

CITY OF MILAN
REQUEST FOR PROPOSALS
INSTRUCTIONS TO BIDDERS

NATURE PARK SIDEWALK/KAYAK
LAUNCH BID OPENING: May 30, 2023
at 11:00 a.m. Eastern Time

1. Unless otherwise specified, *two original signed copies* of the Bidder's proposal must be submitted.
2. Bidders must carefully read and thoroughly comply with these Instructions to Bidders, the Terms and Conditions, and the Specifications (together, the "Invitation to Bid"). The Instructions to Bidders, Terms and Conditions, Specifications, and the Bidder's proposal, including all attachments and accompanying documents, shall become part of the contractual agreement entered into with the successful bidder.
3. Proposals shall include all applicable taxes, licensing, permitting, regulatory, import and other fees and costs applicable to the contract (the "taxes and fees"). Generally, the City is exempt from State and Federal taxes. In the event that taxes and fees must be paid on any materials or work necessary to complete the contract, the Bidder shall bear the cost and responsibility of all such taxes and fees and must take such costs into account in submitting its proposal. To the extent any taxes and fees apply, they must be separately identified and itemized in the proposal.
4. The Bidder shall be required to comply with all provisions of the Federal Davis-Bacon Act (Federal prevailing wages): Yes ☐ No ☒
5. The Bidder shall be required to comply with all Community Development Block Grant requirements: Yes ☐ No ☒
6. The City reserves the right to award the bid in whole or in part, to reject any or all proposals, to waive informalities, and to negotiate the terms of the proposals with a Bidder of the City's choosing.
7. Bidders shall submit their proposals, including additional documentation as is necessary or appropriate, by the date and time specified (*no exceptions will be made*) in a sealed envelope addressed as follows:

City of Milan Proposal for **NATURE PARK SIDEWALK/KAYAK LAUNCH**

147 Wabash Street
Milan, Michigan 48160-1594

8. Failure to properly address or deliver the proposal may result in premature opening and disqualification of/ or failure to open and disqualification of the proposal. The Bidder assumes all risks regarding the City's receipt of the proposal and the proposal's compliance with the Instructions to Bidders and the Terms and Conditions.

CITY OF MILAN

TERMS AND CONDITIONS

NATURE PARK SIDEWALK/KAYAK LAUNCH

1. PREPARATION OF BIDS/PROPOSAL:

- a. Any person contemplating submitting a proposal in doubt as to the true meaning of any part of the request for proposals may submit a written request for clarification to the City, attention Purchasing Division. Persons submitting requests for clarification will be responsible for its prompt delivery. Any interpretation or clarification will be made only by written addendum duly issued by the City. A copy of each addendum will be mailed or delivered to each person in receipt of the request for proposals.
- b. In responding to this request for proposals, each Bidder shall furnish all information required and such information shall be furnished on the forms contained herein, if any.
- c. The Bidder's proposal shall not contain any condition purporting to limit the Bidder's liability for damages, actual, consequential or otherwise, to the price of the contract, and any such condition shall be null, void, and of no force or effect.

2. SUBMISSION OF BIDS/PROPOSALS:

- a. Each bid shall include a description of the Bidder, the state in which it is licensed to do business (if other than Michigan), and shall include the names, resumes, and experience of the personnel to be assigned to this project. The City at its reasonable discretion may require further information from the Bidder, including detailed financial information, which information shall be promptly provided.
- b. Proposals shall remain valid for at least ninety (90) days from the date set for bid opening.
- c. Prior to the date and time set for bid opening, Bidders may withdraw their proposal by giving written notice to the City, attention Purchasing Department. After the date and time set for bid opening, no bid may be withdrawn or canceled.
- d. Any alternate bids that are submitted may be considered, in the sole discretion of the City.
- e. All bids must be accompanied by a bid deposit in the amount of \$ 00 . The bid deposit of the successful Bidder will be held until the contract has been duly executed by the City. The amount of the bid deposit may be forfeited to the City as liquidated damages upon the refusal or neglect of the Bidder to proceed. Bid deposits of unsuccessful bidders will be returned by the City within forty-five (45) days after the date set for bid opening.
- f. Bidders are advised that after the date and time set for the opening of bids, all proposals and information submitted with their bid will constitute public records subject to disclosure under the Michigan Freedom of Information Act.
- g. Bidders are solely responsible for any and all costs to prepare their bid, including any site visits and engineering analysis.

3. CONSIDERATION OF BIDS/PROPOSALS:

- a. The City Administrator and the City Director of Public Works shall each be authorized to represent the City in all matters pertaining to this Request for Proposals, provided however, that final approval and award of the bid, if any is made, shall be by official action of the City Council.
- b. Proposals varying from the Specifications will only be considered when such substitutions are clearly identified and described in the Bidder's proposal. The determination of whether to consider such substitutions shall be at the City's sole discretion.

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number or specific reference, it is understood that the Bidder proposes to furnish the specific item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated by submission of the Substitution Proposal form. Bids of "equal" items will only be considered when the Bidder's proposal clearly identified and described the proposed "equal" to be furnished, including such information as condition, quality, warranty, and price.

- c. Every bid shall include a sworn statement disclosing any familial relationship that exists between the owner or any employee of the Bidder and any City official or City employee, and disclosing any substantial interest held by any City official or City employee or their immediate family in the Bidder's business. The sworn statement shall be in the form of the Bidder Disclosure Statement included in this Invitation to Bid. The City will not accept a bid that does not include this sworn disclosure statement.

4. FAIR EMPLOYMENT PRACTICE AND NON-DISCRIMINATION:

The Bidder and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status or handicap. The Bidder shall take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, marital status or handicap. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection of training, including apprenticeship. Breach of this covenant may be regarded as a material breach of contract.

5. COMPLIANCE WITH FEDERAL, STATE AND MUNICIPAL LAWS:

Bidder shall comply with all Federal, State, and municipal laws, rules and regulations in the performance of the contract and in the employment of persons, and shall obtain all necessary licenses and permits and pay all fees, taxes and other charges required thereby, and furnish, upon the City's request, evidence of compliance with any law and the payment of any fee, tax or charge. Bidder will defend, indemnify and hold harmless the City against any and all claims, charges, liens, garnishments and levies arising out of Bidder's failure to comply as required by this paragraph.

