish the Contractor, without charge, such copies of the Contract and any Supplemental Drawings and Specifications reasonably necessary for the proper execution of the work. The Contractor shall keep on the site of the work at least one copy of all Drawings and Specifications which shall be accessible at all times to the Engineer.

Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown on or mentioned in both. In case of any apparent difference between the Drawings and Specifications, the Contractor shall refer the matter to the Engineer for a decision as to which, in accordance with the intent of the Contract Documents, shall govern. Procedure without such decision shall be at the Contractor's own risk and expense.

B. Supplemental Drawings & Specifications: In order to carry out the intent of the Contract Documents and to assist the Contractor in performing his work, the City Engineer, after the execution of the Contract, may, by Supplemental Drawings, Specifications, or otherwise, furnish additional instructions, enlarged-scale, additional, or revised details, as may be necessary for construction purposes.

All such Supplemental Drawings, Specifications, or instructions are intended to be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. Therefore, no extra costs will be allowed by the City on a claim that particular Supplemental Drawings, Specifications, or instructions differ from the requirements of the Contract Documents, incurring extra costs, unless the Contractor has first brought the matter, in writing, to the City Engineer's attention for proper adjustment before proceeding with the work covered by such.

If the City Engineer shall decide that there is no departure from the requirements of the Contract Documents, the Contractor shall then proceed with the work as shown, specified, or directed. If the City Engineer shall decide that extra work is involved, he will so modify the Supplemental Drawings, Specifications, or instructions to eliminate the extra work, or cause a City's written order to be issued in accordance with Article 19 herein.

C. Errors and Corrections in Drawings & Specifications: The Contractor shall not be allowed to take advantage of any manifest errors, omissions, or discrepancies in the Drawings or Specifications, as full instructions will be issued by the City Engineer for correction in accordance with the original intent of the Contract Documents. In case of any errors, omissions, or discrepancies in the Drawings or Specifications, the Contractor shall promptly submit the

matter to the City Engineer who, in turn, shall promptly make a determination and issue the necessary instructions in writing. Any adjustment by the Contractor without this determination and instructions shall be at the Contractor's own risk and expense.

The work is to be made complete as intended by the Contract Documents, notwithstanding minor omissions in the Drawings & Specifications.

3. CONTRACTOR'S WARRANTIES & UNDERSTANDING

In consideration of, and to induce the award of the Contract to him, the Contractor represents and warrants:

- A. That he is financially solvent, and sufficiently experienced and competent to perform the work; and
- B. That the facts stated in the Proposal and the information given by him pursuant to the Bidding Documents are true and correct in all respects; and
- C. That he has read, understands, and complied with all the requirements set forth in the Bidding Documents; and
- D. That he has, by careful examination, satisfied himself as to the nature, amount, and location of the work, the character of construction equipment and facilities needed to perform the work, the general and local conditions, and all other matters which may in any way affect the work under this Contract.

Unless otherwise specifically provided for in the Contract Documents, the Contractor shall do all the work and shall furnish all the tools and appliances except as herein otherwise specified, necessary or proper for performing and completing the work required by this Contract, in the manner and within the time herein prescribed.

4. CONTRACTOR'S RESPONSIBILITIES

In addition to those matters elsewhere expressly made the responsibility of the Contractor, the Contractor shall have the full and direct responsibility for the performance of the work under this Contract. He shall take all precautions for safely conducting the work and preventing injuries or damage to persons or property on or about the work. He shall bear all losses, if any, resulting to him on account of the amount and character of the work, or because the conditions under which the work must be done are different from what were estimated or anticipated by him, or because of weather, floods, elements, or other causes. He shall assume the defense and save harmless the City of Detroit and its individual officers, employees, or agents from any and all claims arising out of the work performed or to be performed, and for any act or neglect of the Contractor, his agents or employees.

The mention of any specific responsibility or liability of the Contractor in this or in any part of the Contract Documents shall not be construed as a limitation or restriction upon the general responsibility or liability imposed on the Contractor by the Contract Documents.

5. COMPLIANCE WITH LAWS

The Contractor shall fully comply with all local, state and federal laws, ordinances, and regulations applicable to this Contract and the work to be done hereunder.

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The Contractor shall secure all permits and licenses necessary for the prosecution of the work and shall fully comply with all their terms and conditions. All required permits and licenses shall be secured by the Contractor without additional cost to the City.

It is the intent that all work required to be done under this Contract comply with the applicable permits and licenses as issued to the Contractor. Should any applicable permit or license be issued with special supplemental requirements pertaining specifically to this Contract which are in variance with express Contract requirements, the Contractor shall immediately report the matter in writing, to the City Engineer for determination and adjustment as may be found necessary. The City Engineer will cause a written order to be issued in accordance with the Articles 19 and 20 herein covering such changes in the work as may be necessary to comply with such special supplemental conditions or requirements, unless the City Engineer secures a written waiver covering the difference from the issuing department or agency.

Should Contractor fail to observe the foregoing provisions and construct work in variance with any special supplemental requirements of the applicable permit or license pertaining specifically to the work under this Contract, or with such as amended by waiver, notwithstanding the fact that such construction is in compliance with the Drawings and Specifications, the Contractor shall remove such work without cost to the City, but the City's written order will be issued only to cover the excess cost, if any, that the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

Should the issuing department or agency after issuing the permit or license later require changes in the work constructed in accordance with the Drawings & Specifications, or the special supplemental requirements of such permits or licenses, the City Engineer will cause a written order to be issued in accordance with Articles 19 and 20 herein covering such changes in the work as may be necessary to conform to the later requirements.

6. PROTECTION OF WORK & OF PERSONS AND PROPERTY

During the performance and up to date of final acceptance, the Contractor shall be under absolute obligation to protect the finished and unfinished work against any damage, loss, or injury. In event of such damage, loss, or injury, the Contractor shall promptly replace or repair such work, whichever the Engineer shall determine to be preferable. The obligation to deliver finished work in strict accordance with the Contract prior to final acceptance shall be absolute and shall not be affected by the Engineer's approval or failure to prohibit means and methods of construction used by the Contractor.

During performance and up to the date of final acceptance, the Contractor shall take all reasonable precautions to protect the persons and property of City and others on or adjacent to the site of the work from damage, loss, or injury from his or his subcontractors' operations under this Contract, except such property as the owners thereof may themselves be under a legal duty to protect. The Contractor's obligation to protect shall include the duty to provide, place, and adequately maintain at or about the site, suitable guards,

lights, barricades, enclosures, danger signals, provide watchmen and such other facilities for protection required by public authority, local conditions, or by order of the Engineer. In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization of the Engineer, shall take such action necessary to prevent threatened damage, loss, or injury.

Within three days after notice to him of the happening of any such damage, loss, or injury to persons, work, or property, the Contractor shall make a full and complete report thereof in writing to the City Engineer.

If the persons or property of others on or adjacent to the site sustain damage, loss, or injury resulting directly or indirectly from the work of the Contractor, or his subcontractors, in the performance of this Contract, or from his or their failure to comply with any of the provisions of this Contract or law, the Contractor shall defend, indemnify, and hold the City harmless from any and all claims and judgments to which the City may be subjected or which it may suffer or incur by reason thereof.

The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the Contractor, or the City.

7. PROTECTION FOR LABOR & MATERIAL

The Contractor for himself or any of his subcontractors shall pay all indebtedness which may become due to any person, firm, or corporation having furnished labor, materials, or both in the performance of this Contract. The "Payment Bond" furnished by this Contract is pursuant to Act 351 of the Public Acts of Michigan for the year 1972, as it may be amended to date. It shall be the responsibility of each person, firm, or corporation claiming to have furnished labor, materials, or both, in connection with this Contract, to protect his or its interests in the manner prescribed by the Act 351.

8. INSURANCE

During performance and up to the date of final acceptance of the work, the Contractor shall effect and maintain the following types of insurance, when so required by the Standard Notice to Bidders and in amounts not less than those stated therein. Such insurance shall be carried by financially responsible insurance companies, licensed in the State of Michigan, and satisfactory to the City. Before commencing work, the Contractor shall submit the original or certified copies of his policies to the Engineer for review and approval. Any policy found not satisfactory shall be corrected or replaced by a new policy and, if necessary, from another company. Insurance policies covering operations under this Contract which expire before final acceptance of the work shall be renewed and the new policies submitted to the Engineer for review and approval. All policies which are subject to cancellation shall be endorsed to provide that such cancellation shall not become effective without twenty days' prior notification to the City Engineer for Workmen's Compensation and ten day's prior notification for all other types of insurance. Certificates of insurance shall also be filed with the City Engineer.

