








Council Chamber  
Hillsdale City Hall  
97 N. Broad Street  
Hillsdale, MI 49242

**September 3, 2013**  
7:00 p.m.  
(517)437-6441  
[www.cityofhillsdale.org](http://www.cityofhillsdale.org)

## CITY COUNCIL AGENDA

CITY OF HILLSDALE  
REGULAR MEETING

1. **Call to Order and Pledge of Allegiance**
2. **Roll Call**
3. **Approval of Agenda**
4. **Public Comments on Agenda Items**
5. **Consent Agenda**
  - A. Approval of Bills from August 15, 2013: Claims of \$172,020.51 Payroll of \$94,120.58  
Vendor Approval Summary 8/15/13   
Approval List by Fund 8/15/13 
  - B. Committee Reports (Pending Approval):
    1. Planning Commission Minutes of June 18, 2013  
Minutes 6/18/13 
    2. Planning Commission Minutes of July 16, 2013  
Minutes 7/16/13 
    3. Finance Minutes of August 19, 2013  
Minutes 8/19/13 
    4. Communications Minutes of August 28, 2013  
Minutes 8/28/13 
  - C. City Council Minutes of August 19, 2013

Council Minutes 8/19/13 

6. **Communications/Petitions**


A.

7. **Introduction and Adoption of Ordinance/Public Hearing**

A.

8. **Unfinished Business**

A. Local Streets Maintenance

CM Summary 

Project Plan 

Cost Estimate 

B. Code Enforcement


9. **Old Business**

A.

10. **New Business**


A. Tree and Stump Removal Contract

CM Summary 

Bid Summary and Contract 

B. Contract Approval Sidewalk Special Assessment

CM Summary 

Bid Summary 

Sidewalk Contract 

11. **Miscellaneous**

12. **General Public Comment**

13. **Adjournment**

INVOICE APPROVAL LIST BY FUND  
AUGUST 15, 2013

Date: 08/16/2013  
Time: 9:58am  
Page: 1

Hillsdale City Offices

Fund	Department	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
<b>Fund: GENERAL FUND</b>							
<b>Dept:</b>							
	101-000.000-082.000	DUE FROM O	BLUE CROSS & BLUE SHIELD OF MI NON UNION HEALTH INS-SEP/2013	71157	7003454/002 9/13	08/15/2013	937.75
	101-000.000-082.000	DUE FROM O	BLUE CROSS & BLUE SHIELD OF MI SEPT 2013 BCBS INSURANCE	71157	7003454/000 9/13	08/15/2013	933.92
	101-000.000-214.750	DUE TO IMP	PAYROLL ACCOUNT PAYROLL & FICA 8/15/13	390		08/15/2013	69,506.84
Total							71,378.51
<b>Dept: CITY MANAGER</b>							
	101-172.000-715.000	HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI NON UNION HEALTH INS-SEP/2013	71157	7003454/002 9/13	08/15/2013	937.75
	101-172.000-801.000	CONTRACTUA	SPRINT CELL PHONE SERVICE	71211	548517219 8/13	08/15/2013	25.70
Total CITY MANAGER							963.45
<b>Dept: ECONOMIC DEVELOPMENT</b>							
	101-174.000-801.000	CONTRACTUA	HILLSDALE POLICY GROUP, LTD. EDC DIRECTOR JULY 2013	71183		08/15/2013	3,644.07
Total ECONOMIC DEVELOPMENT							3,644.07
<b>Dept: ADMINISTRATIVE SERVICES</b>							
	101-175.000-806.000	LEGAL SERV	LOREN & SHIRK JULY 2013 LEGAL SERVICES	71191		08/15/2013	3,813.48
	101-175.000-806.000	LEGAL SERV	MIKA MEYERS BECKET & JONES PLC LEGAL SERVICES - POAM	71196	572338	08/15/2013	450.00
	101-175.000-806.000	LEGAL SERV	POTTER, PC LEGAL SERVICES-POLICE	71202	21182	08/15/2013	1,521.00
	101-175.000-806.002	LEGAL -TAX	KREIS, ENDERLE HUDGINS & MTT cases	71190	222788	08/15/2013	2,970.00
	101-175.000-806.002	LEGAL -TAX	KREIS, ENDERLE HUDGINS & MTT cases	71190	222789	08/15/2013	1,460.00
	101-175.000-806.002	LEGAL -TAX	KREIS, ENDERLE HUDGINS & MTT cases	71190	222790	08/15/2013	1,370.00
	101-175.000-806.002	LEGAL -TAX	KREIS, ENDERLE HUDGINS & MTT cases	71190	222791	08/15/2013	990.00
	101-175.000-806.002	LEGAL -TAX	KREIS, ENDERLE HUDGINS & MTT cases	71190	222787	08/15/2013	90.00
	101-175.000-806.002	LEGAL -TAX	KREIS, ENDERLE HUDGINS & MTT cases	71190	222792	08/15/2013	780.00
	101-175.000-955.101	MISC. - DO	DOMESTIC HARMONY DOMESTIC HARMONY AGREEMENT	71169		08/15/2013	5,500.00
Total ADMINISTRATIVE SERVICES							18,944.48
<b>Dept: ASSESSING DEPARTMENT</b>							
	101-209.000-715.000	HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI NON UNION HEALTH INS-SEP/2013	71157	7003454/002 9/13	08/15/2013	390.73
	101-209.000-726.000	SUPPLIES	GELZER & SON INC. TAPE/MEASURING WHEEL	71175	C62434	08/15/2013	51.48
	101-209.000-734.000	POSTAGE	CITY OF HILLSDALE PETTY CASH	71164		08/15/2013	5.80
	101-209.000-801.000	CONTRACTUA	APEX II annual maintenance	71149	280369	08/15/2013	215.00
	101-209.000-860.000	TRANSPORTA	KIMBERLY A. THOMAS MMAAO MEETING MILEAGE REIMBURS	71217		08/15/2013	117.80
	101-209.000-861.000	TRAINING &	KIMBERLY A. THOMAS MMAAO MEETING MILEAGE REIMBURS	71217		08/15/2013	15.00
Total ASSESSING DEPARTMENT							795.81
<b>Dept: CITY CLERK DEPARTMENT</b>							
	101-215.000-715.000	HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI NON UNION HEALTH INS-SEP/2013	71157	7003454/002 9/13	08/15/2013	937.75
	101-215.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS BLANK WINDOW ENVELOPES	71168	419399	08/15/2013	91.58
	101-215.000-726.000	SUPPLIES	STOCKHOUSE CORPORATION WINDOW ENVELOPES	71213	49585	08/15/2013	138.06
	101-215.000-734.000	POSTAGE	CITY OF HILLSDALE PETTY CASH	71164		08/15/2013	64.58
	101-215.000-900.000	PRINTING	MUNICIPAL CODE CORPORATION ANNUAL INTERNET SERVICE	71198	232136	08/15/2013	700.00
	101-215.000-905.000	PUBLISHING	HILLSDALE DAILY NEWS 7/15 PUBLIC HEARING ORDINANCE	71182	83818	08/15/2013	75.25

INVOICE APPROVAL LIST BY FUND  
AUGUST 15, 2013

Date: 08/16/2013  
Time: 9:58am  
Page: 2

Hillsdale City Offices

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept: CITY CLERK DEPARTMENT						
101-215.000-905.000	PUBLISHING	HILLSDALE DAILY NEWS	71182		08/15/2013	236.50
		PUBLISH BEACH ORDINANCE		83932		
101-215.000-905.000	PUBLISHING	HILLSDALE DAILY NEWS	71182		08/15/2013	198.20
		PUBLIC NOTICE-SPECIAL ASSMNT		83924		
101-215.000-905.000	PUBLISHING	HILLSDALE DAILY NEWS	71182		08/15/2013	236.50
		PUBLIC NOTICE-BEACH ORDINANCE		83819		
101-215.000-905.000	PUBLISHING	HILLSDALE DAILY NEWS	71182		08/15/2013	143.20
		PUBLIC NOTICE-SPC ASSMNT		83809		
		Total CITY CLERK DEPARTMENT				2,821.62
Dept: FINANCE DEPARTMENT						
101-219.000-715.000	HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI NON UNION HEALTH INS-SEP/2013	71157		08/15/2013	937.75
				7003454/002 9/13		
		Total FINANCE DEPARTMENT				937.75
Dept: CITY TREASURER						
101-253.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS	71168		08/15/2013	35.52
		CORRECTION TAPE		196725		
101-253.000-726.000	SUPPLIES	STOCKHOUSE CORPORATION	71213		08/15/2013	138.05
		WINDOW ENVELOPES		49585		
		Total CITY TREASURER				173.57
Dept: BUILDING AND GROUNDS						
101-265.000-726.000	SUPPLIES	HEFFERNAN SOFT WATER SERVICE	71180		08/15/2013	14.25
		WATER SERVICES		53829		
101-265.000-801.000	CONTRACTUA	MANPOWER OF LANSING	71193		08/15/2013	644.10
		TEMP EMPLOYEES W/E 7/28/13		25902192		
101-265.000-801.000	CONTRACTUA	MANPOWER OF LANSING	71193		08/15/2013	525.45
		TEMP EMPLOYEES W/E 8/4/13		25931108		
101-265.000-801.000	CONTRACTUA	CINTAS CORPORATION	71162		08/15/2013	20.00
		RUG AGREEMENT		351646658		
101-265.000-801.000	CONTRACTUA	CINTAS CORPORATION	71162		08/15/2013	20.00
		RUG AGREEMENT		351647293		
101-265.000-801.000	CONTRACTUA	CURRENT OFFICE SOLUTIONS	71168		08/15/2013	167.36
		LEASE AGREEMENT		240240		
101-265.000-801.000	CONTRACTUA	EAST 2 WEST ENTERPRISES, INC.	71170		08/15/2013	40.00
		MOP & BUFF DISPATCH OFFICE		5201		
101-265.000-801.000	CONTRACTUA	CAROL HAWKES	71179		08/15/2013	633.00
		MONTHLY CLEANING		1213		
101-265.000-801.000	CONTRACTUA	SCHINDLER ELEVATOR CORPORATION	71207		08/15/2013	512.01
		ELEVATOR SERVICE		81035433938		
101-265.000-801.000	CONTRACTUA	BILL'S LAWN CARE, LLC	71155		08/15/2013	430.00
		JULY 2013 LAWN MAINTENANCE		15802		
101-265.000-920.000	UTILITIES	MICHIGAN GAS UTILITIES	71195		08/15/2013	38.93
		GAS UTILITIES		5176359-7 8/13		
101-265.000-920.000	UTILITIES	MICHIGAN GAS UTILITIES	71195		08/15/2013	37.84
		GAS UTILITIES		4609268-0 8/13		
101-265.000-925.000	TELEPHONE	BOARD OF PUBLIC UTILITIES	71158		08/15/2013	1,787.74
		BPU TELEPHONE SERVICE				
		Total BUILDING AND GROUNDS				4,870.68
Dept: PARKING LOTS						
101-266.000-801.000	CONTRACTUA	MANPOWER OF LANSING	71193		08/15/2013	90.40
		TEMP EMPLOYEES W/E 8/4/13		25931108		
101-266.000-801.000	CONTRACTUA	BILL'S LAWN CARE, LLC	71155		08/15/2013	225.00
		JULY 2013 LAWN MAINTENANCE		15802		
		Total PARKING LOTS				315.40
Dept: CEMETERIES						
101-276.000-801.000	CONTRACTUA	MANPOWER OF LANSING	71193		08/15/2013	22.60
		TEMP EMPLOYEES W/E 7/28/13		25902192		
101-276.000-801.000	CONTRACTUA	MANPOWER OF LANSING	71193		08/15/2013	22.60
		TEMP EMPLOYEES W/E 8/4/13		25931108		
101-276.000-801.000	CONTRACTUA	ABS RENTAL SERVICES, LLC.	71148		08/15/2013	160.00
		PORTABLE RESTROOM RENTAL		5768		
		Total CEMETERIES				205.20
Dept: AIRPORT						
101-295.000-801.000	CONTRACTUA	MANPOWER OF LANSING	71193		08/15/2013	16.95
		TEMP EMPLOYEES W/E 7/28/13		25902192		

INVOICE APPROVAL LIST BY FUND  
AUGUST 15, 2013

Date: 08/16/2013  
Time: 9:58am  
Page: 3

Hillsdale City Offices

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
<b>Fund: GENERAL FUND</b>						
<b>Dept: AIRPORT</b>						
101-295.000-801.000	CONTRACTUA	HILLSDALE AERO, INC. LAWN/EQUIP MAINTENANCE	71181	46908	08/15/2013	3,015.00
101-295.000-801.000	CONTRACTUA	REPUBLIC SERVICES OF KALAMAZOO TRASH DISPOSAL SERVICES	71204	0249-003870988	08/15/2013	101.10
101-295.000-801.000	CONTRACTUA	JAMES SCHEIBNER AIRPORT MANAGER CONTRACT	71147		08/15/2013	2,916.68
				<b>Total AIRPORT</b>		<b>6,049.73</b>
<b>Dept: POLICE DEPARTMENT</b>						
101-301.000-715.000	HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI NON UNION HEALTH INS-SEP/2013	71157	7003454/002 9/13	08/15/2013	2,095.81
101-301.000-715.000	HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI SEPT 2013 BCBS INSURANCE	71157	7003454/000 9/13	08/15/2013	12,140.95
101-301.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS PENS/POST-ITS	71168	196767	08/15/2013	67.26
101-301.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS PAPER/DONATION	71168	196786	08/15/2013	89.89
101-301.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS HIGHLIGHTERS/FILES	71168	197607	08/15/2013	12.64
101-301.000-742.000	CLOTHING /	SUD-Z DRY CLEANERS DRY CLEANING	71214	SU1747 8/13	08/15/2013	101.92
101-301.000-801.000	CONTRACTUA	CURRENT OFFICE SOLUTIONS LEASE AGREEMENT	71168	240240	08/15/2013	10.26
101-301.000-925.000	TELEPHONE	SPRINT CELL PHONE SERVICE	71211	548517219 8/13	08/15/2013	67.11
				<b>Total POLICE DEPARTMENT</b>		<b>14,585.84</b>
<b>Dept: FIRE DEPARTMENT</b>						
101-336.000-715.000	HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI FIREFIGHTER HEALTH INS-SEP/13	71157	7003454/001 9/13	08/15/2013	4,342.04
101-336.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS PENS/CLIPS	71168	197626	08/15/2013	27.61
101-336.000-726.000	SUPPLIES	PERFORMANCE AUTOMOTIVE FUEL LINE HOSE	71200	1070038	08/15/2013	1.67
101-336.000-726.000	SUPPLIES	PERFORMANCE AUTOMOTIVE AIR CHUCK/PLUG	71200	1070725	08/15/2013	7.97
101-336.000-726.000	SUPPLIES	WITHER PUBLIC SAFETY GROUP 6V BATTERIES	71226	1494691	08/15/2013	186.91
101-336.000-740.000	FUEL AND L	WATKINS OIL COMPANY JULY 2013 FLEET FUEL	71224		08/15/2013	641.31
101-336.000-742.000	CLOTHING /	APOLLO FIRE EQUIPMENT COMPANY TURNOUT GEAR REPAIR	71150	84760	08/15/2013	170.73
101-336.000-801.000	CONTRACTUA	CINTAS CORPORATION CONTRACTUAL LINEN SERVICE	71162	351646056	08/15/2013	5.71
101-336.000-801.000	CONTRACTUA	CINTAS CORPORATION CONTRACTUAL LINEN SERVICE	71162	351646657	08/15/2013	13.40
101-336.000-810.000	DUES AND S	FIRE ENGINEERING SUBSCRIPTION RENEWAL	71173	132189/13	08/15/2013	51.95
101-336.000-920.000	UTILITIES	MICHIGAN GAS UTILITIES GAS UTILITIES	71195	4609908-1 8/13	08/15/2013	73.73
101-336.000-930.000	REPAIRS &	CERTIFIED MAINTENANCE CARPETS CLEANED	71161		08/15/2013	179.30
				<b>Total FIRE DEPARTMENT</b>		<b>5,702.33</b>
<b>Dept: PUBLIC SERVICES DEPARTMENT</b>						
101-441.000-715.000	HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI NON UNION HEALTH INS-SEP/2013	71157	7003454/002 9/13	08/15/2013	2,109.92
101-441.000-726.000	SUPPLIES	JONESVILLE LUMBER 2X8 & 2X12 PINE LUMBER,	71189	659914	08/15/2013	82.81
101-441.000-726.000	SUPPLIES	JONESVILLE LUMBER 2X8 & 2X12 PINE LUMBER,	71189	659918	08/15/2013	65.56
101-441.000-726.000	SUPPLIES	MENARDS SHOVELS/RAKES/TARPS/BOLTS/BLAD	71194	31610252	08/15/2013	348.57
101-441.000-726.000	SUPPLIES	HEFFERNAN SOFT WATER SERVICE WATER SERVICES	71180	53829	08/15/2013	14.25
101-441.000-726.000	SUPPLIES	BECKER & SCRIVENS CONCRETE	71153	61771	08/15/2013	1,319.50
101-441.000-726.000	SUPPLIES	BECKER & SCRIVENS REBAR & STAKES	71153	61770	08/15/2013	187.20
101-441.000-742.000	CLOTHING /	CINTAS CORPORATION RUGS/UNIFORMS - DPS	71162	251646064	08/15/2013	49.54

