

d) **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Sidewalk Replacement and Installation Program, and Manhole Rehabilitation**

Resolution #2016-05-089-J-4d

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract with the option to renew for two (2) additional years for sidewalk replacement and installation, and manhole rehabilitation to the low bidder meeting specifications; *Italia Construction of Washington, MI*, for an estimated total amount of \$500,000.00 at unit prices contained in the bid tabulation opened April 21, 2016; a copy of which shall be **ATTACHED** to the original Minutes of this meeting, contract to expire June 30, 2019.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon contractor's submission of properly executed contract documents, including insurance certificates and all other specified requirements.

BLANKET ORDER

No. 2017-00000002
 DATE: 05/19/2016
 PAGE: 1 of 1
 FOB DESTINATION

Ship To

CITY OF TROY
 Streets
 4693 ROCHESTER ROAD
 TROY, MI 48085

Bill To

CITY OF TROY
 Streets
 4693 ROCHESTER ROAD
 TROY, MI 48085

EXPIRATION DATE
 06/30/2017
COUNCIL RESOLUTION
 2016-05-089-J-4d

VENDOR NO. 171250

Vendor

ITALIA CONSTRUCTION INC.
 57151 DEER CREEK CT
 WASHINGTON, MI 48094

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Not-To-Exceed	Sidewalk Replacement FY 2016/2017	450,000.0000	\$450,000.00
1	Not-To-Exceed	Year One (1) of a potential Three (3) Year Contract.		
1	Not-To-Exceed	Sanitary Manhole Rehabilitation FY 2016/2017	50,000.0000	\$50,000.00
1	Not-To-Exceed	Year One (1) of a Three (3) Year Contract.		
1	Each	Contact Information	0.0000	\$0.00
1	Each	Hours of Operation - 7am - 7pm; 24 Hr. Contact Phone# 586 405 1347. Payment Terms every 2 weeks. WARRANTY: Two Year.		
1	Each	City Representative	0.0000	\$0.00
1	Each	Ashely Levin, 248 524 1754		
1	Each	ONE Year Contract FY 2016/2017	0.0000	\$0.00
1	Each	On Monday, May 9, 2016, Troy City Council approved a ONE Year Contract for Fiscal year 2016/2017 with an option to renew for TWO Additional Years for the Sidewalk Replacement, Installation and Manhole Rehabilitation Program to be completed on as needed basis as per bid specifications and bid prices; the total annual cost of which shall not exceed budgetary limitations.		
1	Each	Your bid surety in the amount of \$10,000.00 was returned upon submission of acceptable Insurance, Performance, Labor and Materials Payment and Two-Year Maintenance Bonds.	0.0000	\$0.00

Entered By: MaryBeth Murz

\$500,000.00

Special Instructions:

INSURANCE AND BONDS ON FILE (Including Two Year Maintenance Bond): Provide ONE (1) year requirements for the City of Troy Sidewalk Replacement and Installation Program for the 2016/2017 fiscal year in accordance with the specifications for ITB-COT 16-20 at prices contained in the bid proposal opened 7/23/2016. Bid Pricing attached.

TERMS & CONDITIONS

- Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
- Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
- In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
- Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.

MaryBeth Murz

PURCHASE/SERVICE CONTRACT

PAGE: 1 of 1

Ship To
City of Troy
Streets
4693 ROCHESTER ROAD
TROY, MI 48085

Bill To
City of Troy
Streets
4693 ROCHESTER ROAD
TROY, MI 48085

No: 2017-90000002
Date: 06/08/2016

FOB DESTINATION

Entered By: MaryBeth Murz

Vendor
VENDOR NO. 171250
ITALIA CONSTRUCTION INC.
57151 DEER CREEK CT
WASHINGTON, MI 48094

CONTRACT DESCRIPTION

Commence Date	Expiration Date	Renewal	Resolution #	Contract #	Amount
07/01/2016	06/30/2017	2 Times Annually	2016-05-089-J-4d	2017-90000002	500000.00

SIDEWALK REPLACEMENT

SIDEWALK REPLACEMENT & INSTALLATION PROGRAM

ONE (1) Year Contract with the option to renew for TWO (2) additional years for sidewalk replacement and manhole rehabilitation as per all bid specifications of ITB-COT 16-20.

Contract to expire 6/30/2019.

City Council Approval Date: 5/9/2016

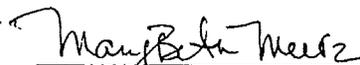
Resolution# 2016-05-089-J-4d

TERMS & CONDITIONS

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.



MaryBeth Murz
Purchasing Manager

Contract Datasheet

Contract Number 2017-90000002 **Title** SIDEWALK REPLACEMENT **Status** Preparation **End Date** 06/30/2017 **Type** Purchasing - Blanket W/O dollar amounts **Vendor** 171250 - ITALIA CONSTRUCTION INC.

Detail: Detailed Description:

General:
 Original Start Date: 07/01/2016
 Original End Date: 06/30/2017
 Original Amount: \$0.00
 Revised Start Date: 07/01/2016
 Revised End Date: 06/30/2017
 Revised Amount: \$0.00
 Preparation Status:
 Approval Date: 05/09/2016
 Track Retainage: Yes

Responsibilities:
 Responsible Department: STS Streets
 Responsible Employee:
 Responsible Buyer:

Renewal Information: Times to Renew: 2
 Renewal Type: Annually
 Renewal Period: Annually

Miscellaneous:
 Bid Number:
 Resolution Number: 2016-05-089-J4d
 State Contract Number:
 Validate Contract Amount: No
 Warning Percentage: 0%
 Associated G/L Accounts: All G/L Accounts
 Associated Projects: All Projects Allowed

Contractor: Primary Vendor: 171250 - ITALIA CONSTRUCTION INC.
 Address: 57151 DEER CREEK CT
 WASHINGTON, MI 48094
 Email Address:
 Date Vendor Signed:
 Signatory:

Preparation Checklist: Description Completed

Milestones: Seq. No. 10 Achieved Date Description Milestone Type Criteria Milestone Action
 90 Days prior to Expiration Duration 90 Days - Prior to Contract End Date Contact Vendor

Contract Items: Item Quantity Unit of Measure Price Per Unit Total Amount
 No Contract Items Exist.

Authorized Departments: Active Department Code Description
 Yes FIN Finance
 Yes FIN-OTH Finance - Other
 Yes FIN-SUB Finance - Sub Ledger
 Yes PUR Purchasing

Secondary Vendors: Active Vendor Amount
 No Secondary Vendors Exist.

G/L Accounts: Active G/L Account Description Transaction Budget Reports Account Type
 Yes 1,2220 Clearing - OB Yes Yes Yes Expense

Projects: Active Project Code Description Project Status

No Associated Projects Exist.

Retainage Schedule: Retainage Percent
 10.00%

Contract Datasheet

Contract Number Title Retainage Cap Status End Date Type Vendor

Percentage of Total Cap: No
Cap Amount \$0.00

User Defined: _____
No records exist

Contract Count: 1



CITY COUNCIL AGENDA ITEM

Date: May 4, 2016

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager
Kurt Bovensiep, Public Works Manager
Ashely Levin, Project Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Sidewalk Replacement and Installation Program, and Manhole Rehabilitation

History

- The Streets Division is responsible for the inspection of all sidewalks and approaches and ensuring defects are corrected to provide a safe pedestrian walkway.
- Under Chapter 34.10, residents are responsible for the maintenance and repair of sidewalks abutting their property.
- The Streets Division notifies property owners of any defects and provides an opportunity to the resident to either complete the repair him or herself or to participate in Troy’s sidewalk program.
- Under this program, the city manages the repairs and then invoices the resident for the work.
- It is usually least expensive for residents to participate in the program and allow the city to manage the work because of the large work volumes specified in the bid.
- It is estimated that residents in the program reimburse 40-60% of total program expenses. The remaining expenses not reimbursed are from sidewalk defects caused by city assets such as Rights-of-Way trees, manholes, or the property is owned by the city.
- This year’s bid was updated to include self-adjusting manhole covers which will help to alleviate sidewalk defects caused by manholes.

Purchasing

The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info. Five (5) bid responses were received. On April 21, 2016, a bid opening was then conducted for Sidewalk Replacement and Installation. Below is a detailed summary of potential vendors for the bid opportunity:

Companies notified via MITN	431
Troy Companies notified via MITN	5
Troy Companies - Active email Notification	5
Troy Companies - Active Free	0
Companies that viewed the bid	40
Troy Companies that viewed the bid	0

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.

Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.

Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City.

Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.



CITY COUNCIL AGENDA ITEM

Financial

Funds for Sidewalk Replacement and Installation Program, and Manhole Rehabilitation are available in the Streets Division's Capital Budget.

Recommendation

City management recommends awarding a one (1) year contract (2016-2017) with the option to renew for two (2) additional years to the low bidder meeting specifications; *Italia Construction of Washington, MI* for an estimated total cost of \$500,000 per year at unit prices contained in the bid tabulation opened April 21, 2016 with all expenses not to exceed budgetary limitations, contract expiring June 30, 2019.

VENDOR NAME:	Italia Construction, Inc.	Rotondo Construction, Inc.
CITY, STATE	Washington, MI	Farmington Hills, MI
CHECK #:	#1608401952	#000971160
CHECK AMOUNT:	\$10,000.00	\$10,000.00

ONE(1) YEAR REQUIREMENTS OF THE SIDEWALK REPLACEMENT AND INSTALLATION PROGRAM WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIODS.

PROPOSAL A: SIDEWALK REPLACEMENT AND SIDEWALK INSTALLATION PROGRAM (Local & Major Roads Scattered Locations within the City.)

