

EXECUTED CONTRACT

BOOK NO. 1

CPO NO. **2896238**

SPO NO. **2896239**

CITY OF DETROIT
MIKE DUGGAN, MAYOR

PROPOSAL:

2.2 MILES OF HMA RESURFACING AND MISCELLANEOUS
CONSTRUCTION ON SCHOOLCRAFT BETWEEN WYOMING & GRAND
RIVER AND MT. ELLIOTT BETWEEN SEVEN MILE & EIGHT MILE
FOR THE DEPARTMENT OF PUBLIC WORKS

PW-6965

PREPARED BY:

CITY ENGINEERING DIVISION
DEPARTMENT OF PUBLIC WORKS
RICHARD T. DOHERTY, CITY ENGINEER

AUGUST 2014

Fort Wayne Contracting, Inc/Ajax Paving
Industries, Inc, a joint venture
320 East Seven Mile Road
Detroit, Michigan 48203-2022
\$1,693,331.89



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/15/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Guy Hurley Blaser and Heuer, LLC 1080 Kirts Blvd., Suite 500 Troy MI 48084	CONTACT NAME: Mary Ellen Krakauer	
	PHONE (A/C, No, Ext): (248) 519-1430	FAX (A/C, No): (248) 519-1401
INSURED Fort Wayne Contracting, Inc. 320 E. Seven Mile Road Detroit MI 48203	E-MAIL ADDRESS: mkrakauer@ghbh.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Amerisure Mutual Ins. Co. AX	NAIC #: 23396
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 14-15 GL Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>		2062046	5/28/2014	5/28/2015	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			2062047	5/28/2014	5/28/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ Included
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			2062048	5/28/2014	5/28/2015	EACH OCCURRENCE \$ 4,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC2087627	5/28/2014	5/28/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: PW6965. City of Detroit is an Additional Insured for General Liability when required by written contract.

CERTIFICATE HOLDER City of Detroit Finance Department Accounts Payable Section 642 Coleman A. Young Municipal Detroit, MI 48226	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Paul Hurley/WEAL 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/15/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Guy Hurley Blaser and Heuer, LLC 1080 Kirts Blvd., Suite 500 Troy MI 48084		CONTACT NAME: Donna Griffiths PHONE (A/C No. Ext): (248) 519-1439 E-MAIL ADDRESS: dgriffiths@ghbh.com FAX (A/C No): (248) 519-1401	
INSURED Ajax Paving Industries, Inc. 830 Kirts Blvd., Suite 100 Troy MI 48084		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The Travelers Indemnity Co A+XV	NAIC # 25658
		INSURER B: Houston Casualty Co. A+XIV	NAIC # 42374
		INSURER C: ACIG Insurance Company AVIII	NAIC # 19984
		INSURER D: Travelers Prop Cas Co. A+XV	NAIC # 25674
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 14-15 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CO-8A09732-9-IND-14	6/1/2014	6/1/2015	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> XCU COVERAGE INCLUDED						PERSONAL & ADV INJURY \$ 1,000,000	
<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY	GENERAL AGGREGATE \$ 2,000,000							
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 2,000,000	
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$	
A	AUTOMOBILE LIABILITY			CAP-8A09733-0-IND-14	6/1/2014	6/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						<input type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
							PIP-Basic \$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			H143XC5013202	6/1/2014	6/1/2015	EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB						<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED						<input type="checkbox"/> RETENTION \$	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA000004714	6/1/2014	6/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	INLAND MARINE			QT-630-8A099243-TIL-14	6/1/2014	6/1/2015	LEASED/RENTED EQUIP \$550,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project: #PW6965. The City of Detroit is an Additional Insured for General Liability when required by written contract. 30 Day Notice of Cancellation (Except Non-Payment of Premium) applies in favor of the City of Detroit for General Liability, Automobile Liability, Workers Compensation and Umbrella Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

*City of Detroit
 Finance Department
 Accounts Payable Section
 642 Coleman A. Young Municipal
 Detroit, MI 48226

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Heuer/WEAL

PERFORMANCE BOND
(See Instructions on Reverse Side)

CONTRACT NO. **PW- 6965**
CPO NO: **2896238**
SPO NO: **2896239**

PRINCIPAL (Name, and legal status) FORT WAYNE CONTRACTING, INC/AJAX PAVING INDUSTRIES, INC, A JOINT VENTURE	DATE OF CONTRACT
SURETY Liberty Mutual Insurance Company	DATE BOND EXECUTED September 10, 2014

AMOUNT OF BOND (Express in words and figures)

One Million, Six Hundred Ninety-three Thousand, Three Hundred Thirty-one and 89/100 Dollars \$1,693,331.89

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

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

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

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

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

PRINCIPAL: INDIVIDUAL DOING BUSINESS UNDER ASSUMED NAME PARTNERSHIP

NAMES OF ALL PARTNERS

BUSINESS ADDRESS:

IN PRESENCE OF: WITNESS

PRINCIPAL - INDIVIDUAL/PARTNER - SIGNATURE

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

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

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

CORPORATE PRINCIPAL

STATE IN WHICH INCORPORATED Michigan	BUSINESS ADDRESS: 320 East Seven Mile Road Detroit, Michigan 48203-2022	AFFIX CORPORATE SEAL
EXECUTE CORPORATE CERTIFICATE ON REVERSE SIDE	OFFICER'S SIGNATURE <i>Clarence Jones</i> TITLE Clarence Jones, Estimating Manager Christopher R. Honore, President	

CORPORATE SURETY

STATE IN WHICH INCORPORATED Massachusetts	BUSINESS ADDRESS: 5600 New King Street, Suite 360, Troy, MI 48098	AFFIX CORPORATE SEAL
ATTEST: <i>Holly Nichols</i> Holly Nichols	OFFICER'S SIGNATURE <i>Michelle Buechel</i> TITLE Michelle Buechel, Attorney-in-fact	

INSTRUCTIONS

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.

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.

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

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

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

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

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

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

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

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

James A. Jacob
James A. Jacob

CERTIFICATE AS TO CORPORATE PRINCIPAL

Ajax Paving Industries, Inc.

I, Christopher B. Jones, certify that I am the Corporate Secretary

Of the corporation named as principal within the bond; that Clarence Jones

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

Foot Wipe Contracting, DC
Corporate Secretary

PAYMENT BOND
(See Instructions on Reverse Side)

CONTRACT NO. **PW- 6965**
CPO NO: **2896238**
SPO NO: **2896239**

PRINCIPAL (Name, and legal status) FORT WAYNE CONTRACTING, INC/AJAX PAVING INDUSTRIES, INC, A JOINT VENTURE	DATE OF CONTRACT
SURETY Liberty Mutual Insurance Company	DATE BOND EXECUTED September 10, 2014

AMOUNT OF BOND (Express in words and figures)

ONE MILLION, SIX HUNDRED NINETY-THREE THOUSAND, THREE HUNDRED THIRTY-ONE AND 89/100 DOLLARS \$1,693,331.89

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

BUSINESS ADDRESS:

IN PRESENCE OF: WITNESS

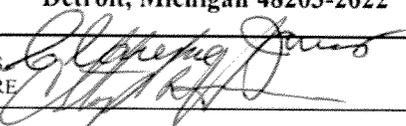
PRINCIPAL - INDIVIDUAL/PARTNER - SIGNATURE

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

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

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

CORPORATE PRINCIPAL

STATE IN WHICH INCORPORATED Michigan	BUSINESS ADDRESS: 320 East Seven Mile Road Detroit, Michigan 48203-2022	
EXECUTE CORPORATE CERTIFICATE ON REVERSE SIDE	OFFICER'S SIGNATURE 	AFFIX CORPORATE SEAL
	TITLE Clarence Jones, Estimating Manager Christopher R. Honore, Preisident	

Liberty Mutual Insurance Company

CORPORATE SURETY

STATE IN WHICH INCORPORATED Massachusetts	BUSINESS ADDRESS: 5600 New King Street, Suite 360, Troy, MI 48098	
ATTEST:  Holly Nichols	OFFICER'S SIGNATURE 	AFFIX CORPORATE SEAL
	TITLE Michelle Buechel, Attorney-in-fact	

INSTRUCTIONS

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.

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.

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

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

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

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

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

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

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

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


James A. Jacob

CERTIFICATE AS TO CORPORATE PRINCIPAL

Ajax Paving Industries, Inc.

certify that I am the Corporate Secretary of Ajax Paving Industries, Inc.
Corporate Secretary

Of the corporation named as principal within the bond; that Clarence Jones / President

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

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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

Certificate No. 6611424

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick; Holly Nichols; Michael D. Lechner; Michelle Buechel; Paul M. Hurley; Richard S. McGregor; Robert D. Heuer; T. R. Guy

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of June, 2014.