INVOICE APPROVAL LIST BY FUND  
AUGUST 15, 2013

Date: 08/16/2013  
Time: 9:58am  
Page: 4

Hillsdale City Offices

Fund	Department	Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND								
Dept: PUBLIC SERVICES DEPARTMENT								
		101-441.000-742.000	CLOTHING /	CINTAS CORPORATION	71162		08/15/2013	49.54
				RUGS/UNIFORMS - DPS		351646663		
		101-441.000-801.000	CONTRACTUA	MANPOWER OF LANSING	71193		08/15/2013	389.85
				TEMP EMPLOYEES W/E 7/28/13		25902192		
		101-441.000-801.000	CONTRACTUA	MANPOWER OF LANSING	71193		08/15/2013	265.55
				TEMP EMPLOYEES W/E 8/4/13		25931108		
		101-441.000-801.000	CONTRACTUA	REPUBLIC SERVICES OF KALAMAZOO	71204		08/15/2013	106.22
				4 YARD DUMPSTER RENTAL		0249-003871044		
		101-441.000-801.000	CONTRACTUA	USA MOBILITY WIRELESS, INC.	71222		08/15/2013	18.95
				PAGER RENTAL - DPS		W7385433H		
		101-441.000-801.000	CONTRACTUA	CURRENT OFFICE SOLUTIONS	71168		08/15/2013	139.87
				LEASE AGREEMENT		240240		
		101-441.000-801.000	CONTRACTUA	SPRINT	71211		08/15/2013	33.51
				CELL PHONE SERVICE		548517219 8/13		
		101-441.000-801.000	CONTRACTUA	BILL'S LAWN CARE, LLC	71155		08/15/2013	125.00
				JULY 2013 LAWN MAINTENANCE		15802		
		101-441.000-801.000	CONTRACTUA	CINTAS CORPORATION	71162		08/15/2013	38.86
				RUGS/UNIFORMS - DPS		351646663		
		101-441.000-801.000	CONTRACTUA	CINTAS CORPORATION	71162		08/15/2013	35.86
				RUGS/UNIFORMS - DPS		251646064		
		101-441.000-920.000	UTILITIES	MICHIGAN GAS UTILITIES	71195		08/15/2013	20.27
				GAS UTILITIES		4614348-3 8/13		
		101-441.000-955.517	MISC - SOL	HILLSDALE TRANSFER STATION	71184		08/15/2013	687.50
				TAX COUPONS		2830		
		101-441.000-955.588	MISC-CDL	C E & A PROFESSIONAL SERVICES, RANDOM DRUG/ALCOHOL TESTING	71160		08/15/2013	259.46
						30216		
								-----
								Total PUBLIC SERVICES DEPARTMENT 6,347.79
Dept: PARKS								
		101-756.000-801.000	CONTRACTUA	CRAIG WICKHAM	71167		08/15/2013	360.00
				TREE & STUMPS REMOVAL				
		101-756.000-801.000	CONTRACTUA	HOOP LAWN & SNOW, LLC	71185		08/15/2013	1,080.00
				FERTILIZING FOD				
		101-756.000-801.000	CONTRACTUA	MANPOWER OF LANSING	71193		08/15/2013	649.75
				TEMP EMPLOYEES W/E 7/28/13		25902192		
		101-756.000-801.000	CONTRACTUA	MANPOWER OF LANSING	71193		08/15/2013	158.20
				TEMP EMPLOYEES W/E 8/4/13		25931108		
		101-756.000-801.000	CONTRACTUA	ABS RENTAL SERVICES, LLC.	71148		08/15/2013	480.00
				PORTABLE RESTROOM RENTAL		5768		
		101-756.000-801.000	CONTRACTUA	BILL'S LAWN CARE, LLC	71155		08/15/2013	5,775.00
				JULY 2013 LAWN MAINTENANCE		15802		
								-----
								Total PARKS 8,502.95
								-----
								Fund Total 146,239.18
Fund: MAJOR ST./TRUNKLINE FUND								
Dept:								
		202-000.000-214.750	DUE TO IMP	PAYROLL ACCOUNT	390		08/15/2013	3,913.13
				PAYROLL & FICA 8/15/13				
								-----
								Total 3,913.13
Dept: STREET SURFACE								
		202-450.000-726.000	SUPPLIES	GERKEN MATERIAL, INC	71176		08/15/2013	48.51
				COMMERCIAL TOP (HOT MIX)		89986		
		202-450.000-801.000	CONTRACTUA	MANPOWER OF LANSING	71193		08/15/2013	22.60
				TEMP EMPLOYEES W/E 7/28/13		25902192		
		202-450.000-801.000	CONTRACTUA	MANPOWER OF LANSING	71193		08/15/2013	90.40
				TEMP EMPLOYEES W/E 8/4/13		25931108		
								-----
								Total STREET SURFACE 161.51
Dept: R.O.W. MAINTENANCE								
		202-460.000-801.000	CONTRACTUA	MANPOWER OF LANSING	71193		08/15/2013	22.60
				TEMP EMPLOYEES W/E 7/28/13		25902192		
		202-460.000-801.000	CONTRACTUA	MANPOWER OF LANSING	71193		08/15/2013	33.90
				TEMP EMPLOYEES W/E 8/4/13		25931108		
		202-460.000-801.000	CONTRACTUA	BELSON ASPHALT PAVING	71154		08/15/2013	1,695.33
				PAVING - WATERWORKS & GRISWOLD		7048		
		202-460.000-801.000	CONTRACTUA	BILL'S LAWN CARE, LLC	71155		08/15/2013	934.80
				JULY 2013 LAWN MAINTENANCE		15802		

INVOICE APPROVAL LIST BY FUND  
AUGUST 15, 2013

Date: 08/16/2013  
Time: 9:58am  
Page: 5

Hillsdale City Offices

Fund Department	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: MAJOR ST./TRUNKLINE FUND						
Dept: R.O.W. MAINTENANCE						
Total R.O.W. MAINTENANCE						2,686.63
Dept: TRUNKLINE R.O.W. MAINTENANCE						
202-460.500-801.000	CONTRACTUA	BILL'S LAWN CARE, LLC JULY 2013 LAWN MAINTENANCE	71155	15802	08/15/2013	258.40
Total TRUNKLINE R.O.W. MAINTENANCE						258.40
Dept: TREES						
202-470.000-801.000	CONTRACTUA	CRAIG WICKHAM TREE & STUMPS REMOVAL	71167		08/15/2013	1,020.00
202-470.000-801.000	CONTRACTUA	MANPOWER OF LANSING TEMP EMPLOYEES W/E 7/28/13	71193	25902192	08/15/2013	62.15
Total TREES						1,082.15
Dept: DRAINAGE						
202-480.000-726.000	SUPPLIES	CITY OF ADRIAN MANHOLE SUMP 4'X2'	71163	63159	08/15/2013	202.23
202-480.000-801.000	CONTRACTUA	MANPOWER OF LANSING TEMP EMPLOYEES W/E 7/28/13	71193	25902192	08/15/2013	50.85
202-480.000-801.000	CONTRACTUA	MANPOWER OF LANSING TEMP EMPLOYEES W/E 8/4/13	71193	25931108	08/15/2013	11.30
Total DRAINAGE						264.38
Dept: TRAFFIC						
202-490.000-801.000	CONTRACTUA	MANPOWER OF LANSING TEMP EMPLOYEES W/E 7/28/13	71193	25902192	08/15/2013	22.60
202-490.000-801.000	CONTRACTUA	MANPOWER OF LANSING TEMP EMPLOYEES W/E 8/4/13	71193	25931108	08/15/2013	339.00
Total TRAFFIC						361.60
Fund Total						8,727.80
Fund: LOCAL ST. FUND						
Dept: 203-000.000-214.750						
	DUE TO IMP	PAYROLL ACCOUNT PAYROLL & FICA 8/15/13	390		08/15/2013	2,344.39
Total						2,344.39
Dept: STREET SURFACE						
203-450.000-726.000	SUPPLIES	GERKEN MATERIAL, INC COMMERCIAL TOP (HOT MIX)	71176	89986	08/15/2013	98.00
203-450.000-726.000	SUPPLIES	GERKEN MATERIAL, INC COMMERCIAL TOP (HOT MIX)	71176	89991	08/15/2013	147.98
203-450.000-801.000	CONTRACTUA	MANPOWER OF LANSING TEMP EMPLOYEES W/E 7/28/13	71193	25902192	08/15/2013	33.90
203-450.000-801.000	CONTRACTUA	MANPOWER OF LANSING TEMP EMPLOYEES W/E 8/4/13	71193	25931108	08/15/2013	90.40
Total STREET SURFACE						370.28
Dept: R.O.W. MAINTENANCE						
203-460.000-801.000	CONTRACTUA	BELSON ASPHALT PAVING PAVING - WATERWORKS & GRISWOLD	71154	7048	08/15/2013	2,421.90
203-460.000-801.000	CONTRACTUA	BILL'S LAWN CARE, LLC JULY 2013 LAWN MAINTENANCE	71155	15802	08/15/2013	576.80
Total R.O.W. MAINTENANCE						2,998.70
Dept: TREES						
203-470.000-801.000	CONTRACTUA	CRAIG WICKHAM TREE & STUMPS REMOVAL	71167		08/15/2013	180.00
203-470.000-801.000	CONTRACTUA	MANPOWER OF LANSING TEMP EMPLOYEES W/E 7/28/13	71193	25902192	08/15/2013	121.48
203-470.000-801.000	CONTRACTUA	MANPOWER OF LANSING TEMP EMPLOYEES W/E 8/4/13	71193	25931108	08/15/2013	5.65
Total TREES						307.13
Dept: TRAFFIC						
203-490.000-801.000	CONTRACTUA	MANPOWER OF LANSING TEMP EMPLOYEES W/E 7/28/13	71193	25902192	08/15/2013	90.40
203-490.000-801.000	CONTRACTUA	MANPOWER OF LANSING TEMP EMPLOYEES W/E 8/4/13	71193	25931108	08/15/2013	79.10

INVOICE APPROVAL LIST BY FUND  
AUGUST 15, 2013

Date: 08/16/2013  
Time: 9:58am  
Page: 6

Hillsdale City Offices

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: LOCAL ST. FUND Dept: TRAFFIC						
					Total TRAFFIC	169.50
					Fund Total	6,190.00
Fund: RECREATION FUND Dept:						
208-000.000-214.750	DUE TO IMP	PAYROLL ACCOUNT	390		08/15/2013	3,974.91
208-000.000-692.000	OTHER REVE	PAYROLL & FICA 8/15/13 VALERIE RINGMAN STOCK'S PARK REFUND	71205		08/15/2013	100.00
					Total	4,074.91
Dept: RECREATION DEPARTMENT						
208-751.000-715.000	HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI NON UNION HEALTH INS-SEP/2013	71157	7003454/002 9/13	08/15/2013	937.75
208-751.000-726.000	SUPPLIES	COUNTRY SIDE TROPHIES MEDALS AND TROPHIES	71166		08/15/2013	536.00
208-751.000-726.000	SUPPLIES	MICHELLE LOREN TENNIS RACKETS - REIMBURSEMENT	71192		08/15/2013	63.47
208-751.000-726.000	SUPPLIES	SCP, CORP 2013 BASEBALL SHIRT/CAP	71209	13473	08/15/2013	13.00
208-751.000-726.000	SUPPLIES	SCP, CORP 2013 V-BALL ST TOURNEY SHIRTS	71209	13064	08/15/2013	126.00
208-751.000-801.000	CONTRACTUA	TAYLOR FREEZER SLUCHIE/SOFTSERVE RENTAL 7-4 T	71215	58874L	08/15/2013	475.00
208-751.000-925.000	TELEPHONE	BOARD OF PUBLIC UTILITIES BPU TELEPHONE SERVICE	71158		08/15/2013	123.55
					Total RECREATION DEPARTMENT	2,274.77
					Fund Total	6,349.68
Fund: ECONOMIC DEVELOPMENT CORP FUND Dept: ECONOMIC DEVELOPMENT						
244-174.000-801.000	CONTRACTUA	BILL'S LAWN CARE, LLC JULY 2013 LAWN MAINTENANCE	71155	15802	08/15/2013	70.00
					Total ECONOMIC DEVELOPMENT	70.00
					Fund Total	70.00
Fund: TAX INCREMENT FINANCE ATH. Dept: CAPITAL OUTLAY						
247-900.000-726.000	SUPPLIES	GELZER & SON INC. ROUND UP	71175	C62345	08/15/2013	21.99
247-900.000-726.000	SUPPLIES	GELZER & SON INC. KEY	71175	A33183	08/15/2013	2.99
247-900.000-726.000	SUPPLIES	GELZER & SON INC. SILVER TIP BRUSH	71175	A33120	08/15/2013	7.79
247-900.000-726.000	SUPPLIES	GELZER & SON INC. PAINT	71175	A33457	08/15/2013	33.99
247-900.000-726.000	SUPPLIES	GELZER & SON INC. PAINT	71175	A33548	08/15/2013	39.99
247-900.000-726.000	SUPPLIES	GELZER & SON INC. SUPPLIES	71175	C57364	08/15/2013	13.49
247-900.000-726.000	SUPPLIES	GELZER & SON INC. ROUND UP	71175	A34714	08/15/2013	21.99
247-900.000-726.000	SUPPLIES	GELZER & SON INC. HOSE	71175	C59484	08/15/2013	55.99
247-900.000-726.000	SUPPLIES	GELZER & SON INC. SPRINKLER	71175	C59473	08/15/2013	10.99
247-900.000-726.000	SUPPLIES	GELZER & SON INC. ROUND UP	71175	C61378	08/15/2013	21.99
247-900.000-726.000	SUPPLIES	GELZER & SON INC. HOSE NOZZLE	71175	C59737	08/15/2013	5.49
247-900.000-726.000	SUPPLIES	GELZER & SON INC. ROUND UP	71175	C58284	08/15/2013	21.99
247-900.000-726.000	SUPPLIES	GELZER & SON INC. HOSES	71175	C59374	08/15/2013	49.93



