

**CITY OF DETROIT**

**THE OFFICE OF CONTRACTING AND PROCUREMENT  
REQUEST FOR QUOTES NO. 184182  
FOR**

**PW-7039 2023 OVERBAND CRACK FILL IN  
BITUMINOUS PAVEMENT**

**ADVERTISE DATE: November 17, 2023**

**Virtual Pre-Bid Meeting: Wednesday, November 29, 2023,  
12:30 P.M. Eastern**

**Microsoft Teams meeting Meeting ID: 236 662 148 738**

**Pass code: XspjhZ**

**Question Deadline: December 6, 2023, 3:00 P.M. Eastern**

**Bid Deadline: December 15, 2023, 3:00 P.M Eastern**

**TABLE OF CONTENTS**  
**PW-7039**  
**SECTION I**

**DIVISION**

SPECIAL NOTICE TO BIDDERS  
STANDARD INSTRUCTIONS TO BIDDERS

**PROPOSAL**

PART I – BASE BID  
PART II - CONDITIONS  
PART III – NAME, ADDRESS, LEGAL STATUS AND SIGNATURE OF BIDDER  
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER  
UNIT PRICE SCHEDULE  
AGREEMENT  
CORPORATION CERTIFICATE OF AUTHORITY  
BID BOND  
PERFORMANCE BOND  
PAYMENT BOND  
IRREVOCABLE BANK LETTER OF CREDIT  
LOCAL PREFERENCE CONDITIONS  
EXECUTIVE ORDER 2014-5  
EXECUTIVE ORDER 2021-2  
NON-COLLUSION OF SUBCONTRACTOR  
SUBCONTRACTOR APPROVAL REQUEST  
GENERAL CONDITIONS  
CERTIFIED PAYROLL

**SECTION II**

CITY OF DETROIT – STANDARD SPECIFICATIONS FOR PAVING AND RELATED  
CONSTRUCTION (Issued Separately, **dated March 2009**)

**SECTION III**

SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS  
CITY OF DETROIT – STREET & ALLEY PAVING-STANDARD PLANS (Issued  
Separately, dated **March 2009**)

## SPECIAL NOTICE TO BIDDERS

### 1. GENERAL PURPOSE

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

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

### 2. DESCRIPTION OF WORK

Approximately 341.78 miles of treatment of cracks in bituminous pavements by the Overband Crack Fill Method on major and residential streets at various locations throughout 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.

### 5. CONTRACT DOCUMENTS

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

**Section I** contains the Standard Contract Forms.

**Section II** incorporates by reference the City of Detroit "Standard Specifications for Paving and Related Construction," dated March 2009, as amended by Bulletin; Michigan Department of Transportation Standard Specifications for Construction, 2020 version; and Michigan Manual of Uniform Traffic Control Devices, 2011 edition, revised September 2013.

**Section III** consists of Special Provisions, Supplemental, Supplemental Specifications and

**SPECIAL NOTICE TO BIDDERS**

Contract Drawings and separate drawings prepared by the City Engineering Division.

**6. SPECIAL FORMS**

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

Equalization Requirements, Eligibility Form and Affidavit of Eligibility  
Proposal  
Agreement  
Combined Certificates of 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. CIVIL RIGHTS INCLUSION AND OPPORTUNITY**

Attached is a copy of the Covenant of Equal Opportunity from the Civil Rights, Inclusion and Opportunity 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 Civil Rights Inclusion and Opportunity Department, prior to award of the Contract.

A Civil Rights Inclusion and Opportunity review of employment goals may be required for each project, regardless of prior clearances.

**8. CONTRACTOR AUTHORITY TO START WORK**

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

**9. INDEPENDENT CONTRACTOR**

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

**10. WAIVER**

The Contractor shall not hold the City liable for any personal injury incurred by any employee, agents, or consultants while working on this project which is not held in a court

**SPECIAL NOTICE TO BIDDERS**

of competent jurisdiction to be directly attributable to the gross negligence of the City or any employee of the City acting within the scope of their employment and hereby agrees to hold the City harmless from any such claim by its employees, agents or consultants.

**11. AUDIT**

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

**12. INDEMNITY AND DAMAGES**

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

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

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

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

### **SPECIAL NOTICE TO BIDDERS**

- pursuant to the Contractor's performance under this Contract or which is in their possession.
- E. The indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers Compensation Acts or other employee benefit acts. In addition, the Contractor agrees to hold the City harmless from the payment of any deductible on any insurance policy.
- F. The Contractor agrees that this Article 12 Indemnity and Damages shall apply to all matters described in Article 12-A, Indemnity and Damages, (whether the matter is litigated or not) which occur or arise between the Contractor or its Associates, and the City, and agrees to save the City harmless there from as provided in this Article 12.

### **13. TERMINATION FOR CONVENIENCE**

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

### **14. RIGHTS, REMEDIES AND JURISDICTION**

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

### **15. COMPARABLE OR EQUIVALENT TERMS**

The Contractor warrants that all of the prices, terms, warranties, and benefits granted to the

**SPECIAL NOTICE TO BIDDERS**

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

**16. BASIS OF PROPOSAL**

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

**17. CITY OFFICER**

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

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

**18. BOND REQUIREMENTS**

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

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

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.

**19. INSURANCE**

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

**TYPE**

**AMOUNT NOT LESS THAN**

**SPECIAL NOTICE TO BIDDERS**

- A. Worker's Compensation Insurance Michigan Statutory minimum  
 Employer's Liability Insurance **\$500,000** minimum each accident/  
 each disease/ each person
  
- B. Commercial General Liability Insurance (Coverage to include blanket contractual liability) **\$2,000,000** each occurrence  
**\$4,000,000** aggregate
  
- C. Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance including residual liability under Michigan No Fault Insurance Law) **\$1,000,000** minimum combined single limit
  
- D. Builders Risk **As determined**

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 **CPA No.** \_\_\_\_\_ dated \_\_\_\_\_ entered into by the insured and the City of Detroit".

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

"It is agreed that the inclusion of more than one (1) insured under this policy shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured. This policy shall protect



**SPECIAL NOTICE TO BIDDERS**

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."

- G. 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.
- H. All policies shall name the Contractor as the insured except as otherwise stated and shall be accompanied by a commitment from the insurer that such policies shall not be canceled, or reduced without at least thirty (30) days' prior written notice to the City. Certificates of insurance evidencing such coverage shall be submitted to the **Finance Department, Accounts Payable Division, 644 Coleman A. Young Municipal Center**, prior to the commencement of performance under this Contract and at least **fifteen (15) days** prior to the expiration dates of expiring policies.
- I. 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.
- J. 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.
- K. The Commercial General Liability Insurance shall provide coverage for the so-called "X"- explosion, "C" - collapse, and "U" - underground damage hazards or exposures.
- L. 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.
- M. Fire Insurance - Not Required.
- N. The Contractor shall hold the City harmless for payment of any deductibles required pursuant to any insurance policies.

**20. TIME OF STARTING AND COMPLETING WORK**

Within 10 calendar days after the Contract is signed by the Director - Purchasing Division,

### SPECIAL NOTICE TO BIDDERS

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

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

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

- A. It is contemplated that all work will be completed during the 2024 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 2024 shall be such that:
- B. When no further work can be done in the Fall of 2024 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 2025.
- C. Work shall be resumed in the Spring of 2025 on a date ordered or approved in writing by the City Engineer and shall, thereafter, be fully completed within the number of calendar days remaining from the stipulated total of **180 days**. **The contract will terminate on 12/31/2026.**

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.

#### **21. 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.

**SPECIAL NOTICE TO BIDDERS**

**22. 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.

**23. LIQUIDATED DAMAGES**

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

<b>Schedule of Liquidated Damages</b>			
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

**24. 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.

**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

**SPECIAL NOTICE TO BIDDERS**

include with his proposal, either intentionally or inadvertently, standard brochures, sales agreements, etc., containing contractual provisions differing substantially from those set forth in Contract Documents, unless the bidder definitely and positively indicates that such provisions are not part of his proposal.

**26. CHANGES TO STANDARD CONTRACT DOCUMENTS**

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

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

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

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

**B. General Conditions**

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

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

"No portion of the work may be sublet without the prior written approval of the City. Subcontracting of contract items may be permitted after a review of the proposed Subcontractor and the scope of work to be sublet has been made by the City Engineering Division - DPW. The Contractor shall submit the necessary Subcontractor approval request forms, insurance certificates, and such other affidavits as may be required by the General Conditions prior

**SPECIAL NOTICE TO BIDDERS**

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

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

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

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

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

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

**SPECIAL NOTICE TO BIDDERS**

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.

