

## City of Marquette, MI



### Meeting Agenda City Commission

**Monday, April 11, 2022  
6:00 PM  
Commission Chambers**

300 West Baraga Ave  
Marquette, Michigan 49855

---

#### **Call to Order, Pledge of Allegiance and Roll Call**

#### **Approval of the Agenda**

#### **Announcements**

#### **Boards and Committees**

**1. Appointment**

Suzanne Williams, Peter White Public Library Board of Trustees, for a term ending 05-01-27

**2. Reappointments**

Wayne Premeau, Planning Commission, for a term ending 02-15-25

Erik Johnson, Presque Isle Park Advisory Committee, for a term ending 04-01-25

**Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.**

#### **Presentation(s)**

**3. Marquette Housing Commission, by Executive Director Sharon Maki**

**4. Consent Agenda**

**4.a.** Approve the minutes of the March 28, 2022 regular Commission meeting

**4.b.** Approve the total bills payable in the amount of \$772,049.18

**4.c.** Lakeshore Boulevard Michigan Coastal Zone Management Program Area Restoration Project Contract

**4.d.** Proclamation - 50th Anniversary of the Marquette Choral Society

**4.e.** Sewer Cleaning and Televising Services for 2022-2024 Project Contract

**4.f.** Wright Street Sidewalk Extension and Sidewalk Repair and Replacement Project

#### **New Business**

**5. Amended and Restated Trucking Corridor Agreement**

**Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.**

**Comments from the Commission**

**Comments from the City Manager**

**Adjournment**

---

**Kyle Whitney, City Clerk**

*If you require assistance to participate in any meeting, program or activity offered by the City of Marquette, please provide advanced notice to City of Marquette ADA Coordinator Eric Stemen at 906-225-8978 or via email at [estemen@marquettemi.gov](mailto:estemen@marquettemi.gov).*

**City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 4/11/2022

**Consent Agenda**

**Approve the minutes of the March 28, 2022 regular Commission meeting**

**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

Description

- ▣ March 28 Minutes



## City of Marquette, MI

300 West Baraga Ave  
Marquette, Michigan 49855

### Meeting Minutes City Commission

**Monday, March 28, 2022**  
**6:00 PM**  
**Commission Chambers**

---

#### Call to Order, Pledge of Allegiance and Roll Call

Present: Bonsall, Davis, Hanley, Hill, Mayer, Smith, Stonehouse

#### Approval of the Agenda

Commissioner Sally Davis moved to Approve the agenda with amendments (moving the item to appoint a Police Chief up on the agenda to immediately follow the presentations, and changing Item #10 to reference Contract Amendment #4), seconded by Commissioner Jenn Hill and Carried Unanimously.

#### Announcements

Mayor Smith announced that there will be Planning Commission Public Hearings on April 12 regarding a rezoning item, as well as amendments to the Land Development Code and the Community Master Plan. She also told residents that, due to supply chain issues with Waste Management, they should expect a move soon to using garbage stickers, rather than special bags.

#### Boards and Committees

##### 1. Appointments

Ross Johnson, Arts and Culture Advisory Committee, for an unexpired term ending 06-01-23

Carolyn McDonald, Board of Review, for an unexpired term ending 02-01-24

Sue Menhennick, Election Board, for a term ending 04-11-26

James Koski, Harbor Advisory Committee, for an unexpired term ending 06-01-24

Commissioner Jessica Hanley moved to Approve the appointments as listed, seconded by Commissioner Evan Bonsall and Carried Unanimously.

##### 2. Reappointments

Barbara Wright, Board of Zoning Appeals, for a term ending 02-15-25

Nick Leach, Iron Ore Heritage Recreation Authority, for a term ending 04-30-25

Amy Maus, Presque Isle Park Advisory Committee, for a term ending 04-01-25

Commissioner Fred Stonehouse moved to Approve the reappointments as listed,

seconded by Mayor Pro Tem Cody Mayer and Carried Unanimously.

**Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.**

Matt Luttenberger discussed the ice season in Lakeview Arena, as well as future plans for the facility.

Mary Rule spoke on behalf of the Marquette Lions, voicing appreciation for the commission and city staff that have supported the grant application for the renovation of the Marquette Lions Lakeside Park.

**Presentation(s)**

3. Michigan Association of Chiefs of Police Accreditation, by Neal Rossow, Director of Professional Development and Accreditation Program

Neal Rossow and Bob Stevenson, representing the Michigan Association of Chiefs of Police, presented a certificate verifying the Marquette Police Department's re-accreditation through the group's Professional Development and Accreditation Program. They praised the Marquette police for being ahead of the curve on police reform issues and for maintaining a positive culture.

4. Northern Michigan Association of Chiefs of Police Plaque Presentation, by Chief Todd Woods, Mackinaw City Police Department and Police Chief Joel Jett, Alpena City Police Department

Mackinaw City Police Chief Todd Woods and Alpena City police Chief Joel Jett spoke and presented -- on behalf of the Northern Michigan Association of Chiefs of Police -- a plaque to retiring Marquette City Police Chief Blake Rieboldt.

5. Certificate of Appreciation – Chief of Police Blake Rieboldt

City Manager Karen Kovacs spoke a bit about Chief Rieboldt and presented him with a certificate of appreciation for the years he served in the City. Chief Rieboldt thanked everyone that he has worked with across his career and said it has been a true honor and a privilege to serve the community. He said he looks forward to seeing the next generation continue the legacy of the Marquette Police Department.

Bob Stevenson then stepped back up to the podium, speaking on behalf of the Michigan Association of the Chiefs of Police. He talked about Chief Rieboldt's involvement in the association and then presented him with a plaque honoring his service.

6. Chief of Police and Harbor Master Appointment

Following the vote, City Clerk Kyle Whitney administered the oath of office to Ryan Grim.

Commissioner Jessica Hanley moved to Confirm the City Manager's appointment of Ryan Grim as Chief of Police and Harbor Master effect April 11, 2022,

seconded by Commissioner Evan Bonsall and Carried Unanimously.

## **Public Hearing(s)**

### **7. Public Hearing to Adopt Fire and Life Safety Ordinances - Roll Call Vote**

Commissioner Fred Stonehouse moved to adopt ordinances #703, #704 and #705, seconded by Commissioner Jenn Hill. Discussion ensued, with commissioners asking for examples of what the adoption of the NFPA 1 Fire Code would mean for the City. Some topics touched on included whether it was standard for municipalities to adopt this code and what alternatives may exist.

Commissioners ultimately indicated support for delaying a decision in order to determine whether the State has, in fact, adopted a modified version of the code and whether that would be a feasible option locally.

Commissioner Stonehouse rescinded his original motion to adopt the ordinances. Then Commissioner Jenn Hill moved to table the discussion and direct staff to return with a report detailing the impacts of adopting the NFPA 1 Fire Code in full, as opposed to adopting what the State of Michigan has adopted, seconded by Commissioner Fred Stonehouse and Carried Unanimously.

Mayor Smith opened the public hearing.

Matt Treado from UPEA discussed previous local history with NFPA codes. He suggested the Commission adopt the NFPA 1 Fire code only to the extent that the State of Michigan has adopted it. Mr. Treado said the state's adoption excluded several areas of the code and indicated that this would be beneficial to local builders and developers.

Mark Curran said he supports the adoption of the NFPA 101 Life Safety Code, but that he sees issues with the possible adoption of NFPA 1 Fire Code. He said he supports Mr. Treado's suggestions about adopting the code in the same manner as the State of Michigan.

With no one remaining to speak, Mayor Smith closed the hearing.

### **8. Michigan Land and Water Conservation Grant Application - Roll Call Vote**

Commissioner Jessica Hanley moved to Approve the resolution authorizing a Michigan Land and Water Conservation grant application to install the Tourist Park day-use access road and associated parking, and authorize the Mayor and Clerk to sign the resolution, seconded by Commissioner Evan Bonsall and Carried Unanimously by Roll Call Vote.

### **9. Michigan Recreation Passport Grant Application - Roll Call Vote**

Commissioner Sally Davis moved to Approve the resolution authorizing a Michigan Recreation Passport grant application to improve Lions Lakeside Park, and authorize the Mayor and Clerk to sign the resolution, seconded by Commissioner Fred Stonehouse and Carried Unanimously by Roll Call Vote.

## **10. Consent Agenda - Roll Call Vote**

Commissioner Evan Bonsall moved to Approve the Consent Agenda as presented, seconded by Mayor Pro Tem Cody Mayer and Carried Unanimously by Roll Call Vote.

**10.a.** Approve the minutes of the March 14, 2022 regular Commission meeting

**10.b.** Approve the minutes of the March 15, 2022 Commission work session

**10.c.** Approve the total bills payable in the amount of \$461,588.99

**10.d.** MERS Service Credit Purchase - Roll Call Vote

**10.e.** Methyl Methacrylate (MMA) Paint Purchase

## **New Business**

### **11. Contract Amendment #4 for BP 17-11 Solid Waste Collection Services- Curbside Residential**

Commissioner Fred Stonehouse moved to Approve the proposed amendment #4 to the City of Marquette Solid Waste Services contract for curbside collection service with Waste Management, Inc. of Marquette, Michigan, seconded by Mayor Pro Tem Cody Mayer and Carried Unanimously.

**Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.**

Margaret Brumm said she thought it was sensible to delay a decision on the fire codes. She spoke about cigarette butt recycling, volunteering and garbage.

## **Comments from the Commission**

**Mayor Pro Tem Mayer** said he was proud and impressed by the police department, which is doing a phenomenal job. He said the City will miss Chief Rieboldt.

**Commissioner Hill** thanked the Chief. She talked about recent weather events and said she was looking forward to future City planning efforts.

**Commissioner Stonehouse** said this was a very special night, honoring the City's police department. He asked the City Manager to explain the resources the City invests in Lakeview Arena and the decision-making process around when to remove the ice.

**Commissioner Bonsall** said he would be interested in that information also, and he congratulated both outgoing Police Chief Blake Rieboldt and incoming Chief Ryan Grim.

**Commissioner Davis** spoke about indoor ice in Marquette County, the recent boat and recreation show, the League of Women Voters and cigarette butts.

**Commissioner Hanley** said she appreciated all the great discussion at tonight's meeting.

**Mayor Smith** said tonight was a good reflection of some of the great work being done at the City.

## **Comments from the City Manager**

City Manager Karen Kovacs said that the Johnson Controls project and the Hockeyville-

related projects have resulted in more than \$5 million in recent investments into Lakeview Arena. She said the City is always looking at ways to make things better for residents.

She reminded people that soon City residents will need to use Waste Management garbage tags, rather than dedicated green bags. She said the process will allow users to use the garbage bag of their choice, though filled bags must still be smaller than 35 gallons and weight less than 30 pounds.

City Manager Kovacs praised retiring Police Chief Blake Rieboldt and thanked him for his years spent in service to the residents of Marquette.

## **Adjournment**

Mayor Smith adjourned the meeting at 8:12 p.m.

---

**Jennifer A. Smith, Mayor**

---

**Kyle Whitney, City Clerk**

***If you require assistance to participate in any meeting, program or activity offered by the City of Marquette, please provide advanced notice to City of Marquette ADA Coordinator Eric Stemen at 906-225-8978 or via email at [estemen@marquettemi.gov](mailto:estemen@marquettemi.gov).***

**City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date: 4/11/2022**

**Consent Agenda**

**Lakeshore Boulevard Michigan Coastal Zone Management Program Area  
Restoration Project Contract**

**BACKGROUND:**

Plans have been developed for a construction bid package which includes coastal restoration along a section of Lakeshore Boulevard near the Pine Street intersection. This project is partially grant funded by the Michigan Coastal Zone Management Program and will improve coastal habitat by restoring it to its natural condition along with enhancing public access. The Engineer's estimate for this project was \$201,034.02. Four contractors responded to a request for bids. Bids for the project were opened on February 8, 2022. The results are summarized below:

<u>Vendor</u>	<u>Bids as Written</u>	<u>Bids as Checked</u>
Smith Construction, Inc.	\$205,807.40	\$205,807.40
Ultra Construction Services	\$218,339.43	\$218,339.43
Oberstar, Inc.	\$231,049.00	\$231,113.00
MJ VanDamme, Inc.	\$236,876.00	\$236,876.00

Tabulation and checking of the bids found one error on a contractor's bid. The error was mathematical and had no bearing on the final outcome.

**FISCAL EFFECT:**

A grant through the EGLE Michigan Coastal Zone Management Program will cover \$167,469 of the project total. The remaining funds for this project are approved under the FY 2022 budget and will be part of the FY 2022 bond package.

**RECOMMENDATION:**

Approve a contract for the Lakeshore Boulevard Michigan Coastal Zone Management Program Area Restoration Project with Smith Construction in the amount of \$205,807.40 based on the quantities and unit prices bid, allow the City Manager to use a 10 percent contingency for any unknown circumstances, and authorize the Mayor and Clerk to sign the contract.

**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

## Description

- ▣ Smith Construction Contract and Insurance
- ▣ MCMP Project Map

**CITY OF MARQUETTE  
CONSTRUCTION CONTRACT**

**PROJECT NAME: Lakeshore Boulevard MCMP Area Restoration**

**PROJECT NUMBER: 13-503**

THIS AGREEMENT, made this 11th day of April, 2022, between the City of Marquette, a Michigan Municipal Corporation, hereinafter called the "City" of 300 W. Baraga Avenue, Marquette, MI 49855, and Smith Construction, Inc of Marquette, MI, a Michigan Profit Corporation, holding license number 800021195, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and Agreements hereinafter mentioned, the parties hereby agree as follows:

**ARTICLE 1**

**CONTRACT DOCUMENTS**

The "Contract Documents" consist of, but are not necessarily limited to, this Agreement, the invitation to Bid, Information for Bidders, Bidders Proposal, Addenda, Specifications, Supplemental Specifications, Special Provisions, Construction Drawings, Notice to Proceed, Allowances, Finish Schedules and any additional documentation issued prior to execution of this Agreement and all Change Orders as approved by the City. These Contract Documents represent the entire Agreement and understanding between the parties hereto.

**ARTICLE 2**

**SCOPE OF WORK**

Contractor will furnish all the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described in the Contract Documents.

**ARTICLE 3**

**MATERIALS, APPLIANCES, and EMPLOYEES**

Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools and other items necessary to complete the work. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. All workmen shall be skilled in their trades.

**ARTICLE 4**

**TIME OF COMPLETION**

The commencement date of this project is April 11, 2022, and the completion date of this project is July 31, 2022. The Contractor shall be penalized in the amount of \$600 per day if the project is not completed by the contract completion date unless the period for completion is extended by change order.

## **ARTICLE 5**

### **CONTRACT SUM**

The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of \$205,807.40, subject to additions and deductions pursuant to authorized change orders and allowances.

## **ARTICLE 6**

### **PAYMENTS**

The City will pay to the Contractor in the manner and at such times as set forth in the Specifications such amounts as required by the Contract documents.

## **ARTICLE 7**

### **CONTRACTOR'S OBLIGATIONS**

1. All work shall be in accordance to the provisions of the Contract Documents. All systems shall be in good working order.
2. All work shall be completed in a workmanlike manner and shall comply with all applicable laws.
3. Contractor shall obtain all necessary permits for the work to be completed.
4. Contractor shall remove all construction debris and leave the project in a "broom clean" condition.
5. Upon satisfactory payment being made for the work performed by Contractor, Contractor shall furnish a full and unconditional Release of Lien for the work of which payment has been made.
6. **Safety and Fire Protection:** The Contractor shall be responsible for safety at the construction site. The Contractor will further comply with all applicable laws, rules and regulations of the Michigan Department of State Police, Fire Marshall Division, the State Fire Safety Board, Michigan Occupational Safety and Health Administration, and Local Agencies. Precaution shall be exercised at all times for the protection of persons and of property. The safety provisions of applicable laws, rules, regulations, building and construction codes shall be followed. Safety Hazards shall be guarded in accordance with safety provisions of the Manual of Accident Prevention in Construction published by The Associated General Contractors of America to the extent that such provisions are not in conflict with applicable laws.

## **ARTICLE 8**

### **CONTRACTOR'S STATUS AS INDEPENDENT ENTITY**

The City shall not assume any liability for the Contractor in the performance of the construction project, methods, techniques, sequences or programs in connection with the project since these are solely the Contractor's responsibility.

## **ARTICLE 9**

### **CHANGE ORDERS AND PAYMENT**

A change order is any change to the original plans and/or specifications. All change orders need to be agreed upon between the parties hereto, and address additional costs, time, consideration and dates when the work will begin and be completed. Change orders are not effective unless signed by both parties who shall not unreasonably withhold

approval of the same. However, should the Contractor unreasonably refuse to approve a change order reasonably and in good faith submitted by the City, the City Engineer shall be empowered to make a final and fair determination as to the necessity for the change order and the fair and equitable cost to the Contractor and shall further be empowered to issue a final payment to the Contractor. Should the Contractor refuse to accept said final payment, the funds may be deposited in an Escrow Account by the City for the benefit of the Contractor.

## **ARTICLE 10**

### **INSURANCE**

The Contractor shall purchase and maintain Workman's Compensation and Liability Insurance coverage as required by law and deemed necessary for its own protection. Said insurance shall be written by an insurance carrier having at least an "A, VII" rating. The Contractor shall further name the City as an additional insured on all applicable insurance policies covering the project. Said insurance shall be in minimum limits of at least \$5,000,000.00 for both general liability and automobile liability. The Contractor shall further maintain such insurance as will protect it from claims under worker's compensation acts and other employee benefits acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and from claims for damages to property which may arise both out of and during operations under this contract, whether such operations are by Contractor or by anyone directly or indirectly employed by the Contractor. This insurance shall be written for not less than any limits of liability specified as part of the Contract Documents. Certificates of such insurance shall be filed with the City.

## **ARTICLE 11**

### **INDEMNIFICATION**

To the extent allowed by MCL 691.991, the Contractor hereby agrees to save and indemnify and keep harmless the City against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the Contractor, its agents or employees, and against all claims or demands for damages arising from accidents to the Contractor, its agents or employees, whether occasioned by said Contractor or its employees or by City or its employees or any other person or persons, and the said Contractor will defend any and all suits that may be brought against the City on account of any such accidents and will make good to, and reimburse, the City for any expenditures that said City may make by reason of such accidents; provided, however, that the Contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

## **ARTICLE 12**

### **CITY'S RIGHT TO TERMINATE THE CONTRACT**

Should the Contractor neglect to perform the work properly or fail to perform any provision of the Contract, the City, after seven (7) days' written notice to the Contractor, and its surety, if any, may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contract and take possession of all materials, tools and appliances and finish the work by such means as it sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such

excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

### **ARTICLE 13**

#### **CONTRACTOR'S RIGHT TO TERMINATE CONTRACT**

Should the work be stopped by any public authority for a period of ninety (90) days or more, through no fault of the Contractor, or should the work be stopped through act or neglect of the City for a period of ninety (90) days, then the Contractor, upon seven (7) days' written notice to the City, may stop work or terminate the Contract and recover from the City payment for all work executed and any loss sustained and reasonable profit and damages.

### **ARTICLE 14**

#### **ACCESS TO WORK**

The Contractor shall permit and facilitate observation of the work by the City and its agents and public authorities at all times.

### **ARTICLE 15**

#### **ARBITRATION OF DISPUTES**

Any disagreement arising out of this contract or from the breach thereof shall be submitted to arbitration, and judgment upon the award rendered may be entered in the court of the forum, state or federal, having jurisdiction. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. The arbitration shall be held under the Rules of the American Arbitration Association.

### **ARTICLE 16**

#### **WARRANTY**

At the completion of this project, Contractor shall execute an instrument to City warranting the project for two (2) years against defects in workmanship or materials utilized. In addition the warranty shall specifically include the replacement of concrete that spalls more than 30% per 10 foot section of curb and gutter, the replacement of concrete that spalls more than 30% per driveway apron square or sidewalk square, and the replacement of stamped concrete that spalls more than 30% of the area between each sidewalk square and the curb. The manufacturer's warranty shall prevail.

At the time of completion, the Contractor shall furnish to the City material containing complete operation and maintenance instructions for all equipment in the project. The Contractor shall also furnish to the City at the time of completion all documents, warranties and guarantees on all equipment and services provided.

The Contractor shall re-execute any work that fails to conform to the requirements of the Contract and that appears during the progress of the work and shall remedy any defects due to faulty workmanship, which appear within a period of two (2) years from the date of completion of the Contract or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents. All equipment and

materials will be warranted and guaranteed under the original equipment manufacturer's warranties and guarantees.

The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. After such repair or replacement has been satisfactorily completed, the Contractor's warranty with respect to such work repaired or replaced will be extended for an additional period of one (1) year beyond the warranty period described above. Contractor's obligations under this paragraph are in addition to any other obligation or warranty.

The terms of the Local Pavement Warranty Program adopted by the City of Marquette are hereby incorporated by reference into this contract and made a part hereof.

## **ARTICLE 17**

### **FEDERAL-AID CONTRACTS**

During the performance of every contract subject to Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to the Act, the Contractor, for itself, its assignees and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection, retention and treatment of Subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the Contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a) Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b) Cancellations, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions**: The Contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **ARTICLE 18**

#### **INTEGRATION**

This Agreement represents the entire understanding between the parties hereto and may not be amended, except in writing that is signed by both parties hereto.

#### **ARTICLE 19**

#### **BINDING AGREEMENT**

This Agreement will bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

#### **ARTICLE 20**

#### **PURCHASING AGENT DESIGNATION AND AUTHORITY**

Mikael H. Kilpela is designated as Purchasing Agent of City and is authorized to order minor changes in the work not involving adjustment in the Contract Sum or Time of Completion and not inconsistent with the intent of the Contract Documents. Such changes will be affected by written order signed by the Purchasing Agent and shall be binding on the City and Contractor.

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

#### **THE CITY OF MARQUETTE**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Jennifer A. Smith, Mayor  
City of Marquette

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Kyle L. Whitney, City Clerk  
City of Marquette

Amanda Martinet  
Witness

By: Amanda Martinet

Its: Office Manager

Address: 4090 US 41 W  
Mgt MI 49855

Telephone#: 906 228 7285

Smith Construction Inc.  
Contractor Name

By: Wyatt Smith

Its: Vice President

Address: 4090 US 41 W Marquette MI 49855

Telephone#: 906 228 7285

APPROVED AS TO FORM:

\_\_\_\_\_  
Suzanne C. Larsen  
City Attorney

APPROVED AS TO SUBSTANCE:

\_\_\_\_\_  
Karen M. Kovacs  
City Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
12/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Green Bay WI Office 10700 Research Drive Suite 450 Milwaukee WI 53226 USA	<b>CONTACT NAME:</b> <b>PHONE</b> (A.C. No. Ext): (920) 437-7123 <b>FAX</b> (A.C. No.): (920) 431-6345 <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> Smith Construction, Inc. 4090 US 41 West Marquette MI 49855-9491 USA	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: ACUITY, A Mutual Insurance Company</td><td>14184</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACUITY, A Mutual Insurance Company	14184	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ACUITY, A Mutual Insurance Company	14184														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: 570090655023

REVISION NUMBER:

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

Limits shown are as requested

INSUR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		X07561	01/01/2022	01/01/2023	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$3,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$3,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$3,000,000	PRODUCTS - COMP/OP AGG	\$3,000,000
EACH OCCURRENCE	\$1,000,000																	
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000																	
MED EXP (Any one person)	\$10,000																	
PERSONAL & ADV INJURY	\$1,000,000																	
GENERAL AGGREGATE	\$3,000,000																	
PRODUCTS - COMP/OP AGG	\$3,000,000																	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		X07561	01/01/2022	01/01/2023	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																	
BODILY INJURY (Per person)																		
BODILY INJURY (Per accident)																		
PROPERTY DAMAGE (Per accident)																		
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION		X07561	01/01/2022	01/01/2023	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$5,000,000</td></tr></table>	EACH OCCURRENCE	\$5,000,000	AGGREGATE	\$5,000,000								
EACH OCCURRENCE	\$5,000,000																	
AGGREGATE	\$5,000,000																	
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	X07561	01/01/2022	01/01/2023	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E L EACH ACCIDENT</td><td>\$500,000</td></tr><tr><td>E L DISEASE-EA EMPLOYEE</td><td>\$500,000</td></tr><tr><td>E L DISEASE-POLICY LIMIT</td><td>\$500,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E L EACH ACCIDENT	\$500,000	E L DISEASE-EA EMPLOYEE	\$500,000	E L DISEASE-POLICY LIMIT	\$500,000				
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER																		
E L EACH ACCIDENT	\$500,000																	
E L DISEASE-EA EMPLOYEE	\$500,000																	
E L DISEASE-POLICY LIMIT	\$500,000																	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: WORK PERFORMED. ADDITIONAL INSURED ON THE GENERAL LIABILITY CITY OF MARQUETTE AS RESPECTS TO THE WORK BEING DONE PER BLANKET ADDITIONAL INSURED ENDORSEMENT, AS REQUIRED BY WRITTEN CONTRACT.

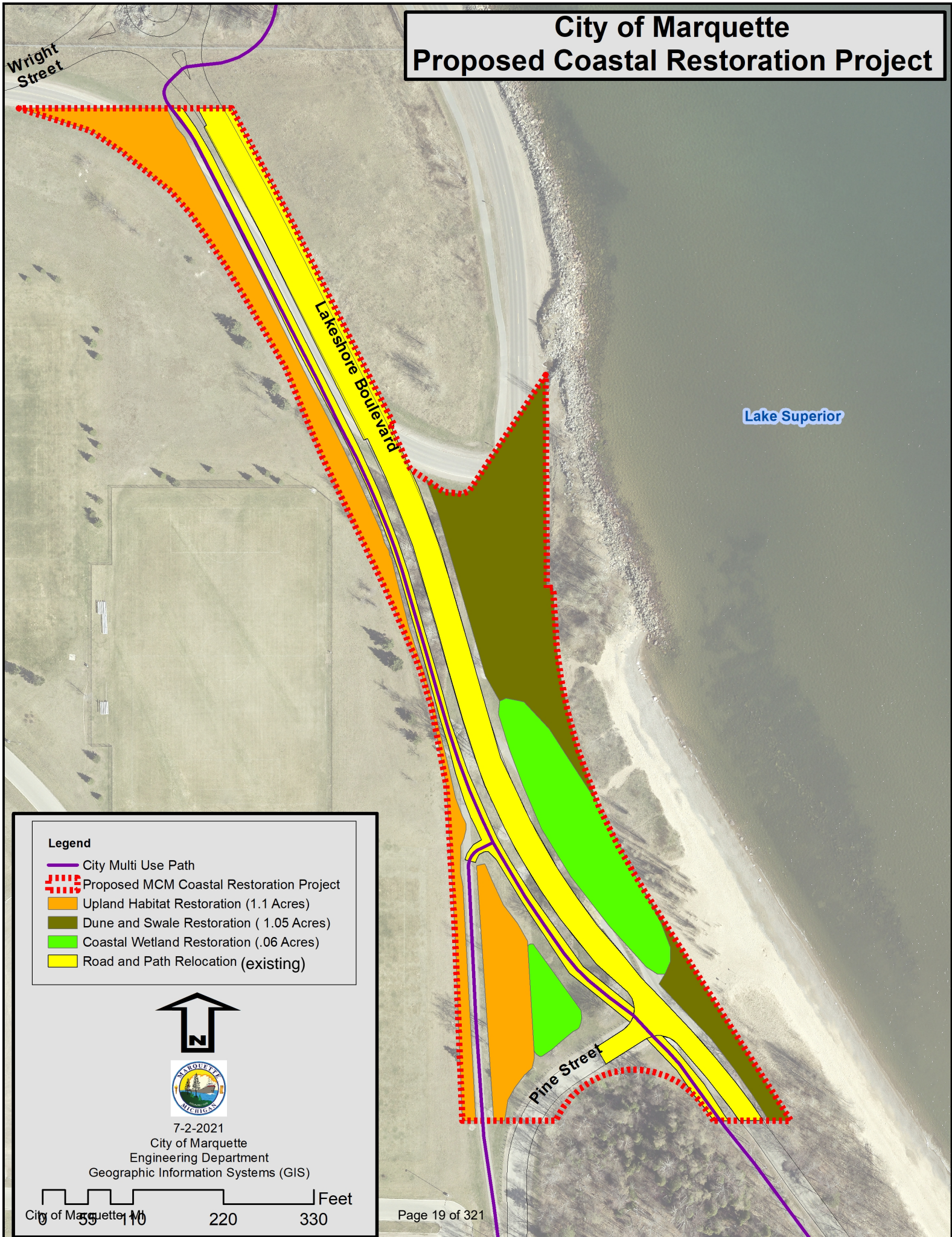
**CERTIFICATE HOLDER****CANCELLATION**

CITY OF MARQUETTE 300 W BARAGA AVENUE MARQUETTE MI 49855 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central Inc</i>
--	---

Holder Identifier :

Certificate No : 570090655023

# City of Marquette Proposed Coastal Restoration Project



**City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 4/11/2022

**Consent Agenda**

**Proclamation - 50th Anniversary of the Marquette Choral Society**

**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

Description

- ▣ Proclamation



## *Proclamation*

### *50th Anniversary of the Marquette Choral Society*

**WHEREAS**, Marquette Choral Society is a mixed-voice adult choir comprising approximately 100 singers who come from a four-county region in Michigan's Upper Peninsula; and,

**WHEREAS**, the Marquette Choral Society strives to engage, enrich, and inspire the region through the art of choral music; and,

**WHEREAS**, the longevity of the organization and the quality of their performances are a tribute to the great support for the arts in Marquette; and,

**WHEREAS**, the City of Marquette would like to recognize the Marquette Choral Society for bringing 50 years of great choral music to Marquette and Michigan's Upper Peninsula; and,

**NOW, THEREFORE, I**, Jennifer A. Smith, Mayor of the City of Marquette, do hereby recognize the 50<sup>th</sup> Anniversary of the Marquette Choral Society and officially acknowledge their contributions to the Marquette community.

Dated this 11<sup>th</sup> day of April, 2022.

---

Jennifer A. Smith  
Mayor

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 4/11/2022

### **Consent Agenda**

#### **Sewer Cleaning and Televising Services for 2022-2024 Project Contract**

##### **BACKGROUND:**

The City typically contracts cleaning and televising of a portion of its storm and sanitary sewer system annually. This is a proactive measure, and data collected is used to determine pipe and culvert conditions and if repairs, or preventative maintenance is required. In the past, a consultant has been selected for a period of three years. This is done to allow for consistency, cost advantages due to project size, and administrative efficiency. An RFP was issued for this work and one firm responded with a proposal. The proposal was reviewed to ensure that all requirements will be met and that costs are comparable to previous years.

##### **FISCAL EFFECT:**

The fiscal year 2022 budget includes a total of \$84,000 for sanitary and storm sewer cleaning and televising. Televising budgets for fiscal years 2023 and 2024 would require separate annual approval.

##### **RECOMMENDATION:**

Award a three year contract for Sewer Cleaning and Televising to Upper Peninsula Rubber Co., with an amount not-to-exceed the budgeted amount for each fiscal year, and authorize the Mayor and Clerk to sign the contract.

##### **ALTERNATIVES:**

As determined by the Commission.

##### **ATTACHMENTS:**

###### Description

- ▣ Professional Services Contract
- ▣ Certificate of Insurance
- ▣ Project Proposal
- ▣ RFP

**CITY OF MARQUETTE**  
**MULTI YEAR PROFESSIONAL SERVICES CONTRACT**

**PROJECT NAME: SEWER CLEANING AND TELEVISION SERVICES**

**RFP NUMBER: 22-01**

THIS AGREEMENT, made this April 11th, 2022, between the City of Marquette, a Michigan Municipal Corporation, hereinafter called the "City" of 300 W. Baraga Avenue, Marquette, MI 49855, and Upper Peninsula Rubber Co. a Michigan Corporation, holding license number 800391432, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and Agreements hereinafter mentioned, the parties hereby agree as follows:

**ARTICLE 1**

**CONTRACT DOCUMENTS**

The "Contract Documents" consist of, but are not necessarily limited to, this Agreement, the Contractor's proposal and the Project Request for Proposals. These Contract Documents represent the entire Agreement and understanding between the parties hereto.

**ARTICLE 2**

**SCOPE OF WORK**

Contractor will furnish all the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described in the Contract Documents.

**ARTICLE 3**

**MATERIALS, APPLIANCES, and EMPLOYEES**

Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools and other items necessary to complete the work. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. All workmen shall be skilled in their trades.

**ARTICLE 4**

**TIME OF COMPLETION**

This Contract is intended to be a multi-year contract for the Services described in the contractor's proposal (Exhibit "A") attached herinto and incorporated by reference. This term of this Contract will be from the date of approval of the City Commission through September 30, 2022, consistent with the City of Marquette's budget year. All records, data, video, GIS data, etc. will be completed and delivered to the City by October 31 of each calendar year.

Unless either party gives written notice of termination on or before September 15 of any year in which this Agreement is in effect, the Agreement will automatically renew for an additional twelve month period (October 1 through September 30) for up to two renewal terms, the final term ending September 30, 2024.

The total potential obligation of the City during each term, is shown in Exhibit "B" of the contractor's proposal attached hereto and incorporated by reference. Upon termination of the contract upon non-renewal or at the end of the final renewal period allowed herein, whichever comes first, this Agreement shall terminate completely.

## **ARTICLE 5**

### **CONTRACT SUM**

The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein. The fee schedule for all three potential years of this contract will be as described in Exhibit "B" of the contractor's proposal. The City will provide a list of locations for work based on priority at the start of each fiscal year. The total yearly fee must not exceed \$31,000 for Storm Sewer related work and \$53,000 for Sanitary Sewer related work during the 2022 fiscal year. The City will provide an updated budget, if approved, at the beginning of each subsequent fiscal year which must not be exceeded by the contractor.

## **ARTICLE 6**

### **PAYMENTS**

The City will pay to the Contractor in the manner and at such times as set forth in the Specifications such amounts as required by the Contract documents.

## **ARTICLE 7**

### **CONTRACTOR'S OBLIGATIONS**

1. All work shall be in accordance to the provisions of the Contract Documents. All systems shall be in good working order.
2. All work shall be completed in a workmanlike manner and shall comply with all applicable laws.
3. Contractor shall obtain all necessary permits for the work to be completed.
4. Contractor shall remove all construction debris and leave the project in a "broom clean" condition.
5. Upon satisfactory payment being made for the work performed by Contractor, Contractor shall furnish a full and unconditional Release of Lien for the work of which payment has been made.
6. Safety and Fire Protection:  
The Contractor shall be responsible for safety at the construction site. The Contractor will further comply with all applicable laws, rules and regulations of the Michigan Department of State Police, Fire Marshall Division, the State Fire Safety Board, Michigan Occupational Safety and Health Administration, and Local Agencies. Precaution shall be exercised at all times for the protection of persons and of property. The safety provisions of applicable laws, rules, regulations, building and construction codes shall be followed. Safety Hazards shall be guarded in accordance with safety provisions of the Manual of Accident Prevention in

Construction published by The Associated General Contractors of America to the extent that such provisions are not in conflict with applicable laws.

## **ARTICLE 8**

### **CONTRACTOR'S STATUS AS INDEPENDENT ENTITY**

The City shall not assume any liability for the Contractor in the performance of the construction project, methods, techniques, sequences or programs in connection with the project since these are solely the Contractor's responsibility.

## **ARTICLE 9**

### **CHANGE ORDERS AND PAYMENT**

A change order is any change to the original plans and/or specifications. All change orders need to be agreed upon between the parties hereto, and address additional costs, time, consideration and dates when the work will begin and be completed. Change orders are not effective unless signed by both parties who shall not unreasonably withhold approval of the same. However, should the Contractor unreasonably refuse to approve a change order reasonably and in good faith submitted by the City, the City Engineer shall be empowered to make a final and fair determination as to the necessity for the change order and the fair and equitable cost to the Contractor and shall further be empowered to issue a final payment to the Contractor. Should the Contractor refuse to accept said final payment, the funds may be deposited in an Escrow Account by the City for the benefit of the Contractor.

## **ARTICLE 10**

### **INSURANCE**

The Contractor shall purchase and maintain Workman's Compensation and Liability Insurance coverage as required by law and deemed necessary for its own protection. Said insurance shall be written by an insurance carrier having at least an "A, VII" rating. The Contractor shall further name the City as an additional insured on all applicable insurance policies covering the project. Said insurance shall be in minimum limits of at least \$5,000,000.00 for both general liability and automobile liability. The Contractor shall further maintain such insurance as will protect it from claims under worker's compensation acts and other employee benefits acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and from claims for damages to property which may arise both out of and during operations under this contract, whether such operations are by Contractor or by anyone directly or indirectly employed by the Contractor. This insurance shall be written for not less than any limits of liability specified as part of the Contract Documents. Certificates of such insurance shall be filed with the City.

## **ARTICLE 11**

### **INDEMNIFICATION**

To the extent allowed by MCL 691.991, the Contractor shall indemnify and hold harmless the City, the City's officers, directors, members, partners, agents, and employees against all liability claims and judgments or demands for damages arising from accidents to

persons or property occasioned by the Contractor, its agents or employees, and against all claims or demands for damages arising from accidents to the Contractor, its agents or employees, whether occasioned by said Contractor or its employees or by City or its employees or any other person or persons, and the said Contractor will defend any and all suits that may be brought against the City on account of any such accidents and will make good to, and reimburse, the City for any expenditures that said City may make by reason of such accidents; provided, however, that the Contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

## **ARTICLE 12**

### **CITY'S RIGHT TO TERMINATE THE CONTRACT**

Should the Contractor neglect to perform the work properly or fail to perform any provision of the Contract, the City, after seven (7) days' written notice to the Contractor, and its surety, if any, may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contract and take possession of all materials, tools and appliances and finish the work by such means as it sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

## **ARTICLE 13**

### **CONTRACTOR'S RIGHT TO TERMINATE CONTRACT**

Should the work be stopped by any public authority for a period of ninety (90) days or more, through no fault of the Contractor, or should the work be stopped through act or neglect of the City for a period of ninety (90) days, then the Contractor, upon seven (7) days' written notice to the City, may stop work or terminate the Contract and recover from the City payment for all work executed and any loss sustained and reasonable profit and damages.

## **ARTICLE 14**

### **ACCESS TO WORK**

The Contractor shall permit and facilitate observation of the work by the City and its agents and public authorities at all times.

## **ARTICLE 15**

### **ARBITRATION OF DISPUTES**

Any disagreement arising out of this contract or from the breach thereof shall be submitted to arbitration, and judgment upon the award rendered may be entered in the court of the forum, state or federal, having jurisdiction. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. The arbitration shall be held under the Rules of the American Arbitration Association.

## **ARTICLE 16**

### **WARRANTY**

At the completion of this project, Contractor shall execute an instrument to City warranting the project for two (2) years against defects in workmanship or materials utilized. In addition the warranty shall specifically include the replacement of concrete that spalls more than 30% per 10 foot section of curb and gutter, the replacement of concrete that spalls more than 30% per driveway apron square or sidewalk square, and the replacement of stamped concrete that spalls more than 30% of the area between each sidewalk square and the curb. The manufacturer's warranty shall prevail.

At the time of completion, the Contractor shall furnish to the City material containing complete operation and maintenance instructions for all equipment in the project. The Contractor shall also furnish to the City at the time of completion all documents, warranties and guarantees on all equipment and services provided.

The Contractor shall re-execute any work that fails to conform to the requirements of the Contract and that appears during the progress of the work and shall remedy any defects due to faulty workmanship, which appear within a period of two (2) years from the date of completion of the Contract or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents. All equipment and materials will be warranted and guaranteed under the original equipment manufacturer's warranties and guarantees.

The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. After such repair or replacement has been satisfactorily completed, the Contractor's warranty with respect to such work repaired or replaced will be extended for an additional period of one (1) year beyond the warranty period described above. Contractor's obligations under this paragraph are in addition to any other obligation or warranty.

The terms of the Local Pavement Warranty Program adopted by the City of Marquette are hereby incorporated by reference into this contract and made a part hereof.

## **ARTICLE 17**

### **FEDERAL-AID CONTRACTS**

During the performance of every contract subject to Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to the Act, the Contractor, for itself, its assignees and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection, retention and treatment of Subcontractors, including procurements of materials in the discrimination prohibited by Section

21.5 of the Regulation, including employment practices when the Contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
4. **Information and Reports:**  
The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:**  
In the event the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a) Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b) Cancellations, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:**  
The Contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **ARTICLE 18**

### **INTEGRATION**

This Agreement represents the entire understanding between the parties hereto and may not be amended, except in writing that is signed by both parties hereto.

## **ARTICLE 19**

### **BINDING AGREEMENT**

This Agreement will bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

**ARTICLE 20**

**PURCHASING AGENT DESIGNATION AND AUTHORITY**

Mikael H. Kilpela is designated as Purchasing Agent of City and is authorized to order minor changes in the work not involving adjustment in the Contract Sum or Time of Completion and not inconsistent with the intent of the Contract Documents. Such changes will be affected by written order signed by the Purchasing Agent and shall be binding on the City and Contractor.

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**THE CITY OF MARQUETTE**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Jennifer A. Smith, Mayor  
City of Marquette

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Kyle L. Whitney, City Clerk  
City of Marquette

Upper Peninsula Rubber Co.

  
\_\_\_\_\_  
Witness

  
By: GABRIEL KLOET

Its: PRESIDENT

Address: PO Box 541 ESCANABA, MI 4982

Telephone#: 906 786 0460

APPROVED AS TO FORM:

\_\_\_\_\_  
Suzanne C. Larsen  
City Attorney

APPROVED AS TO SUBSTANCE:

\_\_\_\_\_  
Karen M. Kovacs  
City Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Northern Insurance Agency 601 Ludington St.  Escanaba MI 49829	<b>CONTACT NAME:</b> Rhonda Rousseau <b>PHONE (A/C, No, Ext):</b> (906) 786-2122 <b>FAX (A/C, No):</b> (906) 789-0660 <b>E-MAIL ADDRESS:</b> rhonda@ni-agency.com
<b>INSURED</b> U P Rubber Co DBA Tunnel Vision Po Box 541  Escanaba MI 49829-0541	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Cincinnati Insurance Company <b>INSURER B:</b> The Cincinnati Indemnity Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 10677 23280

**COVERAGES****CERTIFICATE NUMBER:** 22-23 Cert**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPP 0523810	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Contractors Broaden Liab \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP 0523810	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Waiver of Subrogation \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			EPP 0523810	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	EWC 0304621	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Blanket additional insured is included on the general liability when required in written contract or agreement.

**CERTIFICATE HOLDER****CANCELLATION**City of Marquette  
300 West Barage Ave.

Marquette

MI 49855

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# Exhibit A



## **Response to: The City of Marquette – RFP 22-01 – Sewer Cleaning and Televising Services**

Please note – all section letters below correspond with proposal requirements.

A. Cover Letter – **See attachment 1**

B. Statement of Qualifications, Related Experience, and References

- i. Tunnel Vision brings the latest pipe inspection hardware, software, and workflows to give owners their most accurate, accessible, and actionable data deliverables available. Tunnel Vision was one of the first pipe inspection companies in the state and has inspected millions of feet of pipe since 1998. In the last eight years, Tunnel Vision has established itself as one of the top full-service pipe data collection companies through multiple years of experience and well over a million feet performed with some or all the following:
  - i. Among the first in the Midwest to provide 3D-scanned pipe inspection deliverables.
  - ii. One of the first in the country to adopt True HD video pipe inspection (1080-lines of resolution).
  - iii. The first in the country to develop full, live project tracking of pipe inspection workflow via our Live Project Tracker (LPT).
  - iv. One of the first in the Midwest to deliver fully integrated GIS data and/or customized data deliverables to “custom fit” various owner’s asset management software/workflows.
  - v. One of the first in the country to combine full-scale GIS services into a pipe inspection workflow – including cloud-hosting of media with live linking and found asset location with GIS locations.
  - vi. Some if not all the above have been performed in the following locations by our existing staff – which is not an exhaustive list:
    - 1. Marquette County – 125,000’
    - 2. Ishpeming – 100,000’
    - 3. City of Marquette – 500,000’+
    - 4. Ontonagon – 75,000’
    - 5. City of Gladstone – 90,000’

6. City of Bessemer – 60,000’
  7. Village of Baraga – 75,000’
  8. North Houghton County – 150,000’
- ii. Our staff includes over 50 years’ of combined professional experience in GIS data services, mechanical engineering, project management, underground construction, and pipe inspection.

C. Personnel

- i. See attached resumes (**attachments 2-3**) for:

Scott Lacombe (main point of contact for in-field activities / superintendent)  
 In-Field Operations Manager  
 Phone: 906 458 6950  
 Email: Slacombe@uprubber.com  
 NASSCO Certified since 2013  
 Resume and Bio – See attached

Gabe Kloet  
 President  
 Phone: 734 945 0147  
 NASSCO Certified since August 2015 Resume and Bio – See attached

D. Equipment

- i. 2020 Kenworth T880 Vactor
  - i. Pump: 100 GPM
  - ii. Vacuum: 53 cfm
- ii. 2001 International VacAll
  - i. Pump: 80 GPM
  - ii. Vacuum: 30 cfm
- iii. Nozzles
  - i. All purpose, generally light-cleaning high-production nozzles, 6-60 inch pipe
    1. EPA Sales Invader nozzle (**attachment 5a**)
    2. Nozzteq Jaws sewer nozzle (**attachment 5b**)
  - ii. Specialty-application and reduced-blowback nozzles
    1. Nozzteq BL Swiper – made to reduce potential damage to CIPP-lined pipe and may also reduce vacuum-effect within pipe systems to reduce blowback into unvented homes (**attachment 5c**)
    2. ENZ Bulldog antiblast nozzle – specialty rotating nozzle to remove light roots and also may reduce blowback effect as described above. (**attachment 5d**)
- iii. Large Diameter Pipe, up to 60 inch
  1. C-Ray by NozzTeq (**attachment 5e**)
- iv. Root Cutter

1. NozzTeq Lumberjack 200 Series, 6-12 inch (**attachment 5f**)
2. NozzTeq, Lumberjack 300 Series, 10-36 inch (**attachment 5f**)

iv. Jet Vac Methods

- i. *Light Cleaning* occurs as the first stage off all pipes unless otherwise specified by the customer for trouble areas. Light Cleaning consists of two complete passes through the pipe at 1500 psi or less which is enough to clean the majority of pipe with normal sediment and deposits. All jetting is accompanied by a high capacity vacuum in order to pull debris out of the system rather than sending it downstream. Cleaning can occur in pipe sizes 4 inches and greater.
- ii. *Heavy Cleaning* occurs when the initial light cleaning is done but the Jet Vac Operator is still pulling back substantial debris and sediment. Heavy Cleaning is tracked assigned to pipe in which cleaning occurred.
- iii. *Root Cutting* occurs after medium to heavy roots are discovered by the televising operator. When possible, all root cutting is accompanied by a camera to view process and ensure that roots are completely removed while not causing damage inside of the pipe. Root cutting can occur in pipe size 6 inches to 36 inches with current equipment setup per above.

v. Camera Vehicles

i. IBAK High Definition Camera System (**attachment 6a**)

1. Camera – IBAK Orpheus HD
2. Resolution: Full HD 1920 x 1080 resolution (2.08 Million pixels)
3. Zoom: 10x optical zoom/ 16x digital zoom
4. Pan and Tilt
5. Lighting: LED, variable settings to accommodate all pipe types and light conditions
6. Tractor – IBAK T76 HD
7. Pipe Sizes: 8+ inches (some 6" may be accessible with this setup)
8. Pipe Type: All
9. Collection Speed: 30 feet/min per NASSCO Standards
10. Centering: Wheel sets and automatic lift system
11. Distance Measurement: Mechanical Counter (Winch Counter). Standard process checks distance with preestablished winch cable markings that are matched up at pipe entrance to ensure accurate distances are being recorded. IBAK winch system maintains slack free cable to maintain accurate distances throughout inspection.

ii. IBAK Panorama Camera System (**attachment 6b**)

1. Camera – IBAK Panorama
2. Resolution: 360 degree Standard Definition Scanner
3. Processed illustration to 3D film containing seamless recording of entire pipe inspection using 360 degree scans every 5 cm with front and rear 185 degree fisheye cameras
4. Pan and Tilt in 360 environment during and after inspection occurs

5. Full 360 degree unfolded view which “unwraps” and lays out entire inspection in image form
  6. Lighting: LED Strobe Flashers on front and rear
  7. Tractor – IBAK T86
  8. Pipe Sizes: 8+ inches
  9. Pipe Type: All
  10. Collection Speed: 70 feet/min, not restrained by NASSCO standards and PACP coding occurs after physical inspection is complete
  11. Centering: Wheel sets and automatic lift system plus in software centering system for greatest accuracy of pano scans
  12. Distance Measurement: Digital Counter which measures with every scan and accurate to 5cm
- iii. IBAK Standard Definition Camera System (**attachment 6c**)
1. Camera – IBAK Orion
  2. Resolution: Standard Definition 540 lines of resolution
  3. Zoom: 3x digital
  4. Pan and Tilt
  5. Lighting: LED, variable settings to accommodate all pipe types and light conditions
  6. Tractor – IBAK T66
  7. Pipe Sizes: 4+ inches (tracked inspection with pan and tilt possible in 4” mains when pipe is in good, straight condition)
  8. Pipe Type: All
  9. Collection Speed: 30 feet/min per NASSCO Standards
  10. Centering: Wheel sets and manual lift system
  11. Distance Measurement: Mechanical Counter(Winch Counter). Standard process checks distance with preestablished winch cable markings that are matched up at pipe entrance to ensure accurate distances are being recorded. IBAK winch system maintains slack free cable to maintain accurate distances throughout inspection.

#### E. Software

- i. Inspection Software – Collection and Coding
  - i. Pipelogix 6.5.4, Pipelogix Inc.
  - ii. PACP Version 7
- ii. Inspection Software – 3D Pano Collection
  - i. Panoramio Scanner, Ibak
- iii. GIS Software
  - i. Standard Level Arc Desktop, ESRI
    1. Used to perform GIS work and backend integration processing
- iv. GIS Applications
  - i. ArcGIS Online, ESRI
    1. User interface for integrated GIS layers

- 2. Accessible via ArcGIS Online User Account, login and password will be provided OR hosted map can be shared with existing account
    - 3. Media files stored on AWS are featured linked and available in this map upon deliverable completion if desired
  - ii. Collector for ArcGIS Application, ESRI
    - 1. Used by field crews for Project Tracking and Workflow Management
- v. Web Hosting/Data Storage
  - i. AWS, Amazon
    - 1. Hosts all media from inspections
  - ii. External hard drives
    - 1. Hard data copy at end of deliverable completion
      - a. Includes PACP database, media, PDF reports, and GIS Geodatabase with integrated data
- vi. GIS exporting workflow occurs as either a standard export or as a customized export to suit asset-management or other software. Client can provide parameters and requirements and custom deliverable can be created. See attached flash drive for samples. Please note these are all customized for individual clients and likely de-linked.

#### F. Project Tracking

- i. The initial GIS file from the City of Marquette will be accessible from each crew-members' mobile device. Each pipe will have a status assigned that is updated in real time as the project progresses – allowing the City of Marquette a live view of the project as it progresses through a free and easily-accessible online portal. Different pipe statuses as the project progresses include:
  - i. Pending for Cleaning
  - ii. Pipe Cleaned and Ready for Inspection
  - iii. Pipe Needs Additional Cleaning
  - iv. Pipe Cleaned and Inspected (Complete)
  - v. No Pipe Access for Jetter
  - vi. No Pipe Access for Camera
  - vii. Critical Issue (Pipe collapsed, cross-bore, fully surcharged)
- ii. Additional statuses or other information may be added to this Tracker upon request. For example, we previously added “do not jet” areas or “low pressure only” to ensure our field crews are aware of pipe conditions/risks before they begin cleaning.
- iii. **All heavy cleaning/root cutting quantities are tracked and applied to individual pipe runs** – enabling a new level of quantity accountability and allowing project owner/rep to make decisions on hourly cleaning as the project progresses. This level of communication and project tracking will allow full transparency of ongoing costs, coordination of crews and work efforts, and a continuing live snapshot of the ongoing project.
- iv. At the end of a project, incomplete pipe runs will be visually distinguished on the map allowing a project-wide assessment immediately evident even before equipment demobilization. All pipe runs are also available through an excel download, and both

the map and pipe list will include a specific note/reason for runs that were unable to be completed.

- v. Since tracking is occurring in real time we are able to establish any frequency of project updates but typically use weekly or biweekly as progress meetings are established.

Please see **Attachment 7a** for a snapshot of our Project Tracking Visual

Please see **Attachment 7b** for an example of our Project Tracking Tabular Report

## G. Found Asset Location

### i. Procedure

- i. Initial GIS layers provided will act as a basis for discrepancies found regarding both new and existing pipes and manholes throughout the cleaning and televising process.
- ii. The tracker includes a "Map Update" field in which operators leave a description of discrepancies that are found. For example, if a new manhole is discovered during the televising process that appears to have been paved over, operator will mark that on the associated pipe segment and leave necessary tv distances, field notes, etc in order to take necessary action to add the new manhole to the GIS.
- iii. Upon the location of such discrepancies in the field these items are reviewed by GIS staff in order to determine best collection and integration method
- iv. All discrepancies are mapped using a series of technology and field knowledge and maintained in a maintenance GIS file to be added into "master" layer as determined by the customer.

### v. Found asset details

#### 1. Manholes

- a. All new manholes are named with predetermined manhole naming convention as set by the customer to avoid mismatching data sets and to ensure a unique and meaningful name for each manhole. Unless otherwise specified by customer a new/found manhole will be named by using the nearest upstream manhole name and adding a letter, starting with "A" progressing through the alphabet in order. Letters may be skipped when similar name already exists but cannot be duplicated for a specific manhole name in order to keep the name as a unique identifier for each feature.
- b. When accessible, the found manhole will be collected with sub meter GPS and brought into the GIS using the X,Y coordinates
- c. When not accessible(under pavement for example), the found manhole will be hand drawn using GIS software using reference points(existing manholes) and distances found during televising process.

#### 2. Pipes

- a. New pipes will be hand drawn into the GIS using reference points such as newly collected manholes and existing manholes whenever possible.
- b. If turns in pipes occur, a combination of televised distances and reference points will be used to best illustrate the actual pipe path.
- c. Pipes will follow naming convention matching existing pipe layer. If not otherwise provided, the default naming convention for a pipe will be the name of the upstream manhole and the name of the downstream manhole separated by a "-". For example, "UMH-DMH".

#### H. GIS Integration

- i. All PACP Condition Codes are fully integrated into the GIS resulting in a multi layer GIS based deliverable where all of the data is connected and accessible via an online webmap. This integration results in an individual GIS point for every condition code made during the inspection that is geographically placed at its exact location on the map using spatial reference from the Pipe and Manhole layers paired with distances found in the inspections.
- ii. The new PACP Condition Code layer is paired up with the Manholes and Pipes in an online map where all media is feature linked and web hosted for easy access.
  - i. Pipe layer contains feature links for PDF reports and Videos
  - ii. PACP Condition Codes layer contains links to each snapshot
- iii. Upload integrated maps to Marquette Viewer and include link with log in credentials or reference webmap and include flash drive
- iv. See **attachment 2** for Ken Syers resume

#### I. QA/QC

- i. Workflow
  - i. Our Real Time Project Tracker was designed specifically for integrating quality checks, transparency and process-oriented completion into each project. The project tracker allows each team member to maintain communication with one another to keep workflow moving in a linear fashion. This process allows field teams to ensure completion of the project in its fullest while avoiding performing the same work multiple times or missing pipes all together. The tracker is also a centralized database where all crew members log their field notes to better illustrate what is found in the field so that things like heavy cleaning and root cutting can be addressed properly and with the correct equipment when that stage of the process begins. Exports are pulled from the tracking software on a weekly/biweekly basis where Excel spreadsheets are reviewed to ensure field teams are performing necessary workflows.
- ii. Data
  - i. GIS

1. Manhole naming conventions are previously determined to ensure proper naming as new ones are created. Proper manhole names are necessary for matching fields and database integration at later steps.
2. Prior to project start, all GIS files are checked to ensure that each pipe segment and manhole have unique identifiers/names so that later integrations are seamless and complete.
3. Manhole and Pipe changes are logged by field crews in the tracker and then verified by GIS staff prior to final changes and integration.
4. Once GIS integration is processed it is compared against data pulled from project tracker and the PACP database to ensure complete integration.

ii. Inspections

1. 10% of all inspections are quality checked by a certified NASSCO operator other than the one who originally collected it prior to delivery. Checks performed in the step are for proper coding, accurate distances, appropriate media, and good camera/videos quality. All check adhere to NASSCO standards.
2. OR A sample data set can be delivered at one or many intervals to the customer for review by in house NASSCO certified staff.

J. Public Outreach

- i. Notifications will be done with a door hanger. Door hangers are left on the front door of each residence one to three days in advance to any pipe cleaning that will occur adjacent to the residence.
- ii. It is important to note that Tunnel Vision will make efforts to minimize vacuum-effect blowback into private residences – including running low pressure (when able) and utilizing specialized nozzles as listed above. This combined with doorhangers and improved coordination/communication with the City – which is greatly improved with the Live Project Tracker – will assist in having engaged homeowners notified of the precautions to take to prevent issues with their poorly-vented or unvented plumbing systems. In many instances Tunnel Vision has provided light assistance/cleaning to homeowners when the scope is limited in order to ease relations between the City and the public. However, in most cases homeowners have unvented and/or plumbing fixtures added that are in complete violation of plumbing codes. When this occurs, there is nothing that can be done to prevent the vacuum effect blowback. All that can be done is notification of the homeowners to ensure their drains/toilets are covered prior to cleaning activities.

See below copy of language which is put onto doorhanger:

*Over the next 1-3 business days, the sewer main in the right of way will be undergoing necessary cleaning to ensure a properly maintained and functional sewer system for the City. Homes adjacent to this sewer main without adequate plumbing venting may find water/debris that is currently present in their home drainage system being expelled up*

*from their drains and/or toilets. This is due to a vacuum effect within the private plumbing systems of homes without adequate venting to equalize pressure. These incidents occur primarily in basement toilets or basement floor drains connected directly to the sanitary system.*

*If you suspect your home does not have adequate plumbing venting (which is especially common in older homes and/or homes with additional bathrooms/drains installed), we advise that a towel or cardboard sheet be placed over basement drains and open toilet lids for the next 1-3 business days as a precautionary measure.*

- K. Contractor Charge Rate Schedule
  - i. See attached Exhibit B

# Attachment 1

## **APPENDIX II**

## **PROPOSAL COVER SHEET**

**PROPOSAL COVER SHEET**  
**SEWER CLEANING AND**  
**TELEVISION SERVICES**

PROPOSAL SUBMITTED BY:

Contractor

Upper Peninsula Rubber Company, Inc. dba Tunnel Vision Pipeline Services

Address

PO Box 541

City Escanaba State MI Zip Code 49829

( 906 ) 786 0460

Phone

info@tvpipeservices.com

E-mail

Authorized Signature(s):

  
Name

President

Title

JOHN KLOET

Name

Secretary

Title

Proposal Contact Person:

Gabriel Kloet

Name

President

Title

PO Box 541 Escanaba, MI 49829

Address

906 786 0460

Phone

**Scott Lacombe**

E6904 W State Highway M28  
Munising MI 49862

**Objectives**

**Experience, Supervisor/Project Manager**

Lacombe Bros. Contractors

Dates 1984-1992

Alger County Road Commission

Dates 1992-1997

Gerou Excavating Inc.

Dates 1997-2002

Superior Contractors (Oberstar Inc)

Dates 2002-2010

Gerou Excavating Inc.

Dates 2010-2013

Upper Peninsula Rubber Company (Tunnel Vision)

Dates 2013-Present

**Education**

MTU, BS Mechanical Engineering

# Gabriel John Kloet

## President

+1734945 0147 | gjkloet@gmail.com | 118 E Park St, Marquette, MI 49855

## Summary

Proven leader in a range of settings from the U.P. of Michigan to NYC in areas including manufacturing, underground construction, product development, and international commercial real estate.

## Experience

**President,** Upper Peninsula Rubber Company, Escanaba, MI 2013 - Present

- Further diversified revenue from heavy manufacturing to underground asset data collection and implementation of no-dig underground construction technology.
- Secured large-scale contracts through the development of federal, state, municipal, and energy-sector clients.
- Led full turnaround of company within 12 months by overhauling operations, strategy, and strategic purchases of new technology.

**President,** Upper Peninsula Concrete Pipe Company, Escanaba, MI 2014 - Present

- Responsible for risk management, legal, and business transactions across all layers of the company.
- Lead of due diligence for large scaled acquisitions and pricing requests.
- Head of cost-accounting and financial reporting.

**Associate,** Jones Lang LaSalle, Chicago, IL and New York, NY 2012 - 2014

- Ran international real estate transaction portfolio for large global banking client.
- Closed over 100 international real estate deals with lease values totaling >\$500M.

**Senior Analyst,** Jones Lang LaSalle, New York, NY and Chicago, IL 2009 - 2012

- Worked with NYC pitch team to secure and develop over \$50M in new revenue.
- Managed real estate negotiations for multiple Fortune 500 clients.

**Analyst,** Jones Lang LaSalle, Chicago, IL 2008 - 2009

- Negotiated over \$20M in real estate disposition savings for Bank of America.

**Admin,** Illinois Facilities Fund (non-profit), Chicago, IL 2007 - 2008

- Developed financial analyses, contracts, RFPs, and strategic plans for nonprofits.

## Education

**Dual Bachelors in Economics and Political Science,** University of Michigan, Ann Arbor, 2003 - 2007

MA 3.5 GPA, Earned University Honors 2003, 2004, 2005, 2006

Co-Founder, President, Starting Pitcher, and Head Coach of Michigan Club Baseball Team

Student Leadership Award (Honorable Mention)



JETTINCI &amp; v1, cuu 1 PAF rs



ABOUT EPA

[ORDER HISTORY](#)[CUSTOMER SERVICE](#)[CONTACT US](#)

## PRODUCTS

[Jetter Hose](#)[Jetter Nozzles](#)[Vacuum Truck Hose Fittings](#)[Vacuum Truck Parts](#)[Vacuum Truck Hose](#)[Vacuum Truck Tubes](#)[Vacuum Truck Pumps](#)[Vacuum Truck Valves](#)[Vacuum Truck Filters](#)[Hydroexcavation](#)[Manhole Tools](#)[Sewer Pipe Plugs](#)[Smoke Testing](#)[Confined Space](#)[Custom Fabrication](#)[Cameras](#)[Chemicals](#)[Equipment](#)

EMAIL PROMOTIONS  
for Sign up for periodic  
newsletters. Other  
promotions click the link  
below

[Sign up here](#)**Invader \$519.99**

Large tight traction penetrating nozzle. 3 Rear jets provide thrust power for long pulls or bust blockages. Great for pulling debris sand and gravel debris from bottom of pipe. Best suited for removing sand, gravel, dirt, soap clogs and grease from lines 8" to 30"

1 Front jet, 3 stainless rear jets (strong pulling nozzle)

Cleans Culverts, Grease, Roots, Soap

4" • 14"–16#

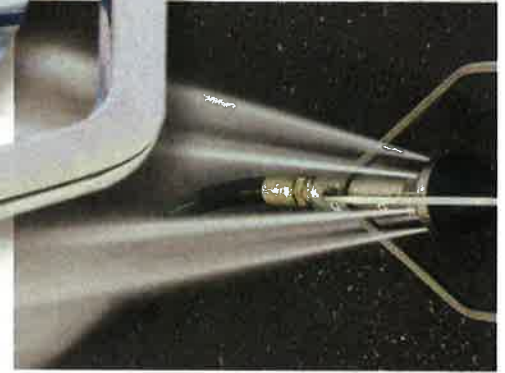
**SELECT QUANTITY**

Stock #	Description	Price	Qty
N-161602	1" Invader, 60 GPM 2000 PSI	519.99	
N-161603	1" Invader, 60 GPM 3000 PSI	519.99	
N-161802	1" Invader, 80 GPM 2000 PSI	519.99	
N-1618025	1" Invader, 80 GPM 2500 PSI	519.99	
N-161XXX	1" Invader***custom GPM / PSI***	519.99	

[Add to Shopping Cart](#)**RELATED ITEMS****Hydrant Wrench****Manhole Hook****Tiger Tail**

Mail address: P.O. Box 511, Harrison, MI 37343 Phone: (734) 717-1111 Fax: (734) 717-1111  
phone: 866-866-1117 fax: 1-866-206-2628 sales: @epcsales.com

Privacy by [SafeSubscribe](#)

**JAWS<sup>®</sup> SERIES****NozzTeq<sup>®</sup>**Taking Science to the Sewer<sup>®</sup>**866-620-5915****10 YEAR WARRANTY**

# **JAWS<sup>®</sup> SEWER NOZZLE**

## **HIGH EFFICIENCY - MAX POWER**

- The original sewer cleaning nozzle that set the standard for the industry with its patented water flow design.
- Jaws nozzle can be custom fitted to your truck. Ask us how!
- The Jaws sewer cleaning nozzle transports water to individual tubes for longer & farther jet stream.
- Less wear on pump, lower fuel consumption, lower truck PSI and 1 pass cleaning capabilities.
- Low angle jet streams, attack debris at its weakest point with superior performance.
- Jaws is Tier III nozzle according to NASSCO standards and operates at up to 97% efficiency.

**WHY Nozzteq? Because our Equipment is Engineered for Long Lasting Performance!**

**866-620-5915**

Nozzteq Inc. ADDRESS: 1949 Calumet Street - Clearwater, FL 33763  
 City of Marquette, MI Page 45 of 321

Phone: 1-866-620-5915 Fax: 1-603-413-674

EMAIL: info@nozzteq.com HOME PAGE: www.nozzteq.com



**NozzTeg®**  
Taking Science to the Sewer®



**PART NO. JN01**

**Jaws® Nozzle**



**Rear View**



**Custom Wrench**



#### Jaws® Specifications

Jaws® incl. 6 jets complete with one sled (with your option of 6-8" / 8-10" / 10-12" and 15-24"). Hose connection adjusted to your needs. Comes with 10 year limited warranty on the nozzle itself.

Hose Size	¾" up to 1 ½"
Pipe Flow	30 - 265 US GPM
Pipe Dimension	6" and up
Number of Jets	6
Jet Size	1.9 up to 6.0mm
Available Sleds	6-8" / 8-10" / 10-12" / 15-24"

#### Custom Wrench (Easy Removal of Nozzles) .8lbs

Weight	3.0 lbs.
Weight w/Sled (10" - 12")	6.6 lbs.
Length	5.9"
Length w/Sled (10" - 12")	11.8"
Diameter Without Sled	3.7"

Note: Weights and dimensions are approximate and subject to change without notice. Weights and dimensions may vary depending on equipment installed.

ATTACHMENT SC

# BL SWIPER® SERIES



**NozzTeg®**

Taking Science to the Sewer®

866-620-5915

**REDUCES BLOWN TOILET EFFECT!**

The BL Swiper® is a special poly-construction that is safe for use in lined, PVC and sensitive pipes  
Fits in pipe sizes 3" and up!



## BL SWIPER® NOZZLE

### VORTEX & VENTURI EFFECT

- Patented sewer nozzle technology that can reduce the amount of the "Blown Toilet" effect.
- BL Swiper uses air channels that coincide with each jet stream to increase the cleaning power at operating pressures as low as 400 PSI.
- Reduces the truck's RPM which in return will reduce wear and tear and fuel consumption.
- Reduce water usage in some cases as low as 22 GPM with smaller units and 1" units as low as 32 GPM
- HIGH QUALITY STAINLESS STEEL tubes that direct water to each jet and a special poly construction.
- The largest BL Swiper can be used to de-water larger sewers or storm lines (Venturi Effect).

**WHY Nozzteg? Because our Equipment is Engineered for Long Lasting Performance!**

**866-620-5915**

Nozzteg Inc. ADDRESS: 1949 Calumet Street - Clearwater, FL 33765

Page 47 of 321

Phone: 1-866-620-5915 Fax: 1-603-413-6744





EMAIL: info@nozzteg.com HOME PAGE: www.nozzteg.com



**NozzTeq®**  
Taking Science to the Sewer™

**PART NO. BL-SWP**

**BL Swiper® Specifications**

				
Model	<b>BL-SWP</b>	<b>BL-SWP-01</b>	<b>BL-SWP-RCY</b>	<b>BL-SWP-0125</b>
Jets	4 jet Version	4 jet Version	4 jet Version	6 jet Version
Hose Size	¼" to up to 1"	½" up to 1 ½"	½" up to 1 ½"	¾" up to 1 ½"
Water Flow	5 - 80 US GPM	18-177 US GPM	18-177 US GPM	30 - 265 US GPM
Pipe Dimension	3" - 12"	6" - 18"	6" - 18"	12" and up
Number of Jets	4	4	4	6
Number of Air Channels	4	4	4	6
Jet Size	1.0 - 3.0 mm	1.0 to 6.0 mm	1.0 to 6.0 mm	1.9 to 6.0 mm
Item (Optional - Special Order)	NA	Custom Stainless Wrap	Custom Stainless Wrap	NA
Weight	1 Lb.	3 Lbs.	4.5 Lbs.	13 Lbs.
Weight with Wrap	NA	5 Lbs.	5 Lbs.	NA
Length	4"	6"	6"	11.25"
Length with Wrap	NA	6"	6"	NA
Diameter without Wrap	3"	4.5"	4.5"	8.5"

**BL Swiper® Sewer  
Recycle Friendly  
BL-SWP-01**



**BL Swiper® Sewer Nozzle  
BL-SWP-0125  
Large with  
runners**



## Bulldog® Antiblast

« Back ([en-us/our-products/chapter/rotating-nozzles-8/](#))

### Product description














Cleaning sewer lines when near home installations brings the risk of pressure equalisation through toilets or stench traps. This comes from negative pressure arising ahead of the nozzle or excess pressure following the nozzle if the installation is not correct or venting is not working properly. It's a very unpleasant surprise when this effect unintentionally turns a toilet into a shower! For this reason, enz® collaborated with a prestigious technical institute to develop and test the Bulldog® Antiblast. The Bulldog® Antiblast prevents this unpleasant side effect and guarantees cleaning in all directions, right down to the pores.