INVOICE APPROVAL LIST BY FUND  
AUGUST 15, 2013

Date: 08/16/2013  
Time: 9:58am  
Page: 7

Hillsdale City Offices

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: TAX INCREMENT FINANCE ATH.							
Dept: CAPITAL OUTLAY							
	247-900.000-726.000	SUPPLIES	GLEI'S, INC. PLANTINGS	71177		08/15/2013	639.44
	247-900.000-726.000	SUPPLIES	HYACINTH HOUSE FLOWERS	71186	6915	08/15/2013	134.90
	247-900.000-726.000	SUPPLIES	HYACINTH HOUSE FLOWERD	71186	7159	08/15/2013	184.95
	247-900.000-726.000	SUPPLIES	HYACINTH HOUSE FLOWERS	71186	7012	08/15/2013	210.60
							-----
Total CAPITAL OUTLAY							1,478.50
							-----
Fund Total							1,478.50
Fund: LIBRARY FUND							
Dept:							
	271-000.000-214.750	DUE TO IMP	PAYROLL ACCOUNT PAYROLL & FICA 8/15/13	390		08/15/2013	4,610.27
							-----
Total							4,610.27
Dept: LIBRARY							
	271-790.000-715.000	HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI NON UNION HEALTH INS-SEP/2013	71157	7003454/002 9/13	08/15/2013	937.75
	271-790.000-726.000	SUPPLIES	HEFFERNAN SOFT WATER SERVICE WATER SERVICES	71180	53829	08/15/2013	14.25
	271-790.000-726.000	SUPPLIES	VISA CHILDREN'S SUPPLIES	71223		08/15/2013	6.44
	271-790.000-801.000	CONTRACTUA	GREAT AMERICAN LEASING CORP. Konica Minolta Copier Lease	71178	14003907	08/15/2013	179.90
	271-790.000-801.000	CONTRACTUA	UNIQUE MANAGEMENT SRVS., INC. UMS July placements	71219	241892	08/15/2013	50.00
	271-790.000-801.000	CONTRACTUA	CINTAS CORPORATION Library Floor Mats	71162	351646058	08/15/2013	28.66
	271-790.000-920.000	UTILITIES	MICHIGAN GAS UTILITIES GAS UTILITY FOR AUG 2013	71195	4614927-4 8/13	08/15/2013	75.62
	271-790.000-925.000	TELEPHONE	BOARD OF PUBLIC UTILITIES BPU TELEPHONE SERVICE	71158		08/15/2013	377.73
	271-790.000-930.000	REPAIRS &	RYAN & BRADSHAW TEST B/F PRVNTN-LIBRARY	71206	46696	08/15/2013	80.00
	271-790.000-982.000	BOOKS	BAKER & TAYLOR COMPANY July Adult Book Order	71152	2028394342	08/15/2013	57.72
	271-790.000-982.001	BOOKS - FR	PETER WHITE PUBLIC LIBRARY J. Yokell Damaged MeL Book - 3	71201		08/15/2013	4.99
							-----
Total LIBRARY							1,813.06
Dept: LIBRARY - CHILDREN'S AREA							
	271-792.000-726.000	SUPPLIES	UPSTART Summer Reading T-shirts	71220	5039134	08/15/2013	9.25
	271-792.000-726.000	SUPPLIES	US TOY CO Children's Supplies	71221	5130225200	08/15/2013	205.93
	271-792.000-726.000	SUPPLIES	CITY OF HILLSDALE PETTY CASH	71164		08/15/2013	37.06
	271-792.000-726.000	SUPPLIES	VISA CHILDREN'S SUPPLIES	71223		08/15/2013	28.82
	271-792.000-726.000	SUPPLIES	BLAST OFF BOUNCE ZONE, LLC Children'ts Summer Reading	71156	935	08/15/2013	100.00
	271-792.000-726.792	SUPPLIES-S	SCHOLASTIC INC. Summer Reading Prizes - Books	71208	7088762	08/15/2013	392.50
	271-792.000-982.000	BOOKS	BAKER & TAYLOR COMPANY July Children's Book Order	71152	2028394343	08/15/2013	54.97
	271-792.000-982.000	BOOKS	THE BOOK FARM, INC. Children's Books	71159	ERGWEB2002	08/15/2013	1,014.45
							-----
Total LIBRARY - CHILDREN'S AREA							1,842.98
							-----
Fund Total							8,266.31
Fund: POLICE PUBLIC RELATIONS FUND							
Dept: POLICE DEPARTMENT							
	274-301.000-726.000	SUPPLIES	CURRENT OFFICE SOLUTIONS PAPER/DONATION	71168	196786	08/15/2013	100.00

INVOICE APPROVAL LIST BY FUND  
AUGUST 15, 2013

Date: 08/16/2013  
Time: 9:58am  
Page: 8

Hillsdale City Offices

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: POLICE PUBLIC RELATIONS FUND Dept: POLICE DEPARTMENT						
Total POLICE DEPARTMENT						100.00
Fund Total						100.00
Fund: CAPITAL IMPROVEMENT FUND						
Dept:						
401-000.000-214.750	DUE TO IMP	PAYROLL ACCOUNT PAYROLL & FICA 8/15/13	390		08/15/2013	1,326.04
Total						1,326.04
Dept: SIDEWALKS						
401-443.000-801.000	CONTRACTUA	MANPOWER OF LANSING TEMP EMPLOYEES W/E 7/28/13	71193	25902192	08/15/2013	50.85
401-443.000-801.000	CONTRACTUA	MANPOWER OF LANSING TEMP EMPLOYEES W/E 8/4/13	71193	25931108	08/15/2013	90.40
401-443.000-801.000	CONTRACTUA	MT ENGINEERING, LLC SIDEWALK PROG/STORM SEWER	71197	1301-6	08/15/2013	41.00
Total SIDEWALKS						182.25
Dept: MAJOR STREET RECONSTRUCTION						
401-452.000-801.000	CONTRACTUA	MT ENGINEERING, LLC ENGINEERING - STATE ST	71197	1209-10	08/15/2013	328.00
401-452.000-801.000	CONTRACTUA	STATE OF MICHIGAN>>> STATE STREET RECONSTRUCTION	71212	354819	08/15/2013	30,594.26
Total MAJOR STREET RECONSTRUCTION						30,922.26
Dept: DRAINAGE						
401-480.000-801.000	CONTRACTUA	MT ENGINEERING, LLC SIDEWALK PROG/STORM SEWER	71197	1301-6	08/15/2013	164.00
Total DRAINAGE						164.00
Dept: CAPITAL OUTLAY						
401-900.000-975.034	DPS BLD	BELSON ASPHALT PAVING PAVING @ DPS FACILITY	71154	70470	08/15/2013	24,928.77
Total CAPITAL OUTLAY						24,928.77
Fund Total						57,523.32
Fund: AIRPORT IMPROVEMENT FUND						
Dept: CAPITAL OUTLAY						
481-900.000-975.481	AIRPORT RU	TRISTATE TITLE CO AIRPORT LAND ACQU. TITLE INS	71218		08/15/2013	1,509.29
Total CAPITAL OUTLAY						1,509.29
Fund Total						1,509.29
Fund: DIAL-A-RIDE FUND						
Dept:						
588-000.000-214.750	DUE TO IMP	PAYROLL ACCOUNT PAYROLL & FICA 8/15/13	390		08/15/2013	5,724.50
Total						5,724.50
Dept: DIAL-A-RIDE						
588-588.000-715.000	HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI NON UNION HEALTH INS-SEP/2013	71157	7003454/002 9/13	08/15/2013	937.75
588-588.000-715.000	HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI TREAMSTERS HEALTH INS SEP 2013	71157	7003454/006 9/13	08/15/2013	1,703.42
588-588.000-726.000	SUPPLIES	ARROW SWIFT PRINTING 1 PAD: ACC BALANCE SHEET	71151	128780	08/15/2013	32.00
588-588.000-726.000	SUPPLIES	HEFFERNAN SOFT WATER SERVICE WATER	71180	53835	08/15/2013	9.50
588-588.000-730.000	VEH./EQUIP	PERFORMANCE AUTOMOTIVE FILTER FOR #60	71200	1070626	08/15/2013	50.25
588-588.000-740.000	FUEL AND L	WATKINS OIL COMPANY JULY 2013 FLEET FUEL	71224		08/15/2013	1,667.24
588-588.000-801.000	CONTRACTUA	MANPOWER OF LANSING TEMP EMPLOYEES W/E 8/4/13	71193	25931108	08/15/2013	5.65

INVOICE APPROVAL LIST BY FUND  
AUGUST 15, 2013

Date: 08/16/2013  
Time: 9:58am  
Page: 9

Hillsdale City Offices

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: DIAL-A-RIDE FUND						
Dept: DIAL-A-RIDE						
588-588.000-801.000	CONTRACTUA	BILL'S LAWN CARE, LLC	71155		08/15/2013	225.00
588-588.000-955.588	MISC-CDL	JULY 2013 LAWN MAINTENANCE C E & A PROFESSIONAL SERVICES, RANDOM DRUG/ALCOHOL TESTING	71160	15802 30215	08/15/2013	123.64
Total DIAL-A-RIDE						4,754.45
Fund Total						10,478.95
Fund: PUBLIC SERVICES INV. FUND						
Dept: PUBLIC SERVICES INVENTORY						
633-233.000-726.000	SUPPLIES	CONSUMERS CONCRETE 6X6 MANHOLE BLOCKS	71165	102120	08/15/2013	165.90
Total PUBLIC SERVICES INVENTORY						165.90
Fund Total						165.90
Fund: REVOLVING MOBILE EQUIP. FUND						
Dept:						
640-000.000-214.750	DUE TO IMP	PAYROLL ACCOUNT PAYROLL & FICA 8/15/13	390		08/15/2013	2,425.46
Total						2,425.46
Dept: MOBILE EQUIPMENT MAINTENANCE						
640-444.000-715.000	HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI NON UNION HEALTH INS-SEP/2013	71157	7003454/002 9/13	08/15/2013	937.75
640-444.000-715.000	HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI TREAMSTERS HEALTH INS SEP 2013	71157	7003454/006 9/13	08/15/2013	881.06
640-444.000-726.000	SUPPLIES	ELECTRICAL TERMINAL INC. BOLTS,WASHERS,NUTS	71171	129097	08/15/2013	258.24
640-444.000-726.000	SUPPLIES	FASTENAL CUTTING WHEELS	71172	MIJON44350	08/15/2013	61.62
640-444.000-726.000	SUPPLIES	JACKSON TRUCK SERVICE INC. CREDIT	71187	PC012400658:001	08/15/2013	-66.00
640-444.000-726.000	SUPPLIES	PERFORMANCE AUTOMOTIVE AIR FITTING	71200	1070957	08/15/2013	7.79
640-444.000-726.000	SUPPLIES	PERFORMANCE AUTOMOTIVE PAINT	71200	1071407	08/15/2013	13.38
640-444.000-726.000	SUPPLIES	TERMINAL SUPPLY COMPANY CABLE TIES, SHRINK BUTT CNTRTS	71216	49013	08/15/2013	181.49
640-444.000-730.000	VEH./EQUIP	GELZER & SON INC. PIPE	71175	C61934	08/15/2013	30.85
640-444.000-730.000	VEH./EQUIP	GELZER & SON INC. QUICK LINK FOR #28	71175	A36294	08/15/2013	3.98
640-444.000-730.000	VEH./EQUIP	JACKSON TRUCK SERVICE INC. WIPER BLADES, B/U ALARM	71187	PC01240834:01	08/15/2013	117.40
640-444.000-730.000	VEH./EQUIP	JACKSON TRUCK SERVICE INC. WIPER BLADES	71187	PC01240875:001	08/15/2013	8.88
640-444.000-730.000	VEH./EQUIP	JACKSON TRUCK SERVICE INC. BOOT	71187	PC01241016:001	08/15/2013	19.40
640-444.000-730.000	VEH./EQUIP	JACKSON TRUCK SERVICE INC. FENDERS	71187	PC01241100:001	08/15/2013	235.00
640-444.000-730.000	VEH./EQUIP	PERFORMANCE AUTOMOTIVE HINGE PINS FOR #8	71200	1070815	08/15/2013	12.49
640-444.000-730.000	VEH./EQUIP	PERFORMANCE AUTOMOTIVE BELTS FOR #14	71200	1071307	08/15/2013	27.38
640-444.000-730.000	VEH./EQUIP	PERFORMANCE AUTOMOTIVE CONNECTORS FOR #2	71200	1071736	08/15/2013	7.59
640-444.000-730.000	VEH./EQUIP	PERFORMANCE AUTOMOTIVE BRAKE HOSES #11	71200	1071567	08/15/2013	15.16
640-444.000-730.000	VEH./EQUIP	PERFORMANCE AUTOMOTIVE BRAKE LINES/ADAPTER FOR #11	71200	1071556	08/15/2013	24.12
640-444.000-730.000	VEH./EQUIP	SPRATT'S DECOMP BUTTON	71210	151196	08/15/2013	36.49
640-444.000-730.000	VEH./EQUIP	SPRATT'S FUSE END,	71210	151293	08/15/2013	7.00
640-444.000-730.000	VEH./EQUIP	WHITES WELDING SERVICE ANGLE IRON	71225	79760	08/15/2013	29.40
640-444.000-730.000	VEH./EQUIP	WHITES WELDING SERVICE ANGLE IRON	71225	79765	08/15/2013	27.00