ITEM	DESCRIPTION	U/M	EST QTY	UNIT PRICE	ESTIMATED TOTAL	UNIT PRICE	ESTIMATED TOTAL
1	Remove and Replace 4" Concrete	S.F.	75,000	\$3.74	\$280,500.00	\$4.20	\$315,000.00
2	Remove and Replace 6" Concrete	S.F.	40,000	\$4.50	\$180,000.00	\$4.85	\$194,000.00
3	Remove and Replace 8" Concrete	S.F.	5,000	\$5.23	\$26,150.00	\$5.00	\$25,000.00
4	Adjusting Drainage Structure	Ea	45	\$110.00	\$4,950.00	\$150.00	\$6,750.00
5	Reconstruct Drainage Structure	L.F.	40	\$110.00	\$4,400.00	\$75.00	\$3,000.00
6	Remove/Replace Concrete Curb/Gutter, if	L.F.	1200	\$24.00	\$28,800.00	\$24.00	\$28,800.00
7	Install Handicap Ramps per MDOT R-28H	S.F.	7,500	\$6.00	\$45,000.00	\$9.50	\$71,250.00
8	Detectable Warnings	L.F.	50	\$40.00	\$2,000.00	\$3.00	\$150.00
9	Remove Concrete & replace with top soil & seed	S.F.	2,000	\$1.00	\$2,000.00	\$1.10	\$2,200.00
10	Tree Root Grind	EA	350	\$1.00	\$350.00	\$12.00	\$4,200.00
11	Class "A" Culvert, 12", if needed	L.F.	10	\$20.00	\$200.00	\$7.00	\$70.00
12	6" Edge drain, if needed	L.F.	250	\$2.00	\$500.00	\$3.00	\$750.00
13	Install Concrete Sidewalk, 4" as per specs.	S.F.	5,000	\$3.65	\$18,250.00	\$2.75	\$13,750.00
14	Install Concrete Sidewalk, 6" as per specs.	S.F.	500	\$4.50	\$2,250.00	\$3.00	\$1,500.00
15	Install Concrete Sidewalk, 8" as per specs.	S.F.	250	\$6.00	\$1,500.00	\$3.25	\$812.50
16	Install HCR Cheek Walls, 0"-18' in height	L.F.	50	\$9.00	\$450.00	\$7.00	\$350.00
17	Traffic Maintenance		Included	Included		Included	
18	Soil Erosion Control		Included	Included		Included	
19	Restoration		Included	Included		Included	
ESTIMATED ONE (1) YEAR GRAND TOTAL COST PROPOSAL A - SIDEWALK REPLACEMENT AND INSTALLATION					\$597,300.00		\$667,582.50

PROPOSAL B: SANITARY MANHOLE REHABILITATION

ITEM	DESCRIPTION	U/M	EST QTY	UNIT PRICE	ESTIMATED TOTAL	UNIT PRICE	ESTIMATED TOTAL
1	Repair Sanitary Manhole Chimney	L.F.	25	\$285.00	\$7,125.00	\$ 395.00	\$9,875.00
2	Repair Gate Well Manhole Chimney	L.F.	25	\$285.00	\$7,125.00	\$ 395.00	\$9,875.00
3	External Seal - Sanitary Manhole Wrap	L.F.	25	\$285.00	\$7,125.00	\$ 175.00	\$4,375.00
4	Traffic Maintenance		Included	Included		Included	
5	Items of Excavation, Removal & Restoration		Included	Included		Included	
ESTIMATED ONE (1) YEAR GRAND TOTAL COST PROPOSAL B - SANITARY MANHOLE REHABILITATION					\$21,375.00		\$24,125.00

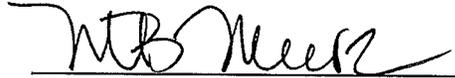
ESTIMATED GRAND TOTAL - PROPOSALS A & B:					\$618,675.00		\$691,707.50
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VENDOR NAME:		Italia Construction, Inc.	Rotondo Construction, Inc.
INSURANCE:	Can Meet	X	X
	Cannot Meet		
CONTACT INFORMATION:	Hours of Operation	7am-7pm	8am-5pm
	24 Hr Phone #	586-405-1347	248-763-0420
PROGRESS PAYMENTS:	Identified as	Every 2-4 weeks	Every 2 weeks
REFERENCES:	Y or N	Y	Y
PAYMENT TERMS:		Blank	Blank
WARRANTY:		Minimum 2 Year	Minimum 2 Year
EXCEPTIONS:		Blank	Blank
FORMS COMPLETED:		Y	Y
ACKNOWLEDGEMENT: Signed	Y or N	Y	Y

Denotes: Low Bidder meeting specifications.

Bid from Merlo Construction rejected for failure to submit bid deposit

ATTEST:
 Sue Reisterer
 Ashely Levin
 Enna Bachelor


 MaryBeth Murz,
 Purchasing Manager

SIDEWALK REPLACEMENT & INSTALLATION

VENDOR NAME:	L.Anthony Construction	Lacaria Concrete Construction, Inc.
CITY, STATE	Shelby Twp, MI	Detroit, MI
CHECK #:	#1290157	2010945395
CHECK AMOUNT:	\$10,000.00	\$10,000.00

ONE(1) YEAR REQUIREMENTS OF THE SIDEWALK REPLACEMENT AND INSTALLATION PROGRAM WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIODS.

PROPOSAL A: SIDEWALK REPLACEMENT AND SIDEWALK INSTALLATION PROGRAM (Local & Major Roads Scattered Locations within the City.)

ITEM	DESCRIPTION	U/M	EST QTY	UNIT PRICE	ESTIMATED TOTAL	UNIT PRICE	ESTIMATED TOTAL
1	Remove and Replace 4" Concrete	S.F.	75,000	\$4.40	\$330,000.00	\$4.70	\$352,500.00
2	Remove and Replace 6" Concrete	S.F.	40,000	\$5.00	\$200,000.00	\$5.30	\$212,000.00
3	Remove and Replace 8" Concrete	S.F.	5,000	\$5.60	\$28,000.00	\$5.90	\$29,500.00
4	Adjusting Drainage Structure	Ea	45	\$200.00	\$9,000.00	\$200.00	\$9,000.00
5	Reconstruct Drainage Structure	L.F.	40	\$200.00	\$8,000.00	\$250.00	\$10,000.00
6	Remove/Replace Concrete Curb/Gutter, if	L.F.	1200	\$28.00	\$33,600.00	\$23.50	\$28,200.00
7	Install Handicap Ramps per MDOT R-28H	S.F.	7,500	\$6.00	\$45,000.00	\$7.30	\$54,750.00
8	Detectable Warnings	L.F.	50	\$50.00	\$2,500.00	\$120.00	\$6,000.00
9	Remove Concrete & replace with top soil & seed	S.F.	2,000	\$2.00	\$4,000.00	\$2.00	\$4,000.00
10	Tree Root Grind	EA	350	\$50.00	\$17,500.00	\$75.00	\$26,250.00
11	Class "A" Culvert, 12", if needed	L.F.	10	\$20.00	\$200.00	\$30.00	\$300.00
12	6" Edge drain, if needed	L.F.	250	\$8.00	\$2,000.00	\$10.00	\$2,500.00
13	Install Concrete Sidewalk, 4" as per specs.	S.F.	5,000	\$5.00	\$25,000.00	\$3.45	\$17,250.00
14	Install Concrete Sidewalk, 6" as per specs.	S.F.	500	\$6.00	\$3,000.00	\$4.00	\$2,000.00
15	Install Concrete Sidewalk, 8" as per specs.	S.F.	250	\$7.00	\$1,750.00	\$5.00	\$1,250.00
16	Install HCR Cheek Walls, 0"-18' in height	L.F.	50	\$20.00	\$1,000.00	\$20.00	\$1,000.00
17	Traffic Maintenance		Included		Included		Included
18	Soil Erosion Control		Included		Included		Included
19	Restoration		Included		Included		Included
ESTIMATED ONE (1) YEAR GRAND TOTAL COST PROPOSAL A - SIDEWALK REPLACEMENT AND INSTALLATION					\$710,550.00		\$756,500.00

PROPOSAL B: SANITARY MANHOLE REHABILITATION

ITEM	DESCRIPTION	U/M	EST QTY	UNIT PRICE	ESTIMATED TOTAL	UNIT PRICE	ESTIMATED TOTAL
1	Repair Sanitary Manhole Chimney	L.F.	25	\$300.00	\$7,500.00	\$ 250.00	\$6,250.00
2	Repair Gate Well Manhole Chimney	L.F.	25	\$300.00	\$7,500.00	\$ 250.00	\$6,250.00
3	External Seal - Sanitary Manhole Wrap	L.F.	25	\$300.00	\$7,500.00	\$ 250.00	\$6,250.00
4	Traffic Maintenance		Included		Included		Included
5	Items of Excavation, Removal & Restoration		Included		Included		Included
ESTIMATED ONE (1) YEAR GRAND TOTAL COST PROPOSAL B - SANITARY MANHOLE REHABILITATION					\$22,500.00		\$18,750.00

ESTIMATED GRAND TOTAL - PROPOSALS A & B:					\$733,050.00		\$775,250.00
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VENDOR NAME:	Luigi Ferdinardi & Son Cement Co. Inc.
CITY, STATE	Roseville, MI
CHECK #:	#1268816
CHECK AMOUNT:	\$10,000.00

ONE(1) YEAR REQUIREMENTS OF THE SIDEWALK REPLACEMENT AND INSTALLATION PROGRAM WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIODS.

