

CPA: TBD

**CONTRACT FOR PW- 7035A
2021 HMA SPEED HUMPS AT VARIOUS LOCATIONS IN THE
CITY OF DETROIT**

**CENTURY CEMENT COMPANY
12670 SIBLEY ROAD
RIVERVIEW, MI 48193
\$4,118,500.00**

TABLE OF CONTENTS
PW-7035A
SECTION I

DIVISION

SPECIAL NOTICE TO BIDDERS
STANDARD INSTRUCTIONS TO BIDDERS

PROPOSAL

PART I – BASE BID
PART II - CONDITIONS
PART III – NAME, ADDRESS, LEGAL STATUS AND SIGNATURE OF BIDDER
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
UNIT PRICE SCHEDULE
AGREEMENT
CORPORATION CERTIFICATE OF AUTHORITY
COVID-19 SAFE WORKPLACE STANDARDS FOR ESSENTIAL
CONSTRUCTION CONTRACTS PURCHASED BY THE CITY OF DETROIT
BID BOND
PERFORMANCE BOND
PAYMENT BOND
EXECUTIVE ORDER 2016-1
EXECUTIVE ORDER 2014-5
CERTIFIED PAYROLL
GENERAL CONDITIONS
POST-BID ADDENDUM #1

SECTION II

City of Detroit – Standard Specifications for Paving and Related Construction
(Issued Separately, **dated March 2009**)

Michigan Department of Transportation - 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.

SECTION III

Drawings and Special Provisions
City of Detroit – Street & Alley Paving-Standard Plans (Issued Separately, dated **March 2009**)

SPECIAL NOTICE TO BIDDERS

1. GENERAL PURPOSE

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

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

2. DESCRIPTION OF WORK

The work includes installation of 4,000 speed humps on streets at various locations in the City of Detroit. The work will typically consist of cold milling, HMA paving, and pavement marking.

3. BITUMINOUS MATERIAL PLANT

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

4. MATERIAL STORAGE YARDS

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

5. CONTRACT DOCUMENTS

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

Section I contains the Standard Contract Forms.

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

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

6. SPECIAL FORMS

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

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

SPECIAL NOTICE TO BIDDERS

Agreement Signature Page
Acknowledgment - City
Acknowledgment - Corporation
Acknowledgment - Sole Proprietorship or Partnership
Resolution of Corporate Authority
Certificate of Partnership Authority

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

7. HUMAN RIGHTS

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

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

8. CONTRACTOR AUTHORITY TO START WORK

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

9. INDEPENDENT CONTRACTOR

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

10. WAIVER

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

11. AUDIT

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

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

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

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

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

SPECIAL NOTICE TO BIDDERS**13. TERMINATION FOR CONVENIENCE**

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

14. RIGHTS, REMEDIES AND JURISDICTION

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

15. COMPARABLE OR EQUIVALENT TERMS

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

16. BASIS OF PROPOSAL

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

17. CITY OFFICER

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

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

SPECIAL NOTICE TO BIDDERS

18. BOND REQUIREMENTS

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

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

19. INSURANCE

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

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

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

SPECIAL NOTICE TO BIDDERS

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

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

19. INSURANCE (Continued)

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

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

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

SPECIAL NOTICE TO BIDDERS

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

Fire Insurance - Not Required.

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

20A. TIME OF STARTING AND COMPLETING WORK

Within 10 calendar days after the Contract is signed by the Director - Purchasing Division, the City Engineering Division will issue a written notice to the Contractor to start work at the site. The Contractor shall, thereafter, carry on his operations, in accordance with the provisions of Article 3 of the Agreement, so that the entire work will be fully completed within a total of **180 consecutive calendar days** from and including the date stipulated for work to start.

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

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

- A) It is contemplated that all work will be completed during the **2021** 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 **2021** shall be such that:
- B) When no further work can be done in the Fall of **2021** 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 **2022**.
- C) Work shall be resumed in the Spring of **2022** on a date ordered or approved in writing by the City Engineer and shall, thereafter, be fully completed within the number of calendar days remaining from the stipulated total of **180 days**. **The contract will terminate on 12/31/2023.**

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

20B. OTHER CONTRACTS

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

SPECIAL NOTICE TO BIDDERS

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

21. ALLEY CLOSINGS

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

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

22. LIQUIDATED DAMAGES

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

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

23. CONTRACT PAYMENTS

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

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

24. FEDERAL REGULATIONS

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

SPECIAL NOTICE TO BIDDERS**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

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

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

"No portion of the work may be sublet without the prior written approval of the City. Subcontracting of contract items may be permitted after a review of the

SPECIAL NOTICE TO BIDDERS

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

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

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

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

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

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

SPECIAL NOTICE TO BIDDERS

enforcement of the foregoing covenants against discrimination against itself or its subcontractors.

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

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

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

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

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

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

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

SPECIAL NOTICE TO BIDDERS

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:

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

SPECIAL NOTICE TO BIDDERS

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

Federal References

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

City References

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

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

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

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

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

SPECIAL NOTICE TO BIDDERS

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

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

In excess of eight hours per day - Monday thru Friday

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

26A. CHANGES TO GENERAL SPECIFICATIONS

Article II - "Maintaining Traffic"

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

Add the following paragraph:

C. Specific Requirements

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

26B. CHANGES TO SUPPLEMENTAL GENERAL SPECIFICATIONS

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

CHANGES TO DETAILED SPECIFICATIONS

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

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

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

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

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

SPECIAL NOTICE TO BIDDERS

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

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

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

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

26C. ADDITIONS TO DETAILED SPECIFICATIONS

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

Progress of work
Coordination Clause
COD Special Provisions 201801
Limitations of Operations
Special Provision for Maintaining Traffic
Utility Coordination
Specification for Speed Humps, HMA
MDOT 83SP811C_Polyurea
Working Area and Project Cleanup
HMA Speed Hump Details

27. PRE-PERFORMANCE CONFERENCE

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

28. SUBCONTRACTS

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

SPECIAL NOTICE TO BIDDERS**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

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

32. WORKING AREA

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

1. Prior to starting the work, the Contractor shall prepare and submit to the Engineer a drawing indicating the limits of the work area required for his operations and said area is not to exceed twenty-five (25) feet beyond the existing curb of the street. The work area shall be

SPECIAL NOTICE TO BIDDERS

sufficient for storage of materials and supplies, for hauling of materials and for parking of his employees' cars.

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

33. AFFIRMATIVE ACTION - INFORMATION TO BIDDERS

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

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

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

A. Contracts Under \$100,000

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

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

B. Contracts Over \$100,000

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

A minority contractor organization located in this area is:

SPECIAL NOTICE TO BIDDERS

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

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

34. SECTION 3 CLAUSE "Not Used"

35. AUDIT ACCESS

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

36. COMPLIANCE WITH CLEAN AIR AND WATER ACTS

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

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

37. RETAINAGE REQUIREMENT STATE ACT 524 OF 1980

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

- A. As provided in the Act, the following persons are hereby designated to receive and submit, respectively, the requests for progress payments:
 - 1. For the City: Engineer of Inspection
- B. The following person is hereby designated as the "Architect or Professional Engineer": City Engineer, City Engineering Division - DPW
- C. The City shall retain a portion of the progress payments otherwise due to the Contractor (The "Retainage") as follows:
 - 1. The City shall retain ten percent (10%) of the dollar value of all work in place until work is fifty percent (50%) in place;

SPECIAL NOTICE TO BIDDERS

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.

- 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.

SPECIAL NOTICE TO BIDDERS**38. COVID-19 WORKPLACE SAFETY PLAN**

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

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

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

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

39. SUBCONTRACTOR UTILIZATION (EXECUTIVE ORDER NO. 4)

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

40. PROMPT PAYMENT

The individual responsible for accepting performance under this contract is:

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

The contact person from whom payment should be requested is:

Vicky Bashkatova, Accountant III
Office of Departmental Financial Services, Office of the Chief Financial Officer
313-221-2526 Telephone
bashkatovav@detroitmi.gov

41. INVOICING

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

SPECIAL NOTICE TO BIDDERS

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

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

For: DPW-City Engineering Division (or other applicable Dept/Div)

Date of invoice

Time period of service (s) provided (if applicable)

Contractor's/Vendor's Federal ID Number

Valid Purchase Order Number (CPO/SPO number (s) and PW Number

Submit only the original invoice to:

City of Detroit, Office of the Chief Financial Officer-Accounts Payable Division

2 Woodward Avenue, Suite 644

Coleman A. Young Municipal Center

Detroit, MI 48226

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

DPW-City Engineering Division

Attention: Carla Brown

2 Woodward Avenue, Suite 601

Coleman A. Young Municipal Center

Detroit, MI 48226

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

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

1. GENERAL PURPOSE & INTENT

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

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

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

2. THE CONTRACT DOCUMENTS

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

PART I

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

PART II

- General Specifications
- Detailed Specifications

PART III

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

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

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

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

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

3. INTERPRETATION OF CONTRACT DOCUMENTS

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

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

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

4. BIDDER'S QUALIFICATION

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

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

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

5. BIDDER'S EXAMINATIONS & INVESTIGATIONS

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

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

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

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

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

6. LABOR & MATERIALS

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

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

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

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

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

7. BASIS OF BID – PRICE REQUIRED

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

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

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

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

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

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

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

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

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

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

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

8. PREPARATION OF PROPOSALS

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

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

8. PREPARATION OF PROPOSALS

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

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

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

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

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

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

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

- E. Conditional Bids:** Any stipulation or qualification contrary to the Contract requirements made by the bidder in or accompanying his proposal as a condition for the acceptance of the Contract will not be considered in the award of the Contract and may cause the rejection of the entire Proposal.
- F. Waiver:** The bidder's attention is called to the paragraph in the Proposal headed "Waiver." This is included for the purpose of avoiding any controversy over the claim of any bidder of the right to refuse to execute the Contract and demand the return of his bid deposit on the grounds of error, mistakes, or omissions made by him in his Proposal.
- G. Name, Legal Status, and Bidder's Signature:** Each bid shall contain, on page P. 4 of the Proposal form, the following information inserted in the respective places provided therefore:

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

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

Individual

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

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

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

Doing Business Under an Assumed Name

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

Co-Partnership

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

Corporation

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

Agent

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

9. BID DEPOSIT

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

- A. Amount:** The amount of the bid deposit shall be not less than that stipulated in the Advertisement. In case the Proposal contains alternates, the amount of the bid security, if stated as a percentage of the bid, refers to the Base Bid. If the Proposal contains two or more Contracts, the amount of the bid security required is determined on the total amount of the bids for such Contracts for which bids are submitted.
- B. Form:** The bidder, at his option, may furnish either a certified check, bank draft, irrevocable bank letter of credit, or guaranty (bidder's) bond. If the bid deposit covers two or more contracts contained in the same Proposal form, one check, draft, irrevocable bank letter of credit, or guaranty bond may be used if properly identified to cover all contracts for which a bid is submitted. Cash deposits will not be accepted.