INVOICE APPROVAL LIST BY FUND  
AUGUST 15, 2013

Date: 08/16/2013  
Time: 9:58am  
Page: 10

Hillsdale City Offices

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: REVOLVING MOBILE EQUIP. FUND						
Dept: MOBILE EQUIPMENT MAINTENANCE						
640-444.000-730.000	VEH./EQUIP	WHITES WELDING SERVICE ANGLE IRON	71225	79787	08/15/2013	69.86
640-444.000-740.000	FUEL AND L	WATKINS OIL COMPANY JULY 2013 FLEET FUEL	71224		08/15/2013	4,782.88
640-444.000-740.301	FUEL AND L	WATKINS OIL COMPANY JULY 2013 FLEET FUEL	71224		08/15/2013	3,594.95
640-444.000-742.000	CLOTHING /	CINTAS CORPORATION RUGS/UNIFORMS - DPS	71162	351646663	08/15/2013	14.89
640-444.000-742.000	CLOTHING /	CINTAS CORPORATION RUGS/UNIFORMS - DPS	71162	251646064	08/15/2013	14.89
640-444.000-801.000	CONTRACTUA	PURITY CYLINDER GASES, INC. GAS CYLINDER RENTAL	71203		08/15/2013	47.43
640-444.000-801.000	CONTRACTUA	CINTAS CORPORATION RUGS/UNIFORMS - DPS	71162	351646663	08/15/2013	22.87
640-444.000-801.000	CONTRACTUA	CINTAS CORPORATION RUGS/UNIFORMS - DPS	71162	251646064	08/15/2013	22.87
640-444.000-801.301	POLICE VEH	JIM KNOX CHRYSLER DODGE JEEP SERVICE REPAIRS UNIT 2-1	71188	11428	08/15/2013	850.05
640-444.000-801.301	POLICE VEH	PARNEY'S CAR CARE SERVICE REPAIRS UNIT 2-5	71199	54390	08/15/2013	29.45
640-444.000-920.000	UTILITIES	MICHIGAN GAS UTILITIES GAS UTILITIES	71195	4614348-3 8/13	08/15/2013	20.28
				Total MOBILE EQUIPMENT MAINTENANCE		12,347.89
				Fund Total		14,773.35
Fund: DPS LEAVE AND BENEFITS FUND						
Dept:						
699-000.000-214.750	DUE TO IMP	PAYROLL ACCOUNT PAYROLL & FICA 8/15/13	390		08/15/2013	295.04
				Total		295.04
Dept: PUBLIC SERVICES DEPARTMENT						
699-441.000-715.000	HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI NON UNION HEALTH INS-SEP/2013	71157		08/15/2013	390.73
699-441.000-715.000	HEALTH AND	BLUE CROSS & BLUE SHIELD OF MI TREAMSTERS HEALTH INS SEP 2013	71157	7003454/002 9/13	08/15/2013	3,583.04
				7003454/006 9/13		
				Total PUBLIC SERVICES DEPARTMENT		3,973.77
				Fund Total		4,268.81
				Grand Total		266,141.09

Planning Commission Minutes  
6/18/2013

I. Call to Order 5:35

**a. Roll Call**

Members Present: Kerry Laycock, Chair Dave Williams, Laura Smith, Amber Yoder, CM Linda Brown, Brian Watkins

Members Absent: None

Others Present: Kyle Smith (staff), Peg Williams, Mick Ritter

**b. Pledge of Allegiance**

II. Consent items

**a. Approval of Minutes**

Request to scratch order to contact the DNR

Moved by Smith, seconded by Laycock- Passed Unanimously as amended

**b. Approval of agenda**

Moved by Smith seconded by Watkins- Passed unanimously.

**c. Pruitt resignation**

Brown moved to accept resignation, seconded by L. Smith

Passed unanimously, mayor to be made officially aware.

III. New Business

**a. Eric Leutheuser's request to build parking in his setback**

Mr. Leutheuser described his plan and intentions to park cars on paved parking pad in front of his business. This pad is located in the setback, but has been used as display area before.

Motion to approve Mr. Leutheuser's Site Plan: L. Smith, seconded by B. Watkins,

Roll Call vote:

Brown: Yea

Laycock: Yea

Smith: Yea

Watkins: Yea

Williams: Yea

Yoder: Yea

**b. Amendment to Sec. 36 272-3**

1. Peg Williams petition- Ms. Williams presented her plan (verbally) to make outside seating for her theater's tavern. The B2 zoning conditions for establishing a tavern or restaurant are defined

in ch. 36 Sec. 272-3, which places certain conditions on tavern construction. The issue at hand results from the use of the words “within a building” which is defined as “enclosed,” and “requiring a roof” according to the City Attorney’s interpretation of Sec. 36 272-3 and the definition of “building” according to the HMC. The result of this interpretation is to effectively ban outdoor seating on private property in the B2, which is against the wishes of Peg Williams. No action needed.

2. zoning question- Kyle Smith asked the members to consider whether they wanted to permit outdoor seating in the B2 District. The question will require further insight and information, and commission made no recommendation. L. Smith requested copies of ordinances from Grand Rapids, Ann Arbor and other cities to review as they write their own ordinance.

3. Sidewalk amenities- Peg Williams determined to place her outdoor seating on the public sidewalk in front of the Dawn Theater. Planning Commission is powerless over sidewalk amenities, and authorization comes from administration via council. She was then directed to follow standard permit procedure for sidewalk amenities.

#### IV. Old Business

##### 1) Continual review of bylaws

Chair pointed out that there are several copies and no one is certain which is approved. Commission proceeded to review bylaws as presented by staff. Commission examined line-by-line improvements and requested that it is approved as edited thus far. Bylaws remain incomplete.

Issue tabled thereafter.

#### V. Public Comments: None

Adjournment 7:50pm

Planning Commission

Minutes

7/16/13

- I. **Call to Order 5:30**
  - a. Members Present: Amber Yoder, Kerry Laycock, Dave Williams, Brian Watkins, Linda Brown, Laura Smith
  - b. Others: Kyle Smith, Eric Hoffman, Mary Wolfram
  
- II. **Consent Items- Discuss Minutes/ Agenda separately**
  - a. Approval of Minutes: Laycock moved to divide the previous minutes into 3 different discussions- (B2 Zoning, Petition, Sidewalk Amenities, there was discussion on all three, Peg's problem was resolved w/ no action required.)
    - i. Bylaws: edits should be included in the minutes
    - ii. minutes tabled thereafter
  - b. Approval of Agenda (as amended with item (b) new business)
    - i. moved: Yoder, approved Watkins, passed unanimously.
  
- III. **Old Business**
  - a. B2 Zoning for outdoor restaurants
    - i. Recommend changing S. 272-3 to read "premise" instead of "building" to clarify code does not prevent outdoor seating in restaurants/taverns.
    - ii. Mary Wolfram described her concern of the impact of the interpretation of the section on restaurant development. The change to S. 272-3 should reflect the wishes of the city to regulate and encourage restaurant business.
    - iii. Williams suggested that the purposes established in the introduction of the section should allow for outdoor seating, and the regulations are in place to give direction to construction. Chair says it is better to be too restrictive than too lax and lose control.
    - iv. Linda Brown said the Chinese restaurant in town, the Great Wall, might take advantage of the ordinance by seating people in a parking lot and blocking and ingress. She then said she had a report about a drunk person wandering around Broad Street.
    - v. Kyle Smith (Staff) indicated that the ordinance, as written, is restrictive of outdoor seating on private property in B2. Secondly, Hillsdale is the only city with such a regulation. There is no evidence to suggest that this was the original intent of the code writer, but as it is written this is the legal interpretation. Kyle Smith also reported that there is state, federal, and fire code regulation in places of public accommodation, and more regulation needs a severe and compelling basis.
    - vi. Laura suggested reviewing restaurant restrictions to

comprehensively re-write the ordinances.

vii. Yoder suggested scratching all the regulations except those that permit restaurants and taverns.

viii. Watkins wondered if “restaurants and taverns” would be enough to sufficiently describe everything in town intended to be regulated.

ix. Kyle Smith elaborated that the state’s definition of restaurant would suffice to define an establishment as a restaurant.

#### IV. **New Business**

##### a. Stillwell Ford Site Plan Review- ACTION

i. Hoffman presented his blueprints for a commercial expansion to his Ford dealership. The plans do not include any destruction to greenspace, any added greenspace, no ingress/egress changes, no drainage changes (Plans are attached to minutes).

ii. Approval pending Keith Richard’s sign off, Moved by Watkins, support by Yoder: Passed Unanimously

##### b. Discussion of agenda process

i. how things appear in agenda

1. Laycock wants everything about the agenda process discussed, including time frame and order.

ii. Laycock would like a summary document for each item on the agenda at the recommendation or Watkins.

iii. required material for agenda

1. Agendas will be received in their entirety prior to meeting (if requested, in hard copy)

2. Agendas will be reviewed by chair and staff when agenda is complete on Monday before deadline

3. Meeting items on the agenda must be given to the chair

4. any required materials must be distributed with the petition, and all documents (including agenda and minutes) should be summarized in a single PDF file.

5. Everything should appear on City letterhead

#### V. **Adjournment 7:30**



City of Hillsdale  
Finance Committee Meeting Minutes  
Monday, August 19, 2013  
2nd Floor Conference Room  
Hillsdale City Hall  
6:30 PM

Call to Order: 6:33 p.m. by Chairperson Scott Sessions

Present:

Finance Committee Councilpersons: Mary Beth Bail, Sally Kinney, Scott Sessions, and Finance Director Bonnie Tew

Absent: City Manager Linda Brown

Public: Councilperson Ruth Brown

Public discussion: No public discussion.

Invoices and vendor approval for checks printed on August 15, 2013 were reviewed and discussed by the committee. Explanations provided by Finance Director Bonnie Tew are:

\$530.45 To Hyacinth House (Capital Outlay). These costs were paid to Hyacinth for flowers from TIFA.

\$30,594.26 To the State of Michigan (Major Street Reconstruction). These costs were paid to the State of Michigan for State Street Reconstruction.

\$294.49 To Gerken Material, Inc. (Street Surface). These costs were paid to Gerken Material, Inc. for Commercial Top (Hot Mix) Asphalt.

Motion made by Councilperson Kinney to recommend approval of bills to Council; 2nd by Councilperson Bail. Ayes:3 Nays: 0

Motion by Councilperson Kinney to adjourn the meeting, 2nd by Councilperson Bail.  
Meeting adjourned: 6:38 p.m.

Respectfully submitted by: Chairperson Sessions



Minutes of the August 28<sup>th</sup>, 2013  
Meeting of the Communications Committee.  
2<sup>nd</sup> Floor Conference Room, Hillsdale City Hall

Brian Watkins called the meeting to order at 8:18am

Members present: Michelle Loren, Eric Macy, Brian Watkins

Absent: Sally Kinney

Others Present: City Manager Linda Brown

Public: None

City Manager lead discussion regarding standardization of the City's official letterhead, fax cover sheet, press release template and memo sheets. The committee standardized contents and look and settled on the following:

- Adding the greyscale version of the Seal of the City of Hillsdale to memo pages.
- Maintaining the existing header typeface and color of official City Stationery.
- Adding the City's web URL ([www.cityofhillsdale.org](http://www.cityofhillsdale.org)) to the header.
- Standardizing City stationery across all departments and organizations (with the exception of the BPU)
- Standardizing the signature block so that it reflects individual departments.

Examples:

John Clark  
Director, Department of Discovery  
517-555-1212 Ext.1804  
[j.clarkson@cityofhillsdale.org](mailto:j.clarkson@cityofhillsdale.org)

Elizabeth Ross-Claypool  
Assistant Manager, Department of Flags  
517-555-1212 Ext.1777  
[b.rossclaypool@cityofhillsdale.org](mailto:b.rossclaypool@cityofhillsdale.org)

- Standard typeface and formatting for body will be black Times New Roman 12pt. with allowances for 10.5 – 12 for formatting purposes.
- Paper stock will be the standard "Ivory" currently used
- Envelope will remain unchanged
- It was determined that a sunset date of December 31<sup>st</sup>, 2013 would be appropriate for use of remaining stock of old letterhead or until the existing supply has been exhausted, whichever comes first.

- Memo forms, fax cover sheets and press release template will be standardized (by Eric Macy) as fillable pdf forms to ensure uniform appearance.
- All previous and unofficial electronic versions of the Seal of the City of Hillsdale will be removed from the City computer network to ensure only the official seal image is used.

A short discussion followed regarding trimming video files in the Granicus system. It was decided that to prevent confusion, accidental file or other issues that access to the administrative functions be limited to the Clerk, Administrative Assistant and Network Administrator.

Mary Wolfram joined the meeting at 9:20am

The committee quickly brought Mary up to speed on the previous discussions during the meeting.

Mary provided an example of the existing press release template, which Eric indicated could be easily adjusted and worked into the previously discussed standardization plan.

Committee delayed a vote for final approval of standardized documents until they can be viewed in a tangible form. City Manager Brown and Eric Macy agreed to provide those. The committee will meet again when the example documents are ready for review.

Meeting adjourned at 9:40am

Prepared and submitted by Brian Watkins, Communications Committee  
Chairman

Council Chambers  
Hillsdale City Hall  
97 N. Broad St.  
Hillsdale, MI 49242

August 19, 2013  
7:00 p.m.  
(517)437-6441  
[www.cityofhillsdale.org](http://www.cityofhillsdale.org)

## CITY COUNCIL MINUTES

City of Hillsdale  
Regular Meeting

### Call to Order and Pledge of Allegiance

Mayor Douglas Moon opened the meeting with the pledge of allegiance.

### Roll Call

Mayor Douglas Moon called the meeting to order with the following Council members present: Council members Brian Watkins and Casey Sullivan representing Ward One; Council members Ruth Brown and Sally Kinney representing Ward Two; Council members Mary Wolfram and Scott Sessions representing Ward Three; and Council members William Arnold and Mary Beth Bail representing Ward Four.

Also present were City Manager Linda Brown, Deputy City Clerk Michelle Loren, City Attorney Lew Loren, Bonnie Tew, Kyle Smith, Rick Rose, Eric Macy, Alexis Kozub, Dave and Renee Rudnick, Dave Burns, Richard Alvarez, Irv Strong, Jane Stewart, Emily Stack-Davis, Mary Mills, Lynette Walcher, Roy & Felicia Finch, Russ Martin (WCSR), Angie and Brian Kratzer, Brad Benzing, Jessica and Kevin Conant.

### Approval of Agenda

City Manager Linda Brown requested Consent Agenda Item E. Checker Records Agreement be added to the August 19, 2013 Council Meeting Agenda.

Motion by Councilperson Watkins, supported by Councilperson Sessions, to approve the August 19, 2013 Agenda as amended.

All ayes.

Motion carried.

### Public Comment

Kyle Smith, City of Hillsdale Planning, made clarification of language in regard to New Business C.

Richard Alvarez, 38 Lynwood, inquired about responsibility of cleanup during sidewalk construction.

Angie Kratzer, 11 Ellen St., inquired about the progress of repairs to correct the flooding matter at her residence. City Manager Linda Brown responded that contractors and engineers are working on proposals to resolve the matter.

### Consent Agenda

The items listed in the Consent Agenda are considered to be routine by the City Council and the City Manager and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Councilmember. In this event, the item will be removed from the Consent Agenda and Council action will be taken separately on said item.