A. Workmen's Compensation Insurance: All employees of the Contractor and his subcontractors engaged in work at the site shall be covered by Workmen's Compensation Insurance, in accordance with the Michigan State Compensation Law. In case any work is sublet, the Contractor shall require each subcontractor to similarly provide Workmen's Compensation Insurance for his respective employees, unless such employees are covered by the insurance provided by the Contractor.

B. Public Liability and Property Damage Insurance: Public Liability Insurance and Property Damage Insurance shall protect the Contractor against his liability because of injury, sickness, or disease, including death at any time resulting therefrom sustained by any person, not employees, and against his liability because of injury to or destruction of property of others, including the loss or use thereof, respectively, caused by any and all operations under this Contract, including, but not limited to, the use of any and all types of construction equipment and methods used on the work.

In case any work is sublet, the Contractor shall effect and maintain Protective or Contingent Public Liability and Property Damage Insurance, in amounts not less than those fixed for Public Liability and Property Damage Insurance, to protect him against his liability arising out of the operations at the site of such subcontractors.

In addition to the above requirements, if any work is sublet, the Contractor shall require each subcontractor not fully protected under the Contractor's Public Liability and Property Damage Insurance Policies, to effect and maintain during the period of his respective operations at the site, Public Liability and Property Damage Insurance. The amounts of such insurance, if not in the same amounts as fixed for the Contractor, shall be determined by the Engineer based on the nature and potential hazards of the operations of the respective subcontractors, and shall not necessarily be based on the amount of the subcontract. In no case, however, shall the amount of such coverage for Public Liability be less than \$100,000 for one person and \$300,000 for each accident or occurrence, nor the amount for Property Damage be less than \$100,000 for each accident and \$300,000 for aggregate operations, and may be fixed up to and including the amounts fixed in the Special Notice to Bidders.

C. Fire Insurance: Fire Insurance with Extended Coverage and Vandalism & Malicious Mischief endorsements shall be at 100 per cent value, and shall include items of labor and materials connected therewith whether in or adjacent to the structure insured; materials in place, or to be used as part of the permanent construction, including surplus materials, shanties, protective fences, bridges, or temporary structures; miscellaneous materials and supplies incident to the work; and such scaffolding, stages, towers, forms, and equipment as are not owned or rented by the Contractor, the cost of which is included in the cost of the work. This insurance shall not cover any tools owned by mechanics, any tools, equipment, scaffolding, stages, towers, and forms owned by the Contractor, the capital value of which is not included in the cost of the work.

The policy shall be secured in the name of the City of Detroit for the benefit of the Contractor and/or the City, as the City Engineer shall find their respective interests to

appear. The original of the policy shall be filed with the City Engineer for transmittal to the City Controller, who shall retain it until the work has been physically completed and found, by the City Engineer, to be acceptable under the terms of the Contract. The policy shall not be canceled or permitted to expire without the consent of the City Engineer in writing.

The loss, if any, when paid, except such portion or portions thereof which may be applied for loss or damage to the Contractor's temporary plant and equipment, shall be retained by the City as security for the performance by the Contractor of his obligations under the Contract, and shall be released to the Contractor in periodical payments as such performance progresses.

D. Other Insurance: Other types of insurance, if any, shall be in the amounts as fixed in the Special Notice to Bidders. All applicable provisions of this Article shall also apply to such additional insurance.

9. MATERIALS & WORKMANSHIP

Unless otherwise expressly provided in the Contract Drawings or Specifications, the work shall be performed in accordance with the best modern practice with materials and workmanship of the highest quality for the particular purpose. The Engineer shall judge and determine the Contractor's compliance with these requirements.

Where materials, equipment, or articles are specified by a particular brand, or name of a proprietary product, or "approved equal," the Engineer shall decide the question of quality of other materials, equipment, or articles proposed by the Contractor. Materials, equipment, or articles specified by reference to the number of a specific standard, such as an A.S.T.M. Standard, a Federal Specification, or similar standard, shall comply with such standard, except as limited to type, class or grade, or modified in such reference. The Standards referred to, except as modified in the Specifications, shall have full force and effect as though printed in full therein.

The Contractor shall be free to secure the approved materials, equipment, and articles from sources of his own selection. However, if the Engineer finds that the work will be delayed or adversely affected in any way because a selected source of supply cannot furnish a uniform product in sufficient quantity and at the time required, or the product is not suitable for the work, the Engineer shall have the right to require the original source of supply changed by the Contractor. The Contractor shall have no claim for extra cost or damage because of this requirement.

10. INFORMATION BY THE CONTRACTOR

The Contractor shall submit to the Engineer for approval, information concerning the materials, equipment, and articles which he proposes to furnish and the manner or arrangements for incorporating them in the work. This information shall be complete to the extent necessary that the Engineer may intelligently determine if the proposed materials, equipment, articles, manners, and arrangements are acceptable and will meet the Contract requirements. The information shall be in the form and submitted in the manner prescribed in the General Specifications or as directed by the Engineer.

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The information shall be submitted on dates sufficiently in advance of requirements to afford the Engineer ample time to check it, including time for correcting, resubmitting, and recheck, if necessary, and no request for an extension of the Contract time for completion will be granted to the Contractor by reason of his failure in this respect.

Any work done by or for the Contractor prior to the Engineer's required approval of materials, equipment, articles, and their arrangements, based on the information submitted by the Contractor, shall be at the Contractor's own risk and subject to subsequent rejection.

The approval of the Contractor's information covering materials, equipment, articles, manners, and arrangements by the Engineer shall be general and shall not relieve the Contractor from responsibility for adherence to the Contract, nor shall it relieve him of responsibility for any errors which may exist.

11. MEANS AND METHODS OF CONSTRUCTION

Unless otherwise expressly provided in Contract Drawings, Specifications, or Bulletins, the means and methods of construction shall be such as the Contractor may choose; subject, however, to the Engineer's right to prohibit means and methods proposed by the Contractor which in the Engineer's judgment:

- A. Will constitute a hazard to the work, or to persons or property, or violate express requirements of applicable laws or ordinances; or
- B. Will cause unnecessary or unreasonable inconvenience to the public; or
- C. Will not produce finished work in accordance with the requirements of the Contract Documents; or
- D. Will not assure the work to be completed within the time allowed by the Contract.

The Engineer's approval of the Contractor's means or methods of construction, or the Engineer's failure to exercise his right to prohibit such means or methods, shall not relieve the Contractor of his obligation to accomplish the result intended by the Contract; nor shall the exercise of such right to prohibit create a cause of action for damages.

Where the Contract Drawings, Specifications, or Bulletins require the use of specific means or methods of construction, the Contractor shall submit his proposed plan of procedure to the Engineer sufficiently in advance to permit a reasonable time for determining the adequacy and safety of the proposed plan. Failure to so submit the proposed plan within a reasonable time shall not create a cause of action for damages for the resulting delay in the work or be a cause for extension of time by the City for completion of the work.

12. SUPERINTENDENCE BY CONTRACTOR

The work under this Contract shall be under the direct charge and superintendence of the Contractor. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent or general foreman on the work at all times during progress with full authority to act for him. The Contractor shall also provide an adequate staff for the coordination and expediting of his work.

The superintendent and staff shall be satisfactory to the Engineer. The superintendent or general foreman shall not be changed during this Contract except with the written consent of the City Engineer unless the superintendent or general foreman proves unsatisfactory to the Contractor and ceases to be in his employ.

13. EMPLOYEES

The Contractor shall employ only competent, efficient workmen and shall not use on the work any unfit person or one not skilled in the work assigned to him, and shall at all times maintain good order among his employees.

Whenever the Engineer shall inform the Contractor, in writing, that, in his opinion, any employee is unfit, unskilled, disobedient, or is disrupting the orderly progress of the work, such employee shall be removed from the work and shall not again be employed on it.

Neither party shall employ or hire any employee of the other party without the latter's consent.