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ITEM	DESCRIPTION	U/M	EST QTY	UNIT PRICE	ESTIMATED TOTAL	UNIT PRICE	ESTIMATED TOTAL
1	Remove and Replace 4" Concrete	S.F.	75,000	\$5.75	\$431,250.00		\$0.00
2	Remove and Replace 6" Concrete	S.F.	40,000	\$6.75	\$270,000.00		\$0.00
3	Remove and Replace 8" Concrete	S.F.	5,000	\$7.75	\$38,750.00		\$0.00
4	Adjusting Drainage Structure	Ea	45	\$200.00	\$9,000.00		\$0.00
5	Reconstruct Drainage Structure	L.F.	40	\$200.00	\$8,000.00		\$0.00
6	Remove/Replace Concrete Curb/Gutter, if	L.F.	1200	\$40.00	\$48,000.00		\$0.00
7	Install Handicap Ramps per MDOT R-28H	S.F.	7,500	\$10.00	\$75,000.00		\$0.00
8	Detectable Warnings	L.F.	50	\$50.00	\$2,500.00		\$0.00
9	Remove Concrete & replace with top soil & seed	S.F.	2,000	\$3.00	\$6,000.00		\$0.00
10	Tree Root Grind	EA	350	\$100.00	\$35,000.00		\$0.00
11	Class "A" Culvert, 12", if needed	L.F.	10	\$30.00	\$300.00		\$0.00
12	6" Edge drain, if needed	L.F.	250	\$20.00	\$5,000.00		\$0.00
13	Install Concrete Sidewalk, 4" as per specs.	S.F.	5,000	\$5.00	\$25,000.00		\$0.00
14	Install Concrete Sidewalk, 6" as per specs.	S.F.	500	\$6.00	\$3,000.00		\$0.00
15	Install Concrete Sidewalk, 8" as per specs.	S.F.	250	\$7.00	\$1,750.00		\$0.00
16	Install HCR Cheek Walls, 0"-18' in height	L.F.	50	\$50.00	\$2,500.00		\$0.00
17	Traffic Maintenance		Included	Included		Included	
18	Soil Erosion Control		Included	Included		Included	
19	Restoration		Included	Included		Included	
ESTIMATED ONE (1) YEAR GRAND TOTAL COST PROPOSAL A - SIDEWALK REPLACEMENT AND INSTALLATION					\$961,050.00		\$0.00

PROPOSAL B: SANITARY MANHOLE REHABILITATION

ITEM	DESCRIPTION	U/M	EST QTY	UNIT PRICE	ESTIMATED TOTAL	UNIT PRICE	ESTIMATED TOTAL
1	Repair Sanitary Manhole Chimney	L.F.	25	\$500.00	\$12,500.00		\$0.00
2	Repair Gate Well Manhole Chimney	L.F.	25	\$500.00	\$12,500.00		\$0.00
3	External Seal - Sanitary Manhole Wrap	L.F.	25	\$500.00	\$12,500.00		\$0.00
4	Traffic Maintenance		Included	Included		Included	
5	Items of Excavation, Removal & Restoration		Included	Included		Included	
ESTIMATED ONE (1) YEAR GRAND TOTAL COST PROPOSAL B - SANITARY MANHOLE REHABILITATION					\$37,500.00		\$0.00

ESTIMATED GRAND TOTAL - PROPOSALS A & B:	\$998,550.00	\$0.00
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	VENDOR NAME:	Luigi Ferdinardi & Son Cement Co. Inc.	
	Can Meet	X	X
INSURANCE:	Cannot Meet		
CONTACT INFORMATION:	Hours of Operation	8am-5pm	
	24 Hr Phone #	586-615-6101	
PROGRESS PAYMENTS:	Identified as	Net 30 days	
REFERENCES:	Y or N	Y	
PAYMENT TERMS:		30 days net	
WARRANTY:		Minimum 2 Years	
EXCEPTIONS:		N/A	
FORMS COMPLETED:		Y	
ACKNOWLEDGEMENT: Signed	Y or N	Y	

Standard Purchasing Resolution 2: – Low Bidder Meeting Specifications – Sidewalk Replacement and Installation Program, and Manhole Rehabilitation

RESOLVED, That Troy City Council hereby awards a one (1) year contract with the option to renew for two (2) additional years for sidewalk replacement and installation, and manhole rehabilitation to the low bidder meeting specifications; *Italia Construction of Washington, MI*, for an estimated total amount of \$500,000.00 at unit prices contained in the bid tabulation opened April 21, 2016; a copy of which shall be ATTACHED to the original Minutes of this meeting, contract to expire June 30, 2019.

BE IT FURTHER RESOLVED, That the award is contingent upon contractor's submission of properly executed contract documents, including insurance certificates and all other specified requirements.



**CITY OF TROY
BID PROPOSAL**

The undersigned proposes to complete the **CITY OF TROY SIDEWALK REPLACEMENT AND INSTALLATION PROGRAM, AND MANHOLE REHABILITATION FOR ONE (1) YEAR (2016-2017) WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIODS** in accordance with the attached specifications and diagrams that are to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: Italia Construction Inc.

The document contains the following sections:

Instruction to Bidders (2 pages)	Sidewalk Ramp-Detectable Warning (2 page)
Bid Proposal (8 pages)	Diagram Details (7 pages)
Forms (8 pages)	Specifications-Supplemental "Gate Wells and Sanitary Sewer Manhole (2 pages)
Specifications-Instruction to Bidders (4 pages)	MDOT Update to ADA Ramps (4 pages)
Specifications-General Conditions (10 pages)	Public Act 57 (2 pages)
Specifications-Supplemental General Conditions (2 pages)	Sample Insurance Certificate (1 page)
Specifications-Turf Restoration (5 pages)	Consent of Surety - sample (1 page)
Concrete Pavement Durability(5 pages)	Statement of No Bid (1 page)
Specifications-Sidewalk/Driveway Approach (4 pages)	

PROPOSAL: The undersigned as bidder declares that he/she having examined the plans and specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, 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 therein, 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 A and Proposal B is part.

INSPECTION FEES:

The successful contractor will pay the hourly rate for any overtime incurred by the City of Troy Inspectors for all inspections that fall outside the normal eight (8) hour work day as stated below:

- o \$50.00 / hour - includes charge for inspector and vehicle
- o Normal working hours: Monday – Friday, 7:30 a.m. – 3:30 p.m. (Excluding official City Holidays)

Any inspections that fall outside of these hours will be charged at the hourly rate listed above.

Lane closures on major roads are only allowed between the hours of 9:00am and 3:00pm. Any exception to lane closure hours must be approved in advance and in writing by the Public Works Manager.

Locations not specified could be 8 feet wide at the major rd or 5 feet wide at the local rd. Unit prices will be used only if areas occur with sidewalk gaps; and sidewalk installation will be required.

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

All items of work noted on the Plans 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.

UNIT PRICES:

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

ADDITIONAL INFORMATION:

For additional information or questions concerning this project, please contact MaryBeth Murz, Purchasing Manager at 248-680-7291 or m.murz@troymi.gov between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.

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.

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.

DESIGNATED CITY REPRESENTATIVES:

Ashely Levin, Project Manager, is the designated City representative for this project and can be reached at 248-524-1754 or ashely.levin@troymi.gov between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.

AWARD:

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, equipment, 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 whatever is deemed to be in the City of Troy's best interest

DOWNPAYMENTS AND PREPAYMENTS:

Any bid submitted which requires a down payment or prepayment of any kind prior to delivery of material and acceptance, as being in conformance with specifications will not be considered for award.

DELIVERY:

All materials are to be F.O.B. delivered, freight paid, to the various work sites within the City of Troy.

CONTACT INFORMATION:

Hours of operation: Cosino @ 586 405 1347 24 Hr. Contact Phone No. Cosino @ 586 405 1347
7am - 7pm

LOCAL PREFERENCE:

The City of Troy reserves the right to award a contract to a local business, one that pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid.

EQUIPMENT LIST:

Bidder shall attach a list identified as "Exhibit I" describing the equipment to be utilized on this project.

COMPANY NAME: Italia Construction Inc

MICHIGAN CONSTRUCTION LIEN ACT:

The bidder agrees that, if awarded the Contract 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.

PUBLIC ACT 57:

Public Act 57 requires contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for modifications of contracts for improvement of real property; to provide for remedies; and to repeal acts and parts of acts. This contract shall comply with all applicable provisions of Public Act 57 [a copy of the act is attached for reference (2 pages)].

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 Poor, on standard AIA forms, each in the amount of one hundred percent (100%) of the contract sum. Attorneys-in-fact who sign such bonds must attach a certified copy of their Power of Attorney when the bonds are submitted.

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

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.

COMPLETION SCHEDULE:

The work shall commence 30 days after award of bid (weather permitting). A work schedule shall be provided to Ashely Levin, Project Manager. The designated City representative shall approve the work schedule prior to the start of the project. His/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 notification to proceed.

COMPANY NAME: Italia Construction Inc

SIGNATURE PAGE

PRICES:

Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through contract expiration. The one year contract may be extended through mutual consent of both parties for two (2) additional one-year options within 90 days of contract termination. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without a blanket purchase order issued.

The City can accept an increase at the beginning of the first option year 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. 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.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

NOTE: The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addendum as issued.

TAX ID: 38-2422557

COMPANY: Italia Construction Inc

ADDRESS: 57151 Deer creek ct CITY: Washington STATE: MI ZIP: 48094

PHONE: (586) 677 1697 FAX NUMBER: (586) 677 1687

REPRESENTATIVE NAME: Cosimo Di Cesare

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

PAYMENT TERMS: _____ WARRANTY: Minimum Two Year

CHECK INCLUDED: Yes \$10,000.00 COMPLETION: As Specified

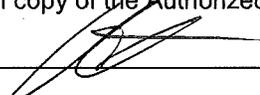
EMAIL: CDC-ItaliaConstruction@yahoo.com

EXCEPTIONS:

Any exceptions, substitutions, deviations, etc. from the City of Troy specifications and this proposal must be stated below. The reason for the exception(s), deviation(s), substitution(s), are an integral part of this bid offer.

ACKNOWLEDGEMENT:

I, Cosimo Di Cesare, certify that I have read the **Instructions to Bidders** (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

IMPORTANT: All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant MSDS at the time of bid submission.

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.

US 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:

Italia Construction Inc

A **corporation** duly organized and doing business under the laws of the State of Michigan
For whom Cosimo DiCesare, bearing the office title of JR. V.P.
_____, whose signature is affixed to this proposal, is duly authorized to execute contracts.

A ~~partnership~~, all members of which, with addresses, are:

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

A ~~individual~~, whose signature is affixed to the proposal:

_____	_____
-------	-------



**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

I am able to certify to the above statements.

Italia Construction Inc

Name of Agency/Company/Firm (Please Print)

Cosimo Di Cesare JR. U.P.

Name and title of authorized representative (Please Print)

Signature of authorized representative

Date *4 21 16*

I am unable to certify to the above statements. Attached is my explanation.



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

ARTICLES OF AGREEMENT, made and entered into this _____ day of _____

20__ 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 the Specifications "General Conditions", "Supplemental General Conditions", "Turf Restoration Specifications", "Sidewalk / Driveway Approach Specifications", and "Sidewalk Ramp – Detectable Warning 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 bonds submitted, furnish all labor, materials, and equipment necessary and perform all of the work as set forth in his/her Proposal in strict accordance with the 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 Declaration**

I hereby declare that I have not, during the period _____ to _____, A.D. 20__ 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
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.

