

CITY OF DEARBORN

ABDULLAH H. HAMMOUD, MAYOR



INVITATION TO BID FOR Backwater Gate Condition Assessment, Phase I

CONTROL NO. 161331

Issue Date: 10/29/2025

Pre-bid Question Deadline: 11/05/2025 at noon (MUST be in writing)

Bid Deadline: 11/12/2025 at 3:00p.m. Local Time
Uploaded to the website, www.mitn.info

Purchasing Contact: Mark Rozinsky, Buyer
Phone: (313) 943-2484
Email: mrozensky@ci.dearborn.mi.us

DESCRIPTION: Bids are being solicited for **Bids are being solicited**
for Backwater Gate Condition Assessment, Phase 1 for Colson Palmer Project,
Dearborn Job NO. 2025-019

This solicitation, along with all attachments may be downloaded from the Michigan Intergovernmental Trade Network (MITN) website at www.mitn.info. Electronic plans may also be picked up on disk for which there will be no charge; however, a charge of \$250.00 will be required if documents are picked up in hard copy form (printed out). Note: Any and all Addenda issued by the City of Dearborn must be viewed or downloaded from the above listed websites.

Bids must be time stamped by Purchasing Division the exact date and time indicated above. Late bids will not be accepted. Bids will be opened shortly after the Bid Deadline.

Backwater Gate Condition Assessment, Phase I

JOB NO. 2025-019

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INSTRUCTIONS TO BIDDERS

All bids shall be properly sealed and shall be on the forms provided.

Bids shall be accompanied by a Certified Check, Cashier's Check or Bid Bond (**COMPANY CHECK OR MONEY ORDER WILL NOT BE ACCEPTABLE**) in an amount of not less than 5% of the bid price as security for acceptance of the job. In case the successful bidder fails to enter into the contract and furnish satisfactory bonds within the time specified, said security will be forfeited to the City as liquidated damages for delay caused the City.

Each bidder shall sign the bid giving his name, address and status, that is, whether an individual, partnership or corporation. The bidder shall familiarize himself with the plans and specifications and make his personal examination of the site and facilities available and with the conditions to be encountered. **Each bidder must submit their bid electronically through the BidNet website.**

Bids are solicited only from those who will start work promptly after the award is made.

The contract is to be computed on the basis of the unit prices and/or lump sum prices submitted in the bid. All prices shall be given in words and figures and in case of discrepancy the amount stated in words shall govern.

No unsolicited alternates will be considered in awarding the contract and the inclusion by the bidder of such alternates will be considered informal and the bid may be rejected.

The City reserves the right to accept any bid or to reject any or all bids; also to waive formal defects in bids should it deem it for the best interests of the City to do so.

The successful bidder will be required to furnish two bonds each on the forms provided as follows:

A Performance Bond shall be bound unto the City of Dearborn in an amount not less than 100% of the contract price in favor of the City of Dearborn conditioned upon the faithful performance of the contract and completion on or before the date specified.

A Labor and Material Bond shall be bound unto the people of the City of Dearborn in an amount of not less than 100% of the contract price for the protection of sub-contractors, material suppliers and labor.

INSTRUCTIONS TO BIDDERS

Further Performance Bond and Labor and Material Bond must be provided by a Surety that is included in the State of Michigan Authorized Surety Company Listing.

The successful bidder will also be required to furnish insurance as specified.

The successful bidder will be required to bear all expense of material tests required by the specifications.

Bids submitted by Contractors who have been disbarred by any federal agency will be rejected.

The bid deposit of all except the two (2) lowest bidders will be returned within 72 hours after opening of bids. The bid deposit of the second low bidder will be returned within 48 hours after the Dearborn City Council has awarded a contract. The bid deposit of the successful bidder will be returned within 48 hours after same has executed the contract.

Only those items listed in the Invitation to Bid are pay items and any other work called for either by plans or specifications is classed as incidental and the cost shall be included in other prices.

No bid shall be withdrawn for a period of 60 days thereof.

Bidders will note the enclosed form of "AFFIDAVIT OF NONCOLLUSION BY CONTRACTOR" which must be executed by each bidder in submitting a bid.

The schedule of bid items under which the work is to be done is given with as much accuracy as is practicable beforehand. Quantities must be regarded as approximate only and are given as a guide to the bidder and for comparison of bids. The City reserves the right to increase and/or decrease these quantities and the Contractor shall be paid for only as much as he is required by the City to do at the unit price stated in the Bid.

The selected contractor will not be compensated if the contract is not awarded and/or construction for the project is cancelled.

INSTRUCTIONS TO BIDDERS

The federal regulation regarding Disadvantaged Business Enterprises (DBEs) has been changed and some firms that were considered as DBEs under the old regulation may not qualify as DBEs under the new regulation. All DBE contractors must be certified by Wayne County or an appropriate agency as specified by the Michigan Unified Certification Program (MUCP) (see http://www.michigan.gov/mdot/0,1607,7-151-9625_21539_23108---,00.html). The DBE firm must also be certified as a MBE/WBE by Wayne County or the Michigan Department of Transportation.

Project Funding:

Contract award for this project is contingent upon the availability of Federal Funds.

Bids submitted by contractors who have been debarred, suspended or made ineligible by any federal agency will be rejected.

Since the project utilizes federal funds, attention is called to the fact that not less than the minimum salaries and wages as set forth in the contract documents must be paid for this project, and that the contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

The contractor must comply with the Davis-Bacon Act (40 U.S.C. §§ 3141–3148); the Equal Employment Opportunity requirements of Executive Order 11246, as amended by Executive Order 11375; all applicable U.S. Department of Labor regulations, including 29 C.F.R. Parts 1, 3, 5, and 7; the Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145); and the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.).

Compliance with the Section 3 requirements of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) and the Detroit Plan Bid Conditions shall also be required as part of the Contract Specifications

The contractor must comply with:

- a) The City of Dearborn Section 3 Final Rule and the Addendum to Contract Documents.
- b) The Section 3 Business Concern Certification for Contracting, as applicable.
- c) The U.S. Department of Housing and Urban Development (HUD) Section 3 Final Rule, published in the Federal Register, Vol. 85, No. 189 (Tuesday, September 29, 2020), pages 61524–61568, codified at 24 C.F.R. Part 75.
- d) Sam.gov requirements

AFFIDAVIT OF NONCOLLUSION BY CONTRACTOR

STATE OF _____)

§

COUNTY OF _____)

_____, being first duly sworn and deposed and says

that he is _____ of _____
Title Name of Company

who submits herewith to the City of Dearborn a bid,

That all statements of fact in such bid are true;

That such bid was not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such bid is genuine and not collusive or sham;

That such bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Dearborn, or of any other bidder or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of bids, said bidder:

- a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham bid;
- b. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw his bid;
- c. Did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder or of anyone else, or to raise or fix any overhead profit or cost element of his bid price, or that of anyone else;
- d. Did not, directly or indirectly, submit his bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to any person or persons who have a partnership or other financial interest with said bidder in his business.

Subscribed and sworn to before me this _____

_____ day of _____, 20____

by _____

Notary Public

(Title)

SCHEDULE OF BID ITEMS
FOR
Backwater Gate Condition Assessment, Phase I
JOB NO. 2025-019

The undersigned, having familiarized _____ with the local conditions affecting the cost of the work and with the contract documents including Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, Schedule of Bid Items, Contract, Bonds, Areas of Work and Specifications, hereby agree to perform everything required to be performed, and to provide and furnish all labor, materials, necessary tools, equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for **Backwater Gate Condition Assessment, Phase I, JOB NO. 2025-019** with related items, according to the plans and specifications, therefore, at the unit prices submitted on the attached Schedule of Bid Items Sheets.

***** PLEASE TYPE OR PRINT LEGIBLY IN INK *****

In submitting this Bid, the Bidder represents that the Bidder has examined copies of all of these Contract Documents and the Bidder understands and accepts these Contract Documents as sufficient for the Purpose, including any and all Addenda, officially issued, the receipt of which is hereby acknowledged:

<u>ADDENDA</u>	<u>DATE OF RECEIPT</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

		SCHEDULE OF BID ITEMS				JOB NO. : 2025-019			
BIDDER NAME(BIDDER TO PROVIDE COMPANY NAME)									
ITEM NO	ITEM CODE NO	BID ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE IN FIGURES		UNIT PRICE WRITTEN	BID AMOUNT	
					DOLLAR	CENT		DOLLAR	CENT
		<u>SEWER:</u>							
1	F1	FURNISH AND INSTALL SEGMENTED ALUMINUM STOP LOGS (7.5-FT WIDE) TOTAL HEIGHT 10-FT	1.00	LS					
2	F2	FURNISH AND INSTALL SEGMENTED ALUMINUM STOP LOGS (9.5-FT WIDE) TOTAL HEIGHT 10-FT	1.00	LS					
3	F3	MOBILIZATION AND DEMOBILIZATION	1.00	LS					
4	F4	ISOLATE AND DEWATER BACKWATER GATE CHAMBER INCLUDING PREPARATION OF SEATING AREA AND GUIDES OF STOP LOGS	1.00	LS					
5	F5	DRAFT AND FINAL REPORT OF COMPLETE CONDITION ASSESSMENT OF EXISTING BACKWATER GATES	1.00	LS					
		BID GRAND TOTAL							
		The City reserves the right and advantage to add and/or delete from or eliminate completely said items during the contract work, as noted()							

Accompanying Sheet
Backwater Gate Condition Assessment, Phase I

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Accompanying this bid is a Certified Check, Cashier's Check or Bid Bond in (**COMPANY CHECK OR MONEY ORDER WILL NOT BE ACCEPTABLE**) the amount of 5% of the total bid payable to the City of Dearborn, Michigan, which it is agreed, will be forfeited to said City of Dearborn, if the undersigned fails to enter into a contract in conformity with the form of contract incorporated herein and furnish bonds as specified.

In submitting this bid it is understood that the right is reserved by the City of Dearborn, Michigan, to reject any or all bids. It is agreed that this bid may not be withdrawn for sixty (60) days from the opening thereof.

_____ hereby declare that _____ will execute a formal contract with the City of Dearborn, Michigan according to the forms attached hereto, and will furnish the required bonds within ten (10) days after a formal contract is tendered to _____ for signature, _____ will begin construction ten (10) days following the issuance of the Notice to Proceed by the Engineer.

The undersigned agrees that if the bid made herein is accepted, he will satisfactorily perform and complete all of the work and meet all of the requirements and obligations imposed upon him by the contract, including the plans, specifications and general conditions, **December 17, 2025** construction following the date of Notice to Proceed.

LIQUIDATED DAMAGES, as specified in the Special Conditions, shall apply to above mentioned dates of **December 17, 2025**.

