City of Marquette, MI

Meeting Agenda
City Commission

Monday, April 10, 2023
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(s)

Richard Brebner-Derby, Arts and Culture Advisory Committee for an unexpired term ending 06-1-23 and a subsequent term ending 06-01-26

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

2. Consent Agenda

2.a. Approve the minutes of the March 27, 2023 regular Commission meeting
2.b. Approve the total bills payable in the amount of $502,731.64
2.c. Annual Wetland Mitigation Monitoring and Maintenance Services
2.d. Server Technology Replacement
2.e. Sidewalk Repair, Extension and Safety Improvements Project
2.f. Superior Hockey, LLC - Office and Storage Space Lease Agreement
2.g. Tourist Park Budget Adjustment

Unfinished Business

3. Ordinance 702 - Authorized Officials - Roll Call Vote

New Business

4. Solids Handling Project Bid - Roll Call Vote

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.

Agenda Date: 4/10/2023

Consent Agenda

Approve the minutes of the March 27, 2023 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- March 27 Minutes

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes
City Commission

Monday, March 27, 2023
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Present: Davis, Larson, Mayer, Ottaway, Stonehouse
Absent: Hanley, Smith

Approval of the Agenda

Commissioner Jermey Ottaway moved to Approve the agenda as presented, seconded by Commissioner Michael Larson and Carried Unanimously.

Announcements

The Mayor had no announcements.

Boards and Committees

1. Reappointment(s)

Tara Gluski, Presque Isle Park Advisory Committee for a term ending 04-01-26

Commissioner Michael Larson moved to Approve the reappointment of Tara Gluski to the Presque Isle Park Advisory Committee for a term ending 4-1-26, seconded by Commissioner Jermey Ottaway and Carried Unanimously.

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

Valerie Olson and Dar Shepherd spoke on the use of fluoride in city water.

Daniel Labar brought attention to the former WE Powerplant land; he suggested it be turned into a green space or an educational opportunity for the university for environmental rehabilitation.

Doug Garrow, Marquette Senior High School hockey coach, requested the ice at Lakeview Arena be put back in at the beginning of June. This would allow more opportunity for youth during the summer to develop their skills.

Margaret Brumm thanked the City Police Department for visiting her college classroom and speaking to her students about student and staff safety at NMU.

Jennifer Ray showed support of the DDA and the proposed Social District and the Wednesday night Farmers Market location designation.

Matt Luttenberger asked for clarification on the differences in property taxes between a home and a rental and at what point a rental property becomes commercial property.

Presentation(s)

2. Recognition of Northern Michigan University Japan Scholarship Student Masao Hayashi, by Paulette Lindberg and Mayor Mayer

Paulette Lindberg honored Northern Michigan University Japan Scholarship student, Masao Hayashi and Mayor Mayer presented him with a certificate as an honorary City of Marquette citizen.

3. Presque Isle Park Advisory Committee, by Chair Tara Gluski

Tara Gluski, Chair of the Presque Isle Park Advisory Committee (PIPAC) presented to the Commission on PIPAC's purpose, goals and the committee's main accomplishments. She also looked ahead to the coming year's goals which includes, working with local partners on Leave No Trace ethics, protection of the park including deer management and protection of the blue spotted salamander during their migration.

Following the presentation, the Commission offered comments and questions.

4. Consent Agenda - Roll Call Vote

Commissioner Jermey Ottaway moved to Approve the consent agenda as presented, seconded by Commissioner Michael Larson and Carried Unanimously by Roll Call Vote.

4.a. Approve the minutes of the March 13, 2023 regular Commission meeting

4.b. Approve the total bills payable in the amount of $1,016,290.36

4.c. Farmers Market Designation - Roll Call Vote

4.d. Marquette Beautification and Restoration Committee, Inc. Petunia Pandemonium Project

4.e. National Opioids Settlement

4.f. Schedule Public Hearing - Land Development Code Amendments

4.g. Superior Hockey, LLC - Office and Storage Space Lease Agreement

Unfinished Business

5. Ordinance 721 - Black Rock Crossing Tax Exemption- Roll Call Vote

The City Manager provided visuals of the proposed project and subject property. She gave a high-level overview of payment in lieu of taxes. The Mayor granted Craig Patterson, representative of the development, with privileged comment and Mr. Patterson provided additional background on the project.

Following privileged comment Mayor Pro Tem Davis moved to adopt Ordinance 721- Black Rock Crossing Tax Exemption, seconded by Commissioner Larson.

Discussion ensued, focused largely on the local need for affordable housing.

Following discussion, the Commission took a vote on the motion, which Carried Unanimously by Roll Call Vote.

New Business

6. Downtown Marquette Social District - Roll Call Vote

Commissioner Stonehouse moved to Approve the attached resolutions establishing the Downtown Marquette Social District and recommending MLCC approval of applications for the MLCC Social District Permit, seconded by Commissioner Ottaway.

Commissioner Stonehouse stated this is an opportunity for Marquette to step forward and try something new, in the way of having a vibrant city and downtown.

Commissioner Ottaway voiced excitement for the Downtown Marquette Social District, stating it promotes our downtown and downtown businesses. He also said it provides additional opportunities to bring people together and support our local economy.

Mayor Pro Tem Davis indicated apprehensive support. She highlighted a number of concerns including the amount of staff and monitoring it will take, along with single use plastic containers and asked what metrics will be used to evaluate the Social District.

Following Commissioners' comments, Tara Laase-McKinney, DDA Executive Director was given privileged comment to address concerns and provide additional information about the Social District.

The Commission took a vote on the motion following discussion. The motion Carried Unanimously by Roll Call Vote.

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

Margaret Brumm brought attention to the new piers and the viewing window. She

encouraged the City to install underwater lights for better viewing. She also spoke to the public comments regarding fluoridated water suggesting they be directed to the Marquette County Health Department.

Matt Luttenberger stated he is an advocate for noncompetitive recreation and wishes to see Lakeview Arena more available to the public without the required rental fees.

Comments from the Commission

Commissioner Stonehouse acknowledged the productive meeting.
Commissioner Larson congratulated the DDA for their two new ventures, the location of the Wednesday night Farmers Market on Washington Street and the Downtown Marquette Social District. He also highlighted the Black Rock Crossing development.
Commissioner Ottaway commented on the City's roads. He stated as the snow melts and spring arrives it unveils new potholes and he recognizes resident concerns about road conditions. He also mentioned the opportunities the Social District and Farmers Market will provide to downtown businesses.
Mayor Pro Tem Davis asked the City Manager to address the cost of elections. She also brought attention to March 29, National Vietnam War Veterans Day.
Mayor Mayer showed excitement for the DDA on their two new projects and also thanked Margaret Brumm for initiating underwater solar lights for the pier's viewing window. He also requested the City Manager address three questions.

Comments from the City Manager

City Manager Kovacs wished IT employee Taylor Hedmark a happy birthday and acknowledged his efforts to ensure Commission meetings run smoothly. She then addressed the questions brought forth by the Commission and public comment.

Ms. Kovacs explained the cost to conduct elections is about $20,000 per election, however some elections may be reimbursed by the State or the local school district.

She clarified residential real property is considered to be four units or less, anything more is classified as commercial and explained the difference in those tax millages based on the Principal Residence Exemption.

Lastly, she spoke on the uniqueness of Lakeview Arena ice. She explained the risk of installing the ice before the ground thaws.

Adjournment

The meeting was adjourned at 7:31 p.m.

_____ _____

Cody O. Mayer, 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.

Agenda Date: 4/10/2023

Consent Agenda
Annual Wetland Mitigation Monitoring and Maintenance Services

BACKGROUND:

The City constructed roundabouts and infrastructure near the new hospital in 2017. This construction impacted wetlands which required permitting and mitigation. As part of permit requirements, the City constructed wetlands near Presque Isle which require monitoring and maintenance through 2023.

The wetlands monitoring and maintenance is outside of the scope of City expertise and needs to be completed by an environmental consultant that specializes in wetlands management and assessment.

A Request for Proposals was advertised, and one agency responded. This proposal from the Marquette County Conservation District was evaluated to ensure that it meets the minimum monitoring requirements and that it fits within the City budget.

FISCAL EFFECT:

Sufficient funds are approved in the FY 2023 budget.

RECOMMENDATION:

Approve the proposal from the Marquette County Conservation District in the amount of $12,474.65 and 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

- MCCD Proposal
- Project Location Map
- Professional Services Contract MCCD

MICHIGAN ASSOCIATION of CONSERVATION DISTRICTS

Marquette County Conservation District
780 Commerce Drive, Suite C – Marquette, Michigan 49855 – Phone (906) 226-8871

Informal Cost Proposal 1: Baraga Ave. & US41 Highway Upgrade

The Marquette County Conservation District (hereafter called District) respectfully offers this informal cost proposal for the purpose of providing 2023 vegetative monitoring, invasive species control, tree plantings, and reporting for the **2017 & 2018 BARAGA AVE. & US41 WETLAND MITIGATION PROJECT AS REQUIRED BY EGLE PERMIT #WRP006364.** The District hereby proposes to perform the following services utilizing District staff, licensed & insured herbicide applicators and other co-located conservation partners in exchange for monetary consideration to be paid by the City to the District. The District will provide to the City and its residents the following services that may include but are not limited to for the remainder of the 2023 calendar year: Specific responsibilities of the District are listed below:

Specific responsibilities will involve:

1. Count and inventory all trees in wetland D and E.

2. Count and inventory all shrubs and bushes in wetland D and E.

3. Within the draft report to be provided to the City, please review and respond to all of the "Wetland Mitigation Performance Standards" found in the EGLE permit.

4. A transect line for Wetland D and one for Wetland E has been established from monitoring well to monitoring well in a south to north direction. Along transect line, 5 evenly spaced sample plots of one square meter were created. The distance along the transit line and distance left or right off of the transect line has been documented. (Sketch on the Wetland D & E maps provided in this RFP and give to the City for inclusion in final report).

5. Within each of the two sets of five sample areas, the herbaceous layer (all non-woody plants and woody plants less that 3.2 feet in height) shall be sampled. The data recorded for each sample area herbaceous layer shall include a list of all living plant species, an estimate of percent cover in five percent intervals for each species, bare soil areas, and open water areas relative to the total area of the plot.

6. Randomly select one 30 foot radius sample plot in each Wetland D & Wetland E for sampling and inventory of tree and shrub species. Document the location of the sample area along the transect line and distance right or left of it.
(Sketch on the Wetland D & E maps provided in this RFP and give to the City for inclusion in final report).

7. Provide plot data and a list of all plant species identified in the plots. Data for each plant species must include common name, scientific name, wetland indicator category from the U.S. Army Corps of Engineers 2012 National Wetland Plant List for Michigan, physiognomic classification, and whether the species is considered native according to the Michigan Floristic Quality Assessment (Michigan Department of Natural Resources, 2001).

8. Delineate any extensive (greater than 0.01 acre in size) open water areas, bare soil areas, areas dominated by invasive species, and areas without a predominance of wetland vegetation, and provide their location on a sketch to the City.

9. Document any sightings or evidence of wading birds, songbirds, waterfowl, amphibians, retiles, and other animal use (lodges, nests, tracks, scat, etc.) within the wetland noted during monitoring. Note the number, type, date, and hour of the sightings and evidences.

10. Inspect the site, during all monitoring visits and inspections, for oil, grease, man-made debris, and all other contaminants and report findings. Rate (e.g., poor, fair, good, excellent) and describe the water clarity in the mitigation wetland.

11. Provide annual photographic documentation of the development of the mitigation wetland during vegetation sampling from permanent photo stations located within the mitigation wetland. Take the photos from the exact locations they were taken in 2022 as shown in last year's report. Photos must be labeled with the location, date photographed, and direction.

12. Provide the number and type of habitat structures placed and representative photographs of each structure type.

13. Provide a written summary of all the problem areas that have been identified and potential corrective measures to address them.

14. Aggressively remove all invasive and aggressive species in the two wetlands. Give special attention to Forget-Me-Nots at McClellan and Tansy at Presque Isle. Use herbicide and/or manual control, with prior method approval from the DEQ and with notice given to the City.

15. Provide hand sketches showing all areas of invasive and aggressive specie removal on Wetland D & E maps provided with this RFP. The City will use these sketches to draw new maps that will be included in final report.

16. Supplying and planting trees and shrubs as listed below:

Tree Species	Wetland D	Wetland E
Tamarack – 24" tall	50	50
Red or Silver Maple – 24" tall	50	50

Shrub Species	Wetland D	Wetland E
Tag Alder – 12" tall	50	50
Red Osier Dogwood – 18" tall	50	50

Each of the trees planted shall be tagged and labeled so they can be identified and evaluated next year and added to the master tree spreadsheet. Protective shields made by Tree Sentry to be placed around newly planted shrubs.

All the items above shall be included in the draft report provided to the City except those items that are to be given to City on sketches of Wetland D & E. The previous 2022 report for McClellan Avenue can be used as a guide.

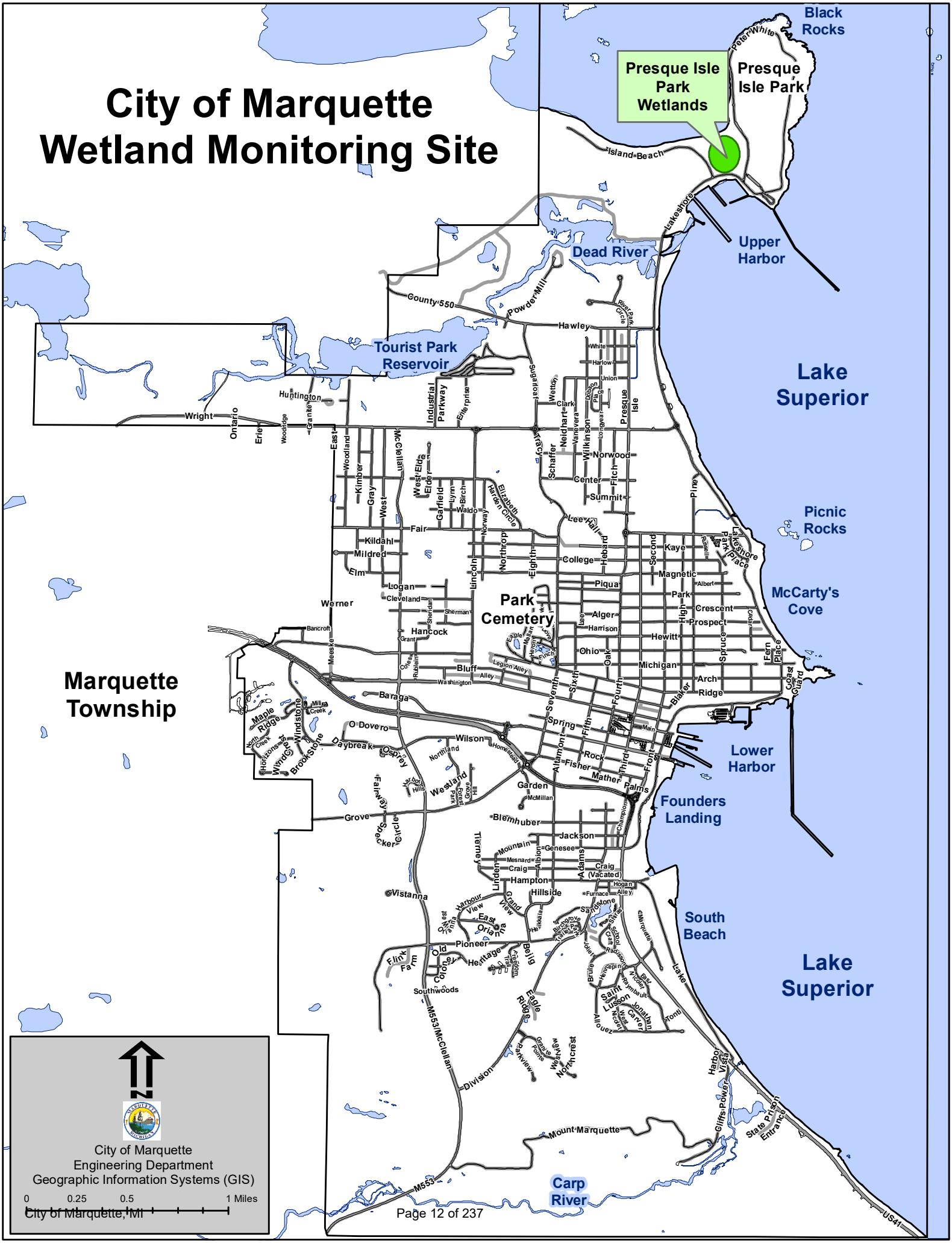
The City would provide discussion on site hydrology and would assemble the final report for submission to the DEQ. The final report is to be prepared and ready for submittal to the DEQ by no later than November 1, 2023. Provide all services and edited report to the City by October 1, 2023.

If this cost proposal is mutually agreed upon, the City of Marquette Agrees to pay the Marquette County Conservation District the sum of **$12,474.65** in consideration for the District providing services to the City to be completed by October 1st, 2023.

Madeline O'Donnell

Dated: 3/7/2023
Madeline O'Donnell, District Manager
Marquette County Conservation District
(County of Marquette, State of Michigan)

The Marquette County Conservation District mission is to provide for the conservation and restoration of resources in Marquette County through forestry and wildlife practices, watershed management, and education.


City of Marquette
Wetland Monitoring Site
Presque Isle Park Wetlands
Presque Isle Park
Black Rocks
Peter White
Island Beach
Lakeshore
Upper Harbor
Dead River
Powder Mill
County 550
Hawley
Tourist Park Reservoir
Lake Superior
Huntington
Wright
Ontario
Erie
Granite
East
Industrial Parkway
Enterprise
Presque Isle
Norwood
Center
Fitch
Summit
Pine
Picnic Rocks
Lakeshore Park Place
Lee Hall
Hebard
College
Second
Kaye
Magnetic
Albert
Park
High
Crescent
Prospect
Hewitt
Piqua
Alger
Harrison
Ohio
Oak
Michigan
Spruce
Fern Place
Coast Guard
Arch
Ridge
Blaker
Park Cemetery
McCarty's Cove
Werner
Hancock
Bluff
Washington
Baraga
Marquette Township
Maple Ridge
Windstone
Brookstone
Daybreak
Osprey
O'Dovero
Wilson
Northland
Homestead
Spring
Fifth
Main
Rock
Fisher
Mather
Palms
Third
Front
Lower Harbor
Founders Landing
Garden
McMillan
Westland
Fairway
Grove
Blemhuber
Jackson
Genesee
Mountain
Mesnard
Craig
Craig (Vacated)
Hampton
Hillside
Hogan Alley
Furnace
Sandstone
Vistanna
Harbour View
Grand View
East Ortana
Pioneer
Old Colony
Heritage
Flink Farm
Southwoods
Bellg
Ridge
Maple
Division
M553 McClellan
Lake
South Beach
Lake Superior
Harbor Vista
Cliffs Power
State Prison Entrance
Mount Marquette
Carp River
US41
M553
City of Marquette
Engineering Department
Geographic Information Systems (GIS)
0 0.25 0.5 1 Miles
City of Marquette, MI

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made this _____ between the City of Marquette, hereinafter called the "City" and Marquette County Conservation District a public agency, hereinafter called "Consultant".

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

Article 1

Project Name

The name of the Project shall be Wetland Mitigation Monitoring - Baraga Ave. and US41 Projects.

Article 2

Scope of the Work

Consultant shall furnish all the material, services, supplies, tools, equipment, labor and other engineering services necessary to perform work as described in the Consultant's proposal to the City of Marquette dated March 7, 2023 (attached as Exhibit A).

Article 3

Time of Completion

The completion date of this project is October 1st, 2023.

Article 4

Terms and Conditions

Consultant shall perform the services outlined in this Agreement for the stated fee arrangement.

ACCESS TO SITE:
City will arrange and provide access to each site upon which it will be necessary for Consultant to perform its work unless otherwise stated in the proposal. In the event work is required on any site not owned by the City, City represents and warrants to Consultant that City has obtained all necessary permission and authority, in writing, for Consultant to enter upon the site and conduct its work. City shall, upon request, provide Consultant with evidence of such permission as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in a form acceptable to Consultant, which Consultant also agrees to abide by. Any work performed by Consultant with respect to obtaining permission to enter upon and do work on the lands of others, as well as any work performed by Consultant pursuant to this Agreement, shall be deemed as being done

on behalf of City. Consultant shall take reasonable measures and precautions to minimize damage to each site and any improvements located thereon as the result of its work and the use of its equipment and shall reasonably restore the site to its prior condition.

FEE:
Services and reimbursable costs will be billed on a monthly basis as per the proposal requirements, but the total amount to be paid by City for such services and costs shall not exceed $12,474.65.

BILLINGS/PAYMENTS:
Consultant shall invoice for services rendered and reimbursable costs incurred on a monthly basis. Each invoice shall be due and payable within sixty (60) days of the date of the invoice. Invoices over sixty (60) days past due may be charged interest on the unpaid balance at the highest lawful rate as allowed under Michigan Law. Consultant may, after ten (10) days' written notice to the City, suspend performance of services until all past due amounts are paid.

INDEMNITY:
Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused, in whole or in part, by Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of consultants, sub-consultants, contractors, sub-contractors, agents, employees or others that contract with the Consultant regarding this contract or anyone for whom Consultant is legally liable.

FORCE MAJEURE:
No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.

INSURANCE:
Without limiting any of its obligations and liabilities, Consultant, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Michigan, and with forms reasonably satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

A. General Clauses

1. **Additional Insured.** The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded the Consultant shall be primary insurance, and that any self insured retention and/or insurance coverage carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Consultant.

2. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of the City.

3. **Primary Coverage.** The Consultant's insurance shall be primary insurance as respects City and any insurance or self insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute to it.

4. **Claim Reporting.** Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect City.

5. **Waiver.** The policies for Workers' Compensation and General Liability, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the Consultant.

6. **Deductible/Retention.** The policies may provide coverage which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. The Consultant shall be solely responsible for deductible or self-insured retentions and the City may require the Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

7. **Policies and Endorsements.** City reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.

8. **Certificates of Insurance.** Prior to commencing services under this Contract, Consultant shall furnish City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificate shall identify this Contract by referencing the project name and/or project number and shall provide for not less than thirty (30) days advance written notice by Certified Mail of Cancellation or Termination.

9. **Sub-Consultants/Contractors.** Consultant shall include all sub-consultants and sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant and sub-contractor.

B. Workers' Compensation

The Consultant shall carry Workers' Compensation and Employer's Liability insurance coverage as required by law and deemed necessary for its own protection.

In case services are subcontracted, the Consultant will require the sub-consultant to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by Consultant.

C. Automobile Liability
Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than $1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant services.

D. Commercial General Liability
Commercial General Liability insurance with a combined single limit of not less than $1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the Services as evidenced by annual Certificates of Insurance.

E. Professional Liability
The Consultant retained by the City, to provide the engineering services required by the Contract will maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the Consultant or any person employed by him, with an unimpaired limit of not less than $1,000,000 each claim. In the event the insurance policy is written on a "Claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Services as evidence by annual Certificates of Insurance.

F. Property Coverage - Valuable Papers
Property coverage on all-risk, replacement cost, agreed amount form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the Consultant used in the completion of this Contract.

INDEPENDENT CONSULTANT:
The relationship between the City and Consultant created under this Agreement is that of principal and independent contractor. Neither the terms of this Agreement nor the performance thereof is intended to directly or indirectly benefit any person or entity not a party hereto and/or such person or entity is not intended to be or shall be construed as being a third-party beneficiary of this Agreement unless specified by name herein or in an Amendment hereto, executed by a Consultant authorized representative.

SEVERABILITY/SECTION HEADINGS/SURVIVAL/WAIVER:
In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions shall remain in full force and effect, and binding upon the parties hereto. The heading or title of a section is provided for convenience and information and shall not serve to alter or affect the provisions included herein. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the City and Consultant shall survive the completion of services and the termination of this Agreement. No waiver, discharge, or renunciation of any claim or right of Consultant arising out of breach of this Agreement by City shall be effective unless in writing signed by Consultant and supported by separate consideration.

OWNERSHIP OF DOCUMENTS:
All documents produced by the Consultant under this Agreement shall remain the property of the City and may be used by the City for any other endeavor without the written consent of the Consultant.

APPLICABLE LAWS:
Unless otherwise specified, the Agreement shall be governed by the laws of the State of Michigan.

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 Consultant.

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

Signed this _____ day of _____, 2023.

OWNER
CITY OF MARQUETTE, OWNER

_____
Witness

_____
Cody O. Mayer, Mayor

_____
Witness

_____
Kyle L. Whitney, Clerk

CONSULTANT
Madeline O'Donnell

_____
Witness

Marquette County Conservation District,

By: Madeline O'Donnell

Its: District Manager

Address: 780 Commerce Dr. Marquette MI, 49855

Telephone #: 906-251-3072

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs
City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen
City Attorney

Agenda Date: 4/10/2023

Consent Agenda
Server Technology Replacement

BACKGROUND:

The City's server system is nearing end of life and must be replaced. The system will be seven years old when the current lease expires in November 2023, but the current equipment has begun failing and staff strongly recommends installation of a new system prior to the lease expiration. The new system will allow the City to comply with industry-recommended best practices and will provide a higher level of security, better data management capabilities and an improved ability to install critical upgrades without taking servers out of service.

IT staff spent a significant amount of time over the last year researching replacement options that would meet the City's requirements. A request for proposal (RFP 22-06) was sent out in December for a Multi-node Hypervisor Cluster to support the City's expanding server system. The following companies responded to the RFP:

VDA Labs of Grand Rapids, Michigan	**$1,768,906.83**
Netsync of Chicago, Illinois	**$ 826,114.18**
906 Technologies of Marquette, Michigan	**$ 530,487.07**
Heartland Business Systems of Little Chute, Wisconsin	**$ 418,531.94**

Heartland Business Systems presented an industry-leading solution, Nutanix, which matched all City requirements, at the lowest cost. Heartland has over 28 years of experience in the industry, with engineers who have significant experience with the Nutanix solution.

Staff is recommending the City Commission select Heartland Business Systems, who presented the best solution at the lowest cost. The City will enter a five-year lease which will cover hardware, software and maintenance fees.

The monthly cost of the original lease for the City’s aging hardware was $2,250, while the monthly cost of software and maintenance is currently $2,091, for a total of $4,341.

Heartland’s proposal includes the cost of software and maintenance, will replace the aged City hardware and will support the City’s rapidly expanding technology needs. The monthly cost of hardware, software, maintenance and financing for the new system will be $7,790 per month.

FISCAL EFFECT:

Staff sought multiple quotes for financing, and CCA Financial offered a competitive interest rate and the lowest total cost, at $7,790 per month. The total five-year cost is not-to-exceed $467,400, which is higher than the above proposal amount due to the cost of financing.

RECOMMENDATION:

Approve the Heartland Business Systems' proposal to purchase a new Multi-node Hypervisor Cluster to replace the City's current system and approve a five-year lease with CCA Financial for a total not-to-exceed price of $467,400, and authorize the City Manager or her designee to sign all necessary documentation.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- CCA Financial Lease Proposal
- Heartland System Quote

Date: 3/7/23

To: Todd Carruth

From: Nick Hogan

Subject: Lease Proposal – Server Lease

Thank you for allowing CCA the opportunity to offer our leasing services to your company. CCA is committed to providing superior customer service and flexible lease options designed to meet your requirements. Based on the information that CCA has been provided for your transaction, we are proposing the following:

Lessee:	**City of Marquette, MI**
Lessor:	**CCA Financial, LLC**
Equipment Descriptions:	**Heartland Business Systems Quote #288627 v4**
Equipment Cost:	**$418,531.94**
Lease Term & Rate:	**60 months @ $7,790/mo** **Implicit Annual Interest Rate – 4.59%**
Installation Period:	Installation and Acceptance should be completed no later than November 1, 2023. Prior to Acceptance, CCA shall have the right to withdraw this proposal at its sole and absolute discretion based on material adverse change in the financial position of Lessee.
Rent Commencement:	Rent will begin upon the acceptance date and the lease term will start on the first day of the month following the acceptance date (the "Commencement Date"). The rent during this period is calculated as one-thirtieth of the monthly rental.
End of Lease Options:	Options include returning the equipment, purchasing the equipment, or extending the lease. All buyout and extension pricing is based on fair market value.
Equipment Upgrades:	CCA will permit mid-term equipment upgrades and rework lease terms to facilitate Lessee's requirements under terms and conditions acceptable to both parties.
Customer Responsibilities:	Lessee is responsible for all associated expenses such as transportation in/out, installation, deinstallation, insurance and all applicable taxes including personal property taxes and sales taxes.
Documentation:	CCA standard documentation will be used and all terms of the Master Lease Agreement shall apply.
Proposal Expiration:	This proposal expires at 5:00pm on 4/15/23.
Note:	CCA Financial does not charge documentation fees.
Agreed to and Accepted by:	Signature below constitutes your agreement to proceed with this proposal as stated.

