

CONTRACT TRANSMITTAL RECORD

PERSONAL SERVICE

PROFESSIONAL SERVICE

CONTRACT PO # **2903219**
 STANDARD PO # **2903220**
 CHANGE ORDER #

TYPE OF CONTRACT: (Check One) <input checked="" type="checkbox"/> CONSTRUCTION/DEMOLITION <input type="checkbox"/> LEASE <input type="checkbox"/> DEED <input type="checkbox"/> PROFESSIONAL SERVICES <input type="checkbox"/> PERSONAL SERVICES	DEPARTMENT HEAD'S SIGNATURE  RON BRUNDIDGE, DIRECTOR-DPW	DEPARTMENT DPW / CITY ENGINEERING DIVISION	
FUNDING SOURCE % FEDERAL STATE CITY 100% METRO FUND OTHER	DEPARTMENT CONTACT PERSON ADRIENNE D. SMITH	PHONE NO. 313-224-3950	REVISION
CONTRACTOR'S NAME: <p style="text-align: center;">GIORGI CONCRETE, LLC</p>		DATE PREPARED 5/20/15	REVISION
CONTRACTOR'S ADDRESS: <p style="text-align: center;">20450 SHERWOOD DETROIT, MI 48234-2929</p>	CHANGE <input type="checkbox"/> CURRENT CONTRACT AMOUNT \$999,685.00		
PHONE NO. 313-366-2921 , FAX: 313-366-0349		<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL	
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 38-3397261		MINORITY FIRM <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
PURPOSE OF CONTRACT: PW-7594, REPAIR OF TREE-ROOT DAMAGED SIDEWALKS & DRIVEWAYS - WESTSIDE			
ACCOUNT STRING: 3305-194000-019048-632100-11317-000000-A4510			

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	REQUESTING DEPARTMENT  AUTHORIZED DEPARTMENT REPRESENTATIVE	5/21/15 JUN 01 2015
MAY 28 2015	BUDGET <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  BUDGET DIRECTOR OR DEPUTY	JUN 01 2015
	GRANT MANAGEMENT SECTION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL _____ GRANT ACCOUNTANT	
	LAW DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  CORPORATION COUNSEL	6/8/15
	PURCHASING DIVISION  PURCHASING DIRECTOR	

RECEIVED

JUN 03 2015

CITY COUNCIL APPROVAL JCC REFERENCE: PAGE _____ DATE **JUN 23 2015**

CITY OF DETROIT
CONTRACTS SECTION
LAW DEPARTMENT

Use Only One Set For Each Contract Package

FRC APPROVAL
JUL 27 2015

EXECUTED CONTRACT

BOOK NO. _____

CPO NO. **2903219**

SPO NO. **2903220**

**CITY OF DETROIT
MIKE DUGGAN, MAYOR**

PROPOSAL:

REPAIR OF TREE-ROOT DAMAGED SIDEWALKS & DRIVEWAYS AT
VARIOUS LOCATIONS ON THE WESTSIDE OF THE CITY OF DETROIT
FOR THE DEPARTMENT OF PUBLIC WORKS

PW-7594

PREPARED BY:

**CITY ENGINEERING DIVISION
DEPARTMENT OF PUBLIC WORKS
RICHARD DOHERTY, P.E., CITY ENGINEER**

FEBRUARY 2015

**GIORGI CONCRETE, LLC
20450 SHERWOOD
DETROIT, MICHIGAN 48234-2929
\$999,685.00**

PERFORMANCE BOND (See Instructions on Reverse Side)	CONTRACT NO. PW-7594 CPO NO: 2903219 SPO NO: 2903220
PRINCIPAL (Name, and legal status) GIORGI CONCRETE, LLC	DATE OF CONTRACT
SURETY North American Specialty Insurance Company	DATE BOND EXECUTED 05/12/2015

AMOUNT OF BOND (Express in words and figures)
NINE HUNDRED NINETY-NINE THOUSAND, SIX HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS \$999,685.00

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

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

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

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

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

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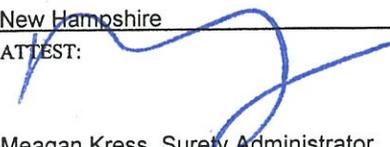
NAMES OF ALL PARTNERS	BUSINESS ADDRESS:
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IN PRESENCE OF: WITNESS	PRINCIPAL - INDIVIDUAL/PARTNER - SIGNATURE
1. _____ AS TO 1. _____ (L.S.)	
2. _____ (5-74) AS TO 2. _____ (L.S.)	

CORPORATE PRINCIPAL

STATE IN WHICH INCORPORATED Michigan	BUSINESS ADDRESS: 20450 Sherwood Detroit, MI 48234-2929	
EXECUTE CORPORATE CERTIFICATE ON REVERSE SIDE	OFFICER'S SIGNATURE <i>Anthony Giorgi</i>	AFFIX CORPORATE SEAL
	TITLE PRESIDENT	

CORPORATE SURETY

STATE IN WHICH INCORPORATED New Hampshire	BUSINESS ADDRESS: 650 Elm Street Manchester, NH 03101	
ATTEST:  Meagan Kress, Surety Administrator	OFFICER'S SIGNATURE <i>Jennifer A. Gareffa</i>	AFFIX CORPORATE SEAL
	TITLE Jennifer A. Gareffa, Attorney-In-Fact	

PAYMENT BOND (See Instructions on Reverse Side)	CONTRACT NO. PW-7594 CPO NO: 2903219 SPO NO: 2903220
PRINCIPAL (Name, and legal status) GIORGI CONCRETE, LLC	DATE OF CONTRACT
SURETY North American Specialty Insurance Company	DATE BOND EXECUTED 05/12/2015
AMOUNT OF BOND (Express in words and figures) NINE HUNDRED NINETY-NINE THOUSAND, SIX HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS \$999,685.00	

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

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

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

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

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

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

CORPORATE PRINCIPAL

STATE IN WHICH INCORPORATED Michigan	BUSINESS ADDRESS: 20450 Sherwood Detroit, MI 48234-2929	
EXECUTE CORPORATE CERTIFICATE ON REVERSE SIDE	OFFICER'S SIGNATURE <i>Anthony Hung</i>	AFFIX CORPORATE SEAL
	TITLE PRESIDENT	

CORPORATE SURETY

STATE IN WHICH INCORPORATED New Hampshire	BUSINESS ADDRESS: 650 Elm Street Manchester, NH 03101	
ATTEST: <i>[Signature]</i> Meagan Kress, Surety Administrator	OFFICER'S SIGNATURE <i>Jennifer A. Gareffa</i>	AFFIX CORPORATE SEAL
	TITLE Jennifer A. Gareffa, Attorney-In-Fact	

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

ROBERT TROBEC, KATHLEEN M. IRELAN, JENNIFER A. GAREFFA,

IAN J. DONALD, JEFFREY A. CHANDLER and ALAN P. CHANDLER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 13th day of March, 2013.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 13th day of March, 2013, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of May, 2015.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

BID BOND City of Detroit Construction Contract	Contract Number PW-7594 CPO NO: 2903219 SPO NO: 2903220
Principal Giorgi Concrete, LLC	Date of Bid 3/5/2015
Surety North American Specialty Insurance Company	Date Bond Executed 3/5/2015
Amount of Bond (express in words and figures) Five Percent of the Amount of Bid (5%)	

KNOW ALL MEN BY THESE PRESENTS:

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

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

SIGNED AND SEALED on the date indicated above.

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

Attest <i>Christina A. Pankant</i>	Corporate Principal Giorgi Concrete, LLC	AFFIX CORPORATE SEAL
	Business Address: 20450 Sherwood, Detroit, MI 48234	
	By: <i>Anthony Giorgi</i> Title: ANTHONY GIORGI, PRESIDENT	

Attest <i>Meagan Kress</i>	Corporate Surety North American Specialty Insurance Company	AFFIX CORPORATE SEAL
	Business Address: 650 Elm Street, Manchester, NH 03101	
	By: <i>Jennifer A. Gareffa</i> Title: Jennifer A. Gareffa, Attorney-In-Fact	

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

ROBERT TROBEC, KATHLEEN M. IRELAN, JENNIFER A. GAREFFA,

IAN J. DONALD, JEFFREY A. CHANDLER and ALAN P. CHANDLER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary bc, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 13th day of March, 2013.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 13th day of March, 2013, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 5th day of March, 2015.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

EQUALIZATION ELIGIBILITY FORM

In accordance with Ordinance No. 31-99, any Detroit based firm shall be deemed a better bid than the bid of any competing firm which is not Detroit-based, whenever the bid of such competing firm shall be equal to or higher than the bid of the Detroit-based firm after the appropriate equalization percentage credit from the Equalization Allowance Table has been applied to the bid of the Detroit-based firm. **NOTE: IT IS THE VENDOR'S RESPONSIBILITY TO COMPLETE THIS FORM, PROVIDE ALL NECESSARY DOCUMENTATION AND RETURN IT WITH YOUR BID. FAILURE TO DO SO MAY RESULT IN EQUALIZATION NOT BEING APPLIED.**

Company Name: GIORGI CONCRETE LLC

PW # 7594

CPO # 2903219

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

Vendor to check all categories which apply*

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

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

TABLE I

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

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

TABLE II

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

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

Detroit Business Certification Program

FY 2013 - 2014

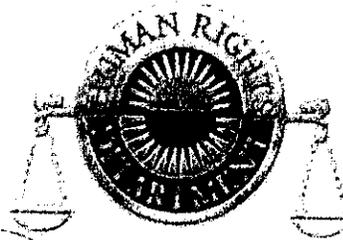
Certificate of Approval

This is to certify the business below has met all requirements set forth by the Human Rights Department as

**Detroit Headquartered Business (DHB)
and Detroit Small Business (DSB)**

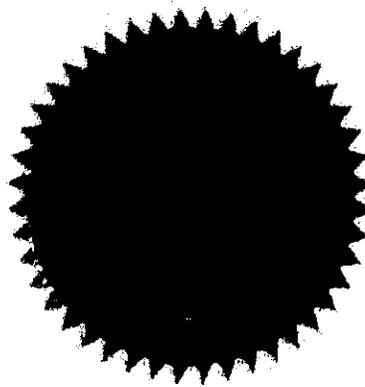
commencing **May 30, 2014** expiring on **May 30, 2015**.

Giorgi Concrete LLC



Patricia L. Ford

Business Certification Specialist



City of Detroit
Mike Duggan, Mayor

**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: GIORGI CONCRETE LLC

Authorized Signature: Anthony Giorgi Date: 3-5-2015

Print Name: ANTHONY GIORGI

Title: PRESIDENT

CPO# 2903219

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

CITY OF DETROIT
SLAVERY ERA RECORD AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: GIORGI CONCRETE LLC
2. Address of Contractor: 20450 SHERWOOD
DETROIT, MI 48234

3. Name of Predecessor Entities (if any):

4. Prior Affidavit submission? No Yes, on: 2-4-2014 (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.

ANTHONY GIORGI (Printed Name) PRESIDENT (Title)

Anthony Giorgi (Signature) 3-5-2015 (Date)

Subscribed and sworn to before me this 5th day of MARCH 2015,
Cecilia S. [Signature]
Notary Public, MALDEN County, Michigan
My Commission expires: 6-12-2016

CPO# 2903219

Hiring Policy Compliance Affidavit

I, ANTHONY GIORGI, Being duly sworn, state that I am the
PRESIDENT of GIORGI CONCRETE LLC
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,

Anthony Giorgi

Title: PRESIDENT Date: 3-5-2015

STATE OF MICHIGAN)
COUNTY OF WAYNE) SS

The foregoing Affidavit was acknowledged before me the 5th day of MARCH, 2015,
By URSULA DEBRABANT

Notary Public, County
of: MACOMB Ursula DeBrabant
Signature of Notary

State of: MICHIGAN

My commission expires: 6-12-2016



APPLICATION FOR EMPLOYMENT

An Equal Opportunity Employer

All applicants are considered without regard to race, color, gender, religion, national origin, age, marital or veteran status, mental or physical disability unrelated to job performance or any other legally protected status.

POSITION APPLYING FOR: _____ DATE: _____

PERSONAL INFORMATION

Legal name: First _____ Last _____ Middle Initial _____

Address: Street _____ City _____ State _____ Zip code _____

Home Telephone: _____ Other Telephone: _____

E-mail: _____ Social Security #: _____

Driver's License #: _____ State: _____
(if position requires operation of a company vehicle)

Are you legally eligible for employment in the United States? Yes No

United States Visa status, if applicable: _____

Are you at least 18 years old? Yes No

POSITION INFORMATION

Position(s) applying for: _____ Salary desired: \$ _____

Employment status desired: Full Time Part Time Temporary

What hours are you available to work? _____

If hired, when could you start? _____

How did you hear about this job? _____

EDUCATION

Type of school	Name and Location	Dates Attended	Degree Received	Subjects Studied	Did you graduate?
High School					
College / University					
Graduate School					
Tech School					
Other					

Special courses, training or experience acquired, including military experience: _____

SKILLS

Clerical / Office skills		
Computer skills	Name of software:	<input type="checkbox"/> PC <input type="checkbox"/> Mac <input type="checkbox"/> WPM
Languages		
Other special knowledge or skills		

Please describe any other experience, abilities or skills that might be helpful in considering your application: _____

CERTIFICATION & AUTHORIZATION

I hereby certify that all statements made in this application are true and correct to the best of my knowledge and belief. I understand that any misrepresentations or omissions of facts in this application are grounds for disqualification from further consideration or for dismissal from employment.

I authorize the company to inquire into my educational, professional and past employment history references as needed to research my qualifications for this position.

If employed, I agree to conform to the rules, regulations and policies of the company. I understand that I will be an employee "at will" and either the company or I may terminate my employment relationship at any time for any reason not in violation of law.

I hereby acknowledge that I have read and fully understand the forgoing and seek employment under these conditions.

Signature of Applicant _____

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.

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

REPAIR OF TREE-ROOT DAMAGED SIDEWALKS & DRIVEWAYS
AT VARIOUS LOCATIONS ON THE WESTSIDE OF DETROIT
FOR THE DEPARTMENT OF PUBLIC WORKS

PW-7594
CPO NO: 2903219
SPO NO: 2903220

APRIL 28, 2015

This Addendum is hereby made a part of the Contract Documents for the above named City of Detroit contract for which bids were received as advertised at the Finance Department, Purchasing Division, Room 1008, Coleman A. Young Municipal Center, Detroit, Michigan 48226 until 2:00 P.M. Detroit time, Thursday March 5, 2015 and shall be taken into account in preparing the Contract.

1. UNIT PRICE SCHEDULE (P.1a)

The estimated quantities for items 3, 4, 5, 6, 7 and 10 for this project have been reduced in order to meet the budgetary requirements of the Department. The unit prices submitted by the Contractor are the same as quoted. Refer to the "2nd Revised Unit Price Schedule" in the contract.

Ron Brundidge, Director
DEPARTMENT OF PUBLIC WORKS

This addendum has been taken into account in preparing the contract and is hereby made a part of the contract documents for:

Giorgi Concrete LLC
(Print Bidder's Name)
Giorgi Concrete, LLC

Mike Delomoni Secretary
(Signature) (Title)

PROPOSAL FOR PW-7594
REPAIR OF TREE-ROOT DAMAGED SIDEWALKS AND DRIVEWAYS,
AT VARIOUS LOCATIONS - WESTSIDE
2ND REVISED UNIT PRICE SCHEDULE

Time allowed for completion: 75 Days

NOTE: Unbalanced bids will be rejected. Each Unit Price quoted must accurately reflect the labor, equipment costs, and materials necessary to perform the described tasks. 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	Excavation	40	CYD.	\$5.00	\$200.00
2	Fill (Grade A)	40	CYD.	\$10.00	\$400.00
3	Sidewalk Removal	7,000	SFT.	\$1.00	\$7,000.00
4	Sidewalk, 4" Standard	5,700	SFT.	\$4.40	\$25,080.00
5	Sidewalk, 6" Standard	1,300	SFT.	\$5.00	\$6,500.00
6	Sidewalk Replacement, 4" With Tree Roots	131,000	SFT.	\$5.40	\$707,400.00
7	Sidewalk Replacement, 6" With Tree Roots	13,200	SFT.	\$6.00	\$79,200.00
8	Driveway Replacement, 8"	200	SFT.	\$6.65	\$1,330.00
9	Driveway Replacement, 6"	300	SFT.	\$6.00	\$1,800.00
10	Driveway Replacement, 6", With Tree Roots	13,500	SFT.	\$6.00	\$81,000.00
11	Separate Type Curb Replacement	200	LFT.	\$25.00	\$5,000.00
12	Integral Curb and Sidewalk Replacement	90	LFT.	\$30.00	\$2,700.00
13	Stump Removal	20	EACH	\$150.00	\$3,000.00
14	Manhole Adjustment	5	EACH	\$250.00	\$1,250.00
15	Stop Box Adjustment	100	EACH	\$100.00	\$10,000.00
16	Seeding	0.5	ACRE	\$200.00	\$100.00
17	Topsoil	50	CYD.	\$8.00	\$400.00
18	HMA 5E3	10	TON	\$50.00	\$500.00
19	Sidewalk Ramp, ADA, Modified	200	SFT.	\$6.00	\$1,200.00
20	Detectable Warning Surface Tile, Modified	25	LFT.	\$25.00	\$625.00
21	Maintaining Traffic	1	L-SUM	\$22,000.00	\$22,000.00
22	Mobilization, Max 5%	1	L-SUM	\$43,000.00	\$43,000.00
TOTAL BID PRICE, ITEMS 1-22					\$999,685.00
NAME OF CONTRACTOR: Giorgi Concrete, LLC					

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

**BULLETIN NO. 1
MIKE DUGGAN, MAYOR
CITY OF DETROIT**

**REPAIR OF TREE-ROOT DAMAGED SIDEWALKS & DRIVEWAYS
AT VARIOUS LOCATIONS ON THE WESTSIDE OF DETROIT
FOR THE DEPARTMENT OF PUBLIC WORKS**

**PW-7594
CPO NO: 2903219
SPO NO: 2903220**

FEBRUARY 26, 2015

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 March 5, 2015 and shall be taken into account in preparing the Proposal.

- 1. **ADVERTISEMENT** (AD. 1)
There is an error in paragraph 4. The second sentence should read: "The list will be subject to addition or deletion and the locations will be scattered throughout the westside of the City of Detroit." Substitute the attached corrected page for page AD. 1 in the book.
- 2. **SPECIAL NOTICE TO BIDDERS** (NB. 9)
20A TIME OF STARTING AND COMPLETING WORK
The time allowed for this project has been reduced from 90 consecutive days to 75 consecutive days. Substitute the attached corrected page for page NB. 9 in the book, if submitting a bid.
- 3. **UNIT PRICE SCHEDULE** (P.1a)
The time allowed for this project has been reduced from 90 consecutive days to 75 consecutive days. Substitute and complete page P. 1a of the attached "Revised Unit Price Schedule" when submitting the bid.
- 4. **CLARIFICATION OF INFORMATION PROVIDED AT THE PRE-BID**
It was discussed at the Mandatory Pre-Bid meeting held on February 26, 2015 that the City wanted the work on both PW-7593 and PW-7594 to be performed concurrently. This is hereby changed as follows: **The work for PW- 7593 will begin first, after the contract is approved, (approx May or June) and once the work on PW-7593 is completed the work on PW-7594 will be scheduled to begin.**

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:

ANTHONY GIORGI
(Bidder's Name)

Anthony Giorgi
(Signature) (Title)

AD. 1

CITY OF DETROIT

**REPAIR OF TREE-ROOT DAMAGED SIDEWALKS & DRIVEWAYS
AT VARIOUS LOCATIONS ON THE WESTSIDE OF DETROIT
FOR THE DEPARTMENT OF PUBLIC WORKS**

PW-7594
CPO NO: 2903219
SPO NO: 2903220

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 March 5, 2015** 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 DPW-City Engineering Division, **2 Woodward Avenue, 642 Coleman A. Young Municipal Center, 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** by check, money order or credit card. **Payment is non-refundable.**

The work included consists of the replacement of approximately **199,300 square feet** of 4" and 6" sidewalk raised by tree roots; the replacement of approximately **10,000 square feet** of 4" and 6" sidewalk without tree roots; the possible replacement of approximately **290 linear feet** of separate type and/or integral curbs and the removal of approximately **20 tree stumps**. The work also includes stop box adjustments, manhole adjustments, joint sawing; and other miscellaneous work as determined in the field by the Engineer.

A list of locations will be provided to the successful bidder. The list will be subject to addition or deletion and the locations will be scattered throughout the westside of the City of Detroit.

A Mandatory Pre-Bid Meeting to answer any questions relative to the work or contract documents will be held Thursday February 26, 2015 at 9:30 a.m. in the City Engineering Division's Conference Room, 2 Woodward Avenue, 611 Coleman A. Young Municipal Center, Detroit, Michigan 48226.

Contractors must attend the Pre-Bid Meeting in order to bid. Potential subcontractors are encouraged to attend the meeting. It is recommended that interested contractors pick up and review documents prior to the meeting. 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 will be deemed ineligible to bid. For additional information on the Pre-Bid Meeting call Adrienne D. Smith at 313-224-3950, for questions concerning the specifications or drawings, Mr. John Edwards, P.E., at 313-806-0033.

PW-7594

NB. 9

SPECIAL NOTICE TO BIDDERS**19.05 INSURANCE** (Continued)

Fire Insurance - Not Required.

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

20A. TIME OF STARTING AND COMPLETING WORK

After the Contract is signed by the Chief Procurement Officer- Purchasing Division, the City Engineering Division will issue a written notice to the Contractor to start work at the site. The Contractor shall, thereafter, carry on his operations, in accordance with the provisions of Article 3 of the Agreement, so that the entire work will be fully completed within a total of **75 consecutive calendar days** from and including the date stipulated for work to start. **The contract will terminate on December 31, 2017.**

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

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

- A) It is contemplated that all work will be completed during the **2015** 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 **2015** shall be such that:
1. No concrete paving slabs are poured after November 1, 2015; 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, 2015.
- B) When no further work can be done in the Fall of **2015**, 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 **2016**.
- C) Work shall be resumed in the Spring of **2016** 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 **75 days**.

CITY OF DETROIT

**REPAIR OF TREE-ROOT DAMAGED SIDEWALKS & DRIVEWAYS
AT VARIOUS LOCATIONS ON THE WESTSIDE OF DETROIT
FOR THE DEPARTMENT OF PUBLIC WORKS**

**PW-7594
CPO NO: 2903219
SPO NO: 2903220**

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Contractors must attend the Pre-Bid Meeting in order to bid. Potential subcontractors are encouraged to attend the meeting. It is recommended that interested contractors pick up and review documents prior to the meeting. 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 will be deemed ineligible to bid. For additional information on the Pre-Bid Meeting call Adrienne D. Smith at 313-224-3950, for questions concerning the specifications or drawings, Mr. John Edwards, P.E., at 313-806-0033.

Bids are solicited only from qualified contractors regularly engaged in this type of work and having adequate work experience to successfully complete work of the described size and scope.

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 guarantee and security for the acceptance of the Contract. Checks shall be made payable to the Treasurer, City of Detroit. The bid bond 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 reserves the right to reject any bid if it has been determined that the bidder is not qualified or responsible to perform the work.

The City of Detroit does not discriminate on the basis of handicap.

City of Detroit

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

Boysie Jackson, Purchasing Director
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

In general the work includes the furnishing of all materials, construction tools and equipment and providing all labor for the repair or reconstruction of existing concrete sidewalks and driveways raised by tree roots at various locations city wide. Locations, where the existing sidewalk ramps are impacted by the tree roots should be also reconstructed to meet the ADA compliance. Limit, of the removals and the reconstruction of the sidewalk ramps at such locations will be determined by the Project Engineer.

The locations are scattered throughout the Westside of the City of Detroit.

3. BITUMINOUS MATERIAL PLANT

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

4. MATERIAL STORAGE YARDS

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

SPECIAL NOTICE TO BIDDERS5. CONTRACT DOCUMENTS

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

Section I contains the standard contract forms.