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

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

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

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

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

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

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

10. SUBMITTING BID

- A. Form:** The Bid Documents containing the Proposal, together with the required bid deposit, shall be securely sealed in a suitable envelope clearly labeled as a bid identified by the Contract number stated in the Advertisement, and showing the bidder's name, so as to guard against premature opening.
- B. Place and Time:** Bids will be received during the regular business hours at the place and up to the time stated in the Advertisement, or up to the time as extended by Bulletin. Any bid received after the stated hour, even through the mail, will be returned unopened to the bidder.
- C. Withdrawal:** Bids received prior to the scheduled time for receipt of bids will be kept securely, unopened. No bid after being received by the City will be returned to a bidder prior to the opening of bids. After the opening and reading of the bids, no bid may be withdrawn before the expiration of the number of days specified in the Advertisement, and then only in writing and in advance of the actual award. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid before or after it has been opened.
- D. Modifications:** No bid after being submitted may be modified or changed by letter, telegram, or other means, and if any such modification is received by the City, it will not be considered in the award of the Contract. No bidder will be permitted to submit more than one bid.

11. OPENING OF BIDS

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

12. COMPARISON OF BIDS

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

13. REJECTION OF BIDS

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

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

14. AWARD OF CONTRACT

The Contract will be awarded to the lowest responsible bidder complying with the requirements of the Contract Documents, provided his bid is reasonable and the best interest of the City of Detroit will be served by accepting it. Multiple awards may be made on a low total net bid basis. Bidders shall quote on all items, leave no blanks and state "No Charge" where applicable. Blank spaces are considered to be no offer. The City of Detroit reserves the right to delete any item(s) from the award. All awards are subject to Ordinance No. 15-00.

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

15. CONTRACT EXECUTION

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

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

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

16. BOND REQUIREMENTS

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

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

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

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

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

17. ASSIGNMENT OF CONTRACT

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

18. SUBCONTRACTS

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

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

PROPOSAL

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

**PROJECT: PW-7035 2021 HMA SPEED HUMPS AT VARIOUS LOCATIONS IN THE CITY OF
DETROIT**

PART I - BASE BID

1. PRICE BID

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

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

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

PROPOSAL

PART II CONDITIONS

II. BID DEPOSIT

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

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

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

II. BIDDER'S EXAMINATIONS AND UNDERSTANDING

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

II. BIDDER'S QUALIFICATIONS

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

II. STARTING AND COMPLETING WORK

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

II. BID NON-COLLUSIVE

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

PROPOSAL

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

II. BIDDER NOT IN ARREARS

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

II. WAIVER

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

II. REJECTION OF BIDS

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

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

This Proposal is submitted in the name of:

Century Cement Co. Inc.
(Print full legal name)38-1685508
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: 12600 SIBLEY ROADCity: Riverview Zip Code: 48193 State: MichiganTelephone No: 734-284-8770 Fax No: 734-284-9790Contact Name & Title: AS Pichin, SecretaryE-Mail Address: centurycementco@SBCGLOBAL.net

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 TITLESUZANNE PICHIN, PresidentAS Pichin, Secretary**HOME ADDRESS**

(Include City, State & Zip Code)

1567 W. Fair, TOWNSEND, MI 481822321 E. NEWBORG, CARLETON, MI 48117

Signed and Sealed

This 8 dayof JANUARY, 20 21

By

Suzanne Pichin
(Signature)
SUZANNE PICHIN

Title

President
(Printed Name of Signer)

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, AS Pichin, certify that I am the
Secretary of the corporation named as Bidder herein;
that SUZANNE Pichin who signed this Proposal on behalf of said
corporation, was then 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.

1-8-21

(Date)



(Signature)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Michigan _____ SS

County of Wayne _____

Suzanne Pichin _____ being first duly sworn, deposes and says that:

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

(Signed) _____

Title

Subscribed and sworn to before me

this 8 day of JANUARY, 20 21

APR _____
Title

My commission expires: MARCH 24, 2026



**PROPOSAL FOR PW-7035
INSTALLATION OF SPEED HUMP
AT VARIOUS STREETS IN DETROIT**

UNIT PRICE SCHEDULE

CENTURY CEMENT CO. INC.

ITEM NO.	DESCRIPTION OF ITEM	ITEM CODE	QTY.	PAY UNIT	UNIT PRICE	ITEM TOTAL
1	_Speed Hump, HMA, Modified	5017001	50,000	FT	\$71.21	\$3,560,500.00
2	_Pavt Mrkg, Polyurea, Speed Hump Symbol, White, Modified	8117050	4000	EACH	\$139.50	\$558,000.00
TOTAL BASED BID PRICE, ITEMS 1-2						\$4,118,500.00

CAPACITY INFORMATION

ITEM NO.	DESCRIPTION OF ITEM	QTY.	UNIT
1	Speed Hump Installation Rate	598	FT/DAY
2	Speed Hump Marking Rate	30	EACH/DAY
3	Personnel by Work Classification Assigned to This Project (i) Labor Union 1191 - Laborers (ii) International Unvion of Operators - 324 Operators (iii) Teamsters 247 - Truck Drivers (iv)	25	COUNT
4	Equipment by Work Classification Assigned to This Project (i) (2) 65 Wheeled Excavator (ii) (2) 2 Ton Front End Loader (iii) (2) Mini Mill w/Vacuum Truck (iv) (2) 10 Ton Rollver w/(4) Dump Trucks	12	COUNT

Time Allowed for Completion: 180 Days

Quote all unit prices in US Dollars with two (2) decimal points only (example: \$0.00)

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

AGREEMENT

CONTRACT TITLE PW-7035A 2021 HMA SPEED HUMPS AT VARIOUS LOCATIONS IN THE CITY OF DETROIT	CONTRACT NUMBER PW- 7035A
PARTY OF THE FIRST PART (The City) City of Detroit, Michigan, a municipal corporation acting through the DIRECTOR, DEPARTMENT OF PUBLIC WORKS COLEMAN A. YOUNG MUNICIPAL CENTER 2 WOODWARD AVENUE, SUITE 611 DETROIT, MICHIGAN 48226	DATE OF AGREEMENT
PARTY OF THE SECOND PART (Contractor) CENTURY CEMENT COMPANY 12670 SIBLEY ROAD RIVERVIEW, MI 48193	
CONTRACT PRICE FOUR MILLION, ONE HUNDRED EIGHTEEN THOUSAND, FIVE HUNDRED DOLLARS AND 00/100. \$4,118,500.00	

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

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

1. THE CONTRACT

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

2. WORK INCLUDED

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

3. TIME PROVISIONS

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

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

4. LIQUIDATED DAMAGES

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

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

AGREEMENT

5. THE CONTRACT PRICE

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

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

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

6. DETAILED ESTIMATE

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

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

7. PROGRESS PAYMENTS

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

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

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

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

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

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

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

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

8. ACCEPTANCE AND FINAL PAYMENT

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

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

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

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

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

AGREEMENT

B. *Verified Statement of Claims:* The Contractor must also submit a final verified statement of any and all alleged unliquidated claims against the City in any way connected with or arising out of this Contract, including those as to which details may have been furnished pursuant to Articles 21 and 22 of the General Conditions, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged unliquidated claim be one of delay, the alleged 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.

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

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

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

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

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

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

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

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

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

AGREEMENT

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

CONTRACTOR: *Century Cement Co. Inc.*

BY: *x Suzanne Pichin*
(Signature)

SUZANNE PICHIN
(Print Name)

ITS: *President*
(Title)

CITY OF DETROIT – DPW

BY: DocuSigned by:
Ron Brundidge 2/17/2021
213AF2B3C7EE448... (Signature)

Ron Brundidge

ITS: DIRECTOR

PW-7035 2021 HMA SPEED HUMPS AT VARIOUS LOCATIONS 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**

Chief Procurement Officer

Date

Corporation Counsel

Date

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

BID BOND City of Detroit Construction Contract	Contract Number PW- 7035A CPO NO: SPO NO:
Principal Century Cement Company, Inc.	Date of Bid January 15, 2021
Surety Old Republic Insurance Company	Date Bond Executed January 15, 2021
Amount of Bond (express in words and figures) Five Percent of Accompanying Bid --- (5% of Bid)	

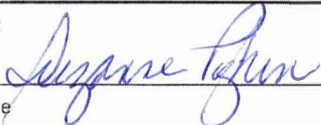
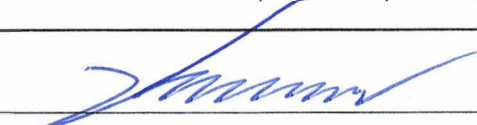
KNOW ALL MEN BY THESE PRESENTS:

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

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

SIGNED AND SEALED on the date indicated above.

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

Attest 	Corporate Principal Century Cement Company, Inc.	
	Business Address: 12600 Sibley Road, Riverview, MI 48193	
	By:  Title: <i>Suzanne Pichin, President</i>	AFFIX CORPORATE SEAL
	Corporate Surety Old Republic Insurance Company	
Attest 		Business Address: 631 Excel Drive, Suite 200, Mt. Pleasant, PA 15666
		By: 
		Title: Nicholas Ashburn, Attorney-in-Fact
AFFIX CORPORATE SEAL		

Jessica Nightenhelser, Administrative Accounting Assistant

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, AJ Pichin, certify that

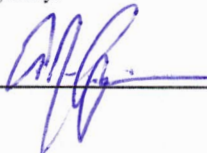
I am the Corporate Secretary secretary

Of the corporation named as principal in the within bond:

that Suzanne Pichin, who signed the said bond

on behalf of the principal, was then 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.

 (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.



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

MICHAEL D LECHNER, ROBERT D HEUER, MARK T MADDEN, HOLLY A NICHOLS, NICHOLAS ASHBURN, JASON ROGERS
of ROCHESTER, MI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 16th day of March, 2020.

Sheila M. Applegate
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 16th day of March, 2020, personally came before me, Alan Pavlic and Sheila M. Applegate, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

46-5332

ORSC 11008 (6-93)



Signed and sealed at the City of Brookfield, WI this 15th day of January, 2021.

Sheila M. Applegate
Assistant Secretary

PERFORMANCE BOND (See Instructions on Reverse Side)		CONTRACT NO. PW- 7035A
Bond #5936388		
PRINCIPAL (Name, and legal status) CENTURY CEMENT COMPANY		DATE OF CONTRACT
SURETY Old Republic Insurance Company		DATE BOND EXECUTED

AMOUNT OF BOND (Express in words and figures)

**FOUR MILLION, ONE HUNDRED EIGHTEEN THOUSAND, FIVE HUNDRED DOLLARS AND 00/100.
(\$4,118,500.00)**

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. _____ (I.S.)
 2. _____ (5-74) AS TO 2. _____ (I.S.)

CORPORATE PRINCIPAL

STATE IN WHICH INCORPORATED Michigan	BUSINESS ADDRESS: 12670 SIBLEY ROAD RIVERVIEW, MI 48193	
EXECUTE CORPORATE CERTIFICATE ON REVERSE SIDE	OFFICER'S SIGNATURE <i>Suzanne Pichin</i>	AFFIX CORPORATE SEAL
	TITLE <i>Suzanne Pichin, President</i>	

CORPORATE SURETY

STATE IN WHICH INCORPORATED Pennsylvania	BUSINESS ADDRESS: 631 Excel Drive, Suite 200, Mt. Pleasant, PA 15666	
ATTEST: <i>Nick Ashburn</i> Nick Ashburn	OFFICER'S SIGNATURE <i>Holly A. Nichols</i>	AFFIX CORPORATE SEAL
	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 inseting 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, AS Pichin, certify that I am the Secretary

Of the corporation named as principal within the bond; that Suzanne Pichin,

Who signed the said bond on behalf of the principal, was then 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.