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 16th day of June, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 14.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

BID BOND City of Detroit Construction Contract	Contract Number PW- 6965 CPO NO: 2896238 SPO NO: 2896239
Principal Fort Wayne Contracting, Inc. / Ajax Paving Industries, Inc., Joint Venture	Date of Bid August 28, 2014
Surety Liberty Mutual Insurance Company	Date Bond Executed August 28, 2014
Amount of Bond (express in words and figures) Five Percent of Accompanying Bid	(5% of Bid)

KNOW ALL MEN BY THESE PRESENTS:

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

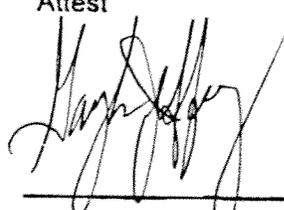
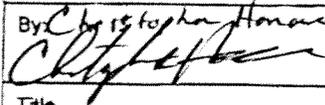
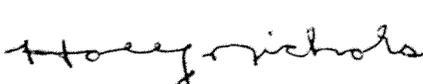
NOW THEREFORE, We the Principal and Surety, bind ourselves to the City in the amount of the bond stated above, that if the above proposal is accepted, the Principal will promptly enter into contract in accordance with the proposal, otherwise the Principal and/or Surety will pay the amount stated above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

SIGNED AND SEALED on the date indicated above.

In Presence of: ~~Witness~~

Individual Principal

- | | | |
|----------|-------|--------------|
| 1. _____ | as to | _____ (L.S.) |
| 2. _____ | as to | _____ (L.S.) |
| 3. _____ | as to | _____ (L.S.) |
| 4. _____ | as to | _____ (L.S.) |

Attest 	Corporate Principal Fort Wayne Contracting, Inc./Ajax Paving Industries, Inc.		AFFIX CORPORATE SEAL
	Business Address: 300 E. Seven Mile Road, Detroit, MI 48203	By: <i>Christopher Honor</i>  Title: <i>President</i>	
Attest  Holly Nichols	Corporate Surety Liberty Mutual Insurance Company		AFFIX CORPORATE SEAL
	Business Address: 5600 New King Street, Suite 360, Troy, MI 48098	By: <i>Michelle Buechel</i>  Title: Michelle Buechel, Attorney-in-fact	

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Of the corporation named as principal in the within bond:

that Christopher Honore / Clarence Jones, who signed the said bond
on behalf of the principal, was then President / EST. Manager

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

James A. Jacob, ASAX (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.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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

Certificate No. 6611383

American Fire and Casualty Company
The Ohio Casualty Insurance Company

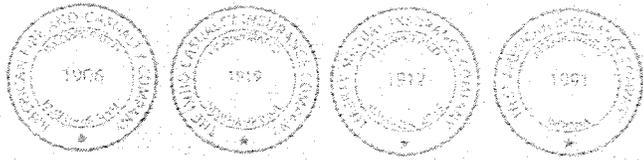
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick; Holly Nichols; Michael D. Lechner; Michelle Buechel; Paul M. Hurley; Richard S. McGregor; Robert D. Heuer; T. R. Guy

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of June, 2014



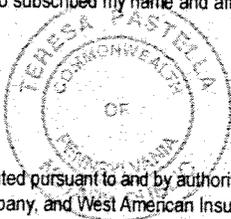
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 16th day of June, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of August, 2014



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

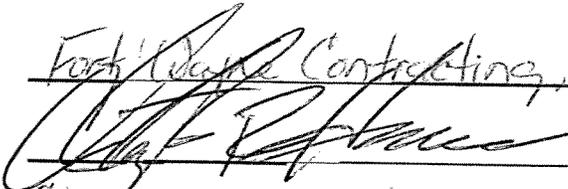
Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Prevailing Wage and Fringe Benefit Rates Required for City Projects Ordinance Contractor Certification

By signature in the space provided below, the Contractor acknowledges receipt of a copy of Ordinance No. 01-04, which is entitled Prevailing Wage and Fringe Benefit Rates Required for City Project and codified at Sections 18-5-60 through 18-5-69 of the 1984 Detroit City Code ("Ordinance"), a copy of which is attached to and made a part of this contract and affirms that it will comply with this Ordinance in all respects.

The Contractor affirms that prevailing wages, as established from time to time by the State of Michigan, shall be paid by the Contractor and all subcontractors under the terms of the Contract and for the duration of the Contract.

Company Name: Frost/Dwayne Contracting, Inc
Authorized Signature:  Date: 8/28/14
Print Name: Christopher B. Hanore
Title: President

CPO# 2896238

Prevailing Wage and Fringe Benefit Rates Required for City Projects Ordinance Contractor Certification

By signature in the space provided below, the Contractor acknowledges receipt of a copy of Ordinance No. 01-04, which is entitled Prevailing Wage and Fringe Benefit Rates Required for City Project and codified at Sections 18-5-60 through 18-5-69 of the 1984 Detroit City Code ("Ordinance"), a copy of which is attached to and made a part of this contract and affirms that it will comply with this Ordinance in all respects.

The Contractor affirms that prevailing wages, as established from time to time by the State of Michigan, shall be paid by the Contractor and all subcontractors under the terms of the Contract and for the duration of the Contract.

Company Name: Aigx Paving Industries, Inc
Authorized Signature: Clarence Jones Date: 8/28/14
Print Name: Clarence Jones
Title: Estimating Manager

CPO# 2896238

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

CITY OF DETROIT
SLAVERY ERA RECORD AND INSURANCE DISCLOSURE AFFIDAVIT

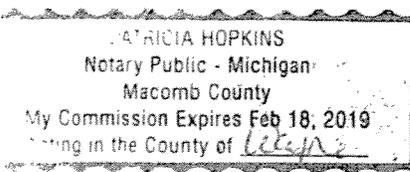
- 1. Name of Contractor: Fort Wayne Contracting, Inc
2. Address of Contractor: 330 E Seven Mile Rd, Detroit, MI 48203
3. Name of Predecessor Entities (if any): NA
4. Prior Affidavit submission? No Yes, on: 7/18/2011

If "No", complete Items 5 and 6.
If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.

- 5. Contractor was established in (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.
Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slaveholder insurance policies.
Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slaveholder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slaveholders, is disclosed in the attached document(s).
6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

Christopher B. Thomas (Printed Name) President (Title)
[Signature] (Signature) 8/28/14 (Date)

Subscribed and sworn to before me this 28th day of August, 2014
Patricia Hopkins
Notary Public, Macomb County, Michigan
My Commission Expires: 2/18/2019



CPO:2896238

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

CITY OF DETROIT

SLAVERY ERA RECORD AND INSURANCE DISCLOSURE AFFIDAVIT

- 1. Name of Contractor: Ajax Paving Industries, Inc.
- 2. Address of Contractor: 830 Kirk Blvd, Ste. 100
Troy, MI
- 3. Name of Predecessor Entities (if any): NA

- 4. Prior Affidavit submission? No Yes, on: 7/18/11
(Date of prior submission)

If "No", complete Items 5 and 6.
If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.

- 5. Contractor was established in _____ (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slaveholder insurance policies.

Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slaveholder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slaveholders, is disclosed in the attached document(s).

- 6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

Clarence Jones (Printed Name) Estimating Manager (Title)
Clarence Jones (Signature) 8/28/14 (Date)

Subscribed and sworn to before me this,
28th day of August, 2014
Rebecca A. Tchorz
Notary Public, Wayne County, Michigan
My Commission expires: April 10, 2018

REBECCA A. TCHORZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Apr 10, 2018
ACTING IN COUNTY OF DALLAS

CPO:2896238

Hiring Policy Compliance Affidavit

I, Christopher R. Norre, Being duly sworn, state that I am the
President of Fort Wayne Contracting, Inc. of Fort Wayne Contracting, Inc. / Alex Pavilion Industries, Inc., Joint Venture
Title Name of Bidder Corp or Other Business Entity

and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

SIGNED,

Christopher R. Norre

Title: President Date: 8/28/14
of Fort Wayne Contracting, Inc.

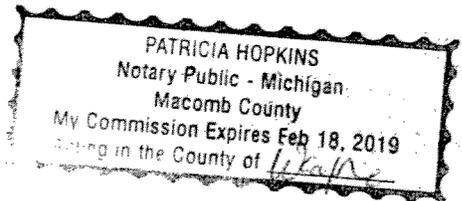
STATE OF Michigan)
) SS
COUNTY OF Macomb)

The foregoing Affidavit was acknowledged before me the 28th day of August, 2014.
By Christopher R. Norre

Notary Public, County of: Macomb *Patricia Hopkins*
Signature of Notary

State of: Michigan

My commission expires: 2/18/2019



APPLICATION FOR EMPLOYMENT

We consider applications for all positions without regard to race, color, religion, creed, sex, national origin, disability, sexual orientation, citizenship status or any other legally protected status.

Position(s) Applied For	Date of Application
-------------------------	---------------------

How Did You Learn About Us?

