



DATE: July 1, 2003

**ITB-COT 03-12**

Sealed proposals for the City of Troy **SIDEWALK REPLACEMENT AND INSTALLATION PROGRAM** will be received by the City of Troy at the office of the City Clerk, 500 W. Big Beaver Road, Troy, MI 48084 until **TUESDAY, JULY 22, 2003** at 2:00 PM, after which time they will be publicly opened and read in the Troy City Offices.

MARK ENVELOPES: **ITB-COT 03-12 SIDEWALK** ON THE LOWER LEFT-HAND CORNER.

The proposals will be for the Sidewalk Replacement Program as specified. Specifications are listed in the bid proposal form on file in the office of the City Clerk.

All bids shall specify terms and show delivery dates. The City reserves the right to reject any or all bids, to waive any informality in the proposal received, and to accept any proposal or part thereof, which it shall deem to be most favorable to the interests of the City.

#### **FURTHER INSTRUCTION TO BIDDERS**

1. Any and all bids submitted must be on the City of Troy bid proposal forms. If more than one bid is submitted, a separate bid proposal form must be used for each. Forms are enclosed, or obtainable at the Purchasing Department, Troy.
2. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful bidder with tax exemption certificates when requested.

The following exception shall apply to installation projects. When sales tax is charged to the successful bidder for materials to be installed during the project, that cost shall be included in the unit cost bid and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

3. All materials are to be F.O.B. delivered freight paid to the work sites.
4. If further information regarding this bid is required, please contact the Purchasing Department at (248) 524-3338.
5. VENDOR CHANGES OR ALTERATIONS TO BID DOCUMENTS INCLUDING SPECIFICATIONS MAY RESULT IN A BID BEING CONSIDERED NON-RESPONSIVE. The only authorized vendor changes to a bid document will be in the areas provided for a bidder's response, including the "Exceptions" section of the bid proposal. If a change or alteration to the documents is undetected and the bidder is awarded a contract, the original terms, conditions, and specifications in the Authorized Version of the bid document will be applicable during the term of the contract.

5. Continued

The City of Troy shall accept NO CHANGES to the bid document made by the Vendor unless those changes are set out in the "Exceptions" provision of the Authorized Version of the bid document. It is Vendor's responsibility to acquire knowledge of any change, modifications or additions to the Authorized Version of the bid document. Any Vendor who submits a bid and later claims it had no knowledge of any change, modifications or additions made by the City of Troy to the Authorized Version of the bid document, shall be bound by the bid, including any changes, modifications or additions to the Authorized Version. If a bid is awarded to a Vendor who claims that it had no knowledge of changes, modifications or additions made by the City of Troy to the Authorized Version of the bid, and that Vendor fails to accept the bid award, the City of Troy may pursue costs and expenses to re-bid the item from that Vendor. The Authorized Version of the bid document shall be that bid document appearing on the MITN with amendments and updates.

***The City of Troy officially distributes bid documents from the Purchasing Department or through the Michigan Intergovernmental Trade Network (MITN). Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from either the Purchasing Department or the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the sources indicated, it is recommended that you register on the MITN site, [www.govbids.com](http://www.govbids.com), and obtain an official copy.***

6. A successful bidder furnishing labor on City/public premises does agree to have his workers covered by Worker's Compensation, and furnish a certificate of insurance showing coverage for bodily injury and property damage and worker's compensation to Mr. Stephen Cooperrider, Risk Manager within 48 hours of a verbal request. The "Company Representative" does warrant that by signing the proposal document, the "additional insured endorsement" will be included in the Insurance Coverage supplied to the City as part of the specified requirements.
7. To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/ or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.
8. To the extent permitted by law, the City of Troy and the successful bidder waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, and the architect, architect's consultants, separate contractors, if any, and any of their subcontracts, subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this agreement or other property insurance applicable to the work. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged for this contract.

9. A cashier's check, certified check, or money order in the **amount of \$2,500.00** must accompany the bid to insure the bid. The two lowest unsuccessful bidders will have their bid surety returned after the bid award. ***BID BONDS ARE NOT ACCEPTABLE.*** The bid surety will be returned to the successful bidder upon submission of the specified acceptable Performance, Labor and Material Payment, and Maintenance Bonds in accordance with specifications. All other bidders will have their bid deposits returned within 72 hours after the bid has been opened.

#### SPECIAL INSTRUCTIONS

- All bidders are held to bid prices for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through project completion.
- Final bid results will be posted on the MITN website after award. Please register to see results - [www.govbids.com](http://www.govbids.com).



**CITY OF TROY  
 BID PROPOSAL**

**ITB-COT 03-12**  
 Page 1 of 7

The undersigned proposes to complete the **City of Troy Sidewalk Replacement and Installation Program** (which includes the sidewalk / driveway approaches replacement program) in accordance with the attached drawings and specifications, that are to be considered an integral part of this proposal, at the following prices:

The specifications contain the following sections:

- Instruction to Bidders (3 pages)
- General Conditions (20 pages)
- Supplemental General Conditions (2 pages)
- Turf Restoration (6 pages)
- Sidewalk and Approach Specifications (7 pages)
- Contract Forms (4 forms)
- Sample Insurance Certificate (1page)
- Location Address Lists (19 pages)
- Location Maps (4 pages)
- Public Act 57 (2 pages)

**PROPOSAL :**

The undersigned, as bidder, declares that he/she has examined the plans and specifications including related documents and the sites of the proposed work. Being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the bidder hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this Proposal is part.

**Proposal A:**

Section 18,35,8,2 and scattered locations for Sidewalk Replacement Program

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1.	Remove and Replace 4" Concrete	79,100 S. F.		
2.	Remove and Replace 6" Concrete	8,500 S. F.		
3.	Remove and Replace 8" Concrete	500 S. F.		
4.	Adjusting Drainage Structure	30 Each		
5.	Reconstruct Drainage Structure	20 Each		
6.	Reconstruct Sanitary Manhole	10 Each		
7.	Handicap Ramps	50 Each		
8.	Tree Root Grind	545 Each		
9.	Traffic Maintenance	Included		Included
10.	Soil Erosion Control	Included		Included
11.	Restoration	Included		Included
<b>Estimated Total Cost – Proposal A</b>			<b>\$</b>	

COMPANY NAME: \_\_\_\_\_

**Proposal B:**

Sidewalk Installation, locations not specified

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	Removing Trees 3" - 7"	EACH	2.0		
2	Removing Trees 8" – 18"	EACH	2.0		
3	Removing Sidewalk & Driveway Approaches	S.Y.	10.0		
4	Relocate Hydrant, If Needed	EACH	1.0		
5	Relocate Flag Pole, If Needed	EACH	1.0		
6	Relocate Sign & Posts, If Needed	EACH	1.0		
7	Remove and Replace Concrete Curb & Gutter, If Needed	L.F	20		
8	Class "A" Culvert, 12", If Needed	L.F.	10		
9	Adjust Drainage Structures	EACH	3.0		
10	Drainage Structure Covers	LBS.	2000.0		
11	Install Concrete Sidewalk, 4" as per specifications	S.F.	2000.0		
12	Install Concrete Sidewalk, 6" as per specifications	S.F.	3600.0		
14	Traffic Maintenance	LSUM	1.0		
15	Soil Erosion Control	LSUM	1.0		
16	Class "A" sod	S.Y.	335		
17	Watering Lawn Areas (1,000 Gallons/Unit)	UNITS	1.0		
18	Mowing Grass Areas	Times	4.0		
19	Restoration	Included			Included

<b>Estimated Total Cost – Proposal B</b>	\$ _____
<b>GRAND TOTAL – Proposal A and B</b>	\$ _____

Proposal B: **Locations not specified could be 5 feet or 8 feet wide. The unit prices will be used only if areas occur with sidewalk gaps; then, sidewalk installation will be required.**

The unit price for sidewalk installation shall include all earth excavation, embankment, tree trimming, brush and shrub removal, and any other material incidental to the project needed to complete the work.

**All items of work noted on the Drawings and/ or in the Specifications that are not specifically identified in the proposal shall be considered as included in the construction and shall be constructed at no extra cost to the City.**

**UNIT PRICES:**

Unit prices prevail. The City of Troy Purchasing Department will correct all extension errors.

**ESTIMATED QUANTITIES**

Quantities stated are estimated and are "good faith" estimates based on the City's past experience. The City will not be penalized for ordering more or less than the stated quantities. **The City will pay the quoted price during the entire contract period even if additional quantities are required.** The quantities stated will be used for award purposes.

**COMPANY NAME:** \_\_\_\_\_

**INSURANCE:** Insurance requirements shall be in accordance with the attached SAMPLE INSURANCE CERTIFICATE. The required Insurance Certificate must be submitted to Mr. Stephen Cooperrider, within 48 hours of a verbal request. The bid will not be awarded completely without this Insurance Certificate. The Insurance Certificate may be faxed to the City Offices [phone # (248) 526-5129], and is the only bid document accepted in this format.

( ) We can meet the specified insurance requirements.

( ) We cannot meet the specified insurance requirements.

( ) We do not carry the specified limits but can obtain the additional insurance coverage of \_\_\_\_\_ at the cost of \$\_\_\_\_\_.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

( ) Our bid is reduced by \$\_\_\_\_\_ if we lower the requirement to \_\_\_\_\_.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

**IMPORTANT:** A Certificate of Insurance on an ACORD Form showing present coverages **SHOULD** be attached to the bid document before submission of the bid proposal to the Office of the City Clerk.

**NOTE:** *Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this bid proposal being completed incorrectly. Upon verbal notification to submit an insurance certificate, the City of Troy reserves the right to withhold any bid surety for failure to comply with specifications. A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverages without purchasing the additional coverage prior to bid submission.*

**OTHER:** Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverages shall be with insurance carriers licensed and admitted to do business in Michigan and acceptable to the City of Troy.

**DESIGNATED CITY REPRESENTATIVES:**

Marina Basta-Farouk, Project Construction Manager, and Tom Rosewarne, the Streets Superintendent, are the designated City representatives for this project.

**ADDITIONAL INFORMATION:**

For additional information or questions concerning this project please contact:

- Marina Basta-Farouk at (248) 524-3595
- or Tom Rosewarne at (248) 524-3489

COMPANY NAME: \_\_\_\_\_

**BID DEPOSIT AND FORFEITURE:**

The bid deposit of the lowest bidder shall be forfeit if, after bid opening, a change in the bid price or other provision of the bid is required by the bidder that is prejudicial to the interest of the City of Troy or fair competition.

**AWARD:**

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, references, and the correlation of the proposal submitted to the needs of the City of Troy.

The City of Troy reserves the right to award this bid to the lowest responsible total bidder meeting specifications; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations.

**PRICES:**

Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through June 30, 2004. The contract may be extended through mutual consent of both parties for two (2) additional one-year periods within 90 days of contract termination.

**IMPORTANT:** A request by City staff to determine the successful bidder's interest in renewing the contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

The City can accept an increase at the beginning of the first option year and each year thereafter not to exceed the difference in the Consumer Price Index between the current year (as close to 12 months as possible) and the previous year as calculated on the CPI Inflation Calculator available on the Bureau of Labor Statistics website [www.bls.gov/cpi/home.htm](http://www.bls.gov/cpi/home.htm). The CPI Inflation Calculator uses the average Consumer Price Index for a given year. This data represents changes in prices of all goods and services purchased for consumption by urban households. For the current year, the latest month index value is used. The successful bidder must designate what portion of the contract (labor or materials) is causing the request for the increase. The City of Troy reserves to use the labor and/ or materials CPI for the Metro Detroit/ Ann Arbor area if deemed to be in its best interest instead of the general CPI Inflation Calculator.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_

**PROGRESS PAYMENTS:**

The City of Troy will consider a progress payment schedule for work as completed in accordance with specifications (See Supplemental General Conditions, page 1 of 2 and General Conditions, Section 7, page 12 of 20). The Streets Superintendent or Project Construction Manager will have final approval of the schedule as presented. No payments for work will be made until the designated City representative approves the work as complete in accordance with specifications. The City of Troy reserves the right to reject the payment schedule if deemed necessary, and determine the final schedule.

Proposed Payment Schedule: \_\_\_\_\_  
(Please submit an attachment identified as \_\_\_\_\_ if more space is necessary.)

COMPANY NAME: \_\_\_\_\_

**REFERENCES**

The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company

COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_

COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_

COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_

**PURCHASE ORDER:**

After the award has been approved by the Troy City Council, the successful bidder will be required to sign the Contract Form (provided in the Contract Documents Section). A Notice of Award letter will be sent immediately upon approval by the Troy City Council.

The purchase order issued in conjunction with the Contract Form from the City of Troy will create a bilateral contract between the parties and commit the successful bidder to perform the contract in accordance with specifications.

**COMPLETION DATE:**

A work schedule shall be provided to the Designated City Representative, Marina Basta-Farouk, Project Construction Manager and/or the Streets Superintendent, Thomas Rosewarne. The Designated City Representative, prior to the start of the work, shall approve the work schedule. His or her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. The contractor is required to start the project within 10 working days after notified to commence the work

**MICHIGAN CONSTRUCTION LIEN ACT:**

The bidder agrees that, if awarded the Contract(s) he/she will abide by all requirements of the Michigan Construction Lien Act (P.A. 1980, No. 497) as amended and effective March 1, 1982, and to provide full and complete Sworn Statements on Owner-approved forms.

COMPANY NAME: \_\_\_\_\_



**BOND SUBMITTAL:**

Subsequently, upon notice of award to the successful bidder, the Contractor shall qualify for, sign, and deliver to the City of Troy an executed Performance Bond, an executed Labor and Materials Payment Bond, and an executed **two year** Maintenance Bond secured by a surety company, acceptable to the City of Troy by being licensed to do business in Michigan, and be included on the U. S. Treasury Department Surety List and/or have a rating of A (-) or better by A. M. Best, and/or Standard and Poors, on standard AIA forms, each in the amount of one hundred percent (100%) of the contract sum. Attorneys-in-fact, who sign Performance, Payment, and Maintenance Bonds must file a certified copy of their power of attorney to sign such bonds. The Contractor shall pay the cost of all bond premiums.

**IMPORTANT:**

- ◆ **The quantities stated are estimated and are for award purposes only. The actual work may vary from this proposal. The Contractor will be paid only for the work that he/she does “at unit prices quoted” which may be more or less than the quantities shown on the proposal.**
- ◆ **The City of Troy reserves the right to change the quantity of work, provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed 25% of the contract. Should it become necessary to exceed this limitation, the change shall be a written, supplemental agreement between the Contractor and the City and approved by the Troy City Council.**

**The City shall have the right to require by written order, changes in, additions to, or deductions from the work required by the Contract Documents provided that if changes, additions, or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the Contract price, if any, because of any change, addition, or deduction in the work, shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the change, addition, or deduction. No claim for change, addition, or deduction, or adjusting of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of written order from the City specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the designated City representative before the commencement of the work. Where the written order diminishes the quality of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with.**

COMPANY NAME: \_\_\_\_\_

**SUBCONTRACTORS:**

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council (see Instructions to Bidders, Page 3 of 3).

