City of Marquette, MI

Meeting Agenda
City Commission

Tuesday, May 28, 2024
6:00 PM
Commission Chambers

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Recognition - Lauren "Mini Mayor"

Approval of the Agenda

Announcements

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

Presentation(s)

1. Public Art Commission, by Brianna Hobbins

Public Hearing(s)

2. Public Hearing - Single Lot Special Assessment Roll #591

3. Consent Agenda - Roll Call Vote

- **3.a.** Approve the minutes of the May 13, 2024 regular Commission meeting
- **3.b.** Approve the minutes of the May 14, 2024 Commission work session
- **3.c.** Approve the total bills payable in the amount of $966,737.40
- **3.d.** Application for License to Use City Property at 517 N. Third Street for Planter Boxes and Building Entry Ramp
- **3.e.** Cured in Place Pipe Lining - Contract Approval
- **3.f.** New Liquor License Application - Roll Call Vote
- **3.g.** Purchase Agreement Extension - 600 W. Spring Street
- **3.h.** Resolutions for Unpaid Stormwater and Unpaid Water and Wastewater - Roll Call Vote
- **3.i.** Sale of Surplus Equipment
- **3.j.** Water Valve Purchase

New Business

4. Michigan Shared Streets and Spaces Grant Program Resolution - 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: 5/28/2024

Public Hearing(s)
Public Hearing - Single Lot Special Assessment Roll #591

BACKGROUND:

Chapter 40, Sec. 40-21 of the City Code requires that: “When an improvement shall have been made by the City upon or in respect to any single premises, the expense of which is chargeable against such premises and the owner thereof under the provisions of this chapter and is not of that class required to be prorated among several lots and parcels of land in a special assessment district, an account of the cost to be charged to the owner shall be reported to the City Treasurer who shall immediately bill the owner, if known.”

The City Code further requires that, “When the City Treasurer determines that a number of properties have had outstanding bills for a sufficient time, the Treasurer shall notify the City Assessor who shall prepare a single lot assessment roll, and schedule a public hearing before the City Commission on that roll.”

Impacted property owners received notification of the time and place of the hearing in accordance with Section 40-21 of the City Code.

This hearing was scheduled at the Commission's regular meeting of May 13.

FISCAL EFFECT:

$2,246.22 plus accruing interest and penalties.

RECOMMENDATION:

Confirm Single Lot Assessment Roll #591, and authorize the Mayor to sign the Warrant.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Single Lot Special Assessment Roll #591
- Warrant

CITY OF MARQUETTE - SINGLE LOT SPECIAL ASSESSMENT ROLL #591

PROPERTY	LEGAL DESCRIPTION	SINGLE LOT SPECIAL ASSESSMENT	TOTAL	INVOICE #
#0280900 - 1005 W Kaye Ave. Adam Diedrich 607 Overton St Newport, KY 41071	ASIRE'S ADD LOT - 141	Unpaid charges for: Fire Rental Code Compliance Inspection plus interest, and special assessment fee	$112.45	19997
#0090730 - 214 Newberry St. Bridget Jaakola 214 Newberry St Marquette, MI 49855	WHITE'S ADDITION LOT 15, BLOCK 11	Unpaid charges for: Mowing Charges plus interest, and special assessment fee	$205.98	19601
#0361000 - 806 High St. John Geueke 806 High St Marquette, MI 49855	MOORE'S ADD. THE N. 50' OF THE S 100' OF LOT-120	Unpaid charges for: Tree Removal on 4/17/2023 plus interest, and special assessment fee	$1,712.25	19449
#0300230 - 339 Harrison St. Susan Shaver 339 Harrison St. Marquette, MI 49855	PALMERS ADDITION # 1 COMM AT THE NE COR OF LOT 15 TO A PT 86.5' S OF HARRISON ST TH N'LY 85.6' TO SD ST TH E'LY TO THE POB.	Unpaid charges for: Mowing Charges plus interest, and speical assessment fee	$215.54	19941
TOTAL SINGLE LOT ASSESSMENT			$2,246.22	

WARRANT

FOR THE COLLECTION OF SPECIAL ASSESSMENT TAXES

To the Treasurer of the City of Marquette, Michigan:

The Commission of the City of Marquette, Michigan, having on the TWENTY EIGHTH day of MAY 2024 duly completed and confirmed Special Assessment Roll No. 591 hereto annexed, the same being for special assessment taxes covering the total cost of construction of the following described public improvement, to-wit:

2024 SINGLE LOT SPECIAL ASSESSMENT ROLL #591

TOTAL ROLL $2,246.22

You are Hereby Commanded to collect from the several persons named in said Special Assessment Roll the several sums mentioned in said roll opposite their respective names, together with lawful collection fees, interest and charges, and to hold the same subject to the order of the Commission of said City of Marquette. And in case any person or persons named in assessment roll shall neglect or refuse to pay his said assessment tax, you are hereby authorized and directed to levy said assessment tax and lawful fees, interest and charges, by distress and sale of the goods and chattels of such person or persons.

And you are further commanded to make due returns to the Commission of the said City of Marquette, and for so doing this shall be your sufficient warrant.

IN WITNESS WHEREOF, we have hereunto set our hands at the City of Marquette, Marquette County, Michigan this _____ day of _____, A.D. _____

_____
Sally Davis, Mayor

_____
Dulcee Ranta
Assessor of the City of Marquette, Michigan

Agenda Date: 5/28/2024

Consent Agenda - Roll Call Vote

Approve the minutes of the May 13, 2024 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- May 13 Minutes

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes
City Commission

Monday, May 13, 2024
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Present: Davis, Hanley, Larson, Mayer, Ottaway, Schloegel, Smith

Approval of the Agenda

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

Announcements

Mayor Davis thanked Commissioner Smith for challenging the Commission to bike to tonight's meeting in recognition of bike-to-work week.

Boards and Committees

1. Appointment(s)

Nicole Bates, Traffic and Parking Advisory Committee for an unexpired term ending 5-30-26.

Mayor Pro Tem Jessica Hanley moved to Approve the appointment as listed, seconded by Commissioner Cody Mayer and Carried Unanimously.

2. Reappointment(s)

Brooke Tharp, Marquette Housing Commission for a term ending 6-9-29.

Mayor Pro Tem Jessica Hanley moved to Approve the reappointment as listed, seconded by Commissioner Cody Mayer and Carried Unanimously.

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

Megan Hornbogen spoke on behalf of Marquette County Habitat for Humanity, and said she was available if the City Commission had any questions about tonight's public hearing.

Presentation(s)

3. Recognition - Marquette Kiwanis Club Employees of the Year

City Manager Karen Kovacs recognized those from the city that have been recognized as Marquette Kiwanis Club Employees of the Year. City Police Officer Derek Griffin, who received recognition as the officer of the year. Firefighter Garrett Fuller and Public Works Employee Lyle Michaels were not present but were also recognized by the Kiwanis.

4. Marquette Area Sister Cities Partnership, by Tristan Luoma

Tristan Luoma presented an update on behalf of the Marquette Area Sister Cities Partnership. He provided highlights from the recent trip to Japan, and talked about future plans for trips between Marquette; Higashiomi, Japan; and Kajaani, Finland.

Public Hearing(s)

5. Rezoning of 600 W. Spring Street - Roll Call Vote

Commissioner Jermey Ottaway moved to Approve the adoption of Ordinance 730, rezoning the land at 600 W. Spring Street from Municipal to Medium Density Residential, conditioned upon the sale to Habitat for Humanity by the City, seconded by Commissioner Jennifer Smith and Carried Unanimously.

Mayor Davis opened the public hearing.
Orville Dishno said he supported this rezoning, as it could lead to additional tax base for the City.
With no one else looking to speak, Mayor Davis closed the public hearing.

6. Consent Agenda - Roll Call Vote

Commissioner Jennifer Smith moved to Approve the Consent Agenda as written, seconded by Commissioner Michael Larson and Carried Unanimously by Roll Call Vote.

6.a. Approve the minutes of the April 29, 2024 regular Commission meeting

6.b. Approve the total bills payable in the amount of $1,346,325.32

6.c. 2024 Fireworks Display Permit

6.d. Advisory Board Review Process

6.e. Becky's Roadside Refreshments, LLC - Concession Lease Agreement

6.f. EGLE TMF LSLR Grant Agreement Approval

6.g. Ordinance 727 - Designation of Regulated Flood Prone Hazard Areas - Roll Call Vote

6.h. Ordinance 729 - Downtown Development Authority TIF - Roll Call Vote

6.i. Public Art Conservation Contract

6.j. Schedule Public Hearing - Single Lot Special Assessment Roll #591

6.k. Senior Millage Renewal Ballot Language - Roll Call Vote

New Business

7. Proclamation - National Public Works Week

Commissioner Jennifer Smith moved to Approve the proclamation as presented, seconded by Commissioner Jermey Ottaway and Carried Unanimously.

8. Proclamation - Arbor Day 2024

Commissioner Paul Schloegel moved to Approve the proclamation as presented, seconded by Mayor Pro Tem Jessica Hanley and Carried Unanimously.

9. Draft Community Master Plan - Circulate for Public Comment Period - Roll Call Vote

Commissioner Michael Larson moved to Approve the distribution of the draft Community Master Plan for a 63-day public comment period and approve the Resolution for the Right to Approve or Reject adoption of an amended Community Master Plan, seconded by Commissioner Paul Schloegel and 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.

There was no public comment.

Comments from the Commission

Commissioner Larson said his bike ride in was great, and he appreciates the challenge.
Commissioner Mayer said his ride was also good.
Commissioner Ottaway said it was a cold, but quick, ride for him. Commented on watching the northern lights this week, and said he was pleasantly surprised to see the streets packed at midnight.
Mayor Pro Tem Hanley said she only rode her bike one block downhill, and wished a Happy Birthday to Commissioner Larson.
Commissioner Schloegel said he gave his bike to his daughter recently and so didn't bike today. He commented on the impressive tour the commission recently took of the wastewater treatment plant.
Commissioner Smith thanked the Commissioners for riding to the meeting tonight.
Mayor Davis said she had to dust off her bike but enjoyed the bike ride tonight. Marquette was named a gold-level Michigan Green Community and she thanked staff for doing everything that it takes to make us a green city.

Comments from the City Manager

City Manager Karen Kovacs said she rode five miles on her way to the meeting, and

said it was great to see the community through a different lens. She highlighted Public Works Week, and praised the staff.

Adjournment

_____ _____

Sally Davis, Mayor **Kyle Whitney, City Clerk**

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Agenda Date: 5/28/2024

Consent Agenda - Roll Call Vote
Approve the minutes of the May 14, 2024 Commission work session

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- 05-14-24 WS Minutes

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Agenda
City Commission

WORK SESSION

Tuesday, May 14, 2024
5:00 PM
Municipal Service Center, 1100 Wright Street

Joint Work Session - Marquette City Commission and Planning Commission

Call to Order, Pledge of Allegiance and Roll Call

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

Announcements

The Mayor had no announcements.

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

There was no public comment.

1. Draft Land Development Code Amendments

City Planner Dave Stensaas and the Planning Commission presented possible amendments to the Land Development Code (LDC). The goal of these amendments are to address community needs across four topic areas - housing, daycare, energy systems, and light manufacturing.

Following the presentation the City Commission had the opportunity to discuss each topic area and ask any clarifying questions to the Planning Commission.

Discussion began with housing. Amendments in the LDC would increase the number of dwelling units in Low Density Residential and Medium Density Residential zoning districts by allowing duplexes and triplexes into these zoning districts. Additionally, it would increase the number of unrelated people from 4 to 5 in a single dwelling unit.

Following housing, discussion turned to energy. Zoning Official Andrea Landers provided a high-level overview of LDC amendments relating to both solar and wind energy. Concerns surrounded the impact these energy systems may have on

neighboring dwellings such as noise and appearance. Landers explained there are number of standards in place that would have to be met which alleviate a number of concerns. Although these systems require a permit there would be an exception for smaller systems that have a single specific use, such as electrical vehicle charging.

Staff then explained proposed changes to childcare facilities. The standards created will address common concerns that have been brought to the Planning Commission such as parking during drop off and pick up times. Clarification was given regarding the permitting process of childcare facilities. Staff explained the permitting process will move away from the Planning Commission to an internal staff review, which will not only decrease application costs but will also reduce the processing time.

The meeting continued with the topic of light manufacturing. Rather than addressing light manufacturing by the product that is being manufactured the LDC divides light manufacturing into two categories based on impact- low and high.

Concluding the meeting Commissioners had the opportunity to provide final thoughts. There was a general sense of gratitude towards staff and the Planning Commission for the amount of time and effort that went into reviewing and amending the LDC in a way that will benefit the community.

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

Margaret Brumm gave a personal testimony regarding housing. She encouraged officials to consider living space requirements when increasing the allowable number of non-related persons in a single dwelling, to ensure each individual has an equal amount of living space.

Adjournment

The meeting was adjourned at 6:32 p.m.

_____ _____

Sally Davis, Mayor **Rachel Quayle, Deputy 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: 5/28/2024

Consent Agenda - Roll Call Vote
Application for License to Use City Property at 517 N. Third Street for Planter Boxes and Building Entry Ramp

BACKGROUND:

Duncan Martinez, LLC has submitted an application to construct new planter boxes in the footprint of existing planters and take responsibility for an existing access ramp - on the municipal sidewalk adjacent to the front entrance of the building at 517 N. Third Street. This license is a result of a request to rebuild the large planter boxes, which have the effect of creating a wall along the street that is approximately in line with the ramp. All staff reviews have recommended approval of the request.

FISCAL EFFECT:

A License fee of $445 has been paid.

RECOMMENDATION:

Approve the request, and authorize the Mayor and Clerk to sign the License.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Application-Exhibit_04-PRU-05-24_517 N Third St.
- Grant of License Agreement_Signed by L. Nelson

Mail to:
Municipal Service Center
Community Development Office
1100 Wright St.
Marquette, MI 49855

CITY OF MARQUETTE
APPLICATION FOR LICENSE/EASEMENT OF CITY OWNED PROPERTY

CITY STAFF USE

Date Submitted: 5-03-24 Parcel ID#: 0180510 File #: 04-PRU-05-24

Property Address/Location: 517 N. Third Street

Adequate Legal Description Submitted: (Y)/ N Anticipated Hearing Date: 5-27-24

FEE $445 (We can only accept Cash or Check (written to the City of Marquette))

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED, ALL OF THE INFORMATION REQUIRED IS PRESENT AT THE TIME OF THE APPLICATION - NO EXCEPTIONS!

APPLICANT CONTACT INFORMATION

APPLICANT

Name: LIBBY NELSON

Address: 517 N. THIRD ST.

City, State, Zip: MARQUETTE, MI 49855

Phone #: (906) 361-3400

Fax #:

Email: CAFEBODEGAMQT@GMAIL.COM

****APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING****

APPLICANT'S REPRESENTATIVE

Name:

Address:

City, State, Zip:

Phone #:

Fax #:

Email:

****APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING****

What is the street address, or nearest street address, to the location of the requested license/easement?

517 N. THIRD ST.

Please describe the reason or necessity for the requested license/easement for use of the City property:

I WISH TO USE THE RIGHT OF WAY AREA IN FRONT OF MY BUILDING FOR A RAMP AND PLANTERS.

You may attach sketches, maps, photos, or other items that may help to illustrate/visualize your request. Community Development staff will attach a photo-map of the area.

Attachments:

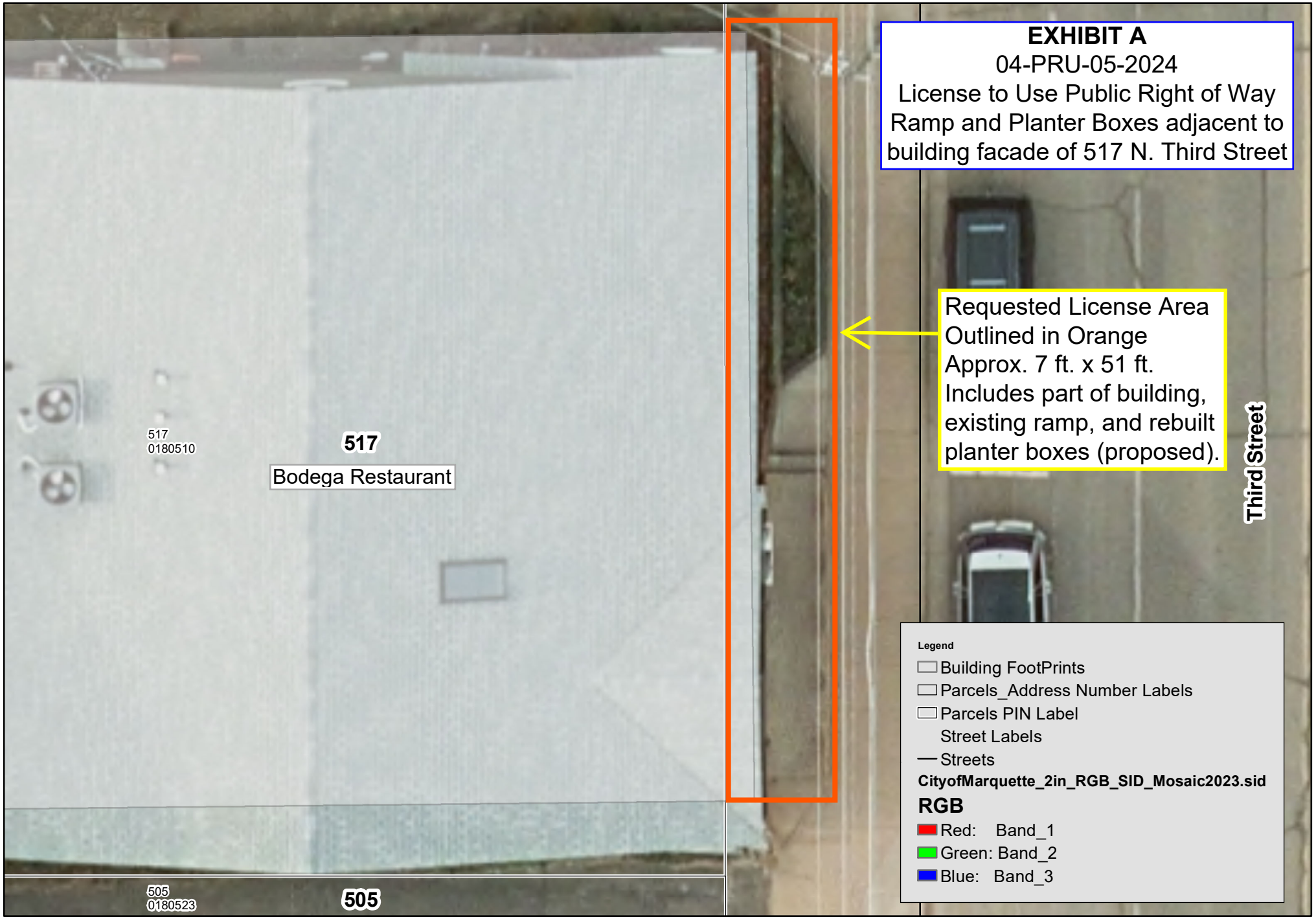
LEGAL DESCRIPTION

Legal description of the license/easement area: Shown in Exhibit A

SIGNATURE

I understand that this application itself is not considered an approval and only the Marquette City Commission has the authority to grant an approval for a license/easement for use of property owned by the City of Marquette.