Bidder will identify business entity as individual, or if doing business under assumed name, indicate assumed name, partnership (naming partners), corporation, (foreign or domestic) and indicate official capacity of person executing Bid.

Accompanying Sheet
Backwater Gate Condition Assessment, Phase I

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The bid shall be legally signed and the complete address of the Bidder given thereon, including zip code.

DATE _____

ADDRESS _____

PHONE _____

CELL _____

EMAIL _____

FAX _____

Names of principal officers and designate
official capacity of each

FIRM NAME _____

If corporation, partnership or assumed name

Signature of person executing bid and official
capacity

If partnership or assumed name, indicate names
of owners

100. SPECIAL CONDITIONS:

100.1 Definitions

100.11 The term “City” or “Party of the First Part” where used in these plans and specifications shall mean the City of Dearborn, Wayne County, Michigan, or its agent.

100.12 The term “Engineer” where used shall mean the City Engineer, or his authorized representative.

100.13 The term “Contractor” where used shall mean the Party of the Second Part entering into the contract with the City of Dearborn or its agents.

100.14 The “Invitation to Bid” includes all the documents listed in the Contents Page of the Invitation to Bid.

100.15 The term “A.S.T.M.” shall mean the American Society for Testing Materials.

100.16 The term “D.W.S.D.” shall mean City of Detroit Water & Sewerage Department and the term G.L.W.A. shall mean Great Lakes Water Authority.

100.17 The term “W.C.D.P.S.” shall mean Wayne County Department of Public Services.

100.18 The term “A.W.W.A.” shall mean American Water Works Association.

100.19 The term “A.A.S.H.T.O.” shall mean American Association of State Highway & Transportation Officials.

100.20 The term “M.D.O.T.” shall mean Michigan Department of Transportation.

100.21 The term “EGLE” shall mean Michigan Department of Environment, Great Lakes and Energy

100.22 The term “Bidder” shall mean party submitting this sealed Bid for the project.

100.23 The term “Bid” shall mean Bidder’s written offer to perform work at quoted price for the duration of contract with an acknowledgement that no partial payment to be made for the storage of material nor no additional payment to be made for an increase in materials and labor costs.

100.2 GENERAL:

The Contractor shall furnish all materials, equipment, labor and supervision, and shall provide all other means that may be necessary to complete all the work in conformity in all respects to the requirements as set forth in the contract documents. All materials used for the project shall be new, manufactured by authorized companies meeting the requirements and applicable ASTM and AWWA standards.

The Contractor shall make its own arrangement for the staging area for the storage of materials.

The Contractor shall not stockpile, store and/or place excavated materials on public streets or public properties. Prior authorization from private property owners is required and approval shall be submitted to the Engineer prior to using private properties within the City of Dearborn.

Backfill material to be used for the project shall be collected and transported from a state or county approved pit only. Contractor shall not use excavated materials for backfill even if the excavated material meets backfilling specifications.

All the waste materials and removed materials shall be hauled away from the project site and disposed of.

Payment will be made based on the certified as-built quantities as listed in the “Schedule of Bid Items.” No partial advance payment will be made for purchasing and storing materials in advance nor will additional payment be made for the storage of materials.

101. SCOPE OF WORK

101.1 Contractor to complete a condition assessment of the existing backwater gates in the Colson Palmer Outfall. Assessment shall include but not be limited to the condition of the existing timbers and gate hinges. The contractor shall also lift the gate to allow the frame, seating and gaskets to be inspected.

101.2 Contractor to furnish, install and adjust stop logs to a manageable fit to isolate the existing gates in the backwater gate chamber. Contractor to field verify stop log guide dimensions prior to purchasing stop logs.

101.3 The existing condition of the stop log guides and the backwater gates is unknown and continuously under water. The contractor to provide means (diver if necessary) to clean off and prepare seating area of the stop log guides.

101.4 Stop logs to be turned over to the City at the end of the projects.

101.5 Contractor needs to coordinate access with the City of Dearborn and the Great Lakes Water Authority (GLWA).

102. WORKING CONDITIONS:

102.1 The work area lies within the fence line of the Hubbel – Southfield CSO Control Facility located at 16540 Rotunda Dr., Dearborn, MI 48120. The work will be completed within the City of Dearborn right-of-way, however, coordination with GLWA is required for access to the site.

103. (NOT APPLICABLE)

104. CONSTRUCTION REQUIREMENTS OF MICHIGAN DEPARTMENT OF
TRANSPORTATION PERMIT FEES AND INSPECTION CHARGES.

104.1 All work within the Michigan Department of Transportation (MDOT) rights of way shall be in accordance with the current standards and general specifications of MDOT which shall become part of the City of Dearborn specifications.

105. SCHEDULE & SEQUENCE OF OPERATIONS:

105.1 Project Schedule: The Contractor, upon review of the project scope and specified total project completion duration, shall provide a detailed project schedule giving duration(s) for each activity.

The City reserves the right to have outstanding work performed by another agency at the Contractor's expense. The cost of such work will be deducted from the Contractor's retainage.

Any other alternation to this sequence of construction shall meet the approval of the Engineer. The Engineer reserves the right to alter the sequence of construction during or before construction. No additional payment will be made because of alteration in the Sequence of Operations directed by the Engineer.

107. ROADS AND EASEMENTS:

107.1 The Contractor shall confine his activities to within the 12' diameter storm sewer easement specified in Section 102. The Contractor shall not use private properties and adjacent rights of way for contract work.

108. COOPERATION BY CONTRACTOR:

108.1 The Contractor shall conduct his operations so as not to interfere with those of other contractors, utilities, or any public authority on or near the work. The City reserves the right to perform other work by contract or otherwise, and to permit public utility companies and others to do work on or near the project during progress of the work. The Contractor shall conduct the work and shall cooperate with such other parties so as to cause minimum interference with their operations and as the Engineer may direct. No additional compensation will be paid to the Contractor for any delay or inconvenience due to material shortages or delays due to the operations of such other parties doing the work or for any delays on construction due to the encountering of existing unmarked/mismarked utilities.

108.2 The Contractor shall have available, at all times, a competent superintendent or foreman authorized to act for the Contractor as agent on the work, who thoroughly understands the plans and specifications and who shall receive instructions from the Engineer.

109. STORAGE OF EQUIPMENT AND MATERIALS:

109.1 The Contractor shall arrange for his own yard for the storage of equipment and materials. Storage of equipment and materials will be permitted on a limited basis to carry out the daily construction activities only within the rights of way listed in Section 102 of the Special Conditions. The locations of the staging area must be approved by the Engineer and **permit must be obtained from City of Dearborn "Property Maintenance & Development Services Department"**. Storage of materials on site will need to be coordinated and approved by the City of Dearborn and GLWA.

111. UTILITIES:

111.1 When the Contractor is awarded the contract for the work he shall notify Miss Dig System (1-800-482-7171) three (3) working days in advance of any excavation.

112. (NOT APPLICABLE)

114. MAINTAINING SEWER FLOWS/WATER FLOWS:

114.1 Sanitary and storm sewer flows shall be maintained at all times during the contract work. Water flow through water services shall be maintained at all times during the contract work except when making a connection to existing water mains or transferring water services. No water main connections work or transfers of water services shall occur before 8:00 a.m. The Contractor shall not fully or partially block the sewer at any time. Any debris or construction materials dumped into the sewer man hole, into the sewer lines or into the water gate wells must be removed immediately on a daily basis. Further, the Contractor shall not directly dewater or drain surface water into the sewer and water manholes nor the construction operation shall permit surface water discharged to sewer and water manholes. The frame and covers shall remain exposed all times for inspection and sealed off all times to prevent surface water from draining into them. The Contractor shall on daily basis:

1) Check the storm and sanitary sewer flow by checking the downstream and upstream manholes to make sure that the sewer flow is positively maintained without noticing any surcharge into the upstream manhole.

2) Check all catch basins and inlets affected by the construction activity daily to ensure adequate drainage through the filler fabric.

115. PUMPS:

115.1 The Contractor shall maintain on the job site and in good operating condition, pumps in number and of sufficient capacity to keep the excavation, structures, s, etc., dewatered regardless of the source of the water.

125. USE OF WATER:

133.1 See Section 814 of the General Specifications for the permit requirements and procedure for the Use of Water.

126. DUST CONTROL: (NOT USED), SEE SECTION 123.

127. NOTIFICATION OF POLICE, FIRE AND SCHOOL AUTHORITY:

127.1 The Contractor shall contact the following, 48 hours prior to any road closure:

Dearborn Police Department: 313-943-2275 or 313-943-2200

Dearborn Fire Department: 313-943-2277 or 313-943-2100

Dearborn Department of Public Works: 313-943-2075 or 313-943-2145

Dearborn Neighborhood Services/Sanitation: 313-943-2433

Dearborn Public School Transportation Center: 313-827-3300

127.2 No construction work shall be conducted on Saturdays, Sundays and during the following public holidays:

New Year's Day

Martin Luther King Day

Presidents' Day

Good Friday

Eid Al-Fitr

Memorial Day

Eid Al-Adha

Juneteenth

Independence Day

Labor Day

Veteran's Day

Thanksgiving

Day after Thanksgiving

Last work day before Christmas

Christmas Day

Last work day before New Year's Day

127.3 The Contractor must have prior approval from the Engineer for construction work on Saturdays, Sundays and/or on any of the above listed public holidays. Any inspection charges associated with such work will be paid for by the Contractor **in advance**.

130. HEALTH AND SAFETY REQUIREMENTS:

130.1 The Contractor shall comply with all federal, state, and local laws and regulations governing construction methods and the furnishing and use of all safeguards, safety devices, protective equipment and pollution controls. It shall be the Contractor's responsibility to protect the life and health of all personnel on the job, the safety and health of the public and to protect property during the construction of the project.

131. (NOT APPLICABLE)

132. FINAL CLEAN-UP:

132.1 All work in this section shall be incidental to contract work.

132.2 The work shall not be considered as completed nor will final payment be made until the area has been restored to a neat, orderly appearance acceptable to the Engineer.

132.3 Equipment, excess material, rubbish, etc., resulting from the Contractor's operation must be removed from the site.

132.4 The Contractor shall clean all debris, asphalt, concrete and dirt dropped into the drainage structure from his operations.

133 TO 136. (NOT APPLICABLE)

137. LIQUIDATED DAMAGES:

It is mutually understood and agreed that time is of the essence of this contract. In the event the work is not completed by the final contract completion date as extended, the Contractor shall pay the City damages. Inasmuch as the amount of such damages will be extremely difficult to ascertain, the Contractor agrees to pay the City the applicable sum stated in the Schedule of Liquidated Damages as set forth herein. This schedule shall apply for each and every calendar day that the time consumed in said performance and completion extends beyond the final contract completion date, as extended. However, when all concrete and asphalt work is completed before the final completion date, liquidated damages will be reduced to 25% of the amount in the schedule, which said sum is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages that the City will suffer by reason of said delay and default and not as a penalty and the City shall have the right to deduct and retain the amount of such liquidated damages from any money due or which may become due under this contract.