Estimate of Quantities

The estimated quantities for the scheduled items of work involved in the execution of this Contract are as set forth in as much detail as is practicable on the bid proposals, 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 venture 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.

COMPETENCY OF THE BIDDER

The opening and reading of the Proposal shall not be construed as an acceptance of the Bidder as a responsible Bidder. The City reserves the right to determine the responsibility of a Bidder from its knowledge of the Bidder's qualifications or from other sources.

Bidders must have at least three-(3) years experience in the scope of the work described here in these contract documents in order to be considered a qualified bidder with references.

The City reserves the right to require certified supporting data regarding the qualifications of the Bidder in order to determine whether he/she is a responsible Bidder. The Bidder will be required to furnish the following information sworn to under oath by him/her:

1. The Bidder's performance record with listing of work of a similar character and proportions that he/she has constructed, giving the name of the City, date built, and construction cost.
2. A tabulation of other work now under Contract, giving the location, type, size, required date of completion, and the percentage of completion to date of each job.
3. An itemized list of Bidder's equipment available for use on the proposed Contract.
4. A listing of the major parts of the work which are proposed to be sublet along with a complete list and references of all subcontractors and sub-subcontractors.
5. The experience of the Bidder's key personnel and the name and title of the person(s) who would supervise the work and make "on the job" decisions during construction.
6. The Bidder's certified financial statement, dated within sixty (60) days prior to the opening of Bids. The City may require that any items of such statements be further verified.
7. Evidence that the Bidder is licensed to do business in the State of Michigan, in case of a corporation organized under the laws of any other State.
8. A construction schedule for that portion of the Contract for which he/she is under consideration for award, based on starting construction within ten (10) days after receiving "Notification to Proceed."
9. Such additional information as will satisfy the City that the Bidder is adequately prepared to fulfill the Contract.

The City may make such additional investigations as deemed necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the City all such information and data for this purpose as requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

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
- A. **"Contract" or "Contract Documents"**: shall mean the agreement covering the performance of the work hereinafter defined, and payments therefore; including the Bid Proposal, Instructions to Bidders, General Conditions, Executed Contract Form, Contract Bonds, Insurance, Specifications, Supplementary Agreements, and 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/her 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/her successor, assigns, or his/her 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.
 - 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 specific article, materials, or equipment mentioned shall be understood as indicating the type, 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. Approved alternates that are submitted as part of this proposal will be reviewed by the Designated City Representative. 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.
- 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. Supplemental General Specifications
 2. Supplemental General Conditions
 3. Project Plans and Drawings (if applicable)
 4. Instructions to Bidders - Specifications
 5. 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 clearer or more specific the Drawings and Specifications, or as may be necessary to explain or illustrate changes in the work to be done.

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/her 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/she 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/she 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.
- 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/her 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/her 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 prosecute 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/she 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 Contract 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/she should make a general assignment for the benefit of his/her 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/her 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 monies 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/her 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.

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

- O. **Separate Contracts:** The City reserves the right to let other contracts with the work. The Contractor shall cooperate with other contractors in regards to storage of materials and execution of their work and he/she shall properly coordinate and connect his/her work with theirs.

The Contractor shall inspect the work by other contractors which may affect his/her work and shall report to the Designated City Representative any irregularities which will not permit him to complete his/her 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/her work except as to defects which may develop in the other contractor's work after the execution of his/her work. To insure proper execution of his/her 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.

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/her certificate therefore submitted to the Designated City Representative.

3. **Materials Encountered Become Property of the City:** All excess material excavated or any other materials encountered during the construction operations and which constitute a disposal surplus during or at the end of the construction period, shall be the property of the City and shall be disposed of in the following manner:

The Contractor shall place such materials at locations and in a manner as designated by and at the request of the Designated City Representative. Such haul shall be located within the City of Troy. When the City has no need of such surplus material, it shall be disposed of by the Contractor, at his/her own dump. The cost of removal of such surplus material shall be considered incidental to the work and shall be included in the unit price bid for the item.

4. **Clean Up:** The Contractor shall remove from the City's property and all private property, at his/her own expense, all temporary structures, rubbish, and waste materials resulting from his/her operations.

Section 5 Insurance, Legal Responsibility and Public Safety

- A. **Contractor's** A sample certificate of insurance is attached which specifies insurance requirements that must be provided by the contractor submitting the bid proposal.
- B. **Contract Security:** The Contractor shall furnish a Performance Bond in an amount at least equal to 100 percent of this Contract. The Contractor shall furnish, also, a separate Labor, Material and Payment Bond in an amount at least equal to 100 percent of the Contract price as security for the payment of all persons performing labor on the project under this Contract, and furnishing materials in connection with this Contract.
- The surety on each such bond shall be a duly authorized surety company satisfactory to the City. The Contractor shall furnish a Maintenance and Guarantee Bond in an amount equal to 100% of the contract price covering all work under this Contract. This guarantee is to cover a period of two (2) years subsequent to the date of the final estimate, unless otherwise specified.
- C. **Insufficient of Sureties:** Should the City at any time deem the Sureties under the Contract to be unsatisfactory, and they so notify the Contractor, the Contractor shall furnish forthwith in substitution, new sureties acceptable to the City; and no further payment shall be deemed due or shall be made until the new sureties shall qualify and be accepted by the City.
- D. **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 his/her 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.

- E. **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.

- F. **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/her or her hire, tenure, terms, conditions or privileges or employment because of his/her or her religion, race, color, national origin, age, sex, height, weight, material 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.

- G. **Permits:** The Contractor shall secure, at no cost to the City, all permits and licenses necessary for the prosecution of the work.

- H. **Protection of Work and Property:** The Contractor shall continuously maintain adequate protection of all his/her work from damage and shall protect all public property and private abutting property from injury and loss arising in connection with this Contract. He/she 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/her work. He/she 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.

- I. **Sanitary Requirements:** The Contractor shall provide on-site, suitable and adequate toilet facilities for the use of his/her 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.

all work described by the Contract Documents. He/she 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.

- F. **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.
- G. **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/she 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/her work as determined by the Designated City Representative.
- H. **Claims for Non-Specified Work:**
No bill 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 has 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 superintendents, 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.
- I. **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.
- J. **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/her 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.
- K. **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.
- L. **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 expense incurred through the Contractor's default shall be certified by the Designated City Representative.

- M. **Payment for Work Terminated by the Contractor:** Upon suspension of the work or termination of the contract by the Contractor, he/she 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.
- N. **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.
- O. **Unnoticed Defects:** Any defective work or material that may be discovered by the Designated City Representative before the final acceptance of the work, or before final payment has been made, shall be removed and replaced by work and material which shall conform to the spirit of the specifications. Failure or neglect on the part of the Designated City Representative to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials.
- P. **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/she has paid all claims of every nature, or secured a release from the 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/her sureties from any obligations under the contract documents or the performance bond, maintenance and guarantee bond or payment bond.

- Q. **Correction of Defective Work after Final Payment:** The Contractor shall remove any defects due to negligence or defective materials or faulty workmanship which appear within two (2) years of the date of final payment, and shall execute the attached 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/she will obtain information concerning facilities for receiving, transporting, handling and storing construction equipment and materials and concerning other local conditions that may affect his/her work.

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 out letting 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.

- **Use of City Water:** Water for construction needs must be paid for by the Contractor. If an existing fire hydrant is utilized for 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:

1. 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 another time is specifically permitted by the Water Department. 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).
2. 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 of breaks caused by irresponsible persons shall be borne by the Contractor involved.
3. The Contractor shall familiarize himself/herself with the locations of the existing gate valves, and have them made easily accessible for emergency shut-offs.
4. 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.
5. The Water Department requires advance notice forty-eight (48) hours prior to any shutting off of the water mains.
6. The Water Department will always cooperate with any Contractor whose operations require water main shut-offs. Failure to comply with the procedure stated above will only hinder and delay the Contractor's work.
7. 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: 524-3370 / Nights-Weekends: 524-3427
(Police)

- **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.

- **Ventilation and Safety in Gas:** Positive and approved means shall be provided by the Contractor 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.

- **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/her 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/she shall immediately so notify the Contractor, informing him/her of the nature of the defect, location, remedies desired and a time limit within which the defect may be remedied.

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.

- **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/she shall take every care to preserve their location. If directed by the Designated City Representative, he/she 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.
- **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/her equipment prior to entering the public roadway. If mud is accidentally tracked onto a public roadway, it shall be removed immediately and the



**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/herself 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/her 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 before June 30, of each year of contract. 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/her labor and equipment and when bidding, shall include in his/her 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/her 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. Sidewalk Ramp shall be in accordance with City of Troy Sidewalk and Driveway Approach Specifications and MDOT R-28-H requirements. See Attached Diagrams: MDOT Sidewalk Ramp and Detectable Warning Details

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.



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

Contractor Qualification

1. 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 Nurserymen.

1. Product Handling
 - A. Deliver and Storage
 - (1) Deliver all items to the site in their original containers with all intact and legible at time of City 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
 - (1) 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.

Seed / Sod Determination

When there is a functioning underground irrigation system present, lawn, restoration shall be done with sod. When there is no underground irrigation system, lawn restoration shall be seed.

Scheduling

1. Fall seeding and/or sodding may be performed from September 1st until October 15th. Sodding may proceed from October 15th to December 1st or until ground is frozen, at the discretion of the Designated City Representative.
2. Dormant seeding may be used from October 15th to December 15th.
3. Spring seeding and/or sodding may be performed from the time the soil can be worked until June 30th.
4. Permanent seeding and sodding shall not take place between July 1st and September 1st, unless agreed to by the Designated City Representative.
5. Temporary seeding and mulching for soil erosion control in accordance with Part 91, Soil Erosion and Sedimentation control, of the Natural Resource and Environmental Protection Act, 1994 PA 451 may occur between July 1st and September 1st.

Seed / Sod Preparation – continued

3. Fertilization

- A. 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 squares 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.

Seeding Operation

- 1. Seed shall be sown with either a cyclone type spreader or with a Brillion type seeder. 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:

Proportion			
Name	By Weight	Purity	Germination
Adelphi Ky Bluegrass	30%	90%	90%
Falcon Tall Fescue	30%	90%	90%
Manhattan II Perennial Rye	30%	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 and Straw are not a satisfactory mulching material and will not be allowed.