Advertisement Relative Inquiry
 Employment Agency Friend Other _____

Last Name	First Name	Middle Name
-----------	------------	-------------

Address	Number	Street	City	State	Zip Code
---------	--------	--------	------	-------	----------

Telephone Number(s)	Social Security Number (Voluntary)		
---------------------	------------------------------------	--	--

Best time to contact you at home is: _____:_____ ^{AM}/_{PM}

If you are under 18 years of age, can you provide required proof of your eligibility to work? Yes No

Have you ever filed an application with us before? Yes No
 If Yes, give date _____

Have you ever been employed with us before?..... Yes No
 If Yes, give date _____

Do any of your friends or relatives, other than spouse, work here? Yes No

Are you currently employed? Yes No

May we contact your present employer? Yes No

Are you prevented from lawfully becoming employed in this country because of Visa or Immigration Status
Proof of citizenship or immigration status will be required upon employment. Yes No

Date available for work ___/___/___ What is your desired salary range? _____

Are you available to work: Full-Time (please indicate 1 2 3 shift)
 Part-Time (please indicate Mornings Afternoon Evenings)
 Temporary (please indicate dates available ___/___/___ - ___/___/___)

Are you currently on "lay-off" status and subject to recall? Yes No

Can you travel if a job requires it? Yes No

A criminal record does not constitute an automatic bar to employment and will be considered only as it relates to the job in question.

EMPLOYMENT EXPERIENCE

Start with your present or last job. Include any job-related military service assignments and volunteer activities. You may exclude organizations which indicate race, color, religion, gender, national origin, disabilities or other protected status.

1.	Employer	Dates Employed		Work Performed
		From	To	
	Address			
	Telephone Number(s)	Hourly Rate/Salary		
		Starting	Final	
	Job Title	Supervisor		
	Reason for Leaving			
2.	Employer	Dates Employed		Work Performed
		From	To	
	Address			
	Telephone Number(s)	Hourly Rate/Salary		
		Starting	Final	
	Job Title	Supervisor		
	Reason for Leaving			
3.	Employer	Dates Employed		Work Performed
		From	To	
	Address			
	Telephone Number(s)	Hourly Rate/Salary		
		Starting	Final	
	Job Title	Supervisor		
	Reason for Leaving			
4.	Employer	Dates Employed		Work Performed
		From	To	
	Address			
	Telephone Number(s)	Hourly Rate/Salary		
		Starting	Final	
	Job Title	Supervisor		
	Reason for Leaving			

If you need additional space, please continue on a separate sheet of paper.

List professional, trade, business or civic activities and offices held.

You may exclude membership which would reveal gender, race, religion, national origin, age, ancestry, disability or other protected status:

ADDITIONAL INFORMATION

Other Qualifications

Summarize special job-related skills and qualifications acquired from employment or other experience.

SPECIALIZED SKILLS (CHECK SKILLS/EQUIPMENT OPERATED)

<input type="checkbox"/> Terminal	<input type="checkbox"/> Spreadsheet	Production/Mobile Machinery (list)	Other (list)
<input type="checkbox"/> PC/MAC	<input type="checkbox"/> Word Processing	_____	_____
<input type="checkbox"/> Typewriter	<input type="checkbox"/> Shorthand	_____	_____
WPM _____	WPM _____	_____	_____
		_____	_____

State any additional information you feel may be helpful to us in considering your application.

Note to Applicants: DO NOT ANSWER THIS QUESTION UNLESS YOU HAVE BEEN INFORMED ABOUT THE REQUIREMENTS OF THE JOB FOR WHICH YOU ARE APPLYING.

Can you perform the essential functions of the job, for which you are applying, either with or without a reasonable accommodation? YES NO

REFERENCES

1. _____ (_____) _____ Phone #
(Name) _____

(Address)
2. _____ (_____) _____ Phone #
(Name) _____

(Address)
3. _____ (_____) _____ Phone #
(Name) _____

APPLICANT'S STATEMENT

I certify that answers given herein are true and complete.

I authorize investigation of all statements contained in this application for employment as may be necessary in arriving at an employment decision.

This application for employment shall be considered active for a period of time not to exceed 45 days. Any applicant wishing to be considered for employment beyond this time period should inquire as to whether or not applications are being accepted at that time.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any employment relationship with this organization is of an "at will" nature, which means that the Employee may resign at any time and the Employer may discharge Employee at any time with or without cause. It is further understood that this "at will" employment relationship may not be changed by any written document or by conduct unless such change is specifically acknowledged in writing by an authorized executive of this organization.

In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge. I understand, also, that I am required to abide by all rules and regulations of the employer.

Signature of Applicant

Date

FOR PERSONNEL DEPARTMENT USE ONLY

Arrange Interview Yes No

Remarks _____

INTERVIEWER DATE

Employed Yes No Date of Employment _____

Job Title _____ Hourly Rate/
Salary _____ Department _____

By _____
NAME AND TITLE DATE



CITY OF DETROIT
FINANCE DEPARTMENT
PURCHASING DIVISION

1008 COLEMAN A. YOUNG
MUNICIPAL CENTER
DETROIT, MICHIGAN 48226
PHONE 313 • 224 • 4600
FAX 313 • 224 • 4374

For Personal or Delivery Service delivery of quotations:

The Coleman A. Young Municipal Center has increased its security measures at all points of entry and exit to the building. Please allow ample time to pass through the security checkpoints to allow for the timely submission of your bid. A list of items not allowed in the building is listed below for your information. For delivery by a service or individual other than the bidder, it is the responsibility of the bidder to inform the service or individual of the City of Detroit's security policy.

NOTICE COLEMAN A. YOUNG MUNICIPAL CENTER PROHIBITED ITEMS

Listed below are items that are **STRICTLY PROHIBITED** in the Coleman A. Young Municipal Center. Your cooperation in this matter is appreciated. Your non-cooperation may result in items being confiscated and possible criminal prosecution under applicable statutes or ordinances.

METAL OR RATTAIL COMBS	GUNS (incl. Models, replicas and/or toys)
All KNIVES, INCL. PEN KNIVES	TWEEZERS
BULLETS (or anything similar)	BOX CUTTERS
RAZORS OR RAZOR BLADES	BRASS KNUCKLES
SPIKES	MASTER LOCKS
SCREWDRIVERS, TOOLS, ETC.	MACE OR PEPPER SPRAY
GLASS BOTTLES	SCISSORS
ALUMINUM CANS	PC37/P38 CAN OPENERS
KNIVES, FORKS, SPOONS	HAIR CLIPPERS
CAN OPENERS	FLAT IRONS
NAILS, SCREWS, BOLTS	NAIL FILES
FINGERNAIL POLISH	MANICURE SETS/NAIL CLIPPERS
CORDS	CURLING IRONS
HEADPHONES WITH CORDS	HANDCUFFS
MEASURING TAPES	EXPLOSIVE OBJECTS/MATERIALS
PERFUME BOTTLES	HAIRSPRAY
CAMERAS	TAPE RECORDERS
VIDEO CAMERAS	HAIRPICKS WITH NO TIPS
SYRINGES	SPRAY CANS
NEEDLES OF ANY KIND	LARGE HANGING KEY STRAPS
COIL/NECK/PULL CORDS ON KEY CHAINS	DENTAL FLOSS
GLASS PICTURE FRAMES	MIRRORS OF ANY KIND
BODY SPRAYS	GLASS OF ANY KIND
CIGARETTE LIGHTERS	WIRES/LOOSE BATTERIES

OTHER ITEMS DEEMED TO BE DANGEROUS BY SECURITY PERSONNEL WILL BE EXCLUDED AND CONFISCATED WHEN NECESSARY.

TABLE OF CONTENTS
PW-6965
SECTION I

<u>DIVISION</u>	<u>PAGES</u>
BULLETIN	
ADVERTISEMENT	AD.1 - AD.2
SPECIAL NOTICE TO BIDDERS	NB.1 - NB.21
STANDARD INSTRUCTIONS TO BIDDERS	SI.1 - SI.7
<u>PROPOSAL</u>	
PART I – BASE BID	P.1 - P.1d
PART II - CONDITIONS	P.2 - P.3
PART III – NAME, ADDRESS, LEGAL STATUS AND SIGNATURE OF BIDDER	P.4 - P.5
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER	P.6
AGREEMENT	A.1 - A.4
BID BOND	BB.1 – BB.2
PERFORMANCE BOND	PB.1 – PB.2
PAYMENT BOND	PAB.1 – PAB.2
<u>CONTRACT FORMS</u>	
Equalization Requirements	
Equalization Eligibility Form	
Affidavit of Eligibility for Equalization Credit	
Prevailing Wage Ordinance and Contractor Certification	
Slavery Era Records & Insurance Disclosure Ordinance and Affidavit	
Executive Order 2007-1	
Hiring Policy & Compliance Affidavit	
Irrevocable Bank Letter of Credit	
Non- Collusion Affidavit of Subcontractor	
Human Rights Department Clearance-Covenant of Equal Opportunity	
Subcontractor Approval Form	
City Acknowledgment	
Corporate Acknowledgment	
Sole Proprietor Acknowledgment	
Resolution of Corporate Authority	
Certificate of Partnership Authority	
Clearance Notification & Forms	
GENERAL CONDITIONS	GC.1 - GC.16
PREVAILING WAGE RATES	

TABLE OF CONTENTS
PW-6965
SECTION II

2012 Michigan Department of Transportation Standard Specifications
for Construction

Michigan Manual of Uniform Traffic Control Devices, 2009 Edition

SECTION III

CONTRACT DRAWINGS AND SPECIAL PROVISIONS

BULLETIN NO. 1
MIKE DUGGAN, MAYOR
CITY OF DETROIT

2.2 MILES OF HMA RESURFACING AND MISCELLANEOUS CONSTRUCTION ON
SCHOOLCRAFT BETWEEN WYOMING & GRAND RIVER AND
MT. ELLIOTT BETWEEN SEVEN MILE & EIGHT MILE
FOR THE DEPARTMENT OF PUBLIC WORKS

PW-6965
CPO NO: 2896238
SPO NO: 2896239

AUGUST 27, 2014

This Bulletin is hereby made a part of the Contract Documents of the above named City of Detroit contract for which bids will be received as advertised at the Finance Department, Purchasing Division, Room 1008, Coleman A. Young Municipal Center, Detroit, Michigan 48226 **until 2:00 P.M. Detroit time, Thursday August 28, 2014** and shall be taken into account in preparing the Proposal.