Signature: EJNelson Date: 05/03/2024



In regard to the map, the information contained on this map is believed to be accurate but accuracy is not guaranteed. Mapping information is a representation of various data sources and is not a substitute for information that would result from an accurate land survey. The information contained herein does not replace information that may be obtained by consulting the information's official source. In no event shall the City of Marquette be liable for any damages, direct or consequential, from the use of the

N W E S

1 inch = 8 feet

File #: _____ Parcel ID#: _____

STAFF REVIEW

- For a sign/object/structure/project encroaching into a public right-of-way or on City property -

Please fill out the form within 48 hours of receiving it.

Reviewing Department	Recommend Approval	Comments

Planning & Zoning-Community Development

Date Received: _____

Treasurer

Date Received: _____

Police

Date Received: _____

Engineering- Community Development

Date Received: _____

DPW

Date Received: _____

Fire

Date Received: _____

DDA (if parcel is in DDA district - advisory)

Date Received:_____

GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, ("City"), and Duncan Martinez, LLC of 517 N. Third Street, Marquette, MI 49855, ("DM") licensee, enter into this agreement on _____, 2024, subject to the following conditions:

1. Background. The City owns the North Third Street public right of way, in the City of Marquette, and State of Michigan.
   DM desires to construct a ramp and planters ("Ramp"), on the real estate and to the specifications set forth in Exhibit A.
2. Grant of the license. In consideration of $445.00, the City grants to DM the right to construct the Ramp on the real estate and to the specifications set forth in Exhibit A.
3. Construction and Maintenance. DM shall construct, and at all times while this License is in effect, maintain the Ramp in good repair. DM shall be responsible for all fees and expenses related to the construction and maintenance of the Ramp and real estate described in Exhibit A.
4. Use. The right to use the real estate described in Exhibit A is not exclusive, however as long as this License is in effect, the City shall not permit any use contrary to the Ramp except as may be necessary to install, repair, remove or replace utilities. In the event the City repairs, removes or replaces utilities, DM shall be responsible for any removal of, repair to or replacement of the Ramp in connection with utility work. DM shall not use the real estate for any purpose except as specifically allowed within this agreement, and shall not alter, injure or damage the City's public right of way.
5. Reimbursement for damages. DM shall reimburse the City for any physical damages to the City's public right of way caused by DM's use on the real estate. DM, and any successor or assign shall indemnify, defend and hold harmless the City from and against any demand, claim, action or cause of action, assessment, loss, damage, liability cost and/or expense, including but not limited to, interest, penalties, consultants fees and expenses, and attorneys' fees and expenses, asserted against, imposed upon or incurred by the City due solely to DM's use. DM's obligations under this provision shall not extend to claims, losses, expenses or damages arising out of or in any way attributable to the negligence of the City or its agents, consultants, or employees. DM reserves the right to control the defense and settlement of any claim for which DM has an obligation to indemnify hereunder.
6. Revocation. This License may be revoked by either party at any time by providing at least 90 days' written notice of termination to the other party. On the termination date, all rights and obligations of the parties shall cease and on or before the termination date, DM shall remove the Ramp from the real estate, at its own expense. DM shall not be entitled to a reimbursement for any portion of the fee previously paid to the City.
7. Personal Interest. The rights granted herein are personal to DM, and terminate upon the transfer of ownership of DM's premises.
8. Entire Agreement. This Grant of License constitutes the entire agreement between the parties.

The said parties have caused this document to be executed the day and year first written above.

CITY OF MARQUETTE

_____
By: Sally Davis
Its: Mayor

_____
By: Kyle Whitney
Its: Clerk

STATE OF MICHIGAN)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on _____, 2024, by Sally Davis, Mayor and Kyle Whitney, Clerk, of the City of Marquette, a Michigan municipal corporation.

_____
_____, Notary Public
State of Michigan, County of Marquette
My Commission Expires: _____
Acting in the County of Marquette

DUNCAN MARTINEZ, LLC

E Nelson

By: ELIZABETH NELSON

Its: OWNER

STATE OF MICHIGAN)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on May 17, 2024, by Elizabeth Nelson Owner of Duncan Martinez, LLC.

TRACI A SUNDBERG
NOTARY PUBLIC
COUNTY OF MARQUETTE
My Commission Expires
June 29, 2025
Acting in the County of
Marquette
STATE OF MICHIGAN

Traci A. Sundberg
Traci A. Sundbers, Notary Public
State of Michigan, County of Marquette
My Commission Expires: 06/29/25
Acting in the County of Marquette

Agenda Date: 5/28/2024

Consent Agenda - Roll Call Vote
Cured in Place Pipe Lining - Contract Approval

BACKGROUND:

Plans have been developed for cured in place lining of sewer mains within the City of Marquette. This lining addresses pipes that are at risk of failure by creating a durable liner with the same service life as a trenched in pipe while minimizing construction time and disruptions to vehicle traffic. This application can be a cost-effective solution when open cutting or trenching of a new sewer is challenging due to depths of excavation, high groundwater levels, high traffic volumes, lack of detour options along with other unique circumstances. Due to the limited funds available for this work the city pursued the opportunity to be added to an existing, publicly bid, contract that the Michigan Department of Transportation (MDOT) currently has with Tunnel Vision of Escanaba, Michigan. Tunnel Vision is willing to perform the work at their MDOT contract rates, enabling the city to benefit from bulk material orders and operational efficiencies.

FISCAL EFFECT:

Sufficient funds are available in the approved FY 2024 budged.

RECOMMENDATION:

Approve a contract with Tunnel Vision Pipeline Services of Escanaba, Michigan at a cost of $194,757, 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

- Construction Contract
- MDOT Contract
- Construction Quote
- Project Maps

CITY OF MARQUETTE
CHAPTER 3
CONSTRUCTION CONTRACT

PROJECT NAME: Cured in Place Pipe Lining

PROJECT NUMBERS: 24-301

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 Upper Peninsula Rubber Co. DBA Tunnel Vision Pipeline Services of Escanaba, MI, a Domestic Profit Corporation, holding license number 800391432, hereinafter called "Contractor".

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

ARTICLE 1

CONTRACT DOCUMENTS

The "Contract Documents" consist of, but are not necessarily limited to, this Agreement, the MDOT contract #200000000846 Revision#5 Contractors Quote, Construction Drawings, 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 May 28, 2024, and the completion date of this project is November 14, 2024. The Contractor shall be penalized in the amount of $600 per day if the project is not completed by the contract completion date unless the period for completion is extended by change order.

ARTICLE 5

CONTRACT SUM

The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of $194,757, subject to additions and deductions pursuant to authorized change orders and allowances. The contractor will be responsible for anticipating any possible overages and informing the Engineer of differences between plan and field conditions. The contractor will not perform work beyond the contracted amount without prior written approval from the Engineer.

ARTICLE 6

PAYMENTS

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

ARTICLE 7

CONTRACTOR'S OBLIGATIONS

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

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

ARTICLE 8

CONTRACTOR'S STATUS AS INDEPENDENT ENTITY

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

ARTICLE 9

CHANGE ORDERS AND PAYMENT

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

ARTICLE 10

INSURANCE

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

ARTICLE 11

INDEMNIFICATION

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

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

ARTICLE 12

CITY'S RIGHT TO TERMINATE THE CONTRACT

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

ARTICLE 13

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

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

ARTICLE 14

ACCESS TO WORK

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

ARTICLE 15

ARBITRATION OF DISPUTES

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

ARTICLE 16

WARRANTY

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

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

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

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

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

ARTICLE 17

FEDERAL-AID CONTRACTS

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

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

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

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

ARTICLE 18

INTEGRATION

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

ARTICLE 19

BINDING AGREEMENT

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

ARTICLE 20

PURCHASING AGENT DESIGNATION AND AUTHORITY

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

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

Signed this _____ day of _____, 20___.

THE CITY OF MARQUETTE

_____
Witness

_____
Sally Davis, Mayor
City of Marquette

_____
Witness

_____
Kyle L. Whitney, City Clerk
City of Marquette

Upper Peninsula Rubber Company, DBA Tunnel Vision Pipeline Services

_____
Witness

_____
Witness

_____
By: GABRIEL KLOFT

Its: PRESIDENT

Address: PO BOX 541 ESCANABA, MI 49829

Telephone#: 906 786 0460

APPROVED AS TO FORM:

_____
Suzanne C. Larsen
City Attorney

APPROVED AS TO SUBSTANCE:

_____
Karen M. Kovacs
City Manager

STATE OF MICHIGAN PROCUREMENT

Michigan Department of Transportation
425 W. Ottawa, Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number **5**
to
Contract Number **200000000846**

CONTRACTOR	
	Upper Peninsula Rubber Company, Inc. dba Tunnel Vision Pipeline Services
	P.O. Box 541
	Escanaba, MI 49829
	Gabriel Kloet
	(906) 786-0460
	GKloet@upconcretepipe.net
	CV0032405

STATE			
	Program Manager	James Roath	MDOT
		(517) 230-5361	
		RoathJ1@michigan.gov	
	Contract Administrator	Anna Swanson	MDOT
		(517) 230-2063	
		SwansonA1@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Culvert Rehabilitation and Drainage Restoration, MDOT Superior Region			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
May 15, 2020	May 14, 2023	Three 1-year	May 14, 2024
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45			
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card ☐ Payment Request (PRC) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☒	1 year	☐		May 14, 2025
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$2,500,000.00	$0.00	$2,500,000.00		

DESCRIPTION: Upon execution, the following changes are made to this Contract:

1. The second option year is exercised; the revised contract expiration date is May 14, 2025.
2. The Contract Administrator is changed to Anna Swanson.
3. Additional pay items are added for Fiberglass Reinforced Pipe Liners and Inspection Grouting per Attachment A.

All other terms, and conditions remain the same. Per contractor and agency agreement.

FOR THE CONTRACTOR:

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

E-SIGNED by Gabriel Kloet
on 2024-03-19 17:56:30 EDT
Authorized Agent Signature

Gabriel Kloet, President
Authorized Agent (Print or Type)

FOR THE STATE:

E-SIGNED by Carol Rademacher
on 2024-03-20 08:21:06 EDT
Signature

For Director
Michigan Department of Transportation
Agency

APPROVED
By Carol Rademacher at 3:20 pm, 3/18/24

Fiberglass Reinforced Pipe Liners

Diameter - Inches	Expected Thickness 2.85M psi Flex Mod	Installed per foot
6	3.5	$ 43
8	3.5	$ 55
10	3.5	$ 68
12	3.5	$ 85
15	4.2	$ 121
18	4.9	$ 157
21	5.6	$ 209
24	6.3	$ 254
27	7	$ 310
30	7.7	$ 378
36	9.8	$ 570
39	10.5	$ 678
42	11.2	$ 755
45	11.9	$ 855
48	12.6	$ 953
51	14	$ 1,050
54	14.7	$ 1,205
57	15.4	$ 1,378
60	16.1	$ 1,765
63	16.8	$ 2,139
65	16.8	$ 2,355
67	16.8	$ 2,526
69	16.8	$ 2,708
71	16.1	$ 2,837
75	16.1	$ 3,403
79	16.1	$ 3,850

Inspection Grouting

Mobilization		$	9,000
Price per LB		$	9.00
DCP Testing		$	600
Note: $15,000 minimum, Additional Mobilizations may be necessary for pre-testing and/or weather delays			

STATE OF MICHIGAN PROCUREMENT

Michigan Department of Transportation
425 W. Ottawa, Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number **4**
to
Contract Number **200000000846**

CONTRACTOR	
	Upper Peninsula Rubber Company, Inc. dba Tunnel Vision Pipeline Services
	P.O. Box 541
	Escanaba, MI 49829
	Gabriel Kloet
	(906) 786-0460
	GKloet@upconcretepipe.net
	CV0032405

STATE			
	Program Manager	James Roath	MDOT
		(517) 230-5361	
		RoathJ1@michigan.gov	
	Contract Administrator	Laura Dotson	MDOT
		(517) 230-1612	
		DotsonL2@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Culvert Rehabilitation and Drainage Restoration, MDOT Superior Region			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
May 15, 2020	May 14, 2023	Three 1-year	May 14, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-card ☐ Payment Request (PRC) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☒	1 year	☐		May 14, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
$2,500,000.00	$0.00	$2,500,000.00		

DESCRIPTION: Upon execution, the Contract is exercising the first option year renewal. Additionally, the scope is modified to remove Contract activities for MDOT North Region. All other terms, conditions, and pricing remain the same. Per contractor and agency agreement.

Revised 2/2019

FOR THE CONTRACTOR:

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

Authorized Agent Signature

Gabriel Kloet, President
Authorized Agent (Print or Type)

5/5/23
Date

FOR THE STATE:

Carol R. Rademacher
Signature

Digitally signed by: Carol R. Rademacher
DN: CN = Carol R. Rademacher email = rademacherc@michigan.gov C = US O = State of Michigan
Date: 2023.05.09 10:17:14 -04'00'

Carol Rademacher, for the Department Director
Name & Title

Michigan Department of Transportation
Agency

5/9/2023
Date

Revised 2/2019

STATE OF MICHIGAN PROCUREMENT

Michigan Department of Transportation
425 W. Ottawa, Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number **3**
to
Contract Number **200000000846**

CONTRACTOR	
	Upper Peninsula Rubber Company, Inc. dba Tunnel Vision Pipeline Services
	P.O. Box 541
	Escanaba, MI 49829
	Gabriel Kloet
	(906) 786-0460
	GKloet@upconcretepipe.net
	CXXXXX2405

STATE			
	Program Manager	James Roath	MDOT
		(517) 230-5361	
		RoathJ1@michigan.gov	
	Contract Administrator	Laura Dotson	MDOT
		(517) 335-5840	
		DotsonL2@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Culvert Rehabilitation and Drainage Restoration			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
May 15, 2020	May 14, 2023	Three 1-year	May 14, 2023
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45			
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card ☐ Payment Request (PRC) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$2,500,000.00	$0.00	$2,500,000.00		

DESCRIPTION: Effective April 14, 2021, the following item is added to this Contract :

Section F: Signage with a Unit Rate of “daily” at $79.00

Per Contractor and agency agreement. All other terms, conditions and pricing remain the same.

FOR THE CONTRACTOR:

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

Authorized Agent Signature

Gabriel Kloet, President
Authorized Agent (Print or Type)

4/2/21
Date

FOR THE STATE:

Carol R. Rademacher

Digitally signed by: Carol R. Rademacher
DN: CN = Carol R. Rademacher email = rademacherc@michigan.gov C = US O = State of Michigan
Date: 2021.04.14 07:52:02 -04'00'

Signature

Carol Rademacher, for the Department Director
Name & Title

Michigan Department of Transportation
Agency

4/14/2021
Date

STATE OF MICHIGAN PROCUREMENT

Michigan Department of Transportation
425 W. Ottawa, Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number **2**
to
Contract Number **200000000846**

CONTRACTOR	
	Upper Peninsula Rubber Company, Inc. dba Tunnel Vision Pipeline Services
	P.O. Box 541
	Escanaba, MI 49829
	Gabriel Kloet
	(906) 786-0460
	GKloet@upconcretepipe.net
	CXXXXX2405

STATE			
	Program Manager	James Roath	MDOT
		(517) 230-5361	
		RoathJ1@michigan.gov	
	Contract Administrator	Laura Dotson	MDOT
		(517) 335-5840	
		DotsonL2@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Culvert Rehabilitation and Drainage Restoration			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
May 15, 2020	May 14, 2023	Three 1-year	
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45			
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card ☐ Payment Request (PRC) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$2,500,000.00	$0.00	$2,500,000.00

DESCRIPTION: Effective November 5, 2020, the following items are added to this Contract :

Section H: Manhole/Structure Inspection-Video @ 175.00 each (Superior Region)
Section H: Manhole/Structure Inspection-Video @ 187.00 each (North Region)

All other terms, conditions and pricing remain the same.

FOR THE CONTRACTOR:

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

Authorized Agent Signature

Gabriel Kloet, President
Authorized Agent (Print or Type)

10/30/2020
Date

FOR THE STATE:

Carol R. Rademacher

Digitally signed by: Carol R. Rademacher
DN: CN = Carol R. Rademacher email = rademacherc@michigan.gov C = US O = State of Michigan
Date: 2020.11.05 12:35:52 -05'00'

Signature

Carol Rademacher, for the Department Director
Name & Title

Michigan Department of Transportation
Agency

11/5/2020
Date

STATE OF MICHIGAN PROCUREMENT

Michigan Department of Transportation
425 W. Ottawa, Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number **1**
to
Contract Number **200000000846**

CONTRACTOR	
	Upper Peninsula Rubber Company, Inc. dba Tunnel Vision Pipeline Services
	P.O. Box 541
	Escanaba, MI 49829
	Gabriel Kloet
	(906) 786-0460
	GKloet@upconcretepipe.net
	CXXXXX2405

STATE			
	Program Manager	James Roath	MDOT
		(517) 230-5361	
		RoathJ1@michigan.gov	
	Contract Administrator	Laura Dotson	MDOT
		(517) 335-5840	
		DotsonL2@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Culvert Rehabilitation and Drainage Restoration			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
May 15, 2020	May 14, 2023	Three 1-year	
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45			
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card ☐ Payment Request (PRC) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$2,500,000.00	$0.00	$2,500,000.00

DESCRIPTION: Effective September 11,2020, the following items are added to this Contract and the following items are removed from this Contract :

Added:
Section H. Cleaning and Closed Circuit Television (CCTV) Pipe Inspection:
Manned Entry Obstruction Removal @ $850.00 each

Section K. Additional Items (As needed per project):

a. Mobilization/Erosion Control-Turbidity Curtain @ $60.50 per Linear Foot
b. Excavation/Backfill-Light Excavator and Operator @ $225.00 per hour
g. Miscellaneous-Load, transport, tipping fees for non-hazardous spoils-$104.50 per ton

Removed: Section K. Additional Items (As needed per project):
b. Excavation/Backfill
0 to 4 feet deep @ $1.47 per cubic foot
4 to 6 feet deep @ $2.45 per cubic foot
6 to 10 feet deep @ $3.91 per cubic foot

FOR THE CONTRACTOR:

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

Authorized Agent Signature

Gabriel Kloet, President
Authorized Agent (Print or Type)

9/8/20
Date

FOR THE STATE:

Carol R. Rademacher
Signature

Digitally signed by: Carol R. Rademacher
DN: CN = Carol R. Rademacher email = rademacherc@michigan.gov C = US O = State of Michigan
Date: 2020.09.09 14:09:01 -04'00'

Carol Rademacher, for the Department Director
Name & Title

Michigan Department of Transportation
Agency

9/9/2020
Date

Revised 2/2019

Schedule B - Revised
Pricing

All unit prices are not to exceed pricing. Contractor must allow for lower pricing to be available for similar product and service purchases.