### Advantages

- No pressure equalisation through stench traps or toilets
- Excellent streak-free, all-around cleaning
- Low maintenance, and compatible with recycled water
- Proven design
- Very simple to match to pump capacity
- Scientifically examined and tested



## Bulldog® Antiblast 1" - 1 1/4"

												
	600.100A	BULLDOG Antiblast 100	1"	10 - 24	53	6 x M10	6 x M10	1 x M10	5.1 x 10.2	16.76	ok	1,160
	600.100B	BULLDOG Antiblast 100	1 1/4"	10 - 24	53	6 x M10	6 x M10	1 x M10	5.1 x 10.2	16.76	ok	1,160
	600.080	BULLDOG Antiblast 80	1"	8 - 16	48	6 x M10	6 x M8	1 x M10	3.9 x 8.1	9.39	ok	1,160

## CONNECT

Newsletter (<https://bit.ly/2Luji1D>)

Newsletter Subscribe/Unsubscribe ([en-us/connect/newsletter-subscribeunsubscribe/](https://www.enz.com/en-us/connect/newsletter-subscribeunsubscribe/))

YouTube (<https://www.youtube.com/user/enztechnik>)

LinkedIn (<https://www.linkedin.com/company/enz-group/>)

Customer Service Team ([en-us/contact/sales-team/sales-team-switzerland/](https://www.enz.com/en-us/contact/sales-team/sales-team-switzerland/))

## LEGAL INFORMATION

[Disclaimer \(en-us/legal-information/disclaimer/\)](#)

[Terms & condition \(en-us/legal-information/terms-condition/\)](#)

[Imprint \(en-us/legal-information/imprint/\)](#)

## CONTACT

enz® technik ag

Schwerzbachstrasse 10

CH-6074 Giswil

Tel.: +41 (0) 41 676 77 66

Fax: +41 (0) 41 676 77 67

E-Mail: [info\[at\]enz.com](mailto:info[at]enz.com)

© 2019 enz®



**NozzTeg®**  
Taking Science to the Sewer™

**866-620-5915**

**RENTALS AVAILABLE**



# **C-RAY™ SEWER NOZZLE**

## **MOST EFFECTIVE BOTTOM CLEANER**

- C-Ray Storm or Sewer nozzles are made of all Stainless Steel Construction with no nuts and bolts that hold it together.
- C-Ray series of sewer cleaning nozzles has tube technology that creates 97% efficiency that direct water to each jet and not to an empty chamber.
- This bottom cleaning sewer nozzle directs its path to the sides and bottom of the pipe to move debris faster and farther without the need for step cleaning (in most cases).
- High quality single bearing swivel is included with no greasing or maintenance required.
- The low gravity of the bottom sewer cleaning nozzle allows the C-Ray nozzle to ride upright and is designed to flip back over.

**WHY Nozzteg? Because our Equipment is Engineered for Long Lasting Performance!**

**866-620-5915**

Nozzteg Inc. ADDRESS: 1949 Calumet Street - Clearwater, FL 33765

Page 52 of 321

Phone: 1-866-620-5915 Fax: 1-603-413-6744

EMAIL: info@nozzteg.com HOME PAGE: www.nozzteg.com



**NozzTeg®**  
Taking Science to the Sewer®

**PART NO. CRN01**



**C-Ray™ 200 Sewer Nozzle**



**C-Ray™ 400 Sewer Nozzle**

#### C-Ray™ CRN01 (C-Ray 200) Specifications

C-Ray™ 200 incl. 6 jets in the rear and 1 jet in the front if needed and one quality stainless swivel. Connection Female ¾"-1 ½" BSP or NPT

Hose Size	¾" up to 1 ½"
Water Flow	40 - 265 US GPM
Pipe Dimension	8" - 36"
Number of Jets	6 + 1 (Front Jet Optional)
Jet Size	1.9 up to 6.0 mm
Weight Incl. Swivel	13 kg (30 Lbs.)
Length excl. Swivel	13"
Length Incl. Swivel	18"

**Note:** Weights and dimensions are approximate and subject to change without notice.

#### C-Ray™ CRN01 (C-Ray 400) Specifications

C-Ray™ 400 incl. 8 jets in the rear and 1 jet in the front if needed and one quality stainless swivel. Connection Female ¾"-1 ½" BSP or NPT

Hose Size	¾" up to 1 ½"
Water Flow	50-400 US GPM
Pipe Dimension	15" and up
Number of Jets	8 + 1 (Front Jet Optional)
Jet Size	1.9 up to 6.0 mm
Weight Incl. Swivel	18 / 23 kg (40 / 50 Lbs.)
Length excl. Swivel	18"
Length Incl. Swivel	23"

**Note:** Weights and dimensions are approximate and subject to change without notice.



**NozzTeg®**  
Taking Science to the Sewer®

**PART NO. CRN01-800**



**C-Ray™ 800 Sewer Nozzle**

#### C-Ray™ CRN01 (C-Ray 800) Specifications

C-Ray™ 800 incl. 8 jets in the rear and 2 quality stainless steel swivels. Connection Female 3/4" - 1 1/2" BSP or NPT

Hose Size	1 hose and 1 truck per end of C-Ray sewer nozzle ( 3/4" up to 1 1/2")
Water Flow	50-400 US GPM
Pipe Dimension	15" and up
Number of Jets	8
Jet Size	1.9 up to 6.0 mm
Weight Incl. Swivel	22 kg (50 Lbs)
Length excl. Swivel	17"
Length Incl. Swivel	27"
Additional	Two Swivels Are Used

**The dual C-Ray 800 is the only bottom cleaner of its kind. This sewer nozzle concentrates its cleaning on the bottom of the pipe up to 96". This sewer cleaning technology allows the operator to have a truck at two different manholes up-stream and down-stream. This allows the nozzle to thrust twice the amount of water.**

# LUMBERJACK<sup>®</sup> SERIES



**NozzTeg<sup>®</sup>**  
Taking Science to the Sewer<sup>®</sup>

866-620-5915

**RENTALS AVAILABLE**

**Effective Against  
Protruding  
Laterals**



**Adjustable Sled**

A High Speed, (up to 50,000 rpm), low torque, multi-purpose sewer and pipe cutter.

Sizes Available 3" Up to 48"

## LUMBERJACK<sup>®</sup> CUTTER

**HIGH QUALITY - LOW MAINTENANCE**

- Designed to cut roots, light concrete, Grease, Mineral/Chemical deposits, protruding laterals and much more!
- The bearings are sealed, grease lubricated and water cooled for top quality performance.
- Effective design to reduce chances of getting stuck, spinning off the hose and cutting through the pipe.
- Effective Life Span 7-15 Years and some instances even longer!
- We service everything we sell and offer a quick turnaround to keep you on track and on schedule.

**WHY Nozzteg? Because our Equipment is Engineered for Long Lasting Performance!**

**866-620-5915**

Nozzteg Inc. ADDRESS: 1949 Calumet Street - Clearwater, FL 33765

Phone: 1-866-620-5915 Fax: 1-603-413-6744

Page 55 of 321

EMAIL: info@nozzteg.com HOME PAGE: www.nozzteg.com






# 866-620-5915

# LUMBERJACK® SERIES



**NozzTeq®**  
Taking Science to the Sewer®

**PART NO. LJ**

					
Model	LJ700C	LJ300C	LJ200C	LJ075C	LJ050C
Weight					
Kilograms	45 kg +	20 kg	11 kg	4 kg	1.0 kg
Pounds	98 lbs +	47 lbs	25 lbs	9 lbs	2 lbs
Length					
Millimeters	1100mm	610mm	390 mm	240 mm	120 mm
Inches	43"	24"	15"	9.5"	4.8"
Pipe Sizes					
Millimeters	400 to 700 mm (optional to 1200 mm)	200 to 300 mm (optional to 525 mm)	150 to 250 mm (optional to 300 mm)	100 to 150 mm (optional to 200 and 225 mm)	75 to 100 mm (optional to 125 and 150 mm)
Inches	15" - 48"	8", 9", 10", 12", 15", 16", 18", 20", 21", 24", 27", 30", 36"	6", 8", 9", 10", 12"	4", 6", 8"	3", 4", 5", 6"
Sied Size					
Millimeter					
Inches	15" - 48"	8", 9", 10", 12", 15", 16", 18", 20", 21", 24", 27", 30", 36"	6", 8", 9", 10", 12"	4", 6", 8"	3", 4", 5", 6"
Connecting Threads					
BSP Female	1", 1 1/4", 1 1/2"	3/4", 1", 1 1/4" or 1 1/2"	3/4", 1" or 1 1/4"	1/2", 3/4" or 1"	1/2"
NPT Female	1", 1 1/4", 1 1/2"	3/4", 1", 1 1/4" or 1 1/2"	3/4", 1" or 1 1/4"	1/2", 3/4" or 1"	1/2"
Other Features					
Minimum Flow Rate	80 - 100 US GPM	50 US GPM	40 US GPM	15 US GPM	10 US GPM
Minimum Pressure	1500 - 1800 PSI	1500 - 1800 PSI	1200 - 1500 PSI	1200 - 1500 PSI	1200 - 1500 PSI
Bursting Pressure	6,000 PSI	10,000 PSI	6,000 PSI	10,000 PSI	10,000 PSI

City of Marquette, MI  
**866-620-5915**

Nozzteq Inc.  
Page 56 of 321

ADDRESS: 1949 Calumet Street - Clearwater, FL 33765  
Phone: 1-866-620-5915 Fax: 1-603-413-6744

EMAIL: info@nozzteq.com HOME PAGE: www.nozzteq.com

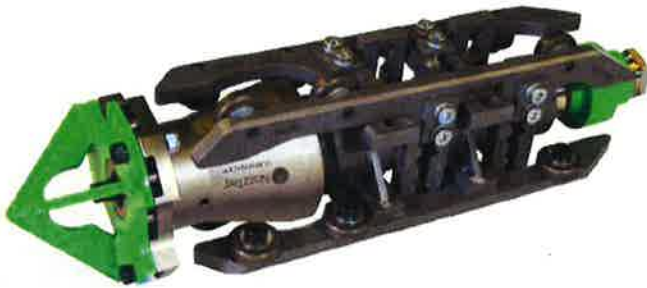
866-620-5915

LUMBERJACK® SERIES



NozzTeq®  
Taking Science to the Sewer®

PART NO. LJ



8 - 15"

#### Lumberjack® Adjustable Sled Specifications

##### Lumberjack® Adjustable Sleds

Weight	32lbs / 14.5kg
Length	16.5"/419mm
Sled Size	8" - 15"

**Note:** Weights and dimensions are approximate and subject to change without notice.



16 - 28"

#### Lumberjack® Adjustable Sled Specifications

##### Lumberjack® Adjustable Sleds

Weight	32lbs / 14.5kg
Length	16.5"/419mm
Sled Size	16" - 28"

**Note:** Weights and dimensions are approximate and subject to change without notice.

866-620-5915

City of Marquette, MI

Nozzteq Inc.  
Page 57 of 321

ADDRESS: 1949 Calumet Street - Clearwater, FL 33765

Phone: 1-866-620-5915 Fax: 1-603-413-6744

EMAIL: info@nozzteq.com HOME PAGE: www.nozzteq.com

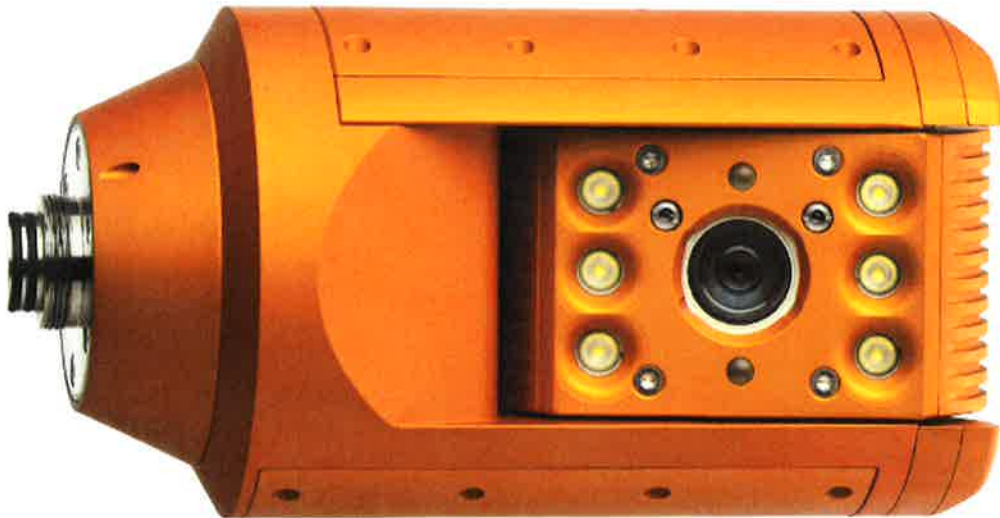
- [Overview](#)
- [Specifications](#)
- [Combined with](#)
- [Media](#)

## Overview

### ORPHEUS 2/3 HD



- [ORPHEUS 2 HD](#)
- 



[ORPHEUS 2 HD](#)



- [ORPHEUS 2 HD](#)



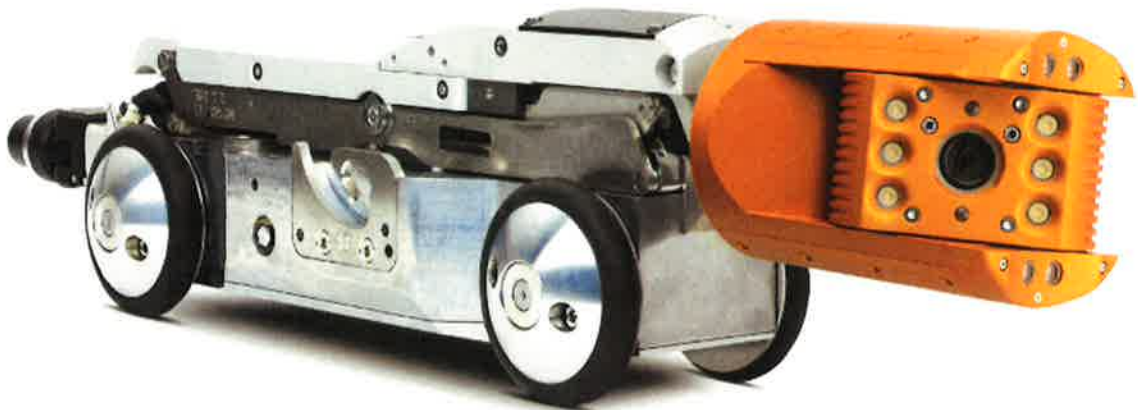
- [ORPHEUS 2 HD](#)



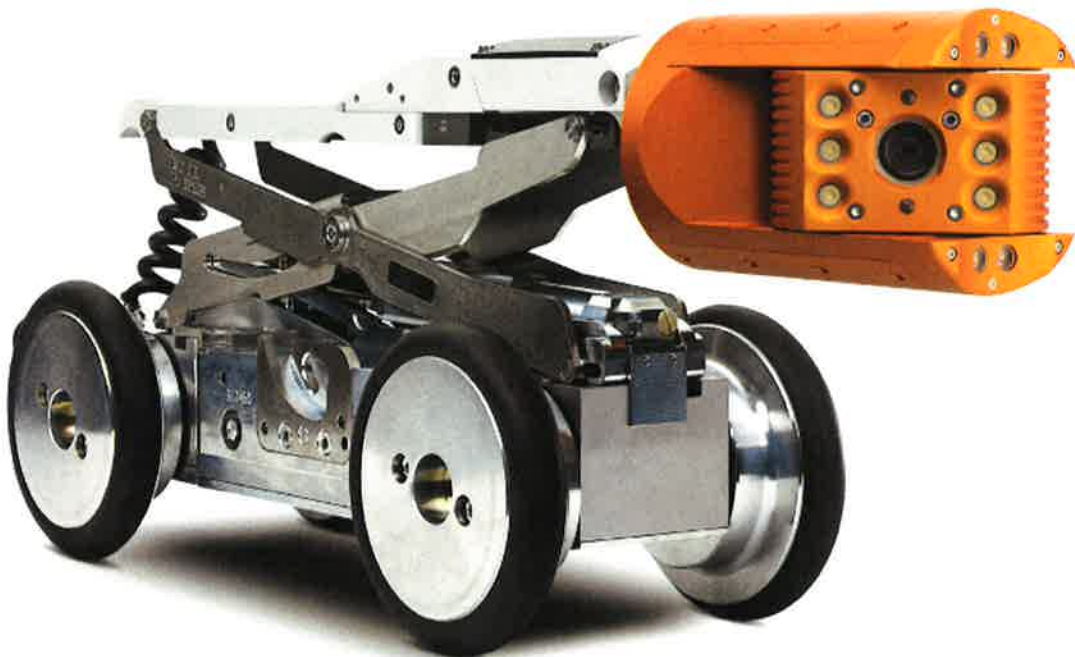
[ORPHEUS 2 HD](#)



[ORPHEUS 2 HD](#)



[ORPHEUS 2 HD](#)



[ORPHEUS 2 HD](#)



ORPHEUS 2 HD



ORPHEUS 2 HD

The **IBAK ORPHEUS 2/3 HD** is a high resolution pan and rotate camera for the Full HD sewer inspection system.

IBAK is the pioneer of this technology on the market and provides a system with which videos can be created, transmitted, displayed, processed and archived in full HD quality. The ORPHEUS 2/3 HD camera is equipped with an image sensor in full HD format (1920 x 1080 = 2.08 million pixels) which has approximately 5 times as many pixels as a conventional PAL sensor.

The picture transmission is entirely digital, from the generation of the image in the camera head through to display and storage in the control unit. Thus, the camera image produced is of unrivalled quality in terms of resolution and colour fidelity. The full HD resolution of the ORPHEUS 2/3 HD is transmitted via optical fibre and highly efficiently compressed using the H.264 standard.

With its vertical image resolution of 1080 pixels, the ORPHEUS 2/3 HD fulfils the requirements of the DWA advisory leaflet M149-5 for the inspection of large diameter pipes (e.g. the required vertical resolution of at least 1000 pixels for DN 1000 pipes). Besides high resolution

digital image generation, the ORPHEUS 2/3 HD has all the important functions of a conventional pan and rotate camera such as a 10x optical zoom, automatic image routines and easy-to-handle defects measurement during inspections in the sewer.

The **ORPHEUS 3 HD** is also offered with explosion protection. All data are displayed and processed in the IKAS evolution software.

## Specifications

	Technical data
<b>Product classification</b>	Pan and tilt camera
<b>Inspection range</b>	DN 150 and up
<b>Dimensions</b>	Ø 110 mm / length 170mm (ORPHEUS 2 HD) 186mm (ORPHEUS 3 HD)
<b>Weight</b>	approx. 1.6 kg (ORPHEUS 2 HD) / approx. 2,17 (ORPHEUS 3 HD)
<b>Push operation</b>	no
<b>Tractor operation</b>	yes
<b>Upright picture control</b>	yes
<b>Correctly oriented image</b>	e-Flip, every 180° (switchable)
<b>Zoom</b>	10x optical / 16x digital
<b>F (shutter)</b>	1:1,8 to 1:3,4
<b>f (focal length) (mm)</b>	3.3 to 33
<b>Lighting</b>	10+2 High Power LEDs, (2x for illuminating joint gaps) switchable, controllable, temperature controlled
<b>Light sensitivity (lux)</b>	0.5 lux (F 1.8, 1/50 s)
<b>Protection class</b>	IP 68
<b>Permissible ambient temperature</b>	0° C—+40° C during operation -30° C—+70° C for storage
<b>Test pressure</b>	1,0 bar
<b>Pressure monitoring</b>	2 integrated pressure sensors (LCD indicator and acoustic alarm in the control unit)
<b>Aperture function</b>	manually, automatic, can be operated by remote control
<b>Panning range</b>	+/-120°
<b>TV standard</b>	HD, Full HD
<b>Horizontal image resolution</b>	horizontal 1920, vertical 1080
<b>Integrated laser</b>	yes, 2 lasers, LaserScan Mode
<b>Integrated detector transmitter</b>	optional
<b>Explosion protection</b>	yes (ORPHEUS 3HD)
<b>3D GeoSense</b>	optional

## Combined with

## Camera tractor



### IBAK T 66 HD

The **IBAK T 66 HD** is a versatile camera tractor for the inspection of sewers of DN 100 and up.



### **IBAK T 76 HD**

The **IBAK T 76 HD** is a robust and steerable camera tractor for the inspection of sewers of DN 150 and up.



### **IBAK T 86 HD**

The **IBAK T 86 HD** is an efficient camera tractor for inspecting pipes of DN 200 and up.

## **Cable drums and cable winches**



### **IBAK KW 310**

The **IBAK KW 305, KW 310 and KW 505** are fully automatic, motordriven cable winches holding up to 600 m (KW 505 with BS 5) of camera cable.



### **IBAK KW 505**

The **KW 505** is a fully automatic, motordriven cable winch holding up to 600 m (KW 505 with BS 5) of camera cable.

## **Control Units**



Call Us Today At: 888-936-4369 (tel:+1-888-936-4369)

[Home](#)
[Equipment](#)
[Rentals](#)
[Service](#)
[Camera](#)
[Parts](#)
[Training](#)
[About](#)
[Contact](#)



## IBAK PANORAMO 2



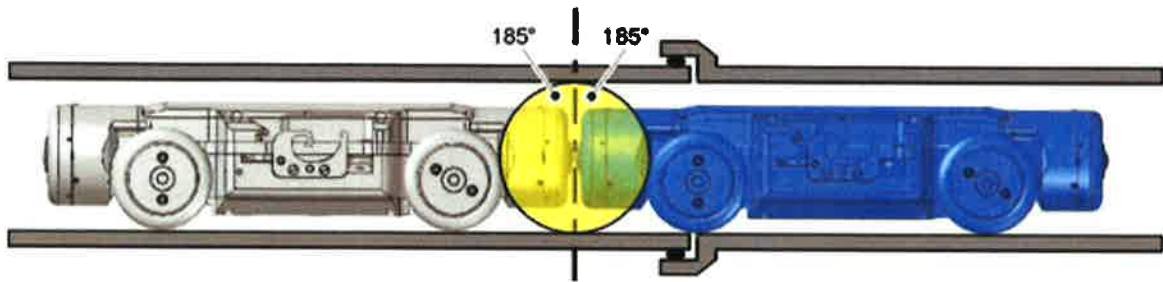
### IBAK PANORAMO 2 – (8 in. Pipeline Diameters)

Perhaps the greatest innovation in pipeline inspection technology in decades, the PANORAMO system is providing better data to engineers, reducing stress for operators, increasing productivity and changing the way we inspect our underground infrastructure. The revolutionary PANORAMO digital pipeline scanner will change the way you inspect pipelines. Inspect more than twice as much pipe per day, increase your image resolution six times over traditional CCTV, and reduce your operating costs by more than 30% compared to normal CCTV!



**Performance is Key**

PANORAMO is fast. Users collect data at a rate of up to 69 ft. (21m) per minute (40 ft. (12m) per min with PANORAMO 150) without needing to stop. All this adds up to a technology that reduces your cost, increases your production and dramatically enhances your deliverables.



Unlike conventional sewer TV systems it uses two high-resolution digital photo cameras with 185° fish-eye lenses, which each take images at distances of 5 cm. These are then automatically put together to create a true 3D interior view of the complete sewer pipe. This allows evaluation of the pipe condition in the office at any time and the viewer can move freely in the sewer pipe without any viewing restrictions.

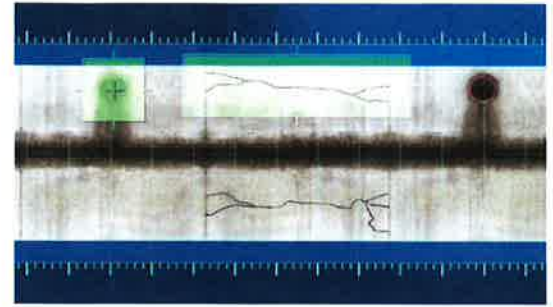


### The PANORAMO Principle – Changing Your Process

IBAK designed PANORAMO from the ground up to address the weaknesses of traditional video technology. The PANORAMO method changes your current process into one of data collection in the field and data analysis back in the office. This division of labor increases safety, reduces mistakes and increases productivity. The technology enables your employees to work to their potential and avoid costly and time-consuming mistakes caused by inattention or stress.

### PANORAMO Deliverables

The PANORAMO 2 and PANORAMO 150 capture a complete 360° Perspective View AND a high resolution Unfolded View of the pipeline as it travels. The Unfolded View allows you to look at the entire pipe segment on one screen for quick and easy defect acquisition.



### Technical Specifications

Max Speed	69ft.(21m)/Min.
Pipe Diameter	6" (150 mm) and up
Pressure Protection	Standard
Viewer Software	Free, distributable
Cameras	Twin 185° Digital
Zoom	Digital
3-D Perspective View	Standard
Side Scan (Unfolded) View	Standard
Measurement	Standard in Unfolded View
Lighting (PANORAMO® 2)	Xenon Strobe
Lighting (PANORAMO® 150)	High Power LED



**RapidView**  
**IBAK**  
 North America



# IBAK T 66

## Camera tractor

Inspection range DN 100 and up

[ibak.de](#) [Products](#) [Inspection Systems](#) [Individual components](#) [Camera tractor](#) T 66

- [Overview](#)
- [Specifications](#)
- [Combined with](#)
- [Accessories](#)

## Overview

### IBAK T 66



#### [IBAK T 66](#)



### T 66 with CC1, ORION and mixed tyres

**The IBAK T 66 is a versatile camera tractor for the inspection of sewers of DN 100 and up.**

It can either be used as a portable inspection system or for extending an existing camera tractor system.

A variety of camera connections, wheel sets and a tractor extension kit make it possible to configure the T 66 optimally for different requirements. It is equipped with the modular IBAK camera connection so that all IBAK cameras can be operated with the T 66. Even when used with the two largest zoom cameras, ORPHEUS or ARGUS 5, it achieves good stability and traction.

In narrow spaces the T 66 copes in combination with the camera connection CC1 that can be panned and folded. Because the folding connector for the camera cable can also be moved horizontally and vertically, the camera tractor can be easily inserted into any pipe of DN 100 and up, as well as through compact manholes and maintenance openings.

In larger pipes the use of an ancillary light is recommended. Even larger pipe diameters are easily mastered by the T66 if fitted with the FW 66 tractor extension kit. It is recommended to use the easily installed FW 66 for DN 300 upwards.

The T 66 contains an electronic stabilisation function (ATC = Automatic Tilt Compensation). This function provides active overturn protection, allowing the tractor to drive safely in the pipe invert. The T 66's modular design and the use of only a single tool for fitting individual components result in short set-up times for the pipe adaptations, resulting in more efficient working.

Top performance using a portable system IBAK's ORION pan and tilt camera, the KT 180/ KW 104 / KW 204 cable drum, the BP 4 or control box and the T 66 camera tractor, will provide you with a compact, high-performance, portable inspection system.

An extension to the existing tractor system The power spectrum of the existing IBAK tractor range has been enhanced by the addition of the T 66 camera tractor, which makes pipe inspections of DN 100 and up possible.

## Specifications

### Product classification

### Technical data

#### Camera tractor

<b>Inspection range</b>	DN 100 and up
<b>Weight</b>	approx. 9 kg (with rim 93 and CC2.1)
<b>Steering function</b>	yes
<b>Speed</b>	continuously variable
<b>Folding connector</b>	bends horizontally and vertically
<b>Protection class</b>	IP 68
<b>Pressure monitoring</b>	2 integrated pressure sensors (LCD indicator and acoustic alarm in the control unit)
<b>ATC (Automatic Tilt Compensation)</b>	yes
<b>Tilt measurement</b>	yes (optional)
<b>Temperature measurement</b>	yes, via temperature measurement module
<b>Explosion protection</b>	optional
<b>IBAK camera connections</b>	CC1.1/ CC1.1HD (pivoted and hinged), CC2.1/ CC2.1HD (fixed), CC 5.1/ CC 5.1HD (vertically adjustable and for additional light operation)

## Combined with Cameras



### IBAK NANO

The IBAK NANO Camera is the smallest pan/rotate camera in the IBAK portfolio . It can be operated in pipes with diameters as small as 80 mm upwards.



## IBAK NANO L

The **IBAK NANO L** Camera is the smallest pan/rotate camera in the IBAK portfolio . It can be operated in pipes with diameters as small as 80 mm upwards.



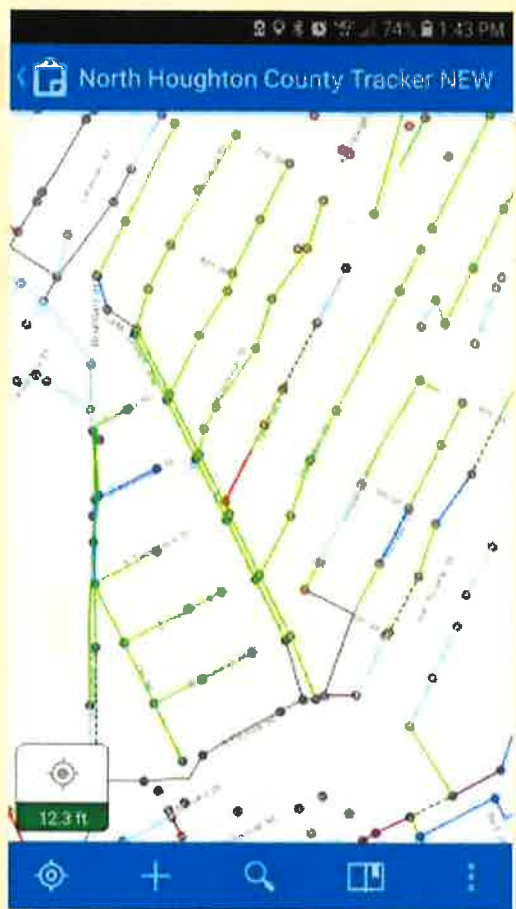
## ORION

The **IBAK ORION** is the all-rounder when it comes to the inspection of pipes of DN 100 and up.



## IBAK ORION L

In heavily branched networks, a special version of the **IBAK ORION** pan and tilt camera is used: the **IBAK ORION L**.



Summary of Total Footage		
Status	Footage	Comments
Complete	72464	TV Scan, TV CCTV, Partial TV, and Heavy Cleaned
To be TV	2319	Cleaned and ready for TV
Need HC	2003	Needs heavy cleaning before TV
Cannot TV/Clean	10632	No access or small pipe (6 and 4 in)
Other	6079	50% possible
No Started	33660	Lots of force main found in this group
	127156	

Heavy Cleaning Hours 30

	Ready for TV	To be Cleaned	Cannot Do	TV'd
6 Inch Access			743.41	
6 Inch Cleaned	2069.85			
6 Inch To Be Cleaned		13327.89		
Cannot Clean Comment			21324.48	
Cannot Locate Comment			1919.71	
Cannot TV Comment			4251.38	
Cleaned	10393.19			
Needs HC		2815.66		
Partial TV Comment			6968.67	3931.00
To Be Cleaned		22186.12		
TV CCTV				45457.57
TV Scan				14194.49
	12463.04	38329.67	35207.65	63583.06

# **APPENDIX III**

## **CONTRACTOR CHARGE RATE SCHEDULE**

**EXHIBIT B**  
**CONTRACTOR CHARGE RATE SCHEDULE**

The undersigned hereby certifies that he/she has personally examined the details for this project and understands the methods by which payment will be made, and hereby proposes to supply the materials in accordance with the Contract Documents at the following schedule of rates and prices.

**NOTE: Unit prices for all items must be shown in ink or typewritten. Show unit prices in figures only.**

Item Number	Description	Unit	Estimated Quantity per Year	Unit Price	Total Cost
1	Existing sanitary sewer pipe Televising 6" – 24" *	Linear Foot	18,000	.87	15,660
2	Existing sanitary sewer pipe Cleaning 6"-24" *	Linear Foot	18,000	.87	15,660
3	Existing storm sewer pipe Televising 8" -24" * [1]	Linear Foot	10,000	.98	9,800
4	Existing storm sewer pipe Cleaning 8"-24" * [1]	Linear Foot	10,000	.98	9,800
5	Mechanical root control sanitary sewer 6" – 24" *	Linear Foot	3000	1.50	4,500
6	Mechanical root control storm sewer 6"-24" *	Linear Foot	4000	1.90	7,600
7	SP** – Heavy sewer cleaning, Vactor truck, and crew	Hourly	50	325	16,250
8	SP** – 3D pipe inspection, equipment & labor	Hourly	50	265	13,250
9	SP** – Traffic control with support vehicle & flagger	Hourly	50	125	6,250
10	SP** – Traffic control additional flagger	Hourly	50	80	4,000
11	SP** – Technician	Hourly	20	85	1,700
12	SP** - Waste Disposal at Landfill	LS	1	4,750	4,750
13	Cut Protruding Laterals	Each	4	825	3,300

**Total \$** 112,520

**Authorized Signature:**  **Title:** President **Date:** 3/11/22

\* All costs for mobilization, traffic control, equipment, materials, final report, and labor necessary to perform this service will be included. Payment per foot is the same regardless of the size of the sewer, the length of the runs, or the pipe material.

\*\* SP = "special project." An option for service charge determined by the City when an unusual circumstance requires particular attention. Examples: 36" CMP 100% full of sediment; large root barrel blockage over a length > 35 LF. All costs for mobilization will be included in the hourly rate. Special Projects are not expected to be common.

[1] Storm sewer cleaning and televising are budgeted for the 2022 season. It is anticipated that a budget will be approved for the 2023 and 2024 fiscal years.



**THE CITY OF MARQUETTE**

**1100 Wright Street**

**Marquette, Michigan 49855**

**RFP 22-01**

**Sewer Cleaning and Televising Services**

## INTRODUCTION

The City of Marquette is requesting a proposal for **SEWER CLEANING AND TELEVISION SERVICES**. The City is requesting proposals from firms with specific expertise in high-resolution visual inspection and cleaning of municipal sanitary and storm sewer collection systems along with specialized GIS data services.

### 1. Scope of Work

- A. The objective of this inspection and data service is to collect visual data of the city's sanitary/storm sewer collection system to be seamlessly integrated into the city's GIS and asset management system. This is a (three-year) service agreement with approximately 18,000 feet of sanitary pipe to be inspected every year with an anticipated budget of \$53,000. In addition, it is anticipated that approximately 10,000 feet of storm sewer will be televised during the 2022 with a budget of \$31,000. Requirements as called out below must be followed as well as the City of Marquette specifications included with this RFP.
- B. The Contractor will perform storm and sanitary sewer inspections in compliance with the National Association of Sewer Service Companies' (NASSCO) Pipe Assessment and Certification Program (PACP). Pipe inspections shall be carried out for existing storm and sanitary sewer systems. Projects that require additional equipment/services or particular care (e.g. pipes full of water or sediment, large root masses, environmentally sensitive areas) may be authorized by the City.

The City will authorize one major work order project per year (see specifics below) and an unknown amount of additional task order projects on an as needed basis. The task order project process will consist of the City contacting the Contractor and requesting services related to an individual task or project. The contractor will then prepare a detailed scope and budget for each individual task/project order. The task/project orders will be agreed upon between the City Representative and the Contractor. Each task/project order shall be billed separately.

Each major work order project will be billed monthly for work completed and turned in at the end of each month. Invoices must be received by the City for work turned in at the end of each month within 30 days.

### 2. Proposal Requirements

- A. Cover Letter – See Appendix II for Cover Letter Form. Must be filled out in its entirety.
- B. Statement of Qualifications, Related Experience, and References  
Please describe the following:
  - i. Years and specific project performance experience with large-size municipal inspection programs and adoption of new technology including:
    - 1. 3D Pipe Scanning Technology
    - 2. GIS Data integration
    - 3. Project tracking and updates
  - ii. Current inspector work history, biographies, and NASSCO certification dates
- C. Personnel
  - 1. Please provide resumes of the on-site crew, supervisor, and single point of contact for final data deliverable (including QA/QC) and project updates
- D. List of equipment utilized for the project including:
  - 1. Jet/Vac trucks – model, year, pump GPM, vacuum method/strength
  - 2. List of nozzles (make/model) for small diameter, large diameter, low-pressure only pipes, and root/obstruction cutting applications.
  - 3. Method of heavy cleaning or root cutting (e.g. tandem cleaning with a sewer camera to avoid damage)

4. Camera Vehicles
      - a. Make/model of camera vehicles
      - b. Camera system including tractor and camera head
    - i. Include details on camera equipment including:
      1. Resolution of produced scan/video and digital format of scan/video
      2. Lighting type and capabilities
      3. Pipe size range for centering camera and method of lift (wheelsets, automatic lift, other)
      4. Method of pipe distance measurement to ensure accuracy and avoid overbilling (digital image, mechanical counter, etc.)
- E. Inspection Software
  - a. Vendor and Version
  - b. Current PACP version
  - c. GIS data exporting procedures and workflow
  - d. Data storage and/or hosting capabilities for deliverables
- F. Project Tracking
  - a. Provide detail on existing project updating and crew tracking procedures including methods of:
    - i. Crew live location
    - ii. Workflow management of pending/completed pipe and inter-crew communication
    - iii. Project quantity location and tracking
    - iv. frequency of project updates
    - v. Sharing of tracking and project data with stakeholders including visual project completion
    - vi. Please provide example projects and references to confirm experience
- G. Found Asset Location
  - a. Please provide detail on the procedure for:
    - i. Locating and reporting field asset discrepancies from project documents including found manholes, new pipe, or varying pipe sizes
- H. GIS Integration
  - a. Please provide at least three (3) examples of completed GIS integrations of over 50,000' which include:
    - i. Each condition geo-located along the pipe length within the map
    - ii. Media (including snapshots linked to incident layer and pdfs/videos/scans linked to pipe layer)
  - b. Please provide resumes of GIS personnel available for final data integration and troubleshooting
- I. QA/QC Procedure
  - a. Please provide detail on the existing QA/QC procedure for inspection data including peer-review workflow procedure of all delivered data including inspections and GIS files.
- J. Public Outreach and Resident Notification
  - a. Provide a narrative with examples on public notification. Pamphlets, door hangers, etc.
  - b. Provide a narrative with examples of damage control in the case of private property damage due to cleaning and televising services on the public sewer system.
- K. Contractor Charge Rate Schedule
 

See Appendix III Exhibit "A". Must be filled out in its entirety.

### RFP SCHEDULE OF EVENTS

Advertisement of RFP	Monday, February 14 <sup>th</sup> , 2022
Deadline for Written Questions	Friday, March 4 <sup>th</sup> , 2022
Direct Questions via email only to:	Mikael Kilpela, PE City Engineer Email: <a href="mailto:mkilpela@marquettemi.gov">mkilpela@marquettemi.gov</a>
Question Response from City due	Monday, March 7 <sup>th</sup> , 2022
<b>Proposal Due Date</b>	<b>Monday, March 14<sup>th</sup>, 2022, 10:00 PM Eastern Time</b>
Submit Proposal to:	Mikael Kilpela, PE City Engineer Email: <a href="mailto:mkilpela@marquettemi.gov">mkilpela@marquettemi.gov</a>
Proposal Format	E-mailed PDF Document
Evaluation Period	March 15 <sup>th</sup> , 2022, to March 19 <sup>th</sup> , 2022
City Commission Selection	Monday, April 11 <sup>th</sup> , 2022 (anticipated)
Selection Notification	Tuesday, April 12 <sup>th</sup> , 2022 (anticipated)

Responses to this RFP that are not received by the time and date specified, do not contain all the required information and completed forms, or do not meet all minimum qualifications shall be deemed non-responsive and rejected without consideration.

## CONSULTANT SELECTION CRITERIA

City of Marquette will evaluate the proposals received based on the following criteria:

<b>Qualifications:</b> Technical experience in performing work; experience working with public agencies; public interaction and notification, strength and stability of the Proposer; strength, stability, and experience; assessment by Proposer's references; knowledge of the various permits that may or may not be required; knowledge of applicable laws and regulations.	15	
<b>Staffing and Project Organization:</b> Qualifications of Proposer's staff, including NASSCO certification, particularly key personnel and especially the Proposer's Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.	15	
<b>Work Plan:</b> Depth of Proposer's understanding of City of Marquette's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of labor distribution among the tasks; ability to meet the project deadline; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.	15	
<b>Equipment:</b> Use and type of PACP compliant software. Use and type of software that is GIS compatible and will integrate with ESRI.	25	
<b>Cost and Price:</b> Reasonableness of the total price and competitiveness of this amount with other offers received; adequacy of data in support of quoted amounts; reasonableness of individual task budgets.	20	
<b>Completeness of Response:</b> Completeness and responsiveness of the Proposal in accordance with the RFP instructions.	5	
<b>References</b>	5	

Total 100

All Proposers submitting a proposal will be notified of our selection. ***Please do not contact the City of Marquette for status on the selection process during the review period***



# SEWER CLEANING AND TELEVISIONING STANDARDS AND SPECIFICATIONS

## RFP22-01

## **City of Marquette Specification Revisions for 2022**

### **General**

All references to the Michigan Department of Transportation (MDOT) Standard Specifications for Construction are now to the 2020 edition.

### **Chapter 1.02 Bidding Requirements and Conditions**

Bidding procedures and requirements have been updated to reflect the use of online bidding through the Bid Express service at [www.bidexpress.com](http://www.bidexpress.com).

### **Chapter 6.01.03.D – Water Main Construction Methods**

The following wording has been **added**:

*Ensure that sufficient HMA is placed under the valve box top to prevent it from resting directly on the base and that the valve box lid is flush with HMA top course.*

### **Chapter 6.07.04.F – Sanitary Sewer Appurtenances Construction Methods**

The following wording has been **added**:

*Ensure that sufficient HMA is placed under the upper frame to prevent it from resting directly on the guide frame and the lid is flush with the HMA top course.*

### **Chapter 6.09.B – Storm Sewer Construction Methods**

The following wording has been **added**:

*Ensure that sufficient HMA is placed under the upper frame to prevent it from resting directly on the guide frame and the lid is flush with the HMA top course.*

### **Chapter 6.10 – Sanitary and Storm Sewer Televising and Cleaning**

Minor changes have been made including removing DVDs as a video submission option and removal of the requirement for audio recording.

**TABLE OF CONTENTS**  
**SEWER CLEANING AND TELEVISIONING**  
**RFP22-01**

	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
	City of Marquette Specification Revisions for 2022	
<b>Chapter 1</b>	<b>GENERAL REQUIREMENTS AND COVENANTS</b>	
1.01	Definition of Terms	1-1
1.02	Proposals	1-4
1.03	Execution and Award of Contract	1-4
1.04	Scope of Work	1-5
1.05	Control of Work	1-6
1.06	Not in These Specifications	
1.07	Legal Relations and Responsibility to the Public	1-10
1.08	Prosecution and Progress	1-14
1.09	Measurement and Payment	1-17
<b>Chapter 2</b>	<b>NOT IN THESE SPECIFICATIONS</b>	
<b>Chapter 3</b>	<b>CONTRACT FOR SERVICES – MULTI-YEAR</b>	3-1
<b>Chapter 4</b>	<b>NOT IN THESE SPECIFICATIONS</b>	
<b>Chapter 5</b>	<b>SPECIAL PROVISIONS</b>	
5.01	General	5-1
5.02	Scope of Work	5-1
5.03	Coordination Clause for Utilities	5-1
5.04	Traffic	5-3
5.05	Preconstruction and Progress Meetings	5-4
5.06	Notice to Proceed	5-5
5.07	Prosecution, Progress and Liquidated Damages	5-5
5.08	Contractor's Responsibility for Holiday, Night, and Weekend Problems	5-6
5.09	Resident Notification	5-6
5.10	Confined Space Entry Policy	5-7
5.11	Documents to Submit with Certified Payroll	5-7
<b>Chapter 6</b>	<b>STANDARD SPECIFICATIONS</b>	
6.01	Cleaning & Televisioning Sanitary and Storm Sewer	6-1
6.02	Resident Notification	6-18
<b>Chapter 7</b>	<b>SUPPLEMENTAL SPECIFICATIONS</b>	
7.01	Mobilization	7-1
7.02	Traffic Control	7-1
APPENDIX I	State of Michigan Prevailing Wages	
	1. City of Marquette Prevailing Wage Resolution	
	2. Davis Bacon Wage Rates – General Decision MI20200048	
APPENDIX II	Proposal Cover Sheet	
APPENDIX III	Exhibit "B" – Contractor Charge Rate Schedule	

**CITY OF MARQUETTE**  
CHAPTER 1  
GENERAL REQUIREMENTS AND COVENANTS

**1.01 DEFINITION OF TERMS**

**A. Abbreviations**

Wherever the following abbreviations are used in these specifications or the plans, they are to be construed in the same as the respective expressions represented:

- AASHTO      American Association of State Highway and Transportation Officials
- ANSI          American National Standards Institute
- ASTM        American Society for Testing and Materials
- MDOT        Michigan Department of Transportation

**B. Definitions**

*ADDENDUM* (ADDENDA, PLURAL): An Addendum is a document issued by the City prior to the opening of the General Bids which clarifies, amends, or modifies the Bidding Documents or the Contract Documents.

*ADVERTISEMENT*: The public invitation to bid, as required by law, inviting bids for work to be performed and materials to be furnished.

*AUTHORIZATION*: The written approval by authority of the City's Engineer or his authorized representative, for changes in or extras to plans or changes in the quantity of work.

*AWARD*: Formal execution of the contract form by the successful Bidder and the City.

*BASE COURSE*: The layer or layers of specified or selected material of designed thickness placed on a subbase or a subgrade to support a surface course.

*BIDDER*: The individual, partnership or corporation, or a combination thereof, formally submitting a proposal for the work contemplated, acting directly or through an authorized representative.

*CALENDAR DAY*: Every day shown on the calendar beginning and ending at midnight.

*CITY*: The City of Marquette, Michigan a municipal corporation.

*COMMISSION*: The City Commission of the City of Marquette.

*CONTRACT*: The written agreement between the City and the Contractor setting forth the obligations of the parties thereunder. The contract includes the Invitation to Bid, Information for Bidders, Bidder's Proposal, Contract Form and Contract Bond, Certificates

of Insurance, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Addendum, and Notice to Proceed, also any change orders and agreements which are required to complete the construction of the work in an acceptable manner, all of which constitute one instrument.

*CONTRACT BOND:* The approved form of security, executed by the Contractor and his Surety or Sureties, guaranteeing execution of the contract and the payment of legal debts pertaining to the construction of the project.

1. *Payment Bond:* The security furnished by the Contractor and his Surety to guarantee payment of the debts covered by the bond.
2. *Performance Bond:* The security furnished by the Contractor and his Surety to guarantee performance of the work in accordance with the contract.

*CONTRACT ITEM (PAY ITEM):* A specially described item of work for which a unit price is provided in the contract.

*CONTRACT TIME:* The period of time assigned in the contract, inclusive, from the date of execution of the contract form to the specified completion date or until the specified number of calendar days has elapsed and in each case including authorized extensions of time.

*CONTRACT UNIT PRICE:* The price provided in the contract for a specifically described item of work.

*CONTRACTOR:* The individual, partnership or corporation, or any combination thereof undertaking the execution of the work under the terms of the contract and acting directly or through agents or employees.

*CULVERT:* A structure which provides a total clear span opening of less than 20 feet under a roadbed.

*EARTH GRADE:* The completely graded roadway before placing the pavement structure.

*ENGINEER:* The City Engineer or his authorized representative.

*ESTIMATE:*

1. *Final Estimate:* A compilation of final quantities showing work performed, upon which basis final payment is made.
2. *Progress Estimate:* An estimate made periodically as the work progresses showing estimated work performed and materials furnished and upon which basis periodic payments are made.

*EXTENSION OF TIME:* The additional contract time authorized by the City beyond the original calendar date, or number of calendar days, specified in the contract.

*EXTRA WORK:* Any work which is determined to be essential to the satisfactory completion of the contract and which does not appear in the proposal as a specific item of work and which is not included in the price bid for other items in the contract.

*INSPECTOR:* The authorized representative of the Engineer, assigned to make detailed inspections of the contract performance.

**LIQUIDATED DAMAGES:** Liquidated Damages are a specified sum of money stipulated by the contract as the amount to be recovered for each day of delay towards the completion of a project. By entering into the Contract, the Contractor agrees with the money stipulated by the contract to be recovered for each day of delay. A day as specified will be defined as a “Calendar Day”.

**LOCAL TRAFFIC:** That traffic which has origin or destination within the project limits.

**MAXIMUM UNIT WEIGHT:** Maximum Unit Weight, when used as a measure of compaction or density of soils having a loss by washing greater than 10 percent, shall be understood to mean the maximum unit weight per cubic foot as determined by AASHTO, modified to include all material passing the 1-inch sieve.

**SPECIFICATIONS:** A general term applied to all directions, provisions and requirements pertaining to performance of the work.

1. Standard Specifications: All requirements and provisions contained in this document of Standard Specifications of the City of Marquette.
2. Supplemental Specifications: Detailed specifications supplemental to or superseding the Standard Specifications.
3. Special Provisions: The special requirements, regulations, or directions prepared to cover work on a particular project not provided by the Standard Specifications or Supplemental Specifications. An addendum is a Special provision.

**STANDARD PLANS:** Those plans which contain details, of contract items and materials, which are in general use.

**SUBBASE:** The layer of specified material of designed thickness placed on the subgrade as a part of the pavement structure.

**SUBCONTRACTOR:** The individual, partnership or corporation, or a combination thereof, undertaking the execution of a part of the work under the terms of the contract, by virtue of an agreement with the Contractor approved by the Engineer.

**SUBGRADE:** That portion of the earth upon which the pavement structure is to be placed.

**SURETY:** The legal entity which is bound with, and for the Contractor for the performance of the contract and for the payment of all lawful indebtedness pertaining thereto.

**SURFACE COURSE:** The top layer of a pavement structure.

**TEMPORARY ROAD:** A roadway constructed to facilitate the movement of vehicular and pedestrian traffic around a construction operation including appurtenances.

**TEMPORARY ROUTE:** An existing road over which the traffic is temporarily diverted.

**TRAFFIC CONTROL DEVICES:** Signs, signals, lighting devices, barricades, barrels, delineators, pavement markings, traffic regulators and all other equipment for protecting and regulating traffic in accordance with the 2011 Michigan Manual of Uniform Traffic Control Devices unless otherwise specified.

**TRAFFIC LANE:** The portion of the traveled way for the movement of a single line of vehicles.

**TRAFFIC REGULATOR:** A person assigned to regulate traffic.

*TRAVELED WAY:* The portion of the roadway for the movement of vehicles, exclusive of shoulders.

*WORK:* Work shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all the duties and obligations imposed.

*WORKING DRAWINGS:* Stress sheets, shop drawings, erection plans, falsework plans, framework plans, cofferdam plans, bending diagrams for reinforcing steel, or any other supplementary plans or similar data which the Contractor is required to submit to the Engineer for approval.

*WORK ORDER:* A written order of contractual status signed by the Engineer and requiring performance by the Contractor.

## **1.02 PROPOSALS**

Proposals will be scored based on the criteria in the introduction of this RFP.

## **1.03 EXECUTION AND AWARD OF CONTRACT**

### **A. Consideration of Proposals**

The right is reserved to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if in the judgment of the City Commission the best interests of the City will be promoted thereby.

### **B. Execution and Award of Contract**

The City Commission will, as soon as practicable after opening of proposals, accept the proposal determined to best promote the interests of the City and reject all other proposals. This acceptance does not constitute the award of the contract. The City Engineer will send notice of proposal acceptance together with the required bond forms to the successful Bidder at the address given on his proposal. Upon receipt of these documents the successful Bidder shall return the completed bond forms to the City Engineer and execute the contract forms with the City prior to the scheduled City Commission meeting. The project will be deemed awarded and a binding contract shall arise only when the contract form has been fully executed by the successful Bidder and approved by the City Commission and executed by the authorized officials of the City.

### **C. Return of Proposal Guaranty**

The proposal guarantees of all except the successful Bidder will be returned promptly following the approval of a proposal by the City Commission. The City will hold the proposal guaranty of the successful Bidder until the contract and bond forms have been fully executed. In the event that all proposals are rejected by the City Commission the proposal guarantees of all Bidders will be returned promptly following such rejection.

#### **D. Requirements of Contract Bond**

The successful Bidder shall furnish satisfactory performance and payment bonds each in the amount of not less than 100 percent of the total contract price. Such bonds shall be on the forms provided and shall meet the requirements specified by Michigan law.

#### **E. Failure to Execute Contract**

Failure on the part of the successful Bidder to execute the contract form and file satisfactory bonds within a 15-day period shall result in the forfeiture of the proposal guaranty to the City.

### **1.04 SCOPE OF THE WORK**

#### **A. Intent of the Plans, Specifications, and Contract**

The intent of the plans, specifications, and contract is to provide for completion of the work in substantial compliance with the details as shown thereon and as described herein. The Contractor shall furnish all labor, materials, equipment, tools, transportation and necessary supplies, and shall perform all operations required to complete the work in accordance with the specifications, and the lines, grades and cross sections provided for on the plans or by authorization.

#### **B. Special Work**

Proposed construction or requirements not covered by these specifications will be covered by Supplemental Specifications and Special Provisions contained in the proposal or on the plans.

#### **C. Changes in Quantities, Plans or Character of the Work**

The Engineer shall have the right under the contract to make increases and decreases in the quantities, delete work items, and make changes in the plans, in the character of the work, and the termini of the project, as may be necessary or desirable to insure completion of the contemplated work provided that the sum total of such changes does not change the original contract dollar amount by more than twenty-five percent. Unit bid prices in the proposal will not be revised unless the total contract value is increased or decreased by more than twenty-five percent.

#### **D. Traffic Control**

No road or section thereof shall be closed to traffic unless provided on the plans, in the specifications, or permitted by the City Engineer.

Where construction interferes with the normal use of existing roads or sidewalks, the Contractor shall at all times provide facilities for pedestrian ingress and egress for the property adjacent to the work. For local traffic, the Contractor shall limit his occupation of the right-of-way within a reasonable distance of any properties adjacent to the work for which vehicular ingress and egress is denied by the work. The Contractor shall make all necessary arrangements with residents of property affected by the work regarding vehicular and pedestrian access to their respective properties. Contractor shall also make necessary arrangements for emergency vehicular access at all times throughout duration of construction.

## **E. Final Cleaning Up**

Before final acceptance of the work, the Contractor shall remove all falsework, excavated or useless materials, rubbish and temporary buildings, bridges and approaches, replace or renew any fences damaged, and restore in an acceptable manner all property, both public and private, which may have been used or damaged during the prosecution of the work. All excavated material or falsework placed in stream channels during construction shall be removed. The Contractor shall remove from the right-of-way all machinery, equipment, and surplus material and leave all areas occupied by the Contractor in conjunction with the contract in a neat, presentable, and completely restored condition satisfactory to the Engineer.

## **1.05 CONTROL OF THE WORK**

### **A. Authority of Engineer**

The Engineer will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; and all questions as to the satisfactory and acceptable fulfillment of the terms of the contract by the Contractor.

The Engineer shall have authority to suspend the work wholly or in part, for such period or periods as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the prosecution of the work or for any other condition or reason deemed to be in the interest of the public. The Contractor shall not suspend the work or remove therefrom equipment, materials, or personnel necessary for the prosecution of the work without permission from the Engineer.

Upon suspension, the work shall be put in proper and satisfactory condition, carefully covered and properly protected. In all cases of Engineer ordered suspension of construction operations, the work shall not be resumed until permitted by written order of the Engineer.

The Contractor shall obtain the written approval of the Engineer for utilization of City owned areas other than street right-of-way for plant operation, materials or stockpiles.

In order to avoid cumbersome and needless repetition of such phrases as "to the Engineer" and "by the Engineer" throughout the Specifications it shall be understood that when an order, instruction, decision, exercise of judgment, or other similar action is indicated, such order, instruction, decision, exercise of judgment, or other similar action will be issued, given, made by, or reserved to the Engineer.

### **B. Plans and Working Drawings**

Plans showing such details as are necessary to give a comprehensive idea of the construction contemplated will be furnished by the Engineer. Dimensions on the contract drawings which are omitted or needed to complete the work will be furnished by the Engineer. The Contractor shall be responsible for all scaled dimensions on the contract drawings.

The Contractor shall submit to the Engineer for review such shop plans or working drawings not furnished by the Engineer as may be required for any part of the finished structure or roadway.

The Contractor may also be required to submit for the Engineer's information working drawings for any falsework, forms, cofferdams or other incidental details required in the construction and not a part of the finished structure. The Contractor shall be fully responsible for the correctness of working drawings.

It shall be the responsibility of the Contractor to have the working drawings or shop plans submitted as early as possible in order to permit the Engineer sufficient time to adequately review them prior to distribution. The Engineer will distribute reproductions of all working drawings or shop plans. The Contractor shall furnish the Engineer with such copies of the working drawings as may be required for review and distribution.

Upon completion of the work, the Contractor shall furnish the City with one complete set of shop plans on reproducible media. Copies of catalogue cuts, parts lists, operating procedures, and instruction, as necessary for the project, shall be furnished by the Contractor when requested.

### **C. Deviations from the Plans**

Deviations from the plans for the work or from working drawings will not be permitted without the written order of the Engineer.

### **D. Conformity with Plans and Specifications**

All work performed and all materials furnished shall be in reasonable close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications.

In the event the Engineer finds the materials, work performed, or the finished product not within reasonably close conformity with the plans and specifications, he will then determine if the work is to be accepted or rejected. If the work is to be accepted, the Engineer will document the basis of acceptance by contract modifications which will provide for an appropriate adjustment in the contract price, or a guaranty bond, as he deems necessary to conform to his determination based on engineering judgment except where adjustments are shown elsewhere in these specifications.

In the event the Engineer rejects the work, it shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

### **E. Coordination of Specifications and Plans**

In case of discrepancy, figured dimensions shall govern over scaled dimensions, and the parts of the contract will prevail over all other parts in the following order:

1. Special Provisions
2. Supplemental Specifications
3. Project Plans and Drawings
4. Standard Plans
5. Standard Specifications

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

## **F. Cooperation by Contractor**

The Contractor shall conduct his operations so as to interfere as little as possible with those of other Contractors, utilities, or any public authority on or near the work as shown on the plans or in the proposal. 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 his work and cooperate with such other parties so as to cause as little interference as possible with their operations and as the Engineer may direct.

No additional compensation will be paid to the Contractor for any reasonable delay or inconvenience due to material shortages or reasonable delays due to the operations of such other parties doing the work indicated or shown on the plans or in the proposal, or for any reasonable delays on construction due to the encountering of existing utilities that are shown on the plans.

The Contractor shall have a competent Superintendent or Foreman on the job site at all times when work is being performed. This person shall be authorized to act for the Contractor as his agent on the work and shall have the authority to sign for and agree on daily quantities and any additional work done under force account time. This person shall thoroughly understand the plans and specifications and shall receive instructions from the Engineer. On package projects the prime Contractor shall designate a Project Supervisor authorized to act as his agent and to be responsible for all Subcontractors. The Project Supervisor shall be designated by name prior to commencement of the work and shall be available as required for proper management of the project during the duration of the contract.

The Contractor shall furnish each Subcontractor, Superintendent and Foreman with a copy of that part of the plans and specifications pertaining to the work he is directing.

## **G. Lines, Grades, and Elevation**

The location, alignment, elevation, and grade of the work will be determined by the Engineer who will set such controls as are necessary to properly mark these elements. The Contractor shall assume full responsibility for detail dimensions and elevations measured from the lines, grades, and elevations so established.

The Engineer will provide grade and alignment stakes. The Contractor will be responsible for protecting and transferring these grade and alignment stakes to meet his work schedule. The Engineer will require reasonable advance notice which, if deemed necessary, may be requested in writing when the Contractor's needs are indeterminate or erratic or when the magnitude of the work makes scheduling necessary. Should the Engineer show up to install stakes and the Contractor does not have the site ready, the Contractor shall reschedule with the Engineer at the next available time. If the Contractor cannot wait until the Engineer is available again, it will be the Contractors' responsibility to have the stakes installed at his expense. It will be the Contractor's responsibility to be sure he understands all information contained on the stakes set.

Stakes set by the Engineer shall be carefully preserved by the Contractor. In case such stakes are destroyed by the Contractor, they will be replaced at the Engineer's earliest convenience and at the Contractors' expense on a time and material basis.

Stakes set by the Engineer/Surveyor shall be carefully preserved by the Contractor after the structure has been placed to allow adequate time for location inspection.

The Contractor shall provide such scaffolds, batter-boards, straightedges, templates, or other devices as may be necessary to facilitate laying out and inspecting the work. The Contractor shall have the equipment and labor expertise on site to transfer the lines, grades, and elevations established by the Engineer to meet his own construction schedule.

## **H. Authority and Duties of Inspectors**

Inspectors may be appointed and directed to inspect all materials used and all work done. The inspection may extend to all parts of the work and to the preparation or manufacture of the materials for use in the work. The inspectors will not be authorized to revoke, alter, enlarge, or relax any of the provisions of these specifications, nor change the plans in any particular way. The Inspector will call to the attention of the Contractor any failure to follow the plans and specifications that he may observe. In case of any dispute arising between the Contractor and the Inspectors to the materials furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to and be decided by the Engineer. In no instance shall any action or omission on the part of the Inspector relieve the Contractor of the responsibility of completing the work in accordance with the plans and specifications.

## **I. Schedule Requirements**

The low bidder(s) for the work covered by this proposal will be required to meet with City of Marquette representatives to work out a detailed progress schedule. The schedule for this meeting will be set within one week after the contract is awarded. The City Engineer will arrange the time and place for the meeting.

The Progress Schedule shall include, as a minimum, the controlling work items for the completion of the project and the planned dates (or work day for a work day project) that these work items will be controlling operations. When specified in the bidding proposal, the date the project is to be opened to traffic as well as the final project completion date shall also be included in the project schedule. If the Bidding Proposal specifies other controlling dates, these shall also be included in the Progress Schedule.

The low bidder for the work covered by this proposal will be required to submit a computer generated CPM (Critical Path Method) network (arrow diagrams) at the preconstruction meeting. The arrow diagram shall be the customary activity-on-arrow type or an approved equal that describes the work activities to be accomplished and their dependency on each other. A sufficient number of activities (tasks) will be required with sufficient detail so the controlling operation can be identified.

Notation of each activity arrow shall include a brief work description and activity time duration. The Contractor shall submit an updated computer-generated CPM network every two weeks for those activities that remain to occur. The Engineer may request that an updated CPM network be submitted more frequently if deemed necessary. Project pay estimates may be delayed if the CPM network is not updated to reflect the progress of the project.

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.

## **1.07 LEGAL RELATIONS RESPONSIBILITY TO PUBLIC**

### **A. Laws to be Observed**

The Contractor is required to be familiar with all laws, ordinances and regulations which supplement these Standard Specifications or affect the equipment and materials used in the proposed construction, those employed on the work and the conduct of the work, and he shall save harmless and indemnify the City and its representatives against any claim arising from violation thereof.

Pursuant to the requirements of Section 4 of Act No. 251, Public Acts of the State of Michigan of 1955, as amended, Act 45 of the 1963 second extra session, and the State Code of Fair Practices, the Contractor agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of the contract, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of age or sex, except where based on a bona fide occupational qualification, or race, color, religion, national origin, or ancestry. The Contractor further agrees that every subcontract entered into for the performance of the contract will contain a provision requiring nondiscrimination in employment, as herein specified, binding upon each Subcontractor. Breach of this covenant may be regarded as a material breach of the contract.

### **B. Permits and Licenses**

The Contractor shall procure all permits and licenses and pay all charges and fees necessary and incident to the due and lawful prosecution of the work, unless otherwise provided.

### **C. Sanitary Provisions**

Prior to the start of construction, the Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Federal, State and local health authorities, and he shall take such precautions as are necessary to avoid creating unsanitary conditions.

All temporary sanitary installations for use during construction shall be removed from the project by the Contractor before acceptance of the work. The construction, maintenance, and removal of all temporary sanitary facilities shall be incidental to the construction of the project and will not be paid for separately.

### **D. Furnishing Right-of-Way**

The City will be responsible for securing all necessary rights-of-way in advance of construction. Any known exceptions will be indicated in the contract.

## **E. Protection and Restoration of Property**

The Contractor shall restore, at his own expense, any and all public or private property damaged or injured in consequence of any act or omission on his part or on the part of his employees or agents, to a condition similar and equal to that existing before such damage or injury was done. If the Contractor neglects to repair or make restoration, the Engineer may, after 48 hours written notice to the Contractor, proceed to make such repairs or restoration, and will deduct the cost thereof from any monies that are or may become due the Contractor.

Land monuments and property corners shall not be moved or otherwise disturbed, except as directed by the Engineer.

## **F. Damage and Liability Insurance**

The Contractor shall name the City as additional Insured on the Contractor's insurance to protect the City against all claims for damages to public or private property and for injuries to persons arising out of and during the progress and to the completion of the work.

### **1. Worker's Compensation Insurance:**

The Contractor, prior to the execution of the contract, shall file a certification that he carries Worker's compensation Insurance.

### **2. Bodily Injury and Property Damage:**

The Contractor, prior to execution of the contract, shall file with the City copies of completed certificates of insurance, and naming the City as an additional insured as evidence that he carries adequate insurance, satisfactory to the City Purchasing Agent to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the work, and to its completion and, where specified in the proposal, similar insurance to protect the owner of premises on or near where construction operations are to be performed.

### **3. Bodily Injury and Property Damage Other than Automobile:**

Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

#### **Bodily Injury Liability**

Each Person	\$5,000,000
Each Occurrence	\$5,000,000

#### **Property Damage Liability**

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

Such insurance shall include, but not be limited to, coverage for:

- a)** Underground damage to facilities due to drilling and excavating with mechanical equipment; and
- b)** Collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building, moving or demolition.
- c)** the above limits may be achieved with an Umbrella policy.

**4. Owner's Protective Liability:**

The bodily injury and property damage protection specified above shall be extended to cover the City for injuries or damages arising from work covered by the contract.

**5. Bodily Injury Liability and Property Damage Liability – Automobiles:**

Unless otherwise specifically required by special provisions in the proposal, the minimum limits of bodily injury liability and property damage liability shall be:

**Bodily Injury Liability**

Each Person	\$5,000,000
Each Occurrence	\$5,000,000

**Property Damage Liability**

Each Occurrence	\$5,000,000
-----------------	-------------

**Combined Single Limit**

Each Occurrence	\$5,000,000
-----------------	-------------

**6. Notice:**

The Contractor shall not cancel or reduce the coverage of any insurance required by this Section without providing 30-day prior written notice to the Engineer. All such insurance must include an endorsement whereby the insurer shall agree to notify the Engineer immediately of any reduction by the Contractor. The Contractor shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force.

**7. Reports:**

At the request of the Engineer, the Contractor or his insurance carrier shall report claims received, inspections made, and disposition of claims.

**G. Contractor's Responsibility for Work**

Until the final acceptance of the work by the Engineer, as evidenced in writing, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damage to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except damage to the work due to unforeseeable causes beyond the control of and without fault or negligence of the Contractor, including but not restricted to acts of God or of the public enemy, acts of the Government, slides found by the Engineer to have been unavoidable, and ordinary wear and tear on any section of road opened to traffic by order of the Engineer.

If during the construction operations the Contractor intends to drain the construction project, or parts thereof, through the existing drainage system belonging to the City or other governmental unit, or through portions of the drainage system to be built under the contract, prior arrangements for such use shall be made with, and approved by, the Engineer. The Engineer and the Contractor shall determine the condition of such facilities and make such arrangements as necessary to permit use. Before acceptance of the project, the Contractor shall clean, repair, and otherwise restore all drainage facilities used, or affected by his operations, to as good or better condition than they were prior to his use. Such drainage facilities include catch basins, manholes, sumps, sewers, lift stations,

outlets, and open drainage systems. If the Contractor fails to obtain prior approval for use of the drainage facilities, he will be held responsible for all remedial work required to restore them to a satisfactory condition, as determined by the Engineer.

In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials, and shall properly store them, if necessary, and shall provide suitable drainage of the roadway.

#### **H. Contractor's Responsibility for Utility Property and Services**

At points where the Contractor's operations are adjacent to properties of railway, telephone, water, sewer, electric, gas, petroleum, or cable television companies, hereinafter referred to as utilities, or are adjacent to other property, damage to which might result in considerable expenses, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

The Contractor shall cooperate with the owners of any underground or overhead utilities in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those utilities will not be unnecessarily interrupted. The Contractor shall arrange, through the Engineer, for the discontinuance of all utility services that are to be abandoned as part of the project. The City will hold the Contractor responsible for any claim arising from his failure to do so.