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 Civil Rights Inclusion and Opportunity Department pursuant thereto.

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

The Contractor further agrees to take affirmative action to achieve reasonable representation of minority groups and women on its work force. Such affirmative action shall include, but not be limited to the following: employment, promotion, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training or education, including apprenticeships. The Contractor shall promptly furnish any information required by the City or the Civil Rights Inclusion and Opportunity Department pursuant to this Article 36.

In the event the Contractor fails to comply with the provisions of Article 36, or any affirmative action undertaking outlined in its proposal documents, if any, or with any rules, regulations or orders issued by the Civil Rights Inclusion and Opportunity Department, the City as the Civil Rights Inclusion and Opportunity Department may impose such contract sanctions as it may deem appropriate, including but not limited to:

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



**SPECIAL NOTICE TO BIDDERS**

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

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

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

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

**SPECIAL NOTICE TO BIDDERS**

- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by Secretary of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or Federally-Assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, 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.

**4) 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".

**5) City References**



**SPECIAL NOTICE TO BIDDERS**

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

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

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

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

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

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

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

In excess of eight hours per day - Monday thru Friday

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

**SPECIAL NOTICE TO BIDDERS**

Article 11 - "Maintaining Traffic"

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

Add the following paragraph:

C. Specific Requirements

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

D. Supplemental General Specifications

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

E. Detailed Specifications

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

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

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

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

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

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

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

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

Specifications and detailed drawings for P.L.D. manhole and handhole frames and

**SPECIAL NOTICE TO BIDDERS**

covers may be obtained from the Public Lighting Department.

**F. ADDITIONS TO DETAILED SPECIFICATIONS**

Special Provisions and Supplemental Specifications for 2023 Overband Crack fill in Bituminous Pavement at Various Locations in The City of Detroit:

**PART A**

1. Progress Clause, 1 page
2. City of Detroit Special Provisions, 3 pages
3. Specification for Maintaining Traffic, 5 pages
4. Specifications for Limitations of Operations, 1 page
5. Notice to Bidder for Utility Coordination, 3 pages
6. Specification for Working Area and Project Cleanup, 1 page
7. Specification for Mobilization, 1 page
8. City of Detroit Special Provision for Overband Crack Fill, 2 pages

**PART B**

Street & Alley Paving-Standard Plans dated March 2009 (Issued Separately)

**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

### **SPECIAL NOTICE TO BIDDERS**

with the prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

- B. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.

### **30. SANITARY FACILITIES**

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

### **31. REVIEW BY CITY**

The City, its authorized representatives and agents, 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 Planning and Development Department. The Planning and Development Department may grant the Contractor permission to use their property providing the Contractor complies with the following conditions:

- A. 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.

**SPECIAL NOTICE TO BIDDERS**

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

**33. AFFIRMATIVE ACTION - INFORMATION TO BIDDERS**

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

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

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

A. Contracts Under \$100,000

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

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

B. Contracts Over \$100,000

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

**SPECIAL NOTICE TO BIDDERS**

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

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

**34. SECTION 3 CLAUSE**

“Not Used”

**35. AUDIT ACCESS**

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

**36. COMPLIANCE WITH CLEAN AIR AND WATER ACTS**

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

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

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

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

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

1) For the City: Engineer of Inspection

**SPECIAL NOTICE TO BIDDERS**

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

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

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



**SPECIAL NOTICE TO BIDDERS**

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. PROMPT PAYMENT**

The individual responsible for accepting performance under this contract is:

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

The contact person from whom payment should be requested is:

Victoria Jones, Accountant IV  
OCFO -Office of Departmental Financial Services,  
2 Woodward Avenue  
Suite 1010 Coleman A Young Municipal Center  
Detroit, Michigan 48226  
313-221-2526 Telephone  
[Victoria.Jones@detroitmi.gov](mailto:Victoria.Jones@detroitmi.gov)

**39. 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



**SPECIAL NOTICE TO BIDDERS**

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:**

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

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

**Tracine Pickett, Administrative Assistant**  
**DPW - City Engineering Division**  
**2 Woodward Avenue**  
**601 Coleman A. Young Municipal Center**  
**Detroit, MI 48226**  
**313-224-3948**  
[Pickettt@detroitmi.gov](mailto:Pickettt@detroitmi.gov)

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

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

## 1. GENERAL PURPOSE & INTENT

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

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

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

## 2. THE CONTRACT DOCUMENTS

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

### SECTION I

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

### SECTION II

- City of Detroit Standard Specifications for Paving and Related Construction, dated March 2009 (Incorporated by Reference)
- Michigan Department of Transportation Standard Specifications for Construction, 2012 version (Incorporated by Reference)
- Michigan Manual of Uniform Traffic Control Devices, 2009 edition (Incorporated by Reference)

### SECTION III

- Special Provisions, Supplemental, Supplemental Specifications and Contract Drawings
- Street & Alley Paving-Standard Plans dated March 2009 (Incorporated by Reference)

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

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

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

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

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

## 3. INTERPRETATION OF CONTRACT DOCUMENTS

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

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

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

## 4. BIDDER'S QUALIFICATION

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

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

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

## 5. BIDDER'S EXAMINATIONS & INVESTIGATIONS

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

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

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

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

## 6. LABOR & MATERIALS

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

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

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

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

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

## 7. BASIS OF BID – PRICE REQUIRED

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

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

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

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

contracts than he has the capacity to perform concurrently. The determination of on what contract or contracts a bidder is considered to have submitted the actual low bid or bids will be made by the City on the basis of the bids which will result in the entire work of all contracts being done for the least cost to the City.

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

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

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

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

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

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

## 8. PREPARATION OF PROPOSALS

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

**A. Form:** The blank form of Proposal supplied by the City shall be used. The form shall not be detached, but shall be submitted intact as originally bound. No change shall be

made in the wording of the form or in any of the items mentioned therein, nor shall any special conditions be made or included as part of the bidder's proposal.

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

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

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

- 1) **Bidder's Drawings and Specifications:** When bidder's drawings and/or specifications are required to be submitted, they shall be in sufficient detail to fully and distinctly show and describe the equipment which the bidder proposes to furnish, including the kind and quality of the material and workmanship that will be used in the various parts. If any general drawings, specifications, catalogs, or other literature are submitted which contain information or data not pertaining to the particular equipment proposed to be furnished, appropriate notations to that effect must be made.
- 2) **Other Information:** When the Proposal form provides space for inserting required information, such space is to be used. If the bidder finds such space insufficient, then the required information may be submitted on separate sheets properly identified as part of the bidder's proposal.
- 3) **Supplemental Information:** The bidder may submit such supplemental information, as he may desire, describing the equipment he proposes to furnish. However, the bidder is to completely fill out the Proposal form even though some of the information required to be stated in the Proposal may be contained in the supplemental information furnished.

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

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

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

#### Individual

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

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

#### Doing Business Under an Assumed Name

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

#### Co-Partnership

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

#### Corporation

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

#### Agent

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

#### 9. BID DEPOSIT

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

- A. Amount:** The amount of the bid deposit shall be not less than that stipulated in the Advertisement. In case the Proposal contains alternates, the amount of the



bid security, if stated as a percentage of the bid, refers to the Base Bid. If the Proposal contains two or more Contracts, the amount of the bid security required is determined on the total amount of the bids for such Contracts for which bids are submitted.

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

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

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

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

- C. Submission:** The bid deposit, in whichever form, shall be enclosed in the same envelope as that containing the bid and is not to be submitted separately.
- D. Return:** The bid deposit of all bidders may be held by the City until all bids have been canvassed and the award of the Contract recommended to and approved by the City Council.

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

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

## 10. SUBMITTING BID

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

## 11. OPENING OF BIDS

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

## 12. COMPARISON OF BIDS

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

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

### 13. REJECTION OF BIDS

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

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

### 14. AWARD OF CONTRACT

The Contract will be awarded to the lowest responsible bidder complying with the requirements of the Contract Documents, provided his bid is reasonable and the best interest of the City of Detroit will be served by accepting it. Multiple contract awards may be granted and will be based on the lowest responsible bids and the capacity of the successful bidders as stated in the specifications and determined by representatives of DPW and the Purchasing Division. Bidders shall quote on all items, leave no blanks and state "No Charge" where applicable. Blank spaces are considered to be no offer. The City of Detroit reserves the right to delete any item(s) from the award. All awards are subject to Ordinance No. 15-00.