North Region	Quantity	Unit	Fiberglass Reinforced (1.5M psi) Equivalent Thickness	Unit Price
Section A: Cured-in-place Pipe (CIPP) Lining (Prices based on 80' minimum length)				
6-inch diameter x 4.5-mm thickness	1	Linear Foot	3.500	**$ 39.63**
8-inch diameter x 6.0-mm thickness	1	Linear Foot	3.500	**$ 42.00**
10-inch diameter x 6.0-mm thickness	1	Linear Foot	3.500	**$ 38.16**
12-inch diameter x 6.0-mm thickness	1	Linear Foot	3.500	**$ 56.27**
15-inch diameter x 7.5-mm thickness	1	Linear Foot	3.500	**$ 64.58**
18-inch diameter x 9.0-mm thickness	1	Linear Foot	3.500	**$ 79.75**
21-inch diameter x 9.0-mm thickness	1	Linear Foot	3.500	**$ 106.66**
24-inch diameter x 10.5-mm thickness	1	Linear Foot	4.375	**$ 127.73**
27-inch diameter x 10.5-mm thickness	1	Linear Foot	4.375	**$ 151.67**
30-inch diameter x 12.0-mm thickness	1	Linear Foot	5.250	**$ 178.09**
33-inch diameter x 12.0-mm thickness	1	Linear Foot	5.250	**$ 199.61**
36-inch diameter x 12.0-mm thickness	1	Linear Foot	6.125	**$ 238.75**
42-inch diameter x 13.5-mm thickness	1	Linear Foot	7.000	**$ 278.87**
48-inch diameter x 15.0-mm thickness	1	Linear Foot	7.875	**$ 401.19**
54-inch diameter x 18.0-mm thickness	1	Linear Foot	8.750	**$ 528.39**
6-inch thru 8-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	**$ 1.96**
10-inch thru 12-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	**$ 3.91**
15-inch thru 18-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	**$ 11.74**
21-inch thru 24-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	**$ 18.59**
27-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	**$ 26.42**
30-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	**$ 28.38**
33-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	**$ 32.29**
36-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	**$ 34.25**
42-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	**$ 39.14**
48-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	**$ 53.82**
54-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	**$ 58.71**
6-inch thru 10-inch diameter Backyard Easement Setup Per Install Length	1	Linear Foot		**$ 7.83**
12-inch thru 18-inch diameter Backyard Easement Setup Per Install Length	1	Linear Foot		**$ 11.74**
Timber Matting for Setup	1	Square Yard		**$ 34.25**
Internal Reconnection of service connection by robotic cutter	1	Each		**$ 229.95**
Sealing of service connection with chemical grouting after internal reconnection (minimum quantity of 15 to be completed per mobilization)	1	Each		**$ 415.86**
Section B: CIPP Lateral Renewal Systems (Prices based on 10' minimum length)				
4-inch to 6-inch Internal installation and cure of top hat shaped structure up to 5' from main <15"diameter - No cleanout required	1	Each		**$ 6,500.00**
4-inch to 6-inch Internal installation and cure of top hat shaped structure up to 20' from main <15"diameter - Cleanout required	1	Each		**$ 7,500.00**
4-inch to 6-inch Installation and cure of structural lateral liner from main beyond 20' from main <15" diameter - Cleanout Required	1	Linear Foot		**$ 95.00**
4-inch to 6-inch Installation and cure of structural lateral liner from surface clean out to main	1	Linear Foot		**$ 95.00**
4-inch to 6-inch Set-up charge per line section for installations of <20 total laterals per project	1	Each		**$ 2,750.00**

North Region	Quantity	Unit	Fiberglass Reinforced (1.5M psi) Equivalent Thickness	Unit Price
4-inch to 6-inch installation of a surface cleanout or access pit	1	Each		$ 4,000.00
Section C: CIPP Point Repairs (Prices based on 4' minimum length)				
6-inch diameter x 4.5-mm thickness	1	Linear Foot		$ 997.50
8-inch diameter x 6.0-mm thickness	1	Linear Foot		$ 1,122.19
10-inch diameter x 6.0-mm thickness	1	Linear Foot		$ 1,193.44
12-inch diameter x 6.0-mm thickness	1	Linear Foot		$ 1,211.25
15-inch diameter x 7.5-mm thickness	1	Linear Foot		$ 1,407.19
18-inch diameter x 9.0-mm thickness	1	Linear Foot		$ 1,603.13
21-inch diameter x 9.0-mm thickness	1	Linear Foot		$ 1,674.38
24-inch diameter x 10.5-mm thickness	1	Linear Foot		$ 1,745.63
27-inch diameter x 10.5-mm thickness	1	Linear Foot		$ 1,799.06
30-inch diameter x 12.0-mm thickness	1	Linear Foot		$ 1,941.56
33-inch diameter x 12.0-mm thickness	1	Linear Foot		$ 2,137.50
36-inch diameter x 12.0-mm thickness	1	Linear Foot		$ 2,244.38
42-inch diameter x 13.5-mm thickness	1	Linear Foot		$ 2,297.81
48-inch diameter x 15.0-mm thickness	1	Linear Foot		$ 2,565.00
54-inch diameter x 18.0-mm thickness	1	Linear Foot		$ 2,885.63
6-inch thru 8-inch diameter additional 1.5 mm thickness	1	Linear Foot		$ 570.00
10-inch thru 12-inch diameter additional 1.5 mm thickness	1	Linear Foot		$ 855.00
15-inch thru 18-inch diameter additional 1.5 mm thickness	1	Linear Foot		$ 855.00
21-inch thru 24-inch diameter additional 1.5 mm thickness	1	Linear Foot		$ 855.00
27-inch diameter additional 1.5 mm thickness	1	Linear Foot		$ 855.00
30-inch diameter additional 1.5 mm thickness	1	Linear Foot		$ 855.00
33-inch diameter additional 1.5 mm thickness	1	Linear Foot		$ 855.00
36-inch diameter additional 1.5 mm thickness	1	Linear Foot		$ 855.00
42-inch diameter additional 1.5 mm thickness	1	Linear Foot		$ 855.00
48-inch diameter additional 1.5 mm thickness	1	Linear Foot		$ 855.00
54-inch diameter additional 1.5 mm thickness	1	Linear Foot		$ 855.00
Section D: Polyethylene (PE) Slip Lining (Prices based on 80' minimum length)				
				Not Applicable - Subcontracted if needed
Section E: Pipe Bursting (with High-Density Polyethylene (HDPE) or Polyvinyl Chloride (PVC)) - (Prices based on 80' minimum length)				
				Not Applicable - Subcontracted if needed
Section F: Manhole Connections				
6-inch diameter	1	Each		$ 141.88
8-inch diameter	1	Each		$ 185.92
10-inch diameter	1	Each		$ 239.73
12-inch diameter	1	Each		$ 288.66
14-inch diameter	1	Each		$ 342.48
16-inch diameter	1	Each		$ 391.40
18-inch diameter	1	Each		$ 435.43
20-inch diameter	1	Each		$ 489.25
Section G: Manhole Rehabilitation				
All sizes installation of manhole chimney seals	1	Each		$ 636.03
Grouting of heavy infiltration to facilitate manhole rehab	1	Each		$ 1,467.75
Manhole rehabilitation - cementitious	1	Square Foot		$ 25.00
Manhole rehabilitation - epoxy	1	Square Foot		$ 28.00
Manhole rehabilitation - polyurethane	1	Square Foot		N/A Subcontracted
Section H: Cleaning and Closed Circuit Television (CCTV) Pipe Inspection (Prices based on 80' minimum length)				
6-inch thru 12-inch diameter Clean & CCTV	1	Linear Foot		$ 5.39
15-inch thru 21-inch diameter Clean & CCTV	1	Linear Foot		$ 10.76
24-inch thru 33-inch diameter Clean & CCTV	1	Linear Foot		$ 19.09
36-inch thru 42-inch diameter Clean & CCTV	1	Linear Foot		$ 29.36

North Region	Quantity	Unit	Fiberglass Reinforced (1.5M psi) Equivalent Thickness	Unit Price
48-inch thru 54-inch diameter Clean & CCTV	1	Linear Foot		$ 48.93
6-inch thru 15-inch diameter Post & CCTV Inspection after Rehabilitation	1	Linear Foot		$ 2.45
18-inch thru 27-inch diameter Post & CCTV Inspection after Rehabilitation	1	Linear Foot		$ 3.91
30-inch or Larger diameter Post & CCTV Inspection after Rehabilitation	1	Linear Foot		$ 5.39
Re-setup for clean & & CCTV Inspection due to Point Repairs	1	Each		$ 146.78
Root Removal	1	Linear Foot		$ 2.94
Grease Removal	1	Linear Foot		$ 2.94
Heavy Cleaning (more than three passes)	1	Hour		$ 195.00
Other Remote Obstruction Removal (max 10 linear foot)	1	Each		$ 1,320.98
Manned Entry Obstruction Removal	1	Each		$ 850.00
Above Ground Physical Inspection	1	Linear Foot		$ 3.91
Section I: Bypass for Culverts and Associated Items				
Set Up 4-inch diameter Pump (Per Pump)	1	Each		$ 440.33
Set Up 6-inch diameter Pump (Per Pump)	1	Each		$ 1,027.43
Set Up 8-inch diameter Pump (Per Pump)	1	Each		$ 1,467.75
Set Up 12-inch diameter Pump (Per Pump)	1	Each		$ 2,593.03
Set Up 4-inch diameter Piping	1	Linear Foot		$ 36.70
Set Up 6-inch diameter Piping	1	Linear Foot		$ 45.51
Set Up 8-inch diameter Piping	1	Linear Foot		$ 78.28
Set Up 12-inch diameter Piping	1	Linear Foot		$ 107.64
Set Up 18-inch diameter Piping	1	Linear Foot		$ 132.10
Operate 4-inch diameter Pumping System	1	Day		$ 91.98
Operate 6-inch diameter Pumping System	1	Day		$ 694.74
Operate 8-inch diameter Pumping System	1	Day		$ 1,110.60
Operate 12-inch diameter Pumping System	1	Day		$ 1,785.76
Bypass - Driveway Ramp (Setup, Operate, Maintain)	1	Each		$ 450.11
Bypass - Street Ramp (Setup, Operate, Maintain)	1	Each		$ 450.11
Bypass - Street Trenching for 8-inch diameter Pipe (Setup, Operate, Maintain)	1	Linear Foot		$ 66.05
Bypass - Street Trenching for 12-inch diameter Pipe (Setup, Operate, Maintain)	1	Linear Foot		$ 88.07
Bypass - Street Trenching for 18-inch diameter Pipe (Setup, Operate, Maintain)	1	Linear Foot		$ 110.09
Bypass Plan (3rd Party Certified)	1	Each		$ 2,103.78
Section J: Pipe Fusing/Joining				
				Not Applicable - Subcontracted if needed
Section K: Additional Items (As needed per project) a) Mobilization/Erosion Control				
Mobilization	1	Each		$ 5,750.00
Erosion Control	1	Linear Foot		$ 2.61
Turbidity Curtain	1	Linear Foot		$ 60.50
b) Excavation/Backfill				
0 to 4 feet deep	1	Cubic Foot		$ 1.47
4 to 6 feet deep	1	Cubic Foot		$ 2.45
6 to 10 feet deep	1	Cubic Foot		$ 3.91
Light Excavator and Operator	1	Hour		$ 225.00
c) Trench Shoring				
4 to 6 feet deep	1	Trench/week		$ 169.53
6 to 10 feet deep	1	Trench/week		$ 198.08
d) Surface Restoration				
Sod	1	Square Foot		$ 1.99
4-inch concrete	1	Square Foot		$ 7.55
6-inch concrete	1	Square Foot		$ 9.59
2-inch asphalt	1	Square Foot		$ 4.86

North Region	Quantity	Unit	Fiberglass Reinforced (1.5M psi) Equivalent Thickness	Unit Price
3-inch asphalt	1	Square Foot		$ 6.46
Curb	1	Linear Foot		$ 52.43
e) Materials				
Excavation and Culvert Bedding	1	Ton		$ 34.00
Rip Rap	1	Ton		$ 38.16
Sand	1	Ton		$ 23.98
Gravel	1	Ton		$ 28.38
f) Maintenance of Traffic				
Sinage	1	Each Month		$ 2,375.00
Flagmen	1	Hour		$ 38.00
Attenuator Vechicle	1	Each Day		$ 380.00
Arrow Board	1	Each Day		$ 190.00
Traffic Lane Shift	1	Each		$ 15,675.00
Traffic Control Plan (certified)	1	Each		$ 902.50
g) Miscellaneous				
Tree Removal	1	Each		$ 807.50
Permit Fees	1	Each		$ 2,850.00
Water Charges	1	Each		$ 1.00
Disposal Fees	1	Each		$ 1.00
Load, transport, tipping fees for non-hazardous spoils	1	Ton		$ 104.50
Note: Additional Items may apply to each section of the Contract				
Section L: Professional Services, Civil Engineering, and Land Surveying				
Firm Principal	1	Hour		$ 237.50
Senior Project Manager	1	Hour		$ 166.25
Project Manager	1	Hour		$ 118.75
Coordinator	1	Hour		$ 114.00
Project surveyor	1	Hour		$ 109.25
Project engineer	1	Hour		$ 109.25
Engineering Technician	1	Hour		$ 90.25
Two person field survey crew	1	Hour		$ 166.25
One person field survey crew	1	Hour		$ 99.75
Administrative services	1	Hour		$ 66.50

Superior Region	Quantity	Unit	Fiberglass Reinforced (1.5M psi) Equivalent Thickness	Unit Price
Section A: Cured-in-place Pipe (CIPP) Lining (Prices based on 80' minimum length)				
6-inch diameter x 4.5-mm thickness	1	Linear Foot	3.500	**$ 39.63**
8-inch diameter x 6.0-mm thickness	1	Linear Foot	3.500	**$ 39.00**
10-inch diameter x 6.0-mm thickness	1	Linear Foot	3.500	**$ 38.16**
12-inch diameter x 6.0-mm thickness	1	Linear Foot	3.500	**$ 56.27**
15-inch diameter x 7.5-mm thickness	1	Linear Foot	3.500	**$ 64.58**
18-inch diameter x 9.0-mm thickness	1	Linear Foot	3.500	**$ 79.75**
21-inch diameter x 9.0-mm thickness	1	Linear Foot	3.500	**$ 106.66**
24-inch diameter x 10.5-mm thickness	1	Linear Foot	4.375	**$ 127.73**
27-inch diameter x 10.5-mm thickness	1	Linear Foot	4.375	**$ 151.67**
30-inch diameter x 12.0-mm thickness	1	Linear Foot	5.250	**$ 178.09**
33-inch diameter x 12.0-mm thickness	1	Linear Foot	5.250	**$ 199.61**
36-inch diameter x 12.0-mm thickness	1	Linear Foot	6.125	**$ 238.75**
42-inch diameter x 13.5-mm thickness	1	Linear Foot	7.000	**$ 278.87**
48-inch diameter x 15.0-mm thickness	1	Linear Foot	7.875	**$ 401.19**
54-inch diameter x 18.0-mm thickness	1	Linear Foot	8.750	**$ 528.39**
6-inch thru 8-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	**$ 1.96**
10-inch thru 12-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	**$ 3.91**
15-inch thru 18-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	**$ 11.74**
21-inch thru 24-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	**$ 18.59**
27-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	**$ 26.42**
30-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	**$ 28.38**
33-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	**$ 32.29**
36-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	**$ 34.25**
42-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	**$ 39.14**
48-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	**$ 53.82**
54-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	**$ 58.71**
6-inch thru 10-inch diameter Backyard Easement Setup Per Install Length	1	Linear Foot		**$ 7.83**
12-inch thru 18-inch diameter Backyard Easement Setup Per Install Length	1	Linear Foot		**$ 11.74**
Timber Matting for Setup	1	Square Yard		**$ 34.25**
Internal Reconnection of service connection by robotic cutter	1	Each		**$ 229.95**
Sealing of service connection with chemical grouting after internal reconnection (minimum quantity of 15 to be completed per mobilization)	1	Each		**$ 415.86**
Section B: CIPP Lateral Renewal Systems (Prices based on 10' minimum length)				
4-inch to 6-inch Internal installation and cure of top hat shaped structure up to 5' from main <15"diameter - No cleanout required	1	Each		**$ 6,500.00**
4-inch to 6-inch Internal installation and cure of top hat shaped structure up to 20' from main <15"diameter - Cleanout required	1	Each		**$ 7,500.00**
4-inch to 6-inch Installation and cure of structural lateral liner from main beyond 20' from main <15" diameter - Cleanout Required	1	Linear Foot		**$ 95.00**
4-inch to 6-inch Installation and cure of structural lateral liner from surface clean out to main	1	Linear Foot		**$ 95.00**
4-inch to 6-inch Set-up charge per line section for installations of <20 total laterals per project	1	Each		**$ 2,750.00**
4-inch to 6-inch installation of a surface cleanout or access pit	1	Each		**$ 4,000.00**
Section C: CIPP Point Repairs (Prices based on 4' minimum length)				
6-inch diameter x 4.5-mm thickness	1	Linear Foot		**$ 997.50**