14. WORKING AREA

The Contractor shall confine his equipment, storage of materials, and construction operations to the area shown on the Contract Drawings or stated in the Specifications, prescribed by ordinance, laws, or permits, or as may be directed by the Engineer, and shall not unreasonably encumber the site or public rights-of-way with his construction equipment, plant or materials.

Such area shall not be deemed for the exclusive use of the Contractor. Other contractors of the City may enter upon and use such portions of the area and for such times as determined necessary by the Engineer for all purposes required by their contracts. The Contractor shall give to such other contractors all reasonable facilities and assistance to the end that the work on this and the other contracts will not be unduly or unreasonably delayed. Any additional grounds desired by the Contractor for his use shall be provided by him at his own cost and expense.

15. OTHER CONTRACTORS

The City of Detroit may award other contracts for additional work on this project, or contiguous thereto, and the Contractor shall fully cooperate with such other contractors and shall coordinate and fit his work to be done hereunder to such additional work as may be directed by the Engineer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor.

If the City Engineer shall determine that Contractor is failing to coordinate or fit his work with the work of other contractors or City forces as directed by him or his authorized representative:

- A. The City shall have the right to withhold payments due hereunder until such time as the Contractor complies; and
- B. The Contractor shall indemnify and hold the City harmless from any and all claims of judgment from damages and from costs and expenses which the City may suffer, incur, or be subjected to by the Contractor's failure to carry out the Engineer's directions; and

- C. The City shall have the right to retain such monies as provided for in Article 33 herein as the City may decide necessary to protect itself with respect to claims which may be made for damages caused by the failure to carry out the Engineer's directions.

Upon receiving written notice from the Contractor that another contractor is failing to coordinate his work with the work under this Contract as directed by the Engineer, the City Engineer will promptly investigate the charge and take such necessary action as the situation may require. However, the City shall not be liable to the Contractor for damages suffered by this Contractor through failure of another contractor to carry out the directions of the Engineer, or by reasons of another contractor's default in performance, as the City makes no warranty as to the responsibility or continued ability of another contractor.

If the Contractor suffers damage by reason of any act or omission of such other contractor, the Contractor shall have no claim against the City, but shall have the right to recover such damages from the other contractor under the provision similar to the following provision which has or will be inserted in the contracts with such other contractors who are or who will be performing work upon the site of the work to be performed hereunder.

Should any other contractor having, or who shall hereafter have, a contract with the City of Detroit for the performance of work upon the site of the work to be performed hereunder, suffer any damage through the act or omission of the Contractor hereunder, or through any act or omission of any subcontractor of the Contractor, the Contractor agrees to reimburse such other contractor for all such damages and hold the City harmless from all such claims.

16. CITY'S RIGHTS TO SUSPEND WORK

The City shall have the right by written order to require the Contractor to suspend the whole or part of the work whenever, in the judgment of the City Officer, such suspension is required:

- A. In the interest of the City generally;
- B. Due to Government controls or orders which make performance of this Contract temporarily impossible or illegal;
- C. To coordinate the work of the various contractors engaged on this project;
- D. To expedite the completion of the entire project even though the completion of this particular Contract may be thereby delayed.

The written order of the City Officer to the Contractor shall state the reasons for suspending work and the anticipated periods for such suspension. Upon receipt of the City Officer's written order, the Contractor shall suspend the work covered by the order and shall take such means and precautions as may be necessary to properly protect the finished and partially finished work, the unused materials, and uninstalled equipment. Work shall not be again resumed on that part of the work ordered suspended until ordered by the City Officer in writing so to do.

No additional compensation shall be paid to the Contractor for such suspension other than:

- A) Extending the time for the completion of the work, as much as it may have been delayed by such suspension, as determined by the City Engineer;
- B) The actual and necessary costs of properly protecting the finished and partially finished work, unused materials, and uninstalled equipment during the period of the ordered suspension as determined by the City Engineer as being beyond the Contract requirements. Such costs, if any, shall be determined on the basis set forth in Article 20 herein.

If the City Engineer does not give the Contractor a written order to resume work within 60 days from the date fixed in the written order to suspend work, then the Contractor shall be entitled to receive any money retained by the City on all work done on the portions ordered delayed. Such money so released will be included in the next succeeding progress payment.

If the City Engineer does not issue the written order to resume work within 90 calendar days from the date fixed in the written order to suspend work, then the Contractor may at any time thereafter notify the City Officer, in writing, with a copy to the City Engineer, of his intention to terminate the Contract within a stipulated time from the date of such notification, which time shall not be less than 30 days, unless the written order to resume work is issued by the City Officer within such stipulated time. If, at the expiration of the time stipulated in the Contractor's written notification, the written order to resume work has not been issued by the City Officer, the Contract will be considered terminated. Final settlement with the Contractor for the work performed will be made in accordance with the provisions of Article 27 herein.

17. USE OF COMPLETED PORTIONS OF WORK

The City may, after written notice by the City Officer to the Contractor, take over and use any completed portion of work prior to the final completion of the entire work included in the Contract, and notwithstanding that the time allowed for final completion has not expired. The Contractor shall not object to, nor interfere in any way with, such occupancy or use after receipt of the City Officer's written notice.

Immediately prior to such occupancy and use, the Engineer will inspect such portion of the work to be taken over and will furnish the Contractor a written statement of the work, if any, still to be done on such part. The Contractor shall promptly thereafter complete such unfinished work to permit occupancy and use on the date specified in the City Officer's written order, unless the Engineer shall permit specific items of work to be finished after the occupancy and use by the City.

The Contractor shall not be responsible for any damage or maintenance costs due directly to the occupancy and use of such part by the City. The period of guarantee, if any, for such portion of the work shall begin on the date of occupancy and use by the City. If the occupancy and use of such portion directly causes a delay in completion of the balance of the work beyond the time allowed for final completion of the entire work, then the Contractor will be allowed an extension of time commensurate with such delay as determined by the City Officer in accordance with the provisions of Article 18 herein.

When the Contract requires that the Contractor provides fire insurance in accordance with Article 8 herein, such insurance shall not be cancelled or reduced in amount by reason of the occupancy and use by the City of any completed portion of the work. The insurance in the full amount as required by the Contract shall be kept in force and at the Contractor's expense until final acceptance of the entire Contract.

18. DELAYS AND EXTENSION OF TIME

An extension of time for completion of the work under the Contract may be granted by the City Officer, subject to conditions of this Article, but only upon the written application of the Contractor.

In general, an extension of time will be granted by the City Officer only if the delay is unavoidable and substantial, not the fault of the Contractor, and could not be reasonably anticipated or adequately guarded against. The Contractor will not be liable for liquidated damages during the period for which time of completion is extended by the City.

A. Grounds for Extension: The Contractor shall be entitled to a reasonable extension of time for unavoidable delay in completion caused solely by:

- 1) Any acts or omissions of the City, its officers, or employees;
- 2) Any acts of other public authority;
- 3) Causes not reasonably foreseeable by the parties at the time of execution of this Contract and which are entirely beyond the control and without the fault or negligence of the Contractor, including, but not limited to, acts of God, or the public enemy, war or other national emergency making performance temporarily impossible or illegal, acts or omission of other contractors, strikes and labor disputes not brought on by any act or omission of the Contractor, fires, floods, epidemics, quarantine restrictions, freight embargoes, weather of unusual severity such as cyclones or tornadoes, or excessive abnormal weather.

B. Concurrent Causes of Delay: The Contractor shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the work as determined by the City Officer, irrespective of the number of the causes contributing to produce the delay. If one of the several causes of delay operating concurrently results from any act, fault, or omission of the Contractor or his sub- contractors or materialmen, and would of itself, irrespective of the current causes, have delayed the work, no extension of time will be allowed for the period resulting from such act, fault, or omission.

C. Delays of Subcontractors or Materialmen: Delays caused by the Contractor's subcontractors or materialmen will, in themselves, not be causes for an extension of time by the City Officer. Such delays to warrant an extension of time must be occasioned by the same causes specified in "A" above, "Grounds for Extension".

D. Delays by Other Contractors: If several contracts are entered into by the City for performance of work on the site of this contract and the specified time of completion of the work under the several contracts is predicated on the work being carried on concurrently, the Contractor will not be entitled to any extensions of time because of necessary interruptions to or suspensions of his work, required to enable the other contractors to perform their work on the site, as such necessary interruptions to or suspension of his work where taken into consideration in fixing the Contract time for completion.