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

### 15. CONTRACT EXECUTION

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

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

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

### 16. BOND REQUIREMENTS

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

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

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

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

### 17. ASSIGNMENT OF CONTRACT

Bidder's attention is directed to Article 29 of the General Conditions, "Assignment." The City will not consider the assignment or transfer of the Contract unless an exigency

occurs which was not known or could not have been foreseen by the bidder at the time of bidding. No assignment or transfer will be approved which is not in the best interest of the City.

**18. SUBCONTRACTS**

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

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



**PROPOSAL**

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

**PROJECT: PW-7039 2023 OVERBAND CRACK FILL IN BITUMINOUS  
PAVEMENT AT VARIOUS LOCATIONS IN THE CITY OF DETROIT**

**PART I - BASE BID**

I. PRICE BID

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

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

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

## **PROPOSAL**

### **PART II CONDITIONS**

#### **I. BID DEPOSIT**

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

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

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

#### **II. BIDDER'S EXAMINATIONS AND UNDERSTANDING**

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

#### **III. 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.

#### **IV. 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.

#### **V. 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.

### VI. 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).

### VII. 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.

### VIII. 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:

\_\_\_\_\_ (Print full legal name) \_\_\_\_\_ 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: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_ State: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

- INDIVIDUAL**
- JOINT VENTURE**
- DOING BUSINESS UNDER AN ASSUMED NAME**, which is registered with the County of Clerk of the County of \_\_\_\_\_, Michigan
- CO-PARTNERSHIP**, which is registered with the County Clerk of the County of \_\_\_\_\_, Michigan
- CORPORATION**, incorporated under the laws of the State of \_\_\_\_\_  
(If other than Michigan Corp.)

Now licensed to do business in Michigan  YES  NO

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

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

<u>NAME AND TITLE</u>	<u>HOME ADDRESS</u> <small>(Include City, State &amp; Zip Code)</small>
_____	_____
_____	_____
_____	_____
_____	_____

Signed and Sealed

This \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_

By \_\_\_\_\_  
(Signature)

Title \_\_\_\_\_  
(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, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ of the corporation named as Bidder herein;  
that \_\_\_\_\_ who signed this Proposal on behalf of said  
corporation, was then \_\_\_\_\_ 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.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_  
\_\_\_\_\_ SS  
County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

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

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
Title

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Title

My commission expires: \_\_\_\_\_

PW-7039 2023 OVERBAND CRACK FILL IN BITUMINOUS PAVEMENT AT VARIOUS LOCATIONS THROUGHOUT THE CITY OF DETROIT					Unit Price Schedule	
ITEM NO.	DESCRIPTION OF ITEM	ITEM ID	QTY.	PAY UNIT	UNIT PRICE	ITEM TOTAL
1	Mobilization, Max 5%	1500001	1.00	LSUM		\$ -
2	_Overband Crack Fill Roadbed Residential Streets, 16-23 ft Pavement	5027004	226.30	Roadbed Mi		\$ -
3	_Overband Crack Fill Roadbed Major Streets, 24-40 ft Pavement	5027004	52.20	Roadbed Mi		\$ -
4	_Overband Crack Fill Roadbed Major Streets, 41-59 ft Pavement	5027004	45.51	Roadbed Mi		\$ -
5	_Overband Crack Fill Roadbed Major Streets, 60-90 ft Pavement	5027004	17.78	Roadbed Mi		\$ -
6	Minor Traf Devices	8120170	1.00	LSUM		\$ -
7	Traf Regulator Control	8120370	1.00	LSUM		\$ -
<b>TOTAL ESTIMATED CONSTRUCTION COSTS, ITEMS 1-96</b>						<b>\$ -</b>
<b>Name of Contractor:</b>						

Time Allowed for Completion: **180 Calendar Days**

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

Quantities are approximate, actual quantities may vary.

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

**AGREEMENT**

<p>CONTRACT TITLE <b>PW-7039 2023 OVERBAND CRACK FILL IN BITUMINOUS PAVEMENT AT VARIOUS LOCATIONS IN THE CITY OF DETROIT</b></p>	<p>CONTRACT NUMBER <b>PW- 7039</b></p>
<p>PARTY OF THE FIRST PART (The City) City of Detroit, Michigan, a municipal corporation acting through the  <b>DIRECTOR, DEPARTMENT OF PUBLIC WORKS COLEMAN A. YOUNG MUNICIPAL CENTER 2 WOODWARD AVENUE, SUITE 611 DETROIT, MICHIGAN 48226</b></p>	<p>DATE OF AGREEMENT</p>
<p>PARTY OF THE SECOND PART (Contractor)</p>	
<p>CONTRACT PRICE</p>	

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 judgment, represents the quantity and fair value of the work done by the Contractor, including such extra work performed as was ordered in writing by the City.

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

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

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

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

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

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

### 8. ACCEPTANCE AND FINAL PAYMENT

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

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

- a) An affidavit, on forms provided by the Engineer, that all payrolls, material bills and all other indebtedness incurred by him in connection with the work have been paid;
- b) A release from the surety company on the Labor and Material Bond, in event that any claims have been previously filed pursuant to such bond, consenting to the final payment notwithstanding such filed claims;
- c) Written guarantees and/or warranty bonds or certificates of inspection as may be specifically required under the terms of the Contract.

## AGREEMENT

**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 clause of each such delay, the period or periods of time, giving the dates when the Contractor claims the performance of the work, or a particular part thereof, was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the City shall have the same right to inspect, and make extracts or copies of, the Contractor's books, vouchers, records etc., as is referred to in said Articles 21 and 22. Nothing contained in this Article is intended to or shall relieve the Contractor from the obligation of giving timely notice of claims pursuant to said Articles 21 and 22. The Contractor is warned that unless such claims are completely set forth as herein required, the Contractor upon acceptance of the final payment, pursuant to "F" herein, will have waived any such claims.

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

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

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

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

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

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

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

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

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

**AGREEMENT**

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

**CONTRACTOR:**

**BY:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

**ITS:** \_\_\_\_\_  
(Title)

**CITY OF DETROIT – DPW**

**BY:** \_\_\_\_\_  
(Signature)

Ron Brundidge

**ITS: DIRECTOR**

**PW-7039 2023 OVERBAND CRACK FILL IN BITUMINOUS PAVEMENT AT VARIOUS LOCATIONS IN THE CITY OF DETROIT**

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

\_\_\_\_\_

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

\_\_\_\_\_  
Purchasing Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
Date

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

**CORPORATION CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_, Corporate Secretary of  
(name of corporate secretary)

\_\_\_\_\_, a \_\_\_\_\_  
(complete name of corporation) (state of incorporation)

for profit corporation (the "Corporation"), **DO HEREBY CERTIFY** that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on \_\_\_\_\_ 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  
\_\_\_\_\_ is President  
\_\_\_\_\_ is (are) Vice President(s),  
\_\_\_\_\_ is Treasurer,  
\_\_\_\_\_ is Secretary,  
\_\_\_\_\_ is Executive Director, and  
\_\_\_\_\_ is \_\_\_\_\_.

**I FURTHER CERTIFY** that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in **PW-7039 2023 Overband Crack Fill in Bituminous Pavement at Various Locations in the City of Detroit** and that all necessary corporate approvals have been obtained in relationship thereto.

**IN WITNESS THEREOF**, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_.

**CORPORATE SEAL**  
(if any)

\_\_\_\_\_  
Corporate Secretary

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

**AS PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE CORPORATION.**

**LIMITED LIABILITY COMPANY**

**CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_, a Manager or Member of  
(name of manager)

\_\_\_\_\_, L.L.C, a limited liability company (the "Company"), **DO HEREBY**  
(name of company)

**CERTIFY** that I am a Manager or Member of the Company who has the authority to act as an agent of the Company in executing this Certificate of Authority. I further certify that the following individuals are Managers or Members of the Company who have the authority to execute and commit the Company to the conditions, obligations, stipulations and undertakings contained in the foregoing Contract between the City and the Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FURTHER, I CERTIFY** that all necessary approvals by the Managers or Members of the Company have been obtained with respect to the execution of said Contract.

**IN WITNESS THEREOF**, I have set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
COMPANY SEAL  
( if any )

\_\_\_\_\_  
Manager or Member

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

**PARTNERSHIP**  
**CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_, A General Partner in \_\_\_\_\_,  
(name of general partner)

a \_\_\_\_\_ County, \_\_\_\_\_ Partnership ("the Partnership")  
(county of registration) (state in which county lies)

**DO HEREBY CERTIFY** that I am a General Partner in the Partnership formulated pursuant to  
a Partnership Agreement dated \_\_\_\_\_, and that the following is a true and  
(date of meeting)

correct excerpt from the minutes of the meeting of the General Partnership held on \_\_\_\_\_  
and that the same is now in full force and effect:

"RESOLVED, that each General Partner is authorized to execute and deliver, in the name  
and on behalf of the Partnership, 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 a general partner shall be conclusive evidence of  
such approval."