APR

PAYMENT BOND (See Instructions on Reverse Side)		CONTRACT NO. PW- 7035A
Bond #5936388 PRINCIPAL (Name, and legal status) CENTURY CEMENT COMPANY		DATE OF CONTRACT
SURETY Old Republic Insurance Company		DATE BOND EXECUTED

AMOUNT OF BOND (Express in words and figures)

FOUR MILLION, ONE HUNDRED EIGHTEEN THOUSAND, FIVE HUNDRED DOLLARS AND 00/100. (\$4,118,500.00)

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.

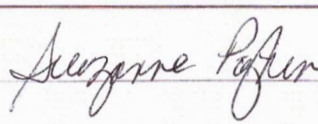
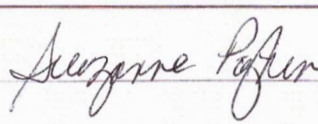
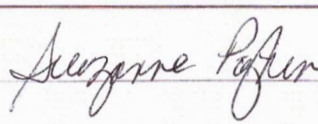
AND WHEREAS, This bond is given in compliance with and subject to the provisions of Act No. 351 of the Public Acts of Michigan, for the year 1972, and the provisions of the City of Detroit Charter.

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

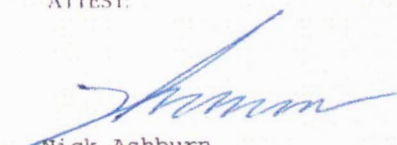
IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing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

PRINCIPAL:	INDIVIDUAL	DOING BUSINESS UNDER ASSUMED NAME	PARTNERSHIP
NAMES OF ALL PARTNERS IN PRESENCE OF WITNESS		BUSINESS ADDRESS: PRINCIPAL - INDIVIDUAL/PARTNER - SIGNATURE	
1. _____		AS TO 1. _____ (I.S.)	
2. _____ (5-74)		AS TO 2. _____ (I.S.)	

CORPORATE PRINCIPAL

STATE IN WHICH INCORPORATED Michigan	BUSINESS ADDRESS: 12670 SIBLEY ROAD RIVERVIEW, MI 48193			
EXECUTE CORPORATE CERTIFICATE ON REVERSE SIDE	<table border="1"> <tr> <td> OFFICER'S SIGNATURE  </td> <td rowspan="2"> AFFIX CORPORATE SEAL </td> </tr> <tr> <td> TITLE Suzanne Pichin, President </td> </tr> </table>	OFFICER'S SIGNATURE 	AFFIX CORPORATE SEAL	TITLE Suzanne Pichin, President
OFFICER'S SIGNATURE 	AFFIX CORPORATE SEAL			
TITLE Suzanne Pichin, President				

CORPORATE SURETY

STATE IN WHICH INCORPORATED Pennsylvania	BUSINESS ADDRESS: 631 Excel Drive, Suite 200, Mt. Pleasant, PA 15666			
ATTEST:  Nick Ashburn	<table border="1"> <tr> <td> OFFICER'S SIGNATURE  </td> <td rowspan="2"> AFFIX CORPORATE SEAL </td> </tr> <tr> <td> TITLE Holly A. Nichols, Attorney-in-fact </td> </tr> </table>	OFFICER'S SIGNATURE 	AFFIX CORPORATE SEAL	TITLE Holly A. Nichols, Attorney-in-fact
OFFICER'S SIGNATURE 	AFFIX CORPORATE SEAL			
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 inseting 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, AJ Pichin, certify that I am the Secretary

Of the corporation named as principal within the bond; that Suzanne Pichin,

Who signed the said bond on behalf of the principal, was then 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.



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

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

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

City - The City of Detroit acting through the Purchasing Director

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTIVE ORDER 2016-1

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

FROM: MICHAEL E. DUGGAN, MAYOR

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

DATE: December 16, 2016

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * *

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

Michael E. Duggan
Mayor, City of Detroit



CITY OF DETROIT
MAYOR'S OFFICE

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DETROIT, MICHIGAN 48226
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WWW.DETROITMI.GOV

EXECUTIVE ORDER NO. 2014-5

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

FROM: MICHAEL E. DUGGAN, MAYOR

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

DATE: AUGUST 22, 2014

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

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

WHEREAS, the purchasing ordinance, Detroit City Code Section 18-5-401, 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

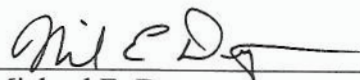
CITY CLERK 27 AUG 2014 04:01

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

CORPORATION CERTIFICATE OF AUTHORITY

I, AJ Pickin, Corporate Secretary of
(name of corporate secretary)

Century Cement Co. Inc., a Michigan
(complete name of corporation) (state of incorporation)

for profit corporation (the "Corporation"), **DO HEREBY CERTIFY** that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on 12-28-20 and that the same is now in full force and effect:
(date of meeting)

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

I FURTHER CERTIFY that

<u>Suzanne Pickin</u>	is Chairman
	is President
	is (are) Vice President(s),
	is Treasurer,
<u>AJ Pickin</u>	is Secretary,
	is Executive Director, and
	is _____.

I FURTHER CERTIFY that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in **PW-7035A 2021 HMA Speed Humps at Various Locations in the City of Detroit** and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 9 day of February, 2021.

CORPORATE SEAL
(if any)


Corporate Secretary

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



COVID-19 Safe Workplace Standards for Essential Construction Contracts Purchased by the City of Detroit

Denise Fair

Chief Public Health Officer
City of Detroit

Robert Dunne

COVID-19 Chief Medical Consultant
City of Detroit

Dear Construction Contractor:

The City of Detroit is moving forward on essential construction projects, beginning with those building much needed affordable housing for our residents.

Like the rest of the country, Detroiters are struggling to live our lives under the threat of COVID-19. That isn't likely to change for many months to come, but we can make sure to provide the best possible protection for workers on building projects supported by the city.

As a requirement for moving forward on these projects, we will be requiring contractors working on construction projects purchased by the City of Detroit (including through affiliated agencies) to follow the City of Detroit's COVID-19 Safe Workplace Standards for Construction Sites. Compliance with those standards will be enforced by inspections from the City of Detroit's Buildings Safety Engineering and Environment Department (BSEED) for building construction, Department of Public Works (DPW) for right of way construction, and Detroit Water and Sewerage Department (DWSD) for water/sewer utility work.

Each contractor will create a COVID-19 Safe Workplace policy appropriate for its worksite and occupation(s) with, at minimum, the following five elements:

- 1) Initial testing of each worker for COVID-19.**
- 2) Daily worker temperature check, health screening, and monitoring.**
- 3) Workplace distancing and hygiene protocols.**
- 4) Mandatory use of masks and other necessary PPE.**
- 5) Thorough and frequent cleaning of worksites and vehicles.**

The Notice to Proceed will be issued for construction only after your Safe Workplace policy is reviewed and approved by Chief Medical Consultant Robert Dunne. **A checklist for contractors to use when creating their protocols is attached as Appendix A.**

We want to restart essential construction in the City of Detroit, but it must be done in a way that's based on rigorous medical review. I look forward to your cooperation in our shared goal of keeping your workers and our community safe.



Michael E. Duggan
Mayor

Construction Contractor Overview and FAQs

Applicability:

- This policy shall apply to all construction projects (including demolitions, building improvement, road repair and paving projects, water-main installations, and landscaping) that are (1) purchased by the City and/or any of its agencies, and (2) have any kind of physical worksite presence. This policy covers projects purchased by DWSD, Detroit Land Bank Authority (DLBA), Public Lighting Authority (PLA), and Detroit Economic Growth Corporation (DEGC) and its affiliated entities.

What is considered to be a worksite?

- All City of Detroit facilities.
- Construction sites for projects that are purchased by the City of Detroit, DWSD, DLBA, PLA, or the DEGC and its affiliated agencies. Covered projects include, but are not limited to, demolitions, building improvement, paving projects, water-main installations, and landscaping.

Who needs to be tested and screened?

- All personnel that will be physically present at a worksite:
 - Must provide proof of negative COVID test;
 - Must be screened daily prior to entering worksite; and
 - Must show some kind of indicator (wristband, sticker, etc.) of daily screen.
- Exception: Delivery personnel who do not leave their vehicle are not required to have a COVID-negative test or subject to daily screening. This includes hauling operators that are only transporting materials to or from the worksite. Such personnel, however, are *strongly* encouraged to obtain a COVID test before working.

What information/records do I need to maintain?

- Each contractor shall identify and provide an on-site Safety Coordinator for each jobsite.
- Each contractor shall submit a Safe Workplace Policy as outlined in this document.
- Each contractor shall maintain a file for each employee that the City Health Department can review upon request. This requirement applies to all employees provided through subcontractors.
- This file shall include proof of negative COVID test, positive COVID test results (if applicable), daily attendance, screening time, temperature, and completed screening questionnaires.
- Each contractor shall notify the City agency with which it is contracting whenever an employee tests positive at a worksite or is sent home with symptoms.

Penalties

- Compliance will be enforced via on-site inspections by BSEED, DPW, or DWSD (as appropriate) and the City Health Department.
- Non-compliant contractors will be subject to immediate contract termination.

I. Pre-Employment Worker Testing

A. Prior to opening the worksite, all workers must produce evidence of a negative COVID-19 test no older than 2 weeks from the first day on the job.

If you would like, the City of Detroit will provide free COVID-19 tests to your workers. Contractors and workers should follow the following steps to ensure a testing appointment with the new rapid testing tent at the Coronavirus Community Care Network (CCCN) drive-thru testing site at the State Fair Grounds:

- (1) **The contractor should call the CCCN call center at 313-230-0505 and then hit the Employer Option number (option #3).**
- (2) **Contractors will then register their business with the CCCN call center.**
- (3) **Within 48 hours, contractors will receive a call from their Detroit Business Liaison, who will provide them with an Employer Code.**
- (4) **Contractors should provide the Employer Code to all workers.**
- (5) **Workers should call the CCCN call center at 313-230-0505 and then hit the Employee Option number (option #4) to schedule their test.**
- (6) **Workers must provide written evidence of a negative test result before beginning work at the site, a copy of which must be kept on file by the contractor.**

Urgent same-day testing and results are available from the City if you have an employee you need on the job site immediately. You can call the following number for an urgent test: 312-833-7954.

Those who are currently working, in person, on behalf of the City of Detroit should continue to work if they are not exhibiting any symptoms. If a COVID-positive result is reported, the Detroit Health Department will contact the worker with proper instruction to isolate, and to follow up with a health care provider.

B. Standards for returning an employee to work who has tested positive.

Workers who test positive for COVID-19 must be cleared by a health care provider before they return to work. The health care provider should ensure the following prior to certifying that a worker is ready to return to work:

- At least seven days must have elapsed since the positive test; and

- The individual has been free of fever, shortness of breath, and/or sore throat, without medication, for 72 hours.

If the prior conditions have been met, the worker must contact the CCCN at **313-230-0505**. A COVID-19 test will be administered to clear the worker to return to work. Workers must provide written evidence of a negative test result before beginning work on-site, a copy of which must be kept on file by the contractor.

C. Private Testing

As an alternative to relying on the testing provided by the City of Detroit, workers may rely on a private test to be cleared to return to work. **Workers who coordinated private testing must adhere to the following before returning to work:**

- The test must have been taken within two (2) weeks prior to the return-to-work date;
- Workers must provide written evidence of a negative test result before beginning work at the site, a copy of which must be kept on file by the contractor; and
- The individual may not return to work until test results are available.

II. Daily Worker Health Screening and Monitoring

A. Daily Health Screening

All workers entering construction worksites shall be screened daily, at the beginning of their shift and upon arrival at the property, by (1) having their temperature(s) taken, and (2) answering the questions on the questionnaire attached as Appendix B. Workers need not be screened more than once a day, and will receive a visual marker (e.g. stickers, wristbands, etc) signifying that they have been screened that day. Workers must display that visible marker for the remainder of the day.