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

Section III consists of Contract Drawings and Supplemental Specifications:

- Special Provision for Restoration of Berm 1 page
- Special Provision for Mobilization-PW Projects 3 pages
- Special Provision for Sidewalk Ramps, ADA Modified, 2 pages
- MDOT Sidewalk Ramp Details, R-28-1, 7 pages
- Detail of Alley Return And Drive Approach, 1 page
- Curb, Conc., Detail CD, Modified, 1 page
- Integral Curb & Walk, 1 page
- Special Provision for Seeding, 1 page

6. SPECIAL FORMS

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

Equalization Requirements, Eligibility Form and Affidavit of Eligibility
 Prevailing Wage Ordinance & Contractor Certification
 Slavery Era Records & Insurance Disclosure Ordinance & Affidavit
 Hiring Policy Compliance & Affidavit
 Proposal Signature Pages
 Agreement Signature Page
 Acknowledgment - City
 Acknowledgment - Corporation
 Acknowledgment - Sole Proprietorship or Partnership
 Resolution of Corporate Authority
 Certificate of Partnership Authority

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

7. HUMAN RIGHTS

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

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

SPECIAL NOTICE TO BIDDERS**8. CONTRACTOR AUTHORITY TO START WORK**

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

9. INDEPENDENT CONTRACTOR

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

10. WAIVER

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

11. AUDIT

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

SPECIAL NOTICE TO BIDDERS12. 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 Hold-Back. The amount of the payment shall be computed by the City on the basis of the services rendered, and such other means which, in the judgment of the City, represents a fair value of the services provided, less the amount of any previous payments made, which final payment the Contractor agrees shall constitute full and complete payment and satisfaction under this Contract. Should the City or the City's designee undertake any part of the services which are to be performed by the Contractor, to the extent such services are being performed by the City or its designee the Contractor shall not be entitled to any compensation for the services so performed. This section is subject to the maximum sum payable provision of this Contract.

14. RIGHTS, REMEDIES AND JURISDICTION

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

SPECIAL NOTICE TO BIDDERS

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

Unit Price Basis

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:

<u>Type of Contract</u>	<u>Performance Bond</u>	<u>Payment Bond</u>
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

SPECIAL NOTICE TO BIDDERS

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, each disease/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 alterative, 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# 2903219** dated _____ entered into by the insured and the City of Detroit".

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

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

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

19.01 If during the term of this Contract changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate the insurance limits, the Contractor will furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such, insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the city.

19.02 All policies shall name the Contractor as the insured except as otherwise stated and shall be accompanied by a commitment from the insurer that such policies shall not be canceled, or reduced without at least **thirty (30) days'** prior written notice to the City. Certificates of insurance evidencing such coverage shall be submitted to the **Finance Department, Accounts Payable Division, 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 Liability Insurance shall provide coverage for the so-called "X" - explosion, "C" - collapse, and "U" - underground damage hazards or exposures.

19.05 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.

SPECIAL NOTICE TO BIDDERS

19.05 INSURANCE (Continued)

Fire Insurance - Not Required.

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

20A. TIME OF STARTING AND COMPLETING WORK

After the Contract is signed by the Chief Procurement Officer- Purchasing Division, the City Engineering Division will issue a written notice to the Contractor to start work at the site. The Contractor shall, thereafter, carry on his operations, in accordance with the provisions of Article 3 of the Agreement, so that the entire work will be fully completed within a total of **90 consecutive calendar days** from and including the date stipulated for work to start. **The contract will terminate on December 31, 2017.**

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

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

- A) It is contemplated that all work will be completed during the 2015 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 2015 shall be such that:
 - 1. No concrete paving slabs are poured after November 1, 2015; 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, 2015.
- B) When no further work can be done in the Fall of 2015, 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 2016.
- C) Work shall be resumed in the Spring of 2016 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 **90 days**.

SPECIAL NOTICE TO BIDDERS

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, residents of the adjacent property must be properly notified by the City, and alternate arrangements made for trash pick-up when required.

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

22. LIQUIDATED DAMAGES

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

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

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

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

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

24. FEDERAL REGULATIONS

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

25. INFORMATION TO BE SUBMITTED WITH BID

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

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."

SPECIAL NOTICE TO BIDDERS26. CHANGES TO STANDARD CONTRACT DOCUMENTS (Continued)B. General ConditionsArticle 28 – “Subcontracts”

1. Whenever Engineer is referred to, this shall be changed to read, “City Engineer”.
2. Delete the second paragraph of Article 28, and substitute therefore the following:

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

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

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

When ever 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.

SPECIAL NOTICE TO BIDDERS26. CHANGES TO STANDARD CONTRACT DOCUMENTS (Continued)

The Testing Laboratory required to take the concrete cores, as specified in Article 2.IV.1 of the Detailed Specifications, is considered as a subcontractor. Consequently, the selected laboratory shall be submitted for approval in the manner prescribed in Article 28, "Subcontractors", of the General Conditions. However, only one request for approval need to be made when the same laboratory will be used on all paving contracts awarded to the bidder. The insurance required to be carried by the laboratory shall be not less than that specified for the Contractor."

B. General Conditions
Article 36 - "Fair Employment Practices"

Delete this Article in its entirety and substitute the following:

FAIR EMPLOYMENT PRACTICES

- A. In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, including but not limited to Title VII of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to the Title and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including but not limited to the Michigan Civil Rights Act P.A. 1976 No. 453 and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220), the Contractor agrees that he will not discriminate against any person, employee, consultant or applicant for employment with respect to his/her hire, tenure, terms, conditions or privileges of employment or hire because of his/her religion, race, color, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Contractor recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its subcontractors.
- B. The Contractor agrees to comply with Chapter 2, Article 7, Ordinance No. 303-H as amended by Ordinance No. 330-H of the Detroit City Code, and those rules and procedures adopted by the Human Rights Department pursuant thereto.

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

SPECIAL NOTICE TO BIDDERS26. CHANGES TO STANDARD CONTRACT DOCUMENTS (Continued)General ConditionsArticle 36 "Fair Employment Practices (Continued)

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. Such other remedies as may be provided by law.

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:

SPECIAL NOTICE TO BIDDERS26. CHANGES TO STANDARD CONTRACT DOCUMENTS (Continued)General ConditionsArticle 36 "Fair Employment Practices (Continued)

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.
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.

SPECIAL NOTICE TO BIDDERS26. CHANGES TO STANDARD CONTRACT DOCUMENTS (Continued)
General Conditions Article 36 "Fair Employment Practices" (Continued)

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. Not Used

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

The following are current City holidays: New Year's Day, Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran'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, 2 Woodward Avenue, 601 CAYMC, Detroit, Michigan 48226 any amendments to this list of calendar dates designated as paid holidays for City of Detroit employees.

"The unit rate per hour for the purpose of overtime pay deductions, as referred in Article 9, of the General Specifications "Hours of Work", shall be **\$30.00/per hour** for each individual employee for project inspectors, plant inspectors, and laboratory personnel assigned to this project.

SPECIAL NOTICE TO BIDDERS

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

In excess of eight hours per day - Monday thru Friday

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

26A. CHANGES TO GENERAL SPECIFICATIONS

Article II - Maintaining Traffic

Add the following: Maintain local traffic at all times.

26B. CHANGES TO SUPPLEMENTAL GENERAL SPECIFICATIONS

Article S-27, "Field Office"

Delete this article in its entirety.

26C. ADDITION OF DETAILED SPECIFICATIONS

Supplemental Specifications For:

Sidewalk Ramp, ADA, Modified

26D. CHANGES TO STANDARD SPECIFICATIONS FOR PAVING AND RELATED CONSTRUCTION.

DIVISION 3 - EXCAVATION, BACKFILLING AND GRADING

Add the following articles:

3.III.24 SIDEWALK REPLACEMENT WITH TREE ROOTS

"Sidewalk Replacement with Tree Roots" is designated as that sidewalk which has been raised by tree roots and requires trimming of the tree roots in conjunction with the sidewalk replacement, as directed by the Engineer. This item of work includes saw-cutting, sidewalk removal, cutting and removing tree roots, backfilling, compacting and grading of the removal area, sidewalk construction and the proper disposal of all wood chips, broken concrete and other debris off the site.

Payment will be at the contract unit price in square feet for the entire flag or multiple flags, if the roots have spread and impact the sidewalk beyond the entire flag. The contract unit price for "Sidewalk Replacement, 4" With Tree Roots" or "Sidewalk Replacement, 6" With Tree Roots", as applicable depending on the existing thickness of the sidewalk. Unit rate shall be full compensation for all work required to complete this contract item in compliance with specifications, including all labor, equipment and materials.

However, replacement of sidewalk that does not require trimming of tree roots will be paid at the contract unit price for "Sidewalk Replacement, 4" " or "Sidewalk Replacement, 6" " as applicable, depending on existing thickness of the sidewalk. Unit rate shall be full compensation for all work required to complete this contract item in compliance with specifications, including all labor, equipment and materials.

SPECIAL NOTICE TO BIDDERS**3.III.25 DRIVEWAY REPLACEMENT WITH TREE ROOTS**

"Driveway Replacement with Tree Roots" is designated as that driveway which has been raised by tree roots and requires trimming of the tree roots in conjunction with the driveway replacement, as directed by the Engineer. In driveways that have one or more contraction joints, only that section which is raised will be replaced. Saw cutting may be used to minimize repairs under this item. This item of work includes saw-cutting, driveway removal, cutting and removing tree roots, backfilling, compacting and grading of the removal area, driveway construction and the proper disposal of all wood chips, broken concrete and other debris off site.

Payment will be at the contract unit price in square feet for the section of driveway affected by tree roots. The contract unit price for "Driveway Replacement, 6" With Tree Roots". Unit rate shall be full compensation for all work required to complete this contract item in compliance with specifications, including all labor, equipment and materials.

However, replacement of driveway that does not require trimming of tree roots will be paid at the contract unit price for "Driveway Replacement, 6". Unit rate shall be full compensation for all work required to complete this contract item in compliance with specifications, including all labor, equipment and materials.

27. PRE-PERFORMANCE CONFERENCE

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

28. SUBCONTRACTS

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

29. ACCIDENT PREVENTION

- A. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his fault or negligence in connection with the prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

SPECIAL NOTICE TO BIDDERS**29. ACCIDENT PREVENTION (Continued)**

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 which 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 which has been damaged by the operations of the Contractor, the Contractor's employees, subcontractors and suppliers. The restoration shall include removal of surplus soil and/or the furnishing and placing of additional fill if required, regrading, 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
3011 West Grand Boulevard, Suite 230
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.)

SPECIAL NOTICE TO BIDDERS**33. AFFIRMATIVE ACTION - INFORMATION TO BIDDERS (Continued)**

A minority contractor organization located in this area is:

Michigan Minority Business Development Council
3011 West Grand Boulevard, Suite 230
Detroit, Michigan 48202
313-873-3200 313-873-4783 Fax

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

34. SECTION 3 CLAUSE

NOT USED

35. AUDIT ACCESS

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

36. COMPLIANCE WITH CLEAN AIR AND WATER ACTS

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

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

SPECIAL NOTICE TO BIDDERS37. 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, DPW-City Engineering Division

- C. The City shall retain a portion of the progress payments otherwise due to the Contractor (The "Retainage") as follows:

1. The City shall retain ten percent (10%) of the dollar value of all work in place until work is fifty percent (50%) in place;
2. After the work is fifty percent (50%) in place, additional Retainage shall not be withheld unless the City determines that the Contractor is not making satisfactory progress, or for other specific cause relating to the Contractor's performance under this contract. If the City so determines that the Contractor is not making satisfactory progress or other specific cause relating to the Contractor's performance under his contract exists, the City may retain an additional amount of the progress payments otherwise due the contractor, which additional amount shall not exceed ten percent (10%) of the dollar value of work more than fifty percent (50%) in place. In any event, the Retainage withheld by the City pursuant to the Act shall not exceed the pro rata share of the City's matching requirements, provided, however, that if the provisions of any federal or state law or regulation provide for the retention of a different amount, the provisions of such other law or regulation shall govern.

- D. All retained funds that are deposited in a regulated financial institution pursuant to the Act shall bear interest at the rate determined by the financial institution in which the retained funds are deposited.

- E. Each progress payment requested shall be paid by the City to the Contractor within the following time period:

1. Thirty (30) days after the Engineer's or Architect's periodic Certified Payment Estimate; or
2. Fifteen (15) days after the City has received the funds with which to make the progress payment from a department or agency of the federal or state government, if any funds are to come from either of these sources.

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

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

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

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

38. 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.

SPECIAL NOTICE TO BIDDERS40. PROMPT PAYMENT

The individual responsible for accepting performance under this Contract is:

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

The person from who payment should be requested is:

Michel Bongo, Manager II
Finance-DPW/Central Accounting,
646 Coleman A. Young Municipal Center
Detroit, Michigan 48226
313-628-2623 Telephone
313-628-2631 Fax

41. INVOICING

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

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

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

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

Submit only the original invoice to:

City of Detroit, 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: Adrienne Smith
2 Woodward Avenue, 601 Coleman A. Young Municipal Center
Detroit, Michigan 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

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-7594**

PROPOSAL

To: **City of Detroit**
Finance Department, Purchasing Division
Detroit, MI 48226

Project: **PW-7594**
CPO NO: 2903219
SPO NO: 2903220

**REPAIR OF TREE ROOT DAMAGED SIDEWALKS & DRIVEWAYS AT VARIOUS
LOCATIONS ON THE WESTSIDE OF THE CITY OF DETROIT**

PART I - BASE BID

I. PRICE BID

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

PROPOSAL FOR PW-7594
REPAIR OF TREE-ROOT DAMAGED SIDEWALKS AND DRIVEWAYS,
AT VARIOUS LOCATIONS - WESTSIDE
2ND REVISED UNIT PRICE SCHEDULE

Time allowed for completion: 75 Days

NOTE: Unbalanced bids will be rejected. Each Unit Price quoted must accurately reflect the labor, equipment costs, and materials necessary to perform the described tasks. 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	Excavation	40	CYD.	\$5.00	\$200.00
2	Fill (Grade A)	40	CYD.	\$10.00	\$400.00
3	Sidewalk Removal	7,000	SFT.	\$1.00	\$7,000.00
4	Sidewalk, 4" Standard	5,700	SFT.	\$4.40	\$25,080.00
5	Sidewalk, 6" Standard	1,300	SFT.	\$5.00	\$6,500.00
6	Sidewalk Replacement, 4" With Tree Roots	131,000	SFT.	\$5.40	\$707,400.00
7	Sidewalk Replacement, 6" With Tree Roots	13,200	SFT.	\$6.00	\$79,200.00
8	Driveway Replacement, 8"	200	SFT.	\$6.65	\$1,330.00
9	Driveway Replacement, 6"	300	SFT.	\$6.00	\$1,800.00
10	Driveway Replacement, 6", With Tree Roots	13,500	SFT.	\$6.00	\$81,000.00
11	Separate Type Curb Replacement	200	LFT.	\$25.00	\$5,000.00
12	Integral Curb and Sidewalk Replacement	90	LFT.	\$30.00	\$2,700.00
13	Stump Removal	20	EACH	\$150.00	\$3,000.00
14	Manhole Adjustment	5	EACH	\$250.00	\$1,250.00
15	Stop Box Adjustment	100	EACH	\$100.00	\$10,000.00
16	Seeding	0.5	ACRE	\$200.00	\$100.00
17	Topsoil	50	CYD.	\$8.00	\$400.00
18	HMA 5E3	10	TON	\$50.00	\$500.00
19	Sidewalk Ramp, ADA, Modified	200	SFT.	\$6.00	\$1,200.00
20	Detectable Warning Surface Tile, Modified	25	LFT.	\$25.00	\$625.00
21	Maintaining Traffic	1	L-SUM	\$22,000.00	\$22,000.00
22	Mobilization, Max 5%	1	L-SUM	\$43,000.00	\$43,000.00
TOTAL BID PRICE, ITEMS 1-22					\$999,685.00
NAME OF CONTRACTOR: Giorgi Concrete, LLC					

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

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:

GIORGI CONCRETE LLC

(Print full legal name)

38-3397261

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: 20450 SHERWOOD

City: DETROIT Zip Code: 48234 State: MICHIGAN

Telephone No: 313-366-2921 Fax No: 313-366-0349

Contact Name & Title: MICHELLE SOLOMON

E-Mail Address: mgiorgi@giorgiconcrete.com

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

- INDIVIDUAL
- DOING BUSINESS UNDER AN ASSUMED NAME, which is registered with the County of Clerk of the County of _____, Michigan
- CO-PARTNERSHIP, which is registered with the County Clerk of the County of _____, Michigan
- CORPORATION, incorporated under the laws of the State of MICHIGAN

(If other than Michigan Corp.)

Now licensed to do business in Michigan

- YES
- NO

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

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

<u>NAME AND TITLE</u>	<u>HOME ADDRESS</u> <small>(Include City, State & Zip Code)</small>
<u>ANTHONY GIORGI, PRESIDENT</u>	<u>26980 WELLINGTON, FRANKLIN, MI 48025</u>
<u>MICHELLE SOLOMON, SECRETARY</u>	<u>31145 WOODSIDE, FRANKLIN, MI 48025</u>

Signed and Sealed

This 5TH day

of MARCH, 20 15

By *Anthony Giorgi* (Signature)

ANTHONY GIORGI

Title PRESIDENT

(Printed Name of Signer)

PROPOSAL

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

CERTIFICATE

I, MICHELLE SOLOMON, certify that I am the
SECRETARY of the corporation named as Bidder herein;
that ANTHONY GIORGI who signed this Proposal on behalf of said
corporation, was then PRESIDENT of said corporation;
that said Proposal was duly signed and the corporate seal affixed for and in behalf of said
corporation by authority of its governing body, and is within the scope of its corporate powers.

3-5-2015

(Date)

Michelle Solomon

(Signature)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of MICHIGAN

SS

County of WAYNE

ANTHONY GIORGI being first duly sworn, deposes and says that:

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

GIORGI CONCRETE LLC, 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.

Anthony Giorgi
(Signed)

PRESIDENT
Title

Subscribed and sworn to before me

this 5th day of MARCH, 2015

Wesley DeBunkov
Title

My commission expires: 6-12-2016

AGREEMENT

CONTRACT TITLE REPAIR OF TREE-ROOT DAMAGED SIDEWALKS & DRIVEWAYS AT VARIOUS LOCATIONS ON THE WESTSIDE OF THE CITY OF DETROIT	CONTRACT NUMBER PW-7594 CPO NO: 2903219 SPO NO: 2903220
PARTY OF THE FIRST PART (The City) City of Detroit, Michigan, a municipal corporation acting through the DIRECTOR, DEPARTMENT OF PUBLIC WORKS COLEMAN A. YOUNG MUNICIPAL CENTER 2 WOODWARD AVENUE, SUITE 802 DETROIT, MICHIGAN 48226	NUMBER OF BULLETINS 2 DATE OF AGREEMENT
PARTY OF THE SECOND PART (Contractor) GIORGI CONCRETE, LLC 20450 SHERWOOD DETROIT, MICHIGAN 48234-2929	
CONTRACT PRICE NINE HUNDRED NINETY-NINE THOUSAND, SIX HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS \$999,685.00	

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

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

1. THE CONTRACT

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

2. WORK INCLUDED

The work included 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. Michelle Solomon
(Signature)

Michelle Solomon
(Print Name)

2. Ursula DeBrabant
(Signature)

URSULA DEBRABANT
(Print Name)

CONTRACTOR: GIORGI CONCRETE, LLC

BY Anthony Giorgi
(Signature)

ANTHONY GIORGI
(Print Name)

ITS: PRESIDENT
(Title)

WITNESSES:

1. Pamela Parker
(Signature)

Pamela Parker
(Print Name)

2. Labira Holman
(Signature)

Labira Holman
(Print Name)

CITY OF DETROIT - DPW

BY Ron Brundidge
(Signature)

Ron Brundidge

ITS: **DIRECTOR**

Repair of Tree-Root Damaged Sidewalks-Westside
PW-7594
CPO NO: 2903219
SPO NO: 2903220

THIS CONTRACT WAS APPROVED
BY THE CITY COUNCIL ON:

JUN 23 2015

Bonnie Jackson
Purchasing Director Date

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

[Signature] 6/8/15
Corporation Counsel Date

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

FRC APPROVAL

JUL 27 2015

CITY ACKNOWLEDGMENT

STATE OF _____)

)SS.

COUNTY OF _____)

The foregoing contract was acknowledged before me the 21st day of May, 2015 by

Ron Brundidge, the Director of the Department of Public Works

on behalf of the City.

Repair of Tree-Root Damaged Sidewalks-Westside
PW- 7594
CPO NO: 2903219
SPO NO: 2903220

Notary Public, County
of: _____

Jose T Abraham
Signature of Notary

State of:

My commission expires:

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

CORPORATE ACKNOWLEDGMENT

STATE OF MICHIGAN

)SS.

COUNTY OF WAYNE)

The foregoing contract was acknowledged before me the 15th day of MAY, 20 15,

by ANTHONY GIORGI,
(Name of person who signed the contract)

the PRESIDENT
(Title of person who signed the contract as it appears on the contract)

Giorgi Concrete, LLC

of _____,
(Complete name of the corporation)

on behalf of the Corporation.

Repair of Tree-Root Damaged Sidewalks-Westside
PW-7594
CPO NO: 2903219
SPO NO: 2903220

Notary Public,

County of: MACOMB Ursula DeBenedictis
Signature of Notary

State of: MICHIGAN

My commission expires: 6-12-2016



CORPORATION CERTIFICATE OF AUTHORITY

I, MICHELLE SOLOMON, Corporate Secretary of
(name of corporate secretary)

Giorgi Concrete, LLC, a Michigan for profit corporation (the "Corporation"),

DO HEREBY CERTIFY that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on 4-15-2014 and that the same is now in full force and effect:
(date of meeting)

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

I FURTHER CERTIFY that

_____	is Chairman
_____ <u>ANTHONY GIORGI</u>	is President
_____ <u>ROSE GIORGI</u>	is (are) Vice President(s),
_____ <u>ANTHONY GIORGI</u>	is Treasurer,
_____ <u>MICHELLE SOLOMON</u>	is Secretary,
_____	is Executive Director, and
_____	is _____.

I FURTHER CERTIFY that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in **CPO No. 2903219, PW-7594, Repair of Tree-Root Damaged Sidewalks & Driveways at Various Locations-Westside between Giorgi Concrete, LLC 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 15th day of MAY, 2015.

CORPORATE SEAL
(if any)

Michelle Solomon
Corporate Secretary

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

**CONTRACT FORMS
FOR
PW-7594**

EQUALIZATION REQUIREMENTS

(REVISED 30-OCT-01)

1. **Ordinances/Definitions.** Copies of related ordinances, executive orders, and definitions of all terms. "Detroit-Based Business," "Minority" and "Resident" are available upon request by contacting the Office of the City Clerk at Room 200 Coleman A. Young Municipal Center, Detroit, MI 48226, 313.224.3270. Vendors requesting a copy of the Purchasing Ordinance effective 16-APR-00 should refer to Ordinance #3199 when requesting additional information.

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

City - The City of Detroit acting through the Purchasing Director

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

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

EFFECTIVE APRIL 16, 2000 REQUIREMENTS FOR RECEIVING EQUALIZATION CREDIT HAVE BEEN REVISED. Please review the following definitions and requirements for certification carefully.

Detroit-Based Business (DBB) – means a business which pays City income taxes on the business's net profits and pays City property taxes on 1) a plant or office and equipment which are ordinarily required for the furnishing of the goods or the performance of the services required by the contract and referred to in the application for certification as Detroit-based business or on 2) other real or personal property in the City equivalent in value to such plant or office and equipment, for not less than one (1) taxable year immediately prior to the date of the application for certification. In addition, a Detroit-based business shall satisfy three (3) of the following eight (8) criteria:

1. Provide verification that an existing inventory of the product(s) which the business offers to the City is physically located at a City site.
2. Provide verification of the ability of the business to service/repair product(s) to be sold to the City at a City site.
3. Provide verification that the business has an adequate number of employees based at its City site to perform the services indicated in its application for certification.
4. Headquarters / located within the City
5. Provide references, licenses or other means of verifying to the City that the services the firm offers have been provided at a City site for at least one (1) year prior to the date of application.

6. Provide documentation that the majority (51%) of the firm's employees working at its City site are Detroit residents.
7. Provide verification that the firm has physical resources and ability to provide the services indicated in its application for certification at a location with the City.
8. 51% of full-time employees including chief officer and managers regularly work and conduct business in the City.

The firm submitting the bid shall submit with their bid proof of certification as a Detroit Based Business.

Headquarters – Means the place where the chief executive officer and highest-level managerial employees of a business have their offices and perform their management function.

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

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

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

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

1. Has been in existence and operating for at least one (1) year prior to the date of application for certification as a small business concern; and
2. Does not meet the definition of a micro business concern, as defined in this division, and
3. Is one (1) of the following:
 - a. A manufacturing business which, for the three (3) fiscal years preceding the date of application for certification has provided full-time employment to not more than five hundred (500) persons; or

- b. A general construction business which, for the three (3) fiscal years preceding the date of application for certification, has average annual gross receipts of not more than seventeen million dollars (\$17,000,00.); or
- c. A specialty construction business whose average annual gross receipts have not exceeded seven million dollars (\$7,000,000.00) in the three (3) fiscal years preceding the date of application for certification; or
- d. A wholesale business which, for three (3) fiscal years preceding the date of application for certification, has provided full-time employment to not more than one hundred (100) persons; or
- e. A retail business which, for the three (3) fiscal years preceding the date of application for certification, has average annual gross receipts of not more than five million dollars (\$5,000,000.00); or
- f. A service business, other than professional, which, for the three (3) fiscal years preceding the date of application for certification. Has average gross receipts of not more than five million dollars (\$5,000,000.00) or
- g. A professional services business which for the three (3) fiscal years preceding the date of application for certification has had average gross receipts or not more than three million dollars (\$3,000,000.00)

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

Detroit-Based Small Business – Any business which meets the definitions of Detroit-based business and small business concern as certified by the City of Detroit Human Rights Department prior to bid due date. The firm submitting the bid shall submit with their bid proof of certification as a Detroit-Based Small Business.