- A. Approval of Bills from August 1, 2013: Claims of \$100,405.89 & Payroll of \$100,787.05.
- B. Committee Reports (Pending Approval):
  1. Finance Committee Minutes of August 15, 2013
  2. BPU Minutes of August 13, 2013
- C. Council Minutes of August 5, 2013
- D. Bow Hunting
- E. Checker Records Use Agreement

Motion by Councilperson Arnold, supported by Councilperson Sessions, to approve the Consent agenda as presented and authorize Mayor Pro Tem Brian Watkins to sign on the Mayor's behalf. Roll call: Councilpersons Bail – yes; Brown – yes; Kinney – yes; Sessions – yes; Sullivan – yes; Watkins – yes; Wolfram – yes; Mayor Moon – yes; Councilperson Arnold – yes.

Approved 9-0.

Motion carried.

#### Communications and Petitions

None

#### Introduction and Adoption of Ordinances/Public Hearings

- A. 2013 Sidewalk Special Assessment (Public Hearing). City Manager Brown stated that on July 22, 2013 the Board of Special Assessors met, reviewed the rolls and certified them as being accurate. City Manager Brown noted that at a public hearing conducted on August 5, 2013, Donald Fowler, 30 Charles Street presented pictures of recent improvements to the sidewalk at that location which were made at his expense. DPS Director Keith Richard stated at the time that this portion of the sidewalk would be included in the sidewalk project for the purpose of consistency with the adjacent sidewalks, not out of necessity. City Manager Brown requested Council consider a revised special assessment roll for Special Assessment District 2013-03 reflecting this with the City assuming 100% of the costs of that portion of the assessment.

Mayor Moon opened the public hearing for public comment.

Richard Alvarez, 38 Lynwood, questioned if the proposed cost of construction was likely to increase. City Manager Brown stated the engineer informed her that bids came in low. City Assessor Kim Thomas stated there is a 10% contingency on the proposal.

With no more public comment, Mayor Moon closed the public hearing and opened the floor for Council comment. Council had brief discussion regarding the diversion of cost for sidewalk replacement at 30 Charles Street.

Motion by Councilperson Brown, Supported by Councilperson Sullivan, to amend Sidewalk District 2013-03 removing the cost of replacement at 30 Charles Street and the City assume cost at 100%. Roll call: Councilpersons Brown – yes; Kinney – yes; Sessions – yes; Sullivan – yes; Watkins – yes; Wolfram – yes; Mayor Moon – yes; Councilpersons Arnold – yes; Bail – yes.

Approved 9-0.

Motion carried.

Motion by Councilperson Watkins, supported by Councilperson Sessions, to adopt Resolution #3147, Sidewalk Special Assessment District 2013-01. Roll call: Councilpersons Kinney – yes; Sessions – yes; Sullivan – yes; Watkins – yes; Wolfram – yes; Mayor Moon – yes; Councilpersons Arnold – yes; Bail – yes; Brown – yes.

Approved 9-0.

Motion carried.

Motion by Councilperson Sessions, supported by Councilperson Arnold, to adopt Resolution #3148, Sidewalk Special Assessment District 2013-02. Roll call: Councilpersons Session – yes; Sullivan – yes; Watkins – yes; Wolfram – yes; Mayor Moon – yes; Councilpersons Arnold – yes; Bail – yes; Brown – yes; Kinney – yes.

Approved 9-0.

Motion carried.

Motion by Councilperson Sullivan, supported by Councilperson Sessions, to adopt Resolution #3149, Sidewalk Special Assessment District 2013-03. Roll call:

Councilpersons Sullivan – yes; Watkins – yes; Wolfram – yes; Mayor Moon – yes; Councilpersons Arnold – yes; Bail – yes; Brown – yes; Kinney – yes; Sessions – yes.

Approved 9-0.

Motion carried.

#### Unfinished Business

- A. Local Streets Maintenance.
- B. Code Enforcement. Councilperson Watkins emphasized his disappointment in how code enforcement is being approached.

#### Old Business

None

#### New Business

- A. BS&A Financial Software Upgrade. City Manager Brown reported that she received a memo from Finance Director Bonnie Tew regarding the necessity for financial software. Council was presented with an overview of the capabilities of the upgrade to the BS&A software already in use by some of the other departments. The overview also included a breakdown of the total cost plus annual support costs.

Motion by Councilperson Kinney, supported by Councilperson Wolfram, waive the bid process, approve the BS&A Licensing Agreement and authorize the Mayor and Clerk to sign on behalf of the City. Roll call: Councilpersons Sullivan – yes; Watkins – yes; Wolfram – yes; Mayor Moon – yes; Councilpersons Arnold – yes; Bail – yes; Brown – yes; Kinney – yes; Sessions – yes.

Approved 9-0.

Motion carried.

- B. Hillsdale Community Schools Agreement. City Manager Linda Brown stated that the City and Hillsdale Community Schools have a collaborative agreement for use of facilities to effectively conduct various recreational programs. The school has requested that it be allowed to install a permanent scoreboard at Fields of Dreams. The school would bear the entire cost of purchasing and installation. Use of the scoreboard by other groups would be allowed by agreement between the school and proposed user, however; the City would be able to utilize the scoreboard as well.

Motion by Councilperson Arnold, supported by Councilperson Sullivan, to authorize signatures by the Mayor and Deputy Clerk upon receipt of an agreement from the City Attorney's office. Roll call: Councilpersons Watkins – yes; Wolfram – yes; Mayor Moon – yes; Councilpersons Arnold – yes; Bail – yes; Brown – yes; Kinney – yes; Sessions – yes; Sullivan – yes.

Approved 9-0.

Motion carried.

- C. Location for Brewer License. City Manager Linda Brown reported that Zoning Administrator, Kyle Smith, has been approached regarding the potential location of a brewpub at the site of what was known as the Victorian Rose on N. Hillsdale St. Mr. Smith reported to City Manager Brown that he had spoken with Liquor Control and it was confirmed that council's approval of the location be made prior to the application being submitted. Mr. Smith and the applicants received questions from Council regarding various zoning issues and business operations.

Motion by Councilperson Arnold, supported by Councilperson Watkins, to approve the location subject to any other requirements of Liquor Control and that the approval is for the proposed site only; not the advisability of granting the license to the applicant. Roll call: Mayor Moon – yes; Councilpersons Arnold – yes; Bail – yes; Brown – yes; Kinney – yes; Sessions – yes; Sullivan – yes; Watkins – yes; Wolfram – yes.

Approved 9-0.

Motion carried.

**Miscellaneous**

- A. Appointments. Mayor Moon asked for Council approval for reappointment of John Spiteri and Kathy Newell to TIFA Board both with terms expiring July, 2017.

Motion by Councilperson Watkins, supported by Councilperson Sullivan, to reappointment John Spiteri and Kathy Newell to TIFA with terms expiring July, 2017.

All ayes.

Motion carried.

**General Public Comment**

Zoning Administrator Kyle Smith approached Council with notice that appointments on various boards/commissions are coming up for consideration and would appreciate suggestions.

**Council Comment**

Councilperson Sullivan and Wolfram gave dates of upcoming events and happenings in the City and surrounding areas.

**Adjournment**

Motion by Councilmember Arnold, seconded by Councilmember Sessions, to adjourn.

Motion carried.

8:15 p.m.

---

Douglas Moon, Mayor

---

Michelle Loren, Deputy Clerk



# **City of Hillsdale**

## **Agenda Item Summary**

**Meeting Date:** September 3, 2013

**Agenda Item #10:** Unfinished Business – A. Storm Water Issues

### **BACKGROUND:**

As you know, a resident on Ellen Street has experienced storm water issues recently. In an attempt to assist in correcting the problem, DPS Director Keith Richard requested the City Engineer to prepare a plan and provide costs estimates for the attempted correction. I have attached a copy of the plan and estimate for your reference.

The proposed plan would provide for the removal of the 12” pipe and installation of an 18” pipe at the storm structure located on Ellen Street down to the intersection with Marion and west to the structure at on Marion (indicated by a line delineating the boundaries of Phase 1 and Phase 2) where it would then go back into a 12” pipe. In other words, the problem would simply be moved further down the street. This phase as identified is estimated to cost approximately \$70,755.00.

The second phase of construction as proposed would include installation of a 24” pipe at the structure which would be directed west and then south to the outfall. This phase is estimated at approximately \$39,210.00.

However, after the initial plan was prepared, DPS Director Keith Richard requested that the pipe coming from the Marion and Ellen Street intersection be upsized again to 24” and the pipe for the second phase be upsized to 30”. Matt Taylor indicated that while this will add more cost, it is not a real significant increase in cost.

After receipt of the information and knowing that the budget does not include funding for that type of investment, I met with the City Engineer to discuss alternatives. During that discussion, Matt suggested that perhaps before making a major investment, consideration should be given to restricting the pipe at Riverdale to slow the water at that point. When I asked what the impact of that would be for State Street, he said that the impact on State Street would be no greater than existed prior to the reconstruction.

Both Mr. Taylor and I have traversed State Street for 30+ years and neither of us recalls any storm water issues on that street.

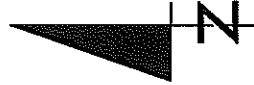
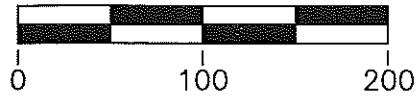
I inquired what placing the restrictor would cost and he indicated it would be approximately \$500 in concrete and a couple of DPS workers for a day. However, upon speaking with the DPS foreman, I learned that the department has not been trained in working in confined spaces for several years and he was not sure the equipment which they have is still acceptable. I then discussed it with Matt again and he estimated approximately \$2,000 to have a contractor do the work.

**RECOMMENDATION:**

I am providing this information to you for information purposes and will be requesting that Mr. Taylor secure proposals for the work as soon as possible. Any contract will, of course, be brought back to Council for approval. While this is not the preferred method of Keith Richard for addressing the issue, I feel it is worth a try inasmuch as the money needed to complete the proposed plan (approximately \$110,000 plus any additional costs for upsizing pipes) is simply not in this year's budget.

- 18"r — — — — EXISTING STORM SEW
- 18"R — ● — — — PROPOSED STORM S
- 12"R — ■ — — — PROPOSED STORM S

SCALE: 1" = 100'



**ANTICIPATED CONSTRUCTION QUANTITIES, PH**

422	Syd	Pav,t Rem
1	Ea	Tree, Rem, 19 inch to 36 in
417	Ft	Sewer, Rem, Less than 24 in
5	Ea	Dr Structure, Rem
321	Ft	Curb and Gutter, Rem
120	Ton	Aggregate Base
32	Ft	Sewer, CL A, 12 inch, Tr Det
385	Ft	Sewer, CL A, 18 inch, Tr Det
2	Ea	Dr Structure, 24 inch dia
1	Ea	Dr Structure, 48 inch dia
1	Ea	Dr Structure, 60 inch dia
1	Ea	Dr Structure, Tap, 18 inch
3	Ea	Dr Structure Cover, Type K
1	Ea	Dr Structure Cover, Type B
84	Ton	HMA, 13A
40	Syd	Driveway, Nonreinf Conc, 6 in
321	Ft	Curb and Gutter, Conc, Det

**ANTICIPATED CONSTRUCTION QUANTITIES, PH**

60	Syd	Pav,t Rem
7	Ea	Tree, Rem, 19 inch to 36 in
35	Ft	Curb and Gutter, Rem
2	Ea	Sewer Bulkhead, 12 inch
105	Ft	Sewer, CL A, 24 inch, Tr D
366	Ft	Sewer, CL A, 24 inch, Tr D
1	Ea	Culv End Sect, 24 inch
2	Ea	Dr Structure, 60 inch dia
2	Ea	Dr Structure Cover, Type B
15	Ton	HMA, 13A
35	Ft	Curb and Gutter, Conc, Det
25	Syd	Rip

**NOTES:**

1. GREENBELT RESTORATION BY CITY FORC
2. ANY WATER SERVICE CONFLICTS AND NI  
MODIFICATIONS ASSUMED TO BE PERFOR  
BPU FORCES

INSTALL 240 ft 24" PIPE

NEW 24" DIA.  
OUTFALL

H-5A

149 Lewis Street  
P.O. Box 202  
Hillsdale, Michigan 48202  
Phone: (917) 437-4285  
Fax: (917) 437-4244

**MTE**  
PROFESSIONAL  
ENGINEERING  
SERVICES

CLIENT  
City of Hillsdale  
97 N. Broad St  
Hillsdale, MI 49242

CITY OF HILLSDALE  
ELLEN & MARION ST  
STORM SEWER IMPROVEMENT CONCEPT

DATE: 08-14-13  
SHEET 1 OF 1

JOB No. 01301

DESIGNED:	
CHECKED:	
DATE:	
BY:	
YEAR:	



# CITY OF HILLSDALE, Ellen & Marion St Storm Sewer Improvement Concept Engineer's Opinion of Costs

**Project Number:** 99999  
**Estimate Number:** 1  
**Project Type:** Miscellaneous  
**Location:** City of Hillsdale

**Project Engineer:** Matt Taylor  
**Date Created:** 8/14/2013  
**Fed/State #:**  
**Fed Item:**  
**Control Section:**

**Description:** Conceptual plan for Ellen Street and Marion Street Storm Sewer Improvement Concept

Line	Breakdown ID	Pay Item	Description	Quantity	Units	Unit Price	Total
0001	1500001	Mobilization, Max. ____		1.00	LS	\$3,000.00	\$3,000.00
0002	2020002	Tree, Rem, 19 inch to 36 inch		1.00	Ea	\$600.00	\$600.00
0003	2030011	Dr Structure, Rem		5.00	Ea	\$450.00	\$2,250.00
0004	2030015	Sewer, Rem, Less than 24 inch		417.00	Ft	\$6.50	\$2,710.50
0005	2040020	Curb and Gutter, Rem		321.00	Ft	\$5.50	\$1,765.50
0006	2040050	Pavt, Rem		422.00	Syd	\$11.00	\$4,642.00
0007	3020001	Aggregate Base		120.00	Ton	\$25.00	\$3,000.00
0008	4020033	Sewer, Cl A, 12 inch, Tr Det B		32.00	Ft	\$38.00	\$1,216.00
0009	4020035	Sewer, Cl A, 18 inch, Tr Det B		385.00	Ft	\$44.00	\$16,940.00
0010	4030010	Dr Structure Cover, Type B		1.00	Ea	\$475.00	\$475.00
0011	4030050	Dr Structure Cover, Type K		3.00	Ea	\$600.00	\$1,800.00
0012	4030200	Dr Structure, 24 inch dia		2.00	Ea	\$1,800.00	\$3,600.00
0013	4030210	Dr Structure, 48 inch dia		1.00	Ea	\$2,200.00	\$2,200.00
0014	4030220	Dr Structure, 60 inch dia		1.00	Ea	\$2,400.00	\$2,400.00