The Contractor shall complete the work even after the completion date or dates as extended within the scope of this contract and such completion shall in no way operate as a waiver on the part of the City or any of its rights under this contract.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		
From More Than	Including	Liquidated Damages Per Calendar Day
\$ 0	\$ 25,000	\$ 75
25,000	50,000	125
50,000	100,000	200
100,000	500,000	350
500,000	1,000,000	700
1,000,000	2,000,000	1,000
2,000,000	4,000,000	1,250
4,000,000	10,000,000	2,000
\$4,000,000 and above		\$2,500

On contracts which have internal "critical operation" date or dates, as specified in the bid, prior to the final completion date, the Contractor will be assessed liquidated damages for each calendar day beyond the "critical operation" date. These damages will be deducted in the same manner and in accordance with the same schedule outlined above for failure to complete the project on time. The liquidated damages above shall not be cumulative nor at any given time shall the liquidated damages exceed the above schedule.

138 to 140. (NOT APPLICABLE)

141. WASTE, CLEANUP AND RESTORATION:

141.1 All work in this section shall be incidental to contract work.

141.2 The Contractor shall remove all unsuitable excavation and debris from the job site. There shall be no stockpiling of excavated material and debris along the project route.

141.3 The Contractor shall restore all areas to its original condition and obtain approval of the Engineer.

141.4 The Contractor shall remove and replace pavement, sidewalk, sidewalk ramp, driveway and driveway aprons which are damaged, cracked, or settled due to his/her operations and not shown on the drawings for replacement.

142 & 143. (NOT APPLICABLE)

EGLE

~~DEQ~~ Requirements for Sanitary Sewer Cleanout Waste

EGLE

The Contractor shall abide by the attached requirements of ~~DEQ~~ Waste Management Guidance when performing close circuit video inspections of new sewer and cleaning and close circuit video inspection of existing sewer covered under Schedule of Bid Item Code No. S92 and S93.

SANITARY SEWER CLEANOUT WASTE

There are requirements for properly handling wastewater residuals from sanitary sewer cleanout projects. The residuals may include solids, sludges, biosolids, filter backwash, and other potential pollutants generated during the collection and treatment of the wastewater.

Sanitary sewer and storm sewer clean-out residue (sewer residue) removed from sewer systems, including waste removed from combined sanitary sewer and storm sewer systems, is regulated as liquid industrial waste (LIW) when it contains free liquids and has not been contaminated by spills or releases that would make it a regulated hazardous waste. A paint filter test is the method used to determine if a solid/liquid mixture contains free liquids. See the guidance Waste Characterization for additional information about determining how a waste is regulated. For specific information about handling storm sewer cleanout residue, see the *Catch Basin Cleaning Activities Guidance Document* that will soon be posted on the publication website at www.deq.state.mi.us/pubcenter. If the waste is determined to be a hazardous waste, then the requirements would depend on the amount of hazardous waste that is generated in a calendar month. See related hazardous waste guidance referenced in the Waste Characterization document or discuss requirements with the Department of Environmental Quality (DEQ) Waste and Hazardous Materials Division (WHMD) district office.

Several divisions within the DEQ may have involvement with sewer maintenance projects. The WHMD oversees the requirements for managing sewer residue pursuant to Part 121, Liquid Industrial Waste, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Act 451) and the Hazardous Materials Transportation Act (Act 138 of 1998). Disposal of solids is regulated under Part 115, Solid Waste Management, of Act 451 and administrative rules. There are specific requirements summarized below for LIW generators, the contractor or municipality transporting and disposing of the waste, and the designated facility accepting the waste.

The Water Bureau oversees the regulations for construction and operations of sewer systems.

The Environmental Science and Services Division oversee S2 Grant and State Revolving Fund (SRF) projects that often include sewer cleaning and televising. Municipalities, their consultants, and contractors must meet all applicable federal, state, and local laws, rules, and regulations. DEQ's administration of an S2 Grant and an SRF Loan could be complicated if it is determined that a grant or loan applicant is in violation of the LIW regulations. DEQ actions may include the withholding of S2 or SRF funds until the matter can be resolved. A worst-case scenario might result in the termination of the grant or loan agreement.

GENERATOR REQUIREMENTS

In the case of sewer cleaning projects, the generator of the sewer clean-out waste is the entity responsible for the sewer system.

The generator requirements are summarized in the *Liquid Industrial Waste Generator Requirements* guidance that will soon be posted on the DEQ publication center website at www.deq.state.mi.us/pubcenter. These requirements include notifying the WHMD about the generator's waste activities, obtaining a site identification number, and managing and disposing of the waste properly. Proper waste handling includes hiring permitted and registered transporters (if a municipally owned and operated vehicle is not being used), and using uniform waste manifests or meeting alternative shipping record requirements.



TRANSPORTER REQUIREMENTS

Commercial transporters must be permitted and registered under the *Michigan LIW Uniform Program* and obtain a site identification number. This program also includes requirements for managing the waste, manifesting and other recordkeeping, and insurance coverage. Municipalities operating their own trucks are not required to be permitted and registered under Act 138; however, they still are still subject to the insurance coverage requirements of Act 138 and the manifesting, recordkeeping, and disposal requirements of Part 121 of Act 451.

A LIW transporter must carry a copy of his/her credentials and manifest with each load of LIW. The LIW transporter must complete the transporter section of the uniform hazardous waste manifest (EPA form 8700-22) which is also used for LIW shipments. The transporter must deliver the LIW and accompanying hazardous waste manifest only to a designated facility specified by the generator on the hazardous waste manifest.

Transporter applications, regulations, and other resources are available at www.michigan.gov/deq/waste "Hazardous and Liquid Industrial Waste Transporters." Look under the Information heading for "Uniform Manifest Information."

DESIGNATED FACILITY REQUIREMENTS

The site accepting the waste must notify the WHMD that they are operating a designated facility, obtain a site identification number, sign and maintain manifest copies, and meet operating requirements identified in Part 121 of Act 451. Drying beds may be used to remove the liquid portion from the residue and the remaining solid waste can be sent to a landfill with the landfill authority's approval, or the site owner may obtain permission from DEQ WHMD for alternative uses. Before operating a drying bed, discuss the operations with the DEQ district office to determine if any additional regulations may apply.

RESOURCES

Direct questions about the management of sewer residues removed from the wastewater treatment system to the appropriate WHMD district office or call the Environmental Assistance Center at 800-662-9278 for referral.

This document was developed in November 2007 by the Environmental Science and Services and Waste and Hazardous Materials Divisions. Reliance on information from this document is not usable as a defense in any enforcement action or litigation. Refer to the regulations or discuss your requirements with the regulating agency staff.

The Michigan Department of Environmental Quality (MDEQ) will not discriminate against any individual or group on the basis of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. Questions or concerns should be directed to the MDEQ Office of Human Resources, PO Box 30473, Lansing, MI 48909.

Notice of Award

Dated _____

Project:	Owner:	Owner's Contract No.:
Contract:		Engineer's Project No.:
Bidder:		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

(Indicate total Work, alternates or sections or Work awarded.)

The Contract Price of your Contract is _____
_____ Dollars (\$_____).

(Insert appropriate data if Unit Prices are used. Change language for Cost-Plus contracts.)

_____ copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.
_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [_____] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), [and] General Conditions (Paragraph 5.01) [and Supplementary Conditions (Paragraph SC-5.01).]
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Owner
By: _____
Authorized Signature

Title

Copy to Engineer

Notice to Proceed

Dated _____

Project:	Owner:	Owner's Contract No.:
Contract:	Engineer's Project No.:	
Contractor:		
Contractor's Address: [send Certified Mail, Return Receipt Requested]		

You are notified that the Contract Times under the above contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is _____, and the date of readiness for final payment is _____ [(or) the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must [add other requirements]:

Owner
Given by: _____
Authorized Signature

Title

Date

Copy to Engineer

ATTACHMENT 1:

Federal Compliance Requirements

OTHER REQUIREMENTS TO COMPLY WITH FEDERAL STATUTES, REGULATIONS AND TERMS AND CONDITIONS OF THE FEDERAL AWARD

The CDBG funds available to the Contractor through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on the Contractor, and the contractor agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

A. General Compliance

The Contractor shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register, Volume 87, No.100, Tuesday, May 24, 2022 and Federal Register, Volume 88, No. 11, Wednesday, January 18, 2023. Notwithstanding the foregoing, (1) the Contractor does not assume the any of Grantee's responsibilities for environmental review, decision-making, and action, described in 24 CFR part 58 and (2) the Contractor does not assume any of the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Contractor shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG funds in complying with its obligations under this agreement, regardless of whether CDBG funds are made available to the Contractor on an advance or reimbursement basis.

B. Duplication of Benefits

The Contractor shall not carry out any of the activities under this agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5155) and described in Appropriations Act. The Contractor must comply with HUD's requirements for duplication of benefits, imposed by Federal Register notice on the Grantee, which are identical to Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The Contractor shall carry out the activities under this agreement in compliance with the Grantee's procedures to prevent duplication of benefits.

C. Drug Free Workplace

Drug-free workplace. Contractors must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the governmentwide implementation (2 CFR part 182) of sections 5152-5158 of the Drug- Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

D. Insurance and Bonding

The Contractor shall comply with the bonding and insurance requirements of 24 CFR §310 and §200.326.

E. Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards

The Contractor shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. These provisions include:

1. Financial & Program Management

The Contractor shall expend and account for all CDBG funds received under this agreement in accordance with 2 CFR part 200, including subpart D, which covers Standards for Financial and Program Management.

2. Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior Federal agency approval are allowable without prior approval of HUD to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this agreement, except for the following:

(i) Depreciation methods for fixed assets shall not be changed without the approval of the Federal cognizant agency.

(ii) Fines, penalties, damages, and other settlements are unallowable costs to the CDBG program.

(iii) Costs of housing (e.g., depreciation, maintenance, utilities, furnishings, rent), housing allowances and personal living expenses (goods or services for personal use) regardless of whether reported as taxable income to the employees (2 CFR 200.445);

(iv) Organization costs (2 CFR 200.455); and

(v) Pre-Award Costs, as limited by this agreement.

F. Documentation and Record Keeping

1. Records to be Maintained

The Contractor shall establish and maintain records sufficient to enable the Grantee to (1) determine whether the Contractor has complied with this agreement, applicable Federal statutes and regulations, and the terms and conditions of the Grantee's Federal award and (2) satisfy recordkeeping requirements applicable to the Grantee. These records include the records described in Section III. of this agreement, Scope of Service

At a minimum, the Contractor shall maintain records required by:

Contractor shall maintain records required by 24 CFR 570.506 as if the requirements in 24 CFR 570.506 were directly imposed upon the Contractor.