_____ **Date:** _____

Authorized Representative of City of Marquette, MI

HEARTLAND BUSINESS SYSTEMS

RFP - Nutanix-Datacenter Refresh

Quote #288627 v5

Prepared For:

City of Marquette
Todd Carruth
300 W Baraga Avenue
Marquette, MI 49855

P: (906) 225-4358
E: tcarruth@marquettemi.gov

Prepared By:

Western Wisconsin Office
Joe Gasperich
2322 Alpine Road
Eau Claire, Wisconsin 54703

P: (800) 236 7914
E: jgasperich@hbs.net

Date Issued:
03.06.2023

Expires:
03.31.2023

Nutanix Primary and Secondary Clusters		Price	Qty	Ext. Price
NX-1175S-G8-5317-CM	**NX-1175S-G8 1 NODE 1XINTEL XEONPERP GOLD 5317 PROCESSOR**	$4,502.75	4	$18,011.00
C-MEM-32GB-3200-CM	**32GB MEMORY MODULE MEM 3200MHZ DDR4 RDIMM**	$166.36	32	$5,323.52
C-HDD-NONE-CM	**NO HDD CARR**	$0.01	4	$0.04
C-SSD-3.84TB-A-CM	**3.84TB SSD DRV INT**	$707.35	16	$11,317.60
C-NIC-25G2A1-CM	**25GBE 2PORT SFP28 NETWORK CTLR ADAPTER**	$346.15	4	$1,384.60
C-PSU-600-A-CM	**600 W POWER SUPPLY UNIT**	$206.72	8	$1,653.76
C-PWR-4FC13C14A-CM	**4FT C13/C14 10A POWER CORD**	$12.92	8	$103.36
SFAO2-CIMN-3M-ENC	**10GBASE-AOC SFP+ Active Optical Cable Assembly 3m DOM OM3 MMF Cisco to Mellanox Compatible TAA Compliant**	$73.86	8	$590.88
SW-NCI-ULT-PR	**SUB ULT & PROD SW SUP SVC FOR 1LICS CPU CORE**	$1,710.31	48	$82,094.88
TERM-MONTHS	**TERM IN MONTHS LICS**	$0.01	60	$0.60
TERM-MONTHS	**TERM IN MONTHS LICS**	$0.01	60	$0.60
S-HW-PRD	**24/7 PRODUCTION LEVEL HW SUP SVCS FOR HCI APPL**	$1,891.60	4	$7,566.40
SUPPORT-TERM	**SUP TERM IN MONTHS SVCS**	$0.01	60	$0.60
NX-1175S-G8-5317-CM	**NX-1175S-G8 1 NODE 1XINTEL XEONPERP GOLD 5317 PROCESSOR**	$4,502.75	4	$18,011.00
C-MEM-32GB-3200-CM	**32GB MEMORY MODULE MEM 3200MHZ DDR4 RDIMM**	$166.36	32	$5,323.52
C-HDD-NONE-CM	**NO HDD CARR**	$0.01	4	$0.04
C-SSD-3.84TB-A-CM	**3.84TB SSD DRV INT**	$707.35	16	$11,317.60
C-NIC-25G2A1-CM	**25GBE 2PORT SFP28 NETWORK CTLR ADAPTER**	$346.15	4	$1,384.60
C-PSU-600-A-CM	**600 W POWER SUPPLY UNIT**	$206.72	8	$1,653.76

HEARTLAND BUSINESS SYSTEMS

Nutanix Primary and Secondary Clusters		Price	Qty	Ext. Price
C-PWR-4FC13C14A-CM	**4FT C13/C14 10A POWER CORD**	$12.92	8	$103.36
SFAO2-CIMN-3M-ENC	**10GBASE-AOC SFP+ Active Optical Cable Assembly 3m DOM OM3 MMF Cisco to Mellanox Compatible TAA Compliant**	$73.86	8	$590.88
SW-NCI-ULT-PR	**SUB ULT & PROD SW SUP SVC FOR 1LICS CPU CORE**	$1,710.31	48	$82,094.88
TERM-MONTHS	**TERM IN MONTHS LICS**	$0.01	60	$0.60
TERM-MONTHS	**TERM IN MONTHS LICS**	$0.01	60	$0.60
S-HW-PRD	**24/7 PRODUCTION LEVEL HW SUP SVCS FOR HCI APPL**	$1,891.60	4	$7,566.40
SUPPORT-TERM	**SUP TERM IN MONTHS SVCS**	$0.01	60	$0.60
		Subtotal		**$256,095.68**

Nutanix Licensing-Optional	* Optional	Price	Qty	Ext. Price
SW-NCM-STR-PR	**SUB CLD MGMT NCM STARTER & PRODLICS SW SUP SVC FOR 1 CPU CORE**	$228.31	48	$10,958.88
SW-NCM-STR-PR	**SUB CLD MGMT NCM STARTER & PRODLICS SW SUP SVC FOR 1 CPU CORE**	$228.31	48	$10,958.88
		* Optional Subtotal		**$21,917.76**

Nutanix MINE Cluster		Price	Qty	Ext. Price
NX-8155N-G8-5317-CM	**NX-8155N-G8, 1 Node; 2x Intel Xeon-Gold 5317 processor (3 GHz/ 12-core/ 150W, Ice Lake) per node**	$8,160.49	3	$24,481.47
C-MEM-32GB-3200-CM	**32GB Memory Module (3200MHz DDR4 RDIMM)**	$166.36	24	$3,992.64
C-SSD-3.84TB-A-CM	**3.84TB SSD DRV INT**	$707.35	6	$4,244.10
C-HDD-12TB-BA-CM	**12 TB 3.5" HDD**	$323.42	30	$9,702.60
C-NIC-25G2A1-CM	**25GBE 2PORT SFP28 NETWORK CTLR ADAPTER**	$346.15	3	$1,038.45
C-PSU-2000-A-CM	**2000 W Power supply unit**	$591.72	6	$3,550.32
C-PWR-4FC13C14B-CM	**C13/C14, 15A, 4ft Power cord**	$9.05	6	$54.30
SW-NUS-STR-PR	**Subscription, Nutanix Unified Storage (NUS) Starter Software License & Production Software Support Service for 1 TiB of data stored**	$884.35	60	$53,061.00
TERM-MONTHS	**Term in months**	$0.01	60	$0.60
SWA-NUS-SEC-PR	**Subscription, Nutanix Unified Storage (NUS) Security add-on Software License & Production Software Support Service for 1 TiB of data stored**	$196.16	60	$11,769.60
TERM-MONTHS	**Term in months**	$0.01	60	$0.60
S-HW-PRD	**24/7 Production Level HW Support for Nutanix HCI appliance**	$3,140.74	3	$9,422.22
SUPPORT-TERM	**Support Term in Months**	$0.01	60	$0.60

Nutanix MINE Cluster		Price	Qty	Ext. Price
SFAO2-CIMN-3M-ENC	**10GBASE-AOC SFP+ Active Optical Cable Assembly 3m DOM OM3 MMF Cisco to Mellanox Compatible TAA Compliant**	$73.86	6	$443.16
		Subtotal		**$121,761.66**

HYCU Licensing		Price	Qty	Ext. Price
RNTXDPVM2YR	**2 Year Subscription HYCU Cloud Enterprise License**	$229.09	20	$4,581.80
RNTXDPVM3YR	**3 Year Subscription HYCU Cloud Enterprise License**	$343.64	20	$6,872.80
		Subtotal		**$11,454.60**

Services		Price	Qty	Ext. Price
HBS-FF-PROJECT	**Fixed Fee Project**	$29,220.00	1	$29,220.00
		Subtotal		**$29,220.00**

Quote Summary	Amount
Nutanix Primary and Secondary Clusters	$256,095.68
Nutanix MINE Cluster	$121,761.66
HYCU Licensing	$11,454.60
Services	$29,220.00
Total:	**$418,531.94**

*Optional Expenses	One-Time
Nutanix Licensing-Optional	$21,917.76

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a $25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at http://www.hbs.net/standard-terms-and-conditions, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at https://www.hbs.net/End-User-Agreements. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting.
QT.2022.v1.0

Acceptance

Western Wisconsin Office

Joe Gasperich
Signature / Name

03/06/2023
Date

City of Marquette

Signature / Name Initials

Date

Agenda Date: 4/10/2023

Consent Agenda
Sidewalk Repair, Extension and Safety Improvements Project

BACKGROUND:

Plans have been developed for a construction bid package which includes the extension of sidewalks along Wright Street, pedestrian safety signage, and replacement of sidewalks at various locations that are deemed trip hazards or that are causing drainage issues. The project was advertised for bids and three contractors responded. The Engineer's estimate for this project was $105,338.80. The bid results are summarized below.

Contractor	Bid
Premeau Construction Inc.	$92,463.00
Arrow Constructions	$98,571.50
Associated Constructors	$129,627.28

FISCAL EFFECT:

Funds for this project are approved in the FY 2023 budget.

RECOMMENDATION:

Approve a contract for the Sidewalk Repair, Extension and Safety Improvements project with Premeau Construction Inc. in an amount not-to-exceed $92,463.00 based on the quantities and unit prices bid, allow the City Manager to use a 15 percent contingency for any unknown circumstances, and authorize the Mayor and Clerk to sign the Contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Construction Plans and Specifications
- Bid Tabulations
- Construction Contract

SIDEWALK REPAIR, EXTENSION AND SAFETY IMPROVMENTS PROJECT
MQ23-018

BP23-04

CITY OF MARQUETTE
CITY ENGINEERS OFFICE
1100 WRIGHT ST.
MARQUETTE, MI. 49855
PH. (906)228-0440

INVITATION TO BID
BP23-04

MQ23-018 Sidewalk Repair, Extension and Safety Improvements 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 construction of new sidewalk on the north side of Wright Street between Wilkinson Avenue and Van Evera Avenue*, and signage and striping at multiuse path crossings of Sugarloaf Avenue and Wright Street.

**The proposed sidewalk new construction on Wright Street is subject to pending easements. The City reserves the right to remove this portion of the contract if easements are not obtained.*

PROJECT LIMITS

A. Various locations throughout the City of Marquette 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. 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 23rd, 2023 at 11:00 am, after which time bids will be opened and read aloud in Room 103 of City Hall at 300 W. Baraga Avenue. Bid tabulations will also be available on Bid Express after the public opening.

DOCUMENTS ON FILE

Contract Documents may be obtained from the Bid Express solicitation at https://www.bidexpress.com/businesses/47964/home .

BASIS OF BIDS

Bids solicited on a unit price basis for the work specified.

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 Wednesday March 8th, 2023, at 11:00am at the Municipal Service Center 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 28th, 2023. 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 10th, 2023.

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 28th, 2023, liquidated damages will be assessed at the rate shown in the following table.

Table 1.08-1 Schedule of Liquidated Damages

Original Contract Amount ($)	Liquidated damages per Calendar Days ($)
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 to1,999,999	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 State.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

Karen M. Kovacs
City Manager

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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. 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 contact 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. 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.

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 full, subbase, and trench back fill.

When sources of natural materials are designated on the plans or described in the special provisions, the Contactor 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 Contactor 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
FOR INFORMATION 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:

Addendum #	Date of Addendum

Respectfully submitted:

_____
Signature

_____
Address

_____
Title

_____
Date

ATTEST:

_____
Signature

NOT FOR BIDDING

FOR INFORMATION ONLY - NOT FOR BIDDING

Schedule of Items (Itemized Bid Sheet)

Letting Date: Thursday, March 23, 2023 11:00

Contract ID: MQ23-018 MERGE
Location: Sidewalk Replacement and Repairs
Description: Sidewalk Repair, Extension and Safety Improvements Throughout the City of Marquette

Project Number:	MQ20-018	**Project Engineer:**	Mik Kilpela
Estimate Number:	3	**Date Created:**	1/12/2023
Project Type:	Miscellaneous	**Fed/State #:**	
Location:	Sidewalk Replacement and Repairs	**Fed Item:**	
		Control Section:	

Description: Sidewalk Repair, Extension and Safety Improvements 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.

NOT FOR BIDDING

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount	
				Dollars	Cts	Dollars	Cts
1077051	_ Resident Notification, Max $2,500	1	LSUM				
1100001	Mobilization, Max $5,000	1	LSUM				
2040055	Sidewalk, Rem	205	Syd				
2050010	Embankment, CIP	10	Cyd				
2050016	Excavation, Earth	15	Cyd				
2090001	Project Cleanup	1	LSUM				
2097051	_ Soil Erosion & Sedimentation Control	1	LSUM				
3010002	Subbase, CIP	18	Cyd				
3020016	Aggregate Base, 6 inch	35	Syd				
8010005	Driveway, Nonreinf Conc, 6 inch	72	Syd				
8030010	Detectable Warning Surface	20	Ft				
8030044	Sidewalk, Conc, 4 inch	2,603	Sft				
8030046	Sidewalk, Conc, 6 inch	497	Sft				
8032002	Curb Ramp, Conc, 6 inch	206	Sft				
8037011	_ Root Removal	7	Syd				
8070095	Post, Mailbox	2	Ea				
8100371	Post, Steel, 3 pound	104	Ft				
8100405	Sign, Type IIIB	41	Sft				
8107050	_ Sign, W11-15 W/ Flashing LED, Solar, Fluorescent Yellow	4	Ea				
8117001	_ Pavt Mrkg, Polyurea, 24 inch Ladder Pattern	110	Ft				
8127051	_ Traffic Control	1	LSUM				

NOT FOR BIDDING

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount	
				Dollars	Cts	Dollars	Cts
8160055	Sodding	250	Syd				
8160062	Topsoil Surface, Furn, 4 inch	250	Syd				
8167001	_ Place 4 inch Topsoil, Fertilizer, Seed, and Mulch	600	Ft				
				Total Bid:			

Contractor: _____

_____ _____

(Signature) (Date)

NOT FOR BIDDING

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

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 _____, and the completion date of this project is _____. 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 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 refereed 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

_____
Cody O. Mayer, 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

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.

_____ (L.S.)
Principal

_____
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 49855hereinafter 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 Principal

(SEAL) By _____

_____ _____

Witness as to Principal (Address)

_____ _____

(Address)

_____ _____

(Surety)

ATTEST:

_____

(Surety) Secretary

(SEAL)

_____ _____

Witness as to Surety Attorney-in-fact

_____ _____

(Address) (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	Principal
(SEAL)	By _____
_____	_____
Witness as to Principal	(Address)
_____	_____
(Address)	
_____	_____
	(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____	_____
Witness as to Surety	Attorney-in-fact
_____	_____
(Address)	(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

(SEAL)

_____
Authorized Officer or Agent

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 construction of new sidewalk on the north side of Wright Street between Wilkinson Avenue and Van Evera Avenue, and signage and striping at multiuse path crossings of Sugarloaf Avenue and Wright Street.

2. The construction influence area (C.I.A.) shall include the following: Various locations throughout the City of Marquette 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

2. Spectrum Mid-America LLC
Brian Koski
359 U.S. 41 East
Negaunee, MI 49866
(906) 475-0107 ext. 1038
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

4. Peninsula Fiber Network
Dan Nedeau
108 W. Superior Street
Munising, MI 49862
(906) 387-0034
dnedeau@jamadots.net

5. SEMCO
Jeff Gregorich
34 U.S. 41 East
Negaunee, MI 49866
(810) 887-5170
jeffrey.gregorich@semcoenergy.com

6. Marquette Department of Public Works
Scott Cambensy
1100 Wright Street
Marquette, MI 49855
(906) 225-8977
scambensy@marquettemi.gov

7. Marquette Township
Leonard Bodenus
1000 Commerce Drive
Marquette, MI 49855
(906) 228-6220
lbodenus@marquettetownship.org

8. Northern Natural Gas
   Karen Perreault
   118 U.S. 41 East
   Negaunee, MI 49866
   (402) 530-3102
   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.

5.05 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, 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.

5.08 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 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.

5.11 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.

5.12 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. Shrubbery 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 RESTORATION OF PRIVATE PROPERTY

Surface restoration on private property resulting from installation of services will be paid for at contract unit prices, for restoration work within an influence area of ten feet each side of the trench centerline. Any restoration work outside the influence area, or restoration work occasioned by negligence on the part of the contractor shall be made at the contractor's expense.

5.14 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.

5.15 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.

5.16 HISTORICAL AND ARCHAEOLOGICAL SIGNIFICANCE

If the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily suspended. The Contractor shall notify the Engineer or his/her designee, who will determine if the artifacts are of any value to the City of Marquette for historical purposes. The Contractor shall protect the site in such a manner as to preserve the artifacts encountered. If the artifacts are determined to be of historical importance, the artifacts shall remain the property of the City of Marquette.

Claims for extra compensation due to down time may be directed to the engineer in writing for his review.

5.17 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.

5.18 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

Pay Item	**Pay Unit**
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).

Pay Item	Pay Unit
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

Percentage of Original Contract Amount Earned	Percentage of Bid Price for Mobilization Allowed
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 DISPOSAL OF SURPLUS & UNSUITABLE MATERIAL

A. General Description

The Contractor shall dispose of surplus and unsuitable material outside of the right-of-way of the Project area. The Contractor shall obtain and file with the Engineer, written permission from the owner of the property on which the material is to be placed. Surplus and unsuitable materials shall not be disposed of in any areas defined as wetlands or flood plains without obtaining permits from the regulatory agencies having jurisdiction over such land use. The Contractor shall be responsible for and obtain any necessary permits pertaining to compliance with the Soil Erosion and Sedimentation Control Act, for disposal areas. Cost of obtaining any permits relating to disposal sites shall be included in the unit bid price for Peat Excavation, Section 205 of the 2020 Standard Specifications.

7.03 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) × 100]
Mg% = [(Mg/CEC) × 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.

Pay Item	Pay Unit
Topsoil Surface, 4 Inch	Syd

7.04 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 at 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.

7.05 REMOVING PAVEMENT

A. General Description

The 2020 MDOT Standard Specifications for construction is hereby modified to include removal of all bituminous pavements on this project regardless of thickness. Removal will be paid as "Earth Excavation" unless otherwise indicated on the plans.

7.06 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.

7.07 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.

Pay Item	Pay Unit
Soil Erosion and Sedimentation Control	LSUM

7.08 CONTRACTORS WHEN WORKING NEAR NATURAL GAS FACILITIES 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

7.09 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 ⅜" 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 ¾" 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

7.10 SOD

A. General

This section describes furnishing and laying live sod on lawn areas, shoulders, slopes, ditches, or at other designated locations, as the plans show, the contract specifies or as the engineer directs.

B. Materials

1. *Sod*

a) The sod shall consist of a dense, well-rooted growth of permanent and desirable grasses, indigenous to the general locality it is to be placed, that is practicably free from weeds or undesirable grasses. When cutting the sod, the grass should be approximately 2 inches long. If longer, cut the grass to approximately this length and rake the sod free of debris.

b) Cut the sod in uniform commercial size strips.

c) Make the sod thickness as uniform as possible, approximately 3/4 inch or more, depending on the nature of the sod, so that practicably all of the dense root system is retained, but exposed, in the sod strip and so that handling the sod causes no undue tearing or breaking.

d) If the sod is in a dry condition such that cutting it causes crumbling or breaking, the contractor shall, at least 12 hours before cutting, apply water to it in sufficient quantities to provide a well-moistened sod throughout the depth it is cut.

e) Sod provided under for lawns shall have a lush appearance, be dense, have a uniform texture, and be bright in color throughout. The sod shall not contain blade widths of 1/4 inch or greater. Provide a weed free sod that contains no more than 3/8 inch of thatch over the base soil. The sod shall consist of a blend or mix of at least 4 fine-leafed turf grasses. At least 2/3 of the grasses by weight, as determined by initial seeding proportions, consists of improved/elite type Kentucky bluegrass varieties.

f) Sod used for soil erosion control, ditches, shoulders, will be a low maintenance type, dense, and of uniform texture. Provide a sod free of noxious weeds and that contains a combined total of 3 percent or less grassy weeds, sedges, broadleaf weeds, or coarse grasses. The sod shall consist of a blend or mix of at least 4 fine-leafed turf grasses. At least 70 percent of the grasses by weight, as determined by initial seeding proportions, shall consist of acceptable low maintenance varieties or species as listed by the University of Wisconsin, Madison, horticulture department, turf grass extension.

2. Water

a) When watering sodded areas, use clean water, free of impurities or substances that might injure the sod.

C. Construction

1. Preparing the Earth Bed

Before sodding, construct the proposed area to the required cross-section and contour, and round the tops and bottoms of the slopes to a minimum 4-foot radius curve. Ensure that the sodded areas are free from stones, roots, or other undesirable foreign material. Loosen the soil on the sodded area to at least one inch deep and bring it to a reasonably fine granular texture by equipment or hand methods adapted to the purpose.

2. ***Placing the Sod***

a) Moisten the earth bed that the sod is being placed on to the loosened depth, if not naturally sufficiently moist. Do not place frozen sod, nor place sod on frozen soil. Place the sod on the bed within approximately 24 hours after cutting. Lay the sod so that the joints at abutting ends of sod strips are not continuous. Lay each sod strip to abut snugly against the previously laid strip.

b) Lay sod in strips of commercial size where possible. Do not lay partial-size strips of sod smaller than 18 inches by 24 inches. When laying the sod, roll it or firmly but lightly tamp with suitable wooden or metal tampers to set or press the sod into the underlying soil.

c) At points where water will flow over a sodded area, turn the upper edges of the sod strips into the soil below the adjacent area and place a layer of earth over this juncture. Compact the earth thoroughly so surface water flows over the upper edge of the sod.

d) At the limits of sodded areas, if possible, place the end strips to achieve a broken line, and turn the ends of the strips in and treat as described above.

3. Staking and Cleanup

a) On all slopes steeper than one unit vertical to 4 units horizontal (1:4), stake the sod, or peg with pieces of plasterers' lath or equivalent stakes, at least 6 inches long, spaced as the soil nature and slope steepness dictate, from 18 to 36 inches apart along the length of the sod strip. If possible, place stakes near the top edge of the sod strip and drive plumb through the sod. After installing, stakes should hold the sod firmly in place and present no danger to pedestrians or mowing crews.

b) Stake all sod placed in ditches, flumes, or other drainage components, where a concentrated flow of water is expected, regardless of the slope. After completing the surface staking, clear the surface of loose sod, excess soil, or other foreign material.

4. Watering

Watering will be incidental to sod placement. Furnish and apply water to sodded areas. After staking and cleanup, moisten the sod every day for the first week thoroughly by sprinkling with water. Keep all sodded areas thoroughly moist by watering or sprinkling if rainfall is not enough to achieve a shallow root system to the earth bed. In order to encourage deep root growth, slowly start watering the sod less after the first week for another two weeks. Irrigating the sod with a lot of water, but not every day will encourage the sod to send out deeper roots. The roots must reach deeper to find moisture. The contractor will water for 3 weeks after sod placement or as the engineer directs. After this 3-week period the homeowner will be responsible for the continued watering and care of the newly sodded area.

D. Measurement & Payment

The department will measure sod intended for lawn use, for soil erosion control, ditches, and shoulder areas by the square yard acceptably completed.
Payment for Sodding, Class __ is full compensation for preparing the earth bed; and for furnishing, placing, staking, and rolling the sod. Payment also includes watering if the contract does not contain the Sod Water bid item.

Pay Item	**Pay Unit**
Sodding, Class____	Syd

7.11 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.

7.12 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 = cylinder break strength/ 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

7.13 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.

Pay Item	Pay Unit
Root Removal	Syd

7.14 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	50 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.

Pay Item	Pay Unit
Traffic Control	LS

7.15 Sign, W11-15 W/ Flashing LED, Solar, Fluorescent Yellow

A. Description

The pay item covers the materials for and installation of a 30"x30" fluorescent yellow green W11-15 Type IX reflective sign with yellow flashing LEDs around the perimeter as well as, the solar cell and batteries necessary for 24/7 flashing operation. Lights are to flash at a rate of 50-60 times per minute. "Flashing LED W11-15 Share the Road Sign SKU: SOLAR – W11-15" sold by Dornbos Sign and Safety or approved equal.

B. Construction Methods

The Contractor shall install the sign per the detail included the project plans.

C. Measurement and Payment

Payment shall be made at the contract unit price per each sign. The contract unit price for "Sign, W11-15 W/ Flashing LED, Solar, Fluorescent Yellow" includes the sign, LEDs, batteries, solar cell, mounting hardware, and installation.

Pay Item	Pay Unit
Sign, W11-15 W/ Flashing LED, Solar, Fluorescent Yellow	Each

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	☐	
8", 10", 12"	Diamond Plastics	SDR 26	☐	
	Northern Pipe Products	SDR 26	☐	
	JM Eagle	SDR 26	☐	
4", 6"		SCH 40	☐	
			☐	Submit Shop Drawings
PVC Fittings	GPK Products		☐	
4", 6", 8", 10" 12"	_____	_____	☐	Submit Shop Drawings
Concrete Pipe	U.P. Pipe		☐	
12", 15", 18", 24", 30", 36"	Concrete Industries, Inc.		☐	
	_____	_____	☐	Submit Shop Drawings
Monument Box	ej	2970	☐	
	_____	_____	☐	Submit Shop Drawings
Sanitary Manholes	U.P. Pipe		☐	
4', 5', 6' 8' Dia.	Concrete Industries, Inc.		☐	
	_____	_____	☐	Submit Shop Drawings
Manhole Cover	ej	Cat. No. 1040, Type A	☐	
MDOT "Q"			☐	Submit Shop Drawings
Miscellaneous Fittings	Fernco Couplings		☐	
	_____		☐	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	☐	
Composite Adjustment Riser	Cretex	PRO-RING	☐	
			☐	
			☐	Submit Shop Drawings
Self Leveling Assembly	ej	1040APT	☐	
	_____	_____	☐	Submit Shop Drawings
			☐	
			☐	Submit Shop Drawings
			☐	
			☐	Submit Shop Drawings
			☐	
			☐	Submit Shop Drawings
			☐	
			☐	Submit Shop Drawings
			☐	
			☐	Submit Shop Drawings
			☐	
			☐	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		☐	
4", 6", 8", 10", 12", 14", 16"	Griffin Pipe		☐	
18", 20", 24", 30", 36"	U.S. Pipe	Tyton Joint Pipe	☐	
	McWane Ductile		☐	
	_____	_____	☐	Submit Shop Drawings
Bends	Tyler Pipe		☐	
4", 6", 8", 10", 12", 14", 16"	Sigma Pipe		☐	
	Clow Pipe		☐	
	Griffin Pipe		☐	
	_____	_____	☐	Submit Shop Drawings
Tees	Tyler Pipe		☐	
4", 6", 8", 10", 12", 14", 16"	Sigma Pipe		☐	
	Clow Pipe		☐	
	Griffin Pipe		☐	
	_____	_____	☐	Submit Shop Drawings
Solid Sleeves	Tyler Pipe		☐	
4", 6", 8", 10", 12", 14", 16"	Sigma Pipe		☐	
	Clow Pipe		☐	
	Griffin Pipe		☐	
	_____	_____	☐	Submit Shop Drawings
Crosses	Tyler Pipe		☐	
4", 6", 8", 10", 12", 14", 16"	Sigma Pipe		☐	
	Clow Pipe		☐	
	Griffin Pipe		☐	
	_____	_____	☐	Submit Shop Drawings
Cutting-in-Sleeve	Tyler Pipe		☐	
4", 6", 8", 10", 12", 14", 16"	Sigma Pipe		☐	
	Clow Pipe		☐	
	Griffin Pipe		☐	
	_____	_____	☐	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		☐	
4", 6", 8", 10", 12", 14", 16"	Sigma Pipe		☐	
	Clow Pipe		☐	
	Griffin Pipe		☐	
	_____	_____	☐	Submit Shop Drawings
Plugs and Caps	Tyler Pipe		☐	
4", 6", 8", 10", 12", 14", 16"	Sigma Pipe		☐	
	Clow Pipe		☐	
	Griffin Pipe		☐	
	_____	_____	☐	Submit Shop Drawings
R.S. Gate Valve	American Flow Control	Series 2500	☐	
4", 6", 8", 10", 12"	ej	Flow Master Series A	☐	
	Mueller	Series 2360	☐	
	Clow	F-6100	☐	
	M&H Valve	Style 4067	☐	
	_____	_____	☐	Submit Shop Drawings
Butterfly Valve	Mueller	Lineseal III	☐	
10", 12", 14", 16"	Clow	Style 4500	☐	
18", 20", 24"	M&H Valve	Style 4500	☐	
	_____	_____	☐	Submit Shop Drawings
Tapping Valve	American Flow Control	Series 2500	☐	
4", 6", 8", 10", 12", 16"	ej		☐	
	Mueller		☐	
	Clow	F-6106	☐	
	M&H Valve		☐	
	_____	_____	☐	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	☐	
UL listed	American Flow Control	Waterous Pacer	☐	
	_____	_____	☐	Submit Shop Drawings
Valve Boxes	Tyler Pipe	6860	☐	
2", 4", 6", 8", 10", 12", 16"	Sigma Pipe		☐	
	ej	8560	☐	
	_____	_____	☐	Submit Shop Drawings
Joint Restraint	Tyler Pipe		☐	
4", 6", 8", 12", 14", 16"	Sigma Pipe		☐	
	EBAA Iron	MEGALUG	☐	
	_____	_____	☐	Submit Shop Drawings
Anchor Coupling	Tyler Pipe		☐	
4", 6", 8", 12", 14", 16"	Sigma Pipe		☐	
	Clow Pipe		☐	
	Griffin Pipe		☐	
	_____	_____	☐	Submit Shop Drawings
Gate Valve Adapter	Adaptor Inc.		☐	
4", 6", 8", 12"	_____	_____	☐	Submit Shop Drawings
Self Leveling Valve Box Riser	ej	8555	☐	
	_____	_____	☐	Submit Shop Drawings

CITY OF MARQUETTE
PRE-APPROVED MATERIALS LIST
WATER SERVICES

ITEM	MANUFACTURE (Add new Manufacture)	Series or Part No. (Add new Series/Part No.)	Item Used (Check Appropriate Box)	Comments
Corporation Stops	Mueller	P-15008N	☐	
3/4", 1", 1 1/4", 1 1/2", 2"	Ford	F1000-NL	☐	
	_____	_____	☐	Submit Shop Drawings
Service Saddles	Mueller	BR2B	☐	
1 1/4", 1 1/2", 2"	Mueller	BR2S	☐	
x 4", 6", 8", 10", 12", 16"	Ford	101B	☐	
	Ford	202B	☐	
	_____	_____	☐	Submit Shop Drawings
Curb Stops	Mueller	P-15209N	☐	
3/4", 1", 1 1/4", 1 1/2" 2"	Ford	B44-444M-NL	☐	
	_____	_____	☐	Submit Shop Drawings
Curb Stop Box	Tyler	6500 Series, 101-F	☐	
3/4", 1", 1 1/4", 1 1/2"	Sigma	VB701F	☐	
	_____	_____	☐	Submit Shop Drawings
Service Piping (Type K)	Cambridge-Lee		☐	
3/4", 1", 1 1/4", 1 1/2", 2"	Cerro		☐	
	Mueller		☐	
	_____		☐	Submit Shop Drawings
_____	_____	_____	☐	Submit Shop Drawings
_____	_____	_____	☐	Submit Shop Drawings
_____	_____	_____	☐	Submit Shop Drawings
_____	_____	_____	☐	Submit Shop Drawings
_____	_____	_____	☐	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 Top	Argonics Inc.	Part No. mm-cm-2201	☐	
MDOT "L", "K" Cover	ej	Cat. No. K-7045 L-7055	☐	
MDOT "B" Cover	ej	Cat. No. 1040, Type B	☐	
MDOT "E" Cover	ej	Cat. No. 1040, Type 02	☐	
MDOT "C" Cover	ej	Cat. No. 7065	☐	
Reinforced Concrete Pipe	U.P. Pipe		☐	
12", 15", 18", 24", etc.	Concrete Industries, Inc.		☐	
	_____	_____	☐	Submit Shop Drawings
Drainage Stuctures	U.P. Pipe		☐	
2', 4', 5', 6', 8' Dia.	Concrete Industries, Inc.		☐	Do not supply 2' Dia.
	_____	_____	☐	Submit Shop Drawings
Precast Sump	U.P. Pipe		☐	
2', 4' Dia.	Concrete Industries, Inc.		☐	Do not supply 2' Dia.
	_____	_____	☐	Submit Shop Drawings
Reinforced Pre-cast Conc.	U.P. Pipe		☐	
End Sect. 12", 15", 18", 24" etc.	Concrete Industries, Inc.		☐	
	_____	_____	☐	Submit Shop Drawings
Silt Fence	Rhino Seed and Landscape		☐	
	Price and Company		☐	
	_____	_____	☐	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		☐	
	Volm Companies, Inc.		☐	
			☐	
			☐	
			☐	
Multi-Purpose Rubber	ej	INFRA-RISER	☐	
Composite Adjustment Riser	Cretex	PRO-RING	☐	
			☐	
			☐	Submit Shop Drawings
Self Leveling Assembly	ej	1040APT	☐	
	_____	_____	☐	Submit Shop Drawings
			☐	
			☐	Submit Shop Drawings
			☐	
			☐	Submit Shop Drawings
			☐	
			☐	
			☐	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	☐	
	American Steel & Wire	Joliet. IL Plant	☐	
	Gerdau Ameristeel Corp.	Sayreville, NJ Plant	☐	
	_____	_____	☐	Submit Test Data
Epoxy Coating	ABC Coating Co.	Wyoming, MI Plant	☐	
	Co-Steel Sayreville	Syreville, NJ Plant	☐	
	Simcote	Marion, OH Plant	☐	
	_____	_____	☐	Submit Test Data
Fiber Joint Filler, Bituminized	W.R. Meadows, Inc.		☐	
	_____	_____	☐	Submit Test Data
Dectable Warning Surfaces	ADA Solutions	North Billerica, MA	☐	
	Access Products, Inc.	Buffalo, NY	☐	
	AlertTiles	Wilmington, NC	☐	
	Engineered Plastics, Inc.	Williamsville, NY	☐	
	_____	_____	☐	Submit Test Data
Cure and Seal	Dayton Superior	Cure & Seal LV 25% J2OUV	☐	
	The Euclid Chemical Co.	Luster Seal 300	☐	
	W.R. Meadows	VOCOMP -30	☐	
			☐	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		☐	
			☐	
			☐	Submit Shop Drawings
Seed and Seeding Mixtures	Allied Seed, L.L.C.		☐	
	C.S.I. / Geoturf Inc.		☐	
	Hanes Geo Components		☐	
	Rhino Seed Landscape & Supply		☐	
			☐	Submit Shop Drawings
Chemical Fertilizer			☐	
			☐	Submit Shop Drawings
Mulch Blankets	American Excelsior Co.		☐	
	S.I. Geosolutions / Land		☐	
	North American Green		☐	
	Rhino Seed & Landscape Supply		☐	
			☐	Submit Shop Drawings
			☐	
			☐	Submit Shop Drawings
			☐	
			☐	Submit Shop Drawings

APPENDIX II

PREVAILING WAGES

1. CITY OF MARQUETTE PREVAILING WAGE RESOLUTION

2. DAVIS BACON WAGE RATES – GENERAL DECISION MI20230001

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 I 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.