**PUBLIC ACT 57:**

The contractor shall abide by all requirements provided in Public Act 57 (copy attached).

**NOTE:** Forms are attached that will be required to be completed for progress payments and final payment including *Contractor's Declaration, Contractor's Affidavit, and Final Waiver of Lien.*

**IMPORTANT:** PLEASE COMPLETE AND SUBMIT THE ATTACHED TWO FORMS AT THE TIME OF BID SUBMISSION. (Non-Collusion Affidavit and Legal Status Of Bidder)

COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
PHONE: (\_\_\_\_) \_\_\_\_\_ FAX NUMBER: (\_\_\_\_) \_\_\_\_\_  
REPRESENTATIVE NAME: \_\_\_\_\_ (Print)  
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_  
TERMS: \_\_\_\_\_ WARRANTY: \_\_\_\_\_  
CHECK INCLUDED: \_\_\_\_\_ COMPLETION: As Specified  
**Email:** \_\_\_\_\_

**EXCEPTIONS:**

Any exceptions, substitutions, deviations, etc. from the City of Troy specifications and this proposal must be stated below and reason for, and are an integral part of this bid.

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

**IMPORTANT:** All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law.

**NOTE:** The City of Troy, at their discretion, may require the bidder(s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

**U. S. FUNDS:** All prices are to be quoted in U. S. Currency.

**Legal Status of Bidder:**

**The Bidder shall fill out the appropriate form and strike out the other two:**

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A **corporation** duly organized and doing business under the laws of the State of \_\_\_\_\_ for whom \_\_\_\_\_, bearing the office title of \_\_\_\_\_, whose signature is affixed to this proposal, is duly authorized to execute contracts.

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A **partnership**, all members of which, with addresses, is:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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AN **INDIVIDUAL**, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

_____	_____
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**CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT**

TO WHOM IT MAY CONCERN:

\_\_\_\_\_, being duly sworn deposed, says that he  
(Print Full Name)

is \_\_\_\_\_. The party making the foregoing proposal or bid,  
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

\_\_\_\_\_  
SIGNATURE OF PERSON SUBMITTING BID

\_\_\_\_\_  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003\_\_ in and for \_\_\_\_\_  
\_\_\_\_\_ County.

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

City of Troy  
OAKLAND COUNTY, MICHIGAN

CONTRACT DOCUMENTS  
FOR  
CONSTRUCTION OF SIDEWALKS/  
DRIVEWAY APPROACHES AT

**SECTION 18,35,8,2  
AND  
SCATTERED LOCATIONS  
FOR  
SIDEWALK REPLACEMENT PROGRAM**

**City of Troy  
Oakland County, Michigan  
Instructions to Bidders**

PRICE BID

The prices shall cover costs of any nature, incidental to and growing out of the work, in explanation but not in limitation thereof, the prices stated in the proposal by the bidder shall include the cost of everything necessary for the performance and completion of this contract in the manner and time prescribed, including the furnishing of all material, tools, equipment, transportation, labor, supervision, all costs on account of loss by damage or destruction of the work, and unforeseen difficulties encountered for settlement of damages, of replacement of defective work and materials, and for all else necessary thereof and incidental thereto.

Alternates

Alternates may have been included in the Proposal for the offering of prices for certain combinations of the various sections of the work. Prices must be offered for any or all alternates. No unsolicited alternates will be considered.

ESTIMATE OF QUANTITIES

The estimated quantities for the several scheduled items of work involved in the execution of this Contract are as set forth in as much detail as is practicable on the proposal, and are to be used for comparison of the proposals received. The actual quantities may be greater or less. The City reserves the right to increase or decrease any or all of them, and the contractor shall be paid for the actual amount of work completed and accepted by the City at the prices stated in the proposal. The method of payment for the various items shall be described in the specifications.

NAME, ADDRESS AND LEGAL STATUS OF THE BIDDER

All proposals must be properly signed in ink and the address of the Bidder given. The legal status of the Bidder, whether corporation, partnership, or individual, shall also be stated in the proposal.

A corporation shall execute the proposal by its duly authorized officers in accordance with its corporate bylaws and shall also list the state in which it is incorporated. A partnership Bidder shall give all the names of the partners. Partnership and individual Bidders will be required to state in the *Proposal* the names of all persons interested therein.

The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state, must be given after his/her signature.

If the Bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venturer shall execute the proposal.

Anyone signing a proposal as an agent of another or others must submit with his/her proposal, legal evidence of this authority to do so.

#### POWER OF ATTORNEY

Attorneys-in-fact who sign proposals, bonds or Contracts must file with each a certified effectively dated copy of their power of attorney.

#### ADDENDA AND EXPLANATIONS

No verbal answers to inquiries regarding the meaning of the Drawings or Specifications or verbal instructions previous to the award of the Contract will be given. Any verbal statements regarding same by any person, previous to the award, shall be unauthoritative.

Explanations desired by Bidders shall be requested of the designated City representatives in writing, and if explanations are necessary, a reply will be made in the form of an Addendum, a copy of which will be forwarded to each Bidder whose work is affected. Every request for such explanation shall be in writing, addressed to the City of Troy Department of Public Works, Streets Division, 4693 Rochester Rd., Troy, Michigan 48085.

No inquiry received within seven (7) calendar days of the date fixed for the opening of Bids will be given consideration.

*Addenda* issued to Bidders prior to date of receipt of *Proposals* shall become a part of the *Specification*, and all *Proposals* shall include the work described in the *Addenda*.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda which, if issued, will be mailed to all prospective Bidders (at the respective addresses furnished for such purposes). Failure of any Bidder to receive any such Addenda shall not relieve such Bidder from any obligation under his/her Bid as submitted.

#### CONSTRUCTION CONDITIONS

Each Bidder shall visit the various sites of work and fully acquaint himself with conditions relating to construction and restrictions pertaining to the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Specifications.

It is also expected that the Bidder will obtain information concerning the available facilities for receiving, transporting, handling and storing construction equipment and materials, as well as any other local conditions that may affect this work.

The Bidder shall report any apparent omissions, errors or discrepancies in plans or specifications to the Designated City Representative(s) in ample time before the opening date.

The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve himself from any obligation with respect to his/her Bid or to the contract.

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

CONSTRUCTION CONDITIONS - CONTINUED

All materials and workmanship shall meet the City's specifications and standard details where and when applicable.

All work shall conform with the "Michigan Department of Transportation 1996 Standard Specifications for Construction" and the "Michigan Manual of Uniform Traffic Control Devices, Current Edition."

LOCATION OF CONTRACTOR'S YARD

Contractor shall provide his own site for a yard used for storage of equipment and materials for this project. City owned land will not be available for that purpose. If the contractor desires to locate his yard within the boundaries of the City of Troy, the right is reserved by the City to approve its location.

ROUTES TO BE FOLLOWED

Material supply and batch trucks, as well as other equipment, shall travel on streets designated by the City Ordinance as truck routes. The right to designate the route to be followed is reserved by the City.

SUBCONTRACT PROVISIONS

The Contractor shall list the name and address of the proposed Subcontractors and sub-subcontractors when required by the City. Approval of an Subcontractor or sub-subcontractors will not be given unless and until it is determined by the City that he/she is qualified to bid on the type and magnitude of work proposed and shall have executed a Subcontract or sub-subcontract in a form acceptable to the City.

The Contractor shall abide by the provisions set forth therein. Any item of work performed by other than the Contractor or approved Subcontractors will be considered as unauthorized and shall not be paid for under the provision of the Contract.

AVAILABILITY OF MATERIALS

The City reserves the right to withhold awarding of the contract to the lowest responsible bidder for a reasonable period of time so that the successful bidder can furnish certifications and other proof that he/she has made arrangements to obtain the necessary materials and that these will be available to him in sufficient quantities so that the work can be carried on and completed within the specified time limit.

ORDER OF WORK

The right to prescribe the order in which the work called for under this contract is to be done will be retained by the City.



**City of Troy**  
**Oakland County, Michigan**  
**General Conditions**

**Section 1. Definitions/Abbreviations**

Whenever in the Contract the following terms, pronouns, letters or abbreviations appear, their intent and meaning shall be interpreted as follows:

- a) A.S.T.M. - American Society for Testing and Materials
  - b) A.W.W.A. - American Water Works Association
  - c) M.D.O.T. - Michigan Department of Transportation
  - d) D.W.S. - Detroit Water and Sewerage Department
  - e) R.C.O.C. - Road Commission for Oakland County
  - f) O.C.D.C. - Oakland County Drain Commissioner's Office
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- A. **Contract** or **Contract Documents**: shall mean the agreement covering the performance of the work hereinafter defined, and payments therefore; including the Bid Proposal, Addenda, Instructions to Bidders, General Conditions, Executed Contract Form, Contract Bonds, Insurance, Specifications, Drawings, Supplementary Agreements, Supplementary Specifications, and Drawings; all of which documents are to be treated as one instrument whether or not set forth at length in the Form of Contract.
  - B. **City**: shall mean the City of Troy, Michigan, or its properly authorized agents and representatives.
  - C. **The Designated City Representative**: shall mean The Designated City Representative of the City of Troy, Michigan, or his duly authorized agents, assistants or representatives, limited to the specific duties assigned or entrusted to them.
  - D. **Inspector**: shall mean any representative of the Designated City Representative designated to inspect the work.
  - E. **Contractor**: shall mean the party of the second part contracting to perform the work covered by this Contract, or any part of it, his successor, assigns, or his duly authorized agents or legal representatives.
  - F. **Sub-contractor**: 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.
  - G. **Drawings** or **Contract Drawings**: are those listed in the Index to Specifications and Drawings with addends thereto.
  - H. **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.
  - I. **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 Designated City Representative.

### **Section 1. Definitions/Abbreviations - continued**

- J. **"Directed"**, **"Required"**, **"Approved"**, **"Designated"**, **"Established"**, **"Prescribed"**, **"Ordered"**, and words of like sense used in the Contract Specifications, or upon the Drawings, shall imply the direction, requirements, approval, designation, establishment, prescription, or order of the Designated City Representative.
- K. **"The Work"**: shall mean all structures, equipment, plant, labor, materials, and facilities or things now or later 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 sense shall mean the furnishing, installation, or doing thereof.
- L. **Or Approved Alternate**: shall mean approved alternate to or similar to the specific article, material, or equipment referred to in the Drawings or Specifications. The specific article, materials, or equipment mentioned shall be understood as indicating the type, function, minimum standard or design, efficiency and quality desired and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design, and efficiency. The Contractor shall comply with the requirements of the Contract Documents relative to the City's approval of materials and equipment before they are incorporated in the work. The Designated City Representative will review alternates that are submitted as part of this proposal. The decision made as to acceptability will be deemed in the City of Troy's best interest and will be final.

### **Section 2. Contract Documents, and Related Data**

- A. **Intent of Contract Documents**: The intent of the Bid Document / Contract documents is that the Contractor furnishes all labor, material and equipment necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work shown on the Drawings and described in the Specifications and all incidental work considered necessary to complete the project in a substantial and acceptable manner, and to fully complete the work, ready for use and operation by the City of Troy.
- B. **Errors and Corrections**: If the Contractor finds any discrepancies between the Drawings and Specifications and site conditions, any errors or omissions in the Drawings or Specifications, or if he/she wishes to question the materials or procedures prescribed, the Contractor shall stop work and immediately notify the Designated City Representative. The Designated City Representative shall review these conditions, and if he/she may deem it necessary, he/she shall direct changes to be made before the work is to continue. The Contractor shall not be allowed to take advantage of any such error, omission, or discrepancy, as full instructions will be furnished by the Designated City Representative, and the Contractor shall carry out such instructions as if originally specified. In no case shall the Contractor proceed with the work in uncertainty, and any work done by the Contractor after the discovery of any error, omission, or discrepancy, until authorized, will be at the Contractor's risk and responsibility.

## Section 2. Contract Documents, and Related Data – continued

- C. **Coordination of Specifications and Plans:** In case of discrepancy, figured dimensions shall govern over scaled dimensions and the parts of the contract will prevail over all other parts in the following order:
1. Special Provisions
  2. Supplemental Specifications
  3. Project Plans and Drawings
  4. Standard Plans
  5. Standard Specifications
  6. General Specifications
  7. General Conditions
- D. **Additional Instructions:** Further instructions may be issued by the Designated City Representative during the progress of the work by means of drawings or otherwise, to make more clear or more specific the Drawings and Specifications, or as may be necessary to explain or illustrate changes in the work to be done.
- E. **Copies of Contract Documents to be Furnished:** Except as provided for otherwise, all required copies of the Contract Documents and Drawings necessary for the execution of the work are available to the Contractor on the MITN e-Procurement site hosted for the City of Troy by Bidnet after registering as a vendor. After registration has occurred, contractors have the ability to download the bid documents.
- F. **Ownership of Contract Documents:** All original or duplicated Drawings and Contract Documents and other data prepared by the Designated City Representative shall remain the property of the City. They shall not be re-used on other work, but shall be returned to him/her on completion of the work.
- G. **Contract Documents at the Job Site:** One complete set of all Drawings and Contract Documents shall be maintained at the job site and shall be available to the Designated City Representative at all times.
- H. **Drawings and Specifications Cooperative:** The Drawings and Specifications are intended to be cooperative. They shall be construed as supplementary and explanatory each to the other, and any work called for in the Specifications and not particularly shown on the Drawings is to be regarded as included under this Contract.
- I. **Surveys:** The Designated City Representative shall furnish substantial stakes and marks conveniently placed showing the location and elevation of the various parts of the work, and the Contractor shall furnish such labor and assistance as the Designated City Representative may require in setting the stakes and marks. No work shall be undertaken until the Designated City Representative has set such stakes and marks. The Contractor shall take due and proper precautions for the preservation of these stakes and marks and shall see to it that the work at all times proceeds in accordance therewith. If it shall become necessary to replace any mark or stake due to failure of the Contractor to take proper precautions for its preservation, or because of the carelessness upon the part of his employees, or those of his sub-contractors or suppliers of materials, the City will replace them at a charge of fifty and no/100 dollars (\$50.00) for each mark or stake so replaced, and such cost will be deducted from the amount due the Contractor at the time of the final estimate.

### **Section 3. Relations Between City and Contractor**

- A. **The Designated City Representative's Responsibility and Authority:** The Designated City Representative shall have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have authority to reject all work and materials which do not conform to the Contract, direct the application of forces to any portion of the work, as in his judgment is required, and to decide questions which arise in the execution of the work.
- B. **The Designated City Representative's Decisions:** All claims of the Contractor shall be presented in writing to the Designated City Representative for decision that shall be made within a reasonable time. All decisions of the Designated City Representative shall be final except where time and/or financial considerations are involved.
- C. **Inspection of Work:** All materials and each part or detail of the work shall be subject to inspection at all times by the Designated City Representative, Inspector, or Agents of the Designated City Representative. The Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials, may include mill or plant inspection, and any materials supplied under these specifications is subject to such inspection. The Designated City Representative shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is necessary to make a complete and detailed inspection.
- D. **Contractor's Understanding and Responsibilities:**
1. **Understanding:** Unless otherwise 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.
  2. **Responsibilities:** The Contractor shall assume full responsibility for the work and take all precautions for preventing injuries to persons and property on or about the work.