6. INDEMNIFICATION

Bidder shall to the fullest extent permitted by law indemnify, defend and hold harmless the City of Milan and its elected and appointed officials and officers, agents, servants, employees and successors from and against any and all liabilities, claims, causes of action or lawsuits seeking damages on account of personal injury or death to any person, including employees of the Bidder, or property damage, including claims for loss of use which arise out of performance of the contract by the Bidder or its subcontractors. The Bidder's defense, indemnity, and hold harmless obligation shall include:

- a. Indemnify even if damages sought were caused in part by the negligence or fault of City or any of its officials, employees, agents or officers.
- b. Indemnify for all damages and judgment interest, all costs and fees, including attorney's fees, relating to or arising out of any claim, cause of action or lawsuit requiring indemnity by the Bidder.
- c. All expenses incurred in securing indemnity from the Bidder if the Bidder wrongly refuses to fulfill any of the indemnity obligations assumed under this contract.
- d. This section shall not be read as to require the Bidder to defend the City or any other party from claims, or to assume any liability or indemnify the City or any other party for any amount greater than the degree of fault of the Bidder.

The Bidder shall also, at its expense, indemnify, defend and hold harmless the City and its elected and appointed officials and officers, agents, servants, employees and successors from and against any and all claims against the City for alleged infringement of any United States patents related to components, equipment, or hardware manufactured, installed, or provided by the Bidder as part of this contract.

7. INSURANCE PROVISIONS

Contractor shall purchase and maintain the following minimum insurance policies throughout the term of the contract from insurance companies duly licensed and authorized to conduct business in Michigan, and shall provide the City with certificates of insurance, demonstrating compliance with this provision:

- A. Statutory Worker's Compensation and Employer's Liability Insurance as required by law.
- B. Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Products and Completed Operations; (B) Broad Form General Liability Extensions or equivalent, plus a one million dollar "follow form" umbrella policy, to protect Contractor and the City against liability or claims of liability which may arise out of Contractor's (including Contractor's employees and agents) performance under this Contract. In addition, Contractor agrees that such policy shall provide an endorsement stating that such insurance shall be primary and that insurance carried by the City shall be excess and non-contributory.
- C. Additional Insureds: Commercial General Liability, as described above, shall include an endorsement stating the following shall be *Additional*

Insureds: The City of Milan, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insureds, whether any other available coverage be primary, contributing or excess.

- D. Contractor shall furnish the City with a certificate issued by the insurance company indicating such coverage is in effect during the entire term of this contract and shall furnish the City with a complete copy of such policy(ies) upon the City's request. Each such insurance policy shall contain a provision prohibiting its cancellation or expiration, or the reduction of its coverage limits, without at least thirty (30) days' prior written notice to the City. In the event that Contractor shall fail to obtain or maintain in force any insurance required hereunder, the City, in its sole discretion, may deem Contractor to be in default or may, but shall not be required to, procure and pay for such insurance on Contractor's behalf, and the sums so paid shall be deducted from Owner's payment to Contractor for work performed under this contract.
- E. Adequate property insurance for Contractor's equipment and personal property.
- F. For any motor vehicle owned or leased by it, General Liability, Comprehensive and Property Damage Insurance with \$1,000,000 combined single limits, per occurrence and in the aggregate, and if needed, casualty insurance.

8. USE OF PREMISES

- a. Bidder shall keep the premises and the work which this contract relates free and clear of all claims and mechanic liens, and will promptly pay for all labor (including social security contributions and applicable fringe benefits), material and services used in connection with this contract. Bidder shall furnish the City with such certificates of payment, waivers of claims (including claims against any payment bond), waivers of mechanics liens, releases and sworn statements in form satisfactory to the City when submitting request for payment for work completed.
- b. Bidder shall not use or permit any of their employees to use any equipment, hoists, staging, scaffolds, or any other material or equipment belonging to the City without prior written consent.

9. INCORPORATION OF TERMS OF BID DOCUMENTS

- a. The terms set forth in the Instructions to Bidders, the Terms and Conditions, the Specifications, the Invitation to Bid, addendums thereto, if any, and the Bidder's response to the Invitation to Bid, including all attachments and materials submitted therewith, are all hereby incorporated into this contract in full by reference.

10. MISCELLANEOUS

- a. The Bidder agrees that the City of Milan, the Federal grantor agency and its governmental affiliates, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access, during regular business hours, to any books, documents, papers and records of their company which are directly pertinent to this agreement, for the purpose of making audits, examinations, excerpts and transcriptions. The company shall maintain all records for three years after all pending matters under this agreement are closed, during which period this provision shall survive the completion or any termination of this contract.
- b. The Bidder shall notify the City of the names and addresses of all subcontractors to be employed on the project. Bidder agrees that the City has the right to reasonably approve or disapprove any subcontractors performing work for the Bidder on this contract.
- c. In performing its duties, Bidder shall at all times act in the capacity of an independent contractor and not as agent of the City.

11. ALTERNATIVE DISPUTE RESOLUTION

Unless the parties agree otherwise, any claims, disputes or other matters in controversy arising out of or related to the contract shall be subject to mediation as provided herein as a condition precedent to litigation:

- a. The party bringing a claim shall give notice to the other party and, in writing, propose a meeting within seven (7) days after the claim arises in which to discuss and attempt to resolve the claim.
- b. In the event the meeting between the parties to resolve the claim does not resolve the dispute or does not take place within said seven (7) day period, the parties shall designate, by mutual agreement, an independent mediator who shall convene a meeting of the parties within a period of fourteen (14) days of the later of the initial meeting between the parties or the date notice was given pursuant to subparagraph (1) above. The mediator shall render his or her decision within fourteen (14) days of said meeting. The parties may, by mutual written agreement, extend the time periods required under this subparagraph.
- c. The purpose of mediation is to attempt to resolve the dispute between the parties. The mediator shall not be empowered with the authority to render a binding opinion or award.
- d. In the event the independent mediator's attempt to resolve the dispute between the parties fails, then each party will be free to pursue recovery of claims at law.
- e. During the pendency of this alternative dispute resolution process, the parties agree that any statute of limitations applicable to all claims that are the subject of this process shall be tolled.

12. SEVERABILITY OF CONTRACT

In the event any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this contract, but this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained. Further, in the event that any provision of this contract shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.