In the event of interruption to utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper utility and shall cooperate with the said utility in the restoration of service. If utility service is interrupted, repair work shall be continuous until the service is restored.

#### **I. Personal Liability of Public Officials**

In carrying out any of the provisions of these specifications, or in exercising any power or authority granted to them by or within the scope of the contract, there shall be no liability upon any officer of the City, the City Purchasing Agent, the Engineer, or their authorized representatives, either personally or as officials of the City, it being understood that in all such matters they act solely as agents and representatives of the City.

#### **J. No Waiver of Legal Rights**

The City shall not be precluded or estopped by any measurement, estimate or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any such measurement, estimate or certificate is untrue or incorrectly made, nor that the work or materials do not conform in fact to the contract. The City shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith from recovering from the Contractor and the Surety such damages as it may have sustained by reason of his failure to comply with the terms of the contract. Neither the acceptance by the Engineer or by his representative, nor any payment for, or acceptance of, the whole or any part of the work, nor any extension of time, nor any possession taken by the City shall operate as a waiver of any portion of the contract or of any power herein reserved, or any right to damages

herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

#### **K. Control of Air Pollution**

The Contractor shall comply with all Federal, State, and local laws and regulations governing the control of air pollution.

Dust Control:

During the construction of any project, adequate dust control measures shall be maintained so as not to cause detriment to the safety, health, welfare, or comfort of any person or cause damage to property or business.

#### **L. Use of Explosives**

When the use of explosives is necessary for the prosecution of the work, the Contractor shall comply with all laws, regulations, and ordinances and exercise the utmost care not to endanger life or property, including new work. The Contractor shall obtain a permit from the City Manager and provide the Engineer with due notice of where and when explosives are to be used.

#### **M. Concrete Wash Water**

Concrete wash water is generated from washing out ready-mix trucks, drums and pumps; it also includes the water from rinsing off chutes, equipment, and concrete truck exteriors. Improper disposal can clog storm drain pipes. Improper disposal of this material can end up in our lakes and streams. Operators must prevent concrete wash water from entering waterways, and storm drains. Wash out or dumping of excess concrete on private property will require approval from the property owner.

### **1.08 PROSECUTION AND PROGRESS**

#### **A. Subletting of Contract Work**

The terms "Subletting" shall be understood to mean the arrangement with any party or parties to execute a part of the contract work. Approval of the subletting of any portion thereof will not be given unless and until the Contractor shall have filed with the Engineer a true copy of the subcontract, bearing the written consent of the Surety thereto.

The Contractor shall not sublet any portion of the contract, or of the work provided therein, except the furnishing of necessary materials, without the approval of the Engineer. Such approval shall not in any way relieve the Contractor of full responsibility for the performance of the contract. The Contractor shall not sell or assign any portion of the contract without the written consent of the Engineer and the Surety.

It is expressly agreed and understood by the Contractor that a Subcontractor of work to be performed under the contract shall perform, with its own organization, not less than 50% of the total value of the contract work sublet to it. It is the intent of the contract that this requirement is also applicable to and binding upon successive subcontracts.

If the Contractor requires the Subcontractor to furnish bonds, such bonds shall not reduce the amount of the bonds required to be furnished by the Contractor.

The Engineer may direct the removal from the job forthwith of any Subcontractor or his equipment operating in violation of these requirements, and any costs or damages thereby incurred are assumed by the Contractor by the acceptance of the contract. It is further understood that the Contractor's responsibilities in the performance of his contract, in case of an approved subcontract, are the same as if he had handled the work with his own organization.

## **B. Limitations of Operations**

The Contractor shall not carry out the construction operations on Sunday, unless otherwise specified in the proposal, without permission from the Engineer except for the purpose of making emergency repairs and for the proper protection of the work such as the curing of concrete.

The Engineer reserves the right to require the Contractor to cease construction operations on legal holidays and the day following, or at such other times as may be determined to be in the interest of the general public.

In case of a dispute arising between two or more Contractors or others as to the respective rights of each under these specifications, the Engineer shall determine the matters at issue and shall define the respective rights of the various interests involved, in order to secure the completion of all parts of the work in general harmony and with satisfactory results. His decision shall be final and binding on all parties concerned and shall not in any way be cause for a claim for extra compensation by any of the parties.

## **C. Competence of Workmen**

The Contractor shall at all times employ sufficient labor and equipment for prosecuting the several classes of work to full completion in the manner and time required by the specifications.

Workmen shall have sufficient skill and experience to perform properly the work assigned to them. Workmen engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactorily.

## **D. Adequacy of methods and Equipment**

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce satisfactory results.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the contract, the Contractor is free to use any methods or equipment that he demonstrates, to the satisfaction of the Engineer and meeting all applicable safety standards and guidelines, will accomplish the contract work in conformity with the requirements of the contract.

When the contract specifies that the construction be performed by the use of certain methods and equipment, and the Contractor desires to use a method or type of equipment other than those specified in the contract, he may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the full reasons for desiring to make

the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing construction work in conformity with contract requirements. If, after reasonable trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment. The Contractor shall remove the deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the construction items involved or in contract time as a result of authorizing a change in methods or equipment under these provisions.

#### **E. Contract Time**

Contract time shall be as specified and detailed in the special conditions or information for bidders.

#### **F. Termination of Contract**

If the Contractor:

1. Fails to prosecute the work with force, equipment, or materials sufficient to complete the work within the contract time; or
2. Performs the work improperly; or
3. Discontinues the performance of the work; or
4. Neglects or refuses to remove such materials or to perform anew such work as shall have been rejected as defective and unsuitable; or
5. For any other reason fails to carry on the work in accordance with the contract; then the Engineer may give the Contractor and Surety written notice specifying the delay, neglect, or default and the action to be taken by them.

If the Contractor or Surety, within a period of ten (10) days after such notice, shall not proceed satisfactorily in accordance therewith, then the City shall have full power and authority to take the work out of the hands of the Contractor and Surety; to appropriate and use any and all materials on the ground which may be suitable; or to enter into contract or use such other methods as in its judgment may be required for the proper completion of the work; provided, if the Contractor commit any act of bankruptcy, or become insolvent or be declared bankrupt; if he shall allow any final judgment against him to remain unsatisfied for a period of five (5) days; or if he shall make an assignment for the benefit of his creditors; or if the Contractor files or if there be filed against the Contractor, proceedings for reorganization, under the Bankruptcy Act; then in any such case the City shall have full power and authority to proceed in any of the ways aforesaid, forthwith upon the delivery to the Contractor and Surety of written notice, stating the reason for said action.

In case the City takes over the uncompleted work under any of the provisions of this section, all additional costs and damages, and the costs and charges of completing the same, shall be deducted from monies due or to become due the Contractor; and if the total of such damages, costs and charges exceeds the balance of the contract price which would have been payable to the Contractor had he completed the work, then the Contractor and Surety shall, on demand, pay to the City the amount of such excess.

## **G. Failure to Complete on Time**

If the Contractor fails to complete the entire project on or before the contract time specified in the proposal or on or before the authorized extension thereof without liquidated damages, the Contractor will be charged, for each calendar day that the work shall remain uncompleted. See Table of liquidated damages in the Information for Bidders section.

Damages for failure to meet the requirements for completion of the project will not be assessed during periods of seasonal suspension.

## **1.09 MEASUREMENT AND PAYMENT**

### **A. Measurement of Quantities**

Quantities of work completed under the contract will be measured by the Engineer according to United States Standard English measures, and the units shown in the bid proposal.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

A station when used as a definition or term of measurement will be one hundred feet.

When the Method of Measurement specifies measurement in stations, miles or acres, the measurements will be horizontal measurements unless specified otherwise.

When the Method of Measurement for a particular item specifies that it will be "measured in place", linear or area measurements will be taken at the surface of the completed item, parallel to the base.

All materials which are specified for measurement by the cubic yard, loose measure, will be measured in the hauling vehicle at the location where used on the project, unless otherwise provided.

When material is measured by weight in tons, the unit shall be the ton of 2000 pounds. Actual scale weights shall be used as pay quantities for all materials which are specified for measurement by the ton.

### **C. Scope of Payment**

The Contractor shall accept the compensation, as herein provided, as full payment for furnishing all necessary materials, labor, tools, equipment and incidentals and for performing all work under the contract; also for all loss or damage arising from the nature of the work, or

from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work, until its final acceptance by the Engineer.

### **D. Payments for Increased or Decreased Quantities**

Whenever the quantity of any item of work as given in the proposal shall be increased or decreased, payment for such item of work shall be made on the basis of the actual quantity completed at the unit price for such item named in the proposal.

## **E. Payment for Extra Work**

Payment for all approved claims of extra work shall be on a force account basis. All time shall be signed for, itemized, and agreed to daily by the construction inspector and the Contractor's representative. The Contractor shall report in writing any claims for extra payment resulting from changes causing him to replace or alter work performed after plans and specifications or initial instructions were followed. The report shall contain the following detailed information:

1. Brief description of work performed.
2. Reason Contractor feels extra payment is due.
3. Name, class, dates, number of hours worked each day, total hours computed to nearest half hour, and rate for each laborer and foreman engaged.
4. Designation, number of hours computed to nearest half hour, worked each day, total hours and rental rate for each unit of equipment engaged.
5. Quantities of materials and prices.
6. Freight on materials.
7. Contractor's overhead and materials handling charges and profit.

The report shall be submitted to the Engineer within fourteen days of the date the change was completed. General contractor markup on subcontracted work shall be a maximum of five percent. The Engineer shall approve for payment only those claims and amounts which he deems valid and substantiated costs to the Contractor because of work performed by the Contractor in accordance with plans and specifications and later ordered replaced or altered. Failure to submit the reported claim within 14 days will result in the claim being denied.

## **F. Partial Payment**

Partial payments will be made as specified herein, for work completed. Processing of payments will be completed as soon as practicable, however, no claim will be considered for late payment of estimates.

Partial payments will be made at intervals of not less than two weeks on the basis of the value of work completed during the estimate period, less the percentage retained as specified herein, provided the written orders of the Engineer have been or are being prepared by the Engineer of the value of the work performed and materials complete in place in accordance with the contract. In order to receive partial payment, the Contractor must have submitted correct certified payrolls for the work period the pay request covers. From the total amount earned, the City will deduct and retain amounts in accordance with the following schedule:

The City will retain 10 percent of the amount earned up to one-half the contract price. When the Contractor has earned one-half the contract price, the amount held by the City as retention will be reduced to five percent of the amount earned, and five percent of each additional amount earned will be retained by the City until final inspection and acceptance by the Engineer.

## **G. Final Inspection, Acceptance, and Final Payment**

The Engineer shall make inspection of all work included in the contract, or such portions thereof eligible for acceptance, as soon as possible after written notification by the Contractor that the work is completed or after the Engineer's records show that the work is completed. If the work is not acceptable to the Engineer at the time of such inspection, he

will advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the Engineer.

Upon the satisfactory completion of any portion of a project and upon written approval of same by the Engineer, the Contractor may be relieved of any requirement for further work on such portions and from all responsibility therefore, except that he shall remove any obstructions and repair any damage caused by him subsequent to such approval and prior to final acceptance of the entire project.

When the work has been completed and the Engineer has ascertained that each and every part of the work has been performed in accordance with the plans and specifications, or such modifications thereof as he may have approved, the same will be accepted, and the Engineer will make a final estimate, as soon as practicable, for the completed work, and the total amount due the Contractor, less the total amount of all previous payments, will be paid subject to the following:

Final payment will not be made until the Contractor has filed with the City the consent of the Surety to payment of the final estimate and satisfactory evidence by affidavit or otherwise that all the indebtedness by reason of the contract has been fully paid or satisfactorily secured. In case such evidence is not furnished, the City may retain out of any amount due said Contractor sums sufficient to cover all alienable claims unpaid.

Any claim for additional compensation which has not been approved on or before the date that the Contractor is furnished a copy of the approved final estimate shall be considered as denied by the Engineer as of that date.

## **H. Guarantee**

The Contractor shall guarantee all material and equipment furnished and work performed for a period of two (2) years from the date of project completion. The Contractor warrants and guarantees for a period of two (2) years from the date of project completion that the completed system is free from all defects due to faulty material or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

**CITY OF MARQUETTE**  
**CHAPTER 3**  
**CONSTRUCTION CONTRACT**

**PROJECT NAME:** \_\_\_\_\_

**PROJECT NUMBERS:** \_\_\_\_\_

THIS AGREEMENT, made this \_\_\_\_\_, between the City of Marquette, a Michigan Municipal Corporation, hereinafter called the "City" of 300 W. Baraga Avenue, Marquette, MI 49855, and \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, holding license number \_\_\_\_\_, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and Agreements hereinafter mentioned, the parties hereby agree as follows:

**ARTICLE 1**

**CONTRACT DOCUMENTS**

The "Contract Documents" consist of, but are not necessarily limited to, this Agreement, the invitation to Bid, Information for Bidders, Bidders Proposal, Addenda, Specifications, Supplemental Specifications, Special Provisions, Construction Drawings, Notice to Proceed, Allowances, Finish Schedules and any additional documentation issued prior to execution of this Agreement and all Change Orders as approved by the City. These Contract Documents represent the entire Agreement and understanding between the parties hereto.

**ARTICLE 2**

**SERVICES TO BE PERFORMED BY CONTRACTOR**

Contractor agrees to perform the services specified in the "Request for Proposals" attached to this Agreement as Exhibit "A", Contractor's proposal to the City of Marquette dated \_\_\_\_\_ attached as Exhibit "B" and incorporated in this Agreement by reference. Contractor will furnish all the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described in the Contract Documents.

**ARTICLE 3**

**MATERIALS, APPLIANCES, and EMPLOYEES**

Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools and other items necessary to complete the work. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. All workmen shall be skilled in their trades.

**ARTICLE 4**

**TERM OF CONTRACT**

This Contract is intended to be a multi-year contract for the Services described in Exhibit "A" attached herinto and incorporated by reference. This Contract will terminate absolutely on \_\_\_\_\_ of the City of Marquette's budget year in which it is executed.

All records, data, video, GIS data, etc. will be completed and delivered to the City by October 31 of each calendar year.

Unless either party gives written notice on or before \_\_\_\_\_ of any year in which this Agreement is in effect, the Agreement will automatically renew for the following calendar year for up to two annual renewal terms ending \_\_\_\_\_.

The total potential obligation of the client during each term, are shown in Exhibit "B" attached hereto and incorporated by reference. Upon termination of the contract upon non-renewal or upon the end of the final renewal period allowed herein, whichever comes first, this Agreement shall terminate completely.

## **ARTICLE 5**

### **COMPENSATION**

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor the consideration set forth above as set forth in Exhibit "B" attached hereto, which is hereby incorporated by reference.

## **ARTICLE 6**

### **PAYMENTS**

The City will pay to the Contractor in the manner and at such times as set forth in the Specifications such amounts as required by the Contract documents.

## **ARTICLE 7**

### **CONTRACTOR'S OBLIGATIONS**

1. All work shall be in accordance to the provisions of the Contract Documents. All systems shall be in good working order.
2. All work shall be completed in a workmanlike manner and shall comply with all applicable laws.
3. Contractor shall obtain all necessary permits for the work to be completed.
4. Contractor shall remove all construction debris and leave the project in a "broom clean" condition.
5. Upon satisfactory payment being made for the work performed by Contractor, Contractor shall furnish a full and unconditional Release of Lien for the work of which payment has been made.
6. Safety and Fire Protection:  
The Contractor shall be responsible for safety at the construction site. The Contractor will further comply with all applicable laws, rules and regulations of the Michigan Department of State Police, Fire Marshall Division, the State Fire Safety Board, Michigan Occupational Safety and Health Administration, and Local Agencies. Precaution shall be exercised at all times for the protection of persons and of property. The safety provisions of applicable laws, rules, regulations, building and construction codes shall be followed. Safety Hazards shall be guarded in accordance with safety provisions of the Manual of Accident Prevention in Construction published by The Associated General Contractors of America to the extent that such provisions are not in conflict with applicable laws.

## **ARTICLE 8**

### **CONTRACTOR'S STATUS AS INDEPENDENT ENTITY**

The City shall not assume any liability for the Contractor in the performance of the construction project, methods, techniques, sequences or programs in connection with the project since these are solely the Contractor's responsibility.

## **ARTICLE 9**

### **CHANGE ORDERS AND PAYMENT**

A change order is any change to the original plans and/or specifications. All change orders need to be agreed upon between the parties hereto, and address additional costs, time, consideration and dates when the work will begin and be completed. Change orders are not effective unless signed by both parties who shall not unreasonably withhold approval of the same. However, should the Contractor unreasonably refuse to approve a change order reasonably and in good faith submitted by the City, the City Engineer shall be empowered to make a final and fair determination as to the necessity for the change order and the fair and equitable cost to the Contractor and shall further be empowered to issue a final payment to the Contractor. Should the Contractor refuse to accept said final payment, the funds may be deposited in an Escrow Account by the City for the benefit of the Contractor.

## **ARTICLE 10**

### **INSURANCE**

The Contractor shall purchase and maintain Workman's Compensation and Liability Insurance coverage as required by law and deemed necessary for its own protection. Said insurance shall be written by an insurance carrier having at least an "A, VII" rating. The Contractor shall further name the City as an additional insured on all applicable insurance policies covering the project. Said insurance shall be in minimum limits of at least \$5,000,000.00 for both general liability and automobile liability. The Contractor shall further maintain such insurance as will protect it from claims under worker's compensation acts and other employee benefits acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and from claims for damages to property which may arise both out of and during operations under this contract, whether such operations are by Contractor or by anyone directly or indirectly employed by the Contractor. This insurance shall be written for not less than any limits of liability specified as part of the Contract Documents. Certificates of such insurance shall be filed with the City.

## **ARTICLE 11**

### **INDEMNIFICATION**

To the extent allowed by MCL 691.991, the Contractor shall indemnify and hold harmless the City, the City's officers, directors, members, partners, agents, and employees against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the Contractor, its agents or employees, and against all claims or demands for damages arising from accidents to the Contractor, its agents or employees, whether occasioned by said Contractor or its employees or by City or its employees or any other person or persons, and the said Contractor will defend any and all suits that may be brought against the City on account of any such accidents and will make good to, and reimburse, the City for any expenditures that said City may make by

reason of such accidents; provided, however, that the Contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

## **ARTICLE 12**

### **CITY'S RIGHT TO TERMINATE THE CONTRACT**

Should the Contractor neglect to perform the work properly or fail to perform any provision of the Contract, the City, after seven (7) days' written notice to the Contractor, and its surety, if any, may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contract and take possession of all materials, tools and appliances and finish the work by such means as it sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

## **ARTICLE 13**

### **CONTRACTOR'S RIGHT TO TERMINATE CONTRACT**

Should the work be stopped by any public authority for a period of ninety (90) days or more, through no fault of the Contractor, or should the work be stopped through act or neglect of the City for a period of ninety (90) days, then the Contractor, upon seven (7) days' written notice to the City, may stop work or terminate the Contract and recover from the City payment for all work executed and any loss sustained and reasonable profit and damages.

## **ARTICLE 14**

### **ACCESS TO WORK**

The Contractor shall permit and facilitate observation of the work by the City and its agents and public authorities at all times.

## **ARTICLE 15**

### **ARBITRATION OF DISPUTES**

Any disagreement arising out of this contract or from the breach thereof shall be submitted to arbitration, and judgment upon the award rendered may be entered in the court of the forum, state or federal, having jurisdiction. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. The arbitration shall be held under the Rules of the American Arbitration Association.

## **ARTICLE 16**

### **WARRANTY**

At the completion of this project, Contractor shall execute an instrument to City warranting the project for two (2) years against defects in workmanship or materials utilized. In addition the warranty shall specifically include the replacement of concrete that spalls more than 30% per 10 foot section of curb and gutter, the replacement of concrete that spalls more than 30% per driveway apron square or sidewalk square, and

the replacement of stamped concrete that spalls more than 30% of the area between each sidewalk square and the curb. The manufacturer's warranty shall prevail.

At the time of completion, the Contractor shall furnish to the City material containing complete operation and maintenance instructions for all equipment in the project. The Contractor shall also furnish to the City at the time of completion all documents, warranties and guarantees on all equipment and services provided.

The Contractor shall re-execute any work that fails to conform to the requirements of the Contract and that appears during the progress of the work and shall remedy any defects due to faulty workmanship, which appear within a period of two (2) years from the date of completion of the Contract or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents. All equipment and materials will be warranted and guaranteed under the original equipment manufacturer's warranties and guarantees.

The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. After such repair or replacement has been satisfactorily completed, the Contractor's warranty with respect to such work repaired or replaced will be extended for an additional period of one (1) year beyond the warranty period described above. Contractor's obligations under this paragraph are in addition to any other obligation or warranty.

The terms of the Local Pavement Warranty Program adopted by the City of Marquette are hereby incorporated by reference into this contract and made a part hereof.

## **ARTICLE 17**

### **FEDERAL-AID CONTRACTS**

During the performance of every contract subject to Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to the Act, the Contractor, for itself, its assignees and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection, retention and treatment of Subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the Contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

4. **Information and Reports:**

The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:**

In the event the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a) Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b) Cancellations, termination or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:**

The Contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **ARTICLE 18**

### **INTEGRATION**

This Agreement represents the entire understanding between the parties hereto and may not be amended, except in writing that is signed by both parties hereto.

## **ARTICLE 19**

### **BINDING AGREEMENT**

This Agreement will bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

## **ARTICLE 20**

### **PURCHASING AGENT DESIGNATION AND AUTHORITY**

Mikael H. Kilpela is designated as Purchasing Agent of City and is authorized to order minor changes in the work not involving adjustment in the Contract Sum or Time of Completion and not inconsistent with the intent of the Contract Documents. Such changes will be affected by written order signed by the Purchasing Agent and shall be binding on the City and Contractor.

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**THE CITY OF MARQUETTE**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Jennifer A. Smith, Mayor  
City of Marquette

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Kyle L. Whitney, City Clerk  
City of Marquette

**\*\*\*\*\*CONTRACTOR\*\*\*\*\***

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

Its: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone#: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Suzanne C. Larsen  
City Attorney

APPROVED AS TO SUBSTANCE:

\_\_\_\_\_  
Karen M. Kovacs  
City Manager

EXHIBIT A: REQUEST FOR PROPOSALS:

EXHIBIT B: CONTRACTORS PROPOSAL OF SERVICES:

EXHIBIT B: COMPENSATION FOR SERVICES

**CITY OF MARQUETTE**  
**CHAPTER 5**  
**SPECIAL PROVISIONS**

**5.01 GENERAL DESCRIPTION**

**A.** The work under this contract shall be completed in accordance with the plans, special provisions, standard specifications, supplemental specifications, City of Marquette Standard Water and Sanitary Sewer Main Construction Specifications, the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction and the 2011 Manual of Uniform Traffic Control Devices.

**B.** No labor, equipment, or materials will be supplied by the City of Marquette.

**C.** All televising shall comply with NASSCO's Pipeline Assessment and Certification Program (PACP) and these specifications.

**5.02 SCOPE OF WORK**

The work required by this project shall consist of furnishing all labor, equipment, materials, supervision, resident notification, liquid industrial waste transportation, manifest documentation, transporters registration, insurances and the permit issued to haul liquid industrial waste in the State of Michigan, and performing all work necessary to clean, televise, produce reports, digital video, digital photos, ESRI geodatabase files and remove roots in the sanitary and storm sewer mains specified under these specifications. No other items shall be considered for payment.

**5.03 COORDINATING CLAUSE FOR UTILITIES**

**A.** The Contractor is advised of the following public utilities having underground facilities located within the contraction limits of this project.

- 1.** AT&T  
Marsha Bertoldi  
211 East B Street  
Iron Mountain, MI 49801  
(906) 779-2744  
[mb8983@att.com](mailto:mb8983@att.com)
- 2.** Spectrum Mid-America LLC  
Brian Koski  
359 U.S. 41 East  
Negaunee, MI 49866  
(906) 475-0107 ext. 1038  
[brian.koski@charter.com](mailto:brian.koski@charter.com)

3. Marquette Board of Light and Power  
Sean Seibert  
2200 Wright Street  
Marquette, MI 49855  
(906) 228-0323  
[sseibert@mblp.org](mailto:sseibert@mblp.org)
4. Peninsula Fiber Network  
Dan Nedeau  
108 W. Superior Street  
Munising, MI 49862  
(906) 387-0034  
[dnedeau@jamadots.net](mailto:dnedeau@jamadots.net)
5. SEMCO  
Jeff Gregorich  
34 U.S. 41 East  
Negaunee, MI 49866  
(810) 887-5170  
[jeffrey.gregorich@semcoenergy.com](mailto:jeffrey.gregorich@semcoenergy.com)
6. Marquette Department of Public Works  
Scott Cambensy  
1100 Wright Street  
Marquette, MI 49855  
(906) 225-8977  
[scambensy@marquettemi.gov](mailto:scambensy@marquettemi.gov)
7. Marquette Township  
Leonard Bodenus  
1000 Commerce Drive  
Marquette, MI 49855  
(906) 228-6220  
[lbodenus@marquettetownship.org](mailto:lbodenus@marquettetownship.org)
8. Northern Natural Gas  
Karen Perreault  
118 U.S. 41 East  
Negaunee, MI 49866  
(402) 530-3102  
[karen.pereault@nngco.com](mailto:karen.pereault@nngco.com)

**B. Utility Company Projects Scheduled Within the Project:**

1. The Contractor is advised that utility companies may work within the project area. The contractor shall provide coordination to accommodate this work. Said accommodation shall be considered included in the work items bid for the project.
2. Upon inspection of their facilities, utility companies may decide to replace certain items. The contractor shall coordinate his activities with such utility companies to assure the work is done in a most expeditious manner.

3. The Marquette Board of Light and Power may be burying conduits in the project area. The contractor shall coordinate this activity with the Marquette Board of Light and Power. Generally, these conduits will be placed after underground work has been completed and the final top of subbase has been trimmed. The conduits shall be in place prior to paving or pouring concrete.
4. SEMCO Energy may need to relocate natural gas main throughout the project. The contractor shall coordinate his activities with SEMCO Energy to avoid construction area conflicts.

**C.** The Contractor will be required to notify the Utility Companies 72 hours prior to performing work in areas where underground facilities are shown on the plans. If utilities are exposed during construction activities that are not shown on the plan, the Contractor shall notify the Utility Company immediately. He will be required to exercise care and caution when working in these areas. The Contractor's attention is called to the requirements of cooperation with others as covered in Article 104.07 of the MDOT Standard Specifications for Construction.

**D.** Work stoppage by employees of Utility Companies which results in a delay of utility revisions on any portion of this project may be considered the basis for a claim for an extension of time of completion, but will not be considered the basis for a claim for extra compensation or an adjustment in the Contract Unit Prices.

#### **5.04 TRAFFIC**

**A.** The Contractors schedule shall be submitted to the engineer for review prior to the start of the project.

**B.** Fire hydrants within the project area are to be kept in working order, clear and accessible. If a hydrant is required to be removed from service, it shall be covered with a waterproof bag and the Fire Department advised.

**C.** Access to private driveways and pedestrian entrances shall be maintained to the greatest extent possible, provisions for accommodation of handicapped residents shall be included. The contractor is to assure that before his activities close a private drive, there are no vehicles blocked in the driveway and the owner has been notified. The contractor shall contact all residents on the street for clarification of the need to accommodate handicapped individuals.

**D.** All signs, barricades, warning lights, and other traffic control devices shall be in accordance with the 2011 Michigan Manual of Uniform Traffic Control Devices. The contractor shall furnish, install, maintain, reposition as required, and remove all traffic control devices used on this project. Prior to removal of construction signs the contractor shall coordinate with the Engineer and the City Department of Public Works for placement of permanent signs. All signs shall be post mounted at 7 feet minimum bottom height. All necessary traffic control measures will be paid for at the contract unit price for the contract items. Contractor must provide a certificate on maintenance of all electronic devices a minimum of once each week. The Contractor should refer to Section 812 of the 2020 MDOT Standard Specifications for Construction and the modifications contained in the supplemental specifications for measurement and payment.

**E.** The closing of any intersection shall require Type III (MDOT) barricades, lighted, as construction operations warrant. The Contractor shall notify the Engineer in writing of his construction operations schedule prior to commencing construction in all areas.

**F.** Detours shall be signed and maintained as indicated in the plans, or as approved by the Engineer from the construction schedule supplied by the contractor. Placement and maintenance of detour signing, maintenance of the detour route, removal, storage and relocation for subsequent detour route reuse along with the associated maintenance will all be included in the work of the temporary signing item(s) at the contract amount bid.

**G.** Pedestrian access to all businesses and residences along the project shall be maintained at all times except as approved by the engineer for spot construction activities. This access shall include special considerations for handicap access. It shall include access along the project at the sidewalk location on each side of the street and also street crossings at each intersection and at mid-block. Pedestrian access shall be provided by boardwalks, carpet, or other methods and materials suitable for use by those individuals in the area. These items shall meet the approval of the Engineer. The contractor shall include proposed materials along with shop drawings demonstrating dimensions of the structures and materials to be used for review at the preconstruction conference. No additional payment shall be made for these items but shall be considered included in the items of work bid.

The contractor shall protect the public wherever a hazardous condition exists. The contractor shall inspect the site before leaving the site for the day to assure that all hazardous areas are fenced or appropriately protected.

**H.** All traffic control devices in work zones must be crashworthy. This includes temporary signs, cones, drums with or without lights and Type III barricades. The requirements and criteria can be found in the National Cooperative Highway Research Program (NCHRP), Report 350. This report is intended to identify and improve safety features of traffic control devices used in the highway environment.

Contractors and suppliers involved in City of Marquette construction projects are required to meet NCHRP 350 effective January 2011.

All contractors that use traffic control devices (i.e.: portable signs, cones, drums with or without lights and Type III barricades in work zones should contact their device suppliers and ask for a letter of certification that their devices are crashworthy. If any of these devices are built by the contractor, then the device must either be crash tested or built according to existing crashworthy designs that meet the NCHRP 350 standard. Certification letter(s) shall be retained by the company and provided to the City of Marquette.

## **5.05 PRECONSTRUCTION AND PROGRESS MEETINGS**

### **A. Preconstruction Meetings**

Before any work is commenced under the contract, a preconstruction meeting between representatives of the Contractor, the City Engineering Department, and the City's Representative shall be held at the Engineering Department, 1100 Wright Street, at the date and time specified in the information for bidders or at a time and date mutually agreed upon, but not later than 10 working days after acceptance by the City Commission. At this time, the requirements of the contract, proposed schedule, construction methods and the contract

documents shall be discussed in order to obtain a mutual understanding of the overall construction.

The contractor shall submit in writing at the pre-construction meeting the following information:

1. Proposed schedule of construction – (Critical Path Method)
2. Proposed sources of material
3. List of Subcontractors
4. Superintendent for the project
5. Supervisor in charge of the job site
6. Emergency phone numbers for contractor(s)
7. Company's Damage Claim Policy
8. Company's Confined Space Entry Policy
9. Proposed summary of equipment rental rates (Blue Book Rates)
10. Example of resident notification letter or door hanger.
11. Shop Drawings/catalogue cuts, submittals and certifications, and the pre-approved materials form.

## **B. Progress Meetings**

Progress meetings shall be held on a weekly basis, or as determined by the Owner. Meetings shall be held at the office of the Engineer, or other suitable, agreed upon location. Representatives of the Owner, the Engineer, and the contractor including any subcontractors, shall attend the progress meetings.

In addition, the meetings shall be open to the general public, especially the residents and property owners affected by the project. At these meetings, the parties to the contract shall listen to the public needs and make such accommodations as are appropriate.

## **5.06 NOTICE TO PROCEED**

After the preconstruction meeting is held and after receipt of the required bonds and insurance, approved construction schedule, shop drawings/catalogue cuts, submittals and certifications, the City Engineer will within 5 calendar days, issue a notice to proceed on the project. Such notice shall be issued in duplicate and the contractor shall affix to one copy the date received and his signature and return that copy to the City Engineer. The Contractor shall commence work on the project within ten days of receipt of the notice to proceed or as agreed in accordance with the contractors approved schedule. Should the Engineer fail to issue such notice to proceed, the Engineer will inform the Contractor as to why the City is not prepared to proceed.

## **5.07 PROSECUTION, PROGRESS & LIQUIDATED DAMAGES**

Should the contractor fail to complete the work as specified by the contract completion date, liquidated damages will be assessed at the rate shown in table 1.08 below, until the specific requirement is met. If the job is phased with project milestones the "Time For Completion – Phased Construction" schedule and the "Liquidated Damages – Phased Work" schedule detailed in the INFORMATION FOR BIDDERS SECTION OF THIS CONTRACT will take precedent over the below table. Completion shall mean the completion of all work including the final placement of topsoil and sod unless the scope of work is detailed differently under provision 5.03 of these contract documents.

Original Contract Amount (\$)	Liquid Damages per Calendar Day (\$)
0 to 49,999	200
50,000 to 99,999	400
100,000 to 499,999	600
500,000 to 999,999	900
1,000,000 to 1,999,999	1,300
2,000,000 to 4,999,999	1,550
5,000,000 to 9,999,999	2,650
10,000,000 and above	3,000

Table 1.08-1 Schedule of Liquidated Damages

The Engineer will prepare a Punch List only after the work is complete and the Prime Contractor(s) has notified the Engineer, in writing, that the project is ready for review. The Contractor(s) shall do all corrective work within two and one half (2-1/2) weeks after receiving the list. The Prime Contractor(s) shall be responsible for his own and all of the work assigned to him. The Prime Contractor shall also be responsible for his subcontractor's work. If the corrective work is not completed within the 2-1/2 weeks, liquidated damages will be assessed at one-half the above schedule of liquidated damages until final completion. Re-inspection procedure: The Engineer will re-inspect the work upon receipt of notice that the work has been completed, except items whose completion has been delayed because of circumstances acceptable to the Engineer. Upon completion of re-inspection, the Engineer will prepare a certificate of final acceptance, or advise the contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

If the Engineer finds that the work is still incomplete upon the re-inspection of the punch list items, necessitated by unsatisfactory workmanship, construction practices, or failure to adhere to the "Punch List" requirements all additional inspections will be performed for a re-inspection fee of (\$150.00). This fee will be taken off any funds due to the contractor.

## **5.08 CONTRACTOR RESPONSIBILITY FOR HOLIDAY, NIGHT, AND WEEKEND**

### **PROBLEMS**

It shall be the Contractor's responsibility to keep all construction areas accessible to the public when streets are not closed. It shall be the Contractor's responsibility to notify the Engineer and the Marquette Police Department of a person responsible to be on call in the City of Marquette during weekends, holidays, and during the night. Failure to designate a responsible person will result in a penalty to the Contractor. If a problem results in no action by the Contractor during the weekend, holiday, or night hours within 3 hours of notification by the Engineer or Marquette Police Department, or if the responsible party cannot be reached, the Contractor will be assessed all costs incurred by the City of Marquette plus \$100.00 damages that will be deducted from the progress payments.

### **5.09 RESIDENT NOTIFICATION**

The contractor shall be required to notify all affected residents in those areas in which there is a history of backups due to past high-pressure jet rodding activities or due to the elevation difference of the sanitary and storm sewer main and the home being serviced. The contractor shall provide in writing at least twenty-four (24) hours in advance to these residents of the possible effects of this process and discuss ways that they can help to lessen

or negate any impacts. The written notification shall provide residents with (1) the nature and duration of the process, (2) how to lessen or negate effects of this process, and (3) the name, address, and telephone numbers of the Contractor, the Engineer, and appropriate City departments. The form of notification shall be submitted to the Owner for approval at the preconstruction conference. Failure to do so will result in the work stoppage of that particular portion of the work and will not be considered a claim for extension of contract time. Notices will be hand-delivered and securely placed in the doorway or as a door hanger.

For those cases where the property being affected has multiple housing units such as apartment complexes or multi-family rentals the owner of the property being affected will be notified per the same requirements as the residential notice.

#### **5.10 CONFINED SPACE ENTRY POLICY**

The City of Marquette has implemented a confined space entry policy in accordance with MIOSHA – STD – 1160. Confined Space Entry (29 CFR 1910.46).

The City is required to inform all contractors that the City has a permit required before entry into confined spaces. The contractor shall be required to provide the City with a confined space entry policy in accordance with MIOSHA regulation 29 CFR 1910.146, for approval.

The City Inspector shall have the authority to stop work within confined space areas and require that the contractor follow the approved policy prior to continuing work. Any delays or added costs shall be the responsibility of the Contractor.

#### **5.11 DOCUMENTS TO SUBMIT WITH CERTIFIED PAYROLLS**

The Contractor shall give the City Engineer or project manager the following documents with the first certified payroll:

**A. Fringe benefit statement.**

1. Contractor or subcontractor name.
2. Project name
3. General Decision Number
4. Date
5. Employee's name, last 4 digits of social security number, address, work classification.
6. Breakdown of employee's fringe benefits.
7. Hourly pay to include rate and fringe amount.
8. Overtime pay to include rate and fringe amount.

**B. W-9 form.**

Each certified payroll will be submitted on the U.S. Department of Labor Form WH-347 or equal form. The weekly certified payroll will be numbered sequentially starting with #1. For those weeks where no work was completed, the certified payroll will be submitted with **“NO WORK COMPLETED”** across the form.

The subcontractor will submit the above documents to the contractor. These documents will subsequently be forwarded to the City Engineer or project manager.

The contractor will include with each certified payroll the Michigan Department of Transportation's Form 1955.

**CITY OF MARQUETTE**  
**CHAPTER 6**  
**STANDARD SPECIFICATIONS**

**6.01 SANITARY AND STORM SEWER CLEANING & TELEVISION**

6.01.01 Scope of Work

**A.** The work required by this project shall consist of furnishing all labor, equipment, materials, supervision, liquid industrial waste transportation, manifest documentation, transporters registration, insurances, and the permit issued to haul liquid industrial waste in the State of Michigan, and performing all work necessary to clean, televise, and remove roots in accordance with the following Technical Specifications. The work shall consist of, but not necessarily be limited to, performing the following work tasks where specified:

1. Line Cleaning-Root Removal/Liquid Industrial Waste Transportation and Manifest Documentation.
2. Flow Control
3. Contractor must perform a quality inspection utilizing a digital sewer pipe inspection system that can operate at a high rate of inspection speed while providing superior imagery as compared to traditional CCTV.

The quality of all work specified in this section shall meet or exceed the requirements of the National Association of Sewer Service Companies (NASSCO) Recommended Specifications for Sewer Collection System Rehabilitation (latest edition), except as described in this section. Applicable portions of this section that inadvertently fall below those standards shall be corrected and maintained at the NASSCO standards as a minimum requirement, at no additional cost to the City.

Information concerning depths of flow, manhole depths, air quality in the sewers, accessibility of manholes, traffic conditions, and other safety considerations are to be the sole responsibility of the Contractor to obtain and to incorporate the necessary provisions into the overall contract price to complete the specified work under the conditions existing in the sewer to be inspected.

**6.01.02 Requirements**

**A.** Sewer Line Cleaning shall be performed by hydraulically propelled or mechanically operated cleaning equipment. Selection of equipment shall be based on such field conditions as access availability to manholes, type of debris to be removed, depth of sewer flow, etc.

**B.** Sewer Flow Control shall be accomplished as required and at the direction of the Owner's Representative.

**C.** The inspection camera system must be 100% digital and in color. Any analog or NTSC video camera will be deemed unacceptable. All inspection video shall be captured and saved with the ability to virtually pan, tilt and view in an unfolded format. With approval from the Engineer, exceptions may be made for either MPEG or Windows Media Video (.WMV) file format. All files shall be saved on the portable hard

drive with a USB 2.0 connection for submittal with each inspected mainline sewer reach, referenced manhole to manhole, and each sewer lateral connection referenced from the manhole. digital photographs (.JPG files), inspection reports (.PDF files), and any handwritten inspection logs or field maps shall accompany the video inspections for reach sewer reach (manhole-to-manhole or lateral inspected).

**D.** Contractor shall provide inspection video, data, and reports in accordance with the requirements specified herein. Contractor shall provide all video on a portable hard drive as specified. All work will conform to the current NASSCO Pipeline Assessment Certification Program (PACP) coding conventions and all software used by the Contractor will be PACP compliant. An electronic database will be provided by the Contractor in a PACP exported format approved by the City.

**E.** Submit ESRI geodatabase files of televising and inspection records. The Engineer will provide spatially referenced geodatabase feature files of manhole and sewer lines for use by the Contractor. The contractor will provide ESRI geodatabase files to the Engineer that shall include points along the mainline sewer indicating the location of factory taps, roots, failed joints, or any other feature where a MACP or PACP code is recorded as a part of the sewer inspection. The geodatabase files shall include the following information: manhole number, observation date, observation time, PACP/MACP Code, PACP/MACP score, remarks or notes, name and certification number of the inspector, report sheet number, video number, and Client name/location. In addition, pipe reports, screenshots, or photos of the observation (factory taps, joints, plugs, etc), and videos shall be hyperlinked to the features in the ESRI geodatabase files.

**F.** Contractor shall maintain a copy of all inspection records including video files, photographs, database, and reports for a minimum of 3 years after completion of the inspection work.

**G.** The contractor shall provide comments as necessary to fully describe the existing conditions of the sewer on the inspection forms.

**H.** Contractor shall be responsible for modifications of equipment and/or inspection procedures to achieve report material of acceptable quality.

**I.** No work shall commence prior to the approval of the submitted material by the City. Once accepted, the report material shall serve as a standard for the remaining work.

### **6.01.03 Sewer Line Cleaning**

#### **A. Intent**

The intent of sewer line cleaning is to remove foreign materials from the lines. Since the success of the other phases of work depends a great deal on the cleanliness of the lines, the importance of this phase of the operation is emphasized. It is recognized that there are some conditions such as broken pipe and major blockages that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor

will not be required to clean those specific manhole sections. If in the course of normal cleaning operations, damage does result from preexisting and unforeseen conditions such as broken pipe, the Contractor will not be held responsible.

## **B. Sewer Cleaning**

The designated sanitary sewer sections shall be cleaned using mechanically powered, hydraulically propelled, or high-velocity sewer cleaning equipment, as specified. Selection of the equipment used shall be based on the conditions of the lines at the time the work commences. The equipment and methods selected shall be satisfactory to the Owner's representative. The equipment selected for cleaning shall be capable of removing dirt, grease, rocks, sand, and other deleterious materials and obstructions from the sewer lines and manholes. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be re-setup on the other manhole and cleaning again attempted. If again, successful cleaning cannot be performed or the equipment fails to traverse the entire manhole, it will be assumed that a major blockage exists, and the cleaning effort shall be abandoned.

Large Diameter Cleaning (Greater Than 30 Inches): For cleaning large diameter sewer, storm, or combination pipes, consideration should be given to a combination hydraulic high-volume water and solids separation system. The flow from the sewer will provide water for the pump operation so no potable water is necessary and treatment costs are not a factor. Water volume of up to 250 gpm at 2000 PSI+ will move solids to the downstream manhole in high flow conditions. The separation system will dewater solids to 95% (passing a paint filter test) and transfer them to a dump truck for transport to a sewage treatment plant or approved landfill. Sewer water will be filtered to a point where it can be used in the pump for continuous cleaning. No by-passing of sewer flows will be necessary. The unit shall be capable of 24-hour operation and the unit shall not leave the manhole until a section is fully cleaned.

## **C. Material Removal**

All sludge, dirt, sand rocks, grease, and other solid or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section which could cause line stoppages, accumulations of sand in wet wells, or damage to pumping equipment shall not be permitted.

## **D. Disposal of Materials**

All solids or semi-solids resulting from the cleaning operations shall be removed from the site and disposed of in a manner and at a site designated by the Owner. All materials shall be removed from the site no less often than at the end of each workday. Under NO circumstances will the Contractor be allowed to accumulate debris, etc., on the site of work beyond the stated time, except in totally enclosed containers and as approved by the Owner.

### **E. Liquid Industrial Waste Transportation and Manifest Requirements**

The contractor shall be in compliance with the State of Michigan Department of Great Lakes and Energy and the Environmental Protection Agency regarding the transportation and manifest reporting requirements for liquid industrial waste. The contractor shall provide to the City of Marquette copies of all completed manifest forms for liquid industrial waste transportation and designated site deliveries. The contractor shall provide a copy of the transporter's registration, insurances, and the permit issued to haul liquid industrial waste in the State of Michigan. The contractor shall coordinate with the City of Marquette Waste Water Treatment Plant for liquid industrial waste deliveries and fees associated with these deliveries. The contractor can refer to the "Natural Resources and Environmental Protection Act 451 part 121 and 111 of 1994" for information and guidelines for the State of Michigan.

### **F. Cleaning Precautions**

During all sewer cleaning operations, satisfactory precautions shall be taken to protect the sewer lines from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools, which depend upon water pressure to provide their cleaning force or any tools which retard the flow of water in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding to public or private property being served by the manhole section involved. The flow of sewage in the sewer lines shall be utilized to provide necessary pressures for hydraulic cleaning devices whenever possible. When additional quantities of water from fire hydrants are necessary to avoid delay in normal working procedures, the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant nor shall a hydrant be used for the purpose described unless a vacuum break is provided.

### **G. Root Removal**

Roots shall be removed in sections where root intrusion is a problem. Special precautions should be exercised during the cleaning operation to assure the almost complete removal of visible roots from the joint area. Procedures may include the use of mechanical devices such as rodding machines, expanding root cutters, porcupines, and hydraulic procedures such as high-pressure jet cleaners. Televising after root removal will be required to ensure all roots have been removed.

### **H. Final Acceptance**

Acceptance of this portion of the work shall be made upon the successful completion of the television inspection and shall be to the satisfaction of the Owner's representative.

## **I. Cleaning Equipment**

### **1. Hydraulic Cleaning Equipment**

The equipment used shall be of a movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the sewer. The movable dam shall be the same diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to ensure total removal of the grease. If sewer cleaning balls or other such equipment, which cannot be collapsed instantly, are used, special precautions against flooding of the sewers and public or private property, shall be taken.

### **2. High-Velocity Hydro-Cleaning Equipment**

All velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more high-velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 degrees to 45 degrees in all size lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a long-distance solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel. All controls shall be located so that the equipment can be operated above the ground.

### **3. Mechanical Cleaning Equipment**

Bucket machines shall be in pairs with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive that could cause damage to the pipe will not be allowed. A power rodding machine shall be either a sectional or continuous type capable of holding a minimum of 750 feet of rod. The rod shall be specifically treated steel. To ensure safe operation, the machine shall have a fully enclosed body and an automatic safety throw-out clutch or relief valve.

## **6.01.04 Sewer Flow Control**

### **SCOPE OF WORK**

**A.** When sewer line flows at the upstream manhole of the manhole section being worked are above the maximum allowable requirements for television inspection, joint treating, or joint sealing, the flows shall be reduced to the levels shown in section B by manual operation of pump stations. Plugging/Blocking of the flows or by Pumping/Bypassing of the flows, as specified.

**B.** Each sewer to be televised shall be suitably isolated to eliminate or control flow during Video inspection or panoramic inspection to allow for the entire circumference of the pipe to be viewed.

### **C. Plugging or Blocking**

A sewer line plug shall be inserted into the line at a manhole upstream from the section being inspected and/or sealed. The plug shall be so designed that all or any portion of the sewage flows can be released. During the inspection, testing, or sealing portion of the operation, flows shall be shut off or reduced to within the maximum flow

limits specified in B. After the work tasks have been completed, flows shall be restored to normal.

#### **D. Pumping and Bypassing**

When pumping/bypassing is required, the Contractor shall supply the necessary pumps, conduits, and other equipment to divert the flow of sewage around the manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flows plus additional flow that may occur during periods of a rainstorm. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. If pumping is required on a 24-hour basis, all engines shall be equipped in a manner to keep the pump noise at a minimum.

#### **E. Flow Control Precautions**

Whenever flows in a sewer line are blocked, plugged, or bypassed, sufficient precautions must be taken to protect the sewer lines from damage that might be inflicted by excessive sewer surcharging. Further, precautions must be taken to ensure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved.

#### **6.01.05 Television Inspection**

**A.** The designated manhole sections cleaned are to be visually inspected by means of closed-circuit television. The inspection will be done one manhole section at a time and the flow in the section being inspected will be suitably controlled, as specified in Section 6.01.04. The work is intended to assist the owner in determining the condition of the pipe run per NASSCO grade analysis. In addition, the work will assist the owner in determining any necessary repairs needed for the existing system and an accurate record of all lateral connections.

#### **B. Closed Circuit Television Camera**

The television camera used for the inspection shall be one specifically designed and constructed for sanitary sewer inspection. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100 percent humidity/submerged conditions. The CCTV camera equipment will provide a view of the pipe ahead of the equipment and of features to the side of the equipment through turning and rotation of the lens. The camera shall be capable of tilting at right angles along the axis of the pipe while panning the camera lens through a full circle about the circumference of the pipe. The lights on the camera shall also be capable of panning 90-degrees to the axis of the pipe. The radial view camera must be solid state color and have remote control of the rotational lens. The camera shall be capable of viewing the complete circumference of the pipe and manhole structure, including the cone section or corbel. Cameras incorporating mirrors for viewing sides or using exposed rotating heads are not acceptable. The camera lens shall be an auto-iris type with remote-controlled manual override. If the equipment proves to be unsatisfactory, it shall be replaced with adequate equipment. The camera unit shall

have sufficient quantities of line and video cable to inspect two complete, consecutive sewer reaches with access approximately 750 feet apart. The camera, television monitor, and other components of the video system shall be capable of producing picture quality to the satisfaction of the City. The television camera, electronic systems, and monitor shall provide an image that meets the following specifications, or approved equal:

- 1.** The grayscale shall show equal changes in brightness ranging from black to white with a minimum of five stages.
- 2.** With the monitor control correctly adjusted, the six colors - Yellow, Cyan, Green, Magenta, Red, and Blue, plus black and white shall be clearly resolved with the primary colors in order of decreasing luminance. The grayscale shall appear in contrasting shades of gray with no color tint.
- 3.** The picture shall show no convergence or divergence over the whole of the picture. The monitor shall be at least 13 inches diagonally across the picture tube.
- 4.** The live picture on the CCTV monitor shall be capable of registering a minimum of 470 lines horizontal resolution and be a clear, stable image with no interference.
- 5.** The inspection camera system must have two independently or simultaneously controlled digital cameras, one facing in the forward direction and one facing in the rear direction. Each camera must have a minimum of a 185-degree field of view.
- 6.** Lighting intensity shall be remote controlled and shall be adjusted to minimize reflective glare. Lighting and camera quality shall provide a clear, in-focus picture of the entire inside periphery of the sewers and laterals for all conditions except submergence. Under ideal conditions (no fog in the sewer) the camera lighting shall allow a clear picture up to five pipe diameter lengths away for the entire periphery of the sewer. The lighting shall provide uniform light free from shadows or hot spots.
- 7.** The inspection camera system must illuminate the interior of the pipeline using a xenon strobe light. The light shall be positioned 360 degrees around the camera lens to distribute the light evenly onto the pipe walls. The lighting must be able to illuminate pipe from 8" to 48" in diameter without the need for any auxiliary lighting. Any systems not using strobe light technology will be deemed unacceptable due to motion blur during imaging recording.
- 8.** The inspection camera system must provide a minimum of 3000 lines of vertical resolution in the side view and a minimum of 500 lines in the perspective view.
- 9.** The inspection system shall produce individual images or frames with no more than 0.001 inches of tractor movement during image or frame exposure to produce crisp, clear images.
- 10.** The monitor and software shall also be able to capture and save screen images of typical sewer details and all defects. Screen images shall be embedded into the pipe inspection report document submitted with the inspection video.
- 11.** The video camera shall be capable of displaying on-screen data as specified in section 6.01.10. Depth gage: The camera shall have a depth gage or approved method to measure deflection in the pipe and joint separation approved by the County.
- 12.** The camera shall have zoom capabilities to be able to view the entire depth of a 20-foot deep manhole from the bottom during the inspection.
- 13.** The inspection system must be able to collect all necessary data in either the forward or reverse tractor direction. Systems collecting data only in the reverse direction will be deemed unacceptable.

### **C. Video Capture System**

The video and audio recordings of the sewer inspections shall be made using digital video equipment. A video enhancer may be used in conjunction with, but not in lieu of, the required equipment. The digital recording equipment shall capture sewer inspection on hard drives, with each sewer reach inspection recorded as an individual movie file (.MPEG, .MPG, or .WMV) or approved equal. The video files will be named in accordance with the City file naming convention contained in section 6.01.10.

1. The video file names will be referenced in the inspection database and in an inspection report generated in PDF format. The pipeline collection and real-time video capture and data acquisition systems shall be provided.
2. The system shall use the most current PACP compliant application software and shall be fully object oriented or approved equal. It shall be capable of printing pipeline inspection reports with captured images of defects or other related significant visual information on a standard color printer.
3. The imaging capture system shall store digitized color picture images and be saved in digital format on a hard drive, or approved equal. Also, this system shall have the capability to supply the City with inspection data reports for each line segment.
4. The contractor shall have the ability to store the compressed video files in industry standard and approved City format and be transferable with the PACP compliant inspection database.
5. The contractor's equipment shall have the ability to "Link". "Linking" is defined as storing the video time frame code with each observation or defect with the ability to navigate from/to any previously recorded observation or defect instantaneously.
6. The system shall be able to produce data reports to include, at a minimum, all observation points, and pertinent data. All data reports shall match the defect severity codes in accordance with PACP naming conventions.
7. The data-sorting program shall be capable of sorting all data stored using generic sort key and user-defined sort fields.
8. Camera footage, date & manhole numbers shall be maintained in real-time and shall be displayed on the video monitor as well as the video character generators illuminated footage display at the control console.
9. Digital video shall be defined as ISO-MPEG Level 1 (MPEG-1) coding having a resolution of 352 pixels (x) by 240 pixels (y) (minimum) and an encoded frame rate of 29.97 frames per second. The digital recording shall include both audio and video information that accurately reproduces the original picture and sound of the video inspection. The video portion of the digital recording shall be free of electrical interference and shall produce a clear and stable image. The audio portion shall be sufficiently free of background and electrical noise so as to produce an oral report that is clear and discernible.
10. Contractor is responsible for reviewing collected data, coding observations, and completing a full PACP evaluation of each inspected pipeline. However, the City must have the ability to view the digital film file in the way that the contractor can view them, including full control of the virtual pan and tilt.
11. The digital film files must include an unfolded view of the pipeline with a minimum of 3000 lines of vertical resolution.

12. The digital film files must include an unfolded view overview of the entire pipeline to view the entire pipe segment at one time.
13. The digital file files must include a distortion-free virtual pan and tilt allowing the review and the City to view 100% of the pipe wall from any perspective. The virtual pan and tilt must be able to view 360 degrees in any direction while maintaining an always-upright image. The virtual pan and tilt must consist of views from the front and rear camera, any virtual pan and tilts that artificially create this view from a single camera will be deemed unacceptable due to distorted images on the direct side viewing and inability to view into laterals and other observations.
14. The virtual pan and tilt and forward/reverse direction of the images must be able to be controlled from a computer mouse.
15. The virtual pan and tilt and unfolded views must be able to be viewable by the City without the need of purchasing additional software. Film files must be able to be integrated into City's other databases.
16. The Contractor must use digital panoramic compatible software with PACP templates for feature and defect coding. The panoramic module must also be used to ensure that film files are properly reviewed with the highest accuracy possible.
17. Inspection software shall be PACP compliant versions of CUES Granite XP, WinCam, Flexidata, MuniXS, ITpipes, or approved equal.
18. The CCTV equipment/software shall be capable of producing digitized images of all sewer line defects, manhole defects, and sewer line service connections in .jpeg format. CONTRACTOR shall plan to take digital still images of each defect, construction features, and service connection to clearly depict it. More images may be necessary depending upon the condition of the pipe.

**D. Documentation of television results** shall be as follows:

The CCTV system shall be capable of printing pipeline inspection reports with pipeline schematics and captured images of defects and other related significant visual information. The system shall have the ability to display any combination of the following formats and features simultaneously.

The following information is required for all pipe inspections. Inspection Information – Refers to the area of pipe to be inspected between two manholes.

<b>PACP Field No</b>	<b>Description</b>	<b>Mandatory</b>	<b>Required for This Project</b>
1	<b>Surveyed By (Operator/Surveyor's Name)</b>	<b>X</b>	
2	<b>Certificate Number</b>	<b>X</b>	
4	Reviewer Certificate Number		<b>X</b>
11	<b>Date</b>	<b>X</b>	
13	<b>Sheet Number</b>		
14	Weather		<b>X</b>
15	<b>Pre-Cleaning</b>	<b>X</b>	
17	Flow Control		<b>X</b>
18	Purpose of Survey		<b>X</b>
19	<b>Direction of Survey</b>	<b>X</b>	
21	<b>Inspection Status</b>	<b>X</b>	
26	<b>Street (Name and Number)</b>	<b>X</b>	
27	<b>City</b>	<b>X</b>	
28	Location Code		<b>X</b>
30	<b>Pipe Use</b>	<b>X</b>	
31	<b>Height (Diameter)</b>	<b>X</b>	
32	<b>Width</b>	<b>X</b>	
33	<b>Shape</b>	<b>X</b>	
34	<b>Material</b>	<b>X</b>	
35	Lining Method		<b>X</b>
37	Pipe Joint Length		<b>X</b>
39	Length Surveyed		<b>X</b>
42	<b>Upstream Manhole (MH) Number</b>	<b>X</b>	
43	Upstream MH Rim to Invert		
49	<b>Downstream Manhole (MH) Number</b>	<b>X</b>	
50	Downstream MH Rim to Invert		
59	Additional Information		<b>X</b>

## **H. Observation Data**

Refers to the portion of pipe where an observation is discovered. Observations shall be noted by text descriptions and observation or defect codes number using PACP codes, still frame pictures and video clips captured and recorded. Each observation shall include the following:

1. Actual Observation footage:
2. Video reference:
3. Location of defect; clock position:
4. Code (Group/Description/Modifier/Severity)
5. Whether it is a continuous defect
6. Whether the defect occurs at a joint
7. Severity level:
8. Final footage:
9. Video clip ID for each observation
10. Image reference (file name of photos)
11. Remarks (as appropriate or needed)
12. PACP defect score for pipe run

## **I. Formats**

Standard and/or custom-designed reports shall have the following formats available and shall be able to be produced in hard copy or viewed on the monitor.

### **1. Site Observation**

Displays detailed site observation reports in landscape or portrait views.

### **2. Directory Report**

Displays a list of all the projects sorted by pump station number and manhole number.

### **3. Picture Reports**

Displays site data and include full-size single photos or half-size double photos of discrepancies.

### **4. Pipe Run**

Displays a graphical display of the site indicating footage, observations, and comments.

### **5. Project Data**

Displays the project, client, and contractor information.

### **6. Custom Sort**

Creates user-defined reports of selected site, project, and observation data.

## **6.01.06 Pipe Inspection Execution**

**A.** Prior to inspection the CONTRACTOR shall obtain pipe and manhole identification numbers from the City of Marquette to be used during inspections. Inspections performed using identification numbers other than the Cities assigned numbers will be rejected.

**B.** Inspection shall not commence until the sewer section to be televised has been completely cleaned in conformance with Section 6.01.03.

**C.** Inspection of newly installed sewers (not yet in service) shall not begin prior to completion of the following:

1. Pipe air testing
2. All manhole work, including installation of inverts
3. Installation of all lateral services
4. Vacuum tests of all manholes
5. Deflection Testing

**D.** After the sewer main and/or lateral cleaning operation is completed, the line sections shall be visually inspected internally by means of color closed-circuit television. The television inspection shall be performed one line section at a time.

**E.** CONTRACTOR shall perform sewer televising work within 24 hours of said sewer being cleaned. If said sewer is not televised within the required 24-hour time limit, the sewer shall be re-cleaned prior to televising at no additional expense to the City.

**F.** The depth of each manhole shall be measured to the nearest 1/10 of a foot and documented on the inspection forms. Estimates of manhole depths will not be accepted.

**G.** The CCTV camera shall be positioned as close to the spring line as possible while maintaining the required equipment stability.

**H.** Wherever possible, the inspections shall be performed in the upstream to downstream direction. All sewer segments shall be recorded in a logical order in the same direction they are cleaned and televised.

**I.** In the event that access to some manholes is restricted, permission may be granted by the City to direct the camera through the sewer in an upstream direction against the flow.

**J.** When sewer conditions prevent forward movement of the camera, the camera shall be withdrawn, and the CONTRACTOR shall televise the line from the opposite direction.

**K.** The camera shall be directed through the sewer in a downstream direction, with the flow, at a uniform, slow rate. In no case will the video camera record while moving at a speed greater than 30 feet per minute. If during the course of the project, the inspection is rejected due to camera speeds exceeding 30 feet per minute, the inspection recordings shall be redone, at no additional cost to the City.

**L.** If a new manhole is discovered in the field that was not on current maps, the CONTRACTOR will contact the City in order to obtain a new manhole identification number. The data/video files shall then be re-named to include the new MH ID, and a new CCTV inspection shall be started from the new MH ID.

**M.** Flow levels within existing sewers to be inspected shall not exceed 5% of the pipe diameter. If water levels prevent adequate televising of the sewer, then conducting the work during low flow periods or other methods like plugging and bypass pumping shall be implemented.

**N.** For inspection of new sewers (not yet in service), the CONTRACTOR shall introduce clean water into the upstream manhole and keep water flowing until flow is observed at the downstream manhole location.

**O.** The survey unit shall be slowed, stopped, or backed up to perform detailed inspections of significant features. The camera shall be stopped at all defects, changes in material, water level, size, side connections, manholes, junctions, or other unusual areas. When stopped at the defect or feature, the operator shall pan the camera to the area and along the circumference of the pipe.

**P.** The camera unit shall be paused long enough at areas suspected of leaking to determine if a leak exists currently or if deposits have occurred.

**Q.** The operator shall also record audio of the type of defect or feature, clock position, footage, extent, or other pertinent data.

**R.** Digital photographs or screen captures shall be taken of all laterals, defects and general condition photographs shall be taken at least every 200 feet.

**S.** At the contractor's discretion or direction of the owner, the camera shall be stopped or backed up (when conditions allow) to view and analyze conditions that appear to be unusual or uncommon for a sound sewer. The lens and lighting shall be readjusted, if need be, in order to ensure a clear, distinct, and properly lighted feature. Stopping points of interest will include:

**U.** Video recordings shall include a continuous video display/readout of similar information, as described in section 6.01.07. A separate digital video file shall be made for each pipe reach inspected.

**V.** CONTRACTOR shall coordinate with ENGINEER prior to commencement of work to ensure the inspection is accomplished in a manner acceptable to the ENGINEER.

**W.** If the video and/or audio recording is of poor quality, the ENGINEER has the right to require a re-submittal of the affected sewer sections and no payment will be made until an acceptable video and audio recording is made, submitted to, and accepted by the ENGINEER.

**X.** Measurement for the location of defects and actual length of pipe shall be by means of a calibrated meter on the camera with a digital readout on the video monitor. This readout shall be included in the video recording. Marking on cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Measurement will be accurate to one foot per 100 feet of inspected pipe.

**Y.** The CONTRACTOR inspection units shall be equipped with adequate backup equipment and spare parts so field repairs to equipment can be made and downtime is minimized.

**Z.** The contractor shall be responsible for all traffic control measures required to perform the work.

### **6.01.07 CCTV Camera and Monitor Display Requirements**

#### **A. Linear Measurement**

The CCTV camera location footage counter shall be zeroed at the beginning of each inspection. The survey unit location entered on the footage counter at the start of the inspection shall allow for the distance from the accepted start of the length of the sewer to the initial point of observation of the camera (pre-set footage). In the case of resuming an inspection at an intermediate point within a sewer reach, the footage counter shall be set to start at the distance from the upstream maintenance hole to that point, as previously recorded by the counter. The CONTRACTOR shall ensure that the footage counter starts to register immediately when the survey unit starts to move.

Prior to commencing inspections, the CONTRACTOR shall demonstrate compliance with the linear measurement tolerance specified below:

1. The equipment shall measure the location of the camera unit in 1-foot increments from the beginning (upstream end) of each continuous section. This footage location must be displayed on the CCTV monitor and recorded on the videotapes.
2. The accuracy of the measured location shall be within +0.05% of the actual length of the sewer reach being surveyed, or 1 foot, whichever is greater.

#### **B. CCTV Monitor Display**

The images displayed on the CCTV monitors will be a view of the pipe above the water surface as seen by the CCTV camera as the unit is conveyed through the sewer. The camera lighting shall be fixed in intensity prior to commencing the survey and the white balance set to the color temperature emitted. In order to ensure color constancy, no variation in illumination shall take place during the survey. The video equipment shall be checked using an approved test card with a color bar prior to commencing each day's survey. The camera shall be positioned centrally and parallel to the test card at a distance where the full test card just fills the monitor screen. The card shall be illuminated evenly and uniformly without any reflection.

#### **C. Data Displays**

The CCTV images shall include an initial data display that identifies the sewer reach being surveyed and a survey status display that provides continuously updated information on the location of the survey unit as the survey is being performed. These data displays shall be in alphanumeric form. The size and position of the data shall not interfere with the main subject of the monitor picture.

The on-screen display should be white during inspections where the background behind the display is dark and, conversely, black where the background is light. At the beginning of each reach of sewer being inspected, the following information shall be electronically generated and displayed on the CCTV monitors:

1. Date of Survey
2. Inspection company name and inspector
3. Street name or location
4. Manhole number to manhole number (in order of inspection)
5. Direction of survey (upstream or downstream)
6. Time of start of the survey

During inspections, the following information shall be electronically generated, automatically updated, and displayed on the CCTV monitors:

1. Survey unit location in the sewer line in feet and tenths of feet from adjusted zero
2. Sewer diameter
3. Upstream and downstream manholes reference numbers as per City manhole identification numbers

#### **D. Photographs**

During CCTV inspections, screen captures will be taken from the monitor images and saved electronically by the in-sewer inspection crew of typical conditions every 200 feet and at all defects, construction features, manholes, and laterals. The screen capture shall have the pipe reach (identified by the upstream and downstream manholes), survey direction, footage, and date when the photograph was taken. The annotation shall be clearly visible and in contrast to its background, shall have a figure size no greater than 1/4-inch, and shall be type-printed. The annotation shall be positioned on the front of the photograph so as to not interfere with the subject of the photograph. Photograph files shall be named by the video capture system and automatically referenced to the logged defect.

The image of the sewer shall fill the photographic image. Photographs must clearly and accurately show what is displayed on the monitor, which shall be in proper adjustment. Where significant features exist within 6-feet of each other, one photograph shall be made to record these features. Where there is a continuous feature, photographs shall not be taken at intervals of less than 6-feet unless absolutely necessary to show a change in the feature.

The images shall be kept electronically, copied to a hard drive, and submitted with the inspection videos, database, and reports.

#### **6.01.08 Deliverables**

**A.** The CONTRACTOR will be required to submit the following deliverables at the completion of the inspection. Inspection Reports to include:

1. Inspection session header information (see required fields above)
2. Defect log report including photo captures from CCTV video
3. Schematic drawing of pipe showing defects
4. Format:
- 5.

Adobe Acrobat PDF files – 1 report PDF per pipe run

Main sewer inspection report file name: <upstream MH

ID>\_<downstream MH ID>\_<Date (year\_mo\_day format)>.PDF

Example: 2045\_2046\_2013\_06\_15.pdf

**B.** Inspection video files on a portable hard drive, typed labels shall be attached to the face of each hard drive. The typed index labels shall include the following information:

1. Content (CCTV)
2. Contractor name
3. Purpose of Survey
4. Reaches included (from Manhole Number # to Manhole Number #)
5. Date of Survey
6. Contract Number

**C.** Main sewer video files shall be MPEG, Windows Media File, or approved equal named according to the following standard:

<Upstream MH ID>\_<Downstream MH ID>\_<Inspection>\_<Date  
(year\_month\_day)>.wmv

Example: 2045\_2046\_2013\_07\_15.wmv

In instances where a reverse setup is necessary to perform or complete the inspection, the file name shall incorporate an "R" at the end of the file name to indicate "reverse" direction. Using the file example above, if the inspection from the upstream end was halted due to an obstruction and the pipe was televised from the opposite end, the video file from the downstream to upstream direction would be assigned the following filename:

2045\_2046\_2013\_07\_15\_R.wmv

**D.** Lateral connection inspection video files shall be MPEG, Windows Media File, or approved equal named according to the following standard:

<Upstream MH ID>\_<footage>\_<clock position>\_<L or R>\_<date  
(year\_mo\_day format)>.wmv

Example: 2045\_138\_10\_L\_2013\_07\_25.wmv

**E.** At a minimum, all photographs shall be named consisting of the following standard:

<Upstream MH ID>\_<footage>\_<clock position>\_<L or R>\_<date  
(year\_mo\_day format)>.jpeg

Example: 2045\_138\_10\_L\_2013\_07\_25.jpeg

**F.** Electronic Inspection Data stored and exported in a NASSCO Pipeline Assessment and Certification Program (PACP) compliant Microsoft Access database (.MDB) version 4.4 or newer delivered on portable hard drive.