**They shall bear all loss resulting to him because of:**

- a. the amount or character of the work.
- b. the conditions under which the work is done are different.
- c. the nature of the ground in which the work is done is different.
- d. the weather, floods, elements, or other causes.

### Section 3. Relations Between City and Contractor

#### D. Contractor's Understanding and Responsibilities: continued

##### 2. Responsibilities continued

**They shall assume the defense and save harmless the City and its individual officers and agents from all claims relating to:**

- a. labor provided and materials furnished for the work.
- b. inventions, patents, and patent rights used in doing the work.
- c. injuries to any persons or property, received or sustained by or from the Contractor, his agents or employees in doing the work or arising out of the work performed or to be performed.
- d. Any act or neglect of the Contractor, his agents or employees.
- e. The mention of any specific duty 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 any general liability or duty imposed on the Contractor by the contract documents.

- E. **Contractor's Supervision and Organization:** The work under this Contract shall be under the direct charge and direction of the Contractor. The Contractor shall give efficient superintendence to the work, using his best skill and attention. The Contractor shall at all times keep on the site of the work, during its progress, a competent superintendent and any and all necessary foremen and assistants.

The superintendent shall represent and have full authority to act for the Contractor in the latter's absence, and all directions given to him shall be as binding as if given by the Contractor directly.

On written request in each case, all such directions will be confirmed in writing to the Contractor. The Contractor shall have at all times during working hours, a representative authorized to receive and execute any and all orders, when given by the Designated City Representative; and such order, when given out and received by said representative, shall be deemed to have been given to and received by the Contractor.

- F. **Lands for Work:** The City shall provide the lands upon which the work under this Contract is to be done, except that the Contractor shall provide land required, and right of access thereto, for erection of temporary construction facilities and storage of his material and equipment.

- G. **Private Property:** The Contractor shall not enter upon private property for any purpose without first obtaining **written** permission and giving evidence of same to the City, and he shall be responsible for the preservation of all public property, trees, monuments, etc., along, within and adjacent to the street and/or right of way, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures and shall protect carefully from disturbance or damage, all monuments and property marks until the Designated City Representative or an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

### **Section 3. Relations Between City and Contractor - continued**

- H. **Removal of Tools, Equipment and Supplies after Completion:** At the termination of this Contract, before acceptance of the work by the Designated City Representative, the Contractor shall remove all of his equipment, tools and supplies from the property of the City. Should the Contractor fail to remove such equipment, tools, and supplies, the City shall have the right to remove them.
- I. **City's Right to Suspend Work:** The City shall have the right to suspend the whole or part of the work by written order whenever, in the judgment of the Designated City Representative, such suspension is required in the general interest of the City, or if the Contractor has not fulfilled his obligations under the Contract Documents. Upon receipt of the Designated City Representative'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 protect the finished and partially finished work. Work shall not be resumed until ordered in writing by the Designated City Representative.
- J. **City's Right to Correct Work:** If the Contractor should neglect to execute the work properly or fail to perform any provision of this Contract, the City, after three (3) days' written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- K. **Default of Contract:** When, in the opinion of the Designated City Representative, the work or any part of the work to be done under this Contractor has been abandoned, is unnecessarily delayed, or cannot be completed at the rate of progress, or within the time specified, or the Contractor is willfully violating any of the covenants of this Contract, or is carrying it out in bad faith, or has been adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, then the Designated City Representative shall so certify in writing to the City, and the City in writing may declare the Contractor in default and so notify him to discontinue the work.
- The City may then call upon the Sureties to complete the work, or may complete it by other means. The City may take over and use materials and equipment at the site of the work, and other materials and equipment used elsewhere for the work at the time of default, and may procure other materials, equipment and all else necessary for the completion of the work.
- The City may recover the cost of completing the work by deducting the amount thereof from any monies due or which may become due the Contractor under this Contract, and when such moneys are insufficient to pay said cost, the amount of said cost in excess of such monies shall be paid by the Contractor or by the Surety.
- L. **Contractor's Right to Stop Work or Terminate Contract:** If the work should be stopped under an order of any court or other public authority for a period of ninety (90) days, through no fault of the Contractor, or of anyone employed by him, then the Contractor may, upon seven (7) days written notice to the City and the Designated City Representative, stop work or terminate this Contract.
- M. **Right of Various Interests:** Whenever work being done by the City's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Designated City Representative, to secure the completion of the various portions of the work in general harmony.
- N. **Sub-contracts:** The Contractor shall, as soon as practicable after the signing of the Contract, notify the Designated City Representative in writing of the names of the sub-contractors proposed for the work and any other information as the Designated City Representative may require.

### Section 3. Relations Between City and Contractor

#### N. **Sub-contracts: continued**

The Contractor shall not employ any sub-contractor that the Designated City Representative, within a reasonable length of time, may object to as unfit or incompetent and sub-contractors may not be changed during construction of the work except at the request of or with the approval of the Designated City Representative.

The Contractor is responsible to the City for the acts and omissions of his sub-contractors, and of their direct or indirect employees, to the same extent, as he is responsible for the acts and omissions of his own employees. Nothing contained in the Contract Documents shall create contractual relations between any sub-contractor and the City.

- O. **Separate Contracts:** The Contractor shall cooperate with other contractors in regards to storage of materials and execution of their work and he shall properly coordinate and connect his work with theirs.

The Contractor shall inspect the work by other contractors, which may affect his work and shall report to the Designated City Representative any irregularities, which will not permit him to complete his contract in a satisfactory manner.

Failure to report such irregularities shall indicate that the work of the other contractors has been satisfactorily constructed so as to receive his work except as to defects, which may develop in the other contractor's work after the execution of his work. To insure proper execution of his work, the Contractor shall measure work already in place and shall notify the Designated City Representative of any discrepancy between the drawings and the erected work.

- P. **Examination of Completed Work:** At the Designated City Representative's request, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the completed work as directed.

If the Designated City Representative finds the work to be defective or non-conforming to the Contract Documents, the Contractor shall stand all expense of such examination, reconstruction and any time loss involved. If the work is found by the Designated City Representative to meet the Contract requirements, the additional work will be paid for in accordance with "**Measurements and Payment**" hereof, and if the completion of the work has been delayed thereby, a suitable extension of time shall be granted.

If the Contractor is required to remove or uncover completed work for examination due to his failure to give timely notice to the Designated City Representative of the readiness for such examination, the Contractor shall stand all expenses although the work is found to meet all Contract requirements.

- Q. **Work During Emergency:** In the event of an emergency endangering life, property, or the work, the Contractor shall provide and install all materials and equipment to alleviate the emergency condition. The Designated City Representative shall be notified as soon as possible but the Contractor shall not wait for instructions before proceeding to correct the emergency situation.

### Section 3. Relations Between City and Contractor

- R. **Emergency Calls:** Contractor shall furnish to the City a list, including telephone numbers, of his employees designated to receive emergency calls outside of regular working hours. These employees shall be authorized and equipped to take immediate action to remedy any hazardous situation in connection with the work that is reported to them by the Designated City Representative or Police Department of the City of Troy.
- S. **Contractor's Employees:** The Contractor shall employ only competent, efficient workmen and shall not use 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 Designated City Representative 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 employees 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.
- T. **Structures and Trees Adjoining the Work:** The Contractor shall assume full responsibility for the protection of all pavements, curbs, bridges, railroads, poles, and any other surface structures and all water mains, sewers, telephone, gas mains, and other underground services and structures along and near the work which may be affected by his operations, and shall indemnify, defend and save harmless the City against all damages or alleged damages to any structures arising out of his work.

The Contractor shall bear the cost of repair or replacement of any such structure damage as a result of his operations.

No trees or shrubbery of any kind shall be removed or destroyed by the Contractor without the written permission of the City, or as noted on the plans, and the Contractor will be held fully responsible for any damages caused by his work to adjoining trees and shrubs.

- U. **Maintenance of Service:** Drainage through existing sewers and drains shall be maintained at all times during construction. Any re-routing or reconstruction, which may be necessary, shall be done by a means approved by the Designated City Representative.

Safety precautions shall be followed at all times to prevent accidents to vehicular and pedestrian traffic. Signs, barricades, temporary roads, drives, and detour roads shall be maintained by the Contractor as directed by the Designated City Representative or indicated on the Specifications and Drawings.

In the event of the failure to comply with these provisions, the City may, with or without notice, cause the same to be done, and will deduct the cost of such work from any money due the contractor under this contract, but the performance of such work by the City, or at the City's insistence, shall in no way serve to release the Contractor from his general or particular liability for the safety of the public or the work.



#### **Section 4. Equipment, Materials and Workmanship**

- A. **Suitable Tools and Equipment:** The Contractor shall furnish all tools and equipment necessary to execute the work. Any tools or equipment that the Designated City Representative may deem unsuitable or insufficient for execution of the work shall be removed from the worksite and suitable equipment or tools shall be substituted by the Contractor as approved by the Designated City Representative.
- B. **Materials Furnished by the Contractor:** All materials used in the work shall meet the requirements of the various specifications and no materials shall be used until it has been approved by the Designated City Representative. The Contractor shall furnish all materials used for the work unless specifically indicated otherwise.
- C. **Storage of Materials:** The Contractor shall store his material and equipment upon or near the site, so disposed as to not interfere with:
1. work being done by the City
  2. work being done by other contractors employed by the City
  3. Existing street drainage
  4. Fire hydrants
  5. Access to or the use of public or private property
  6. Emergency access
  7. Traffic and traffic sight distance
- D. **Rejected Materials and Workmanship:** The Designated City Representative shall have the authority to reject defective materials or workmanship or require correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected materials shall be segregated, marked, and promptly removed from the site and replaced with proper materials.

If the Contractor fails to promptly proceed with the replacement of rejected material, and/or the correction of defective workmanship, the City may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost thereof against the Contractor.

- E. **Workmanship:** The work shall be performed in accordance with the best modern practice with materials and workmanship of the highest quality for the particular purpose or as specifically provided in the Contract Documents and Drawings. The Designated City Representative shall judge and determine the Contractor's compliance with these requirements.
- F. **Inspection and Testing of Materials:** Where called for in the Specifications, samples of materials, in the quantity named, shall be submitted to the Designated City Representative for approval. Where tests are required they shall be made at the expense of the Contractor, except as otherwise called for in the Specifications. For materials covered by A.S.T.M. or other standard specifications, unless otherwise stipulated, the required tests are to be made by the manufacturer and his certificate therefore submitted to the Designated City Representative.
- G. **Clean Up:** The Contractor shall remove from the City's property and all private property, at his own expense, all temporary structures, rubbish, and waste materials resulting from his operations.

## **Section 5. Insurance, Legal Responsibility and Public Safety**

- A. Contractor's:** Attached is a sample certificate of insurance. The contractor, if awarded the contract, must provide the insurance specifications contained on this certificate.
- B. Service Notice:** The address given by the Contractor in the proposal is hereby designated as the place where all notices, including letters and other communications, shall be served, mailed, or delivered. This place may be changed at any time by the Contractor by written notice to the City and its agents or representatives in charge of any part of the work. In addition, when the Contractor is a corporation, such notice shall be delivered to any of its officers and directors.
- C. Patent and Patent Rights:** The Contractor shall protect and save the City **harmless** against all claims and actions brought against the City by reason of any actual infringement upon patent rights in any material, process, machine, or appliance used by him in the work.
- D. Fair Employment Practices:** In accordance with the United States Constitution and all Federal legislation and regulations governing fair employment practices and equal employment opportunity, and including but not limited to, the Civil Rights Act of 1964 (P.L. 88-532, 78 state. 252) and in accordance with the Michigan Constitution and 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 parties hereto agree that they will not discriminate against any person, employee, consultant, sub-contractor or applicant for employment with respect to his or her hire, tenure, terms, conditions or privileges or employment because of his or her religion, race, color, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Further, the Contractor and sub-contractors agree to abide by all laws of the United States of America, the State of Michigan and the ordinances of the City of Troy. Breach of this covenant shall be regarded as a material breach of this Contract.
- E. Permits:** The Contractor shall secure, at no cost to the City, all permits and licenses necessary for the execution of the work.
- F. Protection of Work and Property:** The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all public property and private abutting property from injury and loss arising in connection with this Contract. He shall, without delay, make good any such damage, injury or loss, and shall defend and save the City harmless from all such damages or injuries occurring because of his work. He shall furnish and maintain all passageways, barricades, guard fences, lights and danger signals, provide watchmen and other facilities for protection required by public authority or by local conditions or as directed by the Designated City Representative, all at no additional cost to the City. The Contractor shall assume full responsibility of loss or damage to the work during the entire construction period resulting from caving earth and from storms, floods, frosts, and other adverse weather conditions, and from all other causes whatsoever not directly due to the acts or neglect of the City, including fire, vandalism, and malicious mischief, and shall turn the finished work over to the City in good condition and repair, at the time of the final estimate. For the purpose of this section, the decision of the Designated City Representative, with respect to existing conditions and for the need for corrective action by the Contractor, shall be final.

### **Section 5. Insurance, Legal Responsibility and Public Safety - continued**

- G. Sanitary Requirements:** The Contractor shall provide on site, suitable and adequate toilet facilities for the use of his employees. The facilities shall be maintained in a sanitary condition, frequently cleaned and disinfected and shall be promptly removed from the site at the end of the work. Any contaminated soil or material shall be removed and replaced with fresh, clean soil, and the site left in a clean, sanitary condition.

Committing of nuisance on the site is prohibited, and any employee who violates such provision shall be promptly removed from the site and shall not again be employed on the work without written consent of the Designated City Representative.

The Contractor shall at all times provide an abundant supply of pure fresh drinking water for his employees. He shall also caution his men against using other water, which may or may not be safe for consumption.

### **Section 6. Work Progress and Completion**

- A. Notice to Start Work:** When the City has executed the Contract, notice to start work shall be issued to the Contractor. He shall begin the work and complete the work within the time allotted in the Proposal unless otherwise directed in writing by the City.
- B. Contract Time:** The Contractor shall complete, in an acceptable manner, all of the work in the number of calendar days stated in the Proposal, or by the date of completion stated in the Proposal.
- C. Schedule of Completion:** The Contractor shall submit, at the beginning of the work, a schedule that will show the order in which he proposes to carry out the various parts of the work along with the estimated dates of start and completion of the various parts. Also, as requested by the Designated City Representative, the Contractor shall submit progress reports of the various parts of the work and of the entire work.
- D. Changes in the Work:** The City shall have the right to require by written order, changes in, additions to, or deductions from the work required by the Contract Documents; provided that if changes, additions or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the total contract price, if any, because of any change, addition, or deduction in the work shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the change, addition, or deduction. No claim for change, addition, or deduction, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of a written order from the City specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the Designated City Representative before the commencement of the work. Where the written order diminishes the quality of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with.