Detroit Based Micro Business Concern (DBMBC) – Means a business which meets the definitions of Detroit-based business concern and a micro business concern. The firm submitting the bid shall fill out completely and have notarized and submit with their bid the *Affidavit of Eligibility for Equalization Credit* in addition to furnishing proof of certification as a Detroit Based Business in order to receive equalization credit as a Detroit-Based Micro Business Concern.

Detroit Resident Business (DRB) – Means any business which employs a minimum of four (4) employees, at least fifty-one (51%) percent of which are City residents. If your firm qualifies to receive equalization credit as a Detroit Resident Business then the *Affidavit of Eligibility for Equalization Credit* must be filled out completely, notarized, and returned with your bid.

Detroit Based Business w/Headquarters in Detroit – Any business which meets the definition of Detroit Based and Headquarters. The firm submitting the bid shall fill out completely and have notarized and submit with their bid the *Affidavit of Eligibility for Equalization Credit* in addition to furnishing proof of certification as a Detroit Based Business in order to receive equalization credit as a Detroit-Based Business w/Headquarters in Detroit.

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

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

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

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

Categories which require certification must be certified by the City of Detroit Human Rights Department at time of bid submission. If a vendor(s) is not certified at the time of bid submission then equalization credit shall not be applied. For information regarding Certification call 313.224.4950. Failure to submit proper documentation with bid response may result in equalization credit not being applied.

Vendors are ***strongly*** encouraged to make application for certification for all applicable categories. The certification process is lengthy and involved. Applications are closely scrutinized to determine eligibility of firms. Applications are processed in order of receipt.

PROOF OF ELIBILITY TO RECEIVE EQUALIZATION CREDIT MUST BE SUBMITTED WITH EACH AND EVERY BID SUBMITTED TO THE CITY OF DETROIT.

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

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

NOTICE OF ENACTMENT OF ORDINANCE

TO: THE CITIZENS OF DETROIT

(On January 21, 2004, the City of Detroit adopted the following Ordinance)

ORDINANCE NO. 01-04

CHAPTER 18
ARTICLE V

TO PROVIDE PREVAILING WAGE AND FRINGE BENEFIT RATES REQUIRED FOR CITY PROJECTS. AN ORDINANCE to amend Chapter 18, Article V, of the 1984 Detroit City Code, Division 4. Prevailing Wage and Fringe Benefit Rates Required for City Project, by removing existing and adding new language to Section 18-5-60, titled Definitions and Section 18-5-63, titled Requirement that a copy of prevailing wages be posted by contractor and subcontractors. Repealing existing sections and adding new sections titled Section 18-5-64 Complaint Process, Section 18-5-65, Requirement for investigation of complaint, Section 18-5-66 Termination of contract for Failure to pay; liability of contract and securities, Section 18-5-67, Conditions for tax abatement and Section 18-5-68 Penalties.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT THAT:

Section 1. That Chapter 18 of the 1984 Detroit City Code, Chapter 18, Article V, of the 1984 Detroit City Code, Division 4. Prevailing Wage and Fringe Benefit Rates Required for City Project, by removing and adding new language as follows:

Sec. 18-5-60. Definitions.

For the purpose of sections 18-5-60 through 18-5-66, the following words and phrases shall have the meaning ascribed to them by this section:

- (a) Construction mechanic shall mean a skilled or unskilled mechanic, laborer worker, helper, assistant, or apprentice working on a "city project", but shall not include executive, administrative, professional, office or custodial employees.
- (b) City project shall mean a public works construction project that is one hundred thousand dollars (\$100,000.00) or more. Such a "city project" shall include new construction, alteration, repair, installation, painting, decorating, completion, demolition, conditioning, reconditioning, or improvement of public buildings, work, or roads authorized by a "contracting agent". For purposes of this division "city project" includes the contracts and subcontracts entered into by the "contracting agent" and the bidder.
- (c) Contracting agent shall mean any designee, officer, board or commission of the city, or a city institution supported in whole or in part by city funds, authorized to enter into a contract for a "city project" or to perform a "city project" by the direct employment of labor.
- (d) Designee means a public official acting on behalf of the Finance Director.
- (e) Agencies means any department, office, authority, commission, quasi-public entity, multi member body, or other organization of city government.

Sec 18-5-61. Requirement for an express term regarding a minimum rate of wages.

Every contract executed between a contracting agent and a successful bidder as contractor, and entered into pursuant to advertisement and invitation to bid for the city project which requires or involves the employment of construction mechanics, except those subject to the jurisdiction of the City of Detroit civil service commission, and which is financed in whole or in part by the city, but excluding those projects covered by the Federal Davis-Bacon Act or the State Prevailing Wage Act (Act 166, P.A. 1965, MCLA 408.551 et seq.; MSA 17.256(1) et seq.) shall contain an express term that the rates of wages and fringe benefits to be paid to each class of mechanics by the bidder and all of his subcontractor shall be not less than the wage and fringe benefits rates prevailing in the city as established by the most recent survey of the Michigan Department of Labor for prevailing wage determination under Act 166, P.A. 1965 (Act 166, P.A. 1965), MCLA 408.551 et. seq., MSA 17.256 (1) et seq.). Should a prevailing wage determination survey for the city be concluded during the life of a successful bidder's contract and/or his subcontracts covered by this ordinance, the rates of wages and fringe benefits that are the minimum to be paid each class of mechanic shall be appropriately adjusted according to this most recent survey. Any such adjustments that require an amendment to the contract shall be effective upon approval by the city council.

Sec. 18-5-62. Public Works Contracts, Prevailing Wage Affidavit Required.

All executed public works contract by the City of Detroit and/or its agencies as prescribed in Section 18-5-60 (a) and 18-5-60 (b) shall include a copy of the Prevailing Wage Ordinance and a copy of the current prevailing wages and fringes as prescribed in Section 18-5-61. The executed contracts shall included a signed affidavit acknowledging that the prevailing wages shall be paid under terms of the contract by the contractor and subcontractors throughout the term of the contract.

Sec. 18-5-63. Requirement that a schedule of rates is to be part of specifications for city projects.

A schedule of the prevailing wage and fringe benefits for all classes of construction mechanics called for in a contract shall be made a part of the specifications for the work to be performed and shall be printed in the bidding forms where work is to be done by contract.

Sec. 18-5-64. Requirement that a copy of prevailing wages be posted by contractors and subcontractors.

Every contractor and subcontractor shall keep posted in a conspicuous place on the construction site a copy of all prevailing wage and fringe rates prescribed by the contractor. Each new employee shall be provided a copy of the prevailing wage and fringe rates document when he or she begins work. In addition, the contractor must supply additional copies of the wage and fringe rates document as request by employees. The contractor shall keep accurate records showing the name and occupation of and actual wages and benefits paid to each construction mechanic employed by the contractor in connection with said contract. This record shall be made available immediately on demand for inspection by the contracting agent of the city.

Section 18-5-65. Conditions for tax abatement.

All firms, companies, and businesses seeking tax abatement from the city shall as a condition of receiving that tax abatement agree to include prevailing wage schedules and payment of prevailing wages, as defined by this ordinance, on all construction work performed on the property for which the tax abatement is granted.

Sec. 18-5-66. Complaint process.

A person impacted by a violation of this ordinance may file a complaint with the [sic] city Finance director or his/her designee. If the complaint is not resolved to the complainant's [sic] satisfaction within the ninety day period, the complainant [sic] or his or her representative may bring an action in the appropriate to court enforce this ordinance. The court shall award reasonable attorneys fees and cost to a person who prevails in an enforcement action.

Sec. 18-5-67 Development of Complaint Procedures; Requirement for Investigation of complaint.

The Finance Department shall create appropriate policies, procedures, and documents necessary to implement the complaint procedure required by this ordinance. The Finance department shall submit these polices, procedures and documents to the City Council for review. The Finance Director or his/her designee shall be responsible for the enforcement of this complaint process. The city shall designate an individual or individual(s) who shall investigate any and all complaints or violations of this ordinance. A contract under investigation shall shall provide the Finance Director with weekly payroll records setting forth the name, address, telephone number, classification, wage rate and fringe benefit package of all employees who work on the contract, including the employees of contractors subcontractors and agents. Such weekly payroll records must include the required information for all city contracts and all other contracts on which the employee worked during the week in which the employee worked on the contract. Theses records will reflect the individual time each employee worked on the contract. These records will reflect the individual time each employee worked on project for each day of the project. Such records shall also set forth the total number of hours of overtime credited to each such employee for each day and week and the amount of overtime pay received for the week. The records shall set forth the full weekly wages earned by each employee and the actual hourly wage rate to the employee. The city shall begin the investigation within 3 days of receipt of a complaint and shall provide a written determination within 10 days of beginning its investigation with a copy of the determination to the complainant and the City Council, as to whether or not a violation has occurred.

Sec. 18-5-68. Termination of contract for failure to pay; liability of contractor and sureties.

The city of its agent, by written notice to the contractor and the sureties of the contractor known to the contracting agent, shall terminate the contractor's right to proceed with the contract for which less than the prevailing rates or wages and fringe benefits have been or will be paid and shall proceed to complete the contract by separate agreement with another contractor. The city or its

contracting agent shall withhold payment for work done by a contractor found to be in violation of not paying Prevailing Wages until liabilities of unpaid wages are paid to the effected workers under the contract. If a contractor fails to pay the liabilities for unpaid wages to the effected workers the City shall use the contractors withheld payments to secure a contractor to complete the work.

Sec 18-5-69, Penalties.

Any person, firm or corporation or combination thereof, including officers of any contracting agent, who violated the provision of this ordinance is guilty of a misdemeanor. In addition, any contractor found to be in violation of this division by any contracting agent shall be barred for two (2) years from bidding on any city project. In addition, if the contractor who is found in violation of the provision of this ordinance by the Finance Director in one contract and has additional contracts held by this contractor must be evaluated immediately to determine their compliance with this prevailing wage ordinance.

Any contractor or subcontractor who violate the prevailing wage requirement shall pay to each employee affected the amount of the deficiency, for each day of the violation . Violation of the ordinance shall also result in a penalty paid to the city in them amount of \$200.00 per a violation for each day the violation has occurred. The city shall withhold payments to the employer in such amounts as are necessary to effect the payment provided in this paragraph.

Section 2. All ordinances, or parts of ordinances, which conflict with this ordinance are repealed.

Section 3. This ordinance is declared necessary for the preservation of the public peace, health safety, and welfare of the People of the City of Detroit.

Section 4. If any clause, phrase, section or word of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionally shall not affect any of the remaining clauses, paragraphs, phrases sections, sentences or words of this ordinance.

Section 5. This ordinance shall become effective on the sixtieth (60th) day after enactment in accordance with Section 4-115 of the 1997 Detroit City Charter.

(J.C.C.p.) November 12, 2003
Passed: January 7, 2004
Published: January 29, 2004
Effective: March 29, 2004

JACKIE L. CURRIE
City Clerk

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

**NOTICE OF ENACTMENT OF ORDINANCE
TO: THE PEOPLE OF DETROIT, MICHIGAN**

(On June 23, 2004, the City of Detroit adopted the following Ordinance)

**ORDINANCE NO. 20-04
CHAPTER 18
ARTICLE V**

AN ORDINANCE TO AMEND CHAPTER 18, ARTICLE V, OF THE 1984 DETROIT CITY CODE, TITLED "PURCHASES AND SUPPLIES." BY ADDING DIVISION 7. TITLED "SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE." WHICH SHALL CONSIST OF SECTIONS 18-5-91 THROUGH 18-5-93, TO REQUIRE, AS PART OF THE CONTRACTING PROCESS, THAT EACH CONTRACTOR WITH WHICH THE CITY ENTERS INTO A CONTRACT SEARCH ITS RECORDS AND THOSE OF ANY PREDECESSOR ENTITY, AND SUBMIT AN AFFIDAVIT DISCLOSING ANY RECORDS WITHIN ITS POSSESSION OR KNOWLEDGE RELATING TO INVESTMENTS OR PROFITS FROM THE SLAVE INDUSTRY, INCLUDING INSURANCE POLICIES ISSUED TO SLAVE HOLDERS THAT PROVIDED COVERAGE FOR INJURY, DEATH OR OTHER LOSS RELATED TO SLAVES WHO WERE HELD DURING THE SLAVERY ERA IN THE UNITED STATES.

AN ORDINANCE to amend Chapter 18, Article V, of the 1984 Detroit City Code, titled "Purchases and Supplies." by adding Division 7. titled "Slavery Era Records and Insurance Disclosure." which shall consist of Sections 18-5-91 through 18-5-93, to require, as part of the contracting process, that each contractor with which the City enters into a contract search its records and those of any predecessor entity, and submit an affidavit disclosing any records within its possession or knowledge relation to investments or profits from the slave industry, including insurance policies issued to slave holders that provided coverage for injury, death or other loss related slaves who were held during the slavery era in the United States.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT THAT:

Section 1. Chapter 18, Article V, of the 1984 Detroit City Code, titled "Purchases and Supplies." by adding Division 7. titled "Slavery Era Records and Insurance Disclosure." which shall consist of Sections 18-5-91 through 18-5-93, to read as follows:

DIVISION 7. SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE.

Sec. 18-5-91. Scope.

- (a) This division shall apply to each contractor for goods or services with which the City enters into a contract, whether or not the contract is subject to competitive bid.
- (b) Each contractor shall be responsible for searching and disclosing records of the entity which proposes to enter into a contract with the City as well as all records of any predecessor entity that are within the possession or knowledge of the contractor regarding records of Investments or profits from the slave Industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United States.

Sec. 18-5-92. Affidavit of disclosure required.

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

- (a) As part of its contract package, each contractor with which the City enters into a contract shall submit to the Finance Department Purchasing Division prior to the submission to City Council or approval of such contract, an affidavit that discloses the information indicated in Subsection (b) and (c) of this section. The affidavit shall be on a form provided by the Finance Department Purchasing Division.
- (b) The affidavit shall verify that the contractor has searched all records of the entity which proposes to enter into a contract with the City, as well as all records of any predecessor entity, that are within the possession or knowledge of the contractor regarding records of investments or profits from the slave industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United states.
- (c) The affidavit shall disclose ay information discovered during the search regarding investments or profits from slavery or slave holder insurance policies which accrued to the current entity or to any predecessor entity, including the names of any slaves or slave holders that are described in such records or are otherwise within the knowledge of the contractor.

Sec 18-5-93. Voidability of contract.

- (a) Failure to comply with this division shall render the contract voidable by the City.
- (b) A determination to void the contract for failure to comply with this division shall be made by the Director of the Finance Department at any time after reviewing, or become aware of, information which indicates that a contractor has failed to comply with this division.

Sec 18-5-94—18-5-100. Reserved.

Section 2. All ordinances, or parts of ordinances, that conflict with this ordinance are repealed.

Section 3. This ordinance is declared necessary for the preservation of the public peace, health, safety, and welfare of the People of the City of Detroit.

Section 4. In the event that this ordinance is passed by a two-thirds majority of City Council Members serving, it shall be given immediate effect and shall become effective upon publication in accordance with Section 4-116 of the 1997 Detroit City Charter. Where this ordinance is passed by less than a two-thirds (2/3) majority of City Council Members serving, it shall become effective no later that thirty (30) days after enactment, or on the first business day thereafter in accordance with Section 4-115 of the 1997 Detroit City Charter.

(J.C.C.p.)	May 5, 2004
Passed:	June 23, 2004
Published:	July 19, 2004
Effective:	July 19, 2004

JACKIE L. CURRIE
City Clerk



CITY OF DETROIT
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EXECUTIVE ORDER NO. 2007-1

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

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

DATE: SEPTEMBER 10, 2007

It is the policy of this Administration to encourage and maximize the utilization of Detroit residents on publicly-funded construction projects. An important component of the economic revitalization of Detroit is the employment of Detroit residents.

This Executive Order directs City departments and agencies to implement specific residency requirements on all construction projects funded, in whole or in part, by the City and applies to those funded by state or federal funds to the extent permitted by law.

All City of Detroit project construction contracts shall provide that at least **fifty-one percent (51%)** of the workforce must be bona-fide Detroit residents. In addition, Detroit residents shall perform **fifty-one percent (51%)** of the hours worked on the project. Workforce and project hours shall include work performed by Detroit residents in the various job categories: officials and managers; supervisors and forepersons, professionals, technicians, sales workers, office and clerical, skilled trades, craft workers, operators, laborers, service workers, apprentices, and on-the-job training positions.

Failure to meet the Detroit resident workforce requirement, including project hours, will result in the following monthly financial penalties.

Financial Penalties

Detroit Resident Hours

Monthly Recruitment Fee

45%-50%	3%
40%-44%	7%
30%-39%	10%
0% - 29%	15%

MAYOR

Developers, general contractors, prime contractors and sub-contractors are required to pass the requirements of this Executive Order down to all lower-tier contractors. However, it is the sole responsibility of the entity contracting with the City of Detroit to require all of their contractors to comply with the City of Detroit requirement to utilize fifty-one percent (51%) of Detroit residents on construction projects. In reaching the Detroit residency requirement, local union halls may be utilized, however, the City of Detroit Workforce Development Department and/or its designee shall be the first source utilized to recruit and hire Detroit residents; where Detroit residents are unavailable at the local union halls. **Failure to meet the requirements of this Executive Order will constitute a breach of contract and may result in immediate termination of the contract.**

At the option of the City of Detroit, any developer, general contractor, prime contractor, sub-contractor, or lower-tier contractor that is deficient in the utilization of Detroit residents may be barred from doing business with the City of Detroit for one (1) year. In addition, the City of Detroit reserves the right to re-bid the contract, in whole or in part, and/or hire its own workforce to complete the work.

All construction contracts, construction contract amendments, change orders, and extensions shall include the terms of this Executive Order. The Human Rights Department shall have the responsibility for preparing administrative guidelines, monitoring, and enforcing the provisions of this Executive Order

This Executive Order supersedes Executive Order No. 22 issued by Mayor Coleman A. Young on August 29, 1983. This executive order is effective November 1, 2007.

Signed: Kwame M. Kilpatrick
Mayor

Hiring Policy Compliance

Summary

The Detroit City Council has approved Ordinance No. 29-11; Detroit City Code of 1984 Section 18-5-81 *et seq.* This ordinance is a revision to the Purchasing Ordinance that relates to the hiring practices of City Contractors. It is commonly referred to as "Ban the Box".

Section 18-5-81 states that it is the purpose of the new ordinance "to ensure that City Contractors afford an individual who is qualified for a position, but has a criminal conviction, the opportunity to apply, and be considered, as an employee needed to fulfill the terms of the contract with the City of Detroit." This applies to all contracts over \$25,000 that the City enters into, whether for goods or services, and whether or not subject to competitive bidding (although contracts entered into pursuant to a co-op arrangement are exempt). The revision to the Purchasing Ordinance requires that all Contractors shall not inquire about or consider the criminal conviction of their applicants until the prospective employer interviews or determines that the applicant is qualified. This revision does allow contractors to conduct criminal history background checks for positions where there is a statutory duty to perform a pre-employment screening, for example, a child care specialist position in a day care center. However, these exemptions should be verified through the Administration of the Purchasing Division or the City of Detroit Law Department, rather than presumed.

Contractors are responsible to ensure that their subcontractors comply with this policy. Should the contractor solicit any subcontracts, they must notify their subcontractors that there is a joint obligation. The City may, upon request, require documentation of any subcontract. The Hiring Policy Compliance has been incorporated with the other City required Clearances and Affidavits. **The executed Affidavit and a Copy of the Contractor's Application** will be required with all bid recommendations and contracts effective July 1, 2012.

Prior to the submission of a contract to City Council, Purchasing will require that the signed, "Hiring Policy Compliance Affidavit" must be a part of the contract package. This oath states the Contractor will affirm that their policies are in compliance with the requirements and that **a copy of the application form used to hire employees must be attached to the bid response.** A bid response without this affidavit and attached application will be deemed non-responsive, and will not be evaluated. The only exception will be grant funded contracts that include procurement regulations and procedures that prohibit this procedure.

Certified Payroll

PW-7594

Certified Payrolls

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

Submittal Requirements

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

Notice of Delinquent Certified Payroll

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

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

Certified Payroll

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The notification sequence previously described would be as follows:

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

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

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

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

Table 1 Schedule of Non-Compliance Damages

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

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

Certified Payroll

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Certified Payroll Status Record

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

The certified payroll is to include the following information:

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

Certified Payroll

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Certified Payroll Review

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

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

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

Contracts with State Prevailing Wage:

- The time and one-half rate is stated in the prevailing wage schedule.
- The prevailing wage schedule for each contract will need to be referenced to determine the specific overtime payment requirements." In general, overtime is applied as follows:
 - For hours worked in excess of eight hours in a day.
 - For most classifications, the contractor may choose to work four tens (4 – 10 hour days) where overtime would be required after the tenth hour in a day and any time worked over forty hours in a week.
 - Some classifications require double time in certain situations.
 - The classification of iron worker has its own overtime requirements.

Deficient Certified Payroll

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

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

Certified Payroll

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

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

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

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

The notification sequence previously described would be as follows:

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

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

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

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

GENERAL CONDITIONS

GC. 1

(Revised as of June 1, 1964)

1. DEFINITIONS

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

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

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

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

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

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

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

"*Contract*" or "*Contract Documents*" shall mean each of the various parts of the Contract referred to in Article 1 of the Agreement hereof, both as a whole and severally.

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

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

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

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

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

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

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

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

"*Notice*" shall mean written notice.

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

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

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

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

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

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

GENERAL CONDITIONS

GC. 2

2. CORRELATION & INTENT OF DOCUMENTS

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

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

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

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

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

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

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

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

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

3. CONTRACTOR'S WARRANTIES & UNDERSTANDING

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

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

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

4. CONTRACTOR'S RESPONSIBILITIES

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

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

5. COMPLIANCE WITH LAWS

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

GENERAL CONDITIONS

GC. 3

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

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

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

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

6. PROTECTION OF WORK & OF PERSONS AND PROPERTY

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

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

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

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

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

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

7. PROTECTION FOR LABOR & MATERIAL

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

8. INSURANCE

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

GENERAL CONDITIONS

GC. 4

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

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

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

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

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

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

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

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

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

9. MATERIALS & WORKMANSHIP

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

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

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

10. INFORMATION BY THE CONTRACTOR

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

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

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

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

11. MEANS AND METHODS OF CONSTRUCTION

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

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

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

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

12. SUPERINTENDENCE BY CONTRACTOR

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

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

13. EMPLOYEES

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

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

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

14. WORKING AREA

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

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

15. OTHER CONTRACTORS

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

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

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

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

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

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

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

16. CITY'S RIGHTS TO SUSPEND WORK

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

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

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

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

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

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

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

17. USE OF COMPLETED PORTIONS OF WORK

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

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

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

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

18. DELAYS AND EXTENSION OF TIME

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

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

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

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

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

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

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

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

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

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

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

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

H. Permitting Continuation of Work:

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

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

19. CHANGE OR MODIFICATION OF CONTRACT

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

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

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

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

20. METHODS FOR DETERMINING ADJUSTMENTS IN CONTRACT PRICE

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

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

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

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

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

"Actual Cost" will consist of:

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

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

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

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

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

21. DISPUTED WORK, DETERMINATION, OR ORDER

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

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

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

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

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

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

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

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

22. PERFORMANCE OF EXTRA OR DISPUTED WORK

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

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

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

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

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

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

23. THE ENGINEER

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

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

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

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

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

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

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

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

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

24. INSPECTION AND TESTS

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

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

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

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

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

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

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

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

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

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

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

25. NO ESTOPPEL

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

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

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

its terms; or both.

26. CITY'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT

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

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

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- n) Any City Officer or employee becomes directly or indirectly interested in the Contract.
- o) The Contractor willfully or in bad faith violates any of the provisions of this Contract, disregards applicable laws, ordinances, permits, licenses, instructions or orders of the Engineer or the City Officer, or is not executing same in good faith in accordance with the Contract provisions.
- p) The Contractor, or any of his subcontractors, fail in any of the agreements herein contained.