Every building and workplace must have designated screeners. This screening should include gauging the worker's temperature to ensure the worker does not have a low-grade fever, which is often a first symptom of COVID-19. If a worker does not pass screening, that worker will not be permitted to enter the worksite. The contractor will be informed, and will inform the worker's supervisor.

Contractors are responsible for ensuring that screening is conducted as outlined above. For worksites where workers from multiple employers work, all may collaborate to designate the appropriate screening personnel—but those personnel must be specifically identified in each contractor's plan.

All screening personnel should be provided with specific instructions on how to capture, report, and properly store all data. The documentation must be maintained indefinitely by the contractor until the City directs otherwise, and must be immediately made available to the City upon request.

Contractors should also design a system whereby they are notified when a worker displays a fever or any other symptom. Any worker appearing ill at screening should be medically evaluated. The supervisor should contact the EMS Supervisor response team at **313-316-9209** for further assessment.

B. Exposure Response

If a worker **becomes sick while on the job (e.g., begins demonstrating symptoms during the workday) that worker should be sent for medical evaluation. If the worker appears very ill, EMS should be contacted.** The EMS team can be contacted at **313-316-9209**.

If the worker is safe to be sent home, that worker should not return to work until being evaluated and receiving a negative COVID-19 test. The testing regimen outlined in Section I of these policies should be followed for any worker who develops symptoms.

Similarly, **if a worker who has been working on-site develops symptoms of COVID-19 during non-work hours, that worker must not return to work until receiving a negative COVID-19 test.** The testing regimen outlined in Section I of these policies should be followed for any worker who develops symptoms.

Workers who begin to develop symptoms should contact their supervisor to determine appropriate time-off provisions.

If a worker who has been working on-site becomes sick, that information **must immediately be reported to Detroit Health Department at 313-876-4000**. If the worker tests positive for COVID-19, the worker's job-site supervisor must assist the Health Department in contact tracing.

All COVID-positive workers who have been working on-site will be continually monitored. In addition, the Detroit Health Department will continue to monitor the exposed individuals as recommended by contact tracing.

Urgent same-day testing and results are available from the city if you have an employee you need on the job site immediately, or if you are concerned about an employee who may have recently been exposed to Covid-19. You can call the following number for an urgent test: 312-833-7954.

III. Workplace Practices and Distancing

A. Sick Policy

Anyone experiencing COVID-19 related symptoms (i.e. fever, cough, shortness of breath, diarrhea, loss of smell or taste), or who has prolonged exposure to someone that has tested

positive, SHOULD NOT attempt to enter any City of Detroit facility, or report to any City of Detroit job-site.

In this instance, workers should NOT report to work. They should follow their regular call-in procedure to report their absence to their supervisor. In addition, workers should stay at home and isolate to minimize the potential spread to others.

Workers with worsening health conditions should consult a physician.

B. Strict Physical Distancing for all Workers

The Centers for Disease Control (CDC) has identified social distancing as a key tool to prevent the spread of the virus. Social distancing is defined as being no less than six feet apart from another person. Towards that end, the following social-distancing requirements shall be put into effect:

- Workers shall stay six feet apart from another person whenever feasible.
- Elevators will be marked with places for people to stand, at appropriate social-distancing spacing.
- Workers shall reduce the number of in-person meetings and congregations, and instead use Zoom or other video conference-call vendors for a meeting.
- When working in a group atmosphere, as few workers should be assigned to a task as possible.

Workers should also adhere to state-level guidelines—including, but not limited to, executive orders from the Governor—to ensure their safety outside of work.

C. Workspace Modifications or Changes

In order to ensure adherence to physical distancing guidelines, contractors should assess their workspaces for necessary modifications and changes. Modifications or changes could include:

- Creating 6-foot markings on the floor to encourage worker spacing, where feasible or appropriate.
- Removing chairs and desks in offices to ensure 6-foot spacing.
- Limiting the number of people that can be in one room at a time, and creating clear, maximum room occupancy signage based on adequate spacing.
- Considering more appropriate spaces that allow for 6-foot spacing between workers.
- For construction sites without running water, hand sanitizer that contains at least 60% alcohol must be readily available and accessible to all those on site.

D. Encourage Good Hand Hygiene Practices

Contractors should also encourage good hygiene practices for workers, by placing signage around the workspace reminding workers to:

- Eliminate handshaking and consider an elbow greeting or bow.

- Wash hands frequently with soap and water for at least 20 seconds especially before or after going to the restroom; before eating; and after blowing your nose, coughing, or sneezing. If soap and water are not readily available, use a hand sanitizer that contains at least 60% alcohol.
- When sneezing or coughing, cover your mouth and nose with a tissue and discard the tissue. If you do not have a tissue, cough or sneeze into your upper sleeve and not in your hands.
- Wash or sanitize hands after touching surfaces.
- Wash or sanitize hands after removing gloves.
- Avoid touching your face.

To facilitate this requirement, contractors may use or modify the signage attached as Appendix C.

IV. Use of Personal Protective Equipment

The City of Detroit is committed to ensuring the health and safety of all workers and its residents. Therefore, contractors should supply all workers with personal protective equipment, including surgical masks, while at work.

A. Daily Use of Surgical Masks for Workers

All workers are required to wear a surgical mask while reporting to work to reduce the spread of the virus. Workers are required wear the mask throughout the day unless they are alone in a closed office or vehicle.

Masks can be re-used by workers provided the masks do not get soiled, wet, or exposed to workers that test positive for COVID-19.

Workers are required to wear the mask and eye protection in the following circumstances:

- When interacting with other workers
- Driving in a car with another individual in the passenger seat.

Workers are reminded that while surgical masks provide important protection in daily activity, social distancing and hand hygiene are the most important steps to take to prevent the spread of COVID-19.

B. Daily Use of N-95 Masks by Workers Interfacing with the Public

Workers interacting with the public will wear a mask meeting the N-95 standard. Masks can be re-used by workers provided the masks do not get soiled or wet. Whenever a worker requires a new mask, they should notify their supervisor.

C. Daily Use of Surgical Masks by the Public

Contractors should ensure the development of protocols for the distribution of surgical masks to any member of the public who enters any construction worksite where construction is funded by the City of Detroit, in order to prevent the spread of infection among workers and other members of the public.

D. Use of Gloves in Selected Environments

For workers who have regular interaction with the public, contractors should develop protocols for the use of gloves. Contractors must ensure that their protocol involves hands being washed or sanitized after glove removal.

E. Use of Eye Protection in Selected Environments

For workers whose job function inevitably requires them to come within six feet of others, eye protection (which may include face shields) will be worn whenever they are within six feet of others.

V. Worksite and Vehicle Cleaning

A. Sanitation and Disinfection

Contractors should develop protocols to ensure that all high-touch or high-traffic surface—such as doorknobs, railings, frequently used drawer handles, and instrument/appliance controls—are sanitized at least every two hours. Implementation of a checklist for cleaning staff can help reduce the risk of the spread of infection. **At the minimum, disinfectant wipes should be used to clean commonly used surfaces every two hours (e.g. phones, keyboards, desks, etc.).** For keyboards and other commonly used electronics, ensure the device is powered off and is cleaned with a disinfectant wipe that is bleach-free and not overly damp.

Workers working within vehicles should use disinfectant wipes on commonly used surfaces (gear shifter, steering wheel) before and after every shift.

The cleaning steps outlined below should be taken routinely, based on frequency mentioned, to disinfect workplace surfaces, chairs, tables, etc. and protect workers.

#	Area/Place	Disinfection Content	Disinfectant	Disinfection Measures	Frequency
1	Common surfaces	Including control buttons, tools, and other common surfaces	Hospital grade disinfectant or fresh 10% chlorine bleach	Spray with hand held sprayer or wipe	Minimum at the end of each shift
2	Offices, desk, and conference rooms	Table and chair surface	solution (sodium hypochlorite	Spray with hand held sprayer or wipe	At the end of each meeting and end of day

3	Conveyor belts	Wipe areas of common worker interphase	solution), as appropriate	Spray with sprayer	At least once respectively in the morning and afternoon
4	Moveable trays or containers	Handles and other commonly touched areas		Spray with sprayer	Based on use; once per shift if contacted by 1 person only; otherwise, between users
5	General objects often used or touched	Doors and windows, handles, faucets, sinks, and bathrooms		Spray with hand held sprayer or wipe	At least four times per day
6	Cafeteria/Canteen	Table and chair surfaces, dispensers, vending machines, etc.		Spray with sprayer	Generally 3 or more times per shift to include after all breaks and meals
7	Tableware	Disinfection of tableware	Hospital grade disinfectant or fresh 10% chlorine bleach solution (sodium hypochlorite solution), as appropriate	Place in high-temperature disinfection cabinet, with temperature higher than 60°C, and time longer than half an hour	After use
8	Vending machines	Interface surfaces (pay, selection and vending surfaces)		Spray with sprayer	Generally 3 or more times per shift to include after all breaks and meals
9	Forklifts	Wipe areas of common human interaction		Spray with sprayer	After each use
10	Multi-user safety vest and other PPE	All surfaces		Spray with sprayer	Not applicable/ not allowed
11	Transport vehicles	Common surfaces (e.g. seat surfaces rails, belts, door and window controls)		Spray with sprayer	Before and after each use

12	All floors and walls	All general floors and walls at site		Mop	Periodic, where frequently touched; mop hard surfaces daily
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Appendix A:

Contractor

Checklist

**Checklist for Development of COVID-19 Return to Work
Construction Contractor Protocols**

Contractor Name	
Supervisor Name	
Operation(s)	
Operation(s) Location(s)	
Workplace Environment(s)	Circle all that apply: demolition, building improvement, paving, water-main installation, residential, other: _____

Please use the checklist below to review your protocols to ensure you have included all of the following for each operation you wish to see returned to work.

Checklist:

_____ **Worker Testing Protocols, including:**

- Testing protocols for all workers within 2 weeks of the first day on the job
- Standards for returning an employee to work who has tested positive

_____ **Employee Health Screening & Monitoring Protocols, including:**

- Daily health screening protocols
- Response protocols in the event an on-site worker becomes sick or tests COVID-positive

_____ **Workplace Practice protocols, including:**

- Protocols to ensure sick people do not enter the workspace
- Strict physical distancing protocols
- Workspace modifications or changes
- Protocols for encouraging good hand hygiene practices

_____ **Use of Personal Protective Equipment protocols, including:**

- Protocols for the daily use of surgical masks by workers
- Protocols for the daily use of N-95 masks by workers interfacing with the public
- Protocols for the daily use of surgical masks by the public
- Protocols for the use of gloves in selected environments (if applicable)
- Protocols for the use of eye protection in selected environments (if applicable)

_____ **Worksite and Vehicle Cleaning protocols, including:**

- Protocols for the sanitation and disinfection of high-touch or high-traffic surfaces
- Protocols for the sanitation and disinfection of vehicles (if applicable)

Appendix B:

Screening

Questionnaire

**General Services
Department**

Date: _____

Screeners Name: _____

Location: _____

[illegible]

**General Services
Department**

Date: _____

Screeners Name: _____

Location: _____

[illegible]

**General Services
Department**

Date: _____

Screeners Name: _____

Location: _____

[illegible]

COVID-19 Screening Checklist

CONFIDENTIAL



Date: _____

Screener Name: _____

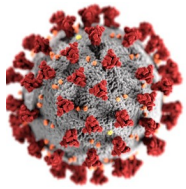
Location: _____

HR PHONE#: (313) 920-8326

Name	Time	Have you had a Positive COVID-19 Test result?	Experiencing Any Symptoms?					Close contact with Others exhibiting symptoms or Tested Positive?	Current Temperature	Pass / Fail
			Fever	Cough	Diarrhea / Nausea	Reduced Smell & Taste	Shortness of Breath			
		Y N	Y N	Y N	Y N	Y N	Y N	Y N		Y N
		Y N	Y N	Y N	Y N	Y N	Y N	Y N		Y N
		Y N	Y N	Y N	Y N	Y N	Y N	Y N		Y N

Appendix C: Signage

What you should know about COVID-19 to protect yourself and others



Know about COVID-19

- Coronavirus (COVID-19) is an illness caused by a virus that can spread from person to person.
- The virus that causes COVID-19 is a new coronavirus that has spread throughout the world.
- COVID-19 symptoms can range from mild (or no symptoms) to severe illness.