To comply with 24 CFR 570.490 the Contractor agrees to maintain records sufficient to enable HUD to make the determinations described at 24 CFR 570.493, and maintains any records necessary for fair housing and equal opportunity purposes.

The Contractor shall maintain financial records as required by 24 CFR 570.502, and 2 CFR part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this agreement, any other applicable Federal statutes and regulations, and the terms and conditions of Grantee's Federal award.

2. Access to Records

The Contractor shall permit the Grantee and auditors to have access to the Contractor's records and financial statements as necessary for the Grantee to meet its audit requirements under the Federal award and comply with 2 CFR 200.336, 24 CFR 200.331(b), and 24 CFR 570.508.

3. Record Retention and Transmission of Records to the Grantee

Prior to grant closeout of this agreement, the Contractor must transmit to the Grantee records sufficient for the Grantee to demonstrate that all costs under this agreement met the requirements of the Federal award.

Contractor shall retain financial records, supporting documents, statistical records, and all other Contractor records pertinent to this agreement and Contractor subaward for the longer of 3 years after the expiration or termination of this agreement, or 3 years after the submission of the Grantee's annual performance and evaluation report, as prescribed in § 91.520 of this title or in the applicable Federal Register notices governing the use of the funds, in which the specific activity is reported on for the final time.

The preceding requirement is however, subject to the following exceptions:

(i) Records for activities subject to the reversion of assets provisions at 24 CFR § 570.503(b)(7) or change of use provisions at 24 CFR § 570.505 must be maintained for as long as those provisions continue to apply to the activity, otherwise, records for real property and equipment acquired under this agreement must be retained for 3 years after final disposition;

(ii) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied;

(iii) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;

(iv) When the Contractor is notified in writing by HUD, the cognizant agency for audit as defined in 2 CFR 200.1, the oversight agency for audit as defined in 2 CFR 200.1, the cognizant agency for indirect costs as defined in 2 CFR 200.1, or the Grantee, the Contractor shall extend the retention period consistent with the notification;

(v) When records are transferred to or maintained by HUD or the Grantee, the 3-year retention requirement is not applicable to the Contractor;

(vi) (If the Grantee is required to report on program income after the period of performance) The retention period for the records pertaining to the earning of the

program income (as defined in this agreement) starts from the end of the Grantee's fiscal year in which the program income is earned; and

(vii) For indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), and their supporting records:

a. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the Grantee) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

b. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the Grantee) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.]

4. Client Data and Other Sensitive Information

The Contractor is required to maintain data demonstrating client eligibility for activities provided under this agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.

The Contractor must comply with 2 CFR §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.1, and other information HUD or the Grantee designates as sensitive or the Contractor considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

G. Grant Closeout

The Contractor shall closeout its use of the CDBG funds and its obligations under this agreement by complying with the closeout procedures in 2 CFR § 200.344. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

Notwithstanding the terms of 2 CFR § 200.344, upon the expiration of this agreement, the Contractor shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, further, any real property under the Contractor control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Contractor in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

H. Audits, Inspections, and Monitoring

1. Single Audit

The Contractor must be audited as required by 2 CFR part 200, subpart F when it is expected that the Contractor's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

The Contractor shall permit the Grantee and auditors to have access to the Contractor's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

The Contractor must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include: (1) reviewing financial and performance reports required by the Grantee; (2) following-up and ensuring that the Contractor takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Contractor from the Grantee detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Contractor from the Grantee as required by 2 CFR §200.521.

3. Corrective Actions

The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require the Contractor to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the contractor from the pass-through entity detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG funds to ensure future compliance, or provide training and technical assistance as needed to correct noncompliance.

The Contractor shall be subject to reviews and audits by the Grantee, including onsite reviews of the Contractor as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2).

I. Procurement and Contractor Oversight

The Contractor shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this agreement.

The Contractor shall impose the Contractor's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Contractor must comply with CDBG regulations regarding debarred or suspended entities at insert 24 CFR 570.609. CDBG funds may not be provided to excluded or disqualified persons.

The Contractor shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement.

J. Property Standards

Real property acquired by the Contractor under this agreement shall be subject to 24 CFR 570.505 and the Contractor shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Contractor shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income, and equipment not needed by the Contractor for activities under this agreement shall be transferred to the Grantee for its CDBG program or shall be retained after compensating the Grantee.

K. Federal Funding Accountability and Transparency Act (FFATA)

The Contractor shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The grantee must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The grantee must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

L. Nondiscrimination

1. 24 CFR part 6

The Contractor will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The Contractor will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG funds. Thus, the Contractor shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

The Contractor shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act.

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed,

constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of “residential structure” as defined in 24 CFR 40.2 or the definition of “building” as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

The Contractor shall comply with the laws, regulations, and executive orders referenced in 24 CFR 570.607 regarding employment and contracting to the extent they are applicable.

3. Title VI of the Civil Rights Act of 1964 (24 FR part 1)

(i) General Compliance:

The Contractor shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended and 24 CFR 570.601 and 570.602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Contractor shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

(ii) Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Contractor assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Contractor's assurance herein shall obligate the Contractor or, in the

case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the Contractor for the period during which Federal financial assistance is extended pursuant to the contract or application.

This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG funds and provided to the Contractor Under this Agreement, the instrument effecting any disposition by the Contractor of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If the Contractor receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. Affirmative Action

(i) Approved Plan

The Contractor agrees that it shall carry out pursuant to the Grantee's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 41 chapter 60. The Grantee shall provide Affirmative Action guidelines to the Contractor to assist in the formulation of such program. The Contractor shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

(ii) Women- and Minority-Owned Businesses (W/MBE)

The Contractor shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, when the Contractor procures property or services under this agreement.

(iii) Notifications

The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(iv) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

M. Labor and Employment

1. Labor Standards

The Contractor shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis- Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Contractor shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

N. Section 3 of the Housing and Urban Development Act of 1968

1. Compliance

The Contractor shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75.

To the greatest extent feasible, employment opportunities generated, in whole or in part, by the assistance provided under this Agreement shall be directed toward "Section 3" residents (low and very low income residents; particularly, persons in public assisted housing, persons in the neighborhood served by the Agreement, participants in HUD Youthbuild programs and homeless persons).

O. Conduct

1. Hatch Act

The Contractor shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the Contractor shall comply with the conflict-of-interest provisions in 2 CFR 200.317 and 200.318. In all cases not governed by 2 CFR 200.317 and 200.318, the Contractor shall comply with the conflict-of-interest provisions in 24 CFR 570.611.

3. Lobbying Certification

The Contractor hereby certifies that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(iii) shall require that the language of paragraph (a) through (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly; and

(iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

P. Religious Activities

The Contractor agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

Q. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

The Contractor must comply with the limitations in 24 CFR 58.22 even though the Contractor is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes

limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

2. Air and Water

The Contractor shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder;

3. Flood Disaster Protection

The Contractor shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Contractor shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG award.

4. Lead-Based Paint

The Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R, which apply to activities under this agreement.

5. Historic Preservation

The Contractor shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

R. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#))

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

S. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

T. Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

U. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract,

grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

V. 200.323 - Procurement of recovered materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

W. 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115–232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115–232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

X. § 200.322 Domestic preferences for procurements

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

[[85 FR 49543](#), Aug. 13, 2020, as amended at [88 FR 57790](#), Aug. 23, 2023]

ATTACHMENT 3:

Section 3 Information

CITY OF DEARBORN

Section 3 Final Rule and Addendum to Contract Documents

What is Section 3 and the Purpose?

Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U. S. C. 1701u) that is regulated by the new provisions of 24 CFR 75. Section 3 regulations ensure employment and other economic development opportunities generated by federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low-and very low-income persons, particularly those who receive government assistance for housing and to business concerns which provide economic opportunities to low-income persons.

Defining a Section 3 Project

Site or sites together with any building and improvements located on the site(s) that are under common ownership, management, and financing.

- Section 3 applies to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

Defining a Section 3 Worker

- A Section 3 Worker is any worker who **currently fits**, or **when hired within the past five years** fit, at least one of the following categories, as documented:
 - A low or very low-income worker
 - Employed by a Section 3 business concern
 - A Youthbuild participant

Targeted Section 3 Worker

- Employed by a Section 3 business concern
- Currently fits or when hired fit at least one of the following categories as documented within the past five years:
 - A resident of public housing or Section 8-assisted housing
 - A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance
 - A YouthBuild participant

- Living within the service area or the neighborhood of the project, as defined in 24 CFR 75.5

Section 3 Service Area Defined

- A. *Service Area* = an area within one mile of the Section 3 project
or
- B. If less than 5,000 people live within one mile of Section 3 project,
Then, *Service Area* = an area within a circle centered around the Section 3 project site that encompasses 5,000 people

Redefining Section 3 Business Concerns

A Section 3 Business Concern is:

- 51% or more owned and controlled by low or very-low income persons
or
- Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers
or
- 51% or more owned and controlled by current residents of public housing or Section 8-assisted housing

What are the HUD Low-Income and Very Low-Income Limits?

HUD 2025 Adjusted Income Limits (as of **June 15, 2025** subject to change without notice):

Detroit-Warren, MI HUD Metro Income Limits	
30% AMI Limits	\$21,250
50% AMI Limits	\$35,350
60% AMI Limits	\$42,420
80% AMI Limits	\$56,600
A worker cannot exceed this amount	

A Section 3 Worker is any worker who currently fits, or when hired within the past five years fit, at least one of the section 3 worker categories, as documented above under Defining a Section 3 worker. **The five-year period for a worker cannot begin before November 30, 2020, effective date of the final rule.**

What if a recipient can't meet the quantitative benchmarks plus prioritization of effort?

Provide evidence that they have made **qualitative** efforts to assist low and very low-income persons with employment and training opportunities.

What is a Labor Hour?

Hours worked by all workers employed on a Section 3 Project.

Benchmarks

- 25% or more of all labor hours must be worked by Section 3 Workers
- 5% or more of all labor hours must be worked by Targeted Section 3 Workers

Section 3 Worker Benchmarks

$$\frac{\text{Total Section 3 Labor Hours}}{\text{Total Labor Hours}} = 25\%$$

$$\frac{\text{Targeted Section 3 Labor Hours}}{\text{Total Labor Hours}} = 5\%$$

Certification: For a Targeted Section Worker (HCD Assistance –Subpart)

1. *An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;*
or
2. An employer's certification that the worker is employed by a Section 3 business concern; or
3. A worker's self-certification that the worker is a YouthBuild participant.