**Category:** 0001 Phase 1

Line	Breakdown ID	Pay Item	Description	Quantity	Units	Unit Price	Total
0015		4030318	Dr Structure, Tap, 18 inch	1.00	Ea	\$375.00	\$375.00
0016		5010033	HMA, 13A	84.00	Ton	\$90.00	\$7,560.00
0017		8010005	Driveway, Nonreinf Conc, 6 inch	42.00	Syd	\$42.00	\$1,764.00
0018		8020038	Curb and Gutter, Conc, Det F4	321.00	Ft	\$17.00	\$5,457.00
0019		8507060	_ Contingency, 15%	9,000.00	Dir	\$1.00	\$9,000.00
<b>Category 0001 Total: \$70,755.00</b>							

**Category: 0002 Phase 2**

0020		1500001	Mobilization, Max. _____	1.00	LS	\$2,000.00	\$2,000.00
0021		2020002	Tree, Rem, 19 inch to 36 inch	7.00	Ea	\$550.00	\$3,850.00
0022		2040020	Curb and Gutter, Rem	35.00	Ft	\$10.00	\$350.00
0023		2040050	Pavt, Rem	60.00	Syd	\$15.00	\$900.00
0024		4010024	Culv End Sect, 24 inch	1.00	Ea	\$750.00	\$750.00
0025		4020007	Sewer, C/A, 24 inch, Tr Det A	366.00	Ft	\$35.00	\$12,810.00
0026		4020036	Sewer, C/A, 24 inch, Tr Det B	105.00	Ft	\$45.00	\$4,725.00
0027		4021230	Sewer Bulkhead, 12 inch	2.00	Ea	\$350.00	\$700.00
0028		4030010	Dr Structure Cover, Type B	2.00	Ea	\$475.00	\$950.00
0029		4030220	Dr Structure, 60 inch dia	2.00	Ea	\$2,400.00	\$4,800.00
0030		5010033	HMA, 13A	15.00	Ton	\$85.00	\$1,275.00
0031		8020038	Curb and Gutter, Conc, Det F4	35.00	Ft	\$20.00	\$700.00
0032		8130010	Riprap, Plain	25.00	Syd	\$36.00	\$900.00
0033		8507060	_ Contingency, 15%	4,500.00	Dir	\$1.00	\$4,500.00

Line	Breakdown ID	Pay Item	Description	Quantity	Units	Unit Price	Total
							Category 0002 Total: \$39,210.00
							<b>Estimate Total: \$109,965.00</b>





# City of Hillsdale Agenda Item Summary

**Meeting Date:** September 3, 2013

**Agenda Item #10:** New Business – A – Award of Contract for Tree and Stump Removal

**BACKGROUND:**

Bids were recently received to provide tree and stump removal services. I have attached the Bid Summary sheet prepared by the Forester which indicates the names of the bidders and the bid amounts. It also contains the Forester's recommendation to award the bid to the low bidder Ultimate Lawn Care & Tree Service for the amount of \$13,000.00. A copy of the proposed contract approved by the City Attorney is also attached.

**RECOMMENDATION:**

I recommend that Council award the bid to the low bidder, Ultimate Lawn Care & Tree Service in the amount of \$13,000 and authorize the Mayor and Deputy Clerk' signatures on the contract.

**FISCAL IMPACT:**

The bid is under the budgeted amount of \$21,500 for this service.



# CITY OF HILLSDALE

## STANDARD BID INFORMATION FORM

**DEPARTMENT:** Department of Public Services

**PROJECT:** 2013 Tree and Stump Removal

**DESCRIPTION:** Tree and Stump Removal

**DATE OF BID OPENING:** Thursday, 8/22/2013 **BID EXPIRATION DATE:** 9/22/2013

**NUMBER OF BIDDERS:** 4 **LOW BID AMOUNT:** \$13,000

**LIST OF BIDDERS** **BID AMOUNT:**

Wickham Tree Service	\$13,650
Lonnie's Hauling & Tree Service	\$17,150
Johnny's Tree Service	\$13,250
Ultimate Lawn Care & Tree Service	\$13,000

**HOW AND WHERE ADVERTISED:** Hillsdale Daily News & on City Web Site

**LIST OF BIDDERS CONTACTED DIRECTLY:**

American Electric Power	Southern Michigan Tree Service
Wickham Tree Service	Ultimate Lawn Care & Tree Service
Johnny's Tree Service	Lonnie's Hauling & Tree Service

**DEPARTMENT RECOMMENDATION:**

I recommend the bid be awarded to the low bidder, in the amount of \$13,000 to Ultimate Lawn Care & Tree Service. Ultimate Lawn Care & Tree Service is a local tree removal and trimming company and all references have been verified.

**BUDGETED AMOUNT:** \$21,500

**BID VARIANCE:**

**CITY OF HILLSDALE**  
**Tree and Stump Removal Contract**

**Preamble**

The City of Hillsdale, Michigan, a Michigan municipal corporation, (Hillsdale), has as a part of its services to the general public, the responsibility of maintaining its City forest. Hillsdale's efforts in this regard include, but are not limited to, the care and planting, trimming and removal of trees within the City of Hillsdale. In an effort to reduce its operational costs and to improve its services to the general public, Hillsdale has solicited and received sealed, competitive bids from contractors who provide tree and stump removal services on a commercial basis. As a result of said solicitation Ultimate Lawn Care & Tree Service of 4246 W. Hasting Lake Rd Jonesville, MI 49250 (the Contractor) has submitted and been awarded a contract to perform tree and stump removal in Hillsdale's public areas as identified in Attachment A in accordance with the terms and provisions of the bid specifications contained therein and this agreement.

**A. General Terms**

(1) In consideration of the payments to be made to the Contractor pursuant to this contract, Contractor agrees to and shall provide tree and stump removal services to Hillsdale, as hereinafter identified and provided.

(2) The tree and stump removal services Contractor is to provide to Hillsdale shall, in addition to actual tree and stump removal services, include all labor, materials, supplies and services as are necessary to provide and complete the services contemplated by this agreement, all of which shall be provided and maintained at Contractor's sole expense.

(3) All work that Contractor performs under this contract shall be performed in a timely and workmanlike manner with minimal disturbance to persons or property.

(4) Contractor shall be solely responsible for the repair and restoration of any damage caused by it and/or its employees, servants or agents to private or public property, whether real or personal, at its sole expense except that Hillsdale shall be responsible for backfilling and seeding the terraces where stumps have been removed. In the event the Contractor fails to make such repair and/or restoration, Hillsdale may perform such repair and/or restoration and the cost thereof shall be invoiced to the Contractor or deducted from the payment due under this contract to the Contractor.

(5) Contractor shall not block or obstruct any public street in the performance of its obligations under this contract unless prior arrangements have been made with and written permission obtained from Hillsdale's Department of Public Services. Traffic control in all such circumstances shall be the sole responsibility of the Contractor and shall be accomplished in conformance with all applicable state, county and local statutes, ordinances, highway codes, rules, requirements and regulations.

(6) Contractor shall notify Hillsdale's Department of Public Services as to the location of its crews at the beginning of every day they are performing any work on Hillsdale's property.

(7) It shall be the Contractor's sole responsibility to immediately notify the appropriate utility companies of any potential hazard encountered.

(8) The list of trees scheduled for removal is attached as Attachment A. Hillsdale has marked all trees to be removed with an orange dot. All trees to be removed were measured at DBH (diameter at breast height [4.5 feet]). Contractor acknowledges having verified the sizes of the listed trees. It is further agreed and understood that in the event of storm or the discovery of other damage or previously undetected disease to trees other than those listed in the attached Attachment A, Hillsdale may substitute and designate not more than 15 trees of such damaged or diseased trees for removal in the place and stead of a similar number of trees listed in the attached list; provided, that the substitution will not result in either an increase or decrease in the compensation to be paid to Contractor under this contract without the prior written consent of the parties.

(9) Hillsdale reserves the right to designate the location and the order in which trees are to be removed so as to reduce the impact on or interruption of traffic and other work/projects.

(10) Work shall commence not later than fifteen (15) calendar days from the date of execution of this contract and shall be completed within fifteen (15) business days after starting unless Hillsdale grants an extension of time to complete the work in writing.

#### **B. Qualifications**

(1) Contractor represents that it is a valid Michigan corporation that is and has consistently been actively engaged in the field of tree and stump removal through the present time. Contractor further represents that it possesses the skill, experience, competence and financial ability to carry out and fulfill all of its duties and obligations under this contract in a timely and workmanlike manner.

(2) Contractor further represents and covenants that it shall not discriminate against any employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, height, weight, marital status or other legally protected status. It is understood and agreed by and between the parties that breach of this covenant may be regarded as a material breach of this contract.

(3) All persons that the Contractor employs during the term of this contract who are assigned to perform any of the services to Hillsdale as are contemplated herein shall be properly trained in tree and stump removal and shall be properly supervised by the Contractor to assure that their work is performed in a professional and workmanlike manner.

(4) Contractor shall perform all work under this contract with minimal disturbance to or interference with the general public and/or the use and enjoyment of public and private property in the area.

### C. Specific Tree and Stump Removal Requirements

- (1) Trees shall be removed to ground level.
- (2) Stumps, including the root flares, shall be completely ground out to a depth of six (6) inches below the average or finished grade of the terrace.
- (3) Only "clean" wood chips free from excess dirt, twigs, brush or other debris/garbage may be deposited and accepted at the dumpsite Hillsdale designates.
- (4) Contractor shall properly barricade all wood, wood chips and associated debris left on the work site during its performance of this contract and shall remove it from the site within forty-eight (48) hours of its being cut.
- (5) Contractor shall be responsible for promptly undertaking and completing the final cleanup of all trees, stumps, resulting tree tops, limbs, wood chips, stump chips, other tree parts and associated debris to Hillsdale's satisfaction within fifteen (15) business days after starting unless Hillsdale grants an extension of time to complete the work in writing.

### D. Insurance and Indemnity

- (1) Contractor shall carry public liability and property damage insurance with coverage and limits of liability that are satisfactory to Hillsdale; provided that the limits of liability shall not be not less than Five Hundred Thousand and 00/100 (\$500,000.00) Dollars, with Hillsdale designated therein as a named insured. Contractor shall provide proof thereof to Hillsdale prior to the commencement of any work under this contract.
- (2) Contractor shall carry and provide all workers compensation insurance coverage for its employees as is required by the laws of the State of Michigan and provide proof thereof to Hillsdale prior to the commencement of any work under this contract.
- (3) Contractor further agrees to and shall defend, indemnify and hold Hillsdale harmless from any and all damages, claims, demands, causes of action, lawsuits, attorney fees and related expenses, as a result of actual or claimed personal injury, including death, property damage or other damage or loss of any kind or nature which are or are claimed to be a proximate result of the negligence, gross negligence or intentional acts or omissions of the Contractor, its agents, servants and/or employees, or any other person, or which otherwise arise or are claimed to have arisen out of the use of any equipment or the performance of any work under this contract by or at the direction of the Contractor, its agents, servants and/or employees, or any other person, whether or not such damages or injuries, including death, are caused in part by the negligence of Hillsdale, its employees, agents, servants, or representatives; provided, however, that the Contractor shall not be obligated to indemnify Hillsdale for any damages or injuries, including death, caused by or resulting from the sole negligence of Hillsdale.

### E. Payment

- (1) Hillsdale agrees to and shall pay Contractor for its services under this contract, subject to and dependent on the Contractor's compliance with and fulfillment of all

of its covenants and promises to Hillsdale hereunder, the total contract price of \$13,000 Dollars, which the parties agree includes all Michigan sales and use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Revenue.

(2) Contractor shall submit weekly invoices covering work completed during the preceding week for review and payment approval.

(3) Upon receipt Hillsdale's forester shall inspect the work and, if determined to be satisfactory, shall authorize payment of the invoice in the ordinary course of business.

#### F. Independent Contractor

(1) It is further agreed and acknowledged by the parties that Contractor is an independent contractor and that neither it nor any of its employees, agents, servants or representatives are employees of Hillsdale.

(2) It is further agreed that Contractor is solely responsible for the management, direction, scheduling, oversight, discipline, training and compensation of its employees and the work they perform, as well as for the provision of all tools, equipment and supplies required to fulfill the Contractor obligations under this contract.

#### G. Entire Agreement

(1) This contract, together with the bid specifications and bidding instructions, and bid submitted by Contractor, constitutes the entire agreement between the parties and supersedes and merges all prior representations into its terms.

(2) The parties acknowledge that there are no other representations, inducements, promises or agreements between them, whether oral or written.

(3) In case of conflict between this contract and the bid specifications, bidding instructions and/or the tree and stump removal bid submitted by the Contractor or any other claimed agreement, representation, inducement, promise or agreement, the terms and provisions of this contract shall control and be binding upon the parties.

(4) Contractor acknowledges and agrees that all documents that it has provided or hereafter provides to Hillsdale in connection with or regarding its bid, this contract, its performance and compensation are subject to disclosure under an order or subpoena from a court or tribunal, or in response to a request under the Freedom of Information Act or other applicable law, and Contractor hereby expressly consents to the City's reproduction and release of such documents, in whole or in part, in response to any such order or request.

#### H. Termination

(1) Hillsdale may terminate this contract without further obligation or liability to Contractor at its option and without prejudice to any other remedies to which it might be entitled, whether in law, in equity, under this contract, or otherwise, by giving written notice of termination to Contractor if the latter should:

- (a) be adjudged bankrupt;
- (b) become insolvent or have a receiver of its assets appointed;
- (c) make a general assignment for the benefit of creditors;
- (d) default in the performance of any obligation under this contract;
- (e) breach any covenant under this contract;
- (f) institute or suffer to be instituted any procedures for reorganization of its affairs;
- (g) fail to perform any of its obligations to Hillsdale under this contract to Hillsdale's satisfaction.

Notice of termination pursuant to the forgoing provisions shall be provided to Contractor in writing and shall be delivered by ordinary first class mail or personal service.

If Contractor fails to complete this contract within the specified time or due to any of the reasons listed above and Hillsdale terminates the contract and retains a new contractor to complete the work that this contract contemplates, Contractor shall be liable to and shall reimburse Hillsdale for the difference in the price between the newly acquired contractor's bid price and the Contractor bid price.

IN WITNESS WHEREOF the parties have set their hands and seal this 3<sup>rd</sup> day of September, 2013.

Signed in the presence of:

\_\_\_\_\_  
 \_\_\_\_\_

Signed in the presence of:

\_\_\_\_\_  
 \_\_\_\_\_

CONTRACTOR

By \_\_\_\_\_  
 David Stidham, Its Owner  
 Ultimate Lawn Care & Tree Service

CITY OF HILLSDALE

By \_\_\_\_\_  
 Douglas Moon, Its Mayor

By \_\_\_\_\_  
 Michelle Loren, Its Deputy City Clerk



Attachment "A"

Tree and Stump Removal List

\*Bid price to include both the removal of the existing tree and removal of the stump.