E. Contractor's Application: The Contractor shall submit his written application to the City Engineer within five days from the beginning of the claimed delay, unless the City Engineer should grant additional time if, in his judgment, circumstances so justify, but in any event prior to the Contract date for final completion. Should the delay claimed be for acts or omissions of the City which the City might have rectified or mitigated had the Contractor more promptly submitted his application, the Contractor shall not be entitled to an extension of time for such period of delay as determined by the City Officer resulted from failure of the Contractor to more promptly submit his application. The Contractor's application shall set forth in detail the nature of each alleged cause of delay, the date upon which each such cause of delay began and, if not still continuing, when ended, with the number of days delay attributable to each of such causes. The application shall also give the reason why, in the Contractor's opinion, the delay was unavoidable and beyond his control.

If the Contractor claims that a proposed change in or modification of the Contract will require an extension of time of final completion of the work under the Contract, the Contractor shall submit, as part of his proposal for the proposed change or modification, the extent of additional time required and reasons therefor. Such application will be considered in the same manner as other applications for an extension of time and the determination made by the City Officer will be incorporated in the City Officer's written order, if issued, for the change or modification.

F. City Engineer's Recommendation: The City Engineer will review the Contractor's application and shall ascertain the facts, and the cause and extent of delay and make a recommendation to the City Officer. The City Engineer shall have the authority to request the Contractor to furnish additional information to substantiate any statements or claims made in the application. Failure of the Contractor to promptly and fully furnish the additional information requested shall be deemed a waiver on the part of the Contractor for an extension of time requested. The City Engineer shall be under no obligation, however, to request additional information and may confine his review and base his decision solely on the statements made in the Contractor's original written application.

G. City Officer's Determination: The City Engineer will make a determination based, based on the ascertained facts and the terms of this Contract, if an extension of time is justified, and, if so, will extend the time for completing the work for a period commensurate with the period of excusable delay. The determination made by the City Officer shall be binding and conclusive on the Contractor.

If the City Officer determines that the causes of delay justify an extension of time but the period of such extension can not be simultaneously determined due to the delay still continuing, the City Officer, will extend the time of completion for the delay attributable to such causes, with the proviso that the commensurate period of the extension of time will be later determined when the period of excusable delay can be definitely established. Such extension of time, without the actual period being initially determined, shall in no wise tend to modify or abrogate the Contract provision that time is of the essence, nor permit claim for additional time because of avoidable consequential delays.

H. Permitting Continuation of Work:

Permitting the Contractor to continue with the work after the time fixed in the Contract has expired, or after the time to which such completion may have been extended has expired, or the making of any payments to the Contractor after such time, shall in no wise operate as a waiver on the part of the City of any of its rights under this Contract and shall not in any way release the sureties hereunder.

I. No Damages for Delay: The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission of the City and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work, as provided for herein.

19. CHANGE OR MODIFICATION OF CONTRACT

The City Officer may, from time to time, by written order to the Contractor, change or modify this Contract, provided the general character of the work as a whole is not materially affected thereby. Such changes or modifications shall not invalidate the Contract or the surety bonds, nor relieve or release the Contractor or Surety from any of their respective obligations or liabilities under the Contract or bonds. Drawings in themselves shall not be considered as a written order.

The written order shall be valid only when signed by the City Officer and, in addition, if the change or modification results in an increase of \$1,000 or more in Contract price, the approval of the Common Council has been obtained. The written order shall designate the amount of the adjustment, if any, in the Contract price and stipulate any extension in time for completion of the Contract.

When, in the judgment of the Engineer, circumstances necessitate, but time does not permit the prior determination of the adjustment in the Contract price or in the time of completion, if any, the Engineer shall have authority to issue, on behalf of the City Officer, the required written order, designated as an "emergency order." Such emergency order shall be later confirmed in writing by the City Officer when the adjustment in the Contract price or time of completion, if any, has been determined.

The Engineer shall also have authority to issue a written order on behalf of the City Officer for changes or modifications not involving adjustments in the Contract price or in the time of completion.

20. METHODS FOR DETERMINING ADJUSTMENTS IN CONTRACT PRICE

Adjustments, if any, in the Contract price, either additive or subtractive, by reason of a change or modification in the Contract ordered in writing by the City Officer, shall be limited to the amount stated in the written order. Adjustment in price shall be determined by one or more of the following methods, the City Engineer having the right to select the method or methods used:

A. Lump Sum Amount: By this method, the amount of the adjustment will be the amount of an acceptable lump sum proposal from the Contractor. To facilitate checking and acceptance, the City Engineer shall have the right to require the Contractor's lump sum proposal to be itemized with quantities and prices for the various items.

B. Unit Price: By this method, the amount of the adjustment will be computed by applying acceptable unit prices to the various items. The unit prices may be those for which there are applicable unit prices in the original Proposal, the approved Detailed Estimate, or may be those fixed by subsequent agreement between the City and Contractor.

C. Cost-Plus-Limited Amount: By this method, the amount of adjustment will be determined by (a) the actual, necessary, and reasonable costs directly incurred by the Contractor or subcontractor, plus (b) a fixed percent, and (c) with the total amount limited to the maximum amount stated in the City Officer's written order.

The total amount of the adjustment will be determined as follows:

"Actual Cost" will consist of:

- 1) **Labor:** Being the amount shown on the Contractor's payroll for direct labor used, with payroll taxes or contributions for Unemployment Insurance Compensation and Federal Social Security, etc., added, when same have been incurred. In no case, however, shall the wage rates charged for labor exceed the wage rates paid for the same class of labor employed on the original Contract work; plus
- 2) **Materials:** Being the net cost of materials, including the cost of transportation to the site, as shown by invoices; plus
- 3) **Equipment:** Being the actual cost of equipment rental, or rental value if contractor-owned, but not to exceed the prevailing rentals charged in the Detroit district for equipment of like size and condition, plus the actual incurred costs for necessary supplies and repairs for operating the equipment; plus
- 4) **Insurance:** Being the net additional cost of insurance premiums which are incurred and which are determined from the labor payrolls, limited, however to such types of insurance required by the Contract.

To the total sum of Items 1 through 4 shall be added the following percent:

- 5) **For Work Done by Contractor's Forces:** Fifteen percent as compensation for all other items of expense, including superintendence, use of ordinary tools, general overhead, bonds, and profit.
- 6) **For Work Done by Subcontractor's Forces:** Ten percent of the subcontractor's "actual costs," computed in accordance with Items 1 through 4, as full compensation for all other items of expense and profit of the subcontractor, plus an additional five percent of the subcontractor's "actual costs" as full compensation for all the other items of expense and profit of the Contractor.
- 7) **When Both Extra and Omitted Work:** When the City Engineer's written order involves both extra work and omitted Contract work in a lump sum contract, or a part of a lump sum item in a unit price contract, the difference between the actual cost of the extra work, obtained pursuant to Items 1 through 4, and the estimated net cost, exclusive of overhead and profit, of the omitted Contract work shall be determined. The estimated net cost of the omitted Contract work shall be taken at 87 percent of the total cost shown in the Detailed Estimate or lump sum amount for the item in the Proposal, or, if such is not applicable, by estimate according to Items 1 through 4.

The total adjustment in the Contract price shall then be determined as follows:

- A) **Net Increase:** If the actual cost of the extra work exceeds the estimated net cost of the omitted Contract work, the Contract price shall be increased by the net difference, plus the applicable percent in Items 5 or 6.
- B) **Net Decrease:** If the estimated net cost of the omitted work exceeds the actual cost of the extra work, the Contract price shall be reduced by the net difference, plus five percent of the estimated net cost of the omitted work. When the City's written order involves both extra work and omitted work covered by Contract unit prices, the cost of the extra work shall be determined in accordance with Items 1 through 6 and the cost of the omitted work shall be obtained by Contract unit prices. The adjustment in the Contract price shall be the difference, either additive or subtractive, between the cost of the extra work and the omitted work.
- 8) **Maximum Limit of Cost:** The total amount of the adjustment in the Contract price shall be limited to the maximum amount stated in the City Officer's written order to the Contractor to perform the work. The final amounts that are to be allowed will be as computed pursuant to Items 1 through 7 or the stated maximum amount, whichever is the lesser amount.
- 9) **Records of Costs:** The Contractor and his subcontractors shall keep accurate, complete, daily records of the net actual cost incurred for the extra work performed, and shall present such information in the form and times as directed by the Engineer, as provided for in Article 22 herein.