"General Decision Number: MI20230001 01/06/2023

Superseded General Decision Number: MI20220001

State: Michigan

Construction Types: Highway (Highway, Airport & Bridge xxxxx and Sewer/Incid. to Hwy.)

Counties: Michigan Statewide.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 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 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023

CARP0004-004 06/01/2019

REMAINDER OF STATE

	Rates	Fringes
CARPENTER (Piledriver)	$ 27.62	20.59

CARP0004-005 06/01/2018

LIVINGSTON (Townships of Brighton, Deerfield, Genoa, Hartland, Oceola & Tyrone), MACOMB, MONROE, OAKLAND, SANILAC, ST. CLAIR AND WAYNE COUNTIES

	Rates	Fringes
CARPENTER (Piledriver)	$ 30.50	27.28

ELEC0017-005 06/01/2022

STATEWIDE

	Rates	Fringes
Line Construction		
Groundman/Driver	$ 29.57	7.20+32%
Journeyman Signal Tech, Communications Tech, Tower Tech & Fiber Optic Splicers	$ 43.90	7.20+32%
Journeyman Specialist	$ 50.49	7.20+32%
Operator A	$ 37.13	7.20+32%
Operator B	$ 34.67	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 06/01/2022

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	$ 51.02	24.85
GROUP 2	$ 52.02	24.85
GROUP 3	$ 49.52	24.85
GROUP 4	$ 50.52	24.85
GROUP 5	$ 48.02	24.85
GROUP 6	$ 49.02	24.85
GROUP 7	$ 47.75	24.85
GROUP 8	$ 48.75	24.85
GROUP 9	$ 47.30	24.85
GROUP 10	$ 48.30	24.85
GROUP 11	$ 46.57	24.85
GROUP 12	$ 47.57	24.85
GROUP 13	$ 46.21	24.85
GROUP 14	$ 47.21	24.85
GROUP 15	$ 45.57	24.85
GROUP 16	$ 42.37	24.85
GROUP 17	$ 27.89	12.00
GROUP 18	$ 31.38	24.85

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 06/01/2022

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	$ 51.02	24.85
GROUP 2	$ 47.75	24.85
GROUP 3	$ 46.21	24.85
GROUP 4	$ 42.37	24.85
GROUP 5	$ 27.89	12.00
GROUP 6	$ 31.38	24.85
AREA 2		
GROUP 1	$ 51.02	24.85
GROUP 2	$ 47.75	24.85
GROUP 3	$ 46.21	24.85
GROUP 4	$ 42.37	24.85
GROUP 5	$ 27.89	12.00
GROUP 6	$ 31.38	24.85

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

ENGI0324-005 09/01/2022

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	$ 39.38	24.85
GROUP 2	$ 34.65	24.85
GROUP 3	$ 33.92	24.85
GROUP 4	$ 33.35	24.85
GROUP 5	$ 24.90	12.05
AREA 2:		
GROUP 1	$ 37.67	24.85
GROUP 2	$ 32.78	24.85
GROUP 3	$ 32.28	24.85
GROUP 4	$ 32.00	24.85
GROUP 5	$ 24.90	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 06/01/2022

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	$ 38.86	24.85
GROUP 2	$ 32.13	24.85
GROUP 3	$ 31.57	24.85
GROUP 4	$ 31.40	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 05/01/2022

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	$ 37.40	24.60
Crane operator, main boom & jib 120' or longer	$ 43.87	24.60
Crane operator, main boom & jib 140' or longer	$ 44.17	24.60
Crane operator, main boom & jib 220' or longer	$ 44.17	24.60
Mechanic with truck and tools	$ 43.00	24.60
Oiler and fireman	$ 35.86	24.60
Regular operator	$ 41.22	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, 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
OPERATOR: Power Equipment (Sewer Relining)		
GROUP 1	$ 35.37	14.31
GROUP 2	$ 33.33	14.31

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

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ENGI0325-012 05/01/2022

	Rates	Fringes
Power equipment operators - gas distribution and duct installation work:		
GROUP 1	$ 34.83	24.85
GROUP 2	$ 32.55	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). Oiler, hydraulic pipe pushing machine, grease person and hydrostatic testing operator.

IRON0008-007 06/01/2022

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	$ 38.14	28.70
General contracts less than $10,000,000	$ 38.14	28.70

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 07/01/2022

LENAWEE AND MONROE COUNTIES:

	Rates	Fringes
IRONWORKER		
Pre-engineered metal buildings.....	$ 23.59	19.35
All other work.....	$ 33.00	27.20

IRON0292-003 06/01/2020

BERRIEN AND CASS COUNTIES:

	Rates	Fringes
IRONWORKER (Including pre-engineered metal building erector).....	$ 31.75	22.84

IRON0340-001 06/19/2022

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)	$ 24.59	25.43

LABO0005-006 10/01/2022

	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	$ 25.18	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	$ 21.88	13.26
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	$ 23.74	12.95
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	$ 26.33	12.95
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.....$ 27.13 14.95
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.....$ 26.21 16.62
     Work performed in
     conjunction with site
     preparation not requiring
     the use of personal
     protective equipment;
     Also, Level D.....$ 24.75 16.35

 LABO0259-001 09/01/2022

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, aquafers, 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 06/01/2022

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	$ 32.02	13.95
GROUP 2	$ 32.15	13.95
GROUP 3	$ 32.33	13.95
GROUP 4	$ 32.41	13.95
GROUP 5	$ 32.62	13.95
GROUP 6	$ 32.92	13.95
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 04/01/2022

MICHIGAN STATEWIDE

	Rates	Fringes
LABORER (DISTRIBUTION WORK)		
Zone 1	$ 25.17	13.32
Zone 2	$ 23.47	13.40
Zone 3	$ 21.60	13.45
Zone 4	$ 20.97	13.43
Zone 5	$ 21.00	13.40

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 06/02/2022

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
PAINTER	$ 24.66	14.99

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. $470.70 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

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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)	$ 22.89	13.45
LINE PROTECTOR (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)	$ 20.19	13.45
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1	$ 30.52	13.45
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2	$ 27.47	13.45
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1	$ 26.92	13.45
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2	$ 24.23	13.45

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.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

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

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 National Office because National Office has 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

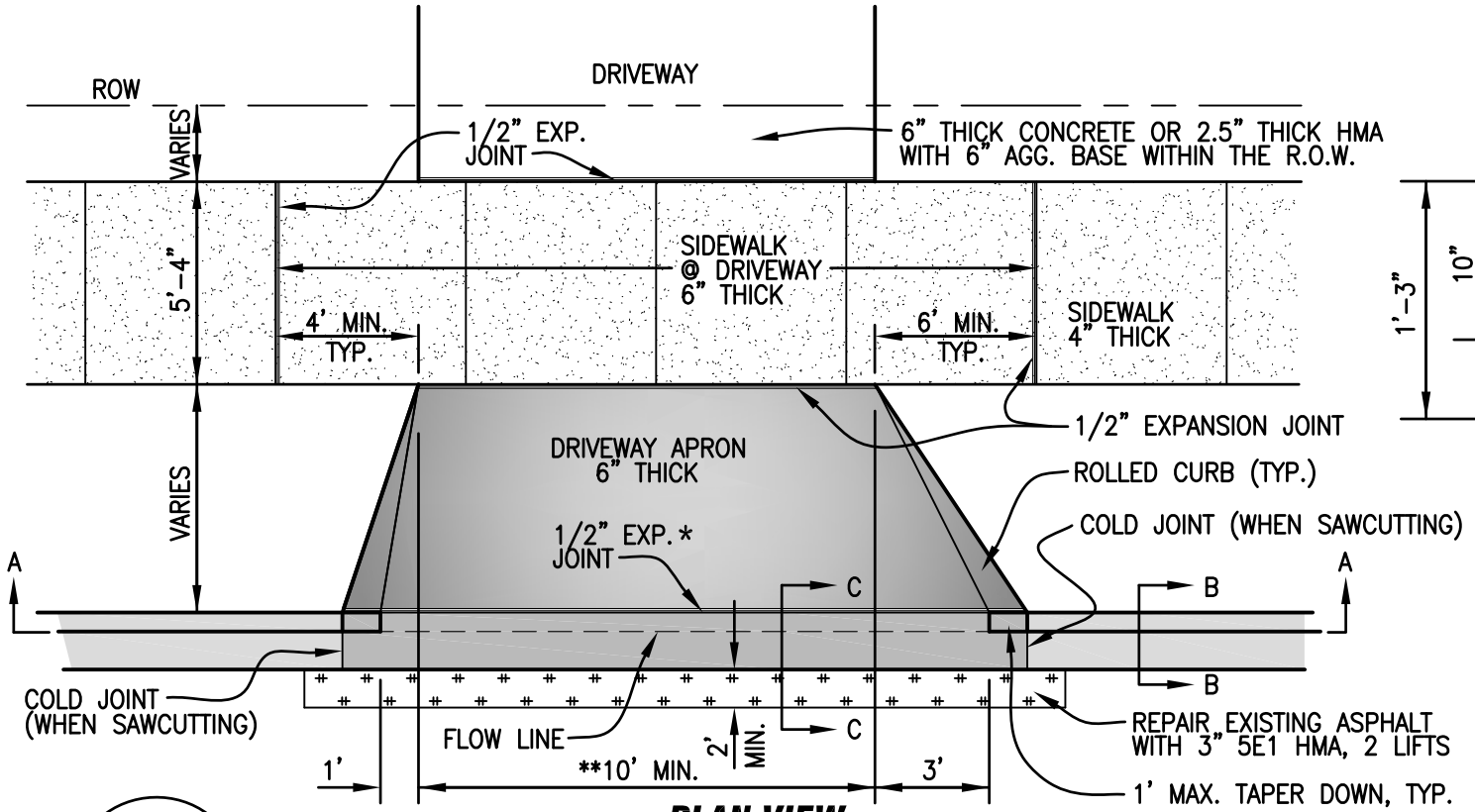
4.) All decisions by the Administrative Review Board are final.

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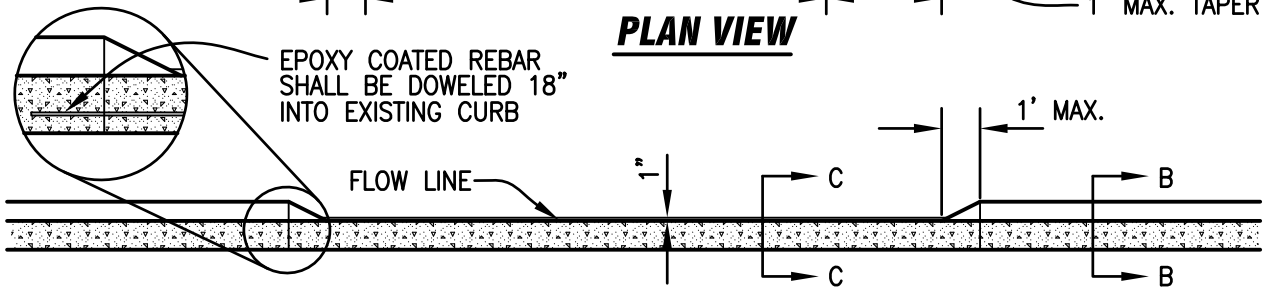
END OF GENERAL DECISIO"

APPENDIX III

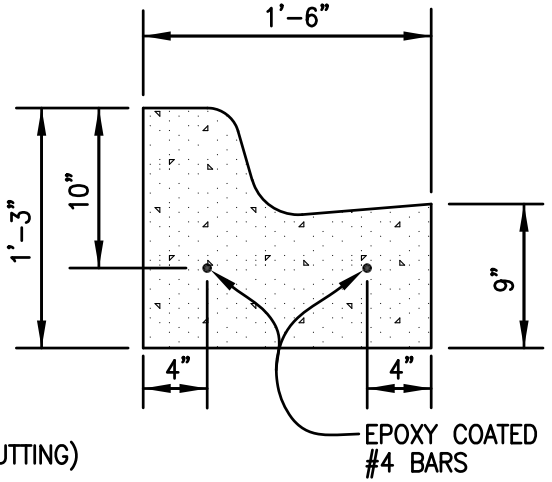
CONCRETE CURBING, SIDEWALK AND DRIVEWAY DETAILS



PLAN VIEW

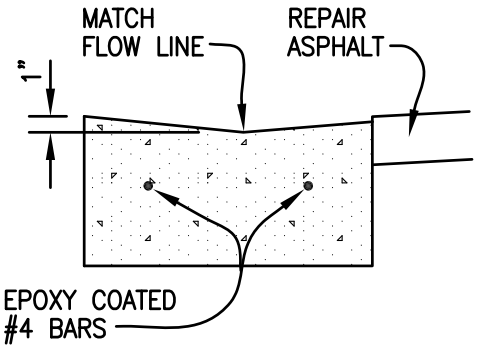


SECTION A-A



TYPICAL C2 CURB

SECTION B-B



SECTION C-C

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.

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'

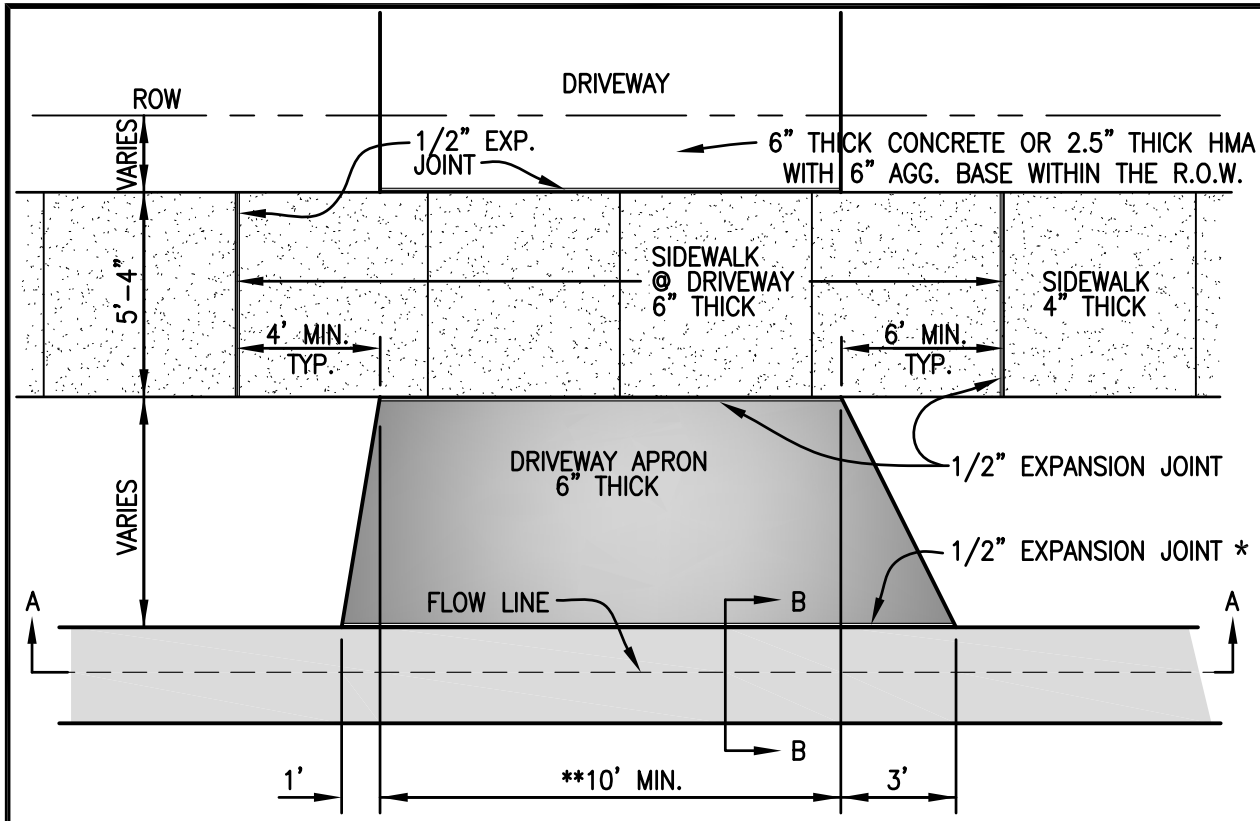
** DEFINES CURB CUT WIDTH

CITY ENGINEER'S OFFICE
MARQUETTE, MICHIGAN
1100 WRIGHT STREET, MARQUETTE, MI 49855
PHONE (906)228-0440

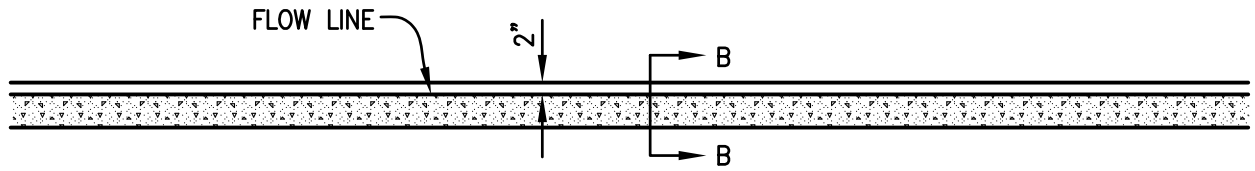
STANDARD DETAILS

DRIVEWAY & APRON DETAIL WITH C2 CURB AND GUTTER

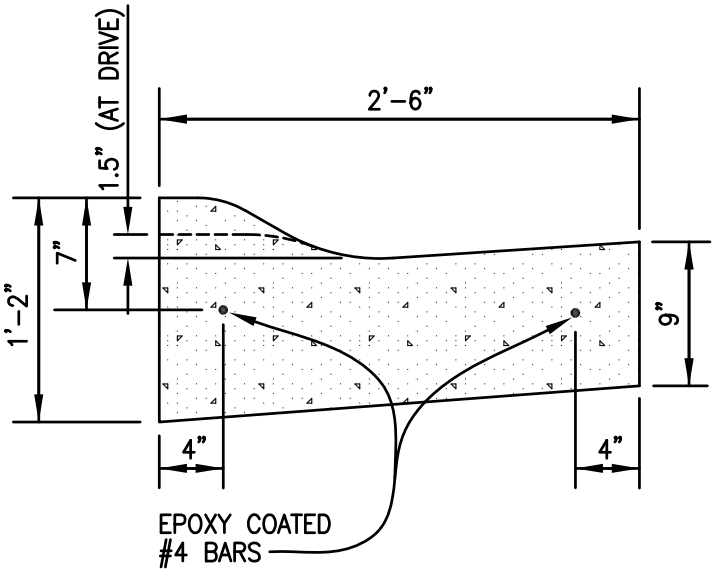
APPROVED BY: M. KILPELA, P.E.
DRAWN BY: D. SALMON
DATE: JULY 29, 2021
PROJECT FOLDER: J:\CADFILES\STD_DTLS
FILE NAME: DRIVE DETAIL REV 2021.DWG



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'

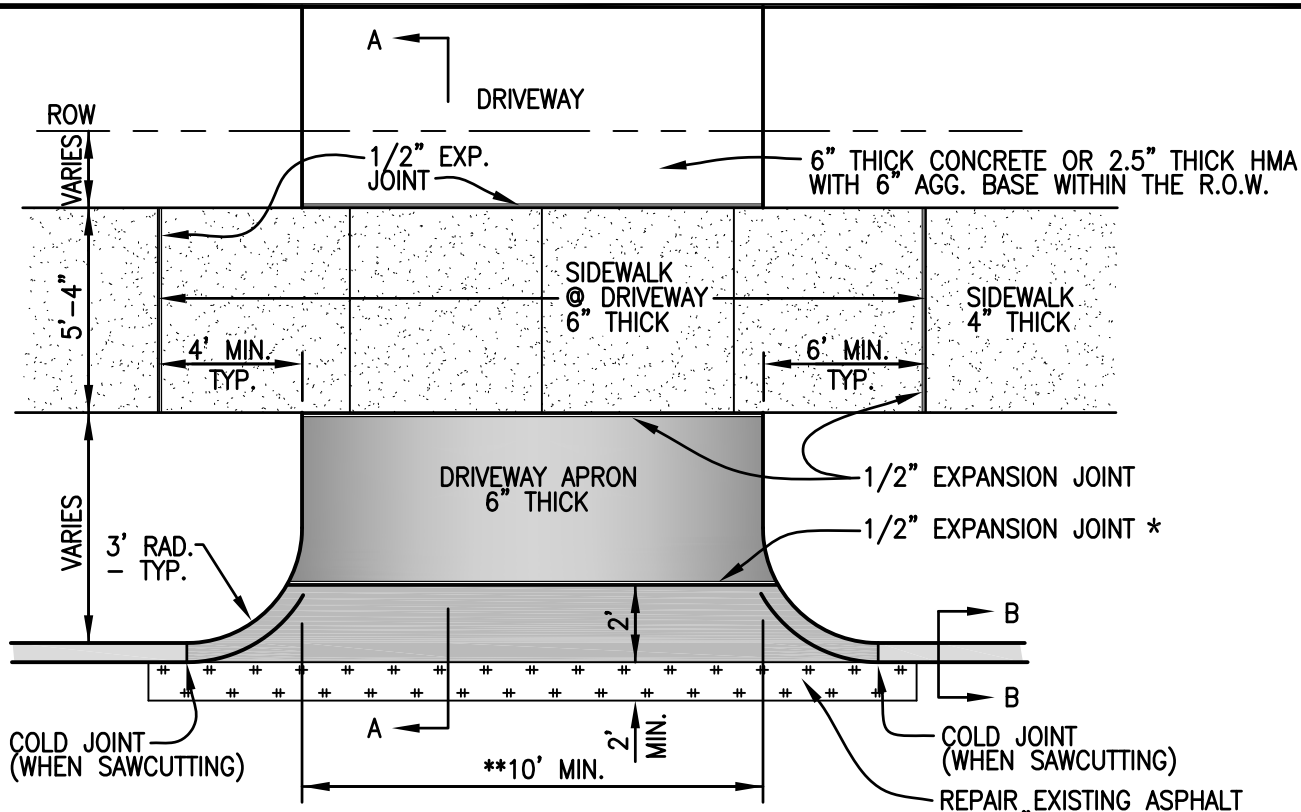
** DEFINES CURB CUT WIDTH

CITY ENGINEER'S OFFICE
MARQUETTE, MICHIGAN
1100 WRIGHT STREET, MARQUETTE, MI 49855
PHONE (906)228-0440

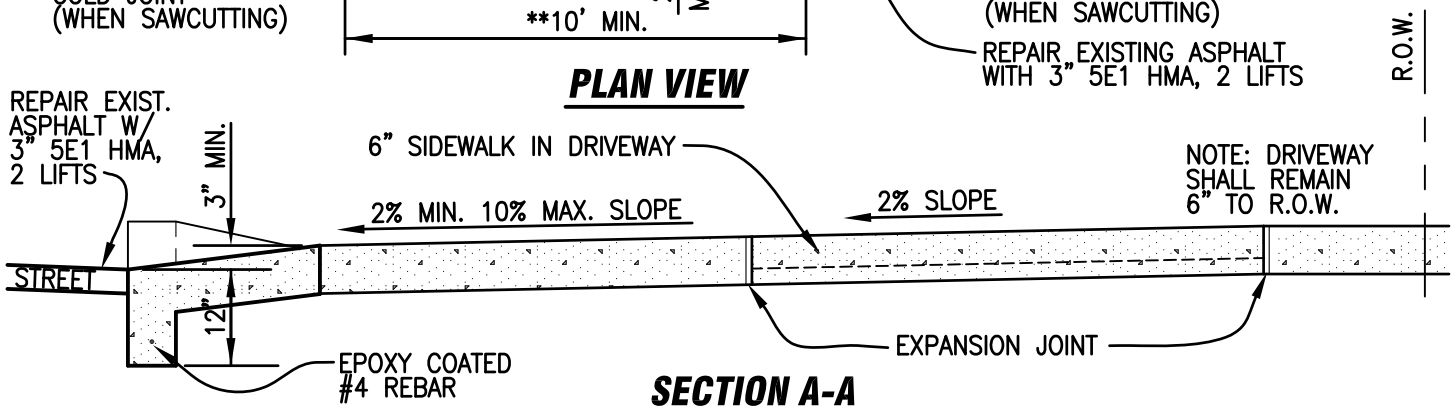
STANDARD DETAILS

DRIVEWAY & APRON DETAIL WITH D2 CURB AND GUTTER

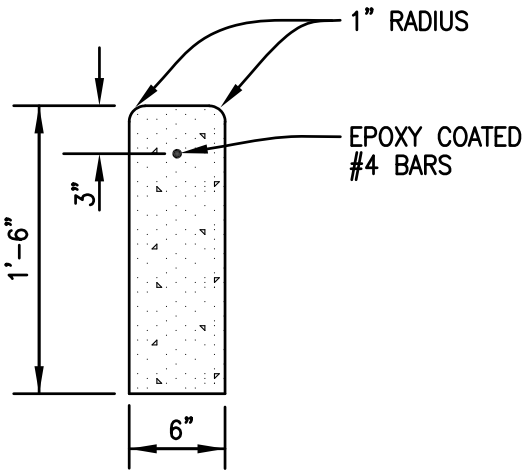
APPROVED BY: M. KILPELA, P.E.
DRAWN BY: D. SALMON
DATE: JULY 29, 2021
PROJECT FOLDER: J:\CADFILES\STD_DTLS
FILE NAME: DRIVE DETAIL REV 2021.DWG



PLAN VIEW

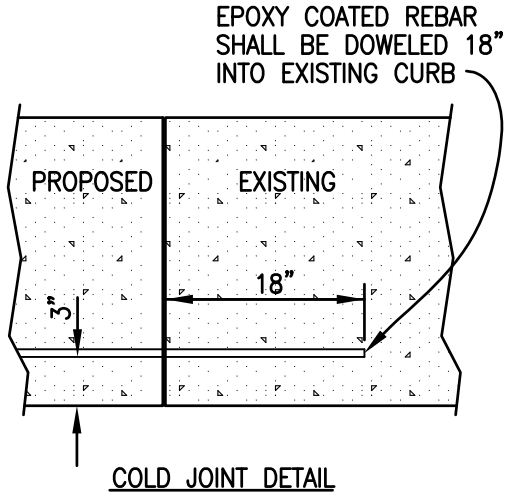


SECTION A-A



TYPICAL CITY STRAIGHT CURB

SECTION B-B



COLD JOINT DETAIL

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 – 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'

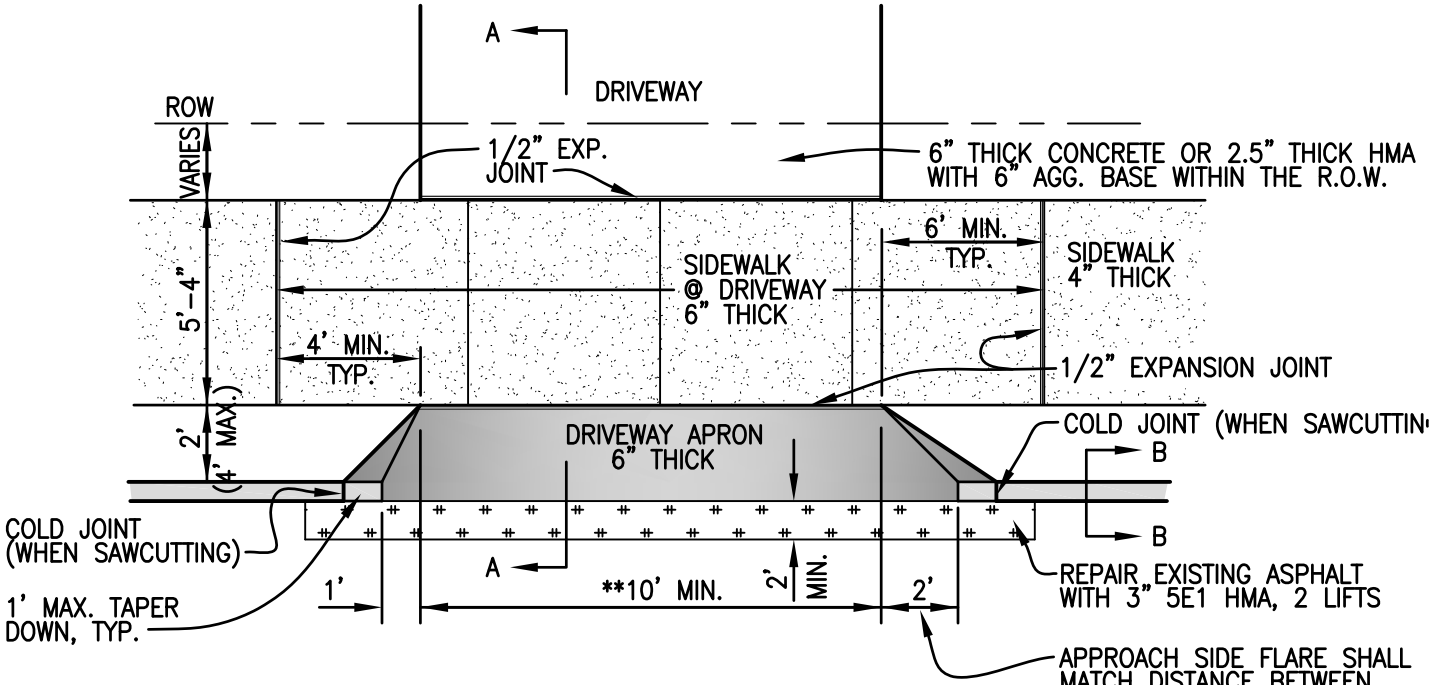
** DEFINES WIDTH CURB CUT WIDTH

CITY ENGINEER'S OFFICE
MARQUETTE, MICHIGAN
1100 WRIGHT STREET, MARQUETTE, MI 49855
PHONE (906)228-0440

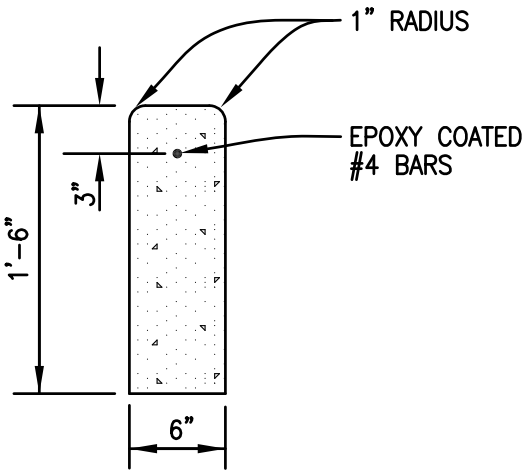
STANDARD DETAILS

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

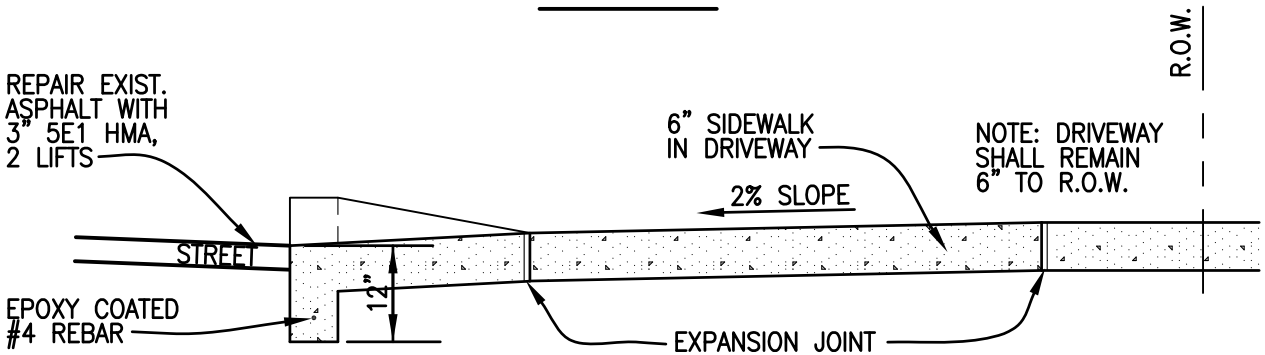


PLAN VIEW

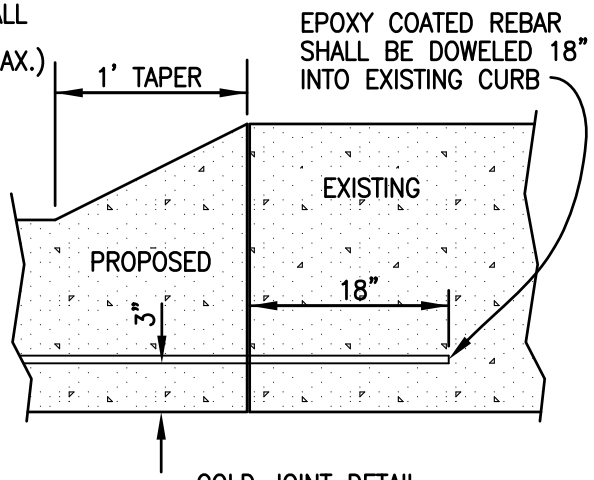


TYPICAL CITY STRAIGHT CURB

SECTION B-B



SECTION A-A



COLD JOINT DETAIL

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 – ALL CURBING SHALL BE 3500 PSI AND INCLUDE THE ADDITION OF FIBERGLASS FIBERS.