13. NO WAIVER OF SUBROGATION

This contract shall not contain a waiver of subrogation.

14. AMENDMENTS TO CONTRACT

When awarded, the contract shall not be changed, modified, altered, or amended in any respect without the mutual written consent of the Bidder and the City.

15. PERFORMANCE OF THE CONTRACT

The Bidder shall furnish at its own cost and expense all labor, tools, equipment and materials necessary to expeditiously complete the contract, and all work and performance shall be in a good and workmanlike manner, and shall be in conformance with generally accepted standards for quality, skill and construction of similar work. The Bidder shall assure that no work is defective, that all materials and equipment provided are in good and working order, and that all work and materials have been performed and provided in accordance with this contract and completed on schedule.

16. INSPECTION

The City may on occasion assign an inspector to review the Bidder's performance for the purpose of determining compliance with the specifications and maintaining records, including the time records for service charges and allocation of appropriate amount of labor and equipment for the work assigned. Any work or materials found to be defective, substandard or not in accordance with the provisions of this contract shall be repaired or replaced to the satisfaction of the City at the sole expense of the Bidder.

17. CERTIFICATION REGARDING IRAN-LINKED BUSINESS

By submitting its proposal, the Bidder shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act 517, Public Acts of Michigan, 2012, being MCL 129.311 et. seq.

18. PAYMENTS

The Bidder may periodically submit invoices for services rendered under this contract to the City no more frequently than on a monthly basis. The City shall review and arrange for prompt payment of properly submitted invoices generally within thirty (30) days of actual receipt of the invoice, subject to a 10% retainage withholding. The Bidder understands that the City is a governmental unit and the approval process for such payments requires approval by the City Council. Upon final completion of the work which includes restoration of any excavated earth and germination and three weeks of growth of any grass and plantings, the Bidder may submit a final invoice for payment for services rendered including the retainage withheld from prior submissions.

19. DEFAULT

Except as otherwise provided herein, if either party fails to carry out the obligations set forth herein or fails to meet the requirements of this contract, they shall be given a written notice describing the failure and shall be given ten (10) days to remedy such failure. Failure to promptly remedy the failure, shall give the non-defaulting party the right to immediately terminate this contract and permit the non-defaulting party the right to seek its remedies as may be available under this contract or the law.

20. TERMINATION BY BIDDER

If the City fails to make payment for work within forty-five (45) days of receipt of an invoice from Bidder, the Bidder may, upon seven (7) additional days' written notice to the City, terminate this contract and recover from the City payment for work executed including reasonable overhead and profit on work executed, and reasonable costs incurred by reason of such termination.

21. TERMINATION BY CITY

The City may, at any time, upon ten (10) days written notice to Bidder, terminate this contract for the City's convenience and without cause. The Bidder shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit, but shall not be entitled to any compensation for work not executed.

22. JURISDICTION

This contract shall be subject to the laws of the State of Michigan.

Bidder hereby agrees to all of the terms and conditions set forth in the Instructions to Bidders, the Terms and Conditions, the Specifications, the Invitation to Bid, and addendums thereto, if any.

Duly signed and authorized by the Bidder on this ____ day of _____, 20__.

SIGNED: _____

Title: _____

Bidder: _____

Address: _____

Email: _____

Phone: _____

This contract is hereby duly awarded to the Bidder on this ____ day of _____, 20__.

CITY OF MILAN

By: _____

Ed Kolar, Mayor

By: _____

Lavonna Wenzel, City Clerk

CITY OF MILAN

BIDDER DISCLOSURE STATEMENT

NATURE PARK SIDEWALK/KAYAK LAUNCH

Disclosure of Familial Relationship

The Bidder hereby represents and warrants, except as provided below, that no familial relationship exists between the owner(s) or any employees of the Bidder and any City official or City employee.

List and describe any familial relationships: _____

Disclosure of Substantial Interest in Business

The Bidder hereby represents and warrants, except as provided below, that no City official or City employee or their immediate family has any substantial interest in the Bidder's business.

List and describe any substantial interest held by a City official, City employee, or their immediate family in Bidder's business:

I certify and swear that to the best of my knowledge, information and belief the above information is true, accurate, and complete.

Signed: _____

Title: _____

Bidder: _____

Dated: _____

CITY OF MILAN

REFERENCES

NATURE PARK/KAYAK LAUNCH

Reference #1	
Business Name:	
Contact:	
Address:	
Phone Number:	
<u>E-mail Address:</u>	

Business Name:	
Contact:	
Address:	
Phone Number:	
<u>E-mail Address:</u>	

Reference #3	
Business Name:	
Contact:	
Address:	
Phone Number:	
<u>E-mail Address:</u>	

CITY OF MILAN

PROGRESS CLAUSE

OHM:TJL

1 of 2

4/13/2023

a. Description. The Contractor is to start work on or before the date designated as the starting date ten days after award. In no case, shall any work be commenced prior to receipt of formal Notice of Award by the Department and the City.

b. Completion Dates. The following completion dates have been specified for various elements of the work. Exact dates to be determined at Preconstruction Meeting.

10 Days after award.....Tentative Start Date

October 31, 2023Substantial Completion Date

May 15, 2024Final Completion Date

Substantial Completion shall include the concrete sidewalk, the parking and driveway areas and the Kayak Launch. If restoration has not been installed, temporary erosion control measures such as staked in-place mulch blanket shall be installed. This work is included in the cost of **Turf Establishment**.

The project can be started anytime after June 1 at the discretion of the contractor, but shall only have 45 calendar days of to complete the work through substantial completion.

c. Progress Schedule. The low bidder for the work covered by this proposal will be required to attend a preconstruction meeting with City representatives and present a detailed progress schedule. The schedule for this preconstruction meeting will be set within two weeks after the low bidder is determined. The Project Engineer will arrange the time and the place for the preconstruction meeting.

Named subcontractors for Specialty and/or Designated Items, which materially affect the work schedule, shall also attend the preconstruction meeting. They will be required to sign the Progress Schedule to indicate their approval of the dates of work set forth in it.

The Progress Schedule shall include, as a minimum, the controlling work items for the completion of the project and the dates that these work items will be controlling operations. The items of work as noted above and their anticipated completion dates shall also be noted in the Progress Schedule.

A detailed sequence of operations will be required to be approved by the Engineer if the contractor chooses to work on multiple streets simultaneously.