21. DISPUTED WORK, DETERMINATION, OR ORDER

If the Contractor is of the opinion that (a) the work necessary or required to accomplish the result intended by this Contract, or (b) any work ordered to be done as Contract work by the Engineer, is extra work and no contract work, or (c) any determination or order of the Engineer or City Officer violates the terms and provisions of this Contract, the Contractor shall promptly, either before proceeding with such work or complying with such order or determination, or simultaneously therewith, notify the City Engineer in writing of his contentions with respect thereto and request a final determination thereof.

Such determination of the City Engineer shall be given in writing to the Contractor. If the City Engineer determines that the work in question is extra work and not Contract work, or the determination or order complained of requires performance by the Contractor beyond that required by the Contract or violates the terms and provisions of the Contract, thereupon the City Engineer shall cause either (a) the issuance of a written order by the City covering the extra work as provided for in Article 19 hereof, or (b) the determination or order complained of to be rescinded or so modified so as to not require performance beyond that required by or so as not to be in violation of the terms and provisions of the Contract.

If the City Engineer determines that the work in question is Contract work and not extra work, or that the determination or order complained of does not require performance by the Contractor beyond that required by the Contract or violates the terms and provisions of the Contract, he will direct the Contractor to proceed and the Contractor must promptly comply. However, in order to reserve his right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within five days after receiving the City Engineer's determination and direction, notify the City Engineer in writing that the work is being performed, or that the determination and direction is being complied with, under protest.

If the Contractor fails to so appeal to the City Engineer for a determination or, having so appealed, should the Contractor thus fail to notify the City Engineer in writing of his protest, the Contractor shall be deemed so have waived any claim for extra compensation or damages therefor. No oral appeals or oral protests, no matter to whom made, shall be deemed even substantial compliance with the provisions of this Article.

If the Contractor shall claim to be sustaining damages by reason of any acts or omissions of the City, its officers, or employees, he shall within five days after such acts or omissions occur, notify the City Officer in writing, with a copy to the City Engineer, except that if the claim is of a continuing character and the notice of claim is not given within the five days of its commencement, the claim will be considered only for a period commencing five days prior to the receipt by the City Officer of the notice thereof. Within 30 days after the date of notification, or within such additional time as may be granted in writing by the City Engineer upon the Contractor's written request therefor, the Contractor shall submit to the City Engineer verified detailed statements of the damages sustained together with documentary evidence of such damages. On failure of the Contractor to fully comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist.

In addition to the foregoing statements, the Contractor shall, upon notice from the City Officer, produce for examination at the Contractor's office, by the representatives of the City, all his books of record, showing all of his acts and transactions in connection with or relating to or arising by reason of this Contract. At such examination a duly authorized representative of the Contractor may be present.

Unless the aforesaid statements shall be made and filed within the time aforesaid and the aforesaid records submitted for examination, the City shall be released from all claims arising under, relating to, or by reason of this Contract, except for the sums certified by the City Officer to be due under the provisions of this Contract. It is further stipulated and agreed that no person has power to waive any of the foregoing provisions, and that in any action against the City to recover any sum in excess of the sums certified by the City Officer to be due under or by reason of this Contract, the Contractor must allege in his complaint and prove, at the trial, compliance with the provisions of this section.

In connection with the examination provided for herein, the City Engineer, upon demand therefor, will also produce for inspection by the Contractor such records as the City may have with respect to such disputed work or work performed under protest pursuant to order of the City Officer, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the Contractor's claim.

22. PERFORMANCE OF EXTRA OR DISPUTED WORK

While the Contractor or his subcontractor is performing extra work in accordance with the City Officer's written order, the cost of which is to be determined by method "C" of Article 20 hereof, or is performing disputed work or complying with a determination or order under protest in accordance with Article 21 hereof, in each case the Contractor shall daily furnish the Engineer's representative at the site with three copies of verified statements showing:

- A. The name and number of each workman employed on such work or engaged in complying with such determination or order, the character of work each is doing and the wages paid to him, including the rate and amount of payroll taxes and contributions for Unemployment Insurance and Federal Social Security; and
- B. The nature and quantity of any materials, plant, or construction equipment furnished or used in connection with the performance of such work or in complying with such determination or order, and from whom purchased or rented.

A copy of such statements will be signed by the Engineer's representative, noting thereon any items in question, and will be returned to the Contractor within two working days after submission. This signature shall not be construed as the City's agreement and acceptance of items not questioned since all items are subject to subsequent review and audit by City representatives.

The Contractor, and his subcontractors, when required by the City Officer or the Engineer, must also produce for

inspection and audit by designated City representatives, any and all of his books, vouchers, records, daily job diaries and reports, cancelled checks, etc., showing the nature and quantity of labor, materials, and equipment actually used in the performance of the work, and the amounts expended therefor, and the costs incurred for insurance premiums and other items of expense directly chargeable to such work. The Contractor must permit the City's representatives to make extracts therefrom or copies thereof as may be desired.

Failure of the Contractor to comply strictly with these requirements shall constitute a waiver of all or part of any claim for extra compensation on account of the performance of such work.

23. THE ENGINEER

The work under this Contract shall be under the general supervision and control of the City Engineer and shall be subject to his determination, direction, and approval, except where the determination, direction, or approval of someone other than the City Engineer is expressly called for herein.

Without implying any limitation upon the power of the City Engineer, and in addition to those matters elsewhere delegated to the City Engineer and expressly made subject to his determination, direction, or approval, the City Engineer shall have the authority and power:

- A. To determine the amount, kind, quality and acceptability of the work to be paid for hereunder, and to reject such work which does not conform to Contract requirements;
- B. To determine all questions in relation to the work, to interpret the Contract Drawings, Specifications, and Bulletins, and to resolve all patent inconsistencies or ambiguities therein;
- C. To amplify the Contract Drawings and Specifications, add explanatory information and furnish Supplemental Drawings and Specifications consistent with the intent of these Contract Documents;
- D. To make changes in the work as he deems necessary provided that such changes do not result in a net change in the cost to the City or the Contractor of work to be done under the Contract or increase the time required for completion;
- E. To determine the adequacy of the Contractor's construction methods, plant, and facilities;
- F. To require the application of the Contractor's forces to any portion of the work, or the forces increased or diminished, or the work temporarily stopped when, in his judgment, such may be necessary to assure proper performance of the Contract;
- G. To determine how the work of this Contract shall be coordinated with the work of other contractors engaged simultaneously on the project of which this Contract is a part, including the power to temporarily stop the work.

The City Engineer, or any of his representatives have no power to change or modify any of the terms and provisions of this Contract in any respect.

A. **City Engineer's Representatives:** Where the contract Documents expressly provide that certain determinations, directions, or approvals shall be made by the "City Engineer", this shall mean by the City Engineer of the City of Detroit acting personally or, in his absence, by the duly acting City Engineer.

When the Contract Documents provide that the determinations, directions, or approvals shall be made by the "Engineer", this shall mean by the City Engineer acting directly or through duly authorized representatives acting within the limit of authority delegated to them. Any determination, direction, or approval of such authorized representatives shall be subject to review by the City Engineer.

B. **Field Engineer:** The Field Engineer shall be the authorized representative of the City Engineer at the site of the work, and, subject to the review by the City Engineer, shall have the power, in the first instance, to inspect, supervise, and control the performance of the work. The Field Engineer shall not have the power to issue an extra work order, other than an "emergency order" in accordance with Article 19 herein, and performance of such work by the Contractor on order of the Field Engineer without thereafter obtaining written confirmation thereof from the City Officer in accordance with the provisions of Article 19 hereof, shall constitute a waiver of any right to extra compensation therefor. The Field Engineer has no power to change or modify the terms and provisions of this Contract in any respect.

C. **City Engineer's Final Determinations:** The City Engineer's determinations shall be final relative to the proper performance of the work and the materials used, and the Contractor is bound thereby.