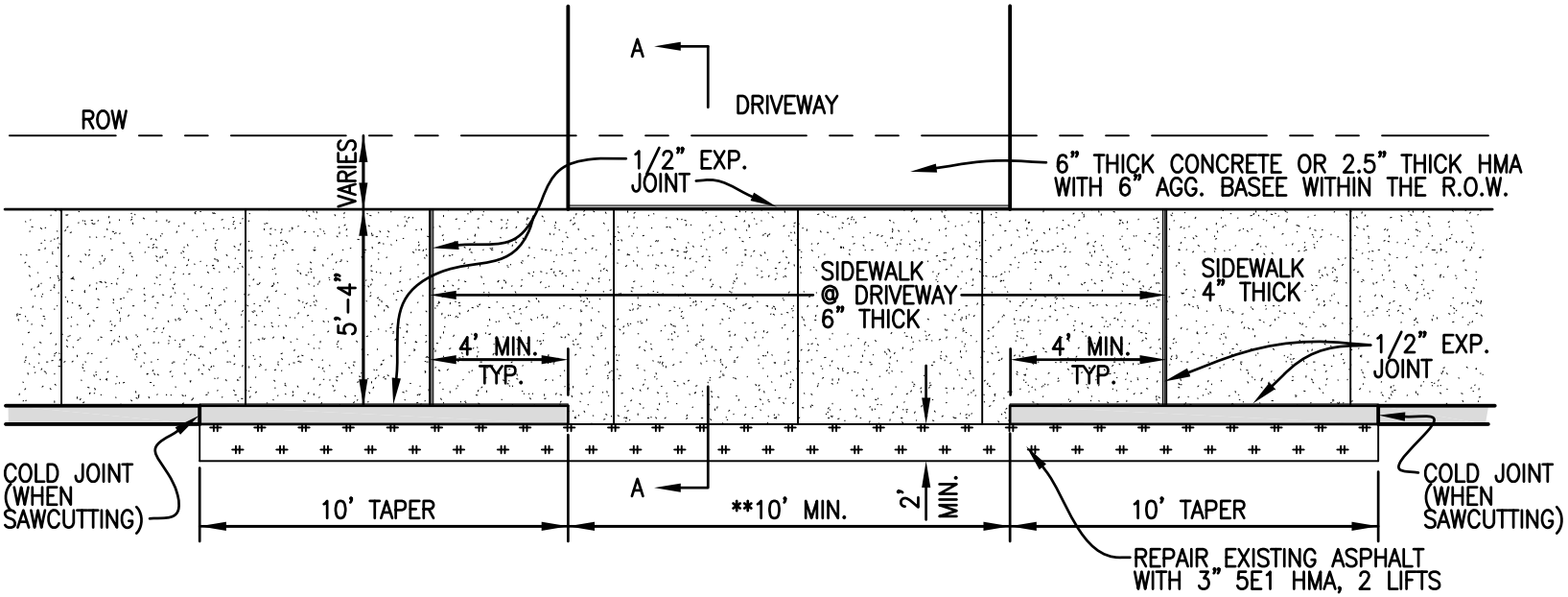
** DEFINES WIDTH CURB CUT WIDTH

CITY ENGINEER'S OFFICE
MARQUETTE, MICHIGAN
1100 WRIGHT STREET, MARQUETTE, MI 49855
PHONE (906)228-0440

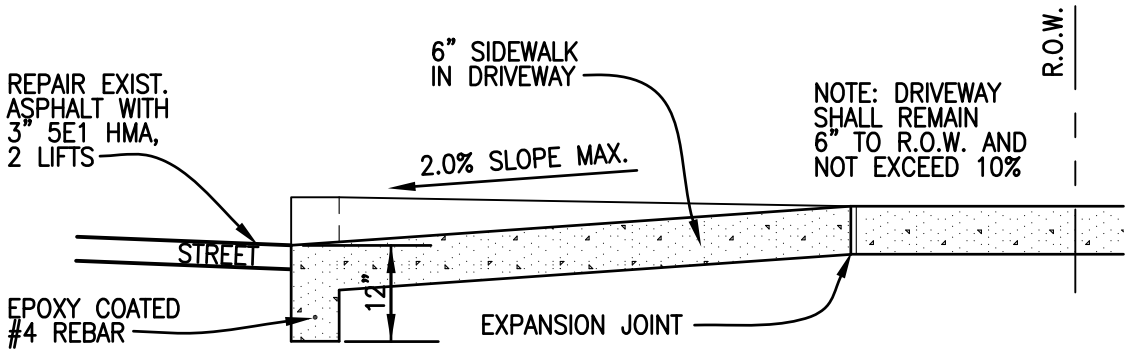
STANDARD DETAILS

DRIVEWAY & APRON DETAIL WITH CITY STRAIGHT CURB NEAR SIDEWALK

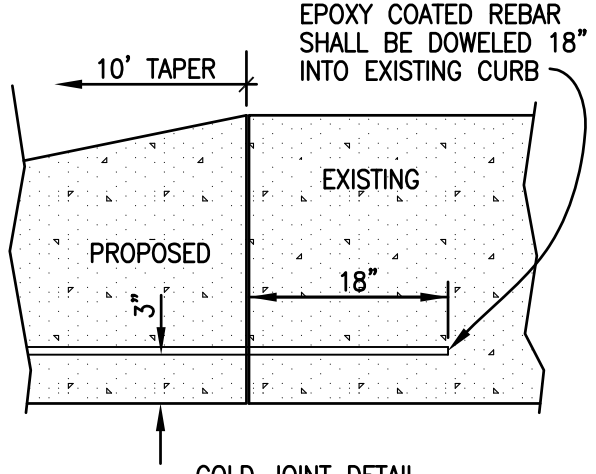
APPROVED BY: M. KILPELA, P.E.
DRAWN BY: D. SALMON
DATE: JULY 29, 2021
PROJECT FOLDER: J:\CADFILES\STD_DTLS
FILE NAME: DRIVE DETAIL REV 2021.DWG



PLAN VIEW



SECTION A-A



COLD JOINT DETAIL

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 – ALL CURBING SHALL BE 3500 PSI AND INCLUDE THE ADDITION OF FIBERGLASS FIBERS.

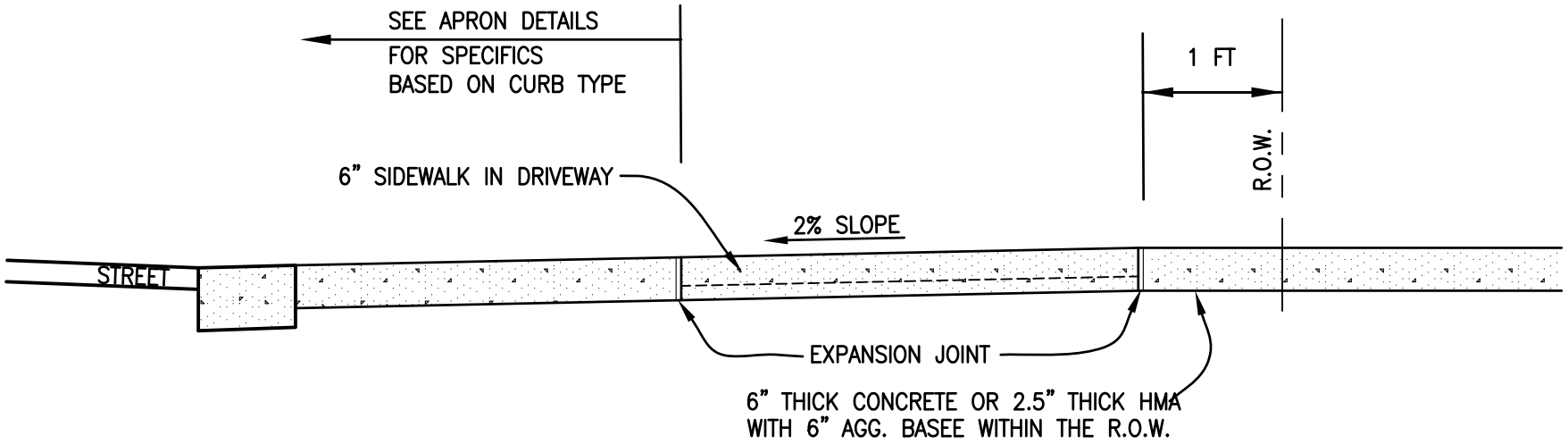
** DEFINES WIDTH CURB CUT WIDTH

CITY ENGINEER'S OFFICE
MARQUETTE, MICHIGAN
1100 WRIGHT STREET, MARQUETTE, MI 49855
PHONE (906)228-0440

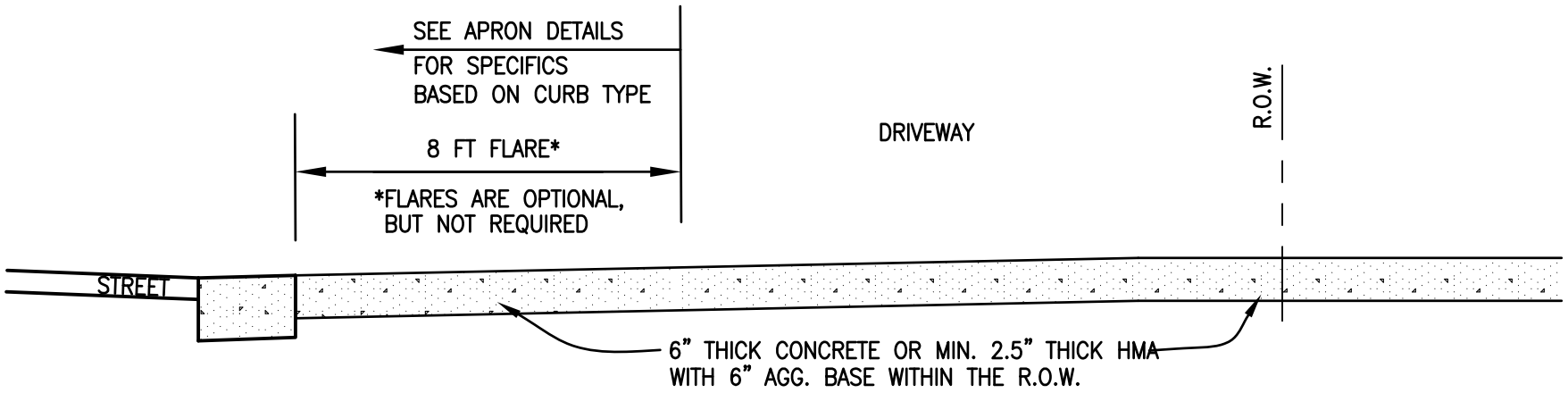
STANDARD DETAILS

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)

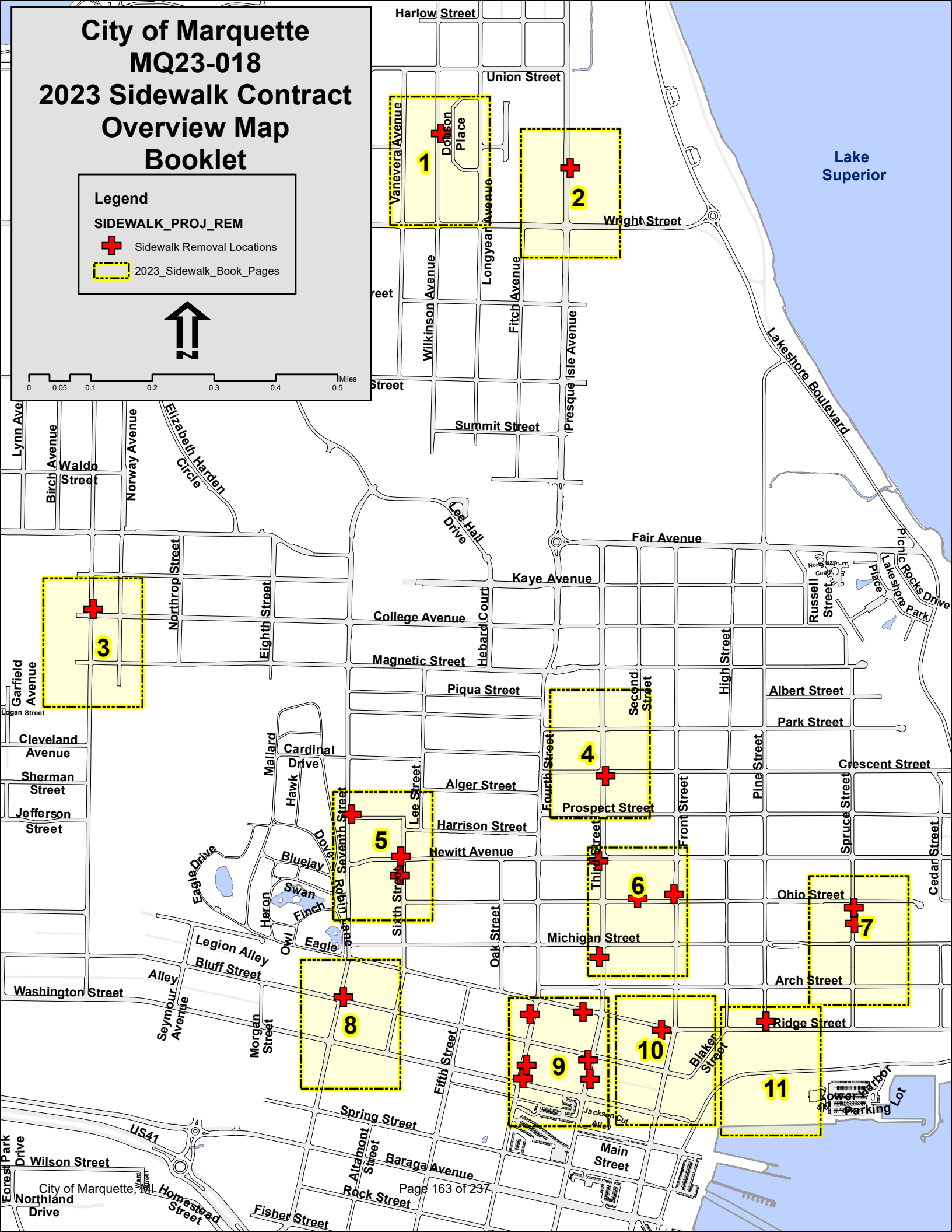
CITY ENGINEER'S OFFICE MARQUETTE, MICHIGAN 1100 WRIGHT STREET, MARQUETTE, MI 49855 PHONE (906)228-0440	STANDARD DETAILS DRIVEWAY & APRON DETAILS TYPICAL DRIVEWAY CROSS SECTION	APPROVED BY: M. KILPELA, P.E. DRAWN BY: D. SALMON DATE: JULY 29, 2021 PROJECT FOLDER: J:\CADFILES\STD_DTLS FILE NAME: DRIVE DETAIL REV 2021.DWG

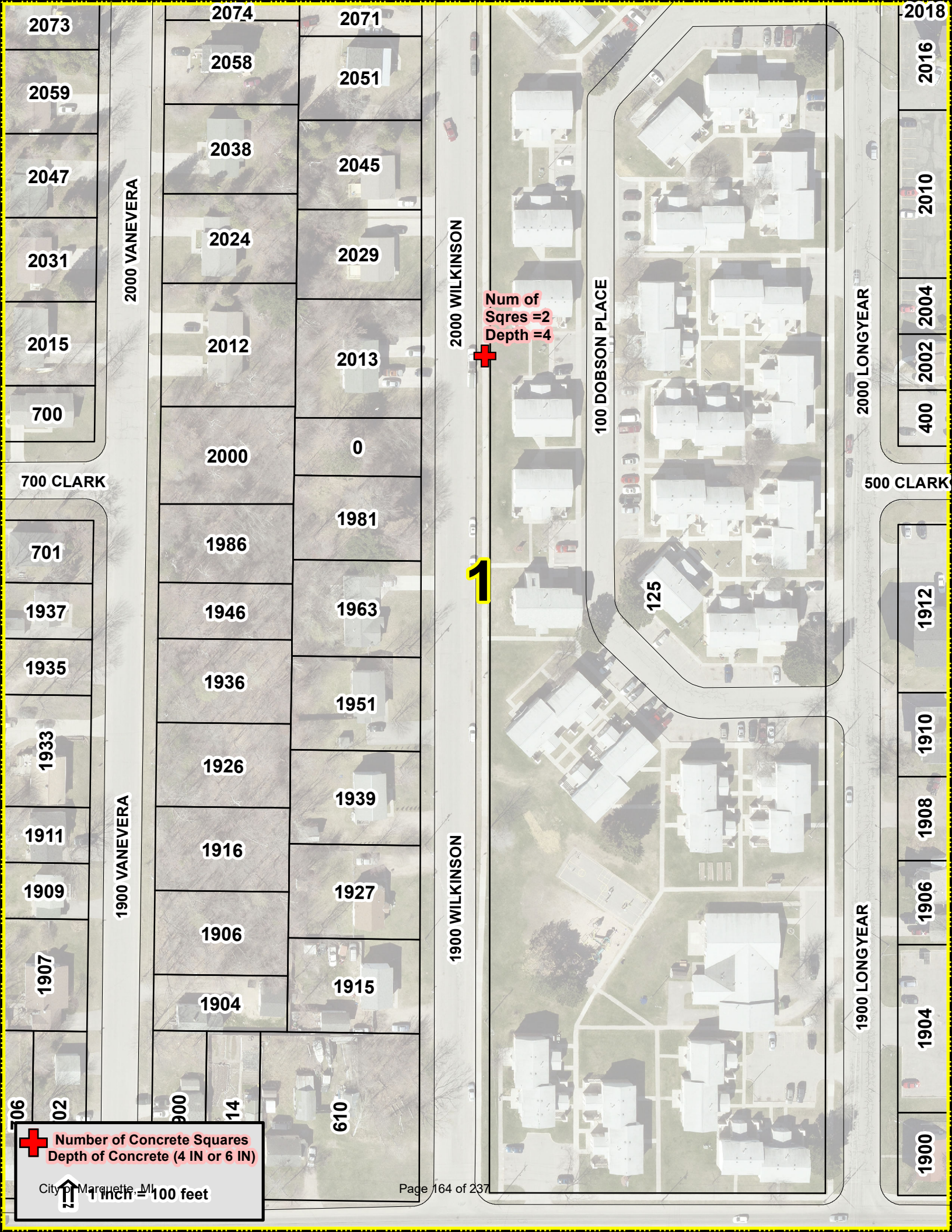
APPENDIX IV

PROJECT LOCATIONS

AND PLANS

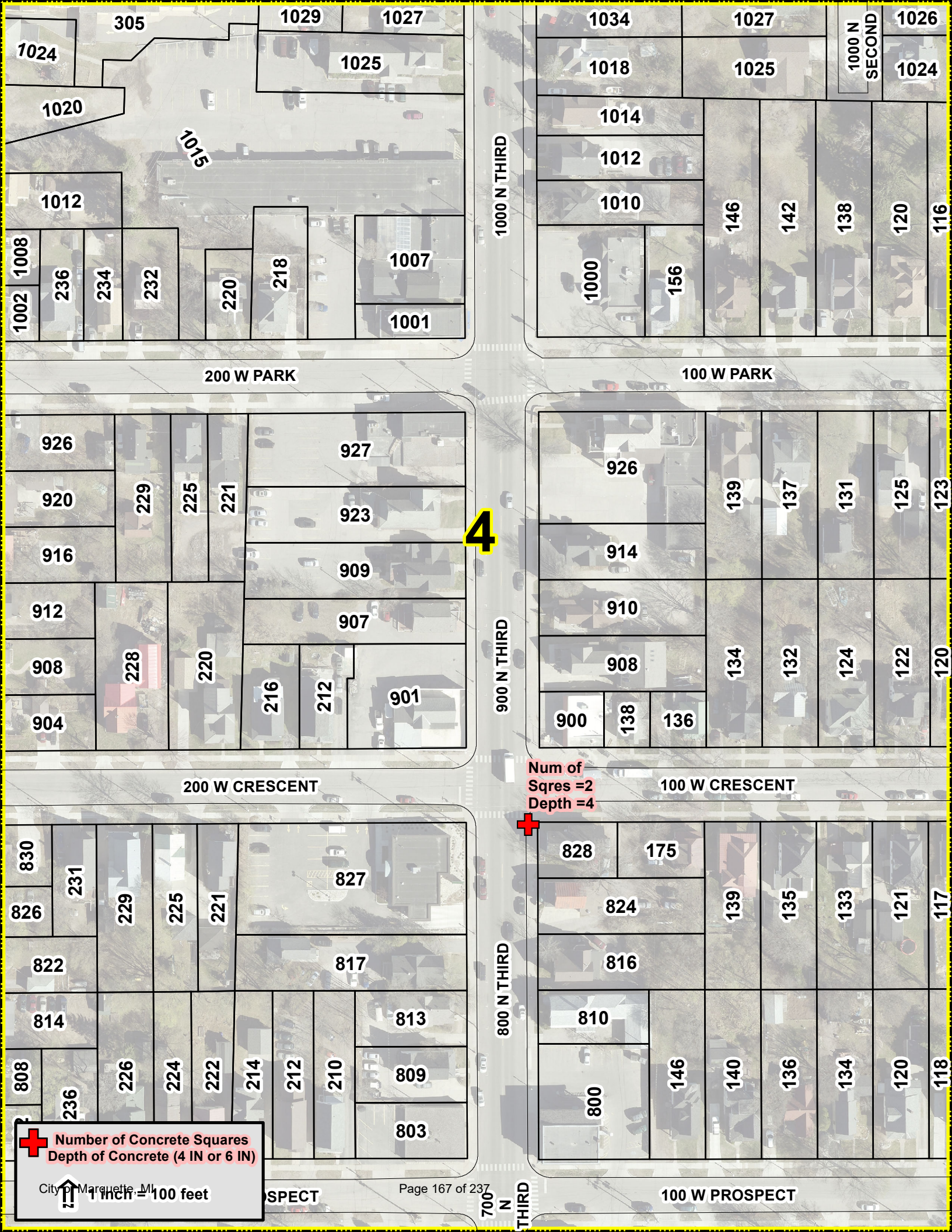
City of Marquette
MQ23-018
2023 Sidewalk Contract Overview Map Booklet

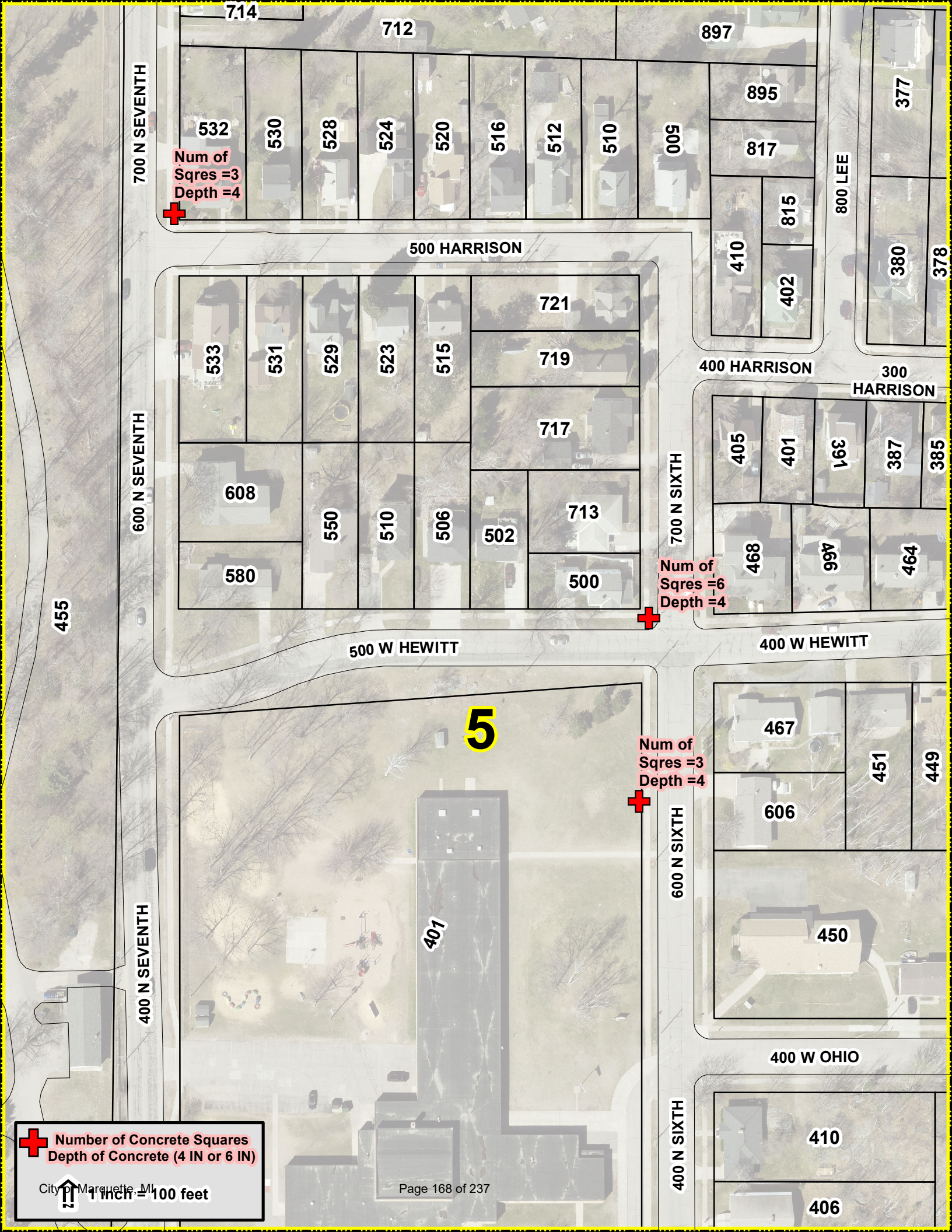


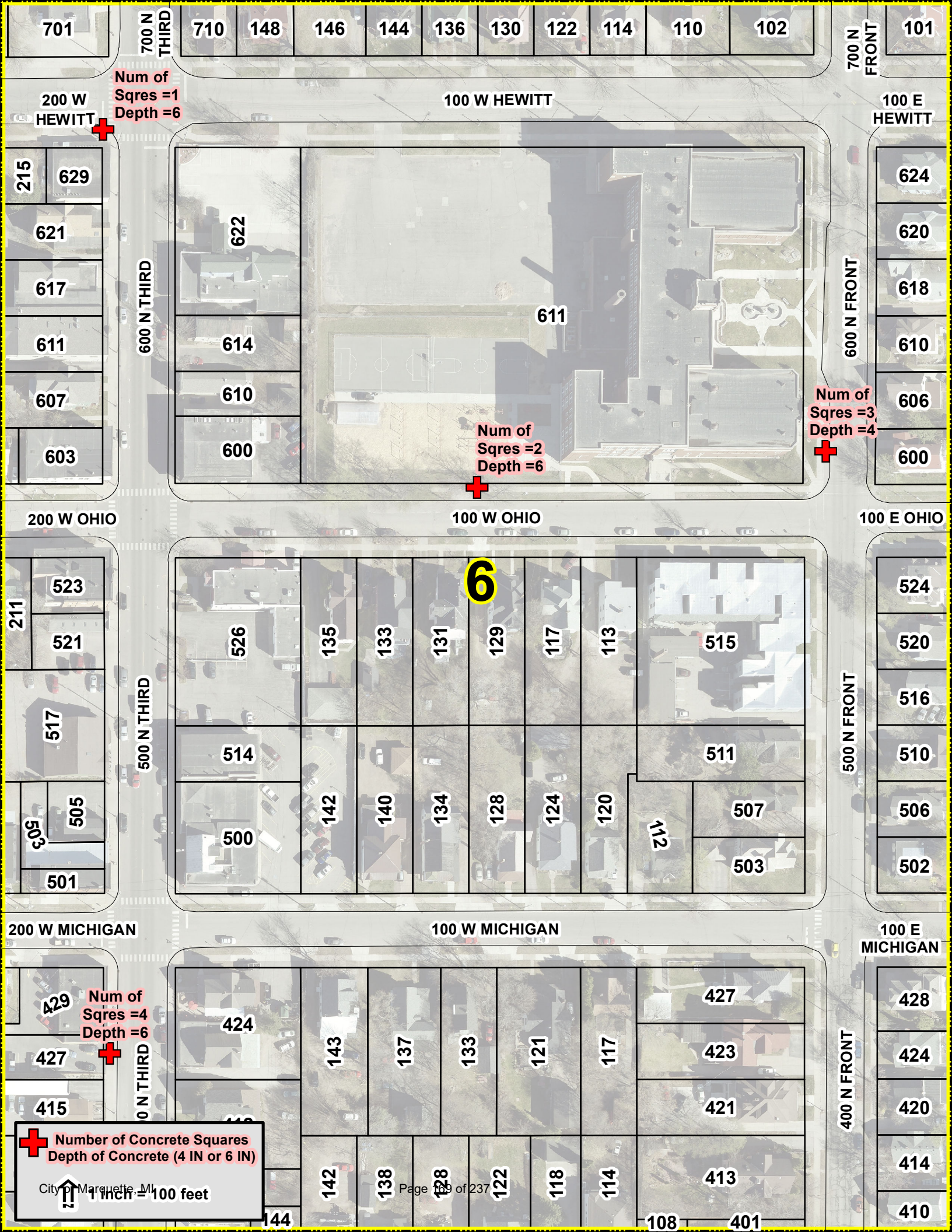

2073
2059
2047
2031
2015
700
2074
2058
2038
2024
2012
2000
1986
1946
1936
1926
1916
1906
1904
2071
2051
2045
2029
2013
0
1981
1963
1951
1939
1927
1915
610
2000 VANEVERA
700 CLARK
701
1937
1935
1933
1911
1909
1907
1900 VANEVERA
2000 WILKINSON
Num of
Sqres =2
Depth =4
1
1900 WILKINSON
100 DOBSON PLACE
125
2000 LONGYEAR
500 CLARK
1900 LONGYEAR
2018
2016
2010
2004
2002
400
1912
1910
1908
1906
1904
1900
Number of Concrete Squares
Depth of Concrete (4 IN or 6 IN)
1 inch = 100 feet