**FURTHER, I CERTIFY** that the following persons are General Partners:

_____	_____
_____	_____
_____	_____
_____	_____

**FURTHER, I CERTIFY** that any of the aforementioned General Partners of the  
Partnership are authorized to execute and commit the Partnership to the conditions, obligations,  
stipulations and undertakings contained in the foregoing Contract between the City and the above-  
referenced partnership that all necessary approvals have been obtained in relationship thereto.

**IN WITNESS THEREOF**, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CORPORATE SEAL  
(if any)

\_\_\_\_\_  
General Partner

**PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF  
YOUR PARTNERSHIP MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A**



**PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE PARTNERSHIP.**

**UNINCORPORATED ASSOCIATION**  
**CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_, Secretary of \_\_\_\_\_,  
(name of association secretary)

an unincorporated association (the "Association"), **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 \_\_\_\_\_, and that the same is now in full  
(date of meeting)

Force and effect:

**"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 an on behalf of the Association and under its Association seal or otherwise, any agreement or other instrument or document ("Contract") in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by any of the aforementioned officers shall be conclusive evidence of such approval."

**FURTHER, I CERTIFY** that \_\_\_\_\_ is Chairman  
\_\_\_\_\_ is President,  
\_\_\_\_\_ is/are Vice President(s),  
\_\_\_\_\_ is Treasurer,  
\_\_\_\_\_ is Secretary,  
\_\_\_\_\_ is Executive Director, and  
\_\_\_\_\_ is \_\_\_\_\_.

**FURTHER, I CERTIFY** that any of the aforementioned officers of the Association are authorized to execute or guarantee and commit the Association to the conditions, obligations, stipulations, and undertakings contained in the foregoing Contract between the City and the above-referenced Association and that all necessary Association approvals have been obtained in relationship thereto.

**IN WITNESS THEREOF**, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
CORPORATE SEAL  
(if any)

\_\_\_\_\_  
Association Secretary

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



<b>B I D B O N D</b> <b>City of Detroit</b> <b>Construction Contract</b>	Contract Number <b>PW- 7039</b>
Principal	Date of Bid
Surety	Date Bond Executed
Amount of Bond (express in words and figures)	

**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.)	

<b>Attest</b>	<b>Corporate Principal</b>	
	Business Address:	
	By:	AFFIX CORPORATE SEAL
	Title	

<b>Attest</b>	<b>Corporate Surety</b>	
	Business Address:	
	By:	AFFIX CORPORATE SEAL
	Title	

## CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that

I am the \_\_\_\_\_ secretary

Of the corporation named as principal in the within bond:

that \_\_\_\_\_, who signed the said bond

on behalf of the principal, was then \_\_\_\_\_

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

\_\_\_\_\_  
(CORPORATE)  
( SEAL )

### Instructions

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

<b>PERFORMANCE BOND</b> (See Instructions on Reverse Side)	CONTRACT NO. <b>PW- 7039</b>
PRINCIPAL (Name, and legal status)	DATE OF CONTRACT
SURETY	DATE BOND EXECUTED

AMOUNT OF BOND (Express in words and figures)

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

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

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

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

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

PRINCIPAL:     INDIVIDUAL             DOING BUSINESS UNDER ASSUMED NAME             PARTNERSHIP

NAMES OF ALL PARTNERS	BUSINESS ADDRESS:
-----------------------	-------------------

IN PRESENCE OF: WITNESS PRINCIPAL - INDIVIDUAL/PARTNER - SIGNATURE

1. \_\_\_\_\_ AS TO 1. \_\_\_\_\_ (L.S.)  
 2. \_\_\_\_\_ (5-74) AS TO 2. \_\_\_\_\_ (L.S.)

**CORPORATE PRINCIPAL**

STATE IN WHICH INCORPORATED	BUSINESS ADDRESS:	
EXECUTE CORPORATE CERTIFICATE ON REVERSE SIDE	OFFICER'S SIGNATURE	AFFIX CORPORATE SEAL
	TITLE	

**CORPORATE SURETY**

STATE IN WHICH INCORPORATED	BUSINESS ADDRESS:	
ATTEST:	OFFICER'S SIGNATURE	AFFIX CORPORATE SEAL
	TITLE	

## INSTRUCTIONS

1. This form shall be used wherever a performance bond is required under the provisions of Act No. 351 of the Public Acts of Michigan for the year 1972, and the provisions of the City of Detroit Charter. There shall be no deviation from this form except as authorized by the Corporation Counsel of the City of Detroit.
2. The surety on the bond may be any corporation licensed by the State of Michigan to act as surety and satisfactory to the City of Detroit.  
The full business name of the corporation surety, business address, and the name of the state in which incorporated shall be inserted in the space provided therefor. The bond shall be executed and attested under corporate seal as indicated on the form.
3. The principal shall be identified by inserting in the space provided therefor the following information according to the principal's legal status, and the bond executed by the principal in accordance with the following requirements.  
*Individual.* The name including full Christian name, business or residence address, with the recital that the principal is an individual. The bond shall be signed by the individual on the line opposite the scroll seal (L.S.), using the same form of signature as used in the Contract, and the signature duly witnessed.  
*Individual Doing Business Under an Assumed Name.* The name of the individual, business or residence address; with the recital that the

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

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

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

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

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

## CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_,  
Of the corporation named as principal within the bond; that \_\_\_\_\_,

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

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

<b>PAYMENT BOND</b> (See Instructions on Reverse Side)	CONTRACT NO. <b>PW- 7039</b>
PRINCIPAL (Name, and legal status)	DATE OF CONTRACT
SURETY	DATE BOND EXECUTED
AMOUNT OF BOND (Express in words and figures)	

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	BUSINESS ADDRESS:	
EXECUTE CORPORATE CERTIFICATE ON REVERSE SIDE	OFFICER'S SIGNATURE	AFFIX CORPORATE SEAL
	TITLE	

**CORPORATE SURETY**

STATE IN WHICH INCORPORATED	BUSINESS ADDRESS:	
ATTEST:	OFFICER'S SIGNATURE	AFFIX CORPORATE SEAL
	TITLE	

## INSTRUCTIONS

1. This form shall be used wherever a Payment bond is required under the provisions of Act No. 351 of the Public Acts of Michigan for the year 1972, and the provisions of the City of Detroit Charter. There shall be no deviation from this form except as authorized by the Corporation Counsel of the City of Detroit.
2. The surety on the bond may be any corporation licensed by the State of Michigan to act as surety and satisfactory to the City of Detroit.  
The full business name of the corporation surety, business address, and the name of the state in which incorporated shall be inserted in the space provided therefor. The bond shall be executed and attested under corporate seal as indicated on the form.
3. The principal shall be identified by inserting in the space provided therefor the following information according to the principal's legal status, and the bond executed by the principal in accordance with the following requirements.  
*Individual.* The name including full Christian name, business or residence address, with the recital that the principal is an individual. The bond shall be signed by the individual on the line opposite the scroll seal (L.S.), using the same form of signature as used in the Contract, and the signature duly witnessed.  
*Individual Doing Business Under an Assumed Name.* The name of the individual, business or residence address; with the recital that the

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

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

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

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

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

## CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_,  
Of the corporation named as principal within the bond; that \_\_\_\_\_,

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

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

<b>IRREVOCABLE BANK LETTER OF CREDIT FOR CITY OF DETROIT CONTRACT</b>	Contract No: <b>PW- 7039</b>
Principal (Contractor)	Date of Bid
Bank	Date Bid Security Executed

**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 Bank, bind ourselves to the City in the amount of the Irrevocable Bank Letter of Credit stated below, that if the above proposal is accepted, the Principal will promptly enter into contract in accordance with the proposal, otherwise the Bank will pay the amount stated above unto the City of Detroit as liquidated damages.

WE hereby open our Irrevocable Bank Letter of Credit No. \_\_\_\_\_

In favor of CITY OF DETROIT, a municipal corporation for the account of the above principal (contractor) for a sum not exceeding \_\_\_\_\_

(\$ \_\_\_\_\_) U.S. currency available by City of Detroit draft at sight on \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Bank)

All drafts drawn under this credit must be marked "Drawn under \_\_\_\_\_

\_\_\_\_\_, Letter of Credit No. \_\_\_\_\_

dated \_\_\_\_\_."

Except so far as otherwise expressly stated herein, this credit is subject to the uniform Customs and Practice for Documentary Credits (1962 Revision) International Chamber of Commerce Brochure No. 222.