It is hereby covenanted and agreed between the two parties of this Contract that the City Engineer shall review and determine all disputes, controversies, or claims of either party in relation to this Contract or its performance. Such determination shall be made in writing by the City Engineer within a reasonable time and shall be final and conclusive upon both the Contractor and the City. It is further covenanted and agreed between the two parties to this Contract that the determination by the City Engineer shall be a condition precedent to the right of any legal action at law or in equity that either party may have against the other.

24. INSPECTION AND TESTS

During the progress of the work and up to the date of final acceptance, all materials, equipment, and workmanship shall be subject to such inspections and tests by the Engineer, inspectors, or his agents as will give due assurance that all Contract requirements are being fulfilled in all respects. However, neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Engineer, inspectors, or his agents shall relieve the Contractor of full responsibility for materials or equipment furnished, or work performed not in strict accordance with the Contract requirements.

The Contractor shall at all times afford the City's representatives every reasonable, safe, and proper facility, furnish promptly all materials reasonably necessary for testing, and give all necessary information and assistance for inspection and tests of the work done or being done at the site, and also at the places where materials and equipment for the work are being manufactured or prepared. Such inspections and tests by the City's representatives will be performed in such manner as not to delay the work unnecessarily.

A. **Required Inspections:** Where the Contract Specifications, laws, ordinances, permits, licenses, or the Engineer's instructions require certain work to be specifically inspected, tested, or approved, the Contractor shall give the Engineer timely notice of its readiness for such inspection, test, or approval. If the inspection, test or approval is by others than the Engineer or his inspectors, the Contractor shall give the Engineer sufficient advance notice so that the Engineer, in turn, may make the arrangements with others for the required inspection, tests, or approval. The inspections and tests will be promptly made after a reasonable advance notice.

B. **Inspection and Tests Away from Site:** Where the Contract Specifications expressly provide for inspection, test, or acceptance of specific materials or equipment, or where the quantities justify, at the place of production, manufacture, or shipment, the Contractor shall give the Engineer ample advance notice to permit such inspection, test, or acceptance. The Contractor shall furnish the Engineer with copies of the purchase orders, shop orders, and such other information as necessary to acquaint the Engineer with the location and intended use of the material or equipment. The Contractor shall make all necessary arrangements with the producers or manufacturers to enable the City's representatives to make the required test, inspection, or acceptance.

Inspections, tests, or acceptance at the place of production, manufacture, or shipment, unless otherwise stated in the Contract Specifications, shall be final, except as regards (a) latent defects, (b) departure from specific Contract requirements, (c) damage or loss in transit, or (d) fraud or such gross mistakes as amount to fraud. Subject to the requirement contained in the preceding sentence, the inspection and test of materials, equipment, and workmanship for final acceptance as a whole or in part will be made at the site.

C. **Rejection of Defective Materials and Workmanship:** The Engineer, inspectors, or his agents shall have the authority to reject defective materials, equipment, or workmanship or require correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected materials or equipment shall be segregated and promptly removed from the site and replaced with proper materials or equipment.

If the Contractor fails to promptly proceed with the replacement of rejected material or equipment and/or the correction of defective workmanship, the City may, by contract or otherwise, replace such material or equipment and/or correct such workmanship and charge the cost thereof against the Contractor, or may terminate the Contractor's right to proceed as provided in Article 26 herein, the Contractor and Surety being liable for any damage to the same extent as provided in said Article 26 for termination thereunder.

D. Examination of Completed Work: If at any time before final acceptance of the entire work, the Engineer should require an examination of work already completed, by removing or tearing it out, the Contractor shall furnish all necessary facilities, labor and materials. If the Engineer finds the work to be defective or nonconforming in any material respect, due to the fault of the Contractor or his subcontractors, the Contractor shall stand all the expense of such examination, the satisfactory reconstruction of the work, and for any resulting delay. However, if the work is found by the Engineer to meet the Contract requirements, the additional work imposed on the Contractor shall be considered an item of extra work to be paid for in accordance with Article 20, hereof, and if the completion of the work of the entire Contract has been delayed thereby, the Contractor shall be granted a suitable extension of time on account of the extra work involved.

However, if the Contractor is required to remove or tear out completed work for examination due to the Contractor's failure to give timely notice to the Engineer of the readiness for such examination, the Contractor shall stand all expenses even though the work is found to meet Contract requirements.

E. Cost of test: Inspections and tests made by the Engineer, inspectors, or his agents will ordinarily be made without cost to the Contractor unless otherwise expressly specified herein. The Contractor shall furnish without additional cost to the City such materials for testing as may be reasonably necessary.

Should, however, the preparation or manufacture of the materials or equipment be at fair distant or inaccessible points, or should it be separated into unreasonably small quantities, or widely distributed to an unreasonable extent, or should the percentage of rejected material or equipment be unreasonably large, the additional cost of such inspection and tests resulting therefrom shall be borne by the Contractor. The City Engineer shall judge what is extra inspection and shall determine the additional cost incurred thereby.

25. NO ESTOPPEL

The City of Detroit, or any officer, employee or agent thereof, shall not be estopped, bound, or precluded by any determination, return, decision, approval, order, letter, payment or certificate made or given by the Engineer or other officer, employee or agent of the City, at any time, either before or after final completion and acceptance of the work and payment therefor from:

A. Showing the true and correct amount, classification, quality, and character of the work done and materials furnished by the Contractor or any other person under this Contract, or from showing at any time that any determination, return, decision, approval, order, letter, payment, or certificate is untrue and incorrect, or improperly made in any particular, or that the work or the materials or any parts thereof, do not in fact conform to the Contract requirements; and

B. From demanding the recovery from the Contractor of any overpayment made to him, or such damages as the City of Detroit may sustain by reason of his failure to perform each and every part of this Contract in strict accordance with

its terms; or both.

26. CITY'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT

A. Conditions for Declaring Contractor in Default: In addition to those instances referred to in other Articles herein, the City shall have the right to declare the Contractor in default of the whole or any part of the work if:

- a) The Contractor fails to begin work in accordance with the written notice of the City Engineer, acting on behalf of the City.
- b) The Contractor refuses, neglects, or fails to supply a sufficiency of properly skilled workmen or proper amount of materials of the specified quality.
- c) The Contractor, without just cause, reduces his working force to a number which, if maintained, would be insufficient, in the judgment of the City Engineer, to complete the work in accordance with the approved Progress Schedule, and fails to sufficiently increase such working force when ordered to do so by the City Engineer.
- d) The Contractor, in the judgment of the City Engineer, is unnecessarily or unreasonably or willfully delaying the performance and completion of the work, or the awarding of necessary subcontracts, or the placing of material or equipment orders.
- e) The Contractor refuses to proceed with work when and as directed by City Engineer.
- f) The Contractor abandons the work.
- g) The City Engineer be of the opinion that the work can not be completed within the time herein provided or within such time as the completion may have been extended; provided, however, that the impossibility of timely completion is, in the City Engineer's judgment, attributable to conditions within the Contractor's control.
- h) The work is not completed within the time herein provided or within the time to which the Contractor may be entitled to have such completion extended.
- i) The Contractor shall sublet, assign, transfer, convey, or otherwise dispose of the Contract in whole or in part without prior approval of the City.
- j) Contractor fails to make prompt payment for labor/materials or to subcontractors.
- k) The Contractor makes an assignment for the benefit of creditors pursuant to the statutes of the State of Michigan.
- l) A receiver or receivers are appointed to take charge of Contractor's property or affairs.
- m) The Contractor becomes insolvent.

n) Any City Officer or employee becomes directly or indirectly interested in the Contract.

o) The Contractor willfully or in bad faith violates any of the provisions of this Contract, disregards applicable laws, ordinances, permits, licenses, instructions or orders of the Engineer or the City Officer, or is not executing same in good faith in accordance with the Contract provisions.

p) The Contractor, or any of his subcontractors, fail in any of the agreements herein contained.

B. Notice of Intent to Declare Contractor in Default: Before the City shall exercise its right to declare the Contractor in default by reasons of conditions set forth in Sub-Article "A" hereof, the City Officer will give the Contractor and the Surety written notice of the City's intent and the ground or grounds thereof, and designate a time, which may be within two days, at which the Contractor will be given an opportunity to be heard.

C. Exercise of Right to Declare Contractor in Default: If the City Officer finds the Contractor in default for any of the grounds specified or referred to in Sub-Article "A" hereof, he will declare the Contract in default by a written notice to the Contractor and Surety, signed by the City Officer, setting forth the grounds for such default.