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

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

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

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

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

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

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

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

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

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

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

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

27. TERMINATION OF CONTRACT DUE TO SPECIAL EMERGENCY

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

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

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

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

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

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

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

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

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

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

28. SUBCONTRACTS

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

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

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

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

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

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

29. ASSIGNMENTS

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

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

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

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

30. CLAIMS AGAINST CITY AND ACTION THEREON

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

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

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

32. PATENTS:

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

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

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

33. MONIES RETAINED AGAINST CLAIMS

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

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

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

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

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

34. PAYMENTS WITHHELD

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

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

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

35. SERVICE OF NOTICES

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

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

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

City Engineer: The address stated in the Advertisement.

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

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

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

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

36. FAIR EMPLOYMENT PRACTICES

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

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

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

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

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

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

37. DETROIT INCOME TAX

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

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

38. UNLAWFUL PROVISIONS DEEMED STRICKEN

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

39. ALL LEGAL PROVISIONS INCLUDED

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

**PREVAILING WAGE
RATE SCHEDULE
FOR PW-7594**

**2014 Prevailing Wage Rate Schedule
for Parking Lot, Road, Highway, Bridge and Airport Construction**

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Construction Mechanic Classification		Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
Bridge Painting					
Bridge Painter (under 30 feet)	BPT1011	WAGE \$24.00	\$36.00	\$48.00	H H H H H H D N
	8/8/2013	FRINGE \$10.59	\$10.59	\$10.59	
Apprentice Rates:					
1st 1,000 hours		WAGE \$14.40	\$21.60	\$28.80	
		FRINGE \$10.59	\$10.59	\$10.59	
2nd 1,000 hours		WAGE \$15.60	\$23.40	\$31.20	
		FRINGE \$10.59	\$10.59	\$10.59	
3rd 1,000 hours		WAGE \$16.80	\$25.20	\$33.60	
		FRINGE \$10.59	\$10.59	\$10.59	
4th 1,000 hours		WAGE \$18.00	\$27.00	\$36.00	
		FRINGE \$10.59	\$10.59	\$10.59	
5th 1,000 hours		WAGE \$19.20	\$28.80	\$38.40	
		FRINGE \$10.59	\$10.59	\$10.59	
6th 1,000 hours		WAGE \$20.40	\$30.60	\$40.80	
		FRINGE \$10.59	\$10.59	\$10.59	
7th 1,000 hours		WAGE \$21.60	\$32.40	\$43.20	
		FRINGE \$10.59	\$10.59	\$10.59	
8th 1,000 hours		WAGE \$22.80	\$34.20	\$45.60	
		FRINGE \$10.59	\$10.59	\$10.59	

Entire Upper Peninsula
Entire Upper Peninsula

**2014 Prevailing Wage Rate Schedule
for Parking Lot, Road, Highway, Bridge and Airport Construction**

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Construction Mechanic Classification			Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
CEMENT MASONS						
CEMENT MASONS ZONE 1	RBCMZ1	WAGE	\$29.34	\$44.01		X X H H H H H Y
	6/5/2013	FRINGE	\$12.39	\$12.39		
Apprentice Rates:						
1ST YEAR		WAGE	\$16.66	\$25.29		
		FRINGE	\$12.39	\$12.39		
2ND YEAR		WAGE	\$20.99	\$31.48		
		FRINGE	\$12.39	\$12.39		
3RD YEAR		WAGE	\$25.13	\$37.70		
		FRINGE	\$12.39	\$12.39		

CEMENT MASONS ZONE 1
Genesee, Oakland, Macomb, Monroe, Washtenaw,
Wayne, Livingston and Saginaw Counties.

CEMENT MASONS ZONE 2	RBCMZ2	WAGE	\$27.84	\$41.76		X X H H H H H Y
	6/5/2013	FRINGE	\$12.39	\$12.39		
Apprentice Rates:						
1ST YEAR		WAGE	\$16.03	\$24.04		
		FRINGE	\$12.39	\$12.39		
2ND YEAR		WAGE	\$19.98	\$29.97		
		FRINGE	\$12.39	\$12.39		
3RD YEAR		WAGE	\$23.95	\$35.92		
		FRINGE	\$12.39	\$12.39		

CEMENT MASONS ZONE 2
All counties not listed in Zone 1

**2014 Prevailing Wage Rate Schedule
for Parking Lot, Road, Highway, Bridge and Airport Construction**

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Construction Mechanic Classification		Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code	
IRONWORKERS						
IRONWORKERS ZONE 1: Fence, sound barrier and guardrail erection/installation work, and exterior signage work.	RBIRZ1	WAGE	\$24.00	\$36.00	\$48.00	X X H X X X H D Y
	4/2/2013	FRINGE	\$9.15	\$9.15	\$9.15	
Apprentice Rates:						
60%		WAGE	\$14.40	\$21.60	\$28.80	
		FRINGE	\$8.35	\$8.35	\$8.35	
65%		WAGE	\$15.60	\$23.40	\$31.20	
		FRINGE	\$8.45	\$8.45	\$8.45	
70%		WAGE	\$16.80	\$25.20	\$33.60	
		FRINGE	\$8.56	\$8.56	\$8.56	
75%		WAGE	\$18.00	\$27.00	\$36.00	
		FRINGE	\$8.65	\$8.65	\$8.65	
80%		WAGE	\$19.20	\$28.80	\$38.40	
		FRINGE	\$8.75	\$8.75	\$8.75	
85%		WAGE	\$20.40	\$30.60	\$40.80	
		FRINGE	\$8.85	\$8.85	\$8.85	
IRONWORKERS ZONE 1 Genesee, Oakland, Macomb, Washtenaw and Wayne Counties						
IRONWORKERS ZONE 2: Fence, sound barrier and guardrail erection/installation work, and exterior signage work.	RBIRZ2	WAGE	\$20.00	\$30.00	\$40.00	X X H X X X H D Y
	4/2/2013	FRINGE	\$9.15	\$9.15	\$9.15	
Apprentice Rates:						
60%		WAGE	\$12.00	\$18.00	\$24.00	
		FRINGE	\$8.35	\$8.35	\$8.35	
65%		WAGE	\$13.00	\$19.50	\$26.00	
		FRINGE	\$8.45	\$8.45	\$8.45	
70%		WAGE	\$14.00	\$21.00	\$28.00	
		FRINGE	\$8.58	\$8.56	\$8.58	
75%		WAGE	\$15.00	\$22.50	\$30.00	
		FRINGE	\$8.65	\$8.65	\$8.65	
80%		WAGE	\$16.00	\$24.00	\$32.00	
		FRINGE	\$8.75	\$8.75	\$8.75	
85%		WAGE	\$17.00	\$25.50	\$34.00	
		FRINGE	\$8.85	\$8.85	\$8.85	

IRONWORKERS ZONE 2
The entire state except those counties listed in Zone 1: Genesee, Oakland, Macomb, Monroe, Washtenaw and Wayne and Lenoire

**2014 Prevailing Wage Rate Schedule
for Parking Lot, Road, Highway, Bridge and Airport Construction**

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Construction Mechanic Classification		Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
LABORERS CLASS 1 ZONE 3 & 4	RBLABC123	WAGE	\$19.20	\$28.80	X X X X X X H Y
	6/13/2013	FRINGE	\$15.28	\$16.59	
Apprentice Rates:					
0-1000 WORK HOURS		WAGE	\$14.40	\$21.60	
		FRINGE	\$15.26	\$16.59	
1001-2000 WORK HOURS		WAGE	\$15.36	\$23.04	
		FRINGE	\$15.26	\$16.59	
2001-3000 WORK HOURS		WAGE	\$16.32	\$24.48	
		FRINGE	\$15.28	\$16.59	
3001-4000 WORK HOURS		WAGE	\$18.24	\$27.36	
		FRINGE	\$15.26	\$16.59	
LABORERS ZONE 3					
Alcona, Alpena, Antrim, Arenac, Benzie, Charlevoix, Cheboygan, Clare, Crawford, Emmet, Gladwin, Grand Traversa, Ionia, Iosco, Isabella, Kalkaska, Kent, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Montmorency, Newaygo, Oceana, Ogemaw, Osceola, Oscoda, Otsego, Ottawa, Presque Isle, Roscommon and Westford					
LABORERS ZONE 4					
Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft					
LABORERS CLASS 2 ZONE 1	RBLABC2Z1	WAGE	\$21.93	\$32.90	X X X X X X H Y
	6/13/2013	FRINGE	\$15.48	\$16.88	
Apprentice Rates:					
0-1000 WORK HOURS		WAGE	\$16.45	\$24.68	
		FRINGE	\$15.46	\$16.88	
1001-2000 WORK HOURS		WAGE	\$17.54	\$26.31	
		FRINGE	\$15.46	\$16.88	
2001-3000 WORK HOURS		WAGE	\$18.84	\$27.96	
		FRINGE	\$15.46	\$16.88	
3001-4000 WORK HOURS		WAGE	\$20.83	\$31.24	
		FRINGE	\$15.46	\$16.88	
LABORERS ZONE 1					
Genesee, Macomb, Monroe, Oakland, Washtenaw and Wayne					

**2014 Prevailing Wage Rate Schedule
for Parking Lot, Road, Highway, Bridge and Airport Construction**

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Construction Mechanic Classification		WAGE	Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
LABORERS CLASS 3 ZONE 1	RBLABC3Z1		\$22.11	\$33.17		X X X X X X X H Y
	8/13/2013	FRINGE	\$15.46	\$16.86		
Apprentice Rates:						
0-1000 WORK HOURS		WAGE	\$16.58	\$24.87		
		FRINGE	\$15.46	\$16.88		
1001-2000 WORK HOURS		WAGE	\$17.69	\$26.54		
		FRINGE	\$15.46	\$16.88		
2001-3000 WORK HOURS		WAGE	\$18.79	\$28.18		
		FRINGE	\$15.46	\$16.88		
3001-4000 WORK HOURS		WAGE	\$21.00	\$31.50		
		FRINGE	\$15.46	\$16.88		
LABORERS ZONE 1 Genesee, Macomb, Monroe, Oakland, Washtenaw and Wayne						
LABORERS CLASS 3 ZONE 2	RBLABC3Z2		\$20.39	\$30.59		X X X X X X X H Y
	6/13/2013	FRINGE	\$15.26	\$16.59		
Apprentice Rates:						
0-1000 WORK HOURS		WAGE	\$15.29	\$22.94		
		FRINGE	\$15.26	\$16.59		
1001-2000 WORK HOURS		WAGE	\$16.31	\$24.46		
		FRINGE	\$15.26	\$16.59		
2001-3000 WORK HOURS		WAGE	\$17.33	\$26.00		
		FRINGE	\$15.26	\$16.59		
3001-4000 WORK HOURS		WAGE	\$19.37	\$29.06		
		FRINGE	\$15.26	\$16.59		
LABORERS ZONE 2 Allegan, Barry, Bay, Berrien, Branch, Calhoun, Cass, Clinton, Eaton, Gratiot, Hillsdale, Huron, Ingham, Jackson, Kalamazoo, Leapeer, Lenawee, Livingston, Midland, Muskegon, Saginaw, Sanilac, Shiawassee, St. Clair, St. Joseph, Tuscola, and Van Buren						

**2014 Prevailing Wage Rate Schedule
for Parking Lot, Road, Highway, Bridge and Airport Construction**

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Construction Mechanic Classification			Straight. Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
LABORERS CLASS 4 ZONE 2	RBLABC422	WAGE	\$20.74	\$31.11		X X X X X X X H Y
	8/13/2013	FRINGE	\$15.26	\$16.59		
Apprentice Rates:						
0-1000 WORK HOURS		WAGE	\$15.56	\$23.34		
		FRINGE	\$15.26	\$16.59		
1001-2000 WORK HOURS		WAGE	\$16.59	\$24.88		
		FRINGE	\$15.26	\$16.59		
2001-3000 WORK HOURS		WAGE	\$17.63	\$28.44		
		FRINGE	\$15.26	\$16.59		
3001-4000 WORK HOURS		WAGE	\$19.70	\$29.55		
		FRINGE	\$15.26	\$16.59		
LABORERS ZONE 2						
Allegan, Barry, Bay, Berrien, Branch, Calhoun, Cass, Clinton, Eaton, Gratiot, Hillsdale, Huron, Ingham, Jackson, Kalamazoo, Lapeer, Lenawee, Livingston, Midland, Muskegon, Saginaw, Sanilac, Shiawassee, St. Clair, St. Joseph, Tuscola, and Van Buren						
LABORERS CLASS 4 ZONES 3 & 4	RBLABC423	WAGE	\$20.14	\$30.21		X X X X X X X H Y
	8/13/2013	FRINGE	\$15.26	\$16.59		
Apprentice Rates:						
0-1000 WORK HOURS		WAGE	\$15.10	\$22.65		
		FRINGE	\$15.26	\$16.59		
1001-2000 WORK HOURS		WAGE	\$16.11	\$24.16		
		FRINGE	\$15.26	\$16.59		
2001-3000 WORK HOURS		WAGE	\$17.12	\$25.68		
		FRINGE	\$15.26	\$16.59		
3001-4000 WORK HOURS		WAGE	\$19.13	\$28.70		
		FRINGE	\$15.26	\$16.59		
LABORERS ZONE 3						
Alcona, Alpena, Antrim, Arenac, Benzie, Charlevoix, Cheboygan, Clats, Crawford, Emmet, Gladwin, Grand Traverse, Ionia, Iosco, Isabella, Kalkaska, Kent, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Montmorency, Newaygo, Oceaana, Ogemaw, Osceola, Oscoda, Otsego, Ottawa, Presque Isle, Roscommon and Wexford						
LABORERS ZONE 4						
Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Leuce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft						

**2014 Prevailing Wage Rate Schedule
for Parking Lot, Road, Highway, Bridge and Airport Construction**

Construction Mechanic Classification		Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
LABORERS CLASS 6 ZONES 3 & 4	RBLABC523	WAGE	\$19.76	\$29.64	X X X X X X X H Y
	6/13/2013	FRINGE	\$15.26	\$16.59	
Apprentice Rates:					
0-1000 WORK HOURS		WAGE	\$14.82	\$22.23	
		FRINGE	\$15.26	\$16.59	
1001-2000 WORK HOURS		WAGE	\$15.81	\$23.72	
		FRINGE	\$15.26	\$16.59	
2001-3000 WORK HOURS		WAGE	\$16.80	\$25.20	
		FRINGE	\$15.26	\$16.59	
3001-4000 WORK HOURS		WAGE	\$18.77	\$28.18	
		FRINGE	\$15.26	\$16.59	

LABORERS ZONE 3

Alcona, Alpena, Antrim, Arenac, Benzie, Charlevoix, Cheboygan, Clare, Crawford, Emmet, Gladwin, Grand Traverse, Ionia, Iosco, Isabella, Kalamazoo, Kent, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Montmorency, Newaygo, Oshtemo, Ogemaw, Osceola, Oscoda, Otsego, Ottawa, Presque Isle, Roscommon and Wexford

LABORERS ZONE 4

Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft

LABORERS CLASS 6 ZONE 1	RBLABC021	WAGE	\$22.70	\$34.05	X X X X X X X H Y
	6/13/2013	FRINGE	\$15.46	\$16.86	
Apprentice Rates:					
0-1000 WORK HOURS		WAGE	\$17.02	\$25.53	
		FRINGE	\$15.46	\$16.86	
1001-2000 WORK HOURS		WAGE	\$18.16	\$27.24	
		FRINGE	\$15.46	\$16.86	
2001-3000 WORK HOURS		WAGE	\$19.29	\$28.94	
		FRINGE	\$15.46	\$16.86	
3001-4000 WORK HOURS		WAGE	\$21.56	\$32.34	
		FRINGE	\$15.46	\$16.86	

LABORERS ZONE 1

Genesee, Macomb, Monroe, Oakland, Washtenaw and Wayne

**2014 Prevailing Wage Rate Schedule
for Parking Lot, Road, Highway, Bridge and Airport Construction**

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Construction Mechanic Classification		Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
LABORERS CLASS 7 ZONES 2, 3, 4	RBLASC72	WAGE	\$23.52	\$35.28	X X X X X X X H Y
	8/13/2013	FRINGE	\$15.26	\$16.59	
Apprentice Rates:					
0-1000 WORK HOURS		WAGE	\$17.64	\$26.46	
		FRINGE	\$15.28	\$16.59	
1001-2000 WORK HOURS		WAGE	\$18.82	\$28.23	
		FRINGE	\$15.26	\$16.59	
2001-3000 WORK HOURS		WAGE	\$19.99	\$29.98	
		FRINGE	\$15.26	\$16.59	
3001-4000 WORK HOURS		WAGE	\$22.34	\$33.51	
		FRINGE	\$15.26	\$16.59	

LABORERS ZONE 2
Alegan, Barry, Bay, Benken, Branch, Calhoun, Cass, Clinton, Eaton, Gratiot, Hillsdale, Huron, Ingham, Jackson, Kalamazoo, Leapez, Lenawee, Livingston, Midland, Muskegon, Saginaw, Sanilac, Shiawassee, St. Clair, St. Joseph, Tuscola, and Van Buren

LABORERS ZONE 3
Alcona, Alpena, Antrim, Arenac, Benzie, Charlevoix, Cheboygan, Clare, Crawford, Emmet, Gladwin, Grand Traversa, Ionia, Iosco, Isabella, Kalkaska, Kent, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Montmorency, Newaygo, Oceana, Ogemaw, Osceola, Oscoda, Otsego, Ottawa, Presque Isle, Roscommon and Wexford

LABORERS ZONE 4
Alger, Benzie, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mecolinac, Marquette, Manistee, Ontonagon and Schoolcraft

LABORERS CLASS 7 ZONE 1	RBLABC71	WAGE	\$23.77	\$35.56	X X X X X X X H Y
	6/13/2013	FRINGE	\$15.46	\$16.86	
Apprentice Rates:					
0-1000 WORK HOURS		WAGE	\$17.83	\$26.74	
		FRINGE	\$15.46	\$16.86	
1001-2000 WORK HOURS		WAGE	\$19.02	\$28.63	
		FRINGE	\$15.46	\$16.86	
2001-3000 WORK HOURS		WAGE	\$20.20	\$30.30	
		FRINGE	\$15.46	\$16.86	
3001-4000 WORK HOURS		WAGE	\$22.58	\$33.87	
		FRINGE	\$15.48	\$16.88	

LABORERS ZONE 1
Genesee, Macomb, Monroe, Oakland, Washtenaw and Wayne

**2014 Prevailing Wage Rate Schedule
for Parking Lot, Road, Highway, Bridge and Airport Construction**

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Construction Mechanic Classification			Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
OPERATING ENGINEERS CLASS 2 ZONE 2	RBOEC222 8/12/2013	WAGE FRINGE	\$19.68 \$24.31	\$29.52 \$25.79		H H H H H H H Y
<p>OPERATING ENGINEERS ZONE 2 The entire state except those counties listed in Zone 1: Genesee, Oakland, Macomb, Monroe, Washtenaw and Wayne</p>						
OPERATING ENGINEERS GREASE TRUCK CLASS 2 ZONE 2	RBOEC222GT 6/12/2013	WAGE FRINGE	\$20.81 \$24.48	\$31.22 \$26.04		H H H H H H H Y
<p>OPERATING ENGINEERS ZONE 2 The entire state except those counties listed in Zone 1: Genesee, Oakland, Macomb, Monroe, Washtenaw and Wayne</p>						
OPERATING ENGINEERS CLASS III ZONE 1	RBOEC321 6/12/2013	WAGE FRINGE	\$19.32 \$24.26	\$28.98 \$25.71		H H H H H H H Y
<p>OPERATING ENGINEERS ZONE 1 Genesee, Oakland, Macomb, Monroe, Washtenaw and Wayne counties</p>						
OPERATING ENGINEERS CLASS III ZONE 2	RBOEC322 6/12/2013	WAGE FRINGE	\$19.19 \$24.24	\$28.79 \$25.68		H H H H H H H Y
<p>OPERATING ENGINEERS ZONE 2 The entire state except those counties listed in Zone 1: Genesee, Oakland, Macomb, Monroe, Washtenaw and Wayne</p>						
OPERATING ENGINEERS CLASS IV ZONE 1	RBOEC421 6/12/2013	WAGE FRINGE	\$19.17 \$24.24	\$28.76 \$25.68		H H H H H H H Y
<p>OPERATING ENGINEERS ZONE 1 Genesee, Oakland, Macomb, Monroe, Washtenaw and Wayne counties</p>						

**2014 Prevailing Wage Rate Schedule
for Parking Lot, Road, Highway, Bridge and Airport Construction**

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Construction Mechanic Classification			Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
Boiler Operator: unit driver and operator of steam/water heater units and all ancillary equipment associated	TM247-4	WAGE	\$23.99	\$35.99		H H H H H H H N
	10/15/2012	FRINGE	\$8.21	\$8.21		

Statewide

Combo Unit driver & Jetter-Vac Operator	TM247-5	WAGE	\$23.99	\$35.99		H H H H H H H N
	10/15/2012	FRINGE	\$8.21	\$8.21		

Statewide

Pipe Bursting & Slip-lining Equipment Operator	TM247-6	WAGE	\$24.99	\$37.49		H H H H H H H N
	10/15/2012	FRINGE	\$8.21	\$8.21		

Statewide

TRUCK DRIVERS

TRUCK DRIVERS ZONE 1 EUCLID TYPE EQUIPMENT	TD1	WAGE	\$25.15	\$37.73		H H H H H H H Y
	8/8/2013	FRINGE	\$18.30	\$0.50		

TRUCK DRIVERS ZONE 1
Genesee, Oakland, Macomb, Monroe, Livingston,
Washtenaw and Wayne

**2014 Prevailing Wage Rate Schedule
for Parking Lot, Road, Highway, Bridge and Airport Construction**

Construction Mechanic Classification		Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
TRUCK DRIVERS ZONE 2 8 CUBIC YARD CAPACITY OR LESS (except dump trucks of 8 cubic yard capacity or over, tandem axle trucks, transit mix and semis, euclid type equipment, double bottoms and low boys)	TD#2 8/8/2013	WAGE \$24.80 FRINGE \$17.02	\$37.20 \$0.50		H H H H H H H H Y

TRUCK DRIVERS ZONE 2
The entire state except those counties listed in Zone 1:
Genesee, Oakland, Macomb, Monroe, Livingston,
Washtenaw and Wayne

SECTION II

STANDARD SPECIFICATIONS

Consisting of the City of Detroit "Standard Specifications For Paving and Related Construction", dated **March 2009**, as amended, is hereby made a part of this Agreement by reference, and is available for inspection and/or purchase at the DPW-City Engineering Division, **2 Woodward Avenue, 642 CAYMC, Detroit, Michigan 48226**.

SECTION III
CONTRACT
DRAWINGS
AND SUPPLEMENTAL
SPECIFICATIONS
FOR PW-7594

CITY OF DETROIT

**SPECIAL PROVISIONS FOR
RESTORATION OF BERM**

UCP

03-07-13

The restoration of the berm area for subsection 13.6 for "Removal and Replacement of Curb and Sidewalks" shall be performed in accordance with the Standard Specifications for Paving and Related Construction, **March 2009** edition (available separately from the City Engineering Division of the Department of Public Works) with the following revision.

Delete the subsection 13.III.15, paragraphs A.2, B.2, C.2, D.2, E.2 and G.2 in its entirety and replace with the following:

2. "The excavation, backfilling, compacting, grading, and restoration of the berm not to exceed 2-feet in width paralleling the curb replaced as required or as directed by the Engineer. The restoration of any damage caused by the Contractor beyond said two feet width will be at no cost to the City."

CITY OF DETROIT

**SPECIAL PROVISIONS FOR
MOBILIZATION-PW PROJECT**

UCP

09/25/12

The work covered for pay item "Mobilization, Max ___" shall be as per Section 150. Mobilization of the 2012 Standard Specifications for Construction, Michigan Department of Transportation except as modified herein.

The word "Department" in the body of specifications shall mean "The City of Detroit"

A copy of said per Section 150. Mobilization, pages 107 and 108 of the 2012 Standard Specifications for Construction, Michigan Department of Transportation is attached herewith.

Contractor is advised that per these specifications the cost of project specific bonding, insurances, and permits are included in payment for Mobilization and no separate payments for it will be made.

ATTACHMENT TO
CITY OF DETROIT

SPECIAL PROVISIONS FOR
MOBILIZATION-PW PROJECT

A copy of said per Section 150. Mobilization, pages 107 and 108 of the 2012 Standard Specifications for Construction, Michigan Department of Transportation is attached herewith.

150.04

Section 150. MOBILIZATION

150.01. Description. This work consists of preparatory work and operations including, but not limited to, the following:

- A. The movement of personnel, equipment, supplies, and incidentals to the project site;
- B. The establishment of the Contractor's offices, buildings, and other facilities to support work on the project including associated job site posters;
- C. Other work and operations the Contractor must perform;
- D. Expenses incurred, before beginning work on pay items at the project site; and
- E. Pre-construction costs, exclusive of bidding costs, that are necessary direct costs to the project rather than directly attributable to other pay items under the contract.