Superior Region	Quantity	Unit	Fiberglass Reinforced (1.5M psi) Equivalent Thickness	Unit Price
8-inch diameter x 6.0-mm thickness	1	Linear Foot		$ 1,122.19
10-inch diameter x 6.0-mm thickness	1	Linear Foot		$ 1,193.44
12-inch diameter x 6.0-mm thickness	1	Linear Foot		$ 1,211.25
15-inch diameter x 7.5-mm thickness	1	Linear Foot		$ 1,407.19
18-inch diameter x 9.0-mm thickness	1	Linear Foot		$ 1,603.13
21-inch diameter x 9.0-mm thickness	1	Linear Foot		$ 1,674.38
24-inch diameter x 10.5-mm thickness	1	Linear Foot		$ 1,745.63
27-inch diameter x 10.5-mm thickness	1	Linear Foot		$ 1,799.06
30-inch diameter x 12.0-mm thickness	1	Linear Foot		$ 1,941.56
33-inch diameter x 12.0-mm thickness	1	Linear Foot		$ 2,137.50
36-inch diameter x 12.0-mm thickness	1	Linear Foot		$ 2,244.38
42-inch diameter x 13.5-mm thickness	1	Linear Foot		$ 2,297.81
48-inch diameter x 15.0-mm thickness	1	Linear Foot		$ 2,565.00
54-inch diameter x 18.0-mm thickness	1	Linear Foot		$ 2,885.63
6-inch thru 8-inch diameter additional 1.5 mm thickness	1	Linear Foot		$ 570.00
10-inch thru 12-inch diameter additional 1.5 mm thickness	1	Linear Foot		$ 855.00
15-inch thru 18-inch diameter additional 1.5 mm thickness	1	Linear Foot		$ 855.00
21-inch thru 24-inch diameter additional 1.5 mm thickness	1	Linear Foot		$ 855.00
27-inch diameter additional 1.5 mm thickness	1	Linear Foot		$ 855.00
30-inch diameter additional 1.5 mm thickness	1	Linear Foot		$ 855.00
33-inch diameter additional 1.5 mm thickness	1	Linear Foot		$ 855.00
36-inch diameter additional 1.5 mm thickness	1	Linear Foot		$ 855.00
42-inch diameter additional 1.5 mm thickness	1	Linear Foot		$ 855.00
48-inch diameter additional 1.5 mm thickness	1	Linear Foot		$ 855.00
54-inch diameter additional 1.5 mm thickness	1	Linear Foot		$ 855.00
Section D: Polyethylene (PE) Slip Lining (Prices based on 80' minimum length)				
				Not Applicable - Subcontracted if needed
Section E: Pipe Bursting (with High-Density Polyethylene (HDPE) or Polyvinyl Chloride (PVC)) (Prices based on 80' minimum length)				
				Not Applicable - Subcontracted if needed
Section F: Manhole Connections				
6-inch diameter	1	Each		$ 141.88
8-inch diameter	1	Each		$ 185.92
10-inch diameter	1	Each		$ 239.73
12-inch diameter	1	Each		$ 288.66
14-inch diameter	1	Each		$ 342.48
16-inch diameter	1	Each		$ 391.40
18-inch diameter	1	Each		$ 435.43
20-inch diameter	1	Each		$ 489.25
Section G: Manhole Rehabilitation				
All sizes installation of manhole chimney seals	1	Each		$ 636.03
Grouting of heavy infiltration to facilitate manhole rehab	1	Each		$ 1,467.75
Manhole rehabilitation - cementitious	1	Square Foot		$ 25.00
Manhole rehabilitation - epoxy	1	Square Foot		$ 28.00
Manhole rehabilitation - polyurethane	1	Square Foot		N/A Subcontracted
Section H: Cleaning and Closed Circuit Television (CCTV) Pipe Inspection (Prices based on 80' minimum length)				
6-inch thru 12-inch diameter Clean & CCTV	1	Linear Foot		$ 5.39
15-inch thru 21-inch diameter Clean & CCTV	1	Linear Foot		$ 10.76
24-inch thru 33-inch diameter Clean & CCTV	1	Linear Foot		$ 19.09
36-inch thru 42-inch diameter Clean & CCTV	1	Linear Foot		$ 29.36
48-inch thru 54-inch diameter Clean & CCTV	1	Linear Foot		$ 48.93
6-inch thru 15-inch diameter Post & CCTV Inspection after Rehabilitation	1	Linear Foot		$ 2.45

Superior Region	Quantity	Unit	Fiberglass Reinforced (1.5M psi) Equivalent Thickness	Unit Price
18-inch thru 27-inch diameter Post & CCTV Inspection after Rehabilitation	1	Linear Foot		$ 3.91
30-inch or Larger diameter Post & CCTV Inspection after Rehabilitation	1	Linear Foot		$ 5.39
Re-setup for clean & & CCTV Inspection due to Point Repairs	1	Each		$ 146.78
Root Removal	1	Linear Foot		$ 2.94
Grease Removal	1	Linear Foot		$ 2.94
Heavy Cleaning (more than three passes)	1	Hour		$ 195.00
Other Remote Obstruction Removal (max 10 linear foot)	1	Each		$ 1,320.98
Manned Entry Obstruction Removal	1	Each		$ 850.00
Above Ground Physical Inspection	1	Linear Foot		$ 3.91
Section I: Bypass for Culverts and Associated Items				
Set Up 4-inch diameter Pump (Per Pump)	1	Each		$ 440.33
Set Up 6-inch diameter Pump (Per Pump)	1	Each		$ 1,027.43
Set Up 8-inch diameter Pump (Per Pump)	1	Each		$ 1,467.75
Set Up 12-inch diameter Pump (Per Pump)	1	Each		$ 2,593.03
Set Up 4-inch diameter Piping	1	Linear Foot		$ 36.70
Set Up 6-inch diameter Piping	1	Linear Foot		$ 45.51
Set Up 8-inch diameter Piping	1	Linear Foot		$ 78.28
Set Up 12-inch diameter Piping	1	Linear Foot		$ 107.64
Set Up 18-inch diameter Piping	1	Linear Foot		$ 132.10
Operate 4-inch diameter Pumping System	1	Day		$ 91.98
Operate 6-inch diameter Pumping System	1	Day		$ 694.74
Operate 8-inch diameter Pumping System	1	Day		$ 1,110.60
Operate 12-inch diameter Pumping System	1	Day		$ 1,785.76
Bypass - Driveway Ramp (Setup, Operate, Maintain)	1	Each		$ 450.11
Bypass - Street Ramp (Setup, Operate, Maintain)	1	Each		$ 450.11
Bypass - Street Trenching for 8-inch diameter Pipe (Setup, Operate, Maintain)	1	Linear Foot		$ 66.05
Bypass - Street Trenching for 12-inch diameter Pipe (Setup, Operate, Maintain)	1	Linear Foot		$ 88.07
Bypass - Street Trenching for 18-inch diameter Pipe (Setup, Operate, Maintain)	1	Linear Foot		$ 110.09
Bypass Plan (3rd Party Certified)	1	Each		$ 2,103.78
Section J: Pipe Fusing/Joining				
Setup fee per pull segment	1	Segment		N/A Subcontracted
6-inch thru 12-inch diameter	1	Linear Foot		N/A Subcontracted
13-inch thru 18-inch diameter	1	Linear Foot		N/A Subcontracted
19-inch thru 24-inch diameter	1	Linear Foot		N/A Subcontracted
25-inch thru 42-inch diameter	1	Linear Foot		N/A Subcontracted
43-inch thru 48-inch diameter	1	Linear Foot		N/A Subcontracted
49-inch thru 54-inch diameter	1	Linear Foot		N/A Subcontracted
Section K: Additional Items (As needed per project)				
a) Mobilization/Erosion Control				
Mobilization	1	Each		$ 4,750.00
Erosion Control	1	Linear Foot		$ 2.61
Turbidity Curtain	1	Linear Foot		$ 60.50
b) Excavation/Backfill				
0 to 4 feet deep	1	Cubic Foot		$ 1.47
4 to 6 feet deep	1	Cubic Foot		$ 2.45
6 to 10 feet deep	1	Cubic Foot		$ 3.91
Light Excavator and Operator	1	Hour		$ 225.00
c) Trench Shoring				

Superior Region	Quantity	Unit	Fiberglass Reinforced (1.5M psi) Equivalent Thickness	Unit Price
4 to 6 feet deep	1	Trench/week		$ 169.53
6 to 10 feet deep	1	Trench/week		$ 198.08
d) Surface Restoration				
Sod	1	Square Foot		$ 1.99
4-inch concrete	1	Square Foot		$ 7.55
6-inch concrete	1	Square Foot		$ 9.59
2-inch asphalt	1	Square Foot		$ 4.86
3-inch asphalt	1	Square Foot		$ 6.46
Curb	1	Linear Foot		$ 52.43
e) Materials				
Excavation and Culvert Bedding	1	Ton		$ 34.00
Rip Rap	1	Ton		$ 38.16
Sand	1	Ton		$ 23.98
Gravel	1	Ton		$ 28.38
f) Maintenance of Traffic				
Sinage	1	Each Month		$ 2,375.00
Flagmen	1	Hour		$ 38.00
Attenuator Vechicle	1	Each Day		$ 380.00
Arrow Board	1	Each Day		$ 190.00
Traffic Lane Shift	1	Each		$ 15,675.00
Traffic Control Plan (certified)	1	Each		$ 902.50
g) Miscellaneous				
Tree Removal	1	Each		$ 807.50
Permit Fees	1	Each		$ 2,850.00
Water Charges	1	Each		$ 1.00
Disposal Fees	1	Each		$ 1.00
Load, transport, tipping fees for non-hazardous spoils	1	Ton		$ 104.50
Note: Additional Items may apply to each section of the Contract				
Section L: Professional Services, Civil Engineering, and Land Surveying				
Firm Principal	1	Hour		$ 237.50
Senior Project Manager	1	Hour		$ 166.25
Project Manager	1	Hour		$ 118.75
Coordinator	1	Hour		$ 114.00
Project surveyor	1	Hour		$ 109.25
Project engineer	1	Hour		$ 109.25
Engineering Technician	1	Hour		$ 90.25
Two person field survey crew	1	Hour		$ 166.25
One person field survey crew	1	Hour		$ 99.75
Administrative services	1	Hour		$ 66.50

STATE OF MICHIGAN PROCUREMENT

MICHIGAN DEPARTMENT OF TRANSPORTATION

425 W. Ottawa St., Lansing, MI 48933
P.O. Box 30050, Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **200000000846**
between
THE STATE OF MICHIGAN
and

CONTRACTOR	
	Upper Peninsula Rubber Company, Inc. dba Tunnel Vision Pipeline Services
	P.O. Box 541
	Escanaba, MI 49829
	Gabriel Kloet
	906-786-0460
	GKloet@upconcretepipe.net
	CXXXX2405

STATE			
	Program Manager	James Roath	MDOT
		517-230-5361	
		RoathJ1@michigan.gov	
	Contract Administrator	Laura Dotson	MDOT
		517-335-5840	
		DotsonL2@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Culvert Rehabilitation and Drainage Restoration			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
May 15, 2020	May 14, 2023	Three 1-year	
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45			
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card ☐ Payment Request (PRC) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			
MISCELLANEOUS INFORMATION			
This Contract Agreement is awarded on the basis of the inquiry bearing the solicitation number 200000001156.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		**$2,500,000.00**	

FOR THE CONTRACTOR:

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

Authorized Agent Signature

Gabriel Kloet, President
Authorized Agent (Print or Type)

5/12/20
Date

FOR THE STATE:

Carol R. Rademacher
Digitally signed by: Carol R. Rademacher
DN: CN = Carol R. Rademacher email = rademacherc@michigan.gov C = US O = State of Michigan
Date: 2020.05.14 13:13:53 -04'00'
Signature

Carol Rademacher, for the Department Director
Name & Title

Michigan Department of Transportation
Agency

5/14/2020
Date

STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Upper Peninsula Rubber Company Inc. dba Tunnel Vision Pipeline Services (the "**Contractor**"), a Michigan corporation. This Contract is effective on May 15, 2020 ("**Effective Date**"), and unless terminated, expires on May 14, 2023.

This Contract may be renewed for up to three (3) additional one-year periods. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the "**Contract Activities**"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

   Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

   Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

   Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

   If to State:
   Laura Dotson
   Michigan Department of Transportation
   425 W. Ottawa St.
   PO Box 30050
   Lansing, MI 48909
   DotsonL2@michigan.gov
   517-335-5840

   If to Contractor:
   Gabriel Kloet
   Tunnel Vision Pipeline Services
   P.O. box 541
   Escanaba, MI 49829
   GKloet@upconcretepipe.net
   (M) 734-945-0147
   (O) 906-786-0460

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a "**Contract Administrator**"):

State:
Laura Dotson
Michigan Department of Transportation
425 W. Ottawa St.
PO Box 30050
Lansing, MI 48909
DotsonL2@michigan.gov
517-335-5840

Contractor:
Gabriel Kloet
Tunnel Vision Pipeline Services
P.O. box 541
Escanaba, MI 49829
GKloet@upconcretepipe.net
(M) 734-945-0147
(O) 906-786-0460

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "**Program Manager**"):

State:
James Roath
Michigan Department of Transportation
6333 Lansing Road
Lansing, MI 48917
RoathJ1@michigan.gov
517-230-5361

Contractor:
Gabriel Kloet
Tunnel Vision Pipeline Services
P.O. box 541
Escanaba, MI 49829
GKloet@upconcretepipe.net
(M) 734-945-0147
(O) 906-786-0460

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: $1,000,000 Each Occurrence Limit $1,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations Deductible Maximum: $50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04. Coverage must not have exclusions or limitations related to sexual abuse and molestation liability.
Umbrella or Excess Liability Insurance	
Minimum Limits: $5,000,000 General Aggregate	Contractor must have their policy follow form.
Automobile Liability Insurance	
Minimum Limits: $1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.

Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: $500,000 Each Accident $500,000 Each Employee by Disease $500,000 Aggregate Disease.	
Professional Liability (Errors and Omissions) Insurance	
Minimum Limits: $3,000,000 Each Occurrence $3,000,000 Annual Aggregate Deductible Maximum: $50,000 Per Loss	
Environmental and Pollution Liability (Errors and Omissions)	
Minimum Limits: $1,000,000 Each Occurrence $2,000,000 Annual Aggregate	Contractor must have their policy: (1) be applicable to the work being performed, including completed operations equal to or exceeding statute of repose; (2) not have exclusions or limitations related to Transportation (upset overturn, spills during loading or unloading, Hazardous Materials Handling, and Non Owned disposal site liability; and (3) endorsed to add "the State of Michigan, its departments, division, agencies, offices, commissions, officers, employees, and agents" as additional insured.

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **Reserved.**

8. **Reserved.**

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works

made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.

12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

    In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.

16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

    Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

    If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging become the State's exclusive property upon acceptance.

18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

19. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.

20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

    The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

    The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at http://www.michigan.gov/SIGMAVSS to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.

22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

23. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

    If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

    The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable

costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

26. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

    The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

    The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

    Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

28. **Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

30. **Reserved**

31. **State Data.**

    a. Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.

    b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.

    c. Extraction of State Data. Contractor must, within five (5) business days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.

    d. Backup and Recovery of State Data. Unless otherwise specified in Schedule A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Schedule A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.

    e. Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any

costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. This section survives termination or expiration of this Contract.

32. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

33. Data Privacy and Information Security

a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.

b. Audit by Contractor. No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.

c. Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.

d. Audit Findings. Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.

e. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

34. Reserved.

35. Reserved.

36. Records Maintenance, Inspection, Examination, and Audit. The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes;(h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

40. **Prevailing Wage.** Contractor must comply with prevailing wage requirements, to the extent applicable to this Contract.

41. **Reserved.**

42. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq*., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq*., and Executive Directive 2019-09. Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

43. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

44. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

    Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

50. **Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule A	Statement of Work
Schedule B	Pricing
Schedule C	ArcGIS Online (AGOL)

51. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

52. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

53. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.

54. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

55. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

STATE OF MICHIGAN

Contract 200000000846

SCHEDULE A
STATEMENT OF WORK
CONTRACT ACTIVITIES

This schedule identifies the requirements of the Contract.

SCOPE
This Contract is for services to rehabilitate culverts and restore drainage to maintain culvert integrity, fluid flow and traffic. The Contractor shall provide all labor, equipment and materials necessary to rehabilitate the selected culvert(s). The quantities stated in this Contract are estimates to be completed over the life of the Contract.

This Contract is an "**AS NEEDED"** contract to be used by the Michigan Department of Transportation (MDOT).

General process will be as follows:

A. MDOT develops a list of culverts with proposed fixes and any additional requirements depending on the location and condition.

B. Contractor reviews the list and provides a price quote per location with the given line items in the Contract. Pricing must not to exceed the prices as listed in Schedule B.

C. MDOT may accept or reject or negotiate the pricing.

D. MDOT will create a Delivery Order (DO) for each project.

REQUIREMENTS

1. General Requirements

1.1. Specifications/Requirements

A. The Contractor shall follow the Special Provisions, manufacturers' recommendations, 2012 Standard Specifications for Construction, or specifications as directed by MDOT.

1) CIPP Special Provision:
Cured-in-Place Pipe Liner for Culverts and Storm Sewers-12RC401-A725-02-12-04-19.pdf

2) Other Special Provisions:
https://mdotcf.state.mi.us/public/dessssp/spss/

3) 2012 Standard Specifications for Construction:
https://mdotjboss.state.mi.us/SpecProv/specBookHome.htm

B. The Contractor shall update inventory attribution using ArcGIS Online as described in Schedule C.

C. The Contractor shall be a MDOT prequalified Contractor in the following categories:

1) Sewers and Watermains

2) Sewer cleaning

3) Sewer inspection

D. The Contractor shall provide traffic control unless otherwise directed by MDOT.

1.2. Processes:

A. **Cured-in-place Pipe (CIPP) Lining**
The Contractor utilizes ultra-violet light cured, fiberglass reinforced pipe lining; no cure water or steam is used to cure the liner. Fiberglass reinforcement yields flexural modulus of over 1,500,000 psi (compared to 400,000 for non-reinforced pipe liners) yields liners which are half as thick (or less) than traditional felt liners. This also allows very deep, large culverts to be lined.

The Contractor does not install traditional felt liners – instead solely installing UV-GRP liners for their increased quality, full end-to-end QA/QC (from ISO 9001 manufacturing to every internal foot of liner being tracked/recorded for full curing), increased strength, reduced/eliminated environmental impact (no cure water), and reduced/eliminated worker styrene exposure.

B. **CIPP Lateral Renewal Systems**
The Contractor shall use an epoxy-resin lateral lining and/or UV-light cured lateral lining.

C. **CIPP Point Repairs**
The Contractor shall use fiberglass-reinforced silicate resin pipe patches (no cure water or styrene).

D. **Polyethylene (PE) Slip Lining**
Services will be subcontracted.

E. **Pipe Bursting with High-Density Polyethylene (HDPE)**
Services will be subcontracted.

F. **Manhole Connections**
The Contractor shall use Press-Seal or another MDOT-accepted equivalent.

G. **Manhole Rehabilitation**
The Contractor shall use Cementitious-Spray Manhole Rehabilitation System with epoxy-finished outside layer (upon request).