**Section 6. Work Progress and Completion - continued**

**D. Changes in the Work:** continued

Under circumstances, which, in the judgment of the Designated City Representative so necessitate, the Designated City Representative shall have authority to require, by written order, changes in, additions to, or deductions from the work as approved by the Troy City Council, if applicable.

It is understood and agreed that in case any change in, addition to, or deduction from the work is required, said change shall in no way invalidate the Contract and shall not affect or discharge the bonds furnished by the Contractor.

- E. **Extension of this Time:** If the Contractor is obstructed or delayed in the execution or completion of the work by reason of the neglect, delay or default of any other contractor having a contract with the City for adjoining or contiguous work, or by reason of any damage that may happen thereto by unusual action of the elements, or by reason of the abandonment of the work by employees in a general strike, or by reason of any delay on the part of the City in doing the work or furnishing the material for the work to be done, the Contractor shall have no claim for damages for any such cause or delay. He shall, however, be entitled to such extension of the time specified for the completion of the work as the Designated City Representative shall determine to be just and proper, provided however, that such claim for such extension of time is made by the Contractor in writing to the Designated City Representative within one week from the time when any such cause for delay occurs.
- F. **Partial Use in the Work:** The City shall have the right to use and place in use, any of the work as soon as the same is available, and such use shall not be considered as an acceptance of the work or any part thereof, nor shall it affect the maintenance period, where such period is called for.

**Section 7. Measurement and Payment**

- A. **Basis of Payment:** The City shall pay and the Contractor receive the prices bid in the proposal, or agreed upon, less any deduction for any uncompleted portion, based upon measurements made by the Designated City Representative or as otherwise herein stipulated, and such measurements shall be final and conclusive.
- B. **Request for Payment:** The Contractor shall submit to the City an invoice for each payment and shall submit a Contractor's Declaration declaring that he has not performed any work, furnished any material, sustained any loss, damage or delay, for any reason, including soil conditions encountered or created, or otherwise done anything for which he will ask, demand, sue for, or claim compensation from the City and, if required, shall submit receipts or other vouchers showing his payments for materials and labor, including payments to sub-contractors.
- C. **City's Right to Withhold Payment:** Should the City uphold the Designated City Representative's request to withhold payment caused by the Contractor's failure to comply with the written order of the Designated City Representative or with the Contract Documents or should the Contractor fail to provide satisfactory evidence that he has paid all claims of every nature, the City may withhold payment until such orders, requirements, or claims have been settled as approved by the City.

**Section 7. Measurement and Payment - continued**

- D. **Contractor's Responsibility for Payment:** Unless otherwise indicated in the Contract Documents, the contractor shall furnish all materials and service, and perform all work described by the Contract Documents. He shall pay for replacement of all survey bench marks, reference points and stakes provided by the owner; lands or easements procured by the Contractor, Insurance, Performance and Maintenance Bonds, royalties, and permits and licenses.
- E. **Payment for Uncorrected Work:** Should the Designated City Representative direct the Contractor not to correct damaged work or work which was not performed as required in the Contract Documents, an equitable deduction of payment shall be made to compensate for the uncorrected work.
- F. **Payment for Rejected Work and Materials:** Removal of work and materials rejected by the Designated City Representative and the replacement of acceptable work and materials by the Contractor shall be at the Contractor's expense, and he shall pay for replacing all work and materials of other contractors which may have been destroyed or damaged through the Contractor's faulty execution of his work as determined by the Designated City Representative.
- G. **Claims for Non-Specified Work:** No invoice or claim for non-specified work or material shall be allowed or paid unless the doing of such extra work or the furnishing of such extra material shall have been authorized in writing by the Designated City Representative after approval by the Troy City Council. The price for such work shall be determined by the actual cost, to which shall be added a percentage to be determined by mutual agreement between the Designated City Representative and the Contractor, to cover general expenses and superintendence profit, contingencies, use of tools, contractor's risk and liability insurance.
- Claims for extras (previously authorized in writing by the Designated City Representative) shall be presented for payment by the Contractor, as soon as practicable after completion of such extra work and before making up the final estimate.
- H. **City May Furnish Materials, Etc.:** The City may, at its discretion, furnish to the Contractor, any materials or supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance of percentage on account of materials or supplies or transportation so furnished.
- I. **Payment for Work Suspended by the City:** If the work or any part of the work shall be suspended by the City because the Contractor has not fulfilled his obligation under Contract documents, the Contractor shall not be entitled to additional compensation other than a possible extension of contract time as determined by the Designated City Representative.
- J. **Payment for Work Done by the City:** Correction of deficiencies in the work or removal of the Contractor's tools, materials, or equipment by the City shall be paid for by the Contractor or withheld from payments due the Contractor.

### **Section 7. Measurement and Payment – continued**

- K. **Payment for Work by the City, Following the City's Termination of the Contract:** Should the City terminate the Contract as specified in Section 3 (k), the Contractor shall receive no further payment until the work is completed. If the unpaid balance of the Contract price exceeds the expense of completing the work, including compensation for additional administrative and management services, such excess shall be paid to the Contractor. If such expenses exceed such unpaid balance the Contractor shall pay the difference to the City. The Designated City Representative shall certify the expense incurred through the Contractor's default.
- L. **Payment for Work Terminated by the Contractor:** Upon suspension of the work or termination of the contract by the Contractor, he may recover from the City payment for all work completed and any loss sustained upon any plant or materials and reasonable profit and damages as determined by the Designated City Representative.
- M. **Payment for Samples and Test:** Samples furnished by the Contractor shall be furnished at the Contractor's expense. The Contractor shall assume the costs for testing the samples as indicated in the various sections of the Contract Documents.
- N. **Final Payment:** No payment shall be considered as acceptance of the work or any portion thereof prior to the final completion of the work, and the payment of the final estimate.

Within ninety (90) days after the completion of the work under this Contract to the satisfaction of the City, in accordance with all and singular terms and stipulations herein contained, the City shall make final payment, from a final estimate by the Designated City Representative. Before final payment is made, the Contractor shall, as directed by the City, make a contractor's affidavit that he has paid all claims of every nature, or secured a release from the surety of sureties approving payment of final estimate by the City. The final payment, when made, shall be considered as final approval and acceptance of the completed work herein specified.

The acceptance by the Contractor of the final payment aforesaid shall operate as, and shall be, a release to the City and its agents, from all claim and liability to the Contractor for anything done or furnished, relating to the work, or for any act or neglect of the City or to any person relating to or affecting the work.

Any payment, however, final or otherwise, shall not release the contractor or his sureties from any obligations under the contract documents or the performance bond, maintenance and guarantee bond, or payment bond.

- O. **Correction of Defective Work After Final Payment:** The Contractor shall remove any defects due to negligence or defective materials or faulty workmanship that appear within two (2) years of the date of final payment, and shall execute the required Maintenance and Guarantee Bond.

### **Section 8. Construction Conditions**

- A. **General:** It is required that each bidder will examine the drawings and specifications for the work and make a personal examination of the site of the proposed work and its surroundings. It is also expected that he will obtain information concerning facilities for receiving, transporting, handling, and storing construction equipment and materials and other local conditions that may affect his work.

**Section 8. Construction Conditions - continued**

- B. **Health and Safety Requirements:** The Contractor shall comply with all Federal, State, and local laws and regulations governing construction methods and the furnishing and use of all safeguards, safety devices, protective equipment, and pollution controls.

It shall be the Contractor's responsibility to protect, as reasonably necessary, the life and health of all personnel on the job, the safety and health of the public, and to protect property during the construction of the project.

All current O.S.H.A. standards concerning trenching, excavation, etc. shall be strictly adhered to, including the current federal Confined Space Entry Standard.

The contractor shall use a steel trench box and whatever additional bracing and shoring that is required to protect the safety of the workers and at the same time keep the trench width as small as possible so as to minimize the damage to or the removal of trees, drive approaches, roadways, utilities or other things of value.

- C. **Sunday and Night Work and Normal Hours of Business:** The contractor should be aware of the City of Troy Ordinance, Title IX, Chapter 88, Public Nuisance, that limits working hours to be between 7:00 A.M. and 8:00 P.M., Monday through Saturday. Applying for a variance to this ordinance will be the responsibility of the contractor.

No Sunday and/or night work shall be done except in case of emergency or to protect life and property.

The following days are designated as holidays by the City:

**Good Friday**

**Memorial Day**

**Independence Day**

**Labor Day**

**Thanksgiving Day and the Day After**

**Christmas Eve Day and Christmas Day**

**New Year's Eve and New Year's Day**

- D. **Notice of Inspection:** The Contractor shall give the Designated City Representative written notice in advance of the manufacture and delivery of materials and beginning of construction for the purpose of proper and timely inspection. Materials may be inspected at the point of manufacture or upon delivery as the Designated City Representative may decide.
- E. **Tests and Sampling:** When specified that materials are to be tested, they shall be tested at the expense of the Contractor. The Contractor shall provide the necessary facilities for taking samples shall furnish samples and deliver them to the testing laboratories as the Designated City Representative may direct. Samples shall be prepared for testing by the Contractor, if so required. Unless otherwise specifically provided, materials and products shall be sampled and tested in accordance with the requirements of the American Society for Testing and Materials. The cost to the Contractor in connection with tests and sampling shall be included in the prices bid for the various items scheduled on the proposal, and no extra allowance will be made.

**Section 8. Construction Conditions - continued**

- F. **Soil Erosion Control:** The contractor shall make daily inspections for effectiveness of erosion and sediment control measures and any necessary repairs shall be made.

Erosion and sedimentation from work on these sites shall be contained on these streets and not allowed to collect on any off-site areas or in waterways. Waterways include natural and manmade open ditches, streams, storm drains, lakes, and ponds.

All erosion and sediment control work shall conform to standards and specifications of the City of Troy. The contractor will establish soil erosion control practices in early stages of construction. Sediment control practices will be applied as a perimeter defense against any transportation of silt off-site.

All sedimentation, which fills up ditches or culverts, or any drainage facility, as a result of this job, shall be removed. The cleaning out of this sedimentation shall be incidental to the contract with no extra payment being made.

Silt fence installation, as called for on the plans, shall be incidental to the project.

- G. **Dewatering:** The Contractor shall provide adequate dewatering facilities for removal and disposal of the water from drains, sewers, trenches, or other excavation which may interfere with the execution of the work. He shall also provide for dewatering bulk headed sewer sections as required by the Designated City Representative.

Should the ground in the working area contain an excessive amount of water so as to prevent proper construction of the work, the Contractor shall provide suitable well points and connections outletting into approved drainage ditches or areas in order to properly complete the work.

All dewatering facilities shall exit into drainage ditches or storm sewers as approved by the Designated City Representative. In no case shall the dewatering be executed so as to damage or interfere with public or private property. The Contractor shall receive no extra compensation for providing, maintaining or operating any dewatering or drainage facilities.



**Section 8. Construction Conditions - continued**

H. **Use of City Water:** Water for construction needs must be paid for by the Contractor. If an existing fire hydrant is utilized as a source of water, a permit must first be secured from the City of Troy Water Department.

The following procedure is to be followed at all times:

- a) All connections or alterations involving the shutting off of mains shall be done at night, subject to the approval of the Water Department, between the hours of 10:00 P.M. and 5:00 A.M. unless the Water Department specifically permits another time. The Contractor shall give notice to the persons whose service is to be shut-off, twenty-four (24) hours in advance. (Forms will be furnished).
  - b) In case of an emergency break in a water line due to construction operations, the Contractor shall be responsible for supplying water for immediate needs to those deprived of such service. Cost of repairs to breaks caused by irresponsible persons shall be borne by the Contractor involved.
  - c) The Contractor shall familiarize himself with the locations of the existing gate valves, and have them made easily accessible for emergency shut-off.
- I. **First Aid:** The Contractor shall at all times provide a satisfactory first aid kit at the job site. Emergency phone numbers for police, doctors, and emergency vehicles shall also be kept in the first aid kit.
- a) The Contractor shall keep on the job at all times all of the necessary equipment to shut the water off and to make immediate emergency repairs without undue delays.
  - b) The Water Department requires advance notice forty-eight (48) hours prior to any shutting off of the water mains.
  - c) The Water Department will always cooperate with any Contractor whose operations require water main shut-off. Failure to comply with the procedure stated above will only hinder and delay the Contractor's work.
  - d) The Water Department may be reached at the following telephone numbers between the hours of 8:00 A.M. and 4:30 P.M. Monday through Friday.

Daily: (248) 524-3370

Nights and Weekends: (248) 524-3477 (Police Department)

J. **Ventilation and Safety in Gas:** The Contractor shall provide positive and approved means for the detection of gas in existing sewers. If gas is encountered and cannot be removed by natural ventilation, ventilating equipment of sufficient capacity and suitable type to adequately and quickly dilute the gas shall be promptly installed and operated. In all work where gas is present, no open flame or other open light shall be used on the work. The Contractor shall be required to enforce a "no-smoking" ban on all workmen present.

**Section 8. Construction Conditions - continued**

- K. **Complaints:** The Designated City Representative will investigate all complaints received from property owners regarding work done by the Contractor, and shall also have the right to make investigations on his own initiative. If, in the opinion of the Designated City Representative, any work has not been done in accordance with this contract and specifications, he shall immediately so notify the Contractor, informing him of the nature of the defect, location, remedies desired and a time limit within which the defect may be corrected.

Should the Contractor fail to remedy the defect within the time allowed, the Designated City Representative may do so with the City forces and deduct the cost thereof from the amount due the Contractor at the time of final estimate; or the Designated City Representative may, in the alternative, notify the Contractor to stop all other work under this contract until the defect has been remedied. The City shall not be required to pay for any work done by the Contractor in violation of any such stop order, and the amount due for any such work shall be regarded as liquidated damages due to the City as a result of such breach of this Contract.

- L. **Preservation of Monuments or Tile Corners:** When monuments, permanent title markers, or street corners are encountered, the Contractor shall not disturb them without the approval of the Designated City Representative. He shall take every care to preserve their location. If directed by the Designated City Representative, he shall raise or lower them or enclose them in standard monument castings. When they occur within the sidewalk and pavement area, they shall be relocated or enclosed in monument boxes, as a part of the sidewalk and pavement construction, and no extra allowance will be made. Monuments, permanent title markers or street corners moved without permission of the Designated City Representative shall be relocated or replaced at the expense of the Contractor.
- M. **Maintaining Traffic:** Traffic shall be maintained by the contractor throughout the project, in accordance with Section 1.04.04 and 6.31 of the 1990 M.D.O.T. Standard Specifications for Highway Construction, and any supplemental specifications in the proposal.

The contractor shall coordinate this work with other contractors performing work within the construction influence area or adjoining areas to avoid conflicts in the maintenance of traffic, construction signing and to provide for the orderly progress of contract work.