150.02. Materials. None specified.

150.03. Construction. None specified.

150.04. Measurement and Payment.

Pay Item	Pay Unit
Mobilization, Max ____	Lump Sum

The Department will specify the maximum bid amount for Mobilization, Max ____ in the proposal. If the Contractor submits a bid amount for Mobilization, Max ____ that exceeds the maximum bid amount, the Department will use the maximum bid amount as the Contractor's lump sum bid amount and will correct the total bid amount to reflect this maximum bid amount.

The Department will pay the Contractor for **Mobilization, Max ____** in accordance with Table 150-1. The percent of the original contract amount earned is exclusive of the **Mobilization, Max ____** pay item.

ATTACHMENT TO

CITY OF DETROIT

SPECIAL PROVISIONS FOR
MOBILIZATION-PW PROJECT

A copy of said per Section 150. Mobilization, pages 107 and 108 of the 2012 Standard Specifications for Construction, Michigan Department of Transportation is attached herewith.

150.04

Table 150-1 Partial Payment Schedule for Mobilization	
Percent of Original Contract Amount Earned	Percent of Bid Amount for Mobilization, Max ____
5	50
10	75
25	100

When the percentage of the original contract amount earned is less than 5% on the partial payment schedule, the Department will pay the Contractor for costs of project specific bonding, insurances, and permits when proof of payment is received and accepted by the Engineer. The Engineer will then subtract these costs from the bid amount for Mobilization, Max ____.

The total sum of all payments for this item will not exceed the bid amount for Mobilization, Max ____, regardless of the following conditions:

- A. The Contractor shut down the work on the project for any reason;
- B. The Contractor moved equipment away from the project and then back again; or
- C. The Department added additional quantities or items of work to the contract.

If the contract does not contain a Mobilization, Max ____ pay item, the unit prices for other items of work will include the costs of mobilization.

CITY OF DETROIT
SPECIAL PROVISION
FOR
SIDEWALK, CONC WITH TREE ROOTS, 4 INCH
SIDEWALK, CONC WITH TREE ROOTS, 6 INCH

1 of 1

DET: MCS/up

05-12-12

Description " Sidewalk, Conc with Tree Roots, 4 inch" or" Sidewalk, Conc with Tree Roots, 6 inch" is designated for the sidewalk replacement which has been raised by tree roots and requires trimming of the tree roots in conjunction with the sidewalk replacement, as directed by the Engineer.

This item of work includes: Cutting and removing tree roots, removing wood chips and all debris material properly disposed of off site; backfilling, compacting, and grading of the removal area; and construction of concrete sidewalk.

Concrete sidewalk of the thickness specified shall be constructed in accordance with Section 803 of the 2012 Michigan Department of Transportation Standard Specifications for Construction and the City of Detroit Special Provision for Sidewalk, Conc, ___inch, Modified. Sidewalk cross slopes shall be between 1% and 2% sloping down towards the street.

Method of Measurement and Basis of Payment. "Sidewalk, Conc with Tree Roots, 4 inch" of the type specified shall be measured in square foot.

Payment shall be for the entire flag or flags of sidewalk affected by tree roots. The contract unit price "Sidewalk, Conc with Tree Roots, 4 Inch" is full compensation for all work required to complete this pay item, including all labor, equipment and material.

Pay Item

Pay Unit

Sidewalk, Conc with Tree Roots, 4 inch
Sidewalk, Conc with Tree Roots, 6 inch

Square Foot
Square Foot

CITY OF DETROIT
SPECIAL PROVISION
FOR
CURB, CONC, DETAIL CD, MODIFIED and
INTEGRAL CURB AND SIDEWALK, 2 FEET, MODIFIED

1 of 1

DET: UP

Revised: 01-13-12

Description. The work consists of constructing curb in accordance with Section 802 of the 2012 Michigan Department of Transportation Standard Specifications for Construction except as modified herein.

Construction.

1. Construct a separate type curb per MDOT Standard Plan R-30, Detail E when the existing curb is not integral with sidewalk except that match existing curb depth and no lane ties are required, and
2. Construct a separate curb with integral sidewalk when the existing curb is integral with sidewalk. Saw cut the existing integral sidewalk 2 feet from the face for curb. Construct new curb with 2 feet integral walk. Provide 1" expansion joint in the sidewalk at 2 feet from the curb. The remaining sidewalk may or may not be replaced.

Where there is a stepped curb, the Integral Curb and Sidewalk shall be constructed to meet the face of the step curb. The exact height of the curb face and the width of the Integral Curb and Sidewalk will vary depending upon the field conditions and shall be constructed as directed by the Engineer. Where the difference between the sidewalk and gutter elevations is less than or equal to 7 inches, the Integral Curb and Sidewalk shall be constructed to eliminate the step.

Restore areas disturbed, to their original condition. Existing berm areas shall be restored with like replacement. No separate payment will be made for such restoration but is considered part of work item.

Protect lawn sprinkler systems, if encountered. All costs associated with the lawn sprinkler protection, restoration and repair, if damaged, will be borne by the Contractor and no separate payment will be made.

Measurement and Payment. The completed work as described herein for concrete curb, which includes a separate curb or a curb with integral sidewalk, will be measured by the foot. The contract unit price will be payment in full for furnishing all materials, labor and equipment necessary to construct the curb

<u>Pay Item</u>	<u>Pay Unit</u>
Curb, Conc, Detail CD, Modified	Foot
Integral Curb and Sidewalk, 2 Feet, Modified	Foot

CITY OF DETROIT
SPECIAL PROVISION
FOR
SIDEWALK, CONC, ___ INCH, MODIFIED

1 of 2

DET-UP

Revised: 01-04-2012

Description. The work consists of constructing concrete sidewalk of the thickness specified, in accordance with Section 803 of the 2012 Michigan Department of Transportation Standard Specifications for Construction, Special Detail R-29-H and this special provision.

Construction. Construct all sidewalks with a normal cross slope of 2.00 % (1/4 inch per foot) sloping down towards the street but not less than 1.00 % minimum when existing conditions prevent from having normal slope.

Construct concrete sidewalk to a minimum 4-inch thickness at all locations called for, with the following exceptions:

Construct 6-inch thick concrete sidewalk for residential driveway area, the first flags of sidewalk adjacent to commercial driveways and alley pavements;

Construct 6-inch thick concrete sidewalk for a 3 feet minimum width from the face of curb at street returns. The Engineer will determine the limit of this item so that unusual jointing with the adjacent 4-inch thick sidewalk does not occur.

Restore area disturbed beyond actual sidewalk repair limits to its original conditions. Existing berm area shall be restored with like replacement. No separate payment will be made for such restoration but is considered part of work item.

Sidewalk Joints

All sidewalk joints shall be constructed in accordance with the applicable provisions of Subsection 803.03 D of the 2012 MDOT Standard Specifications and Special Detail R-29-H except as modified herein.

Where hydrants or utility pole are located within the sidewalk area, a 3-foot knockout squared centered on hydrant or utility pole shall be constructed with full depth 1/2-inch expansion paper and a 30-pound felt paper shall be wrapped around the hydrant or utility pole at contact with concrete.

CITY OF DETROIT
SPECIAL PROVISION
FOR
SIDEWALK, CONC, __ INCH, MODIFIED

2 of 2

DET-UP

Revised: 01- 4-2012

Measurement and Payment. The completed work for "Sidewalk, Conc, __Inch, Modified" of the thickness specified will be measured and paid for at the contract unit price for the following items. Any excavation or granular backfill 4 inches or less required to construct the walk shall be included in this item of work and will not be paid for separately.

Pay Item	Pay Unit
Sidewalk, Conc, 4 Inch, Modified	Square Foot
Sidewalk, Conc, 6 inch, Modified	Square Foot

CITY OF DETROIT
SPECIAL PROVISION
FOR
SIDEWALK REPLACEMENT RAMP, ADA, MODIFIED and
DETECTABLE WARNING SURFACE TILE, MODIFIED (PW Projects)

1 OF 3

DET-JE

Revised: 02-16-2015

Description: This special provision covers construction of sidewalk ramp with detectable warning surface and or Retrofitting existing sidewalk or sidewalk ramp with detectable warning surfaces.

The work consists of constructing (which also includes removal of existing sidewalk) sidewalk ramp and/or retrofitting ramp with detectable warning surface in accordance with the applicable provisions of Section 803 of the 2012 MDOT Standard Specifications for Construction and the current MDOT Standard Plan R-28 Series except as modified herein.

Complete this work in conformance with the American with Disability Act (ADA) provisions as applicable.

Material: The Detectable Warning Surface color shall be will be brick red, federal color number 22144 unless otherwise approved by the Engineer. The color shall be homogeneous throughout the tile.

Construction: Construct ADA ramps, first row of walks and flares behind the circular curbs at intersection **Six inches (6")** in thickness. All other mid-block ADA ramps shall be constructed of **Four inches (4")** in thickness. See marking on attached ADA ramp details **R-28-I**.

Install detectable warning surface according to the manufacturer's instructions and the current MJOT Standard Plan R-28 Series.

The curb and gutter section at the bottom of the ramp (ramp opening) shall be a full depth curb and have a minimum depth of 12 inches.

It is also the Contractor's responsibility to incorporate any changes made to the ADA accessibility requirements that may take effect prior to the start date of actual construction. If the Contractor determines that any changes significantly alter the original bid cost, the Contractor may submit a written request to the Engineer or his representative for approval and compensation. Include a cost comparison between the original bid cost and the cost of the ADA required changes in the request.

The contractor shall stamp all concrete with a legible stamp bearing the name of the company and the year of construction. No sidewalk or ramp construction shall commence without a Contractor's stamp on site.

CITY OF DETROIT
SPECIAL PROVISION
FOR
SIDEWALK REPLACEMENT RAMP, ADA, MODIFIED and
DETECTABLE WARNING SURFACE TILE, MODIFIED (PW Projects)

2 OF 3

Measurement and Payment: The completed work as described herein for Sidewalk Replacement Ramp, 6", ADA which includes Detectable Warning Surface Tile will be measured by as square feet and feet respectively. The contract unit price will be payment in full for furnishing all materials, labor and equipment necessary to construct the curb.

Pay Item

Sidewalk Replacement Ramp, 6", ADA,
Detectable Warning Surface Tile,

Pay Unit

Square Foot
Foot

Sidewalk Replacement Ramp, 6", ADA will be measured by the area of the ramp, the flares, and monolithic rolled curbs along the longitudinal edges of the ramp, and the curb or the curb integral with pavement at the bottom of the ramp.

Payment includes all labor, materials, and equipment required to construct the sidewalk ramp pavement including flares, and monolithic rolled curbs along the longitudinal edges of the ramp, and the curb or the curb integral with pavement, at the bottom of the ramp. Any excavation or granular backfill required to construct sidewalk ramps will be included in this item of work and will not be paid for separately.

Landing area will be paid as 4" sidewalk.

Restore berm areas disturbed beyond sidewalk ramp repair limits to its original conditions. No separate payment will be made for such restoration but is considered part of work item.

Replacement of all sidewalk, curb, or curb integral with pavement outside the area measured for "Sidewalk Ramp, ADA, Modified" will be paid for separately.

Detectable Warning Surface Tile, Modified will be measured in feet. Payment includes the detectable warning surface tile(s) and all labor, materials, and equipment to install the detectable warning surface for a Sidewalk Ramp, ADA, Modified.

If the Contractor elects to remove the existing concrete sidewalk or sidewalk ramp in conjunction with retrofitting a Detectable Warning Surface Tile, Modified, the unit price for a **Detectable Warning Surface Tile, Modified** will include the cost of removing sidewalk, sidewalk ramp and restoration.

CITY OF DETROIT

**SPECIAL PROVISION
FOR
SEEDING**

Revision: 04-27-04

DESCRIPTION:

At the option of the contractor, the hydroseeding method may be used instead of the broadcast method to sow seed for berm restoration. Hydroseeding will be performed according to section 816 of the current MDOT standard specification for construction.

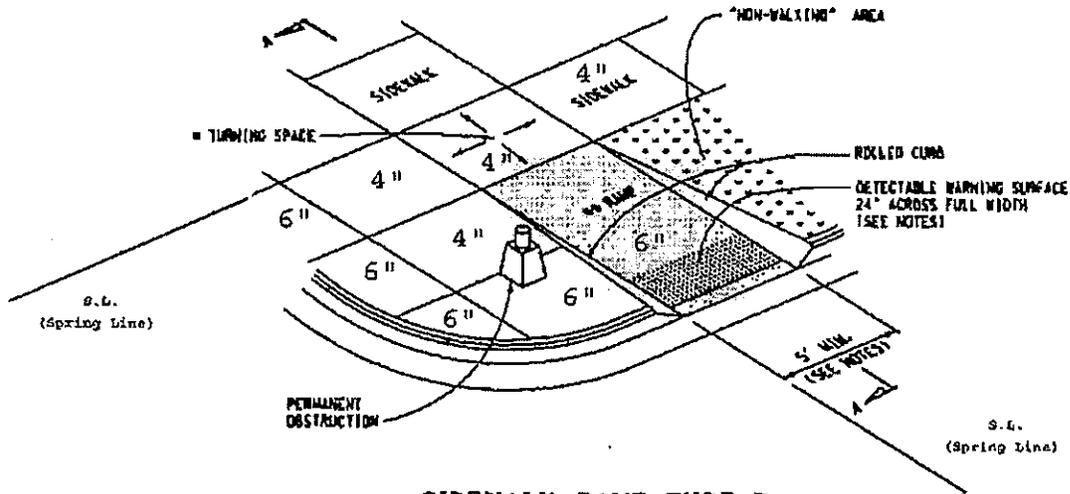
Contractor may require spreading mulching on top of the seeded area, and will be included in the "Seeding" pay item.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT:

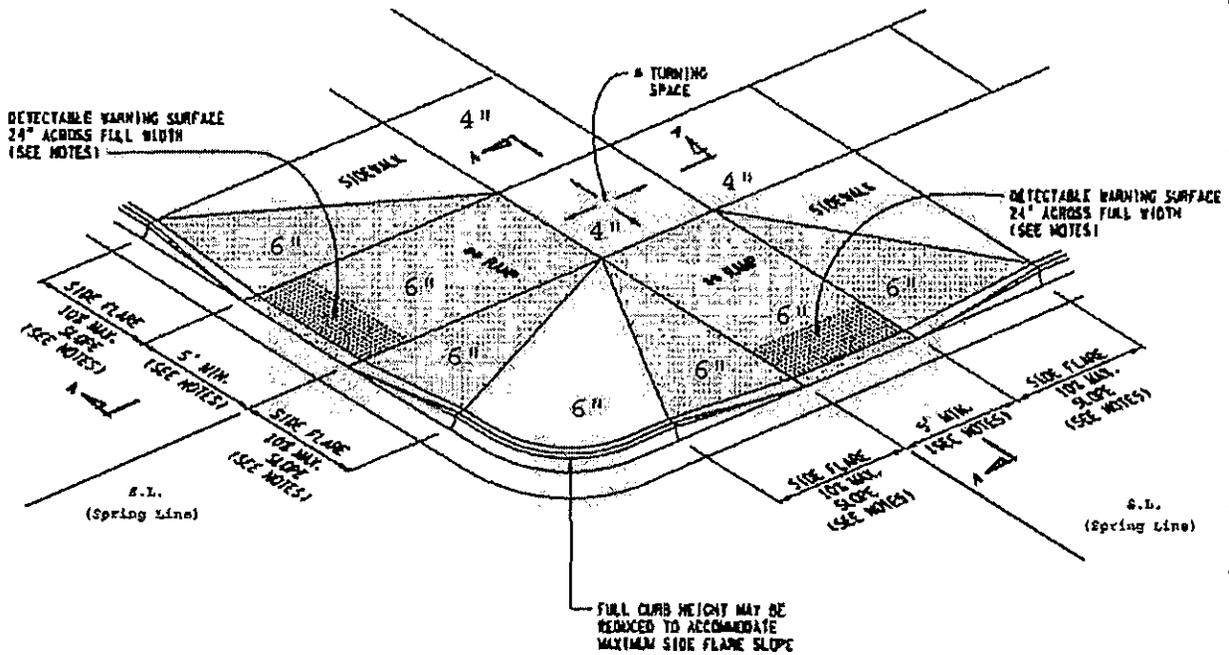
Hydroseeding will be paid at the contract unit price per acre quoted for "Seeding"

• MAXIMUM TURNING SPACE SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

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



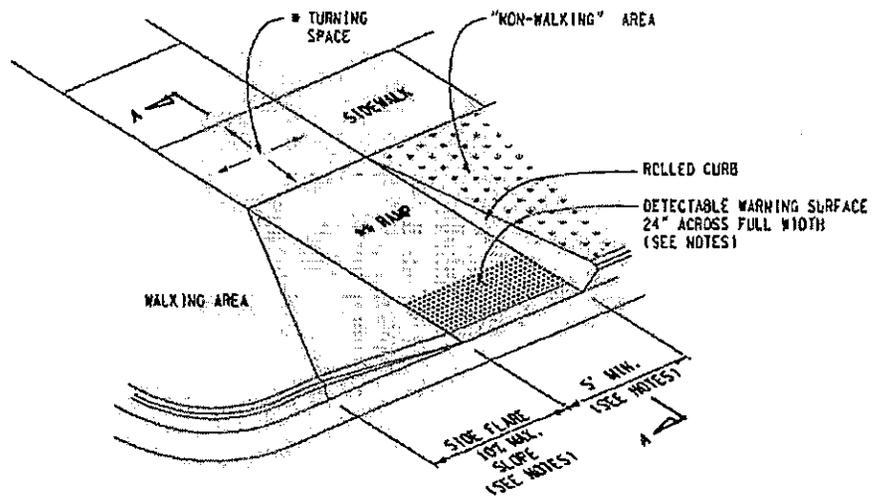
SIDEWALK RAMP TYPE R
(ROLLED SIDES)



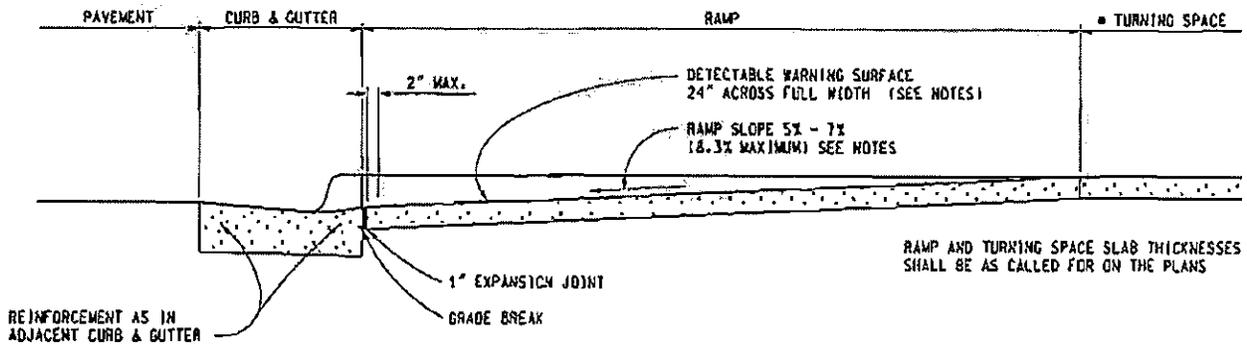
SIDEWALK RAMP TYPE F
(FLARED SIDES, TWO RAMPS SHOWN)

 PREPARED BY DESIGN DIVISION DRAWN BY: <i>G.L.L.</i> CHECKED BY: <i>V.K.P.</i>	DEPARTMENT DIRECTOR Kim T. Stucke	MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR	
	APPROVED BY: <i>Randy U. Poffel</i> DIRECTOR, BUREAU OF FIELD SERVICES	SIDEWALK RAMP AND DETECTABLE WARNING DETAILS	
	APPROVED BY: <i>Mark A. Van Pelt</i> DIRECTOR, BUREAU OF HIGHWAY DEVELOPMENT		
		9-30-2014 F.H.V.L. APPROVAL	7-1-2014 PLAN DATE

- MAXIMUM TURNING SPACE SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.
- MAXIMUM RAMP CROSS SLOPE IS 2.0%. RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.

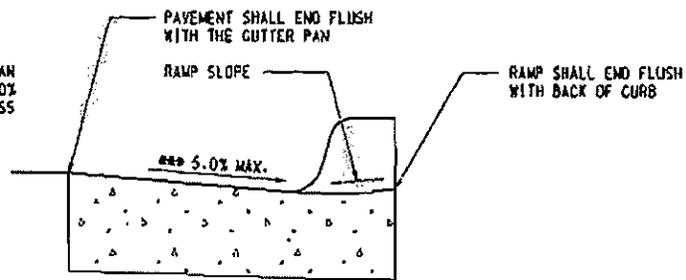


SIDEWALK RAMP TYPE RF
(ROLLED / FLARED SIDES)



SECTION A-A

*** TRANSITION ADJACENT GUTTER PAN CROSS SECTION TO PROVIDE 5.0% MAXIMUM COUNTER SLOPE ACROSS THE RAMP OPENING.



SECTION THROUGH CURB CUT
(TYPICAL ALL RAMP TYPES)

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR

**SIDEWALK RAMP AND
DETECTABLE WARNING DETAILS**

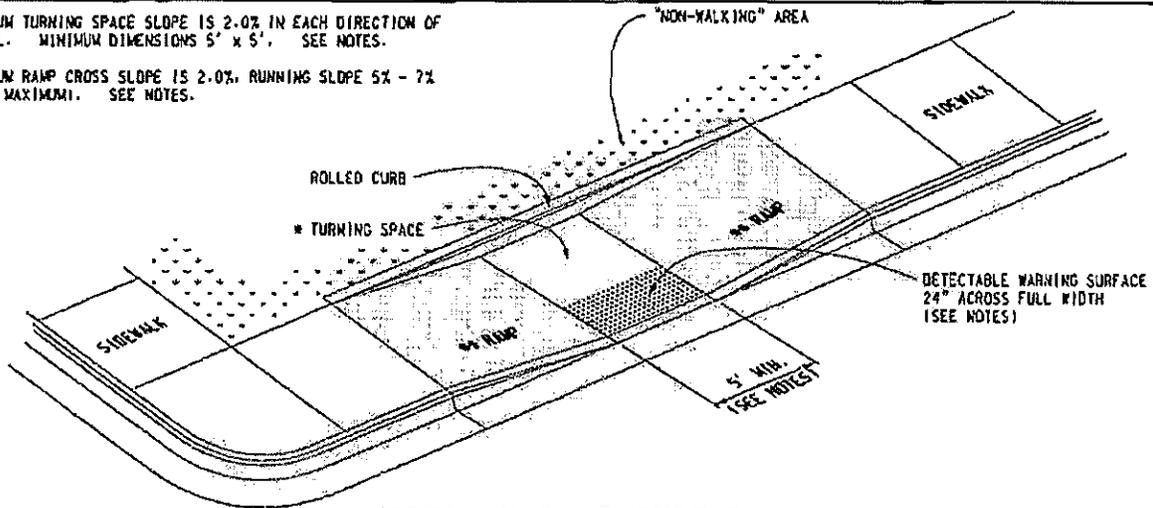
9-30-2014
F.H.V.A. APPROVAL

7-1-2014
PLAN DATE

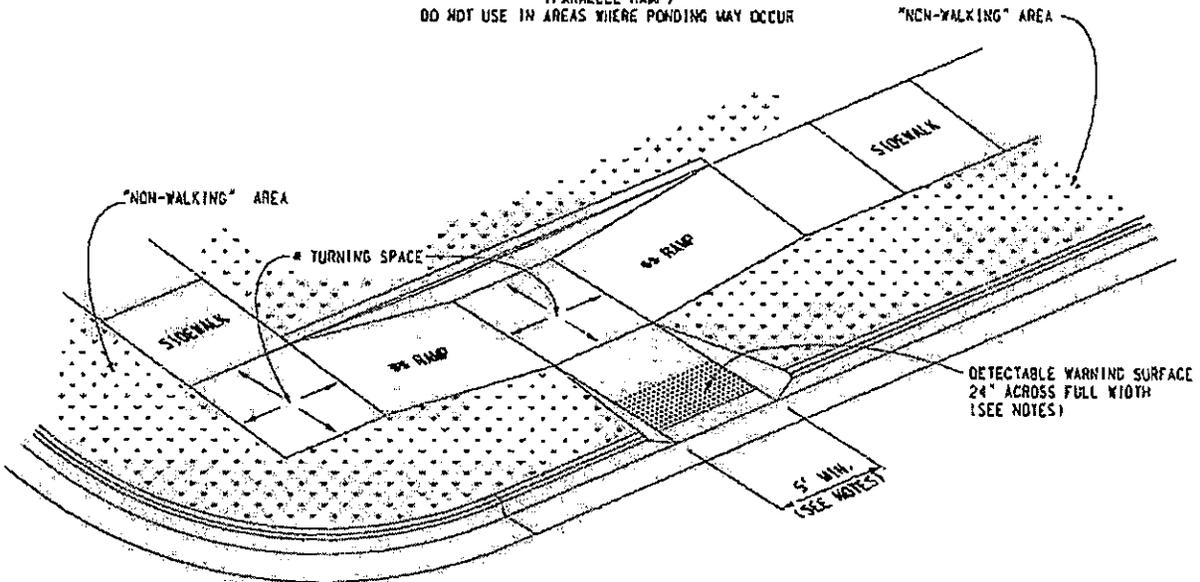
R-28-1

SHEET
2 OF 7

- MAXIMUM TURNING SPACE SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5', SEE NOTES.
- MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5% - 7% 18.3% MAXIMUM. SEE NOTES.