H. **Cleaning and Closed-Circuit Television (CCTV) Pipe Inspection**
The Contractor shall use High-Definition (1080p) video or 3D-Scanned (Panoramo) inspection. Cleaning shall be completed by 120GPM jet/vac trucks with specialized nozzles for large-diameter culverts to minimize hourly heavy cleaning charges.

I. **Bypass for Culverts and Associated Items**
Not applicable

J. **Pipe Fusing/Joining**

K. **Additional Items, Traffic Control**
The Contractor shall be responsible for traffic control unless directed by MDOT. Traffic shall be maintained in accordance with the 2012 or most current versions of the Standard Specifications for Construction, the Michigan Manual of Uniform Traffic Control Devices (MMUTCD), Work Zones Maintaining Traffic Typicals, and the Maintenance Work Zone Traffic Control Guidelines. Traffic control plans are detailed drawings that should show how the traffic and work is being separated, road signs, warning devices, lane closures, etc. Traffic control plan(s) will be reviewed and approved by MDOT. A 24-hour emergency number for traffic control issues must be provided.

All operations shall be conducted in a manner that will not create a hazard and will maintain safety for the crews and traffic. The Contractor shall not operate equipment on the roadway or in a manner that requires unnecessary crossing of the roadway. All equipment not in use may be temporarily parked on limited access freeway right-of-way, but not within the median or closer than 30 feet from the traveled roadway. Equipment may not be temporarily parked on free access roadways except at those locations designated by the Engineer as defined in the current 2012 Standard Specifications for Construction.

MMUTCD and Work Zones Maintaining Traffic Typicals can be found at the following link:
https://mdotjboss.state.mi.us/TSSD/tssdHome.htm

Maintenance Work Zone Traffic Control Guidelines can be found at the following link:
https://www.michigan.gov/documents/zonecontrol_112912_7.pdf

1.3. Warranties
A one-year material warranty applies during the Contract period. Warranty period begins after acceptance of the work.

The State reserves the right to require additional warranties other than those identified by the Contractor.

1.4. Recall Requirements and Procedures
The Contractor will follow manufacturers' recommended recall procedures. All recalled materials will be removed from inventory at the Contractor's facilities.

1.5. Quality Assurance Program

As needed, MDOT shall be present for the installations to verify installation methods. MDOT will visually inspect the final product for acceptance and payment.

The Contractor's UV-Lining process has full internal video and temperature sensing across the entire length of the liner. These outputs are generated and submitted for each liner as a csv and video output. This means all field installation data is recorded and provided in a locked excel file instead of a single temperature taken at the end of a culvert. These are requirements above and beyond the SP and are integrated to the system. There is no in-field wet-out: all liners are manufactured and fully wet-out in an ISO 9001-approved facility. All liners are shipped in individual light proof crates with ISO 9001-compliant full production slips available for submission.

2. Services Levels

2.1. Time Frames
Time frames are as mutually agreed by the Contractor and MDOT.

2.2. Delivery
Delivery and installation timing will be determined and mutually agreed upon by the Contractor and MDOT.

3. Acceptance

3.1. Acceptance, Inspection and Testing
Acceptance occurs when MDOT inspects and approves the completed work.

3.2. Final Acceptance
Final acceptance occurs when MDOT makes payment for the work.

4. Staffing

4.1. Contractor Representative
The Contractor must appoint one individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to projects, etc. (the "Contractor Representative").

The appointed Contractor Representative: Ken Syers
608-772-3672
ksyers@uprubber.com

The Contractor must notify the Contract Administrator at least 14 calendar days before removing or assigning a new Contractor Representative.

4.2. Technical Support, Repairs and Maintenance
The Contractor's telephone numbers for the State to make contact with the Contractor for technical support, repairs and maintenance is 608-772-3672.

The Contractor must be available for calls and service during the hours of 8:00 am to 5:00 pm Eastern Time.

4.3. Work Hours
The Contractor must provide Contract Activities during the State's normal working hours Monday – Friday, 7:00 a.m. to 6:00 p.m. Eastern Time, and possible night and weekend hours depending on the requirements of the project.

4.4. Key Personnel
The Contractor must appoint at least two individuals who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"), project manager and foreman. Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquires within one business day.

Contractor's Key Personnel: Gabriel Kloet
734-945-0147
gkloet@upconcretepipe.net

Ken Syers
608-772-3672
ksyers@uprubber.com

Scott LaCombe
906-458-6950
slacombe@uprubber.com

The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.

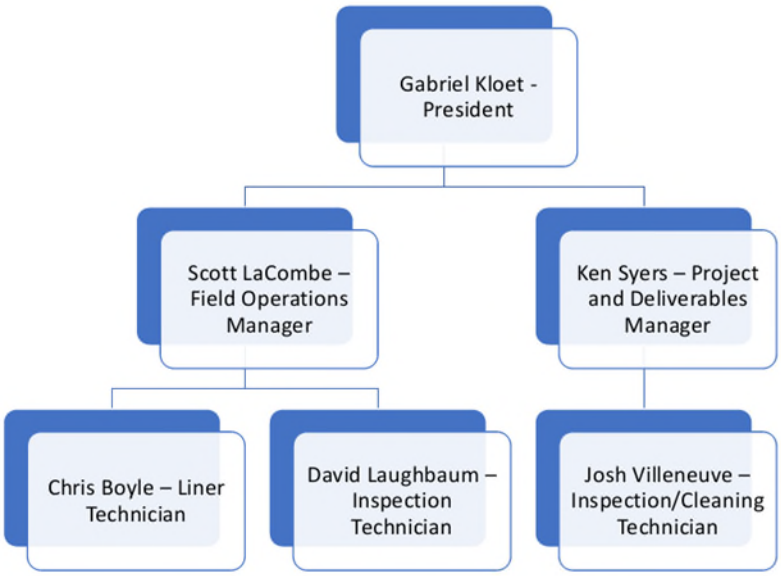
Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under Termination for Cause in the Standard Terms. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):

(i) For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be $25,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30 calendar days before the Key Personnel's removal.

(ii) If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the $25,000.00 credit specified above, Contractor will credit the State $833.33 per calendar day for each day of the 30 calendar-day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to $25,000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30 calendar days of shadowing will not exceed $50,000.00 per individual.

Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any fees or other charges payable to Contractor under this Contract.

4.5. Organizational Chart



4.6. Disclosure of Subcontractors
If the Contractor utilizes subcontractors for the performance of this Contract, the Contractor must disclose the following to the State's Contract Administrator and Program Manager:

A. The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.

B. The relationship of the subcontractor to the Contractor.

C. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.

D. A complete description of the Contract Activities that will be performed or provided by the subcontractor.

4.7. Security
The Contractor shall follow state security recommendations to ensure the security of State facilities. Only multi-year employed personnel shall be assigned by the Contractor to enter a state facility; entry only when authorized by MDOT. Contractor personnel shall be issued ID badges and uniforms to be clearly identifiable.

The Contractor will perform security background checks on any new employees. Background checks include but are not limited to criminal history, financial history and drug screening.

The State may require the Contractor's personnel to wear State issued identification badges.

5. Project Management

5.1. Project Plan
For each project, the Contractor will be required to propose a project plan. The project plan should identify items such as the required contact personnel; the date the project plan must be submitted to MDOT; project management process; project breakdown identifying sub-projects, tasks, timeframes, and resources required; expected frequency and mechanisms for updates/progress reviews; process for addressing issues/changes; and individuals responsible for receiving/reacting to the requested information.

The Contractor will carry out the project plan under the direction and control of MDOT.

5.2. Meetings
The Contractor must attend meetings as required.

5.3. Reporting
The Contractor must submit to the Program Manager and the office requesting the work, a report detailing the type of fix, liner foot installed, type of traffic control used, unique ID, or as directed by the Program Manager. The Contractor shall update inventory attribution using ArcGIS Online as described in Schedule C.

6. Pricing

6.1. Price Term
Pricing is firm for the entire length of the Contract.

6.2. Price Changes
Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

The prices in this contract are "not to exceed" unit prices and unit prices for specific work may be a lower unit price.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

7. Order Authorizing Document
The appropriate authorizing document for the Contract will be Delivery Orders (DO) through SIGMA. Contractor is not to initiate work without receipt of a DO from MDOT.

8. Invoice and Payment

8.1. Invoice Requirements
All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price. Overtime, holiday pay, and travel expenses will not be paid.

8.2. Payment Methods
The State will make payment for Contract Activities as stated in the Standard Contract Terms, Section 20, Terms of Payment. The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT).

8.3. Payment Terms
Payment terms are Net 45 days.

9. Liquidated Damages
Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of $2,500 and an additional $100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

10.0. Performance Bonds
The Contractor shall provide performance bonds for each individual project that exceeds $50,000. Creation and acceptance of performance bonds will be subject to review and approval from the MDOT Construction Section.

STATE OF MICHIGAN

Contract 200000000846

SCHEDULE B
PRICING

All unit prices are not to exceed pricing. Contractor must allow for lower pricing to be available for similar product and service purchases.

North Region	Quantity	Unit	Fiberglass Reinforced (1.5M psi) Equivalent Thickness	Unit Price
Section A: Cured-in-place Pipe (CIPP) Lining (Prices based on 80' minimum length)				
6-inch diameter x 4.5-mm thickness	1	Linear Foot	3.500	$39.63
8-inch diameter x 6.0-mm thickness	1	Linear Foot	3.500	$42.00
10-inch diameter x 6.0-mm thickness	1	Linear Foot	3.500	$38.16
12-inch diameter x 6.0-mm thickness	1	Linear Foot	3.500	$56.27
15-inch diameter x 7.5-mm thickness	1	Linear Foot	3.500	$64.58
18-inch diameter x 9.0-mm thickness	1	Linear Foot	3.500	$79.75
21-inch diameter x 9.0-mm thickness	1	Linear Foot	3.500	$106.66
24-inch diameter x 10.5-mm thickness	1	Linear Foot	4.375	$127.73
27-inch diameter x 10.5-mm thickness	1	Linear Foot	4.375	$151.67
30-inch diameter x 12.0-mm thickness	1	Linear Foot	5.250	$178.09
33-inch diameter x 12.0-mm thickness	1	Linear Foot	5.250	$199.61
36-inch diameter x 12.0-mm thickness	1	Linear Foot	6.125	$238.75
42-inch diameter x 13.5-mm thickness	1	Linear Foot	7.000	$278.87
48-inch diameter x 15.0-mm thickness	1	Linear Foot	7.875	$401.19
54-inch diameter x 18.0-mm thickness	1	Linear Foot	8.750	$528.39
6-inch thru 8-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	$1.96
10-inch thru 12-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	$3.91
15-inch thru 18-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	$11.74
21-inch thru 24-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	$18.59
27-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	$26.42
30-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	$28.38
33-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	$32.29
36-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	$34.25
42-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	$39.14
48-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	$53.82
54-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	$58.71

North Region	Quantity	Unit	Fiberglass Reinforced (1.5M psi) Equivalent Thickness	Unit Price
6-inch thru 10-inch diameter Backyard Easement Setup Per Install Length	1	Linear Foot		$7.83
12-inch thru 18-inch diameter Backyard Easement Setup Per Install Length	1	Linear Foot		$11.74
Timber Matting for Setup	1	Square Yard		$34.25
Internal Reconnection of service connection by robotic cutter	1	Each		$229.95
Sealing of service connection with chemical grouting after internal reconnection (minimum quantity of 15 to be completed per mobilization)	1	Each		$415.86
Section B: CIPP Lateral Renewal Systems (Prices based on 10' minimum length)				
4-inch to 6-inch Internal installation and cure of top hat shaped structure up to 5' from main <15"diameter - No cleanout required	1	Each		$6,500.00
4-inch to 6-inch Internal installation and cure of top hat shaped structure up to 20' from main <15"diameter - Cleanout required	1	Each		$7,500.00
4-inch to 6-inch Installation and cure of structural lateral liner from main beyond 20' from main <15" diameter - Cleanout Required	1	Linear Foot		$95.00
4-inch to 6-inch Installation and cure of structural lateral liner from surface clean out to main	1	Linear Foot		$95.00
4-inch to 6-inch Set-up charge per line section for installations of <20 total laterals per project	1	Each		$2,750.00
4-inch to 6-inch installation of a surface cleanout or access pit	1	Each		$4,000.00
Section C: CIPP Point Repairs (Prices based on 4' minimum length)				
6-inch diameter x 4.5-mm thickness	1	Linear Foot		$997.50
8-inch diameter x 6.0-mm thickness	1	Linear Foot		$1,122.19
10-inch diameter x 6.0-mm thickness	1	Linear Foot		$1,193.44
12-inch diameter x 6.0-mm thickness	1	Linear Foot		$1,211.25
15-inch diameter x 7.5-mm thickness	1	Linear Foot		$1,407.19
18-inch diameter x 9.0-mm thickness	1	Linear Foot		$1,603.13
21-inch diameter x 9.0-mm thickness	1	Linear Foot		$1,674.38
24-inch diameter x 10.5-mm thickness	1	Linear Foot		$1,745.63
27-inch diameter x 10.5-mm thickness	1	Linear Foot		$1,799.06
30-inch diameter x 12.0-mm thickness	1	Linear Foot		$1,941.56
33-inch diameter x 12.0-mm thickness	1	Linear Foot		$2,137.50
36-inch diameter x 12.0-mm thickness	1	Linear Foot		$2,244.38
42-inch diameter x 13.5-mm thickness	1	Linear Foot		$2,297.81
48-inch diameter x 15.0-mm thickness	1	Linear Foot		$2,565.00
54-inch diameter x 18.0-mm thickness	1	Linear Foot		$2,885.63

North Region	Quantity	Unit	Fiberglass Reinforced (1.5M psi) Equivalent Thickness	Unit Price
6-inch thru 8-inch diameter additional 1.5 mm thickness	1	Linear Foot		$570.00
10-inch thru 12-inch diameter additional 1.5 mm thickness	1	Linear Foot		$855.00
15-inch thru 18-inch diameter additional 1.5 mm thickness	1	Linear Foot		$855.00
21-inch thru 24-inch diameter additional 1.5 mm thickness	1	Linear Foot		$855.00
27-inch diameter additional 1.5 mm thickness	1	Linear Foot		$855.00
30-inch diameter additional 1.5 mm thickness	1	Linear Foot		$855.00
33-inch diameter additional 1.5 mm thickness	1	Linear Foot		$855.00
36-inch diameter additional 1.5 mm thickness	1	Linear Foot		$855.00
42-inch diameter additional 1.5 mm thickness	1	Linear Foot		$855.00
48-inch diameter additional 1.5 mm thickness	1	Linear Foot		$855.00
54-inch diameter additional 1.5 mm thickness	1	Linear Foot		$855.00
Section D: Polyethylene (PE) Slip Lining (Prices based on 80' minimum length)				
				Not Applicable – Subcontracted if needed
Section E: Pipe Bursting (with High-Density Polyethylene (HDPE) or Polyvinyl Chloride (PVC)) (Prices based on 80' minimum length)				
				Not Applicable – Subcontracted if needed
Section F: Manhole Connections				
6-inch diameter	1	Each		$141.88
8-inch diameter	1	Each		$185.92
10-inch diameter	1	Each		$239.73
12-inch diameter	1	Each		$288.66
14-inch diameter	1	Each		$342.48
16-inch diameter	1	Each		$391.40
18-inch diameter	1	Each		$435.43
20-inch diameter	1	Each		$489.25
Section G: Manhole Rehabilitation				
All sizes installation of manhole chimney seals	1	Each		$636.03
Grouting of heavy infiltration to facilitate manhole rehab	1	Each		$1,467.75
Manhole rehabilitation - cementitious	1	Square Foot		$25.00
Manhole rehabilitation - epoxy	1	Square Foot		$28.00
Manhole rehabilitation - polyurethane	1	Square Foot		N/A Subcontracted
Section H: Cleaning and Closed-Circuit Television (CCTV) Pipe Inspection (Prices based on 80' minimum length)				
6-inch thru 12-inch diameter Clean & CCTV	1	Linear Foot		$5.39
15-inch thru 21-inch diameter Clean & CCTV	1	Linear Foot		$10.76
24-inch thru 33-inch diameter Clean & CCTV	1	Linear Foot		$19.09

North Region	Quantity	Unit	Fiberglass Reinforced (1.5M psi) Equivalent Thickness	Unit Price
36-inch thru 42-inch diameter Clean & CCTV	1	Linear Foot		$29.36
48-inch thru 54-inch diameter Clean & CCTV	1	Linear Foot		$48.93
6-inch thru 15-inch diameter Post & CCTV Inspection after Rehabilitation	1	Linear Foot		$2.45
18-inch thru 27-inch diameter Post & CCTV Inspection after Rehabilitation	1	Linear Foot		$3.91
30-inch or Larger diameter Post & CCTV Inspection after Rehabilitation	1	Linear Foot		$5.39
Re-setup for clean & CCTV Inspection due to Point Repairs	1	Each		$146.78
Root Removal	1	Linear Foot		$2.94
Grease Removal	1	Linear Foot		$2.94
Heavy Cleaning (more than three passes)	1	Hour		$195.00
Other Remote Obstruction Removal (max 10 linear foot)	1	Each		$1,320.98
Above Ground Physical Inspection	1	Linear Foot		$3.91
Section I: Bypass for Culverts and Associated Items				
Set Up 4-inch diameter Pump (Per Pump)	1	Each		$440.33
Set Up 6-inch diameter Pump (Per Pump)	1	Each		$1,027.43
Set Up 8-inch diameter Pump (Per Pump)	1	Each		$1,467.75
Set Up 12-inch diameter Pump (Per Pump)	1	Each		$2,593.03
Set Up 4-inch diameter Piping	1	Linear Foot		$36.70
Set Up 6-inch diameter Piping	1	Linear Foot		$45.51
Set Up 8-inch diameter Piping	1	Linear Foot		$78.28
Set Up 12-inch diameter Piping	1	Linear Foot		$107.64
Set Up 18-inch diameter Piping	1	Linear Foot		$132.10
Operate 4-inch diameter Pumping System	1	Day		$91.98
Operate 6-inch diameter Pumping System	1	Day		$694.74
Operate 8-inch diameter Pumping System	1	Day		$1,110.60
Operate 12-inch diameter Pumping System	1	Day		$1,785.76
Bypass - Driveway Ramp (Setup, Operate, Maintain)	1	Each		$450.11
Bypass - Street Ramp (Setup, Operate, Maintain)	1	Each		$450.11
Bypass - Street Trenching for 8-inch diameter Pipe (Setup, Operate, Maintain)	1	Linear Foot		$66.05
Bypass - Street Trenching for 12-inch diameter Pipe (Setup, Operate, Maintain)	1	Linear Foot		$88.07
Bypass - Street Trenching for 18-inch diameter Pipe (Setup, Operate, Maintain)	1	Linear Foot		$110.09
Bypass Plan (3rd Party Certified)	1	Each		$2,103.78