- A. Cellulose Fiber: shall be commercial manufacturers and approved by the City. Mulch will not contain grass seed or fertilizer.

- B. Organic tackifier shall be applied at a rate of 70 lbs/acre.

2. Application

- A. Spray the area with a uniform visible coat, using the dark color of the cellulose fiber as a visual guide. The slurry shall be applied in a downward drilling motion via a fan stream nozzle. Insure that all of the slurry components enter and mix with the soil. Insure the uniformity of the mulch application. The Designated City Representative shall approve the hydraulic contractor.

- B. Exercise special care to prevent any of the slurry from being sprayed onto any hard cape areas including concrete walks, fences, walls, buildings, etc. Remove all slurry sprayed onto these surfaces at the contractor's expense.

Maintenance, Watering

1. Watering – continued

- 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.

Samples

The City reserves the right to take a tank sample of the chemical solution being applied for testing to determine if the solution in question meets the specifications.

Deviation From Specifications

If deviations from these specifications are required for any reason, a copy of your proposed program and copies of E.P.A. Chemical Label(s) must be attached to the proposal.

The bidder shall provide the City with up to date *Material Safety Data Sheets* for all chemical compounds used in providing this service.

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 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.

The maximum substitution of cement with the fly ash permitted shall be 25% by weight of total cementitious material (cement plus fly ash). Additional requirements for the Fly Ash, Class F are that the Calcium Oxide (CaO) percent shall be less than 10 % and the available alkalis shall not exceed a maximum of 1.5%. A copy of the most recent mill test report shall be submitted to verify. Note: a Class C fly ash with a minimum total oxides ($\text{SiO}_2 + \text{Al}_2\text{O}_3 + \text{Fe}_2\text{O}_3$) of 66% and a minimum SiO_2 of 38% may be used in lieu of Type F fly ash.

The maximum substitution of cement with the Slag Cement permitted shall be 40% by weight of total cementitious material (cement plus Slag Cement). The minimum replacement rate with Slag Cement shall be 25%.

For a ternary blend the total replacement of supplementary cementitious materials is 40% with a blend consisting of a maximum of 15% type F fly ash, and/or 8% silica fume and/or slag cement.

For method 1, the effectiveness of the proposed mix combination to resist the potential for excessive expansion caused by ASR shall be demonstrated using current or historic data. To demonstrate the effectiveness of the proposed mix the Contractor shall construct and test mortar bars per ASTM C1567 (14 day test) using both the fine and coarse aggregate along with the proposed cementitious material for the concrete mixture. If a mortar bar constructed of these materials produces an expansion of less than 0.10%, concrete mixture will be considered to be resistant to excessive expansion due to ASR.

If a mortar bar constructed produces an expansion of 0.10% or greater, concrete mixtures containing these materials shall not be considered resistant to the potential for excessive expansion due to ASR and shall be rejected. Additional testing, including alternate proportions or different materials will be required.

Method 2. Use low alkali cement and maintain the total alkali content from the cementitious at no more than 3.0 lbs/cyd ($\text{Na}_2\text{O}_{\text{eq}}$). The total alkali contribution is calculated by the quantity contained in the Portland cement only.

Requirements for Low Alkali Cement are that the alkali content does not exceed 0.60% expressed as Na_2O equivalent. Equivalent sodium oxide is calculated as: (percent Na_2O + 0.658 x percent K_2O).

For either method 1 or 2, if the Contractor intends to change any component material supplied after the mix design has been approved all concrete work will be suspended with no cost to the owner or extension of time, unless approved, until evaluation of the new mixtures and testing of the new materials demonstrates that it is resistant to excessive expansion due to ASR.

The Owner and Contractor shall monitor the concrete that is delivered to the project site so as to insure that the approved mix design is being followed. The supplier shall include on the delivery ticket for each batch of concrete delivered to the job, the identification and proportions of each material batched. In lieu of individual batch tickets a detailed summary report showing the batch weights for each load may be submitted, at the end of

3. Construction Processes

1. Aggregate control

Gradation control – The Contractor shall provide a detailed stockpile management plan, describing their process control procedure for shipping, handling, and stockpiling of each aggregate including workforce training.

Moisture control – All aggregate materials must be conditioned to a moisture content of not less than saturated surface dry (SSD) prior to batching. A watering process using some type of sprinkler system is required on all coarse aggregate material stockpiles.

2. Mixing

Central mix plants

The total volume of the batch shall not exceed the designated size of the mixer or the rated capacity as shown on the manufacturer's rating plate.

Drum Mix Plants:

After all solid materials are assembled in the mixer drum; the mixing time shall be a minimum of 60 seconds and a maximum of 5 minutes. The mixing time may be decreased if the ASTM C-94 11.3.3 mixer efficiency tests show that the concrete mixing is satisfactory. The Engineer may require an increase in the minimum mix time if the mixer efficiency test determines that the concrete is not being mixed satisfactorily. The minimum mixing time shall start after the mixer is fully charged. Mixers shall be operated at the speed recommended by the manufacturer as mixing speed. The mixer shall be charged so that a uniform blend of materials reached the mixer through out the charging cycle. Any additional slump water required shall be added to the mixing chamber by the end of the first 25% of the specified mixing time. Mixers shall not be used if the drum is not clean or if the mixing blades are damaged or badly worn.

Ribbon mixers:

After all solid materials are assembled in the mixer; the mixing time shall be a minimum of 30 seconds and a maximum of 2.5 minutes. The mixing time may be decreased if the ASTM C-94 11.3.3 mixer efficiency tests show that the concrete mixing is satisfactory. The Engineer may require an increase in the minimum mix time if the mixer efficiency test determines that the concrete is not being mixed satisfactorily. The minimum mixing time shall be indicated by an accurate timing device which is automatically started when the mixer is fully charged. Mixers shall be operated at the speed recommended by the manufacturer as mixing speed.

The mixer shall be charged so that a uniform blend of materials reached the mixer through out the charging cycle. After any additional slump water is added to the mixing chamber the mixing shall continue for a minimum of 10 seconds. Mixers shall not be used if the mixer is not clean or if the mixing blades are damaged or badly worn.



**City of Troy
Oakland County, Michigan
Sidewalk and Driveway Approach Specifications**

1. General

- a) This work shall consist of the replacement of the defective and unsafe pavement (concrete or asphalt), sidewalks or driveway approaches and any disturbed pavement during construction. All work shall conform to MDOT 2012 Standard Specifications for Construction.
- b) When no pay items appear in the proposal for pavement restoration it shall mean that payment is included in other proposal items of work.

2. Dimensions

- a) Thickness: All public sidewalks shall be not less than four (4) inches thick and not less than six (6) inches thick across any residential driveway and not less than eight (8) inches thick across any commercial or industrial driveway. All residential driveway approaches shall be not less than six (6) inches thick. All commercial and industrial driveway approaches shall be not less than eight (8) inches thick. Sidewalk ramps shall be six (6) inches thick.
- b) Width: All public sidewalks shall be not less than five (5) feet wide except those sidewalks identified to be a minimum of eight (8) feet in width on any plan for the area as adopted or accepted by the City Council. In general, eight (8) foot sidewalk shall be provided on all major roads.

3. Materials

- a) Cement: All cement used in sidewalk and driveway approach construction shall be Air Entraining Portland Cement, Type I-A, ASTM Designation C-150.
- b) Fine Aggregate: The fine aggregate shall meet all requirements of the current MDOT Standard Specification for 2 NS Natural Sand.
- c) Coarse Aggregate: The coarse aggregate shall meet the current MDOT Standard Specification for 6AA coarse aggregate.
- d) Water: Water used in concrete shall be clean, free from oil, acids, strong alkalis or vegetable matter. If City water is used in the concrete, all necessary permits shall be obtained from the City Water Department.
- e) Expansion Joints: Expansion joints shall be constructed using preformed expansion joint filler, ASTM D-1751, not less than one-half (1/2) inch thick, the length shall be equal to the width of the slab and the depth equal to the thickness of the thicker slab.

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

- f) Curing compound: The curing compound shall be white membrane type ASTM C-309, Type 2, Class B vehicle. It shall retain at least 93 percent of the moisture for a period of three (3) days when tested according to ASTM Specifications Designated C-156.

4. Concrete

- a) Mix Composition: Concrete for sidewalks and driveway approaches shall be MDOT Grade 35P. The concrete mix proportion shall be one (1) part cement, one and one-half (1½) 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 (3) inches. Concrete shall attain a minimum compressive strength of 3,500 psi after 28 days.

6. Site Preparation – continued

- e) Line and Grade: The City Engineering Department will establish line and grade as necessary for City projects.
- f) 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.
- g) Any existing objects or improvements which must be removed or relocated, in the opinion of the Designated City Representative, to facilitate the construction of a sidewalk or driveway approach, shall be removed or relocated at the private property 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.

7. Construction Procedure

- a) Construction: All sidewalks, pavements and driveway approaches shall be constructed as required in accordance with the MDOT 2012 Standard Specifications for Construction.
- b) 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.
- c) 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.
- d) 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:
 - (1) At the back of the curb and front edge of the sidewalks adjacent to each driveway approach and service walk.
 - (2) At intervals not to exceed fifty (50) feet in all public sidewalks.
 - (3) At the back of curb where the ramps extend from the key flag to the street.
 - (4) Between the key flag and any abutting sidewalk.
 - (5) At any place where a sidewalk abuts an existing building.
 - (6) At any other location the Engineer may deem necessary.
- e) 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 ($1\frac{1}{4}$) inches. Contraction joints for sidewalks shall be spaced at five (5) feet. Contraction joints for driveway approaches shall be constructed as shown on the attached detail drawing.
- f) 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 ($\frac{1}{2}$) inch radius edging tool that will finish to a width of two (2) inches. 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.
- g) Curing: A uniform film of white membrane, curing compound as specified under Section 3.f) 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. The white membrane will be consistent with the same shade as a white piece of paper



**CITY OF TROY
OAKLAND COUNTY, MICHIGAN
SPECIAL PROVISION FOR
SIDEWALK RAMP – DETECTABLE WARNING SURFACE**

A) Description

Handicap ramps shall be done in accordance with Section 803 of the 2012 Michigan Department of Transportation Standard Specifications for Construction, along with the City of Troy specification attached herein. Sidewalk, handicap ramp construction shall also follow the latest ADA requirements. This work shall consist of furnishing and installing sidewalk ramp(s) with detectable warning surface at the specified location(s).