**G.** Inspection photograph digital files (jpeg) indexed to NASSCO PACP compliant database.

**H.** Acceptable media for the video recordings portable hard drive.

**I.** Contractor Quality Control report detailing data validation performed, pipe inspection records reviewed, and results.

**J.** All inspection data shall be submitted on a portable hard drive. Each hard drive shall be filled with as much data as practical to minimize the number of hard drives submitted. Sections of a single segment of sewer main shall not be recorded to more

than one hard drive. Video footage of recorded segments shall be grouped by area and shall be submitted in sequential order relating to the area mapping designation.

**K.** Upon approval by the City of all, or portions of, the data delivered via the portable hard drives, the approved CCTV data shall be delivered to the City on a portable hard drive labeled with project information. The hard drive shall clearly indicate the date of the inspection, the designated segment(s) of sewer mains(s) contained on the disk, the name of the project, the project number, and CONTRACTOR name. The hard drive shall contain separate digital files for each manhole-to-manhole section.

**L.** The database shall be comprehensive for the entire project, and additional data shall be added to the database each week.

#### **6.01.09 Acceptance**

**A.** Inspection deliverables will be validated to check conformance with the specified requirements for file names, formats, quantity, resolution, data table references, in addition to checks for null fields, asset numbers, duplicate records, connectivity, material, size, and depth. Any data not passing the data validation checks will be returned to the CONTRACTOR for resubmittal.

**B.** Inspection submittals will be reviewed for quality control. A minimum of 5% of the submitted inspections will be randomly reviewed. A quality control check will be performed for each CCTV operator and each operator must exceed 90% accuracy.

**C.** Throughout the duration of the project, should the City discover inaccuracies in data or quality issues with any of the videos, CONTRACTOR shall re-inspect those segments at no additional cost to the City. The City will provide comments regarding the acceptance of the data within 30 days of receiving the data from the CONTRACTOR. Neither the CCTV inspections nor the WORK inspected is accepted by the City until such time that an acceptance letter is issued by the City.

#### **6.01.10 Measurement and Payments**

**A.** Only those items as specified in the proposal rate schedule (exhibit B) shall be considered for payment, all other items, labor equipment, or materials necessary to complete the work shall be considered incidental to the work.

## **6.02 RESIDENT NOTIFICATION, MAX \$\_\_\_\_\_**

### **6.02.01 General Description**

The contractor will be required to notify all affected resident in writing of any disruption to their normal day to day activities. The written notification shall provide residents with:

1. The nature and duration of the disruption.
2. The name, address and telephone numbers of the Contractor and the City Engineer's office.
3. Notifications shall not be placed in mailboxes. These will be removed by the postal worker. Please place notifications inside the door where they can be easily seen or as a door hanger.

The form for the notification shall be submitted to the City Engineer for approval prior to distributing to the public.

A copy of every notification will be given to the City Engineer or his representative. Included with the copy of the notification will be a list of the resident names and addresses that received the notification.

For those cases where the property being affected has multiple housing units, such as apartment complexes or multi-family rentals, the owner of the property being affected will be notified per the same requirements as the residential notice.

### **6.02.02 Requirements**

The contractor will be required to notify all affected residents to any disruption per the requirements outlined below.

#### **A. Project Start**

1. Letter describing project. What will be constructed and when it will be constructed. This includes all aspects of the project such as parking, driveway access, pedestrian access, utility disruptions, noise, vibrations, project phasing, times of operation, restoration to lawn areas, information on replacement of water and sewer laterals, garbage pickup, mail delivery, etc.
2. Advanced notice for this letter will be 7 days.

#### **B. Active Construction Work**

1. Includes all work during the construction of the project that will disrupt the day to day activities of the resident. This will include parking, driveway access, pedestrian access, utility disruptions, project phasing or changes in the phasing, changes in the hours of operation, lawn care, replacement of water and sewer laterals, garbage pickup, mail delivery, etc.
2. Advanced notice for this letter or door hanger will be 3 days.

#### **C. Emergency Work**

1. Includes all emergency related work. Includes water shut offs, gas leaks, sanitary sewer issues, power issues, etc.
2. Notice will be immediate. Door to door verbal notification.

Failure to notify the residents or businesses per the above requirements will result in a deduction from the pay item for this item of work. Deductions will be made on a flat rate monetary basis and increase per occurrence as outlined under the measurement and payment section below.

**6.02.03 Measurement & Payments**

Payment shall be included in other items of work.

**CITY OF MARQUETTE**  
**CHAPTER 7**  
**SUPPLEMENTAL SPECIFICATIONS**

**7.01 MOBILIZATION**

**A. General Description**

Section 110 of the Michigan Department of Transportation 2020 Standard Specifications for Construction is hereby deleted and replaced with the following: This item shall consist of preparatory work and operations, including, but not limited to the following:

1. The movement of personnel, equipment, supplies, and incidentals to the project site.
2. The establishment of the Contractor's offices, buildings, and other facilities to work on the project.
3. Other work and operations that must be performed.
4. Expenses incurred, prior to beginning work on the various contract items on the project site.
5. Pre-construction costs, exclusive of bidding costs, which are necessary direct costs to the project rather than directly attributable to other pay items under the contract.

**B. Measure & Payment**

Payment shall be included in other items of work.

**7.02 TRAFFIC CONTROL**

- A. Traffic control shall be maintained in accordance with the 2011 Michigan Manual of Uniform Traffic Devices and as specified in the Special Provisions.
- B. Traffic control is incidental to the other items of work. Special circumstances may dictate additional payment per the "Contractor's Charge Rate Schedule".

# **APPENDIX I**

## **PREVAILING WAGES**

- 1. CITY OF MARQUETTE PREVAILING WAGE RESOLUTION**
- 2. DAVIS BACON WAGE RATES – GENERAL DECISION MI20200048**

The City Commission adopted the following policy:

WHEREAS, it is the desire of the Marquette City Commissioners that "prevailing wages" as provided by federal standards (Davis Bacon), be paid to mechanics and laborers working on major construction contracts for the City;

WHEREAS, any contract, as to which the cost of a contract for construction is anticipated to be more than \$65,000 is deemed a major construction contract:

NOW, THEREFORE, BE IT RESOLVED, that the following be hereby adopted and published as the Marquette City Prevailing Wage Resolution for the City of Marquette:

#### CITY OF MARQUETTE PREVAILING WAGE RESOLUTION

##### Construction Contracts Rules & Regulations

Section 1. These rules and regulations, unless otherwise specifically provided by the, City Commissioners with regard to a designated project, shall not apply to projects constructed by City employees or to a construction contract, the costs of which are not in excess of \$65,000.

Section 2. (a) The advertised specifications for every contract in excess of \$65,000 to which the City of Marquette is a party, for construction, alteration, and/or repair, including painting and decorating of public buildings or public works in or for the City of Marquette and, which requires or involves the employment of mechanics and/or laborers, shall contain provision stating the minimum wages to be paid the various classes of laborers and mechanics which shall be based upon the wages determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in or in the vicinity of the City of Marquette.

(b) Every contract based upon specifications referred to in (a) above shall contain a stipulation that:

1. Contractor or his subcontractor shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once every two weeks, and without subsequent deduction or rebate on any account, the full mount accrued at the time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers and mechanics;

2. The scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and

3. There may be withheld from the contractor so much of accrued payments as may be considered necessary by the City Administrator to pay to laborers and mechanics employed by the contractor or any subcontractor on the work for the difference between the rates of wages required by the contract and the rates of wages received by such laborers and mechanics except those amounts properly deducted or refunded pursuant to the terms of P .A. 166 of 1965 (MCL 408.551 to 408.558) and interpretations thereof.

(c) The overtime pay to which a laborer or mechanic working on the contract is entitled shall be that overtime pay to which he is entitled by any agreement he may have made with the contractor or subcontractor or by any applicable provision of law, but in no event shall such amount be less than the prevailing wage in City of Marquette for such overtime.

Section 3. Provisions of Section 2 shall be applicable for contracts entered into on or after February 28, 2011.

Superseded General Decision Number: MI20200048

State: Michigan

Construction Type: Heavy

Counties: Iron and Marquette Counties in Michigan.

Heavy, Includes Water, Sewer Lines and Excavation (Excludes Hazardous Waste Removal; Coal, Oil, Gas, Duct and other similar Pipeline Construction)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021
1	06/18/2021
2	07/02/2021
3	08/13/2021
4	09/03/2021
5	10/01/2021
6	10/29/2021
7	11/12/2021

BRMI0006-002 05/01/2020

	Rates	Fringes
BRICKLAYER.....	\$ 29.30	22.54

\* CARP1510-002 06/01/2021

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 27.13	21.00

ELEC0219-002 06/01/2019

IRON COUNTY

Rates	Fringes
-------	---------

## ELECTRICIAN

Electrical contracts of \$180,000 or less.....	\$ 31.75	21.73
Electrical contracts over \$180,000.....	\$ 33.94	21.80

-----  
ELEC1070-006 06/01/2016

## MARQUETTE COUNTY

Rates Fringes

## ELECTRICIAN

Contracts \$135,000 and under.....	\$ 31.44	18.59
Contracts over \$135,000.....	\$ 33.44	18.67

-----  
ENGI0325-021 09/01/2021POWER EQUIPMENT OPERATORS: Underground Construction (Including  
Sewer)

Rates Fringes

## POWER EQUIPMENT OPERATOR

GROUP 1.....	\$ 35.92	24.85
GROUP 2.....	\$ 31.03	24.85
GROUP 3.....	\$ 30.53	24.85
GROUP 4.....	\$ 30.25	24.85

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/ Excavator, Boring Machine, Bulldozer,  
Crane, Scraper, Loader, Trencher (over 8 ft. digging  
capacity)

GROUP 2: Trencher (8-ft digging capacity and smaller)

GROUP 3: Boom Truck (non-swinging, non- powered type boom)

GROUP 4: Broom/ Sweeper, Fork Truck, Tractor

-----  
ENGI0326-006 05/01/2021

## EXCLUDES UNDERGROUND CONSTRUCTION

Rates Fringes

## OPERATOR: Power Equipment

Crane, main boom & jib 120' or longer.....	\$ 36.41	24.60
Crane, main boom & jib 140' or longer.....	\$ 37.23	24.60
Crane, main boom & jib 220' or longer.....	\$ 37.52	24.60
GROUP 1 - Backhoe/Excavator; Bulldozer; Crane; Compactor; Scraper; Loader..	\$ 33.11	24.60
GROUP 2 - Boom truck (non- swing).....	\$ 29.86	24.60
GROUP 3 - Oiler.....	\$ 28.46	12.10

FOOTNOTES: Premium rate: main boom and jib 300 feet or longer  
is \$1.50 per hour above the 220 ft. boom and jib rate. Main  
boom and jib 400 feet or longer is \$3.00 per hour above the

220 ft. boom and jib rate.

-----  
IRON0008-009 06/01/2021

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL		
Contracts \$10,000,000 or greater.....	\$ 36.45	27.65
Contracts less than \$10,000,000.....	\$ 36.45	27.65

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor  
Day, Thanksgiving Day & Christmas Day.

-----  
LAB00334-002 09/01/2018

SCOPE OF WORK:  
OPEN CUT CONSTRUCTION: Excavation of earth and sewer,  
utilities, and improvements, including underground  
piping/conduit (including inspection, cleaning, restoration,  
and relining)

	Rates	Fringes
LABORER		
(1) Common or General.....	\$ 21.19	12.85
(2) Mason Tender- Cement/Concrete.....	\$ 21.33	12.85
(4) Grade Checker.....	\$ 21.51	12.85
(5) Pipelayer.....	\$ 21.56	12.85

-----  
LAB01329-002 05/01/2021

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
LABORER		
Common or General; Mason Tender - Cement/Concrete....	\$ 30.09	12.95
Pipelayer.....	\$ 30.09	12.95

-----  
PLAS0016-035 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 20.17	10.13

-----  
PLUM0111-009 05/27/2019

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 34.48	25.18

-----  
TEAM0007-010 06/01/2020

	Rates	Fringes
TRUCK DRIVER		
Lowboy/Semi-Trailer Truck...	\$ 28.15	.50 + a+b

FOOTNOTE:  
a. \$470.70 per week.

b. \$68.70 daily.

SUMI2010-046 11/09/2010

	Rates	Fringes
LABORER: Landscape.....	\$ 10.89	1.74
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.98	6.12
OPERATOR: Grader/Blade.....	\$ 16.63	5.85
OPERATOR: Roller.....	\$ 13.74	7.93
TRUCK DRIVER: Dump Truck.....	\$ 12.63	1.25

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----  
The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

# **APPENDIX II**

## **PROPOSAL COVER SHEET**

**PROPOSAL COVER SHEET**  
**SEWER CLEANING AND**  
**TELEVISION SERVICES**

PROPOSAL SUBMITTED BY:

Contractor

---

Address

---

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

(      ) \_\_\_\_\_  
Phone

\_\_\_\_\_  
E-mail

Authorized Signature(s):

Proposal Contact Person:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

# **APPENDIX III**

## **CONTRACTOR CHARGE RATE SCHEDULE**

## EXHIBIT B

### CONTRACTOR CHARGE RATE SCHEDULE

The undersigned hereby certifies that he/she has personally examined the details for this project and understands the methods by which payment will be made, and hereby proposes to supply the materials in accordance with the Contract Documents at the following schedule of rates and prices.

**NOTE: Unit prices for all items must be shown in ink or typewritten. Show unit prices in figures only.**

Item Number	Description	Unit	Estimated Quantity per Year	Unit Price	Total Cost
1	Existing sanitary sewer pipe Televising 6" – 24" *	Linear Foot	18,000		
2	Existing sanitary sewer pipe Cleaning 6"-24" *	Linear Foot	18,000		
3	Existing storm sewer pipe Televising 8" -24" * [1]	Linear Foot	10,000		
4	Existing storm sewer pipe Cleaning 8"-24" * [1]	Linear Foot	10,000		
5	Mechanical root control sanitary sewer 6" – 24" *	Linear Foot	3000		
6	Mechanical root control storm sewer 6"-24" *	Linear Foot	4000		
7	SP** – Heavy sewer cleaning, Vactor truck, and crew	Hourly	50		
8	SP** – 3D pipe inspection, equipment & labor	Hourly	50		
9	SP** – Traffic control with support vehicle & flagger	Hourly	50		
10	SP** – Traffic control additional flagger	Hourly	50		
11	SP** – Technician	Hourly	20		
12	SP** - Waste Disposal at Landfill	LS	1		
13	Cut Protruding Laterals	Each	4		

Total \$ \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*\* All costs for mobilization, traffic control, equipment, materials, final report, and labor necessary to perform this service will be included. Payment per foot is the same regardless of the size of the sewer, the length of the runs, or the pipe material.*

*\*\* SP = "special project." An option for service charge determined by the City when an unusual circumstance requires particular attention. Examples: 36" CMP 100% full of sediment; large root barrel blockage over a length > 35 LF. All costs for mobilization will be included in the hourly rate. Special Projects are not expected to be common.*

*[1] Storm sewer cleaning and televising are budgeted for the 2022 season. It is anticipated that a budget will be approved for the 2023 and 2024 fiscal years.*

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 4/11/2022

### **Consent Agenda**

## **Wright Street Sidewalk Extension and Sidewalk Repair and Replacement Project**

### **BACKGROUND:**

Plans have been developed for this construction bid package which includes the extension of sidewalk along Wright Street between Lakeshore Boulevard and Presque Isle Avenue, and replacement of sidewalk sections throughout Marquette that are deemed to be hazardous. The Engineer's estimate for this project was \$141,495.10. Three contractors responded to our request for bids. The results are summarized below:

<u>Contractor</u>	<u>Bids as Written</u>	<u>Bids as Checked</u>
Arrow Constructions	\$101,159.00	\$101,159.00
Bacco Construction	\$110,842.00	\$110,842.00
Ultra Construction	\$141,510.09	\$141,510.09

### **FISCAL EFFECT:**

Funds for this project are approved under the FY 2022 budget.

### **RECOMMENDATION:**

Approve a contract for the Wright Street Sidewalk Extension and Sidewalk Repair and Replacement project with Arrow Constructions in the amount of \$101,159.00 based on the quantities and unit prices bid, and allow the City Manager to increase the contract amount, not-to-exceed \$140,000.00 for contingencies due to unknown circumstances and to add additional sidewalk work locations that are in need of repairs, and authorize the Mayor and Clerk to sign the contract.

### **ALTERNATIVES:**

As determined by the Commission.

### **ATTACHMENTS:**

#### Description

- ▣ Construction Contract
- ▣ Insurance
- ▣ Construction Plans and Specifications

**CITY OF MARQUETTE**  
**CONSTRUCTION CONTRACT**

**PROJECT NAME: Wright Street Sidewalk Extension and Sidewalk Repair and Replacement Project**

**PROJECT NUMBER: MQ22-018**

THIS AGREEMENT, made this 11th day of April, 2022, between the City of Marquette, a Michigan Municipal Corporation, hereinafter called the "City" of 300 W. Baraga Avenue, Marquette, MI 49855, and Arrow Constructions, Inc of Negaunee MI, a Michigan Profit Corporation, holding license number 800200791, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and Agreements hereinafter mentioned, the parties hereby agree as follows:

**ARTICLE 1**

**CONTRACT DOCUMENTS**

The "Contract Documents" consist of, but are not necessarily limited to, this Agreement, the invitation to Bid, Information for Bidders, Bidders Proposal, Addenda, Specifications, Supplemental Specifications, Special Provisions, Construction Drawings, Notice to Proceed, Allowances, Finish Schedules and any additional documentation issued prior to execution of this Agreement and all Change Orders as approved by the City. These Contract Documents represent the entire Agreement and understanding between the parties hereto.

**ARTICLE 2**

**SCOPE OF WORK**

Contractor will furnish all the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described in the Contract Documents.

**ARTICLE 3**

**MATERIALS, APPLIANCES, and EMPLOYEES**

Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools and other items necessary to complete the work. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. All workmen shall be skilled in their trades.

**ARTICLE 4**

**TIME OF COMPLETION**

The commencement date of this project is April 11th, 2022, and the completion date of this project is July 29th, 2022. The Contractor shall be penalized in the amount of \$600 per day if the project is not completed by the contract completion date unless the period for completion is extended by change order.

## **ARTICLE 5**

### **CONTRACT SUM**

The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of \$101,159.00, subject to additions and deductions pursuant to authorized change orders and allowances.

## **ARTICLE 6**

### **PAYMENTS**

The City will pay to the Contractor in the manner and at such times as set forth in the Specifications such amounts as required by the Contract documents.

## **ARTICLE 7**

### **CONTRACTOR'S OBLIGATIONS**

1. All work shall be in accordance to the provisions of the Contract Documents. All systems shall be in good working order.
2. All work shall be completed in a workmanlike manner and shall comply with all applicable laws.
3. Contractor shall obtain all necessary permits for the work to be completed.
4. Contractor shall remove all construction debris and leave the project in a "broom clean" condition.
5. Upon satisfactory payment being made for the work performed by Contractor, Contractor shall furnish a full and unconditional Release of Lien for the work of which payment has been made.
6. **Safety and Fire Protection:** The Contractor shall be responsible for safety at the construction site. The Contractor will further comply with all applicable laws, rules and regulations of the Michigan Department of State Police, Fire Marshall Division, the State Fire Safety Board, Michigan Occupational Safety and Health Administration, and Local Agencies. Precaution shall be exercised at all times for the protection of persons and of property. The safety provisions of applicable laws, rules, regulations, building and construction codes shall be followed. Safety Hazards shall be guarded in accordance with safety provisions of the Manual of Accident Prevention in Construction published by The Associated General Contractors of America to the extent that such provisions are not in conflict with applicable laws.

## **ARTICLE 8**

### **CONTRACTOR'S STATUS AS INDEPENDENT ENTITY**

The City shall not assume any liability for the Contractor in the performance of the construction project, methods, techniques, sequences or programs in connection with the project since these are solely the Contractor's responsibility.

## **ARTICLE 9**

### **CHANGE ORDERS AND PAYMENT**

A change order is any change to the original plans and/or specifications. All change orders need to be agreed upon between the parties hereto, and address additional costs, time, consideration and dates when the work will begin and be completed. Change orders are not effective unless signed by both parties who shall not unreasonably withhold

approval of the same. However, should the Contractor unreasonably refuse to approve a change order reasonably and in good faith submitted by the City, the City Engineer shall be empowered to make a final and fair determination as to the necessity for the change order and the fair and equitable cost to the Contractor and shall further be empowered to issue a final payment to the Contractor. Should the Contractor refuse to accept said final payment, the funds may be deposited in an Escrow Account by the City for the benefit of the Contractor.

## **ARTICLE 10**

### **INSURANCE**

The Contractor shall purchase and maintain Workman's Compensation and Liability Insurance coverage as required by law and deemed necessary for its own protection. Said insurance shall be written by an insurance carrier having at least an "A, VII" rating. The Contractor shall further name the City as an additional insured on all applicable insurance policies covering the project. Said insurance shall be in minimum limits of at least \$5,000,000.00 for both general liability and automobile liability. The Contractor shall further maintain such insurance as will protect it from claims under worker's compensation acts and other employee benefits acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and from claims for damages to property which may arise both out of and during operations under this contract, whether such operations are by Contractor or by anyone directly or indirectly employed by the Contractor. This insurance shall be written for not less than any limits of liability specified as part of the Contract Documents. Certificates of such insurance shall be filed with the City.

## **ARTICLE 11**

### **INDEMNIFICATION**

To the extent allowed by MCL 691.991, the Contractor hereby agrees to save and indemnify and keep harmless the City against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the Contractor, its agents or employees, and against all claims or demands for damages arising from accidents to the Contractor, its agents or employees, whether occasioned by said Contractor or its employees or by City or its employees or any other person or persons, and the said Contractor will defend any and all suits that may be brought against the City on account of any such accidents and will make good to, and reimburse, the City for any expenditures that said City may make by reason of such accidents; provided, however, that the Contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

## **ARTICLE 12**

### **CITY'S RIGHT TO TERMINATE THE CONTRACT**

Should the Contractor neglect to perform the work properly or fail to perform any provision of the Contract, the City, after seven (7) days' written notice to the Contractor, and its surety, if any, may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contract and take possession of all materials, tools and appliances and finish the work by such means as it sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

## **ARTICLE 13**

### **CONTRACTOR'S RIGHT TO TERMINATE CONTRACT**

Should the work be stopped by any public authority for a period of ninety (90) days or more, through no fault of the Contractor, or should the work be stopped through act or neglect of the City for a period of ninety (90) days, then the Contractor, upon seven (7) days' written notice to the City, may stop work or terminate the Contract and recover from the City payment for all work executed and any loss sustained and reasonable profit and damages.

## **ARTICLE 14**

### **ACCESS TO WORK**

The Contractor shall permit and facilitate observation of the work by the City and its agents and public authorities at all times.

## **ARTICLE 15**

### **ARBITRATION OF DISPUTES**

Any disagreement arising out of this contract or from the breach thereof shall be submitted to arbitration, and judgment upon the award rendered may be entered in the court of the forum, state or federal, having jurisdiction. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. The arbitration shall be held under the Rules of the American Arbitration Association.

## **ARTICLE 16**

### **WARRANTY**

At the completion of this project, Contractor shall execute an instrument to City warranting the project for two (2) years against defects in workmanship or materials utilized. In addition the warranty shall specifically include the replacement of concrete that spalls more than 30% per 10 foot section of curb and gutter, the replacement of concrete that spalls more than 30% per driveway apron square or sidewalk square, and the replacement of stamped concrete that spalls more than 30% of the area between each sidewalk square and the curb. The manufacturer's warranty shall prevail.

At the time of completion, the Contractor shall furnish to the City material containing complete operation and maintenance instructions for all equipment in the project. The Contractor shall also furnish to the City at the time of completion all documents, warranties and guarantees on all equipment and services provided.

The Contractor shall re-execute any work that fails to conform to the requirements of the Contract and that appears during the progress of the work and shall remedy any defects due to faulty workmanship, which appear within a period of two (2) years from the date of completion of the Contract or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents. All equipment and materials will be warranted and guaranteed under the original equipment manufacturer's warranties and guarantees.

The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. After such repair or replacement has been satisfactorily completed, the Contractor's warranty with respect to such work repaired or replaced will be extended for an additional period of one (1) year beyond the warranty period described above. Contractor's obligations under this paragraph are in addition to any other obligation or warranty.

The terms of the Local Pavement Warranty Program adopted by the City of Marquette are hereby incorporated by reference into this contract and made a part hereof.

## **ARTICLE 17**

### **FEDERAL-AID CONTRACTS**

During the performance of every contract subject to Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to the Act, the Contractor, for itself, its assignees and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection, retention and treatment of Subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the Contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
4. **Information and Reports:**  
The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:**  
In the event the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a) Withholding payments to the Contractor under the contract until the Contractor complies; and/or

- b) Cancellations, termination or suspension of the contract, in whole or in part.
- 6. Incorporation of Provisions:**

The Contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **ARTICLE 18**

#### **INTEGRATION**

This Agreement represents the entire understanding between the parties hereto and may not be amended, except in writing that is signed by both parties hereto.

### **ARTICLE 19**

#### **BINDING AGREEMENT**

This Agreement will bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

### **ARTICLE 20**

#### **PURCHASING AGENT DESIGNATION AND AUTHORITY**

Mikael H. Kilpela is designated as Purchasing Agent of City and is authorized to order minor changes in the work not involving adjustment in the Contract Sum or Time of Completion and not inconsistent with the intent of the Contract Documents. Such changes will be affected by written order signed by the Purchasing Agent and shall be binding on the City and Contractor.

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

#### **THE CITY OF MARQUETTE**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Jennifer A. Smith, Mayor  
City of Marquette

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Kyle L. Whitney, City Clerk  
City of Marquette

Phillip Scheiding

Witness

By:  Phil Scheiding  
Apr 5 2022 8:48 AM  
DocuSign

Its: Vice-President

Address: 422 US-41 East, Negaunee, MI 49866


Telephone#: 906-228-4142

APPROVED AS TO FORM:

Suzanne C. Larsen  
City Attorney

Arrow Constructions, Inc.

Contractor Name

By:  Mark Johnson  
President  
Apr 5 2022 8:46 AM

Its: President

Address: 422 US-41 East, Negaunee, MI 49866

Telephone#: 906-228-4142

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs  
City Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Elder Agency 500 S Third St  Marquette MI 49855	<b>CONTACT</b> NAME: Shelly Malay PHONE (A/C, No, Ext): (906) 228-9292 E-MAIL: smalay@elderagency.com ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> AUTO OWNERS INS CO <b>INSURER B:</b> AUTO OWNERS INS CO <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>FAX</b> (A/C, No):  <b>NAIC #</b> 26638 18988
---	--	---

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		33200211	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5264861700	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5264861000	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
	TRIA \$						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		33200212	01/01/2022	01/01/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

City of Marquette is listed as additional insured.  
Project: Wright Street Sidewalk Extension

**CERTIFICATE HOLDER****CANCELLATION**

City of Marquette  1100 Wright St  Marquette MI 49855	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> <i>Shelly Malay</i>
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

# THE CITY OF MARQUETTE

## CONSTRUCTION PROJECT FOR WRIGHT STREET SIDEWALK EXTENSION

MQ22-018

### STANDARDS:

EXCEPT WHERE OTHERWISE INDICATED ON THESE PLANS OR IN THE PROPOSAL AND SUPPLEMENTAL SPECIFICATIONS CONTAINED THEREIN, ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2020 VERSION, AND THE 2011 MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

### DESIGN STANDARD

THE PROPOSED IMPROVEMENTS COVERED BY THESE PLANS ARE IN ACCORDANCE WITH THE AASHTO; A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS, 2018.

### MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD PLANS

WHERE THE FOLLOWING ITEMS ARE CALLED OUT ON THE PLANS, THEY ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD PLAN GIVEN BELOW OPPOSITE EACH ITEM UNLESS OTHERWISE INDICATED.

- \* R-28-J SIDEWALK RAMP AND DETECTABLE WARNING DETAILS
- R-29-I DRIVEWAY OPENINGS & APPROACHES, AND CONC. SIDEWALKS
- R-96-E SOIL EROSION & SEDIMENTATION CONTROL MEASURES
- R-105-D GRADING CROSS-SECTIONS

### TRAFFIC AND SAFETY STANDARD PLANS

- \* WZD-125-E TEMPORARY TRAFFIC CONTROL DEVICES
- O-MT-ALL-NONFWY FULL SET OF NON-FREEWAY MAINTAIN. TRAFFIC TYP.
- \* SPECIAL DETAIL

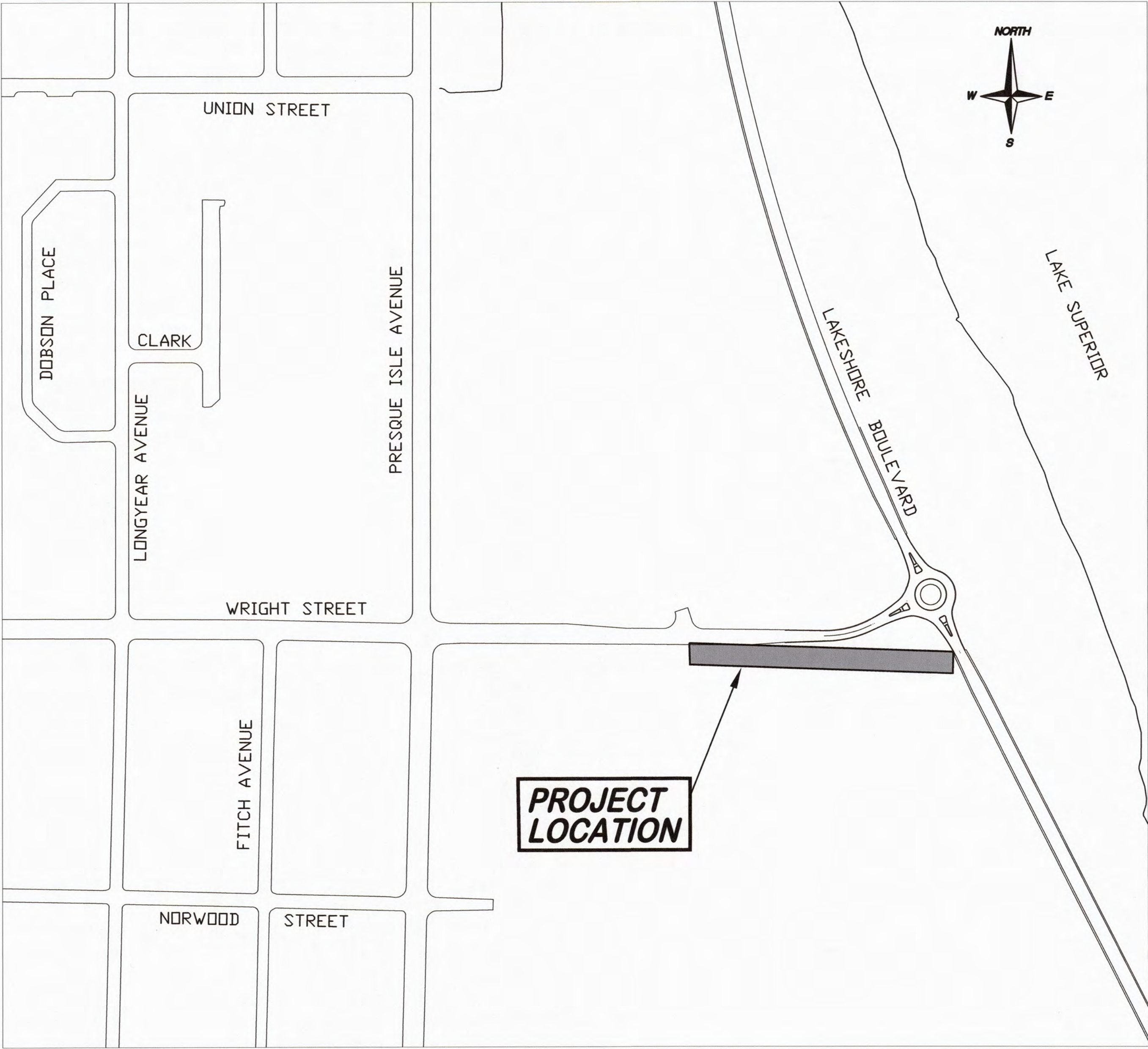
### UTILITIES

FOR PROTECTION OF UNDERGROUND UTILITIES AND IN CONFORMANCE WITH PUBLIC ACT 53, THE CONTRACTOR SHALL CALL MISS DIG AT 1-800-482-7171 A MINIMUM OF THREE FULL WORKING DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS PRIOR TO BEGINNING EACH EXCAVATION IN AREAS WHERE PUBLIC UTILITIES HAVE NOT BEEN PREVIOUSLY LOCATED.

THE FOLLOWING UTILITIES ARE LOCATED IN OR NEAR THE RIGHT-OF-WAY FOR THIS PROJECT:

SANITARY SEWER MAIN AND LATERALS  
WATERMAIN AND WATER SERVICES  
STORM SEWER MAIN  
GAS MAIN AND SERVICES  
UNDERGROUND TELEPHONE, ELECTRICAL, CABLE TV  
OVERHEAD TELEPHONE, ELECTRICAL, CABLE TV, AND FIBER OPTICS

### LOCATION MAP



### INDEX OF SHEETS

- 1 COVER SHEET
- 2-4 PLAN & PROFILE AND TYPICAL CROSS SECTIONS SHEETS

### LEGEND

EXISTING STORM SEWER	PROPOSED SANITARY SEWER
EXISTING SANITARY SEWER	PROPOSED WATER MAIN
EXISTING WATER MAIN	PROPOSED STORM SEWER
GAS GAS GAS EXISTING GAS MAIN/SERVICE	RIGHT OF WAY
UGT UGT UGT EXISTING TELECOMMUNICATION CABLE	PROPERTY LINE, APPROXIMATE
UGE UGE UGE EXISTING ELECTRIC CABLE	EXISTING CABLE TV CABLE
EXISTING LIGHT POLE	PROPOSED CATCH BASIN
EXISTING SANITARY/STORM SEWER MANHOLE	PROPOSED MANHOLE
EXISTING POWER POLE	PROPOSED WATER VALVE
GUY ANCHOR	PROPOSED FIRE HYDRANT
EXISTING CATCH BASIN	PROPOSED 6" SIDEWALK
EXISTING TRAFFIC SIGN	PROPOSED 4" SIDEWALK
EXISTING WATER VALVE	PROPOSED ADA RAMP (6")
EXISTING FIRE HYDRANT	PROPOSED 4" STAMPED CONCRETE
SOIL BORING LOCATION AND NUMBER	PROPOSED DETECTABLE SURFACE
EXISTING WATER SHUT OFF	HMA, 13A OR LVSP
EXISTING CLEAN OUT	

### PUBLIC UTILITIES

MARQUETTE BOARD OF LIGHT AND POWER  
2200 WRIGHT STREET  
MARQUETTE, MICHIGAN 49855  
PH. (906) 228-0300

SPECTRUM MID-AMERICA, LLC  
359 US-41 EAST  
NEGAUNEE, MICHIGAN 49866  
PH. (906) 228-2900

MARQUETTE WATER AND SEWER DEPARTMENT  
1100 WRIGHT STREET  
MARQUETTE, MICHIGAN 49855  
PH. (906) 228-0444

AT&T  
3255 US-41 WEST  
MARQUETTE, MICHIGAN 49855  
PH. (906) 221-2121

SEMCO ENERGY  
34 US-41 EAST  
NEGAUNEE, MICHIGAN 49866  
PH. (906) 475-9901

PENINSULA FIBER NETWORK  
1901 WEST RIDGE STREET #2  
MARQUETTE, MICHIGAN 49855  
PH. (906) 226-7102

### CONTRACT FOR: WRIGHT STREET SIDEWALK EXTENSION PROJECT

#### MUNICIPAL APPROVAL:

*Karen Kovacs* 1/25/2022  
KAREN KOVACS, CITY MANAGER DATE

#### PREPARED UNDER THE SUPERVISION OF:

*Mikael H. Kilpela* 1/24/22  
MIKAEL H. KILPELA, CITY ENGINEER DATE  
P.E. NO. 6201068591



### CITY OF MARQUETTE

CITY ENGINEER'S OFFICE  
1100 WRIGHT STREET  
MARQUETTE, MICHIGAN 49855  
PH. (906) 228-0440

NOTES

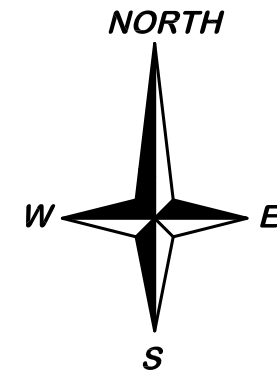
POWER POLES, UNDERGROUND ELECTRIC, CABLE, AND TELEPHONE CONFLICTING WITH PROPOSED WORK TO BE MOVED BY THE CORRESPONDING UTILITY COMPANY. CONTRACTOR SHALL COORDINATE THEIR WORK WITH THOSE UTILITIES.

REMOVE EXISTING CONCRETE SIDEWALK RAMP AS SHOWN. CONCRETE REMOVAL PAID FOR AS "SIDEWALK, REM."

MINIMIZE DISTURBANCE TO EXISTING TREES AND PERENNIAL FLOWER GARDENS. ALL AREAS OF DISTURBANCE OUTSIDE OF INFLUENCE AREA OF WORK SHALL BE RESTORED WITH TOPSOIL, SEED, AND MULCH PAID BY THE CONTRACTOR.

RESTORATION (THIS SHEET)

10	CYD - SUBBASE, CIP	250	SYD - TOPSOIL SURFACE, FURN, 4"
2888	SFT - SIDEWALK, CONC, 4 INCH	250	SYD - MULCH
104	SFT - CURB RAMP, CONC, 6 INCH	10	LB - SEEDING, MIXTURE TUF
10	FT - DETECTABLE WARNING SURFACE		



REMOVAL PAY ITEMS (THIS SHEET)

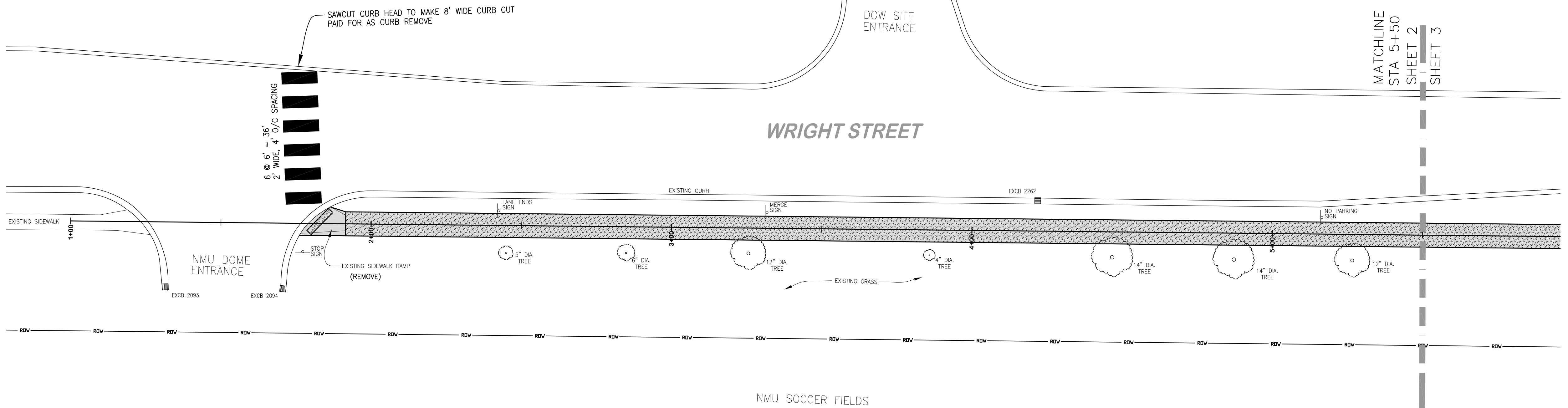
72	CYD - EXCAVATION, EARTH
8	FT - CURB, REM
9	SYD - SIDEWALK, REM.

GENERAL WORK ITEMS

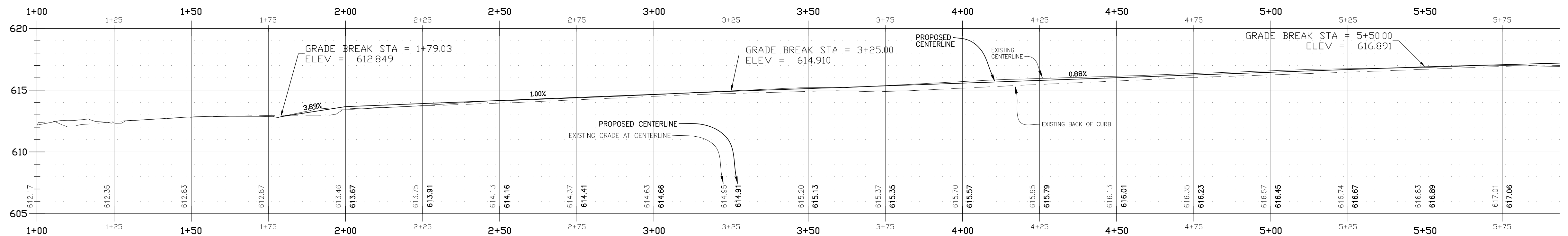
1	LS - MOBILIZATION, MAX.
1	LS - PROJECT CLEANUP
1	LS - SOIL EROSION AND SEDIMENTATION CONTROL

SIGNING PAY ITEMS (THIS SHEET)

36	FT - PAVT MRKG, POLYUREA, 24 INCH, CROSSWALK LADDER PATTERN, WHITE
----	--



CENTERLINE PROFILE



Know what's below.  
Call **811** before you dig.



**CITY ENGINEER'S OFFICE**  
**MARQUETTE, MICHIGAN**  
1100 WRIGHT STREET, MARQUETTE, MI 49855  
PHONE (906)228-0440

REVISIONS:

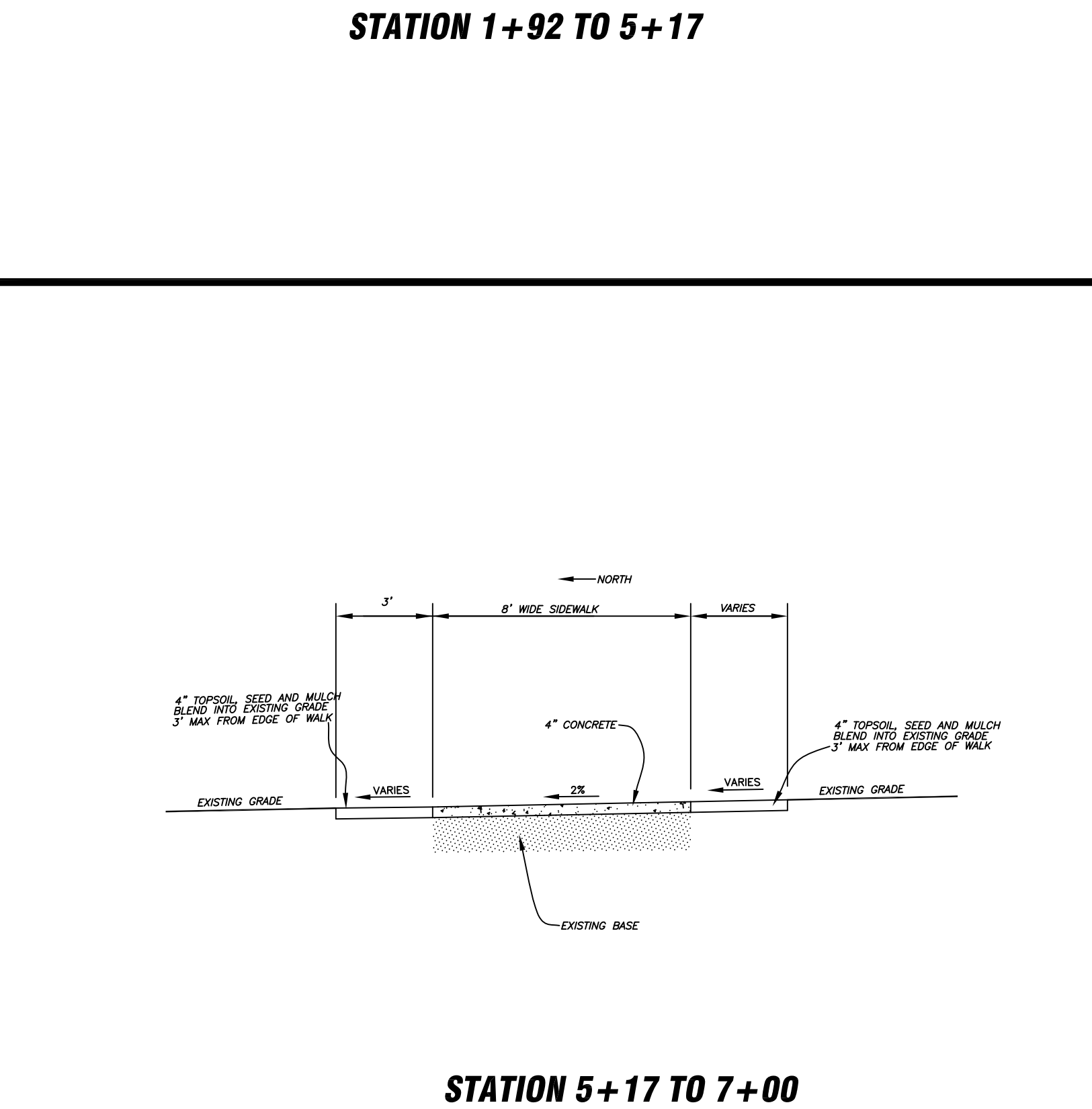
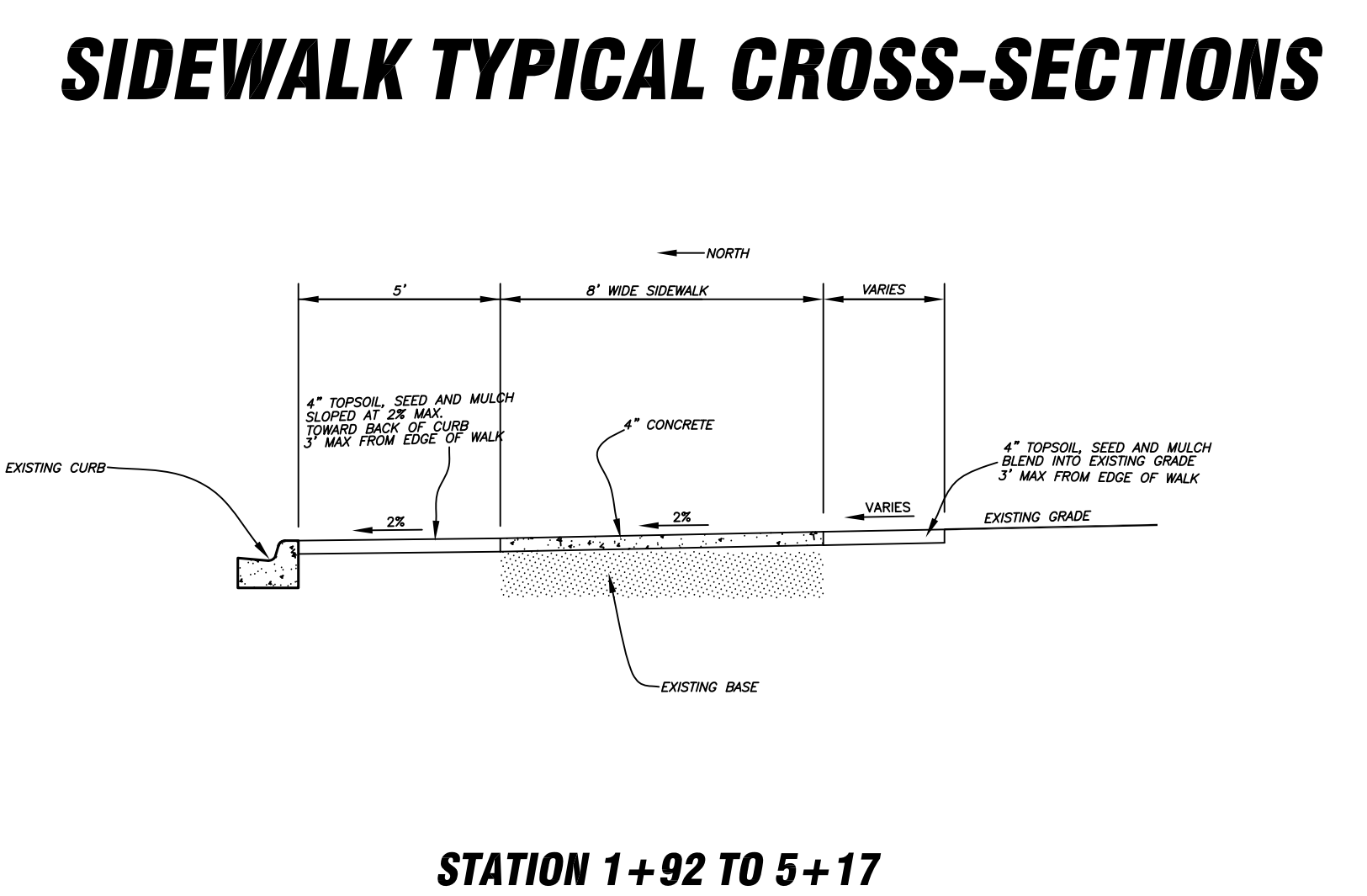
PRELIMINARY	12/13/21
BIDDING	1/6/22

DESIGN BY: MIKAEL KILPELA P.E., CITY ENGINEER  
DRAWN BY: JK  
DATE: 1/6/22  
FILE NAME: MQ22-018 SIDEWALK BASE.dwg

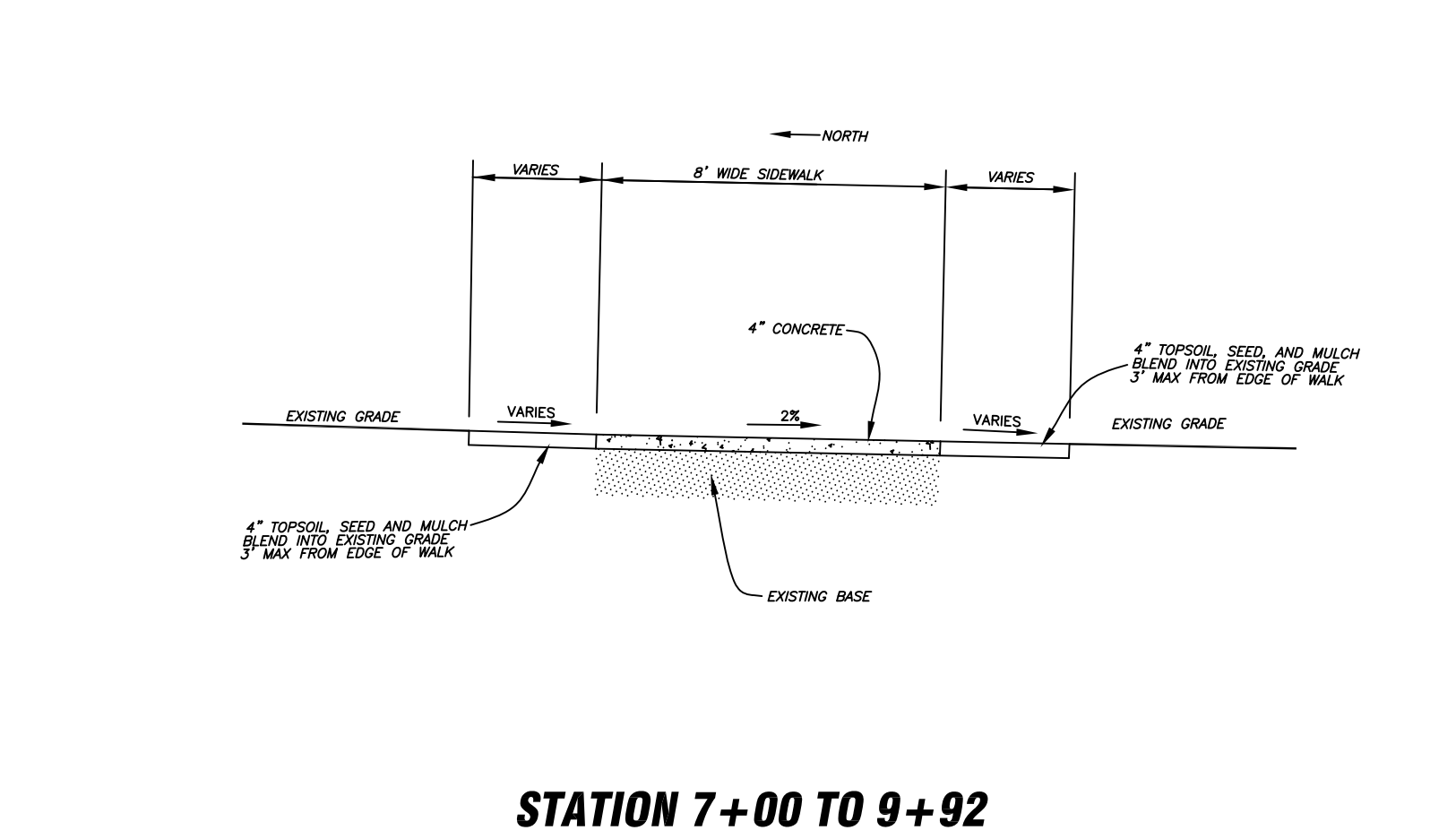
HOR. SCALE: 1" = 20'  
VERT. SCALE: 1" = 5'

**WRIGHT STREET SIDEWALK EXTENSION**  
WRIGHT STREET TO LAKESHORE BOULEVARD  
PLAN & PROFILE

**PROJECT MQ22-018**  
**SHEET 2 OF 4**



RESTORATION (THIS SHEET)		REMOVAL PAY ITEMS (THIS SHEET)		
10	CYD - SUBBASE, CIP	295	SYD - TOPSOIL SURFACE, FURN, 4"	
3535	SFT - SIDEWALK, CONC, 4 INCH	295	SYD - MULCH	
		15	LB - SEEDING, MIXTURE TUF	
			66	CYD - EXCAVATION, EARTH



# HMA BID ALTERNATE TYPICAL CROSS SECTIONS

## SIDEWALK TYPICAL CROSS-SECTIONS

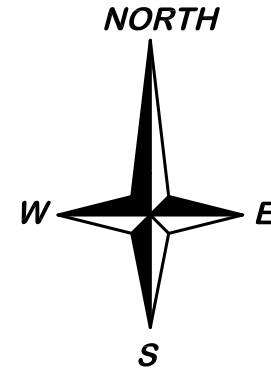
### NOTES

POWER POLES, UNDERGROUND ELECTRIC, CABLE, AND TELEPHONE CONFLICTING WITH PROPOSED WORK TO BE MOVED BY THE CORRESPONDING UTILITY COMPANY. CONTRACTOR SHALL COORDINATE THEIR WORK WITH THOSE UTILITIES.

REMOVE EXISTING CONCRETE SIDEWALK RAMP AS SHOWN. CONCRETE REMOVAL PAID FOR AS "SIDEWALK, REM."

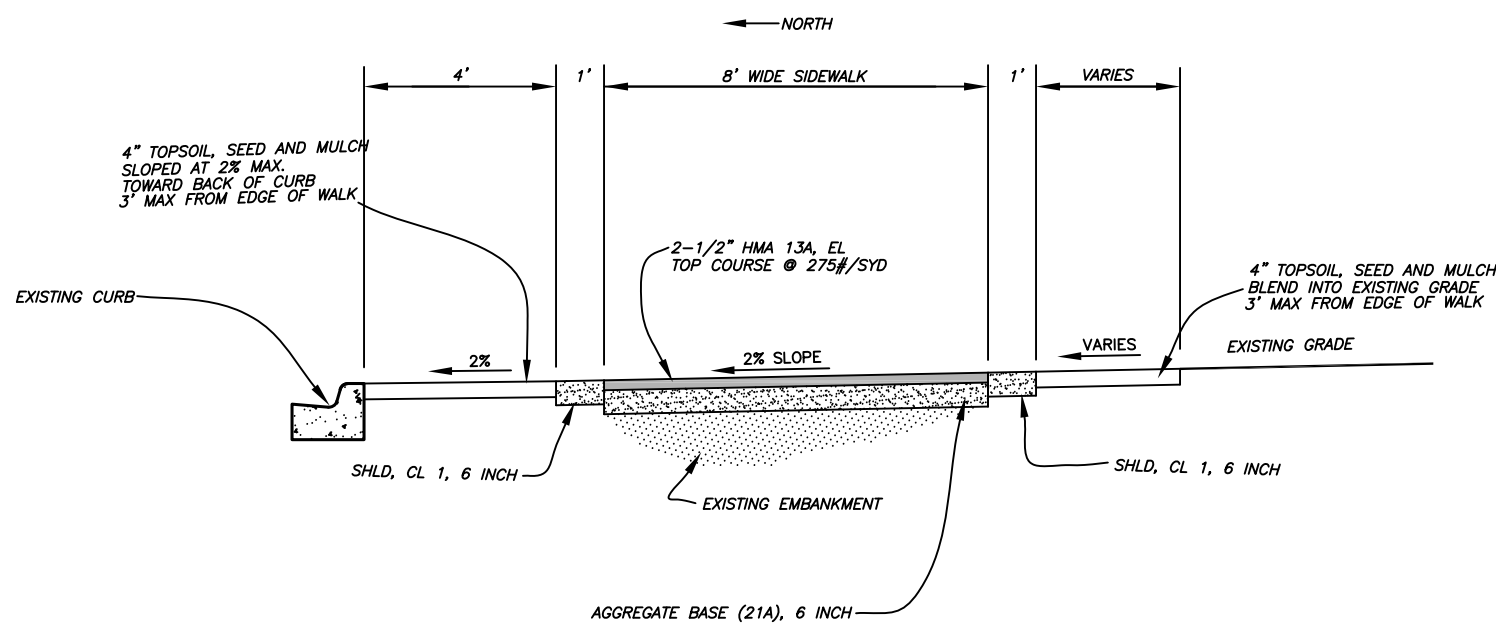
MINIMIZE DISTURBANCE TO EXISTING TREES AND PERENNIAL FLOWER GARDENS. ALL AREAS OF DISTURBANCE OUTSIDE OF INFLUENCE AREA OF WORK SHALL BE RESTORED WITH TOPSOIL, SEED, AND MULCH PAID BY THE CONTRACTOR.

HMA BID ALTERNATE SHEET WILL FOLLOW THE SAME PLAN SHEETS AS DESIGNED FOR THE CONCRETE SIDEWALK WITH THE HMA REPLACING THE CONCRETE SIDEWALK WITH THE DIFFERENCES DETAILED IN THE TYPICAL CROSS SECTIONS ON THIS SHEET. PAY ITEM QUANTITIES HAVE ALSO BEEN ADJUSTED TO REFLECT THE BID ALTERNATE WHERE HMA IS USED INSTEAD OF CONCRETE.

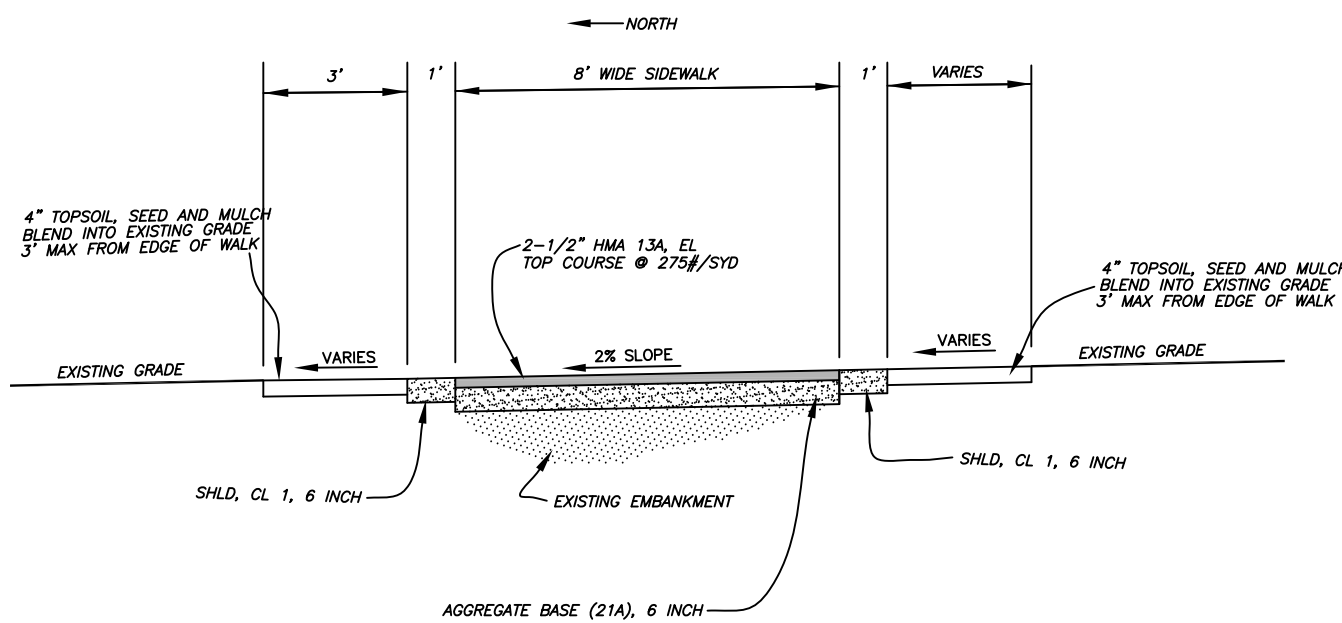


### HMA APPLICATION ESTIMATE

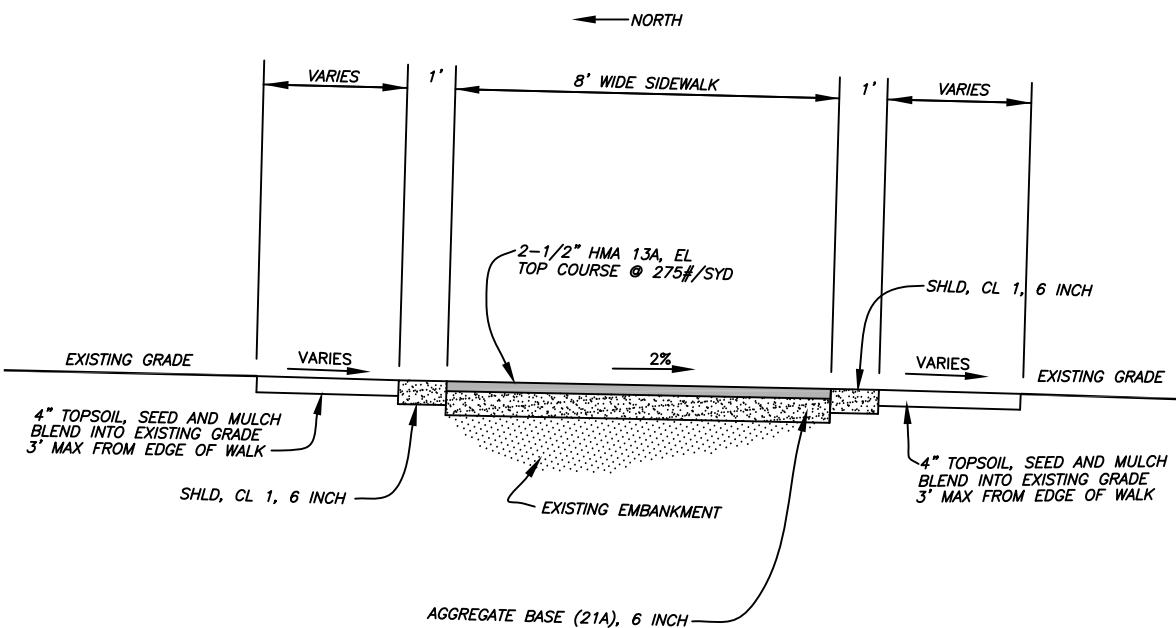
ITEM	RATE OF APPLICATION	ESTIMATED THICKNESS	PERFORMANCE GRADE	REMARKS
HMA, 13A EL TOP COURSE	275#/SYD	2-1/2"	58-34	



STATION 1+92 TO 5+17



STATION 5+17 TO 7+00



STATION 7+00 TO 9+92

### RESTORATION (HMA BID ALTERNATE)

20	CYD - SUBBASE, CIP	400	SYD - TOPSOIL SURFACE, FURN, 4"
719	SYD - AGGREGATE BASE, 6 INCH	400	SYD - MULCH
30	CYD - SHLD, CL 1, 6 INCH	20	LB - SEEDING, MIXTURE TUF
118	TON - HMA, 13A, EL		
104	SFT - CURB RAMP, CONC, 6 INCH		
10	FT - DETECTABLE WARNING SURFACE		

### REMOVAL PAY ITEMS (HMA BID ALTERNATE)

255	CYD - EXCAVATION, EARTH
8	FT - CURB, REM
9	SYD - SIDEWALK, REM.

### GENERAL WORK ITEMS (HMA BID ALTERNATE)

1	LS - MOBILIZATION, MAX.
1	LS - PROJECT CLEANUP
1	LS - SOIL EROSION AND SEDIMENTATION CONTROL

### SIGNING PAY ITEMS (HMA BID ALTERNATE)

36	FT - PAVT MRKG, POLYUREA, 24 INCH, CROSSWALK LADDER PATTERN, WHITE
----	--

Know what's below.  
Call **811** before you dig.



**CITY ENGINEER'S OFFICE**  
**MARQUETTE, MICHIGAN**  
1100 WRIGHT STREET, MARQUETTE, MI 49855  
PHONE (906)228-0440

### REVISIONS:

PRELIMINARY	12/13/21
BIDDING	1/6/22

DESIGN BY: MIKAEL KILPELA P.E., CITY ENGINEER  
DRAWN BY: JK  
DATE: 1/6/22  
FILE NAME: MQ22-018 SIDEWALK BASE.dwg

HOR. SCALE: 1" = 20'  
VERT. SCALE: N.A.

**WRIGHT STREET SIDEWALK EXTENSION**  
WRIGHT STREET TO LAKESHORE BOULEVARD  
TYPICAL CROSS SECTIONS - HMA BID ALTERNATE

**PROJECT MQ22-018**  
**SHEET 4 OF 4**



**Wright Street Sidewalk Extension  
and  
Sidewalk Repair and Replace Project  
MQ22-018**

**BP22-03**

**CITY OF MARQUETTE  
CITY ENGINEERS OFFICE  
1100 WRIGHT ST.  
MARQUETTE, MI. 49855  
PH. (906)228-0440**

## City of Marquette Specification Revisions for 2022

### General

All references to the Michigan Department of Transportation (MDOT) Standard Specifications for Construction are now to the 2020 edition.

### Chapter 1.02 Bidding Requirements and Conditions

Bidding procedures and requirements have been updated to reflect the use of online bidding through the Bid Express service at [www.bidexpress.com](http://www.bidexpress.com).

### Chapter 6.01.03.D – Water Main Construction Methods

The following wording has been **added**:

*Ensure that sufficient HMA is placed under the valve box top to prevent it from resting directly on the base and that the valve box lid is flush with HMA top course.*

### Chapter 6.07.04.F – Sanitary Sewer Appurtenances Construction Methods

The following wording has been **added**:

*Ensure that sufficient HMA is placed under the upper frame to prevent it from resting directly on the guide frame and the lid is flush with the HMA top course.*

### Chapter 6.09.B – Storm Sewer Construction Methods

The following wording has been **added**:

*Ensure that sufficient HMA is placed under the upper frame to prevent it from resting directly on the guide frame and the lid is flush with the HMA top course.*

**INVITATION TO BID  
BP22-03**

MQ22-018

Wright Street Sidewalk Extension and Sidewalk Repair and  
Replace Project

**PROJECT DESCRIPTION**

- A.** The work under this contract consists of work throughout the City of Marquette involving the replacement and repair of sidewalk as well as the extension of sidewalk on Wright Street.

**PROJECT LIMITS**

- A.** Various sidewalk replacement and repair locations throughout the City of Marquette as well as the new sidewalk extension on Wright Street between Presque Isle Avenue and Lakeshore Boulevard per the project plans.

**OWNER**

City of Marquette  
1100 Wright St.  
Marquette, MI 49855

**ENGINEER**

City Engineer's Office, City of Marquette

**BID OPENING**

Bids must be submitted online through the Bid Express service at [www.bidexpress.com](http://www.bidexpress.com). No paper or emailed bids will be accepted

All bidders must follow all instructions on the Bid Express solicitation. Failure to do so will result in the rejection of the bid proposal. All bids must be received by March 29<sup>th</sup>, 2022 at 11:00 am, after which time bids will be opened and read aloud in Room 103 of City Hall at 300 West Baraga Avenue. After checking all bids, the unit prices of the determined low bid will be made public using the Bid Express web portal.

**DOCUMENTS ON FILE**

Contract Documents may be obtained from the Bid Express solicitation. A link is posted on the City of Marquette website at:

<https://www.marquettemi.gov/departments/financial-services/bids-proposals-quotes/>

**BASIS OF BIDS**

Bids solicited on a unit price basis for the work specified. The base bid will be used to determine the low bid. The bid alternate may be utilized at the City's discretion.

## **BID GUARANTY**

Each bid will be accompanied by a Bid Bond, payable to the owner, in an amount not less than 5% of the amount of the Bid as a Bid Guaranty. Bid guaranty of the three lowest bidders will be returned after approval of the contract by the Owner. All others will be returned within 48 hours after the Bid Opening.