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

Failure on the part of the Contractor to carry out the provisions of the Progress Schedule, as established, may be considered sufficient cause to prevent bidding future projects until a satisfactory rate of progress is again established.

CITY OF MILAN
SPECIAL PROVISION
FOR
STATION GRADING

OHM: TJL

1 of 2

4/10/2023

a. Description: This work shall be done in accordance with Section 205 of the 2020 Michigan Department of Transportation Standard Specifications for Construction except as herein provided.

b. Construction Methods: The work of Station Grading shall consist of constructing earth grades by excavating soil or rock and placing embankments or fills as necessary to develop the cross sections shown on the details. The work shall include the salvaging, stockpiling, and placing topsoil, placing on-site HMA milling materials, trimming the earth grade, and maintaining the work in a finished condition until acceptance.

Grading may be required to flatten or create slopes beyond edge of roadway. This excavation will be included in the payment for **Station Grading**.

All suitable excavated material from the project, including undercut excavation, can be used to construct embankments (fill), backfill muckholes, or flatten slopes as directed by the Engineer.

Estimated Earth, Ex is 550 Cubic Yards

Station Grading shall include all required excavation and embankment within the grading limits as shown on the plans and as directed by the Engineer. In addition to the items as specified in the Standard Specifications for Construction, the following items are included:

1. Removing trees and vegetation smaller than 6" in diameter.
2. Grading, topsoil and subbase material stripping and removal and on-site placement. HMA milling relocation, placement and finish grading for those road and parking areas that are to be constructed.
3. On-site material shall be used to shoulder the areas with concrete or millings installed to create a minimum of 1 on 3 slope.
4. Earth excavation, grading and embankment for the proposed sidewalk are included in the item for **Station Grading**.
5. The area where the existing milling are stockpiled shall be graded and left in a usable condition after moving the milling. This work is included in the item for **Station Grading**.

c. Measurement and Payment: The completed work as measured along the construction centerline shall include the entire grading limits on both sides of the road and will be paid for at the contract unit price for the following contract item (pay item):

Pay Item

Station Grading

Pay Unit

Lump Sum

All payment for **Station Grading** shall paid for as lump sum.

CITY OF MILAN
SPECIAL PROVISION
FOR
SUBGRADE UNDERCUT

OHM: TJL

1 of 1

4/10/2023

- a. Description.** This work shall consist of undercutting and backfilling to replace material that in the opinion of the Engineer is susceptible to frost heave or differential frost action and to remedy unstable soil conditions. This work shall be done in accordance with Section 205 of the 2020 Standard Specifications for Construction except as provided herein.
- b. Materials.** Backfill shall consist of MDOT 1"x3" limestone. The geotextile fabric shall meet the requirements of section 308 of the Michigan Department of Transportation 2020 Standard Specifications for woven geotextile fabrics.
- c. Construction.** If areas of poor soil are exposed and directed to be undercut by the Engineer, the undercut shall follow the requirements of the Michigan Department of Transportation 2020 Standard Specifications Section 205.
- d. Measurement and Payment.** The completed work as described will be measured and paid for at the contract unit price using the following contract items (pay items):

<u>Pay item</u>	<u>Pay Unit</u>
Aggregate, 1"x3"	Ton
Geotextile	Square Yard

Aggregate, 1"x3" shall be measured and compacted in place and shall be based upon the truck delivery weights of materials delivered to the jobsite. Undercut areas that are not authorized or measured by the Engineer will not be considered for payment.

The contract unit price shall be payment in full for all labor, material, and equipment necessary to remove unsuitable subgrade material, in the opinion of the Engineer, and replace with 1"x3" crushed limestone, as directed by the engineer, and rolled into the subgrade.

Geotextile shall be measured by the length times width of materials installed. The fabric shall be installed under all HMA millings including on top of any 1"x3" aggregate.

CITY OF MILAN
SPECIAL PROVISION
FOR
TURF ESTABLISHMENT

OHM:TJL

1 of 3

4/13/2023

a. Description. This work shall be done in accordance with the Michigan Department Of Transportation Standard Specifications for Construction.

b. Materials. The materials and application rates specified in Sections 816 and 917 of the Michigan Department of Transportation Standard Specifications for Construction apply unless modified by this special provision or otherwise directed by the Engineer.

Materials included in Turf Establishment:

Topsoil Surface, Salv, 3 inch

Fertilizer, Chemical Nutrient, CI A (12-12-12)

Seeding, Mixture THM

Paper mulch shall be used for hydroseeding

Water

Tackifier shall be MDOT approved from the QPL Section 917.15C

The hydro-seeding slurry shall consist of a mixture of the following materials:

Mulch: 2,000lbs./acre

Fertilizer: 400lbs./acre

Tackifier: 25lbs./acre

Seed: 220lbs./acre

Water: As required

c. Construction Methods. Prior to placing topsoil, shape and compact all areas to be seeded. Place salvaged topsoil to the minimum depth indicated above, to meet proposed finished grade. If the area being restored requires more than the minimum depth of topsoil to meet finished grade, this additional depth may be filled with approved excavated material. Furnishing and placing this additional material is included in earthwork pay items.

In areas of seeding, the Contractor shall protect site features from over spray. These features shall include, but not be limited to, fire hydrants, mailboxes (including posts), private properties, sidewalks, driveways, pavements or other surfaces which the Engineer may designate as needing to be protected from the hydro-seeding operation. Where directed by the Engineer, the Contractor will be responsible to remove all unwanted or unintended overspray. The cost for this work will be the sole responsibility of the Contractor.

Areas within existing and proposed drainage channels shall be restored using mulch blankets with appropriate anchors as recommended by the manufacturer. All other areas shall be restored using mulch. Mulch shall be bladed into the prepared earth to provide proper anchoring.

If a restored area washes out after this work has been properly completed and approved by the Engineer, make the required corrections to prevent future washouts and replace the topsoil,

fertilizer, seed and mulch. This replacement shall be paid for as additional work. If an area washes out for reasons attributable to the Contractor's activity or failure to take proper precautions, replacement shall be at the Contractor's expense.

All areas disturbed by the Contractor and/or their Subcontractors beyond the normal construction limits of this project shall be restored as directed by the Engineer. No additional payment or compensation will be allowed for this activity.