North Region	Quantity	Unit	Fiberglass Reinforced (1.5M psi) Equivalent Thickness	Unit Price
Section J: Pipe Fusing/Joining				
				Not Applicable – Subcontracted if needed
Section K: Additional Items (As needed per project)				
a) Mobilization/Erosion Control				
Mobilization	1	Each		$5,750.00
Erosion Control	1	Linear Foot		$2.61
b) Excavation/Backfill				
0 to 4 feet deep	1	Cubic Foot		$1.47
4 to 6 feet deep	1	Cubic Foot		$2.45
6 to 10 feet deep	1	Cubic Foot		$3.91
c) Trench Shoring				
4 to 6 feet deep	1	Trench/week		$169.53
6 to 10 feet deep	1	Trench/week		$198.08
d) Surface Restoration				
Sod	1	Square Foot		$1.99
4-inch concrete	1	Square Foot		$7.55
6-inch concrete	1	Square Foot		$9.59
2-inch asphalt	1	Square Foot		$4.86
3-inch asphalt	1	Square Foot		$6.46
Curb	1	Linear Foot		$52.43
e) Materials				
Excavation and Culvert Bedding	1	Ton		$34.00
Rip Rap	1	Ton		$38.16
Sand	1	Ton		$23.98
Gravel	1	Ton		$28.38
f) Maintenance of Traffic				
Signage	1	Each Month		$2,375.00
Flagmen	1	Hour		$38.00
Attenuator Vehicle	1	Each Day		$380.00
Arrow Board	1	Each Day		$190.00
Traffic Lane Shift	1	Each		$15,675.00
Traffic Control Plan (certified)	1	Each		$902.50
g) Miscellaneous				
Tree Removal	1	Each		$807.50
Permit Fees	1	Each		$2,850.00
Water Charges	1	Each		N/A for process

North Region	Quantity	Unit	Fiberglass Reinforced (1.5M psi) Equivalent Thickness	Unit Price
Disposal Fees	1	Each		N/A for process
Note: Additional Items may apply to each section of the Contract				
Section L: Professional Services, Civil Engineering, and Land Surveying				
Firm Principal	1	Hour		$237.50
Senior Project Manager	1	Hour		$166.25
Project Manager	1	Hour		$118.75
Coordinator	1	Hour		$114.00
Project surveyor	1	Hour		$109.25
Project engineer	1	Hour		$109.25
Engineering Technician	1	Hour		$90.25
Two-person field survey crew	1	Hour		$166.25
One-person field survey crew	1	Hour		$99.75
Administrative services	1	Hour		$66.50

Superior Region	Quantity	Unit	Fiberglass Reinforced (1.5M psi) Equivalent Thickness	Unit Price
Section A: Cured-in-place Pipe (CIPP) Lining (Prices based on 80' minimum length)				
6-inch diameter x 4.5-mm thickness	1	Linear Foot	3.500	$39.63
8-inch diameter x 6.0-mm thickness	1	Linear Foot	3.500	$39.00
10-inch diameter x 6.0-mm thickness	1	Linear Foot	3.500	$38.16
12-inch diameter x 6.0-mm thickness	1	Linear Foot	3.500	$56.27
15-inch diameter x 7.5-mm thickness	1	Linear Foot	3.500	$64.58
18-inch diameter x 9.0-mm thickness	1	Linear Foot	3.500	$79.75
21-inch diameter x 9.0-mm thickness	1	Linear Foot	3.500	$106.66
24-inch diameter x 10.5-mm thickness	1	Linear Foot	4.375	$127.73
27-inch diameter x 10.5-mm thickness	1	Linear Foot	4.375	$151.67
30-inch diameter x 12.0-mm thickness	1	Linear Foot	5.250	$178.09
33-inch diameter x 12.0-mm thickness	1	Linear Foot	5.250	$199.61
36-inch diameter x 12.0-mm thickness	1	Linear Foot	6.125	$238.75
42-inch diameter x 13.5-mm thickness	1	Linear Foot	7.000	$278.87
48-inch diameter x 15.0-mm thickness	1	Linear Foot	7.875	$401.19
54-inch diameter x 18.0-mm thickness	1	Linear Foot	8.750	$528.39
6-inch thru 8-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	$1.96
10-inch thru 12-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	$3.91
15-inch thru 18-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	$11.74
21-inch thru 24-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	$18.59
27-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	$26.42
30-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	$28.38
33-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	$32.29
36-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	$34.25
42-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	$39.14
48-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	$53.82
54-inch diameter additional 1.5 mm thickness	1	Linear Foot	0.875	$58.71
6-inch thru 10-inch diameter Backyard Easement Setup Per Install Length	1	Linear Foot		$7.83
12-inch thru 18-inch diameter Backyard Easement Setup Per Install Length	1	Linear Foot		$11.74
Timber Matting for Setup	1	Square Yard		$34.25
Internal Reconnection of service connection by robotic cutter	1	Each		$229.95
Sealing of service connection with chemical grouting after internal reconnection (minimum quantity of 15 to be completed per mobilization)	1	Each		$415.86

Superior Region	Quantity	Unit	Fiberglass Reinforced (1.5M psi) Equivalent Thickness	Unit Price
Section B: CIPP Lateral Renewal Systems (Prices based on 10' minimum length)				
4-inch to 6-inch Internal installation and cure of top hat shaped structure up to 5' from main <15"diameter - No cleanout required	1	Each		$6,500.00
4-inch to 6-inch Internal installation and cure of top hat shaped structure up to 20' from main <15"diameter - Cleanout required	1	Each		$7,500.00
4-inch to 6-inch Installation and cure of structural lateral liner from main beyond 20' from main <15" diameter - Cleanout Required	1	Linear Foot		$95.00
4-inch to 6-inch Installation and cure of structural lateral liner from surface clean out to main	1	Linear Foot		$95.00
4-inch to 6-inch Set-up charge per line section for installations of <20 total laterals per project	1	Each		$2,750.00
4-inch to 6-inch installation of a surface cleanout or access pit	1	Each		$4,000.00
Section C: CIPP Point Repairs (Prices based on 4' minimum length)				
6-inch diameter x 4.5-mm thickness	1	Linear Foot		$997.50
8-inch diameter x 6.0-mm thickness	1	Linear Foot		$1,122.19
10-inch diameter x 6.0-mm thickness	1	Linear Foot		$1,193.44
12-inch diameter x 6.0-mm thickness	1	Linear Foot		$1,211.25
15-inch diameter x 7.5-mm thickness	1	Linear Foot		$1,407.19
18-inch diameter x 9.0-mm thickness	1	Linear Foot		$1,603.13
21-inch diameter x 9.0-mm thickness	1	Linear Foot		$1,674.38
24-inch diameter x 10.5-mm thickness	1	Linear Foot		$1,745.63
27-inch diameter x 10.5-mm thickness	1	Linear Foot		$1,799.06
30-inch diameter x 12.0-mm thickness	1	Linear Foot		$1,941.56
33-inch diameter x 12.0-mm thickness	1	Linear Foot		$2,137.50
36-inch diameter x 12.0-mm thickness	1	Linear Foot		$2,244.38
42-inch diameter x 13.5-mm thickness	1	Linear Foot		$2,297.81
48-inch diameter x 15.0-mm thickness	1	Linear Foot		$2,565.00
54-inch diameter x 18.0-mm thickness	1	Linear Foot		$2,885.63
6-inch thru 8-inch diameter additional 1.5 mm thickness	1	Linear Foot		$570.00
10-inch thru 12-inch diameter additional 1.5 mm thickness	1	Linear Foot		$855.00
15-inch thru 18-inch diameter additional 1.5 mm thickness	1	Linear Foot		$855.00
21-inch thru 24-inch diameter additional 1.5 mm thickness	1	Linear Foot		$855.00
27-inch diameter additional 1.5 mm thickness	1	Linear Foot		$855.00
30-inch diameter additional 1.5 mm thickness	1	Linear Foot		$855.00
33-inch diameter additional 1.5 mm thickness	1	Linear Foot		$855.00
36-inch diameter additional 1.5 mm thickness	1	Linear Foot		$855.00

Superior Region	Quantity	Unit	Fiberglass Reinforced (1.5M psi) Equivalent Thickness	Unit Price
42-inch diameter additional 1.5 mm thickness	1	Linear Foot		$855.00
48-inch diameter additional 1.5 mm thickness	1	Linear Foot		$855.00
54-inch diameter additional 1.5 mm thickness	1	Linear Foot		$855.00
Section D: Polyethylene (PE) Slip Lining (Prices based on 80' minimum length)				
Not Applicable – Subcontracted if needed				
Section E: Pipe Bursting (with High-Density Polyethylene (HDPE) or Polyvinyl Chloride (PVC)) (Prices based on 80' minimum length)				
Not Applicable – Subcontracted if needed				
Section F: Manhole Connections				
6-inch diameter	1	Each		$141.88
8-inch diameter	1	Each		$185.92
10-inch diameter	1	Each		$239.73
12-inch diameter	1	Each		$288.66
14-inch diameter	1	Each		$342.48
16-inch diameter	1	Each		$391.40
18-inch diameter	1	Each		$435.43
20-inch diameter	1	Each		$489.25
Section G: Manhole Rehabilitation				
All sizes installation of manhole chimney seals	1	Each		$636.03
Grouting of heavy infiltration to facilitate manhole rehab	1	Each		$1,467.75
Manhole rehabilitation - cementitious	1	Square Foot		$25.00
Manhole rehabilitation - epoxy	1	Square Foot		$28.00
Manhole rehabilitation - polyurethane	1	Square Foot		N/A Subcontracted
Section H: Cleaning and Closed-Circuit Television (CCTV) Pipe Inspection (Prices based on 80' minimum length)				
6-inch thru 12-inch diameter Clean & CCTV	1	Linear Foot		$5.39
15-inch thru 21-inch diameter Clean & CCTV	1	Linear Foot		$10.76
24-inch thru 33-inch diameter Clean & CCTV	1	Linear Foot		$19.09
36-inch thru 42-inch diameter Clean & CCTV	1	Linear Foot		$29.36
48-inch thru 54-inch diameter Clean & CCTV	1	Linear Foot		$48.93
6-inch thru 15-inch diameter Post & CCTV Inspection after Rehabilitation	1	Linear Foot		$2.45
18-inch thru 27-inch diameter Post & CCTV Inspection after Rehabilitation	1	Linear Foot		$3.91
30-inch or Larger diameter Post & CCTV Inspection after Rehabilitation	1	Linear Foot		$5.39
Re-setup for clean & CCTV Inspection due to Point Repairs	1	Each		$146.78
Root Removal	1	Linear Foot		$2.94
Grease Removal	1	Linear Foot		$2.94

Superior Region	Quantity	Unit	Fiberglass Reinforced (1.5M psi) Equivalent Thickness	Unit Price
Heavy Cleaning (more than three passes)	1	Hour		$195.00
Other Remote Obstruction Removal (max 10 linear foot)	1	Each		$1,320.98
Above Ground Physical Inspection	1	Linear Foot		$3.91
Section I: Bypass for Culverts and Associated Items				
Set Up 4-inch diameter Pump (Per Pump)	1	Each		$440.33
Set Up 6-inch diameter Pump (Per Pump)	1	Each		$1,027.43
Set Up 8-inch diameter Pump (Per Pump)	1	Each		$1,467.75
Set Up 12-inch diameter Pump (Per Pump)	1	Each		$2,593.03
Set Up 4-inch diameter Piping	1	Linear Foot		$36.70
Set Up 6-inch diameter Piping	1	Linear Foot		$45.51
Set Up 8-inch diameter Piping	1	Linear Foot		$78.28
Set Up 12-inch diameter Piping	1	Linear Foot		$107.64
Set Up 18-inch diameter Piping	1	Linear Foot		$132.10
Operate 4-inch diameter Pumping System	1	Day		$91.98
Operate 6-inch diameter Pumping System	1	Day		$694.74
Operate 8-inch diameter Pumping System	1	Day		$1,110.60
Operate 12-inch diameter Pumping System	1	Day		$1,785.76
Bypass - Driveway Ramp (Setup, Operate, Maintain)	1	Each		$450.11
Bypass - Street Ramp (Setup, Operate, Maintain)	1	Each		$450.11
Bypass - Street Trenching for 8-inch diameter Pipe (Setup, Operate, Maintain)	1	Linear Foot		$66.05
Bypass - Street Trenching for 12-inch diameter Pipe (Setup, Operate, Maintain)	1	Linear Foot		$88.07
Bypass - Street Trenching for 18-inch diameter Pipe (Setup, Operate, Maintain)	1	Linear Foot		$110.09
Bypass Plan (3rd Party Certified)	1	Each		$2,103.78
Section J: Pipe Fusing/Joining				
				Not Applicable – Subcontracted if needed
Section K: Additional Items (As needed per project)				
a) Mobilization/Erosion Control				
Mobilization	1	Each		$4,750.00
Erosion Control	1	Linear Foot		$2.61
b) Excavation/Backfill				
0 to 4 feet deep	1	Cubic Foot		$1.47
4 to 6 feet deep	1	Cubic Foot		$2.45
6 to 10 feet deep	1	Cubic Foot		$3.91
c) Trench Shoring				
4 to 6 feet deep	1	Trench/week		$169.53
6 to 10 feet deep	1	Trench/week		$198.08
d) Surface Restoration				

Superior Region	Quantity	Unit	Fiberglass Reinforced (1.5M psi) Equivalent Thickness	Unit Price
Sod	1	Square Foot		$1.99
4-inch concrete	1	Square Foot		$7.55
6-inch concrete	1	Square Foot		$9.59
2-inch asphalt	1	Square Foot		$4.86
3-inch asphalt	1	Square Foot		$6.46
Curb	1	Linear Foot		$52.43
e) Materials				
Excavation and Culvert Bedding	1	Ton		$34.00
Rip Rap	1	Ton		$38.16
Sand	1	Ton		$23.98
Gravel	1	Ton		$28.38
f) Maintenance of Traffic				
Signage	1	Each Month		$2,375.00
Flagmen	1	Hour		$38.00
Attenuator Vehicle	1	Each Day		$380.00
Arrow Board	1	Each Day		$190.00
Traffic Lane Shift	1	Each		$15,675.00
Traffic Control Plan (certified)	1	Each		$902.50
g) Miscellaneous				
Tree Removal	1	Each		$807.50
Permit Fees	1	Each		$2,850.00
Water Charges	1	Each		N/A for process
Disposal Fees	1	Each		N/A for process
Note: Additional Items may apply to each section of the Contract				
Section L: Professional Services, Civil Engineering, and Land Surveying				
Firm Principal	1	Hour		$237.50
Senior Project Manager	1	Hour		$166.25
Project Manager	1	Hour		$118.75
Coordinator	1	Hour		$114.00
Project surveyor	1	Hour		$109.25
Project engineer	1	Hour		$109.25
Engineering Technician	1	Hour		$90.25
Two-person field survey crew	1	Hour		$166.25
One-person field survey crew	1	Hour		$99.75
Administrative services	1	Hour		$66.50

STATE OF MICHIGAN

SCHEDULE C
ArcGIS Online (AGOL)

Background
GIS is a visualization of data in a map. ArcGIS Online (owned by the company ESRI) can be accessed on desktop computers via Google Chrome or Firefox, or on connected devices like smart phones and tablet through free applications.

ArcGIS Online is commonly abbreviated as AGOL or AGO.

AGOL automatically includes coordinate information when data is entered in the GIS map. AGOL maps that can be accessed by smart devices are called Web Maps.

MDOT will assume all responsibility for developing, deploying, and maintaining AGOL with applicable app.

Use of AGOL may be required for providing location, tracking contract activity, assigning Work Orders, and updating attribute information.

Installation, Set-Up
Installation and Set-up is zero dollars.

The Contractor may incur applicable data charges for usage.

AGOL is available on stated devices, through the Internet via Google Chrome or Firefox. (The Contractor should not use Internet Explorer or Edge to access AGOL.)

AGOL can be used on existing computer or smart device currently assigned to Contractor's staff/personnel.

If the Contractor already has an AGOL account, these same credentials may be associated with the Web Map and other developed applications for this contract.

MDOT will provide log on credentials to the Contractor for access to AGOL data and map, for interfacing with the Collector Maps and for downloading data to aid in easier payment processing.

Training
MDOT will provide training to the Contractor for AGOL for both Desktop/Laptop and smart devices.

The Contractor may request individualized training from MDOT on downloading and uploading local caches of the Collector Map while connected to Wi-Fi.

Device Requirements
The Contractor is required to have mobile devices with cellular connections, which must have both location services and photos enabled.

Devices must be able to access the latest version of Esri products.

MDOT will not provide computers or smart devices for the Contractor's use

TUNNEL VISION
PIPELINE SERVICES
CALL: 906-786-0460 www.uprubber.com

May 8, 2024

To: City of Marquette, 2024 Lining

Please consider the following quotation for the above referenced job:

MF	1	$ 4,750	**$ 4,750**
15 CIPP	370	$ 64.58	**$ 23,895**
8 CIPP	2251	$ 39.00	**$ 87,789**
15 Clean and TV	370	$ 10.76	**$ 3,981**
8 Clean and TV	2519	$ 5.39	**$ 13,577**
Taps	46	$ 1,320.98	**$ 60,765**
			$ 194,757

NOTE: Quote assumes that all permitting for access has been granted and are fully accessible for personnel and equipment. It is also assumed any necessary excessive sewer bypass resources, fresh water source, significant traffic control, and waste disposal will be provided by prime or passed through at cost plus 20%. Tunnel Vision will not be responsible for any external pipe repair work required following the performance of pre-liner inspections. Remote trenchless obstruction or offset removal necessary to install liner will be provided at $275/hour with 3 HR minimum.

UV CIPP Sewermain Lining Pricing includes:

1. Curing verification log and video which includes curing temperature measurements at each foot throughout the length of the liner.
2. No cure water or steam condensate risk/removal necessary as curing is fully dry.

Thank you for the opportunity to quote this job.

Regards, **Gabriel Kloet**

President

Tunnel Vision Pipeline Services

The above prices do not include any applicable federal, state or local sales and/or use tax. Taxes for the above items will be billed to the purchaser.