## **CONTRACT SECURITY**

The successful bidder will be required to furnish a satisfactory Performance Bond and Payment Bond, each in an amount of one hundred percent (100%) of the contract. The bonds shall remain in effect for a period of 1 year beyond the contractor's, subcontractor's, or supplier's last work on the project.

## **PASS THROUGH PAVEMENT WARRANTY CONTRACT AND BOND**

The successful bidder will be required to submit the Pass-Through Warranty Contract, Warranty Bond, and Insurance to the City of Marquette prior to the award of the construction contract to the prime contractor for the work to which the warranty applies. Ensure the warranty contractor is prequalified in the work classification for the type of work to be warranted. The Warranty Bond must guarantee performance of all warranty obligations for the covered work, in accordance with the Warranty Contract. All provisions of the prime contract will be applicable to the warranty contractor regarding the warranty work, except as otherwise expressly provided in the Pass-Through Pavement Warranty Contract.

All other construction items of work are still covered under a 2-year warranty per the contract and specifications.

## **BID WITHDRAWAL**

Withdrawal of any bid is prohibited for a period of 45 days after the actual date of opening thereof.

## **PRE-BID MEETING**

A pre-bid meeting will be held on March 16<sup>th</sup>, 2022 at 10:00 am in the Municipal Service Center at 1100 Wright Street. Meeting minutes will be included in a project addendum. This meeting will give contractors an update on City construction procedures and project-specific items. Contractor attendance is strongly recommended.

## **PRECONSTRUCTION MEETING**

Before any work is commenced under this contract, a preconstruction meeting between representatives of the Contractor, the City Engineering Department, and utility companies shall be held with the Engineering Department. The preconstruction meeting for this project will be held no later than 10 days after contract acceptance by the Marquette City Commission.

### **CONTRACT TIME**

The Contractor shall commence work on the project within ten days of receipt of the notice to proceed. Construction work shall be completed no later than July 29<sup>th</sup>, 2022. The contractor will be required to follow a phased construction schedule as set forth in the bid documents.

### **CONTRACT ACCEPTANCE**

It is anticipated the contractor will be selected by the Marquette City Commission on April 11<sup>th</sup>, 2022.

### **CLARIFICATION**

Questions regarding ambiguities or the propriety of these specifications shall be submitted via Bid Express not less than ten (10) days prior to formal bid opening. Such questions will not be entertained after said date.

### **LIQUIDATED DAMAGES**

Should the contractor fail to complete the work specified under this contract by July 29<sup>th</sup>, 2022, liquidated damages will be assessed at the rate shown in the following table.

**Table 1.08-1 Schedule of Liquidated Damages**

<b>Original Contract Amount (\$)</b>	<b>Liquidated damages per Calendar Days (\$)</b>
0 to 49,999	200
50,000 to 99,999	400
100,000 to 499,999	600
500,000 to 999,999	900
1,000,000 to 1,999,999	1,300
2,000,000 to 4,999,999	1,550
5,000,000 to 9,999,999	2,650
10,000,000 and above	3,000

### **PREVAILING WAGES**

Effective 28 February 2011, the City of Marquette adopted a Prevailing Wage resolution requiring that all mechanics and/or laborers employed on City construction projects costing in excess of \$65,000 be paid minimum wages as determined by the Secretary of Labor. These prevailing wage requirements will apply to this project if the contractor's total bid price is in excess of \$65,000.

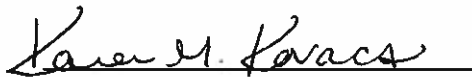
### **OWNERS RIGHTS**

The City reserves the right to reject or accept any or all Bids and Bid Alternates in the best interest of the City of Marquette.

## **TITLE VI REGULATIONS**

The City in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

CITY OF MARQUETTE, MICHIGAN

  
Karen M. Kovacs  
City Manager

## **TABLE OF CONTENTS**

BP22-03

### **MQ22-018 - Wright Street Sidewalk Extension and Sidewalk Repair and Replace Project**

#### **City of Marquette Specification Revisions for 2022 Invitation to Bid**

#### **CHAPTER 1**

---

1.01	DEFINITION	1-1
1.02	BIDDING REQUIREMENTS AND CONDITIONS	1-4
1.03	EXECUTION AND AWARD OF CONTRACT	1-5
1.04	SCOPE OF WORK	1-6
1.05	CONTROL OF WORK	1-8
1.06	CONTROL OF MATERIALS	1-12
1.07	LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC	1-14
1.08	PROSECUTION AND PROGRESS	1-19
1.09	MEASUREMENT & PAYMENT	1-21

#### **CHAPTER 2**

---

2.01	PROPOSAL ( <i>INFORMATIONAL – NOT FOR BIDDING</i> )	2-1
2.02	SCHEDULE OF ITEMS ( <i>INFORMATIONAL – NOT FOR BIDDING</i> )	2-2

#### **CHAPTER 3**

---

3.01	CONSTRUCTION CONTRACT	3-1
------	-----------------------	-----

#### **CHAPTER 4**

---

4.01	BID BOND	4-1
4.02	PERFORMANCE BOND	4-2
4.03	PAYMENT BOND	4-4
4.04	CONSENT OF SURETY TO FINAL PAYMENT	4-6
4.05	CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS & PAYMENT OF DEBTS & CLAIMS	4-7

#### **CHAPTER 5**

---

5.01	GENERAL DESCRIPTION	5-1
5.02	SCOPE OF WORK	5-1
5.03	CONTROL OF WORK AND CONSTRUCTION PHASES	5-1
5.04	COORDINATING CLAUSE FOR UTILITIES	5-2
5.05	UTILITIES	5-3
5.06	TRAFFIC	5-4
5.07	PRECONSTRUCTION AND PROGRESS MEETINGS	5-5
5.08	NOTICE TO PROCEED	5-6

5.09 PROSECUTION, PROGRESS AND LIQUIDATED DAMAGES	5-6
5.10 RESIDENT NOTIFICATION	5-7
5.11 CONTRACTOR RESPONSIBILITY FOR HOLIDAY, NIGHT & WEEKEND PROBLEMS	5-8
5.12 PRESERVATION OF TREES AND SHRUBBERY	5-8
5.13 SUBMITTAL PROCEDURES	5-8
5.14 FORCE ACCOUNT WORK	5-9
5.15 NOTIFICATION OF UNSCHEDULED WEEKEND OR OVERTIME WORK	5-9
5.16 DOCUMENTS TO SUBMIT WITH CERTIFIED PAYROLLS	5-10

## **CHAPTER 6**

---

6.01 RESIDENT NOTIFICATION	6-1
----------------------------	-----

## **CHAPTER 7**

---

7.01 MOBILIZATION	7-1
7.02 TOPSOIL SURFACE, 4"	7-3
7.03 BITUMINOUS MIXTURES	7-5
7.04 REMOVING SIDEWALK	7-6
7.05 SOIL EROSION AND SEDIMENTATION CONTROL	7-6
7.06 SEMCO ENERGY GAS COMPANY	7-7
7.07 SIDEWALK RAMP, ADA	7-8
7.08 CONCRETE CURB, GUTTER, AND SIDEWALK	7-9
7.09 ACCEPTANCE OF HOT MIX ASPHALT MIXTURES	7-10
7.10 QUALITY CONTROL AND ACCEPTANCE OF PORTLAND CEMENT CONCRETE	7-12
7.11 TRAFFIC CONTROL	7-17

### **APPENDIX I PRE-APPROVED MATERIALS LIST**

### **APPENDIX II PREVAILING WAGES**

1. CITY OF MARQUETTE PREVAILING WAGE RESOLUTION
2. DAVIS BACON WAGE RATES – GENERAL DECISION MI20220001

### **APPENDIX III CONCRETE CURBING, SIDEWALK AND DRIVEWAY DETAILS**

### **APPENDIX IV LOCATION SHEETS**

**CITY OF MARQUETTE**  
CHAPTER 1  
GENERAL REQUIREMENTS AND COVENANTS

**1.01 DEFINITION OF TERMS**

**A. Abbreviations**

Wherever the following abbreviations are used in these specifications or the plans, they are to be construed in the same as the respective expressions represented:

- AASHTO      American Association of State Highway and Transportation Officials
- ANSI          American National Standards Institute
- ASTM        American Society for Testing and Materials
- MDOT        Michigan Department of Transportation

**B. Definitions**

*ADDENDUM* (ADDENDA, PLURAL): An Addendum is a document issued by the City prior to the opening of the General Bids which clarifies, amends, or modifies the Bidding Documents or the Contract Documents.

*ADVERTISEMENT*: The public invitation to bid, as required by law, inviting bids for work to be performed and materials to be furnished.

*AUTHORIZATION*: The written approval by authority of the City's Engineer or his authorized representative, for changes in or extras to plans or changes in the quantity of work.

*AWARD*: Formal execution of the contract form by the successful Bidder and the City.

*BASE COURSE*: The layer or layers of specified or selected material of designed thickness placed on a subbase or a subgrade to support a surface course.

*BIDDER*: The individual, partnership or corporation, or a combination thereof, formally submitting a proposal for the work contemplated, acting directly or through an authorized representative.

*CALENDAR DAY*: Every day shown on the calendar beginning and ending at midnight.

*CITY*: The City of Marquette, Michigan a municipal corporation.

*COMMISSION*: The City Commission of the City of Marquette.

*CONTRACT*: The written agreement between the City and the Contractor setting forth the obligations of the parties thereunder. The contract includes the Invitation to Bid,

Information for Bidders, Bidder's Proposal, Contract Form and Contract Bond, Certificates of Insurance, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Addendum, and Notice to Proceed, also any change orders and agreements which are required to complete the construction of the work in an acceptable manner, all of which constitute one instrument.

*CONTRACT BOND:* The approved form of security, executed by the Contractor and his Surety or Sureties, guaranteeing execution of the contract and the payment of legal debts pertaining to the construction of the project.

1. *Payment Bond:* The security furnished by the Contractor and his Surety to guarantee payment of the debts covered by the bond.
2. *Performance Bond:* The security furnished by the Contractor and his Surety to guarantee performance of the work in accordance with the contract.

*CONTRACT ITEM (PAY ITEM):* A specially described item of work for which a unit price is provided in the contract.

*CONTRACT TIME:* The period of time assigned in the contract, inclusive, from the date of execution of the contract form to the specified completion date or until the specified number of calendar days has elapsed and in each case including authorized extensions of time.

*CONTRACT UNIT PRICE:* The price provided in the contract for a specifically described item of work.

*CONTRACTOR:* The individual, partnership or corporation, or any combination thereof undertaking the execution of the work under the terms of the contract and acting directly or through agents or employees.

*CULVERT:* A structure which provides a total clear span opening of less than 20 feet under a roadbed.

*EARTH GRADE:* The completely graded roadway before placing the pavement structure.

*ENGINEER:* The City Engineer or his authorized representative.

*ESTIMATE:*

1. *Final Estimate:* A compilation of final quantities showing work performed, upon which basis final payment is made.
2. *Progress Estimate:* An estimate made periodically as the work progresses showing estimated work performed and materials furnished and upon which basis periodic payments are made.

*EXTENSION OF TIME:* The additional contract time authorized by the City beyond the original calendar date, or number of calendar days, specified in the contract.

*EXTRA WORK:* Any work which is determined to be essential to the satisfactory completion of the contract and which does not appear in the proposal as a specific item of work and which is not included in the price bid for other items in the contract.

*INSPECTOR:* The authorized representative of the Engineer, assigned to make detailed inspections of the contract performance.

**LIQUIDATED DAMAGES:** Liquidated Damages are a specified sum of money stipulated by the contract as the amount to be recovered for each day of delay towards the completion of a project. By entering into the Contract, the Contractor agrees with the money stipulated by the contract to be recovered for each day of delay. A day as specified will be defined as a "Calendar Day".

**LOCAL TRAFFIC:** That traffic which has origin or destination within the project limits.

**MAXIMUM UNIT WEIGHT:** Maximum Unit Weight, when used as a measure of compaction or density of soils having a loss by washing greater than 10 percent, shall be understood to mean the maximum unit weight per cubic foot as determined by AASHTO, modified to include all material passing the 1-inch sieve.

**SPECIFICATIONS:** A general term applied to all directions, provisions and requirements pertaining to performance of the work.

1. Standard Specifications: All requirements and provisions contained in this document of Standard Specifications of the City of Marquette.
2. Supplemental Specifications: Detailed specifications supplemental to or superseding the Standard Specifications.
3. Special Provisions: The special requirements, regulations, or directions prepared to cover work on a particular project not provided by the Standard Specifications or Supplemental Specifications. An addendum is a Special provision.

**STANDARD PLANS:** Those plans which contain details, of contract items and materials, which are in general use.

**SUBBASE:** The layer of specified material of designed thickness placed on the subgrade as a part of the pavement structure.

**SUBCONTRACTOR:** The individual, partnership or corporation, or a combination thereof, undertaking the execution of a part of the work under the terms of the contract, by virtue of an agreement with the Contractor approved by the Engineer.

**SUBGRADE:** That portion of the earth upon which the pavement structure is to be placed.

**SURETY:** The legal entity which is bound with, and for the Contractor for the performance of the contract and for the payment of all lawful indebtedness pertaining thereto.

**SURFACE COURSE:** The top layer of a pavement structure.

**TEMPORARY ROAD:** A roadway constructed to facilitate the movement of vehicular and pedestrian traffic around a construction operation including appurtenances.

**TEMPORARY ROUTE:** An existing road over which the traffic is temporarily diverted.

**TRAFFIC CONTROL DEVICES:** Signs, signals, lighting devices, barricades, barrels, delineators, pavement markings, traffic regulators and all other equipment for protecting and regulating traffic in accordance with the 2011 Michigan Manual of Uniform Traffic Control Devices unless otherwise specified.

**TRAFFIC LANE:** The portion of the traveled way for the movement of a single line of vehicles.

**TRAFFIC REGULATOR:** A person assigned to regulate traffic.

*TRAVELED WAY:* The portion of the roadway for the movement of vehicles, exclusive of shoulders.

*WORK:* Work shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all the duties and obligations imposed.

*WORKING DRAWINGS:* Stress sheets, shop drawings, erection plans, falsework plans, framework plans, cofferdam plans, bending diagrams for reinforcing steel, or any other supplementary plans or similar data which the Contractor is required to submit to the Engineer for approval.

*WORK ORDER:* A written order of contractual status signed by the Engineer and requiring performance by the Contractor.

## **1.02 BIDDING REQUIREMENTS AND CONDITIONS**

### **A. Bid Schedule Quantities**

The quantities appearing in the bid schedule are approximate only and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted provided that the total dollar amount of the contract is not changed by more than twenty-five percent. The bid unit prices may be negotiated only if the total contract price is changed by 25% or more.

### **B. Examination of Plans, Specifications and Site of Work**

Bidders shall carefully examine the proposal forms, plans and specifications and inspect the site of the proposed work in order to satisfy themselves, by examination, as to all local conditions affecting the contract and as to the detailed requirements of construction. The submission of a bid shall be considered prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the plans, specifications, supplemental specifications, special provisions, and contract.

Bidders shall also familiarize themselves with the requirements of all Federal, State and local laws which may directly or indirectly affect the prosecution of the work and the furnishing of the necessary materials.

### **C. Preparation of Proposal**

The proposal shall be electronically signed and all sections completed online through the Bid Express service at [www.bidexpress.com](http://www.bidexpress.com). It shall be submitted in its entirety with no modification or changes except as authorized by the Purchasing Agent of the City of Marquette.

#### **D. Irregular Proposals**

Proposals will be considered irregular and will be rejected for either of the following reasons:

1. If the proposal does not contain a unit price for each pay item listed except lump sum items.
2. If all required fields and documents are not completed according to the instructions on the Bid Express Solicitation. This includes acknowledging all addendums that have been issued.

Proposals will be considered irregular and may be rejected for any of the following reasons:

1. If the form is altered.
2. If there are unauthorized alternate bids or conditional bids.
3. If there are unauthorized additions to the proposal.
4. If there are irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
5. If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

#### **E. Proposal Guaranty**

No proposal will be considered unless accompanied by a guaranty in the form of a certified check or a bid bond by a surety company registered to do business in the State of Michigan, in an amount not less than five percent of the Bid total.

#### **F. Delivery of Proposal**

Bids are to be submitted online through the Bid Express service at [www.bidexpress.com](http://www.bidexpress.com). No paper, or emailed bids will be accepted. All proposals must be submitted prior to the deadline specified in the advertisement. More than one proposal for the same project from an individual, partnership or corporation will not be considered.

#### **G. Withdrawal or Revision of Proposal**

A Bidder will be permitted to revise, or withdraw their proposal using Bid Express prior to the deadline.

#### **H. Public Opening of the Proposals**

Proposals will be checked publicly and the total amount of each bid will be read aloud at the time and place specified in the advertisement. After checking all bids, the unit prices of the determined low bid will be made public using the Bid Express web portal.

### **1.03 EXECUTION AND AWARD OF CONTRACT**

#### **A. Consideration of Proposals**

The right is reserved to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if in the judgement of the City Commission the best interests of the City will be promoted thereby. The base bid will be used to determine the low bid. The bid alternate may be utilized at the City's discretion.

## **B. Execution and Award of Contract**

The City Commission will, as soon as practicable after opening of proposals, accept the proposal determined to best promote the interests of the City and reject all other proposals. This acceptance does not constitute the award of the contract. The City Engineer will send notice of proposal acceptance together with the required bond forms to the successful Bidder at the address given on his proposal. Upon receipt of these documents the successful Bidder shall return the completed bond forms to the City Engineer and execute the contract forms with the City prior to the scheduled City Commission meeting. The project will be deemed awarded and a binding contract shall arise only when the contract form has been fully executed by the successful Bidder and approved by the City Commission and executed by the authorized officials of the City.

## **C. Return of Proposal Guaranty**

The proposal guarantees of all except the successful Bidder will be returned promptly following the approval of a proposal by the City Commission. The City will hold the proposal guaranty of the successful Bidder until the contract and bond forms have been fully executed. In the event that all proposals are rejected by the City Commission the proposal guarantees of all Bidders will be returned promptly following such rejection.

## **D. Requirements of Contract Bond**

The successful Bidder shall furnish satisfactory performance and payment bonds each in the amount of not less than 100 percent of the total contract price. Such bonds shall be on the forms provided and shall meet the requirements specified by Michigan law.

## **E. Failure to Execute Contract**

Failure on the part of the successful Bidder to execute the contract form and file satisfactory bonds within a 15-day period shall result in the forfeiture of the proposal guaranty to the City.

## **1.04 SCOPE OF THE WORK**

### **A. Intent of the Plans, Specifications, and Contract**

The intent of the plans, specifications, and contract is to provide for completion of the work in substantial compliance with the details as shown thereon and as described herein. The Contractor shall furnish all labor, materials, equipment, tools, transportation and necessary supplies, and shall perform all operations required to complete the work in accordance with the specifications, and the lines, grades and cross sections provided for on the plans or by authorization.

### **B. Special Work**

Proposed construction or requirements not covered by these specifications will be covered by Supplemental Specifications and Special Provisions contained in the proposal or on the plans.

### **C. Changes in Quantities, Plans or Character of the Work**

The Engineer shall have the right under the contract to make increases and decreases in the quantities, delete work items, and make changes in the plans, in the character of the

work, and the termini of the project, as may be necessary or desirable to insure completion of the contemplated work provided that the sum total of such changes does not change the original contract dollar amount by more than twenty-five percent. Unit bid prices in the proposal will not be revised unless the total contract value is increased or decreased by more than twenty-five percent.

#### **D. Traffic Control**

No road or section thereof shall be closed to traffic unless provided on the plans, in the specifications, or permitted by the City Engineer.

Where construction interferes with the normal use of existing roads or sidewalks, the Contractor shall at all times provide facilities for pedestrian ingress and egress for the property adjacent to the work. For local traffic, the Contractor shall limit his occupation of the right-of-way within a reasonable distance of any properties adjacent to the work for which vehicular ingress and egress is denied by the work. The Contractor shall make all necessary arrangements with residents of property affected by the work regarding vehicular and pedestrian access to their respective properties. Contractor shall also make necessary arrangements for emergency vehicular access at all times throughout duration of construction.

#### **E. Final Cleaning Up**

Before final acceptance of the work, the Contractor shall remove all falsework, excavated or useless materials, rubbish and temporary buildings, bridges and approaches, replace or renew any fences damaged, and restore in an acceptable manner all property, both public and private, which may have been used or damaged during the prosecution of the work. All excavated material or falsework placed in stream channels during construction shall be removed. The Contractor shall remove from the right-of-way all machinery, equipment, and surplus material and leave all areas occupied by the Contractor in conjunction with the contract in a neat, presentable, and completely restored condition satisfactory to the Engineer.

#### **F. Requirements of Pavement Warranty Bond**

The successful Bidder shall furnish a satisfactory pavement warranty bond prior to the scheduled City Commission meeting. The Contractor shall furnish a single term bond worth 5% of the total contract or \$1,000,000, whichever is less, secured in the name of the City of Marquette. Such bond shall be on the form provided and shall meet the requirements specified by Michigan law.

#### **G. Requirements of Pass Through Pavement Warranty Contract**

The successful Bidder shall furnish a satisfactory pass through warranty contract prior to the scheduled City commission meeting. Such contract shall be on the form provided and shall meet the requirements specified in the laws of Michigan.

## **1.05 CONTROL OF THE WORK**

### **A. Authority of Engineer**

The Engineer will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; and all questions as to the satisfactory and acceptable fulfillment of the terms of the contract by the Contractor.

The Engineer shall have authority to suspend the work wholly or in part, for such period or periods as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the prosecution of the work or for any other condition or reason deemed to be in the interest of the public. The Contractor shall not suspend the work or remove therefrom equipment, materials, or personnel necessary for the prosecution of the work without permission from the Engineer.

Upon suspension, the work shall be put in proper and satisfactory condition, carefully covered and properly protected. In all cases of Engineer ordered suspension of construction operations, the work shall not be resumed until permitted by written order of the Engineer.

The Contractor shall obtain the written approval of the Engineer for utilization of City owned areas other than street right-of-way for plant operation, materials or stockpiles.

In order to avoid cumbersome and needless repetition of such phrases as "to the Engineer" and "by the Engineer" throughout the Specifications it shall be understood that when an order, instruction, decision, exercise of judgment, or other similar action is indicated, such order, instruction, decision, exercise of judgment, or other similar action will be issued, given, made by, or reserved to the Engineer.

### **B. Plans and Working Drawings**

Plans showing such details as are necessary to give a comprehensive idea of the construction contemplated will be furnished by the Engineer. Dimensions on the contract drawings which are omitted or needed to complete the work will be furnished by the Engineer. The Contractor shall be responsible for all scaled dimensions on the contract drawings.

The Contractor shall submit to the Engineer for review such shop plans or working drawings not furnished by the Engineer as may be required for any part of the finished structure or roadway.

The Contractor may also be required to submit for the Engineer's information working drawings for any falsework, forms, cofferdams or other incidental details required in the construction and not a part of the finished structure. The Contractor shall be fully responsible for the correctness of working drawings.

It shall be the responsibility of the Contractor to have the working drawings or shop plans submitted as early as possible in order to permit the Engineer sufficient time to adequately review them prior to distribution. The Engineer will distribute reproductions of all working drawings or shop plans. The Contractor shall furnish the Engineer with such copies of the working drawings as may be required for review and distribution.

Upon completion of the work, the Contractor shall furnish the City with one complete set of shop plans on reproducible media. Copies of catalogue cuts, parts lists, operating procedures, and instruction, as necessary for the project, shall be furnished by the Contractor when requested.

#### **C. Deviations from the Plans**

Deviations from the plans for the work or from working drawings will not be permitted without the written order of the Engineer.

#### **D. Conformity with Plans and Specifications**

All work performed and all materials furnished shall be in reasonable close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications.

In the event the Engineer finds the materials, work performed, or the finished product not within reasonably close conformity with the plans and specifications, he will then determine if the work is to be accepted or rejected. If the work is to be accepted, the Engineer will document the basis of acceptance by contract modifications which will provide for an appropriate adjustment in the contract price, or a guaranty bond, as he deems necessary to conform to his determination based on engineering judgment except where adjustments are shown elsewhere in these specifications.

In the event the Engineer rejects the work, it shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

#### **E. Coordination of Specifications and Plans**

In case of discrepancy, figured dimensions shall govern over scaled dimensions, and the parts of the contract will prevail over all other parts in the following order:

1. Special Provisions
2. Supplemental Specifications
3. Project Plans and Drawings
4. Standard Plans
5. Standard Specifications

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

#### **F. Cooperation by Contractor**

The Contractor shall conduct his operations so as to interfere as little as possible with those of other Contractors, utilities, or any public authority on or near the work as shown on the plans or in the proposal. 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 his work and cooperate with such other parties so as to cause as little interference as possible with their operations and as the Engineer may direct.

No additional compensation will be paid to the Contractor for any reasonable delay or inconvenience due to material shortages or reasonable delays due to the operations of such other parties doing the work indicated or shown on the plans or in the proposal, or for any reasonable delays on construction due to the encountering of existing utilities that are shown on the plans.

The Contractor shall have a competent Superintendent or Foreman on the job site at all times when work is being performed. This person shall be authorized to act for the Contractor as his agent on the work and shall have the authority to sign for and agree on daily quantities and any additional work done under force account time. This person shall thoroughly understand the plans and specifications and shall receive instructions from the Engineer. On package projects the prime Contractor shall designate a Project Supervisor authorized to act as his agent and to be responsible for all Subcontractors. The Project Supervisor shall be designated by name prior to commencement of the work and shall be available as required for proper management of the project during the duration of the contract.

The Contractor shall furnish each Subcontractor, Superintendent and Foreman with a copy of that part of the plans and specifications pertaining to the work he is directing.

#### **G. Lines, Grades, and Elevation**

The location, alignment, elevation, and grade of the work will be determined by the Engineer who will set such controls as are necessary to properly mark these elements. The Contractor shall assume full responsibility for detail dimensions and elevations measured from the lines, grades, and elevations so established.

The Engineer will provide grade and alignment stakes. The Contractor will be responsible for protecting and transferring these grade and alignment stakes to meet his work schedule. The Engineer will require reasonable advance notice which, if deemed necessary, may be requested in writing when the Contractor's needs are indeterminate or erratic or when the magnitude of the work makes scheduling necessary. Should the Engineer show up to install stakes and the Contractor does not have the site ready, the Contractor shall reschedule with the Engineer at the next available time. If the Contractor cannot wait until the Engineer is available again, it will be the Contractors' responsibility to have the stakes installed at his expense. It will be the Contractor's responsibility to be sure he understands all information contained on the stakes set.

Stakes set by the Engineer shall be carefully preserved by the Contractor. In case such stakes are destroyed by the Contractor, they will be replaced at the Engineer's earliest convenience and at the Contractors' expense on a time and material basis.

Stakes set by the Engineer/Surveyor shall be carefully preserved by the Contractor after the structure has been placed to allow adequate time for location inspection.

The Contractor shall provide such scaffolds, batter-boards, straightedges, templates, or other devices as may be necessary to facilitate laying out and inspecting the work. The Contractor shall have the equipment and labor expertise on site to transfer the lines, grades, and elevations established by the Engineer to meet his own construction schedule.

## **H. Authority and Duties of Inspectors**

Inspectors may be appointed and directed to inspect all materials used and all work done. The inspection may extend to all parts of the work and to the preparation or manufacture of the materials for use in the work. The inspectors will not be authorized to revoke, alter, enlarge, or relax any of the provisions of these specifications, nor change the plans in any particular way. The Inspector will call to the attention of the Contractor any failure to follow the plans and specifications that he may observe. In case of any dispute arising between the Contractor and the Inspectors to the materials furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to and be decided by the Engineer. In no instance shall any action or omission on the part of the Inspector relieve the Contractor of the responsibility of completing the work in accordance with the plans and specifications.

## **I. Schedule Requirements**

The low bidder(s) for the work covered by this proposal will be required to meet with City of Marquette representatives to work out a detailed progress schedule. The schedule for this meeting will be set within one week after the contract is awarded. The City Engineer will arrange the time and place for the meeting.

The Progress Schedule shall include, as a minimum, the controlling work items for the completion of the project and the planned dates (or work day for a work day project) that these work items will be controlling operations. When specified in the bidding proposal, the date the project is to be opened to traffic as well as the final project completion date shall also be included in the project schedule. If the Bidding Proposal specifies other controlling dates, these shall also be included in the Progress Schedule.

The low bidder for the work covered by this proposal will be required to submit a computer generated CPM (Critical Path Method) network (arrow diagrams) at the preconstruction meeting. The arrow diagram shall be the customary activity-on-arrow type or an approved equal that describes the work activities to be accomplished and their dependency on each other. A sufficient number of activities (tasks) will be required with sufficient detail so the controlling operation can be identified.

Notation of each activity arrow shall include a brief work description and activity time duration. The Contractor shall submit an updated computer-generated CPM network every two weeks for those activities that remain to occur. The Engineer may request that an updated CPM network be submitted more frequently if deemed necessary. Project pay estimates may be delayed if the CPM network is not updated to reflect the progress of the project.

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.

## **1.06 CONTROL OF MATERIALS**

### **A. Quality and Sourced Supply**

Only materials or fabricated items conforming to the requirements of the specifications and approved by the Engineer prior to use shall be used in the work. Prior to commencing the work, the Contractor shall furnish to the Engineer a complete written statement of the origin, composition and manufacture of all materials and fabricated items required in the work together with copies of manufacturer's certified test reports, cut sheets, product data or supplier's reports of Michigan Department of Transportation approval for all such materials and fabricated items. Materials shall be approved by the Engineer before installation. Any material installed prior to approval by the Engineer will be at the Contractors expense for both installation and removal of the material. The Contractor will be permitted to change the source of supply only with the prior written approval of the Engineer.

If it is found that a source of supply does not furnish an acceptable and uniform product, or if for any reason the product from any source at any time proves to be unsatisfactory to the Engineer, the Engineer may require the Contractor, fabricator or supplier to furnish acceptable material from other sources and the Contractor shall have no claim for increased cost on account of such requirement.

All structural steel shall be fabricated in the United States unless otherwise shown on the plans or in the proposal.

### **B. Use of Materials Found on the Work Site**

The Contractor may use on the work such stone, gravel, sand, or other material determined suitable by the Engineer, as may be found in the roadway excavation and will be paid both for the excavation of such materials at the corresponding contract unit price and for the pay item for which the excavated material is used in accordance with the pay items listed in the proposal. He shall replace at his own expense with other acceptable material all of that portion of the excavation material so removed and used which was suitable for use as in place material.

The Contractor shall not excavate or remove any material from within the right-of-way which is not within the grading limits, as indicated by the grade lines, without written authorization from the Engineer.

### **C. Natural Material Sources**

Material secured from outside the right-of-way is considered borrow material and is used for such items as embankment, swamp backfill, granular embankment, structure back fill, subbase, and trench back fill.

When sources of natural materials are designated on the plans or described in the special provisions, the Contractor shall determine for himself the amount of equipment and work required to produce acceptable material from such sources. It shall be understood that it is not feasible to ascertain from samples the limits or quality of an entire deposit, and that variations shall be considered normal. The Engineer may order procurement of material from any portion of a deposit and may reject portions of the deposit as unacceptable. If the Contractor desires to use material from sources other than those designated, he shall acquire the necessary rights and shall bear all costs related to acquisitions and use of such sources.

When material deposits are not designated on the plans or in the special provisions, the Contractor shall provide material acceptable to the Engineer.

Sites from which material has been removed shall, upon completion of the work, be left in a neat condition.

Payment for work and materials required to build and maintain borrow haul routes will be considered as having been included in the contract unit prices bid for other contract items.

The Contractor will be held liable for all damages caused by his hauling operations and will be required to pay for such damages as specified under Legal Relations and Responsibility to Public, chapter 1.07 below.

Unless otherwise called for on the plans or in the proposal, the Contractor shall furnish the borrow material.

If not otherwise specified, the Contractor-furnished borrow material shall consist of sound mineral soil having a weight of not less than 95 pounds per cubic foot, determined as specified under Maximum Unit Weight definition in this chapter. It shall not include swamp materials such as peat, muck, or other wet or unstable soils. Stones, broken rock, or masonry included as mixtures with soils shall be limited in size and quantity as per the material sieve size specification to allow for proper compaction of the soil.

#### **D. Sample of Materials**

Samples upon which acceptance or rejection of material is based will be taken by a representative of the City in accordance with the methods designated in the specifications. The Contractor shall afford such facilities as the Engineer may require for collecting and forwarding samples and shall not use the materials represented by the sample until they have been found to satisfy the requirements of the specifications. The Contractor in all cases shall furnish the required samples without charge and, when required, shall prepay the transportation charges for shipment of samples to the testing laboratory.

#### **E. Tests of Materials**

The City reserves the right to conduct random testing of all materials used or proposed to be used in the work. Unless provided elsewhere, all such testing will be at the expense of the City and will be conducted by the City or its designated agent.

The materials used or proposed to be used in the work may be inspected and tested at any time and at any place during their preparation, storage and use, unless otherwise specified. All tests of materials will be made in accordance with methods as described or designated in the specifications.

Unless specifically stated otherwise by date, suffix or both, whenever reference is made to standards of another specifying agency or organization, it shall be understood that the specification, or method, current at the date of advertisement for bids shall apply. Current ASTM specifications, or methods, shall be either Standard or Tentative Standard Specifications, or Methods, but shall not include Tentative Revisions of ASTM Standards.

Additional testing required for areas that have been previously retested due to improper construction methods or materials will require the Contractor to cover the costs of those

tests. These costs will be charged to the Contractor and deducted from any payment due the Contractor.

#### **F. Storage of Materials**

Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Items susceptible to damage shall be protected by suitable shelters. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. Portions of the right-of-way, or other City-owned property approved for the purpose may be used during that phase of the project or the next phase directly abutting that project for storage and for the placing of the Contractor's plant and equipment, but any additional space required therefore must be provided by the Contractor at his expense. Private property shall not be used for storage purposes without written permission of the owner or lessee, and if requested by the Engineer copies of such written permission shall be furnished to him. All storage sites shall be restored to a satisfactory condition by the Contractor at his expense.

Trailers used for equipment storage will be allowed a maximum time of 30 days in the public right of way on any block of construction or block adjoining that construction.

#### **G. Handling Materials**

All materials shall be handled in such a manner as to preserve their quality and fitness for the work. Aggregates shall be transported from the storage site to the work in vehicles so constructed and maintained as to prevent loss or segregation of materials after loading and measuring.

All materials not conforming to the requirements of the specifications shall be considered as unacceptable and all such materials will be rejected and shall be removed immediately from the site of the work unless otherwise instructed by the Engineer. No rejected material, the defects of which have been corrected, shall be used until approval has been given.

#### **H. Unused Material**

All furnished materials which are not incorporated in the work upon completion of the work items, shall remain the property of the Contractor and shall be removed from the project prior to acceptance of the work.

### **1.07 LEGAL RELATIONS RESPONSIBILITY TO PUBLIC**

#### **A. Laws to be Observed**

The Contractor is required to be familiar with all laws, ordinances and regulations which supplement these Standard Specifications or affect the equipment and materials used in the proposed construction, those employed on the work and the conduct of the work, and he shall save harmless and indemnify the City and its representatives against any claim arising from violation thereof.

Pursuant to the requirements of Section 4 of Act No. 251, Public Acts of the State of Michigan of 1955, as amended, Act 45 of the 1963 second extra session, and the State Code of Fair Practices, the Contractor agrees not to discriminate against any employee or applicant for

employment, to be employed in the performance of the contract, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of age or sex, except where based on a bona fide occupational qualification, or race, color, religion, national origin, or ancestry. The Contractor further agrees that every subcontract entered into for the performance of the contract will contain a provision requiring nondiscrimination in employment, as herein specified, binding upon each Subcontractor. Breach of this covenant may be regarded as a material breach of the contract.

#### **B. Permits and Licenses**

The Contractor shall procure all permits and licenses and pay all charges and fees necessary and incident to the due and lawful prosecution of the work, unless otherwise provided.

#### **C. Sanitary Provisions**

Prior to the start of construction, the Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Federal, State and local health authorities, and he shall take such precautions as are necessary to avoid creating unsanitary conditions.

All temporary sanitary installations for use during construction shall be removed from the project by the Contractor before acceptance of the work. The construction, maintenance, and removal of all temporary sanitary facilities shall be incidental to the construction of the project and will not be paid for separately.

#### **D. Furnishing Right-of-Way**

The City will be responsible for securing all necessary rights-of-way in advance of construction. Any known exceptions will be indicated in the contract.

#### **E. Protection and Restoration of Property**

The Contractor shall restore, at his own expense, any and all public or private property damaged or injured in consequence of any act or omission on his part or on the part of his employees or agents, to a condition similar and equal to that existing before such damage or injury was done. If the Contractor neglects to repair or make restoration, the Engineer may, after 48 hours written notice to the Contractor, proceed to make such repairs or restoration, and will deduct the cost thereof from any monies that are or may become due the Contractor.

Land monuments and property corners shall not be moved or otherwise disturbed, except as directed by the Engineer.

#### **F. Damage and Liability Insurance**

The Contractor shall name the City as additional Insured on the Contractor's insurance to protect the City against all claims for damages to public or private property and for injuries to persons arising out of and during the progress and to the completion of the work.

1. **Worker's Compensation Insurance:**  
The Contractor, prior to the execution of the contract, shall file a certification that he carries Worker's compensation Insurance.
2. **Bodily Injury and Property Damage:**  
The Contractor, prior to execution of the contract, shall file with the City copies of completed certificates of insurance, and naming the City as an additional insured as evidence that he carries adequate insurance, satisfactory to the City Purchasing Agent to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the work, and to its completion and, where specified in the proposal, similar insurance to protect the owner of premises on or near where construction operations are to be performed.
3. **Bodily Injury and Property Damage Other than Automobile:**  
Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

**Bodily Injury Liability**

Each Person	\$5,000,000
Each Occurrence	\$5,000,000

**Property Damage Liability**

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

Such insurance shall include, but not be limited to, coverage for:

- a) Underground damage to facilities due to drilling and excavating with mechanical equipment; and
  - b) Collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building, moving or demolition.
  - c) the above limits may be achieved with an Umbrella policy.
4. **Owner's Protective Liability:**  
The bodily injury and property damage protection specified above shall be extended to cover the City for injuries or damages arising from work covered by the contract.
  5. **Bodily Injury Liability and Property Damage Liability – Automobiles:**  
Unless otherwise specifically required by special provisions in the proposal, the minimum limits of bodily injury liability and property damage liability shall be:

**Bodily Injury Liability**

Each Person	\$5,000,000
Each Occurrence	\$5,000,000

**Property Damage Liability**

Each Occurrence	\$5,000,000
-----------------	-------------

**Combined Single Limit**

Each Occurrence	\$5,000,000
-----------------	-------------

6. **Notice:**  
The Contractor shall not cancel or reduce the coverage of any insurance required by this Section without providing 30-day prior written notice to the Engineer. All such

insurance must include an endorsement whereby the insurer shall agree to notify the Engineer immediately of any reduction by the Contractor. The Contractor shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force.

**7. Reports:**

At the request of the Engineer, the Contractor or his insurance carrier shall report claims received, inspections made, and disposition of claims.

**G. Contractor's Responsibility for Work**

Until the final acceptance of the work by the Engineer, as evidenced in writing, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damage to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except damage to the work due to unforeseeable causes beyond the control of and without fault or negligence of the Contractor, including but not restricted to acts of God or of the public enemy, acts of the Government, slides found by the Engineer to have been unavoidable, and ordinary wear and tear on any section of road opened to traffic by order of the Engineer.

If during the construction operations the Contractor intends to drain the construction project, or parts thereof, through the existing drainage system belonging to the City or other governmental unit, or through portions of the drainage system to be built under the contract, prior arrangements for such use shall be made with, and approved by, the Engineer. The Engineer and the Contractor shall determine the condition of such facilities and make such arrangements as necessary to permit use. Before acceptance of the project, the Contractor shall clean, repair, and otherwise restore all drainage facilities used, or affected by his operations, to as good or better condition than they were prior to his use. Such drainage facilities include catch basins, manholes, sumps, sewers, lift stations, outlets, and open drainage systems. If the Contractor fails to obtain prior approval for use of the drainage facilities, he will be held responsible for all remedial work required to restore them to a satisfactory condition, as determined by the Engineer.

In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials, and shall properly store them, if necessary, and shall provide suitable drainage of the roadway.

**H. Contractor's Responsibility for Utility Property and Services**

At points where the Contractor's operations are adjacent to properties of railway, telephone, water, sewer, electric, gas, petroleum, or cable television companies, hereinafter referred to as utilities, or are adjacent to other property, damage to which might result in considerable expenses, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

The Contractor shall cooperate with the owners of any underground or overhead utilities in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those utilities will not be unnecessarily interrupted.

The Contractor shall arrange, through the Engineer, for the discontinuance of all utility services that are to be abandoned as part of the project. The City will hold the Contractor responsible for any claim arising from his failure to do so.

In the event of interruption to utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper utility and shall cooperate with the said utility in the restoration of service. If utility service is interrupted, repair work shall be continuous until the service is restored.

#### **I. Personal Liability of Public Officials**

In carrying out any of the provisions of these specifications, or in exercising any power or authority granted to them by or within the scope of the contract, there shall be no liability upon any officer of the City, the City Purchasing Agent, the Engineer, or their authorized representatives, either personally or as officials of the City, it being understood that in all such matters they act solely as agents and representatives of the City.

#### **J. No Waiver of Legal Rights**

The City shall not be precluded or estopped by any measurement, estimate or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any such measurement, estimate or certificate is untrue or incorrectly made, nor that the work or materials do not conform in fact to the contract. The City shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith from recovering from the Contractor and the Surety such damages as it may have sustained by reason of his failure to comply with the terms of the contract. Neither the acceptance by the Engineer or by his representative, nor any payment for, or acceptance of, the whole or any part of the work, nor any extension of time, nor any possession taken by the City shall operate as a waiver of any portion of the contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

#### **K. Control of Air Pollution**

The Contractor shall comply with all Federal, State, and local laws and regulations governing the control of air pollution.

Dust Control:

During the construction of any project, adequate dust control measures shall be maintained so as not to cause detriment to the safety, health, welfare, or comfort of any person or cause damage to property or business.

#### **L. Use of Explosives**

When the use of explosives is necessary for the prosecution of the work, the Contractor shall comply with all laws, regulations, and ordinances and exercise the utmost care not to endanger life or property, including new work. The Contractor shall obtain a permit from the City Manager and provide the Engineer with due notice of where and when explosives are to be used.

## **M. Concrete Wash Water**

Concrete wash water is generated from washing out ready-mix trucks, drums and pumps; it also includes the water from rinsing off chutes, equipment, and concrete truck exteriors. Improper disposal can clog storm drain pipes. Improper disposal of this material can end up in our lakes and streams. Operators must prevent concrete wash water from entering waterways, and storm drains. Wash out or dumping of excess concrete on private property will require approval from the property owner.

## **1.08 PROSECUTION AND PROGRESS**

### **A. Subletting of Contract Work**

The terms "Subletting" shall be understood to mean the arrangement with any party or parties to execute a part of the contract work. Approval of the subletting of any portion thereof will not be given unless and until the Contractor shall have filed with the Engineer a true copy of the subcontract, bearing the written consent of the Surety thereto.

The Contractor shall not sublet any portion of the contract, or of the work provided therein, except the furnishing of necessary materials, without the approval of the Engineer. Such approval shall not in any way relieve the Contractor of full responsibility for the performance of the contract. The Contractor shall not sell or assign any portion of the contract without the written consent of the Engineer and the Surety.

It is expressly agreed and understood by the Contractor that a Subcontractor of work to be performed under the contract shall perform, with its own organization, not less than 50% of the total value of the contract work sublet to it. It is the intent of the contract that this requirement is also applicable to and binding upon successive subcontracts.

If the Contractor requires the Subcontractor to furnish bonds, such bonds shall not reduce the amount of the bonds required to be furnished by the Contractor.

The Engineer may direct the removal from the job forthwith of any Subcontractor or his equipment operating in violation of these requirements, and any costs or damages thereby incurred are assumed by the Contractor by the acceptance of the contract. It is further understood that the Contractor's responsibilities in the performance of his contract, in case of an approved subcontract, are the same as if he had handled the work with his own organization.

### **B. Limitations of Operations**

The Contractor shall not carry out the construction operations on Sunday, unless otherwise specified in the proposal, without permission from the Engineer except for the purpose of making emergency repairs and for the proper protection of the work such as the curing of concrete.

The Engineer reserves the right to require the Contractor to cease construction operations on legal holidays and the day following, or at such other times as may be determined to be in the interest of the general public.

In case of a dispute arising between two or more Contractors or others as to the respective rights of each under these specifications, the Engineer shall determine the matters at issue and shall define the respective rights of the various interests involved, in order to secure the completion of all parts of the work in general harmony and with satisfactory results. His decision shall be final and binding on all parties concerned and shall not in any way be cause for a claim for extra compensation by any of the parties.

### **C. Competence of Workmen**

The Contractor shall at all times employ sufficient labor and equipment for prosecuting the several classes of work to full completion in the manner and time required by the specifications.

Workmen shall have sufficient skill and experience to perform properly the work assigned to them. Workmen engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactorily.

### **D. Adequacy of methods and Equipment**

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce satisfactory results.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the contract, the Contractor is free to use any methods or equipment that he demonstrates, to the satisfaction of the Engineer and meeting all applicable safety standards and guidelines, will accomplish the contract work in conformity with the requirements of the contract.

When the contract specifies that the construction be performed by the use of certain methods and equipment, and the Contractor desires to use a method or type of equipment other than those specified in the contract, he may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the full reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing construction work in conformity with contract requirements. If, after reasonable trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment. The Contractor shall remove the deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the construction items involved or in contract time as a result of authorizing a change in methods or equipment under these provisions.

### **E. Contract Time**

Contract time shall be as specified and detailed in the special conditions or information for bidders.

## **F. Termination of Contract**

If the Contractor:

1. Fails to prosecute the work with force, equipment, or materials sufficient to complete the work within the contract time; or
2. Performs the work improperly; or
3. Discontinues the performance of the work; or
4. Neglects or refuses to remove such materials or to perform anew such work as shall have been rejected as defective and unsuitable; or
5. For any other reason fails to carry on the work in accordance with the contract; then the Engineer may give the Contractor and Surety written notice specifying the delay, neglect, or default and the action to be taken by them.

If the Contractor or Surety, within a period of ten (10) days after such notice, shall not proceed satisfactorily in accordance therewith, then the City shall have full power and authority to take the work out of the hands of the Contractor and Surety; to appropriate and use any and all materials on the ground which may be suitable; or to enter into contract or use such other methods as in its judgment may be required for the proper completion of the work; provided, if the Contractor commit any act of bankruptcy, or become insolvent or be declared bankrupt; if he shall allow any final judgment against him to remain unsatisfied for a period of five (5) days; or if he shall make an assignment for the benefit of his creditors; or if the Contractor files or if there be filed against the Contractor, proceedings for reorganization, under the Bankruptcy Act; then in any such case the City shall have full power and authority to proceed in any of the ways aforesaid, forthwith upon the delivery to the Contractor and Surety of written notice, stating the reason for said action.

In case the City takes over the uncompleted work under any of the provisions of this section, all additional costs and damages, and the costs and charges of completing the same, shall be deducted from monies due or to become due the Contractor; and if the total of such damages, costs and charges exceeds the balance of the contract price which would have been payable to the Contractor had he completed the work, then the Contractor and Surety shall, on demand, pay to the City the amount of such excess.

## **G. Failure to Complete on Time**

If the Contractor fails to complete the entire project on or before the contract time specified in the proposal or on or before the authorized extension thereof without liquidated damages, the Contractor will be charged, for each calendar day that the work shall remain uncompleted. See Table of liquidated damages in the Information for Bidders section.

Damages for failure to meet the requirements for completion of the project will not be assessed during periods of seasonal suspension.

## **1.09 MEASUREMENT AND PAYMENT**

### **A. Measurement of Quantities**

Quantities of work completed under the contract will be measured by the Engineer according to United States Standard English measures, and the units shown in the bid proposal.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

A station when used as a definition or term of measurement will be one hundred feet.

When the Method of Measurement specifies measurement in stations, miles or acres, the measurements will be horizontal measurements unless specified otherwise.

When the Method of Measurement for a particular item specifies that it will be "measured in place", linear or area measurements will be taken at the surface of the completed item, parallel to the base.

All materials which are specified for measurement by the cubic yard, loose measure, will be measured in the hauling vehicle at the location where used on the project, unless otherwise provided.

When material is measured by weight in tons, the unit shall be the ton of 2000 pounds. Actual scale weights shall be used as pay quantities for all materials which are specified for measurement by the ton.

## **B. Scales**

Platform, belt conveyor, and surge bin scales shall conform to the requirements of the current edition of the National Bureau of Standards Handbook 44.

The tolerance applications of Handbook 44, as applicable to under-registration and over-registration and to tests involving digital indications or representations, shall apply.

A scale shall not be used for weighing a load totaling more than the nominal capacity marked on the scale by the manufacturer. Any portion of the load in excess of the nominal scale capacity will not be considered for payment.

All scales used for weighing of materials to be delivered under this contract shall have been checked for accuracy and approved by a Michigan Department of Transportation scale inspector or other official sealer of weights and measures within the current calendar year.

The total weight of a single highway vehicle shall be weighed as a single draft and shall not be determined by adding together the results obtained by separately weighing each end of such vehicle except that weighing of a coupled combination may be determined without uncoupling under the following conditions:

1. The brakes are released.
2. There is no tension or compression on the drawbar.
3. The approaches are straight and in the same level plane as the scale platform.
4. The approaches are paved at least 50 feet in each direction with a seal coat or higher type surfacing.
5. The approaches are sufficient width and length to ensure level positioning of vehicles during the weighing operation.

When a print-out system is employed on a platform or surge bin scale, it shall be equipped with a printer which shall print the following information on a triplicate ticket for each truckload:

1. Time
2. Date
3. Sequential ticket number (may be preprinted on ticket)
4. Gross weight
5. Tare weight (trucks shall be tared at least twice daily)
6. Net weight
7. Net accumulated job daily total

The system shall be so interlocked as to allow printing only when the scale has come to a complete rest.

### **C. Scope of Payment**

The Contractor shall accept the compensation, as herein provided, as full payment for furnishing all necessary materials, labor, tools, equipment and incidentals and for performing all work under the contract; also for all loss or damage arising from the nature of the work, or

from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work, until its final acceptance by the Engineer.

### **D. Payments for Increased or Decreased Quantities**

Whenever the quantity of any item of work as given in the proposal shall be increased or decreased, payment for such item of work shall be made on the basis of the actual quantity completed at the unit price for such item named in the proposal.

### **E. Payment for Extra Work**

Payment for all approved claims of extra work shall be on a force account basis. All time shall be signed for, itemized, and agreed to daily by the construction inspector and the Contractor's representative. The Contractor shall report in writing any claims for extra payment resulting from changes causing him to replace or alter work performed after plans and specifications or initial instructions were followed. The report shall contain the following detailed information:

1. Brief description of work performed.
2. Reason Contractor feels extra payment is due.
3. Name, class, dates, number of hours worked each day, total hours computed to nearest half hour, and rate for each laborer and foreman engaged.
4. Designation, number of hours computed to nearest half hour, worked each day, total hours and rental rate for each unit of equipment engaged.
5. Quantities of materials and prices.
6. Freight on materials.
7. Contractor's overhead and materials handling charges and profit.

The report shall be submitted to the Engineer within fourteen days of the date the change was completed. General contractor markup on subcontracted work shall be a maximum of

five percent. The Engineer shall approve for payment only those claims and amounts which he deems valid and substantiated costs to the Contractor because of work performed by the Contractor in accordance with plans and specifications and later ordered replaced or altered. Failure to submit the reported claim within 14 days will result in the claim being denied.

#### **F. Partial Payment**

Partial payments will be made as specified herein, for work completed. Processing of payments will be completed as soon as practicable, however, no claim will be considered for late payment of estimates.

Partial payments will be made at intervals of not less than two weeks on the basis of the value of work completed during the estimate period, less the percentage retained as specified herein, provided the written orders of the Engineer have been or are being prepared by the Engineer of the value of the work performed and materials complete in place in accordance with the contract. In order to receive partial payment, the Contractor must have submitted correct certified payrolls for the work period the pay request covers. From the total amount earned, the City will deduct and retain amounts in accordance with the following schedule:

The City will retain 10 percent of the amount earned up to one-half the contract price. When the Contractor has earned one-half the contract price, the amount held by the City as retention will be reduced to five percent of the amount earned, and five percent of each additional amount earned will be retained by the City until final inspection and acceptance by the Engineer.

#### **G. Final Inspection, Acceptance, and Final Payment**

The Engineer shall make inspection of all work included in the contract, or such portions thereof eligible for acceptance, as soon as possible after written notification by the Contractor that the work is completed or after the Engineer's records show that the work is completed. If the work is not acceptable to the Engineer at the time of such inspection, he will advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the Engineer.

Upon the satisfactory completion of any portion of a project and upon written approval of same by the Engineer, the Contractor may be relieved of any requirement for further work on such portions and from all responsibility therefore, except that he shall remove any obstructions and repair any damage caused by him subsequent to such approval and prior to final acceptance of the entire project.

When the work has been completed and the Engineer has ascertained that each and every part of the work has been performed in accordance with the plans and specifications, or such modifications thereof as he may have approved, the same will be accepted, and the Engineer will make a final estimate, as soon as practicable, for the completed work, and the total amount due the Contractor, less the total amount of all previous payments, will be paid subject to the following:

Final payment will not be made until the Contractor has filed with the City the consent of the Surety to payment of the final estimate and satisfactory evidence by affidavit or otherwise that all the indebtedness by reason of the contract has been fully paid or satisfactorily secured. In case such evidence is not furnished,

the City may retain out of any amount due said Contractor sums sufficient to cover all alienable claims unpaid.

Any claim for additional compensation which has not been approved on or before the date that the Contractor is furnished a copy of the approved final estimate shall be considered as denied by the Engineer as of that date.

#### **H. Guarantee**

The Contractor shall guarantee all material and equipment furnished and work performed for a period of two (2) years from the date of project completion. The Contractor warrants and guarantees for a period of two (2) years from the date of project completion that the completed system is free from all defects due to faulty material or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

**CITY OF MARQUETTE**

**CHAPTER 2**

**PROPOSAL**

*(INFORMATIONAL ONLY – NOT FOR BIDDING)*

Proposal of \_\_\_\_\_(hereinafter called Bidder), organized and existing under the laws of the State of \_\_\_\_\_, doing business as \_\_\_\_\_, to the City of Marquette, Michigan (hereinafter called City).  
(corp., partnership, individual, etc.)

1. In compliance with the City's Invitation to Bid, Bidder hereby proposes to perform all work in accordance with the Plans and Specifications at the unit prices, as submitted herein, for the several parts of this contract.
2. The undersigned, as bidder, hereby declares the Proposal is made in good faith, without fraud or collusion with any person or persons bidding on the same contract, that he has read and examined the Advertisement, Invitation to Bid, Information for Bidders, Proposal, General Requirements, Agreement, Forms of Bonds, and Plans and Specifications as prepared by the Engineer, and understands all of the same; that he or his representative has made personal investigation at the site and has informed himself fully with regard to conditions to be met in executing this Contract, and the undersigned agrees to furnish all labor, materials, power, transportation and equipment necessary for the construction of the Project.
3. Bidder acknowledges receipt of the following Addenda:

<u>Addendum #</u>	<u>Date of Addendum</u>
_____	_____
_____	_____
_____	_____

**Respectfully submitted:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Signature

## Base Bid Schedule of Items (Itemized Bid Sheet)

*FOR INFORMATION - NOT FOR BIDDING*

Letting Date: Tuesday, March 29, 2022 11:00

---

**Contract ID:** MQ22-018  
**Location:** Sidewalk Replacement and Repairs  
**Description:** Sidewalk Replacements and Repairs Throughout the City of Marquette

---

<b>Project Number:</b>	MQ20-018	<b>Project Engineer:</b>	Mik Kilpela
<b>Estimate Number:</b>	7	<b>Date Created:</b>	1/12/2022
<b>Project Type:</b>	Miscellaneous	<b>Fed/State #:</b>	
<b>Location:</b>	Sidewalk Replacement and Repairs	<b>Fed Item:</b>	
		<b>Control Section:</b>	

---

**Description:** Sidewalk Replacements and Repairs Throughout the City of Marquette

---

**Instructions to Bidders:** IMPORTANT NOTICE:  
If the proposal establishes a maximum price for any of the following work items, and if you bid a price higher than that maximum price, your bid will be considered to have quoted the maximum price and your bid total will be adjusted to reflect that maximum price.

If your bid is the lowest accepted bid, and if you refuse to accept the award of the contract due to the change in what you quoted as a maximum or specified price, you will forfeit your proposal guaranty.

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount	
				Dollars	Cts	Dollars	Cts
1100001	Mobilization, Max \$6500	1	LSUM				
2040021	Curb, Rem	8	Ft				
2040055	Sidewalk, Rem	173	Syd				
2050016	Excavation, Earth	255	Cyd				
2090001	Project Cleanup	1	LSUM				
2097051	_ Soil Erosion & Sedimentation Control	1	LSUM				
3010002	Subbase, CIP	26	Cyd				
3020016	Aggregate Base, 6 inch	719	Syd				
3070108	Shld, CI I, 6 inch	180	Syd				
5010033	HMA, 13A EL	118	Ton				
6137054	Traffic Control	1	LS	LUMP			
6927011	Resident Notification , Max \$3000	1	LS	LUMP			
8030010	Detectable Warning Surface	10	Ft				
8030044	Sidewalk, Conc, 4 inch	1,307	Sft				
8030046	Sidewalk, Conc, 6 inch	170	Sft				
8032002	Curb Ramp, Conc, 6 inch	104	Sft				
8037011	_ Root Removal	33	Syd				
8110231	Pavt Mrkg, Polyurea, 24 Inch, Crosswalk Ladder Pattern, White	36	Ft				
8160025	Mulch	400	Syd				
8160042	Seeding, Mixture TUF	20	Lb				
8160062	Topsoil Surface, Furn, 4 inch	400	Syd				

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount	
				Dollars	Cts	Dollars	Cts
8167001	_ Place 4 inch Topsoil, Fertilizer, Seed, and Mulch	624	Ft				
Total Bid:							

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

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

NOT FOR BIDDING

## Bid Alternate Schedule of Items (Itemized Bid Sheet)

*FOR INFORMATION - NOT FOR BIDDING*

Letting Date: Tuesday, March 29, 2022 11:00

---

**Contract ID:** MQ22-018  
**Location:** Sidewalk Replacement and Repairs  
**Description:** Sidewalk Replacements and Repairs Throughout the City of Marquette

---

<b>Project Number:</b>	MQ20-018	<b>Project Engineer:</b>	Mik Kilpela
<b>Estimate Number:</b>	7	<b>Date Created:</b>	1/12/2022
<b>Project Type:</b>	Miscellaneous	<b>Fed/State #:</b>	
<b>Location:</b>	Sidewalk Replacement and Repairs	<b>Fed Item:</b>	
		<b>Control Section:</b>	

**Description:** Sidewalk Replacements and Repairs Throughout the City of Marquette

---

**Instructions to Bidders:** IMPORTANT NOTICE:  
If the proposal establishes a maximum price for any of the following work items, and if you bid a price higher than that maximum price, your bid will be considered to have quoted the maximum price and your bid total will be adjusted to reflect that maximum price.

If your bid is the lowest accepted bid, and if you refuse to accept the award of the contract due to the change in what you quoted as a maximum or specified price, you will forfeit your proposal guaranty.

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount	
				Dollars	Cts	Dollars	Cts
1100001	Mobilization, Max \$6500	1	LSUM				
2040021	Curb, Rem	8	Ft				
2040055	Sidewalk, Rem	173	Syd				
2050016	Excavation, Earth	255	Cyd				
2090001	Project Cleanup	1	LSUM				
2097051	_ Soil Erosion & Sedimentation Control	1	LSUM				
3010002	Subbase, CIP	26	Cyd				
3020016	Aggregate Base, 6 inch	719	Syd				
3070108	Shld, CI I, 6 inch	180	Syd				
5010033	HMA, 13A EL	118	Ton				
6137054	Traffic Control	1	LS	LUMP			
6927011	Resident Notification , Max \$3000	1	LS	LUMP			
8030010	Detectable Warning Surface	10	Ft				
8030044	Sidewalk, Conc, 4 inch	1,307	Sft				
8030046	Sidewalk, Conc, 6 inch	170	Sft				
8032002	Curb Ramp, Conc, 6 inch	104	Sft				
8037011	_ Root Removal	33	Syd				
8110231	Pavt Mrkg, Polyurea, 24 Inch, Crosswalk Ladder Pattern, White	36	Ft				
8160025	Mulch	400	Syd				
8160042	Seeding, Mixture TUF	20	Lb				
8160062	Topsoil Surface, Furn, 4 inch	400	Syd				

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount	
				Dollars	Cts	Dollars	Cts
8167001	Place 4 inch Topsoil, Fertilizer, Seed, and Mulch	624	Ft				
Total Bid:							

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

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

**CITY OF MARQUETTE**  
**CHAPTER 3**  
**CONSTRUCTION CONTRACT**

**PROJECT NAME:** \_\_\_\_\_

**PROJECT NUMBER:** \_\_\_\_\_

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Marquette, a Michigan Municipal Corporation, hereinafter called the “City” of 300 W. Baraga Avenue, Marquette, MI 49855, and \_\_\_\_\_

of \_\_\_\_\_,

a \_\_\_\_\_, holding license number \_\_\_\_\_,

(Corporation, Partnership or Sole Proprietorship)

hereinafter called “Contractor”.

WITNESSETH: That for and in consideration of the payments and Agreements hereinafter mentioned, the parties hereby agree as follows:

**ARTICLE 1**

**CONTRACT DOCUMENTS**

The “Contract Documents” consist of, but are not necessarily limited to, this Agreement, the invitation to Bid, Information for Bidders, Bidders Proposal, Addenda, Specifications, Supplemental Specifications, Special Provisions, Construction Drawings, Notice to Proceed, Allowances, Finish Schedules and any additional documentation issued prior to execution of this Agreement and all Change Orders as approved by the City. These Contract Documents represent the entire Agreement and understanding between the parties hereto.

**ARTICLE 2**

**SCOPE OF WORK**

Contractor will furnish all the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described in the Contract Documents.

### **ARTICLE 3**

#### **MATERIALS, APPLIANCES, and EMPLOYEES**

Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools and other items necessary to complete the work. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. All workmen shall be skilled in their trades.

### **ARTICLE 4**

#### **TIME OF COMPLETION**

The commencement date of this project is \_\_\_\_\_, 20\_\_\_\_, and the completion date of this project is \_\_\_\_\_, 20\_\_\_\_. The Contractor shall be penalized in the amount of \$\_\_\_\_\_ per day if the project is not completed by the contract completion date unless the period for completion is extended by change order.

### **ARTICLE 5**

#### **CONTRACT SUM**

The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of \$\_\_\_\_\_, subject to additions and deductions pursuant to authorized change orders and allowances.

### **ARTICLE 6**

#### **PAYMENTS**

The City will pay to the Contractor in the manner and at such times as set forth in the Specifications such amounts as required by the Contract documents.

### **ARTICLE 7**

#### **CONTRACTOR'S OBLIGATIONS**

1. All work shall be in accordance to the provisions of the Contract Documents.  
All systems shall be in good working order.
2. All work shall be completed in a workmanlike manner and shall comply with all applicable laws.
3. Contractor shall obtain all necessary permits for the work to be completed.
4. Contractor shall remove all construction debris and leave the project in a "broom clean" condition.
5. Upon satisfactory payment being made for the work performed by Contractor, Contractor shall furnish a full and unconditional Release of Lien for the work of which payment has been made.

**6. Safety and Fire Protection:**

The Contractor shall be responsible for safety at the construction site. The Contractor will further comply with all applicable laws, rules and regulations of the Michigan Department of State Police, Fire Marshall Division, the State Fire Safety Board, Michigan Occupational Safety and Health Administration, and Local Agencies. Precaution shall be exercised at all times for the protection of persons and of property. The safety provisions of applicable laws, rules, regulations, building and construction codes shall be followed. Safety Hazards shall be guarded in accordance with safety provisions of the Manual of Accident Prevention in Construction published by The Associated General Contractors of America to the extent that such provisions are not in conflict with applicable laws.

**ARTICLE 8**

**CONTRACTOR'S STATUS AS INDEPENDENT ENTITY**

The City shall not assume any liability for the Contractor in the performance of the construction project, methods, techniques, sequences or programs in connection with the project since these are solely the Contractor's responsibility.

**ARTICLE 9**

**CHANGE ORDERS AND PAYMENT**

A change order is any change to the original plans and/or specifications. All change orders need to be agreed upon between the parties hereto, and address additional costs, time, consideration and dates when the work will begin and be completed. Change orders are not effective unless signed by both parties who shall not unreasonably withhold approval of the same. However, should the Contractor unreasonably refuse to approve a change order reasonably and in good faith submitted by the City, the City Engineer shall be empowered to make a final and fair determination as to the necessity for the change order and the fair and equitable cost to the Contractor and shall further be empowered to issue a final payment to the Contractor. Should the Contractor refuse to accept said final payment, the funds may be deposited in an Escrow Account by the City for the benefit of the Contractor.

**ARTICLE 10**

**INSURANCE**

The Contractor shall purchase and maintain Workman's Compensation and Liability Insurance coverage as required by law and deemed necessary for its own protection. Said insurance shall be written by an insurance carrier having at least an "A, VII" rating. The Contractor shall further name the City as an additional insured on all applicable insurance policies covering the project. Said insurance shall be in minimum limits of at least \$5,000,000.00 for both general liability and automobile liability. The Contractor shall further maintain such insurance as will protect it from claims under worker's compensation acts and other employee benefits acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and from claims for damages to property which may arise both out of and during operations under this contract, whether such operations are by Contractor or by anyone directly or indirectly employed by the Contractor. This insurance shall be written

for not less than any limits of liability specified as part of the Contract Documents. Certificates of such insurance shall be filed with the City.

## **ARTICLE 11**

### **INDEMNIFICATION**

To the extent allowed by MCL 691.991, the Contractor hereby agrees to save and indemnify and keep harmless the City against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the Contractor, its agents or employees, and against all claims or demands for damages arising from accidents to the Contractor, its agents or employees, whether occasioned by said Contractor or its employees or by City or its employees or any other person or persons, and the said Contractor will defend any and all suits that may be brought against the City on account of any such accidents and will make good to, and reimburse, the City for any expenditures that said City may make by reason of such accidents; provided, however, that the Contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

## **ARTICLE 12**

### **CITY'S RIGHT TO TERMINATE THE CONTRACT**

Should the Contractor neglect to perform the work properly or fail to perform any provision of the Contract, the City, after seven (7) days' written notice to the Contractor, and its surety, if any, may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contract and take possession of all materials, tools and appliances and finish the work by such means as it sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

## **ARTICLE 13**

### **CONTRACTOR'S RIGHT TO TERMINATE CONTRACT**

Should the work be stopped by any public authority for a period of ninety (90) days or more, through no fault of the Contractor, or should the work be stopped through act or neglect of the City for a period of ninety (90) days, then the Contractor, upon seven (7) days' written notice to the City, may stop work or terminate the Contract and recover from the City payment for all work executed and any loss sustained and reasonable profit and damages.

## **ARTICLE 14**

### **ACCESS TO WORK**

The Contractor shall permit and facilitate observation of the work by the City and its agents and public authorities at all times.

## **ARTICLE 15**

### **ARBITRATION OF DISPUTES**

Any disagreement arising out of this contract or from the breach thereof shall be submitted to arbitration, and judgment upon the award rendered may be entered in the court of the forum, state or federal, having jurisdiction. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. The arbitration shall be held under the Rules of the American Arbitration Association.

## **ARTICLE 16**

### **WARRANTY**

At the completion of this project, Contractor shall execute an instrument to City warranting the project for two (2) years against defects in workmanship or materials utilized. In addition the warranty shall specifically include the replacement of concrete that spalls more than 30% per 10 foot section of curb and gutter, the replacement of concrete that spalls more than 30% per driveway apron square or sidewalk square, and the replacement of stamped concrete that spalls more than 30% of the area between each sidewalk square and the curb. The manufacturer's warranty shall prevail.

At the time of completion, the Contractor shall furnish to the City material containing complete operation and maintenance instructions for all equipment in the project. The Contractor shall also furnish to the City at the time of completion all documents, warranties and guarantees on all equipment and services provided.

The Contractor shall re-execute any work that fails to conform to the requirements of the Contract and that appears during the progress of the work and shall remedy any defects due to faulty workmanship, which appear within a period of two (2) years from the date of completion of the Contract or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents. All equipment and materials will be warranted and guaranteed under the original equipment manufacturer's warranties and guarantees.

The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. After such repair or replacement has been satisfactorily completed, the Contractor's warranty with respect to such work repaired or replaced will be extended for an additional period of one (1) year beyond the warranty period described above. Contractor's obligations under this paragraph are in addition to any other obligation or warranty.