By October 31, only those areas for which work for **Turf Establishment** has already begun shall be completed. After October 31, any remaining areas shall be graded and covered by mulch blanket, temporary seeding and restored the following April 15, or as soon as weather permits.

Maintain Seeded Grass Areas

The Contractor shall establish a dense lawn of permanent grasses, free from lumps and depressions or any bare spots, none of which is larger than one foot of area up to a maximum of 3% of the total seeded lawn area. Any part of the seeded lawn that fails to show a uniform germination shall be reseeded until a dense grass cover is established.

If seeded in fall and not given full 60 days of maintenance, or if not considered acceptable at that time, continue maintenance following spring until acceptable lawn is established.

Water as required to maintain adequate surface soil moisture for proper seed germination. Continue watering as required for not less than 30 days.

Repair, rework, re-seed all areas that do not catch.

Inspection and Final Acceptance

When restoration work is completed, including maintenance, Engineer will, upon request make a final inspection to determine acceptability.

Restoration work may be inspected for acceptance in parts agreeable to Engineer provided work offered for inspection is complete, including maintenance.

Where inspected landscape work does not comply with requirements, replace rejected work and continue specified maintenance until re-inspected by Engineer and found acceptable. Remove rejected plants and materials promptly from project site.

d. Measurement and Payment. The completed work as measured for Surface Restoration will be paid for at the contract unit price for the following contract item (Pay Item).

Pay Item

Pay Unit

Turf EstablishmentSquare Yard

Payment for Restoration will be measured and paid for by the square yard, which will be considered as payment in full for labor, materials, and equipment needed to accomplish this work. All water required for vigorous growth shall be included in this pay item.

75% of the total square yardage shall be paid after installation and 25% after growth has been found to be acceptable by the Owner.

The grading of salvaged topsoil shall be included in the pay item for **Station Grading**.

CITY OF MILAN

SPECIAL PROVISION
FOR
KAYAK

OHM: TJL

1 of 1

4/10/2023

a. Materials: All lumber shall meet AWPA UC4B or UC4C. Peastone shall meet MDOT requirements for 34R, 34G or 46G and shall be non-crushed natural material.

b. Construction Methods: The work of Kayak Launch shall consist of supplying materials, installation, cleanup, disposal of surplus materials to complete the kayak launch as shown on the plans. Helical anchors will be paid for separately.

c. Measurement and Payment: The completed work for installing the **Kayak Launch** will be paid for at the contract unit price for the following contract item (pay item):

Pay Item

Kayak Launch

Pay Unit

Lump Sum

All payment for **Kayak Launch** shall paid for as lump sum.

CITY OF MILAN
SPECIAL PROVISION
FOR
HELICAL PILES

OHM:TJL

1 of 7

4/19/2023

a. Description. This work consists of designing, furnishing, installing helical piles and bracket assemblies in accordance with the project plans, industry standard design methodology, the standard specifications, and this special provision. Install each helical pile at the location and to the elevation, minimum length shown on the plans.

The following definitions apply when used herein and on the plans:

Allowable Pile Capacity. Ultimate pile capacity divided by a factor of safety as designated on the plans. If the factor of safety is not designated on the plans then the factor of safety will be 2.0.

Alignment Load (AL). A small load applied to a helical pile during testing to keep the testing equipment correctly positioned.

Brackets. Cap plate or other termination device that is bolted, slipped over, or welded to the end of a helical pile after completion of installation, to facilitate attachments to structures or embedment in cast-in-place structures.

Designer. A Professional Engineer, licensed in the State of Michigan, who is retained by the Contractor and is responsible for the design and working drawings required herein.

Elastic Movement. The recoverable movement measured during a helical pile test.

Extension Section. Helical pile section(s), which follow the lead section into the ground and extend the helical lead to the appropriate depth. Extension section(s) consist of a central shaft and may have helical bearing plates affixed to the shaft.

Helical Pile. Manufactured steel foundation element with one or more helical bearing plates that is rotated into the ground to support structures. The element consists of a lead or starter section, extension section(s), brackets, and a pile cap.

Installation Torque. The resistance generated by a helical pile when installed into soil. The installation resistance is a function of the soil type and the size and shape of the various components of the helical pile.

Lead Section. The first section of a helical pile to enter the ground, lead sections consist of a central shaft with a tapered end and one or more helical bearing plates affixed to the shaft.

Manufacturer. The individual or legal entity that performs part of the work required through a contract agreement with the Contractor. This includes an individual or legal entity that owns the patent, product trademark, product copyright, or product name for the approved helical pile system.

Minimum Pile Penetration Elevation. The elevation shown on the plans to or below which the bottom of piles must be installed.

Shop Drawings. A submittal consisting of drawings and calculations related to the design, installation, and load testing of the helical pile system by the Contractor.

Torque Strength Rating. The maximum torque energy you can apply to the helical pile foundation during installation in soil, i.e., allowable or safe torque.

Unsupported Length. Unsupported shaft lengths shall include the length of the shaft in air, water, or in fluid soils.

Verification Load Test. A helical pile load test performed to verify the helical pile ultimate capacity based on the construction methods proposed. Verification load tests are performed on non-production piles, prior to installation of production piles.

b. Materials. Unless noted otherwise, it is the responsibility of the Contractor to select the appropriate type and design strength of helical plates, shaft connections, shafts, brackets, and the overall helical pile system to support the load capacities and criteria specified on the project plans. Materials used for helical piles must meet the requirements of ICC-ES AC358. In addition, all helical piles must be manufactured to the following criteria.

1. Central Steel Shaft. The central shaft must consist of high strength structural steel tube, pipe, or solid steel bars meeting the requirements of *ASTM A 36*, *A 252 Grade 3*, *A 500 Grade C*, or *A 576 Grade 1045* or *Grade 1530*.

2. Helix Bearing Plate. Bearing plate material must conform to *ASTM A 572 Grade 50* or *A 1018 Grade 55*. Boardwalk pile lead sections shall consist of a triple plate system with a 14 inch diameter top plate, 12 inch diameter middle plate, and 10 inch diameter bottom plate. Bridge abutment pile lead sections shall consist of a double helix section with a 10 inch diameter bottom plate and 12 inch diameter top plate.

3. Bolts, Nuts, and Washers. Must meet the material and hot-dip galvanizing requirements of subsection 906.07 of the Standard Specifications for Construction.