Terms: Net 30 Days

F.O.B. Jobsite

THIS QUOTATION GOOD FOR 30 DAYS

Quotation Terms and Conditions

RETURNS: Tunnel Vision Pipeline Services (TVPS) may but is not obligated to refund the cost of products and services wrongfully rejected by BUYER less all actual expenses and labor costs incurred prior to receipt of notice of repudiation or rejection, All other sellers' rights and remedies provided by law or contract are reserved.

NO WARRANTY AS TO ACCURACY OF QUANTITIES: In most cases, this quote is being issued based upon specifications, estimates of quantity and/or engineering done by others than Tunnel Vision Pipeline Services. TVPS is relying on their accuracy in preparing this quote. It is the contractor's responsibility to review all plans, specifications and engineering to be sure that the pipe dimensions are accurate. This quotation is based on reasonable expectations concerning reasonably accessible manholes, catch basins, pipes in manholes or catch basins, and no excess debris in the pipe, unless TVPS has been specifically contracted to remove that debris. In the event of alterations or poor practices which actually impede TVPS access, and cause TVPS to incur additional labor or material charges, TVPS shall be entitled to an extra, in an amount equal to such additional labor or material charges.

FORCE MAJEURE: The prices quoted or accepted are subject to the limitation that Tunnel Vision Pipeline Services' obligations are excused to the extent of circumstances beyond its control. Such circumstances would include, without limitation, strikes, national emergencies, natural disasters, governmentally imposed restrictions, rationing or outright bans, or any other circumstances beyond TVPS's control which would make TVPS's performance materially more burdensome, expensive, difficult or impossible. Under such circumstances, BUYER would be responsible to pay the actual labor and material charges incurred by TVPS for any such mobilizations reasonably incurred prior to notice of invocation of Force Majeure under this paragraph.

TIME SENSITIVE PRICING: When Tunnel Vision Pipeline Services submits fixed price bids for products and services, its quotes will have specific deadlines which must be met in order to insure that the prices remain fixed. Unless expressly otherwise agreed in writing, in the event such deadlines are not met, any cost increases incurred by TVPS will be added to the cost of the materials, services or mobilization, and the BUYER agrees to pay such additional costs.

LATE PAYMENT: BUYER must pay in full the amount of each statement within the terms stated after receiving TVPS's statement. If Buyer pays later than thirty days after the statement date, unless an agreement to alter the payment date has been made between BUYER and TVPS, the Buyer must pay a time-price differential calculated at the rate of 1.5 percent per month of the balance from the due date until paid.

EXCLUSION OF WARRANTIES REGARDING GOODS MANUFACTURED BY OTHERS: Tunnel Vision Pipeline Services also distributes goods manufactured by others. With respect to such goods, TVPS agrees to assign all right, title and interest in warranties, if any that may be extended by the manufacturer or distributor of such products to TVPS. If such manufacturer or distributor extends warranties directly to the ultimate purchaser, then TVPS does not extend any warranty or transfer any warranty relative to such goods. Any assignment of a manufacturer's warranty is subject to any terms including exclusions, limitations or conditions contained in such other manufacturer's warranties, including any exclusions of warranties of merchantability or fitness for a particular use. TVPS SHALL BE DEEMED TO HAVE EXTENDED NO EXPRESS WARRANTIES RELATIVE TO GOODS MANUFACTURED BY OTHERS, AND TVPS DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE RELATIVE TO GOODS MANUFACTURED BY OTHERS. Under no circumstances shall TVPS's liability exceed the purchase price of the goods manufactured by others. If circumstances are found to have caused TVPS's disclaimers of warranties relative to goods manufactured by others to be partially or totally invalid, TVPS's liability shall not exceed the purchase price of such goods manufactured by others.

LIMITATIONS ON LIABILITY AND DAMAGES: TVPS's liability for breach of express or implied warranties is limited to repair or replacement of any defective goods or services at TVPS's sole option. Under no circumstances shall TVPS's liability include incidental or consequential damages of any kind, including, but not limited to, damages arising out of delay, repair or replacement expenses, lost profits, or any other incidental or consequential damages. If, and only if, circumstances are found to have caused TVPS's exclusive warrant to have failed of its essential purpose, then, and only then, TVPS's liability for damages shall not exceed the purchase price of the goods and/or services. Under no circumstances shall TVPS's liability exceed the purchase price of any defective goods or services. **THIS REPAIR/REPLACEMENT WARRANTY IS THE EXCLUSIVE WARRANTY BY TVPS AS TO GOODS AND SERVICES PROVIDED HEREUNDER, AND IS IN LIEU OF ALL OTHER WARRANTYS, EXPRESS OR IMPLIED, INCLUDING WARRANTYS OF MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR USE**.

An inherent and unavoidable risk of sewer cleaning is that some sewage may be expelled from the pipeline and any household plumbing fixtures during the process. TVPS will make reasonable attempts to minimize the damage but cannot warrant that sewage will not be expelled or cause damage in a residence(s) during the process of cleaning.

ACCEPTANCE: By accepting this Quotation, BUYER agrees to the terms and conditions herein which shall prevail over any inconsistent provisions in any form or other paper submitted to BUYER. The terms of this Quotation shall constitute the entire agreement between the parties unless modified in writing by Tunnel Vision Pipeline Services. Any additional terms or conditions contained in any acknowledgement of this order by BUYER shall be deemed objected to by TVPS without need of further notice of objection, and shall be of no effect, nor under any circumstances binding upon TVPS unless accepted by TVPS in writing. Acceptance of this order must be without qualification. Products and services are pursuant to this agreement. By accepting the products and services, BUYER agrees to TVPS's terms and conditions contained in the offer. It is agreed that, in the event of a dispute, the BUYER will pay TVPS's attorney fees if TVPS is successful, in whole or in part, in any litigation filed to enforce the agreement.

This quote is not an offer to sell. If BUYER wished to reach an agreement with Tunnel Vision Pipeline Services, the latter shall have the right, even if the quote contained herein is acceptable, to accept or reject any purchase order or offer. Any purchase order or contract offer must and will be deemed to include the terms and conditions stated on this quote.

8. Force Majeure. In no event shall TVPS be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, acts of God, pandemics or actions of state or federal governments including embargoes; it being understood that TVPS shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

ENTIRE AGREEMENT: No agreement or other understanding purporting to add or modify the terms and conditions hereof shall be binding upon Tunnel Vision Pipeline Services unless agreed to by Tunnel Vision Pipeline Services in writing on or subsequent to the date of this quotation.

MQ24-301 2024 SanitarySewer CIP Pipe Lining Project Location Map

15
8
8
8
8

Legend

2024 Sewer CIP Candidates

NORTH

City of Marquette
Engineering Department
Geographic Information Systems (GIS)
5-9-24

0 0.0225 0.045 0.09 0.135 0.18 0.225 Miles

15 Inch San Sewer = 370 Feet
8 inch San Sewer = 2364 Feet

1 inch = 50 feet
City of Marquette
Engineering Department
Geographic Information Systems (GIS)
Created on 4-25-2024
Waldo Street
Waldo Street
Birch Avenue
Birch Avenue
Lincoln Avenue
Lincoln Avenue
Fair Avenue
Fair Avenue
SMH836
SMH834
SMH835
SMH837
SMH838
SMH835A
SMH838A
331ft
135ft
1220
1216
1206
1200
1120
1116
1203
1245
1447
1111
1103
1431
1446
1445
1446
1429
1444
1443
1430
1440
1425
1436
1413
1405
1408
1411
1104
1212
1210
1208
1409
1319
1305
1303
1201
Legend
Sewer Gravity Mains
2024 Sewer Gravity Mains Cured In Place Candidates

1 inch = 25 feet
City of Marquette
Engineering Department
Geographic Information Systems (GIS)
Created on 4-25-2024

600
Altamont Street
425
SMH392
SMH2061
SMH2062
SMH323
US41
US41
Altamont Street
US41
142ft
US41
SMH322
60ft
SMH321
300
700
Altamont Street
725
300

Legend

Sewer Gravity Mains

2024 Sewer Gravity Mains Cured In Place Candidates

1 inch = 25 feet
City of Marquette
Engineering Department
Geographic Information Systems (GIS)
Created on 4-25-2024

550

375

Hawley Street

Hawley Street

Hawley Street

SMH989

368ft

SMH991

SMH1025

Longyear Avenue

Alley

Fitch Avenue

2328

2326

2325

2321

2319

Legend

Sewer Gravity Mains

2024 Sewer Gravity Mains Cured In Place Candidates

1 inch = 50 feet
City of Marquette
Engineering Department
Geographic Information Systems (GIS)
Created on 4-25-2024

810
224
220
214
210
813
112
Division Street
SMH229A
63ft
SMH229
Newberry Street
148ft
SMH228
12ft
4ft
118ft
SMH2355
Newberry Street
SMH2356
217
213
205
902
901
111
903
330ft
232
228
220
218
216
212
200
905
124
120
SMH219
Blemhuber Avenue
SMH218
Blemhuber Avenue
227
225
221
213
209
205
201
123
119
115
119
115

Legend

Sewer Gravity Mains

2024 Sewer Gravity Mains Cured In Place Candidates

1 inch = 70 feet
City of Marquette
Engineering Department
Geographic Information Systems (GIS)
Created on 4-25-2024

SMH2052
US41
US41
1401
930
928
926
922
920
918
914
912
910
906
902
900
SMH425
904
SMH409A
67ft
SMH408
150ft
292ft
SMH407
271ft
Wilson Street
241ft
Wilson Street
SMH406
SMH405
405
933
929
927
923
921
919
917
915
913
911
907
903
901
814
Ward Street
SMH2051B
SMH2051A
SMH2051
SMH2298
Homestead Street
441
1040
SMH2050
1000
911
809
807
805
701
Northland Drive

Legend

Sewer Gravity Mains

2024 Sewer Gravity Mains Cured In Place Candidates

Agenda Date: 5/28/2024

Consent Agenda - Roll Call Vote
New Liquor License Application - Roll Call Vote

BACKGROUND:

The Saloon, LLC is planning to apply to the Michigan Liquor Control commission for a Resort Class C liquor license and a Special Designated Merchant (SDM) license for an establishment to be located at 2025 US 41 West.

The state requires applicants for a Resort Class C license to obtain an affirmative recommendation from the local legislative body prior to making application [MCL 436.1531(4)]. This application has been reviewed and approved by the City Police, Fire, Community Development and Finance departments.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Approve the attached resolution recommending Michigan Liquor Control Commission approval of a new Resort Class C liquor license and SDM license for The Saloon, LLC at 2025 US 41 West.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Saloon Letter
- Gov Approval Resolution

CARLIN EDWARDS BROWN PLLC

ATTORNEYS AND COUNSELORS

JOHN B. CARLIN, JR. (1939-2018)
SCOTT D. EDWARDS (RETIRED)
MICHAEL J. BROWN
STEVEN J. GROBBEL
JAMES V. BELLANCA III

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F. (248) 816-5115
WWW.CEBHLAW.COM

LANSING OFFICE
6017 WEST ST. JOE HWY., SUITE 202
LANSING, MICHIGAN 48917
P. (517) 321-4617
F. (517) 321-4642

May 13, 2024

City of Marquette
300 W. Baraga Ave.
Marquette, MI 49855

Re: City Approval for Resort Class C License for The Saloon, LLC
2025 US 41 West, Marquette, MI 49855

Dear Sirs/Madams:

The undersigned is the attorney for The Saloon, LLC, a Michigan limited liability company, who plans to open a bar and restaurant at **2025 US 41 West, Marquette, MI 49855**. We respectfully request that the City of Marquette consent to the Michigan Liquor Control Commission ("MLCC") issuing a new Class C Resort liquor license under MCL 436.1531(4) and new SDM license.

The Saloon, LLC is owned solely by Daryl Miron. Mr. Miron is an experienced restauranteur who currently owns The Saloon restaurant in Gladstone, Michigan. The Saloon is known for its community and family friendly atmosphere and great tasting food, including its well-known pizzas. Mr. Miron would like to bring The Saloon to Marquette, and believes that the citizens of Marquette will appreciate The Saloon's food and offerings, and that it will be a fine addition to the community. Offering alcoholic beverages to its customers of legal age complements The Saloon's food menu and provides those patrons with diverse options, which helps the viability and growth of the business.

As an experienced operator, Mr. Miron understands and appreciates that being licensed with a liquor license is a privilege and not a right. Mr. Miron, through his ownership of The Saloon, LLC, has already been investigated and approved by the MLCC for the Gladstone location, and has never received or been cited for a violation of any kind at that location. Mr. Miron will ensure that The Saloon in Marquette will also remain in strict compliance with all local, state, and federal laws, and will be adequately insured with appropriate liquor liability insurance, as required by the State of Michigan.

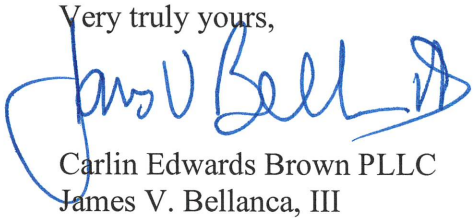
It is anticipated that the restaurant will be approximately 6,000 square feet. Mr. Miron plans to make significant improvements to this building, and looks forward to The Saloon being a proud member of the Marquette business community. It is anticipated that The Saloon will seek to employ approximately 85 people (including both part-time and full time) for its operations.

The MLCC requires that the local municipality consent to this type of Resort license, even though it is not a license that is being issued by the City. Therefore, the City's consent to the MLCC approving the issuance of a new Resort license is all that is required from the City of Marquette.

Enclosed please find the proposed Local Governmental Approval form LCC-106, which the MLCC requires that the City of Marquette complete and sign through Commission action. We respectfully request that this matter be put on the agenda for the next upcoming meeting and that you provide notice of the meeting to the applicant and to the undersigned. Mr. Miron plans to attend the meeting so that he will be available to answer any questions the City may have.

We thank you for your consideration in this matter. Should you have any questions, please feel free to contact me.

Very truly yours,



Carlin Edwards Brown PLLC
James V. Bellanca, III
Direct Dial: 248-816-5000 (ext.1)
E-Mail: jbellanca@cebhlaw.com

Enclosure

Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID: _____

Request ID: _____
(For MLCC use only)

Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ council/board
(regular or special) (township, city, village)

called to order by _____ on _____ at _____
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from _____
(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): _____
(list specific licenses requested)

to be located at: _____

and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
(township, city, village)

council/board at a _____ meeting held on _____
(regular or special) (date)

Print Name of Clerk	Signature of Clerk	Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-763-0059

LARA is an equal opportunity employer/program.Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Agenda Date: 5/28/2024

Consent Agenda - Roll Call Vote
Purchase Agreement Extension - 600 W. Spring Street

BACKGROUND:

The City issued a Request for Proposals on July 19, 2022, based upon City Commission direction to seek missing-middle housing at a higher density for the vacant City-owned parcel 0240012 located at 600 W. Spring Street.

The City received one proposal from Marquette County Habitat for Humanity (Habitat) in response to the RFP. The proposal was subsequently amended following in-depth conversation about developing the site. The final proposal was for eight single family homes for households between 30% and 60% of the poverty threshold in Marquette County that meet the Marquette County Habitat for Humanity requirements.

The City Commission approved a resolution of intent to sell this property at their December 12, 2022 regular meeting. Following this meeting, the City Manager opened negotiations with Habitat and approved a right of entry permit to allow access to the property to conduct an environmental review. Upon completion of this review with minimal findings, and an appraisal, the City Manager has negotiated a purchase price of $123,200, 80% of the appraised value.

Following approval of the sale, Habitat started their due diligence in seeking the appropriate zoning approvals for their intended development. Due to the complexity of their proposal, they requested and were granted a 60-day extension to the purchase agreement. A further 60-day extension has now been requested in order to finalize the closing.

FISCAL EFFECT:

The City will realize $123,200 in revenue from the sale of the property.

RECOMMENDATION:

Approve the Second Addendum to the Purchase Agreement with Habitat for Humanity, and authorize the Mayor and Clerk to sign.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Second Addendum to Purchase Agreement

SECOND ADDENDUM TO PURCHASE AGREEMENT

Addendum to Purchase Agreement dated May 28, 2024 by and between the **City of Marquette, a Michigan municipal corporation (the "City") and Marquette County Habitat for Humanity, a Michigan nonprofit corporation (the "Purchaser")**, collectively referred to as the "Parties".

BACKGROUND

1. The parties previously entered into a Purchase Agreement dated November 29, 2023 (the "Purchase Agreement").
2. The Purchase Agreement provided that closing would occur within 120 days after the date of the agreement.
3. The parties now wish to extend the timeframe for closing as specifically outlined in this Addendum.

Accordingly, in consideration of the mutual promises stated in the Agreement, the parties agree as follows:

1. **Closing.** The parties agree to extend the closing date to two hundred forty (240) days from the original date of November 29, 2023.
2. **Effect of Change.** Except as specifically provided in this Addendum, the Purchase Agreement shall remain unchanged in all other respects.

To evidence the parties' agreement to the Addendum, each party has executed and delivered it on the date indicated under that party's signature.

SELLER
City of Marquette

Date:_____

_____
By: Sally Davis
Its: Mayor

Date:_____

_____
By: Kyle Whitney
Its: Clerk

APPROVED AS TO CONTENT:

_____
Karen M. Kovacs, City Manager

APPROVED AS TO FORM:

_____
Suzanne C. Larsen, City Attorney

PURCHASER
Marquette County Habitat for Humanity

Date:_____

_____
By: Megan Hornbogen
Its: President

Date:_____

_____
By: Deanna Johnson
Its: Executive Director

Agenda Date: 5/28/2024

Consent Agenda - Roll Call Vote

Resolutions for Unpaid Stormwater and Unpaid Water and Wastewater - Roll Call Vote

BACKGROUND:

Chapter 48-194 of the City Code states, "Unpaid stormwater service charges shall constitute a lien against the property affected from the date the charges were incurred. Charges which have remained unpaid for a period of three (3) months prior to April 1 of any year may, after notice to the owner, by resolution of the City Commission, be certified to the City Assessor who shall place the charges on the City Tax Roll."

Chapter 48-123 of the City Code states, "Charges for water and wastewater services shall constitute a lien against the property served, and if not paid within three (3) months after the same is due, the official in charge of the collection thereof shall, prior to April 1 and October 1, certify to the City Assessor the facts of such delinquency, whereupon the City Assessor shall enter such delinquent charges upon the next general City Tax Roll as a charge against such premises, and the lien thereof shall be enforced in the same manner as provided by law for delinquent and unpaid taxes."

FISCAL EFFECT:

$2,394.67 plus accruing interest and penalty for delinquent stormwater, and $6,102.55 plus accruing interest and penalty for delinquent water/sewer accounts.