The terms of the Local Pavement Warranty Program adopted by the City of Marquette are hereby incorporated by reference into this contract and made a part hereof.

## **ARTICLE 17**

### **FEDERAL-AID CONTRACTS**

During the performance of every contract subject to Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of

the Department of Transportation issued pursuant to the Act, the Contractor, for itself, its assignees and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection, retention and treatment of Subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the Contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
4. **Information and Reports:**  
The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:**  
In the event the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a) Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b) Cancellations, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:**  
The Contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **ARTICLE 18**

### **INTEGRATION**

This Agreement represents the entire understanding between the parties hereto and may not be amended, except in writing that is signed by both parties hereto.

## **ARTICLE 19**

### **BINDING AGREEMENT**

This Agreement will bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

## **ARTICLE 20**

### **PURCHASING AGENT DESIGNATION AND AUTHORITY**

\_\_\_\_\_ is designated as Purchasing Agent of City and is authorized to order minor changes in the work not involving adjustment in the Contract Sum or Time of Completion and not inconsistent with the intent of the Contract Documents. Such changes will be affected by written order signed by the Purchasing Agent and shall be binding on the City and Contractor.

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**THE CITY OF MARQUETTE**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Jennifer A. Smith, Mayor  
City of Marquette

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Kyle L. Whitney, City Clerk  
City of Marquette

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Contractor Name

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone#: \_\_\_\_\_

Telephone#: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

\_\_\_\_\_  
Suzanne C. Larsen  
City Attorney

\_\_\_\_\_  
Karen M. Kovacs  
City Manager

**CITY OF MARQUETTE**  
**CHAPTER 4**  
**BONDS**

**4.01 BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety are hereby held and firmly  
bound unto the City of Marquette, Michigan, in the penal sum of  
\$ \_\_\_\_\_ for the payment of which, well and truly to be made, we  
hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors  
and assigns. Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The condition of the above obligation is that the Principal has submitted to the City of  
Marquette, Michigan, a certain bid attached hereto and made a part hereof to enter into a  
contract in writing for the construction of:

NOW, THEREFORE,

- a) If said Bid shall be rejected, or in the alternate,
- b) If said bid shall be accepted and the Principal shall execute and deliver a contract in  
the Form of Contract attached hereto (properly completed in accordance with said  
Bid) and shall furnish a bond for his faithful performance of said Contractor, and for  
the payment of all persons performing labor or furnishing materials in connection  
therewith, and shall in all other respects perform the agreement created by the  
acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it  
being expressly understood and agreed that the liability of the Surety for any and all claims  
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said  
Surety and its bond shall be in no way impaired or affected by an extension of the time  
within which the City may accept such Bid; and said Surety does hereby waive notice of any  
such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and  
seals, and such of them as are corporations have caused their corporate seals to be hereto  
affixed and these presents to be signed by their proper officers, the day and year first set  
forth above.

\_\_\_\_\_  
Principal (L.S.)

\_\_\_\_\_  
Surety

SEAL

BY \_\_\_\_\_

**4.02 PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called "Principal", and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called "Surety" are held and firmly bound unto the City of Marquette 300 W. Baraga Avenue, Marquette, Michigan 49855 hereinafter called "City"; in the penal sum of \_\_\_\_\_ Dollars, (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is that the Principal entered into a certain contract with the City, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

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

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extension thereof which may be granted by the City, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be void; otherwise this obligation shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Attorney-in-fact

\_\_\_\_\_  
(Address)

NOTE: Date of Bond must be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

#### **4.03 PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

called Surety are held and firmly bound unto the City of Marquette, 300 W. Baraga Avenue, Marquette, Michigan 49855 called City; in the penal sum of \_\_\_\_\_ Dollars, (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is that the Principal entered into a certain contract with the City, dated the \_\_\_\_\_ day \_\_\_\_\_, 20 \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise this obligation shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such

change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Principal

By

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Attorney-in-fact

\_\_\_\_\_  
(Address)

NOTE: Date of Bond must be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

**4.04 CONSENT OF SURETY TO FINAL PAYMENT**

Project Description:

Account Number:

City: City of Marquette

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

For: \_\_\_\_\_

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

In accordance with the provisions of the Contract between the City and the Contractor as indicated above, the (insert name and address of Surety Company).

\_\_\_\_\_, Surety Company,

on bond of (insert name and address of Contractor)

\_\_\_\_\_, Contractor

hereby approves of the final payment to the said Contractor, and agrees that final payment to the Contractor of the final estimates shall not relieve the Surety Company of any of its obligations to the CITY, as set forth in the said Surety Company's Bond.

WITNESS WHEREOF, the said Surety Company has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Officer or Agent

(SEAL)

**4.05 CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS AND PAYMENT OF DEBTS & CLAIMS**

Project Description:

Account Number:

Project Number:

Project Address:

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

Contract For: \_\_\_\_\_

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

STATE OF                    )  
                                  )ss.  
COUNTY OF                )

The undersigned hereby certifies that pursuant to the General Conditions of the Contract, the releases or waivers of liens attached cover the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of work, labor or services who have or may have liens against any real property of the City arising in any manner out of the performance of the above-named Contract.

The undersigned further certifies, except as listed below, that he has paid in full or has otherwise satisfied obligations for all materials and equipment provided, and for all work, labor or services performed and known claims for damages arising in any manner in connection with the performance of said Contract for which the City or his property might in any way be held responsible.

EXCEPTIONS: (if none, write none):

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens
2. Consent of Surety to Final Payment. Wherever Surety is involved, Consent of Surety is required.  
Indicate attachment:     Yes \_\_\_\_ No \_\_\_\_
3. List of separate Releases or Waivers of Liens from all Subcontractors and materials and equipment suppliers.
4. Separate Releases or Waivers of Liens listed in Item 3 above (shall be required if any subcontractor or supplier has indicated problems with payments).

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

TITLE: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**CITY OF MARQUETTE**  
**CHAPTER 5**  
**SPECIAL PROVISIONS**

**5.01 GENERAL DESCRIPTION**

The work under this contract shall be completed in accordance with the plans, special provisions, standard specifications, supplemental specifications, City of Marquette Standard Water and Sanitary Sewer Main Construction Specifications, the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction and the 2011 Manual of Uniform Traffic Control Devices.

**5.02 SCOPE OF WORK**

1. The work under this contract consists of:

Work throughout the City of Marquette involving the replacement and repair of sidewalk as well as the new sidewalk extension on Wright Street. The contractor shall provide a schedule of construction for approval and may have to adjust his work schedule to accommodate community events, property owner needs, etc. as the work progresses. The City of Marquette reserves the right to decrease or increase the work quantities.

There will be no payment of any items necessary for the work other than those listed in the bid proposal.

2. The construction influence area (C.I.A.) shall include the following:

Various sidewalk replacement and repair locations throughout the City of Marquette as well as the new sidewalk extension on Wright Street between Presque Isle Avenue and Lakeshore Boulevard per the project plans.

**5.03 CONTROL OF WORK AND CONSTRUCTION PHASES**

**A. General**

No work shall begin on any stage of construction until the contractor has made preparations to assure timely completion of the work. Prior to starting any phase or stage of construction the Engineer and adjacent properties shall be advised of the nature and anticipated duration of the work. The contractor shall include in his plan of work accommodations for any individuals with special needs to assure access to and from their properties.

Liquidated damages will be assessed for failure to adhere to the time constraints as detailed in the phased construction schedule and as detailed in the "Liquidated Damages – Phased Work" schedule per these contract documents. Materials should be neatly placed so as not to create an unsightly or hazardous condition for adjacent property owners.

**CONSTRUCTION PHASING**

The intent of this section is to provide a general idea of the sequencing of the work and is not intended to cover all aspects of the work.

Work can occur concurrently at all locations given that a schedule has been given to an approved by the City Engineer.

## **5.04 COORDINATING CLAUSE FOR UTILITIES**

**A.** The Contractor is advised of the following public utilities having underground facilities located within the contraction limits of this project.

- 1.** AT&T  
Marsha Bertoldi  
211 East B Street  
Iron Mountain, MI 49801  
(906) 779-2744  
[mb8983@att.com](mailto:mb8983@att.com)
- 2.** Spectrum Mid-America LLC  
Brian Koski  
359 U.S. 41 East  
Negaunee, MI 49866  
(906) 475-0107 ext. 1038  
[brian.koski@charter.com](mailto:brian.koski@charter.com)
- 3.** Marquette Board of Light and Power  
Sean Seibert  
2200 Wright Street  
Marquette, MI 49855  
(906) 228-0323  
[sseibert@mblp.org](mailto:sseibert@mblp.org)
- 4.** Peninsula Fiber Network  
Dan Nedea  
108 W. Superior Street  
Munising, MI 49862  
(906) 387-0034  
[dnedea@jamadots.net](mailto:dnedea@jamadots.net)
- 5.** SEMCO  
Jeff Gregorich  
34 U.S. 41 East  
Negaunee, MI 49866  
(810) 887-5170  
[jeffrey.gregorich@semcoenergy.com](mailto:jeffrey.gregorich@semcoenergy.com)
- 6.** Marquette Department of Public Works  
Scott Cambensy  
1100 Wright Street  
Marquette, MI 49855  
(906) 225-8977  
[scambensy@marquettemi.gov](mailto:scambensy@marquettemi.gov)

7. Marquette Township  
Leonard Bodenus  
1000 Commerce Drive  
Marquette, MI 49855  
(906) 228-6220  
[lbodenus@marquettetownship.org](mailto:lbodenus@marquettetownship.org)
8. Northern Natural Gas  
Karen Perreault  
118 U.S. 41 East  
Negaunee, MI 49866  
(402) 530-3102  
[karen.pereault@nngco.com](mailto:karen.pereault@nngco.com)

**B. Utility Company Projects Scheduled Within The Project:**

1. The Contractor is advised that utility companies may work within the project area. The contractor shall provide coordination to accommodate this work. Said accommodation shall be considered included in the work items bid for the project.
2. Upon inspection of their facilities, utility companies may decide to replace certain items. The contractor shall coordinate his activities with such utility companies to assure the work is done in a most expeditious manner.
3. The Marquette Board of Light and Power may be burying conduits in the project area. The contractor shall coordinate this activity with the Marquette Board of Light and Power. Generally, these conduits will be placed after underground work has been completed and the final top of subbase has been trimmed. The conduits shall be in place prior to paving or pouring concrete.
4. SEMCO Energy may need to relocate natural gas main through out the project. The contractor shall coordinate his activities with SEMCO Energy to avoid construction area conflicts.

**C.** The Contractor will be required to notify the Utility Companies 72 hours prior to performing work in areas where underground facilities are shown on the plans. If utilities are exposed during construction activities that are not shown on the plan, the Contractor shall notify the Utility Company immediately. He will be required to exercise care and caution when working in these areas. The Contractor's attention is called to the requirements of cooperation with others as covered in Article 104.07 of the MDOT Standard Specifications for Construction.

**D.** Work stoppage by employees of Utility Companies which results in a delay of utility revisions on any portion of this project may be considered the basis for a claim for an extension of time of completion, but will not be considered the basis for a claim for extra compensation or an adjustment in the Contract Unit Prices.

## **5.05 UTILITIES**

**A.** The plans indicate the approximate location of various known utilities; however, the locations may vary and other utilities may be present but not shown. The Contractor is required to contact "MISS DIG" at 1-800-482-7171, 72 hours (3 working days) in advance

of any excavation operations. It shall be the Contractor's responsibility to protect all utilities within the project limits in accordance with the requirements of the utility that may be affected by his operations.

**B. In General** - Where any utility, water, sewer, gas, telephone or any other public or private utilities are encountered the Contractor must provide adequate protection for them, and he will be held responsible for any damages to such utilities arising from his operations.

When it is apparent that construction operations may endanger the foundation of any utility, conduit, or support of any structure, the contractor shall notify the utility owner of this possibility, the contractor shall take such steps as may be required to provide temporary bracing or support of conduits or structures. Where existing utility lines are damaged during the performance of the work the contractor shall immediately notify the appropriate utility representative. The contractor shall, when requested, make such repairs as may be necessary to restore and protect the damaged facility.

Where it is the policy of any utility owner to make his own repairs to damaged conduit or other structures, the Contractor shall cooperate to the fullest extent with the utility owner and shall see that his operations interfere as little as possible with those operations.

## **5.06 TRAFFIC**

**A.** The Contractors schedule shall be submitted to the engineer for review prior to the start of the project.

**B.** Fire hydrants within the project area are to be kept in working order, clear and accessible. If a hydrant is required to be removed from service, it shall be covered with a waterproof bag and the Fire Department advised.

**C.** Access to private driveways and pedestrian entrances shall be maintained to the greatest extent possible, provisions for accommodation of handicapped residents shall be included. The contractor is to assure that before his activities close a private drive, there are no vehicles blocked in the driveway and the owner has been notified. The contractor shall contact all residents on the street for clarification of the need to accommodate handicapped individuals.

**D.** All signs, barricades, warning lights, and other traffic control devices shall be in accordance with the 2011 Michigan Manual of Uniform Traffic Control Devices. The contractor shall furnish, install, maintain, reposition as required, and remove all traffic control devices used on this project. Prior to removal of construction signs the contractor shall coordinate with the Engineer and the City Department of Public Works for placement of permanent signs. All signs shall be post mounted at 7 feet minimum bottom height. All necessary traffic control measures will be paid for at the contract unit price for the contract items. Contractor must provide a certificate on maintenance of all electronic devices a minimum of once each week. The Contractor should refer to Section 812 of the 2020 MDOT Standard Specifications for Construction and the modifications contained in the supplemental specifications for measurement and payment.

**E.** The closing of any intersection shall require Type III (MDOT) barricades, lighted, as construction operations warrant. The Contractor shall notify the Engineer in writing of his construction operations schedule prior to commencing construction in all areas.

**F.** Detours shall be signed and maintained as indicated in the plans, or as approved by the Engineer from the construction schedule supplied by the contractor. Placement and maintenance of detour signing, maintenance of the detour route, removal, storage and relocation for subsequent detour route reuse along with the associated maintenance will all be included in the work of the temporary signing item(s) at the contract amount bid.

**G.** Pedestrian access to all businesses and residences along the project shall be maintained at all times except as approved by the engineer for spot construction activities. This access shall include special considerations for handicap access. It shall include access along the project at the sidewalk location on each side of the street and also street crossings at each intersection and at mid-block. Pedestrian access shall be provided by boardwalks, carpet, or other methods and materials suitable for use by those individuals in the area. These items shall meet the approval of the Engineer. The contractor shall include proposed materials along with shop drawings demonstrating dimensions of the structures and materials to be used for review at the preconstruction conference. No additional payment shall be made for these items but shall be considered included in the items of work bid.

The contractor shall protect the public wherever a hazardous condition exists. The contractor shall inspect the site before leaving the site for the day to assure that all hazardous areas are fenced or appropriately protected.

**H.** All traffic control devices in work zones must be crashworthy. This includes temporary signs, cones, drums with or without lights and Type III barricades. The requirements and criteria can be found in the National Cooperative Highway Research Program (NCHRP), Report 350. This report is intended to identify and improve safety features of traffic control devices used in the highway environment.

Contractors and suppliers involved in City of Marquette construction projects are required to meet NCHRP 350 effective January 2011.

All contractors that use traffic control devices (i.e.: portable signs, cones, drums with or without lights and Type III barricades in work zones should contact their device suppliers and ask for a letter of certification that their devices are crashworthy. If any of these devices are built by the contractor, then the device must either be crash tested or built according to existing crashworthy designs that meet the NCHRP 350 standard. Certification letter(s) shall be retained by the company and provided to the City of Marquette.

## **5.07 PRECONSTRUCTION AND PROGRESS MEETINGS**

### **A. Preconstruction Meetings**

Before any work is commenced under the contract, a preconstruction meeting between representatives of the Contractor, the City Engineering Department, and the City's Representative shall be held at the Engineering Department, 401 E. Fair Avenue, at the date and time specified in the information for bidders or at a time and date mutually agreed upon, but not later than 10 working days after acceptance by the City Commission. At this time,

the requirements of the contract, proposed schedule, construction methods and the contract documents shall be discussed in order to obtain a mutual understanding of the overall construction.

The contractor shall submit in writing at the pre-construction meeting the following information:

1. Proposed schedule of construction – (Critical Path Method)
2. Proposed sources of material
3. List of Subcontractors
4. Superintendent for the project
5. Supervisor in charge of the job site
6. Emergency phone numbers for contractor(s)
7. Company's Damage Claim Policy
8. Company's Confined Space Entry Policy
9. Proposed summary of equipment rental rates (Blue Book Rates)
10. Example of resident notification letter or door hanger.
11. Shop Drawings/catalogue cuts, submittals and certifications, and the pre-approved materials form.

## **B. Progress Meetings**

Progress meetings shall be held on a weekly basis, or as determined by the Owner. Meetings shall be held at the office of the Engineer, or other suitable, agreed upon location. Representatives of the Owner, the Engineer, and the contractor including any subcontractors, shall attend the progress meetings.

In addition, the meetings shall be open to the general public, especially the residents and property owners affected by the project. At these meetings the parties to the contract shall listen to the public needs and make such accommodations as are appropriate.

## **5.08 NOTICE TO PROCEED**

After the preconstruction meeting is held and after receipt of the required bonds and insurance, approved construction schedule, shop drawings/catalogue cuts, submittals and certifications, the City Engineer will within 5 calendar days, issue a notice to proceed on the project. Such notice shall be issued in duplicate and the contractor shall affix to one copy the date received and his signature and return that copy to the City Engineer. The Contractor shall commence work on the project within ten days of receipt of the notice to proceed or as agreed in accordance with the contractors approved schedule. Should the Engineer fail to issue such notice to proceed, the Engineer will inform the Contractor as to why the City is not prepared to proceed.

## **5.09 PROSECUTION, PROGRESS & LIQUIDATED DAMAGES**

Should the contractor fail to complete the work as specified by the contract completion date, liquidated damages will be assessed at the rate shown in table 1.08 below ,until the specific requirement is met. If the job is phased with project milestones the "Time For Completion – Phased Construction" schedule and the "Liquidated Damages – Phased Work" schedule

detailed in the INFORMATION FOR BIDDERS SECTION OF THIS CONTRACT will take precedent over the below table. Completion shall mean the completion of all work including the final placement of topsoil and sod unless the scope of work is detailed differently under provision 5.03 of these contract documents.

Original Contract Amount (\$)	Liquid Damages per Calendar Day (\$)
0 to 49,999	200
50,000 to 99,999	400
100,000 to 499,999	600
500,000 to 999,999	900
1,000,000 to 1,999,999	1,300
2,000,000 to 4,999,999	1,550
5,000,000 to 9,999,999	2,650
10,000,000 and above	3,000

Table 1.08-1 Schedule of Liquidated Damages

The Engineer will prepare a Punch List only after the work is complete and the Prime Contractor(s) has notified the Engineer, in writing, that the project is ready for review. The Contractor(s) shall do all corrective work within two and one half (2-1/2) weeks after receiving the list. The Prime Contractor(s) shall be responsible for his own and all of the work assigned to him. The Prime Contractor shall also be responsible for his subcontractor's work. If the corrective work is not completed within the 2-1/2 weeks, liquidated damages will be assessed at one-half the above schedule of liquidated damages until final completion. Re-inspection procedure: The Engineer will re-inspect the work upon receipt of notice that the work has been completed, except items whose completion has been delayed because of circumstances acceptable to the Engineer. Upon completion of re-inspection, the Engineer will prepare a certificate of final acceptance, or advise the contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

If the Engineer finds that the work is still incomplete upon the re-inspection of the punch list items, necessitated by unsatisfactory workmanship, construction practices, or failure to adhere to the "Punch List" requirements all additional inspections will be performed for a re-inspection fee of (\$150.00). This fee will be taken off any funds due to the contractor.

## **5.10 RESIDENT NOTIFICATION**

The contractor shall be required to notify all affected residents in writing at least twenty-four (24) hours in advance of any disruption in water utility service, driveway closing, street closing, or change in phasing and project completion. The written notification shall provide residents with (1) the nature and duration of the closing and (2) the name, address and telephone numbers of the Contractor, the Engineer and appropriate City departments. The form of notification shall be submitted to the Owner for approval at the preconstruction conference. Failure to do so will result in the work stoppage of that particular portion of the work and will not be considered a claim for extension of contract time.

For those cases where the property being affected has multiple housing units such as apartment complexes or multi-family rentals the owner of the property being affected will be notified per the same requirements as the residential notice.

#### **5.11 CONTRACTOR RESPONSIBILITY FOR HOLIDAY, NIGHT AND WEEKEND PROBLEMS**

It shall be the Contractor's responsibility to keep all construction areas accessible to the public when streets are not closed. It shall be the Contractor's responsibility to notify the Engineer and the Marquette Police Department of a person responsible to be on call in the City of Marquette during weekends, holidays, and during the night. Failure to designate a responsible person will result in a penalty to the Contractor. If a problem results in no action by the Contractor during the weekend, holiday, or night hours within 3 hours of notification by the Engineer or Marquette Police Department, or if the responsible party cannot be reached, the Contractor will be assessed all costs incurred by the City of Marquette plus \$100.00 damages that will be deducted from the progress payments.

#### **5.12 PRESERVATION OF TREES AND SHRUBBERY**

Contractor shall protect and preserve all trees along the line of work. Where necessary to preserve the tree and its main roots, the Contractor shall tunnel or bore under such trees. Where specifically called for on the drawings or directed by the engineer, the Contractor shall remove trees completely, including the stump and main roots.

No trees or shrubbery of any kind shall be removed or destroyed by the Contractor without written permission of the Engineer. Ample precautions shall be taken by Contractor to protect such trees and shrubs as are to remain in place by surrounding them with fences or other protection before construction begins. Shrubby that must be removed shall be preserved and replaced in a manner acceptable to the Owner. The Contractor will be held fully responsible for any damages caused by his work to adjoining trees and shrubs.

#### **5.13 SUBMITTAL PROCEDURES**

Submittals will include but not be limited to shop drawings, catalogue cuts, manufacturer's certifications, fabrication drawings, samples, testing data (same source no more than one year old), design mixes and the City of Marquette pre-approved material list. Reference will be made to the Michigan Department of Transportation "Material Quality Assurance Procedures Manual" "2020 Standard Specifications for Construction", Materials Sampling Guide" and the City of Marquette Project Specifications.

Schedule submittals well in advance of the need for materials during construction. Allow time to make delivery of material or equipment after submittal is approved.

Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. The City Engineer will review and return

submittals to the Contractor as expeditiously as possible, but the amount of time required for review will vary depending on the complexity and quantity of data submitted. This time for review shall in no way be justification for delays or additional compensation to the Contractor.

The City Engineer's review of submittals covers only general conformity to the Drawings, Specifications and dimensions which affect the layout. The Contractor is responsible for quantity determination. No quantities will be verified by the City Engineer. The Contractor is responsible for any errors, omission or deviations from the Contract requirements; review of submittals in no way relieves the Contractor from his obligation to furnish required items according to the Drawing and Specifications.

Submit 3 copies of documents unless otherwise specified in the following paragraphs or in the Specifications. One copy will be sent back to the contractor for their review and records.

Revise and resubmit submittals as required. Identify all changes made since previous submittal.

The Contractor shall assume the risk for material or equipment which is fabricated or delivered prior to approval. No material or equipment shall be incorporated into the work or included in periodic progress payments until approval has been obtained in the specified manner. Material incorporated in the Work without prior approval will be removed at the contractor's expense.

City of Marquette has developed a list of pre-approved materials. The Appendix contains check lists for items which will be considered pre-approved. The contractor shall be required to complete these forms and return them to the City in lieu of shop drawings for these items. The contractor shall still be required to submit any and all submittals required by the contract specifications which have not been approved.

#### **5.14 FORCE ACCOUNT WORK**

The Engineer may, at any time during the progress of the contract, order extra work necessary to complete the contract. The Engineer shall furnish the Contractor a work order stating the location, kind and estimated quantity of the extra work to be performed. If the Contract does not have unit prices that apply to the work, the Contractor shall propose, in writing, unit or lump sum price(s) for which extra work will be performed. In the event the parties are unable to reach agreement on unit or lump sum prices, the Engineer may order the work to be performed on a force account basis in accordance with Chapter one of these specifications and the 2020 MDOT Standard Specification for Construction. When the extra work is authorized by the Engineer, the authorization shall become part of the contract.

#### **5.15 NOTIFICATION OF UNSCHEDULED WEEKEND OR OVERTIME WORK**

The Contractor shall give the City Engineer or project manager two (2) working days notice before work commences on an unscheduled weekend or overtime work to allow sufficient time for the City Engineer to schedule inspection coverage. Failure to coordinate this time

with work being completed without inspection will result in items of work unapproved. Exceptions will be made for work not requiring full time inspection, such as, landscaping and grading activities.

#### **5.16 DOCUMENTS TO SUBMIT WITH CERTIFIED PAYROLLS**

The Contractor shall give the City Engineer or project manager the following documents with the first certified payroll:

**A.** Fringe benefit statement.

1. Contractor or subcontractor name.
2. Project name
3. General Decision Number
4. Date
5. Employee's name, last 4 digits of social security number, address, work classification.
6. Breakdown of employee's fringe benefits.
7. Hourly pay to include rate and fringe amount.
8. Overtime pay to include rate and fringe amount.

**B.** W-9 form.

Each certified payroll will be submitted on the U.S. Department of Labor Form WH-347 or equal form. The weekly certified payroll will be numbered sequentially starting with #1. For those weeks where no work was completed the certified payroll will be submitted with **"NO WORK COMPLETED"** across the form.

The subcontractor will submit the above documents to the contractor. These documents will subsequently be forwarded to the City Engineer or project manager.

The contractor will include with each certified payroll the Michigan Department of Transportation's Form 1955.

**CITY OF MARQUETTE**  
**CHAPTER 6**  
**STANDARD SPECIFICATIONS**

**6.01 RESIDENT NOTIFICATION, MAX \$\_\_\_\_\_**

**6.01.01 General Description**

The contractor will be required to notify all affected resident in writing of any disruption to their normal day to day activities. The written notification shall provide residents with:

1. The nature and duration of the disruption.
2. The name, address and telephone numbers of the Contractor and the City Engineer's office.
3. Notifications shall not be placed in mailboxes. These will be removed by the postal worker. Please place notifications inside the door where they can be easily seen or as a door hanger.

The form for the notification shall be submitted to the City Engineer for approval prior to distributing to the public. A copy of every notification will be given to the City Engineer or his representative. Included with the copy of the notification will be a list of the resident names and addresses that received the notification.

For those cases where the property being affected has multiple housing units, such as apartment complexes or multi-family rentals, the owner of the property being affected will be notified per the same requirements as the residential notice.

**6.01.02 Requirements**

The contractor will be required to notify all affected residents to any disruption per the requirements outlined below.

**A. Project Start**

1. Letter describing project. What will be constructed and when it will be constructed. This includes all aspects of the project such as parking, driveway access, pedestrian access, utility disruptions, noise, vibrations, project phasing, times of operation, restoration to lawn areas, information on replacement of water and sewer laterals, garbage pickup, mail delivery, etc.
2. Advanced notice for this letter will be 7 days.

**B. Active Construction Work**

1. Includes all work during the construction of the project that will disrupt the day to day activities of the resident. This will include parking, driveway access, pedestrian access, utility disruptions, project phasing or changes in the phasing, changes in the hours of operation, lawn care, replacement of water and sewer laterals, garbage pickup, mail delivery, etc.
2. Advanced notice for this letter or door hanger will be 3 days.

### **C. Emergency Work**

1. Includes all emergency related work. Includes water shut offs, gas leaks, sanitary sewer issues, power issues, etc.
2. Notice will be immediate. Door to door verbal notification.

Failure to notify the residents or businesses per the above requirements will result in a deduction from the pay item for this item of work. Deductions will be made on a flat rate monetary basis and increase per occurrence as outlined under the measurement and payment section below.

#### **6.01.03 Measurement & Payments**

Measurement shall be a maximum amount as called out by the pay item on a lump sum basis. Payment shall be compensation in full for all material, equipment and labor required for all notifications required during the course of construction of this project.

OCCURRENCE	MONETARY DEDUCTION FROM PAY ITEM
1	\$200
2	\$300
3	\$400
4+	\$500

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
Resident Notification, Max \$_____	LS

**CITY OF MARQUETTE  
CHAPTER 7  
SUPPLEMENTAL SPECIFICATIONS**

**7.01 MOBILIZATION**

**A. General Description**

Section 110 of the Michigan Department of Transportation 2020 Standard Specifications for Construction is hereby deleted and replaced with the following: This item shall consist of preparatory work and operations, including, but not limited to the following:

1. The movement of personnel, equipment, supplies, and incidentals to the project site.
2. The establishment of the Contractor's offices, buildings, and other facilities to work on the project.
3. Other work and operations that must be performed.
4. Expenses incurred, prior to beginning work on the various contract items on the project site.
5. Pre-construction costs, exclusive of bidding costs, which are necessary direct costs to the project rather than directly attributable to other pay items under the contract.

**B. Measure & Payment**

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

<u>Pay Item</u>	<u>Pay Unit</u>
Mobilization, Max \$_____	LS

**Mobilization** will be measured as a lump sum. The pay item will state the maximum amount that can be bid. When the percentage of the original contract amount earned is less than 5 percent, the costs of project specific bonding, insurances and permits will be reimbursed when a paid invoice is received by the Engineer. The costs of these will then be subtracted from the total amount bid for Mobilization. Partial payments will be made in accordance with the Partial Payment Schedule shown below. The original contract amount is the total value of all contract items including the mobilization item. The percentage earned is exclusive of the mobilization item.

The total sum of all payments for this item shall not exceed the original contract amount bid for **Mobilization**, regardless of the fact that the Contractor may have, for any reason, shut down his work on the project, moved equipment away from the project and then back again, or for additional quantities or items of work added to the contract. Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the contract.

**Partial Payment Schedule**

<u>Percentage of Original Contract Amount</u> <u>Earned</u>	<u>Percentage of Bid Price for Mobilization</u> <u>Allowed</u>
5	50
10	75
25	100

When a pay item for mobilization is not included in the request for proposal, payment for any such work required is considered to have been included in payments made for other items of work.

## **7.02 TOPSOIL SURFACE, 4 INCH**

### **A. General**

Section 816 of the MDOT 2020 Standard Specifications shall be supplemented herein to further define the requirements for topsoil surface to be furnished and placed on the areas designated for turf establishment within the C.I.A. (Construction Influence Area).

### **B. Specification for Topsoil**

Topsoil shall consist of friable soil, capable of generating acceptable plant growth, reasonably free of grass, roots, weeds, sticks, stones or other foreign materials. The topsoil material proposed for the project shall be approved by the Engineer prior to placement. Topsoil shall be placed 4 inches thick compacted in place. The United States Department of Agriculture (U.S.D.A.) specification requirements for acceptable topsoil as applied in the Marquette area shall apply. Soil composition should contain an organic content of 2 to 6 percent and be classified as a loam or sandy loam as specified by the "Guide for U.S.D.A. Soil Textural Classification".

### **C. Construction Methods**

It is expected that the Contractor will have to supplement the existing surface soil encountered on the project. The Contractor shall stockpile the surface soil stripped from the C.I.A. for future reuse. The Engineer will review the material for its suitability as approved topsoil.

If topsoil material is required to supplement that salvaged from the C.I.A. or if insufficient topsoil is salvageable from the site the Contractor shall furnish material approved by the Engineer.

### **D. Topsoil Source Approval**

The contractor shall furnish proposed topsoil material sources at the preconstruction conference for review by the Engineer. The sources will be reviewed by the Engineer for acceptability of use on the project for the turf growing application proposed.

The sources will include test data per USDA classifications. Classifications will be sandy loam, sandy clay loam, loam, clay loam, and silt loam. The frequency of the tests will per ASTM D2487. Table 2 presents some guidelines for evaluating the topsoil source.

**Table 2. Desired Levels of Soil Nutrients**

PH	5.8 to 6.2
Phosphorus (P-I)	Index of 50
Potassium (K-I)	Index of 50
Calcium (Ca%)	40-60% of CEC*
Magnesium (Mg%)	8-10% of CEC*
Base Saturation (BS%)	60-80% of CEC*
Manganese (Mn-I)	Index >25
Zinc (Zn-I)	Index >25
Copper (Cu-I)	Index >25

CEC = Cation Exchange Capacity = Ca + Mg + K + Acidity;  
CEC is a measure of the quantity of nutrients a soil will hold.  
 $Ca\% = [(Ca/CEC) \times 100]$   
 $Mg\% = [(Mg/CEC) \times 100]$

The Contractor is responsible for researching and acquiring rights to topsoil sources and the furnishing, hauling, and placement of the topsoil.

#### **E. Method of Measurement and Payment**

Payment shall be made at the contract unit price per cubic yard for topsoil material required. The contract unit price will be payment in full for testing, hauling, placing and compacting of the material at the locations required.

<b>Pay Item</b>	<b>Pay Unit</b>
Topsoil Surface, 4 Inch	Syd

### **7.03 BITUMINOUS MIXTURES**

#### **A. General Description**

This work shall consist of furnishing and placing bituminous base and surface course mixtures in accordance with the 2020 MDOT Standard Specifications, as applicable.

#### **B. Aggregate**

The aggregate used in the bituminous mixture shall meet the gradation and physical requirements specified in the 2020 Standard Specifications.

#### **C. Construction Requirements**

Surface preparation. Immediately prior to applying the paving mixture the surface shall be thoroughly cleaned of all vegetation, loose materials, dirt, mud, and other objectionable materials. All standing water shall be removed prior to applying the paving mixture.

The Contractor will ensure that manhole, drainage structure, and water valve covers located in areas within the finished asphalt or concrete surface are flush with the finished elevation of the paved surface. No “dishing” of the asphalt will be allowed around the structure covers on the finished paved surface.

The seam where two passes join shall be neat appearing and uniform. If, in the opinion of the Engineer, the seam is irregular, rough or elevated above the adjacent matt surface, the seam area will be repaired by the Contractor at the Contractor's expense. If, in the opinion of the Engineer, the seam is not tight and uniform in appearance the seam will be repaired by the Contractor at the Contractor's expense.

Pavement joints may be constructed as a vertical joint or tapered joint. Tapered joints will be constructed in the following way: Construct the tapered overlapping longitudinal joint by tapering the HMA mat at a slope no greater than 1:12 and extend the tapered portion beyond the normal lane width. Place a 0.5 to 1-inch notch at the top of the taper on all courses of paving.

Pave the adjacent lane within 24 hours, unless delayed by inclement weather. All cold paving joints will have a bond coat applied on them prior to placement of pavement adjacent to the joint. Density requirements for all paving joints will be per the supplemental specification *ACCEPTANCE OF HOT MIX ASPHALT MIXTURES*.

Final density requirements for the entire pavement, including the taper area, will remain unchanged. Compact the initial taper section as near to final density as possible. Apply a weighted roller, as wide as the taper, to the taper section of the pavement.

All excess material that overruns in gutters shall be removed or squeegeed back as directed by the Engineer.

All excess material shall be removed from the ends of the job site immediately. When needed, all joints, radii, ends and returns will be squeegeed to a uniform appearance as directed by the Engineer.

All material tracked or lost past the ends of the job site shall be cleaned up before the paving crew leaves for the next location.

#### **D. Traffic Control**

The Contractor shall provide signs, barricades and flaggers necessary to control traffic around the area under construction. Application of the mixture shall be suspended early

enough each day to permit traffic to safely travel over the completed work before dark. Any damage done by traffic to the asphalt surface shall be repaired by the Contractor at the Contractor's expense. Barricades, signs and other warning devices will be in accordance with the 2011 Michigan Manual on Uniform Traffic Control Device. A written traffic control plan or schematic shall be provided by the Contractor for the Engineer's approval prior to beginning the work. All materials, labor, equipment and appurtenances required for the control of traffic for asphalt placement shall be considered incidental to the asphalt placement unless otherwise noted in the plans or these specifications.

#### **E. Thickness Tolerance**

A depth tolerance not to exceed ¼ inch from the nominal thickness required (per plan) for the course specified under one pay item will be acceptable where the required nominal thickness is 2 inches or less. A tolerance not to exceed ½ inch from the nominal thickness required for the course or courses specified under one pay item will be acceptable where the required nominal thickness is equal to or over 2 ½ inches.

Measurement will be based on the weight of the HMA and planimetric area of the paving limits.

#### **F. Notification Requirements**

The Contractor will make every effort to notify the property owner's and/or tenants the day prior to placement of the HMA top course in the area under consideration. The Contractor will make every effort to contact the said property owner's and/or tenants 24 hours prior to the placement of the HMA either by verbal, written communication, or a combination of both. "Police Order No Parking Signs" may be borrowed from the City of Marquette Public Works Department to further expedite and reinforce the temporary parking and street usage ban. All signage will be returned to promptly to the Public Works Department following the removal of the signage from the street area. Failure to do so will result in the Contractor being prohibited from further borrowing transactions.

#### **G. Ride Quality Requirements (Cold Mill and Overlay, Crush & Shape and New Construction)**

The Contractor will perform all ride quality measurements. On cold mill and overlay projects this will include measurements on the original and final pavement surfaces. On crush & shape and new construction ride quality measurements are required on the final surface. The cost of performing these ride quality measurements will be included in the cost of other contract items and will not be paid for separately. These ride quality requirements must be met for the initial acceptance of warranted HMA pavement.

The profiler to be used must be GM type rapid travel profiler, as stated in MTM 726- *Michigan Test Method for Determining Ride Quality Using a GM Type Rapid Travel Profilometer*.

The pavement ride quality, for each warranty lane, must meet the following criteria subsequent to the HMA overlay,

1. Each individual 528-foot segment of each lane must have an IRI value equal to or lower than the initial value prior to the overlay.
2. For cold mill and overlay projects the overall average for each lane must be improved by 30 percent from the initial IRI value. For crush & shape and new construction projects the IRI must be equal to or less than 100.

##### **a) Excluded Areas**

- i. Areas surrounding manholes and utility and drainage structures will be designated as excluded areas. The excluded area will extend 10 feet on each side of the structure.
  - ii. Areas where the new pavement must match grades of an existing feature (e.g. curb and gutter or an existing lane that will not be overlaid).
  - iii. Major intersections (where traffic flow is maintained during construction). The excluded area will extend between the approach and the departure spring points of the intersection.
  - iv. Existing defects in the pavement remaining (e.g. existing pot hole areas) after cold milling.
- b)** The excluded areas will be identified in writing to the Engineer prior to measurement.

**3.** If corrective action is required repairs shall be made at the Contractors expense. This corrective action includes bump grinding by an approved method, mill and replace HMA pavement or other approved method. The Contractor will analyze the ride quality data and determine the area or areas needing correction. After corrective work the Contractor shall again perform ride quality measurements. If ride quality criteria are not met additional corrective work and measurement may be required.

**4. Condition Parameters**

Condition parameters are used to measure the performance of the HMA pavement during the warranty term. Each condition parameter has a threshold level applied to each segment and a maximum number of defective segments allowed before corrective action (warranty work) is required. Condition parameters will follow the “Michigan Local Agency Special Provision for Warranty Work Requirements for Hot Mix Asphalt Pavements”.

**5. Warranty Requirements**

Warranty requirements will follow the “Michigan Local Agency Special Provision for Warranty Work Requirements for Hot Mix Asphalt Pavements”.

**6. Operational Time Period**

Per the act of the City Commission, the time period between the milling and paving operations will be at a maximum of three weeks. This will allow ample time to adjust structures, repair curbing, and repair subbase if required. This requirement will minimize the disruption to the public and minimize the potential for physical injury or vehicular damage. Failure to meet this requirement will result in liquidated damages for every day that exceeds the three week period.

**H. Measurement & Payment**

Payment shall be made at the contract unit price per ton for HMA material required. The contract unit price will be payment in full for hauling, placing and compacting of the material at the locations required.

\*Air voids will be regressed to 3% on all HMA mixtures in this project by increasing the binder content.

**7.04 REMOVING SIDEWALK**

**A. General Description**

Section 204 of the MDOT 2020 Standard Specifications for Construction for the item of removing sidewalk is modified as follows:

Removing concrete driveways will be paid as removing sidewalk.

**7.05 SOIL EROSION AND SEDIMENTATION CONTROL**

**A. General Description**

This section is added to section 208 of the MDOT 2020 Standard Specifications for Construction.

**B. Scope of Work**

The Contractor shall be responsible for all erosion and sedimentation control measures as

required to prevent erosion of slopes and to prevent sediment from entering existing streams, ponds, or storm sewers. This shall apply not only to public rights-of-way, but also private properties adjacent to or downstream of the construction influence area (CIA). Soil erosion and sediment control measures shall include silt fence, culvert sediment traps, excavated sediment traps, sand bags, and other such effective measures necessary to control erosion or as may be directed by the engineer.

The project contains a soil erosion and sedimentation control plan. The Contractor shall use this plan as a guide to minimum requirements.

In addition to the measures listed above and shown on the plans, the Contractor shall stage his work so as to minimize the potential for erosion and sedimentation. For example: Graveling and permanent restoration work shall closely follow the grading operation. If an area is subject to erosion, the contractor shall take immediate steps to prevent sediment from leaving the construction area.

Stockpiles of soils prone to erosion that will be stored in the right of way will be required to have tarp coverage. In addition the uphill end of the stockpile shall be sand bagged on the uphill end in an arc to divert any concentrated flows.

It shall be the Contractor's responsibility to monitor the National Weather Services predictions and to avoid working an area subject to erosion if weather conditions are predicted to include moderate to heavy precipitation.

The Contractor shall have on staff a certified storm water operator and report weekly on the status of soil control measures and proposed activities for the following week.

### **C. Measurement & Payment**

Payment shall be made for the item of soil erosion and sedimentation control on a lump sum basis. The Contractor shall include all costs for construction and maintenance for erosion control measures in the item of soil erosion and sedimentation control.

If at any time the potential for erosion or sedimentation loss exists the City Engineer may stop work until the condition is corrected. Failure to make these corrections after repeated discussions will result in the City of Marquette Public Works Department doing these repairs with the cost of making such repairs being deducted from the contract.

Partial payments will be made on a percentage of plan erosion control measures placed.

<u>Pay Item</u>	<u>Pay Unit</u>
Soil Erosion and Sedimentation Control	LSUM

### **7.06 SEMCO ENERGY GAS COMPANY**

1. Contractor shall use nylon straps to support SEMCOENERGY pipelines at a minimum spacing of twenty (20) feet. Chains or cables are not allowed to support natural gas pipelines.
2. When encountered and supported, SEMCOENERGY pipelines will be relocated in its original trench line location, at a depth of 36" to 60" in depth depending on depth requirements at that location. Tracer wire must be placed 6" above the pipe. (To prevent damage to plastic pipeline from lightning strike).
3. Any pipe trenches that cross or at driveways where undisturbed soils and disturbed soils meet shall be backfilled using MDOT Class II sand backfill that is compacted to 95% density. (Over and Under Gas Lines to prevent shear off).
4. When natural gas lines are adjacent to manholes or drainage structures, the Natural Gas Lines will be wrapped with "rock shield or approved material" to protect from abrasion. "Rock shield or approved material" will be provided by

SEMCOENERGY upon request from the contractor.

5. When blasting around natural gas facilities (mains and service) are planned, SEMCOENERGY will survey the area in question for leaks (before and after blasting). Also if blasting is performed in close proximity to SEMCOENERGY facilities (will be determined by SEMCOENERGY Engineering), all natural gas facilities will be exposed by the Contractor doing the work and then inspected by SEMCOENERGY. The Contractor will be responsible for exposing, shielding, backfilling and compacting (with sand) all SEMCOENERGY Natural Gas facilities prior to blasting. Once blasting has been completed, the Natural gas facilities will be resurveyed for leaks. Contractor will expose the natural gas facilities for inspection if deemed necessary by SEMCOENERGY after blasting.
6. Contractor shall immediately alert SEMCOENERGY if tracer wire, coating or test stations are damaged during construction so that SEMCOENERGY can make repairs when tracer wire, coating or test stations are still exposed. (Not buried) If buried the contractor will be charge time and material for repairs.
7. As per Public Act 53 of 1974, The Contractor shall call Miss Dig (800-4827171) a minimum of three (3) full working days, excluding Saturdays, Sundays and Holiday prior to beginning each excavation in area where public utilities have not been previously located.
8. SEMCOENERGY Northern Division Contact Personnel  
Office (800) 624-2019  
Jeff Jackovich, Operations Technician II, ext. 5914  
Jeff Gregorich, Operations Supervisor, ext. 5170  
Mark Kachur, Manager, ext. 5906  
Jan Dobson, Operation Administration Assistant, ext. 5902

In case of emergency contact SEMCOENERGY Gas Dispatch at (888) 427-1427

## **7.07 SIDEWALK RAMP, ADA**

### **A. General Description**

Section 803, "Concrete Sidewalk, Curb Ramps, and Steps" of the 2020 MDOT Standard Specifications for construction is hereby supplemented to include the following:

This work shall consist of furnishing all material, equipment, tools and labor necessary for the placement of concrete sidewalk ramps with detectable warning surfaces complete and ready for service at location(s) specified in the contract documents, construction plans or as directed by the Engineer. All work shall be in accordance with the details and standards as specified by the Americans with Disabilities Act of 1990 (ADA) or any amendments thereto.

### **B. Construction Requirements**

The detectable warning surface shall be ADA compliant cast in place tactile surface with brick red color or approved equal as manufactured by ADA Solutions, Access Products Inc., AlertTiles, Engineered Plastics, Inc., or approved equal.

Pattern and dimensions of the detectable warning surface shall incorporate an "in-line" dome pattern of truncated domes 0.2" in height, 0.9" diameter at the base and 0.45" diameter at top of dome. Domes should be spaced no greater than 2  $\frac{3}{8}$ " from center to center. The field area of the detectable warning surface should consist of raised points no greater than 0.045", to create a non-slip surface for wheelchair safety. The pavers will be 2  $\frac{3}{4}$ " in thickness.

Overall dimensions of the detectable warning surface shall be in accordance with the details and standards as specified by the Americans with Disabilities Act of 1990 (ADA) or any amendments thereto.

Curb Ramps shall be 6" thick. The finished surface of the curb ramp and transition slope ramps shall be uniformly profiled to match the adjoining surfaces without lips or obstructions and shall drain completely. The location and orientation of the curb ramps shall be constructed as specified by the Americans with Disabilities Act of 1990 (ADA) or any amendments thereto.

Where a curb ramp is constructed within the existing curb, combination curb and gutter and/or sidewalk, the existing curb or combination curb and gutter shall be removed to the nearest joint beyond the curb transitions or to the extent that no remaining section of curb or curb and gutter is less than 5' long. The existing sidewalk shall be removed to the nearest joint beyond the transition slope ramps or walk around or to the extent that no remaining section of sidewalk is less than 5' long.

Detectable warning surface shall extend the full width of the curb ramp or landing and in the direction of travel 30" from the back of curb. The detectable warning surface shall not be installed on the transition slope ramps. The detectable warning surface shall be located so that the edge nearest the curb line is 6" from the back of curb unless noted in the contract documents.

Domes shall be aligned on a square grid, aligned in rows parallel and perpendicular to the predominant direction of travel. The domes must be not skewed diagonally to the direction of travel.

All detectable warning pavers will be set in the concrete using thin mortar set installation. The Contractor and material manufacturer shall jointly warrant the installed detectable warning surface to last no less than two years without losing more than one percent of the truncated domes due to delaminating as a result of product failure. Product failure will include all spalling, pop outs, cracking, scaling, improper subgrade compaction, and loss of original coloring.

### **C. Measurement & Payment**

Measurement and payment will per section 803 of the 2020 MDOT Standard Specifications for construction

## **7.08 CONCRETE CURB, GUTTER, AND SIDEWALK**

### **A. General Description**

Section 802 and 803 of the MDOT 2020 Standard Specifications shall be supplemented herein to further define the requirements for concrete curb, gutter and sidewalk.

### **B. Construction Materials**

All concrete mixtures for curbing will have the addition of polypropylene fibers. The 28 day minimum compressive strength will be 3500 psi. Fiberglass fibers must conform to ASTM C 1666. Fibers must be introduced and mixed according to ASTM C 192. Approved material source is Axim (Fibrasol IIP).

### **C. Construction and Repair Methods**

The contractor is responsible for all damage to the concrete before acceptance by the City of Marquette. Concrete sidewalk slabs and curbing that have graffiti, footprints, etc. shall be replaced or repaired according to the following criteria.

#### **1. Cured Concrete**

Damage done to the slab or curbing shall require removal and new slab or curbing poured. Shallow damage (1/8" or less) can be rubbed out as long as the area repaired is indistinguishable from the adjoining surface.

#### **2. Fresh Concrete**

Damage done to the slab or curbing shall require refinishing such that it is indistinguishable from the adjoining surface. Adding water to the surface of the concrete to improve workability will not be allowed.

Sidewalk slabs requiring removal shall be removed in their entirety. Partial square removal will not be allowed.

**3.** Curbing that requires removal shall be removed by saw cutting perpendicular to the face of the curb as necessary and lifting or sliding out the section in its entirety to the nearest control joint. The minimum section length of removal will be 3 foot.

**4.** Roots that may be encountered in the trench, underneath the sidewalk, or in the curb line from an adjacent tree will require the removal of the roots to proceed with construction. When directed to do so by the engineer, the contractor shall remove the roots by cutting or sawing, but not by use of a hydraulic backhoe. This may involve cutting out the entire root(s), and/or cutting out a section out of a large root.

#### **5. Surface Treatment for Concrete**

All concrete surfaces will be treated with a curing and sealing compound specifically formulated to protect the concrete from moisture and de-icing salts.

### **7.09 ACCEPTANCE OF HOT MIX ASPHALT MIXTURES**

#### **A. General Description**

This special provision provides HMA sampling and testing requirements for City of Marquette projects using nuclear density gauge testing and laboratory mixture testing. Provide hot mix asphalt (HMA) mixtures in accordance with the requirements of the 2020 MDOT standard specifications, except where modified herein.

#### **B. Construction Materials**

Provide HMA using an MDOT pre-approved mix design, meeting the uniformity tolerance limits in Table 1.

**Table 1: Uniformity Tolerance Limits for HMA Mixtures**

Parameter		Top and Leveling Course		Base Course	
Number	Description	Range 1 (a)	Range 2	Range 1 (a)	Range 2
1	% Binder Content	-0.30 to +0.40	±0.50	-0.30 to +0.40	±0.50
2	% Passing	# 8 and Larger Sieves	±5.0	±8.0	±7.0
		# 30 Sieve	±4.0	±6.0	±6.0
		# 200 Sieve	±1.0	±2.0	±2.0
3	Crushed Particle Content (b)	Below 10%	Below 15%	Below 10%	Below 15%
<p>2. This range allows for normal mixture and testing variations. The mixture must be proportioned to test as closely as possible to the Job-Mix-Formula (JMF).</p> <p>3. Deviation from JMF.</p>					

**C. Construction**

Submit an MDOT approved Mix Design and a JMF to the City or designated Project Engineer, here forward referred to as Engineer. Do not begin production and placement of the HMA until the JMF is approved by the Engineer. Maintain the binder content, aggregate gradation, and the crushed particle content of the HMA mixture within Range 1 uniformity tolerance limits in Table 1. For all HMA mixtures, field regress air void content to 3.0 percent with liquid asphalt cement unless specified otherwise on the HMA application estimate.

**D. Contractor QC**

Develop and follow an HMA-QC Plan for HMA production and placement as required by the MDOT *HMA Production Manual* and herein. Utilize personnel and testing equipment capable of providing a product that conforms to contract requirements. Do not start work on the subject items without an accepted HMA-QC Plan. Submit 1 copy of all QC testing results to the Engineer within 5 days of completing the tests.

**1. Field Density Testing**

The contractor will perform daily field density testing on HMA placement when daily quantity exceeds 250 tons for a type of HMA mix. Density testing will not be required on driveway placements or road patches. Use of a nuclear density gauge requires measuring the pavement density using the Gmm from the JMF for the density control target. The required in-place density of the HMA mixture must be 92.0 to 98.0 percent of the density control target. The minimum required joint density will be 86.0 percent. Nuclear density testing and frequency will be in accordance with the *MDOT Density Testing and Inspection Manual*. Density testing is to be performed on the mainline and paving joint in order to establish a rolling pattern that will provide acceptable density.

**2. HMA Sampling and Lab Testing**

The contractor will sample HMA mixtures at the beginning of each project for when the plan quantity exceeds 500 ton per type of mixture. The mixtures are to be tested to ensure conformance with Table 1. If any HMA mixture parameters are found to be

outside of Range 2 limits as shown in Table 1, the contractor will immediately stop operations, make adjustments, and retest until the mixture is brought into compliance. If aggregate gradations on one sieve, or bitumen contents as determined by field tests are outside Range 1 but within Range 2 tolerance limits, the contractor may continue placement but must continue daily sampling, testing and make adjustment to the mixture as needed until Range 1 limits are met.

## **E. City of Marquette QA**

The City of Marquette's designated QA technicians will monitor the placement of HMA and measure mix temperature. The QA technician will verify that QC density testing is being completed and that a sufficient rolling pattern is being established. The Engineer, at their discretion may require QA field sampling at the start of a project to ensure that tolerances in Table 1 are met.

1. If QA test results find HMA mixture parameters to be outside of Range 1 or 2 as shown on Table 1, the Contractor will follow QC procedures and make necessary adjustments to bring the HMA mixture back into the specified range.

### **2. QA Testing - Deductions, Extended warranty**

- a) If three consecutive aggregate gradations on one sieve, or bitumen contents as determined by field tests are outside Range 1 but within Range 2 tolerance limits, the mixture produced from the time the third sample was taken until the gradation, or bitumen content is corrected back into Range 1 will be decreased in contract unit price by 10 percent.
- b) The contract unit price for material placed with any HMA mixture parameters found to be outside of Range 2, as shown in Table 1, will be decreased by 25 percent. The contractor must also provide a letter stating they will provide an extended 5 year warranty on that portion of HMA to the city prior to payment for the mixture at the reduced rate.

*References (includes portions/ modified portions of the below specifications)*

**1)** 12SP-501J - MDOT Special Provision for Acceptance of Hot Mix Asphalt Mixture on Local Agency Projects.

**2)** 12SP-501U-06 – MDOT Special Provision for Superpave Mix Asphalt Percent Within Limits.

## **7.10 QUALITY CONTROL AND ACCEPTANCE OF PORTLAND CEMENT CONCRETE**

### **A. General Description**

The Contractor must administer quality control (QC) and the City of Marquette will administer quality assurance (QA) procedures that will be used for acceptance of and payment for all Portland cement concrete (PCC) for the project. Except as explicitly modified by this specification, all materials, test methods, and PCC mixture requirements of the 2020 MDOT standard specifications and the contract apply.

## **B. Definitions**

### **1. Quality Assurance (QA)**

Activities administered by the City of Marquette or designated personnel dealing with acceptance of the product, including, but not limited to, materials selection, sampling, testing, construction inspection, and review of Contractor QC documentation. All concrete QA sampling and testing will be administered by the City or designated Project Engineer, here forward referred to as Engineer.

### **2. Quality Control (QC)**

All activities administered by the Contractor to monitor, assess, and adjust production and placement processes to ensure the final product will meet the specified levels of quality, including, but not limited to, training, materials selection, sampling, testing, project oversight and documentation. Contractor administered QC is described in this specification.

### **3. Sampling Rate**

The number of times the fresh concrete is sampled per sub-lot, as described in this specification.

### **4. Lot Size**

The total volume of concrete, broken out by type, to be placed for the entire project based on planned quantities. (a separate distinction will be made for concrete with fiber reinforcement in it).

### **5. Sub-Lot Size**

Maximum sub-lot sizes will be 50 CYD per concrete type. Sub-lots will typically be ½ of a project phase for concrete curb and flatwork (1/2 city block or 1 side of city block).

### **6. Small Quantity Placement**

A single day's placement of less than 20 cubic yards of concrete used for non-structural or non-pavement related applications. Structural applications refer to foundation or footing placements.

## **C. QC Plan Requirements**

### **1. Contractor Quality Control Plan (QC Plan)**

Prepare, implement, and maintain a QC plan for concrete, specific to the project, that will provide quality oversight for production, testing, and control of construction processes. The QC plan must be in conformance with the contract and must identify all procedures used to control production and placement including when to initiate corrective action necessary to maintain the quality and uniformity of the work. Develop concrete mix designs and JMFs, as specified, and conduct QC sampling, testing, and inspection during all phases of the concrete work at the minimum frequency, or at an increased frequency sufficient to ensure that the work conforms to specification requirements.

Project-specific items required in the QC plan include following:

- a) Organization Chart.
- b) QC Plan Administrator and contact information.
- c) The name(s) and credentials of the QC staff.
- d) Documentation, procedures and submittals.
- e) Project and Plant specifics.
- f) Concrete production facilities inspections and certifications.
- g) Current testing equipment calibration documentation including calibration factor.
- h) Testing and initial field curing facilities for QC strength test specimens

(AASHTO T 23/ASTM C 31).

- i) Stockpile management plan.
- j) Corrective action plan.
- k) control charts with action and suspension limits.
- l) Mix design and JMFs.
- m) Proposed production lot size and location for use of each JMF on the project.
- n) Frequency of sampling and testing.
- o) Finishing and curing procedure.
- p) List of QC records to be submitted to the Engineer in accordance with this special provision.

## **2. QC Records**

Maintain complete records of all QC tests and inspections. Document what action was taken to correct deficiencies. Include sufficient information to allow the test results to be correlated with the items of work represented.

Furnish one copy of all QC records to the Engineer within 5 days after the testing is completed. The Engineer will withhold acceptance of the concrete, and the Contractor will forfeit eligibility for dispute resolution consideration described in this specification if this is not completed.

If the Engineer's technician or testing consultant, here forward referred to as QA technician, is performing QA sampling and testing at the same time the Contractor is performing QC sampling and testing, this needs to be noted in the QC records. Individuals performing QC tests must demonstrate that they are proficient and capable of sampling and testing concrete or aggregate, where applicable, in accordance with the associated test procedures and Department requirements prior to commencement of related work. Any adjustments to the JMF must be made by a certified concrete technician (Michigan Concrete Association (MCA) Michigan Level II).

## **D. QC Sampling and Testing Requirements**

The Contractor will conduct startup testing each day for air temperature and slump. If startup testing fails to meet testing specifications, adjustments can be made to bring the mix into compliance per MCA/ ACI standards. If correction is not possible, the truck will be rejected. The following truck is to be tested if concrete the first truck required rejection or corrections to the mix.

In addition to startup testing, the contractor will randomly test 1 concrete load per sub-lot for proper air, temperature, slump and strength cylinders.

For small quantity placement, as defined in this specification, QC sampling can be reduced to a minimum of one startup test at the beginning of each week of placement or further reduced as determined by the Engineer.

## **E. QA Sampling and Testing requirements**

The QA technician will randomly sample and test concrete for acceptance at a minimum of 1 time per sub-lot for air, slump, temp and strength cylinders unless otherwise decided. The Engineer reserves the right to waive QA testing for a portion of or the entire project. A sub-lot will be a maximum of 50 CYD per concrete type (a separate distinction will be

made for concrete with fiber in it). Sub-lots will typically be ½ of a project phase for concrete curb and flatwork (1/2 city block or 1 side of city block).

The QA technician, at their discretion may conduct startup testing. It is recommended that side by side comparison startup testing be conducted at the beginning of each project to verify accuracy of the testing equipment.

If time and resources are not available for QA acceptance testing on a portion of, or the entire project, QC sampling will still be required. No price adjustments will be made based on QC testing results.

## **F. QA Acceptance Testing Action Limits**

### **1. Air Content**

If the tested percentage of air is up to 1.0% outside of the specified limits as stated in the 2020 MDOT Standard Specifications for Construction, the concrete sub-lot will be subject to a 15% reduction in payment.

If the tested percentage of air is greater than 1.0% outside of the specified limits as stated in the 2020 MDOT Standard Specifications for Construction, the concrete sub-lot will be subject to a 5 year extended warranty and a 30% reduction in payment or removal and replacement as determined by the Engineer. No payment will be made for concrete placed until the City receives a warranty guarantee document from the contractor.

### **2. Strength Cylinders (non-structural placement)**

Two 28 day strength cylinders will be taken for each sub-lot of concrete.

If the first 28 day strength cylinder falls below the specified strength, the second cylinder will be tested. If after testing both cylinders the concrete strength still falls outside of the specified limit, the following actions will be taken.

- a) Up to 500 psi below specified strength: a reduction in payment will be made based on the following pay factor.  $PF = \text{cylinder break strength} / \text{specified strength}$ .
- b) Beyond 500 psi below specified strength: Subject to further investigation and possible removal and replacement.

Note: reductions in payment is based on the higher value of the two cylinder breaks. There will be no positive pay adjustments made.

### **3. Slump**

If slump is found to exceed specifications limits during startup or acceptance testing, the contractor will be notified, and the slump must be brought to within conformance on the next truck. Failure to do so will result in the rejection of subsequent trucks.

### **4. Temperature**

If temperature is found to exceed specification limits, during startup or acceptance testing, the contractor will be notified, and the temperature must be brought to within conformance on the next truck. Failure to do so will result in the rejection of subsequent trucks.

## **G. QA/QC Dispute Resolution**

If QA tests are disputed, an average of the QA and QC results may be used to calculate reductions in payment.

QC test results will not be factored into payment reductions for any reason other than that listed above. The primary purpose of QC testing is to provide feedback to the contractor to ensure a quality product.

References (includes portions/ modified portions of the below specification)

- 1) MDOT Special Provision for Quality Control and Acceptance of Portland Cement Concrete 12SP-604B-07

### **7.11 Root Removal**

#### **A. General Description**

Cut and remove all roots to a depth of 6" below the bottom of sidewalk in areas of proposed sidewalk replacement.

#### **B. Measure & Payment**

Root Removal will be measured and paid by the square yard of removal area under proposed sidewalk at the contract unit price.

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
Root Removal	SYD

## **7.11 TRAFFIC CONTROL**

### **A. GENERAL**

Work performed under this contract will be accomplished under a variety of traffic situations. This necessitates a need for proper traffic control devices to be available for use. All signs and barricades shall be in accordance with the 2011 Michigan Manual of Uniform Traffic Control Devices.

### **B. ITEMS REQUIRED**

In addition to signage shown in traffic control plans, the Contractor will be required to have at a minimum, the following traffic control items available for use throughout the life of this project:

Type III Barricade	4 Each
Plastic Drum, High Intensity	15 Each
W20 – 1 Construction Ahead	3 Each
W20 – 4 One Lane Road Ahead	2 Each
W20 – 15 Be Prepared to Stop	2 Each
W20 - 7a Flag Person	2 Each
R11 – 4 Road Closed to Thru Traffic	2 Each
Channelizing devices	30 Each

Additional signage may be required depending on the contractors proposed traffic control plan (plans must conform to the 2011 MMUTCD). All temporary signs shall be M.D.O.T. type "A" with a reflectorized background and legend. Any short-term construction detours will be approved prior to placement by the City Engineer.

### **C. MEASUREMENT AND PAYMENT**

Traffic Control will be paid for on a lump sum basis and will be considered payment for traffic control usage for the entire scope of the project. This includes all road related work, utility work, crack sealing and restoration.