4. Brackets. Bracket must conform to *ASTM A 36*, *ASTM A 572 Grade 50*, or *ASTM A 958 Grade SC 1045*. Brackets will be required for vertical and battered piles.

5. Couplings. Couplings, if applicable, must conform to *ASTM A 958*.

6. Corrosion Protection. At minimum, all helical piles and hardware must have corrosion protection consisting of hot-dip galvanization in conformance with *ASTM A 153* and *ASTM A 123*, as applicable.

c. Construction. Furnish, design, install and load test the helical piles in accordance with the project plans, this special provision, and the approved shop drawings.

1. Qualifications.

- A. Manufacturer. The manufacturer must be a company specializing in the manufacturing and distribution of these products. Manufacturer's qualifications are to be

submitted to the Engineer in accordance with subsection c.2.A of this special provision. The submittal must include:

(1) A product catalog and evidence showing the manufacturer has at least 10 years of experience in the design and manufacture of helical piles.

(2) Current ICC-ES product evaluation report or complete description of product testing and engineering calculations used to assess product capacity.

B. Contractor. The Contractor performing the work described in the contract must be a company specializing in the installation of helical piles. The submittal must include:

(1) Evidence the Contractor has completed training in the proper methods for installation of helical piles and brackets.

(2) Documentation that the Contractor's fulltime onsite supervisor and drillers performing the work have completed at least 10 projects and have 3 years of experience installing similar types of helical piles in similar subsurface conditions to this project. Documentation must, at minimum, include project name, description, dates, number and type of helical piles, project location, and client contact information.

(3) List of installation equipment and detailed description of proposed method of installation.

C. Designer. The design of the helical piles must be done by a licensed design professional specialized in the engineering and design of helical piles. The designer must have the following qualifications:

(1) A Professional Engineer licensed in the State of Michigan.

(2) Documentation indicating the designer has designed at least five projects utilizing helical piles. Documentation must, at minimum, include project name, description, dates, number and type of helical piles, project location, and client contact information.

2. Submittals.

A. Qualifications. Submit manufacturer, Contractor, and designer qualifications in accordance to subsections c.1.A, c.1.B, and c.1.C.

Submit to the Engineer three copies of the project reference list and a personnel list at least 30 calendar days before the planned start of helical pile construction. Provide a summary of each individual's experience in the personnel list and be complete enough for the Engineer to determine whether each individual satisfies the required qualifications. The Engineer will approve or reject the Contractor's and manufacturer's qualifications within 15 calendar days after receipt of a complete submission. Additional time required due to incomplete or unacceptable submittals will not be justification for time extension or impact or delay claims. All such costs associated with incomplete or unacceptable submittals are to be borne by the Contractor.

Work is not to be started, nor materials ordered, until the Engineer's written approval of the

Contractor's, manufacturer's and designer's experience and personnel qualifications is given. The Engineer may suspend the work if the Contractor uses non-approved personnel, manufacturer or designer. If work is suspended, the Contractor is fully liable for all resulting costs, and no adjustment in contract time will accrue due to the suspension.

B. Shop Drawings. Prepare and submit to the Engineer shop drawings for the helical piles intended for use on the project at least 30 calendar days prior to start of installation. The shop drawings must include the following:

(1) Overall plan drawing showing helical pile location, number, and product identification number(s).

(4) Planned installation depth and cut-off elevation and the number and type of lead and extension sections.

(6) Product identification numbers and designations for all the brackets and number and size of connection bolts or couplers. Details illustrating helical pile attachment to structure relative to grade beam, column pad, pile cap, etc.

(7) Corrosion protection coating on helical piles and bracket assemblies.

(5) Lateral resistance of the shaft, if applicable.

(6) Estimated pile head movement at the allowable pile capacities.

(7) Design the helical pile attachment to distribute the loads to the substructure and/or superstructure does not exceed those in the *AASHTO Standard Specifications for Highway Bridges*.

E. Installation Record. Submit to the Engineer a Daily Installation Log during helical pile installation. This log must contain the following information for each helical pile:

(1) Name of project and Contractor.

(2) Name of Contractor's supervisor during installation.

(3) Date and time of installation.

(4) Name and model of installation equipment and type of torque indicator used.

(5) Location of helical pile by grid location or assigned identification number.

(6) Type and configuration of Lead Section with length of shaft and number and size of helical bearing plates.

(7) Type and configuration of extension sections, with length and number and size of helical bearing plates, if any.

(8) Installation duration and observations.

(9) Total length installed.

- (10) Final elevation of top of shaft and cut-off length, if any.
- (11) Final plumbness or inclination of shaft.
- (12) Installation torque at minimum 3-foot depth intervals.
- (13) Final installation torque.
- (14) Comments pertaining to interruptions, obstructions, or other relevant information.
- (15) Verified allowable pile axial load capacity.

4. Installation Equipment. The equipment must be capable of applying adequate down pressure (crowd) and torque simultaneously to ensure normal advancement of the helical piles to the ultimate pile capacities and the minimum pile penetration elevation(s) as shown on the plans. The equipment must be capable of continuous position adjustment to maintain proper alignment and position.

A. Torque Motor. Helical piles are to be installed with high torque, low RPM torque motors, which allow the helical plates to advance with minimal soil disturbance. The torque motor must be hydraulically powered with clockwise and counter-clockwise rotation capability. The torque motor must be adjustable with respect to revolutions per minute during installation. Percussion drilling equipment is prohibited. The torque motor must have a minimum torque capacity 15 percent greater than the torsional strength rating of the central steel shaft to be installed for the project. The connection between the torque motor and the installation rig must have no more than two pivot hinges oriented 90 degrees from each other.

B. Drive Tool. The connection between the torque motor and helical pile must be in-line, straight, and rigid, and must consist of a hexagonal, square, or round kelly bar adapter and helical shaft socket. To ensure proper fit, the drive tool must be manufactured by the helical pile manufacturer and used in accordance with the manufacturer's installation instructions.

C. Connection Pins. Attach the central shaft of the helical pile to the drive tool by smooth tapered pins matching the number and diameter of the specified shaft connection bolts. Maintain the connection pins in good condition allowing safe operations at all times. Inspect the pins regularly for wear and deformation. Replace pins with identical pins when worn or damaged.