1. UNIT PRICE SCHEDULE P.1c, Item No. 53

Item No 53 of the Unit Price Schedule has been changed from 8117001 __ Recessing Pav't Mrkg, 12 inch to **8117001 __ Recessing Pav't Mrkg, 6 inch. The quantity of 1,521 Ft remains the same.** Substitute and complete the attached "Revised Unit Price Schedule" page P. 1c when submitting the bid.

Ron Brundidge, Director
DEPARTMENT OF PUBLIC WORKS

This bulletin has been taken into account in preparing the proposal and is hereby made a part of the proposal submitted by:

Fort Wayne Contracting, Inc /
Ajax Paving Industries, Inc, Joint Venture
(Bidder's Name)

(Signature) President - Fort Wayne
Christopher Honore (Title) Contractor

NOTE: THIS BULLETIN MUST BE SIGNED BY THE BIDDER AND SUBMITTED WITH THE PROPOSAL TO HAVE A COMPLETE AND REGULAR BID.

CITY OF DETROIT
MIKE DUGGAN, MAYOR

ADVERTISEMENT TO BID
2.2 MILES OF HMA RESURFACING AND MISCELLANEOUS CONSTRUCTION ON
SCHOOLCRAFT BETWEEN WYOMING & GRAND RIVER AND
MT. ELLIOTT BETWEEN SEVEN MILE & EIGHT MILE
FOR THE DEPARTMENT OF PUBLIC WORKS

PW-6965
CPO NO: 2896238
SPO NO: 2896239

Sealed proposals will be received at the Finance Department, Purchasing Division, Room 1008, Coleman A. Young Municipal Center, Detroit, Michigan 48226 until 2:00 P.M. Detroit time, **Thursday August 28, 2014** and then at such place and time publicly opened and read aloud.

The bidding documents, which must be used in submitting a proposal, may be examined at the City Engineering Division of DPW, 65 Cadillac Square, 9th floor Cadillac Tower, Detroit, Michigan 48226, during regular business hours, 8:00 A.M. - 4:00 P.M., and copies may be obtained upon payment of \$25.00. **Payment is non-refundable.**

SCOPE OF WORK: The work consists of approximately 2.2 miles of cold milling HMA surface, HMA resurfacing, concrete curb, sidewalk, curb ramps, HMA approaches, drainage structure adjustments, pavement markings and other miscellaneous construction on Schoolcraft between Wyoming and Grand River and Mt. Elliott between Seven Mile and Eight Mile Road in accordance with the 2012 Michigan Department of Transportation (MDOT) Standard Specifications for Construction and the 2009 Michigan Manual of Uniform Traffic Control Devices included by reference in the proposal. The improvements covered by this proposal are based on the August 28, 2008 Michigan Department of Transportation local agency guidelines for geometrics (3R) except where otherwise indicated in the proposal and Supplemental Specifications contained herein.

A Mandatory Pre-Bid Meeting to answer any questions relative to the work or contract documents will be held on Thursday August 21, 2014 at 9:30 a.m. in the City Engineering Division's Conference Room, 65 Cadillac Square, 9th floor Cadillac Tower, Detroit, Michigan 48226. Contractors are encouraged to be on time. As those arriving after the administrative portion of the meeting will not be allowed to sign in and deemed ineligible to bid. For additional information on the Pre-Bid Meeting, contact Ms. Adrienne D. Smith at 313-224-3950. For questions concerning the specifications or drawings, contact Mr. Noel Santos at 313-224-3822.

Bids are solicited only from qualified contractors regularly engaged in the required construction work and having adequate work experience to successfully complete work of the described size and scope. The successful low bidder must attain necessary clearances and provide bonds and insurance within 10 days of the bid date.

No proposal once submitted may be withdrawn for at least 120 days after the actual opening of the bids. The City of Detroit reserves the right to waive any irregularity in any bid, or to reject any or all bids should it be deemed in its best interest.

Each proposal must be accompanied by a certified check, bank draft, irrevocable bank letter of credit, or a satisfactory surety bond in an amount not less than 5% of the total bid price as a guarantee and security for the acceptance of the contract. Checks shall be made payable to the treasurer, City of Detroit. Bonds shall be issued by a guaranty or surety company licensed to do business in the State of Michigan.

In determining the low bidder, Detroit-based firms will be given an equalization percentage credit over non-Detroit firms in accordance with Ordinance 19-86.

Per **Executive Order No. 2007-1** worker hours on any construction project funded in whole or in part by city, state, or federal funds shall be performed by not less than 50% bona fide Detroit residents. Where possible, these percentages shall be applied on a craft-by-craft basis. For purposes of Executive Order No. 2007-1, worker hours shall include work performed by persons filling apprenticeship and on-the-job training positions.

The City of Detroit does not discriminate on the basis of handicap. This contract is financed by State of Michigan funds.

City of Detroit

Richard T. Doherty, City Engineer
City Engineering Division
Department of Public Works

Boysie Jackson, Chief Procurement Officer
Purchasing Division
Finance Department

Ron Brundidge, Director
Department of Public Works

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 consists, in general, of approximately 2.2 miles of cold milling HMA surface, HMA resurfacing, concrete curb, sidewalk, curb ramps, HMA approaches, drainage structure adjustments, pavement markings and other miscellaneous construction on Mt. Elliott Avenue between E. Seven Mile Road and E. Eight Mile Road and Schoolcraft between Wyoming and Grand River.

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 the Buildings and Safety Engineering and Environmental Department 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 2012 Michigan Department of Transportation (MDOT) Standard Specifications for Construction and the 2009 Michigan Manual of Uniform Traffic Control Devices as amended by Bulletin.

Section III consists of separate drawings prepared by the City Engineering Division together with any other Detailed Specifications, Supplemental and Special Provisions included in these documents.

SPECIAL NOTICE TO BIDDERS**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 & Affidavit
Slavery Era Records & Insurance Disclosure Ordinance and Affidavit
Hiring Compliance Policy & Affidavit
Proposal Signature Pages
Agreement Signature Page
Acknowledgment - City
Acknowledgment - Corporation
Acknowledgment - Sole Proprietorship or Partnership
Resolution of Corporate Authority
Certificate of Partnership Authority

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

7. HUMAN RIGHTS CLEARANCE

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

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

8. CONTRACTOR AUTHORITY TO START WORK

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

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.

SPECIAL NOTICE TO BIDDERS**11. AUDIT**

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

12. INDEMNITY AND DAMAGES

A. The Contractor agrees to save harmless the City against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses including without limitation, reasonable fees and expenses for attorneys (at the prevailing market rate for such legal services, expert witnesses and other consultants), which may be imposed upon, incurred by or asserted against the City by reason of any of the following occurring during the term of this Contract:

1. Any negligent or tortuous act, error or omission of the Contractor or any of its Associates for whose acts any of them might be liable, regardless of whether or not it is caused in part by a person indemnified hereunder.
2. Any failure by the Contractor or any of its Associates to perform its obligations, either expressed, or implied under this Contract.

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

- B. The Contractor undertakes and assumes all risk of dangerous conditions, if any, in and about any City premises and agrees to make an examination of all places where it will be performing the Services in order to determine whether such places are safe for the performance of the Services. The Contractor also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its associates for personal injuries or property damage while performing under this Contract on premises which are not owned by the City.
- 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.

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

F. The Contractor agrees that this Article 12 Indemnity and Damages shall apply to all matters described in Article 12-A, Indemnity and Damages, (whether the matter is litigated or not) which occur or arise between the Contractor or its Associates, and the City, and agrees to save the City harmless there from as provided in this Article 12.