We engage with you that each draft drawn under, and in compliance with, the terms of this credit will be duly honored if presented at this office.

**SIGNED AND SEALED** on the date indicated above.

\_\_\_\_\_  
Bank

\_\_\_\_\_  
Business Address

BY \_\_\_\_\_

AFFIX  
CORPORATE  
SEAL



## **INSTRUCTIONS**

1. This form shall be used for the City of Detroit contracts wherever an Irrevocable Bank Letter of Credit is utilized for bid security. There shall be no deviation from this form except as authorized by the Corporation Counsel of the City of Detroit.
2. The Bank furnishing the Irrevocable Bank Letter of Credit may be any bank or banking institution authorized to do business as such in the State of Michigan and satisfactory to the City of Detroit.
3. The date of the Irrevocable Bank Letter of Credit must not be prior to the date of the instrument in connection with which it is given.

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

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

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

**City** - The City of Detroit acting through the Purchasing Director

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





CITY OF DETROIT  
MAYOR'S OFFICE

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

## EXECUTIVE ORDER NO. 2014-5

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

**FROM: MICHAEL E. DUGGAN, MAYOR**

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

**DATE: AUGUST 22, 2014**

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

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

**WHEREAS**, the purchasing ordinance, Detroit City Code Section 18-5-101, provides equalization factors to be applied to the bids of Detroit Headquartered Businesses and Detroit-Based Businesses. All city departments and agencies shall encourage such businesses to participate in the bidding for their contracts.

MICHAEL E. DUGGAN, MAYOR

CITY CLERK 27 AUG 2014 4:46:01

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

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

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

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

  
\_\_\_\_\_  
Michael E. Duggan  
Mayor, City of Detroit

CITY CLERK 27 AUG 2014 04:11:01



**EXECUTIVE ORDER 2021-02**

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

**FROM: MICHAEL E. DUGGAN, MAYOR**

**SUBJECT: UTILIZATION OF DETROIT RESIDENTS ON PUBLICLY-FUNDED CONSTRUCTION AND DEMOLITION/REHAB PROJECTS**

**DATE: APRIL 14, 2021**

**WHEREAS**, the economic revitalization of Detroit depends upon the employment of Detroit residents and the availability of a local skilled workforce; and

**WHEREAS**, it is the policy of this Administration to encourage and maximize employment opportunities for well-trained Detroit residents through contracts with the City contracts and in projects funded or financially assisted by the City;

**THEREFORE**, this Executive Order directs any person or entity entering into a publicly-funded construction project or a publicly-funded demolition/rehab project to implement specific residency targets for its workforce, as follows. Other persons or entities doing business with the City, but not subject to this Executive Order, may voluntarily agree to be bound by some or all of the substantive requirements set forth herein.

1. The term “publicly-funded construction project,” for purposes of this Executive Order, means:

(a) any construction project performed under a contract, the value of which is more than \$3,000,000.00 (Three Million Dollars), made by the City with any person or entity; and

(b) any construction project for which the City, public or quasi-public entities affiliated with the City, or any of their agents or contractors provides funds or financial assistance via any of the following methods, where total value of such assistance is more than \$3,000,000.00 (Three Million Dollars):

- (1) The sale or transfer of land below its appraised value;
- (2) Direct monetary support;
- (3) Public contributions originated by the State of Michigan or its agencies, the United States government or its agencies, or any other non-City government

entity, for which City approval is required and obtained; or

- (4) Tax increment financing. For purposes of calculating the total assistance directly provided through tax increment financing, tax revenue that would have accrued to all government entities shall be counted.

2. The term “publicly-funded demolition/rehab project,” for purposes of this Executive Order, means any demolition or rehabilitation of one or more residential buildings performed under the Proposal N Neighborhood Improvement Plan, under a contract, the value of which is more than \$50,000 (Fifty Thousand Dollars), made by the City with any person or entity.

3. A “bona-fide Detroit resident,” for purposes of this Executive Order, means an individual who can demonstrate residency in the City of Detroit as of a date at least thirty (30) days prior to the date the individual seeks to be employed on a publicly-funded construction project or publicly-funded demolition/rehab project. An individual may demonstrate residency by producing at least one item from each of the two lists below that includes an address located in the City of Detroit. Other forms of proof-of-residency may be accepted under unique circumstances.

- (a) State of Michigan identification card, State of Michigan driver’s license, or Detroit municipal ID; and
- (b) Voter Registration Card, Motor Vehicle Registration, most recent federal, state, or City of Detroit tax return, lease/rental agreement, most recent utility bill or utility affidavit signed by a landlord with respect to a leased residence, or most recent municipal water bill.

4. All contracts with the City, and all sub-contracts thereof, for a publicly-funded construction project or a publicly-funded demolition/rehab project shall require at least 51% of the workforce for such project to be bona-fide Detroit residents. This requirement shall be referred to as the “Workforce Target.” The Workforce Target shall be measured by the hours worked by bona-fide Detroit residents on the publicly-funded construction project or publicly-funded demolition/rehab project.

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



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

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

7. A contractor who does not meet the Workforce Target in any measurement period shall help strengthen Detroit’s workforce by making a monetary contribution to the City’s CRIO-administered Workforce Training Fund, thereby supporting the skill development of Detroit residents. The required contribution for any contractor who does not meet the Workforce Target shall be the sum of the following:<sup>1</sup>

- (a) For each work-hour comprising the first 10% of total work-hours by which the contractor fell short of the Workforce Target, 5% of the average hourly wage paid by the contractor during the preceding measurement period.
- (b) For each work-hour comprising the second 10% of total work-hours by which the contractor fell short of the Workforce Target, 10% of the average hourly wage paid by the contractor during the preceding measurement period.
- (c) For each work-hour comprising the remaining 31% of total work-hours by which the contractor fell short of the Workforce Target, 15% of the average hourly wage paid by the contractor during the preceding measurement period.

8. For a publicly-funded construction project, if a contractor contracts for labor through a union that is meeting the goals set for it under the Detroit Skilled Trades Employment Program, that contractor will be deemed to have met the Workforce Target with respect to the labor for which it contracted through such a union.

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

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

9. For a publicly-funded demolition/rehab project, if bona-fide Detroit residents actually account for more than 51% of the hours worked and the contractor pays for its Detroit employees to be trained under a DOL approved apprenticeship program, that contractor will be deemed to have met the Workforce Target. For purposes of publicly-funded demolition/rehab projects only, any contractor who fails to meet the Workforce Target will contribute \$200 per employee to the Workforce Training Fund.

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

If a contractor wishes to challenge a finding of non-compliance, the contractor may, within fifteen (15) days of the notice of non-compliance, file with CRIO a written notice challenging the finding of non-compliance, and detailing the reasons for that challenge. The challenge will then be forwarded to a panel of (1) the City's Corporation Counsel or his/her designee; (2) the head of the Department of Administrative Hearings or his/her designee; and (3) the Director of the Buildings, Safety, Engineering, and Environment Department, or his/her designee. The panel shall adjudicate the challenge and issue a written decision. The panel may, but need not, schedule an oral hearing on the challenge.

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

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

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

11. All construction contracts, construction contract amendments, change orders and extensions subject to this Executive Order shall include the applicable terms of this



Executive Order. CRIO shall have the responsibility for preparing administrative guidelines related to this Executive Order, and for monitoring and enforcing the provisions of this Executive Order.

12. Notwithstanding anything to the contrary set forth herein, the requirements set forth in Paragraphs 4 through 11 of this Executive Order shall not apply to any publicly-funded construction contract or publicly-funded demolition/rehab contract, or part thereof, that is funded by a grant awarded by a federal, state, or other governmental entity, the terms of which prohibit the implementation of any such requirements.

Pursuant to the powers vested in me by the 1963 Michigan Constitution and by the 2012 Detroit City Charter, I, Michael E. Duggan, Mayor of the City of Detroit, issue this Executive Order. This Executive Order is effective upon its execution and filing with the City Clerk and supersedes Executive Order No. 2020-5, issued by me on November 20, 2020. This Executive Order shall not alter or affect the operation of any prior Executive Order with respect to any publicly-funded construction project on which construction activities have commenced as of the date of this Executive Order.