Location	Species	Diameter	Amount
1. Waterworks Park	Sugar Maple	14.0 inch	175 <sup>00</sup>
2. Owens Park	American Elm	30.0 inch	1025 <sup>00</sup>
3. Sandy Beach Park	Willow	42.0 inch	1275 <sup>00</sup>
4. Lakeview Cemetery	Norway Spruce	29.0 inch	375 <sup>00</sup>
5. Stocks Park	Norway Spruce	21.0 inch	275 <sup>00</sup>
6. Stocks Park	Boxelder	29.0 inch	325 <sup>00</sup>
7. 72 S. West St	Sugar Maple	30.0 inch	475 <sup>00</sup>
8. 62 Barry St	Norway Maple	34.0 inch	525 <sup>00</sup>
9. 85 E. South St	Norway Maple	24.0 inch	375 <sup>00</sup>
10. 100 S. Manning St	Sugar Maple	25.0 inch	375 <sup>00</sup>
11. 147 S. Manning St	Catalpa	26.0 inch	575 <sup>00</sup>
12. 48 Reading Ave	Sugar Maple	28.0 inch	525 <sup>00</sup>
13. 30 S. Norwood St	Norway Maple	19.0 inch	275 <sup>00</sup>
14. 30 N. West St	Norway Maple	23.0 inch	325 <sup>00</sup>
15. 40 N. Norwood St	Norway Maple	23.0 inch	325 <sup>00</sup>
16. 81 N. West St	Silver Maple	22.0 inch	325 <sup>00</sup>
17. 81 N. West St	Silver Maple	24.0 inch	375 <sup>00</sup>
18. 185 W. Fayette St	Sugar Maple	31.0 inch	825 <sup>00</sup>
19. 230 N. Manning St	Sugar Maple	23.0 inch	325 <sup>00</sup>
20. 100 Park St	Silver Maple	38.0 inch	525 <sup>00</sup>
21. 361 N. West St	Sugar Maple	28.0 inch	625 <sup>00</sup>
22. Oak Grove Cemetery	Blue Spruce	18.0 inch	325 <sup>00</sup>
23. Oak Grove Cemetery	Silver Maple	25.0 inch	385 <sup>00</sup>
24. 322 N. Hillsdale St	Norway Maple	20.0 inch	325 <sup>00</sup>
25. 365 N. Hillsdale St	Silver Maple	28.0 inch	525 <sup>00</sup>
26. 107 Lombard St	Silver Maple	23.0 inch	400 <sup>00</sup>
27. 171 State St	Silver Maple	26.0 inch	475 <sup>00</sup>

Total = 13,000<sup>00</sup> ✓

## DESCRIPTION OF PROJECT AND PROJECT SPECIFICATIONS

### GENERAL

This is a request for bids. The project for which bids are sought involves cutting down the trees within the City. The trees and stumps to be removed are identified in Attachment A; provided, however, that in the event of the discovery of other damage from a storm, previously undetected disease, or otherwise, to trees other than those listed in the attached Attachment A, the City may substitute and designate not more than 15 trees of such damaged or diseased trees and their stumps for removal in the place and stead of a similar number of trees and stumps listed in Attachment A. The substitution shall not result in either an increase or decrease in the compensation to be paid to Contractor under the contract without the prior written consent of the parties. The successful bidder shall cut down, remove and properly dispose of all of the trees and all resulting stumps tree tops, limbs and other tree parts, residue and debris. The successful bidder shall restore the City's real estate to a condition that is at least as good as existed prior to the commencement of work, free of ruts, gouges or accumulations of any kind or nature.

A copy of the Advertisement for Bids and a copy of the form of the contract that the successful bidder will be required to enter with the City are furnished with these specifications. All bids shall be submitted in a sealed envelope on the attached form to which shall be attached copies of Advertisement for Bids, these specifications, and referenced contract form containing the terms and conditions of the contract to be entered, which the bidder shall be deemed to have read and approved and made a part of the bidder's proposal.

The bid, if personally delivered, shall be submitted in a sealed envelope. The outside of the envelope shall be plainly marked with the words "Bid for Tree and Stump Removal." The outside of the envelope shall also set forth the name and address of the bidder. If sent by mail, the bid shall be enclosed in a separate sealed envelope, marked as above, not more than one bid for the same project from an individual, partnership or corporation will be considered.

### SPECIFICATION – Removal of All Trees, Stumps and Resulting Debris; Restoration of Property

The work contemplated shall consist of the cutting and removal of all trees to ground level; removal of stumps including the root flares which shall be completely ground out to a depth of six (6) inches below the average or finished grade of the terrace; the removal and proper disposition of all resulting tree tops, limbs and other tree parts, residue and debris; and the restoration of the City's real estate to a condition that is at least as good as existed prior to the commencement of work, free of ruts, gouges or accumulations of any kind or nature.

Only "clean" wood chips free from excess dirt, twigs, brush or other debris/garbage may be deposited in and will be accepted at the dumpsite designated by Hillsdale.

Any wood left on site shall be properly barricaded and removed within forty-eight (48) hours.

**SPECIFICATION – Sequence of Work; Completion Time**

The work contemplated shall be accomplished in the following sequence, which shall be strictly adhered to as a material condition of the proper performance of the contract between the parties:

A. Work shall be commenced within fifteen (15) calendar days after execution of the contract.

B. All trees, stumps and the resulting tree tops, limbs and other tree parts, residue and debris shall be cut down and removed from and all cleanup completed to the satisfaction of the City within fifteen (15) business days following the execution of the contract by the last of the parties to sign, unless an extension in writing is granted by the City of Hillsdale.

**SPECIFICATION – Permits and Codes**

The successful bidder shall be responsible for obtaining all necessary permits and licenses at the bidder's sole expense, and to fully comply with all applicable statutes, ordinance, rule and regulations.

**SPECIFICATION – Taxes**

The successful bidder shall be deemed to have included in his, her or its bid proposal and contract price all Michigan sales and use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Revenue.

**SPECIFICATION – Insurance and Indemnity**

(1) The successful bidder shall carry public liability and property damage insurance with limits of liability of not less than Five Hundred Thousand and 00/100 (\$500,000.00) Dollars first dollar coverage, with Hillsdale designated therein as a named insured; and provide proof thereof to Hillsdale prior to the commencement of any of the contemplated work;

(2) The successful bidder shall carry and provide all workers compensation insurance coverage for its employees as is required by the laws of the State of Michigan and provide proof thereof to Hillsdale prior to the commencement of any work under this contract and provide proof thereof to Hillsdale prior to commencement of any of the contemplated work;

(3) The successful bidder shall defend, indemnify and hold Hillsdale harmless from any and all damages, claims, demands, causes of action, lawsuits, attorney fees and related expenses, as a result of actual or claimed personal injury, including death, property damage or other damage or loss of any kind or nature which are or are claimed to be a proximate result of the negligence, gross negligence or intentional acts or omissions of the successful bidder, his, her or its agents, servants and/or employees, or any other person, or which otherwise arise or are claimed to have arisen out of the use of any equipment or the performance of any work under this contract by or at the direction of the successful bidder, his, her or its agents, servants and/or employees, or any other person, whether or not such damages or injuries, including death, are caused in part by the negligence of Hillsdale, its employees, agents, servants, or representatives; provided, however, that contractor shall not be obligated to indemnify Hillsdale for any damages or injuries, including death, caused by or resulting from the sole negligence of Hillsdale.

**SPECIFICATION – Contract**

The successful bidder shall be required to execute the attached contract before commencing any work and to thereafter fully comply with all of its terms and conditions, whether referenced specifically herein or not, it being understood that each of the contract's terms and conditions is incorporated herein by reference.

**CITY OF HILLSDALE, MICHIGAN**  
**ADVERTISEMENT FOR BIDS**  
**For**  
**Tree and Stump Removal**

The City of Hillsdale will receive sealed proposals at the Office of the City Clerk, Hillsdale City Hall, 97 N. Broad Street, Hillsdale, Michigan 49242 until 10:00 a.m. on Thursday, August 22<sup>nd</sup>, 2013 for cutting down, remove and properly dispose of all of the trees and all resulting stumps, tree tops, limbs and other tree parts, residue and debris of certain identified trees.

Information regarding the project, a copy of the specifications applicable to this project and the form of the contract that is to be entered pursuant to this advertisement is available at the Office of the Hillsdale City Clerk, Hillsdale City Hall, 97 N. Broad Street, Hillsdale, Michigan 49242. The proposal, when submitted, shall have attached to it a copy of the specifications applicable to this project and the form of the contract that is to be entered, which shall be deemed to have been read and approved and made a part of the bidder's proposal.

No proposal will be accepted after the time designated for the receipt of proposals set forth above. Each bidder shall and will be fully and solely responsible for delivery of the proposal prior to the appointed date and hour designated for the receipt of all proposals, and shall assume the risk of late delivery or non-delivery regardless of the manner the bidder employs for the proposal's delivery or the reason for such late delivery or non-delivery.

The City of Hillsdale reserves the right to reject any and all proposals and to waive any defects or informalities in proposals, to accept the bid that it determines to be the lowest competitive bid from a competent bidder meeting specifications and to negotiate with the bidder or bidders who, in the judgment of the Hillsdale City Manager, are deemed the most advantageous for the public and the City.

The City of Hillsdale hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids to this invitation and will not be discriminated against on grounds of sex, race, color, age, weight, height, marital status, religion or national origin in the consideration for an award.

Date: August 14, 2013

  
Michelle Loren – Deputy City Clerk

BID PROPOSAL

Name of Contractor: Ultimate Lawn Care & Tree Service

Address of Contractor: 4246 W. Hastings Lk Rd Jonesville MT 49250

Project: Tree and Stump Removal as Identified in Attachment A

Total Bid Amount: \$ 13,000<sup>00</sup>

Optional pricing for possible additional tree & stump removals:

6" to 18" <u>\$ 70<sup>00</sup> to 325<sup>00</sup></u>	31" to 36" <u>\$ 725<sup>00</sup> to 925<sup>00</sup></u>
19" to 30" <u>\$ 350<sup>00</sup> to 700<sup>00</sup></u>	37" and over <u>\$ 925<sup>00</sup> to 1500<sup>00</sup></u>

The above bid includes and contemplates the removal and proper disposition of all trees and stumps and all resulting tree tops, tree limbs, wood chips and other associated debris and the restoration of the Property to at least as good a condition as existed prior to the commencement of work, all in compliance with and subject to the terms and conditions set forth in the Advertisement for Bids and Description of Project and Project Specifications, the form of Contract to be signed, copies of which are attached, and this Bid Proposal.

Submitted by: Daniel Stutman

Title (if a Partnership, Limited Liability Company or Corporation) owner

Street Address: 4246 W. Hastings Lk Rd

City, State and Zip Jonesville MT 49250

Telephone No: (517) 877-0335

Tax I.D. Number: 386-80-0835

SIGNATURE: Daniel Stutman

# **City of Hillsdale Agenda Item Summary**

**Meeting Date: September 3, 2013**

**Agenda Item #10: New Business – B – Award of Bid for Sidewalk Special Assessment Districts 2013-01 and 2013-02**

## **BACKGROUND:**

Bids were recently solicited and received bids to construct the sidewalks in Special Assessment Districts 2013-01 and 2013-02 for the Lynwood and Manning Street sidewalks. I have attached the Bid Summary sheet prepared by the City Engineer that indicates the names of the bidders and the bid amounts. A copy of the proposed contract approved by the City Attorney is also attached.

## **RECOMMENDATION:**

I concur with the City Engineer's recommendation and request that Council award the bid to the low bidder, Jule Swartz & Sons in the amount of \$84,935.76 and authorize the Mayor and Deputy Clerk's signatures on the contract.





**STANDARD BID INFORMATION FORM**

**DEPARTMENT:** Public Services  
**PROJECT:** Sidewalk Special Assessment Districts 2013-01 and 2013-02  
**DESCRIPTION:** Bid recommendation for Sidewalk Installation  
**BID OPENING:** August 16, 2013 @ 1:30 p.m. **BID EXPIRATION DATE:** September 15, 2013

**NUMBER OF BIDDERS:** 2 **LOW BID AMOUNT:** \$84,935.76

<b>LIST OF BIDDERS</b>		<b>BID TOTAL</b>
Jule Swartz & Sons	Jackson, MI.	\$84,935.76
D. H. Roberts Construction	Jonesville, MI.	\$93,100.00

**HOW AND WHERE ADVERTISED:** Hillsdale Daily News, Builders Exchange of Lansing, Builders Exchange of Kalamazoo, Builders Exchange of Grand Rapids, CDC News

**LIST OF BIDDERS CONTACTED DIRECTLY:**

Eastlund Concrete	Mata Brothers Construction
Karasek Concrete	DH Roberts Construction
Hosford Brothers Concrete	Jule Swartz & Sons Excavating

\* Bid packet sent at request of owner, otherwise notification letter only sent to these businesses.

**RECOMMENDATION:**

Upon review of all bids that were received, it is my recommendation that the sidewalk special assessment bid for Districts 2013-01 and 2013-02 be awarded to the low bidder, Jule Swartz & Sons in the amount of \$84,935.76.

Matt Taylor  
City Engineer

0

0

0

**AGREEMENT**

THIS AGREEMENT, made as of the \_\_\_\_\_ day of September, 2013, by and between the CITY OF HILLSDALE, MICHIGAN, hereinafter called the OWNER, and JULE SWARTZ & SONS of 7855 Dixon Road, Jackson, Michigan 49201

---

hereinafter called the CONTRACTOR.

WITNESSETH, that whereas the OWNER intends to construct

CITY OF HILLSDALE  
2013 SIDEWALK PROJECT

hereinafter called the Project, in accordance with the Plans, Specifications and other Contract Documents prepared by MT Engineering, LLC, of Hillsdale, Michigan, hereinafter called the ENGINEER.

NOW, THEREFORE, The OWNER and CONTRACTOR for the considerations hereinafter set forth, agree as follows:

I. THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools, and services necessary to perform and complete, in a workmanlike manner, all work required for the construction of the Project, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract, including the following Addenda:

Addendum No.	Dated

A. Contract Time: Work under this Agreement shall be commenced upon receipt of Notice to Proceed, and the entire work shall be completed within twenty eight (28) calendar days.

If the CONTRACTOR refuses or fails to prosecute the work, or any separate part thereof, with such diligence as will insure its completion, ready for use within the number of calendar days specified herein, or any extension thereof, or fails to complete said work within such time, the OWNER may, by written notice to the CONTRACTOR, terminate his/her right to proceed with the Project or such part of the Project as to which there has been delay. In such event the OWNER may take over the Project and prosecute the same to completion, by contract or otherwise, and the CONTRACTOR and his Sureties shall be liable to the OWNER for any excess cost occasioned the OWNER thereby. If the CONTRACTOR's right to proceed is so terminated, the OWNER may take possession of and utilize in completing the Project such materials, appliances, and plant as may be on the site of the Project and necessary therefore.