Tracking Compliance with Contractor

Below lists the process and procedures for tracking contractor and sub-contractor compliance.

1. Each Contractor bidding on a Section 3 project will be required to submit a Recruiting Summary during the bidding process identifying “to the greatest extent

feasible” what measures they took to recruit and hire “qualified” Section 3 Workers and Targeted Section 3 Workers.

2. Each Contractor must submit in writing with their bidding information any eligible and qualified Section 3 Workers or Targeted Workers
3. Each Contractor must submit a Section 3 Worker and Targeted Section 3 Worker Self-Certification Form (form provided by City of Dearborn)
4. **This requirement is the same for ALL Sub-contractors that are hired during the course of Section 3 Projects. It is the responsibility of the Contractor to retrieve the Section 3 compliance information before the Sub-contractor start working on the project.**

Required reporting of total labor hours and Section 3 labor hours.

5. Contractors must track Section 3 compliance by:
 - Identifying and tracking total labor hours worked on project
 - Identifying and tracking Section 3 labor hours worked on project
 - Identifying and tracking Targeted Section 3 labor hours worked on project

ATTACHMENT 4:

Davis Bacon

Requirements

**CITY OF DEARBORN
ECONOMIC DEVELOPMENT DEPARTMENT**

******* ATTENTION VENDORS AND CONTRACTORS*******

**BE ADVISED YOU MUST ADHERE TO THE FEDERAL DAVIS BACON AND
RELATED ACTS IN ORDER TO RECEIVE A CONTRACT THROUGH THIS
SOLICITATION.**

Davis Bacon Information for Contractors

Davis-Bacon Related Acts

<https://www.dol.gov/agencies/whd/government-contracts/construction>

Davis-Bacon and Labor Standards Agency/Contractor Guide

<https://files.hudexchange.info/resources/documents/Davis-Bacon-and-Labor-Standards-Agency-and-Contractor-Guide.pdf>

Davis-Bacon Labor Standards 101: Intro to Federal Labor Standards Training

Davis-Bacon Labor Standards: Payroll Analysis Training

<https://www.hudexchange.info/programs/davis-bacon-and-labor-standards/>

Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA)

<https://www.dol.gov/agencies/whd/fact-sheets/66-dbra>

Summary: Davis-Bacon and Department of Labor (DOL) Rules

<https://www.hud.gov/states/shared/working/r10/olr/statutes>

WH-347: DBRA Certified Payroll Form

<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf>

Instructions For Completing Payroll Form, WH-347

<https://www.dol.gov/agencies/whd/forms/wh347>

Completing a Certified Payroll Report (YouTube Video)

<https://www.youtube.com/watch?v=wl9ekEHoAvg>

Davis-Bacon Poster - WH-1321 (Government Construction)

<https://www.dol.gov/whd/programs/dbra/wh1321.htm>

ATTACHMENT 5:

Sam.gov Information

CITY OF DEARBORN

ECONOMIC DEVELOPMENT DEPARTMENT

******* ATTENTION CONTRACTORS*******

**BE ADVISED YOU MUST BE REGISTERED AS AN ENTITY ON
SAM.GOV IN ORDER TO RECEIVE A CONTRACT THROUGH THIS
SOLICITATION.**

SAM.gov Information Guide for Contractors

What is SAM.gov?

The System for Award Management (SAM.gov) is an official website of the U.S. Government. There is no cost to use SAM.gov. You can use this site to:

- Register to do business with the U.S. Government
- Update, renew, or check the status of your entity registration
- Search for entity registration and exclusion records
- Search for assistance listings (formerly CFDA.gov), wage determinations (formerly WDOL.gov), contract opportunities (formerly FBO.gov), and contract data reports (formerly part of FPDS.gov).
- View and submit Bio-Preferred and Service Contract Reports
- Access publicly available award data via data extracts and system accounts

What is an entity?

At SAM.gov, we use the term “entity” to refer to prime contractors, organizations or individuals applying for assistance awards, those receiving loans, sole proprietors, corporations, partnerships, and any U.S. federal government agencies desiring to do business with the government. Entity can also refer to a party that has been suspended or debarred, is covered by a prohibition or restriction, or is otherwise excluded from doing business with the government.

What are entity registrations?

You register your entity to do business with the U.S. federal government by completing the entity registration process at SAM.gov. Active registration in SAM.gov provides your entity the ability to apply for federal grants or loans or bid on government contracts.

What are exclusions?

An exclusion identifies a party excluded from receiving federal contracts, certain subcontracts, and certain types of federal financial and non-financial assistance and benefits. If your entity or any of its principals are subject to an active exclusion, it means your entity is currently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency. Awarding officials check SAM.gov to see if an exclusion exists for your entity. Always contact the issuing agency if you have questions about an exclusion record.

The unique entity identifier used in SAM.gov has changed.

On **April 4, 2022**, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov).

- The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov.
- As part of this transition, the DUNS Number has been removed from SAM.gov.
- Entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.

How to Register and Retrieve Unique Entity Identifier on Sam.gov

1. **Register** on <https://sam.gov/content/home> to retrieve Unique Entity Identifier.
 - a. If you are uncertain of how to retrieve the UEI, follow the link below <https://youtu.be/4RSHjczdxq8?feature=shared>



Quick Start Guide for Getting a Unique Entity ID in SAM.gov

In order to become a contractor with the City of Dearborn's Home Rehabilitation Program, you must have a Unique Entity ID from SAM.gov. This ID must be renewed each year.

You can get a Unique Entity ID (SAM) for your organization without having to complete a full entity registration. If you only conduct certain types of transactions, such as reporting as a sub-awardee, you may not need to complete an entity registration. Your entity may only need a Unique Entity ID (SAM).

If you want to only get a Unique Entity ID (SAM) and do not want to complete a full entity registration in SAM.gov, choose either A., B. or C. below that best describes your entity and read further on for those instructions:

- A. Your entity has a DUNS Number and is registered in SAM.gov
- B. Your entity has a DUNS number and is NOT registered in SAM.gov
- C. Your entity does not have a DUNS Number

A. Your entity has a DUNS Number and is registered in SAM.gov

If you have an active or inactive registration in SAM.gov today, you've already been assigned a Unique Entity ID (SAM). It's viewable on your entity registration record in SAM.gov.

B. Your entity has a DUNS Number and is not registered in SAM.gov

If you currently have a DUNS Number, only need to get a Unique Entity ID (SAM), and do not want to complete a full entity registration in SAM.gov, follow these steps to get a Unique Entity ID (SAM):

1. Go to SAM.gov and select "Sign In" from the upper right corner of the page. If you do not have a SAM.gov account, you will need to create one. SAM.gov uses Login.gov for authentication. Once you create your user credentials, you will return to SAM.gov to

complete your profile.

2. After you sign in, the system will navigate you to your Workspace. On the "Entity Management" widget, select the "Get Started" button.
3. On the next page, enter information about your entity. All fields are required, unless marked as optional.
4. On the next page, validate that the information provided is correct. If the information provided does not match your Dun & Bradstreet record exactly, you will be able to proceed. For assistance updating your Dun & Bradstreet record, please contact Dun & Bradstreet.

Deselect the check box near the bottom of the page if you want to restrict the public viewing of your entity information in SAM.gov. If you deselect the check box, only you and federal government users will be able to view your Unique Entity ID (SAM) record. Other entities and users of SAM.gov will not be able to view your Unique Entity ID (SAM) record. Then, select "Next."

5. On the next page, your entity is validated. You will be asked to certify that you are authorized to conduct transactions on behalf of your entity. Select the check box to certify, then select the "Request Unique Entity ID" button.
6. On the last page, your Unique Entity ID (SAM) will be displayed and you can begin to use it for your entity.

C. Your entity does not have a DUNS Number.

After April 4, 2022, the federal government will have no requirement for the DUNS Number. You can get a Unique Entity ID (SAM) for your entity on SAM.gov. The Unique Entity ID (SAM) is provided to entities who request to only get a Unique Entity ID (SAM) and to entities who complete an entity registration.

Sign in to your SAM.gov account and the system will navigate you to your Workspace. On the "Entity Management" widget, select the "Get Started" button to begin requesting your Unique Entity ID (SAM).

200. GENERAL CONDITIONS

200.1 Definitions

200.11 The term “City” or “Party of the First Part” where used in these plans and specifications shall mean the City of Dearborn, Wayne County, Michigan, or its agent.

200.12 The term “Engineer” where used shall mean the City Engineer, or his authorized representative.

200.13 The term “Contractor” where used shall mean the Party of the Second Part entering into the contract with the City of Dearborn or its agents.

200.14 The “Invitation to Bid” includes all the documents listed in the Contents Page of the Invitation to Bid.

200.15 The term “A.S.T.M.” shall mean the American Society for Testing Materials.

200.16 The term “D.W.S.D.” shall mean City of Detroit Water & Sewerage Department.

200.17 The term “W.C.D.P.S.” shall mean Wayne County Department of Public Services.

200.18 The term “A.W.W.A.” shall mean American Water Works Association.

200.19 The term “A.A.S.H.T.O.” shall mean American Association of State Highway & Transportation Officials.

200.20 The term “M.D.O.T.” shall mean Michigan Department of Transportation.

200.21 The term “Bidder” shall mean party submitting this sealed Bid for the project.

200.22 The term “Bid” shall mean Bidder’s written offer to perform work at quoted price for the duration of contract with an acknowledgement that no partial payment to be made for the storage of material nor no additional payment to be made for an increase in materials and labor costs.

201. PLANS

201.1 Plans shall consist of 0 location sheets, dated N/A and 5 standard drawings.

202. BONDS

202.1 The Contractor shall execute two surety bonds, each for the full amount of the contract, on the attached forms provided, it being mutually understood and agreed that in case changes are required, such changes shall not modify, discharge or release said bonds.

203. CONTRACT

203.1 The contract shall consist of standard and detailed drawings consisting of 0 location sheets, dated N/A, and 5 standard drawings, Invitation to Bid (ITB) document, Contractor’s Bid, Affidavit of Noncollusion signed by the Contractor, Accompanying Sheet signed by the Contractor, Addenda, Contractor’s Insurance, executed copy of the Contract page, Lien Bond and Performance Bond.

204. LIABILITY OF CONTRACTOR

204.1 The Contractor shall take all responsibility for the work and shall provide barricades, watchmen, lights and take all precautions for preventing injuries to persons and property on or about the work; shall bear all losses resulting to him on account of the amount or character of the work or because the nature of the ground in which the work is done is different from that which was estimated or expected, or on account of the weather, floods, elements, pandemics, natural disaster, electric power outages, fuel/material shortages, labor shortages, labor strikes, labor walkout, work performed by other Cities/Counties/ State agencies that may conflicts with the trucking routes or other elements/causes, and he shall assume the defense of and shall indemnify and save harmless the City and its individual officers and agents from all claims relating to labor, equipment and materials furnished for the work, inventions, patents and patent rights used in doing or incorporated in the work, also injuries to any person or property received or sustained by or from any and all acts of the Contractor, his agents or employees, or of any sub-contractor, his agents or employees.