13. TERMINATION FOR CONVENIENCE

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

14. RIGHTS, REMEDIES AND JURISDICTION

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

15. COMPARABLE OR EQUIVALENT TERMS

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

16. BASIS OF PROPOSAL

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

SPECIAL NOTICE 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
802 Coleman A. Young Municipal Center
Detroit, Michigan 48226

18. BOND REQUIREMENTS

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

TYPE OF CONTRACT	PERFORMANCE BOND	PAYMENT BOND
City of Detroit financed contracts of \$50,000 and under	25% of contract price	25% of contract price
City of Detroit financed contracts over \$50,000 but under \$1,000,000	50% of contract price	50% of contract price
All contracts over \$1,000,000 or those financed by Federal funds	100% of contract price	100% of contract price

19. INSURANCE

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

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
A. Worker's Compensation Insurance	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 to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance)	\$1,000,000 minimum combined single limit
D. Umbrella Excess Liability Insurance	\$4,000,000 minimum combined single limit per occurrence/aggregate

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

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

"During the effective period of the policies mentioned herein, it is agreed that this insurance specifically covers liability assumed by the insured under the provisions of CPO No. 2896238 dated _____ entered into by the insured and the City of Detroit".

SPECIAL NOTICE TO BIDDERS19. 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 Section, 1006 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 Property Damage Insurance shall provide coverage for the so called "X"-explosion, "C" - collapse, and "U" - underground damage hazards or exposures.

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

Fire Insurance - Not Required.

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

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

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

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

- A. Single Contract: A bidder who has been awarded only a single pavement resurfacing contract, shall begin his operations at the site of the work on the date ordered in the written notice of the Engineer, and shall fully complete the entire work thereunder within **60 calendar days** after the issuance of the start work notice in accordance with the provisions of Article 3 of the Agreement. **The contract will terminate on December 31, 2015.**
- B. Multiple Contracts: A bidder who currently has two or more awarded pavement resurfacing contracts on which work has not been started, may be permitted to start work on such contracts on dates selected by him provided that such dates are first submitted to and approved in writing by the Engineer. The City, however, through the Engineer, may order the starting of any particular Contract or Contracts on specific dates when, in the judgement of the Engineer, so doing is in the best interest of the City.

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

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

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

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

SPECIAL NOTICE TO BIDDERS**20A. TIME OF STARTING AND COMPLETING WORK** (Continued)**C. Single Contract - Containing Multiple Streets**

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

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

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

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

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

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

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

It is contemplated that all work will be completed during the **2014** 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 2014** shall be such that:

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

SPECIAL NOTICE TO BIDDERS**20A. TIME OF STARTING AND COMPLETING WORK** (Continued)**C. Single Contract - Containing Multiple Streets** (Continued)

When no further work can be done in the **Fall of 2014**, 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 2015**.

Work shall be resumed in the **Spring of 2015** on a date ordered or approved in writing by the City Engineer and shall, thereafter, be fully completed within the number of calendar days remaining from the stipulated total of **60** days.

Whenever work is not completed within a given construction season and is scheduled to resume the following construction season(s), as described above, or whenever work cannot commence due to seasonal limitations and starting is delayed to a subsequent construction season(s), such starting delay and/or carry over to the following year(s) shall be done at no additional cost to the City of Detroit.

The unit prices or contract bid price shall remain firm and will not be changed due to the above reasons.

The Contractor shall prepare his bid taking the above detailed requirements into consideration.

20B. OTHER CONTRACTS

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

21. ALLEY CLOSINGS

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

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

22. LIQUIDATED DAMAGES

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

SPECIAL NOTICE TO BIDDERS**23. CONTRACT PAYMENTS**

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

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

24. FEDERAL REGULATIONS

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

25. INFORMATION TO BE SUBMITTED WITH BID

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

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

26. CHANGES TO STANDARD CONTRACT DOCUMENTS

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

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

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

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

B. General Conditions

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

SPECIAL NOTICE TO BIDDERS

26. CHANGES TO STANDARD CONTRACT DOCUMENTS (Continued)

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

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

"Subcontracting of pavement items, other than streets and alleys, may be permitted after a review of the proposed Subcontractor and the scope of work to be sublet has been made by the City Engineering Division - DPW. The Contractor shall submit the necessary Subcontractor approval request forms, insurance certificates, and such other affidavits as may be required by the contract prior to the review by the City Engineering Division - DPW. Approval of any Subcontractor shall not relieve the prime Contractor of any responsibilities, duties, and/or liabilities as defined in other sections of this Contract. The bidder is particularly reminded that the prime Contractor is required to provide a competent superintendent or general foreman at the site of the work at all times work is in progress on the Contract. Such individual shall have full authority to act for the Contractor."

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

"The Testing Laboratory required to 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.

Article 36 - "FAIR EMPLOYMENT PRACTICES"

Delete this Article in its entirety and substitute the following:

SPECIAL NOTICE TO BIDDERS26. CHANGES TO STANDARD CONTRACT DOCUMENTS (Continued)Article 36 - "FAIR EMPLOYMENT PRACTICES" (Continued)

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

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

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

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

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

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

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

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

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

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

SPECIAL NOTICE TO BIDDERS26. CHANGES TO STANDARD CONTRACT DOCUMENTS (Continued)Article 36 - FAIR EMPLOYMENT PRACTICES (Continued)General Conditions E. (Continued)

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

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

F. Federal References

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

G. City References

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

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

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

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

SPECIAL NOTICE TO BIDDERS

26. CHANGES TO STANDARD CONTRACT DOCUMENTS (Continued)

Article 36 - FAIR EMPLOYMENT PRACTICES (Continued)

Add the following Article:

General Conditions

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

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

The following are current City holidays: New Year's Day, Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve. The Contractor shall be responsible for confirming with the City Engineering Division, 65 Cadillac Square, 9th Floor Cadillac Tower Building any amendments to this list of calendar dates designated as paid holidays for City of Detroit employees.

"The unit rate per hour for the purpose of overtime pay deductions, as referred in Article 9, of the General Specifications "Hours of Work", shall be **\$30.00/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

27. PRE-PERFORMANCE CONFERENCE

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

28. SUBCONTRACTS

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

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 AND HUD

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

32. WORKING AREA

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

1. Prior to starting the work, the Contractor shall prepare and submit to the Engineer a drawing indicating the limits of the work area required for his operations and said area is not to exceed twenty-five (25) feet beyond the existing curb of the street. The work area shall be sufficient for storage of materials and supplies, for hauling of materials and for parking of his employees' cars.
2. The Engineer, the Contractor, and a representative of the Community Development Commission will inspect the proposed working area and will note the condition of the area with regard to grade, type, and condition of surface, and existing vegetation.

SPECIAL NOTICE TO BIDDERS**32. WORKING AREA** (Continued)

3. After receiving approval of the work area, the Contractor shall place stakes, which shall define the limits of the work area. The Contractor shall inform his employees, subcontractors, and suppliers that all operations shall be restricted to the approved work area. The Contractor shall be responsible for restricting his work force from trespassing outside the limits of the approved work area.
4. Prior to completing the Contract, the Contractor shall restore the approved work area and any additional adjoining area that has been damaged by the operations of the Contractor, the Contractor's employees, subcontractors and suppliers. The restoration shall include removal of surplus soil and/or the furnishing and placing of additional fill if required, re-grading, preparation of soil for rye seeding, if required, and the furnishing and sowing of rye seed, if required. Concrete batch plant or materials for mixing concrete for paving are not to be located on the job site.

33. AFFIRMATIVE ACTION - INFORMATION TO BIDDERS

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

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

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

A. Contracts Under \$100,000

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

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

B. Contracts Over \$100,000

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

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

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

SPECIAL NOTICE TO BIDDERS**34. SECTION 3 CLAUSE**

Not Used

35. AUDIT ACCESS

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

36. COMPLIANCE WITH CLEAN AIR AND WATER ACTS

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

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

37. RETAINAGE REQUIREMENT STATE ACT 524 OF 1980

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

- A. As provided in the Act, the following persons are hereby designated to receive and submit, respectively, the requests for progress payments:

For the City: Engineer of Streets

- 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**37. RETAINAGE REQUIREMENT STATE ACT 524 OF 1980**

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. PREVAILING WAGE**

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

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

39. SUBCONTRACTOR UTILIZATION (EXECUTIVE ORDER NO. 4)

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

40. PROMPT PAYMENT

The individual responsible for accepting performance under this Contract is:

Mr. Richard Doherty, P.E. City Engineer
 DPW - City Engineering Division
 65 Cadillac Square, 9th Floor Cadillac Tower
 Detroit, Michigan 48226
 313-224-3955 Telephone
 313-224-3471 Fax
dohertyr@detroitmi.gov

The contact person from whom payment should be requested is:

Mr. Michel Bongo, Manager II
 Finance-Central Accounting/DPW
 2 Woodward Avenue, 646 Coleman A. Young Municipal Center
 Detroit, Michigan 48226
 313-628-2623 Telephone
 313-628-2631 Fax
bongom@detroitmi.gov

41. INVOICING

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

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

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

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

SPECIAL NOTICE TO BIDDERS41. INVOICING (Continued)

Submit only the original invoice to:

City of Detroit, Finance-Accounts Payable Division
2 Woodward Avenue,
1006 Coleman A. Young Municipal Center
Detroit, MI 48226

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

DPW-City Engineering Division
Attention: Charlotte Robinson
65 Cadillac Square, Suite 900
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.