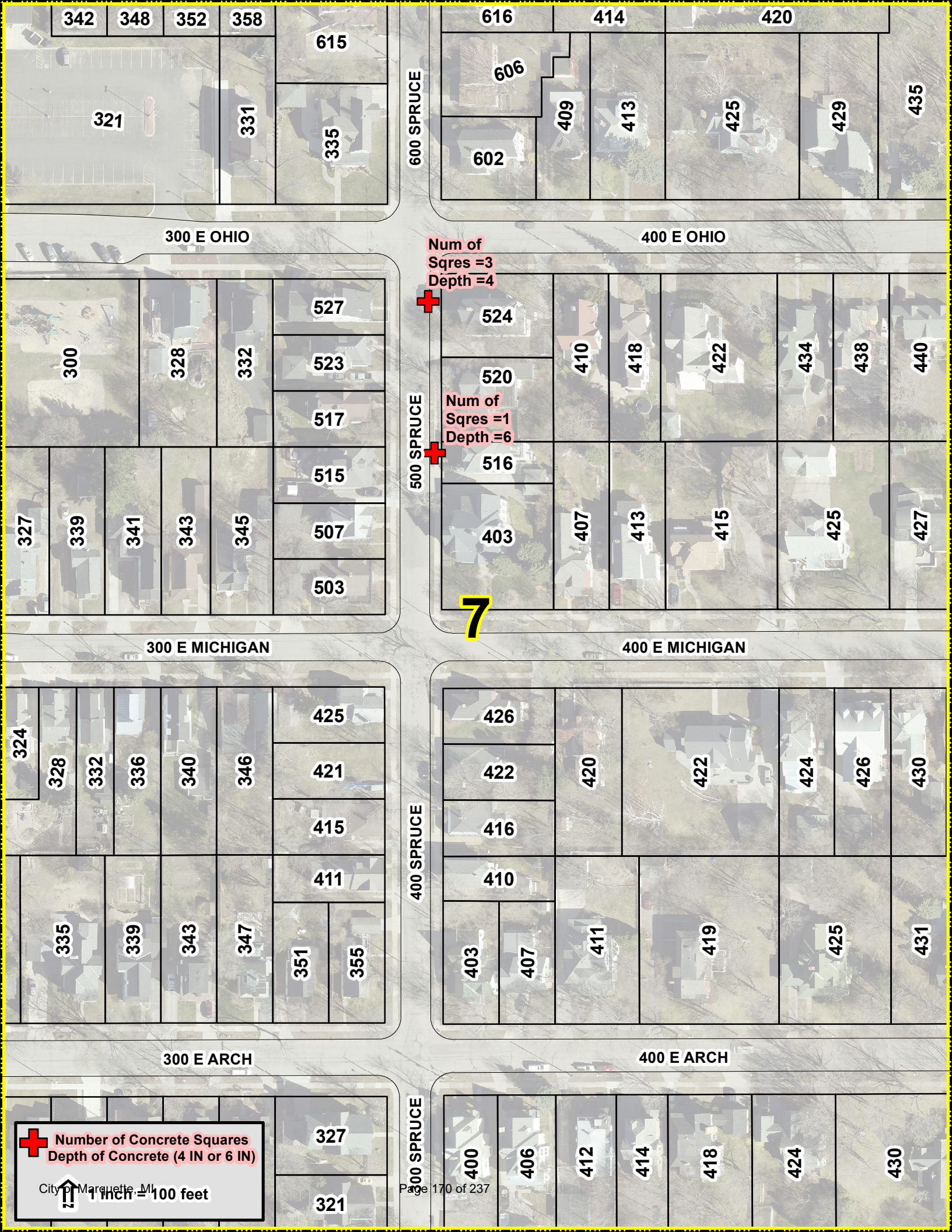

2000 PRESQUE ISLE
2040
2001
Num of
Sqres =3
Depth =4
1950
2001
0
1900 PRESQUE ISLE
2
100
1907
1903
1901
1900
242
300 WRIGHT
200 WRIGHT
100 WRIGHT
1800 FITCH
1834
315
311
1829
1827
1821
1800 PRESQUE ISLE
1840
241
1503
103
Number of Concrete Squares
Depth of Concrete (4 IN or 6 IN)
1 inch = 100 feet


1213
1209
1207
1100
1005
1001
1218
1207
1210
1205
1204
1002
1000
925
921
1206
1204
996
990
988
1200 LINCOLN
1200 NORWAY
Num of
Sqres =6
Depth =4
1100 W COLLEGE
1000 W COLLEGE
900 W COLLEGE
1201
1113
1109
1105
1101
1110
1111
1109
1108
1107
1105
1102
1103
1100
1101
995
991
985
1108
1106
1104
994
910
908
3
1100 LINCOLN
1100 NORWAY
1100 W MAGNETIC
1000 W MAGNETIC
900 W MAGNETIC
1029
1030
1001
1025
1026
913
911
909
1000
1000 LINCOLN
1000 NORWAY
910
455
Number of Concrete Squares
Depth of Concrete (4 IN or 6 IN)
1 inch = 100 feet

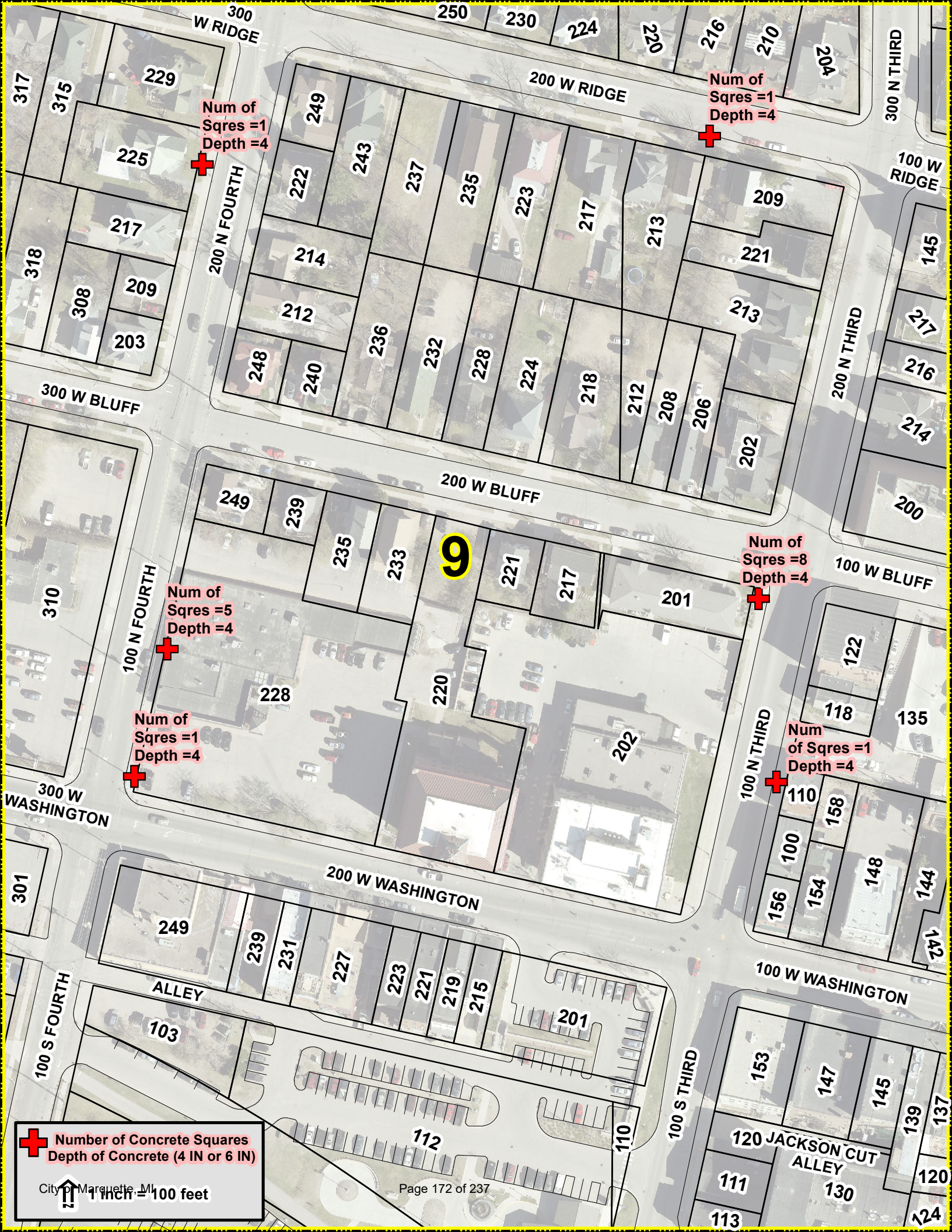

4
1000 N THIRD
900 N THIRD
800 N THIRD
700 N THIRD
1000 N SECOND
200 W PARK
100 W PARK
200 W CRESCENT
100 W CRESCENT
100 W PROSPECT
Num of Sqres =2 Depth =4
Number of Concrete Squares
Depth of Concrete (4 IN or 6 IN)
1 inch = 100 feet

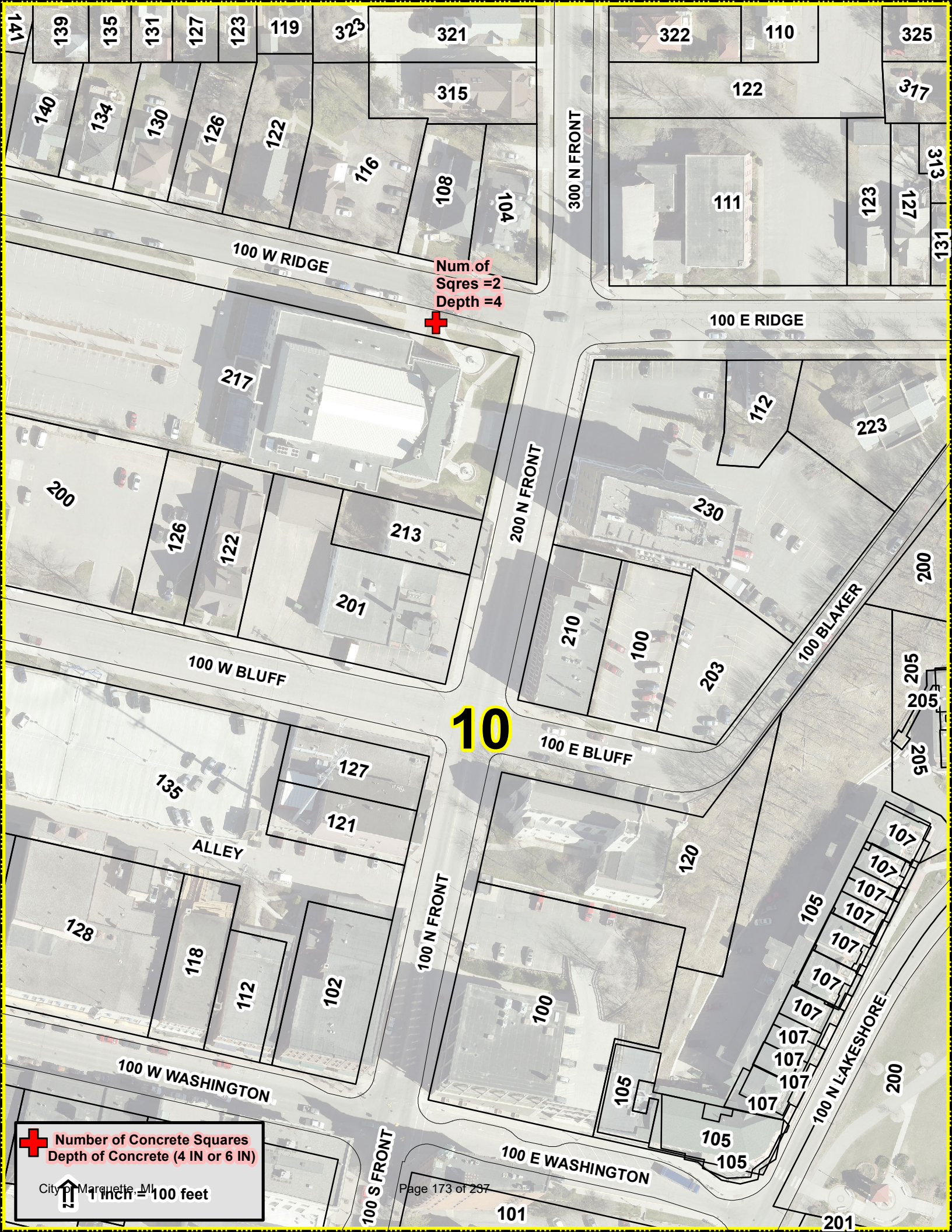

714
712
897
895
817
815
410
402
377
380
378
532
530
528
524
520
516
512
510
500
Num of
Sqres =3
Depth =4
700 N SEVENTH
800 LEE
500 HARRISON
400 HARRISON
300
HARRISON
721
719
717
713
502
533
531
529
523
515
608
580
550
510
506
500
Num of
Sqres =6
Depth =4
700 N SIXTH
405
401
391
387
385
468
466
464
600 N SEVENTH
455
500 W HEWITT
400 W HEWITT
5
Num of
Sqres =3
Depth =4
467
606
451
449
600 N SIXTH
450
401
400 N SEVENTH
400 W OHIO
410
406
400 N SIXTH
Number of Concrete Squares
Depth of Concrete (4 IN or 6 IN)
1 inch = 100 feet

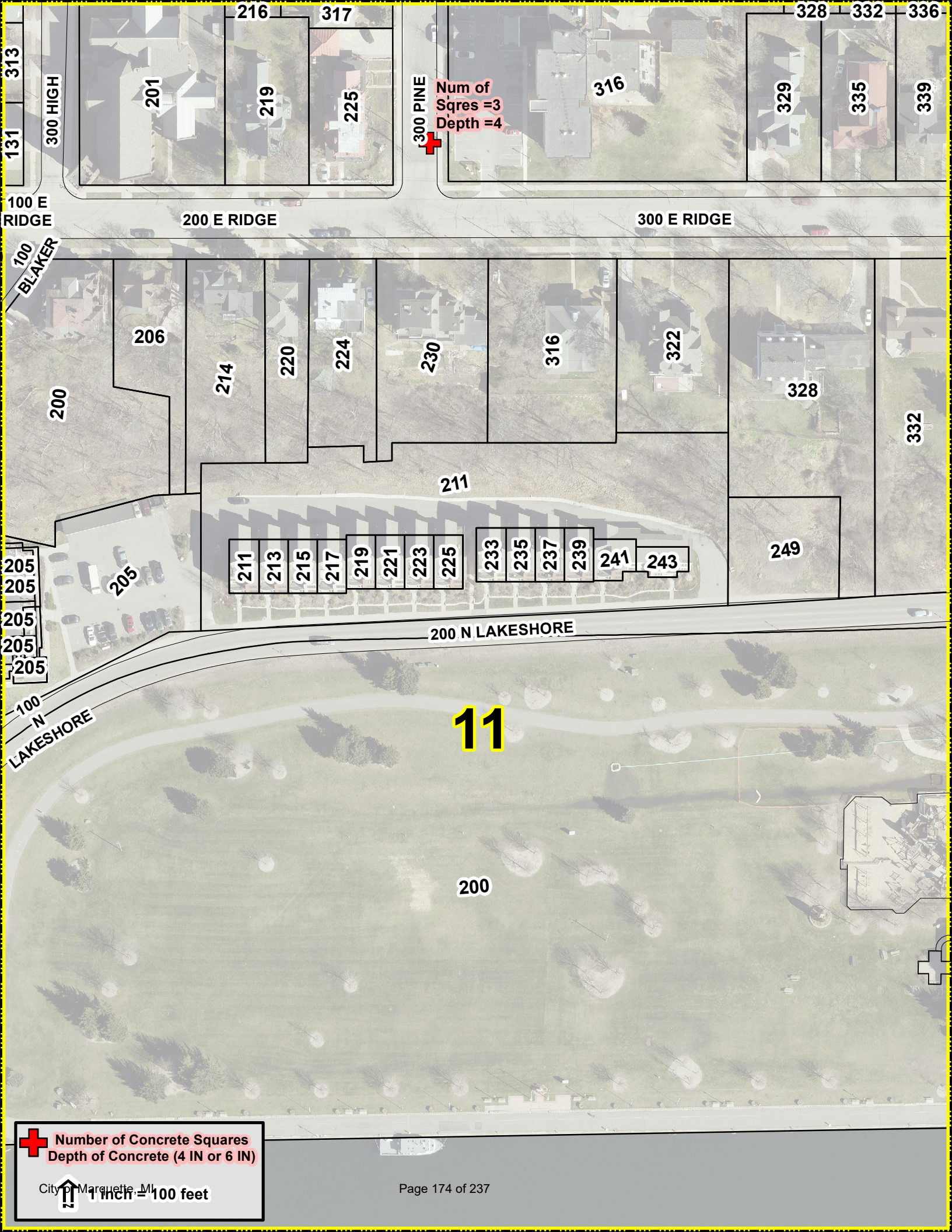

701
700 N THIRD
710
148
146
144
136
130
122
114
110
102
700 N FRONT
101
Num of Sqres =1 Depth =6
200 W HEWITT
100 W HEWITT
100 E HEWITT
215
629
621
617
611
607
603
622
614
610
600
611
624
620
618
610
606
600
600 N THIRD
600 N FRONT
Num of Sqres =3 Depth =4
Num of Sqres =2 Depth =6
200 W OHIO
100 W OHIO
100 E OHIO
6
211
523
521
517
505
503
501
526
135
133
131
129
117
113
515
514
142
140
134
128
124
120
112
511
507
503
524
520
516
510
506
502
500 N THIRD
500 N FRONT
200 W MICHIGAN
100 W MICHIGAN
100 E MICHIGAN
429
Num of Sqres =4 Depth =6
427
415
424
143
137
133
121
117
427
423
421
428
424
420
414
410
400 N FRONT
142
138
128
122
118
114
413
108
401
144
Number of Concrete Squares
Depth of Concrete (4 IN or 6 IN)
1 inch = 100 feet


342
348
352
358
615
321
331
335
300 E OHIO
616
414
420
606
409
413
425
429
435
602
600 SPRUCE
400 E OHIO
Num of
Sqres =3
Depth =4
524
520
410
418
422
434
438
440
Num of
Sqres =1
Depth =6
516
403
407
413
415
425
427
500 SPRUCE
7
300
328
332
527
523
517
515
507
503
327
339
341
343
345
300 E MICHIGAN
400 E MICHIGAN
324
328
332
336
340
346
425
421
415
411
335
339
343
347
351
355
300 E ARCH
426
422
416
410
420
422
424
426
430
403
407
411
419
425
431
400 E ARCH
400 SPRUCE
327
321
400
406
412
414
418
424
430
Number of Concrete Squares
Depth of Concrete (4 IN or 6 IN)
1 inch = 100 feet


522
520
516
500 W RIDGE
248
220
539
535
531
527
523
511
507
501
223
212
208
200 N SEVENTH
600
Num of
Sqres =1
Depth =4
550
540
534
528
522
516
512
502
215
200 N SIXTH
600 W BLUFF
500 W BLUFF
400
W
BLUFF
547
545
539
533
529
521
515
513
140
8
116
510
502
117
113
111
500
412
116
412
100 N SEVENTH
100 N SIXTH
600 W WASHINGTON
500 W WASHINGTON
400 W
WASHINGTON
621
0
537
521
519
517
513
509
501
447
443
533
202
200
204
100 S SEVENTH
Number of Concrete Squares
Depth of Concrete (4 IN or 6 IN)
1 inch = 100 feet

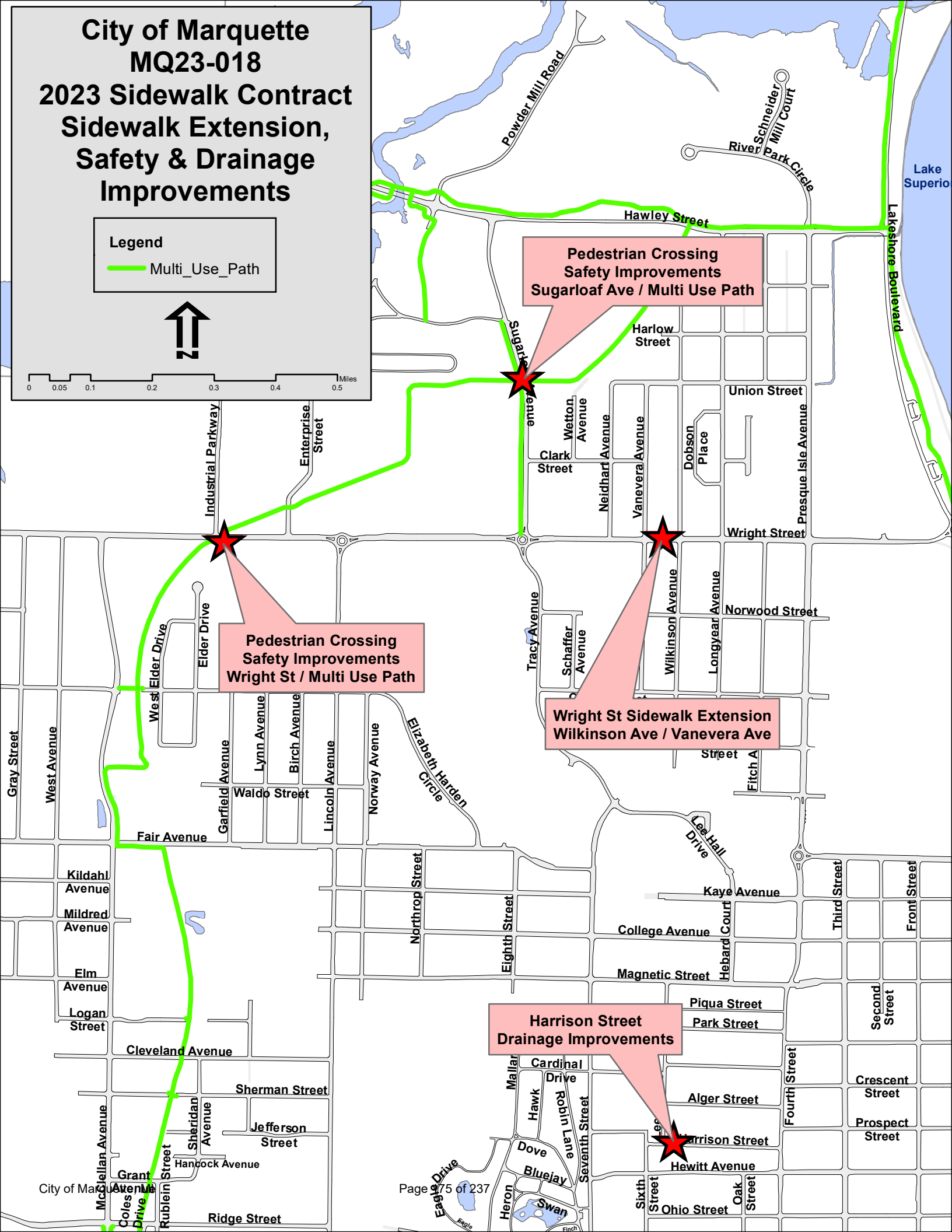

9
300 W RIDGE
200 W RIDGE
100 W RIDGE
300 N THIRD
200 N FOURTH
200 N THIRD
300 W BLUFF
200 W BLUFF
100 W BLUFF
100 N FOURTH
100 N THIRD
300 W WASHINGTON
200 W WASHINGTON
100 W WASHINGTON
100 S FOURTH
100 S THIRD
ALLEY
120 JACKSON CUT ALLEY
Num of Sqres =1 Depth =4
Num of Sqres =1 Depth =4
Num of Sqres =8 Depth =4
Num of Sqres =5 Depth =4
Num of Sqres =1 Depth =4
Num of Sqres =1 Depth =4
Number of Concrete Squares
Depth of Concrete (4 IN or 6 IN)
1 inch = 100 feet


10
Num of Sqres =2 Depth =4
100 W RIDGE
100 E RIDGE
300 N FRONT
200 N FRONT
100 W BLUFF
100 E BLUFF
100 BLAKER
100 N FRONT
100 S FRONT
100 W WASHINGTON
100 E WASHINGTON
100 N LAKESHORE
ALLEY
141
139
135
131
127
123
119
323
321
315
322
110
325
122
317
313
140
134
130
126
122
116
108
104
111
123
127
131
217
112
223
230
200
126
122
213
201
210
100
203
200
205
205
205
135
127
121
120
107
107
107
107
107
107
107
107
107
105
128
118
112
102
100
105
105
105
200
101
201
Number of Concrete Squares
Depth of Concrete (4 IN or 6 IN)
1 inch = 100 feet



Number of Concrete Squares
Depth of Concrete (4 IN or 6 IN)

1 inch = 100 feet


City of Marquette
MQ23-018
2023 Sidewalk Contract
Sidewalk Extension, Safety & Drainage Improvements
Legend
Multi_Use_Path
N
0 0.05 0.1 0.2 0.3 0.4 0.5 Miles
Pedestrian Crossing Safety Improvements Sugarloaf Ave / Multi Use Path
Pedestrian Crossing Safety Improvements Wright St / Multi Use Path
Wright St Sidewalk Extension Wilkinson Ave / Vanevera Ave
Harrison Street Drainage Improvements
Powder Mill Road
Schneider Mill Court
River Park Circle
Lake Superior
Hawley Street
Lakeshore Boulevard
Harlow Street
Union Street
Sugarloaf Avenue
Wetton Avenue
Clark Street
Neidhart Avenue
Vanevera Avenue
Dobson Place
Presque Isle Avenue
Wright Street
Industrial Parkway
Enterprise Street
Elder Drive
West Elder Drive
Tracy Avenue
Schaffer Avenue
Wilkinson Avenue
Longyear Avenue
Norwood Street
Gray Street
West Avenue
Garfield Avenue
Lynn Avenue
Birch Avenue
Lincoln Avenue
Norway Avenue
Elizabeth Harden Circle
Waldo Street
Fair Avenue
Fitch A
Street
Lee Hall Drive
Kaye Avenue
Third Street
Front Street
Kildahl Avenue
Mildred Avenue
Elm Avenue
Logan Street
Northrop Street
Eighth Street
College Avenue
Hebard Court
Magnetic Street
Piqua Street
Park Street
Second Street
Cleveland Avenue
Sherman Street
Jefferson Street
Sheridan Avenue
McClellan Avenue
Grant Avenue
Coles Drive
Rublein Street
Hancock Avenue
Ridge Street
Cardinal Drive
Mallard
Hawk
Robin Lane
Seventh Street
Alger Street
Fourth Street
Crescent Street
Prospect Street
Harrison Street
Hewitt Avenue
Dove
Bluejay
Eagle Drive
Heron
Swan
Sixth Street
Oak Street
Ohio Street

RESTORATION (THIS SHEET)

85.9 SYD – SIDEWALK, REM
179 SFT – SIDEWALK, CONC, 4 INCH
66 SYD – DRIVEWAY, NONREINF CONC, 6 INCH
50 SYD – SODDING, CLASS A
50 SYD – TOPSOIL SURFACE, FURN, 4 INCH

DRIVEWAY REMOVAL PAID FOR AS "SIDEWALK, REM"
SIDEWALK ADJACENT TO DRIVEWAY APRON PAID FOR AS "DRIVEWAY, NONREINF CONC, 6 INCH"

NORTH
W E
S

320 HARRISON
316 HARRISON
310 HARRISON
GARAGE
801 N. FOURTH
319 HARRISON
317 HARRISON
311 HARRISON
715 N FOURTH

FOURTH STREET
HARRISON STREET

SIDEWALK CROSS SLOPE 0.5% THROUGHOUT.

TIE INTO EXISTING

STRAIGHT LINE SLOPE FROM EX. TO PROP
6" CONC.
710.21
710.16

4" CONC.
709.52
709.49

STRAIGHT LINE SLOPE FROM PROP. TO PROP.

6" CONC.
708.80
708.77

4" CONC.

TIE INTO EXISTING

STRAIGHT LINE SLOPE FROM PROP. TO EX.