204.2 The mention of any specific duty or liability of the contractor in any part of the specifications shall not be construed as limitation or restriction upon any general liability or duty imposed upon the Contractor by the specifications.

204.3 Claims Handling

Claims for personal injury or property damage that arise out of this contract or in connection with this project will be submitted to the Contractor's insurance carrier of record for their handling. At no time will the Contractor or subcontractor be allowed to adjust claims or incidents for property damage or bodily injury that arise out of this contract. All claims submitted to the insurance company of record shall be resolved within 30 days of submission. If the Claim is not resolved within that 30-day time frame, the amount of the claim will be withheld from the contract.

205. INSURANCE SUBMISSION REQUIREMENTS

The successful bidder/Proposer/Respondent (Contractor) must submit proof to the Purchasing Office that they meet all City of Dearborn insurance requirements prior to receiving an executed contract and/or purchase order. Proof of insurance as stated below will be required no later than five (5) business days of request. An "Intent to Award" letter will serve as the request and will be faxed and/or emailed to the intended Contractor. To expedite the process, a copy of your current coverage may be submitted with your bid/proposal/quote. Prior to expiration dates of any required insurance, Contractor shall be responsible for providing proof of continuing coverage.

INSURANCE REQUIREMENTS: The Contractor, at its own expense and in its own name, must provide and keep in force during the term of this Agreement the following types of insurance in not less than the amounts indicated below:

- a) Commercial General Liability Coverage: Commercial General Liability Coverage including products/completed operations, contractual liability, and personal injury. This insurance shall be on a commercial insurance, occurrence form. The limit amount for this insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Endorsement: The policy shall be endorsed to include a waiver of subrogation by the affording carrier in favor of the City of Dearborn.

Additional Insured: The certificate **MUST** contain, as an endorsement, the following language pertaining to the general liability coverage: **"The City of Dearborn, Michigan, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget including the City of Dearborn are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Dearborn".**

- b) Owner's Protective Liability: Bodily injury and property damage protection, including general supervision of work performed *shall be extended in the name of the City of Dearborn and all agent and employees thereof as the named insured. The minimum limit shall be \$1,000,000.*
- c) Workers Compensation Coverage: At a minimum, Workers Compensation Insurance as required by State of Michigan law, Michigan statutory coverage. Employer's Liability limits of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee.

Endorsement: The policy shall be endorsed to include a waiver of subrogation by the affording carrier in favor of the City of Dearborn.

- d) Automobile Liability Coverage: Automobile liability coverage shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- e) Commercial Umbrella/Excess Liability: Commercial umbrella or excess liability coverage afforded over the general, automobile and employer's liability for limits of not less than \$2,000,000 per occurrence.

Endorsement: The policy shall be endorsed to include a waiver of subrogation by the affording carrier in favor of the City of Dearborn

- f) Cancellation Clause: **Cancellation clause shall state not less than thirty (30) days.**

IT IS INCUMBENT UPON THE CONTRACTOR TO AFFECT ALL CHANGES (ADDITIONAL INSURED, PRIMARY/NONCONTRIBUTORY, AND WAIVER OF SUBROGATION) INDICATED ABOVE TO ITS INSURANCE POLICY.

Insurance must be with an insurance company or companies licensed to conduct business in the State of Michigan that has an A.M. Best Company rating of A-, VII or better and is satisfactory to the City of Dearborn.

The demanded coverage that is to be afforded by the Contractor shall be primary and non-contributory in relationship to any and all insurance or self-administered SIR maintained and/or controlled by the City of Dearborn and its budgeted subdivision. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

206. WORK INCLUDED

206.1 The unit prices or lump sum set forth in the Schedule of Items shall cover everything, including all labor and materials necessary for performing and completing all work required as contemplated by the plans and specifications.

206.2 The work shall be executed in strict conformity with the contract drawings and specifications, and the Contractor shall do no work without proper drawings and instructions. The Engineer will furnish to the Contractor, free of charge all copies of drawings and specifications reasonably necessary for the execution of the work.

206.3 The Contractor shall keep on the work, in good order and available to the Engineer and to his representatives, one copy of all drawings and specifications approved or authenticated by the Engineer.

206.4 After the award of the contract, the Engineer may furnish, by supplemental drawings or otherwise, additional instructions, full-sized, additional or revised details as may be required for construction purposes. The Contractor shall notify the Engineer in writing when such supplemental drawings or instructions will be required for the orderly progress of the various portions of the work, sufficiently in advance to permit their preparation, and shall make no claim for damages for delays that may result from his failure to so notify the Engineer.

207. CONTRACTOR'S PLANS, SAMPLES AND DATA

207.1 The Contractor shall submit for approval, with such promptness as to cause no delay in his work or in that of the City, duplicate copies of all shop, assembly, or erection drawings of materials or equipment requiring shop or field fabrication, assembly, or erection, together with other information in such detail as will permit the Engineer to judge whether the proposed material, equipment, or arrangement will meet the requirements of the contract drawings and specifications.

207.2 The size, general character and arrangement of all such drawings shall be subject to the approval of the Engineer. The Contractor, if requested to do so, shall confer with the Engineer regarding same before commencing their preparation.

207.3 The Contractor shall thoroughly check all such drawings, giving special attention to measurements, sizes of members, materials and details in order to satisfy himself that they conform to the contract drawings and specifications. Drawings found to be inaccurate, incomplete, or otherwise in error are to be returned to the appropriate subcontractor or material supplier for correction before submitting them to the Engineer.

207.4 After the Contractor has checked such drawings, he shall place thereon the date of approval and his signature. The Contractor shall then submit them to the Engineer for approval.

207.5 If the drawings submitted by the Contractor are found to conform with the contract drawings and specifications, the Contractor will be so advised in writing by the Engineer and notified of the number of additional prints of each drawing that will be required for proper distribution. In general, not less than six (6) prints will be required for the City's use. The Contractor shall promptly furnish to the Engineer without charge these additional prints plus as many more as the Contractor may require. After these prints have been received, the Engineer will place his approval thereon and return one or more approved prints to the Contractor as required.

207.6 If the drawings submitted by the Contractor do not meet the Engineer's approval, one (1) print of each drawing will be returned to the Contractor by the Engineer, marked and noted with the corrections or changes that may be required. All drawings so returned shall be revised or corrected as indicated and resubmitted by the Contractor as before.

207.7 Any work which the Contractor may perform on any material, structure, or equipment covered by such drawings, prior to the approval thereof by the Engineer shall be at his own risk. The City will not be responsible for any expense incurred by the Contractor in making changes in structures, materials, or equipment in order to make them conform to the drawings as finally approved, nor shall any claim for such damages be made or allowed. No alteration shall be made by the Contractor in any drawing after it has been approved, except with the written consent of the Engineer.

207.8 The Contractor shall furnish the Engineer with a tabulation of the equipment and materials for which drawings may not be required, showing the name of the manufacturer, the catalog number, and the type of equipment proposed, together with such dimensions, specifications, samples or other data as may be required to permit intelligent judgment of the acceptability of the same.

207.9 It shall be understood by the Contractor that in submitting drawings, lists, specifications, samples, and other data, a reasonable amount of time will be necessary for their examination by the Engineer before they can be approved or returned for correction. The Contractor shall make no claim for extra cost, damage, or extension of time because of his failure to submit said drawings, lists, specifications, samples and other data in sufficient time to permit their examination, correction when necessary, and final approval prior to their need in the fabrication of material or in actual construction, assembly or erection.

208. ERRORS AND CORRECTIONS IN DRAWINGS AND SPECIFICATIONS

208.1 The Contractor shall examine and check all drawings and specifications furnished by the City and by himself as to dimensions, quantities, and coordination with other parts of the work on this or related contracts and he shall promptly notify the Engineer of any and all errors, omissions, or discrepancies he may discover.

208.2 The Contractor shall not be allowed to take advantage of any such errors, omissions, or discrepancies, as full instructions will be furnished by the Engineer, 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 such errors, omissions, or discrepancies, will be at the Contractor's risk and responsibility until he is authorized by the Engineer to proceed. The work is to be made complete and according to the intention of the contract drawings and specifications, any minor omissions in the contract drawings and specifications notwithstanding.

209. CONTRACTOR'S UNDERSTANDING

209.1 It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. The Contractor agrees that he shall not claim nor receive any damages, extra compensation, or extension of time for completion, or any other concession because of any misunderstanding or misinterpretation of this contract, or because of ignorance of existing conditions, or of failure to anticipate developments which may occur as the result of existing conditions, or of difficulties which may be encountered in the execution of the work. No verbal agreement of conversation with any officer or employee of the City, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

210. LAWS AND REGULATIONS AND PERMITS

210.1 The Contractor shall keep himself fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall, at all times, observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, which become effective during the progress of the work; and shall protect and indemnify the City and its officers and agents against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

210.2 The Contractor will be required to pay license fees as required by the Ordinances of the City and shall comply with all provisions of said ordinances.

210.3 The Contractor shall secure all necessary permits covering his operations including permits from the public authorities having jurisdiction over the streets or other public properties in which the work is located and the improvements therein. The bidder shall ascertain the amount of any charges, which he may have to pay, including fees or inspection charges required by such authorities, including any department of Wayne County, the City of Detroit, and the State of Michigan, and shall include the cost thereof in his bid.

210.4 The Contractor shall ascertain the requirements of the said authorities and shall include in his bid all costs of restoring existing improvements, including sidewalks, pavements and landscaping, to the satisfaction of the authority having jurisdiction in each case.

211. ASSIGNMENT OF CONTRACT

211.1 The Contractor shall not assign this contract or any part hereof without the written consent of the City. No assignment shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work in favor of all persons, firms or corporations rendering such services or materials.

211.2 Sub-Contracting- The Contractor shall not sub-contract any work to be performed under this contract without the written consent of the City. If the Contractor shall sublet any part hereof, the Contractor shall be as fully responsible to the City for acts and omissions of his sub-Contractor as he is for the acts and omissions of persons directly employed by himself.

212. WORKING CONDITIONS

212.1 The Contractor shall have sole responsibility for finding and obtaining a site for equipment and material storage and staging and for obtaining a permit or variance for such use if any is required. Unless otherwise stated in the Special Conditions, the City shall not provide any right of way for use by the Contractor. The Contractor shall be responsible for conditions at the work site, shall confine his operations to such work site and any infringement on private or public property shall be at the Contractor's sole expense and risk, with the Contractor accepting all liability for such expense and risk.