Know how COVID-19 is spread

- You can become infected by coming into close contact (about 6 feet or two arm lengths) with a person who has COVID-19. COVID-19 is primarily spread from person to person.
- You can become infected from respiratory droplets when an infected person coughs, sneezes, or talks.
- You may also be able to get it by touching a surface or object that has the virus on it, and then by touching your mouth, nose, or eyes.



Protect yourself and others from COVID-19

- There is currently no vaccine to protect against COVID-19. The best way to protect yourself is to avoid being exposed to the virus that causes COVID-19.
- Stay home as much as possible and avoid close contact with others.
- Wear a cloth face covering that covers your nose and mouth in public settings.
- Clean and disinfect frequently touched surfaces.
- Wash your hands often with soap and water for at least 20 seconds, or use an alcohol-based hand sanitizer that contains at least 60% alcohol.



Practice social distancing

- Buy groceries and medicine, go to the doctor, and complete banking activities online when possible.
- If you must go in person, stay at least 6 feet away from others and disinfect items you must touch.
- Get deliveries and takeout, and limit in-person contact as much as possible.



Prevent the spread of COVID-19 if you are sick

- Stay home if you are sick, except to get medical care.
- Avoid public transportation, ride-sharing, or taxis.
- Separate yourself from other people and pets in your home.
- There is no specific treatment for COVID-19, but you can seek medical care to help relieve your symptoms.
- If you need medical attention, call ahead.



Know your risk for severe illness

- Everyone is at risk of getting COVID-19.
- Older adults and people of any age who have serious underlying medical conditions may be at higher risk for more severe illness.



cdc.gov/coronavirus

Lo que necesita saber sobre la enfermedad del coronavirus 2019(COVID-19)

¿Qué es la enfermedad del coronavirus 2019 (COVID-19)?

La enfermedad del coronavirus 2019 (COVID-19) es una afección respiratoria que se puede propagar de persona a persona. El virus que causa el COVID-19 es un nuevo coronavirus que se identificó por primera vez durante la investigación de un brote en Wuhan, China.

¿Pueden las personas en los EE. UU. contraer el COVID-19?

Sí. El COVID-19 se está propagando de persona a persona en partes de los Estados Unidos. El riesgo de infección con COVID-19 es mayor en las personas que son contactos cercanos de alguien que se sepa que tiene el COVID-19, por ejemplo, trabajadores del sector de la salud o miembros del hogar. Otras personas con un riesgo mayor de infección son las que viven o han estado recientemente en un área con propagación en curso del COVID-19.

¿Ha habido casos de COVID-19 en los EE. UU.?

Sí. El primer caso de COVID-19 en los Estados Unidos se notificó el 21 de enero del 2020. La cantidad actual de casos de COVID-19 en los Estados Unidos está disponible en la página web de los CDC en <https://www.cdc.gov/coronavirus/2019-ncov/cases-in-us.html>.

¿Cómo se propaga el COVID-19?

Es probable que el virus que causa el COVID-19 haya surgido de una fuente animal, pero ahora se está propagando de persona a persona. Se cree que el virus se propaga principalmente entre las personas que están en contacto cercano unas con otras (dentro de 6 pies de distancia), a través de las gotitas respiratorias que se producen cuando una persona infectada tose o estornuda. También podría ser posible que una persona contraiga el COVID-19 al tocar una superficie u objeto que tenga el virus y luego se toque la boca, la nariz o posiblemente los ojos, aunque no se cree que esta sea la principal forma en que se propaga el virus. Infórmese sobre lo que se sabe acerca de la propagación de los coronavirus de reciente aparición en <https://www.cdc.gov/coronavirus/2019-ncov/about/transmission-sp.html>.

¿Cuáles son los síntomas del COVID-19?

Los pacientes con COVID-19 han tenido enfermedad respiratoria de leve a grave con los siguientes síntomas:

- fiebre
- tos
- dificultad para respirar

¿Cuáles son las complicaciones graves provocadas por este virus?

Algunos pacientes presentan neumonía en ambos pulmones, insuficiencia de múltiples órganos y algunos han muerto.

¿Qué puedo hacer para ayudar a protegerme?

Las personas se pueden proteger de las enfermedades respiratorias tomando medidas preventivas cotidianas.

- Evite el contacto cercano con personas enfermas.
- Evite tocarse los ojos, la nariz y la boca con las manos sin lavar.
- Lávese frecuentemente las manos con agua y jabón por al menos 20 segundos. Use un desinfectante de manos que contenga al menos un 60 % de alcohol si no hay agua y jabón disponibles.

Si está enfermo, para prevenir la propagación de la enfermedad respiratoria a los demás, debería hacer lo siguiente:

- Quedarse en casa si está enfermo.
- Cubrirse la nariz y la boca con un pañuelo desechable al toser o estornudar y luego botarlo a la basura.
- Limpiar y desinfectar los objetos y las superficies que se tocan frecuentemente.

¿Qué debo hacer si he regresado recientemente de un viaje a un área con propagación en curso del COVID-19?

Si ha llegado de viaje proveniente de un área afectada, podrían indicarle que no salga de casa por hasta 2 semanas. Si presenta síntomas durante ese periodo (fiebre, tos, dificultad para respirar), consulte a un médico. Llame al consultorio de su proveedor de atención médica antes de ir y dígales sobre su viaje y sus síntomas. Ellos le darán instrucciones sobre cómo conseguir atención médica sin exponer a los demás a su enfermedad. Mientras esté enfermo, evite el contacto con otras personas, no salga y postergue cualquier viaje para reducir la posibilidad de propagar la enfermedad a los demás.

¿Hay alguna vacuna?

En la actualidad no existe una vacuna que proteja contra el COVID-19. La mejor manera de prevenir infecciones es tomar medidas preventivas cotidianas, como evitar el contacto cercano con personas enfermas y lavarse las manos con frecuencia.

¿Existe un tratamiento?

No hay un tratamiento antiviral específico para el COVID-19. Las personas con el COVID-19 pueden buscar atención médica para ayudar a aliviar los síntomas.



cdc.gov/COVID19-es

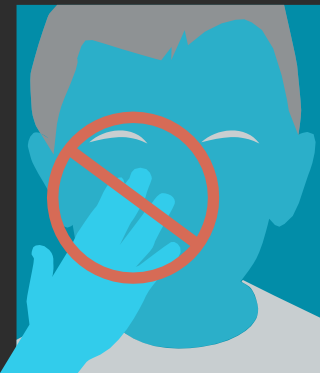
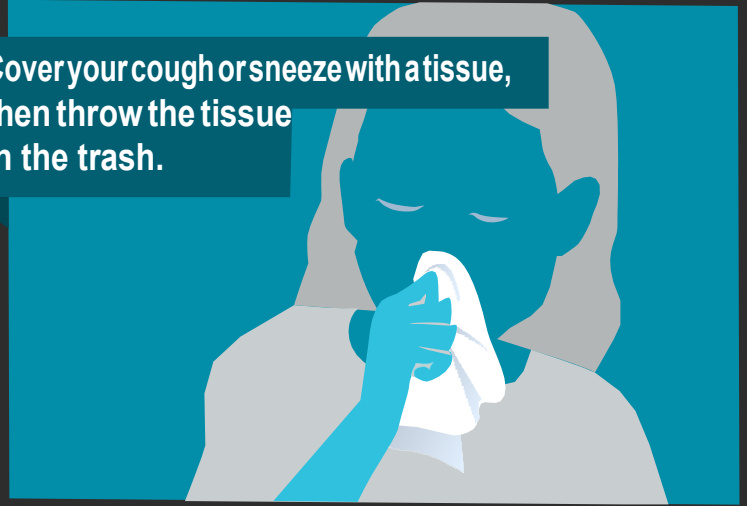
Stop the Spread of Germs

Help prevent the spread of respiratory diseases like **COVID-19**.

Avoid close contact with people who are sick.



Cover your cough or sneeze with a tissue, then throw the tissue in the trash.



Avoid touching your eyes, nose, and mouth.



When in public, wear a cloth face covering over your nose and mouth.

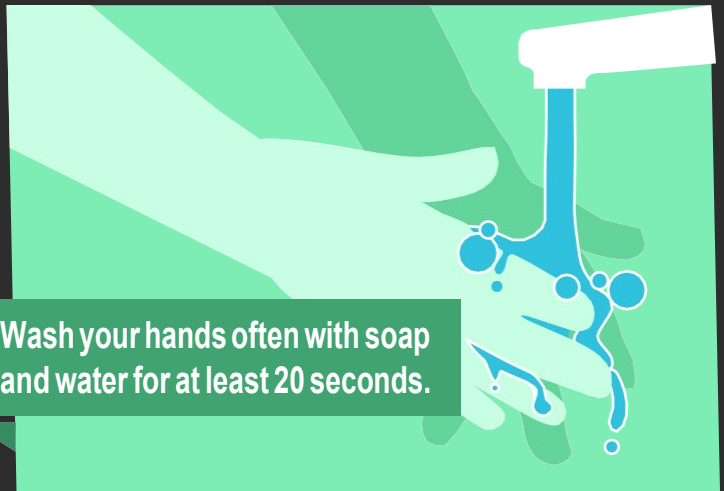
Clean and disinfect frequently touched objects and surfaces.



Stay home when you are sick, except to get medical care.