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
Traffic Control	LS

# **APPENDIX I**

## **PRE-APPROVED MATERIALS LIST**

**CITY OF MARQUETTE  
PRE-APPROVED MATERIALS LIST  
SANITARY SEWER ITEMS**

ITEM	MANUFACTURE (Add new Manufacture)	Series or Part No. (Add new Series/Part No.)	Item Used (Check Appropriate Box)	Comments
PVC Pipe	Freedom Plastics	SDR 26	<input type="checkbox"/>	
8", 10", 12"	Diamond Plastics	SDR 26	<input type="checkbox"/>	
	Northern Pipe Products	SDR 26	<input type="checkbox"/>	
	JM Eagle	SDR 26	<input type="checkbox"/>	
4", 6"		SCH 40	<input type="checkbox"/>	
			<input type="checkbox"/>	Submit Shop Drawings
PVC Fittings	GPK Products		<input type="checkbox"/>	
4", 6", 8", 10" 12"	_____	_____	<input type="checkbox"/>	Submit Shop Drawings
Concrete Pipe	U.P. Pipe		<input type="checkbox"/>	
12", 15", 18", 24", 30", 36"	Concrete Industries, Inc.		<input type="checkbox"/>	
	_____	_____	<input type="checkbox"/>	Submit Shop Drawings
Monument Box	ej	2970	<input type="checkbox"/>	
	_____	_____	<input type="checkbox"/>	Submit Shop Drawings
Sanitary Manholes	U.P. Pipe		<input type="checkbox"/>	
4', 5', 6' 8' Dia.	Concrete Industries, Inc.		<input type="checkbox"/>	
	_____	_____	<input type="checkbox"/>	Submit Shop Drawings
Manhole Cover	ej	Cat. No. 1040, Type A	<input type="checkbox"/>	
MDOT "Q"			<input type="checkbox"/>	Submit Shop Drawings
Miscellaneous Fittings	Fernco Couplings		<input type="checkbox"/>	
	_____		<input type="checkbox"/>	Submit Shop Drawings

**CITY OF MARQUETTE  
PRE-APPROVED MATERIALS LIST  
SANITARY SEWER ITEMS**

ITEM	MANUFACTURE (Add new Manufacture)	Series or Part No. (Add new Series/Part No.)	Item Used (Check Appropriate Box)	Comments
Multi-Purpose Rubber	ej	INFRA-RISER	<input type="checkbox"/>	
Composite Adjustment Riser	Cretex	PRO-RING	<input type="checkbox"/>	
			<input type="checkbox"/>	
			<input type="checkbox"/>	Submit Shop Drawings
Self Leveling Assembly	ej	1040APT	<input type="checkbox"/>	
	_____	_____	<input type="checkbox"/>	Submit Shop Drawings
			<input type="checkbox"/>	
			<input type="checkbox"/>	Submit Shop Drawings
			<input type="checkbox"/>	
			<input type="checkbox"/>	Submit Shop Drawings
			<input type="checkbox"/>	
			<input type="checkbox"/>	Submit Shop Drawings
			<input type="checkbox"/>	
			<input type="checkbox"/>	Submit Shop Drawings
			<input type="checkbox"/>	
			<input type="checkbox"/>	Submit Shop Drawings

**CITY OF MARQUETTE  
PRE-APPROVED MATERIALS LIST  
WATER MAIN ITEMS**

ITEM	MANUFACTURE (Add new Manufacture)	Series or Part No. (Add new Series/Part No.)	Item Used (Check Appropriate Box)	Comments
Ductile Iron Pipe, CL 52	American Iron Pipe		<input type="checkbox"/>	
4", 6", 8", 10", 12", 14", 16"	Griffin Pipe		<input type="checkbox"/>	
18", 20", 24", 30", 36"	U.S. Pipe	Tyton Joint Pipe	<input type="checkbox"/>	
	McWane Ductile		<input type="checkbox"/>	
	_____	_____	<input type="checkbox"/>	Submit Shop Drawings
Bends	Tyler Pipe		<input type="checkbox"/>	
4", 6", 8", 10", 12", 14", 16"	Sigma Pipe		<input type="checkbox"/>	
	Clow Pipe		<input type="checkbox"/>	
	Griffin Pipe		<input type="checkbox"/>	
	_____	_____	<input type="checkbox"/>	Submit Shop Drawings
Tees	Tyler Pipe		<input type="checkbox"/>	
4", 6", 8", 10", 12", 14", 16"	Sigma Pipe		<input type="checkbox"/>	
	Clow Pipe		<input type="checkbox"/>	
	Griffin Pipe		<input type="checkbox"/>	
	_____	_____	<input type="checkbox"/>	Submit Shop Drawings
Solid Sleeves	Tyler Pipe		<input type="checkbox"/>	
4", 6", 8", 10", 12", 14", 16"	Sigma Pipe		<input type="checkbox"/>	
	Clow Pipe		<input type="checkbox"/>	
	Griffin Pipe		<input type="checkbox"/>	
	_____	_____	<input type="checkbox"/>	Submit Shop Drawings
Crosses	Tyler Pipe		<input type="checkbox"/>	
4", 6", 8", 10", 12", 14", 16"	Sigma Pipe		<input type="checkbox"/>	
	Clow Pipe		<input type="checkbox"/>	
	Griffin Pipe		<input type="checkbox"/>	
	_____	_____	<input type="checkbox"/>	Submit Shop Drawings
Cutting-in-Sleeve	Tyler Pipe		<input type="checkbox"/>	
4", 6", 8", 10", 12", 14", 16"	Sigma Pipe		<input type="checkbox"/>	
	Clow Pipe		<input type="checkbox"/>	
	Griffin Pipe		<input type="checkbox"/>	
	_____	_____	<input type="checkbox"/>	Submit Shop Drawings

**CITY OF MARQUETTE  
PRE-APPROVED MATERIALS LIST  
WATER MAIN ITEMS**

ITEM	MANUFACTURE (Add new Manufacture)	Series or Part No. (Add new Series/Part No.)	Item Used (Check Appropriate Box)	Comments
Reducers	Tyler Pipe		<input type="checkbox"/>	
4", 6", 8", 10", 12", 14", 16"	Sigma Pipe		<input type="checkbox"/>	
	Clow Pipe		<input type="checkbox"/>	
	Griffin Pipe		<input type="checkbox"/>	
	_____	_____	<input type="checkbox"/>	Submit Shop Drawings
Plugs and Caps	Tyler Pipe		<input type="checkbox"/>	
4", 6", 8", 10", 12", 14", 16"	Sigma Pipe		<input type="checkbox"/>	
	Clow Pipe		<input type="checkbox"/>	
	Griffin Pipe		<input type="checkbox"/>	
	_____	_____	<input type="checkbox"/>	Submit Shop Drawings
R.S. Gate Valve	American Flow Control	Series 2500	<input type="checkbox"/>	
4", 6", 8", 10", 12"	ej	Flow Master Series A	<input type="checkbox"/>	
	Mueller	Series 2360	<input type="checkbox"/>	
	Clow	F-6100	<input type="checkbox"/>	
	M&H Valve	Style 4067	<input type="checkbox"/>	
	_____	_____	<input type="checkbox"/>	Submit Shop Drawings
Butterfly Valve	Mueller	Line seal III	<input type="checkbox"/>	
10", 12", 14", 16"	Clow	Style 4500	<input type="checkbox"/>	
18", 20", 24"	M&H Valve	Style 4500	<input type="checkbox"/>	
	_____	_____	<input type="checkbox"/>	Submit Shop Drawings
Tapping Valve	American Flow Control	Series 2500	<input type="checkbox"/>	
4", 6", 8", 10", 12", 16"	ej		<input type="checkbox"/>	
	Mueller		<input type="checkbox"/>	
	Clow	F-6106	<input type="checkbox"/>	
	M&H Valve		<input type="checkbox"/>	
	_____	_____	<input type="checkbox"/>	Submit Shop Drawings

**CITY OF MARQUETTE  
PRE-APPROVED MATERIALS LIST  
WATER MAIN ITEMS**

ITEM	MANUFACTURE (Add new Manufacture)	Series or Part No. (Add new Series/Part No.)	Item Used (Check Appropriate Box)	Comments
Hydrants	ej	Water Master Model 5-BR	<input type="checkbox"/>	
UL listed	American Flow Control	Waterous Pacer	<input type="checkbox"/>	
	_____	_____	<input type="checkbox"/>	Submit Shop Drawings
Valve Boxes	Tyler Pipe	6860	<input type="checkbox"/>	
2", 4", 6", 8", 10", 12", 16"	Sigma Pipe		<input type="checkbox"/>	
	ej	8560	<input type="checkbox"/>	
	_____	_____	<input type="checkbox"/>	Submit Shop Drawings
Joint Restraint	Tyler Pipe		<input type="checkbox"/>	
4", 6", 8", 12", 14", 16"	Sigma Pipe		<input type="checkbox"/>	
	EBAA Iron	MEGALUG	<input type="checkbox"/>	
	_____	_____	<input type="checkbox"/>	Submit Shop Drawings
Anchor Coupling	Tyler Pipe		<input type="checkbox"/>	
4", 6", 8", 12", 14", 16"	Sigma Pipe		<input type="checkbox"/>	
	Clow Pipe		<input type="checkbox"/>	
	Griffin Pipe		<input type="checkbox"/>	
	_____	_____	<input type="checkbox"/>	Submit Shop Drawings
Gate Valve Adapter	Adaptor Inc.		<input type="checkbox"/>	
4", 6", 8", 12"	_____	_____	<input type="checkbox"/>	Submit Shop Drawings
Self Leveling Valve Box Riser	ej	8555	<input type="checkbox"/>	
	_____	_____	<input type="checkbox"/>	Submit Shop Drawings

**CITY OF MARQUETTE  
PRE-APPROVED MATERIALS LIST  
WATER SERVICES**

[illegible]

**CITY OF MARQUETTE  
PRE-APPROVED MATERIALS LIST  
STORM SEWER ITEMS**

ITEM	MANUFACTURE (Add new Manufacture)	Series or Part No. (Add new Series/Part No.)	Item Used (Check Appropriate Box)	Comments
Catch Basin Top	Argonics Inc.	Part No. mm-cm-2201	<input type="checkbox"/>	
MDOT "L", "K" Cover	ej	Cat. No. K-7045 L-7055	<input type="checkbox"/>	
MDOT "B" Cover	ej	Cat. No. 1040, Type B	<input type="checkbox"/>	
MDOT "E" Cover	ej	Cat. No. 1040, Type 02	<input type="checkbox"/>	
MDOT "C" Cover	ej	Cat. No. 7065	<input type="checkbox"/>	
Reinforced Concrete Pipe	U.P. Pipe		<input type="checkbox"/>	
12", 15", 18", 24", etc.	Concrete Industries, Inc.		<input type="checkbox"/>	
	_____	_____	<input type="checkbox"/>	Submit Shop Drawings
Drainage Structures	U.P. Pipe		<input type="checkbox"/>	
2', 4', 5', 6', 8' Dia.	Concrete Industries, Inc.		<input type="checkbox"/>	Do not supply 2' Dia.
	_____	_____	<input type="checkbox"/>	Submit Shop Drawings
Precast Sump	U.P. Pipe		<input type="checkbox"/>	
2', 4' Dia.	Concrete Industries, Inc.		<input type="checkbox"/>	Do not supply 2' Dia.
	_____	_____	<input type="checkbox"/>	Submit Shop Drawings
Reinforced Pre-cast Conc.	U.P. Pipe		<input type="checkbox"/>	
End Sect. 12", 15", 18", 24" etc.	Concrete Industries, Inc.		<input type="checkbox"/>	
	_____	_____	<input type="checkbox"/>	Submit Shop Drawings
Silt Fence	Rhino Seed and Landscape		<input type="checkbox"/>	
	Price and Company		<input type="checkbox"/>	
	_____	_____	<input type="checkbox"/>	Submit Shop Drawings

**CITY OF MARQUETTE  
PRE-APPROVED MATERIALS LIST  
STORM SEWER ITEMS**

ITEM	MANUFACTURE (Add new Manufacture)	Series or Part No. (Add new Series/Part No.)	Item Used (Check Appropriate Box)	Comments
Catch Basin Sediment Bags	Emerald Seed & Supply		<input type="checkbox"/>	
	Volm Companies, Inc.		<input type="checkbox"/>	
			<input type="checkbox"/>	
			<input type="checkbox"/>	
			<input type="checkbox"/>	
			<input type="checkbox"/>	
Multi-Purpose Rubber	ej	INFRA-RISER	<input type="checkbox"/>	
Composite Adjustment Riser	Cretex	PRO-RING	<input type="checkbox"/>	
			<input type="checkbox"/>	
			<input type="checkbox"/>	Submit Shop Drawings
Self Leveling Assembly	ej	1040APT	<input type="checkbox"/>	
	_____	_____	<input type="checkbox"/>	Submit Shop Drawings
			<input type="checkbox"/>	
			<input type="checkbox"/>	Submit Shop Drawings
			<input type="checkbox"/>	
			<input type="checkbox"/>	
			<input type="checkbox"/>	Submit Shop Drawings

**CITY OF MARQUETTE  
PRE-APPROVED MATERIALS LIST  
CONCRETE ITEMS**

ITEM	MANUFACTURE (Add new Manufacture)	Series or Part No. (Add new Series/Part No.)	Item Used (Check Appropriate Box)	Comments
Bar Reinforcement	Nucor Steel , Inc.	Marion, OH Plant	<input type="checkbox"/>	
	American Steel & Wire	Joliet. IL Plant	<input type="checkbox"/>	
	Gerdau Ameristeel Corp.	Sayreville, NJ Plant	<input type="checkbox"/>	
	_____	_____	<input type="checkbox"/>	Submit Test Data
Epoxy Coating	ABC Coating Co.	Wyoming, MI Plant	<input type="checkbox"/>	
	Co-Steel Sayreville	Syreville, NJ Plant	<input type="checkbox"/>	
	Simcote	Marion, OH Plant	<input type="checkbox"/>	
	_____	_____	<input type="checkbox"/>	Submit Test Data
Fiber Joint Filler, Bituminized	W.R. Meadows, Inc.		<input type="checkbox"/>	
	_____	_____	<input type="checkbox"/>	Submit Test Data
Dectable Warning Surfaces	ADA Solutions	North Billerica, MA	<input type="checkbox"/>	
	Access Products, Inc.	Buffalo, NY	<input type="checkbox"/>	
	AlertTiles	Wilmington, NC	<input type="checkbox"/>	
	Engineered Plastics, Inc.	Williamsville, NY	<input type="checkbox"/>	
	_____	_____	<input type="checkbox"/>	Submit Test Data
Cure and Seal	Dayton Superior	Cure & Seal LV 25% J2OUV	<input type="checkbox"/>	
	The Euclid Chemical Co.	Luster Seal 300	<input type="checkbox"/>	
	W.R. Meadows	VOCOMP -30	<input type="checkbox"/>	
			<input type="checkbox"/>	Submit Test Data

**CITY OF MARQUETTE  
PRE-APPROVED MATERIALS LIST  
RESTORATION/LANDSCAPE ITEMS**

ITEM	MANUFACTURE (Add new Manufacture)	Series or Part No. (Add new Series/Part No.)	Item Used (Check Appropriate Box)	Comments
Sod, Class A	Lena Sod Farm		<input type="checkbox"/>	
			<input type="checkbox"/>	
			<input type="checkbox"/>	Submit Shop Drawings
Seed and Seeding Mixtures	Allied Seed, L.L.C.		<input type="checkbox"/>	
	C.S.I. / Geoturf Inc.		<input type="checkbox"/>	
	Hanes Geo Components		<input type="checkbox"/>	
	Rhino Seed Landscape & Supply		<input type="checkbox"/>	
			<input type="checkbox"/>	Submit Shop Drawings
Chemical Fertilizer			<input type="checkbox"/>	
			<input type="checkbox"/>	Submit Shop Drawings
Mulch Blankets	American Excelsior Co.		<input type="checkbox"/>	
	S.I. Geosolutions / Land		<input type="checkbox"/>	
	North American Green		<input type="checkbox"/>	
	Rhino Seed & Landscape Supply		<input type="checkbox"/>	
			<input type="checkbox"/>	Submit Shop Drawings
			<input type="checkbox"/>	
			<input type="checkbox"/>	Submit Shop Drawings
			<input type="checkbox"/>	
			<input type="checkbox"/>	Submit Shop Drawings

# **APPENDIX II**

## **PREVAILING WAGES**

- 1. CITY OF MARQUETTE PREVAILING WAGE RESOLUTION**
- 2. DAVIS BACON WAGE RATES – GENERAL DECISION MI20220001**

The City Commission adopted the following policy:

WHEREAS, it is the desire of the Marquette City Commissioners that "prevailing wages" as provided by federal standards (Davis Bacon), be paid to mechanics and laborers working on major construction contracts for the City;

WHEREAS, any contract, as to which the cost of a contract for construction is anticipated to be more than \$65,000 is deemed a major construction contract:

NOW, THEREFORE, BE IT RESOLVED, that the following be hereby adopted and published as the Marquette City Prevailing Wage Resolution for the City of Marquette:

#### CITY OF MARQUETTE PREVAILING WAGE RESOLUTION

##### Construction Contracts Rules & Regulations

Section 1. These rules and regulations, unless otherwise specifically provided by the, City Commissioners with regard to a designated project, shall not apply to projects constructed by City employees or to a construction contract, the costs of which are not in excess of \$65,000.

Section 2. (a) The advertised specifications for every contract in excess of \$65,000 to which the City of Marquette is a party, for construction, alteration, and/or repair, including painting and decorating of public buildings or public works in or for the City of Marquette and, which requires or involves the employment of mechanics and/or laborers, shall contain provision stating the minimum wages to be paid the various classes of laborers and mechanics which shall be based upon the wages determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in or in the vicinity of the City of Marquette.

(b) Every contract based upon specifications referred to in (a) above shall contain a stipulation that:

1. Contractor or his subcontractor shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once every two weeks, and without subsequent deduction or rebate on any account, the full mount accrued at the time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers and mechanics;

2. The scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and

3. There may be withheld from the contractor so much of accrued payments as may be considered necessary by the City Administrator to pay to laborers and mechanics employed by the contractor or any subcontractor on the work for the difference between the rates of wages required by the contract and the rates of wages received by such laborers and mechanics except those amounts properly deducted or refunded pursuant to the terms of P .A. 166 of 1965 (MCL 408.551 to 408.558) and interpretations thereof.

(c) The overtime pay to which a laborer or mechanic working on the contract is entitled shall be that overtime pay to which he is entitled by any agreement he may have made with the contractor or subcontractor or by any applicable provision of law, but in no event shall such amount be less than the prevailing wage in City of Marquette for such overtime.

Section 3. Provisions of Section 2 shall be applicable for contracts entered into on or after February 28, 2011.



Line Construction		
Groundman/Driver.....	\$ 29.11	7.20+32%
Journeyman Signal Tech, Communications Tech, Tower Tech & Fiber Optic Splicers.	\$ 42.55	7.20+32%
Journeyman Specialist.....	\$ 48.93	7.20+32%
Operator A.....	\$ 35.96	7.20+32%
Operator B.....	\$ 33.57	7.20+32%

#### Classifications

Journeyman Specialist: Refers to a crew of only one person working alone.

Operator A: Shall be proficient in operating all power equipment including: Backhoe, Excavator, Directional Bore and Boom/Digger truck.

Operator B: Shall be proficient in operating any 2 of the above mentioned pieces of equipment listed under Operator A.

-----  
ENGI0324-003 06/01/2021

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
GROUP 1.....	\$ 48.02	24.85
GROUP 2.....	\$ 49.02	24.85
GROUP 3.....	\$ 46.52	24.85
GROUP 4.....	\$ 47.52	24.85
GROUP 5.....	\$ 45.02	24.85
GROUP 6.....	\$ 46.02	24.85
GROUP 7.....	\$ 44.75	24.85
GROUP 8.....	\$ 45.75	24.85
GROUP 9.....	\$ 44.30	24.85
GROUP 10.....	\$ 45.30	24.85
GROUP 11.....	\$ 43.57	24.85
GROUP 12.....	\$ 44.57	24.85
GROUP 13.....	\$ 43.21	24.85
GROUP 14.....	\$ 44.21	24.85
GROUP 15.....	\$ 42.57	24.85
GROUP 16.....	\$ 39.37	24.85
GROUP 17.....	\$ 24.89	12.00
GROUP 18.....	\$ 28.38	12.00

#### FOOTNOTE:

Paid Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Engineer when operating combination of boom and jib 400' or longer

GROUP 2: Engineer when operating combination of boom and jib 400' or longer on a crane that requires an oiler

GROUP 3: Engineer when operating combination of boom and jib  
300' or longer  
GROUP 4: Engineer when operating combination of boom and jib  
300' or longer on a crane that requires an oiler  
GROUP 5: Engineer when operating combination of boom and jib  
220' or longer  
GROUP 6: Engineer when operating combination of boom and jib  
220' or longer on a crane that requires an oiler  
GROUP 7: Engineer when operating combination of boom and jib  
140' or longer  
GROUP 8: Engineer when operating combination of boom and jib  
140' or longer on a crane that requires an oiler  
GROUP 9: Tower crane & derrick operator (where operator's  
work station is 50 ft. or more above first sub-level)  
GROUP 10: Tower crane & derrick operator (where operator's  
work station is 50 ft. or more above first sub-level) on a  
crane that requires an oiler  
GROUP 11: Engineer when operating combination of boom and jib  
120' or longer  
GROUP 12: Engineer when operating combination of boom and jib  
120' or longer on a crane that requires an oiler  
GROUP 13: Crane operator; job mechanic and 3 drum hoist and  
excavator  
GROUP 14: Crane operator on a crane that requires an oiler  
GROUP 15: Hoisting operator; 2 drum hoist and rubber tired  
backhoe  
GROUP 16: Forklift and 1 drum hoist  
GROUP 17: Compressor or welder operator  
GROUP 18: Oiler

-----  
ENGI0324-004 06/01/2021

AREA 1: ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, EATON,  
HILLSDALE, IONIA, KALAMAZOO, KENT, LAKE, MANISTEE, MASON,  
MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA,  
ST. JOSEPH, VAN BUREN  
AREA 2: ANTRIM, BENZIE, CHARLEVOIX, EMMET, GRAND TRAVERSE,  
KALKASKA, LEELANAU, MISSAUKEE AND WEXFORD COUNTIES:

Rates

Fringes

OPERATOR: Power Equipment  
(Steel Erection)

AREA 1

GROUP 1.....	\$ 48.02	24.85
GROUP 2.....	\$ 44.75	24.85
GROUP 3.....	\$ 43.21	24.85
GROUP 4.....	\$ 39.37	24.85
GROUP 5.....	\$ 24.89	12.00
GROUP 6.....	\$ 28.38	12.00

AREA 2

GROUP 1.....	\$ 48.02	24.85
GROUP 2.....	\$ 44.75	24.85
GROUP 3.....	\$ 43.21	24.85
GROUP 4.....	\$ 39.37	24.85
GROUP 5.....	\$ 24.89	12.00
GROUP 6.....	\$ 28.38	12.00

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 additional to the group 1 rate. Crane operator with main boom and jib 400' or longer: \$3.00 additional to the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Crane Operator with main boom & jib 400', 300', or 220' or longer.

GROUP 2: Crane Operator with main boom & jib 140' or longer, Tower Crane; Gantry Crane; Whirley Derrick.

GROUP 3: Regular Equipment Operator, Crane, Dozer, Loader, Hoist, Straddle Wagon, Mechanic, Grader and Hydro Excavator.

GROUP 4: Air Tugger (single drum), Material Hoist Pump 6" or over, Elevators, Brokk Concrete Breaker.

GROUP 5: Air Compressor, Welder, Generators, Conveyors

GROUP 6: Oiler and fire tender

-----  
ENG10324-005 09/01/2021

AREA 1: GENESEE, LAPEER, LIVINGSTON, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALCONA, ALLEGAN, ALGER, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KWEENAW, LAKE, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

Rates

Fringes

OPERATOR: Power Equipment  
(Underground construction  
(including sewer))

AREA 1:

GROUP 1.....	\$ 37.63	24.85
GROUP 2.....	\$ 32.90	24.85
GROUP 3.....	\$ 32.17	24.85
GROUP 4.....	\$ 31.60	24.85
GROUP 5.....	\$ 23.15	12.05

AREA 2:

GROUP 1.....	\$ 35.92	24.85
GROUP 2.....	\$ 31.03	24.85
GROUP 3.....	\$ 30.53	24.85
GROUP 4.....	\$ 30.25	24.85
GROUP 5.....	\$ 23.15	12.05

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type)

or pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power shovel; Roller (asphalt); Scraper (self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope paver; Trencher (over 8 ft. digging capacity); Well drilling rig; Concrete pump with boom operator; Hydro Excavator

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more - 6-in. discharge or larger - gas or diesel- powered or powered by generator of 300 amperes or more - inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller); Vac Truck and End dump operator;

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non- powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum-1/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more-4-in. up to 6-in. discharge-gas or diesel powered - excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more-300 amp. or larger - gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Hydraulic pipe pushing machine; Mulching equipment; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, gas or diesel powered - excluding submersible pumps); Roller (other than asphalt); Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over); Sweeper (Wayne type); Water wagon and Extend-a boom forklift

Group 5: Fire Person, Oiler

-----  
\* ENGI0324-006 06/01/2021

GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW, WAYNE, ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

Rates

Fringes

Power equipment operators:  
(AIRPORT, BRIDGE & HIGHWAY  
CONSTRUCTION)

GROUP 1.....	\$ 36.86	24.85
GROUP 2.....	\$ 30.13	24.85
GROUP 3.....	\$ 29.52	24.85
GROUP 4.....	\$ 29.40	24.85

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt plant operator; Crane operator (does not include work on bridge construction projects when the crane operator is erecting structural components); Dragline operator; Shovel operator; Locomotive operator; Paver operator (5 bags or more); Elevating grader operator; Pile driving operator; Roller operator (asphalt); Blade grader operator; Trenching machine operator (ladder or wheel type); Auto-grader; Slip form paver; Self-propelled or tractor-drawn scraper; Conveyor loader operator (Euclid type); Endloader operator (1 yd. capacity and over); Bulldozer; Hoisting engineer; Tractor operator; Finishing machine operator (asphalt); Mechanic; Pump operator (6-in. discharge or over, gas, diesel powered or generator of 300 amp. or larger); Shouldering or gravel distributing machine operator (self-propelled); Backhoe (with over 3/8 yd. bucket); Side boom tractor (type D-4 or equivalent or larger); Tube finisher (slip form paving); Gradall (and similar type machine); Asphalt paver (self-propelled); Asphalt planer (self-propelled); Batch plant (concrete-central mix); Slurry machine (asphalt); Concrete pump (3 in. and over); Roto-mill; Swinging boom truck (over 12 ton capacity); Hydro demolisher (water blaster); Farm-type tractor with attached pan; Vacuum truck operator; Batch Plant (concrete dry batch); Concrete Saw Operator (40h.p. or over; Tractor Operator (farm type); Finishing Machine Operator (concrete); Grader Operator (self-propelled fine grade or form (concrete)).

GROUP 2: Screening plant operator; Washing plant operator; Crusher operator; Backhoe (with 3/8 yd. bucket or less); Side boom tractor (smaller than D-4 type or equivalent); Sweeper (Wayne type and similar equipment); Greese Truck; Air Compressor Operator (600 cu.ft. per min or more); Air Compressor Operator (two or more, less than 600 cfm);

GROUP 3: Boiler fire tender; Tractor operator (farm type with attachment); Concrete Breaker; Wagon Drill Operator;

GROUP 4: Oiler; Fire tender; Trencher (service); Flexplane operator; Cleftplane operator; Boom or winch hoist truck operator; Endloader operator \*under 1 yd. capacity); Roller Operator (other than asphalt); Curing equipment operator (self-propelled); Power bin operator; Plant drier (6 ft. wide or over); Guard post driver operator (power driven); All mulching equipment; Stump remover; Concrete pump (under 3-in.); Mesh installer (self-propelled); End dump; Skid Steer.

-----  
ENGI0324-007 05/01/2021

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
Compressor, welder and forklift.....	\$ 35.90	24.60
Crane operator, main boom & jib 120' or longer.....	\$ 42.37	24.60
Crane operator, main boom & jib 140' or longer.....	\$ 42.67	24.60
Crane operator, main boom & jib 220' or longer.....	\$ 43.26	24.60
Mechanic with truck and tools.....	\$ 41.50	24.60
Oiler and fireman.....	\$ 34.36	24.60
Regular operator.....	\$ 39.72	24.60

-----  
 ENGI0324-008 10/01/2020

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY,  
 BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,  
 CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
 DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND  
 TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,  
 IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,  
 KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE,  
 MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA,  
 MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE,  
 MUSKOGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA,  
 OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST.  
 CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA,  
 VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment (Sewer Relining)		
GROUP 1.....	\$ 34.62	13.92
GROUP 2.....	\$ 32.83	13.92

SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system,  
 including remote in-ground cutter and other equipment used  
 in connection with the CCTV system  
 GROUP 2: Operation of hot water heaters and circulation  
 systems, water jetters and vacuum and mechanical debris  
 removal systems

-----  
 ENGI0325-012 05/01/2021

	Rates	Fringes
Power equipment operators - gas distribution and duct installation work:		
GROUP 1.....	\$ 33.48	24.85
GROUP 2.....	\$ 31.45	24.85
GROUP 3.....	\$ 30.35	24.85
SCOPE OF WORK: The construction, installation, treating and reconditioning of pipelines transporting gas vapors within cities, towns, subdivisions, suburban areas, or within		

private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as "distribution work," starting from the first metering station, connection, similar or related facility, of the main or cross country pipeline and including duct installation.

Group 1: Backhoe, crane, grader, mechanic, dozer (D-6 equivalent or larger), side boom (D-4 equivalent or larger), trencher(except service), endloader (2 yd. capacity or greater).

GROUP 2: Dozer (less than D-6 equivalent), endloader (under 2 yd. capacity), side boom (under D-4 capacity), backfiller, pumps (1 or 2 of 6-inch discharge or greater), boom truck (with powered boom), tractor (wheel type other than backhoe or front endloader). Tamper (self-propelled), boom truck (with non-powered boom), concrete saw (20 hp or larger), pumps (2 to 4 under 6-inch discharge), compressor (2 or more or when one is used continuously into the second day) and trencher(service).

GROUP 3: Oiler, hydraulic pipe pushing machine, grease person and hydrostatic testing operator.

-----  
IRON0008-007 06/01/2021

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector.....	\$ 23.70	6.95
IRONWORKER		
General contracts		
\$10,000,000 or greater.....	\$ 36.45	27.65
General contracts less than \$10,000,000.....	\$ 36.45	27.65
Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.		

-----  
\* IRON0025-002 06/01/2021

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LIVINGSTON, MACOMB, MIDLAND, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector		
Alcona, Alpena, Arenac, Cheboygan, Clare, Clinton, Crawford, Gladwin, Gratiot, Huron, Ingham, Iosco, Isabella, Jackson, Lapeer, Livingston (west of Burkhardt Road),		

Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, Sanilac, Shiawassee, Tuscola & Washtenaw (west of U.S. 23)...	\$ 24.26	22.11
Bay, Genesee, Lapeer, Livingston (east of Burkhardt Road), Macomb, Midland, Oakland, Saginaw, St. Clair, The University of Michigan, Washtenaw (east of U.S. 23) & Wayne...	\$ 25.48	23.11
IRONWORKER		
Ornamental and Structural...	\$ 36.77	29.03
Reinforcing.....	\$ 32.99	30.76

IRON0055-005 07/01/2021  
LENAAWEE AND MONROE COUNTIES:

	Rates	Fringes
IRONWORKER		
Pre-engineered metal buildings.....	\$ 23.59	19.35
All other work.....	\$ 31.25	26.90

IRON0292-003 06/01/2020  
BERRIEN AND CASS COUNTIES:

	Rates	Fringes
IRONWORKER (Including pre-engineered metal building erector).....	\$ 31.75	22.84

IRON0340-001 06/19/2017  
ALLEGAN, ANTRIM, BARRY, BENZIE, BRANCH, CALHOUN, CHARLEVOIX,  
EATON, EMMET, GRAND TRAVERSE, HILLSDALE, IONIA, KALAMAZOO,  
KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA,  
MISSAUKEE, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA,  
OTTAWA, ST. JOSEPH, VAN BUREN AND WEXFORD COUNTIES:

	Rates	Fringes
IRONWORKER (Including pre-engineered metal building erector).....	\$ 24.43	24.67

LABO0005-006 10/01/2020

	Rates	Fringes
Laborers - hazardous waste abatement: (ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, IOSCO, KALKASKA, LEELANAU, MISSAUKEE, MONTMORENCY, OSCODA, OTSEGO, PRESQUE ISLE AND WEXFORD COUNTIES - Zone 10)		

Levels A, B or C.....\$ 17.45	12.75
class b.....\$ 18.64	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 16.45	12.75
class a.....\$ 17.64	12.90
Zone 10	
Laborers - hazardous waste abatement: (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES - Zone 11)	
Levels A, B or C.....\$ 23.58	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 22.58	12.90
Laborers - hazardous waste abatement: (ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, IONIA COUNTY (except the city of Portland); KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH AND VAN BUREN COUNTIES - Zone 9)	
Levels A, B or C.....\$ 21.80	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 20.80	12.90
Laborers - hazardous waste abatement: (ARENAC, BAY, CLARE, GLADWIN, GRATIOT, HURON, ISABELLA, MIDLAND, OGEMAW, ROSCOMMON, SAGINAW AND TUSCOLA COUNTIES - Zone 8)	
Levels A, B or C.....\$ 21.39	12.90
Work performed in conjunction with site preparation not requiring the use of personal	

protective equipment;		
Also, Level D.....	\$ 20.80	12.90
Laborers - hazardous waste		
abatement: (CLINTON, EATON		
AND INGHAM COUNTIES; IONIA		
COUNTY (City of Portland);		
LIVINGSTON COUNTY (west of		
Oak Grove Rd., including the		
City of Howell) - Zone 6)		
Levels A, B or C.....	\$ 25.64	12.90
Work performed in		
conjunction with site		
preparation not requiring		
the use of personal		
protective equipment;		
Also, Level D.....	\$ 24.64	12.90
Laborers - hazardous waste		
abatement: (GENESEE, LAPEER		
AND SHIAWASSEE COUNTIES -		
Zone 7)		
Levels A, B or C.....	\$ 24.20	13.80
Work performed in		
conjunction with site		
preparation not requiring		
the use of personal		
protective equipment;		
Also, Level D.....	\$ 23.20	13.80
Laborers - hazardous waste		
abatement: (HILLSDALE,		
JACKSON AND LENAWEE COUNTIES		
- Zone 4)		
Levels A, B or C.....	\$ 25.17	12.90
Work performed in		
conjunction with site		
preparation not requiring		
the use of personal		
protective equipment;		
Also, Level D.....	\$ 24.17	12.90
Laborers - hazardous waste		
abatement: (LIVINGSTON COUNTY		
(east of Oak Grove Rd. and		
south of M-59, excluding the		
city of Howell); AND		
WASHTENAW COUNTY - Zone 3)		
Levels A, B or C.....	\$ 29.93	14.20
Work performed in		
conjunction with site		
preparation not requiring		
the use of personal		
protective equipment;		
Also, Level D.....	\$ 28.93	14.20
Laborers - hazardous waste		
abatement: (MACOMB AND WAYNE		
COUNTIES - Zone 1)		

Levels A, B or C.....\$ 29.93	16.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 28.93	16.90
Laborers - hazardous waste abatement: (MONROE COUNTY - Zone 4)	
Levels A, B or C.....\$ 31.75	14.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 31.75	14.90
Laborers - hazardous waste abatement: (OAKLAND COUNTY and the Northeast portion of LIVINGSTON COUNTY bordered by Oak Grove Road on the West and M-59 on the South - Zone 2)	
Level A, B, C.....\$ 29.93	16.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 28.93	16.90
Laborers - hazardous waste abatement: (SANILAC AND ST. CLAIR COUNTIES - Zone 5)	
Levels A, B or C.....\$ 25.75	16.35
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 24.75	16.35

-----  
LABO0259-001 09/01/2021

AREA 1: MACOMB, OAKLAND AND WAYNE COUNTIES

AREA 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA,  
BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,  
CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND  
TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,  
IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,  
KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE,  
MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE,  
MIDLAND, MISSAUKEE, MONROE, MONTCALM, MONTMORENCY, MUSKEGON,  
NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO,

OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST.  
JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN,  
WASHTENAW AND WEXFORD COUNTIES

	Rates	Fringes
Laborers - tunnel, shaft and caisson:		

AREA 1

GROUP 1.....	\$ 23.62	16.95
GROUP 2.....	\$ 23.73	19.95
GROUP 3.....	\$ 23.79	16.95
GROUP 4.....	\$ 23.97	16.95
GROUP 5.....	\$ 24.22	16.95
GROUP 6.....	\$ 24.55	16.95
GROUP 7.....	\$ 17.83	16.95

AREA 2

GROUP 1.....	\$ 25.15	12.95
GROUP 2.....	\$ 25.24	12.95
GROUP 3.....	\$ 25.34	12.95
GROUP 4.....	\$ 25.50	12.95
GROUP 5.....	\$ 25.76	12.95
GROUP 6.....	\$ 26.07	12.95
GROUP 7.....	\$ 18.34	12.95

SCOPE OF WORK: Tunnel, shaft and caisson work of every type and description and all operations incidental thereto, including, but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion, sewerage, caverns, shelters, aquifers, reservoirs, missile silos and steel sheeting for underground construction.

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog house tender, testing (on gas) and watchman

GROUP 2: Manhole, headwall, catch basin builder, bricklayer tender, mortar machine and material mixer

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump, outside lock tender, scaffold, top signal person, switch person, track, tugger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

-----  
LABO0334-001 09/01/2021

	Rates	Fringes
Laborers - open cut:		
ZONE 1 - MACOMB, OAKLAND AND WAYNE COUNTIES:		
GROUP 1.....	\$ 23.47	16.95
GROUP 2.....	\$ 23.58	16.95
GROUP 3.....	\$ 23.63	16.95
GROUP 4.....	\$ 23.71	16.95
GROUP 5.....	\$ 23.77	16.95
GROUP 6.....	\$ 21.22	16.95
GROUP 7.....	\$ 17.84	16.95
ZONE 2 - LIVINGSTON COUNTY (east of M-151 (Oak Grove Rd.)); MONROE AND WASHTENAW COUNTIES:		
GROUP 1.....	\$ 24.80	12.95
GROUP 2.....	\$ 24.91	12.95
GROUP 3.....	\$ 25.03	12.95
GROUP 4.....	\$ 25.10	12.95
GROUP 5.....	\$ 25.25	12.95
GROUP 6.....	\$ 22.55	12.95
GROUP 7.....	\$ 19.19	12.95
ZONE 3 - CLINTON, EATON, GENESEE, HILLSDALE AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); JACKSON, LAPEER AND LENAWEE COUNTIES; LIVINGSTON COUNTY (west of M-151 Oak Grove Rd.); SANILAC, ST. CLAIR AND SHIAWASSEE COUNTIES:		
GROUP 1.....	\$ 22.99	12.95
GROUP 2.....	\$ 23.13	12.95
GROUP 3.....	\$ 23.25	12.95
GROUP 4.....	\$ 23.30	12.95
GROUP 5.....	\$ 23.44	12.95
GROUP 6.....	\$ 20.74	12.95
GROUP 7.....	\$ 17.89	12.95
ZONE 4 - ALCONA, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT AND HURON COUNTIES; IONIA COUNTY (EXCEPT THE CITY OF PORTLAND); IOSCO, ISABELLA, KALAMAZOO,		

KALKASKA, KENT,  
 LAKE, LEELANAU, MANISTEE,  
 MASON, MECOSTA, MIDLAND,  
 MISSAUKEE, MONTCALM,  
 MONTMORENCY, MUSKEGON,  
 NEWAYGO, OCEANA, OGEMAW,  
 OSCEOLA, OSCODA, OTSEGO,  
 OTTAWA, PRESQUE ISLE,  
 ROSCOMMON, SAGINAW, ST.  
 JOSEPH, TUSCOLA, VAN BUREN  
 AND WEXFORD COUNTIES:

GROUP 1.....	\$ 22.02	12.95
GROUP 2.....	\$ 22.15	12.95
GROUP 3.....	\$ 22.26	12.95
GROUP 4.....	\$ 22.33	12.95
GROUP 5.....	\$ 22.45	12.95
GROUP 6.....	\$ 19.67	12.95
GROUP 7.....	\$ 18.01	12.95

ZONE 5 - ALGER, BARAGA,  
 CHIPPEWA, DELTA,  
 DICKINSON, GOGEBIC,  
 HOUGHTON, IRON,  
 KEWEENAW, LUCE, MACKINAC,  
 MARQUETTE, MENOMINEE,  
 ONTONAGON AND SCHOOLCRAFT  
 COUNTIES:

GROUP 1.....	\$ 22.24	12.95
GROUP 2.....	\$ 22.38	12.95
GROUP 3.....	\$ 22.51	12.95
GROUP 4.....	\$ 22.56	12.95
GROUP 5.....	\$ 22.61	12.95
GROUP 6.....	\$ 19.99	12.95
GROUP 7.....	\$ 18.10	12.95

#### SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation. For all areas except the Upper Peninsula, open cut construction work shall also be construed to mean waterfront work, piers, docks, seawalls, breakwalls, marinas and all incidental work. Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut

construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

OPEN CUT LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, headwall, seawall, breakwall and dock builder

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodder, reinforced steel or mesh person (e.g., wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person

GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting man, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation and repair of water service pipe and appurtenances

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

-----  
LABO0465-001 06/01/2021

LABORER: Highway, Bridge and Airport Construction

AREA 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALLEGAN, BARRY, BAY, BERRIEN, BRANCH, CALHOUN, CASS, CLINTON, EATON, GRATIOT, HILLSDALE, HURON, INGHAM, JACKSON, KALAMAZOO, LAPEER, LENAWEE, LIVINGSTON, MIDLAND, MUSKEGON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA AND VAN BUREN COUNTIES

AREA 3: ALCONA, ALPENA, ANTRIM, ARENAC, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, IONIA, IOSCO, ISABELLA, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MONTMORENCY, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON AND WEXFORD COUNTIES

AREA 4: ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES

	Rates	Fringes
LABORER (AREA 1)		
GROUP 1.....	\$ 30.52	13.45
GROUP 2.....	\$ 30.65	13.45
GROUP 3.....	\$ 30.83	13.45
GROUP 4.....	\$ 30.91	13.45
GROUP 5.....	\$ 31.12	13.45
GROUP 6.....	\$ 31.42	13.45

LABORER (AREA 2)

GROUP 1.....	\$ 26.92	12.90
GROUP 2.....	\$ 27.12	12.90
GROUP 3.....	\$ 27.36	12.90
GROUP 4.....	\$ 27.71	12.90
GROUP 5.....	\$ 27.58	12.90
GROUP 6.....	\$ 27.92	12.90

LABORER (AREA 3)

GROUP 1.....	\$ 26.22	12.90
GROUP 2.....	\$ 26.43	12.90
GROUP 3.....	\$ 26.72	12.90
GROUP 4.....	\$ 27.16	12.90
GROUP 5.....	\$ 26.78	12.90
GROUP 6.....	\$ 27.21	12.90

LABORER (AREA 4)

GROUP 1.....	\$ 26.22	12.90
GROUP 2.....	\$ 26.43	12.90
GROUP 3.....	\$ 26.72	12.90
GROUP 4.....	\$ 27.16	12.90
GROUP 5.....	\$ 26.78	12.90
GROUP 6.....	\$ 27.21	12.90

LABORER CLASSIFICATIONS

GROUP 1: Asphalt shoveler or loader; asphalt plant misc.; burlap person; yard person; dumper (wagon, truck, etc.); joint filling laborer; miscellaneous laborer; unskilled laborer; sprinkler laborer; form setting laborer; form stripper; pavement reinforcing; handling and placing (e.g., wire mesh, steel mats, dowel bars); mason's tender or bricklayer's tender on manholes; manhole builder; headwalls, etc.; waterproofing, (other than buildings) seal coating and slurry mix, shoring, underpinning; pressure grouting; bridge pin and hanger removal; material recycling laborer; horizontal paver laborer (brick, concrete, clay, stone and asphalt); ground stabilization and modification laborer; grouting; waterblasting; top person; railroad track and trestle laborer; carpenters' tender; guard rail builders' tender; earth retention barrier and wall and M.S.E. wall installer's tender; highway and median installer's tender (including sound, retaining, and crash barriers); fence erector's tender; asphalt raker tender; sign installer; remote control operated equipment.

GROUP 2: Mixer operator (less than 5 sacks); air or electric tool operator (jackhammer, etc.); spreader; boxperson (asphalt, stone, gravel); concrete paddler; power chain saw operator; paving batch truck dumper; tunnel mucker (highway work only); concrete saw (under 40 h.p.) and dry pack machine; roto-mill grounds person.

GROUP 3: Tunnel miner (highway work only); finishers tenders; guard rail builders; highway and median barrier installer; earth retention barrier and wall and M.S.E. wall installer's (including sound, retaining and crash barriers); fence erector; bottom person; powder person; wagon drill and air track operator; diamond and core drills; grade checker; certified welders; curb and side

rail setter's tender.  
 GROUP 4: Asphalt raker  
 GROUP 5: Pipe layers, oxy-gun  
 GROUP 6: Line-form setter for curb or pavement; asphalt  
 screed checker/screw man on asphalt paving machines.

-----  
 LABO1076-005 04/01/2021  
 MICHIGAN STATEWIDE

	Rates	Fringes
LABORER (DISTRIBUTION WORK)		
Zone 1.....	\$ 23.92	12.95
Zone 2.....	\$ 22.22	12.95
Zone 3.....	\$ 20.35	12.95
Zone 4.....	\$ 19.77	12.95
Zone 5.....	\$ 19.75	12.95

DISTRIBUTION WORK - The construction, installation, treating  
 and reconditioning of distribution pipelines transporting  
 coal, oil, gas or other similar materials, vapors or  
 liquids, including pipelines within private property  
 boundaries, up to and including the meter settings on  
 residential, commercial, industrial, institutional, private  
 and public structures. All work covering pumping stations  
 and tank farms not covered by the Building Trades  
 Agreement. Other distribution lines with the exception of  
 sewer, water and cable television are included.  
 Underground Duct Layer Pay: \$.40 per hour above the base pay  
 rate.  
 Zone 1 - Macomb, Oakland and Wayne  
 Zone 2 - Monroe and Washtenaw  
 Zone 3 - Bay, Genesee, Lapeer, Midland, Saginaw, Sanilac,  
 Shiawassee and St. Clair  
 Zone 4 - Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic,  
 Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette,  
 Menominee, Ontonagon and Schoolcraft  
 Zone 5 - Remaining Counties in Michigan

-----  
 PAIN0022-002 07/01/2008  
 HILLSDALE, JACKSON AND LENAWEE COUNTIES; LIVINGSTON COUNTY  
 (east of the eastern city limits of Howell, not including the  
 city of Howell, north to the Genesee County line and south to  
 the Washtenaw County line); MACOMB, MONROE, OAKLAND, WASHTENAW  
 AND WAYNE COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 25.06	14.75

FOOTNOTES: For all spray work and journeyman rigging for  
 spray work, also blowing off, \$0.80 per hour additional  
 (applies only to workers doing rigging for spray work on  
 off the floor work. Does not include setting up or moving  
 rigging on floor surfaces, nor does it apply to workers  
 engaged in covering up or tending spray equipment. For all  
 sandblasting and spray work performed on highway bridges,  
 overpasses, tanks or steel, \$0.80 per hour additional. For  
 all brushing, cleaning and other preparatory work (other  
 than spraying or steeplejack work) at scaffold heights of

fifty (50) feet from the ground or higher, \$0.50 per hour additional. For all preparatorial work and painting performed on open steel under forty (40) feet when no scaffolding is involved, \$0.50 per hour additional. For all swing stage work-window jacks and window belts-exterior and interior, \$0.50 per hour additional. For all spray work and sandblaster work to a scaffold height of forty (40) feet above the floor level, \$0.80 per hour additional. For all preparatorial work and painting on all highway bridges or overpasses up to forty (40) feet in height, \$0.50 per hour additional. For all steeplejack work performed where the elevation is forty (40) feet or more, \$1.25 per hour additional.

-----  
PAIN0312-001 06/01/2018

EXCLUDES: ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); INCLUDES: Barry, Berrien, Branch, Calhoun, Cass, Hillsdale, Kalamazoo, St. Joseph, Van Buren

	Rates	Fringes
PAINTER		
Brush and roller.....	\$ 23.74	13.35
Spray, Sandblast, Sign		
Painting.....	\$ 24.94	13.35

-----  
PAIN0845-003 05/10/2018

CLINTON COUNTY; EATON COUNTY (does not include the townships of Bellevue and Olivet); INGHAM COUNTY; IONIA COUNTY (east of Hwy. M 66); LIVINGSTON COUNTY (west of the eastern city limits of Howell, including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); AND SHIAWASSEE COUNTY (Townships of Bennington, Laingsbury and Perry):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

-----  
PAIN0845-015 05/10/2018

MUSKEGON COUNTY; NEWAYGO COUNTY (except the Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OCEANA COUNTY; OTTAWA COUNTY (except the townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

-----  
PAIN0845-018 05/10/2018

ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); IONIA COUNTY (west of Hwy. M-66); KENT, MECOSTA AND MONTCALM COUNTIES; NEWAYGO COUNTY (Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OSCEOLA COUNTY (south

of Hwy. #10); OTTAWA COUNTY (Townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

FOOTNOTES: Lead abatement work: \$1.00 per hour additional.

-----  
PAIN1011-003 06/02/2021

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 26.71	14.38

FOOTNOTES: High pay (bridges, overpasses, watertower): 30 to 80 ft.: \$.65 per hour additional. 80 ft. and over: \$1.30 per hour additional.

-----  
PAIN1474-002 06/01/2010

HURON COUNTY; LAPEER COUNTY (east of Hwy. M-53); ST. CLAIR, SANILAC AND TUSCOLA COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 23.79	12.02

FOOTNOTES: Lead abatement work: \$1.00 per hour additional. Work with any hazardous material: \$1.00 per hour additional. Sandblasting, steam cleaning and acid cleaning: \$1.00 per hour additional. Ladder work at or above 40 ft., scaffold work at or above 40 ft., swing stage, boatswain chair, window jacks and all work performed over a falling height of 40 ft.: \$1.00 per hour additional. Spray gun work, pick pullers and those handling needles, blowing off by air pressure, and any person rigging (setting up and moving off the ground): \$1.00 per hour additional. Steeplejack, tanks, gas holders, stacks, flag poles, radio towers and beacons, power line towers, bridges, etc.: \$1.00 per hour additional, paid from the ground up.

-----  
PAIN1803-003 06/01/2019

ALCONA, ALPENA, ANTRIM, ARENAC, BAY, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT, IOSCO, ISABELLA, KALKASKA, LAKE, LEELANAU, MANISTEE, MASON, MIDLAND, MISSAUKEE, MONTMORENCY AND OGEMAW COUNTIES; OSCEOLA COUNTY (north of Hwy. #10); OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW AND WEXFORD COUNTIES:

	Rates	Fringes
PAINTER		

Work performed on water, bridges over water or moving traffic, radio and powerline towers, elevated tanks, steeples, smoke stacks over 40 ft. of falling heights, recovery of lead-based paints and any work associated with

industrial plants, except  
maintenance of industrial

plants.....	\$ 25.39	14.68
All other work, including maintenance of industrial plant.....	\$ 25.39	14.68

FOOTNOTES: Spray painting, sandblasting, blowdown associated with spraying and blasting, water blasting and work involving a swing stage, boatswain chair or spider: \$1.00 per hour additional. All work performed inside tanks, vessels, tank trailers, railroad cars, sewers, smoke stacks, boilers or other spaces having limited egress not including buildings, opentop tanks, pits, etc.: \$1.25 per hour additional.

-----  
PLAS0514-001 06/01/2018

ZONE 1: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, SAGINAW, WASHTENAW AND WAYNE COUNTIES

ZONE 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 31.47	13.81
ZONE 2.....	\$ 29.97	13.81

-----  
PLUM0190-003 05/01/2015

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE, MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
Plumber/Pipefitter - gas distribution pipeline: Welding in conjunction		

with gas distribution		
pipeline work.....	\$ 33.03	20.19
All other work:.....	\$ 24.19	12.28

-----  
TEAM0007-004 06/01/2020

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES  
AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
AREA 1		
Euclids, double bottoms		
and lowboys.....	\$ 28.05	.50 + a+b
Trucks under 8 cu. yds.....	\$ 27.80	.50 + a+b
Trucks, 8 cu. yds. and		
over.....	\$ 27.90	.50 + a+b
AREA 2		
Euclids, double bottomms		
and lowboys.....	\$ 24.895	.50 + a+b
Euclids, double bottoms		
and lowboys.....	\$ 28.15	.50 + a+b
Trucks under 8 cu. yds.....	\$ 27.90	.50 + a+b
Trucks, 8 cu. yds. and		
over.....	\$ 28.00	.50 + a+b

Footnote:

a. \$47.70 per week

b. \$68.70 daily

-----  
TEAM0247-004 04/01/2013

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, SAGINAW, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES  
AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
Sign Installer		
AREA 1		
GROUP 1.....	\$ 21.78	11.83
GROUP 2.....	\$ 25.27	11.8375
AREA 2		
GROUP 1.....	\$ 22.03	11.83
GROUP 2.....	\$ 25.02	11.8375

FOOTNOTE:

a. \$132.70 per week, plus \$17.80 per day.

SIGN INSTALLER CLASSIFICATIONS:

GROUP 1: performs all necessary labor and uses all tools required to construct and set concrete forms required in the installation of highway and street signs

GROUP 2: performs all miscellaneous labor, uses all hand and power tools, and operates all other equipment, mobile or otherwise, required for the installation of highway and street signs

-----  
TEAM0247-010 04/01/2018

AREA 1: LAPEER AND SHIAWASSEE COUNTIES

AREA 2: GENESEE, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
TRUCK DRIVER (Underground construction)		
AREA 1		
GROUP 1.....	\$ 23.82	19.04
GROUP 2.....	\$ 23.91	19.04
GROUP 3.....	\$ 24.12	19.04
AREA 2		
GROUP 1.....	\$ 24.12	19.04
GROUP 2.....	\$ 24.26	19.04
GROUP 3.....	\$ 24.45	19.04

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

SCOPE OF WORK: Excavation, site preparation, land balancing, grading, sewers, utilities and improvements; also including but not limited to, tunnels, underground piping, retention, oxidation, flocculation facilities, conduits, general excavation and steel sheeting for underground construction. Underground construction work shall not include any structural modifications, alterations, additions and repairs to buildings or highway work, including roads, streets, bridge construction and parking lots or steel erection.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, Euclid, double bottom and fuel trucks)

GROUP 2: Truck driver on dump trucks of 8 cubic yards capacity or over, pole trailers, semis and fuel trucks

GROUP 3: Truck driver on low boy, Euclid and double bottom

-----		
SUMI2002-001 05/01/2002		
	Rates	Fringes
Flag Person.....	\$ 10.10	0.00
LINE PROTECTOR (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)....		
	\$ 20.30	12.90
LINE PROTECTOR (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE).....		
	\$ 18.02	12.90
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES)		
Group 1.....	\$ 27.07	12.90
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)		
Group 2.....	\$ 24.36	12.90
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES)		
Group 1.....	\$ 24.02	12.90
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)		
Group 2.....	\$ 21.62	12.90
WORK CLASSIFICATIONS:		
PAVEMENT MARKER GROUP 1: Drives or operates a truck mounted striper, grinder, blaster, groover, or thermoplastic melter for the placement or removal of temporary or permanent pavement markings or markers.		
PAVEMENT MARKER GROUP 2: Performs all functions involved for the placement or removal of temporary or permanent pavement markings or markers not covered by the classification of Pavement Marker Group 1 or Line Protector.		
LINE PROTECTOR: Performs all operations for the protection or removal of temporary or permanent pavement markings or markers in a moving convoy operation not performed by the classification of Pavement Marker Group 1. A moving convoy operation is comprised of only Pavement Markers Group 1 and Line Protectors.		
-----		

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

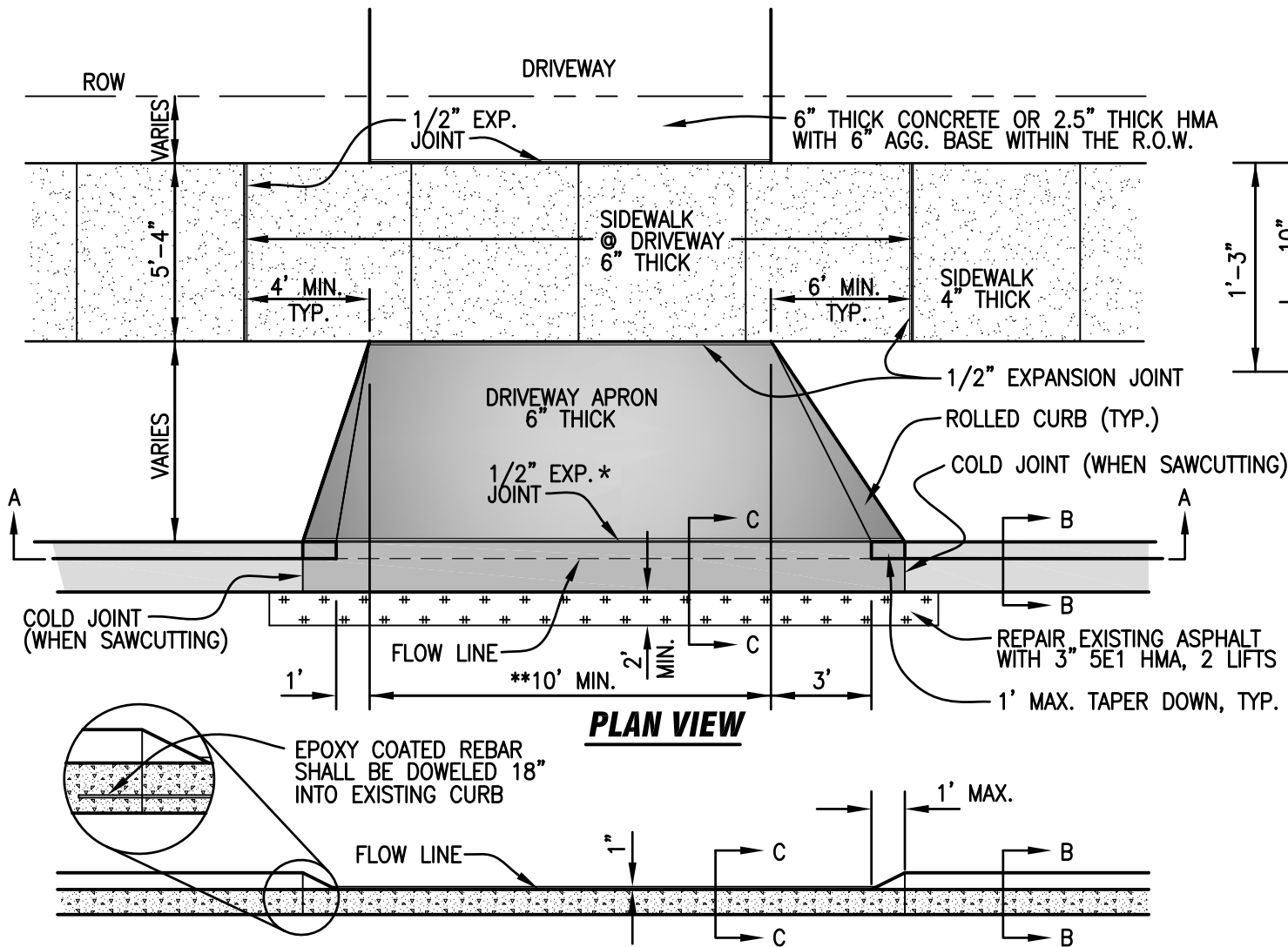
=====

END OF GENERAL DECISION"

**APPENDIX III**

**CONCRETE CURBING, SIDEWALK**

**AND DRIVEWAY DETAILS**

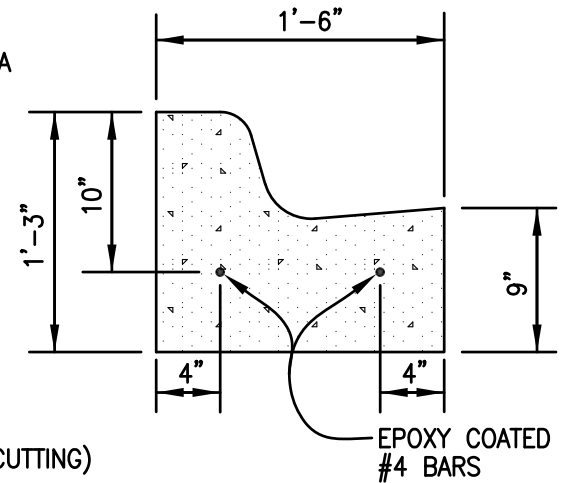


**PLAN VIEW**

**SECTION A-A**

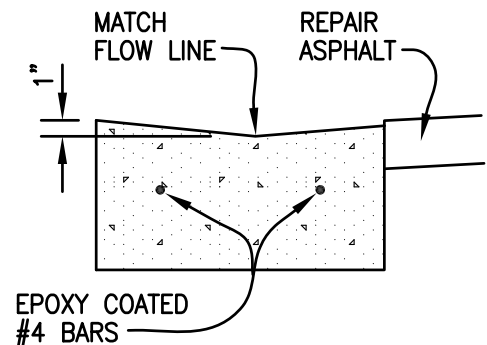
- 1 - REBAR SHALL BE SUPPORTED AGAINST SAGGING USING BAR CHAIRS.
- 2 - INSTALL EXPANSION JOINTS AT SPRING LINES OF RADII AND AT MAXIMUM 300' INTERVALS AND 10' ON EACH SIDE OF EACH CATCH BASIN.
- 3 - INSTALL CONTROL JOINT AT INTERVALS OF 20'.

- 4 - OVERLAP REBAR 12" MINIMUM.
- 5 - ALL JOINTS SHALL BE PLACED AT RIGHT ANGLES TO THE EDGE OF THE CURB AND GUTTER.
- 6 - SEE COLD JOINT DETAIL WHERE CURB CUTS ARE INSTALLED ADJACENT TO EXISTING CURB.
- 7 - THIS DETAIL WILL ALSO APPLY F2 CURB.



**TYPICAL C2 CURB**

**SECTION B-B**



**SECTION C-C**

- 8 - ALL CURBING SHALL BE 3500 PSI AND INCLUDE THE ADDITION OF FIBERGLASS FIBERS.
- \* NO EXPANSION JOINT NEEDED AT CURB IF SIDEWALK DIMENSION TO FACE OF CURB IS LESS THAN 4'
- \*\* DEFINES CURB CUT WIDTH



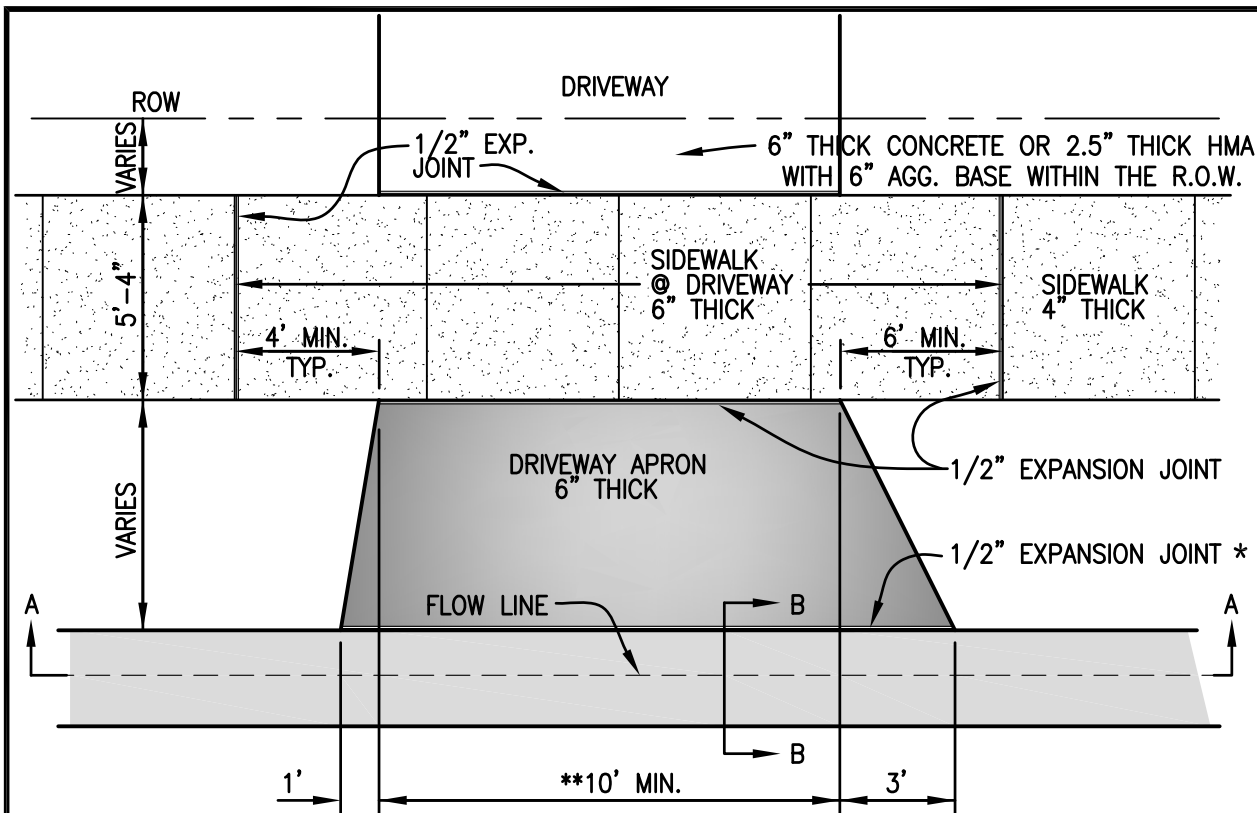
**CITY ENGINEER'S OFFICE**  
**MARQUETTE, MICHIGAN**  
 1100 WRIGHT STREET, MARQUETTE, MI 49855  
 PHONE (906)228-0440

Page 291 of 32

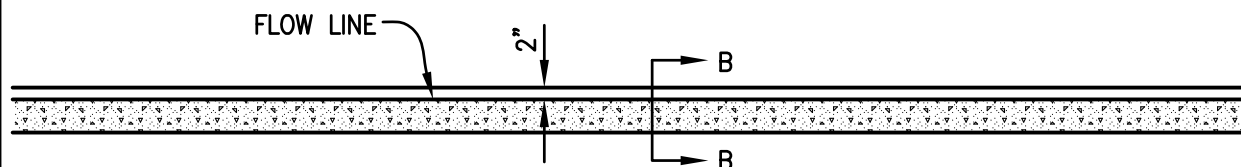
**STANDARD DETAILS**

**DRIVEWAY & APRON DETAIL WITH C2**  
**CURB AND GUTTER**

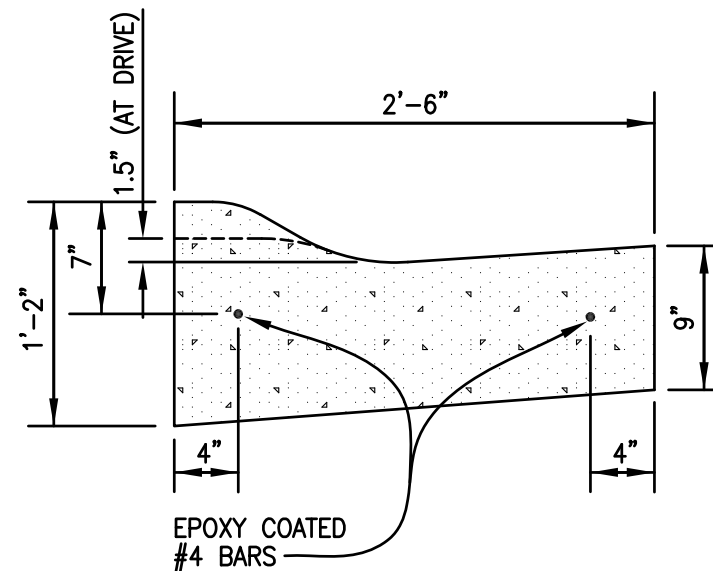
APPROVED BY: M. KILPELA, P.E.  
 DRAWN BY: D. SALMON  
 DATE: JULY 29, 2021  
 PROJECT FOLDER: J:\CADFILES\STD DTLS  
 FILE NAME: DRIVE DETAIL REV 2021.DWG



**PLAN VIEW**



**SECTION A-A**



**TYPICAL D2 CURB**

**SECTION B-B**

- 1 - REBAR SHALL BE SUPPORTED AGAINST SAGGING USING BAR CHAIRS.
- 2 - INSTALL EXPANSION JOINTS AT SPRING LINES OF RADII AND AT MAXIMUM 300' INTERVALS AND 10' ON EACH SIDE OF EACH CATCH BASIN.
- 3 - INSTALL CONTROL JOINT AT INTERVALS OF 20'.

- 4 - OVERLAP REBAR 12" MINIMUM.
- 5 - ALL JOINTS SHALL BE PLACED AT RIGHT ANGLES TO THE EDGE OF THE CURB AND GUTTER.
- 6 - CURB DOES NOT DROP FOR DRIVEWAY OPENINGS; ALSO KNOWN AS MOUNTABLE CURB.

- 7 - ALL CURBING SHALL BE 3500 PSI AND INCLUDE THE ADDITION OF FIBERGLASS FIBERS.
- \* NO EXPANSION JOINT NEEDED AT CURB IF SIDEWALK DIMENSION TO FACE OF CURB IS LESS THAN 4'
- \*\* DEFINES CURB CUT WIDTH



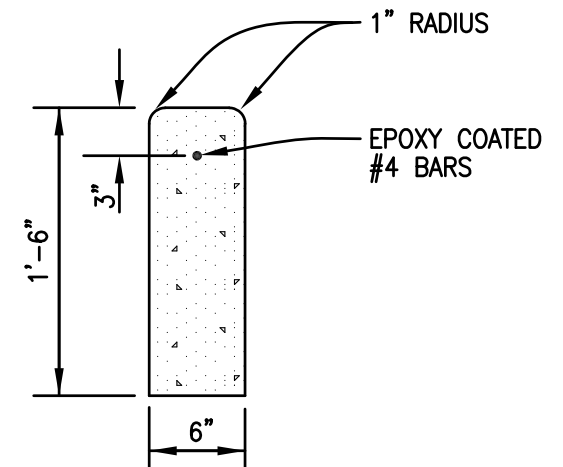
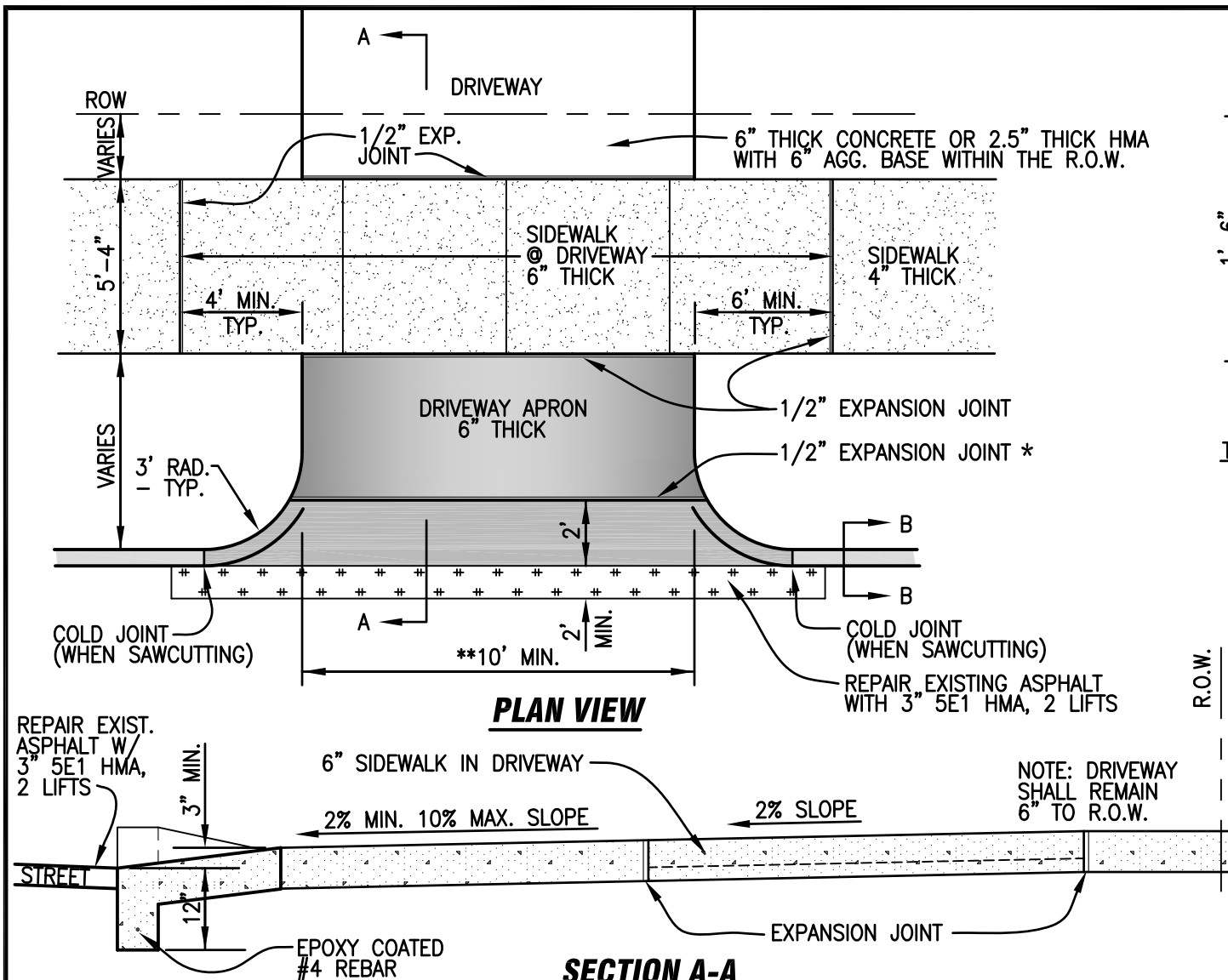
**CITY ENGINEER'S OFFICE  
MARQUETTE, MICHIGAN**  
1100 WRIGHT STREET, MARQUETTE, MI 49855  
PHONE (906)228-0440

Page 292 of 32

**STANDARD DETAILS**

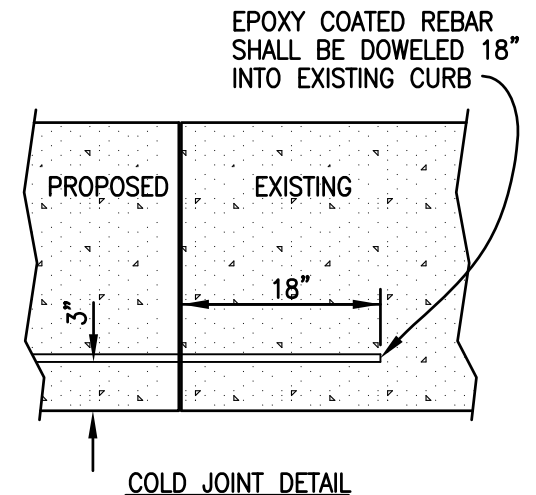
**DRIVEWAY & APRON DETAIL WITH D2  
CURB AND GUTTER**

**APPROVED BY: M. KILPELA, P.E.**  
**DRAWN BY: D. SALMON**  
**DATE: JULY 29, 2021**  
**PROJECT FOLDER: J:\CADFILES\STD DTLS**  
**FILE NAME: DRIVE DETAIL REV 2021.DWG**



TYPICAL CITY STRAIGHT CURB

### SECTION B-B



- 1 - REBAR SHALL BE SUPPORTED AGAINST SAGGING USING BAR CHAIRS.
- 2 - INSTALL EXPANSION JOINTS AT SPRING LINES OF RADI AND AT MAXIMUM 300' INTERVALS AND 10' ON EACH SIDE OF EACH CATCH BASIN.
- 3 - INSTALL CONTROL JOINT AT INTERVALS OF 20'.