B) Detectable Warning Surface Materials

Provide detectable warning surfaces that contrast visually with adjacent walking surfaces, either light-on-dark or dark-on-light.

Cast-in-place detectable warning areas shall be Armor Tile Tactile Systems as manufactured by Engineered Plastics, Inc., Product No. ADA-C-2424-C, DA-C-2436-CR, ADA-C-2448-CR, or ADA-C-2460-CR, Colonial Red (CR) Federal No. 20109. ADA solutions, Cast-in-place Composite Tactile, Brick Red “Munsell color notation 10R 3/6”.

C) Construction

Construct sidewalk ramp according to Section 803 of the 2012 Standard Specifications for Construction, Standard Plan R-28 series, and sidewalk ramp drawings. Sidewalk handicap ramp construction shall also follow the latest ADA requirements. Installation of detectable warning surfaces shall be done by certified individuals, according to the manufacturer’s instruction and Standard Plan R-28 series, and sidewalk ramp drawings.

The sidewalk ramp is to be 6 inch thick non-reinforced concrete. The location or area that is to be considered sidewalk ramp shall be from the back of curb (at the ramp location) to a point 5 feet up the ramp. Beyond this point shall be considered 4 inch thick non-reinforced concrete sidewalk and will be paid for separately under the applicable pay item in the Proposal.

D) Measurement and Payment:

The completed work as measured and will be paid for at the contract unit price for the following contract item (pay item):

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
Handicap Ramps MDOT R-28-H (Sidewalk Ramp Detail)	S. ft
Detectable Warnings	L. ft

Handicap Ramps MDOT R-28-H (Sidewalk Ramp Detail) will be measured by the area of the ramp, in place. Payment includes all labor, materials equipment saw cut, removal and replacement of curb and cutter, required to construct the sidewalk ramp pavement as shown on the plans, including monolithic rolled curbs or side flares along the longitudinal edges of the ramp. Payment also includes all labor, materials and equipment necessary to install detectable warning surface.

Sidewalk Detectable Warnings shall be placed at all street intersections and commercial/industrial driveways. Sidewalk Detectable Warning details shall conform to ADA requirements, MDOT Specifications and MDOT Detail R-28-E. Warning details shall apply to all construction or reconstruction of streets, curbs, or sidewalks.

CITY OF TROY
SUPPLEMENTAL SPECIFICATIONS
"GATE WELLS AND SANITARY SEWER MANHOLE Rehabilitation"

SCOPE:

The provisions of this section are intended to supplement or take precedence over the general specification. This work shall consist of sanitary sewer and gate wells structure rehabilitation. Repair shall include the removal and replacement of defective frame and cover, bricks, concrete rings below the cover down to the cone and sealing the chimney as per specifications. Repairs are scattered throughout the City and the contractor must move between locations without additional cost to the City.

GENERAL:

A. Remove Frame & Cover:

The contractor shall remove the existing manhole frame and cover and, if they are not being reused, dispose of them as directed by the City's representative. Existing frames and covers that are to be reused shall be thoroughly cleaned before reinstallation. All "old style" frames and covers will be replaced with current style. 1040 ZPT sewer and 1040 Z water.

B- Repair

Repair shall include the removal of defective bricks/ concrete rings below the cover down to the cone. All adjustment, rising, and rebuilding will be done with precast concrete raise rings. These are available in different thicknesses and come with the threaded rod anchor holes sleeved in. The raise rings will be cemented to the precast. The frames will be cemented to raise rings, small grade angle adjustments can be done at the rings if necessary using cements brick or slabs. The cement mixture will be Portland cement type 1 mixed with mason sand or type 2SN sand. Chimney height will be a maximum height of 24 inches and a maximum height of 30 inches from top of frame/grade to the first step or varied by supervisor inspection. Steps will be approximately 16 inches apart.

C- Reset Frame & Cover:

The contractor shall install the new or reused frame so that the top of the cover is at the required grade. Frames will be anchored to the precast with four ¾" threaded rods connected to steel drop-in expanding type anchors (Powers Fasteners part no. 06312 or approved alternate) drilled into the concrete precast. Minimum ¾" x 2" x 1/8" flat washers and hex head nuts on top of the frame. All hardware shall be cadmium coated. New style frames and covers will be supplied to the contractor during normal work hours and all old style frames and covers will be returned to the City of Troy DPW yard. Any debris falling inside the structure shall be removed immediately.

D- Manhole sealing

Sanitary manhole and gate well chimneys will be back plastered with ½" mortar smooth from the ring flange to below the top of the precast this also will be done on the inside. This will be used to eliminate the infiltration/inflow under the manhole frame and the inflow through and around manhole covers. The existing manhole structure shall be adjusted to exactly fit the established grades.

1- Sanitary Sewer Manhole external seal

Sanitary manhole chimneys, after a 24 hour cure time of the plaster coating, will be heavily coated on the outside with all weather butyl and then a visqueen wrap, minimum thickness of 8 mils, will be applied to the butyl, pressed firmly in place to further protect and seal the chimney. This butyl and plastic will extend from above the ring flange to below the top of the precast cone. Concrete can be installed immediately after the visqueen wrap.

2- Gate well external seal

Back plaster the chimney section with smooth mortar, then after a minimum 24-hour curing period concrete will be installed.

PUBLIC ACT 57
STATE OF MICHIGAN
89th LEGISLATURE
REGULAR SESSION OF 1998

Introduced by Resp. Middaugh, Alley, Brackenridge, Olshove, Dobronski, Griffin, Gernaat, Walberg, Rhead, Richner, Kukuk, Callahan, Murphy, Thomas, Leland, Profit, Palamara, Wetters, McNutt, Varga, Gagliardi, Gustafson, Kilpatrick, Sikkema, Schermesser, Birkholz, Bodern, 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 modifications of contracts for improvement to real property; to provide for remedies; and to repeal acts and parts of acts.

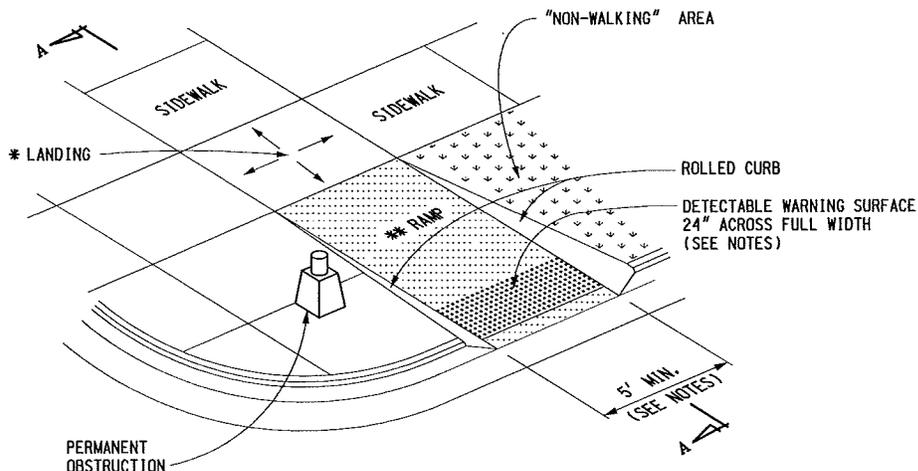
The People of the State of Michigan enact:

Sec. 1 As used in this act:

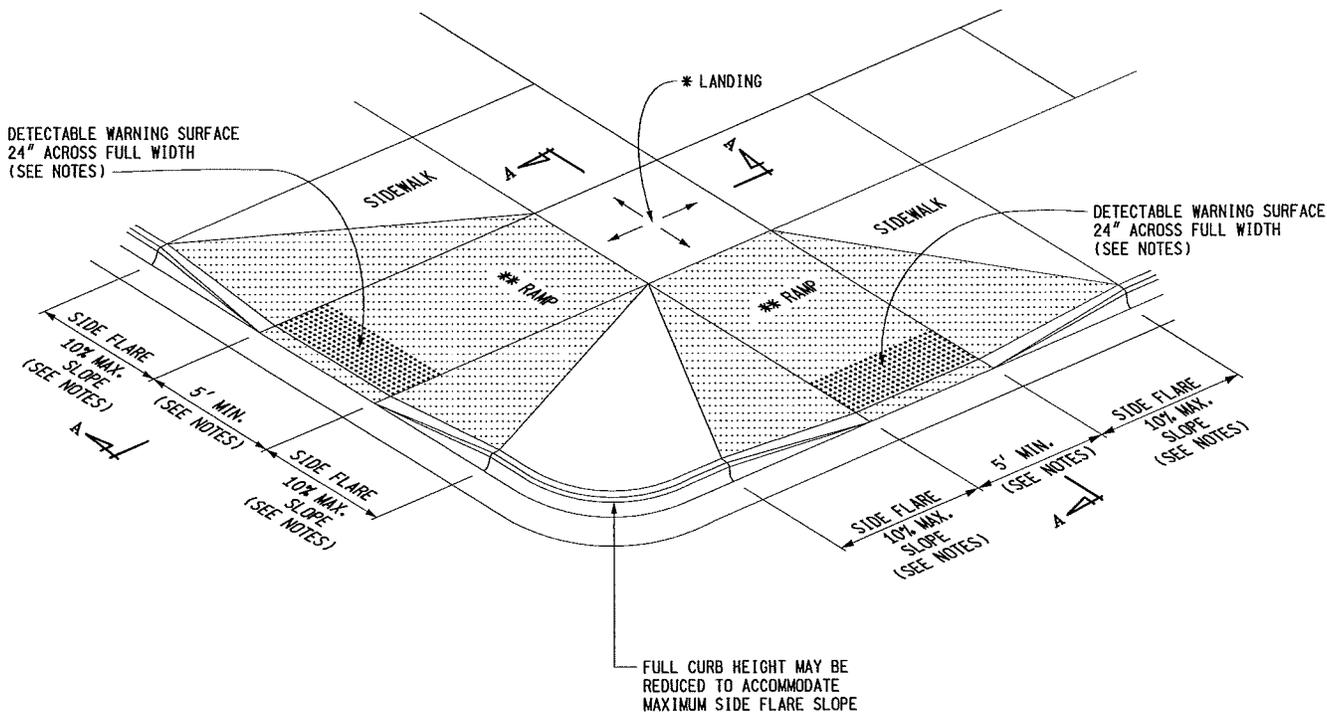
- (a) "Contractor" means a person who contracts with a governmental entity to improve real property or perform or manage construction services. Contractor does not include a person licensed under Article 20 of the Occupational Code, 1980 PA 299, MCL 339.2001 to 339.2014.
- (b) "Governmental Entity" means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

* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

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



SIDEWALK RAMP TYPE R
(ROLLED SIDES)



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



PREPARED BY
DESIGN DIVISION

DRAWN BY: B.L.T.