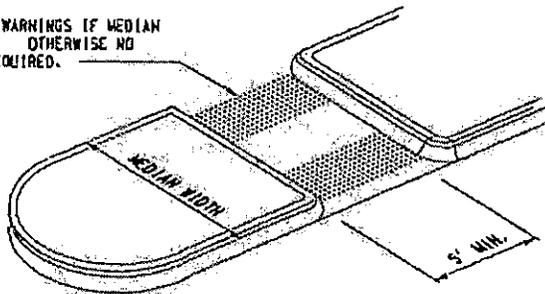


SIDEWALK RAMP TYPE P
(PARALLEL RAMP)
DO NOT USE IN AREAS WHERE PONDING MAY OCCUR



SIDEWALK RAMP TYPE C
(COMBINATION RAMP)

USE 24" DEEP DETECTABLE WARNINGS IF MEDIAN WIDTH IS AT LEAST 6'-0". OTHERWISE NO DETECTABLE WARNING IS REQUIRED.



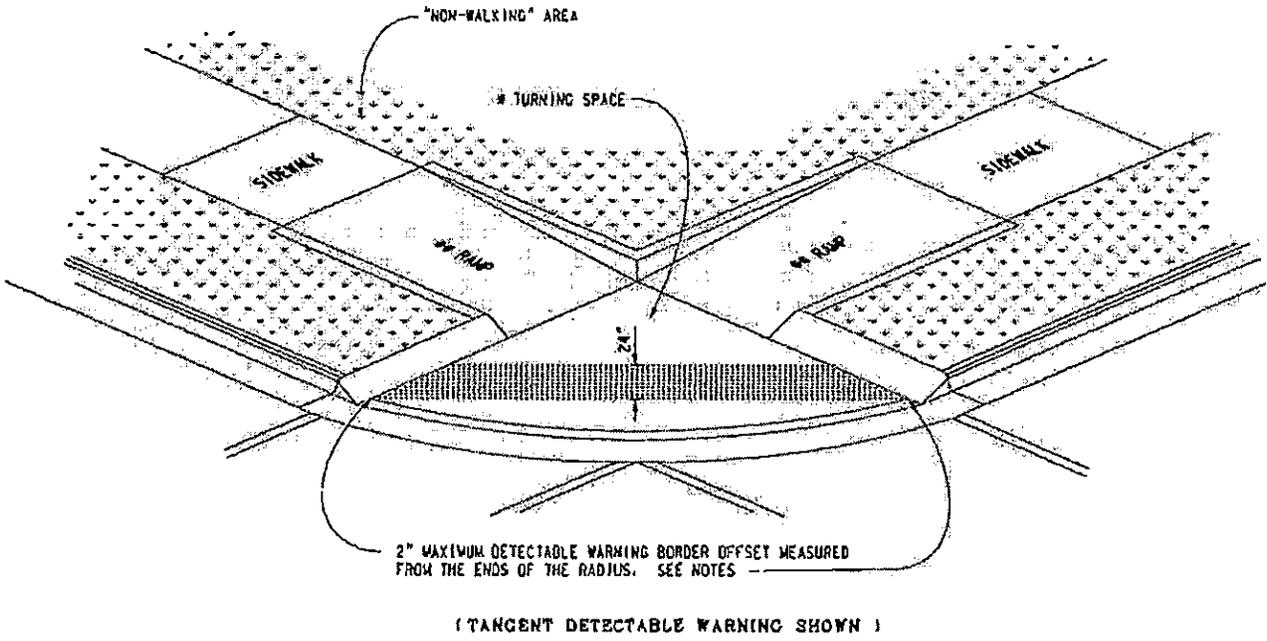
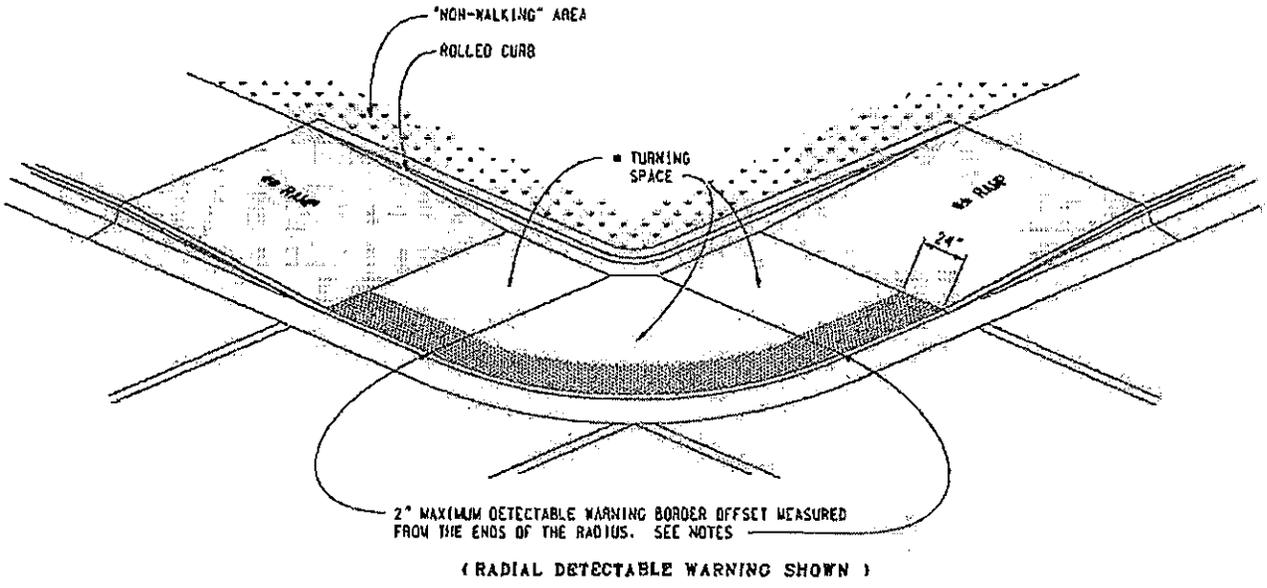
SIDEWALK RAMP TYPE M
(MEDIAN ISLAND)

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR

**SIDEWALK RAMP AND
DETECTABLE WARNING DETAILS**

9-30-2014 I.R.W.A. APPROVAL	7-1-2014 PLAN DATE	R-28-I	SHEET 3 OF 7
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- MAXIMUM TURNING SPACE SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.
- MAXIMUM RAMP CROSS SLOPE IS 2.0%. RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.

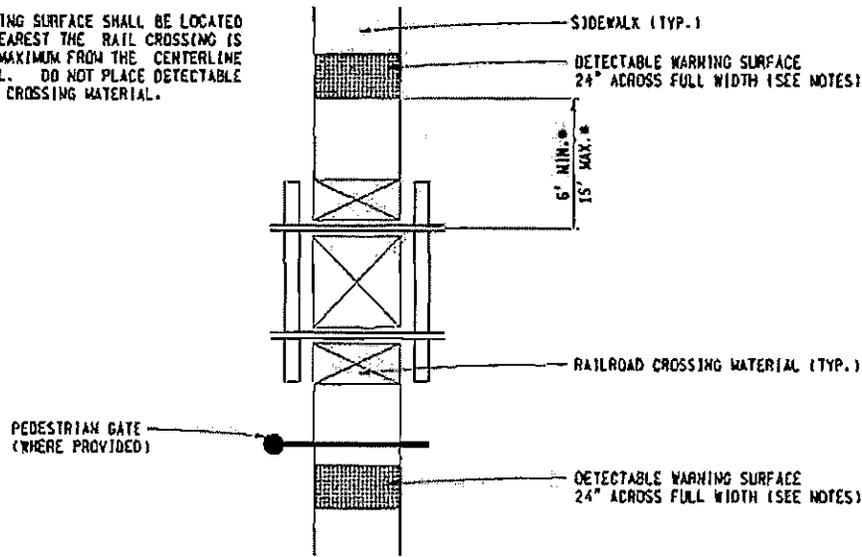


SIDEWALK RAMP TYPE D
(DEPRESSED CORNER)

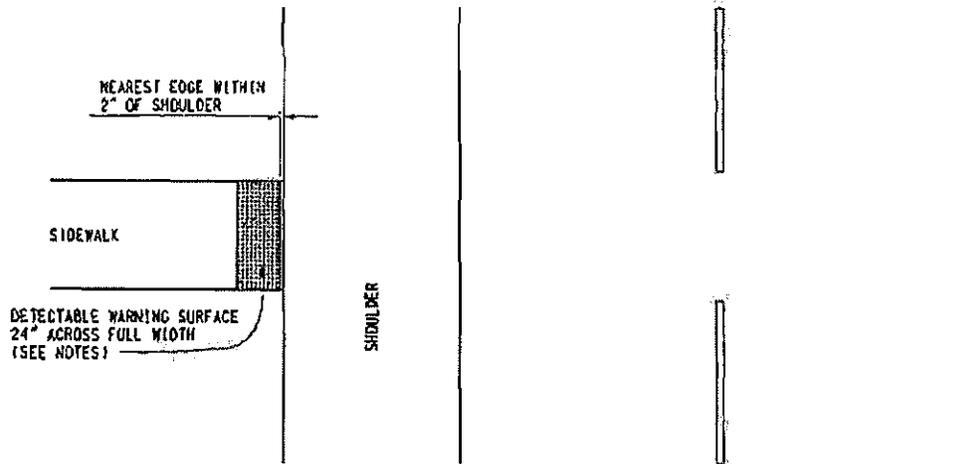
USE ONLY WHEN INDEPENDENT DIRECTIONAL RAMPS CAN NOT BE CONSTRUCTED FOR EACH CROSSING DIRECTION

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR			
SIDEWALK RAMP AND DETECTABLE WARNING DETAILS			
9-30-2014 F. N. W. L. APPROVAL	1-1-2014 PLAN DATE	R-28-I	SHEET 4 OF 7

THE DETECTABLE WARNING SURFACE SHALL BE LOCATED SO THAT THE EDGE NEAREST THE RAIL CROSSING IS 6' MINIMUM AND 15' MAXIMUM FROM THE CENTERLINE OF THE NEAREST RAIL. DO NOT PLACE DETECTABLE WARNING ON RAILROAD CROSSING MATERIAL.



DETECTABLE WARNING AT RAILROAD CROSSING

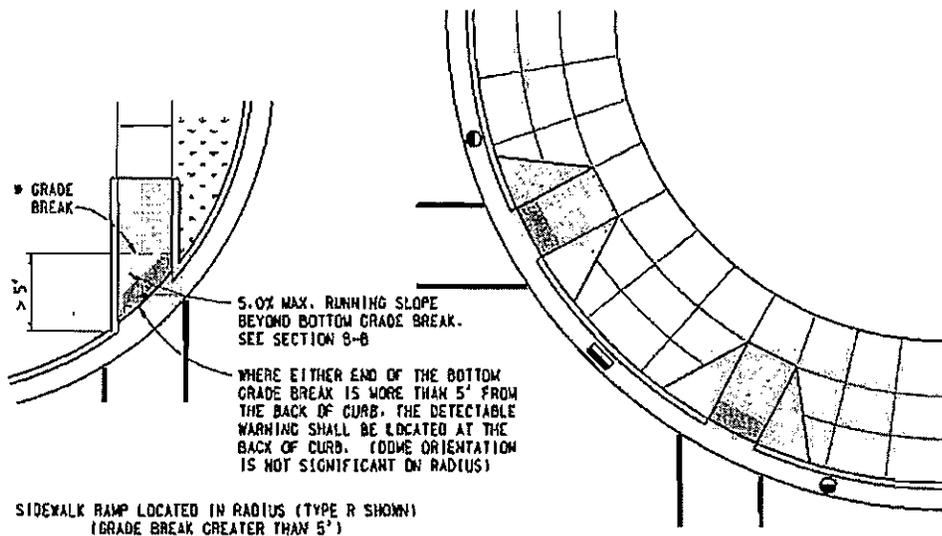


DETECTABLE WARNING AT FLUSH SHOULDER OR ROADWAY

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR			
SIDEWALK RAMP AND DETECTABLE WARNING DETAILS			
9-30-2014 <small>F.H.V.A. APPROVAL</small>	7-1-2014 <small>PLAN DATE</small>	R-28-I	SHEET 5 OF 7

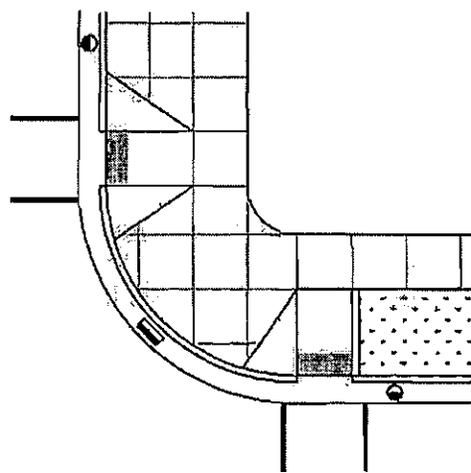
LEGEND

	SLOPED SURFACE
	DETECTABLE WARNING
	"NDH-WALKING" AREA
	CROSSWALK MARKING
	PREFERRED LOCATION OF DRAINAGE INLET (TYP.)
	ALTERNATE LOCATION OF DRAINAGE INLET (TYP.)

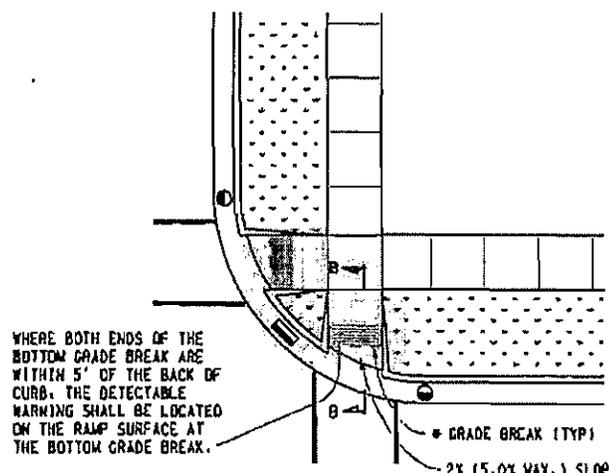


SIDEWALK RAMP LOCATED IN RADIUS (TYPE R SHOWN)
(GRADE BREAK GREATER THAN 5')

SIDEWALK RAMP PERPENDICULAR TO RADIAL CURB (TYPE F SHOWN)
(USE WITH RADIAL CURB WHEN THE CROSSWALK AND SIDEWALK RAMP ARE NOT ALIGNED)



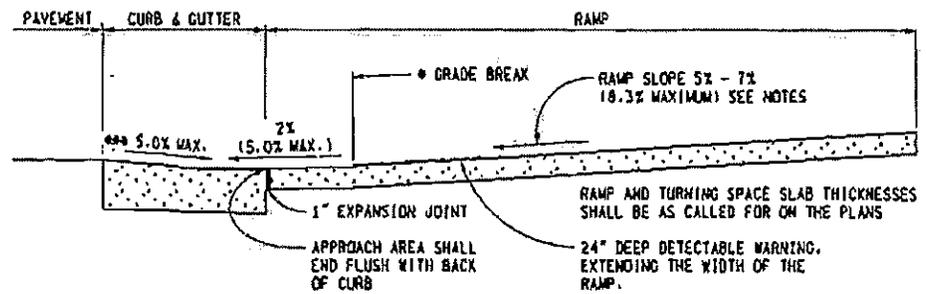
SIDEWALK RAMP PERPENDICULAR TO TANGENT CURB
(TYPE F AND TYPE RF SHOWN)



SIDEWALK RAMP LOCATED IN RADIUS (TYPE R SHOWN)
(GRADE BREAK LESS THAN 5')

* GRADE BREAKS AT THE TOP AND BOTTOM OF CURB RAMPS SHALL BE PERPENDICULAR TO THE DIRECTION OF TRAVEL.

*** TRANSITION ADJACENT GUTTER PAN CROSS SECTION TO PROVIDE 5.0% MAXIMUM COUNTER SLOPE ACROSS THE RAMP OPENING.

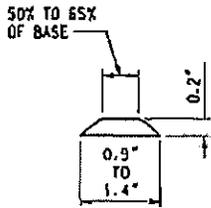


SECTION B-B
SIDEWALK RAMP ORIENTATION

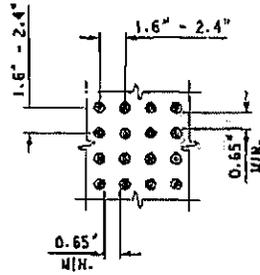
MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR

**SIDEWALK RAMP AND
DETECTABLE WARNING DETAILS**

5-30-2014 F.H.W.A. APPROVAL	7-1-2014 PLAN DATE	R-28-1	SHEET 6 OF 7
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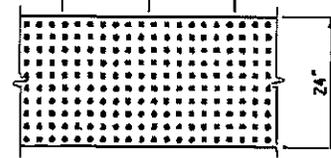


DOME SECTION



DOME SPACING

ALIGNED IN DIRECTION OF TRAVEL AND PERPENDICULAR (OR RADIAL) TO GRADE BREAK



DOME ALIGNMENT

DETECTABLE WARNING DETAILS

NOTES:

DETAILS SPECIFIED ON THIS PLAN APPLY TO ALL CONSTRUCTION, RECONSTRUCTION, OR ALTERATION OF STREETS, CURBS, OR SIDEWALKS IN THE PUBLIC RIGHT OF WAY.

SIDEWALK RAMPS ARE TO BE LOCATED AS SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

RAMPS SHALL BE PROVIDED AT ALL CORNERS OF AN INTERSECTION WHERE THERE IS EXISTING OR PROPOSED SIDEWALK AND CURB. RAMPS SHALL ALSO BE PROVIDED AT MARKED AND/OR SIGNALIZED MID-BLOCK CROSSINGS.

SURFACE TEXTURE OF THE RAMP SHALL BE THAT OBTAINED BY A COARSE BROOMING, TRANSVERSE TO THE RUNNING SLOPE.

SIDEWALK SHALL BE RAMPED WHERE THE DRIVEWAY CURB IS EXTENDED ACROSS THE WALK.

CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON THE RAMP. WHERE CONDITIONS PERMIT, IT IS DESIRABLE THAT THE SLOPE OF THE RAMP BE IN ONLY ONE DIRECTION, PARALLEL TO THE DIRECTION OF TRAVEL.

RAMP WIDTH SHALL BE INCREASED, IF NECESSARY, TO ACCOMMODATE SIDEWALK SNOW REMOVAL EQUIPMENT NORMALLY USED BY THE MUNICIPALITY.

PROVIDE TURNING SPACES WHERE PEDESTRIAN TURNING MOVEMENTS ARE REQUIRED.

WHEN 5' MINIMUM WIDTHS ARE NOT FEASIBLE, RAMP WIDTH MAY BE REDUCED TO NOT LESS THAN 4' AND TURNING SPACES TO NOT LESS THAN 4' x 4'.

DETECTABLE WARNING SURFACE COVERAGE IS 24" MINIMUM IN THE DIRECTION OF RAMP/PATH TRAVEL AND THE FULL WIDTH OF THE RAMP/PATH OPENING EXCLUDING CURBED OR FLARED CURB TRANSITION AREAS. A BORDER OFFSET NOT GREATER THAN 2" MEASURED ALONG THE EDGES OF THE DETECTABLE WARNING IS ALLOWABLE. FOR RADIAL CURB THE OFFSET IS MEASURED FROM THE ENDS OF THE RADIUS.

FOR NEW ROADWAY CONSTRUCTION, THE RAMP CROSS SLOPE MAY NOT EXCEED 2.0%. FOR ALTERATIONS TO EXISTING ROADWAYS, THE CROSS SLOPE MAY BE TRANSITIONED TO MEET AN EXISTING ROADWAY GRADE. THE CROSS SLOPE TRANSITION SHALL BE APPLIED UNIFORMLY OVER THE FULL LENGTH OF THE RAMP.

THE MAXIMUM RUNNING SLOPE OF 8.3% IS RELATIVE TO A FLAT 10% REFERENCE. HOWEVER, IT SHALL NOT REQUIRE ANY RAMP OR SERIES OF RAMPS TO EXCEED 15 FEET IN LENGTH.

DRAINAGE STRUCTURES SHOULD NOT BE PLACED IN LINE WITH RAMPS. THE LOCATION OF THE RAMP SHOULD TAKE PRECEDENCE OVER THE LOCATION OF THE DRAINAGE STRUCTURE. WHERE EXISTING DRAINAGE STRUCTURES ARE LOCATED IN THE RAMP PATH OF TRAVEL, USE A MANUFACTURER'S ADA COMPLIANT CRATE. OPENINGS SHALL NOT BE GREATER THAN 1/2". ELONGATED OPENINGS SHALL BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE DOMINANT DIRECTION OF TRAVEL.

TRANSITION THE GUTTER PAN CROSS SECTION SUCH THAT THE COUNTER SLOPE IN THE DIRECTION OF RAMP TRAVEL IS NOT GREATER THAN 5.0%. MAINTAIN THE NORMAL GUTTER PAN CROSS SECTION ACROSS DRAINAGE STRUCTURES.

THE TOP OF THE JOINT FILLER FOR ALL RAMP TYPES SHALL BE FLUSH WITH THE ADJACENT CONCRETE.

CROSSWALK AND STOP LINE MARKINGS, IF USED, SHALL BE SO LOCATED AS TO STOP TRAFFIC SHORT OF RAMP CROSSINGS. SPECIFIC DETAILS FOR MARKING APPLICATIONS ARE GIVEN IN THE "MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES".

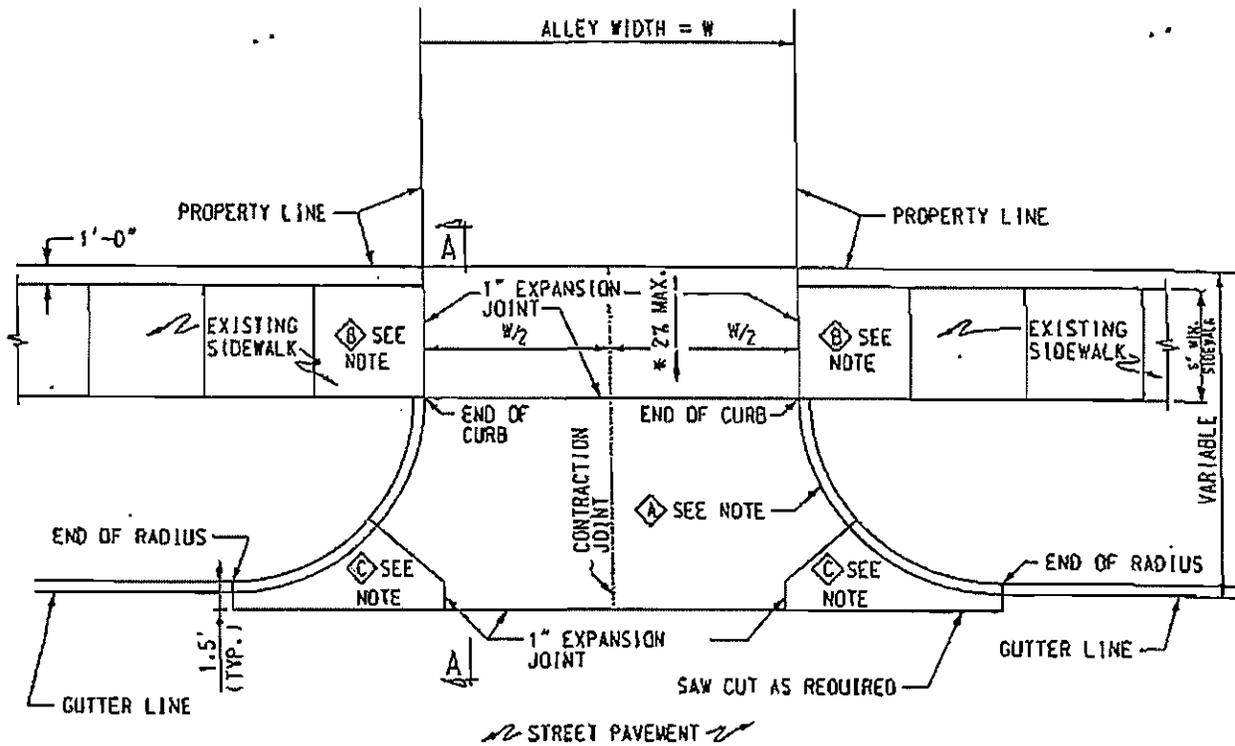
FLARED SIDES WITH A SLOPE OF 10% MAXIMUM, MEASURED ALONG THE ROADSIDE CURB LINE, SHALL BE PROVIDED WHERE AN UNOBSTRUCTED CIRCULATION PATH LATERALLY CROSSES THE SIDEWALK RAMP. FLARED SIDES ARE NOT REQUIRED WHERE THE RAMP IS BORDERED BY LANDSCAPING, UNPAVED SURFACE OR PERMANENT FIXED OBJECTS. WHERE THEY ARE NOT REQUIRED, FLARED SIDES CAN BE CONSIDERED IN ORDER TO AVOID SHARP CURB RETURNS AT RAMP OPENINGS.