715 714 713 712 711 710 709 708

8" VCP SANITARY

12" CAST IRON WATERMAIN

12" RCP STORM

ESMH
RIM 707.39
INV. N 702.29
INV. S 702.35
INV E 702.28

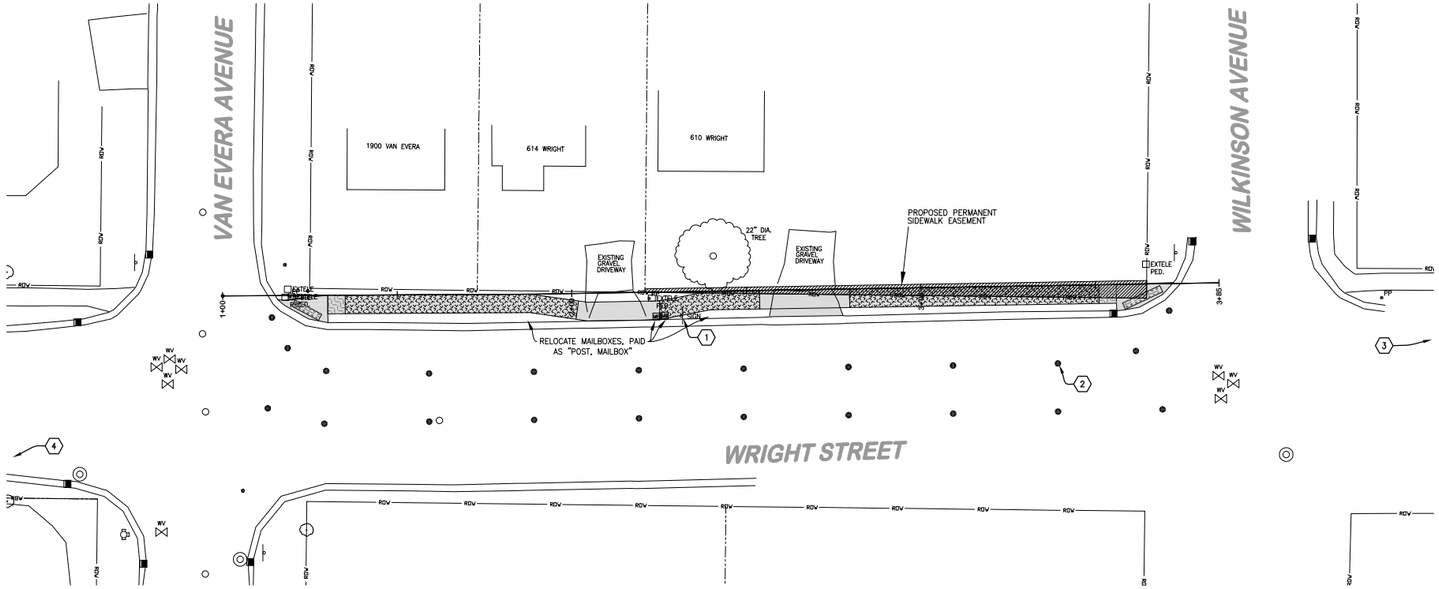
8" D.I. WATERMAIN

CONCRETE SIDEWALK
CONC. DRIVE
BIT. DRIVE
CONC. WALK
GAS
GM
LP
PP
WV

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: 11/30/22 REVIEW	DESIGN BY: JAMES R. COMPTON, P.E. DRAWN BY: JAMES R. COMPTON P.E. DATE: 11/30/22 FILE NAME: STORM SEWER UPGRADE.dwg	HOR. SCALE: 1" = 10' VERT. SCALE: N.A.	HARRISON STREET DRAINAGE IMPROVEMENTS 300 BLOCK OF HARRISON CONCRETE WORK	PROJECT MQ23-018 SHEET 1 OF 1

PLAN



LEGEND

- MH○ EXISTING SANITARY/STORM SEWER MANHOLE
- ᵖᵖ EXISTING POWER POLE
- ■ EXISTING CATCH BASIN
- —○— EXISTING TRAFFIC SIGN
- WV EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- PROPOSED 6" SIDEWALK
- PROPOSED 4" SIDEWALK
- PROPOSED ADA RAMP (6")
- PROPOSED DETECTABLE SURFACE

NORTH

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.

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.

REMOVAL PAY ITEMS (THIS SHEET)

15	CYD	EXCAVATION, EARTH

GENERAL WORK ITEMS

1	LS	MOBILIZATION, MAX.
1	LS	PROJECT CLEANUP
1	LS	SOIL EROSION AND SEDIMENTATION CONTROL

SIGNING PAY ITEMS (THIS SHEET)

1	LS	TRAFFIC CONTROL

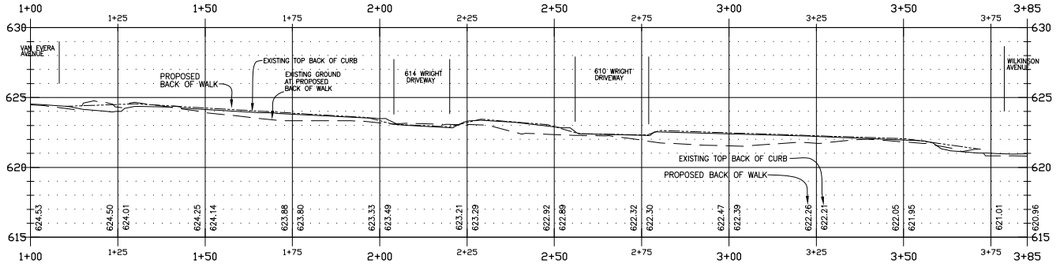
RESTORATION (THIS SHEET)

10	CYD	SUBBASE, CIP	200	SYD	TOPSOIL SURFACE, FURN, 4"
890	SFT	SIDEWALK, CONC, 4 INCH	200	SYD	SODDING
270	SFT	SIDEWALK, CONC, 6 INCH	35	SYD	AGGREGATE BASE, 6"
6	SYD	DRIVEWAY, NONREINF CONC, 6 INCH	2	EA	POST, MAILBOX
206	SFT	CURB RAMP, CONC, 6 INCH	10	CYD	EMBANKMENT, CIP
20	FT	DETECTABLE WARNING SURFACE			

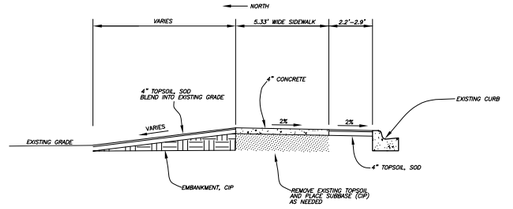
KEYNOTES

1. SIGN WILL BE RELOCATED BY CITY OF MARQUETTE.
2. USE APPROXIMATELY 25 TRAFFIC CONES, AT 30 FOOT SPACING PER MMUTCD, TO CHANNEL WB TRAFFIC INTO CENTER TURN LANE TO MAINTAIN TWO LANE, TWO WAY TRAFFIC WHILE WORK IS GOING ON. THIS WILL BE INCLUDED IN THE PAY ITEM "TRAFFIC CONTROL, LS".
3. PLACE "ROAD WORK AHEAD" AND "LANE SHIFT" SIGNS APPROXIMATELY MID BLOCK EAST AND WEST OF SIDEWALK WORK. THIS WILL BE INCLUDED IN THE PAY ITEM "TRAFFIC CONTROL, LS".

PROFILE



SIDEWALK TYPICAL CROSS-SECTION



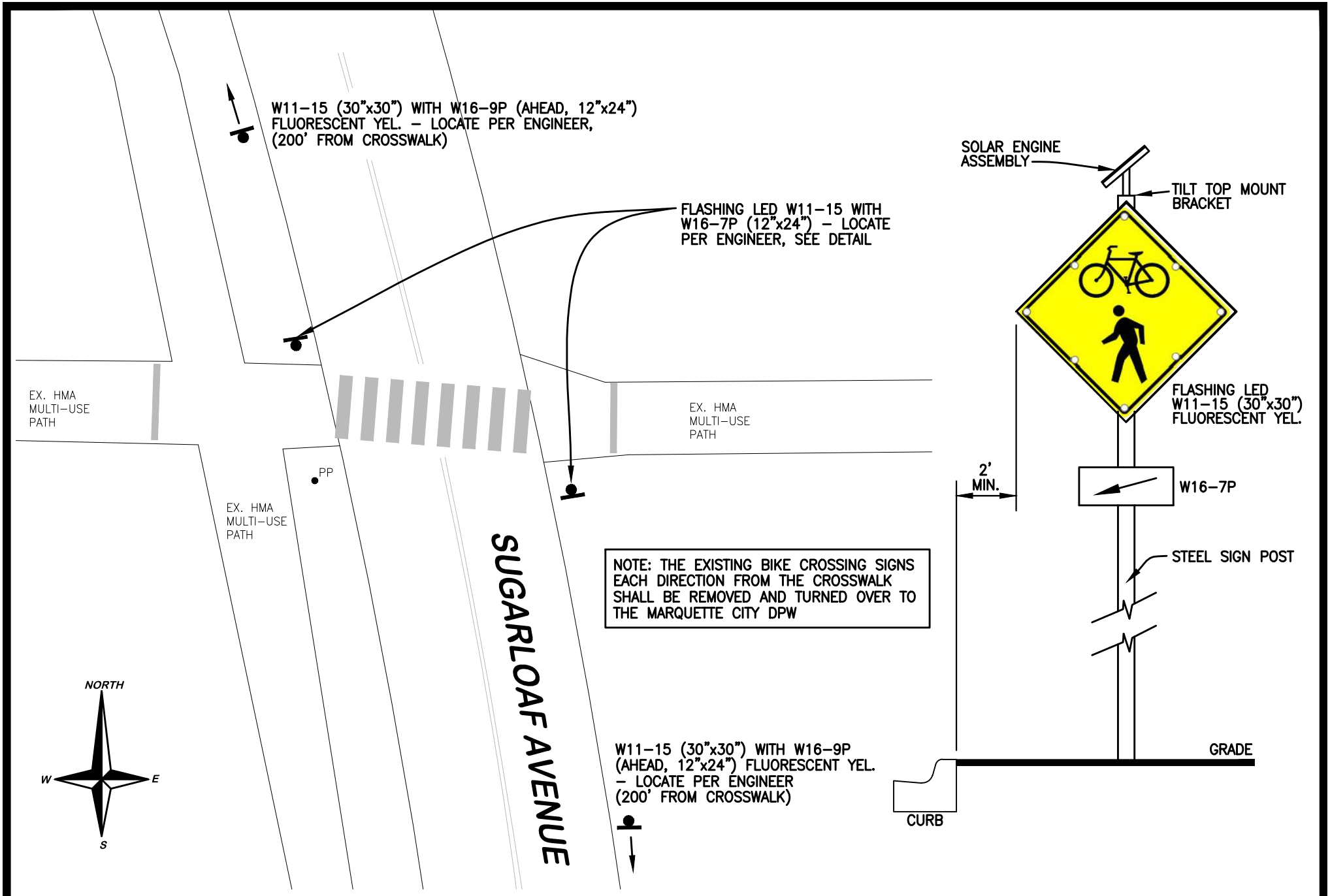
Know what's below. Call 811 before you dig.

CITY ENGINEER'S OFFICE MARQUETTE, MICHIGAN 1100 WRIGHT STREET, MARQUETTE, MI 49855 PHONE (906)228-0440	REVISIONS: PRELIMINARY 12-13-22	DESIGN BY: MIKAEL KILPELA P.E., CITY ENGINEER DRAWN BY: JK DATE: 12-13-22 FILE NAME: MQ23-018 WRIGHT ST BASE.dwg	HOR. SCALE: 1" = 20' VERT. SCALE: N.A.	WRIGHT STREET SIDEWALK VAN EVERA AVENUE TO WILKINSON AVENUE PLAN & PROFILE	PROJECT MQ23-018 SHEET 3 OF 3

PROJECT NO. MQ23-018

J:\PROJECTS\MQ23-018 - SIDEWALK REPAIR AND REPLACEMENT PROJECT DRAWINGS\WRIGHT ST - VAN EVERA TO WILKINSON\MQ23-018 WRIGHT ST BASE.DWG

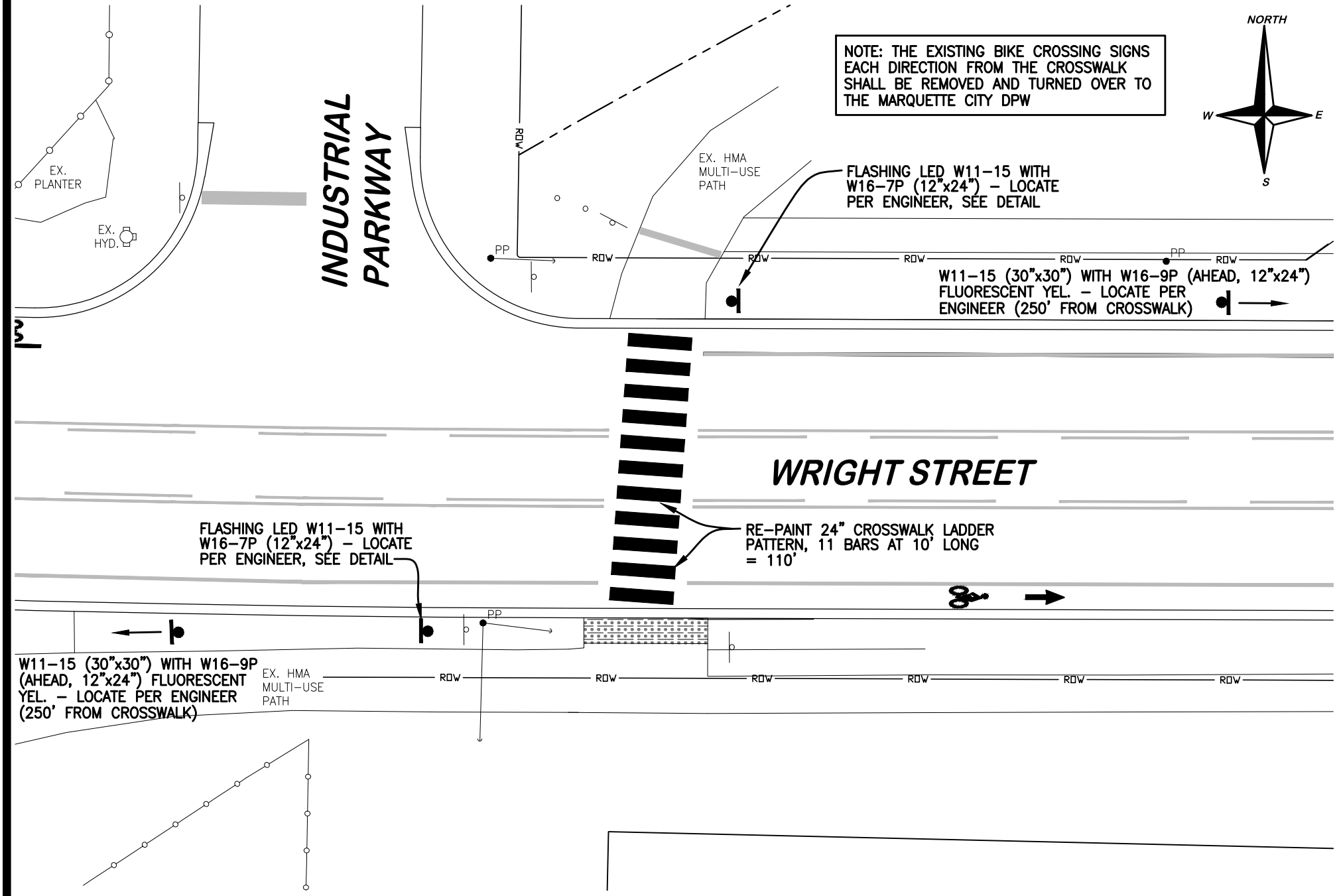
SIDEWALK REPAIR AND REPLACMENT PROJECT



CITY ENGINEER'S OFFICE
MARQUETTE, MICHIGAN
1100 WRIGHT STREET, MARQUETTE, MI 49855
PHONE (906)228-0440

SAFETY SIGNAGE UPGRADES
SUGARLOAF AVENUE
BETWEEN CLARK STREET AND HAWLEY STREET
SCALE: 1"=20'

APPROVED BY: M. KILPELA
DRAWN BY: D. SALMON
DATE: FEBRUARY 16, 2023
PROJECT FOLDER: J:\MQ23-018
FILE NAME: 23018 SUGARLOAF CROSSING.dwg



CITY ENGINEER'S OFFICE
MARQUETTE, MICHIGAN
1100 WRIGHT STREET, MARQUETTE, MI 49855
PHONE (906)228-0440

SAFETY SIGNAGE UPGRADES
WRIGHT STREET AND INDUSTRIAL PARKWAY
SCALE: 1"=20'

APPROVED BY: M. KILPELA
DRAWN BY: D. SALMON
DATE: FEBRUARY 16, 2023
PROJECT FOLDER: J:\MQ23-018
FILE NAME: 23018 WRIGHT CROSSING.dwg

Solicitation Information

City of Marquette

Solicitation Number

BP23-04

Deadline

03/23/2023 11:00 AM EDT

Advertised

02/27/2023 01:55 PM EST

Revised

03/16/2023 03:11 PM EDT

State

Michigan

County

Marquette

Address

Marquette, Michigan

Description

MQ23-018 Sidewalk, Extension and Safety Improvements Project

The work under this contract consists of work throughout the City of Marquette involving the replacement and repair of sidewalk as well as the construction of new sidewalk on the north side of Wright Street between Wilkinson Avenue and Van Evera Avenue*, and signage and striping at multiuse path crossings of Sugarloaf Avenue and Wright Street.

*The proposed sidewalk new construction on Wright Street is subject to pending easements. The City reserves the right to remove this portion of the contract if easements are not obtained.

Bidders

Business Name	Address	Phone
Arrow Constructions	422 US 41 E Neguanee, MI 49866	(906) 228-4142
Associated Constructors	14 Industrial Park Dr Negaunee, MI 49866-9627	(906) 361-4823
Premeau Construction Inc	904 W Baraga Ave Marquette, MI 49855-4029	(906) 228-8851
Engineer's Estimate		
4 Bidders		

Schedule of Items

Bidder	Quantity	Unit Price	Extension
1077051 **_ Resident Notification, Max $2,500** **LSUM**			
Premeau Construction Inc	1.0000	$1,500.00	$1,500.00
Arrow Constructions	1.0000	$1,500.00	$1,500.00
Engineer's Estimate	1.0000		
Associated Constructors	1.0000	$2,500.00	$2,500.00
1100001 **Mobilization, Max $5,000** **LSUM**			
Premeau Construction Inc	1.0000	$5,000.00	$5,000.00
Arrow Constructions	1.0000	$5,000.00	$5,000.00
Engineer's Estimate	1.0000		
Associated Constructors	1.0000	$5,000.00	$5,000.00
2040021 **Curb, Rem** **Ft**			
Premeau Construction Inc	6.0000	$30.00	$180.00
Arrow Constructions	6.0000	$42.00	$252.00
Engineer's Estimate	6.0000		

Schedule of Items

Bidder	Quantity	Unit Price	Extension
2040021 Curb, Rem Ft			
Associated Constructors	6.0000	$28.80	$172.80
2040055 Sidewalk, Rem Syd			
Premeau Construction Inc	205.0000	$16.00	$3,280.00
Arrow Constructions	205.0000	$38.00	$7,790.00
Engineer's Estimate	205.0000		
Associated Constructors	205.0000	$76.20	$15,621.00
2050010 Embankment, CIP Cyd			
Premeau Construction Inc	10.0000	$20.00	$200.00
Arrow Constructions	10.0000	$35.00	$350.00
Engineer's Estimate	10.0000		
Associated Constructors	10.0000	$116.00	$1,160.00
2050016 Excavation, Earth Cyd			
Premeau Construction Inc	15.0000	$20.00	$300.00
Arrow Constructions	15.0000	$47.00	$705.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
2050016 Excavation, Earth Cyd			
Engineer's Estimate	15.0000		
Associated Constructors	15.0000	$124.66	$1,869.90
2090001 Project Cleanup LSUM			
Premeau Construction Inc	1.0000	$5,000.00	$5,000.00
Arrow Constructions	1.0000	$1,500.00	$1,500.00
Engineer's Estimate	1.0000		
Associated Constructors	1.0000	$1,595.00	$1,595.00
2097051 _ Soil Erosion & Sedimentation Control LSUM			
Premeau Construction Inc	1.0000	$1,000.00	$1,000.00
Arrow Constructions	1.0000	$1,500.00	$1,500.00
Engineer's Estimate	1.0000		
Associated Constructors	1.0000	$2,400.00	$2,400.00
3010002 Subbase, CIP Cyd			
Premeau Construction Inc	18.0000	$15.00	$270.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
3010002 Subbase, CIP Cyd			
Arrow Constructions	18.0000	$35.00	$630.00
Engineer's Estimate	18.0000		
Associated Constructors	18.0000	$162.86	$2,931.48
3020016 Aggregate Base, 6 inch Syd			
Premeau Construction Inc	35.0000	$20.00	$700.00
Arrow Constructions	35.0000	$15.00	$525.00
Engineer's Estimate	35.0000		
Associated Constructors	35.0000	$7.50	$262.50
8010005 Driveway, Nonreinf Conc, 6 inch Syd			
Premeau Construction Inc	72.0000	$115.00	$8,280.00
Arrow Constructions	72.0000	$115.00	$8,280.00
Engineer's Estimate	72.0000		
Associated Constructors	72.0000	$142.00	$10,224.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
8030010 Detectable Warning Surface Ft			
Premeau Construction Inc	20.0000	$60.00	$1,200.00
Arrow Constructions	20.0000	$65.00	$1,300.00
Engineer's Estimate	20.0000		
Associated Constructors	20.0000	$90.00	$1,800.00
8030044 Sidewalk, Conc, 4 inch Sft			
Premeau Construction Inc	2,603.0000	$12.00	$31,236.00
Arrow Constructions	2,603.0000	$11.00	$28,633.00
Engineer's Estimate	2,603.0000		
Associated Constructors	2,603.0000	$18.35	$47,765.05
8030046 Sidewalk, Conc, 6 inch Sft			
Premeau Construction Inc	497.0000	$16.00	$7,952.00
Arrow Constructions	497.0000	$12.50	$6,212.50
Engineer's Estimate	497.0000		

Schedule of Items

Bidder	Quantity	Unit Price	Extension
8030046 Sidewalk, Conc, 6 inch Sft			
Associated Constructors	497.0000	$18.75	$9,318.75
8032002 Curb Ramp, Conc, 6 inch Sft			
Premeau Construction Inc	206.0000	$16.00	$3,296.00
Arrow Constructions	206.0000	$13.50	$2,781.00
Engineer's Estimate	206.0000		
Associated Constructors	206.0000	$18.98	$3,909.88
8037011 _ Root Removal Syd			
Premeau Construction Inc	7.0000	$25.00	$175.00
Arrow Constructions	7.0000	$67.00	$469.00
Engineer's Estimate	7.0000		
Associated Constructors	7.0000	$43.20	$302.40
8070095 Post, Mailbox Ea			
Premeau Construction Inc	2.0000	$150.00	$300.00
Arrow Constructions	2.0000	$175.00	$350.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
8070095 Post, Mailbox Ea			
Engineer's Estimate	2.0000		
Associated Constructors	2.0000	$150.00	$300.00
8100371 Post, Steel, 3 pound Ft			
Premeau Construction Inc	104.0000	$13.00	$1,352.00
Arrow Constructions	104.0000	$13.00	$1,352.00
Engineer's Estimate	104.0000		
Associated Constructors	104.0000	$12.38	$1,287.52
8100405 Sign, Type IIIB Sft			
Premeau Construction Inc	41.0000	$22.00	$902.00
Arrow Constructions	41.0000	$22.00	$902.00
Engineer's Estimate	41.0000		
Associated Constructors	41.0000	$22.00	$902.00
8107050 _ Sign, W11-15 W/ Flashing LED, Solar, Fluoresc... Ea			
Premeau Construction Inc	4.0000	$2,200.00	$8,800.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
8107050 _ Sign, W11-15 W/ Flashing LED, Solar, Fluoresc... Ea			
Arrow Constructions	4.0000	$2,300.00	$9,200.00
Engineer's Estimate	4.0000		
Associated Constructors	4.0000	$2,167.00	$8,668.00
8117001 _ Pavt Mrkg, Polyurea, 24 inch Ladder Pattern Ft			
Premeau Construction Inc	110.0000	$14.00	$1,540.00
Arrow Constructions	110.0000	$14.00	$1,540.00
Engineer's Estimate	110.0000		
Associated Constructors	110.0000	$13.20	$1,452.00
8127051 _ Traffic Control LSUM			
Premeau Construction Inc	1.0000	$4,000.00	$4,000.00
Arrow Constructions	1.0000	$6,000.00	$6,000.00
Engineer's Estimate	1.0000		
Associated Constructors	1.0000	$5,000.00	$5,000.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
8160055 Sodding Syd			
Premeau Construction Inc	250.0000	$10.00	$2,500.00
Arrow Constructions	250.0000	$20.00	$5,000.00
Engineer's Estimate	250.0000		
Associated Constructors	250.0000	$8.00	$2,000.00
8160062 Topsoil Surface, Furn, 4 inch Syd			
Premeau Construction Inc	250.0000	$8.00	$2,000.00
Arrow Constructions	250.0000	$8.00	$2,000.00
Engineer's Estimate	250.0000		
Associated Constructors	250.0000	$3.14	$785.00
8167001 _ Place 4 inch Topsoil, Fertilizer, Seed, and M... Ft			
Premeau Construction Inc	600.0000	$2.50	$1,500.00
Arrow Constructions	600.0000	$8.00	$4,800.00
Engineer's Estimate	600.0000		

Schedule of Items

Bidder	Quantity	Unit Price	Extension
8167001 _ Place 4 inch Topsoil, Fertilizer, Seed, and M... Ft			
Associated Constructors	600.0000	$4.00	$2,400.00
Item totals for Schedule of Items (25 Items)			**Total**
Premeau Construction Inc			**Totals: $92,463.00**
Arrow Constructions			**Totals: $98,571.50**
Engineer's Estimate			**Totals:**
Associated Constructors			**Totals: $129,627.28**

CITY OF MARQUETTE
CHAPTER 3
CONSTRUCTION CONTRACT

PROJECT NAME: Sidewalk Repair, Extension and Safety Improvements Project

PROJECT NUMBERS: MQ23-018

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 Premeau Construction Inc. of Marquette MI, a Domestic Profit Corporation, holding license number 800036078, 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 10, 2023, and the completion date of this project is July 28th, 2023. The Contractor shall be penalized in the amount of $400 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 $92,463.00, 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 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 refereed 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

_____
Cody O. Mayer, Mayor
City of Marquette

_____
Witness

_____
Kyle L. Whitney, City Clerk
City of Marquette

Premeau Construction Inc.

_____
Witness

C. Wayne Premeau
By: C. Wayne Premeau
Its: President
Address: 904 W. Baraga Ave, Marquette
Telephone#: 906-228-8851

_____
Witness

APPROVED AS TO FORM:

_____
Suzanne C. Larsen
City Attorney

APPROVED AS TO SUBSTANCE:

_____
Karen M. Kovacs
City Manager

Agenda Date: 4/10/2023

Consent Agenda
Superior Hockey, LLC - Office and Storage Space Lease Agreement

BACKGROUND:

Superior Hockey, LLC has requested the City Commission renew its lease for office and storage space at Lakeview Arena, which expired August 31, 2022. Staff worked with the City Attorney and Superior Hockey, LLC to draft a standard lease agreement which provides for the terms and conditions of the lease, with an effective date of September 1, 2022. The monthly payment shall be $1,630.00. The term of the lease is five (5) years.

It should be noted the annual rental amount may increase at an amount not-to-exceed twenty (20%) percent of the previous year's rate.

This lease is for 2,039 square feet of office and storage space as outlined in exhibit A.

City Charter requires lease agreements to have two reads. The first read of this item was at the March 27, 2023 meeting.

FISCAL EFFECT:

The Lakeview Arena fund will receive $19,560 in revenue for FY23.

RECOMMENDATION:

Approve the five-year lease agreement with Superior Hockey, LLC for office and storage space at Lakeview Arena, and authorize the Mayor and Clerk to sign it.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Lease, Exhibit A and Insurance

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2023, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "LESSOR", and **SUPERIOR HOCKEY, LLC**, a Michigan limited liability company, of 401 E. Fair, Marquette Michigan 49855, hereinafter "LESSEE".

Recitals

A. Lessor is the owner and operator of Lakeview Arena, located at 401 E. Fair Avenue, Marquette, Michigan.

B. Lessee desires to lease and Lessor is willing to lease to Lessee office space and storage space as shown in Exhibit "A" located in Lakeview Arena in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Leased Premises

1.1 Lessor leases to Lessee the space ("Premises") as shown in Exhibit "A".

1.2 Lessee agrees to develop architectural and engineering plans for any and all renovations/remodeling required to meet the specific needs of Lessee for Lessee's intended uses. Lessee shall be responsible for constructing all renovations at Lessee's cost, and Lessee shall obtain Lessor's written approval of all such plans and specifications prior to beginning any construction activity.

1.3 Lessee shall have access to the Premises during all hours that Lakeview Arena is open to the public. Lessee shall have access to the premises during non-public hours only from the middle south entrance to the building as shown in Exhibit "A".

1.4 Lessee shall not install any signage within the Premises or outside or within Lakeview Arena without approval from Lessor, consistent with Lessor's City's sign ordinance. In the event Lessee installs any signage within the Premises or outside or within Lakeview Arena, lessee shall dismantle, dispose of and restore any damaged areas caused by signage at the end of the Lease term.

2. Term of Lease

2.1 The term of this Agreement shall be for a period beginning September 1, 2022 and ending August 31, 2027; and may, upon expiration of the original term, be renewed by written mutual consent of the parties for up to five (5) year terms upon terms and conditions as agreed upon by the parties.

2.2 Either party may terminate this lease on 90 days advance written notice to the other party.

3. Rent

3.1 The monthly rental amount shall be $1,630.00 due in advance on the first day of each month thereafter.

3.2 Lessee shall be responsible for its own telephone and internet service as needed and desired by Lessee.

3.3 Lessee is subject to increases based on increases in the City fee schedule as approved by the City Commission, not to exceed twenty percent (20%) of the previous year's rental rate. Lessee will be notified of any increase in the monthly rental amount no later than 30 days prior to the date the rental increase will begin.

3.4 Upon execution of this Lease, Lessee shall provide Lessor with an amount equal to one and one half month's rent as a security deposit to be held by Lessor during the duration of the Lease term and returned no later than 60 days following termination of the Lease term subject to outstanding rent, expenses incurred, or damages to the Premises.

4. Use of Leasehold Premises

4.1 Lessee shall use the Premises only as a full service hockey store, and not for any purpose that would:

a) be deemed hazardous to the public or adjoining premises including, but not necessarily limited to, fire, and environmental type hazards;

b) constitute a violation of any public law or requirement;

c) cause damage or injury to the Arena or any part of it (ordinary wear and tear excepted);

d) interfere with normal operations of the Arena's heating, air conditioning, ventilating, plumbing, or other mechanical or electrical systems;

e) constitute a public or private nuisance;

f) interfere with other Arena uses;

g) alter the appearance of the Arena exterior or any portion of the interior other than in the Premises, except as provided herein, without prior written approval of the Lessor;

h) place merchandise, materials, supplies, signs, or other thing of any kind on the sidewalks or other common areas without written approval;

i) permit refuse to accumulate in or around Premises; and,

j) obstruct entry ways.

4.2 Lessee is solely responsible for obtaining all necessary licenses and permits and otherwise complying with all laws as needed to comply with Lessee's intended use of the Premises..

4.3 Lessee is solely responsible for all aspects of conducting its business, including selection of products, determining pricing, obtaining all supplies and products and for all costs related to Lessee's intended use of the Premises.

5. Use of Common Areas by Lessee

5.1 During normal operational hours of Lakeview Arena, Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the hallways, public restrooms, entrance ways, public parking, sidewalks, and surrounding area, subject, however, to rules and regulations of Lessor regulating the use of same and displays, rules providing for safety and maintenance, and changes in the layout of common areas.

6. Maintenance and Repair

6.1 Lessee shall be responsible for all ordinary janitorial and cleaning of the Premises.

6.2 Lessee shall be solely responsible for the maintenance and repair of all equipment located on the Premises.

6.3 Lessee must obtain written consent of Lessor for all signage used by Lessee on the Premises and on or in Lakeview Arena. All signage approved by Lessor shall be maintained in good condition and repair, and shall be removed by Lessee no later than 15 days following termination of the Lease term without causing damage to the Premises or Lakeview Arena.

6.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas. Lessee will be notified of any repairs or alterations to the Premises at least 7 days in advance except in emergency situations.