RECOMMENDATION:

Accept the Resolutions to place unpaid stormwater, water, and wastewater utility charges on the next City Tax Roll for collection, and authorize the City Clerk to sign the Resolutions.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Resolution for Unpaid Stormwater
- Resolution for Unpaid Water and Wastewater
- Delinquent Stormwater Redacted
- Delinquent Water and Wastewater Redacted

RESOLUTION FOR UNPAID STORMWATER

WHEREAS, the City of Marquette has adopted a Stormwater Utility Ordinance, Chapter 48 of the City Code; and,

WHEREAS, each parcel in the City of Marquette is assessed a proportionate share of the cost of the utility; and,

WHEREAS, the attached list of property owners have not paid their stormwater utility charges, which were delinquent three months prior to April 1, 2024, and have been so notified.

NOW, THEREFORE, IT IS RESOLVED, that the attached list of unpaid stormwater utility charges shall be certified to the Marquette City Assessor to be placed on the next city tax roll for collection.

The foregoing resolution offered by Commissioner _____ and supported by Commissioner _____.

AYES:

NAYS:

ABSENT:

ABSTENTION:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of the resolution adopted by the City Commission of the City of Marquette, County of Marquette, Michigan, at a regular meeting held on May 28, 2024.

_____
Kyle Whitney, Clerk

RESOLUTION FOR UNPAID WATER & WASTEWATER

WHEREAS, the City of Marquette has adopted a Water and Sewage Rates Ordinance, Chapter 48 of the City Code; and,

WHEREAS, each parcel in the City of Marquette is assessed a proportionate share of the cost of the utility; and,

WHEREAS, the attached list of property owners have not paid their water and wastewater charges, which were delinquent three months prior to April 1, 2024, and have been so notified.

NOW, THEREFORE, IT IS RESOLVED, that the attached list of unpaid water and wastewater charges shall be certified to the Marquette City Assessor to be placed on the next city tax roll for collection.

The foregoing resolution offered by Commissioner _____ and supported by Commissioner _____.

AYES:

NAYS:

ABSENT:

ABSTENTION:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of the resolution adopted by the City Commission of the City of Marquette, County of Marquette, Michigan, at a regular meeting held on May 28, 2024.

_____
Kyle Whitney, Clerk

Stormwater

Parcel	Amount	Account	Incurred by	Incurred by address	Incurred by city state zip	Service address	Owner	Owner address	Owner city state zip
1400270	$ 162.89	2280204202	CALLANDER MATTHEW	[redacted]		2009 NORTH CREEK DR	CALLANDER, MATTHEW	[redacted]	
0110340	$ 106.01	4008089103	MORLEY SHELLEY			421 S THIRD ST	MAJORS RENTALS LLC		
0361000	$ 98.12	5232062301	GEUEKE JOHN			806 HIGH ST	GEUEKE, JOHN		
0271110	$ 97.24	5561054001	VENETJOKI ARI			1101 LOGAN ST	CAMILLI, MICHAEL A		
0261493	$ 76.05	6496036701	BEAUCHAMP AMY/SAMUEL			910 W RIDGE ST	BEAUCHAMP, AMY P / SAMU		
0150830	$ 546.53	680076104	DELFT LLC			130 W MAIN ST	JACKSON CUT LLC		
0561350	$ 135.05	8044109001	Charles Maki			2005 Neidhart Ave	Diane Illikainen/ Maki David		
Annual Storm Water									
0020010	$ 767.09	7402218001	Indiana Michigan Power Co			301 E Hampton St	Indiana Michigan Power Co		
0080390	$ 272.62	7561016001	Courtney Jeske			404 Newberry St	Courtney Jeske		
0090752	$ 133.07	7561023001	Josh Gorsalitz			229 Newberry St	Joshua/Heidi Gorsalitz		
Total	$ 2,394.67								

Parcel	Amount	Account	Incurred by	Incurred by address	Incurred by city state zip	Service address	Owner	Owner address	Owner city state zip
0210220	$ 101.27	612358403	WEST KATHRYN	[redacted]		121 N FIFTH ST	HEIL, CHRISTOPHER	[redacted]	
0240311	$ 288.64	4008212418	VOSSEKUIL MIRANDA			315 S SEVENTH ST	MELDRUM-EARING, PATRICIA S		
0050600	$ 156.67	202147010	THORBJORNSEN JOSHUA			1216 DIVISION ST	VICKERS, TRISHA ANN/ SMITH, JANIS L		
0120660	$ 585.29	4006110106	BULLARD ANDREA			516 FISHER ST	ALC RENTALS LLC		
0020550	$ 115.83	203064519	BAKER JOE			203 W HOGAN ALY	J.E.B. MARQUETTE PROPERTIES LLC		
0240311	$ 75.71	4008212421	MELDRUM EARING PATRICIA			315 S SEVENTH ST	MELDRUM-EARING, PATRICIA S		
0020550	$ 192.53	2030645201	SHROYER ZEE			203 W HOGAN ALY	J.E.B. MARQUETTE PROPERTIES LLC		
0520340	$ 278.21	6050066001	SCOTT DEBRA			800 LASALLE RD	SCOTT, DEBRA		
0330690	$ 932.14	5222051312	THOMAS MIKAYLA			127 E HEWITT AVE	TIZIANI PROPERTIES LLC		
0190320	$ 635.93	5614030007	VERNIER ALEX			337 W BLUFF ST	ALC RENTALS LLC		
271200	$ 103.58	6452065101	LAITURI VICKY			1308 LOGAN ST	LAITURI, VICKI L		
0110090	$ 292.93	4006026209	JAMES FACCIO			146 FISHER STREET	KEVIN THOMAS DEWITT		
0300170	$ 604.00	7234009004	GATZ TAUNEE			325 HARRISON ST	LEWIS, CHAD / HANNAH		
0300480	$ 436.94	7234014007	JONES KEATON			338 HARRISON ST	906 PREMIER PROPERTIES LLC		
0320170	$ 353.39	7236074017	FEDORCHUK VITALY			345 W PARK ST	PERRIA, KRISTINE / BUHR, CURTIS		
0450280	$ 185.54	3844009001	JARVELA JANET			610 NORWOOD ST	JARVELA, AYYLA JANET		
0480310	$ 391.61	8048132301	ROSTEN STEVE			2108 PRESQUE ISLE AVE	ROSTEN, NANCY K		
0150640	$ 141.88	629164102	SHELLEY MORLEY			110 N THIRD ST	FIVE WATER INVESTMENT GROUP LLC		
0281040	$ 160.90	7640111009	CORNOCK RENTAL PROPERTIES LLC			1207 LINCOLN AVE	CORNOCK RENTAL PROPERTIES LLC		
0440580	$ 69.56	3842117720	PORTAGE ST LLC			1725 PRESQUE ISLE AVE	PORTAGE ST LLC		
Total	$ 6,102.55								

Agenda Date: 5/28/2024

Consent Agenda - Roll Call Vote
Sale of Surplus Equipment

BACKGROUND:

City staff routinely evaluates the Motor Pool fleet for obsolete and high mileage equipment. The following light duty vehicles have been recommended for sale due to high maintenance issues and frame corrosion.

2008 Ford F150 4x4 pickup (bad frame/body)
1992 Chevy K2500 pickup (bad body)
2007 GMC Yukon 4x4 (bad body)
2014 GMC Acadia AWD (high mileage)
2015 Ford Explorer Utility (high mileage/ transaxle)
1999 Ford F250 4x2 (bad frame/body)
2005 Chevy 2500 4x4 (bad body)
2006 F150 4x2 (high mileage/bad frame)

FISCAL EFFECT:

Proceeds from the sale of these vehicles will be credited to the City's Motor Pool Fund - Sale of Fixed Assets.

RECOMMENDATION:

Declare multiple light duty vehicles as surplus, and authorize City staff to prepare the vehicles for auction.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

Agenda Date: 5/28/2024

Consent Agenda - Roll Call Vote
Water Valve Purchase

BACKGROUND:

The water system has a one off 36” valve just outside of the water filtration plant. This valve needs to be closed for a repair needed inside the plant. Due to concerns about availability in the event of failure it is best to have the replacement valve along with the parts needed to replace the valve to ensure a continued supply of water for the community. Staff received pricing from three vendors and are recommending purchasing the equipment from Crane Engineering who provided the lowest price.

FISCAL EFFECT:

This purchase was not included in the FY 2023-2024 budget and a budget amendment will be required.

RECOMMENDATION:

Approve the purchase of a 36” valve and equipment needed for installation from Crane Engineering for $47,170.00 plus shipping.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Quote

CRANE ENGINEERING

QUOTE

Headquarters
707 Ford Street, Kimberly, WI 54136
t. 920-733-4425 f. 920-733-0211

Minnesota Office
12265 Nicollet Ave., Burnsville, MN 55337
t. 952-444-1949

Number CESQ83528
Date May 17, 2024
Expires Jun 16, 2024

Sold To	Ship To	Sales Rep
Marquette Area Wwtp Mark O'Neill C/O City Hall 300 West Baraga Avenue Marquette, MI 49855 **moneill@marquettemi.gov** **Phone** 906-225-4054 **Fax**	**Marquette Area Wwtp** Mark O'Neill C/O City Hall 300 West Baraga Avenue Marquette, MI 49855 **moneill@marquettemi.gov** **Phone** 906-225-4054 **Fax**	**Field Service Lead** Craig Koch 920-716-3446 c.koch@craneengineering.net **Director of Sales** Eric Finnila 920-850-3100 e.finnila@craneengineering.net

Terms	RFQ	Ship Via	FOB	Crane Order#
Net 30		Best Way	Warehouse	

Line	Qty	Product	Lead Time	Unit Price	Ext. Price
1	1	**Val-Matic 2136/2G02A** 36" Butterfly Valve, MJ Connections, 2" Nut, CW OPEN AWWA C504 Calss 150B which is rated to 150 psi Cast Iron Body, Ductile Iron Disc, Stainless Steel Shafts and Body Seat Ring, Resilient Seats		$18,770.00	$18,770.00
2	1	**36" Class 52 DI Pipe** 36 TJ CL52 DI Pipe		$8,400.00	$8,400.00
3	6	**36" Mega Lug** EBBA 1136DEC MegaLug for DI Pipe		$2,000.00	$12,000.00
4	2	**36" Sleeve** 36 MJ L/P SLV C153 IMP		$4,000.00	$8,000.00
5	1	**Freight** Estimated		~~$2,500.00~~	~~$2,500.00~~

Total	$49,670.00

- 2,500
47,170

Does not include tax and shipping charges unless stated above.

We reserve the right to adjust quoted pricing due to the current volatility of the materials market. We will make every effort to maintain the quoted price.

https://www.craneengineering.net/en/events/tech-expo

Quotation

QUOTE DATE	QUOTE NUMBER
04/29/2024	S105649976

	PAGE NO.
ETNA SUPPLY PO BOX 772107 DETROIT, MI 48277-2107 P-616 248 9182 F-616 245 9940	1 of 1

ETNA SUPPLY - TRAVERSE CITY
1969 W. SOUTH AIRPORT RD.
TRAVERSE CITY, MI 49686-5904
231 947 1300
Fax 231 947 3555

QUOTE TO:

CITY OF MARQUETTE (METERS)
880 W BARAGA AVE
ACCTS PAYABLE ADDIE
VENDOR # 00509
MARQUETTE, MI 49855-4550

SHIP TO:

MARQUETTE CITY OF
1100 WRIGHT STREET
MARQUETTE, MI 49855-4763

CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
8576	36" butterfly valve		Dan L'Esperance

WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Zech Potgeter			05/02/2024	

ITEM #	ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
		DELIVERY DATE:		
		DELIVERY TIME:		
		CONTACT NAME:		
		CONTACT #:		
		ADD'L INSTR:		
	1ea	^361MM-1200EAALNPA 36 BUTTERFLY	18530.00	18530.00
	2ea	36 DI MJ LP SLEEVE L/ACC USA	7450.00	14900.00
	6ea	36" MEGALUG RETAINER GLAND AND	1280.00	7680.00
	4ea	36" EBAA-SEAL MJ GASKETS	112.00	448.00
	96ea	IMPORT 1X6 MJ COR-BLUE T-BOLT W NUT	18.00	1728.00
	20ft	36" DI PIPE CL52 C/L S.J. (.43	367.00	7340.00

This Quotation is expressly conditioned and controlled by Seller?sstandard terms and conditions of sale found atwww.etnasupply.com/tcsale. All other terms are expressly rejected. To the extent there is aconflict between any of the terms appearing on the face of this Quotation and ETNA's Standard Terms, the termsappearing on the face of the Quotation control. TAXES ARE NOT INCLUDED ON THIS QUOTE!

Subtotal	50626.00
S&H Charges	0.00
Amount Due	50626.00

THIS QUOTE HAS BEEN PREPARED BASED ON OUR INTERPRETATION OF THE PROJECT DOCUMENTS PROVIDED. WE RESERVE THE RIGHT TO REVIEW AND AMEND QUOTATION PRICES IN THE EVENT PROJECT DOCUMENTS PROVIDED ARE INCOMPLETE, UNCLEAR OR CONTAIN CONFLICTING INFORMATION.

Prices are firm for 2 days. Price subject to change after 2 days.

Printed By: DLESPERA on 4/30/2024 7:54:00 AM

Bid Proposal for Marquette 36" Material

CITY OF MARQUETTE
Job Location: Marquette, MI
Bid Date: 02/29/2024
Core & Main 3397501

Core & Main
2100 Little Rapids Rd
De Pere, WI 54115
Phone: 9209838510
Fax: 9209838514

Seq#	Qty	Description	Units	Price	Ext Price
10	20	36 TJ CL52 DI PIPE	FT	388.24	7,764.80
20	2	36 MJ L/P SLV C153 USA	EA	7,761.00	15,522.00
30	6	36 EBAA 1136DEC MEGALUG F/DIP W/ACC USA	EA	1,672.00	10,032.00
40	1	36" PRATT MJ BFV O/R	EA	21,471.00	21,471.00
				Sub Total	**54,789.80**
				Tax	0.00
				Total	**54,789.80**

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/TandC/

Agenda Date: 5/28/2024

New Business

Michigan Shared Streets and Spaces Grant Program Resolution - Roll Call Vote

BACKGROUND:

The Michigan Department of Transportation (MDOT) Fiscal Year 2024 budget includes a one-time appropriation of $3.5 million intended to support quick-build projects with the purpose of making communities more walkable, bikeable and transit- and micromobility-friendly. The appropriation funds the Shared Streets and Spaces Grant program, which can award grants up to $200,000. This program is being administered by MDOT with no local match requirement.

The City is submitting an application for the full $200,000 grant amount, with an additional $94,000 identified work, to fully implement and refresh the City Bike Lane and Path plan. This approved plan has been partially implemented over the years and has needed funding to refresh the work that has already been completed and to fully implement the remaining work.

The grant application is in alignment with priorities identified within the Community Master Plan.

FISCAL EFFECT:

None by this action. If the $200,000 grant request is approved, the City will utilize $65,000 from the Lundin corridor fund and $29,000 from the general fund to complete complimentary work.

RECOMMENDATION:

Approve the resolution supporting the Michigan Shared Streets and Spaces Grant Program application, and authorize the Mayor and City Clerk to sign.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Bike Routes
- Resolution

City of Marquette Bike Routes

NTN North Trails Trailhead (Tourist Park/CR550)

CR550

Forestville Dead River Basin

Dead River

Tourist Park Reservoir

Tourist Park

Kaufman Sports Complex

Hawley Street

Clark Lambros Beach Park

Presque Isle Park

Peter White Drive

Lake Superior

Lakeshore Boulevard

North Marquette Athletic Field Complex

Dead River

NTN North Trails Trailhead (Board of Light & Power)

Lincoln Avenue

Norway Avenue

Elizabeth Harden Drive

Picnic Rocks Park

McCartys Cove

Park Cemetery

NTN Fit Strip Trailhead

Seventh Street

Washington Street

Iron Ore Heritage Trail

Spring Street

Mattson Park

Proposed Bike & Pedestrian Tunnel

M553

Grove Street

Champion Street

Founders Landing

Proposed Bike & Pedestrian Bridge

Lake Superior

South Beach

M553

Lake Street

NTN South Trails M553 Trailhead

Carp River

BICYCLE FRIENDLY COMMUNITY
2019-2023
SILVER
THE LEAGUE OF AMERICAN BICYCLISTS

Bike Route Legend

- Northern Michigan University Streets
- Proposed Bike & Pedestrian Tunnel
- Proposed Bike & Pedestrian Bridge
- Proposed Multi Use Path
- Existing Shared Route
- Proposed Shared Route
- Existing Bike Lane
- Proposed Bike Lane
- On Street Bikeway (Signs Only)
- Proposed On Street Bikeway
- City Multi-Use Path
- Iron Ore Heritage Trail (IOHT)

Significant Destinations

- Trailheads
- Public Schools
- Peter White Public Library
- Parks
- Lakeview Arena

N

City of Marquette
Geographic Information Systems (GIS)
6/15/2023

0 0.25 0.5 1 Miles

City of Marquette
STATE OF MICHIGAN

RESOLUTION AUTHORIZING APPLICATION AND IMPLEMENTATION OF MICHIGAN SHARED STREETS AND SPACED GRANT

WHEREAS, the City of Marquette is an incorporated municipality of the State of Michigan and therefore an eligible applicant to apply for the one-time appropriation of Shared Streets and Spaces Grant (SSSG) funding through the Michigan Department of Transportation, and

WHEREAS, the City of Marquette strives for a more walkable, bikeable, and transit-friendly community, and is submitting an application for funding for the Marquette Bike Lane Plan Implementation and Refresh project, and

WHEREAS, the City of Marquette finds that this project uses innovation and forward-thinking project planning, design, and construction, considers equity and accessibility in the selection of the project, and meets program goals, and

WHEREAS, the City of Marquette has worked across municipal departments to gain broader agency support and coordination for ease of implementation as desired by the program goals, and

WHEREAS, the City of Marquette has presented the project in a public forum and notified the community at large about this application and exciting opportunity, and

WHEREAS, the City of Marquette authorizes Karen Kovacs, City Manager, as the representative on behalf of the city to sign a contract upon receipt of a grant funding award.

NOW, THEREFORE BE IT RESOLVED:

That the City of Marquette hereby submits to the State of Michigan an application for the Shared Streets and Spaces Grant program for the project described herein, and commits to additional funding that may be required over and beyond the grant amount, and

That the City of Marquette hereby agrees to the implementation and continued maintenance of the resulting Shared Streets and Spaces Grant project.

_____
Sally Davis
Mayor

_____
Kyle Whitney
City Clerk