D. Torque Indicator. Ensure the torque indicator is capable of providing continuous installation torque measurement during installation. Ensure the torque indicator is capable of torque measurements of 500 ft-lbs or less. Calibrate torque indicators that are mounted in-line with the installation tooling either on-site or at an appropriately equipped test facility. Re-calibrate indicators that measure torque as a function of hydraulic pressure following any maintenance performed on the torque motor. Re-calibrate torque indicators if, in the opinion of the Engineer, reasonable doubt exists as to the accuracy of the torque measurements. If recalibration is directed by the Engineer in writing and the calibration is off by less than 500

ft-lbs, the recalibration will be paid for as extra work. Otherwise recalibrations will be paid for by the Contractor at no cost to the Department.

5. Installation Procedures. The helical pile installation technique is to be determined by the Contractor such that it is consistent with the geotechnical, logistical, environmental, and load carrying conditions of the project.

A. Position the lead section at the location depicted on the working drawings. Battered helical piles can be positioned perpendicular to the ground to assist in initial advancement into the soil before the required batter angle is established. The equipment must be capable of continuous position adjustment to maintain proper helical pile alignment. Apply constant axial force (crowd) while rotating helical piles into the ground. Apply sufficient crowd to ensure the helical pile advances into the ground a distance equal to at least 80 percent of the blade pitch per revolution during normal advancement.

B. Advance the helical pile sections into the soil in a smooth, continuous manner at a rate of rotation between 5 RPM's and 40 RPM's. Adjust the rate of rotation and magnitude of down pressure for different soil conditions and depths.

C. Provide extension sections to obtain the required minimum overall length and installation torque as shown on the shop drawings. Use coupling bolt(s) and nuts torqued in accordance to the manufacturer's guidelines to connect sections together.

D. Do not exceed the manufacturer's Torque Strength Rating of the helical pile during installation.

E. The Contractor must adjust the elevation of the top end of the shaft to the elevation shown on the shop drawings or as required. This adjustment may consist of cutting off the top of the shaft and drilling new holes to facilitate installation of brackets to the orientation shown on the shop drawings. Alternatively, installation may continue until the final elevation and orientation of the pre-drilled bolt holes are in alignment. Do not reverse the direction of torque and back-out the helical pile to obtain the final elevation.

F. Install brackets in accordance with helical pile manufacturer's details or as shown on the shop drawings.

G. Ensure all helical pile components, including the shaft and bracket, are isolated from making a direct electrical contact with any concrete reinforcing bars or other non-galvanized metal objects since these contacts may alter corrosion rates.

H. Obstructions. Terminate the installation and remove the pile if the helical pile encounters refusal or is deflected by a subsurface obstruction. Remove the obstruction if feasible, and reinstall the helical pile. Backfill and compact the resulting excavation before reinstalling the pile. Install the helical pile at an adjacent location, subject to review and approval by the Engineer, if the obstruction can't be removed. Removal of such obstructions will be paid using the pay item Obstruction Removal, Unexpected.

7. Production Helical Piles.

A. Advance production helical piles until all of the following criteria are satisfied:

(1) Allowable pile capacity is verified by achieving the required Installation Torque. The required Installation Torque must be determined from the site specific K factor based on the verification load test results. The required Installation Torque is defined as the average of the last three readings recorded at 1 foot intervals, unless a more stringent specification is noted on the designer's shop drawings. The maximum rotational speed must not exceed 12 RPM when torque is monitored.

(2) Minimum depth as depicted on the plans is obtained.

8. Construction Tolerances.

A. Horizontal Alignment. Ensure the helical pile actual centerlines are within 2 inches of plan centerlines at the plan elevation for the top of the shaft. Tolerances for bracket assembly placement are ± 1 inch in both directions perpendicular to the shaft and $\pm 1/4$ inch in a direction parallel with the shaft, unless otherwise specified.

B. Plumb. Tolerance for departure from the design orientation angles is ± 5 degrees.

C. Top of Pile Elevation. Ensure helical pile is cut off at the design cut-off elevation.

D. Submit a plan for remedial action to the Engineer for approval, for helical piles not constructed within the required tolerances which are considered unacceptable. The Contractor is responsible for correcting all unacceptable piles to the satisfaction of the Engineer. Materials and work necessary to complete corrections for out-of-tolerance helical piles, including engineering analysis and redesign, must be furnished without cost to the Department and without an extension of the completion dates for the project. Do not begin repair operations until receiving the Engineer's approval of the remedial action plan.

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

Contract Items (Pay Items)	Pay Unit
Steel Helical Pile	Feet

1. **Steel Helical Pile** includes all labor, operating the equipment, fabrication, designing, shop drawings, and materials to install the helical pile and associated brackets as shown on the plans and in this special provision and will be measured along the pile centerline from pile tip of lead section for each foot installed. The pile lengths shall be 5 ft or 10 ft for each pile.

**BID FORM for
Nature Park
City of Milan, Washtenaw County, State of Michigan
OHM Job Number: 0185-23-0010**

Item	Description	Estimated Quantity		Unit Price	Amount
1	Mobilization, Max 10%	1	LSUM	\$	\$
2	Sidewalk, Rem	6	Syd	\$	\$
3	Station Grading	1	LSUM	\$	\$
4	Erosion Control, Silt Fence	812	Ft	\$	\$
5	Erosion Control, Turbidity Curtain, Shallow	240	Ft	\$	\$
6	Aggregate Base	27	Ton	\$	\$
7	Aggregate, 1"x3"	204	Ton	\$	\$
8	Geotextile	3,000	Syd	\$	\$
9	Steel Helical Pile	90	Ft	\$	\$
10	Sidewalk, Conc, 4 inch	2,160	Sft	\$	\$
11	Turf Establishment	900	Syd	\$	\$
12	Kayak Launch	1	LSUM	\$	\$
Total Bid Amount (Items 1-12)					\$

CITY OF MILAN
CITY COUNCIL

ED KOLAR
• MAYOR •

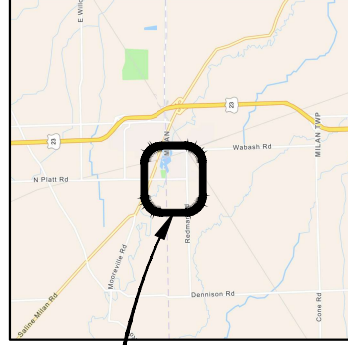
DAVID BALDWIN

DR SHANNON DARE-WAYNE

JOSH KOFFLIN

JESSE NIE

CHRISTIAN THOMPSON
• COUNCIL MEMBERS •



LOCATION MAP
N.T.S.