213. AUTHORITY

213.1 No agent of the City shall have power to revoke, alter, enlarge or relax the stipulations or requirements of these plans and specifications except insofar as such authority may be specifically conferred by the specifications themselves without the formal authorization to do so, conferred by the contract of which the specifications are a part or by ordinance, resolution or other official action by the City.

213.2 The work shall be carried on under the personal supervision of the Contractor or his properly authorized representative, who shall have full and responsible charge of the work with power to receive orders and carry out instructions.

213.3 The Engineer shall have general supervision and direction of the work. He has authority to stop the work whenever it may be necessary to insure the proper execution of the contract. He shall also have the authority to reject all work and materials, which do not conform to the specifications, and to clarify questions which arise in the execution of the work. Any refusal on the part of the Contractor or his authorized representative to carry out any of the aforementioned orders of the Engineer or his authorized agent shall be deemed a violation of this contract.

214. EMPLOYMENT OF LABOR

214.1 Any person employed by the Contractor refusing or neglecting to obey the directions or orders of the Engineer in anything relating to the work or appearing to be incompetent, disorderly or unfaithful shall be discharged and shall not be re-employed on the work, and such discharge shall not be used as the basis of any claim for damages against the City

215. PROGRESS OF THE WORK

215.1 Materials shall be ordered and work shall begin on the ground within twenty days after the contract is signed, unless otherwise stated. Work shall be prosecuted diligently thereafter and at such a rate as to ensure its completion within the time specified.

215.2 Construction Schedule Immediately after receipt of the signed contract the Contractor shall deliver to the Engineer, for his approval, a Progress Schedule in a form satisfactory to the Engineer showing the proposed dates of commencement and completion of each of the various subdivisions of work required under this contract. This schedule shall in no case show any extension of time for work under this contract beyond the time of completion established in this contract.

215.21 Whenever the Contractor deems it, in order to maintain the progress of the work in accordance with the Progress Schedule or to complete the work within the time specified in this contract, to work after regular hours or on Saturdays, Sundays, or holidays, the Contractor shall do so at no additional cost to the City, and only upon the specific approval of the Engineer.

215.22 Satisfactory progress in construction of the work under this contract, in accordance with the approved Progress Schedule, shall be a condition precedent to progress payments otherwise due under this contract. In case the Contractor shall fail to accomplish such progress, the City may withhold such payments as may be otherwise due until the Contractor shall have made satisfactory showing that such failure to accomplish progress is remedied so that the work will be completed in the time specified in this contract.

215.3 Surveys, Location Points, Bench Marks Principal location points and bench marks shall be given by the Engineer at such times as he may deem necessary, or if the Contractor shall be in need of the Engineer's services, he shall notify the Engineer twenty-four (24) hours in advance of such need.

215.31 The Contractor shall mark all points given by the Engineer by stakes or other suitable means and shall protect and maintain the same and locate all work accurately therefrom. Stakes or other points damaged or removed by Contractor shall be replaced at the expense of the Contractor if needed for the work.

215.4 Inspection and Rejection of Work The material used and work done shall at all times and stages of construction be subject to the inspection of the Engineer or his representative, but such inspection shall not relieve the Contractor from any obligation to furnish materials and perform the work strictly in accordance with these specifications. Work not so constructed shall be removed and replaced by the Contractor at his own expense.

215.41 The Engineer shall have access to the work at all times and the Contractor shall cooperate with him and furnish such assistance as may be required in order to facilitate inspection and for the purpose of laying out the work and establishing lines.

215.42 The Engineer has the right to have removed by the Contractor such portion of the work as he may deem necessary for the discovery of improper work or material. Any such work or material so found must be replaced in proper condition by the Contractor at his own expense. If found to be properly done and of specified materials, it shall be restored by the Contractor at the expense of the City. Any work, which during its progress and before final acceptance may become damaged from any cause, shall be replaced by satisfactory work at the Contractor's expense.

215.5 The Contractor shall clean and restore the work site, any storage or staging areas, and any other areas including public rights of way affected by the work, leaving all such areas in a neat and clean condition on a daily, weekly or such other basis as is directed by the City Engineer or as required by state or local law, or rule, or permit requirement and at or before completion of work. All buildings, plants, structures and appurtenances, scaffolding, rubbish, dirt and leftover materials from or related to the work shall be removed. All costs of such site cleanup and removal shall be included in the contract price and the Contractor shall not make and shall not be entitled to any extra, additional or separate compensation for compliance with this requirement.

215.6 Time of Completion The time allowed for completion of the work contemplated in this contract shall be as stated in the Bid and in the time allowed for all construction and cleanup and any other pertinent operation required before final and formal acceptance by the City.

215.61 All days on which work is suspended by order of the Engineer or in accordance with these specifications shall automatically extend the time for completion and equal number of days. No other extension of time shall be allowed except upon formal consent of the Engineer. Days on which the work is suspended because of weather conditions shall not be considered as extending the time of completion.

215.62 It is distinctly understood and agreed to by the parties hereto that the time specified for the completion is the essence of this contract and the Contractor shall not be entitled to claim performance of this contract unless the work is satisfactorily completed in every respect within the time specified. The Contractor shall not be entitled to any costs or damages for any delays.

215.63 The City reserves the right to use and/or occupy portions of the completed structures, which may be completed in accordance with the plans, and other portions of these specifications prior to final acceptance. Such use shall in no way be construed as final acceptance of the work nor shall it release the Contractor or any of his sureties of any liability defined elsewhere herein.

215.7 Injunctions Should the party of the first part be prohibited or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after its commencement by reason of any litigation or otherwise, the Contractor shall not be entitled to any damages by reason of the delays caused thereby, except for the actual cost of protecting such work as he may have underway, or for the cost of removal and replacement of such tools, plant and materials as he may have delivered upon the work such as to be determined by the Engineer. Nor shall the Contractor be permitted to withdraw from this agreement until such delays as aforesaid aggregate one year, but the time of completion shall be extended for such time, as in the judgment of the Engineer, shall be equal to the aggregate delay.

215.8 Forfeiture of Contract If the work to be done under this contract shall be abandoned by the Contractor, or if at any time in the judgment of the City, the Contractor shall fail to prosecute the work at a reasonable rate of progress, or to comply with all or any of the terms and requirements herein set forth and such action shall not affect the right of the City to recover damages resulting from such failure, then the City has a right to take possession of the work, including the Contractor's plant, supplies, tools and materials at any time after having notified the Contractor in writing to discontinue the work under this contract for said cause or causes. Upon receiving such notice, the Contractor shall, upon demand, immediately give the party of the first part, safe and peaceful possession of the work including the plans, and shall then cease to have any control over any portion of the men employed thereon.

215.81 The party of the first part may then proceed to complete the work herein specified by contract or otherwise and the entire cost of the same shall be charged to the Contractor and deducted from any sum or sums due or to become due under this contract, the excess cost, if any, shall be paid by the Contractor or his sureties to said party of the first part.

216. WAIVER OF CONTRACT

216.1 Neither the acceptance by the City or its Engineer or other agents, nor any order, measurements or certificate by the Engineer, nor any order by the City for the payment of money, nor any payment for or acceptance of the whole or any part of the work by the Engineer, or the City, nor any extension of time, nor any possession taken by the City or its agents, shall operate as a waiver for any portion of the contract and any power therein reserved to the City or any right to damages therein provided, nor shall any waiver of any breach of contract be held to be a waiver of any subsequent breach.

217. INTERPRETATION

217.1 Should any question arise as to the intent of any parts of the plans and specifications; the interpretation of the Engineer shall be final. However, it is not intended to deprive the Contractor of his legal rights or of recourse to the courts.

218. PAYMENT

218.1 Where applicable, the City will pay the Contractor at the unit prices bid in the Bid based upon measurements made by the City Engineer and such measurements shall be final and conclusive.

218.11 The City Engineer or his designee will prepare progress payments on behalf of the Contractor and submit to the City's Finance Department for payments. Where required by the specifications or agreed to in writing by the City, progress payments will be made monthly or at longer intervals, at the option of the City, for work in place and completed. Contractor will receive payment by thirtieth (30th) day of each month for work completed in preceding month. Progress payments shall not be made for materials furnished prior to being incorporated in the finished work. Progress payments shall not be payable unless the project or work is making satisfactory progress. Partial payments will not be made for any uncompleted work and/or any item of work still under construction. Progress payment requests shall be submitted to the City Engineer with supporting documentation attached to the request.

218.12 Progress payments shall be made no later than thirty days after such work is certified as in place by the architect or appropriate officer and all required supporting documents have been received by the City. The making of a progress payment is not an approval or acceptance of any part of the completed work.

218.13 On construction contracts having a contract value of \$30,000 or more and having more than three payments, the City may retain 10% of all progress payments made until 50% of the work is in place. After the work is 50% in place, the City may retain 10% of all progress payments if the City determines the Contractor is not making satisfactory progress or the City has other cause relating to the Contractor's performance and specified such cause to the Contractor. Such retainage shall be deposited in an interest-bearing account in a regulated financial institution and shall be accounted for separately and such retainage with all accrued interest shall be paid to the Contractor with final payment unless earlier released to the Contractor by the City. On contracts not for the construction, reconstruction, betterment, replacement or repair of a public facility, and contracts 1) less than \$30,000 in contract value, or 2) having three or fewer payments, the City may retain up to 15% of all progress payments and interest shall not be paid on such retainage. Any construction contract dispute over the retainage, progress or interest shall be submitted to decision by a person appointed by the City in accordance with Section 4 of Act No. 524 of the Public Acts of 1980. Such decision shall be final as provided in Section 4(6) of Act No. 524, P.A. 1980.

218.14 Within one hundred and twenty (120) days after the completion of the work under this contract to the satisfaction of the City and its Engineer in accordance with all terms herein, the City shall make final payment from a final estimate made by the Engineer. The Contractor shall secure and furnish to the City a written statement from the surety or 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.

218.15 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 claims and liabilities to the Contractor for anything done or furnished or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

218.2 Lump Sum Contracts Promptly following the execution of the contract the Contractor shall prepare and submit to the Engineer an itemized statement showing the unit quantities and corresponding unit prices and totals of all items of equipment or supplies required under this contract. Partial payments shall be made on the basis of the unit prices submitted and approved by the Engineer.

218.21 The statement may contain separate items for bonds and insurance.

218.22 The statement shall not contain such separate items as "Plant" or "Overhead." Such costs shall be uniformly spread over the items of labor and material actually entering into the work.

218.23 The statement shall be submitted for the approval of the Engineer and after such approval shall be considered and become a part of the contract.