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MICHAEL E. DUGGAN  
MAYOR  
CITY OF DETROIT

# NON COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of \_\_\_\_\_ SS,

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

1. He is \_\_\_\_\_  
(owner, partner, officer, representative, or agent)  
of \_\_\_\_\_ herein referred to as the  
"Subcontractor"
2. **He is** fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the  
Subcontractor to \_\_\_\_\_  
\_\_\_\_\_, the Contractor for certain  
work in connection with the \_\_\_\_\_ Contract pertaining to  
the \_\_\_\_\_ Project in Detroit Michigan.
3. Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal:  
  
Neither the Subcontractor 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 Proposal in connection with such Contract, or to refrain from submitting a proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal, or to fix any overhead, profit or cost element of the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Detroit or any person interested in the proposal contract; and
5. **The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not** tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Title

My commission expires: \_\_\_\_\_

## SUBCONTRACTOR APPROVAL REQUEST

TO: DPW – City Engineering Division 2 Woodward Avenue, Suite 601 Detroit, Michigan 48226-2873	City of Detroit Contract No.: <b>PW-7039</b>	
Contract Title: 2023 Overband Crack fill in Bituminous Pavement at Various Locations in the City of Detroit		
Approval is requested to subcontract the work listed below to the following:		
Name:		
Address		
Contact Name:	Telephone No:	
Fax No:		
Nature of Work:	FID No:	
Approx. Cost:		
Date Work is Scheduled to Start:	Date Work is to be Completed:	
The proposed subcontractor is covered by the insurance in the types and amounts listed below and as indicated on the accompanying insurance certificate(s):		
Worker's Compensation Insurance	Insurer:	Policy No:
	Limits: Michigan Legal Requirements \$	Expires:
Commercial General Liability Insurance	Insurer:	Policy No:
	Limits: Per Occurrence \$	Aggregate: \$
Automobile Liability Insurance	Insurer:	Policy No:
	Limits: Combined Single Limit \$	Expires:
Umbrella Excess Insurance	Insurer:	Policy No:
	Limits: Per Occurrence/Aggregate \$	Expires:
It has been mutually agreed, if this request is approved, that the above named as subcontractor will be bound by the terms of the Contract Documents insofar as applicable to his work.		
Contractor:		
By: _____		
Date: _____	Title: _____	

\_\_\_\_\_ Date Approved – Finance, Income Tax  
 \_\_\_\_\_ Date Approved – Finance, Revenue Collections

Approved: DPW-City Engineering Division

By: \_\_\_\_\_

Title: \_\_\_\_\_

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



# 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

The Contractor shall secure all permits and licenses necessary for the prosecution of the work and shall fully comply with all

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. lights, barricades, enclosures, danger signals, provide watchmen and such other facilities for protection required by

# GENERAL CONDITIONS

GC. 3

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,

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.



# GENERAL CONDITIONS

GC. 5

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

# GENERAL CONDITIONS

GC. 6

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

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

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

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

## 16. CITY'S RIGHTS TO SUSPEND WORK

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

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

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

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

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

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

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

## 17. USE OF COMPLETED PORTIONS OF WORK

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

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

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

# GENERAL CONDITIONS

GC. 7

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

## 18. DELAYS AND EXTENSION OF TIME

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

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

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

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

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

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

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

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

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

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

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



# GENERAL CONDITIONS

GC. 8

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

## H. Permitting Continuation of Work:

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

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

## 19. CHANGE OR MODIFICATION OF CONTRACT

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

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

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

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

## 20. METHODS FOR DETERMINING ADJUSTMENTS IN CONTRACT PRICE

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

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

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

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

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

"Actual Cost" will consist of:

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

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

# GENERAL CONDITIONS

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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.

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

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

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

## 22. PERFORMANCE OF EXTRA OR DISPUTED WORK

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

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

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

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

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

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

## 23. THE ENGINEER

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

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

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

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

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

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

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

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

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

## 24. INSPECTION AND TESTS

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

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

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

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

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

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

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



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

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

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

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

**25. NO ESTOPPEL**

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

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

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

its terms; or both.

**26. CITY'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT**

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

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

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

**B. Notice of Intent to Declare Contractor in Default:**

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

**C. Exercise of Right to Declare Contractor in Default:**

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

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

**D. Quitting the Site:**

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

**E. Completion of the Work after Default:**

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

**F. Partial Default:**

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

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

**G. Variance of Contract in Performance of Uncompleted Work:**

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

**H. Contractor's Liability for Cost of Completing Work:**

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

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

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

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

**27. TERMINATION OF CONTRACT DUE TO SPECIAL EMERGENCY**

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

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

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

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

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

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

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

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

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

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

## 28. SUBCONTRACTS

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

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

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

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

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

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



## 29. ASSIGNMENTS

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

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

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

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

## 30. CLAIMS AGAINST CITY AND ACTION THEREON

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

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

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

## 32. PATENTS:

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

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

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

## 33. MONIES RETAINED AGAINST CLAIMS

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

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

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

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

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

## 34. PAYMENTS WITHHELD

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

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

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

### 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 tender inoperative the service of any notice, direction, or communication upon the above parties personally, or, if the Contractor be a corporation, upon any officer or director thereof.

### 36. FAIR EMPLOYMENT PRACTICES

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

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

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

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

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

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

### 37. DETROIT INCOME TAX

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

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

### 38. UNLAWFUL PROVISIONS DEEMED STRICKEN

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

### 39. ALL LEGAL PROVISIONS INCLUDED

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

# Certified Payroll

PW- 7039

## Certified Payrolls

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

## Submittal Requirements

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

## Notice of Delinquent Certified Payroll

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

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

# Certified Payroll

PW- 7039

The notification sequence previously described would be as follows:

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

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

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

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

**Table 1 Schedule of Non-Compliance Damages**

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

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

# Certified Payroll

PW- 7039

## Certified Payroll Status Record

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

The certified payroll is to include the following information:

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



# Certified Payroll

PW- 7039

## Certified Payroll Review

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

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

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

### Contracts with State Prevailing Wage:

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

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

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

Some classifications require double time in certain situations.

The classification of iron worker has its own overtime requirements.

### Deficient Certified Payroll

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

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

# Certified Payroll

PW- 7039

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

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

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

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

The notification sequence previously described would be as follows:

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

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

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

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



# SECTION II

## SPECIFICATIONS

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

# **SECTION III**

## **PART A**

### **SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS**

1. Progress Clause, 1 page
2. City of Detroit Special Provisions, 3 pages
3. Specification for Maintaining Traffic, 5 pages
4. Specifications for Limitations of Operations, 1 page
5. Notice to Bidder for Utility Coordination, 3 pages
6. Specification for Working Area and Project Cleanup, 1 page
7. Specification for Mobilization, 1 page
8. City of Detroit Special Provision for Overband Crack Fill, 2 pages

#### **PART B:**

Street & Alley Paving-Standard Plans dated **March 2009** (Issued Separately)

## PROGRESS CLAUSE

The Owner anticipates that construction can begin no earlier than 10 calendar days after award or as directed by the Engineer.

In no case shall any work be commenced prior to receipt of formal notice of award by the Department.

The Contractor shall submit a detailed and signed MDOT Form 1130 Progress Schedule in accordance with Sections 101.03 and 108.05.A, Progress Schedule of the 2020 MDOT Standard Specifications for Construction.

The Progress Schedule shall include, at minimum, the controlling work items for the completion of the project, as well as the planned dates or workdays that these work items will be controlling operations. All contract dates including open to traffic, project completion, interim completion, and any other controlling dates in the contract, must be included in the progress schedule.

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

The Project shall be completed in its entirety including final site restoration and clean-up within **180 calendar days**, inclusive of rain and snow days. Calendar days will be charged on whichever date is earlier: the date of commencing work, or the date established on the approved Project Schedule as the "Start Date".

The Contractor is required to remove all equipment and traffic control devices no later than November 30, 2024, for any work performed in 2024. No additional compensation will be paid for the remobilization of equipment and reinstallation of traffic control devices. All equipment and traffic control devices on a given street must be removed within seven (7) calendar days of completion of work on that street.

After award of the project and prior to the established start date, the Contractor must attend a pre-construction meeting with the Engineer. The Engineer will determine the day, time, and place for the pre-construction meeting. The meeting will be conducted after the project has been awarded and may be rescheduled if there are delays in the award of the project. The named subcontractor(s) for Designated and/or Specialty Items, as shown in the Proposal, shall be required to attend the pre-construction meeting if such items are determined to be critical and could impact the work schedule.

Liquidated damages shall be assessed in accordance with Section 108.10 of the 2020 Standard Specifications for Construction.

**CITY OF DETROIT**  
**SPECIAL PROVISIONS**

**DET: PAL**

**1 of 3**

**02-04-20**

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

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

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

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

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

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

As of July 1, 2021, the DWSD current fees include a permit fee of \$650.00 per day and an unmetered commercial usage fee of \$2,388.68. These fees are subject to change. For more information, contact DWSD at (313) 267-8000.