7. Insurance and Indemnity

7.1 Lessee shall not permit any activity on the Premises which would invalidate or be in conflict with Lessor's fire, boiler, sprinkler, water damage, and extended coverage insurance policies covering the Arena and contents therein.

7.2 Lessee shall not permit any activity on the Premises which would cause Lessor's rate for the insurance described herein to be increased.

7.3 Lessee at its sole expense shall be responsible for insuring its own tangible personal property, equipment, and fixtures from loss from fire and other casualty and shall at all times provide Lessor with a certificate evidencing such coverage.

7.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of the Premises or the common areas of the Arena by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall be not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence for accident, bodily injury, or death; not less than Five Hundred Thousand and 00/100 Dollars ($500,000.00) for property damage. Lessee shall at all times provide Lessor with a copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof. Lessor shall be named as an additional insured on all insurance policies required by this lease.

7.5 Lessee will indemnify and hold Lessor harmless from and against all loss, cost, expense and liability whatsoever (including Lessor's cost of defending against the foregoing, such cost to include attorneys' fees) resulting or occurring by reason of Lessee's construction on, use of or occupancy of the Premises.

8. Damage by Fire or Other Causes

8.1 If the Premises is partially damaged by fire or other peril without the fault or neglect of Lessee or of its servants, employees, agents, visitors, invitees or licenses, the damage shall be repaired by Lessor and at Lessor's expense. If the Premises or the Arena is substantially damaged (herein defined as fifty (50%) per cent or more of the cost of replacement), Lessor may elect either to repair or rebuild the Premises or the Arena, as the case may be, or to terminate this lease upon giving notice of such election in writing to Lessee within ninety (90) days after the event causing the damage. If Lessor elects to rebuild, Lessee in a timely manner shall repair or replace its fixtures, furniture, equipment and improvements to at least the condition of same prior to the damage.

9. Assignment/Subletting

9.1 Lessee shall not assign or sublet the Premises or any part thereof without the express prior written consent of the Lessor.

9.2 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of the City.

9.3 Lessor may freely assign its rights and obligations under this Lease Agreement to any third party pursuant to a Purchase and Sale Agreement, Land Contract or similar instrument.

10. Use of Premises by Lessor

10.1 Lessor reserves for itself and its contractors and agents the right to enter the Premises at reasonable times for the of purpose inspecting, maintaining, installation, operation and repair services.

10.2 Lessor may close the building which is the subject of this Lease Agreement, in whole or in part, at any time during the leasehold period. In such event, the parties understand and agree that the Lessor is not responsible to reimburse the Lessee for any construction costs paid by Lessee to improve the leasehold space.

11. Covenant of Quiet Enjoyment

11.1 Lessor warrants and represents that it has full authority to execute this lease for the above term. Lessor covenants that upon Lessee paying the rents and performing its covenants and duties prescribed herein, Lessee may, except as otherwise described herein, have the exclusive and reasonable right to have, hold and enjoy the leasehold.

12. Lessor's Right to Perform Lessee's Obligation

12.1 If Lessee defaults in the observance or performance of any term or covenant of this lease, Lessor may, without thereby waiving the default, remedy the default at Lessee's expense. If, in connection therewith, Lessor makes any expenditure or incurs any obligation for the payment of money or in instituting, prosecuting, or defending any action or proceeding

commenced before or during the term of this lease, or after the expiration or termination of this lease including, but not necessarily limited to, legal expenses and attorneys' fees, Lessee shall pay to Lessor on demand the sums paid or obligations incurred together with legal fees and costs.

13. Default by Lessee

13.1 If the Lessee fails to pay rent when due; if the Lessee fails to perform any other obligations under this agreement within 30 days after receiving written notice of the default from the Lessor; if the Lessee makes any assignment for the benefit of creditors or a receiver is appointed for the Lessee or its property; or if any proceedings are instituted by or against the Lessee for bankruptcy (including reorganization) or under any insolvency laws, the Lessor may terminate this lease, reenter the Premises, and seek to relet the Premises on whatever terms the Lessor thinks advisable. Notwithstanding reentry by the Lessor, the Lessee shall continue to be liable to the Lessor for rent owed under this lease and for any rent deficiency that results from reletting the premises during the term of this lease. Notwithstanding any reletting without termination, the Lessor may at any time elect to terminate this lease for any default by the Lessee by giving the Lessee written notice of the termination.

13.2 In addition to the Lessor's other rights and remedies as stated in this lease, and without waiving any of those rights, if the Lessor deems necessary any repairs that the Lessee is required to make or if the Lessee defaults in the performance of any of its obligations under this lease, the Lessor may make repairs or cure defaults and shall not be responsible to the Lessee for any loss or damage that is caused by that action. The Lessee shall immediately pay to the Lessor, on demand, the Lessor's costs for curing any defaults, as additional rent under this lease.

13.3 The rights and remedies of Lessor shall be cumulative as more particularly provided at law or in equity pursuant to the laws of the State of Michigan.

14. Surrender of Leasehold Upon Termination of Lease

14.1 All renovations and improvements shall be at Lessee's expense and shall be considered fixtures and owned by Lessor upon termination of lease. Upon the expiration or termination of the lease, Lessee shall surrender the Premises in good order and condition, ordinary wear and tear excepted, and shall remove all of its property, fixtures, and equipment from the Premises. In removing its equipment, Lessee shall be solely liable for repairing any and all damages to the Premises. In the event that the Lessee fails to remove its equipment, and Lessor is required to do so, all costs and expenses incurred by Lessor in removing same and restoring the leasehold to useable condition shall be the financial responsibility of the Lessee.

14.2 If upon termination of the lease, Lessee has failed to remove its furniture, equipment, and fixtures, Lessor reserves the right to deem them abandoned and shall have the legal right to dispose of same, and costs incurred in disposing of same shall be the financial responsibility of Lessee.

15. Miscellaneous

15.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.

15.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

15.3 This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.

15.4 Any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

15.5 Waiver by Lessor of any breach of any covenant of duty of Lessee under this lease is not a waiver of a breach of any other covenant of duty of Lessee or any subsequent breach of the same covenant or duty.

15.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

15.7 All notices to be given under this lease shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address and Lessee's address as above stated or any other place that Lessor or Lessee may designate in a written notice given to the other parties. Notices shall be deemed served on the earlier of receipt or three (3) working days after the date of mailing.

The parties have set their hands on the day and year first above written

LESSOR
CITY OF MARQUETTE

Cody O. Mayer, Mayor

Kyle Whitney, Clerk

LESSEE
SUPERIOR HOCKEY, LLC

By:
Its:

APPROVED AS TO SUBSTANCE:

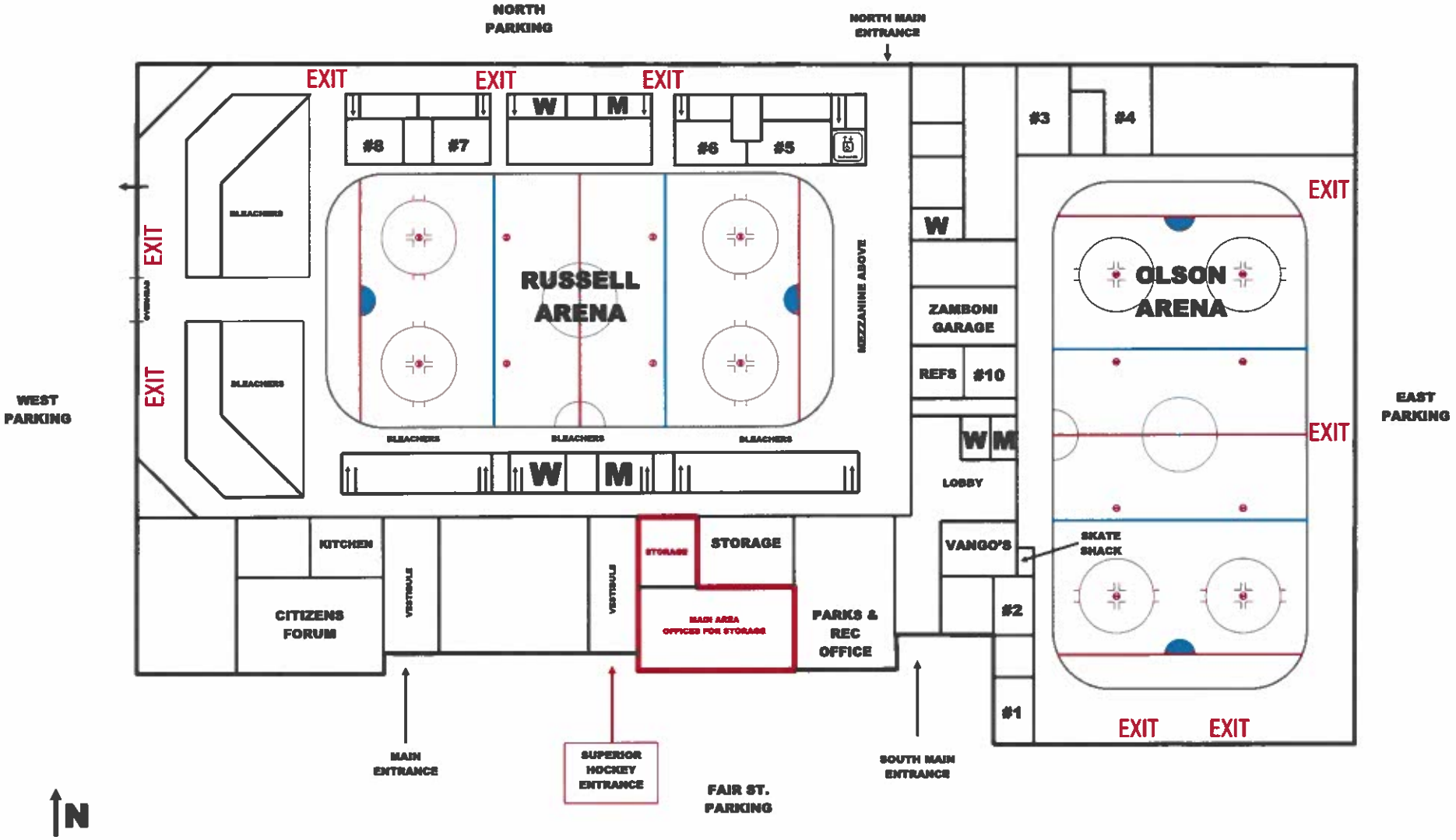
Karen M. Kovacs, City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney

LAKEVIEW ARENA

EXHIBIT A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/14/2023

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).

PRODUCER	CONTACT NAME: Sarah Niemela	
Vast 300 South Front Street Marquette MI 49855	PHONE (A/C, No, Ext): (906) 228-7500	FAX (A/C, No): (906) 228-5385
	E-MAIL ADDRESS: sarahn@vastsolution.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Acuity Insurance Company	14184
INSURED Superior Hockey LLC 401 E Fair Ave Marquette MI 49855	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2331421480 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		X84614	12/02/2022	12/02/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Damage to Rental	$ 100,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		X84614	12/02/2022	12/02/2023	[ ] PER STATUTE [ ] 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)

City of Marquette is additional insured in regards to the general liability per form CB-7034(7-13) when signed agreement is in place. All coverages are subject to insurance policy terms and conditions.

CERTIFICATE HOLDER

City of Marquette
300 W Baraga Avenue
Marquette MI 49855

CANCELLATION

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

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Agenda Date: 4/10/2023

Consent Agenda
Tourist Park Budget Adjustment

BACKGROUND:

The City Commission approved Sanders and Czapski Associates to design and oversee the installation of a playground at Tourist Park.

The City was successful in obtaining a Recreation Passport grant from the Department of Natural Resources in the amount of $45,000, with a $15,000 match, for the installation of playground equipment acquired from a Game Time grant. Through the design process staff has worked with Sanders and Czapski Associates to add accessible surfacing and elements consistent with the Parks and Recreation Master Plan. These accessible scope items have added significant cost to the project.

Engineers' estimates of costs indicate an additional $108,500 in costs, of which $75,000 is allocated to pour-in-place safety surfacing. The Tourist Park Enterprise Fund has adequate funds to cover the expense.

FISCAL EFFECT:

The Tourist Park budget requires an amendment to include an additional $110,000 for this project.

RECOMMENDATION:

Amend the Tourist Park budget to include an additional $110,000 for the playground installation.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

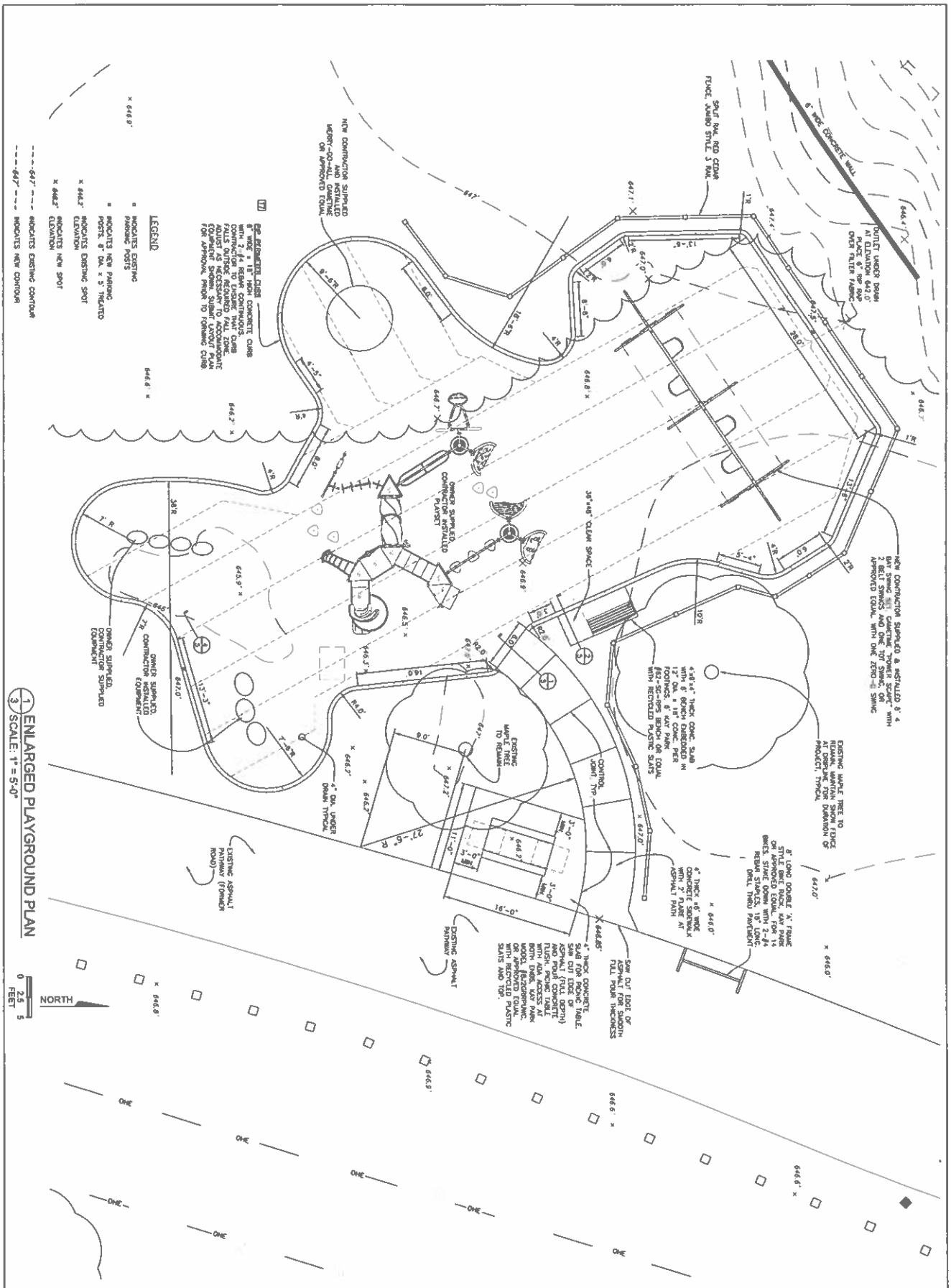
- Scope Items and Site Plan
- Map
- City Supplied Equipment
- Contractor Supplied Equipment

Project Implementation Schedule and Cost Estimate for: Submittal for Entire Project.

Tourist Park Day Use Playground / RP15-0023

City of Marquette, Michigan

Scope Item	Complete Plans and Specifications and Submit to DNR for Approval	Permits (Building Permit by Contractor)	Advertise for Bids/Quotes	Award Construction and Purchase Contracts and Notify DNR of Contractor/Vendor Approval	Begin Construction or Procurement	Complete Construction or Procurement	Submit Reimbursement Request to DNR
1 Access Pathway, 6' Wide or more Est. $10,000.00	January 2023	May 23, 2023	April 11, 2023	May 22, 2023	May 23, 2023	November 15, 2023	December 15, 2023
2 Play Equipment Est. $40,000.00	January 2023	May 23, 2023	April 11, 2023	May 22, 2023	May 23, 2023	November 15, 2023	December 15, 2023
3 Play Equipment Surfacing Only Est $75,000.00	January 2023	May 23, 2023	April 11, 2023	May 22, 2023	May 23, 2023	November 15, 2023	December 15, 2023
4 Landscaping Est. $41,000.00	January 2023	May 23, 2023	April 11, 2023	May 22, 2023	May 23, 2023	November 15, 2023	December 15, 2023
5 Bike Rack Est.$ 1,000.00	January 2023	May 23, 2023	April 11, 2023	May 22, 2023	May 23, 2023	November 15, 2023	December 15, 2023
6 Bench Est. $1,500.00	January 2023	May 23, 2023	April 11, 2023	May 22, 2023	May 23, 2023	November 15, 2023	December 15, 2023
Construction Total $168,500.00							



TOURIST PARK

DAY USE PLAYGROUND

MARQUETTE, MARQUETTE COUNTY, MICHIGAN

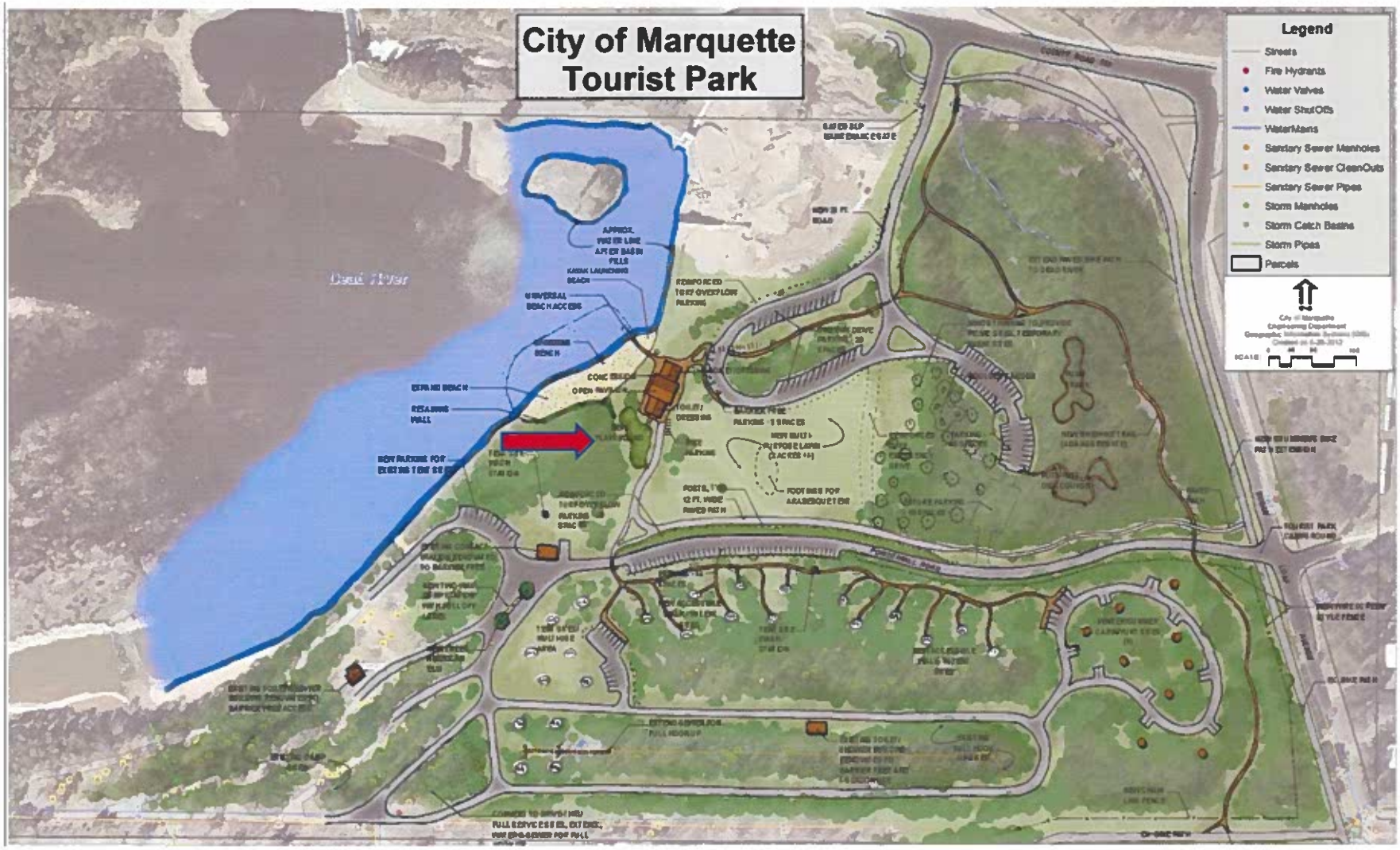
SANDERS & CZAPSKI ASSOCIATES, PLLC

architecture / landscape architecture / historic preservation

109 South Front Street / Suite 210 / Marquette, Michigan
Phone: 906.273.1207 / Fax: 906.273.1208
www.Sanders-Czapski.com

ISSUE/DATE:	
BIDDING	MARCH 1, 2023
BIDDING	AUGUST 22, 2023

3


City of Marquette
Tourist Park
Dead River
Legend
Streets
Fire Hydrants
Water Valves
Water ShutOffs
WaterMains
Sanitary Sewer Manholes
Sanitary Sewer CleanOuts
Sanitary Sewer Pipes
Storm Manholes
Storm Catch Basins
Storm Pipes
Parcels

Zero-G Swing Chair - 5-12









Adding a Zero-G Chair swing to your playground allows children who require additional support to swing alongside their friends. This creates an inclusive environment of play parity where everyone can join in the fun. The Zero-G Chair is available for ages 2-5 and 5-12.

Features and Benefits:

- Children with physical disabilities can experience movement apart from their mobility device
- High back, wing support, wide base and molded harnes help the user maintain a neutral body position and minimize fatigue
- Fully engages the senses and encourages interaction among caregivers and peers

Model: 8556
Age Group: 5 to 12 Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit **gametime.com/warranty** for full warranty information

Designing award-winning playgrounds since 1929.

Certified Installer Network - GameTime trained for GameTime playgrounds.

Complies with ASTM standards before it leaves the factory.

Merry Go All



Merry-Go-All is a fully accessible, forward-facing inclusive merry-go-round for up to 8 passengers (4 seated, 4 standing). It's a fun motion activity for everyone to enjoy. It features grip/grasp areas to hold onto while riding or pushing others. The center wheel remains stationary so children can work together to turn Merry-Go-All while seated. Available in multi-color...

Features and Benefits:

- Inclusive design with seats at transfer height
- Forward-facing design for up to 8 users (4 seated, 4 standing)
- Promotes social interaction and collaborative play
- Designed for use with an optional 5-point harness (not included)
- Durable, frictionless magnetic braking system to minimize speed

Model: 6272
Use Zone: 19' X 19'
Fall Height: 4'
Age Group: 2 to 5 Years
Age Group: 5 to 12 Years
Number of Children: 8

Limited Lifetime Warranty on uprights, hardware and connections. Visit **gametime.com/warranty** for full warranty information

Designing award-winning playgrounds since 1929.

Certified Installer Network - GameTime trained for GameTime playgrounds.

Complies with ASTM standards before it leaves the factory.

City of Marquette, MI

CITY OF MARQUETTE
Tourist Park - Option Six

GameTime
A PLAYCORE Company



www.gametime.com

800.235.2440

City of Marquette, MI

CITY OF MARQUETTE
Tourist Park - Option Six (Reverse View)

GameTime
A PLAYCORE Company



www.gametime.com

800.235.2440

Agenda Date: 4/10/2023

Unfinished Business
Ordinance 702 - Authorized Officials - Roll Call Vote

BACKGROUND:

For decades, the City of Marquette has utilized a municipal ordinance violations bureau to process municipal civil infraction violation notices, pursuant to state law (MCL 600.8707). The law stipulates that these violation notices can be issued by "authorized local officials".

The attached ordinance would amend Chapter 30, Article II of the Marquette City Code in order to:

- Clarify and expand the list of City officials authorized to issue municipal civil infraction citations and violation notices.
- Remove sections of the Article that reference the fine amounts for civil infractions, as these fines are set via the annual City fee schedule.
- Remove sections of the Article that are redundant with state law.

Also attached is a version of Article II with the recommended changes reflected, as well as a clean copy of Article II with the changes incorporated.

Per City Charter, this ordinance cannot be adopted at the meeting in which it is introduced. The first read of this ordinance occurred at the Commission's March 13 meeting.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Adopt Ordinance 702.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Proposed Ch 30, Art II - with changes
- Proposed Ch 30, Art II - clean copy
- Ordinance 702 - Draft

ARTICLE II. MUNICIPAL CIVIL INFRACTIONS[1]

Sec. 30-19. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Act means Public Act No. 236 of 1961 (MCL 600.101 et seq.).

Authorized city official means a police officer or other personnel of the city authorized by this Code or any city ordinance to issue municipal civil infraction citations or municipal civil infraction violation notices.

Bureau means the city municipal ordinance violations bureau as established by this article.

~~*Municipal civil infraction action* means a civil action in which the defendant is alleged to be responsible for a municipal civil infraction.~~

Municipal civil infraction citation means a written complaint or notice prepared by an authorized city official, directing a person to appear in court regarding the occurrence or existence of a municipal civil infraction violation by the person cited.

Municipal civil infraction violation notice means a written notice prepared by an authorized city official, directing a person to appear at the ~~city municipal ordinance violations~~ bureau and to pay the fine and costs, if any, prescribed for the violation by the schedule of civil fines adopted by the city, as authorized by sections 8396 and 8707(6) of the Act ~~(MCL 600.8396 and 600.8707(6))~~.

(Code 1999, § 200.01)

~~Sec. 30-20. Municipal civil infraction actions; commencement.~~

~~A municipal civil infraction action may be commenced upon the issuance by an authorized city official of a municipal civil infraction citation directing the alleged violator to appear in court, or a municipal civil infraction violation notice directing the alleged violator to appear at the city municipal ordinance violations bureau.~~

~~(Code 1999, § 200.02)~~

~~Sec. 30-21. Municipal civil infraction citations—Issuance and service.~~

~~Municipal civil infraction citations shall be issued and served by authorized city officials as follows:~~

~~(1) The time for appearance specified in a citation shall be within a reasonable time after the citation is issued.~~

~~(2) The place for appearance specified in a citation shall be the district court for the district, whose jurisdiction encompasses the city.~~

[1]State law reference(s)—Municipal civil infractions, MCL 600.8701 et seq.

(3) Each citation shall be numbered consecutively and shall be in a form approved by the state court administrator. The original citation shall be filed with the district court. A copy of the citation shall be retained by the city and issued to the alleged violator as provided by section 8705 of the Act (MCL 600.8705).

(4) A citation for a municipal civil infraction signed by an authorized city official shall be treated as made under oath if the violation alleged in the citation occurred in the presence of the official signing the complaint and if the citation contains the following statement immediately above the date and signature of the official:

"I declare under the penalty of perjury that the statements above are true to the best of my information, knowledge, and belief."

(5) An authorized city official who witnesses a person commit a municipal civil infraction shall prepare and subscribe, as soon as possible and as completely as possible, an original and required copies of a citation.

(6) An authorized city official may issue a citation to a person if:

a. Based upon investigation, the official has reasonable cause to believe that the person is responsible for a municipal civil infraction; or

b. Based upon investigation of a complaint by someone who allegedly witnessed the person commit a municipal civil infraction, the official has reasonable cause to believe that the person is responsible for an infraction and if the prosecuting attorney or city attorney approves in writing the issuance of the citation.

(7) Municipal civil infraction citations shall be served by an authorized city official as follows:

a. Except as provided by subsection (7)b of this section, an authorized city official shall personally serve a copy of the citation upon the alleged violator.

b. If the municipal civil infraction action involves the use or occupancy of land, a building, or other structure, a copy of the citation does not need to be personally served upon the alleged violator, but may be served upon an owner or occupant of the land, building, or structure by posting the copy on the land or attaching the copy to the building or structure. In addition, a copy of the citation shall be sent by first class mail to the owner of the land, building, or structure at the owner's last known address.

(Code 1999, § 200.03)

Sec. 30-22. Same—Contents.

(a) A municipal civil infraction citation shall contain the name and address of the alleged violator, the municipal civil infraction alleged, the place where the alleged violator shall appear in court, the telephone number of the court, and the time at or by which the appearance shall be made.

(b) Further, the citation shall inform the alleged violator that he may do one of the following:

(1) Admit responsibility for the municipal civil infraction by mail, in person, or by representation, at or by the time specified for appearance;

(2) Admit responsibility for the municipal civil infraction with explanation by mail by the time specified for appearance, or in person, or by representation;

(3) Deny responsibility for the municipal civil infraction by doing either of the following:

a. Appearing in person for an informal hearing before a judge or district court magistrate, without the opportunity of being represented by an attorney, unless a formal hearing before a judge is requested by the city;

b. Appearing in court for a formal hearing before a judge, with the opportunity of being represented by an attorney.

(c) The citation shall also inform the alleged violator of all of the following:

(1) That if the alleged violator desires to admit responsibility with explanation in person or by representation, the alleged violator must apply to the court in person, by mail, by telephone, or by representation within the time specified for appearance and obtain a scheduled date and time for an appearance;

(2) That if the alleged violator desires to deny responsibility, the alleged violator must apply to the court in person, by mail, by telephone, or by representation within the time specified for appearance and obtain a scheduled date and time to appear for a hearing, unless the hearing date is specified on the citation;

(3) That a hearing shall be an informal hearing unless a formal hearing is requested by the alleged violator or the city;

(4) That at an informal hearing the alleged violator must appear in person before a judge or district court magistrate, without the opportunity of being represented by an attorney;

(5) That at a formal hearing the alleged violator must appear in person before a judge with the opportunity of being represented by an attorney.

(d) The citation shall contain a notice in boldface type that the failure of the alleged violator to appear within the time specified in the citation, or at the time scheduled for a hearing or appearance, is a misdemeanor and will result in entry of a default judgment against the alleged violator on the municipal civil infraction.

(Code 1999, § 200.04)

Sec. 30-203. Municipal ordinance violations bureau; violation notices.

(a) *Established.* The city hereby establishes a municipal ordinance violations bureau, ("bureau") as authorized under section 8396 of the Act (MCL 600.8396) to accept admissions of responsibility for municipal civil infractions in response to municipal civil infraction violation notices issued and served by authorized city officials, and to collect and retain civil fines and costs as prescribed by this Code or any city ordinance.