STANDARD INSTRUCTIONS TO BIDDERS

1. GENERAL PURPOSE & INTENT

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

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

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

2. THE CONTRACT DOCUMENTS

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

PART I

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

PART II

- General Specifications
- Detailed Specifications

PART III

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

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

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

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

Titles, subtitles, headings, running headings and tables of content as used throughout the Contract Documents are merely convenience and in themselves are not a Contract

provision or requirement and are not to be taken into account in any way in construing any of the rights or obligations of the parties to the Contract.

3. INTERPRETATION OF CONTRACT DOCUMENTS

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

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

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

4. BIDDER'S QUALIFICATION

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

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

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

5. BIDDER'S EXAMINATIONS & INVESTIGATIONS

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

STANDARD INSTRUCTIONS TO BIDDERS

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

The submission of a proposal shall, in itself, be conclusive evidence that the bidder has made all examinations and investigations he deemed necessary to properly prepare a proposal meeting all Contract requirements.

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

6. LABOR & MATERIALS

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

A. Materials: All materials and equipment incorporated in the work of this Contract shall be new. No secondhand or salvaged materials or equipment will be permitted unless specifically specified.

B. Availability of Materials: The specified time of completion is based upon the availability of the required materials. It will be assumed by the City that each bidder will have made his own investigation and determination of the probable availability of the required materials in the amounts and at the times necessary to complete the work within the time allowed for completion.

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

- 1) The materials which in the judgment of the Engineer were properly determined to be available at time of bidding, become unavailable during construction;
- 2) Diligent efforts have been made by the Contractor to secure the materials;
- 3) The Engineer has been notified sufficiently in advance so that available substitutions could have been considered.
- 4)

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

7. BASIS OF BID - PRICE REQUIRED

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

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

A. Single Lump Sum Price: When proposals are invited on the basis of a lump sum price for the entire work included in the Contract, then only a single lump sum price shall be submitted.

B. Lump Sum Price for All or Parts of the Work: When proposals are invited on the basis of a lump sum price for the entire work included in the Contract with the option for separate bids on designated parts of the work, the bidder may submit a lump sum price for the entire work and or separate lump sum prices for such of the designated parts he is qualified to perform.

C. Lump Sum Prices for Designated Parts of the Work: When proposals are invited on the basis of separate lump sum prices designated for parts of related work with no provision for a single lump sum price for the entire work, the bidder may submit a lump sum price for each of the designated parts he is qualified to perform. No price shall be submitted for doing the entire work, or combination of parts thereof, as a single contract.

D. Lump Sum Price - Two or More Independent Contracts: When the Proposal is common to two or more Contracts for work which is distinctly separated but of the same general type, the bidder may submit a lump sum price for such Contracts as he selects, with the Proposal for each Contract to be considered independently. Unless the Proposal otherwise provides, it will be understood that the bidder considers himself qualified to perform concurrently each of the Contracts for which he submits a price and to perform each in accordance with its own specific Contract requirements.

When the Proposal so provides, a bidder, whose capacity for doing concurrent work prevents him from accepting all the contracts on which he may desire to submit proposals, may submit a lump sum price on such contracts as he selects with the understanding that he would be awarded only the total number of contracts which he stipulates in the Proposal that he has the capacity to accept and perform concurrently. However, the bidder shall not designate

STANDARD INSTRUCTIONS TO BIDDERS

which he submits a price and to perform each in accordance with its own specific Contract requirements.

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

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

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

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

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

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

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

to be rejected.

8. PREPARATION OF PROPOSALS

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

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

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

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

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

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

STANDARD INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

Individual

- 1) Legal status - place "X" in box for "Individual."
- 2) Home address and Social Security number

A bid by a person who adds to his signature the word "President," "Partner," "Agent," or other designation, without disclosing his principal, may be held to be the bid of the individual signing.

Doing Business Under An Assumed Name

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

Co-Partnership

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

Corporation

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

Agent

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

STANDARD INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

10. SUBMITTING BID

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

B. Place and Time: Bids will be received during the regular business hours at the place and up to the time stated in the Advertisement, or up to the time as extended by Bulletin. Bids may be delivered in person or mailed, but delivery is the bidders' entire responsibility. 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 and read aloud promptly after the designated time at the place stated in the Advertisement or as extended by Bulletin, and bidders are invited to be present.

12. COMPARISON OF BIDS

A. Lump Sum Bids: Bids on lump sum contracts will be compared on the basis of the lump sum price bid, adjusted for alternate prices bid if any are called for in the Proposal.

B. Unit Price Bids: Bids on unit price contracts will be compared on the basis of a total estimated price, arrived at by taking the estimated quantities of each item stated in the Proposal, multiplied by the corresponding unit prices bid, and including any lump sum bids on individual items. Any

STANDARD INSTRUCTIONS TO BIDDERS

errors found in the bidder's extensions or addition will be corrected, since the individual unit prices govern, and the total estimated price will be adjusted accordingly.

C. Evaluated Bids: Bids on an evaluated basis will be compared on the basis of the net evaluated bid price. Any errors found in the bidder's computation will be corrected and the net evaluated bid price adjusted accordingly. The Contract, if awarded, will be awarded at the bid price to the responsible bidder having the lowest net evaluated bid price.

13. REJECTION OF BIDS

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

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

14. AWARD OF CONTRACT

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

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

15. CONTRACT EXECUTION

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

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

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

16. BOND REQUIREMENTS

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

- A. *Performance Bond*, to insure construction and completion of the entire work according to the requirements of the Contract and within the time allowed.
- B. *Payment Bond*, for the protection of claimants supplying labor and materials to the principal contractor or his sub-contractors in the prosecution of the work.

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

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

STANDARD INSTRUCTIONS TO BIDDERS

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

17. ASSIGNMENT OF CONTRACT

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

18. SUBCONTRACTS

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

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

PROPOSAL
FOR
PW-6965

PROPOSAL

TO : City of Detroit
 Finance Department
 Purchasing Division
 Detroit, Michigan 48226

PROJECT: PW-6965
 CPO No. 2896238
 SPO No. 2896239

**BITUMINOUS PAVEMENT RESURFACING OF CLASS "C" STREETS, ADA
RAMP CONSTRUCTION AND RELATED WORK FOR THE DEPARTMENT OF
PUBLIC WORKS**

PART I - BASE BID

I. PRICE BID

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

The undersigned agrees that any incidental work required to perform complete 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.

PW-6965
2.2 MILES OF HMA RESURFACING & MISC. CONSTRUCTION ON
SCHOOLCRAFT BETWEEN WYOMING & GRAND RIVER AND
MT. ELLIOTT BETWEEN SEVEN MILE & EIGHT MILE

UNIT PRICE SCHEDULE

Project Completion: 60 Days

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.

ITEM NO.	DESCRIPTION OF ITEM	QTY.	PAY UNIT	UNIT PRICE	ITEM TOTAL
1	1500001 Mobilization, Max. ____	1	LS	\$98,000.00	\$98,000.00
2	2040050 Pavt, Rem	701	Syd	\$50.00	\$35,050.00
3	2040055 Sidewalk, Rem	3,055	Syd	\$30.00	\$91,650.00
4	2047001 _ Curb, Rem, Modified	7,532	Ft	\$25.00	\$188,300.00
5	2047001 _ Integral Curb and Sidewalk, 2 Feet, Rem, Modified	200	Ft	\$10.00	\$2,000.00
6	2050023 Granular Material, CI II	15	Cyd	\$100.00	\$1,500.00
7	2057021 _ Excavation, Earth, Modified	15	Cyd	\$100.00	\$1,500.00
8	3020010 Aggregate Base, 4 inch	600	Syd	\$0.01	\$6.00
9	4037001 _ Sewer Cleanout, Modified	3,200	Ft	\$1.00	\$3,200.00
10	4037030 _ Dr Structure Cover, Modified	48,500	Lb	\$1.55	\$75,175.00
11	4037050 _ Catch Basin A, Modified	2	Each	\$200.00	\$400.00
12	4037050 _ Catch Basin BT, Modified	2	Each	\$200.00	\$400.00
13	4037050 _ Dr Structure Cleaning, Modified	162	Each	\$100.00	\$16,200.00
14	4037050 _ Dr Structure Cover, Adj, Case 1, Modified	123	Each	\$350.00	\$43,050.00
15	4037050 _ Dr Structure Cover, Adj, Case 2, Modified	6	Each	\$400.00	\$2,400.00
16	4037050 _ Reconstruct Dr Structure, Case 1, Modified	33	Each	\$350.00	\$11,550.00
17	5010001 Pavt, Cleaning	1	LS	\$8,700.00	\$8,700.00
18	5010005 HMA Surface, Rem	2,090	Syd	\$2.02	\$4,221.80
19	5010008 Pavt for Butt Joints, Rem	1,546	Syd	\$2.02	\$3,122.92
20	5010025 Hand Patching	80	Ton	\$0.01	\$0.80
SUBTOTAL P. 1a, ITEMS 1-20					\$586,426.52
NAME OF CONTRACTOR: Fort Wayne Contracting, Inc/Ajax Paving Industries, a joint venture					