218.3 Unit Price Contracts Estimated quantities are approximate and will be used for comparison of bids only. Payment will be based upon actual measurements taken by the Engineer in conjunction with the Contractor after completion of the work and the City by determination of the Engineer, reserves the right to vary the quantities constructed.

218.31 The unit prices set forth in the Bid are the only pay items in this contract, unless extra work is authorized in accordance with Section 220 of the General Conditions. All other work and materials necessary to complete the work in accordance with the plans and specifications shall be considered as incidental to these items.

219. NO ESTOPPEL

219.1 The party of the first part shall not, nor shall any officer thereof be precluded or estopped by any return or certificate, made or given by the Engineer or other officer, agent, or appointee under the provisions of this agreement, at any time (either before or after the final completion and acceptance of the work and payment made thereof pursuant to any such return or certificates showing the true and correct amount of any money due therefore, notwithstanding any such return or certificate, or any payment made in accordance therewith) from demanding and receiving from the Contractor or his sureties, separately or collectively, such sums as may have been improperly paid said Contractor by reason of any such return or certificate which has been untruly or incorrectly compiled.

220. EXTRA WORK, REDUCED WORK AND OMITTED WORK

220.1 Should the Engineer deem additional work or material changes in design or construction, necessary for the good of the work, he may order the Contractor to do same. The work shall be paid for in accordance with the unit prices or lump sums, as stated in the Schedule of Bid Items. In case any part or all of the extra work is not covered by unit prices or lump sums in the Schedule of Bid Items then the Contractor shall be paid for this work on the basis of agreed prices by the Engineer and the Contractor. If the price is not agreed, a fair allowance for the cost of labor, material and equipment, to be determined as follows:

220.11 For all labor and foreman in direct charge of the work the Contractor will receive the actual rate of wage paid for each and every hour that said labor and foreman are actually engaged in said work, plus 15 percent of the sum thereof.

220.12 For material and supplies actually incorporated in the work, the Contractor will receive the actual cost of such materials delivered to the job, plus 10 percent thereof.

220.13 For the use of machinery and equipment owned by the Contractor and used in such extra work, the Contractor will be paid in accordance with the current Michigan Department of Transportation Table of All-Inclusive Equipment Rental Rates Schedule "C," for the period that such machinery and equipment is actually used on the work, plus 10 percent thereof. When it is necessary for the Contractor to use rented equipment on said extra work, he will be allowed the actual rental price, if reasonable, for each hour that such equipment is used on the work, plus 10 percent thereof.

220.14 Bond Premium, Workmen's Compensation Insurance, Personal Injury, Public Liability, and Property Damage Public Liability Insurance, Unemployment Compensation and Federal Social Security will be paid for at actual cost-plus 15 percent.

220.15 The City shall not recognize subcontractors for payment on contract work. If stated percentages for profit, superintendence, general expense, overhead and the use of small tools and equipment for which no rental is allowed is applied to work performed by a subcontractor, then the Contractor shall not be entitled to additional compensation for these items.

220.16 When a change in the work involves both extra work and omitted or reduced contract work, the Contractor's payment shall be based on the difference between the cost of the extra work and the estimated value of the work omitted or reduced, computed in accordance with Sections 220.11, 220.12, 220.13, 220.14 and 220.15.

220.17 When a change in the work involves only omitted or reduced work in a lump sum contract or any part of a lump sum item in a unit price contract, the contract sum shall be reduced by the amount of the estimated value of such omitted work, computed in accordance with Sections 220.11, 220.12, 220.13, 220.14 and 220.15.

220.2 The compensation as herein provided shall be accepted by the Contractor as full payment for said extra work and the percentages shall cover profit, superintendence, general expense, overhead and the use of small tools and equipment for which no rental is allowed. The Contractor and the Engineer shall compare records of such extra work and bring them into agreement at the end of each day.

220.3 On or before the 20th of each month, the Contractor shall submit to the Engineer all bills or claims for extra work done during the preceding month, failing in which, it is mutually understood and agreed that the Contractor shall waive and forfeit all rights and claims to extra compensation for the same. The Contractor shall give written notice to the Engineer before commencing work which he considers extra, whether he shall have received written orders for the same or not, failing which notification he shall waive and forfeit all rights and claims to extra compensation.

221. QUANTITIES FOR PAYMENT

221.1 Quantities given are estimated and approximated only. Quantities to be paid for will be determined by actual quantities installed.

222. REMOVAL AND ERECTION OF TRAFFIC AND STREET SIGNS

222.1 Contractor shall be held responsible for street signs and traffic signs. If Contractor deems necessary, he may remove signs and deliver them in good condition to the D.P.W. yard thus relieving him of responsibility of any cost resulting from damage to them. Contractor will be responsible for "Stop" signs. No street shall be opened to traffic until all "Stop" signs have been replaced by the Contractor.

223. ORDER OF PROCEDURE

223.1 The order and method of procedure and the equipment to be used shall be carefully planned to expedite the work of the Contractor and all other Contractors engaged in or on the site of the work and to cause the least inconvenience to the public and abutting property owners. Such plans shall be submitted in writing for the approval of the Engineer.

224. WORKING HOURS

224.1 No work shall be performed between the hours of 8 P.M. and 7 A.M. This includes idling of engines in the "warming up" process. Contractor's attention is also called to City of Dearborn Code of Ordinances Chapter 13, Article II, Noise.

225. EQUAL EMPLOYMENT OPPORTUNITY

225.1 In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw material.

225.2 The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this contract with respect to his hire, tenure, terms conditions or privileges of employment or any matter directly or indirectly related to employment because of age, except where based on a bona fide occupational qualification. The Contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

225.3 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further City of Dearborn contracts.



CITY OF DEARBORN

CONTRACT

ARTICLES OF AGREEMENT, made and entered into this _____ day of _____, 2025, by and between the City of Dearborn, Wayne County, Michigan, and _____, of the City of _____, County of _____, State of **Michigan**.

WITNESSETH:

In consideration of the mutual promises of the parties hereto, IT IS AGREED:

1. That all copies of the Invitation to Bid that consists of Title, Contents, Instructions to Bidders, Affidavit of Noncollusion by Bidder, Schedule of Bid Items, Accompanying Sheet, Contractor's Bid, Notice of Award, Notice to Proceed, Federal Contract Provisions (if required), Davis-Bacon Prevailing Wage Requirement (if required), Special Conditions, Soil Boring Logs (if required), Miscellaneous Details (if required), Detail Drawings (if required), Standard Drawings (if required), General Conditions - Section 200 to 1000 (if required), Index and executed copies of Insurance, Lien Bond and Performance Bond shall be and they are hereby made a part of this agreement and contract.
2. That _____ under penalty of bonds attached, shall furnish all labor, materials and appliances necessary and does covenant to do all the work in accordance with the Invitation to Bid for **Backwater Condition Assessment, Job No. 2025-019, CIP N24200 Phase 2** above referred to, in a manner, time and place, all and singular as therein set forth.
3. The City of Dearborn hereby agrees and promises to pay to _____ the sum provided in accordance with the as bid unit prices provided by the contractor in his bid and it shall be based on the as-built quantities for a not to exceed amount of _____ all in the time and manner provided.
4. For the faithful performances of all and singular of the stipulations, terms, covenants and conditions of this agreement, the parties respectively bind themselves, their heirs, successors, personal representatives and assigns.

IN WITNESS WHEREOF, said parties have set their hands and seals, on the day and year first written above.

CITY OF DEARBORN

APPROVED:

DATE:

CORPORATION COUNSEL

Authorized by Council Resolution No. _____

Mayor Abdullah H. Hammoud for the City of Dearborn

Date

IN THE PRESENCE OF _____

By: _____
(designate official capacity)

By: _____
(designate official capacity)



CITY OF DEARBORN

LIEN BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, _____, _____, of the City of _____, County of _____, State of _____, Principal, and _____

herein after called the Surety, are held and firmly bound unto the People of the **CITY OF DEARBORN** in the full and just sum of _____ to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

Sealed with our seals, and dated this _____ day of _____, 2025.

WHEREAS, the above named Principal has entered into a contract with the **CITY OF DEARBORN**, dated this _____ day of _____, 2025., wherein said Principal has covenanted and agreed as follows: to wit:

To furnish all the labor and material for **Backwater Condition Assessment, Job No. 2025-019, CIP N24200 Phase 2**

AND WHEREAS, this bond is given in compliance with and subject to the provisions of Act No. 213 of the Public Acts of Michigan, for the year 1963, same being Section 5.2321 (1) to Section 5.2321 (11) of the Michigan Statutes, annotated.

NOW, THEREFORE, the conditions of this obligation is such that if payment shall be made by the Principal to any subcontractor, or by the Principal or any subcontractors as the same may become due and payable of all indebtedness which may arise from him to a subcontractor or party performing labor or furnishing materials or supplies, or any subcontractor to any person, firm or corporation on account of any labor performed or materials or supplies furnished in the performance of said contract, then this obligation shall be void, otherwise the same shall be in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of said contract, or in the work to be done under it, or the giving by the party of the first part to said contract of any extension of time for the performance of said contract or any other forbearance on the part of either party to the other shall not in any way release the Principal and Surety, or either of them, their heirs, executors, administrators, successors or assigns from any liability hereunder, notice to the Surety of and such alteration, extension or forbearance being hereby waived.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

_____	_____
_____	Principal
_____	_____
_____	_____

This contract is executed on _____;
Therefore, the above described Lien Bond is effective
As of _____

5/26/22



CITY OF DEARBORN

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned _____, _____, of the City of _____, County of _____, State of **Michigan**, as Principal and

of _____ as surety, are hereby held and firmly bound unto the

CITY OF DEARBORN for Backwater Condition Assessment, Job No. 2025-019, CIP N24200 Phase 2 in the full and just sum of _____ for the payment of which will and truly be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these present.

Signed and Sealed this _____ day of _____, 2025

The condition of the above obligation is such that if said principal _____

shall well and faithfully do and perform the things agreed
by **City of Dearborn**

to be done and performed by the annexed contract, according to the terms, thereof, then this obligation shall be void, otherwise the same shall remain in full force and effect.

It is mutually understood and agreed that in cases where changes are required, either by order of the Engineer or Owner, or by mutual agreement, such change or changes shall not modify, discharge or release this bond.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

(Seal)

(Seal)

Principal

(Seal)

(Seal)

Surety

This contract is executed on _____;
Therefore, the above described Performance Bond is effective
As of _____

I N D E X

INDEX TO BE USED AS A REFERENCE FOR SECTION 200 (GENERAL CONDITIONS) THROUGH SECTION 1000 (SIDEWALK CONSTRUCTION) ONLY. ANY OF THE SECTIONS (200 THROUGH 1000), WHICH DO NOT APPLY TO THIS CONTRACT, ARE NOT INCLUDED HEREIN, FOR THAT REASON.

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