(b) *Location; supervision; employees; rules and regulations.* The bureau shall be located at city hall, and shall be under the supervision and control of the city treasurer. The city treasurer, subject to the approval of the city commission, shall adopt rules and regulations for the operation of the bureau and appoint any necessary, qualified city employees to administer the bureau.

(c) *Disposition of violations.* The bureau may dispose only of municipal civil infraction violations for which a fine has been scheduled and for which a municipal civil infraction violation notice has been issued. The fact that a fine has been scheduled for a particular violation shall not entitle any person to dispose of the violation at the bureau. Nothing in this section or article shall prevent or restrict the city from issuing a municipal civil infraction citation for any violation or from prosecuting any violation in a court of competent jurisdiction. No person shall be required to dispose of a municipal civil infraction at the bureau and may have the violation processed before a court of appropriate jurisdiction. The unwillingness of any person to dispose of any violation at the bureau shall not prejudice the person or in any way diminish the person's rights, privileges, and protection afforded by law.

(d) *Limitation on accepting admissions of responsibility.* The scope of the bureau's authority shall be limited to accepting admissions of responsibility for municipal civil infractions and collecting and retaining civil fines and costs as a result of those admissions. The bureau shall not accept payment of a fine from any person who denies having committed the offense or who admits responsibility only with explanation, and in no event shall the bureau determine or attempt to determine the truth or falsity of any fact or matter relating to an alleged violation.

(e) *Municipal civil infraction violation notices.* Municipal civil infraction violation notices shall be issued and served by authorized city officials under the same circumstances and upon the same persons as provided for citations as provided in ~~section 30-21(6) and (7)~~the Act. In addition to any other information required by this Code or other city ordinance, the notice of violation shall indicate the time by which the alleged violator must appear at the bureau, the method by which an appearance may be made, the address and telephone number of the bureau, the hours during which the bureau is open, the amount of the fine scheduled for the alleged violation, and the consequences for failure to appear and pay the required fine within the required time.

(f) *Appearance; payment of fines and costs.* An alleged violator receiving a municipal civil infraction violation notice shall appear at the bureau and pay the specified fine and costs at or by the time specified for appearance in the municipal civil infraction violation notice. An appearance may be made by mail, in person, or by representation.

(g) *Procedure where admission of responsibility not made or fine not paid.* If an authorized city official issues and serves a municipal civil infraction violation notice and if an admission of responsibility is not made and the civil fine and costs, if any, prescribed by a schedule of fines for the violation are not paid at the bureau, a municipal civil infraction citation may be filed with the district court, pursuant to the Act, and a copy of the citation may be served by first class mail upon the alleged violator at the alleged violator's last known address. The citation filed with the court does not need to comply in all particulars with the requirements for citations as provided ~~by sections 8705 and 8709 of the Act (MCL 600.8705 and 600.8709)~~the Act but shall consist of a sworn complaint containing the allegations stated in the municipal ordinance violation notice and shall fairly inform the alleged violator how to respond to the citation.

(Code 1999, § 200.05)

Sec. 30-214. ~~Issuance of an appearance ticket by designated public servants~~Authorized city officials.

~~(1) (a) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:~~

~~(2) *Appearance ticket* means a complaint or written notice issued and subscribed by a police officer or other public servant authorized by law or ordinance to issue such appearance ticket, directing a designated person to appear before a judge of the 96th District Court for the county to answer his alleged commission of the violation or violations of state law or local ordinance as set forth on the appearance ticket. The form of the appearance ticket shall be as provided by MCL 764.9f.~~

~~(3) *Public servant* means any officer or employee empowered to issue and serve an appearance ticket.~~

~~(4) (b) A public servant of the city who has authorization to issue and serve an appearance ticket of the city may, pursuant to MCL 764.9a et seq., and subject to the provisions hereof, serve an appearance ticket on a person if the public servant has reasonable cause to believe that the person has committed the offense charged.~~

(1) (~~c~~1) The following personnel of the city have the authority to issue municipal civil infraction citations and municipal civil infraction violation notices pursuant to this article:

~~a. Police officers.~~

~~b. Fire chief.~~

~~c. Zoning administrator or zoning officials.~~

~~d. Code enforcement officer.~~

~~e. Community services director.~~

~~f. City manager.~~

a. City manager.

b. Police chief.

c. Police officers.

d. Fire chief.

e. Fire marshal.

f. Fire officers.

g. Rental inspector.

h. Zoning administrator or zoning officials.

i. Code enforcement officer.

j. Community services director

k. Other individuals designated as authorized officials by the city manager, police chief, or fire chief.

~~(5)~~(2) ~~(d)~~ The city manager may establish an appropriate training program to instruct each public servant authorized to issue an appearance ticket.

(Code 1999, § 200.06)

Sec. 30-2~~5~~25. Fines ~~and sanctions~~; repeat offenses.

(1) A schedule of fines shall be adopted by the city commission as part of the annual fee schedule and fines stated therein shall be payable to the bureau for admissions of responsibility by persons served with municipal civil infraction violation notices.

(2) Increased civil fines may be imposed for repeated violations by a person of any requirement or provision of any ordinance. As used in this section, the term "repeat offense" means a second (or any subsequent) municipal civil infraction violation of the same requirement or provision committed by a person within any one-year period, unless some other period is specifically provided by ordinance, and for which the person admits responsibility or is determined to be responsible. Unless otherwise specifically provided by any ordinance.

~~The sanction for a violation which is a municipal civil infraction shall be a civil fine in the amount as provided by this Code, plus any costs, damages, expenses and other sanctions, as authorized under PA 236 of 1961, as amended, and other applicable laws.~~

~~(1) Unless otherwise specifically provided by this Code, the civil fine for a violation shall be $50.00, plus costs and other sanctions, for each infraction.~~

(2) Increased civil fines may be imposed for repeated violations by a person of any requirement or provision of this Code. As used in this section "repeat offense" means a second (or any subsequent) municipal civil infraction violation of the same requirement or provision (i) committed by a person within any six-month period (unless some other period is specifically provided by this Code) and (ii) for which the person admits responsibility or is determined to be responsible. Unless otherwise specifically provided by this Code, the increased fine for a repeat offense shall be as follows:

a. The fine for any offense which is a first repeat offense shall be $100.00, plus costs.

b. The fine for any offense which is a second repeat offense or any subsequent repeat offense shall be $500.00, plus costs.

(Code 1999, § 200.07; Ord. No. 665, § 4, 5-14-2018)

Editor's note(s)—Ord. No. 665, § 4, adopted May 14, 2018, changed the title of § 30-25 from "Fines" to read as herein set out.

Sec. 30-26. Failure to appear; penalty.

A person served with a municipal civil infraction citation as provided in section 30-24 who fails to appear within the time specified in the citation or at the time scheduled for a hearing or appearance is guilty of a misdemeanor, punishable by a fine of not more than $500.00. Failure to appear will also result in the entry of a default judgment on the municipal civil infraction.

(Code 1999, § 200.08)

ARTICLE II. MUNICIPAL CIVIL INFRACTIONS[1]

Sec. 30-19. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Act means Public Act No. 236 of 1961 (MCL 600.101 et seq.).

Authorized city official means a police officer or other personnel of the city authorized by this Code or any city ordinance to issue municipal civil infraction citations or municipal civil infraction violation notices.

Bureau means the city municipal ordinance violations bureau as established by this article.

Municipal civil infraction citation means a written complaint or notice prepared by an authorized city official, directing a person to appear in court regarding the occurrence or existence of a municipal civil infraction violation by the person cited.

Municipal civil infraction violation notice means a written notice prepared by an authorized city official, directing a person to appear at the bureau and to pay the fine and costs, if any, prescribed for the violation by the schedule of civil fines adopted by the city, as authorized by sections 8396 and 8707(6) of the Act.

Sec. 30-20. Municipal ordinance violations bureau; violation notices

(a) *Established.* The city hereby establishes a municipal ordinance violations bureau, as authorized under section 8396 of the Act to accept admissions of responsibility for municipal civil infractions in response to municipal civil infraction violation notices issued and served by authorized city officials, and to collect and retain civil fines and costs as prescribed by this Code or any city ordinance.

(b) *Location; supervision; employees; rules and regulations.* The bureau shall be located at city hall, and shall be under the supervision and control of the city treasurer. The city treasurer, subject to the approval of the city commission, shall adopt rules and regulations for the operation of the bureau and appoint any necessary, qualified city employees to administer the bureau.

(c) *Disposition of violations.* The bureau may dispose only of municipal civil infraction violations for which a fine has been scheduled and for which a municipal civil infraction violation notice has been issued. The fact that a fine has been scheduled for a particular violation shall not entitle any person to dispose of the violation at the bureau. Nothing in this section or article shall prevent or restrict the city from issuing a municipal civil infraction citation for any violation or from prosecuting any violation in a court of competent jurisdiction. No person shall be required to dispose of a municipal civil infraction at the bureau and may have the violation processed before a court of appropriate jurisdiction. The unwillingness of any person to dispose of any violation at the bureau shall not prejudice the person or in any way diminish the person's rights, privileges, and protection afforded by law.

(d) *Limitation on accepting admissions of responsibility.* The scope of the bureau's authority shall be limited to accepting admissions of responsibility for municipal civil infractions and collecting and retaining civil fines and costs as a result of those admissions. The bureau shall not accept payment of a fine from any person who denies having committed the offense or who admits responsibility only with explanation, and in no

[1]State law reference(s)—Municipal civil infractions, MCL 600.8701 et seq.

event shall the bureau determine or attempt to determine the truth or falsity of any fact or matter relating to an alleged violation.

(e) *Municipal civil infraction violation notices.* Municipal civil infraction violation notices shall be issued and served by authorized city officials under the same circumstances and upon the same persons as provided for citations as provided in the Act. In addition to any other information required by this Code or other city ordinance, the notice of violation shall indicate the time by which the alleged violator must appear at the bureau, the method by which an appearance may be made, the address and telephone number of the bureau, the hours during which the bureau is open, the amount of the fine scheduled for the alleged violation, and the consequences for failure to appear and pay the required fine within the required time.

(f) *Appearance; payment of fines and costs.* An alleged violator receiving a municipal civil infraction violation notice shall appear at the bureau and pay the specified fine and costs at or by the time specified for appearance in the municipal civil infraction violation notice. An appearance may be made by mail, in person, or by representation.

(g) *Procedure where admission of responsibility not made or fine not paid.* If an authorized city official issues and serves a municipal civil infraction violation notice and if an admission of responsibility is not made and the civil fine and costs, if any, prescribed by a schedule of fines for the violation are not paid at the bureau, a municipal civil infraction citation may be filed with the district court, pursuant to the Act, and a copy of the citation may be served by first class mail upon the alleged violator at the alleged violator's last known address. The citation filed with the court does not need to comply in all particulars with the requirements for citations as provided the Act but shall consist of a sworn complaint containing the allegations stated in the municipal ordinance violation notice and shall fairly inform the alleged violator how to respond to the citation.

Sec. 30-21. Authorized city officials.

The following personnel of the city have the authority to issue municipal civil infraction citations and municipal civil infraction violation notices pursuant to this article:

a. City manager.

b. Police chief.

c. Police officers.

d. Fire chief.

e. Fire marshal.

f. Fire officers.

g. Rental inspector.

h. Zoning administrator or zoning officials.

i. Code enforcement officer.

j. Community services director

k. Other individuals designated as authorized officials by the city manager, police chief, or fire chief.

(2) The city manager may establish an appropriate training program to instruct each public servant authorized to issue an appearance ticket.

Sec. 30-22. Fines; repeat offenses.

(1) A schedule of fines shall be adopted by the city commission as part of the annual fee schedule and fines stated therein shall be payable to the bureau for admissions of responsibility by persons served with municipal civil infraction violation notices.

(2) Increased civil fines may be imposed for repeated violations by a person of any requirement or provision of any ordinance. As used in this section, the term “repeat offense” means a second (or any subsequent) municipal civil infraction violation of the same requirement or provision committed by a person within any one-year period, unless some other period is specifically provided by ordinance, and for which the person admits responsibility or is determined to be responsible. Unless otherwise specifically provided by any ordinance.

ORDINANCE #702
AN ORDINANCE TO AMEND MARQUETTE CITY CODE CHAPTER 30 – LAW ENFORCEMENT, IN ORDER TO CLARIFY THE PROCESSES FOR HANDLING CIVIL INFRACTION VIOLATIONS

INTENT
The purpose of this ordinance is to amend several sections of Chapter 30, Article II of the Marquette City Code in order to clarify and expand the list of City officials authorized to issue municipal civil infraction citations and violation notices and to repeal portions of the Code that are handled separately by City Commission resolution or that are redundant with state law.

The City of Marquette Ordains:

SECTION 1. That Section 30-19 be hereby amended in its entirety to read as follows:

Sec. 30-19. Definitions.
The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Act means Public Act No. 236 of 1961 (MCL 600.101 et seq.).

Authorized city official means a police officer or other personnel of the city authorized by this Code or any city ordinance to issue municipal civil infraction citations or municipal civil infraction violation notices.

Bureau means the city municipal ordinance violations bureau as established by this article.

Municipal civil infraction citation means a written complaint or notice prepared by an authorized city official, directing a person to appear in court regarding the occurrence or existence of a municipal civil infraction violation by the person cited.

Municipal civil infraction violation notice means a written notice prepared by an authorized city official, directing a person to appear at the bureau and to pay the fine and costs, if any, prescribed for the violation by the schedule of civil fines adopted by the city, as authorized by sections 8396 and 8707(6) of the Act.

SECTION 2. **That Sections 30-20 through 30-25 be hereby repealed.**

SECTION 3. **That new Sections 30-20 through 30-22 be hereby adopted, to read as follows:**

Sec. 30-20. Municipal ordinance violations bureau; violation notices.

(a) *Established.* The city hereby establishes a municipal ordinance violations bureau, as authorized under section 8396 of the Act to accept admissions of responsibility for municipal civil infractions in response to municipal civil infraction violation notices issued and served by authorized city officials, and to collect and retain civil fines and costs as prescribed by this Code or any city ordinance.

(b) *Location; supervision; employees; rules and regulations.* The bureau shall be located at city hall, and shall be under the supervision and control of the city treasurer. The city treasurer, subject to the approval of the city commission, shall adopt rules and regulations for the operation of the bureau and appoint any necessary, qualified city employees to administer the bureau.

(c) *Disposition of violations.* The bureau may dispose only of municipal civil infraction violations for which a fine has been scheduled and for which a municipal civil infraction violation notice has been issued. The fact that a fine has been scheduled for a particular violation shall not entitle any person to dispose of the violation at the bureau. Nothing in this section or article shall prevent or restrict the city from issuing a municipal civil infraction citation for any violation or from prosecuting any violation in a court of competent jurisdiction. No person shall be required to dispose of a municipal civil infraction at the bureau and may have the violation processed before a court of appropriate jurisdiction. The unwillingness of any person to dispose of any violation at the bureau shall not prejudice the person or in any way diminish the person's rights, privileges, and protection afforded by law.

(d) *Limitation on accepting admissions of responsibility.* The scope of the bureau's authority shall be limited to accepting admissions of responsibility for municipal civil infractions and collecting and retaining civil fines and costs as a result of those admissions. The bureau shall not accept payment of a fine from any person who denies having committed the offense or who admits responsibility only with explanation, and in no event shall the bureau determine or attempt to determine the truth or falsity of any fact or matter relating to an alleged violation.

(e) *Municipal civil infraction violation notices.* Municipal civil infraction violation notices shall be issued and served by authorized city officials under the same circumstances and upon the same persons as provided for citations as provided in the Act. In addition to any other information required by this Code or other city ordinance, the notice of violation shall indicate the time by which the alleged violator must appear at the bureau, the method by which an appearance may be made, the address and telephone number of the bureau, the hours during which the bureau is open, the amount of the fine scheduled for the alleged violation, and the consequences for failure to appear and pay the required fine within the required time.

(f) *Appearance; payment of fines and costs.* An alleged violator receiving a municipal civil infraction violation notice shall appear at the bureau and pay the specified fine and costs at or by the time specified for appearance in the municipal civil infraction violation notice. An appearance may be made by mail, in person, or by representation.

(g) *Procedure where admission of responsibility not made or fine not paid.* If an authorized city official issues and serves a municipal civil infraction violation notice and if an admission of responsibility is not made and the civil fine and costs, if any, prescribed by a schedule of fines for the violation are not paid at the bureau, a municipal civil infraction citation may be filed with the district court, pursuant to the Act, and a copy of the citation may be served by first class mail upon the alleged violator at the alleged violator's last known address. The citation filed with the court does not need to comply in all particulars with the requirements for citations as provided the Act but shall consist of a sworn complaint containing the allegations stated in the municipal ordinance violation notice and shall fairly inform the alleged violator how to respond to the citation.

Sec. 30-21. Authorized city officials.

(a) The following personnel of the city have the authority to issue municipal civil infraction citations and municipal civil infraction violation notices pursuant to this article:
    (1) City manager.
    (2) Police chief.
    (3) Police officers.
    (4) Fire chief.
    (5) Fire marshal.
    (6) Fire officers.
    (7) Rental inspector.
    (8) Zoning administrator or zoning officials.
    (9) Code enforcement officer.
    (10) Community services director
    (11) Other individuals designated as authorized officials by the city manager, police chief, or fire chief.

(b) The city manager may establish an appropriate training program to instruct each public servant authorized to issue an appearance ticket.

Sec. 30-22. Fines, repeat offenses.

(a) A schedule of fines shall be adopted by the city commission as part of the annual fee schedule and fines stated therein shall be payable to the bureau for admissions of responsibility by persons served with municipal civil infraction violation notices.

(b) Increased civil fines may be imposed for repeated violations by a person of any requirement or provision of any ordinance. As used in this section, the term “repeat offense” means a second (or any subsequent) municipal civil infraction violation of the same requirement or provision committed by a person within any one-year period, unless some other period is specifically provided by ordinance,

and for which the person admits responsibility or is determined to be responsible. Unless otherwise specifically provided by any ordinance.

<u>SECTION 4.</u> That this ordinance shall take effect ten days after adoption but not before publication.

_____ _____

Cody O. Mayer, Mayor Kyle Whitney, City Clerk

Date Adopted: _____ Date Published: _____

Agenda Date: 4/10/2023

New Business
Solids Handling Project Bid - Roll Call Vote

BACKGROUND:

The City of Marquette, in cooperation with the Marquette Area Wastewater Advisory Board (MAWTAB), has planned capital improvements for the Marquette Area Wastewater Facility with the following goals:

- Provide septage/High Strength Waste (HSW) receiving services.
- Leverage existing assets to produce additional biogas.
- Utilize the biogas in existing engine generators to produce renewable energy in the form of electricity and heat.
- Improve reliability and redundancy of biosolids processing to support water quality objectives and National Pollution Discharge Elimination System (NPDES) compliance (EGLE requires 180 days of on-site solids storage).
- Address additional system needs including effluent DO compliance, vactor debris handling, and decant pump station deficiencies.

Donohue and Associates developed a Project Plan for the wastewater treatment plant improvements and other projects in 2018, as a mechanism to facilitate funding through the Clean Water State Revolving Loan Funding (CWSRF) program. The project was designed and bid in 2021. Due to high costs and the potential for additional funding, the project was re-packaged and rebid in 2023.

Rebidding the project resulted in the City receiving $5,857,500 in grant funding and securing a 20–year loan with a 1.875% interest rate. Bids for the project were opened on February 16, 2023. The City received one bid from Miron Construction that exceeded the City's budget by $2 million dollars (approximately 30%). At the MAWTAB meeting held on March 14, 2023, the advisory board agreed unanimously to award the project to Miron Construction with the inclusions of alternative 1, the Huber septage receiving screen, and alternate 5, needed improvements to address regulatory and safety issues.

To reduce the impact of the higher bid the board also approved using $1,380,000 from the facilities reserve fund, leaving a balance of $534,456. The remainder of the costs will be added to the CWSRF loan.

FISCAL EFFECT:

The total estimated project costs including design, services during construction, construction and bonding are $14,064,000 with $6,826,000 borrowed through the CWSRF program to fund the project. The remaining costs are funded with $5,857,500 in grant funds and $1,380,000 in reserve funds.

RECOMMENDATION:

Accept the bid from Miron Construction with the recommended alternatives in the amount of $12,758,234, as well as the grant funding in the amount of $5,857,500, authorize the remainder of the project funding through $1,380,000 from the facilities reserve fund and a CWSRF loan, and authorize the City Manager or her designee to sign the resolution.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Resolution Letter
- Bid Memo

A RESOLUTION TO TENTATIVELY AWARD A CONSTRUCTION CONTRACT FOR WASTEWATER SYSTEM IMPROVEMENTS

WHEREAS, the City of Marquette wishes to construct improvements to its existing wastewater treatment and collection system; and

WHEREAS, the wastewater system improvements project formally adopted on April 8, 2019 *(date of final project plan adoption)* will be funded through Michigan's CWSRF Program; and

WHEREAS, the City of Marquette has sought and received construction bids for the proposed improvements and has received a low bid in the amount of $12,758,325 from Miron Construction Co., Inc.; and

WHEREAS, the project engineer, Donohue & Associates, Inc., has recommended awarding the contract to the low bidder.

NOW THEREFORE BE IT RESOLVED, that the City of Marquette tentatively awards the contract for construction of the proposed wastewater system improvements project to Miron Construction Co., Inc., contingent upon successful financial arrangements with the CWSRF Program.

Yeas:

Nays:

Abstain:

Absent:

I certify that the above Resolution was adopted by City of Marquette *(the governing body of the applicant)* on _____.

BY: _____

Name and Title *(please print or type)*

_____

Signature Date

Bid Evaluation Memorandum
Marquette WWTF
Biosolids Improvements Project
City of Marquette

Date: April 10, 2023

To: Mark O'Neill, City of Marquette

Copy: Craig Heisel, Donohue

From: Allen Williams, Donohue

Re: Marquette Area Wastewater Treatment Facility Biosolids Improvements (Project)
Bid Evaluation Memorandum

Bid Summary

This memo summarizes the bids the City received for the Marquette Biosolids Improvement Project. Bids were received on Thursday, February 16th at 2:00 PM and publicly opened at the conference room at the Municipal Service Center, 1100 Wright St, Marquette, MI 49855. The City received one bid.

The Bid Form included a base bid and six alternates. In evaluating bids for the lowest bid price, the City will consider the sum of the base bid plus any alternates it determines to award. The City has the flexibility and authority to accept any alternates it deems to be in the best interest of the City, taking into consideration financial impacts and the needs of the project. Table 1 summarizes the bids received by the City along with the Engineer's estimate.

Table 1 Bid Summary

Basis of Bid		Miron	Engineer's Estimate
Unit Price Schedule			
Lump Sum Bid Price -		$12,545,138	$9,389,217
Alternates			
1	Waste Receiving Station Equipment by Huber	$27,642	$62,000
2	BFP Feed Pump No 2	$170,761	$141,000
3	Building 960 Cake Storage Structure No. 2 Larger Footprint	$304,194	$240,000
4	High Pressure W3 Pump No 1	$95,462	$113,000
5	Additional Capital Improvements (Non SRF)	$185,544	$165,000
6	Odor Control System	$217,564	$300,000
Bidder Total			
Bidder Total		$13,546,305	$10,410,217

State Revolving Fund, Project Bonding, and Budget

A design and construction budget of $11.7 M for the project was developed for the Michigan State Revolving Fund (SRF) Intent to Apply (ITA) submitted in November 2021. Bid costs received in June 2021 (plus inflation estimates) were the basis for the costs included in the ITA. The project is approved for funding through the SRF fund at an interest rate of 1.88%. The City has worked with their Bond Council to approve bonding for this project.

Bid alternate 1 includes Huber waste receiving station equipment in lieu of the base bid manufacturer. Huber is the same manufacturer as other reliable screening equipment at the plant. Alternate 1 is recommended.

Bid alternate 5 includes $0.185 M for non-SRF related improvements. These improvements address regulatory and safety issues at the wastewater facility. Alternate 5 is recommended.

Bid alternates 2, 3, 4, and 6 will not be included in the project scope and cost. Bid alternate 2, BFP Feed Pump No 2, and bid alternate 4, High Pressure W3 Pump No 1, may be completed in the near future as separate projects. The facility will meet the 180 days of solids storage requirement from EGLE without bid alternate 3, larger cake storage structure. Bid alternate 6, odor control system, could be completed as a separate project in the future if there are odor issues with the septage receiving station.

The total project cost to the city with the base bid, Alternate 1, and Alternate 5 is $8,681,373.

Table 2 summarizes the current SRF project budget. For comparison, the table also includes updated costs if the project were to proceed with bid Alternate 1 and 5.

Table 2 Total SRF Project Budget

Item	Project Estimate (11/21)	Project Cost with Base Bid and Alternates 1 and 5
SRF Related Construction Costs (Base Bid and Alternate 1)	$9,934,451	$12,572,780
Design Engineering	$475,300	$0 (Already Paid from separate budget)
Construction Related Services	$336,553	$336,553
Applications Engineering	$205,600	$205,600
Legal/Bonding and other Related Costs	$100,000	$100,000
Contingency (6%)	$663,096	$663,114
SRF Project Cost	$11,715,000	$13,878,000
Non-SRF Project Cost (Alternate 5)	$185,544	$185,544
SRF Principal Forgiveness	----	$5,857,500
SRF Loan Value	----	$5,857,500
Alternative Financing (SRF and City replacement fund)	----	$2,348,000

Previous Bid

This project is a rebid of a similar project from June 2021. At that time, three bids were received with low bid of $7,888,400. The total project cost to the city with the base bid, Alternate 5, engineering services, legal/bonding, and contingency was $9,775,000.

Alternatives

The commission and board has generally been supportive of the project and the benefits to the community. However, the project is over budget. Three alternatives were developed for moving forward with the project.

Alternative No. 1 – Proceed with project with base bid, Alternate 1, and Alternate 5. The SRF bonding will fund the budgeted $5.86M of the project cost. The remaining project cost will be funded by the City ($1.3M through the wastewater replacement fund) and SRF loan (approximately $1.0M additional). The bid alternates including the Huber screening system and regulatory improvements related to Alternate No. 5 are included in the project. The debt service costs is reduced by using the wastewater replacement fund.

Alternative No. 2 – Do Not Accept Bids and Plan Project for Future. The City could reject bids and not proceed with the project. However, there is no certainty on interest rates, principal forgiveness, or inflationary pressure in the future. The City is in position to receive $5,857,500 in principal forgiveness for the 2023 SRF fiscal year. The ITA for the 2024 SRF fiscal year has passed. Indications are that the state received more ITA submittals and more requested funds than in previous years. There is no indication that the 2025 SRF fiscal year would be different. As a result, delaying the project to the 2025 SRF fiscal year or later will result in a lower likelihood of receiving a low interest loan and a significantly lower likelihood of receiving principal forgiveness. Without principal forgiveness, the City would need a loan of $14.3M to pay for the project with the current bid. Additionally, there are no indications that construction cost will stabilize and it is unlikely that construction costs will decrease. Therefore, it is likely that the same project would cost $14.3M or more in the 2025 SRF fiscal year or later.

The advantages and disadvantages of the alternatives are summarize in Table 3.

Table 3 Alternatives Summary

Alternative		Advantages	Disadvantages
1	Proceed with project with base bid, Alternate 1, and Alternate 5	▪ City realizes value of planned investments ▪ Keep low interest rates (1.88%) ▪ Keep principal forgiveness ($5.86M) ▪ Address regulatory issues	▪ Project costs are approximately 30% more than anticipated
2	Do Not Accept Bids	▪ No cost to City	▪ Costs likely to stay similar or rise ▪ No interest rate certainty ▪ More competition for loans and principal forgiveness in future years ▪ Continue to have limited biosolids storage, effluent DO issues, dewatering capacity issues ▪ Lost revenue and energy production

Recommendation

Table 4 compares project costs and funding details associated with the following:

- Previous bid results (6/21)
- SRF Intent to Apply (11/21)
- Bid Costs (2/23)

The bid total is 30% greater than the engineers estimate for the work. Many projects have seen recent, significant increases in cost due to inflationary costs in materials, market uncertainty, and labor availability.

Donohue communicated with multiple general contractors prior to bid opening. Contractors provided various reasons for not bidding the project. There was no indication that delaying the bid opening to provide more time would change any general contractor's decision to bid.

The Solids Handling Project will likely cost more in the future with little or no principle forgiveness. The project team recommends awarding the project to the apparent low bidder including the base bid, Alternate 1, and Alternate 5.

Table 4 User Impact Calculations for Various Alternatives

	Bid (06/21)	SRF Funding Intent to Apply (11/21)	Bid Cost (2/23)	Notes
SRF Related Construction Costs	$7,888,400	$9,934,451	$12,545,138	
Design Engineering	$475,300	$475,300	~~$475,300~~	Previously paid
Construction Related Services	$176,100	$336,553	$336,553	
Applications Engineering	$105,600	$205,600	$205,600	
Legal/Bonding and other Related Costs	$100,000	$100,000	$100,000	
Total Base Bid Project Costs	$8,745,400	$11,051,904	$13,187,291	
Contingency	$524,724	$663,114	$663,114	
Total Project Costs (base bid only rounded)	$0	$0	$13,850,000	
1 Waste Receiving Station Equipment by Huber	$31,200	$62,000	$27,642	
~~2 BFP Feed Pump No 2~~	$118,600	$141,000	~~$170,761~~	
~~3 Building 960 Cake Storage Structure No. 2 Larger~~	$147,700	$240,000	~~$304,194~~	
~~4 High Pressure W3 Pump No 1~~	$65,400	$113,000	~~$95,462~~	
5 Additional Capital Improvements (Non SRF)	$276,000	$185,000	$185,544	Cannot fund through srf, include in replacement fund below
~~6 Oder Control System~~		$300,000	~~$217,564~~	
Total Project Costs (base bid + accepted SRF Alternatives)	$9,270,000	$11,715,000	$13,878,000	Not including Alt 5
			$14,063,544	With Alt 5
GPR Principle Reduction	($283,500)	($5,857,500)	($5,857,500)	From Project Priority List
			$8,206,044	After grant
Replacement fund previously committed	$0	$0	$0	
Value of Replacement fund			$2,100,000	
Replacement fund remaining reserve			$500,000	
Ongoing Fire Alarm Project (non SRF)			$34,601	
Replacement fund contribution to SRF portion of project)	$0	$0	$1,379,855	Estimate for reference (included $185k for non-srf portion (alternate 5)0
Total Amount borrowed =	$8,986,500	$5,857,500	$6,826,189	
Total Amount borrowed srf =	$8,986,500	$5,857,500	$6,826,189	
Interest Rate	1.875%	1.875%	1.875%	
Number of payments in years =	20	20	20	
Computed Principal & Interest for Repayment of MDEQ loan =	$543,000	$353,900	$412,400	
Annual Estimated Revenue	$150,000	$150,000	$150,000	
City's project Anual Debt payment (City of Marquette)	**$393,000**	**$203,900**	**$262,400**	
Impact of Debt Repayment on Customers Annual debt (reflects 84% by City)				
City's Debt Payment - SRF only =	**$330,120**	**$171,276**	**$220,416**	
Number of Water & Sewer Customers (City of	**6,141**	**6,141**	**6,141**	
Average Debt Retirement Cost Per Customer/yr=	**$53.76**	**$27.89**	**$35.89**	
Average Debt Retirement Cost Per Customer/mo=	$4.48	$2.32	$2.99	Project estimate prior to bid in 2021 was $2.68