CHECKED BY: W.K.P.

DEPARTMENT DIRECTOR
Kirk T. Stuedle

APPROVED BY: _____
DIRECTOR, BUREAU OF FIELD SERVICES

APPROVED BY: _____
DIRECTOR, BUREAU OF DEVELOPMENT

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

**SIDEWALK RAMP AND
DETECTABLE WARNING DETAILS**

F.H.W.A. APPROVAL

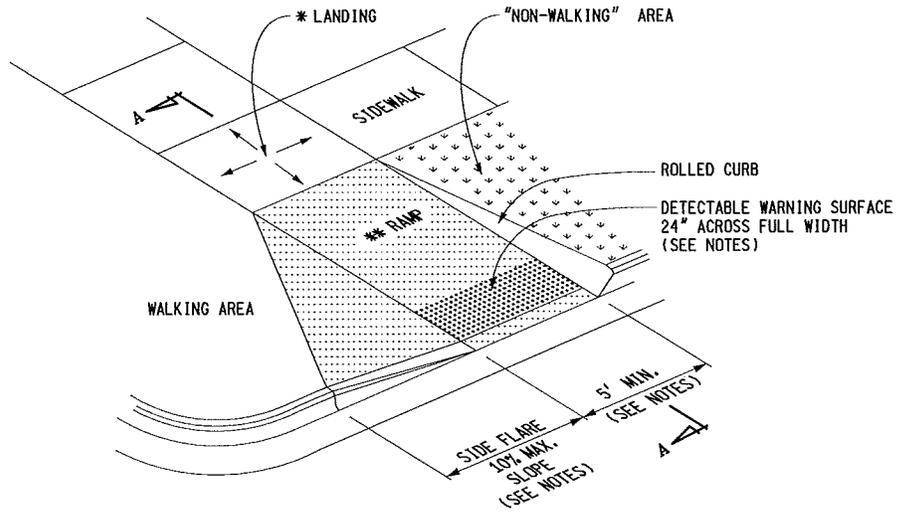
3-15-2016
PLAN DATE

R-28-J

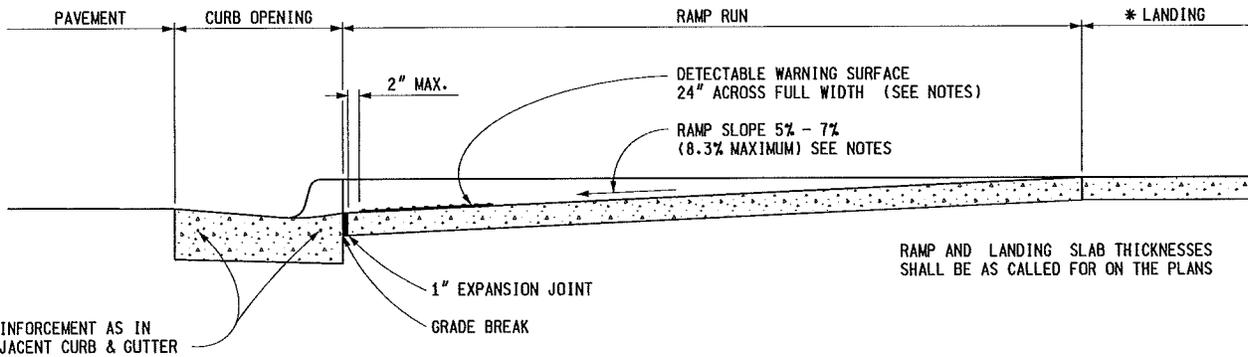
SHEET
1 OF 7

* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

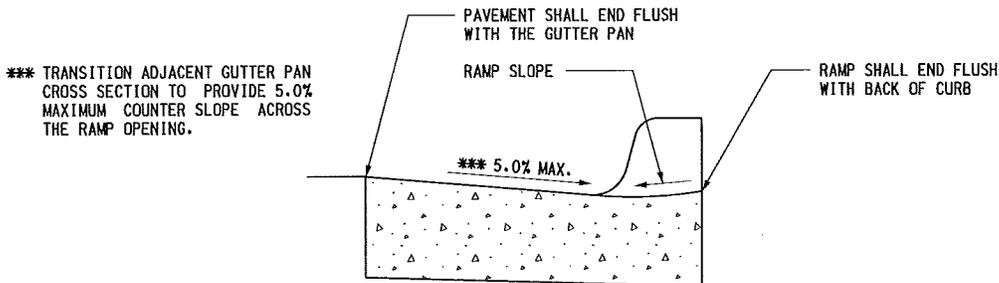
** MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



SIDEWALK RAMP TYPE RF
(ROLLED / FLARED SIDES)



SECTION A-A



SECTION THROUGH CURB OPENING
(TYPICAL ALL RAMP TYPES)

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR

**SIDEWALK RAMP AND
DETECTABLE WARNING DETAILS**

F.H.W.A. APPROVAL

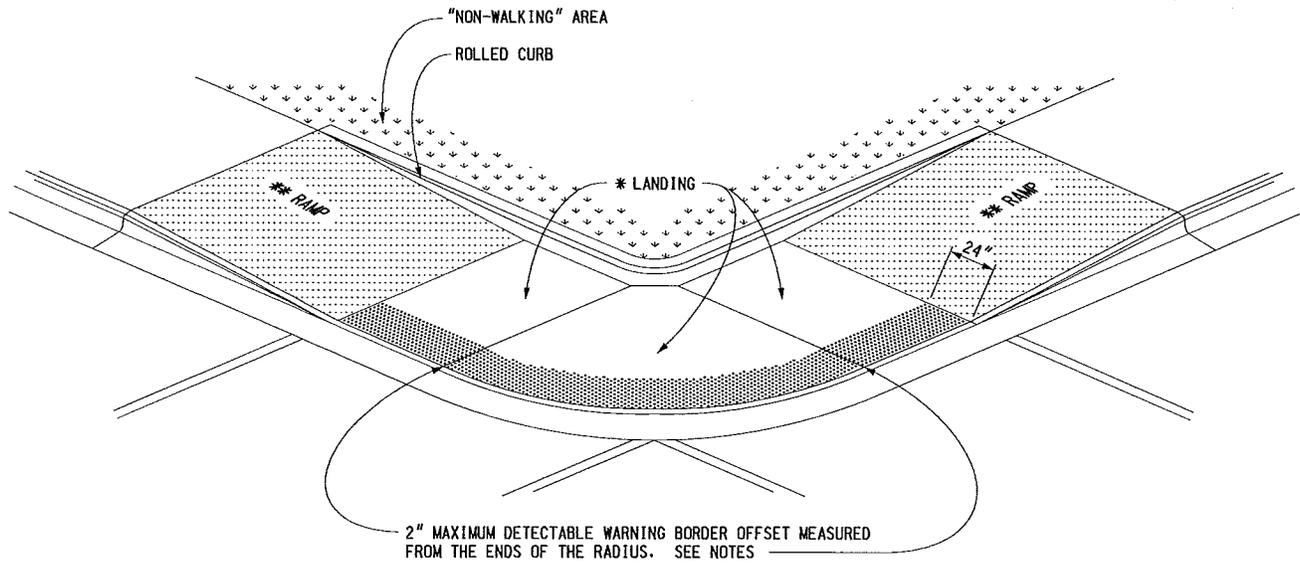
3-15-2016
PLAN DATE

R-28-J

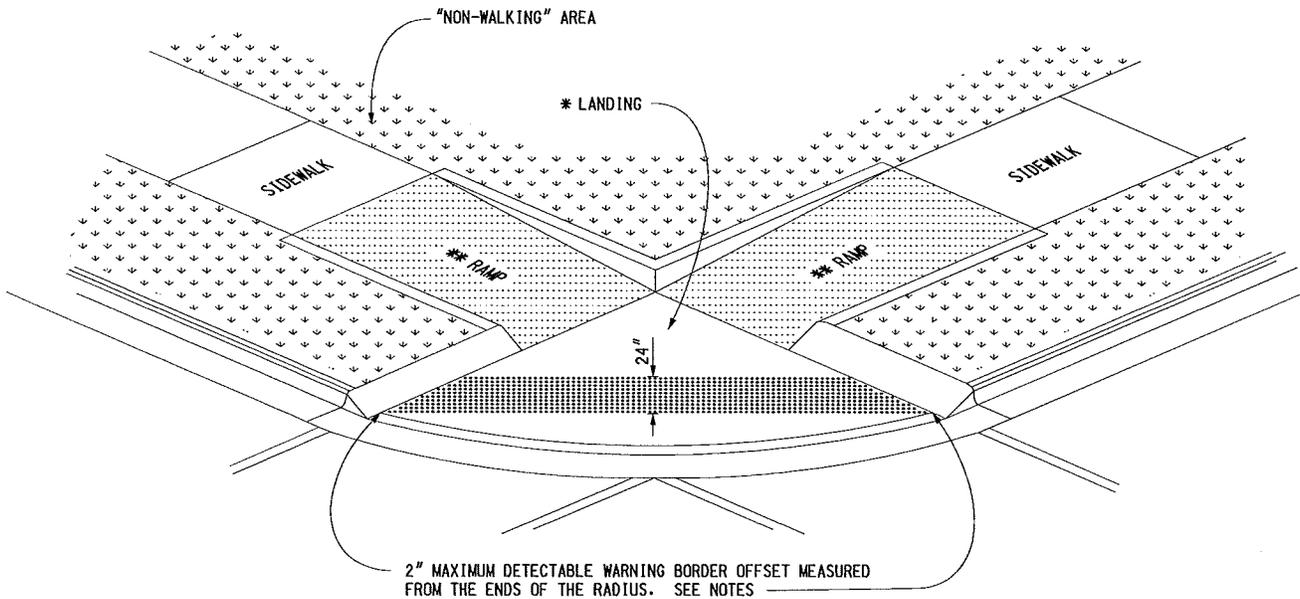
SHEET
2 OF 7

* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

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



(RADIAL DETECTABLE WARNING SHOWN)