In lieu of the above, the City Officer may decide, but is under no obligation to do so, to allow the Contractor a specific number of calendar days, but usually not more than ten, to take such remedial measures to make arrangements satisfactory to the City Officer to remove or eliminate the ground or grounds for declaring default.

D. Quitting the Site: Upon receipt of such notice the Contractor shall immediately discontinue all further operations upon this Contract and shall immediately quit the site, leaving untouched and intact all plant, materials, equipment, tools, supplies, and other construction facilities then on the site.

E. Completion of the Work after Default: The City, after declaring the Contract in default, may then have the work completed by such means and in such manner, by contract with or without public letting, or otherwise, as the City may deem advisable, utilizing for such purpose such of the Contractor's plant, materials, equipment, tools, supplies, and other construction facilities remaining on the site, and also such subcontractors and materialmen as may be deemed advisable.

F. Partial Default: If the City Officer finds the Contractor in default on only a part of the work, the City Engineer shall so declare the Contractor in default as to that part only, by sending a written notice to the Contractor and the Surety. Upon receipt of such notice the Contractor shall discontinue such part which is declared in default, and shall continue to perform the remainder of the work in strict conformity with the terms of the Contract, and shall in no wise hinder or interfere with any other contractors or persons whom the City may engage to complete the work as to which the Contractor was declared in default.

The provisions of this article herein relating to declaring the Contractor in default as to the entire work shall be equally applicable to a declaration of partial default, except that the City shall be entitled to utilize for completion of the part of the work as to which the Contractor was declared in default, only such plant, materials, equipment, tools, supplies, and other construction facilities as had been previously used or were intended to be used by the Contractor on such part.

G. Variance of Contract in Performance of Uncompleted Work: In completing the whole or any part of the work which the City Officer has declared in default, the City shall have the right to depart from or change or vary the terms and provisions of this Contract, provided, however, that such departure, change, or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change, or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the Engineer's final estimate of the cost of completion referred to in Article 8 of the Agreement, nor shall it constitute a defense for action to recover the amount by which such certificate exceeds the amount which would have been payable to the Contractor hereunder but for his default.

H. Contractor's Liability for Cost of Completing Work: The Contractor shall not be entitled to receive any further payments on the work declared in default until such work has been fully completed. After such completion, the City Engineer shall make a certified statement of the expense incurred by the City in such completion, which shall include the cost of re-letting the Contract, additional engineering and administrative services, and also the total amount of liquidated damages, if any, at the rate stipulated herein, from the date when the work should have been completed by the Contractor in accordance with the terms hereof to the date of actual completion of the work.

In event the amount of work required for completion has been reduced in accordance with the provisions of Sub-Article "G", herein, the estimated cost of the original work shall be estimated by the City Engineer and the Contract price adjusted accordingly.

Such certificate shall be binding and conclusive upon the Contractor, his surety, and any person claiming under the Contract, as to the amount thereof. The expense of such completion, as certified to by the City Engineer, shall be charged against and deducted out of such monies as would have been payable to the Contractor if he had completed the work. The balance of such monies, if any, subject to other provisions of this Contract, will be paid to the Contractor without interest after such completion. Should the expense of such completion, so certified by the City Engineer, exceed the total sum which would have been payable under this Contract if the Contract had been completed by the Contractor, any such excess shall be paid by the Contractor to the City on demand.

Other Remedies: The previous provisions outlined herein shall be in addition to any and all other legal or equitable remedies, permissible in the premises.

27. TERMINATION OF CONTRACT DUE TO SPECIAL EMERGENCY

In entering into this Contract, it is clearly understood and recognized by both parties that conditions may subsequently

arise, due to Governmental controls on construction or Court orders which are entirely beyond the control of either party and could not have been reasonably anticipated or guarded against by either party and could not have been reasonably anticipated or guarded against by either party at the time of entering into this Contract, that may hinder, delay, or render temporarily impossible the performance of this Contract in accordance with its terms and conditions.

It is therefore, mutually understood and agreed, anything elsewhere contained in the Contract notwithstanding that if the Contractor shall be specifically prevented by any Federal law, order, or regulation, or stopped by order or injunction issued by a Court of proper jurisdiction, from proceeding with the performance of this Contract, the following procedure shall govern:

The contractor shall notify, in writing, the City Officer and City Engineer, of his inability to continue to perform stating in full the cause therefor and the probable duration of such inability, and why, in his opinion, the cause is entirely beyond his control.

If it is determined, in the judgment of the City Engineer, that the cause of the Contractor's inability to continue to perform arose after the Contract was entered into, and is due solely because of Government controls on construction which specifically apply to the work to be done under this contract, or by a Court order or injunction, and is entirely beyond the control of the Contractor, the City shall have a period of 120 days, or longer by mutual consent of the parties, after receipt of the Contractor's notification to:

- A. If lawfully within its power, remove or have removed the cause which prevents performance.
- B. Make changes in the work or the conditions under which it must be done, pursuant to Article 19 herein, which will permit performance by the Contractor.

If and when the cause preventing performance has been removed, the time for completion shall be extended by the City Officer, in accordance with the provisions of Article 18 herein, commensurate with the time the Contractor was unable to perform the Contract.

If at the end of 120 days or the longer period mutually agreed to, the cause of inability to perform the Contract has not been removed, the Contract shall be considered terminated by written notice of either of the parties hereto to the other. The Contract may also be terminated prior to the 120 days by mutual consent of the parties.

If the Contract should be terminated, it is the City's intent that an equitable settlement be made with the Contractor. No claim, however, for damages or anticipated profits shall be made or allowed. All completed or partially completed work will be paid for at Contract unit prices, or at unit prices contained in the approved Detailed Estimate when, in the judgment of the City Engineer, such unit prices are deemed applicable. For any necessary work required by the Contract deemed by the City Engineer as not compensated for by applicable unit prices, the Contractor shall be paid the actual costs incurred by him, plus 15 percent to cover superintendence, use of ordinary tools, bonds, overhead expense and profit. "Actual costs" as herein used, shall be

determined in accordance with Article 20C herein. The payment shall be made under the terms and conditions governing final payment as provided for in "Acceptance and Final Payment" of the Agreement.

28. SUBCONTRACTS

The Contractor shall not make any subcontracts for performing any portion of the work included in the Contract without the written approval of the Engineer. This Contract having been made pursuant to the bid submitted by the Contractor and in reliance upon the Contractor's personal qualifications and responsibility, the City reserves the right to withhold approval of subcontracting such portions of the work which the City may deem would not be in the City's best interest.

The Contractor shall, as soon as practical after signing the Contract, submit a separate written request to Engineer for approval of each proposed subcontractor. Each request shall be on the forms provided by the Engineer and shall give the name and address of the proposed subcontractor, the portion and the approximate cost of the work to be sublet, and evidence of insurance coverage carried by the proposed subcontractor. Upon request of the Engineer, the Contractor shall promptly furnish such additional information tending to establish that the proposed subcontractor has the necessary facilities, skill, integrity, past experience, and financial resources to perform the work in accordance with the terms and conditions of this Contract.

If the Engineer determines that the proposed subcontractor is acceptable to the City, he will so indicate his approval by signing and returning one copy of the form to the Contractor. If the determination is to the contrary, however, the City Engineer will so notify the Contractor, who may thereupon submit another proposed subcontractor unless the Contractor decides to do the work himself.

Each subcontract entered into shall provide that the provisions of this Contract shall apply to such subcontractor and his officers and employees in all respects as if he and they were employees of the Contractor. The Engineer's approval of any subcontractor shall not relieve the Contractor of any of his responsibilities, duties, and liabilities hereunder. The Contractor shall be solely responsible to the City for the acts or defaults of his subcontractor and of such sub-contractor's officers, agents, and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of his subcontract.

The Contractor agrees to bind each subcontractor, and each subcontractor agrees to be bound by the terms of the Contract Documents insofar as applicable to his work. The Contractor and each subcontractor jointly and severally agree that no approval by the City of any proposed subcontractor, nor any subcontract, nor anything in the Contract Documents shall create or be deemed to create any rights in favor of a subcontractor and against the City, nor shall be deemed or construed to impose upon the City any obligation, liability, or duty to a subcontractor, or to create any contractual relation whatsoever between a subcontractor and the City.