The Contractor shall not allow mud to be tracked onto any public roadway. The Contractor shall cease working until weather conditions improve or shall make provisions to remove mud from the tires and tracks of his equipment prior to entering the public roadway. If mud is accidentally tracked onto a public roadway, it shall be removed immediately and the Contractor shall take immediate measures to prevent a second occurrence.

The Contractor shall notify the Police and Fire Departments of the City of Troy [Telephone: (248) 524-3477] whenever his construction work shall in any way interfere with the use of a street by fire or police vehicles. In cases of doubt, the City may, in the interests of public safety, notify the Police and Fire Departments, but such notifications shall in no way relieve the Contractor of his responsibility.

**Section 8. Construction Conditions - continued**

**M. Maintaining Traffic - continued**

At no time during construction of the work shall the Contractor block access to any hydrant, valve, or appurtenance of any public utility without consent of the Designated City Representative or the specific utility company involved. The cost of maintaining traffic and all signs, barricades, temporary drives, and roadways shall be incidental to the bid price unless a separate item is listed in the proposal.

**N. Maintenance of Existing Drainage:** The Contractor shall maintain in continuous and effective service all drains, sewers, and water courses encountered or interfered with during the progress of the work. If it becomes necessary to temporarily divert or obstruct the flow of any such water course, sewer, or drain, written consent must first be obtained from the Designated City Representative, and then the contractor shall assume full responsibility for any damages incurred therefrom.

**O. Existing Landscaping and Trees:** The Contractor shall protect and preserve all trees encountered during the work unless the drawings specifically indicate the necessity of their removal. Whenever necessary for the preservation of trees, the Designated City Representative shall have the right to direct the Contractor to tunnel under such trees. When called for on the drawings, the Contractor shall remove the trees completely, including the stump and the main roots.

Removal and protection of trees shall be incidental to the construction of the work, unless a separate item for this purpose is listed in the proposal.

Any shrubs, flowers, and lawns damaged by the Contractor during the construction of the work shall be replaced and restored by him at his own expense.

Removing of shrubs, bushes and trees smaller than eight (8) inches in diameter shall be incidental to the project.

Brush trimming, if needed, shall be incidental.

The burning of trees, stumps and brush is not permitted in the City of Troy.

**P. Utilities:** The Contractor shall protect, secure, and support existing pavements, driveways, sidewalks, curbs, poles, foundations, sewers, drains, gas mains, water mains, house services and any other surface or underground structures so as to avert their being damaged through his operations, and he shall repair or replace any damage caused through his operations, so that at the completion of the work the condition of existing surface and underground structures shall be as safe and permanent as it was before the Contractor commenced with his work.

The Contractor shall indemnify, defend and save harmless the City and the owner of the surface or underground structures against all damages or alleged damages to any such structures damaged as a result of his work.

## **Section 8. Construction Conditions - continued**

### **P. Utilities: continued**

The Contractor shall not start with his work until he has made diligent inquiry at the proper offices of the City, the utility companies, owners, and other authorities to determine the location of any underground structures. In accordance with the requirements of Act No. 53, Public Acts of 1974 of the State of Michigan, the Contractor shall use the Miss-Dig system to notify the owners of all underground utilities and provide a description, for each area in which he intends to do excavation work. This is for the purpose of the owners establishing the approximate locations of the utilities in the field.

The Contractor shall be responsible for verifying the location of all underground utilities, by magnetic or other type instruments and hand digging, before beginning excavation work.

The locations of all public utilities shown on the plans were taken from the best available records. The City of Troy will not be responsible for any omissions or variations from the locations shown.

Before starting construction, the contractor shall check with the utility companies on the location of the existing utilities and/or structures whether or not indicated on the plans.

All exploratory work required in locating existing water mains and utilities required for underground construction will be incidental to the project.

Contractor shall determine and evaluate the location of all the underground facilities in the area. If location stakes have been removed or do not appear correct, the contractor shall not excavate until all utilities concerned have had an opportunity to check their locations. Any delays incurred due to checking or re-staking of utilities shall not be a basis for additional compensation.

There may be other contractors working in or adjacent to this construction area. The contractor of this project must coordinate his work with all other contractors and utility companies.

There may be Detroit Edison, Ameritech, TCI Cablevision overhead lines or other fiber optic lines in the project area. Contractor must use caution during construction.

**City of Troy  
Oakland County, Michigan  
Supplemental General Conditions**

**1. Utilities Protection**

Before starting construction, the contractor shall check with the utility companies to ascertain for himself the location of all utilities, which might interfere with the work and shall give full notice to all organizations whose utilities will be affected by his operations. The contractor shall call Miss Dig.

**2. Construction Schedule**

Construction shall commence within ten (10) days of the "Notice to Proceed" and the project shall be partially completed in accordance with the accepted completion schedule. At the pre-construction meeting, a construction schedule shall be presented and approved by the City. This schedule shall show the approximate dates that each operation will commence and be completed at each location.

The contractor is responsible for scheduling of his labor and equipment and when bidding, shall include in his costs for these items a factor for delays due to weather, strikes, vandalism, unforeseen field conditions, and any other factors, which might delay or suspend his operations. Under no circumstances shall compensation of any type be allowed for loss of production.

**3. Included Work**

**All items of work noted on the plans or in the Specifications that are not specifically noted in the proposal shall be considered as included in the construction and shall be constructed at no extra cost to the City.**

**4. Payment and Quantities**

Payment shall be as follows: Ninety- (90) percent of the quantity for completed bid items will be paid as the work progresses. The City will hold the remaining ten- (10) percent upon completion of all restoration and final acceptance of the project.

A sworn statement, final waivers of lien from all suppliers and subcontractors and consent of surety will be required prior to release of final payment.

The quantities stated are estimated and are for award purposes only. The actual work may vary from this proposal. The contractor will be paid only for the work that he/she does "at unit prices quoted" which may be more or less than the quantities shown on the proposal.

The City of Troy reserves the right to change the quantity of work, provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed 25% of the contract total per year. Should it become necessary to exceed this limitation, the change shall be a written, supplemental agreement between the Contractor and the City after approval by the Troy City Council.

**5. Permits and Inspection**

No Sunday or Holiday work will be allowed unless specifically authorized in writing by the City of Troy.

The contractor shall obtain and pay for all charges relating to the issuance of permits and/or inspection from Oakland County Road Commission and any other agency requiring a permit and/or inspection. The contractor shall submit to the City, certificates of final inspection, approved by the outside agency. Any charges resulting from damaged facilities due to the lack of adequate notification and coordination with utilities and inspecting agencies shall be borne by the contractor.

**6. Field Stakeout**

The City will provide line and grade stakes, and control points for all new construction and utilities constructed in this contract at no cost to the contractor. Once the stakes are requested by the contractor and placed by the City, the responsibility for the protection of the stakes and control points is the contractors. The City will lath each stake. If any re-staking is required, the contractor shall pay the cost of the re-staking. Any invoices for re-staking, not paid within thirty (30) days, will be deducted from contractor payments.

The hourly rates charged by the City for services listed above are shown below:

Field Crew (2 Man)	\$ 116.00 Per Hour
Field Crew (3 Man)	\$ 138.00 Per Hour

The contractor shall notify the City at least seventy-two (72) hours in advance for construction stakes.

**7. Street Cleanliness**

The proper cleaning and maintenance for paved surfaces is imperative during the construction process. The contractor must maintain a clean paved surface as deemed appropriate by the City of Troy. All paved surfaces shall be swept just prior to the weekend, any holiday, extended delay in the construction process, or when determined necessary by the Designated City Representative.

To minimize the amount of dust and air pollution, the contractor is required to use an air-circulating street sweeper that not only sweeps the surface but also vacuums. The sweeper shall be equipped with the following:

- Debris hopper which can accommodate at least seven (7) yards of debris
- Blower with minimum of 8,000 CFM
- Dust control water system with a minimum of a 200 gallon water tank
- 36" gutter brooms
- Broom assisted pickup head
- Rotating beacons and two directional arrows at rear of sweeper

A rotary broom mounted on a tractor or truck is not an acceptable piece of equipment for sweeping paved surfaces.

Should the contractor not be able to provide this service, the City of Troy will provide the service and charge back the project. The City will provide two (2) sweepers and operators and will charge a three (3) hour minimum, @\$810 an hour for \$2,430.

**City of Troy**  
**Oakland County, Michigan**  
**Turf Restoration Specifications**

CONTRACTOR QUALIFICATION

1. The sub-contractor responsible for the turf restoration shall be licensed by the Michigan Department of Agriculture to handle plant materials.
2. During the restoration process the responsible sub-contractor shall have at least one employee who is experienced in seeding and sodding operations acting as foreman being responsible and supervising all employees engaging in the restoration project at all times.

REFERENCE STANDARDS

All materials and installation methods shall conform to the standard adopted by the American Association of Nurserymen.

1. Product Handling
  - A. Deliver and Storage
    - (1) Deliver all items to the site in their original containers all intact and legible at the time of Designated City Representative's inspection.
    - (2) Use all means necessary to protect all items before, during and after installation and to protect the installed of and materials of all other trades.
  - B. Replacement of Unsatisfactory Materials  
In the event of damage or rejection of materials, immediately make all repairs and replacements necessary to the approval of the Designated City Representative and at no additional cost to the City.

SCHEDULING

1. Fall seeding and/or sodding may be performed from August 15<sup>th</sup> until October 15<sup>th</sup>.
2. Dormant seeding may be used from October 15<sup>th</sup> to December 15<sup>th</sup>.
3. Spring seeding and/or sodding may be performed from the time the soil can be worked until June 1<sup>st</sup>.
4. Permanent seeding and sodding shall not take place between June 2<sup>nd</sup> and August 14<sup>th</sup>, unless agreed to by the City's Superintendent of Public Grounds.

EROSION AND SEDIMENTATION CONTROL

1. Temporary seeding and mulching for soil erosion control in accordance with Act 347 of the Public Acts 1972 Michigan, Soil Erosion and Sedimentation Control Act, may occur between June 2<sup>nd</sup> and August 14<sup>th</sup>.
2. Soil erosion control work may be performed by a contractor not licensed to handle plant materials.

Topsoil

Topsoil shall be black in color, fertile, friable, natural topsoil typical of the area. Materials shall be obtained from a well-drained site free of flooding. The contractor shall provide the Designated City Representative with the location of the mining site and shall be responsible for providing samples for testing. Should the Designated City Representative deem testing to be necessary the contractor is responsible for the cost of all testing. Topsoil shall be screened being free of extraneous matter i.e. roots of 5.5 to 7.5 and organic matter content of not less than five (5%) percent. Topsoil shall not be delivered in a muddy or frozen condition.

Topsoil shall meet the following mechanical analysis:

	<b>Passing %</b>	<b>Retain %</b>
1" Screen	100	0
½" Screen	97-100	0-3
No. 100 Mesh Sieve	60-40	40-60

SEED/SOD BED PREPARATION

1. Topsoil Filled Lawn Areas

- A. Grade lawn areas to finish grades, filling as needed or removing surplus topsoil and floating areas to a smooth, uniform grade as indicated on grading plans. All lawn areas shall slope to drain.
- B. Where no grades are shown, areas shall have a smooth and continual grade between existing or fixed controls (such as walks, curbs, catch basins, elevations at steps or building) and elevations shown on plans. Roll, scarify, rake and level as necessary to obtain true, even lawn surfaces.

All finish grades shall meet the approval of the Designated City Representative before area is seeded or sodded.

- C. Once grading operation is complete the top two- (2) inches of soil must be loosened just prior to the application of seed or sod.
- D. Lawn areas developed with existing in place topsoil.
  - (1) Existing topsoil shall be loosened to a minimum depth of four (4) inches. Soil will be tilled with a Roto-tiller, or any other implement that will loosen existing soil to the required depth.
  - (2) All foreign matter, stones, rocks (larger than one- (1) inches in diameter any dimension), stumps, roots, sticks, and plants will be removed from the top two- (2) inches of the soil.
  - (3) Grade lawn areas to finish grades, filling as needed or removing surplus soil and floating areas to a smooth, uniform grade as indicated on grading plans.
  - (4) All lawn areas shall slope to drain.



SEED/SOD BED PREPARATION

- D. Lawn areas developed with existing in place topsoil - continued
  - (5) Where no grades are shown, areas shall have a smooth and continual grade between existing or fixed controls (such as walks, curbs, catch basin, elevations at steps or building) and elevations shown on plans. Roll, scarify, rake and level as necessary to obtain true, even lawn surfaces. Where new sod abuts existing turf, the topsoil shall be installed one (1) inch lower than the existing ground so that no step is created. All finish grades shall meet approval of the Designated City Representative before grass seed is sown or area is sodded.
  - (6) Upon completion of grading process, top two (2) inches of topsoil shall be loosened just prior to application of sod or seed.
- E. Fertilization
  - (1) A commercial fertilizer with 5-20-20 fertilizer analysis shall be applied evenly over the lawn area at the rate of twenty (20) pounds per 1,000 square of lawn area and thoroughly incorporated into the first two (2) inches of topsoil. Fertilization of seedbed shall take place within ten (10) days of the seeding or sodding operations. All fertilizer delivered to the site shall be in labeled bags indicating manufacturer's guaranteed analysis.
  - (2) Fertilizer stored on site shall be protected from the elements at all times.

Seeding Operation

- 1. Seed shall be sown with either a cyclone type spreader or with a brilliant type seed. Grass seed shall be applied evenly over the lawn area at the rate of 200 pounds of seed per hectare.  
  
It is required that seed sown with a cyclone type spreader shall be raked after the seed is spread incorporating the seed into the top one and one-half (1½) inches of topsoil.
- 2. The grass seed shall be fresh clean, new crop seed. The contractor shall furnish the Designated City Representative with the dealer's guaranteed statement of the composition of mixture and the percentage of purity and germination of each variety. The seed mixture shall be formulated in the following manner:

Name	by Weight	Purity	Proportion	
				Germination
Adelphi Ky Bluegrass		30%	90%	90%
Falcon Tall Fescue		30%	90%	90%
Manhattan II Perennial Rye		0%	90%	90%
Annual Rye		10%	90%	90%

The weed content of the above-indicated mixture shall not exceed 0.03 of 1%.

#### MULCH MATERIAL AND OPERATION

1. Mulch material shall be non-toxic to vegetation and to the germination of seed, free from noxious weeds and weed seeds and shall be approved, prior to application, by the Designated City Representative. Hay is not a satisfactory mulching material and will not be allowed.
  - A. Straw: shall be stalks of wheat, rye, oats or other approved straw, and shall be air-dried, applied at the rate of two (2) tons per acre or one bale per 1,000 square feet.
  - B. Cellulose Fiber: shall be commercial manufactured and approved by the City. Mulch will not contain grass seed or fertilizer.
  - C. Straw shall be crimped into place mechanically to minimize blowing.
    - (1) Straw shall then be sprayed with a partial coating of emulsified asphalt SS-1, to minimize the affects of wind.
      - a) Emulsified asphalt SS-1 will not be applied unless special permission is given in writing by the Designated City Representative.