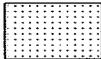
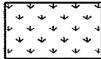
(TANGENT DETECTABLE WARNING SHOWN)

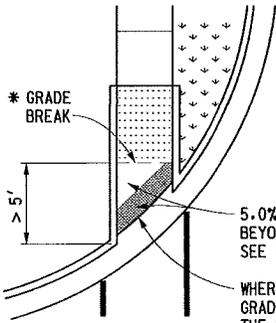
SIDEWALK RAMP TYPE D
 (DEPRESSED CORNER)

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

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN FOR			
SIDEWALK RAMP AND DETECTABLE WARNING DETAILS			
F.H.W.A. APPROVAL	3-15-2016 PLAN DATE	R-28-J	SHEET 4 OF 7

LEGEND

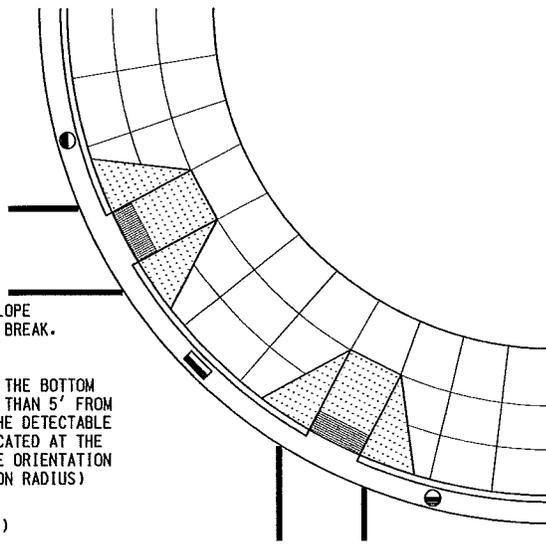
	SLOPED SURFACE
	DETECTABLE WARNING
	"NON-WALKING" AREA
	CROSSWALK MARKING
	PREFERRED LOCATION OF DRAINAGE INLET (TYP.)
	ALTERNATE LOCATION OF DRAINAGE INLET (TYP.)



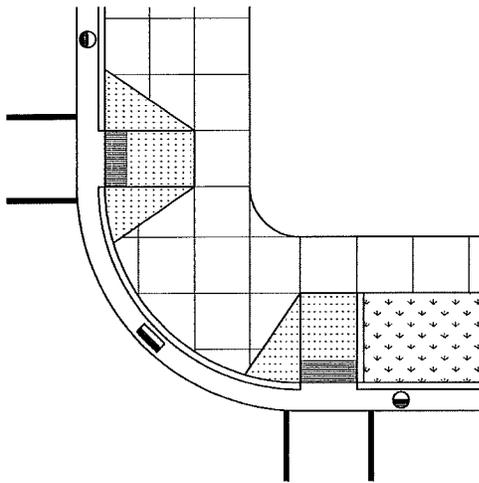
5.0% MAX. RUNNING SLOPE BEYOND BOTTOM GRADE BREAK. SEE SECTION B-B

WHERE EITHER END OF THE BOTTOM GRADE BREAK IS MORE THAN 5' FROM THE BACK OF CURB, THE DETECTABLE WARNING SHALL BE LOCATED AT THE BACK OF CURB. (DOME ORIENTATION IS NOT SIGNIFICANT ON RADIUS)

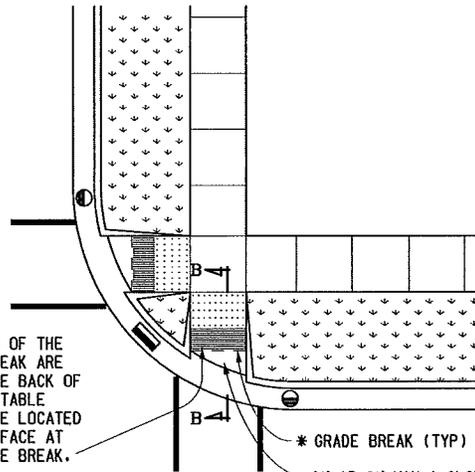
SIDEWALK RAMP LOCATED IN RADIUS (TYPE R SHOWN)
(GRADE BREAK GREATER THAN 5')



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



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

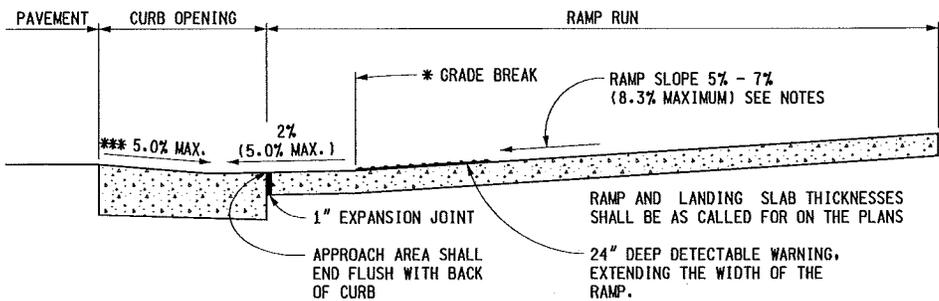


WHERE BOTH ENDS OF THE BOTTOM GRADE BREAK ARE WITHIN 5' OF THE BACK OF CURB, THE DETECTABLE WARNING SHALL BE LOCATED ON THE RAMP SURFACE AT THE BOTTOM GRADE BREAK.

* GRADE BREAK (TYP)

2% (5.0% MAX.) SLOPE BEYOND BOTTOM GRADE BREAK

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



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

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

RAMP SLOPE 5% - 7% (8.3% MAXIMUM) SEE NOTES

RAMP AND LANDING SLAB THICKNESSES SHALL BE AS CALLED FOR ON THE PLANS

24" DEEP DETECTABLE WARNING, EXTENDING THE WIDTH OF THE RAMP.

SECTION B-B

SIDEWALK RAMP ORIENTATION

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

**SIDEWALK RAMP AND
DETECTABLE WARNING DETAILS**

F.H.W.A. APPROVAL	3-15-2016 PLAN DATE	R-28-J	SHEET 6 OF 7
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Sample Additional Insured Endorsement for Automobile Liability

**ADDITIONAL INSURED -
DESIGNATED PERSONS OR ORGANIZATIONS**

Name of Insured			Endorsement Number 2
Policy Symbol ISA	Policy Number	Policy Period 10/01/2014 TO 10/01/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM**
- TRUCKERS COVERAGE FORM**
- MOTOR CARRIER COVERAGE FORM**
- GARAGE COVERAGE FORM**
- EXCESS BUSINESS AUTO COVERAGE FORM**
- EXCESS TRUCKERS COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who is insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative



INSTRUCTIONS TO BIDDERS

MARCH 31, 2016

ITB-COT 16-20

Sealed proposals for the **CITY OF TROY SIDEWALK REPLACEMENT AND INSTALLATION PROGRAM, AND MANHOLE REHABILITATION FOR ONE (1) YEAR (2016-2017) WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIODS** will be received by the City of Troy at the office of the City Clerk, 500 W. Big Beaver Road, Troy, MI 48084 until **APRIL 21, 2016 at 10:00 AM EST**, after which time they will be publicly opened and read in the Troy City Offices. Late bid submittals will not be accepted. Bid responses are not accepted via fax transmission.

MARK ENVELOPES: ITB-COT 16-20 SIDEWALK PROGRAM / MANHOLE REHABILITATION 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.

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 City Hall or on the MITN (Michigan Intergovernmental Trade Network) website at www.mitn.info.
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 various work sites within the City of Troy.
4. If further information regarding this bid is required, please contact the Purchasing Department at (248) 680-7291.
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. 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 the Vendor's responsibility to acquire knowledge of any changes, 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 changes, 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 the 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 website with any amendments and updates.

ITALIA CONSTRUCTION INC
CITY OF TROY
EQUIPMENT LIST FOR 2016 CONCRETE SIDEWALK PROGRAM

- 1 2015 590 CASE BACKHOE WITH EXTEND HOE
- 1 2013 590 CASE BACKHOE WITH EXTEND HOE
- 1 2012 580 CASE BACKHOE WITH EXTEND HOE
- 1 2015 CASE SV280 SKID LOADER
- 1 2008 CAT SKID LOADER
- 1 2000 590 SUPER L CASE BACKHOE WITH EXTEND HOE
- 1 2002 590SM CASE BACKHOE WITH EXTEND HOE
- 1 2001 590SM CASE BACKHOE WITH EXTEND HOE
- 1 CASE LOADER 570
- 3 CASE LOADER BACKHOE 580
- 2 680 CASE BACKHOE
- 1 2003 SEMI
- 1 1998 SEMI
- 3 SMALL DUMP
- 1 5 YARDS DUMP
- 1 10 YARDS
- 1 15 YARDS DUMP
- 2 RHODES TRAILER
- 1 DYNAWELD TRAILER
- 1 SUPERLINE TRAILER
- 1 TOWMASTER TRAILER
- 3 UTILITY TRAILER
- 3 POWER BUGGY
- 6 350 STAKE TRUCKS
- 8 CONCRETE SAWS
- 2 WATER TRUCK WITH SAWS
- 1 SAW WATER TRUCK WITH POWER WASH TO CLEAN SIDEWALK SLURRY
- 2 F150 SPRINKLERS TRUCK
- 5 ARROW BOARDS
- 2 ROOT AND STUMP GRINDER
- 10 F150 PICKUP TRUCKS
- 3 BOX TRUCKS FOR SIGNS AND BARRICADES
- 9 COMPACTORS

PLUS OTHER SMALL TOOLS.