Wash your hands often with soap and water for at least 20 seconds.



cdc.gov/coronavirus

Certified Payroll

PW-7035A

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-7035A

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-7035A

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-7035A

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-7035A

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

1. PROCUREMENT POLICY

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

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

2. QUOTATIONS/PROPOSALS

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

3. RESPONSIBILITIES

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

4. COMPLIANCE WITH LAWS AND SECURITY REGULATIONS

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

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

5. EQUAL OPPORTUNITY

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

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

6. INSURANCE

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

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

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

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

7. SUBMISSION OF ANY REQUIRED BONDS OR INSURANCE

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

8. INVOICING

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

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

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

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

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

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

9. PROTECTION OF WORK, PERSONS, AND PROPERTY

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

10. CLEARANCES

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

11. NON-DISCRIMINATION CLAUSE

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

12. UNIT PRICES, NOTATIONS, AND WORKMANSHIP

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

13. PRICES QUOTED

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

14. SALES TAX EXEMPTION

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

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

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

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

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

16. RECEIPT OF BIDS

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

17. WITHDRAWAL

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

18. AWARD CONDITIONS

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

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

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

19. CONTRACT ACCEPTANCE

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

20. START OF WORK

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

21. INSPECTION

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

22. SUBCONTRACTING

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

23. ASSIGNMENT

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

24. DEFAULT

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

25. DAMAGES FOR BREACH OF CONTRACT

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

26. TERMINATION OF CONTRACT FOR CONVENIENCE

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

27. TERMINATION OF CONTRACT FOR CAUSE

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

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

28. AUDIT, INSPECTION OF RECORDS AND COST VERIFICATION

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

29. INDEMNITY

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

30. CONFLICT OF INTEREST

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

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

31. CHANGE IN SUPPLIER INFORMATION

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

32. TAXPAYER IDENTIFICATION NUMBER

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

33. SETOFF

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

34. SUPPLIER COMMITMENT

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

35. OFFICE OF THE INSPECTOR GENERAL

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

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

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

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

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

POST-BID ADDENDUM NO. 1
MIKE DUGGAN, MAYOR
CITY OF DETROIT

PW-7035A
20JW18993
CPO NO: TBD
SPO NO: TBD

February 9, 2021

This Addendum is hereby made a part of the Contract Documents for the above named City of Detroit contract for which bids were received as advertised at the Finance Department, Purchasing Division, Room 1008, Coleman A. Young Municipal Center, Detroit, Michigan 48226 until 2:30 P.M. Detroit time, January 15, 2021 and shall be taken into account in preparing the Contract.

1. SPECIAL NOTICE TO BIDDERS

Additions

COVID-19 Workplace Safety Plan, Article 38, p. NB. 22

2. UNIT PRICE SCHEDULE

Additions

A. Unit Price Schedule (proposed) \$4,118,500.00 (Speed Humps A) **Century Cement Company**

Deletions

Unit Price Schedule

A. Unit Price Schedule \$8,237,000.00 [*lowest bidder*] (Citywide) **Century Cement Company**

3. APPENDIX

Additions

Appendix: CITY OF DETROIT: COVID-19 SAFE WORKPLACE STANDARDS (28 pages)

Director Signature

Ron Brundidge, Director
DEPARTMENT OF PUBLIC WORKS

Date

This addendum shall be taken into account in preparing the contract and will hereby be made a part of the contract documents for:

AJ. PIGHIN

(Print Bidder's Name)
Century Cement Company

(Signature)

(Title)

(Date)

☐ This addendum herewith constitutes **no** changes on behalf of the Contractors.
Check box if applies

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.

SECTION III

PW-7035 HMA SPEED HUMPS IN THE CITY OF DETROIT 22 PAGES

Progress Clause	1
Progress of Work	1
Special Provision for Coordination Clause for HMA Resurfacing and Miscellaneous Construction	1
City of Detroit Special Provisions	3
Specification for Limitations of Operations.....	1
Special Provision for Maintaining Traffic	4
Notice to Bidder for Utility Coordination.....	3
Specifications for Speed Hump, HMA	2
Special Provision for Application of Polyurea Markings	1
MDOT Special Provision for Polyurea Pavement Markings	3
Special Provision for Working Area and Project Cleanup.....	1
Drawing, Details of Speed Hump, HMA	1

PROGRESS CLAUSE

PROGRESS CLAUSE: After receiving notice of award of contract, start work on the date designated as the starting date herein or the date agreed upon with the Engineer. In no case, shall any work be commenced prior to receipt of formal notice of award by the department.

The starting date for this project shall be as of the date of the Start Work notice issued after the contract has been approved and the entire project shall be completed **within 180 calendar days inclusive of any rain days** from start of the project. No HMA pavement work will be allowed between November 15, 2021 and April 15, 2022 without the consent of City Engineering Division.

The low bidder(s) for the work covered by this proposal will be required to meet with department representatives to work out a detailed progress schedule. The schedule for this meeting will be set within one week after the low bidder is determined.

The named subcontractor(s) for Specialty and/or Designated Items (if such items are designated in the proposal) which materially affect the work schedule, shall also be present at the scheduled meeting and they will be required to sign the Progress Schedule to indicate their approval of the scheduled dates of work set forth in the Progress Schedule.

The Department of Public Works - City Engineering Division will arrange the time and place for the meeting. A Start Work notice will not be granted without an agreed upon Progress Schedule.

The Progress Schedule shall include, as a minimum, the controlling work items for the completion of the project and the planned dates (or work day for a work day project) that these work items will be controlling operations. When specified in the bidding proposal, the date the project is to be opened to traffic as well as the final project completion date shall also be included in the Progress Schedule. The intended sequencing of streets for milling and resurfacing shall be included in the Progress Schedule.

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

Failure on the part of the Contractor to carry out the provisions of the Progress Schedule, as established, may be considered sufficient cause to prevent bidding future projects until a satisfactory rate of progress is again established.

Liquidated damages will be applied based on Section 108 of the 2012 Michigan Department of Transportation Standard Specifications for Construction.

Contractor's attention is hereby called to see the Coordination Clause in the proposal.

PROGRESS OF WORK

The contractor is to schedule the work for this contract such that:

1. All work is to be completed within 180 calendar days.
2. The contractor shall schedule the work in such a manner that installation at a particular location is completed by the end of the allowed work hours on the day which it is started. Speed humps not fully completed including pavement markings will not be permitted to be left overnight. Temporary pavement markings shall be used if permanent pavement markings cannot be placed by the end of the allowed work hours on that day.
3. Pavement markings need to be placed within 10 days of speed hump installation.
4. Schedule – Contractor shall provide a detailed schedule at the Pre-Construction meeting showing work for specific streets, milling, paving and concrete operations. This schedule shall be updated and sent 24 hours in advance by e-mail for each progress meeting (typically every two weeks).
5. All work on streets adjacent to school locations shall be performed while schools are on break for the summer, unless otherwise directed by the Engineer.

TIME WORK LIMITATIONS

For all streets, the contractor shall limit all work to between 8:30am - 5:00pm or as directed by the Engineer.

CITY OF DETROIT
SPECIAL PROVISION
FOR
COORDINATION CLAUSE FOR HMA RESURFACING
AND
MISCELLANEOUS CONSTRUCTION

1 of 1

DET: AA

Revised: 11-20-2020

The Contractor shall coordinate his operations with others performing work within, or adjacent to, the Construction Influence Area (CIA), to avoid conflicts in maintaining traffic, construction signing, and progression of construction activities.

The Contractor's attention is called to the requirements of cooperation with others as covered in subsection 104.08 of the 2012 Michigan Department of Transportation Standard Specifications for Construction.

The Contractor will be required to coordinate work with curb-side garbage pick-up, City's street sweeping schedule, permitted projects, and Street Maintenance Division (SMD) projects.

No claim for extra compensation or adjustments in contract unit prices will be allowed on account of delay or failure of others to complete work units scheduled.

CITY OF DETROIT
SPECIAL PROVISIONS

DET: PAL

REVISED 01-26-18

Work Approvals: Acceptance by the City of Detroit of any or all utility work under this contract will be conditioned upon approval by the appropriate Department of the City of Detroit.

Utility Access: The Contractor shall contact the utility owners, including the Detroit Fire and Police Departments, regarding their facilities prior to starting the work. All utility outlets and control fixtures shall be maintained in an accessible condition at all times.

Adjacent Utilities: When proposed utilities cross or lay parallel to an existing or proposed utility, a vertical clearance of twelve (12) inches and a horizontal clearance of forty two (42) inches shall be provided between the outside limits of their construction and the outside limits of the Public Lighting Department (PLD) or Department of Water and Sewerage (DWSD) facility. PLD facilities include electrical conduits, communication conduits, and related structures. DWSD facilities include sewers, water mains, and related structures. If for any reason this clearance cannot be provided, the Contractor shall notify the project engineer and proceed under his direction in an approved manner.

Reclaiming Salvageable Material: All salvageable material within the limits of this project and belonging to either privately or municipally owned utilities, which are to be reclaimed by its owner, will be indicated on the plans or in the proposal. The removal of such material shall be done by the owner and at their own expense and at such time as will cause no delay to the Contractor. If after due notice the owner does not remove the material, the Engineer shall advise the Contractor to remove the material and this material shall become the property of the Contractor. The work of removing the material is included in the construction of the project and will not be paid for separately

Hydrants and Water: The Contractor shall pump out at the end of each day throughout the year, regardless of the season, any fire hydrant used to obtain water.

The Contractor shall secure the required permit from the Detroit Water and Sewerage Department, and shall bear all the expense for such permits and for the water used. If connections are made to hydrants, Fire Department's standard hydrant wrench shall be used for the operation of the hydrant.

The DWSD current fees include a permit fee of \$650.00 per day and an unmetered commercial usage fee of \$1,920.00. These fees are subject to change. For more information, contact DWSD at (313) 245-1057.

Removal of Miscellaneous Structures: The use of a crane and ball type pavement breaker for the removal of miscellaneous structures referred to in Section 204 of the 2012 MDOT Standard Specifications for Construction and the removal of other items called for in these Specifications and Plans will NOT be permitted at any time for work under this Contract, except when specifically authorized by the Engineer.

Pumping and Drainage: The Contractor will be required to furnish all equipment and supplies and perform all labor necessary to keep all excavated areas dewatered during the period of this Contract.

The work will include the disposal of all drainage water flowing into the excavation. The drainage of the entire project shall be disposed of in a manner that will not interfere with or delay the work of others. This work shall be performed as directed by the Engineer.

The City will permit, subject to its approval, drainage water from the excavations for the project to enter existing operating sewers without reimbursement. No claims for damages, however, will be allowed the Contractor because of the inadequacy of the City sewers to accommodate the water from the excavations.

All sewers and drainage structures shall be kept thoroughly cleaned of silt, debris and foreign matter, and shall be free from such accumulation at the time of final inspection.

The work of pumping and draining excavations, and cleaning the structures used for disposal of same will be considered included in the construction of the project and no additional payment will be made.

Property and Survey Monuments: Before any monuments or stakes marking the boundaries of property along or near the work are removed or disturbed, the Contractor shall notify the Engineer in sufficient time so that they can be properly located and reset.

All precautions shall be taken to avoid disturbance of permanent survey monuments of any City, County or State authority, and when any of these are disturbed or destroyed, the Contractor shall restore them to the satisfaction of such authority and shall pay all costs incurred by such authority in connection therewith.

City of Detroit vertical survey monuments shall be adjusted and preserved in accordance with the Special Provision\Specification titled Vertical Survey Monuments.

Notification: The Contractor shall provide notification to residents and businesses along the length of the project of pending surface milling, curb replacement, pavement repair and resurfacing activities, and sidewalk and ADA ramp construction a minimum of 48 hours in advance of such work. The notice, at a minimum, shall advise residents of the date work activity will start, the anticipated length of time the area will be worked on, notification of temporary loss of curbside or driveway access to property, and request that street be cleared of parked vehicles.

Should construction activities cease, either due to weather or scheduling, for an anticipated time of five (5) days or more, any and all posted signage shall be removed. Once work will begin again, the Contractor shall re-notify as previously set forth.

For sidewalk repair work, the Contractor shall provide notification to residents and businesses along the length of the pending sidewalk work a minimum of 72 hours (3 day) in advance of such work. This notification shall be placed in accordance with the Specification for Sidewalk Repair Notification.