M.D.O.T. STANDARD PLANS	
TITLE	PLAN NO.
CURB RAMP AND DETECTABLE WARNING DETAILS	R-28-J
DRIVEWAY OPENINGS & APPROACHES AND CONCRETE SIDEWALKS	R-29-I
*SEEDING AND TREE PLANTING	*R-100-I
*MDOT SPECIAL DETAIL	

THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE PROPOSAL AND ACCOMPANYING SPECIFICATIONS FOR THIS PROJECT INCLUDING THE 2020 MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2011 MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAMS GUIDELINES FOR GEOMETRICS DATED 7-24-2017.

THE LOCATION OF ALL PUBLIC UTILITIES SHOWN ON THESE PLANS IS TAKEN FROM THE BEST AVAILABLE DATA. THE CITY OF MEAN WILL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATIONS SHOWN PURSUANT TO ACTS 173 & 174 OF THE P.A. OF 2013, AS A CONDITION OF THIS CONTRACT. NOTICE SHALL BE GIVEN TO MISS GID PRIOR TO UNDERGROUND WORK TO BE PERFORMED IN UTILITY WITH THIS CONTRACT. PHONE (800) 482-7171 (OR 811). UTILITY SERVICE CONNECTIONS ARE NOT SHOWN ON THE PLANS AND ARE NOT THE RESPONSIBILITY OF THE CITY OF MEAN.

THE ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON NAVD 1988 VERTICAL DATUM.

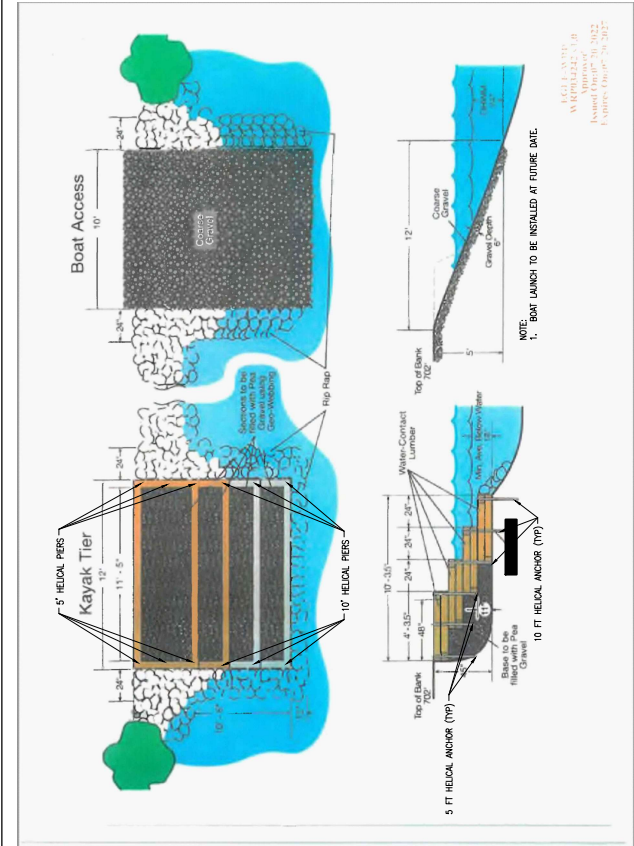


CONTRACT FOR:
THE CONSTRUCTION OF 422 FEET OF 4 INCH SIDEWALK CONNECTING EXISTING SIDEWALK ALONG PLATT RD TO THE EXISTING SIDEWALK ON SITE, 375 FT HMA MILLING ROAD TO A 200'X80' GRAVEL LOT THAT INCLUDES A KAYAK RENTAL SHED, A KAYAK TIER, AND A BOAT LAUNCH.



Registration No.
6201051096

THOMAS LENTNER		Date	
REVISIONS			
PROJECT NO.		SHEET NO.	
0185-23-0010		1 OF 4	



NOTE: DETAILS PROVIDED BY CITY OF MILAN



OHM

OHM

ARCHITECTS ENGINEERS PLANNERS

3400 Plymouth Road

Ann Arbor, MI 48106

P (734) 226-7111 F (734) 226-4207

OHMADVISORS.COM

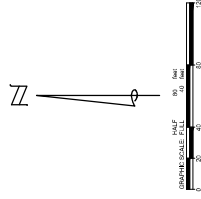
DATE	PROJECT NO.	PROJECT NAME	PROJECT LOCATION	PROJECT DESCRIPTION	PROJECT STATUS	PROJECT CONTACT	PROJECT ADDRESS	PROJECT CITY	PROJECT STATE	PROJECT ZIP	PROJECT COUNTRY	PROJECT PHONE	PROJECT FAX	PROJECT EMAIL	PROJECT WEBSITE	PROJECT URL	PROJECT SOCIAL MEDIA	PROJECT OTHER

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NATURE PARK



QUANTITIES THIS SHEET	
UNIT	DESCRIPTION
1	LSUM Mobilization, Max 10%
6	Syd Sidewalk, Rem
1	LSUM Station Grading
27	Ton Aggregate Base
264	Ton Aggregate, 1"x3"
3000	Syd Geotextile
90	Ft Steel Helical Pile
2160	Sft Sidewalk, Conc. 4 inch
900	Syd Turf Establishment
1	LSUM Kayak Launch



Know what's below.
Call before you dig.

NATURE PARK



LEGEND

- SILT FENCE
- TURBIDITY CURTAIN
- NOTE: INSTALLATION OF SILT FENCE AND TURBIDITY CURTAIN AT DISCRETION OF CONTRACTOR.

PROPOSED PROJECT SCHEDULE											
ACTIVITY - 2023											
MOBILIZATION											
INSTALL SOIL EROSION MEASURES											
DEMOLITION/PAVEMENT REMOVAL											
INSTALL ROAD AND PARKING LOT											
INSTALL KAYAK HUT AND KAYAK LAUNCH RESTORATION											
SITE CLEAN-UP											
JUNE											
JULY											
AUGUST											
SEPTEMBER											
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