**Removal of Miscellaneous Structures:** The use of impact- or vibratory-type equipment for the removal of miscellaneous structures and removal of the other items called for in these Specifications and Plans referred to in Section 204 of the 2020 MDOT Standard Specifications for Construction will NOT be permitted at any time for work under this Contract, except when specifically authorized by the Engineer.

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

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

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

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

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

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

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

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

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

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

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

**Cleanliness of the Work:** The Contractor shall at all times keep the street pavement and right-of-way and any public or private premises temporarily occupied by him for purposes of work

under this contract free from accumulations of waste material or rubbish caused by the Contractor's employees or the work. This requirement shall apply to any streets in vicinity of the work which are affected by the Contractor's construction or hauling operations, as well as to streets in which the work is located. If the Contractor shall fail to keep any street cleaned of debris resulting from their operations, and therefore creating a public nuisance, they shall be notified in writing by the Engineer to clean the street and remove the nuisance immediately. If, within 24 hours after the receipt of such notice, the Contractor shall have failed to clean such street satisfactorily, the Engineer shall order the street cleaned by the Department of Public Works or such other agency as he shall designate, and all costs of such cleaning shall be paid by the Contractor.

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



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

**DET: PAL**

**1 of 5**

**02-06-22**

**General Requirements:** Traffic shall be maintained throughout the project in accordance with 2020 MDOT Standard Specifications for Construction, including any supplemental specifications, and as herein specified. All traffic control devices shall conform to the current edition of the 2011 (revised Sep 2013) Michigan Manual of Uniform Traffic Control Devices.

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

The Contractor must submit a Work Zone Traffic Control Plan to the Engineer in accordance with Section 104 of the 2020 Standard Specifications for Construction. At a minimum, the plan shall include the proposed ingress/egress locations for construction equipment and vehicles, traffic control devices that will be utilized to warn the motoring public of ingress/egress locations, and measures that will be taken to ensure compliance with the plan. No work shall begin prior to the acceptance of the Work Zone Traffic Control Plan. Additional time required to obtain an accepted Work Zone Traffic Control Plan shall not be cause for delay or impact claims. All costs associated with obtaining an acceptable plan, providing and executing all parts of the accepted plan including required traffic control devices, or resolving an incomplete or unacceptable plan shall be borne by the Contractor.

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

In the event of an emergency, the following specifications and restrictions are subject to change if traffic conditions indicate such a necessity.

Traffic specifications are to be with the work crews at all times.

**Maintenance of Traffic:**

- Walks, driveways, alleys, and entrances to buildings shall not be blocked.
- The required number of lanes shall be maintained by plating of pavement.
- The paved surface shall be free of stored equipment, excavated material, etc. during specified hours.
- Protection and temporary crossings shall be provided for pedestrians at all crossings. Pedestrian crossing will at a minimum meet the standards of the existing crosswalk.
- Conflicting sidewalk detours will not be allowed. Each sidewalk ramp may be closed for a period of 7 consecutive calendar days, after which the ramp must be reopened.
- All sidewalk ramp work, including backfilling the disturbed area must be complete prior to reopening the ramp. Sweep the sidewalk, the sidewalk ramp and surrounding area prior

to opening the sidewalk ramp to pedestrians. Payment for this work is included in the cost of the sidewalk and/or sidewalk ramp items placed.

- Maintain pedestrian access at all times. Provide safe passage within the right-of-way around the work area for pedestrians where portions of sidewalk are being replaced. Disable and cover pedestrian signal heads and push buttons in accordance with the MDOT Standard Specifications for Construction when crosswalks are closed to pedestrian traffic. Sign quantities are included for posting pedestrian detours.
- Protection and temporary driveway access to residents and businesses shall be provided and maintained within 24 hours of disturbance, ensuring access to the property or as directed by the Engineer.
- "Driveway Open" signs shall be placed at each driveway during construction.
- Protection and temporary driveway access to residents and businesses shall be provided and maintained as directed by the Engineer.
- The Contractor shall notify local businesses a minimum of 48 hours prior to the implementation of any lane closures, weekend closures and major traffic shifts.
- The Contractor shall notify the Engineer, the Michigan Department of Transportation and the Detroit Police and Fire Departments patrolling the area three (3) business days prior to making any lane closures or traffic switches.
- The Contractor must coordinate his operations with contractors performing work on other projects within or adjacent to the construction influence area.
- The Contractor shall be required to coordinate the work with the curbside garbage pick-up within the construction influence area.
- Steel plates, 3/4 inch thick, of sufficient size, shall be furnished and installed by the Contractor to cover paving cuts and to provide crossings over trenches. No separate compensation will be made to furnish, install, maintain and remove these steel plates when no longer needed. The cost for this material and work shall be incidental to the project.
- Plates shall be bedded in Cold Patch so as to avoid rocking and the noise resulting therefrom and shall be firmly anchored by spiking into the existing pavement.
- Approved HMA material, shall be used at the ends of the plates to eliminate bumps in traffic lanes. The cost of the HMA and placement of same shall be considered incidental to the work.
- The spikes shall have a minimum length of three (3) inches and shall be driven not closer than twelve (12) inches from the edge of a trench up to three (3) feet deep or two (2) feet from the edge of a trench greater than three (3) feet deep.
- For trenches wider than four (4) feet, the Contractor shall submit a method of bridging to the Engineer for approval. All bridging shall be of a design that will satisfactorily carry an HS-20 truck loading across the opening smoothly, safely, and without undue noise.

**Signing and Traffic Control:** The Contractor shall furnish and install all signing necessary for the maintenance of traffic. Traffic control devices shall conform to the current edition of the 2011 Michigan Manual of Uniform Traffic Control Devices, Part VI, Construction and Maintenance; the Michigan Department of Transportation Maintaining Traffic Safety Typical Standards: M0020a, M0030a, M0040a, M0050a, M0110a, M0140a, M0240a, WZD-100-A and WZD-125-E; and/or the City of Detroit, Department of Public Works Standards on Maintenance and Utility Signing as applicable.

Pedestrian traffic shall be maintained using Michigan Manual of Uniform Traffic Control Devices details as shown in Figures 6H-28 and 6H-29 with the following exceptions: use pedestrian detour signs and utilize "Pedestrian Type II Barricade, Temp".

When reconstructing ADA ramps, no more than one quadrant shall be reconstructed at a time at the same intersection unless a signed pedestrian detour is in place. When working on ADA ramps, the quadrant of the ADA ramp reconstruction shall be closed off from pedestrians with pedestrian type II barricade, pedestrian type II channelizer and temporary fencing to seal the reconstruction area off from pedestrians or as directed by the Engineer.

Contractor shall maintain access to businesses at all times or as directed by the Engineer.

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

Temporary "No Parking" signs, example below, shall be placed in the anticipated work zone at least 24 hours and not more than 48 hours prior to construction activities. The contractor shall employ a licensed and bonded towing company to move cars to a nearby location at no cost to the car owner. In areas where metered parking or parking kiosks exist, the Contractor shall coordinate with the City of Detroit Police Department and Municipal Parking Department to bag parking meters and kiosks and identify areas where cars can be relocated if they need to be towed from the work area. The cost for this service shall be included in the cost for pay item Minor Traffic Devices.



**CONSTRUCTION INFLUENCE AREA (CIA)**

**Construction Influence Area (CIA):** The CIA shall include the area within the right-of-way of the street or streets listed in the contract and/or the cross streets within the limits of the construction staging.

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

**Time Restrictions:** Maintaining traffic requirements and hourly restrictions are subject to change by the Engineer.

Maintain the full pavement width of all project streets between 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. Monday through Friday, and one lane of thru traffic in each direction for all other hours.

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

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

- Downtown Hoe Down
- Freedom Festival
- Annual Detroit Electronic Music Festival
- Chrysler Jeep Detroit APBA Cup
- African World Festival
- Ford Detroit International Jazz Festival
- Ford Field Special Events and Home Games
- Comerica Park Special Events and Home Games
- Little Caesar's Arena Special Events and Home Games
- North American International Auto Show
- Detroit Free Press Marathon
- Tour de Troit
- Summer in the Parks
- Downtown Street Eats

Work shall be suspended by the Engineer at any time traffic is being unduly hampered or delayed. In general, traffic is expected to be unduly hampered from 7:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m. weekdays. These hours may be adjusted by the Engineer.

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

**Barricades:** Plastic Drums, High Intensity, and Barricade, Type III, High Intensity, Double Sided, Lighted necessary for traffic control and public safety shall be furnished and erected by the Contractor. All traffic control devices and their usage shall be in accordance with Part 6 of the Michigan Manual on Uniform Traffic Control Devices (MMUTCD) and MDOT Maintaining Traffic Typical M0020a, M0040a, M0110a and M0140a and any other applicable.