Cleanliness of the Work: The Contractor shall at all times keep the street pavement and right-of-way and any public or private premises temporarily occupied by him for purposes of work under this contract free from accumulations of waste material or rubbish caused by the Contractor's employees or the work. This requirement shall apply to any streets in vicinity of the work which are affected by the Contractor's construction or hauling operations, as well as to streets in which the work is located. If the Contractor shall fail to keep any street cleaned of

debris resulting from their operations, and therefore creating a public nuisance, they shall be notified in writing by the Engineer to clean the street and remove the nuisance immediately. If, within 24 hours after the receipt of such notice, the Contractor shall have failed to clean such street satisfactorily, the Engineer shall order the street cleaned by the Department of Public Works or such other agency as he shall designate and all costs of such cleaning shall be paid by the Contractor.

Materials and equipment not in current use shall not be stored on any city streets. Storage of materials on private property shall require a written agreement with the owner. The Contractor shall provide the Engineer a copy of the agreement.

CITY OF DETROIT
SPECIFICATIONS
FOR
LIMITATIONS OF OPERATIONS

DET: GJM

Revised: 1-04-16

The work days used to develop the progress schedule shall be Monday through Saturday and shall not include Sundays or City Holidays. The Contractor may normally prosecute the work during the daylight hours of any work day provided that they so conduct their operations as not to create a public nuisance nor disturb the peace. Overtime shall be limited to the work days submitted on the progress schedule for the project. Overtime work on Sundays and City Holidays shall be limited to emergency work necessary to safeguard the health and safety of the public.

When the Contractor elects to conduct work operations in excess of eight hours per day, or on Saturdays, Sundays or a City Holiday, they shall bear overtime costs incurred by the City of Detroit for City personnel assigned to the project for those situations.

The following are the current City Holidays: New Year's Day, Martin Luther King Jr. Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve. The Contractor shall be responsible for confirming with the City Engineering Division any amendments to this list of calendar dates designated as holidays for City of Detroit employees.

The Engineer may require the Contractor to cease construction operations during times as may be determined to be in the interest of the public at no additional compensation or cost to the City.

Contractor shall suspend or limit their operations if work interferes with the City Sponsored Public events within project CIA (Construction Influence Area) at no additional compensation or cost to the City.

**CITY OF DETROIT
SPECIAL PROVISION
FOR
MAINTAINING TRAFFIC**

1 OF 4

DET: AMF/ DD

Revised: 08-12-2020

GENERAL REQUIREMENTS

Traffic shall be maintained throughout the project in accordance with 2012 MDOT Standard Specifications for construction, including any supplemental specifications, and as herein specified. All traffic control devices shall conform to the 2013 Revised Edition of the Michigan Manual of Uniform Traffic Control Devices.

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

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 at all crossings.
- Protection and temporary driveway access to residents and businesses shall be provided and maintained as directed by the Engineer.
- The Contractor shall notify local businesses a minimum of 48 hours prior to the implementation of any lane closures, weekend closures and major traffic shifts.
- The Contractor shall notify the Engineer, the state and the local police and fire department patrolling the area three (3) business days prior to making any lane closures or traffic switches.
- The Contractor must coordinate his operations with contractors performing work on other projects within or adjacent to the construction influence area.
- Steel plates, 3/4 inch thick, of sufficient size, shall be furnished and installed by the contractor to cover small paving cuts and to provide crossings over trenches up to 4 feet in width. It is the Contractor responsibility to pay for this item.
- Plates shall be bedded in Cold Patch so as to avoid rocking and the noise resulting there from, and shall be firmly anchored by spiking into the existing pavement.
- Approved HMA material, shall be used at the ends of the plates to eliminate bumps in traffic lanes. It is the Contractor's responsibility to pay for the approved HMA material.
- The spikes shall have a minimum length of 3 inches and shall be driven not closer than 12 inches from the edge of a trench up to 3 feet deep or 2 feet from the edge of a trench greater than 3 feet deep.
- For trenches wider than 4 feet, the Contractor shall submit a method of bridging to the Engineer for approval. All bridging shall be of a design that will satisfactorily carry HS-20 truck loading across the opening smoothly, safely, and without undue noise.

SIGNING AND TRAFFIC CONTROL

The Contractor shall furnish and install all signing necessary for the maintenance of traffic. Traffic control devices shall conform to the Michigan Manual of Uniform Traffic Control Devices, 2011 Edition, Part VI, Construction and Maintenance; the Michigan Department of Transportation Maintaining Traffic Safety Typical Standards: M0020a, M0040a, M0140a, M0240a, PMC18e, PMC19e, PMC20e, PMC22e, PMC23e, WZD-100-A and WZD-125-E; and/or the City of Detroit, Department of Public Works Standards on Maintenance and Utility Signing as applicable.

Distances between sign locations will vary depending on the lengths of the City blocks in advance of the job site. Other traffic signing and barricading requirements for this project are contained in the proposal.

The Contractor may relocate signs and other portable barricades only after coordinating with representatives of the Traffic Engineering Division of the Department of Public Works.

The Contractor may purchase signs from the City of Detroit Sign Shop if desired or may obtain signs from other sources. If signs are requested from the City of Detroit, a letter of request must first be sent to the Operations Division of the City of Detroit.

CONSTRUCTION INFLUENCE AREA (CIA)

The CIA shall include the area within the right-of-way of the street or streets listed in the contract title and/or the cross streets within the limits of the construction staging.

The Contractor shall coordinate his operations with Contractors performing work on other projects within or adjacent to the Construction Influence Area (CIA).

TIME RESTRICTIONS

Maintaining traffic requirements and hourly restrictions are subject to change by the engineer.

No work shall be performed or lane closures allowed during the Memorial Day, July 4th, or Labor Day holiday periods, as defined by the Engineer. The contractor shall coordinate their work schedule around special events that take place in local communities in accordance with the Engineer. The contractor shall be responsible to contact the Supervising Engineer to acquire specific dates and locations for these events.

Other special events that may affect lane closures, as defined by the Engineer, are as follows:

- Downtown Hoe Down
- Freedom Festival
- Annual Detroit Electronic Music Festival
- Chrysler Jeep Detroit APBA Cup
- African World Festival
- Ford Detroit International Jazz Festival
- Ford Field Special Events and Home Games
- Comerica Park Special Events and Home Games
- JLA Special Events and Home Games

DET: AMF/ DD

Revised: 08-12-2020

Work shall be suspended by the Engineer at any time traffic is being unduly hampered or delayed. In general, traffic is expected to be unduly hampered from 7:00 a.m. to 9:00 a.m. and from 3:00 p.m. to 6:00 p.m. weekdays. These hours may be adjusted by the Engineer.

TRUCK HAUL ROUTES

Truck haul routes selected by the Contractor must be submitted to the Detroit Department of Public Works for approval prior to the start of construction and are subject to regulations of the department.

BARRICADES

Plastic drums, High Intensity, and Barricade, Type III, High Intensity, Double Sided, Lighted necessary for traffic control and public safety shall be furnished and erected by the Contractor.

WARNING LIGHTS

Battery operated warning flashers shall be used on all barricades in accordance with Michigan Department of Transportation Michigan Manual of Uniform Traffic Control Devices, 2013 Revised Edition and any recent changes and to special provision regarding battery operated warning lights

STAGE CONSTRUCTION

The traffic control required by this Special Provision for work on Conner St. and adjacent roadways is based on the MMUTCD. At the discretion of the Engineer, the Contractor may be requested to conduct construction activities in certain segments of the project at such times that coordinates with adjacent property owner uses and activities. The Contractor shall submit for review and approval by the Engineer a sequence of operation/staging plans to complete the work by the specified completion date. The adjustments or changes in the staging of construction to accommodate property owners shall not be paid for separately and shall be included in the overall project cost.

- Traffic shall be maintained using attached traffic control typical.
- Pedestrians Traffic shall be maintained using MMUTCD details shown in figures 6H-28 & 6H-29.

CLEANING ADJACENT STREETS AND SIDEWALKS

Dirt, mud, construction materials or other debris deposited on public sidewalks or streets as the result of spilling, tracking by the wheels of trucks or construction equipment or by other actions of the Contractor, his employees or subcontractors shall be immediately removed by the Contractor. Failure to do so is a violation of City Ordinances punishable by fines and/or imprisonment.

Failure to comply with all stipulations of the above traffic specifications will be cause for complete shutdown of the project.

In the event of an emergency, these restrictions are subject to change if traffic conditions indicate such a necessity. Traffic specifications are to be with the work crews at all times.

DET: AMF/ DD

Revised: 08-12-2020

Temporary "No Parking" signs shall be placed in all parking areas when necessary to prohibit parking during construction activities. The "No Parking" signs shall be placed in all parking areas at least 24 hours and not more than 48 hours prior to construction activities.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Maintaining Traffic will be measured and paid for at the contract unit price for the contract pay items.

Payment for providing and maintaining driveway access and pedestrians crossing, temporary No Parking Signs, ¾ inch steel plates, plates bedding, spikes will not be paid separately. Payment for these items of work not paid for separately and/or other items are included in the total cost of the project.

Any equipment required for nighttime operations shall be included in the cost of the work items being placed.

Contract Item (Pay Item)

Pay Unit

Minor Traf Devices	Lump Sum
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CITY OF DETROIT
NOTICE TO BIDDER
FOR
UTILITY COORDINATION

DET: PAL

Revised: 06-29-2017

The Contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.08 of the 2012 Michigan Department of Transportation (MDOT) Standard Specifications for Construction. In addition, for the protection of underground utilities, the Contractor shall follow the requirements in Section 107.12 of the 2012 MDOT Standard Specifications for Construction. Contractor delay claims, resulting from a utility, will be determined based upon Section 108.08 of the 2012 MDOT Standard Specifications for Construction.

The existing utilities listed below and shown on the plans represent the best information available.

This information does not relieve the Contractor of the responsibility to satisfy themselves as to its accuracy, or of their responsibility in case utilities have been constructed or removed since the most recent surveys.

NAME AND ADDRESS OF OWNER

KIND OF UTILITY

Miss Dig
Call three (3) working days before you dig
1-800-482-7171

All Underground Utilities

City of Detroit
Public Lighting Authority
65 Cadillac Square Suite 3100
Detroit, MI 48226
(313) 324-8290, ext. 216
Mohamed Abbas
abbasm@detroitmi.gov

Street Lighting and Traffic Signals

City of Detroit
Detroit Water & Sewerage Department
Contract Services Facility
6425 Huber
Detroit, MI 48211
General: (313) 267-4863
Fax: (313) 842-6480

Water Mains & Sewers

NAME AND ADDRESS OF OWNER

KIND OF UTILITY

City of Detroit
Traffic Engineering, D.P.W.
2633 Michigan Avenue
Detroit, MI 48207
General: (313) 224-1610
Fax: (313)224-1304
Prasad Nannapaneni (313) 628-5603
prasadn@detroitmi.gov
Sunny Jacobs (313) 628-5604
sunjac@detroitmi.gov
Jubi Chackunkal (313) 224-1315
JubCha@detroitmi.gov

Pavement Markings, Signs &Traffic Signals

Sign Shop
2425 Fenkell
Detroit, MI 48238
Willie Riley (313) 628-2923
Fax (313) 628-4966

Sign Removals & Installations

City of Detroit
Detroit Fire Department
1301 3rd Street
Detroit, MI 48226
General: (313) 596-2900
Fax: (313) 224-4128
communityrelations@detroitmi.gov

KNOX Boxes and Fire Hydrants

City of Detroit
Detroit Police Department
1301 3rd Street
Detroit, MI 48226
General: (313) 596-2200
Fax: (313)596-1450
publicinfo@detroitmi.gov

Police Call Boxes

DTE
One Energy Plaza
Detroit, MI 48226
Gas Leak 1-800-947-5000
Electrical 1-800-477-4747

Electric and Gas

Contact DTE ten working days prior to the construction start date to coordinate adjustments for DTE electric and gas manhole frames and covers.