The provisions contained herein shall likewise apply to subletting of any portion of the work included in a previously approved subcontract.

29. ASSIGNMENTS

The Contractor shall not assign, transfer, convey, or otherwise dispose of this Contract, or his right to execute it, or his right, title or interest in it or any part thereof without the previous written consent of the Surety Company and the written approval of the City Officer, and then only with the prior approval of the City Council. The City Officer will ordinarily not favorably consider an assignment, transfer, or conveyance of the Contract unless an exigency occurs which was not known or could not have been foreseen by the Contractor at the time of bidding, or which is not judged to be in the best interest of the City.

The Contractor shall not assign, either legally or equitably, by power of attorney or otherwise, any of the monies due or to become due under this Contract or his claim thereto without the prior written consent of the Surety Company and the written approval of the City Officer and the Finance Department.

The approval by the City Officer of a particular assignment, transfer, or conveyance shall not dispense with such approval to any further or other assignments.

The approval of the City Officer of any assignment, transfer, or conveyance shall not operate to release the Contractor or Surety hereunder from any of the Contract obligations.

30. CLAIMS AGAINST CITY AND ACTION THEREON

No claim against the City for damages for breach of contract or compensation for extra work shall be made or asserted in any action or proceedings at law or in equity, unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and information with respect to such claims all as hereinbefore provided.

31. NO CLAIMS AGAINST THE CITY ENGINEERS, EMPLOYEES, OR AGENTS:

No claim whatsoever shall be made by Contractor against any officer, employee, or agent of the City of Detroit for, or on account of, anything done or omitted to be done in connection with this Contract.

32. PATENTS:

The Contractor shall pay all royalties and license fees and shall hold and save the City and its officers, employees, and agents harmless from all liability of any nature or kind, including cost and expenses, for, or account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in Contract Documents. In this respect the Contractor shall defend all suits or claims for infringement of any patent or license right.

In the event that any claim, suit, or action at law or in equity of any kind, whatsoever, is brought against the City, or its officers, employees, or agents, involving any such patents or license rights, then the City shall have the right to, and may, retain from any money due or to become due to the Contractor, such sufficient sum as is considered necessary to

protect said City, or its officers, employees, or agents against loss, and such sum may be retained by the City until such claim or suit shall have been settled and satisfactory evidence to that effect shall have been furnished the City.

33. MONIES RETAINED AGAINST CLAIMS

If any claim shall be made by any person, firm, or corporation, including other contractors with the City on this project, against the City, or against the Contractor and the City for:

- a) Alleged loss, damage, or injury of the nature referred to in Article 5 hereof which, in the opinion of the Corporation Counsel, may not be covered by the public liability, property damage or contingent liability insurance policies, or, which, together with previously filed claims is in excess of the amount payable under such policies; or
- b) All infringement of patents or use of patented articles, tools, or other things, as referred to in Article 32 hereof; or
- c) Damage claimed to have been caused directly or indirectly by the failure of the Contractor to perform the work in strict accordance with this Contract;

the amount of such claim or so much thereof as the City Officer may deem necessary, may be withheld by the City, as security against such claim, from any money due hereunder, until such time as the commencement of an action thereon would be barred by law or until final adjudication of such action by a court of competent jurisdiction. The Corporation Counsel, in his discretion, may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld.

If no action is commenced upon such claim within a time limited therefor by law, the City, upon written demand of the Contractor and approval by the Corporation Counsel, shall return the amount so withheld without interest.

If any action on such claim is timely commenced and the liability of the City, or the Contractor, or both, shall have been established therein by final judgment of a court of competent jurisdiction, or if such claim shall be admitted by the Contractor to be valid, the City shall pay such judgment or admitted claim out of the monies retained by the City under the provisions of this Article, and return the balance, if any, without interest to the Contractor.

34. PAYMENTS WITHHELD

In addition to express provisions elsewhere contained in the Contract, the City may withhold from any payment otherwise due the Contractor, such amount as determined necessary to protect the City's interest, or, if it so elects, may withhold or nullify the whole of any progress payment, on account of:

- a) Unsatisfactory progress of the work not caused by conditions beyond the Contractor's control
- b) Defective work not corrected.
- c) Contractor's failure to carry out instructions or order of the Engineer or the City Engineer.

- d) Claims filed or reasonable evidence of probable filing of claims against the contractor.
- e) Damage to another contractor.
- f) A reasonable doubt that the Contract can be completed for the balance then unpaid.
- g) Failure of the Contractor to make proper payments to subcontractors or for materials or labor.

SERVICE OF NOTICES

The following addresses are hereby designated as places where all notices, directions, or other communication may be delivered, or to which they must be mailed:

Contractor: The business address designated in his proposal, or his office maintained at the site of the work.

City: The address of the City Officer stated in the Special Notice to Bidders as acting on behalf of the City of Detroit in this Contract.

City Engineer: The address stated in the Advertisement.

Surety or Sureties on Contract Bonds: The home office, or to the agent or agents who executed the bonds on behalf of the Surety or Sureties.

Actual delivery of any such notice, direction, or communication to the aforesaid places, or depositing it in a postpaid wrapper addressed thereto in any post office box regularly maintained by the United States Post Office Department shall be conclusively deemed to be sufficient service thereof upon the above persons as of the date of such delivery or deposit.

The above address may be changed at any time by an instrument in writing executed and acknowledged by the party changing the address and delivered to the other party or parties.

Nothing herein contained shall, however, be deemed to preclude or tender inoperative the service of any notice, direction, or communication upon the above parties personally, or, if the Contractor be a corporation, upon any officer or director thereof.

36. FAIR EMPLOYMENT PRACTICES

The contractor agrees that he will not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his age, except when based on a bona fide occupation qualification or because of his race, color, religion, national origin or ancestry. (Act No. 251 P.A. 1955, as amended).

The Contractor further agrees that he will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to age, sex, race, creed, color or national origin. Affirmative action shall mean: 1) The issuance of a statement of policy regarding equal employment opportunity and its

communication to all personnel involved in recruitment, hiring, training, assignment and promotion; 2) Notification of all employment sources of company policy and active efforts to review the qualifications of all applicants regardless of age, sex, race, creed, color or national origin; 3) Recruiting in the minority group community for employees; and 4) Establishing an internal system of reporting concerning equal employment, recruiting, hiring, upgrading and the like. (City of Detroit Ordinance No. 206-G)

The Contractor shall not discriminate against an employee or applicant for employment to be employed in the performance of this contract with respect to his hire; tenure, terms, conditions, or privileges of employment because of any physical limitation. This provision shall not apply if such physical limitation prevents the employee or applicant from performing the work involved, or would place the employer in violation of any law or regulation relating to the safety of employees or others or would require extraordinary action on the part of the employer. (City of Detroit Ordinance 206-G and 851-G)

Breach of these covenants may be regarded as a material breach of the contract.

The contractor further agrees that he will require a similar covenant on the part of any subcontractor employed in the performance of this contract.

37. DETROIT INCOME TAX

The Contractor and each subcontractor shall comply with the provisions of Detroit Income Tax Ordinance No. 694-F, as amended to date, by withholding from employees' earnings such amounts as required by the Ordinance.

As a condition precedent to final payment under the Contract, in addition to the requirements of Article 8B of the Agreement, the Contractor shall file with and on forms provided by the Engineer, an affidavit for himself and one for each subcontractor that the required amounts have been withheld from employees' earnings and that such amounts have or will be paid to the City of Detroit in accordance with the above Ordinance.

38. UNLAWFUL PROVISIONS DEEMED STRICKEN

If this Contract contains any unlawful provisions not an essential part of the Contract and which shall not appear to have been a controlling or material inducement to the making thereof, such unlawful provisions shall be of no effect. Upon the application of either party, the unlawful part shall be considered stricken from Contract without affecting remainder of Contract.

39. ALL LEGAL PROVISIONS INCLUDED

It is the intent and agreement of the parties to this Contract that all legal provisions of law required to be inserted herein, shall be and are inserted herein. However, if through mistake or otherwise, any such provision is not herein inserted, or is not inserted in proper form, then upon application of either party, the Contract shall be amended so as to strictly comply with the law and without prejudice to the rights of either party hereunder.

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.