DETECTABLE WARNING PLATES MUST BE INSTALLED USING FABRICATED OR FIELD CUT UNITS CAST AND/OR ANCHORED IN THE PAVEMENT TO RESIST SHIFTING OR HEAVING.

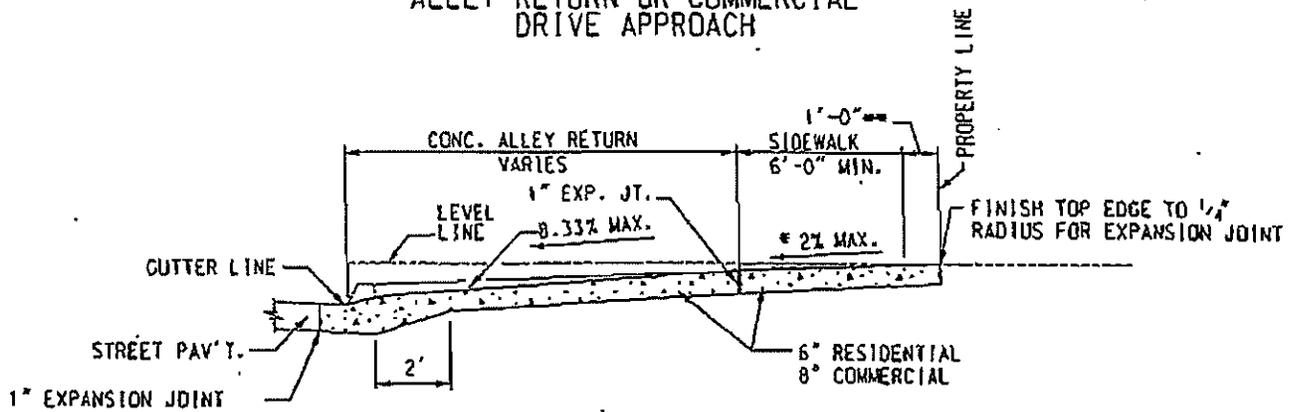
MICHIGAN DEPARTMENT OF TRANSPORTATION
 BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR

**SIDEWALK RAMP AND
 DETECTABLE WARNING DETAILS**

9-30-2014 F.H.D.A. APPROVAL	7-1-2014 PLAN DATE	R-28-I	SHEET 7 OF 7
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ALLEY RETURN OR COMMERCIAL DRIVE APPROACH



SECTION A-A

C					
B	* SIDEWALK CROSS SLOPE	KSM	J.J.		2/1/01
A	METRIC TO ENGLISH UNIT SYSTEM	KSM	M.S.	N.H.	12/02
	DESCRIPTION	Drawn	Check	App'd	Date

REVISIONS



PREPARED BY
BUREAU OF STREETS
AND HIGHWAYS

K.S.M.
DRAWN BY:

J.J.
CHECKED BY:

APPROVED

Sam Patel

ENGINEER OF STREETS

HEAD ENGINEER

Jacky Jacobs
CITY ENGINEER

CITY OF DETROIT
CITY ENGINEERING DIVISION, D.P.W.
STANDARD PLAN FOR

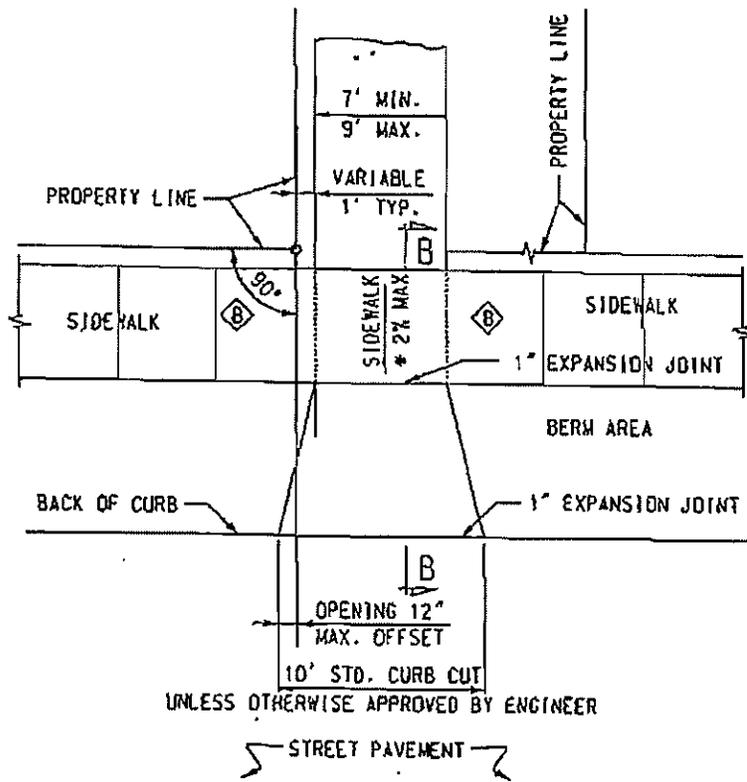
DETAIL OF ALLEY RETURN
AND DRIVE APPROACH

03/07/98
PLAN DATE

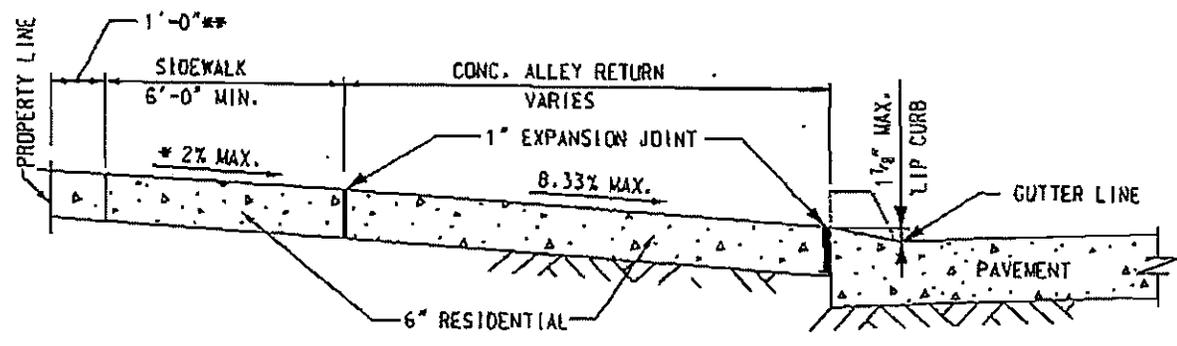
DRAWING NO.
7

DETAIL STANDARD NO.
C-4384

SHEET
1 OF 2



DETAIL OF CURB CUT OPENINGS FOR RESIDENTIAL DRIVEWAY



SECTION B-B

NOTES:

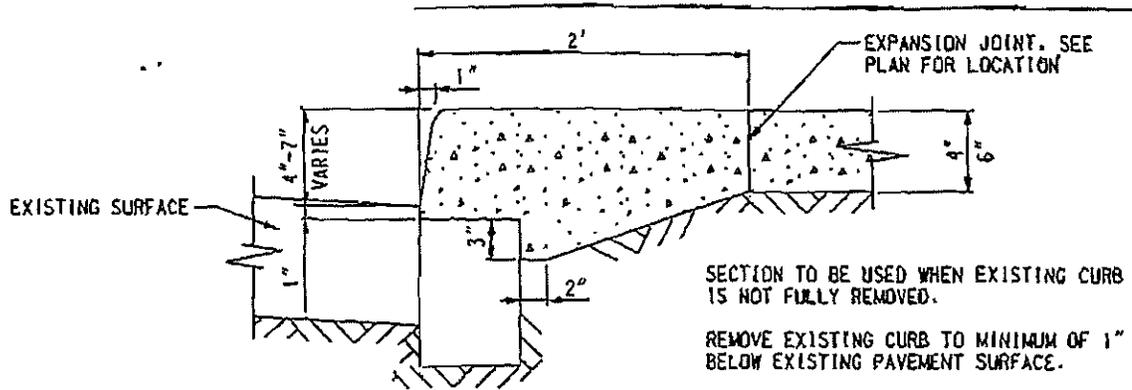
- IF ALLEY IS PAVED, CONSTRUCT RETURN WITH 1" EXPANSION JOINT ON PROPERTY LINE.
- A** RADIUS TO BE 10' UNLESS OTHERWISE SHOWN ON PAVING PLAN.
- B** SIDEWALK FLAGS ABUTTING ALLEY SHALL BE 6" THICK.. SIDEWALK SHALL BE REPLACED FOR A SMOOTH TRANSITION AND TO ATTAIN A CROSS SLOPE OF 2% MAX. OR AS DIRECTED BY THE ENGINEER.
- C** KEY JOINT OR "B" JOINT IF REINFORCED PAVEMENT.
- ALL DIMENSIONS ARE IN INCHES (") UNLESS OTHERWISE NOTED.
- * SIDEWALK CROSS SLOPE SHALL BE 2% MAX. OR AS DIRECTED BY THE ENGINEER.
- ** THE SLOPE OF THE DRIVEWAY IN THE 1 FT. SPACE ADJACENT TO THE PROPERTY LINE MAY BE ALTERED UP TO 10% TO MEET EXISTING CONDITIONS.

REVISED DATE (METRIC TO ENGLISH UNIT SYSTEM): DEC. 2002

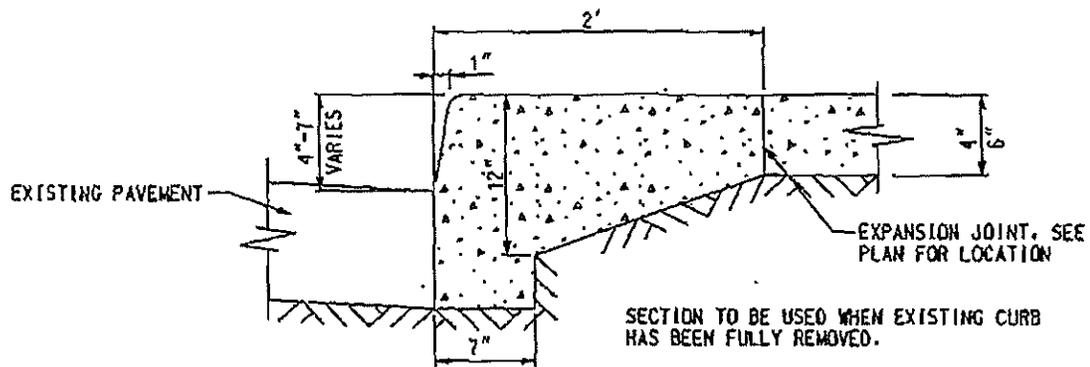
REVISIONS				
DESCRIPTION	Drawn	Chk	Appd	Date
C				
B	* SIDEWALK CROSS SLOPE	KSM	J.J.	2/27/02
A	Chgd. THICKNESS NOTE	KSM	N.H.	W.T. 10/06

CITY OF DETROIT
 CITY ENGINEERING DIVISION, D.P.W.
 STANDARD PLAN FOR
DETAIL OF ALLEY RETURN AND DRIVE APPROACH

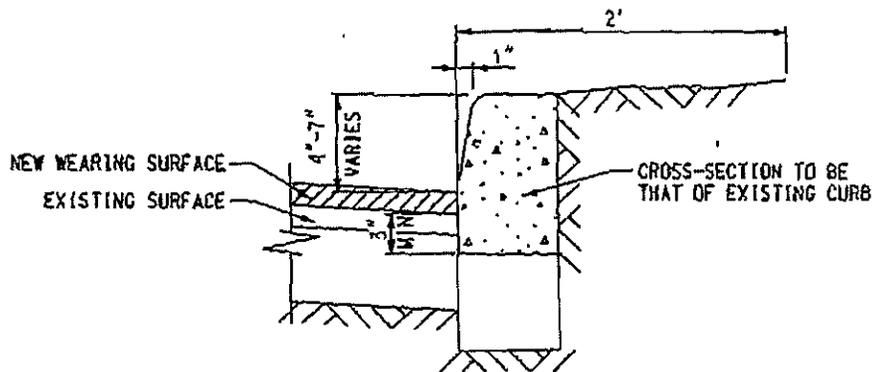
03/07/98 PLAN DATE	DRAWING NO. 7	DETAIL STANDARD NO. C-4384	SHEET 2 OF 2
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SECTION A-A
INTEGRAL CURB AND SIDEWALK



SECTION A-A
INTEGRAL CURB AND SIDEWALK



SECTION B-B
MODIFIED SEPARATE TYPE CURB

NOTES:

1. WHEN MARGIN DIMENSIONS ARE 20' OR LESS, CONSTRUCT SIDEWALK INTERSECTION AS SHOWN.
2. WHEN MARGIN DIMENSIONS EXCEED 20', CONSTRUCT INTERSECTION OF SEPARATE TYPE CURB AND SIDEWALK AS DIRECTED BY ENGINEER.
3. CONSTRUCT SIDEWALK RAMPS AS SHOWN ON THE PLAN OR AS DIRECTED BY ENGINEER.
4. GRADE "A" CONCRETE TO BE USED FOR CURBS AND INTEGRAL CURB AND SIDEWALK.
5. ALL EXPANSION JOINT PAPER SHALL EXTEND 1" BELOW THE BOTTOM OF THINNEST ADJOINING SECTION.
6. ALL DIMENSIONS ARE IN INCHES ("), UNLESS OTHERWISE NOTED.

REVISED DATE (METRIC TO ENGLISH UNIT SYSTEM): DEC. 2002

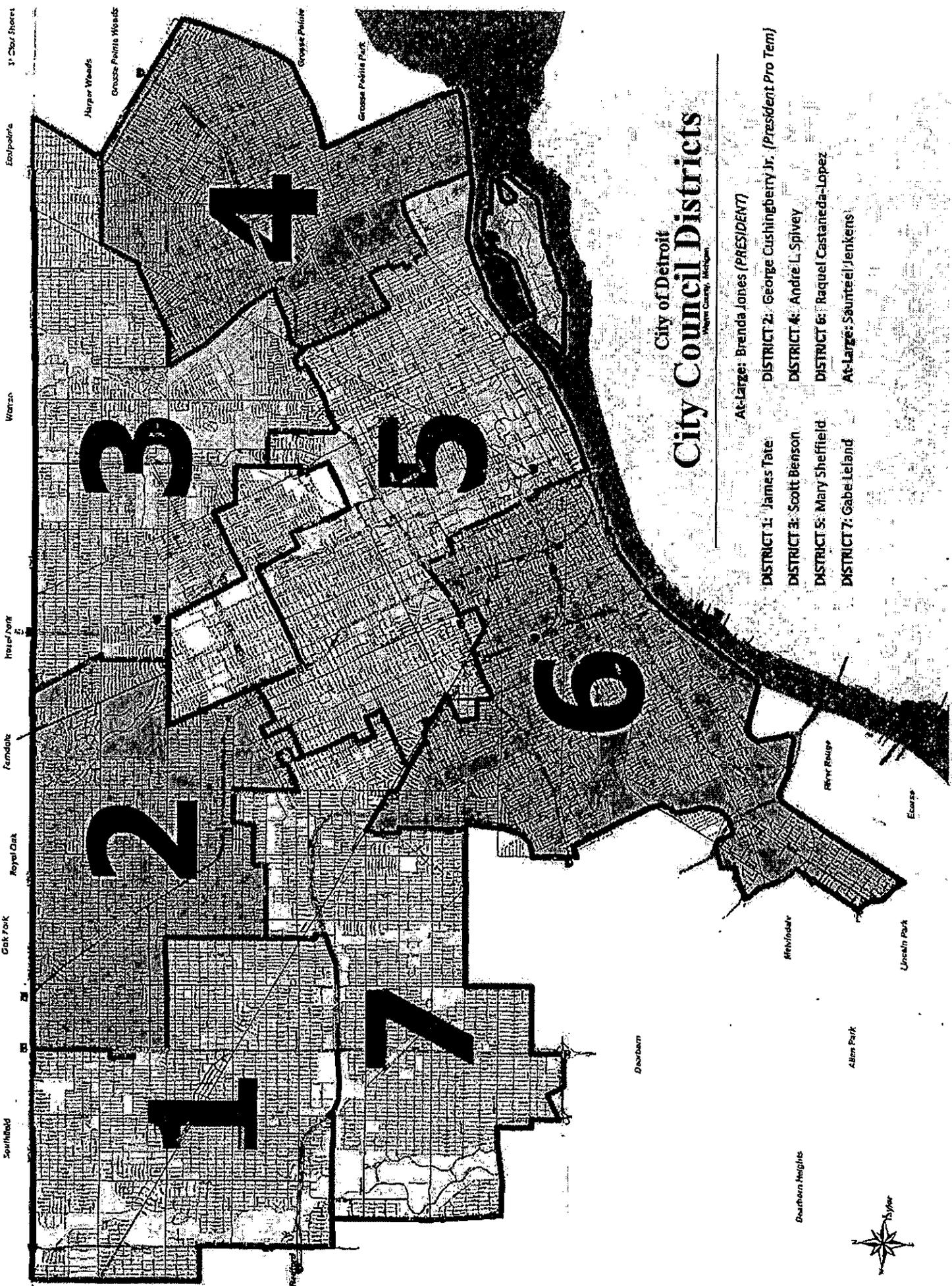
CITY OF DETROIT
CITY ENGINEERING DIVISION, D.P.W.
STANDARD PLAN FOR

INTEGRAL CURB AND WALK
MODIFIED SEPARATE TYPE CURB

03/07/98 PLAN DATE	DRAWING NO. 33	DETAIL STANDARD NO. C-4550	SHEET 2 OF 2
-----------------------	-------------------	-------------------------------	-----------------

**VERTICAL CONTROL
INDEX MAP
FOR PW-7594**

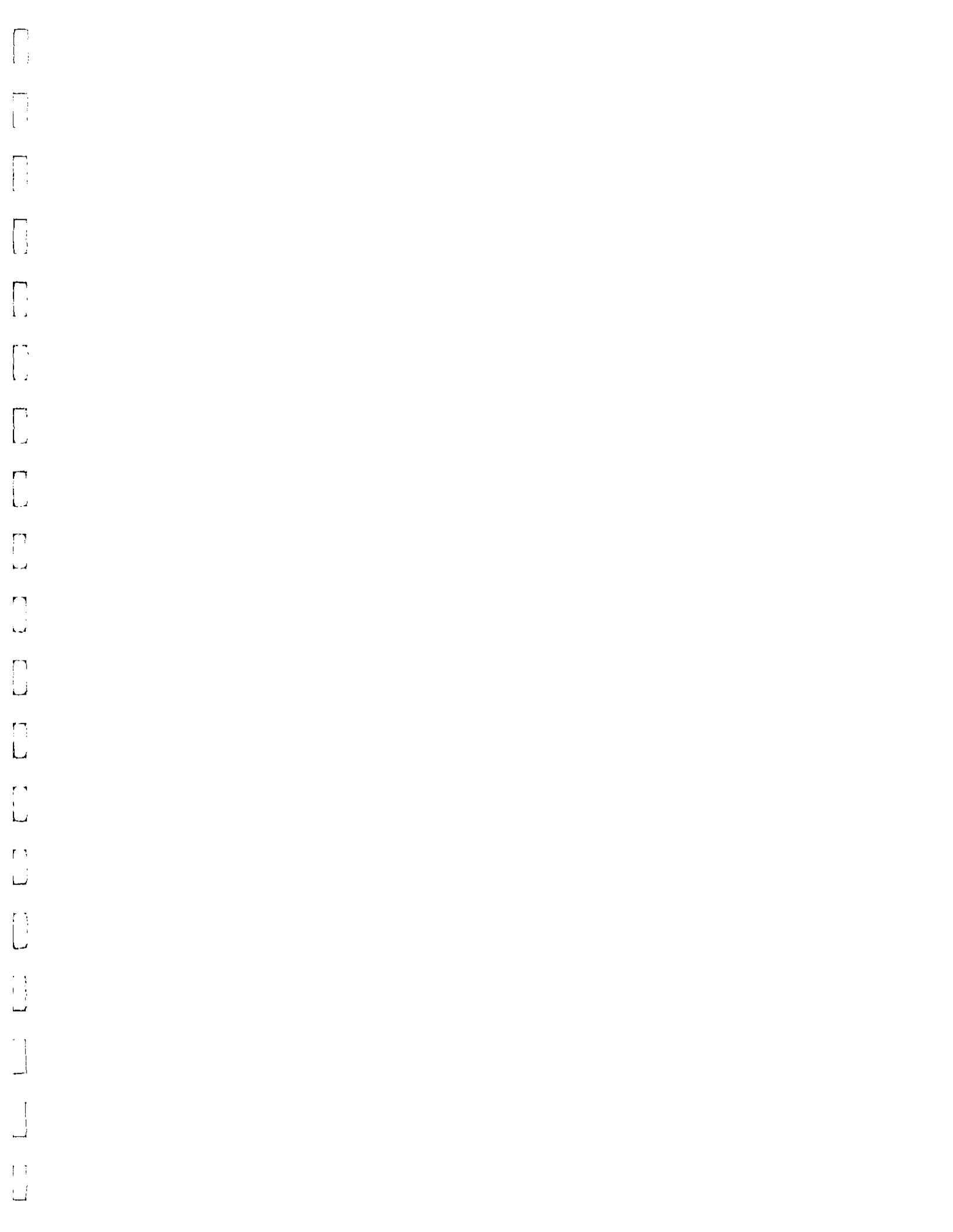
**CITY COUNCIL
DISTRICT MAP
FOR PW-7594**



City of Detroit
 Wayne County, Michigan
City Council Districts

- At-Large: Brenda Jones (PRESIDENT)**
- DISTRICT 1: James Tate**
- DISTRICT 2: George Cushingberry Jr. (President Pro Tem)**
- DISTRICT 3: Scott Benson**
- DISTRICT 4: Andre L. Spivey**
- DISTRICT 5: Mary Sheffield**
- DISTRICT 6: Raquel Castaneda-Lopez**
- DISTRICT 7: Gabe Leland**
- At-Large: Saunteel Jenkins**





Detroit City Council
Legislative Policy Division

TO: Purchasing Division Staff
FROM: Derrick Headd
DATE: June 24, 2015

RE: **PURCHASING ITEMS APPROVED BY THE CITY COUNCIL**

There were no contracts, approved at the June 23, 2015 Session, requested to be Reconsidered.

The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of June 23, 2015 and APPROVED

Reported by the Budget, Finance and Audit Committee:

2909385	Ernst & Young	\$800,000	NON DEPARTMENTAL
	Submitted in the List and Referred on June 23, 2015		

Reported by the Internal Operations Committee:

2909777	MOU, Mayor, WSU & Kresge.Found.	\$150,000	MAYOR'S OFFICE
	Submitted in the List and Referred on June 2, 2015.		
2896940	WW Williams Midwest, Inc.	\$100,000	GENERAL SERVICES
	Submitted in the List and Referred on June 23, 2015.		
2909820	MOU DoIT & WSU		ITS
	Submitted in the List and Referred on June 23, 2015.		
87172	Lynore V. Foster (Ayers)	\$55,544	CITY COUNCIL
	Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with WAIVER .		
87173	Justin Johnson (Ayers)	\$54,496	CITY COUNCIL
	Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with WAIVER .		
87174	Adam Mundy (Ayers)	\$57,640	CITY COUNCIL
	Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with WAIVER .		
87175	Richard Silva (Ayers)	\$53,103.84	CITY COUNCIL
	Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with WAIVER .		
87304	Kathleen Quakenbush (Ayers)	\$3,344	CITY COUNCIL
	Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with WAIVER .		