#### SOD AND SODDING OPERATION

1. Sod

Sod shall be nursery grown on a mineral soil, being a well rooted product at least two (2) years old with no more than five (5) percent weed or undesirable grasses. The product shall be uniformly cut with clean cut edges and a minimum thickness of one (1) inch. The sod shall be mowed at a height of no less than one and one-half (1½) inches or greater than two and one-half (2½) inches. The contractor will provide the City with a list turf species making up the sod blend for approval or disapproval.

  - A. Peat or muck sod is not acceptable.
  - B. Sod shall be in a moist condition at the time of cutting and shall be kept in a moist condition until it is placed.
  - C. All sod shall be transported in either a closed van or in open trucks properly covered.
  - D. Sod cut for more than 48 hours shall not be used without the approval of the Designated City Representative.

SOD AND SODDING OPERATION - CONTINUED

2. Installation

Sod shall be laid smoothly and solidly, edge to edge, with staggered joints and with the long dimension at right angles to the slope or water flow. The sod shall be firmly pressed into contact with the sod bed by tamping or rolling with approved equipment. A true smooth and even surface shall be provided. At slopes steeper than two- (2) foot run to one (1) foot rise, sod shall be fastened in place with suitable wooden pins to prevent erosion. Sod shall never be laid on frozen soil.

- A. Where grass must be restored in non-excavated areas, the existing earth shall be loosened to a depth of (4") inches and the top one (1") inch shall be removed where sod is to be placed.
- B. Metal staking pins shall never be used to hold in place on banks.
- C. Sod shall never be laid on frozen soil but should not be a factor in this project.

MAINTENANCE: WATERING, AND MOWING

1. Watering

Contractor will submit a watering schedule to the Designated City Representative for approval prior to the beginning of the restoration operation. It is understood that it may be necessary to adjust the approved schedule to fit moisture requirements necessitated by changes in weather conditions or climatic factors.

All watering shall be applied in the afternoon or at night. This enables the soil to absorb a maximum amount of water with a minimum of evaporation.

- A. Water should be applied to new seeded and sodded areas in a fine spray that will not wash the soil away from the base of young plants. It must be applied slowly so that the surface will not puddle and crust.
- B. Weekly inspections shall be made by the Designated City Representative to determine the moisture content of the soil, except when the soil is in a frozen condition.
- C. A thirty-day watering schedule is considered an acceptable standard. However, weather conditions can cause a variance to this time frame. It is therefore up to the Designated City Representative to determine final release to the contractor relative to watering. Any watering required by the City beyond this thirty-day period will be performed by the contractor at the unit price quoted in the bid document.

MAINTENANCE: WATERING, AND MOWING - CONTINUED

2. Mowing

Mow all grass areas at regular intervals to keep grass height from exceeding two and one half (2½) inches. Mower blades shall be set at one and one-half (1½) inches unless otherwise directed.

If, for reasons beyond the contractor's control, the height of the grass has exceeded two and one-half (2½) inches, the mower blades shall be raised so that at no time will more than one-half of the grass leaf surface be removed.

INSPECTION AND ACCEPTANCE

1. When the turf has been mowed a minimum of three times and a healthy/vigorous uniform catch of the specified grasses is established without evidence of excessive weed or crabgrass infestation the contractor shall submit a written request for inspection of lawn areas by the designated City representative.

A. No lawn will be considered acceptable that has bare spots or cover that is unacceptable totaling more than two (2) percent of any individual lawn area.

- (1) Unacceptable lawn areas include poor color, lack of vigor (willowy, minimal root structure, no stolons or rhizomes) high weed content or spotty coverage.
- (2) Any bare spot in a seeded lawn area with any dimension larger than one (1) square foot shall be re-seeded.
- (3) Any portion of a roll of sod that is dead with any dimension larger than one (1) square foot shall be replaced.

# City of Troy

## Sidewalk and Driveway Approach Specifications

### 1.0 Scope

These specifications shall govern the construction of all sidewalks, service walks, and driveway approaches within the public right-of-way in the City of Troy.

### 2.0 Dimensions

- 2.10 Thickness:** All public sidewalks shall be not less than four inches (4") thick and not less than six inches (6") thick across any residential driveway and not less than eight (8") thick across any commercial or industrial driveway. All residential driveway approaches shall be not less than six inches (6") thick. All commercial and industrial driveway approaches shall be not less than eight inches (8") thick. Sidewalk ramps shall be four inches (4") thick except the first slab adjacent to a roadway shall be six inches (6") thick.
- 2.20 Width:** All public sidewalks shall be not less than five feet (5') wide except those sidewalks identified to be a minimum of eight feet (8') in width on any plan for the area as adopted or accepted by the City Council. Driveway approaches shall be of the size shown on the attached detail drawing.

### 3.0 Materials

- 3.10 Cement:** All cement used in sidewalk and driveway approach construction shall be Air Entraining Portland Cement, Type I - A, A.S.T.M. Designation C - 150.
- 3.20 Fine Aggregate:** The fine aggregate shall meet all requirements of the current Michigan Department of Transportation Standard Specification for 2NS Natural Sand.
- 3.30 Coarse Aggregate:** The coarse aggregate shall meet the current Michigan Department of Transportation Standard Specification for 6AA Coarse Aggregate.
- 3.40 Water:** Water used in concrete shall be clean, free from oil, acids, strong alkalies or vegetable matter. If City water is used in the concrete, all necessary permits shall be obtained from the City Water Department.
- 3.50 Expansion Joints:** Expansion joints shall be constructed using preformed expansion joint filler, A.S.T.M. D 1751, not less than one-half inch (½") thick, the length shall be equal to the width of the slab and the depth equal to the thickness of the thickest slab.

One-half inch (1/2") expansion joints shall also be constructed wherever a sidewalk abuts a driveway approach and wherever sidewalk thickness changes. One-inch (1") expansion joints shall be constructed wherever sidewalk ramps or driveway approaches abut a concrete road or curb.

- 3.60 Curing Compound:** The curing compound shall be white membrane type A.S.T.M. C309, Type 2, Class B Vehicle. It shall retain at least 93% of the moisture for a period of three (3) days when tested according to A.S.T.M. Specifications Designated C 156.

#### 4.00 Concrete

- 4.10 Mix Composition:** Concrete for sidewalks and driveway approaches shall be M.D.O.T. Grade 35P. The concrete mix proportion shall be one (1) part cement, one and one-half (1-½) parts fine aggregate and two- (2) parts coarse aggregate measured by volume with a maximum of six (6) gallons of water per sack of cement. The water content may be reduced in proportion with the amount of water contained in the aggregates. Maximum slump of the mixture shall be three inches (3"). Concrete shall attain a minimum compressive strength of 3,500 p.s.i. after 28 days.
- 4.20 Cement Content:** The concrete shall contain not less than six- (6) standard ninety-four (94) pound bags of cement per cubic yard.
- 4.30 Air Content:** The total air entrained in the concrete shall be six and one-half percent (6-½ %) ± one and one-half percent (1-½ %).
- 4.40 Mixing Cement:** The materials shall be mixed in an approved mixing device for at least one and one-half (1-½) minutes prior to placing the concrete. Re-tempered concrete will not be permitted.
- 4.50 Transit Mixed Concrete:** All transit mix concrete suppliers must be approved by the City. The contractor must furnish a ticket to the inspector for each load of transit mix delivered, properly signed by the transit plant inspector, showing all required information, including water content, cement content, and the time the truck left the plant. Absolutely no water shall be added to the transit mixer after leaving the plant, without the approval of the inspector. Any water added shall be noted on the ticket.
- 4.60 Cleaning the Mixer:** In no case shall the mixer be flushed out onto the street pavement, in a catch basin or sewer manhole, or in any public right-of-way.

#### 5.00 Site Preparation

- 5.10 Grading:** All new walks and driveway approaches shall be placed only on a prepared sub-grade, smoothed and leveled to the grades established by the designated City representative. In clay soils the sub-grade shall be excavated two inches (2") below the sidewalk or driveway approach and filled with approved sand. In unsuitable soils, the unsuitable soil shall be excavated below the sidewalk or driveway approach to a depth determined by the designated City representative and filled with approved sand or aggregate. All sub-grade shall be thoroughly compacted and leveled to grade. Any existing sidewalk shall be removed except where grade will allow at least four inches (4") of sand fill to be placed over it.
- 5.20 Forms:** Forms shall be metal or wood and of an approved section. They shall be straight, free from distortion and shall show no vertical variation greater than one-eighth inch (1/8") in ten foot (10') lengths from the true plane surface on the top of the forms when tested with a ten foot (10') straightedge, and shall show no lateral variation greater than one-fourth inch (¼") in ten feet (10') from the true plane surface on the lateral face of the form when tested with a ten foot (10') straightedge. They shall be of the depth specified for the walk or driveway approach, and shall be securely held in place and true to line and grade.

**5.00 Site Preparation - continued**

**5.30 Slope:** Sidewalks shall pitch toward the street with a required cross slope of one-fourth inch (¼") per foot of width maximum. In no case shall the cross slope be less than three sixteenths inch (3/16") per foot of width. The longitudinal slope of sidewalks shall not exceed 5%. The longitudinal slope of sidewalk ramps shall not exceed 8.33%. The maximum vertical rise of any sidewalk ramp is thirty inches (30"). Therefore the maximum length of a ramp with an 8.33% slope is 30 feet (30'). A minimum five foot (5') by five foot (5') landing area must be provided between sidewalk ramps. Landing areas shall have a maximum 2% slope in any direction. All sidewalk ramps shall meet the requirements of the Americans with Disabilities Act and the Michigan Handicapper's Civil Rights Act.

**5.40 Line and Grade:** The City will establish line and grade for all sidewalks as is necessary for City projects. On private projects, the owner shall establish the sidewalk line and grade as approved by the City. This shall include establishment of the property line, adjacent to the sidewalk to be constructed, by locating existing lot corner irons and monuments or by the establishment of new lot corner irons and monuments by a professional surveyor. New lot corner irons and monuments shall bear the license number of the professional surveyor that performed the work.

Sidewalks shall be constructed in the public right-of-way or easement and shall be located one foot (1') from the right-of-way line or easement line.

**5.50 Property Markers:** All property stakes, irons, monuments, etc., shall be protected and shall not be moved without the written permission of the designated City representative and the property owner.

**5.60 Relocation of Existing Object:** In the opinion of the Designated City Representative, any existing objects or improvements which must be removed or relocated to facilitate the construction of a sidewalk or driveway approach, shall be removed or relocated at the owner's expense.

Such items to be removed or relocated shall include, but are not limited to, trees, ditches, drainage structures, culverts, fire hydrants, water service valves, utility poles, guy wires, street lights, and transformers.

**6.00 Construction Procedure**

**6.10 Construction:** All sidewalks and driveway approaches shall be constructed as required under Section 6.11 of the current edition of the M.D.O.T. Standard Specifications for Construction.

**6.20 Sub-grade:** Prior to placing the concrete, all debris, stones, unsuitable material, etc., shall be removed from the sub-grade. The sub-grade shall be moistened with water in such a manner as to thoroughly wet the material without forming puddles or pockets of water. No concrete shall be placed on frozen sub-grade.

**6.00 Construction Procedure - continued**

- 6.30 Placing Concrete:** After mixing, the concrete shall be deposited rapidly and continuously in the forms in such a manner as to avoid segregation and it shall be thoroughly tamped or vibrated so that the forms are entirely filled and the concrete thoroughly compacted. The slabs shall be poured in sections or blocks in one operation as a monolith.
- 6.40 Expansion Joints:** Expansion joints shall completely separate the sidewalk blocks perpendicular to the surface and at right angle to the edge at the following places:
- a) At the back of the curb and front edge of the sidewalks adjacent to each driveway approach and service walk.
  - b) At intervals not to exceed fifty feet (50') in all public sidewalks.
  - c) At the back of the curb where the ramps extend from the key flag to the street.
  - d) Between the key flag and any abutting sidewalk.
  - e) At any place where a sidewalk abuts an existing building.
  - f) At any other location the Designated City Representative may deem necessary.
- 6.50 Contraction Joints:** Contraction joints shall be placed at right angles to the edge of the sidewalk and perpendicular to the surface and at a depth of at least one-fourth ( $\frac{1}{4}$ ) the slab thickness with a minimum depth of one and one-fourth inches ( $1\frac{1}{4}$ "). Contraction joints for sidewalks shall be spaced at five feet (5') intervals. Contraction joints for driveway approaches shall be constructed as shown on the attached detail drawing.
- 6.60 Finishing:** The concrete surface shall be struck off to a plane surface with a straightedge.
- After the surface has been floated to an even surface, the contraction joint shall be cut and all slab edges rounded with a one-half inch ( $\frac{1}{2}$ ") radius edging tool that will finish to a width of two inches (2"). After the concrete has slightly set, a broom shall be brushed lightly across the surface at right angles to forms so as to impart a rough finish.
- 6.70 Curing:** A uniform film of white membrane curing compound as specified under Section 3.60 herein, shall be sprayed on the sidewalk or driveway approach within four hours (4) after placing the concrete, or as soon as the surface sheen evaporates, whichever occurs first.

**7.00 Protection of the Work**

- 7.10 Barricades and Lights:** The contractor will be responsible for placing all signs, lights, barricades, temporary walkways, etc., to protect the work, property, and public safety and convenience until the concrete is considered acceptable for use. If additional protection is necessary, the City will place the necessary protection with or without notice to the Contractor and bill the Contractor for the charges. Any concrete marred by weather, vandalism, or accident shall be removed and replaced by the Contractor at his expense.



**7.00 Protection of the Work - continued**

**7.20 Cold Weather Protection:** Concrete shall not be placed when the air temperature falls to 25 degrees F and is dropping. Pouring may begin for the day when the air temperature is 25 degrees F in the shade and is rising. Concrete placed at temperatures between 40 degrees F and 45 degrees F shall contain calcium chloride at the rate of one (1) pound of calcium chloride to a standard ninety-four (94) pound sack of cement, and at the rate of two (2) pounds of calcium chloride to a standard ninety-four (94) pound bag of cement at temperatures below 40 degrees F. When temperatures fall below 33 degrees F during the first five (5) days after concrete is placed, the concrete shall be covered with a sufficient depth of hay, straw, or insulated blanket to prevent freezing.

**7.30 Protection from Weather:** The contractor shall maintain suitable covering material on the site at all times for protection of the concrete during bad or cold weather. Any concrete damaged by weather shall be removed and replaced by the contractor at his expense.

**8.00 Completion**

**8.10 Removal of Forms:** All forms, rails, and stakes shall be removed within twenty-four (24) hours after pouring the sidewalks or driveway approaches.

**8.20 Final Grading:** When the forms are removed, topsoil shall be placed and graded in such a manner as to fill the area between the edge of the walk and the existing ground behind the forms. When shaping and grading of the berm or lawn is required, this shall be completed within seven (7) calendar days after removal of the forms.