- 4 - OVERLAP REBAR 12" MINIMUM.
- 5 - ALL JOINTS SHALL BE PLACED AT RIGHT ANGLES TO THE EDGE OF THE CURB AND GUTTER.
- 6 - SEE COLD JOINT DETAIL WHERE CURB CUTS ARE INSTALLED ADJACENT TO EXISTING CURB.

- 7 - ALL CURBING SHALL BE 3500 PSI AND INCLUDE THE ADDITION OF FIBERGLASS FIBERS.

\* NO EXPANSION JOINT NEEDED AT CURB IF SIDEWALK DIMENSION TO FACE OF CURB IS LESS THAN 4'

\*\* DEFINES WIDTH CURB CUT WIDTH



**CITY ENGINEER'S OFFICE**  
**MARQUETTE, MICHIGAN**  
 1100 WRIGHT STREET, MARQUETTE, MI 49855  
 PHONE (906)228-0440

Page 293 of 32

### STANDARD DETAILS

DRIVEWAY & APRON DETAIL WITH  
 CITY STRAIGHT CURB

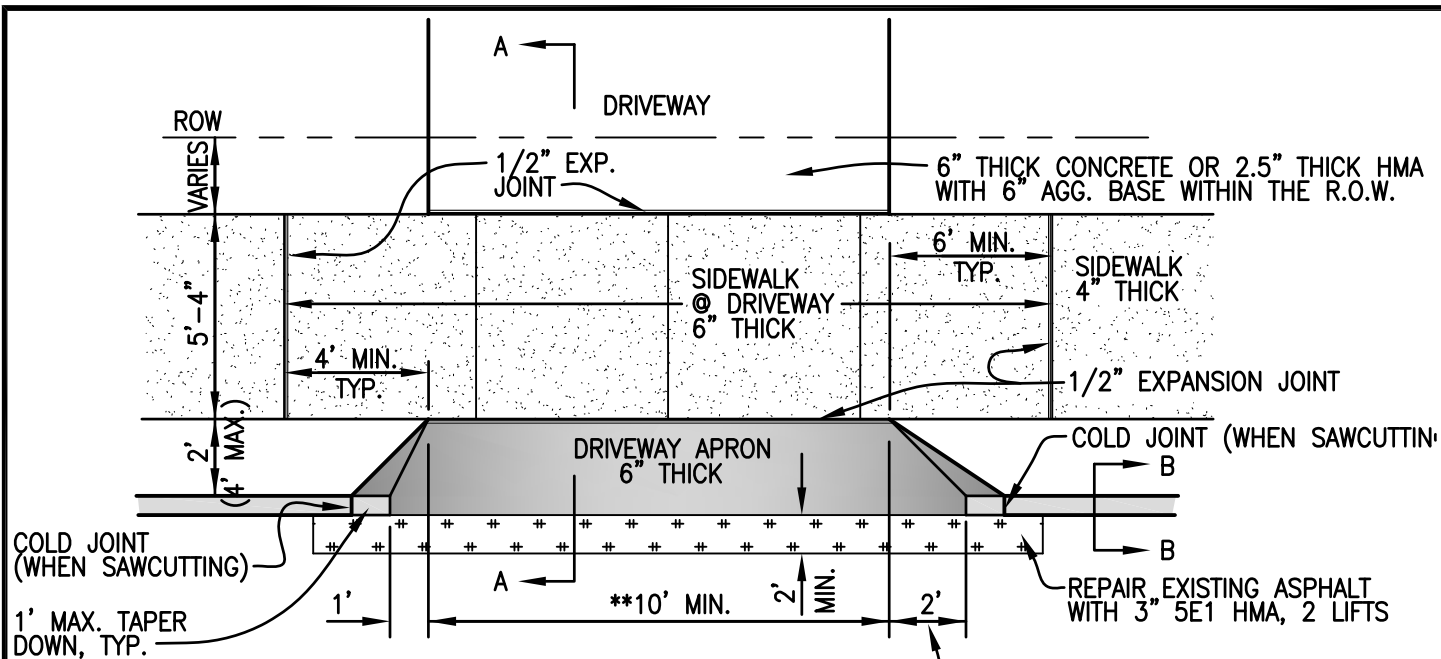
APPROVED BY: M. KILPELA, P.E.

DRAWN BY: D. SALMON

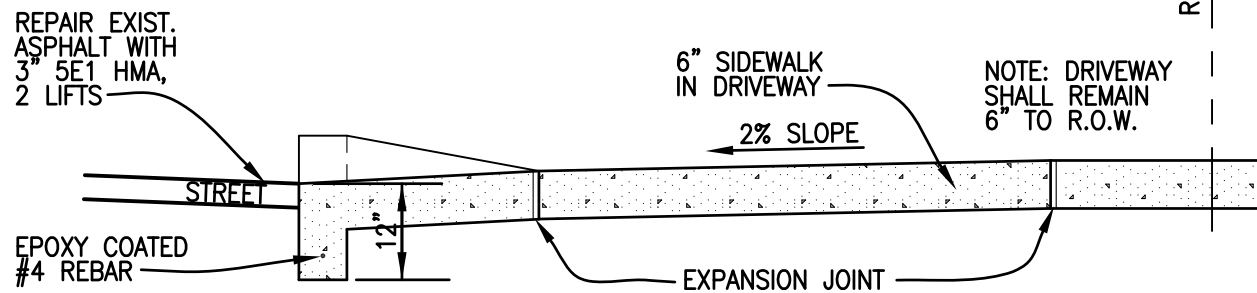
DATE: JULY 29, 2021

PROJECT FOLDER: J:\CADFILES\STD DTLS

FILE NAME: DRIVE DETAIL REV 2021.DWG



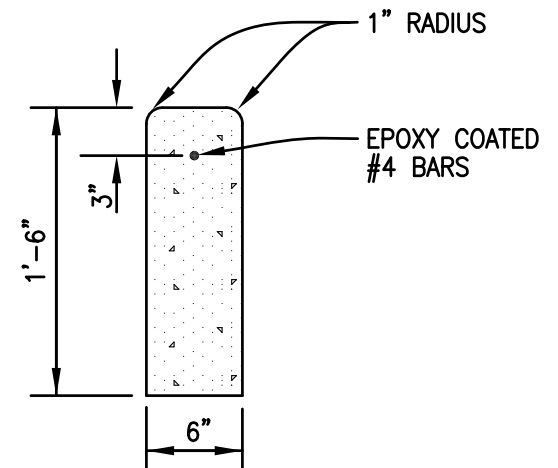
### PLAN VIEW



### SECTION A-A

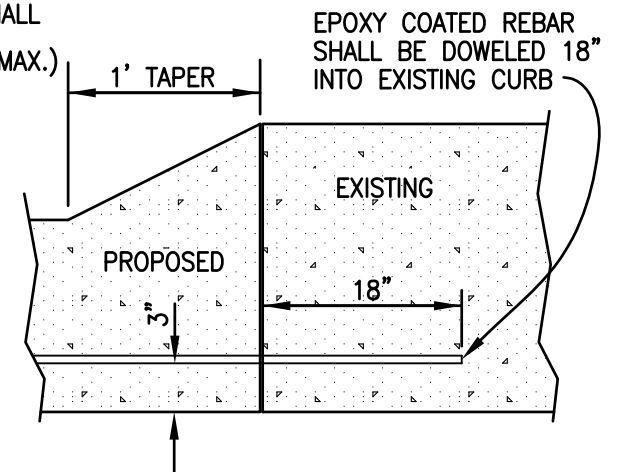
- 1 - REBAR SHALL BE SUPPORTED AGAINST SAGGING USING BAR CHAIRS.
- 2 - INSTALL EXPANSION JOINTS AT SPRING LINES OF RADI AND AT MAXIMUM 300' INTERVALS AND 10' ON EACH SIDE OF EACH CATCH BASIN.
- 3 - INSTALL CONTROL JOINT AT INTERVALS OF 20'.

- 4 - OVERLAP REBAR 12" MINIMUM.
- 5 - ALL JOINTS SHALL BE PLACED AT RIGHT ANGLES TO THE EDGE OF THE CURB AND GUTTER.
- 6 - SEE COLD JOINT DETAIL WHERE CURB CUTS ARE INSTALLED ADJACENT TO EXISTING CURB.



TYPICAL CITY STRAIGHT CURB

### SECTION B-B



### COLD JOINT DETAIL

- 7 - ALL CURBING SHALL BE 3500 PSI AND INCLUDE THE ADDITION OF FIBERGLASS FIBERS.

\*\* DEFINES WIDTH CURB CUT WIDTH

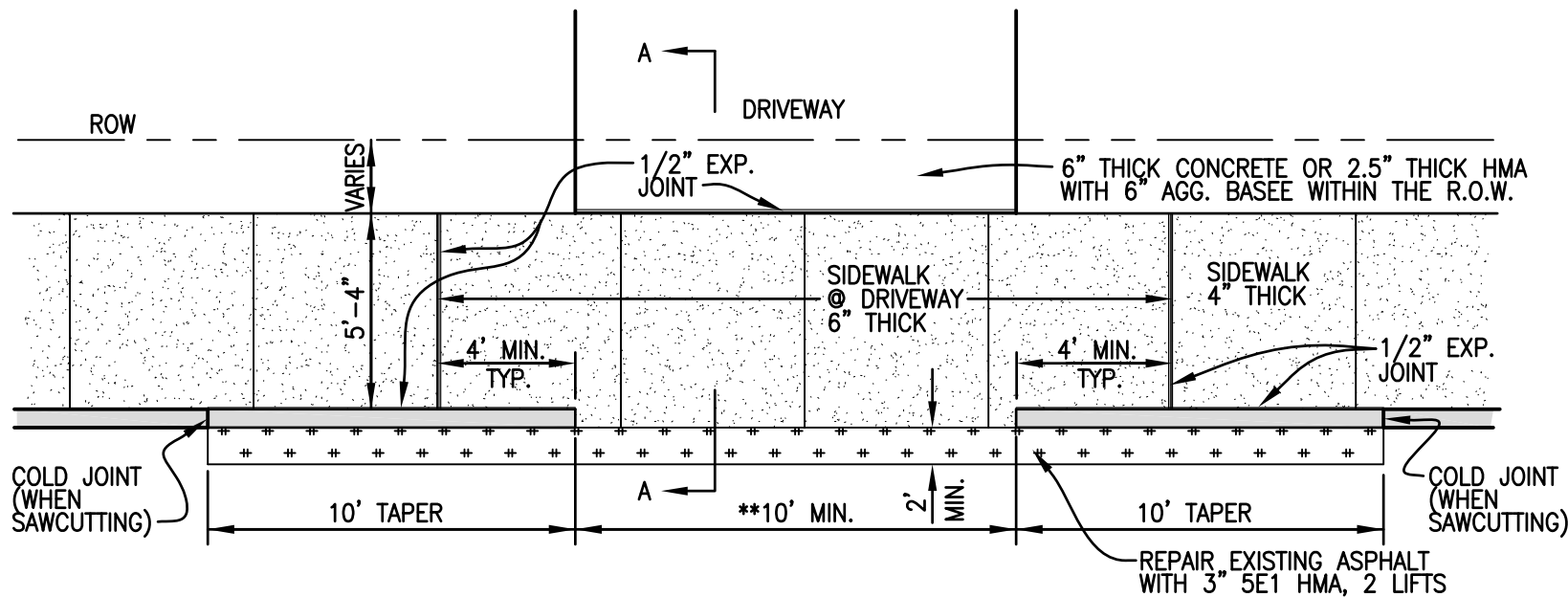


**CITY ENGINEER'S OFFICE**  
**MARQUETTE, MICHIGAN**  
1100 WRIGHT STREET, MARQUETTE, MI 49855  
PHONE (906)228-0440

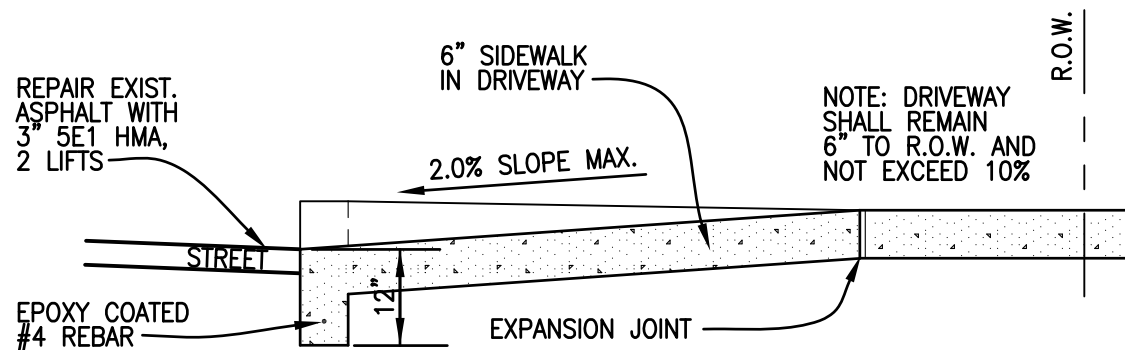
Page 294 of 32

**STANDARD DETAILS**  
**DRIVEWAY & APRON DETAIL WITH**  
**CITY STRAIGHT CURB NEAR SIDEWALK**

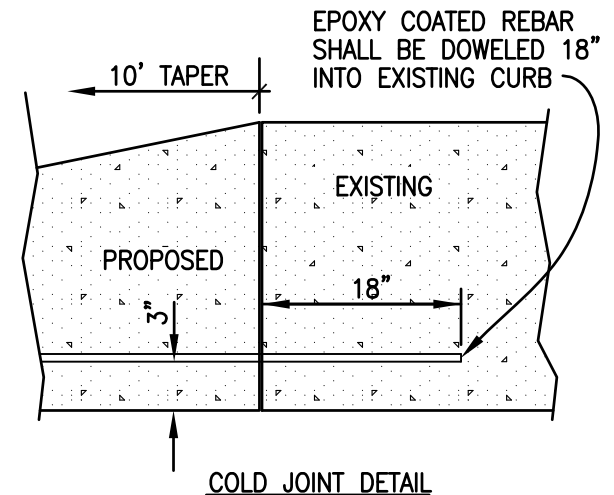
APPROVED BY: M. KILPELA, P.E.  
DRAWN BY: D. SALMON  
DATE: JULY 29, 2021  
PROJECT FOLDER: J:\CADFILES\STD DTLS  
FILE NAME: DRIVE DETAIL REV 2021.DWG



**PLAN VIEW**



**SECTION A-A**



- 1 - REBAR SHALL BE SUPPORTED AGAINST SAGGING USING BAR CHAIRS.
- 2 - INSTALL EXPANSION JOINTS AT SPRING LINES OF RADI AND AT MAXIMUM 300' INTERVALS AND 10' ON EACH SIDE OF EACH CATCH BASIN.
- 3 - INSTALL CONTROL JOINT AT INTERVALS OF 20'.

- 4 - OVERLAP REBAR 12" MINIMUM.
- 5 - ALL JOINTS SHALL BE PLACED AT RIGHT ANGLES TO THE EDGE OF THE CURB AND GUTTER.
- 6 - SEE COLD JOINT DETAIL WHERE CURB CUTS ARE INSTALLED ADJACENT TO EXISTING CURB.

- 7 - ALL CURBING SHALL BE 3500 PSI AND INCLUDE THE ADDITION OF FIBERGLASS FIBERS.

\*\* DEFINES WIDTH CURB CUT WIDTH

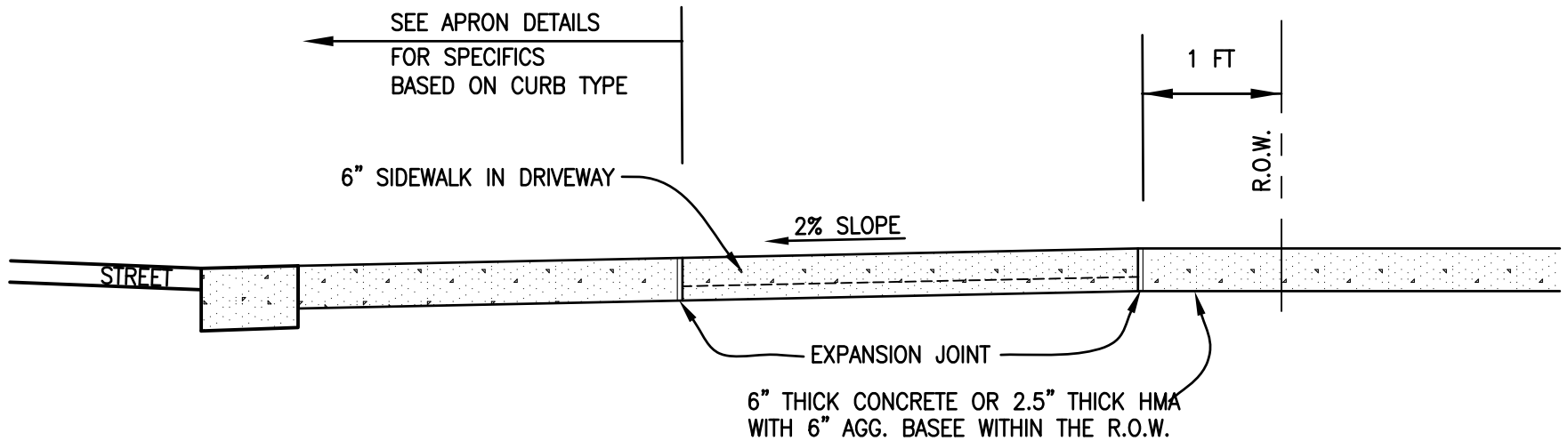


**CITY ENGINEER'S OFFICE  
MARQUETTE, MICHIGAN**  
1100 WRIGHT STREET, MARQUETTE, MI 49855  
PHONE (906)228-0440

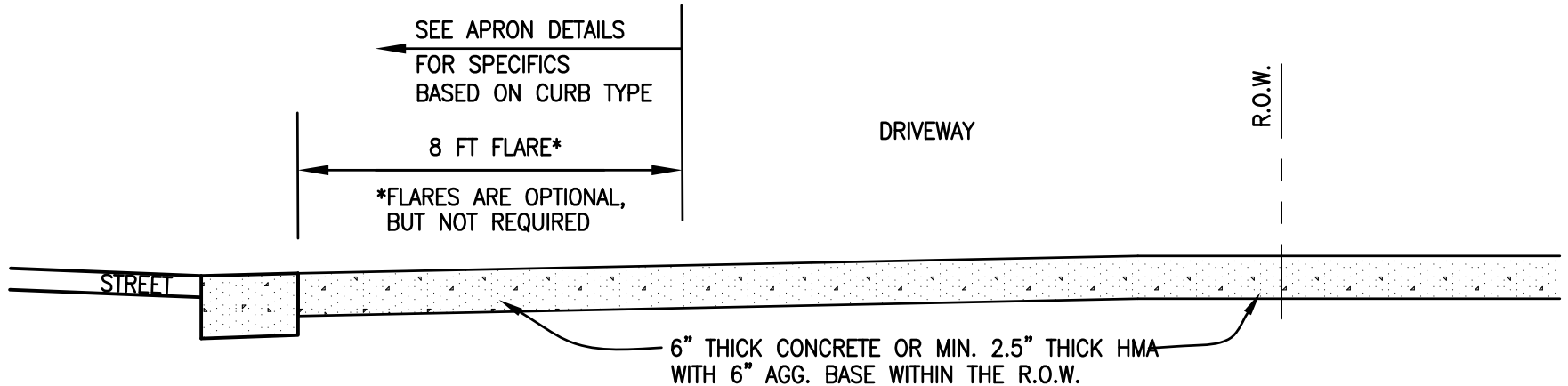
Page 295 of 32

**STANDARD DETAILS**  
**DRIVEWAY & APRON DETAIL WITH  
CITY STRAIGHT CURB AT SIDEWALK**

APPROVED BY: M. KILPELA, P.E.  
DRAWN BY: D. SALMON  
DATE: JULY 29, 2021  
PROJECT FOLDER: J:\CADFILES\STD DTLS  
FILE NAME: DRIVE DETAIL REV 2021.DWG



**DRIVEWAY WITH EXISTING OR ANTICIPATED FUTURE SIDEWALK**



**DRIVEWAY WITHOUT SIDEWALK (NONE ANTICIPATED)**



City of Marquette, MI

**CITY ENGINEER'S OFFICE  
MARQUETTE, MICHIGAN**  
1100 WRIGHT STREET, MARQUETTE, MI 49855  
PHONE (906)228-0440

Page 296 of 32

**STANDARD DETAILS**  
**DRIVEWAY & APRON DETAILS**  
**TYPICAL DRIVEWAY CROSS SECTION**



APPROVED BY: M. KILPELA, P.E.  
DRAWN BY: D. SALMON  
DATE: JULY 29, 2021  
PROJECT FOLDER: J:\CADFILES\STD\_DTLS  
FILE NAME: DRIVE DETAIL REV 2021.DWG

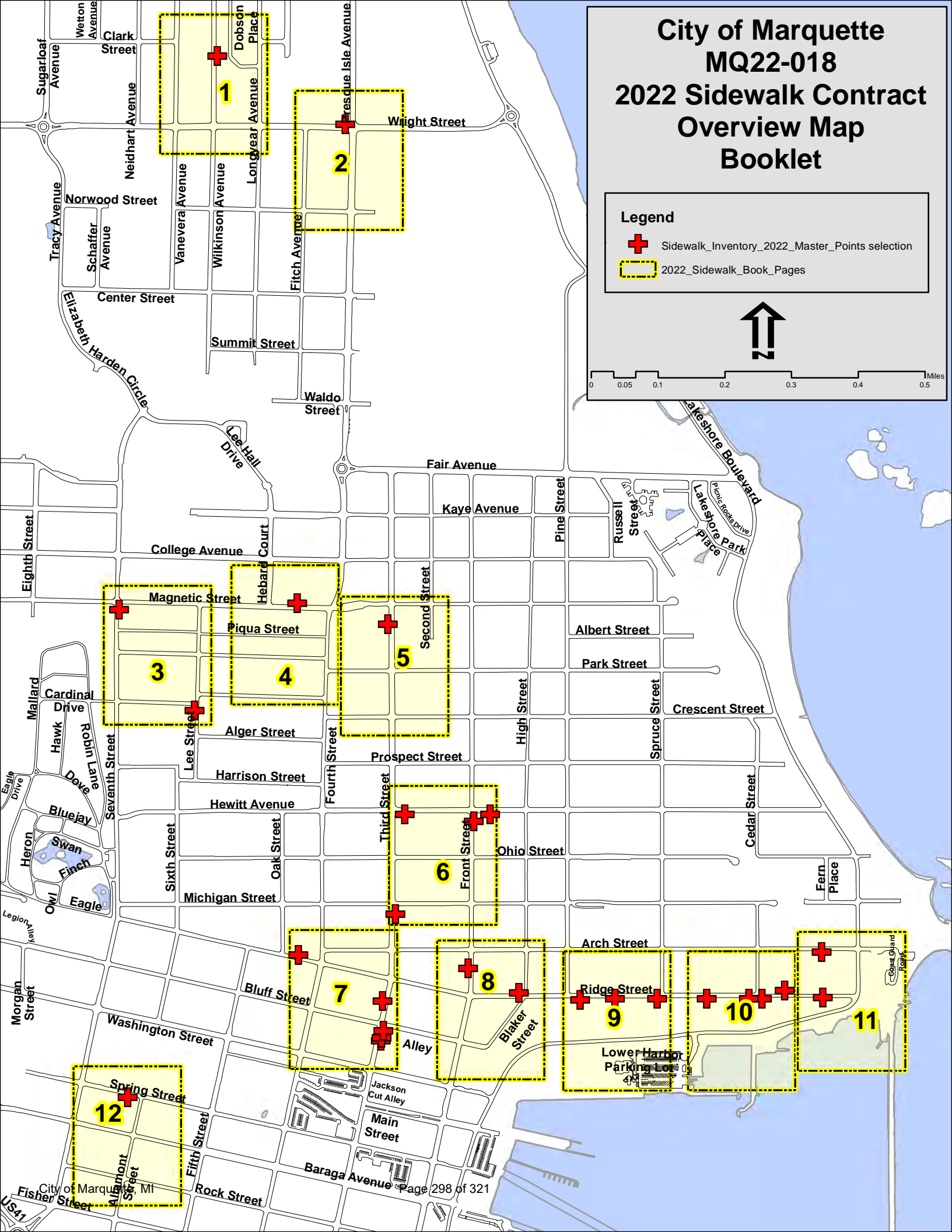
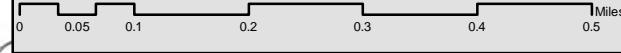
# **APPENDIX IV**

## **LOCATION SHEETS**

# City of Marquette MQ22-018 2022 Sidewalk Contract Overview Map Booklet

## Legend

-  Sidewalk\_Inventory\_2022\_Master\_Points selection
-  2022\_Sidewalk\_Book\_Pages

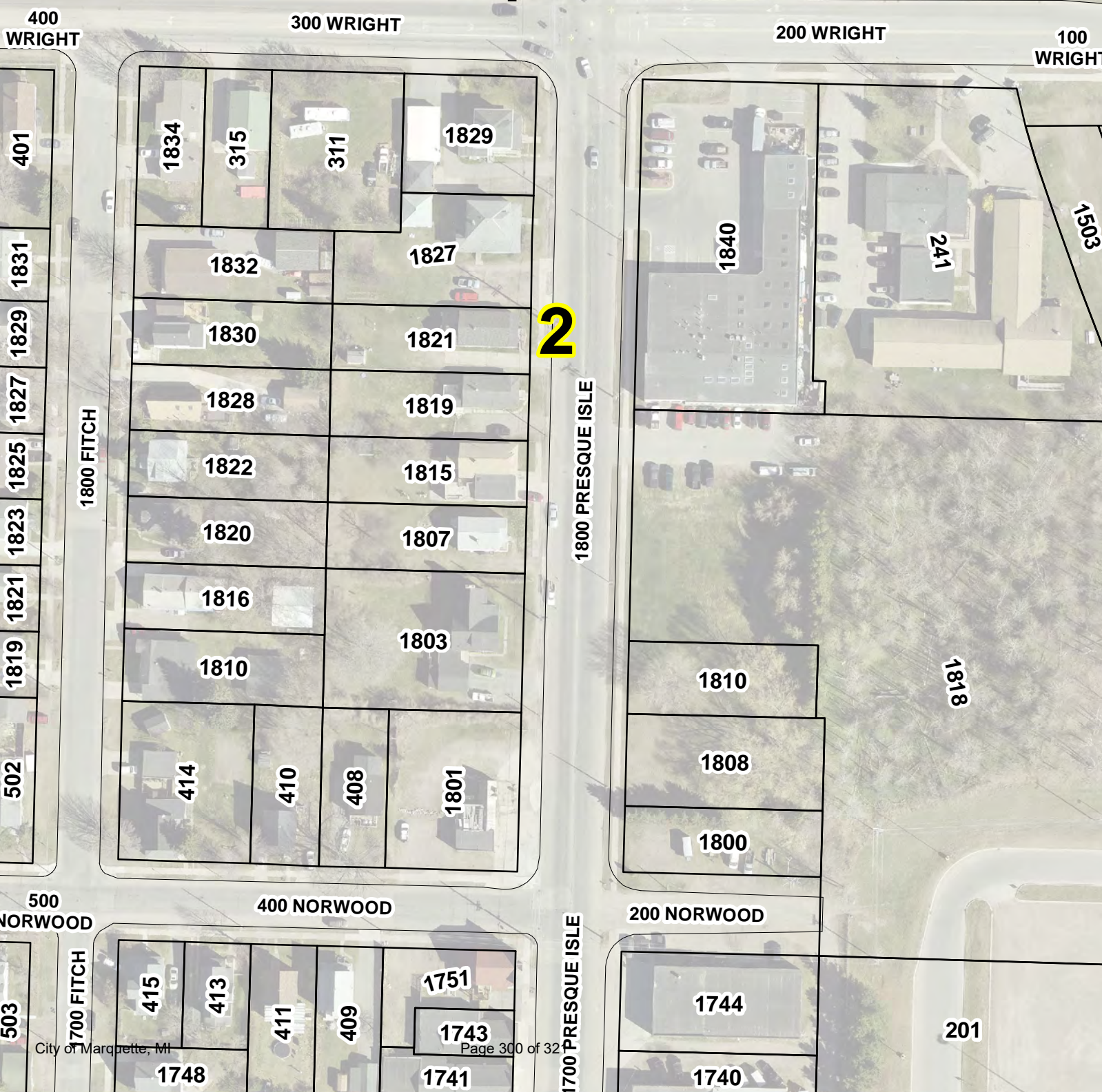




**+** Num of Concrete Squares  
Depth of Concrete (4 IN or 6 IN)

**↑** 1 inch = 100 feet

**+** Num of  
Sqres =2  
Depth =4



**+** Num of Concrete Squares  
Depth of Concrete (4 IN or 6 IN)


**↑** 1 inch = 100 feet

**+** Num of  
Sqres = 1  
Depth = 4

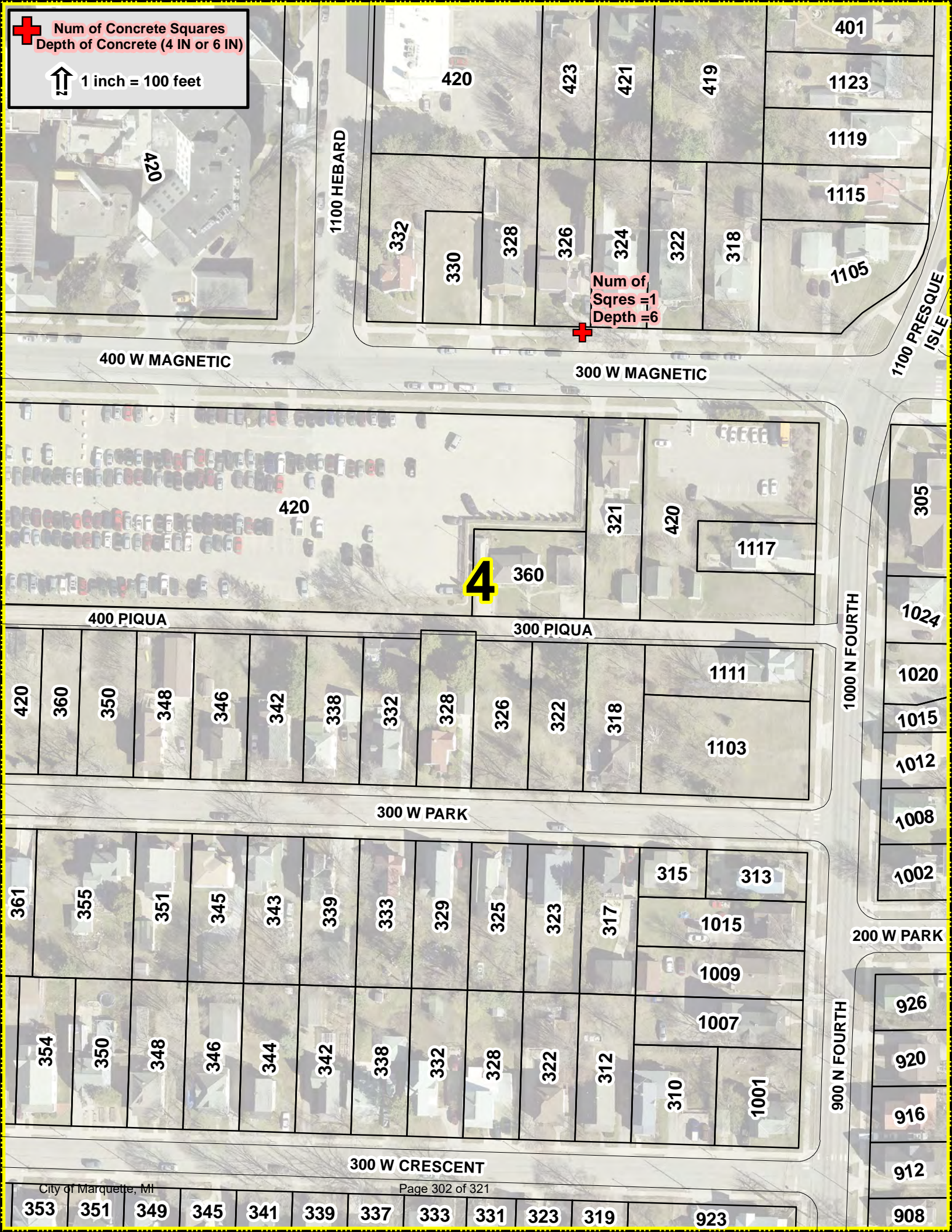
**+** Num of  
Sqres = 1  
Depth = 6

**3**



 Num of Concrete Squares  
Depth of Concrete (4 IN or 6 IN)

 1 inch = 100 feet



Num of  
Sqres = 1  
Depth = 6

4

**+** Num of Concrete Squares  
Depth of Concrete (4 IN or 6 IN)

↑ 1 inch = 100 feet

Num of  
Sqres = 1  
Depth = 4

5

1101

1100

200

122

112

1100 N  
THIRD

1100 N  
SECOND

200 W MAGNETIC

100 W MAGNETIC

NETIC

301

1031

305

1029

1027

1025

1024

1020

1015

1012

236  
234  
232

220

218

1007

1001

200 W PARK

1000 N THIRD

1034

207

205

201

1029

1027

1018

1025

1014

1012

1010

1000

156

146

142

138

120

116

1000 N SECOND

1030

115

1028

1026

1024

100 W PARK

900 N THIRD

926

920

916

912

908

904

229

225

221

228

220

216

212

901

927

923

909

907

200 W CRESCENT

800 N THIRD

231

229

225

221

827

100 W CRESCENT

828

175

139

135

133

121

117

115

824

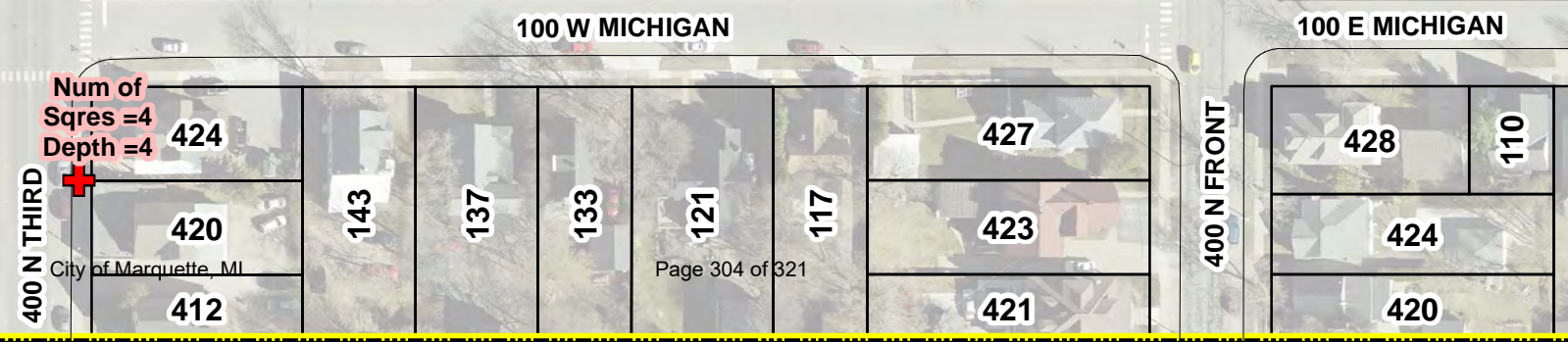
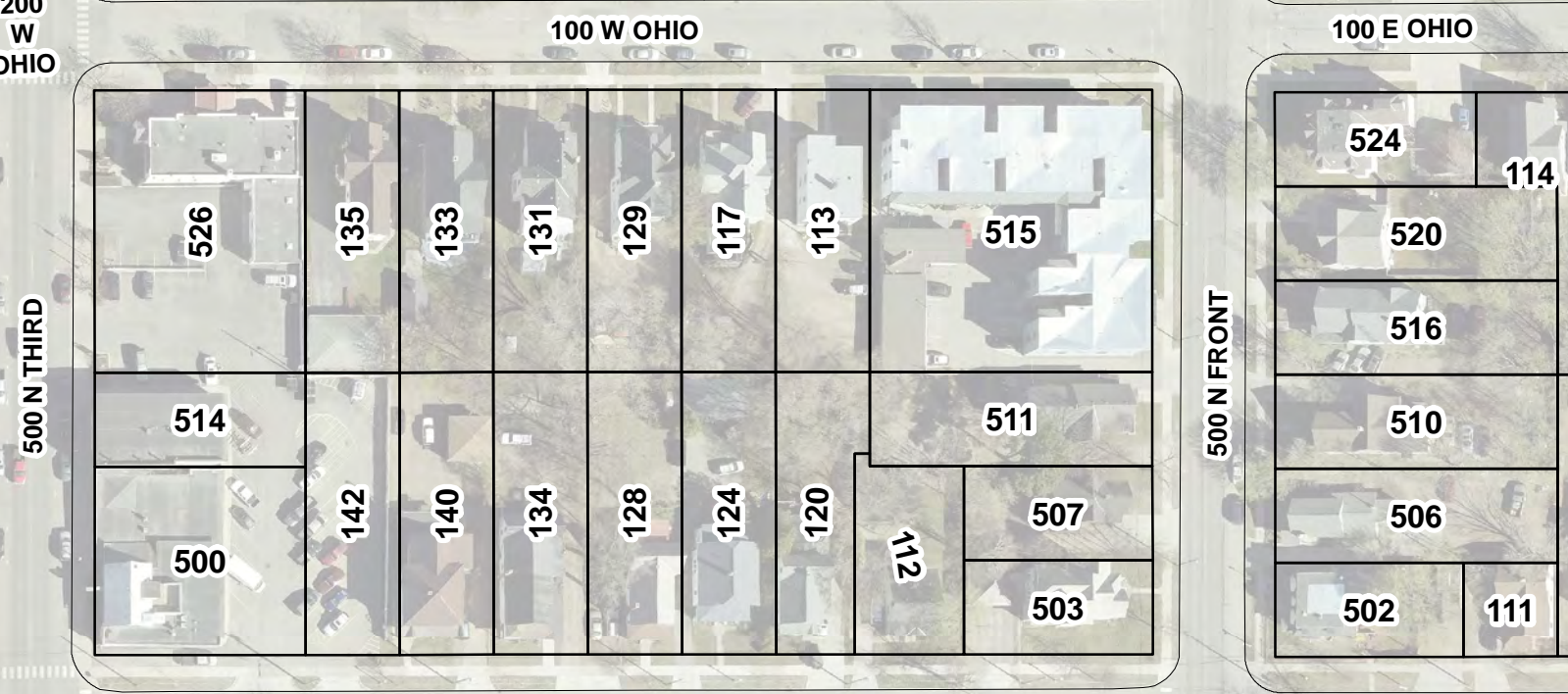
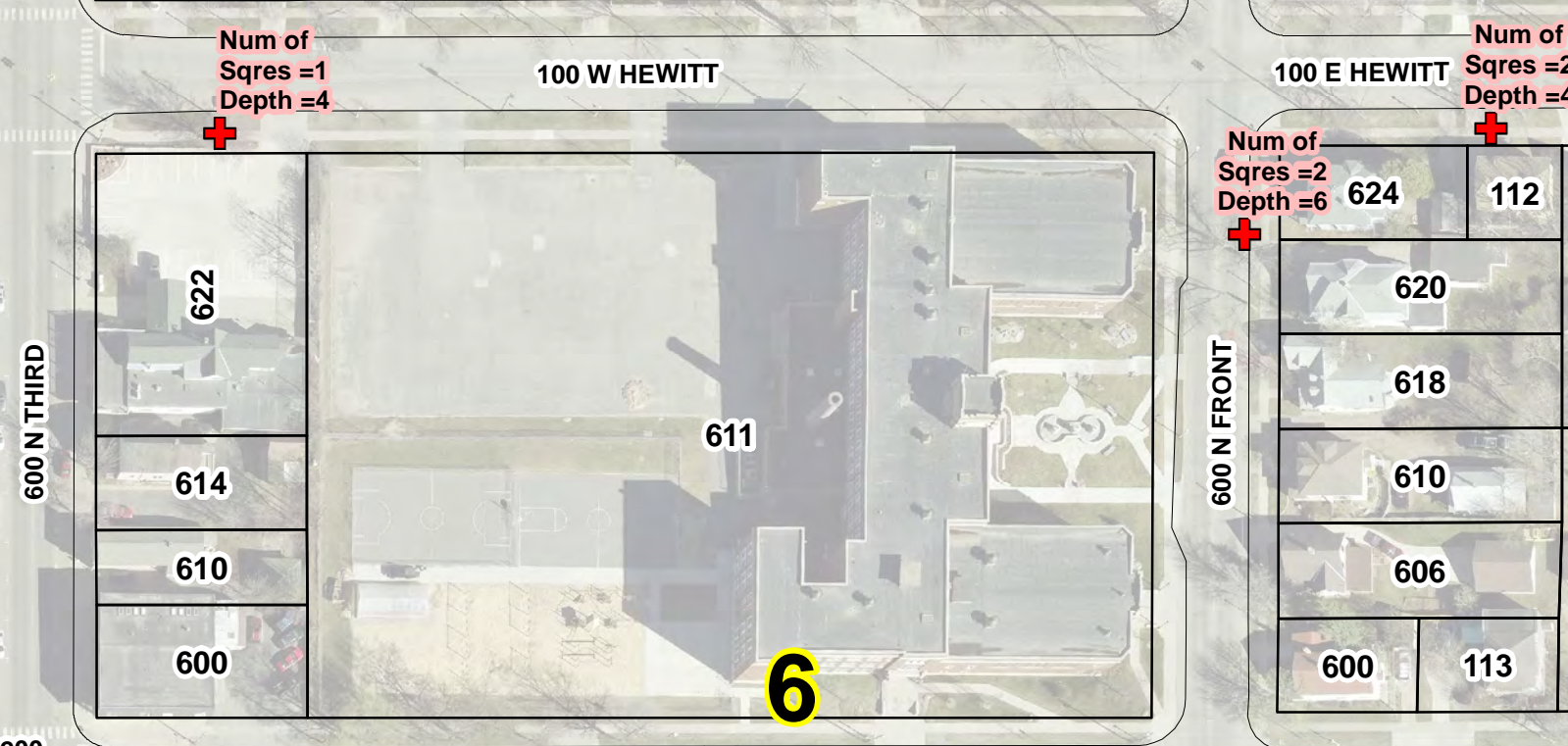
+

Num of Concrete Squares

Depth of Concrete (4 IN or 6 IN)

↑

1 inch = 100 feet





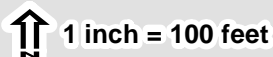
100 N

156 100 110

154 158

148

144



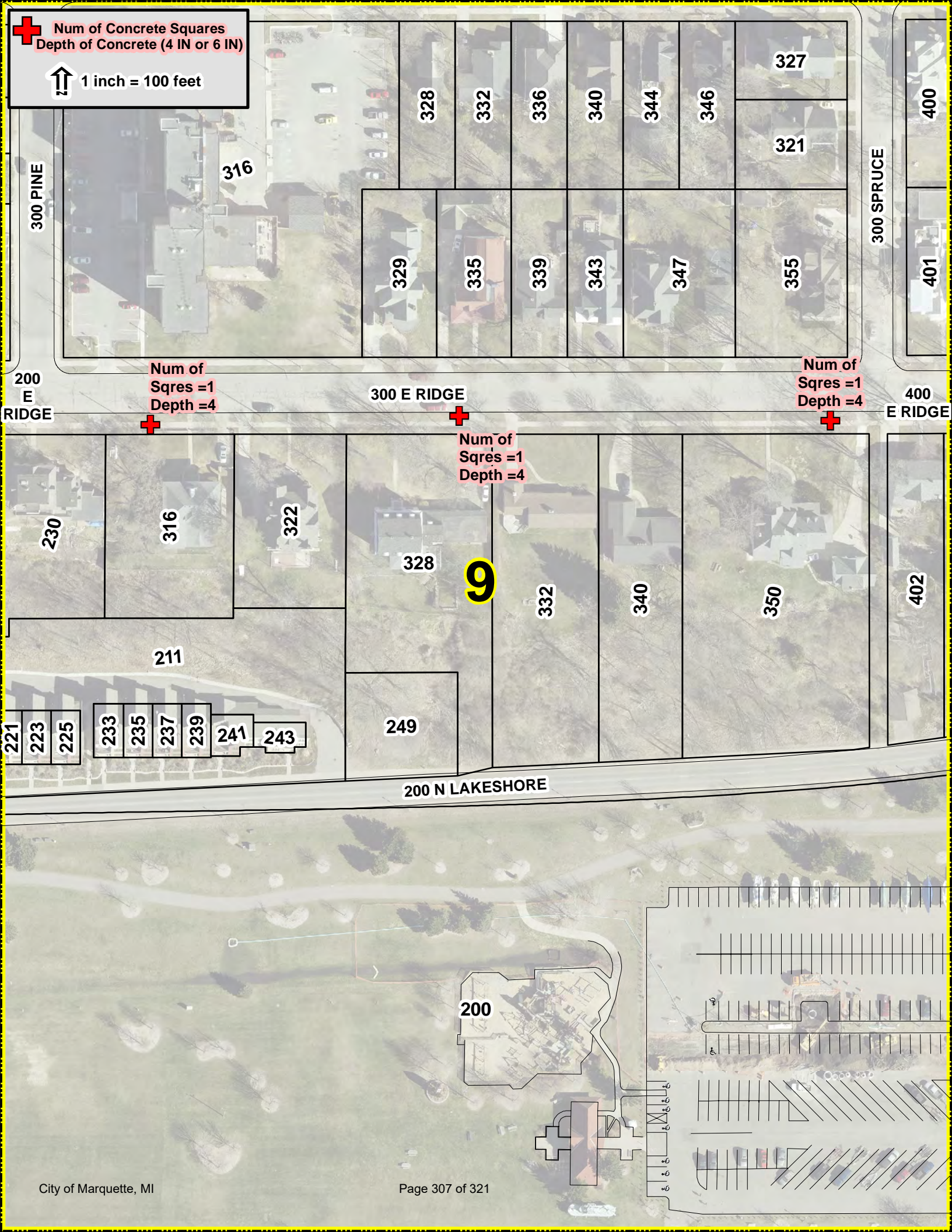
Num of  
Sqres = 1  
Depth = 4

Num of  
Sqres = 1  
Depth = 4

8

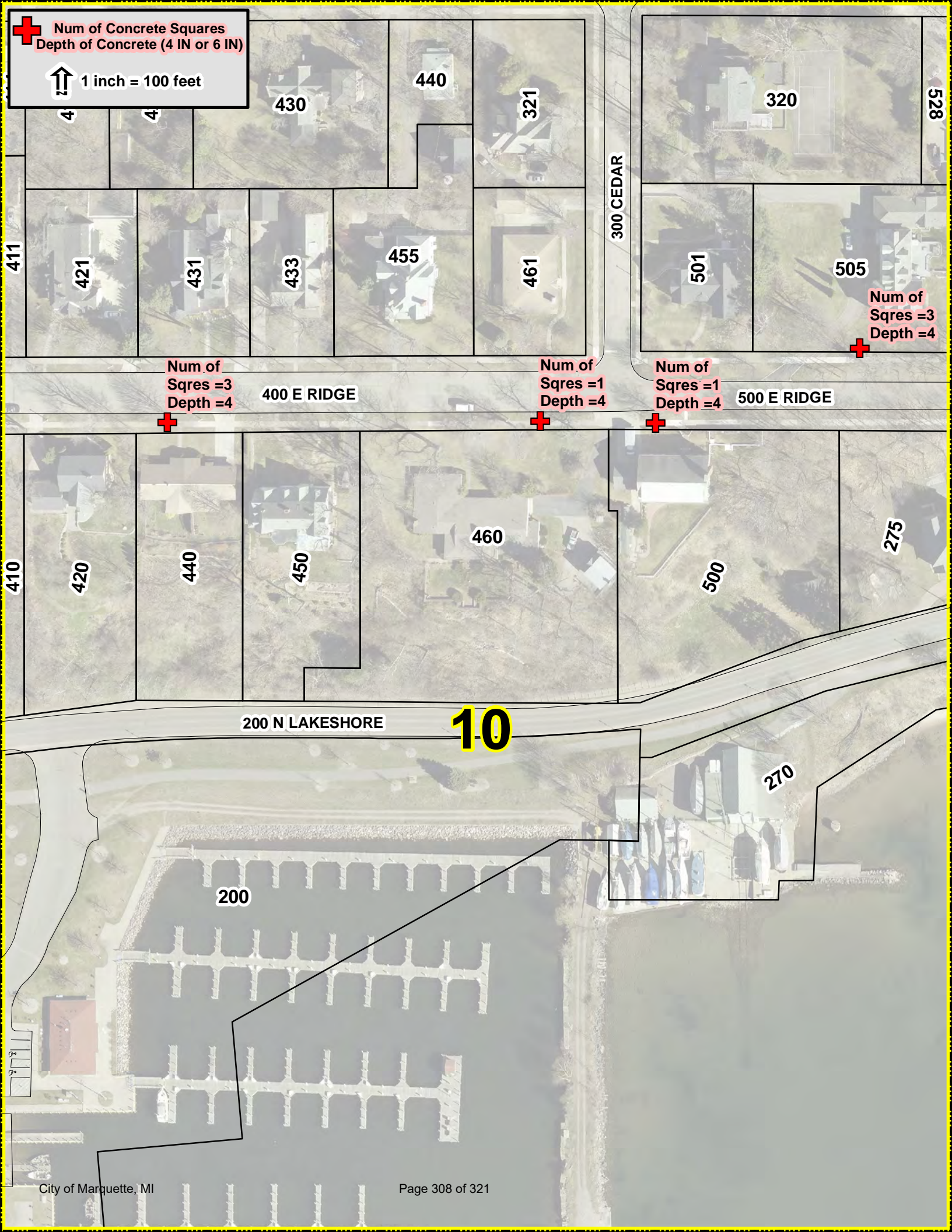
**+** Num of Concrete Squares  
Depth of Concrete (4 IN or 6 IN)

**↑** 1 inch = 100 feet



**+** Num of Concrete Squares  
Depth of Concrete (4 IN or 6 IN)

**↑** 1 inch = 100 feet



**+** Num of Concrete Squares  
Depth of Concrete (4 IN or 6 IN)


**↑** 1 inch = 100 feet

**+** Num of  
Sqres =4  
Depth =4 500 E ARCH

**+** Num of  
Sqres =2  
Depth =4 500 E RIDGE

**11**

**+** Num of Concrete Squares  
Depth of Concrete (4 IN or 6 IN)

 1 inch = 100 feet



## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 4/11/2022

### **New Business**

#### **Amended and Restated Trucking Corridor Agreement**

##### **BACKGROUND:**

The City of Marquette and Eagle Mine, LLC have been party to an agreement allowing the use of City streets as a haul route between mining facilities. The original agreement included specific identification of the route, characterization of haul traffic, and a schedule of payments to be made for maintenance and capital improvements, as well as additional public safety improvements that address previously identified community and area concerns. Several improvements to Wright Street have already been made as a result of this agreement.

Eagle Mine has requested an extension of this agreement due to a prolongment in the expected life of the mine. They have agreed to move up the payment of the \$2.7 million lump sum and make it payable upon the execution of the agreement and have agreed to pay up to \$134,000 per year from 2025-28 depending on use.

##### **FISCAL EFFECT:**

The City will receive \$2.7 million when the amended agreement goes into effect and can receive up to an additional \$621,907 depending on corridor usage and the extended life of the Eagle Mine.

##### **RECOMMENDATION:**

Approve the Amended and Restated Trucking Corridor Agreement, and authorize the Mayor and City Clerk to sign the Agreement.

##### **ALTERNATIVES:**

As determined by the Commission.

##### **ATTACHMENTS:**

Description

- ▣ Trucking Corridor Agreement

## AMENDED AND RESTATED TRUCKING CORRIDOR AGREEMENT

THIS AMENDED AND RESTATED TRUCKING CORRIDOR AGREEMENT (the “Amended Agreement”) is made and entered as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **CITY OF MARQUETTE**, a Michigan municipal corporation located in the County of Marquette, whose offices are located at 300 W. Baraga Avenue, Marquette, MI 49855 (the “City”), and **EAGLE MINE, LLC**, a Delaware limited liability company, of 4547 County Road 601, Champion, MI 49814 (“Eagle Mine”) (individually, a “Party” and collectively, the “Parties”).

### RECITALS

1. Eagle Mine is the owner and developer of a metallic mineral mine facility in Michigamme Township, Marquette County, Michigan (the “Facility”), and utilizes certain streets in the City for transportation of its ore.
2. As previously acknowledged by the Parties, mining, timber, and other trucking in the City requires ongoing repairs, safety modifications and capital improvements to City streets.
3. In consideration of Eagle Mine’s right to use the Trucking Corridor (as defined below) and in recognition of the wear and tear on the roads of the Trucking Corridor, the City and Eagle previously entered into an agreement that commenced on September 1, 2014 (the “Original Agreement”), whereby Eagle Mine agreed to make payments to the City to fund certain repairs, safety modifications and capital improvements to City Streets used by Eagle Mine for transportation of its ore to and/or from the Facility.
4. Eagle Mine has continued to use the Trucking Corridor for transportation of its ore.
5. The Parties have agreed to continue their existing relationship and amend and restate the Original Agreement as set forth herein.

### AGREEMENT

#### **A. TRUCKING CORRIDOR**

1. The City will continue to make available to Eagle Mine, its employees, contractors and agents to operate trucks (“Eagle Mine trucks” or “trucks”) traveling to and from the mine facility the Trucking Corridor defined as follows:

CR 550 from the northern City border to Sugarloaf Avenue; Sugarloaf Avenue to its intersection with Wright Street; Wright Street from its intersection with Sugarloaf Avenue through to the western City border [“Trucking Corridor” throughout this Amended Agreement].

2. Subject to the provisions of this Section, the Trucking Corridor will be available for use by Eagle Mine trucks on a 24-hour a day, 7-day a week basis. Both parties acknowledge that construction activities, temporary maintenance activities, or emergency conditions may result in occasional temporary diversions or closure of this route, which the City shall remedy as quickly as practicable. The City shall notify Eagle Mine of any alternative route(s) temporarily established by the City for such construction, maintenance or emergency conditions, and alternative route(s) used by Eagle Mine shall be temporarily deemed part of the Trucking Corridor, until such time as the original route in the Trucking Corridor is again available for use. In the event that the City fails to promptly identify such alternative route(s), Eagle Mine shall identify a proposed alternative route(s) and notify the City of same, and such alternative route(s) shall be temporarily deemed part of the Trucking Corridor until either a substitute alternative route is designated by the City or the original route becomes available.
3. During the term of this Amended Agreement, the City will use best efforts to ensure that the Trucking Corridor is maintained and improved as a priority requirement with annual capital improvement plans, including 24 hour winter snow, salt, sand, and plowing and maintenance as needed, during periods where Eagle Mine is using the Trucking Corridor to haul ore.
4. Except for the Trucking Corridor, as described in Sections A.1 and A.2, Eagle Mine shall not use any other streets in the City for its ore hauling.
5. Eagle Mine employees, contractors, and agents, and all Eagle Mine vehicles shall comply with all state and federal transportation regulations and will comply with all City ordinances now in existence or hereafter arising; except that, no City ordinance shall abrogate the terms of this Amended Agreement while it remains in force.
6. This Amended Agreement does not require Eagle Mine employees, contractors or agents to use the Trucking Corridor for activities other than hauling ore to and/or from the Facility.

## **B. PAYMENTS TO THE CITY - ROAD MAINTENANCE**

1. Eagle Mine will pay a road maintenance fee (“Maintenance Fee”) to the City as follows (subject to adjustment pursuant to Section B.2 where appropriate), and as further set forth in Exhibit A:
  - a) Through May 11, 2022, \$500,000 annually, provided that the amount payable for calendar year 2022 that is due on December 31, 2022 shall be prorated to \$333,333;
  - b) From May 12, 2022 through May 11, 2024, Eagle Mine shall have a payment reprieve with no payment due or owing pursuant to this Section B; and
  - c) After May 12, 2024, Eagle Mine shall pay \$134,000 annually.

2. The Maintenance Fee amounts set forth in Section B.1 shall be prorated for each calendar month or portion thereof during the year that Eagle Mine trucks actually use the Trucking Corridor. By way of example, the annual Maintenance Fee payment for a year during or after 2024 in which trucking took place at any time during four calendar months would be  $\frac{4}{12}$  of  $\$134,000 = \$45,000$ . For the avoidance of doubt, if Eagle Mine trucks use the Trucking Corridor for a single day (or portion thereof) of a month, Eagle Mine shall pay the entire monthly amount of the Maintenance Fee for such month.
3. Notwithstanding the foregoing, Eagle Mine shall have no obligation to pay a Maintenance Fee to the City for any calendar year(s) during the term of this Amended Agreement when its trucks do not use the Trucking Corridor.
4. Payments pursuant to this Section will be made in arrears to the City of Marquette by December 31st of each year during which payments are due and owing.

### **C. PAYMENTS TO THE CITY - SAFETY IMPROVEMENT PROGRAM**

1. Through May 11, 2022, to foster safety improvements along the Trucking Corridor, and to create safer pedestrian and vehicle environments, Eagle Mine will fund a safety improvement program for the term of this Amended Agreement, by paying \$200,000 per year (the "Safety Improvement Fee") for each calendar year, or proration of a year, that Eagle Mine trucks use the Trucking Corridor (subject to adjustment pursuant to Section C.2 where appropriate) provided that the amount payable for 2022 and due on December 31, 2022 shall be prorated to \$133,333, as further set forth in Exhibit A.
2. The Safety Improvement Fee payment will be prorated to reflect the actual months or portion thereof in a given calendar year that Eagle Mine uses the Trucking Corridor for its trucks. By way of example, the annual payment for a year in which trucking took place at any time during four calendar months would be  $\frac{4}{12}$  of  $\$200,000 = \$66,667$ . For the avoidance of doubt, if Eagle Mine trucks use the Trucking Corridor for a single day (or portion thereof) of a month, Eagle Mine shall pay the entire monthly amount of the Maintenance Fee for such month.
3. Eagle Mine shall have no obligation to fund the safety improvement program or pay any Safety Improvement Fee for any month in any calendar year(s) during the term of this Amended Agreement when its trucks do not use the Trucking Corridor, and for periods of time after May 12, 2022.
4. The City will prepare an annual road safety improvement plan with budget and timing for this purpose.
5. Payments pursuant to this Section will be made in arrears to the City of Marquette by December 31st of each year during which payments are due and owing.
6. Eagle Mine will work with the City and Northern Michigan University to promote good driving practices on Sugar Loaf Avenue and Wright Street by all users.

7. Subject to Sections C.1, C.2, and C.3 above, Eagle Mine agrees to provide an advance of the Safety Improvement Fee towards the safety improvement plan as and when requested by the City of implementation of the plan requires additional funding before the time when such Safety Improvement Fee would regularly be due. Any advance payment will be credited against future Safety Improvement Fees payable and in no event shall such advances be in excess of remaining Safety Improvement Fees.

#### **D. PAYMENT TO THE CITY - RECONSTRUCTION**

1. Eagle Mine shall pay to the City the amounts calculated as follows, to be used by the City for the reconstruction of Sugar Loaf Avenue and Wright Street (the “Reconstruction Payment”):
  - (a) Eagle Mine will accrue a liability to the City based on a calculation of \$2.7 million due for the period September 1, 2018 to September 1, 2022, i.e., four years, as set forth in Exhibit A; provided, however, that the amount of the Reconstruction Payment that has accrued as of the date of execution of this Amended Agreement shall be paid to the City at the time of execution hereof.
  - (b) If Eagle Mine terminates this Agreement, pursuant to paragraph E.3, with an effective date after September 1, 2018 but before September 1, 2022, then the amount of the Reconstruction Payment due to the City will be prorated from September 1, 2018 to the month of the effective date of termination, less any amounts paid at the time of execution of the Amended Agreement as provided in Section D. 1. (a) above. This accrued amount due will be paid in full to the City when this Amended Agreement is terminated.
  - (c) If Eagle Mine has not terminated this Amended Agreement, pursuant to paragraph E.3., with an effective date prior to September 1, 2022, then the full accrued amount of \$2.7 million of the Reconstruction Payment will be paid to the City on September 1, 2022, less any amounts paid at the time of execution of the Amended Agreement as provided in Section D. 1. (a) above.
2. In no event will Eagle Mine’s liability to the City under this Section D exceed \$2.7 million dollars.
3. The Reconstruction Payment called for in this Section D is in addition to the payments referenced in Sections B and C of this Amended Agreement.

#### **E. TERM**

1. The Original Agreement commenced on September 1, 2014, and shall expire by its terms on December 31, 2028, subject to the following terms and conditions:

- (a) Subject to Section B, the Maintenance Fee will continue until December 31, 2028 or until closure of the mine, whichever comes first.
  - (b) Subject to Section C, the Safety Improvement Fee will continue until May 11, 2022.
- 2. The term of this Amended Agreement may be extended past the dates set forth above. The terms and conditions of such extension will be subject to negotiations between the parties and further subject to approval by the City Commission, provided however that such approval shall not be unreasonably withheld.
- 3. If an alternate transportation route becomes available for Eagle Mine trucks outside the City of Marquette (provided that such alternative transportation route is commercially feasible and otherwise acceptable to Eagle Mine in its sole discretion), or if for any other reason prior to the dates set forth above Eagle Mine trucks permanently cease using the Truck Corridor established in Sections A.1 and A.2, either Party may terminate the Amended Agreement by providing the non-terminating Party with at least six (6) months advance notice of intent to terminate. Any payments due to the City under this Amended Agreement will be prorated to the effective date of such termination.

#### **F. DEFAULT/TERMINATION**

- 1. The failure of either Party to perform any term, condition, or covenant made or undertaken by it, or the violation of any warranty or representation in this Amended Agreement, will be deemed a default of this Amended Agreement. If a default occurs and remains uncured by the defaulting Party for 30 days after the other party has given a notice of default, the non-defaulting Party will have the right to seek specific performance of this Amended Agreement or terminate this Amended Agreement (at the sole option of the non-defaulting party) and shall be reimbursed by the defaulting party for costs and attorney's fees incurred in seeking such performance. The right to terminate will be cumulative and in addition to any and all other rights and remedies available to the parties.

In addition to any other amounts the City may be entitled to recover, if the City terminates the Agreement for Eagle's nonpayment of amounts due pursuant to Section D.1.a of this Agreement, then the full amount owed by Eagle Mine hereunder pursuant to that section, without proration of any amounts, shall accelerate and immediately become due and owing.

- 2. Either Party may immediately terminate this Amended Agreement, in whole or in part, if it is determined to be in violation of any applicable law or the performance under this Amended Agreement subjects a Party to any sanction or penalty under any law.
- 3. Expiration or termination of this Amended Agreement shall not be construed to prevent Eagle Mine employees, contractors or agents from using roads in the City, including the Trucking Corridor.

## **G. GENERAL**

1. Eagle Mine, LLC is a limited liability company duly organized, validly existing, and in good standing under the laws of the state of Delaware.
2. The execution, delivery, and performance of this Amended Agreement by Eagle Mine does not, and the consummation of the transactions contemplated will not (a) result in a material breach of any provision of, or constitute a material default under, the articles of incorporation or bylaws of Eagle Mine, or any agreement or instrument to which each Party is a party or by which it is bound, or (b) require the consent or approval of any other person or governmental agency or authority. Further, the undersigned for both parties represent and warrant that they have the authority to sign the agreement and bind the Parties to the Amended Agreement. The Parties are not aware of any other issue that might reasonably create the appearance of a conflict of interest.
3. Eagle Mine is providing the payments set forth herein upon the express warranty of the City that it is legally authorized to accept these payments. All payments by Eagle Mine to the City shall be made by check or other traceable instrument issued to the City of Marquette and shall be deposited into a bank account owned by the City of Marquette.
4. During the term of this Amended Agreement and for a period of three (3) years following the expiration or earlier termination of this Amended Agreement, the Parties shall maintain complete and accurate books and records regarding payments made to the City by Eagle Mine pursuant to this Amended Agreement. Each Party may audit such books and records of the other Party as is reasonably necessary to determine compliance with this Agreement and shall give the other Party reasonable access to all accounts and records regarding performance of this Amended Agreement, provided that such audits must not be performed more often than annually and must not be performed in a manner that substantially impedes the Party's operations.
5. Eagle Mine's performance of this Amended Agreement shall be pursuant to its Code of Conduct, Ethical Values and Anti-Corruption Policy (a copy of which has been provided to the City prior to execution of this Amended Agreement, and which will be available in future upon request). While the policy is not applicable to the City or any state body, the policy emphasizes the importance Eagle Mine places on ethical business conduct.
6. Neither Party nor its personnel shall, directly or indirectly, offer, promise, give, demand or accept any bribe or other undue advantage in order to obtain, retain or direct business or secure any improper advantage in the conduct of business. Without limiting the generality of the foregoing, the Parties hereby agree to take no action of any nature that would contravene any jurisdictional acts, conventions or any similar laws or provisions applicable to such Party. Each Party hereby acknowledges and agrees that it does not have the right or the authority to incur, assume or create, in writing or otherwise, any warranty, liability or obligation, express or implied, in the name of or on behalf of the other Party for any purpose, including without limitation in any manner that would or could result in a violation or contravention of the provisions of applicable anti-corruption laws.

7. This Amended Agreement will be governed by and enforced in accordance with the laws of the state of Michigan.
8. By execution of this Amended Agreement, the Parties consent to venue in Marquette County, Michigan of any action brought to enforce the terms of this Amended Agreement.
9. This Amended Agreement constitutes the entire agreement between the parties and will be deemed to supersede and cancel any and all prior discussions, negotiations, proposals, undertakings, understandings, and agreements, whether written or oral, relating to the transactions contemplated in this agreement.
10. All modifications to this Amended Agreement and all waivers of any of the provisions of this Amended Agreement, to be effective, will be in writing and signed by both parties.
11. This Amended Agreement is binding on and will inure to the benefit of the Parties.
12. If any provision in this Amended Agreement is held to be invalid or unenforceable, it will be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Amended Agreement.
13. This Amended Agreement shall not create any kind of employment or joint venture relationship between Eagle Mine and the City, or any of its employees, whether under tax laws, employment laws, or any other applicable law.
14. The Parties agree that signatures on this Amended Agreement, as well as any other documents to be executed under this Amended Agreement, may be delivered by facsimile or by scanned images in lieu of an original signature, and the Parties agree to treat facsimile or scanned signatures as original signatures and agree to be bound by this provision. This Amended Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

***Remainder of page left intentionally blank. Signatures appear on following page.***

## CITY OF MARQUETTE

**EAGLE MINE, LLC**

Jennifer A. Smith, Mayor Date

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its: \_\_\_\_\_

Kyle Whitney  
City Clerk:

**Approved as to Substance:**

Karen M. Kovacs, City Manager

**Approved as to Form:**

Suzanne C. Larsen, City Attorney

## EXHIBIT A TO AMENDED AND RESTATED TRUCKING CORRIDOR AGREEMENT

Date of Pmt	Payment Type & Amount			Notes
	Maintenance	Safety	Reconstruction	
12/31/2020	\$500,000	\$200,000		Per original agreement. This figure assumes a full year, and will be prorated if only operating partial year.
12/31/2021	\$500,000	\$200,000		Per original agreement. This figure assumes a full year, and will be prorated if only operating partial year.
Accrued portion paid on the date of execution of the Amended Agreement per Section D. 1. (a) thereof, with balance due on 9/1/2022			\$2,700,000	Per original agreement. This figure assumes a full year, and will be prorated if only operating partial year.
12/31/2022	\$333,333	\$133,333		Per original agreement. This figure represents the \$500k and \$200k prorated for Jan 1, 2022 through Aug 31, 2022.
12/31/2023				
12/31/2024	\$85,907			This figure represents the \$134k prorated for May 11 through Dec 31 (234 days).
12/31/2025	\$134,000			This figure assumes a full year, and will be prorated if only operating partial year.
12/31/2026	\$134,000			This figure assumes a full year, and will be prorated if only operating partial year.
12/31/2027	\$134,000			This figure assumes a full year, and will be prorated if only operating partial year.

12/31/2028	\$134,000			This figure assumes a full year, and will be prorated if only operating partial year.
------------	-----------	--	--	---

38528817.1/056371.00064