UNIT PRICE SCHEDULE (CONTINUED)

ITEM NO.	DESCRIPTION OF ITEM	QTY.	PAY UNIT	UNIT PRICE	ITEM TOTAL
21	5010051 HMA, 4E3	5,812	Ton	\$62.35	\$362,378.20
22	5010057 HMA, 5E3	4,359	Ton	\$66.17	\$288,435.03
23	5017011 _Cold Milling HMA Surface, Modified	52,835	Syd.	\$2.02	\$106,726.70
24	5017031 _Conditioning Existing Pavement, Modified	240	Ton	\$27.00	\$6,480.00
25	5017031 _HMA Approach, Modified	279	Ton	\$140.00	\$39,060.00
26	5017031 _HMA Shoulder, Modified	49	Ton	\$140.00	\$6,860.00
27	6027011 _Conc Pavt, Misc, Nonreinf, 6 inch, Modified	515	Syd.	\$0.01	\$5.15
28	6027011 _Conc Pavt, Misc, Nonreinf, 8 inch, Modified	500	Syd.	\$0.01	\$5.00
29	6027011 _Pavt Repr., Misc, Nonreinf Conc, 10 inch, Modified	600	Syd.	\$1.00	\$600.00
30	6037001 _Curb, Conc, Detail CD, Modified	7,532	Ft	\$0.01	\$75.32
31	6027011 _Pavt Repr, Rem, Modified	1,100	Syd.	\$1.00	\$1,100.00
32	8027001 _Detectable Warning Surface Tile, Modified	700	Ft	\$60.00	\$42,000.00
33	8027010 _Sidewalk Ramp, ADA, Modified	6,255	Sft	\$2.80	\$17,514.00
34	8027010 _Sidewalk, Conc, 4 inch, Modified	17,352	Sft	\$2.80	\$48,585.60
35	8027010 _Sidewalk, Conc, 6 inch, Modified	3,127	Sft	\$0.10	\$312.70
36	8027001 _Integral Curb and Sidewalk, 2 Feet, Modified	200	Ft	\$20.00	\$4,000.00
37	8027010 _Sidewalk, Conc with Tree Roots, 4 inch, Modified	756	Sft	\$0.01	\$7.56
38	8110024 Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	862	Ft	\$2.45	\$2,111.90
39	8110041 Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk	130	Ft	\$4.95	\$643.50
40	8110044 Pavt Mrkg, Ovly Cold Plastic, 18 inch, Stop Bar	245	Ft	\$7.95	\$1,947.75
SUBTOTAL P. 1b, ITEMS 21-40					\$928,848.41
NAME OF CONTRACTOR: Fort Wayne Contracting, Inc/Ajax Paving Industries, a joint venture					

REVISED UNIT PRICE SCHEDULE (CONTINUED)

ITEM NO.	DESCRIPTION OF ITEM	QTY.	PAY UNIT	UNIT PRICE	ITEM TOTAL
41	8110063 Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym	3	Each	\$145.00	\$435.00
42	8110068 Pavt Mrkg, Ovly Cold Plastic, Only	4	Each	\$155.00	\$620.00
43	8110069 Pavt Mrkg, Ovly Cold Plastic, Railroad Sym	4	Each	\$345.00	\$1,380.00
44	8110071 Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym	1	Each	\$215.00	\$215.00
45	8110154 Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	20,497	Ft	\$0.55	\$11,273.35
46	8110197 Pavt Mrkg, Thermopl, 6 inch, Crosswalk	659	Ft	\$2.35	\$1,548.65
47	8110217 Pavt Mrkg, Thermopl, 18 inch, Stop Bar	172	Ft	\$6.75	\$1,161.00
48	8110218 Pavt Mrkg, Thermopl, 24 inch, Stop Bar	228	Ft	\$8.65	\$1,972.20
49	8117001 Pavt Mrkg, Modified Urethane, 6 inch, Cross Hatching, Yellow	605	Ft	\$2.00	\$1,210.00
50	8117001 _Recessing Pav't Mrkg, 12 inch	130	Ft	\$2.50	\$325.00
51	8117001 _Recessing Pav't Mrkg, 18 inch	417	Ft	\$2.75	\$1,146.75
52	8117001 _Recessing Pav't Mrkg, 24 inch	228	Ft	\$3.65	\$832.20
53	8117001 _Recessing Pav't Mrkg, 6 inch	1,521	Ft	\$1.75	\$2,661.75
54	8120012 Barricade, Type III, High Intensity, Double Sided, Lighted Furn	25	Each	\$69.95	\$1,748.75
55	8120013 Barricade, Type III, High Intensity, Double Sided, Lighted Oper	25	Each	\$0.01	\$0.25
56	8120140 Lighted Arrow, Type C, Furn	8	Each	\$395.00	\$3,160.00
57	8120141 Lighted Arrow, Type C, Oper	8	Each	\$0.01	\$0.08
58	8120170 Minor Traf Devices	1	LS	\$68,294.00	\$68,294.00
59	8120221 Pavt Mrkg, Type NR, Paint, 4 inch, Yellow, Temp	20,497	Ft	\$0.14	\$2,869.58
60	8120240 Pavt Mrkg, Type R, Paint, 4 inch, White, Temp	500	Ft	\$1.00	\$500.00
SUBTOTAL P. 1c, ITEMS 41-60					\$101,353.56
NAME OF CONTRACTOR: Fort Wayne Contracting, Inc/Ajax Paving Industries, a joint venture					

UNIT PRICE SCHEDULE (CONTINUED)

ITEM NO.	DESCRIPTION OF ITEM	QTY.	PAY UNIT	UNIT PRICE	ITEM TOTAL
61	8120241 Pavt Mrkg, Type R, Paint, 4 inch, Yellow, Temp	500	Ft	\$1.00	\$500.00
62	8120250 Plastic Drum, High Intensity, Furn	240	Each	\$14.95	\$3,588.00
63	8120251 Plastic Drum, High Intensity, Oper	240	Each	\$0.01	\$2.40
64	8120350 Sign, Type B, Temp, Prismatic, Furn	6,000	Sft	\$3.50	\$21,000.00
65	8120351 Sign, Type B, Temp, Prismatic, Oper	6,000	Sft	\$0.01	\$60.00
66	8120370 Traffic Regulator Control	1	LS	\$34,933.00	\$34,933.00
67	8160090 Water, Sodding/Seeding	1	Unit	\$200.00	\$200.00
68	8167011 _Hydroseeding Modified	2,085	Syd	\$2.00	\$4,170.00
69	8167021 _Topsoil Surface, Furn, LM, Modified	175	Cyd	\$50.00	\$8,750.00
70	8237050 _Water Shutoff, Adj, Modified	10	Each	\$350.00	\$3,500.00
SUBTOTAL P. 1c, ITEMS 61-70					\$76,703.40
GRAND TOTAL P.1a + P.1b + P.1c + P.1d, ITEMS 1-70					\$1,693,331.89
NAME OF CONTRACTOR: Fort Wayne Contracting, Inc/Ajax Paving Industries, a joint venture					

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

PROPOSAL

PART II CONDITIONS

II. 1 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. 2 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. 3 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. 4 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. 5 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. 6 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. 7 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. 8 REJECTION OF BIDS

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

PROPOSAL

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

This Proposal is submitted in the name of:

Fort Ligonie Contracting, Inc /
Ajax Paving, Tardif's, Inc, Joint Venture
(Print full legal name)

45-054373

38-1383205

Federal ID Number

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

Street:

320 E. Seven Mile Rd.

City:

Detroit

Zip Code:

48203

State:

MI

Telephone No:

313-368-3400

Fax No:

313-368-3406

E-Mail Address:

Deethy@fortligoniecontracting.com

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

INDIVIDUAL

DOING BUSINESS UNDER AN ASSUMED NAME, which is registered with the County of Clerk of the County of _____, Michigan

CO-PARTNERSHIP, which is registered with the County Clerk of the County of _____, Michigan

CORPORATION, incorporated under the laws of the State of _____
(If other than Michigan Corp.)