NAME AND ADDRESS OF OWNER

KIND OF UTILITY

AT&T
17651 Michigan Ave,
Dearborn, MI 48126
Joe Raczak
Legal Mandate Engineer
(313) 240-5314
JR1983@att.com
or
Mark Braham
OSP Engineer - Metro South
(313) 240-5390
MB6352@att.com

Telephone
For adjusting Frames and Covers

AT&T will require five to seven business days
advance notice prior to adjusting frames and
covers.

Detroit Thermal LLC
3575 E Palmer St
Detroit, MI 48201
Ed LaRosa (313) 921-1922
Fax (313) 921-1972

Steam Lines

CITY OF DETROIT
SPECIFICATIONS
FOR
SPEED HUMP, HMA

DET: AA

1-12-21

Description: This work consists of constructing HMA speed humps at locations directed by the Engineer, in accordance with the City of Detroit Details for Speed Hump, HMA, and as described herein.

Materials: Provide materials in accordance with section 501 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction. Use MDOT mixture HMA, LVSP for this work, or an acceptable substitute approved by the Engineer.

Construction: Perform work in accordance with section 501 of the MDOT 2012 Standard Specifications for Construction, City of Detroit Standard Specification and Plans, City of Detroit Details for Speed Hump, HMA, and as directed by the Engineer.

Cold mill for a minimum width of 18 inches along the edges of the proposed speed hump perpendicular to the centerline of the street to construct a keyway. The depth of cold milling will be 2 inches.

Clean the milled surface with compressed air and/or vacuum type street cleaning equipment to remove dirt and debris prior to placement of HMA material. Provide compressed air from a source capable of supplying air at a minimum pressure of 90 psi and at a rate 150 cubic feet per minute of at the nozzle.

Apply binder MDOT PG 58-22, or an acceptable substitute approved by the Engineer, on all asphalt and concrete surfaces within the area of the proposed speed hump. Apply at a minimum rate of 0.10 gallons/square yard or as directed by the engineer.

Construct speed humps using any method necessary to form the parabolic shape and achieve the proper height of the speed hump. The contractor will submit the proposed method of construction for the Engineer's approval prior to beginning construction.

Compact the HMA to between 92 and 96 percent (or as determined acceptable by the Engineer) of the theoretical maximum density, as listed on the approved Job Mix Formula. Use a one-ton roller or other equipment approved by the Engineer for compaction.

Ensure all milling and HMA paving edges are clean and straight. Do not place HMA materials on adjacent pavement surfaces.

The contractor will schedule the work in such a manner that installation at a particular location is completed by the end of the allowed work hours on the day which it is started. Speed humps not fully completed including pavement markings will not be permitted to be left over night. Temporary pavement markings will be used if permanent pavement markings cannot be

completed by the end of allowed work hours on a given day. Temporary Pavement Markings shall be governed by MDOT Standard Specifications for Construction section 812, and materials shall be Temporary Pavement Marking, Type R.

Traffic will be maintained per Part 6 of the current edition of the Michigan Manual of Uniform Traffic Control Devices, City of Detroit standards, and Michigan Department of Transportation typicals M0140a, M0150a, M0160a, and as directed by the Engineer.

Acceptance: Prior to subsequent speed hump construction, the first speed hump will be inspected by the Engineer to confirm compliance with the standard dimensions and the first three (3) speed humps will be inspected by the Engineer for uniformity.

Speed humps that fail to pass the size, shape, and density requirements will be replaced at no additional cost to the City. Speed humps will be rejected if the measured elevations vary more than ten (10) percent from the elevations specified in the City of Detroit Details for Speed Hump, HMA.

Measurement and Payment: Measure and pay for the completed work, as described, at the contract unit price using the following pay items:

<u>Pay Item</u>	<u>Pay Unit</u>
_Speed Hump, HMA, Modified.....	FT

Speed Hump, HMA: includes the cost of Cold Milling, Mobilizing, Traffic Control, Cleaning, HMA, Binder, Compaction, and Temporary Pavement Markings.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL
PROVISION FOR
POLYUREA PAVEMENT MARKINGS

T&S:JGM

1 of 3

C&T:APPR:JAJ:BRZ:10-13-08
FHWA:APPR:10-28-08

a. Description. Prepare pavement surfaces and apply reflectorized white and yellow two-component, 100 percent solids polyurea pavement markings, including lines, legends, symbols, crosswalks, and stop lines. Complete this work according to this special provision, project plans, the Standard Specifications for Construction, and as directed by the Engineer.

b. Materials. Select polyurea pavement marking material from the Qualified Products List (QPL) and use standard glass beads as called for in section 920 of the Standard Specifications for Construction except as noted in this provision.

1. For recessed longitudinal markings. Use a double drop system of large and standard glass beads, a double drop system of ceramic elements and standard glass beads or an alternate approved by the Engineer. The large glass beads have to meet all Federal specifications for a Type 4 designation glass bead. Follow the polyurea manufacturer's recommendations for type, gradation, and loading rates with these systems.

2. For non-recessed longitudinal markings. Use standard glass beads or an alternate approved by the Engineer. Follow the polyurea manufacturer's recommendations for type, gradation, and loading rates of glass beads.

3. For special markings. Follow the polyurea manufacturer's recommendations for type, gradation, and loading rates of standard glass beads.

The material must be shipped to the job site in sturdy containers plainly marked with the manufacturer's name and address, the color of the material, date of manufacture and batch number.

Provide certification to the Engineer from the polyurea manufacturer documenting the Contractor's qualifications to place the polyurea in a manner acceptable to the polyurea manufacturer and in compliance with the provisions of this specification. Provide technical data from the polyurea manufacturer regarding material type and application rate to the Engineer prior to starting work.

c. Construction.

1. Placement. Place polyurea materials and beads according to this specification and the polyurea manufacturer's requirements.

2. Surface Preparation. Surface preparation requirements are dependent on surface conditions. Preparation applies to both special makings and longitudinal markings.

A. New hot mix asphalt (HMA). "New" HMA that has been open to traffic for 10 days or less and has no oil drips, residue, debris, or temporary or permanent markings. Preparation required – Clean marking area with compressed air.

B. New Portland cement concrete (PCC). "New" PCC has no oil drips, residue, and debris, temporary or permanent markings. Preparation required - Remove curing compound; to be paid for separately as Removing Curing Compound.

C. Existing HMA or PCC surface. There may be oil drip areas and/or debris, but no existing markings. Preparation required - Scarify the proposed marking area using non-milling grinding teeth or shot blasting.

D. Existing HMA or PCC surface with existing non-polyurea marking. There may be oil drips and debris. There will be an existing non-polyurea marking. Preparation required - Completely remove non-polyurea markings; to be paid for as Removal of Special Markings or Removal of Longitudinal Lines.

E. Existing surface with existing polyurea marking, HMA or PCC. There may be oil drip areas and/or debris. There will be an existing polyurea marking. Preparation required:

(1) If markings are replaced every 2 years and there are no visible oil drip areas or visible chipping/spalling of the existing marking: Clean marking area with compressed air.

(2) If markings are replaced every 2 years and there are visible oil drip areas, chipping and/or spalling of the existing marking: Scarify the proposed marking area using non-milling grinding teeth or shot blast.

(3) If markings are replaced every 4 years: Complete removal is required. When complete removal is required, it will be paid for as Removal of Special Markings or Removal of Longitudinal Lines.

Conduct grinding, scarifying, sandblasting, shot blasting, or other operations in such a manner that the finished pavement surface is not damaged and does not exhibit a pattern that will mislead or misdirect the motorist. Use vacuum-type equipment or equivalent to collect and contain debris generated by this operation.

When surface preparation is complete, broom the pavement surface, and follow with compressed air cleaning to remove all residue and debris resulting from the preparation work. Control and minimize airborne dust and similar debris generated by surface preparation and cleanup to prevent a hazard to motor vehicle operation or nuisance to adjacent property.

Do not damage transverse and longitudinal joint sealers on HMA and PCC surfaces when performing removal and cleaning work.

3. Temperature Limitations. The ambient air temperature and the pavement surface temperature where the polyurea is to be placed must be at least 40 degrees F and rising during marking operations. Measure and record the pavement surface temperature and air

temperature at the start of each day of marking operation and at any other time deemed necessary by the Engineer.

4. Application rates. The Engineer may check application rates by comparing tallies of materials used to the length of lines placed.

The Engineer may also check application rates at any time using a pre-weighed sheet specifically placed for test purposes for both special markings and longitudinal lines. Drop-on glass beads are not applied for this test.

5. Dry Time. The material must be track-free in less than 10 minutes.

d. Delayed Acceptance. Final acceptance of completed applications of polyurea will be delayed 60 days. During this time, inspections of the markings will be conducted at the Department's discretion. Markings with less than 90 percent of the original application remaining will be considered to have failed and must be replaced. However, pavement markings that have been damaged by snowplowing operations will not be considered as having failed.

A minimum of 90 percent of the deficient marking must be removed. All costs associated with this replacement work, including traffic control to complete the work, will be borne by the Contractor.

e. Measurement and Payment. The completed work as described will be measured and paid for at contract unit prices using the following contract items (pay items):

Contract Item (Pay Item)	Pay Unit
Pavt Mrkg, Polyurea, (symbol).....	Each
Pavt Mrkg, Polyurea, (legend).....	Each
Pavt Mrkg, Polyurea, ____ inch, Crosswalk.....	Foot
Pavt Mrkg, Polyurea, ____ inch, Stop Bar.....	Foot
Pavt Mrkg, Polyurea, ____ inch, Cross Hatching (color).....	Foot
Pavt Mrkg, Polyurea, ____ inch, (color).....	Foot

The contract unit price for each of these items includes all labor, material, equipment, and traffic control. Payment also includes the costs associated with corrective action as described in subsection (d) of this special provision. Removing curing compound or existing pavement markings will be paid for separately as described in subsection c.2 of this special provision.

CITY OF DETROIT
SPECIAL PROVISION
FOR
WORKING AREA AND PROJECT CLEANUP

DET: GJM

Revised: 12-07-15

All the work under this Contract shall be in City streets, alleys, easements, or right-of-ways. The space allowed for the Contractor's operations shall be in City streets and alleys adjacent to the work. Construction equipment, storage of materials, and the construction operations shall normally be restricted to such areas. Should additional working or storage space be desired, the Contractor may be permitted to utilize adjacent private property provided the Contractor makes all arrangements with the Owners of the property, bears all expense in connection with its use, and in no way involves or obligates the City, County or State by such use.

Materials delivered on the street shall be neatly and compactly stored in such a manner as to cause the least inconvenience to adjacent property owners and the general public.

Working and storage areas shall be promptly restored to their original conditions as soon as the required construction work has been completed at the particular location, and shall not be used as a storage area for unneeded material or construction equipment.

The work, and all property used in connection with the work, shall be kept in a neat and orderly condition at all times. Waste material and refuse from the Contractor's operations may be temporarily stored behind the curb in a manner not to interfere with pedestrians. Waste materials, rubbish, and debris shall not be allowed to accumulate and shall be removed daily, or as directed by the Engineer. Construction equipment and excess materials shall be promptly removed from the site as they become no longer needed for the progress of the work.

All cost relating to maintaining a neat working area and providing the required cleanup will not be paid for separately, but shall be included in the total project cost.