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of June 23, 2015

Page 2

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of June 23, 2015 and **APPROVED***

Reported by the Internal Operations Committee: - *continued*

87201	Carol Elcock-Banks (Benson)	\$19,800	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87202	Terry Catchings (Benson)	\$43,827.36	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87207	Tiombe Nakenge (Benson)	\$42,968	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87208	Tiyansa Pratt (Benson)	\$27,248	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87209	Andrew Sokoly (Benson)	\$50,304	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87307	Bruce Feaster (Benson)	\$3,3600	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87180	Karina Odom (Castaneda-Lopez)	\$25,440	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87182	Alejandra Gomez (Castaneda-Lopez)	\$14,160	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87187	Debra Walker (Castaneda-Lopez)	\$27,825	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87189	Kathryn Molinaro (Castaneda-Lopez)	\$1,200	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87148	Dennis Black (Cushingberry)	\$10,125	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87248	Geraldine Chatman (Jones)	\$35,100	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			

The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of June 23, 2015 and APPROVED

Reported by the Internal Operations Committee: - continued

87165	Thelma Brown (Leland)	\$67,197.76	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87166	LaDon S. Davis (Leland)	\$62,754.24	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87168	Joseph F. Rheker III (Leland)	\$68,224.80	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87169	Isaac Robinson (Leland)	\$34,877.44	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87170	Charles Young III (Leland)	\$70,614.24	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87194	DeAndre J Calvert (Sheffield)	\$50,995.68	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87254	Leatha Larde (Tate)	\$35,100	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87264	Angela Boyd (Tate)	\$78,600	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87265	Reginald Alexander (Tate)	\$79,648	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87266	Edwina King (Tate)	\$80,905.60	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87267	DeAndre Watson (Tate)	\$78,600	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87306	Kimani Jeffrey (LPD)	\$62,000	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87143	Bethanie Fisher	\$39,600	ELECTIONS
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i>			

The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of June 23, 2015 and **APPROVED**

Reported by the Neighborhood and Community Services Committee: - continued

87280	Phillip Talbert Submitted in the List and Referred June 16, 2015.	\$28,800	RECREATION
87281	Antoine Flowers Submitted in the List and Referred June 16, 2015.	\$24,300	RECREATION
87282	Lanita Griffin Submitted in the List and Referred June 16, 2015.	\$2,400	RECREATION
87286	Terence Smith Submitted in the List and Referred June 16, 2015.	\$2,400	RECREATION

Reported by the Planning and Economic Development Committee:

No Contracts Reported

Reported by the Public Health and Safety Committee:

87144	Trish L Stein Submitted in the List and Referred June 16, 2015; Approved with WAIVER .	\$62,500	POLICE
2893445 <i>Amended</i>	MD Solutions, Inc., Submitted in the List and Referred June 16, 2015.	\$42,425.53	PUBLIC WORKS
2902817	Giorgi Concrete Submitted in the List and Referred May 26, 2015	\$997,835	PUBLIC WORKS
2903219	Giorgi Concrete Submitted in the List and Referred May 26, 2015	\$999,685	PUBLIC WORKS
22874202 <i>Time only</i>	Hastings Air Energy Control, Inc. Submitted in the List and Referred May 26, 2015; Approved with WAIVER	\$147,268.50	FIRE
2909495	R & R Fire Truck Repair Submitted in the List and Referred May 26, 2015; Approved with WAIVER	\$122,990	FIRE
2909649	Apollo Fire Equipment Co. Submitted in the List and Referred May 26, 2015; Approved with WAIVER	\$2,100,000	FIRE

The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of June 23, 2015 and **APPROVED**

Reported by the Public Health and Safety Committee: - continued

87334	Hilton Kincaid Submitted in the List and Referred May 26, 2015;	\$90,000	HOMELAND SECURITY Approved with <i>WAIVER</i>
87335	Melissa Starr Submitted in the List and Referred May 26, 2015;	\$66,500	HOMELAND SECURITY Approved with <i>WAIVER</i>
87336	Herbert Simmons Submitted in the List and Referred May 26, 2015;	\$65,000	HOMELAND SECURITY Approved with <i>WAIVER</i>
87337	Jamarl Eiland Submitted in the List and Referred May 26, 2015;	\$80,000	HOMELAND SECURITY Approved with <i>WAIVER</i>

The following contracts were **REFERRED** on June 23, 2015 to the indicated Standing Committee for consideration and report to the City Council.

Referred to Internal Operations Committee:

2865165,Renew	Jorgenson Ford	GENERAL SERVICES
2865226,Renew	Jefferson Chevrolet	GENERAL SERVICES
2903278(QOL)	Magnet Consulting, LLC	HUMAN RESOURCES
2903279(QOL)	Polaris Assessment Sys	HUMAN RESOURCES
87297	Patricia A Luckett	LAW
87298	James Edwards	LAW
87299	Tiffany Boyd	LAW
87301	Sarah Domin	LAW
87311	Isaiah McKinnon	MAYOR'S OFFICE
87318	Matthew Robb	MAYOR'S OFFICE

Referred to Public Health and Safety Committee:

2909722	J & B Medical Supply	FIRE
2907443	Southeastern Equipment Co	PUBLIC WORKS
2909949	Remotec, Inc.	HOMELAND SECURITY
2909833	West Shores Services	HOMELAND SECURITY
86846	Beau James Taylor	PUBLIC LIGHTING
2897326	Checker Cab Co	TRANSPORTATION
2897048	Checker Cab Co	TRANSPORTATION

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of June 23, 2015

Page 6

The following are contracts that are currently HELD for review, discussion or report to the Standing Committees.

Public Health and Safety Committee:

87118 Keith Pendell Hutchings (Sr. Parking Manager) \$85,575 MUNICIPAL PARK.
Submitted in the List and Referred May 12, 2015; Request justification for services.

City Council Contract Agenda Items Review Checklist

Reviewer: (purchasing agent sign here)

Date Received:

Date: 5/28/15 Department DPW Division: City Engineering Division

Dept Head/Contact Person: Adrienne D. Smith Phone No.: 313-224-3950

Description: PW-7593 Repair of Tree-Root Damaged Sidewalks & Driveways-West

Contract No.: 2903219 PO Type: CPO Est. Value: \$999,685.00

Contract Term (if applicable): From Date on Start Work Notice to December 31, 2017

Funding: 100% City: Metro Fund

(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier Giorgi Concrete, LLC

Required Date: 06/15/2015

1. The business being awarded is NEW . If a renewal, provide justification for renewal: _____

2. Was the product or service competitively bid? Yes No

Attach Copy of Bid Tabulation/Evaluation score sheets as needed

If the answer to #2 is "NO" explain why there was no competition: _____

3. Was a Co-Operative Agreement Considered? Yes No Co-Operative Name: _____

If answer to #3 is "No" explain why a Co-Op was not considered: N/A - Construction

4. Were savings achieved?

Yes Amount \$ _____

No

5. Does this agreement represent an increase? N/A

Variance in unit price only (Current unit price \$0.00 Proposed Unit Price \$0.00)

Change in amount/volume of the good or service to be used. _____

REVISED
QUANTITIES

BID TABULATION

D.P.W. - City Engineering Division		City of Detroit		CFO: 2803219 SPO: 2803220																				
REPAIR OF TREE-ROOT DAMAGED SIDEWALKS AND DRIVEWAYS AT VARIOUS LOCATIONS - WESTSIDE				Contract No. PW-7594																				
Job Title:				Sheet No. 1 of 1																				
Bid Opened: March 5, 2014		Compiled by: A.D. Smith/J. Edwards		A.O. No. -																				
Bulletins Issued: 2 & Post Bid Addendum		PAY ITEMS, QUANTITIES AND UNIT PRICES																						
Bidder	Excavation	Fill (Grade A)	Sidewalk Removal	Sidewalk, 4", Standard	Sidewalk, 6" Standard	Sidewalk Replacement, 4" With Tree Roots	Sidewalk Replacement, 6" With Tree Roots	Sidewalk Replacement, 6" With Tree Roots	Driveaway Replacement, 6"	Driveaway Replacement, 8"	Driveaway Replacement, 6"	Separate Typo Curb Replacement	Integral Curb and Sidewalk Replacement	Stump Removal	Manhole Adjustment	Stop Box Adjustment	Seeding	Top Soil	HMA 5E3	Sidewalk Ramp, ADA, Modified	Detectable Tile, Modified	Maintaining Traffic	Mobilization, Max 5%	Total Bid
	CYD	CYD	SFT	SFT	SFT	SFT	SFT	SFT	SFT	SFT	SFT	LFT	LFT	EACH	EACH	ACRE	CYD	TON	SFT	LFT	L-SUM	L-SUM	\$	
	\$ 5.00	\$ 5.00	\$ 0.01	\$ 0.01	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 1.00	\$ 6.65	\$ 6.00	\$ 25.00	\$ 30.00	\$ 150.00	\$ 250.00	\$ 200.00	\$ 8.00	\$ 50.00	\$ 6.00	\$ 25.00	\$ 285,776.00	\$ 70,000.00	\$ 1,246,056.00	
	\$ 5.00	\$ 10.00	\$ 1.00	\$ 4.40	\$ 5.00	\$ 5.40	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 22,000.00	\$ 43,000.00	\$ 999,685.00	
Engineer's Estimate of Construction Costs		\$1,000,000.00																						\$ 999,685.00
Lowest Acceptable Bid is		\$315.00																						\$ 999,685.00
Engineer's Estimate		-0.03%																						\$ 999,685.00

FL Wayne Contracting, Inc/Century Cement Co. a JV
Giorgi Concrete, LLC

Bid with 3% Equalization
Bid with 1% Equalization

\$1,208,674.32
\$989,688.15

MAY 08 2015



Attachment 1

City of Detroit / Human Rights Department
Application of Certification & Re-Certification
Page 18

REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT / DIVISION: Human Rights Department

E-MAIL ADDRESS: mgiorgi@giorgi.concrete.com

CONTACT NAME: Michelle Solomon PHONE: 313-316-2924 FAX: 313-316-0349

Type of Clearance: New Renewal (Please submit 30 days prior to submitting bid or expiration date)

To:
A. City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1220
Detroit, MI 48226

For:
Individual or
Company Name Giorgi Concrete LLC
Address 20450 Sherwood

Phone: (313) 224-3328 or 224-3329
Fax: (313) 224-1741 or 224-4588

City Detroit
State MI Zip Code 48234
Telephone 313-316-2924 Fax # 313-316-0349
Email Address mgiorgi@giorgi.concrete.com

B. Name of Chief Financial Officer/Authorized Contact Person
(include address if different from above)

Michelle Solomon

Employer Identification or Social Security Number

38-3397261

Telephone # _____

Fax # _____

Spouse Social Security Number _____

Nature of Contract _____

BID CONTRACT AMOUNT (if known):

Labor: \$ _____ Material: \$ _____

Contract # (if known) _____

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED
MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE

Check One: Individual Corporation Partnership Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1, 2, 3, 4.

- 1. Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) Yes No
- 2. Are you a student and/or claimed as a dependent on someone else's tax return? Yes No
- 3. Were you employed during the last seven (7) years? Yes No
- 4. Were you a resident of Detroit during the last seven (7) years? Yes No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5, 6, 7.

- 5. Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4)? Yes No
- 6. Will the company have employees working in Detroit? Yes No
- 7. Will the company use sub-contractors or independent contractors in Detroit? Yes No

D. FOR INCOME TAX USE ONLY

Has the employer/employee complied with the provisions of the Michigan Income Tax Ordinance?
 Yes No Signature [Signature] Date MAY 09 2015 Expires MAY 09 2016
 Yes No Signature _____ Date _____ Expires _____
 Yes No Signature _____ Date _____ Expires _____

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT: www.DetroitMI.gov

Note: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid. Please email your completed request form (preferably in PDF format) to: IncomeTaxClearance@DetroitMI.gov

PLEASE ANSWER EVERY QUESTION

Updated: 01/15/2015

RECEIVED MAY 20 2015

New Vendor clearance form

CITY OF DETROIT

ACCOUNTS RECEIVABLE CLEARANCE APPLICATION
2 WOODWARD AVENUE, SUITE 105, COLEMAN A YOUNG MUNICIPAL CENTER
REVENUE COLLECTIONS UNIT (313) 224-4087 / FAX: 224-4238 / RevenueCollections@DetroitMi.gov

SECTION A: BUSINESS LICENSE BUDGET CITY COUNCIL DDOT XDPW FINANCE FIRE HEALTH
HUMAN RIGHTS LAW MAYOR OMBUDSMAN PLANNING & DEVELOPMENT POLICE PURCHASING
RECREATION WATER & SEWAGE OTHER

ADDRESS OF DEPARTMENT 2 Woodward Ave, Ste 601
DATE SENT 1-28-15 CONTACT PERSON
PHONE NUMBER FAX NUMBER EMAIL
CONTRACT AMOUNT \$

SECTION B: CORPORATION LLC LICENSE TYPE
CORPORATION NAME Giorgi Concrete LLC
ADDRESS 20450 Sherwood CITY/STATE/ZIP Detroit, MI 48234 OWN LEASE
CITY PERSONAL PROPERTY NUMBER 15012120-5 FID / EIN NUMBER 38-3397261
OTHER CITY-OWNED PROPERTY PARCELS 15012117-9, 15012126-7, 15990736-01
CONTACT PERSON Michelle Solomon PHONE NUMBER 313-366-2921 EMAIL ADDRESS mgiorgi@giorgiconcrete.com

SECTION C: PARTNERSHIP LICENSE TYPE
BUSINESS NAME
BUSINESS ADDRESS CITY/STATE/ZIP OWN LEASE
CITY PERSONAL PROPERTY NUMBER FID / EIN NUMBER
A: PARTNER'S NAME PHONE NUMBER
HOME ADDRESS CITY/STATE/ZIP OWN LEASE
DRIVER'S LICENSE # OTHER CITY-OWNED PROPERTY PARCELS
B. PARTNER'S NAME PHONE NUMBER
HOME ADDRESS CITY/STATE/ZIP OWN LEASE
DRIVER'S LICENSE # OTHER CITY-OWNED PROPERTY PARCELS
CONTACT PERSON PHONE NUMBER EMAIL ADDRESS

SECTION D: SOLE PROPRIETORSHIP LICENSE TYPE
BUSINESS NAME
BUSINESS ADDRESS CITY/STATE/ZIP OWN LEASE
CITY PERSONAL PROPERTY NUMBER FID / EIN NUMBER
OWNER'S NAME DRIVER'S LICENSE # PHONE NUMBER
HOME ADDRESS CITY/STATE/ZIP OWN LEASE
OTHER CITY-OWNED PROPERTY PARCELS
EMAIL ADDRESS

SECTION E: PERSONAL SERVICES
NAME ADDRESS OWN LEASE
CITY/STATE/ZIP
PHONE NUMBER DRIVER LICENSE #
OTHER PROPERTY ADDRESSES OWNED IN WITHIN DETROIT
SOCIAL SECURITY NUMBER EMAIL ADDRESS

REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES

FOR TREASURY COLLECTION USE ONLY:
APPROVED DENIED DENIED WITH ATTACHMENTS
SIGNATURE DATE FEB 11 2015 CLEARANCE VALID UNTIL AUG 30 2015

REVISED 7/12/2012
COVENANT OF EQUAL OPPORTUNITY
(Application for Clearance – Terms Enforced After Contract is Awarded)

I, being a duly authorized representative of GIORGI CONCRETE LLC, (hereinafter "Contractor"), am hereby authorized to enter into a Covenant of Equal Opportunity, (hereinafter "Covenant") with the City of Detroit, (hereinafter "City"); obligating the Contractor and all sub-contractors, not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his/her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression; except as otherwise exempted under City Code, Ordinance No. 27-2-12.

Contractor will ensure that the City of Detroit Human Rights Department shall receive notification of all potential sub-contractors and a copy of their Covenant prior to the commencement of work on any City of Detroit contract. Contractor further agrees that the City of Detroit reserves the right to require additional information prior to, during and at any time after the Covenant is fully executed.

Furthermore, Contractor agrees that this Covenant is valid for the life of the contract and/or for a specified period of time as indicated below and that a breach of this Covenant shall be deemed a material breach of contract and be subject to damages pursuant to City Code, Ordinance No. 27-3-2, Section (e).

RFQ / PO No. (If applicable) PW-7594, CPO# 2903219

Duration of Covenant: Date on Start Work Notice to December 31, 2017

Printed Name of Contractor/Organization: GIORGI CONCRETE LLC
(Type or Print Legibly)

Contractor Address: 20450 SHERWOOD, DETROIT, MI 48234
(Address to include City, State, Zip)

Contractor Phone/E-mail: 313-366-2921 mgiorgi@giorgiconcrete.com
(Phone) (E-mail)

Printed Name & Title of Authorized Representative: ANTHONY GIORGI, PRESIDENT

Signature of Authorized Representative: *Anthony Giorgi*
Date: 3-5-2015

*** This document **MUST** be notarized ***

Signature of Notary: *Ursula DeBrabant*

Printed Name of Seal of Notary: URSULA DEBRABANT

My Commission Expires: 6 1 12 1 2016

FOR CONTRACTING DEPARTMENT USE ONLY:		
Date Rec'd: <u>3/9/15</u>	Received By: <u><i>[Signature]</i></u>	Title: <u>Admin Asst III</u>

Please fax a COPY of the notarized Covenant and Award Letter to the Human Rights Department 313-224-3434

CONTRACT NO: PW-7594
CPO# 2903219

DEPARTMENT: DPW-City Engineering Division [X] WAIVER

AGENDA DATE: _____

CONTRACT SYNOPSIS

CONTRACTOR'S NAME: Giorgi Concrete, LLC

CONTRACTOR'S ADDRESS: 20450 Sherwood
Detroit, MI 48234-2929

WHAT FORM OF COMPETITION DID THE DEPARTMENT ENGAGE IN TO OBTAIN THIS PROFESSIONAL SERVICE CONTRACT? Request For Proposal (RFP) Bids due March 5, 2015
2 Bids received, **Lowest total bid**
If there was no competition obtained, explain why:
N/A

PROJECT: PW-7594, Repair of Tree-Root Damaged Sidewalks & Driveways - Westside

TYPE OF FUNDING AND %: 100% City (Metro Fund)

CONTRACT AMOUNT: \$999,685.00 Estimated total

CONTRACT PERIOD: From date on Start Work notice (after Council approval) – December 31, 2017

ADVANCE PAYMENT: N/A

BRIEF DESCRIPTION: Repair of Tree-Root Damaged Sidewalks & Driveways – Westside, 22 Items with unit prices ranging from \$1.00/square foot to \$43,000.00 lump sum

REASON FOR DELAY: N/A

Clearances:

Income Tax
Expires: 5/09/2016

Revenue Collection
Expires: 8/30/15

HRD Affidavit
Signed: 3/05/2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/14/2015

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 Valenti Trobec Chandler Inc 1175 W. Long Lake, Suite 200 Troy MI 48098		CONTACT NAME: Jackie Wilson PHONE (A/C, No, Ext): (248) 828-3377 FAX (A/C, No): (248) 828-3741 E-MAIL ADDRESS: jwilson@vtcins.com	
INSURED Giorgi Concrete, LLC 20450 Sherwood Detroit MI 48234		INSURER(S) AFFORDING COVERAGE INSURER A: Harleysville Insurance Company NAIC# 23582 INSURER B: Harleysville Lake States Ins. 14516 INSURER C: ABC SIWCF INSURER D: 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 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			MPA00000024917M	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA00000024916M	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000 Uninsured motorist BI-single \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CMB00000024915	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	GIORG-C	5/1/2015	4/30/2016	<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 Number: PW-7594; CPO No. 2903219; SPO No. 2903220;

City of Detroit is Additional Insured with respects to General Liability as required by written contract pertaining to work performed by the named insured.
 30 day notice of cancellation provided.

CERTIFICATE HOLDER City of Detroit Director Dept. of Public Works 2 Woodward Ave, 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 Alan Chandler/V46 <i>Alan P. Chandler</i>

**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: GIORGI CONCRETE LLC

Authorized Signature: *Anthony Giorgi* Date: 3-5-2015

Print Name: ANTHONY GIORGI

Title: PRESIDENT

CPO# 2903219

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

CITY OF DETROIT
SLAVERY ERA RECORD AND INSURANCE DISCLOSURE AFFIDAVIT

- 1. Name of Contractor: GIORGI CONCRETE LLC
2. Address of Contractor: 20450 SHERWOOD
DETROIT, MI 48234
3. Name of Predecessor Entities (if any):

4. Prior Affidavit submission? No Yes, on: 2-4-2014 (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.

ANTHONY GIORGI (Printed Name) PRESIDENT (Title)

Anthony Giorgi (Signature) 3-5-2015 (Date)

Subscribed and sworn to before me this 5th day of MARCH 2015,
Notary Public, MALDEN County, Michigan
My Commission expires: 6-12-2016

CPO# 2903219

Hiring Policy Compliance Affidavit

I, ANTHONY GIORGI, Being duly sworn, state that I am the
PRESIDENT of GIORGI CONCRETE LLC
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,

Anthony Giorgi

Title: PRESIDENT Date: 3-5-2015

STATE OF MICHIGAN)
 COUNTY OF WAYNE) SS

The foregoing Affidavit was acknowledged before me the 5TH day of MARCH, 2015,
 By URSULA DEBRABANT

Notary Public, County
 of: MACOMB Ursula DeBrabant
Signature of Notary

State of: MICHIGAN

My commission expires: 6-12-2016



APPLICATION FOR EMPLOYMENT

An Equal Opportunity Employer

All applicants are considered without regard to race, color, gender, religion, national origin, age, marital or veteran status, mental or physical disability unrelated to job performance or any other legally protected status.

POSITION APPLYING FOR: _____ DATE: _____

PERSONAL INFORMATION

Legal name: First _____ Last _____ Middle Initial _____

Address: Street _____ City _____ State _____ Zip code _____

Home Telephone: _____ Other Telephone: _____

E-mail: _____ Social Security #: _____

Driver's License #: _____ State: _____
(if position requires operation of a company vehicle)

Are you legally eligible for employment in the United States? Yes No

United States Visa status, if applicable: _____

Are you at least 18 years old? Yes No

POSITION INFORMATION

Position(s) applying for: _____ Salary desired: \$ _____

Employment status desired: Full Time Part Time Temporary

What hours are you available to work? _____

If hired, when could you start? _____

How did you hear about this job? _____

EDUCATION

Type of school	Name and Location	Dates Attended	Degree Received	Subjects Studied	Did you graduate?
High School					
College / University					
Graduate School					
Tech School					
Other					

Special courses, training or experience acquired, including military experience: _____

SKILLS

Clerical / Office skills		
Computer skills	Name of software:	<input type="checkbox"/> PC <input type="checkbox"/> Mac <input type="checkbox"/> WPM
Languages		
Other special knowledge or skills		

Please describe any other experience, abilities or skills that might be helpful in considering your application: _____

CERTIFICATION & AUTHORIZATION

I hereby certify that all statements made in this application are true and correct to the best of my knowledge and belief. I understand that any misrepresentations or omissions of facts in this application are grounds for disqualification from further consideration or for dismissal from employment.

I authorize the company to inquire into my educational, professional and past employment history references as needed to research my qualifications for this position.

If employed, I agree to conform to the rules, regulations and policies of the company. I understand that I will be an employee "at will" and either the company or I may terminate my employment relationship at any time for any reason not in violation of law.

I hereby acknowledge that I have read and fully understand the forgoing and seek employment under these conditions.

Signature of Applicant _____

Date _____



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
CITY ENGINEERING DIVISION

2 WOODWARD AVENUE
601 COLEMAN A. YOUNG
MUNICIPAL CENTER
DETROIT, MICHIGAN 48226
PHONE: 313 • 224 • 3949
FAX: 313 • 224 • 3471
www.detroitmi.gov

Referral Form

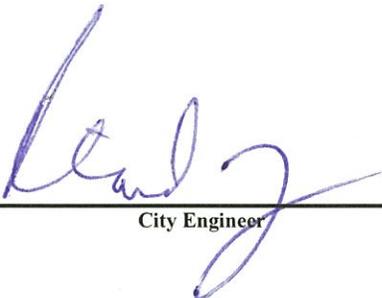
PW-7594
CPO NO: 2903219
SPO NO: 2903220

Attached is a tabulation of the **two (2)** bids received, opened and read in the Purchasing Division on **March 5, 2015**.

The low bid submitted **Giorgi Concrete, LLC**. was regular in all respects and is in accordance with the contract documents after acceptance of a post-bid addendum to reduce contract quantities.

The City Engineering Division of the Department of Public Works recommends that the contract be awarded to **Giorgi Concrete, LLC**. in the amount of **\$999,685.00.00** which is 0.03% less than the Engineer's Estimate of \$1,000,000.00. It is also recommended that the Department of Public Works execute this contract on behalf of the City of Detroit.

Recommended by:



City Engineer

Date:

5-18-15

Approved by:



Director,
Department of Public Works

Date:

5-21-2015

C:\pw7594\recommendation

MIKE DUGGAN, MAYOR

Your instructions for Search Results

Search Results

Current Search Terms: glorgi* concrete* LLC*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

- Search Results
- Entry
- Exclusion
- Search Filter
- By Record Status
- By Functional Area - Entity Management
- By Functional Area - Performance Information

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