**Warning Lights:** Battery operated warning flashers shall be used on all barricades in accordance with the current edition of the 2011 (revised Sep 2013) Michigan Manual of Uniform Traffic Control Devices and any recent changes to special provision regarding battery operated warning lights.

**Temporary Signs:** The Federal Highway Administration (FHWA) requires that all signs be NCHRP 350 crashworthy. The Contractor shall submit the FHWA approved details for the temporary sign supports used on the project and have approval by the Engineer before the start of work.

**Stage Construction:** The traffic control required by this Special Provision for work on various streets in the contract and adjacent roadways is based on the current edition of the 2011 (revised Sep 2013) Michigan Manual of Uniform Traffic Control Devices. At the discretion of the Engineer, the Contractor may be requested to conduct construction activities in certain segments of the project at such times that coordinates with adjacent property owner uses and activities. The Contractor shall submit for review and approval by the Engineer a sequence of operation/staging plans to complete the work by the specified completion date. The adjustments or changes in the staging of construction to accommodate property owners shall not be paid for separately and shall be included in the overall project cost.

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

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

Payment for providing and maintaining driveway access and pedestrians crossing, temporary No Parking Signs, ¾ inch steel plates, plates bedding, spikes will not be paid separately, but shall be included in other pay items.

Any equipment required for nighttime operations shall be included in the cost of the work items being placed. All costs of additional signing or maintaining traffic devices required to expedite the construction will be borne by the Contractor.

No additional compensation will be paid for remobilization of equipment and reinstallation of traffic control devices after seasonal shutdown.

**CITY OF DETROIT**  
**SPECIFICATIONS**  
**FOR**  
**LIMITATIONS OF OPERATIONS**

DET: GJM

Revised: 1-04-16

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

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

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

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

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



**CITY OF DETROIT**  
**NOTICE TO BIDDER**  
**FOR**  
**UTILITY COORDINATION**

**DET: PAL**

**1 of 3**

**02-06-2022**

The Contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.08 of the 2020 Michigan Department of Transportation (MDOT) Standard Specifications for Construction. In addition, for the protection of underground utilities, the Contractor shall follow the requirements in Section 107.12 of the 2020 MDOT Standard Specifications for Construction. Contractor delay claims, resulting from a utility, will be determined based upon Section 108.08 of the 2020 MDOT Standard Specifications for Construction.

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

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

NAME AND ADDRESS OF OWNER

KIND OF UTILITY

Miss Dig  
Call three (3) working days before you dig  
811  
(248) 370-6400  
(800)-482-7171

All Underground Utilities

City of Detroit  
Public Lighting Authority  
400 Monroe Street, Suite 485  
Detroit, MI 48226  
Direct: (313) 324-8058  
Office: (313) 324-8291  
A. Benjamin Barker  
abarker@pladetroit.org

Street Lighting and Traffic Signals

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

Water Mains & Sewers

NAME AND ADDRESS OF OWNER

KIND OF UTILITY

City of Detroit  
 Traffic Engineering, D.P.W.  
 2633 Michigan Avenue  
 Detroit, MI 48207  
 General: (313) 224-1610  
 Fax: (313)224-1304  
 Ahmad Fawaz (313) 224-1267  
[fawaza@detroitmi.gov](mailto:fawaza@detroitmi.gov)

Pavement Markings and Signs

Kirit Patel (313) 628-5641  
[patelki@detroitmi.gov](mailto:patelki@detroitmi.gov)

Traffic Signals

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

Sign Removals & Installations

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

KNOX Boxes and Fire Hydrants

City of Detroit  
 Detroit Police Department  
 1301 3<sup>rd</sup> Street  
 Detroit, MI 48226  
 General: (313) 596-2200  
 Fax: (313)596-1450  
[publicinfo@detroitmi.gov](mailto:publicinfo@detroitmi.gov)

Police Call Boxes

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

Electric and Gas

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

NAME AND ADDRESS OF OWNER

KIND OF UTILITY

AT&T  
17651 Michigan Ave,  
Dearborn, MI 48126  
Joe Raczak  
Legal Mandate Engineer  
Office: (313) 240-5314  
Cell: (313)682-8916  
[JR1983@att.com](mailto:JR1983@att.com)

Telephone  
For adjusting Frames and Covers

or  
Mark Branam  
OSP Engineer - Metro South  
Office: (313) 240-5390  
Cell: (734)218-1507  
[MB6352@att.com](mailto:MB6352@att.com)

AT&T requires 30 days advance notice to procure an adjustment Contractor and Materials. Our Contractors require 5 business days advance notice prior to adjusting frames and covers.

Detroit Thermal LLC  
3575 E Palmer St  
Detroit, MI 48201  
Paul Razo  
Steam Distribution Supervisor & Planner  
Office: (313) 962-1430  
Cell: (313) 999-1721

Steam Lines

Douglas Jablonski  
Steam Distribution Manager  
Office: (313) 921-1969  
Cell: (313) 300-7358

**CITY OF DETROIT**  
**SPECIFICATIONS**  
**FOR**  
**WORKING AREA AND PROJECT CLEANUP**

**DET: GJM**

**1 of 1**

**12-07-15**

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

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

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

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

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

**CITY OF DETROIT**

**SPECIFICATION  
FOR  
MOBILIZATION**

**DET-SRB**

**1 of 1**

**08-25-2023**

**Description:** This specification covers the preparatory work and operations, and movement of equipment, materials and personnel to the construction sites in the City of Detroit. The work covered shall be as specified in the Michigan Department of Transportation 2020 Standard Specifications for Construction, Section 110.0

The word "Department" in the body of the MDOT Specification shall mean "The City of Detroit".

The City will specify on the bid form a maximum percentage amount for **Mobilization, Max (percent)** of the total contract bid amount. The amount entered into **Mobilization, Max (percent)** on the bid form will be included in the total bid amount.

**Measurement and Payment:** In accordance with Section 110.04.

Pay Item

Pay Unit

Mobilization, Max (percent)

Lump Sum

**CITY OF DETROIT**  
**SPECIAL PROVISION**  
**FOR**  
**OVERBAND CRACK FILL**

1 of 2

DET: SRB

08-25-2023

**Description:** This work shall be in accordance with Section 502 of the 2020 MDOT Standard Specifications for HMA Crack Treatment. This work consists of treating cracks in HMA surfaces using an overband process.

**Materials:** Provide materials in accordance with Section 502.02.B of the 2020 MDOT Standard Specifications for Construction, for overband crack fill.

**Construction:** The construction of overband crack fill shall be in accordance with Section 502.03 of the 2020 MDOT Standard Specification for Construction. Work shall be considered stand alone overband crack fill.

The Contractor shall post temporary “No Parking” signs in advance of work per the Special Provision for Maintaining Traffic.

The Contractor shall schedule the overband crack fill operation so that the entire width of the roadway in one direction of travel is crack filled between the road terminus limits before switching over to the other side. The Engineer will determine whether crack seal is required within intersections depending on the pavement conditions.

If the existing pavement markings are obliterated as a result of the crack treatment work, temporary pavement markings shall be placed before the roadway is opened to traffic at the Contractor's expense.

The Contractor shall be responsible for areas that are obstructed by vehicles or any other temporary conditions preventing pavement from being crack sealed. Contractor shall be required to return to these locations to complete crack sealing operations at no additional expense to the City. No payment shall be made for a road segment until required crack sealing has occurred, as determined by the Engineer, from curb to curb, or edge to edge, for that segment.

**Method of Measurement and Basis of Payment:** The completed work, as described, will be measured and paid for at the contract unit price using the following pay items:

<u>Pay Item</u>	<u>Pay Unit</u>
Overband Crack Fill, Roadbed, Modified - Residential Streets, 16-23 ftPvmt	Roadbed Mile
Overband Crack Fill, Roadbed, Modified - Major Streets, 24-40 ftPvmt	Roadbed Mile
Overband Crack Fill, Roadbed, Modified - Major Streets, 41-59 ftPvmt	Roadbed Mile
Overband Crack Fill, Roadbed, Modified - Major Streets, 60-90 ftPvmt	Roadbed Mile



**Overband Crack Fill.** The Engineer will measure **Overband Crack Fill, Modified \_\_\_\_** along the centerline of each roadway. This measurement includes traffic lanes, auxiliary or parking lanes, and any adjacent paved shoulders. For boulevards, median spaces will not count towards width measurements. Fully separated boulevards will be measured as separate roadways.

The unit prices for **Overband Crack Fill**, of the type required, include the cost of preparing and filling cracks using the overband method, providing the required documentation, corrective work, and temporary traffic markings.