Now licensed to do business in Michigan

YES

NO

Certificate on P. 5 has been executed as evidence the person signing has the authority to commit the corporation to this Proposal

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

NAME AND TITLE

HOME ADDRESS

(Include City, State & Zip Code)

Christopher R. Horvath - President - Fort Ligonie Contracting, Inc

Clarence Jones - Est. Manager - Ajax Paving

Signed and Sealed

This 28th day

of August, 20 14

By

Christopher R. Horvath
Clarence Jones
(Signature)

Title President - Fort Ligonie Contracting, Inc
Estimating Manager - Ajax Paving, Inc
(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, James A. Jacob, certify that I am the Corporate Secretary of the corporation named as Bidder herein; that Clarence Jones who signed this Proposal on behalf of said corporation, was then Estimating Manager of said corporation; that said Proposal was duly signed and the corporate seal affixed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

8/28/2014
(Date)

James A. Jacob
(Signature)
James A. Jacob, Secretary
Ajax Raving Industries, Inc.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Michigan

SS

County of Wayne

Christopher B. Honors being first duly sworn, deposes and says that:

1. He is President, Treasurer, Secretary of (owner, partner, officer, representative, or agent)

Fort Wayne Contracting, Inc, the bidder that has submitted the attached bid,

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such a bid is genuine and is not a collusive or sham bid;

4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Detroit or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

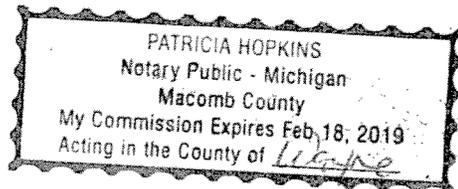
[Signature]
(Signed)

President, Treasurer, Secretary
Title Fort Wayne Contracting, Inc.

Subscribed and sworn to before me this 28th day of August, 20 14

Patricia Hopkins
Title

My commission expires: 2/18/2019



NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Michigan
County of Oakland SS

Clarence Jones being first duly sworn, deposes and says that:

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

Clarence Jones
(Signed)
Estimating Manager
Title Apex Racing Industries, Inc.

Subscribed and sworn to before me
this 28th day of August, 2014
Rebecca A. Tchorz
Title
My commission expires: April 10, 2018

REBECCA A. TCHORZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Apr 10, 2018
ACTING IN COUNTY OF OAKLAND

AGREEMENT

CONTRACT TITLE 2.2 MILES OF HMA RESURFACING AND MISCELLANEOUS CONSTRUCTION ON SCHOOLCRAFT BETWEEN WYOMING & GRAND RIVER AND MT. ELLIOTT BETWEEN SEVEN MILE & EIGHT MILE	CONTRACT NUMBER PW- 6965 CPO NO: 2896238 SPO NO: 2896239
PARTY OF THE FIRST PART (The City) City of Detroit, Michigan, a municipal corporation acting through the DIRECTOR, DEPARTMENT OF PUBLIC WORKS 2 WOODWARD AVENUE 802 COLEMAN A. YOUNG MUNICIPAL CENTER DETROIT, MICHIGAN 48226	NUMBER OF BULLETINS 1 DATE OF AGREEMENT
PARTY OF THE SECOND PART (Contractor) FORT WAYNE CONTRACTING, INC/AJAX PAVING INDUSTRIES, INC, A JOINT VENTURE 320 EAST SEVEN MILE ROAD DETROIT, MICHIGAN 48203-2022	
CONTRACT PRICE ONE MILLION, SIX HUNDRED NINETY-THREE THOUSAND, THREE HUNDRED THIRTY-ONE AND 89/100 \$1,693,331.89	

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

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

1. THE CONTRACT

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

2. WORK INCLUDED

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

3. TIME PROVISIONS

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

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

4. LIQUIDATED DAMAGES

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

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

AGREEMENT

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.

A. 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.

B. 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 judgement, 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 judgement 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 judgement 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 judgement, 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

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

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

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

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

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

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

F. *Acceptance of Final Payment:* The acceptance by the Contractor, or by anyone claiming by or through him, of the final payment, based on the Engineer's final estimate and the amount allowed by the Common Council, whether such payment be made pursuant to any judgement 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 judgement 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.

WITNESSES:

1. Patricia Hopkins
(Signature)

Patricia Hopkins
(Print Name)

2. Rebecca A. Tator
(Signature)

REBECCA A TATOR
(Print Name)

WITNESSES:

1. Pamela Parker
(Signature)

Pamela Parker
(Print Name)

2. Charlotte Robinson
(Signature)

CHARLOTTE ROBINSON
(Print Name)

PW- 6965 2.2 Miles HMA Resurfacing
CPO NO: 2896238
SPO NO: 2896239

THIS CONTRACT WAS APPROVED
BY THE CITY COUNCIL ON:

SEP 07 2014

Bonnie Jackson
Purchasing Director Date

CONTRACTOR: FORT WAYNE
CONTRACTING, INC/AJAX
PAVING INDUSTRIES, INC. A JOINT VENTURE

BY Christopher B. Moore
(Signature)

Christopher B. Moore
(Print Name)

ITS: President - Fort Wayne Contracting, Inc
Clarence Jones
(Signature)

Print: Clarence Jones
Its: Estimating Manager - Ajax Paving, Inc
Inc

CITY OF DETROIT - DPW

BY Ron Brundidge
(Signature)

Ron Brundidge

ITS: DIRECTOR

APPROVED BY LAW DEPARTMENT
PURSUANT TO §6-406 OF THE
CHARTER OF THE CITY OF
DETROIT

[Signature] 9-18-14
Corporation Counsel Date

THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE PURCHASING
DIRECTOR.

CITY ACKNOWLEDGMENT

STATE OF mi)
)SS.
COUNTY OF Wayne)

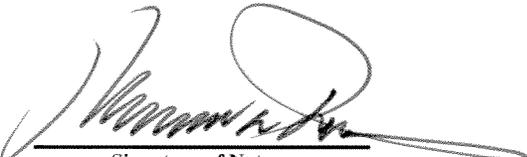
The foregoing contract was acknowledged before me the 15th day of September, 2014 by

Ron Brundidge, the Director of the Department of Public Works

on behalf of the City.

PW- 6965 2.2 Mile HMA Resurfacing
CPO NO: 2896238
SPO NO: 2896239

Notary Public, County
of: Macomb


Signature of Notary

State of:



JOSE T ABRAHAM
Notary Public, State of Michigan
County of Macomb
My Commission Expires Nov. 28, 2016
Acting in the County of Wayne

My commission expires:

CORPORATE ACKNOWLEDGMENT

STATE OF Michigan)
)SS.
COUNTY OF Wayne)

The foregoing contract was acknowledged before me the 11th day of September, 2014

by Christopher B. Honore and Clarence Jones
(Name of person who signed the contract)

the President - Fort Wayne Contracting, Inc / Estimating Manager - Ajax Paving Industries, Inc
(Title of person who signed the contract as it appears on the contract)

of **Fort Wayne Contracting, Inc/Ajax Paving Industries, Inc, a joint venture**
(Complete name of the corporation)

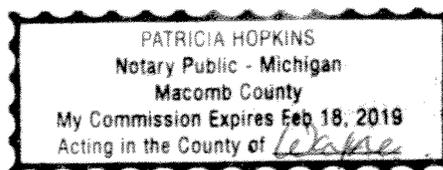
on behalf of the Corporation.

PW- 6965 2.2 Mile HMA Resurfacing
CPO NO: 2896238
SPO NO: 2896239

Notary Public,
County of: Macomb Patricia Hopkins
Signature of Notary

State of: Michigan

My commission expires: 2/18/2019



RESOLUTION OF CORPORATE AUTHORITY

I, Christopher R. Horne, Corporate Secretary of Fort Wayne Contracting, Inc
I, James A. Jacob, Corporate Secretary of Ajax Paving Industries, Inc
I, _____, Corporate Secretary of Fort Wayne Contracting, Inc/Ajax
(name of corporate secretary)

Paving Industries, Inc, a joint venture

a **Michigan** 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 Fort Wayne - 9/15/13 and that the same is now in full force and effect:

Ajax Paving - 3/31/14
(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

Christopher R. Horne - Fort Wayne Contracting / Mark Johnston - Ajax Paving is Chairman
David R. Cooper - Ajax Paving Industries, Inc is President
Christopher R. Horne - Fort Wayne Contracting / James A. Jacob - Ajax is (are) Vice President(s),
Christopher R. Horne - Fort Wayne Contracting / James A. Jacob - Ajax is Treasurer,
Christopher R. Horne - Fort Wayne Contracting / James A. Jacob - Ajax is Secretary,
Clarence Jones - Ajax Paving Industries, Inc is Executive Director, and
Clarence Jones - Ajax Paving Industries, Inc is Estimating Manager

I FURTHER CERTIFY that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in **CPO No. 2896238, PW-6965, 2.2 Miles of HMA Resurfacing on Schoolcraft between Wyoming & Grand River and Mt. Elliott between Seven Mile & Eight Mile between Fort Wayne Contracting, Inc/Ajax Paving Industries, Inc, a joint venture and the City of Detroit, acting through the Director of the Department of Public Works** and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 14th day of September, 2014.

CORPORATE SEAL
(if any)

[Signature]
Corp. Sec. - Fort Wayne Contracting, Inc
James A. Jacob
Corporate Secretary
Ajax Paving Industries, Inc

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