**8.30 Surplus Materials:** All excavated material, sand, broken concrete, debris, forms, etc., shall be removed from the City right-of-way as soon as the forms are removed or within a maximum of seven (7) calendar days thereafter. If this clean up is not done within the time specified, the City will remove all materials at the Contractor's expense without regard to any claim by the Contractor.

**8.40 Lawn Repair:** Whenever existing lawns or grass in the City rights-of-way is disturbed or damaged, the contractor shall restore the area with Class A sod as required by the City of Troy, Standard Specifications for Turf Restoration.

**9.00 Inspection, Supervision, and Miscellaneous Details**

**9.10 Inspection:** The City of Troy will provide all necessary inspection required for construction of a sidewalk or driveway approach. The contractor must first secure a permit and completely prepare the construction site for the pouring of concrete, including weather protection, before requesting inspection by the City. Permits will only be issued from April 15<sup>th</sup> through November 15<sup>th</sup> of each year. The designated City representative may shorten or extend this time period depending on weather conditions. Permits shall expire one (1) year from the date of issuance. The Contractor must request inspection, from the Public Works Department, a minimum of twenty-four (24) hours in advance of the time that inspection is desired. The inspection will be scheduled by the City at the earliest available time. Sidewalk and driveway approach inspections will only be scheduled between the hours of 9:00 A.M. and 3:00 P.M. during normal workdays that Troy City Hall is open for business.

**9.0 Inspection, Supervision, and Miscellaneous Details – continued**

**9.10 Inspection:** continued

If inspection is desired at any other time, the Contractor or Owner must secure the approval of the Designated City Representative and pay for all overtime costs incurred by the City. No sidewalk or driveway approach shall be placed until the proposed work has been inspected and approved by the City Inspector.

A separate permit is required for each separate lot or site and each permit shall entitle the Contractor or Owner to one (1) inspection only. If the Contractor or Owner decides to perform the work in segments, at different times, a re-inspection fee shall be paid for each separate segment. Requests for re-inspection of segments shall be made in the same manner as the original inspection request requirement as described above.

Each time a proposed sidewalk or driveway approach construction is inspected and rejected, the Contractor must correct all deficiencies cited by the City Inspector, pay a re-inspection fee at the Building Department, and request re-inspection in the same manner as the original inspection request requirements as described above.

The sidewalk or driveway approach will also be inspected by the City after the concrete is poured. Any work performed, which is rejected by the City Inspector for not being in conformance with these specifications, shall be immediately corrected by the Contractor or Owner. This shall include removal and replacement of the defective work if necessary.

In the event that a sidewalk or driveway is poured without a permit, without inspection, without re-inspection, or in non-conformance with these specifications, the sidewalk or driveway approach must be removed and replaced.

As an alternate to removal and replacement, if all visible portions of the construction meet the specifications, the contractor may elect to deposit a two (2) year cash bond with the City to cover the cost, as estimated by the Engineer, for the removal and replacement of the entire sidewalk or driveway approach in the event that deficiencies develop within a two (2) year time period.

**9.20 Supervision:** The contractor shall at all times furnish a competent qualified superintendent. The superintendent shall receive and obey any and all orders from the Inspector or the designated City representative.

**9.30 Personnel:** The contractor shall provide enough qualified personnel for labor so that all construction may be completed in a competent, workmanlike manner.

**9.40 Private Property:** The Contractor shall not enter upon private property for any purpose without first obtaining written permission from the property owner and giving evidence of same to the City.

**10.00 Fees and Permits**

**10.10 Permits:** A City permit is required for all construction in a City right-of-way. Permits for sidewalk and driveway approach construction are issued at the Building Department. The permit shall be available at the job site and if it is not available to the Inspector, the City will consider the work in violation of Ordinance requirements as if no permit was issued.

**10.20 Fees:** As required by Chapter 34 of the City Ordinance Code.

**TRAFFIC MAINTENANCE AND CONTROL**

This item of work shall be done in accordance with the Michigan Manual of Uniform Control Devices. Before any work can begin, the contractor shall furnish, install and maintain all necessary construction signs, barricades, flashing arrow panels, detour signs and channelizing devices. This work shall be paid for at the contract unit price bid for "Traffic Maintenance Control".

Local traffic must be maintained at all times as directed by the designated City representative.

"No Parking" signs shall be posted on streets 48 hours prior to any construction.

Detours, if required, shall be coordinated and approved by the City of Troy. All needed signs, barricades, flashing arrow panels, etc. shall be included in the item "Traffic Maintenance Control".

**City of Troy  
Oakland County, Michigan  
Contract Form**

ARTICLES OF AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_

200\_\_ by and between \_\_\_\_\_ of \_\_\_\_\_  
(Name) (City and State)

herein after called the Contractor and the City of Troy, Troy, Michigan hereinafter called the Owner,

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

1. That all Contract Documents, as defined in "General Conditions" in the Specifications, hereto attached or herein referred to shall be and are hereby made a part of the agreement and contract.
2. The Contractor shall, under penalty of bid surety (deposit) submitted, furnish all labor, materials, and equipment necessary and perform all of the work as set forth in his Proposal in strict accordance with the drawings, specifications, and other documents which have been made a part of this contract in the manner, time, and place as therein set forth.
3. In consideration whereof, the Owner agrees to pay to the Contractor the amounts provided in the attached Proposal, being the product of the unit prices therein set forth, multiplied by the number of units actually constructed, all in the time and manner as set forth in the Contract Documents.
4. IN WITNESS whereof said parties have hereunto set their hands and seals, the day and year first above written.

WITNESS:

1. \_\_\_\_\_  
(Contractor)

2. \_\_\_\_\_  
(Title)

APPROVED: BY: \_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
City Manager or Designee CITY OF TROY  
(Owner)

RESOLUTION NUMER: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

BY: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

ATTEST: \_\_\_\_\_  
(City Clerk)

**City of Troy  
Oakland County, Michigan  
Contractor's Affidavit**

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says the following:

That he or she is \_\_\_\_\_ of the \_\_\_\_\_,  
(Title) (Construction Company)

The contractor for Replacement and Construction of Sidewalks / Driveway Approaches \_\_\_\_\_  
\_\_\_\_\_. This work is located at Section 18,35,8,2  
and Scattered Locations for Sidewalk Replacement Program  
\_\_\_\_\_ and are owned by the City of  
Troy, Oakland County, Michigan;

That the total amount of the Contract, including extras, is \$ \_\_\_\_\_, on which he has received  
payment of \$ \_\_\_\_\_ prior to this payment;

That all waivers are true, correct, and genuine, and delivered unconditionally and that there is no  
claim, either legal or equitable, to defeat the validity of said waivers:

That the following are names of all parties who have furnished material or labor, or both, for said work,  
and all parties having contracts or subcontracts for specific portions of said work or for material  
entering into the construction thereof, and the amount due or to become due to each, and that the  
items mentioned include all labor and materials required to complete said work according to plans and  
specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
<b>TOTAL LABOR &amp; MATERIALS TO COMPLETE:</b>					

That there are no other contracts for said work outstanding, and that there is nothing due to become  
due to any person for materials, labor, or other work of any kind done or to be done upon, or in  
connection with, said work other than above stated.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME & TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NOTARY'S SIGNATURE

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

**City of Troy  
Oakland County, Michigan  
Contractor's Declaration**

I hereby declare that I have not, during the period \_\_\_\_\_ to \_\_\_\_\_, A.D. 200 performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from \_\_\_\_\_ executed between myself and the City, and in the Change Orders for work issued by the City in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There \_\_\_\_\_ an itemized statement attached.  
Is / is not

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

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

**CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
FINAL WAIVER OF LIEN**

FILE NUMBER: \_\_\_\_\_

LOAN NUMBER: \_\_\_\_\_

TO WHOM IT MAY CONCERN:

Whereas, the undersigned has been employed by: \_\_\_\_\_  
(Construction Company)

To furnish Replacement and Construction of sidewalks/Driveways Approaches for the premises known as **Section 18.35.8.2 and Scattered Locations for Sidewalk Replacement Program**. Which are owned by the City of Troy, Oakland County, and Michigan.

The undersigned, for and in consideration of, the sum of \$ \_\_\_\_\_ and other good and valuable considerations, the receipt whereof is hereby acknowledged, do (es) hereby waive and release any and all lien or claim or right of lien under the statutes of the State of Michigan relating to mechanic's liens on the above described premises and improvements thereon, and on the moneys or other considerations due or to become due from the owner, on account of labor or services, material, fixtures or apparatus heretofore furnished or which may be furnished at any time hereafter by the undersigned for the above described premises.

Given under \_\_\_\_\_ hand and seal this \_\_\_\_\_ day of \_\_\_\_\_,  
200\_\_\_\_.

Seal \_\_\_\_\_

Note: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used. Partner should sign and designate himself as partner.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER Complete  Sample Certificate	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED Complete	INSURER A: XYZ Company
	INSURER B: ABC Company
	INSURER C:
	INSURER D:
	INSURER E:

## COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	0001	XX-XX-XX	XX-XX-XX	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
	<input checked="" type="checkbox"/> Additional Insured - City of Troy - use wording below				PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> Contractor's Equipment Coverage				GENERAL AGGREGATE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG.	\$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	0002	XX-XX-XX	XX-XX-XX	COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
A	EXCESS LIABILITY	0003	XX-XX-XX	XX-XX-XX	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	0004	XX-XX-XX	XX-XX-XX	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	E.L. EACH ACCIDENT				\$ 100,000	
	E.L. DISEASE - EA EMPLOYEE				\$ 100,000	
	E.L. DISEASE - POLICY LIMIT				\$ 500,000	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Additional Insured: City of Troy including Architects and Engineers, all elected and appointed officials, all employees and volunteers, boards, commissions and / or authorities and their board members, employees, and volunteers additional insured on ISO form B or broader.

CERTIFICATE HOLDER	Y	ADDITIONAL INSURED; INSURER LETTER: A	CANCELLATION
City of Troy 500 W. Big Beaver Rd. Troy, MI 48084		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.	
		AUTHORIZED REPRESENTATIVE	









SEC #	ADDRESS	LOCATIONS	OMEOWNE	HOMEOWNER	CITY	CITY				M.H		HAND.	TREE
			4 IN	6 IN	4 IN	6 IN	S.S	G.W	C.B	ST.S	RAMP	ROOT	
35	15	Kenyon	50										
35	25	Kenyon	50										
35	26	Kenyon	50	18									
35	38	Kenyon	50										
35	49	Kenyon	25	64									
35	104	Kenyon	125	50									
35	116	Kenyon	200										
35	127	Kenyon	75										
35	128	Kenyon	50										
35	139	Kenyon	150										
35	140	Kenyon		56									
35	152	Kenyon	50										
35	200	Kenyon	100										
35	201	Kenyon	106										
35	211	Kenyon	56										
35	212	Kenyon	75	25									
35	223	Kenyon	75										
35	235	Kenyon	50										
35	236	Kenyon	25										
35	247	Kenyon	75	25									
35	248	Kenyon	50										
35	259	Kenyon		56	100							1	
35	260	Kenyon			125							1	
35	272	Kenyon	25										
35	302	Kenyon	50										
35	314	Kenyon	25										
35	315	Kenyon	125										
35	326	Kenyon	100										
35	327	Kenyon	50	81									
35	338	Kenyon		81									
35	339	Kenyon		81	100							1	
35	350	Kenyon	50										
35	351	Kenyon	25										
35	509	Kenyon	50		75								
35	510	Kenyon		50	75							1	
35	520	Kenyon		25	100	25						1	
35	540	Kenyon	25		175							1	
35	600	Kenyon			125							1	
35	612	Kenyon	50		150							1	
35	613	Kenyon			75							1	
35	624	Kenyon	75		125	25						1	
35	625	Kenyon		10									
35	636	Kenyon	50		100							1	
35	637	Kenyon			75							1	
35	648	Kenyon	25	25	150							1	
35	660	Kenyon			50							1	
35	661	Kenyon	25		125							1	
35	700	Kenyon		25	175							1	
35	701	Kenyon			100							1	
35	712	Kenyon			25							1	
35	715	Kenyon		21	150							1	
35	727	Kenyon			125							1	



35	236	Lyons	50			50								1
35	248	Lyons	100											
35	271	Lyons				75								1
35	272	Lyons				150								1
35	302	Lyons	25											
35	313	Lyons			25									
35	314	Lyons	50											
35	325	Lyons	100											
35	326	Lyons	25											
35	337	Lyons	25		56									
35	338	Lyons	75		5									
35	350	Lyons	50			100								1
35	523	Jamaica			21	100								1
35	535	Jamaica	50											
35	536	Jamaica			50	125								1
35	547	Jamaica	25			75								1
35	553	Jamaica				125	90							1
35	559	Jamaica				125								1
35	565	Jamaica				125								2
35	603	Jamaica	35											
35	615	Jamaica	175											
35	627	Jamaica	25			100								1
35	632	Jamaica	50			125								1
35	639	Jamaica			25	225								1
35	644	Jamaica			25	75								1
35	651	Jamaica	50											
35	656	Jamaica	75											
35	663	Jamaica	50			75								
35	668	Jamaica	25											
35	702	Jamaica			35									
35	711	Jamaica			25	100								
35	714	Jamaica				100								1
35	723	Jamaica	50											
35	726	Jamaica	25											
35	747	Jamaica	75			175								2
35	1289	Key West				50								1
35	1301	Key West				75								1
35	1309	Key West	100											
35	1316	Key West				200								2
35	1324	Key West			50	75								1
35	1325	Key West				175								1
35	1332	Key West				25								1
35	1340	Key West	25											
35	1349	Key West	25			25								1
35	1350	Key West	25			150								1
35	1357	Key West				50								1
35	1366	Key West				50								1
35	1374	Key West			25									
35	1383	Key West	25			175								1
35	1392	Key West				75								
35	1401	Key West				125								1
35	1412	Key West			25	125								2
35	1421	Key West	50											
35	1436	Key West	25			125								1
35	1441	Key West	25			100								1



















2	6910	Emerald Shores			100							1
2	6911	Emerald Shore	75	75	125							1
2	6938	Emerald Shore	50									
2	6953	Emerald Shore	100		25							
2	1860	Jandale			225							1
2	1868	Jandale		25								
2	1876	Jandale	25	75								
2	1877	Jandale			75							1
2	1889	Jandale	25		150							1
2	6749	Little Creek			50							1
2	6762	Little Creek	25		75							1
2	6765	Little Creek			25							1
2	6789	Little Creek			75							1
2	6790	Little Creek			50							1
2	6804	Little Creek		25	100							2
2	Beach entrance next to 68		25									
2	6833	Little Creek	75									
2	6846	Little Creek	25									
2	6857	Little Creek	50									
2	6860	Little Creek	25		125							1
2	6874	Little Creek	75									
2	6888	Little Creek		25	25		1					
2	6916	Little Creek			125							1
2	6917	Little Creek			75							1
2	6931	Little Creek	50	50								
2	6945	Little Creek	75									
2	1814	Lyster	50									
2	1815	Lyster	50		125							1
2	1822	Lyster		25								
2	1831	Lyster			125							1
2	1838	Lyster	100		175							1
2	1854	Lyster			75							1
2	Beach entrance E. of 1854 Lyster			50								
2	1871	Lyster	50									
2	1886	Lyster			50							1
2	1887	Lyster			150							1
2	1898	Lyster	50									
2	1910	Lyster	50									
2	1919	Lyster			125							1
2	1922	Lyster			75							1
2	1931	Lyster			100							1
2	1934	Lyster	25		125							1
2	1946	Lyster	75									
2	1955	Lyster	25									
2	1958	Lyster			100							1
2	1990	Lyster	25		100							1
2	1991	Lyster			125							1
2	1842	Lyster ct.	100									
2	1844	Lyster ct.	75									
2	6562	Northpoint	50									
2	6585	Northpoint	25									
2	6591	Northpoint			250							2

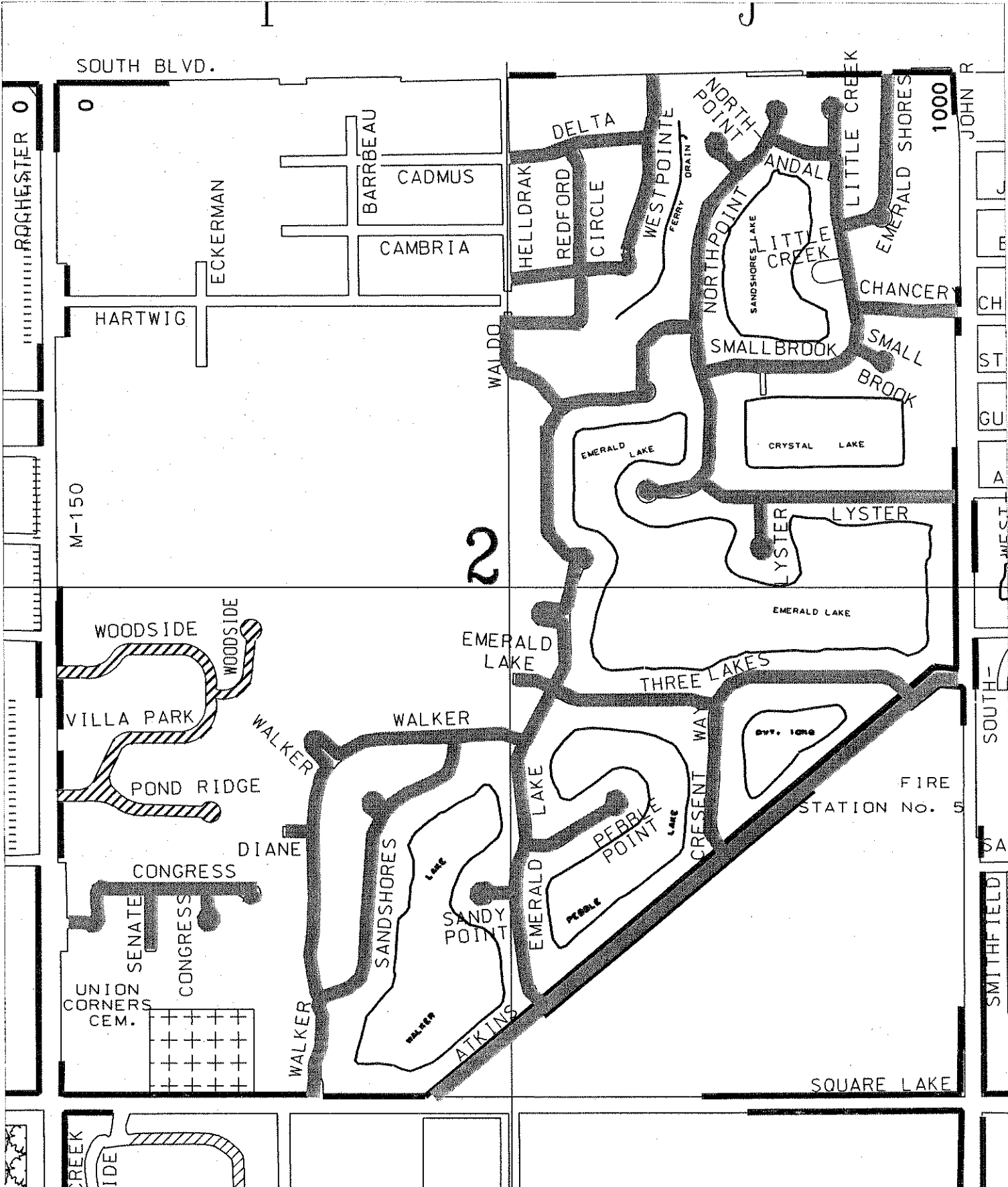






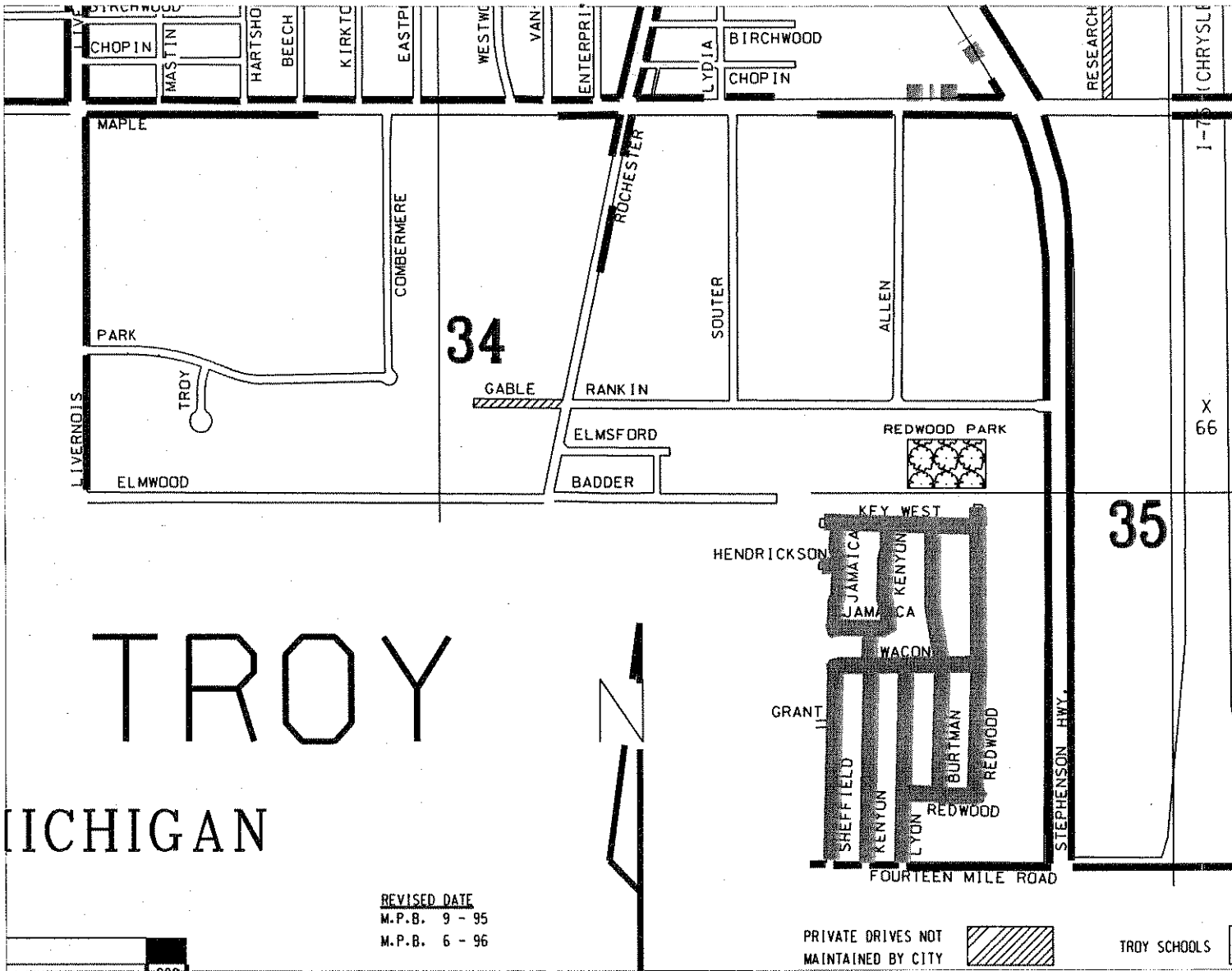
LOCATIONS TO BE DONE SUMMER 2003												
SEC #	ADDRESS	LOCATIONS	HOMEOWNER	HOMEOWNER	CITY	CITY			M.H		HAND.	TREE
			4 IN	6 IN	4 IN	6 IN	S.S	G.W	C.B	ST.S	RAMP	ROOT
18	4386	Beach	160	10								
18	4408	Beach	250	25								
18	4488	Beach	25									
18	4307	Coolidge			50							1
18	4325	Coolidge	25									
18	4379	Coolidge	50									
18	2152	Wattles										
18	2188	Wattles										
18	2206	Wattles										
18	2224	Wattles										
18	2242	Wattles										
18	2260	Wattles										
18	2496	Kingsbury			75							
18	2445	Kingsbury		50	125							2
18	2461	Kingsbury		25								
18	2477	Kingsbury	25	60	50							1
18	4201	Frostwood		99	125							2
18	4217	Frostwood	25	72	125							2
18	4242	Frostwood	50		75							1
18	4243	Frostwood			25							1
18	4259	Frostwood	25		175							2
18	4260	Frostwood		25	25							1
18	4275	Frostwood		126	75							2
18	4276	Frostwood			175							2











**PUBLIC ACT 57**  
**STATE OF MICHIGAN**  
**89<sup>th</sup> LEGISLATURE**  
**REGULAR SESSION OF 1998**

Introduced by Reps. Middaugh, Alley, Brackenridge, Olshove, Dobronski, Griffin, Gemaat, Walberg, Rhead, Richner, Kukuk, Callahan, Murphy, Thomas, Leland, Profit, Palamara, Wetters, McNutt, Varga, Gagliardi, Gustafson, Kilpatrick, Sikkema, Schermesser, Birkholz, Bodem, Dobb, Raczkowski and Perricone

**ENROLLED HOUSE BILL NO. 5607**

AN ACT to require contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for the modification of contracts for improvement to real property; to provide for remedies; and to repeal acts and parts of acts.

*The People of the State of Michigan enact:*

Sec. 1. As used in this act:

(a) "Contractor" means a person who contracts with a governmental entity to improve real property or perform or manage construction services. Contractor does not include a person licensed under Article 20 of the Occupational Code, 1980 PA 299, MCL 339.2001 to 339.2014.

(b) "Governmental Entity" means the state, a county, city, township, village, public educational institution, or any political subdivision thereof.

(c) "Improve" means to build, alter, repair, or demolish an improvement upon, connected with, or beneath the surface of any real property, to excavate, clear, grade, fill, or landscape any real property, to construct driveways and roadways, or to perform labor upon improvements.

(d) "Improvement" includes, but is not limited to, all or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, landscaping, trees, shrubbery, driveways, and roadways on real property.

(e) "Person" means an individual, corporation, partnership, association, governmental entity, or any other legal entity.

(f) "Real Property" means the real estate that is improved, including, but not limited to, lands, leaseholds, tenements, hereditaments, and improvements placed on the real property.



Sec. 2. A contract between a contractor and a governmental entity for an improvement that exceeds \$75,000.00 shall contain all of the following provisions:

(a) That if a contractor discovers 1 or both of the following physical conditions of the surface or subsurface at the improvement site, before disturbing the physical condition, the contractor shall promptly notify the governmental entity of the physical condition in writing.

(i) A subsurface or latent physical condition at the site is differing materially from those indicated in the improvement contract.

(ii) An unknown physical condition at the site is of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the improvement contract.

(b) That if the governmental entity receives a notice under subdivision (a), the governmental entity shall promptly investigate the physical condition.

(c) That if the governmental entity determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the contract, the governmental entity's determination shall be made in writing and an equitable adjustment shall be made and the contract modified in writing accordingly.

(d) That the contractor cannot make a claim for additional costs or time because of a physical condition unless the contractor has complied with the notice requirements of subdivision (a). The governmental entity may extend the time required for notice under subdivision (a).

(e) That the contractor cannot make a claim for an adjustment under the contract after the contractor has received the final payment under the contract.

Sec. 3. (1) If the contractor does not agree with the governmental entity's determination, with the governmental entity's consent the contractor may complete performance on the contract.

(2) At the option of the governmental entity, the contractor and the governmental entity shall arbitrate the contractor's entitlement to recover the actual increase in contract time and costs incurred because of the physical condition of the improvement site. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and judgment rendered may be entered in any court having jurisdiction.

Sec. 4 If an improvement contract does not contain the provisions required under Section 2, the provisions shall be incorporated into and considered part of the improvement contract.

Sec. 5 This Act does not limit the rights or remedies otherwise available to a contractor or the governmental entity under any other law or statute.

Sec. 6 This Act is repealed effective December 31, 2001.

Enacting Section 1. This Act takes effect 180 days after the date this Act is enacted.

This Act is ordered to take immediate effect.

*(Signed by John Engler, Governor of Michigan, at 3:00 p.m. on April 8, 1998)*

**STATEMENT OF NO BID  
CITY OF TROY**

**BID NUMBER:** ITB-COT 03-12  
**TITLE:** Sidewalk Installation and Replacement Program

Please Send or Fax To:  
City of Troy Purchasing Department  
500 W. Big Beaver Rd.  
Troy, MI 48084

FAX NUMBER: (248) 619-7267

We, the undersigned, have declined to bid on the subject bid for the following reasons:

Check All That Apply	REASON
<input type="checkbox"/>	Our company does not handle the type of product / service
<input type="checkbox"/>	We cannot meet the specifications nor provide an approved alternate – please explain below
<input type="checkbox"/>	Our company is not interested in bidding at this time
<input type="checkbox"/>	Job is too small
<input type="checkbox"/>	Job is too large
<input type="checkbox"/>	Cannot be competitive
<input type="checkbox"/>	Liability Issues such as insurance, bonding, indemnification, hold harmless
<input type="checkbox"/>	Insufficient time to respond – please explain below
<input type="checkbox"/>	Our company's schedule would not permit performance of the specifications
<input type="checkbox"/>	Other – describe below
<input type="checkbox"/>	Remove our company's name from this commodity code (Please note that NIGP Commodity Code numbers used by the City of Troy are general classes of items and may result in deletion from a list for another relevant item / service.)

REMARKS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**BID LIST RETENTION:**

Please retain \_\_\_\_\_ on the bid list for the item described above.  
 (COMPANY NAME)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 COMPANY: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

**IMPORTANT NOTE:** Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from the City of Troy bid list. To qualify as a respondent to the bid, the vendor must submit a bid or complete this form.