B. Liquidated Damages: If the OWNER does not terminate the right of the CONTRACTOR to proceed, the CONTRACTOR shall continue the Project, in which event the actual damages for the delay will be impossible to determine and in lieu thereof, the CONTRACTOR shall pay the OWNER the sum of One Hundred Dollars (\$100.00) per day, as fixed, agreed and liquidated

damages for each consecutive calendar day of delay until the Project is completed, accepted, and the CONTRACTOR charged with liquidated damages because of any delays in the completion of the Project due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to acts of God or of the public enemy, acts of the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of Subcontractors due to such causes, if the CONTRACTOR shall, within ten days from the beginning of any such delay (unless the OWNER shall grant a further period of time prior to the date of final settlement of the Contract) notify the OWNER in writing of the cause of delay who shall ascertain the facts and the extent of the delay and extend the time for completing the work, when in its judgment, the finds of fact justify such an extension and its findings of fact thereon shall be final and conclusive on the parties thereto.

C. Subcontractors: The CONTRACTOR agrees to bind every subcontractor by the terms of the Contract Documents. The Contract shall not be construed as creating any contractual relation between any Subcontractor and the OWNER.

II. THE OWNER AGREES to pay, and the CONTRACTOR AGREES to accept, in full payment for the performance of this Contract, an amount to be determined by the Actual Constructed Quantities and the Unit Prices and Lump Sums set forth in the attached Proposal. This amount is estimated to be:

and 76/100

Eighty-four Thousand Nine Hundred Thirty-five/ Dollars (\$ 84,935.76 )  
in accordance with the provisions of the Contract Documents.

A. Progress Payments will be made in accordance with the General Conditions.

III. CONTRACT DOCUMENTS: The Contract comprises the Contract Documents listed in the General Conditions of the Contract. In the event that any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:

- A. Agreement (this instrument)
- B. Modifications
- C. Addenda to Contract Documents
- D. Supplementary Conditions
- E. Instructions to Bidders
- F. General Conditions
- G. Special Provisions
- H. Specifications
- I. Drawings

IV. AUTHORITY AND RESPONSIBILITY OF THE ENGINEER: All work shall be done under the observation of the ENGINEER. The ENGINEER shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Plans and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of the CONTRACTOR.

V. SUCCESSORS AND ASSIGNS: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and the CONTRACTOR respectively and his partners, successors, assigns and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

ATTEST

\_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

BUSINESS ADDRESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Telephone

ATTEST

\_\_\_\_\_

\_\_\_\_\_  
City of Hillsdale, Michigan

Owner

\_\_\_\_\_  
Doug Moon, Mayor

\_\_\_\_\_  
Michelle Loren, Deputy Clerk

APPROVED AS TO FORM

\_\_\_\_\_

**TECHNICAL SPECIFICATIONS**

All work under this Contract shall be performed in accordance with the 2012 Michigan Department of Transportation (MDOT) Standard Specifications for Construction and Supplemental Specifications and Special Provisions contained herein..

**SUPPLEMENTAL SPECIFICATION INDEX**

<u>TITLE</u>	<u>PAGES</u>
PROGRESS CLAUSE .....	1

**SPECIAL PROVISION REFERENCES**

<u>TITLE</u>	<u>PAGES</u>
PAVEMENT REMOVAL, SPECIAL.....	1
SIDEWALK GRADING	1
CURB AND GUTTER, SPECIAL	2

**THE CITY OF HILLSDALE  
2013 SIDEWALK PROJECT  
PROGRESS CLAUSE**

MTE:MWT

1 of 1

08/04/13

Contractor shall start work on or before the date designated as the starting date in the Detailed Progress Schedule. Unless otherwise approved by the Owner, work shall not commence before August 21, 2013. In no case shall any work be commenced prior to receipt of formal Notice of Award by the Owner, Owner's receipt of executed contract and satisfactory insurance certificates from Contractor.

The Entire Project shall be completed within 28 Calendar Days Execution of Contract

The selected bidders(s) for the work covered by this proposal will be required to meet with City of Hillsdale representatives to work out a detailed progress schedule. The scheduled for this meeting will be set within one (1) week after the low bidder is determined.

The Engineer and the City of Hillsdale will arrange the time and place for the meeting.

The detailed progress schedule shall include, work items as part of Contractors scope and work items as part of scope performed by Owners forces. These items shall include but shall not be limited to, the following controlling work items:

- Site Removals
- Subgrade Preparation
- Curb and Gutter
- Sidewalk & Sidewalk Ramp Construction

Each of the controlling work items necessary for the completion of the project and the planned dates (or work day for a work day project) that these work items will be controlling operations shall be provided in the mutually agreed upon Detailed Progress Schedule. The date the project is to begin and the date the project is to be open to vehicle and pedestrian traffic and dates the project is to be finally completed shall be included in the Detailed Progress Schedule.

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

CITY OF HILLSDALE  
SPECIAL PROVISION  
FOR  
PAVEMENT REMOVAL, SPECIAL

MTE:MWT

1 of 1

08/04/13

DESCRIPTION

This work shall consist of labor, materials and equipment necessary to remove and dispose of existing hot mix asphalt, concrete and masonry pavements regardless of thickness. This work shall be performed in accordance with the Michigan Department of Transportation 2012 Standard Specifications, Section 204 and in accordance with this Special Provision.

CONSTRUCTION METHODS

Construction methods shall adhere to the 2012 Michigan Department of Transportation Standard Specifications, Section 204

MEASUREMENT AND PAYMENT

Measurement and payment for this item shall be on a square yard basis regardless of thickness.

Pay Item

Pavt Removal, Special

Pay Unit

Square Yard

This work shall include all labor, materials and equipment necessary to sawcut pavement, remove and dispose of pavements regardless of pavement material or the presence of any reinforcing and regardless of pavement thickness. This shall include, but not necessarily limited to roadway, parking lot and drive approach pavements.



CITY OF HILLSDALE  
SPECIAL PROVISION  
FOR  
SIDEWALK GRADING

MTE:MWT

08/04/13

1 of 2

DESCRIPTION

This work shall consist of all excavation, embankment, topsoil stripping and all subgrade preparation required to construct concrete sidewalk, sidewalk ramps and preparation of grass area subgrades for restoration by others. This work shall be done in accordance with Section 205 of the Michigan Department of Transportation 2012 Standard Specifications for Construction, in conformance with the cross-section details, as specified in this Special Provision, and as directed by the Engineer. Sidewalk Grading, Special shall include the following items not paid for separately:

- Moving excavated material longitudinally and/or transversely where necessary or providing additional embankment material to obtain a uniform grade all locations on this project.
- All excavation, embankment, maintenance gravel and grading operations required to maintain sidewalks and areas of work during construction.
- Removal and disposal of any rocks or boulders up to 30 inches in diameter.
- Disposal of all excess material.
- Furnishing and placing compacted sand base as illustrated on the plans.
- Furnishing, placing and removing maintenance gravel in order to maintain access for residences and businesses located within project limits
- Removal and disposal of landscape timbers and brick pavers as necessary to construct proposed sidewalks or other proposed work.
- All pavement and concrete sawcutting as required.
- All work necessary to achieve sidewalk, sidewalk ramp and driveway grades as indicated on the plans and as directed by the Engineer.
- Placing and maintaining temporary aggregate at curb and sidewalk removal areas in order to protect vehicles and pedestrians.
- Removal of tree roots to a depth of 6 inches below bottom of new sidewalk and driveways as directed by Engineer.
- Backfilling behind curbs, sidewalk areas, area between back of curb and sidewalk and within driveway areas to topsoil subgrade elevations and compacting to 90% maximum density.
- Disposal of excess material shall be as specified in subsection 205.03-P of the Standard Specifications.

MEASUREMENT AND PAYMENT

The completed work for the sidewalk earthwork and grading will be measured along each side of the existing street right-of-way and paid for at the contract unit price for the following contract items (pay items). This payment shall be payment in full for project earthwork as described herein. Sidewalk ramp and driveway grading areas perpendicular to the street right-of-way shall not be measured separately, but shall be considered included in the per foot price for the measurement parallel to the right-of-way.

<u>Pay Item</u>	<u>Pay Unit</u>
Sidewalk Grading, Special	Foot
Sidewalk Grading	Foot

CITY OF HILLSDALE  
SPECIAL PROVISION  
FOR  
CURB AND GUTTER, SPECIAL

MTE:MWT

1 of 1

08/04/13

DESCRIPTION

This work shall consist of excavation, subgrade preparation, aggregate base placement, backfilling, labor, concrete and related materials and equipment necessary to construct concrete curb and concrete curb and gutter and concrete driveway openings. This work shall be performed in accordance with the Michigan Department of Transportation 2012 Standard Specifications, Section 205, Section 302, Section 802 and this Special Provision. Curb and Gutter, Special shall include the following items not paid for separately:

- Moving excavated material longitudinally and or transversely where necessary and or providing additional embankment material to obtain the required cross section at all locations on this project.
- All excavation and grading operations required to construct curb and gutter and concrete driveway openings.
- Disposal of any excess material
- All work necessary to achieve concrete curb and or concrete curb and gutter and concrete driveway opening grades as indicated on cross section details and as directed by the Engineer or Owner.
- Doweling of proposed curb and concrete curb and gutter or concrete driveway openings into adjacent existing curb or curb and gutter using reinforcing steel consistent with reinforcement being placed in proposed curb and gutter
- Furnishing, placement and compaction of up to 4 inches of aggregate base beneath concrete curb and concrete curb and gutter and concrete drive openings in order to provide a compact uniform base in the absence of suitable existing material as determined by the Engineer or Owner.
- Backfilling behind concrete curb and concrete curb and gutter to a 4 inch topsoil subgrade or to sidewalk or sidewalk base subgrade.

CONSTRUCTION METHODS

Construction methods used to prepare concrete curb and concrete curb and gutter and concrete drive openings as illustrated in cross section details shall adhere to the 2012 Michigan Department of Transportation Standard Specifications, Sections 205 and 302 and this special provision.

Construction methods used to form place and finish concrete curb and concrete curb and gutter shall adhere to the 2012 Michigan Department of Transportation Standard Specifications, Section 802 and this special provision.

MEASUREMENT AND PAYMENT

Measurement and payment for this item shall be based on a linear foot basis of concrete curb and gutter or concrete driveway opening for the following pay items.

<u>Pay Item</u>	<u>Pay Unit</u>
Curb and Gutter, Conc, Det F4, Special	Foot

This work shall include all labor, materials and equipment necessary to perform excavation, subgrade preparation, base placement and preparation and backfilling associated with concrete curb, concrete curb and gutter, concrete driveway openings. It shall also include all labor materials and equipment necessary to form place and finish concrete curb and gutter, concrete driveway openings per project details and standard MDOT details.

## INSTRUCTIONS TO BIDDERS

### General

Work to be done under this Contract is generally described through the technical specifications and must be completed fully in accordance with the Contract Documents. All work to be done under this Contract is located in the City of Hillsdale.

The City shall make available to all prospective Bidders, prior to receipt of the Bids, access to the area in which the work is to be performed. Sidewalks will remain in use until commencement of construction, at which time lengths of proposed sidewalk on each respective street will be closed.

Any proposal which does not conform fully with these instructions may be rejected.

### Proposals

Proposals must be submitted on the "Proposal" forms and "Bid Forms" provided, without removal from the binder, with each blank properly filled in. Sealed proposals will be received by the City Clerk's Office, City Hall, 97 Broad Street, Hillsdale, MI 49242, at the time stipulated in the Advertisement. If electronic copies of documents are provided, bidder shall print hard copies, bind together complete set of documents, complete "Proposal" forms and "Bid Forms" and submit. The Proposals shall be publicly opened and read aloud at the time and place set forth in the Advertisement. Each Proposal must be enclosed in a sealed envelope, endorsed across one end, as follows:

Proposal for City of Hillsdale 2013 Sidewalk Project  
Insert Name of Bidder

In case of a difference between the stipulated amounts in the Proposal written in words and the stipulated amounts written in figures, the stipulated amounts written in words shall govern in the Proposal.

Oral proposals or modifications will not be considered. Conditional proposals or conditions attached to proposals shall have no force or effect.

Before submitting the Bid, each Bidder should 1) examine the Contract Documents thoroughly, 2) visit the sites to familiarize themselves with local conditions that may in any manner affect performance of the work, 3) familiarize themselves with Federal, State, and local laws, ordinances, rules, and regulations affecting performance of the work, and 4) carefully correlate their observations with the requirements of the Contract Documents.

All questions about the meaning or intent of the Contract Documents shall be submitted to the Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Engineer as having received the Bidding Documents. Questions received less than three (3) calendar days prior to the date of Opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this Article and Contract Documents.

Addenda

Any Addenda issued during the time of bidding or forming a part of the Contract Documents shall be included in the Proposal and shall be made a part of the Contract Documents. Receipt of each Addendum shall be acknowledged in the Proposal.

Alternates

Work included as part of Alternates shown on the plans may or may not be included as part of the contract for work. Contract unit prices shall be applied to any work performed as part of any Alternates.

Contract Award

The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

In evaluating the Bids, the City shall consider the qualifications and experience of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. Bidders shall provide information required by the City, so the City can ascertain the Bidder's qualifications and experience. Related qualifications and experience of subcontractors and other persons and organizations proposed for portions of the work shall be considered by the City when evaluating the Bids. The City may conduct such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders, proposed subcontractors and the other persons and organizations to do the work in accordance with the Contract Documents to the City's satisfaction within the prescribed time. The City reserves the right to reject the Bid or any Bidder who does not pass any such evaluation to the City's satisfaction.

If a Contract is to be awarded, it may be awarded to the lowest responsible responsive Bidder as determined by the City. However, the City reserves the right to by-pass the low bidder and award a contract in the best interest of the City.

If the Contract is to be awarded, the City will give the apparent successful Bidder a Notice of Award.

Work Required

It is the intent of the Contract Documents to provide that the Product to be supplied under this Proposal shall be complete and ready for use in every respect. Any minor items related to forming placing, finishing, curing and stripping concrete sidewalks not specifically called for in the Plans or Specifications, but which are clearly necessary, are to be included at no increase in the Contract Price.

The Proposal shall include a sum to cover the cost of all items of work to be performed such that the Product to be supplied under this Proposal shall be complete and adjacent disturbed areas shall be

ready for restoration by the cities own forces. Contractor shall coordinate phasing of project with City of Hillsdale's Director of Public Services.

#### Coordination with City Forces

The City will be engaging its own labor, material and equipment as necessary to restore disturbed areas upon completion of the proposed sidewalk and sidewalk ramps. Contractor shall coordinate with City of Hillsdale's Director of Public Services to phase the project such that sufficient sidewalk walk subgrade is prepared to maintain a contiguous flow of work for Contractors forces. However, sidewalk subgrade will only be prepared in quantities sufficient for one day of work by Contractors forces ahead of the progression of work. This will allow the City to minimize closure of sidewalks and disruption to pedestrians.

#### Subcontractors

The Bidder shall identify each major subcontractor it expects to engage for this Contract if the work to be subcontracted is fifteen (15%) or more of the bid sum. The Bidder also shall identify the work to be subcontracted to each major subcontractor.

The Bidder to whom an Award is made will not be entitled to additional compensation or extension of time by reason of their failure to fully understand all sub-proposals or quotations. The Bidder is responsible for all coordination between subcontractors and suppliers during the bidding and construction so that a complete project is furnished for the Contract Price and within the Contract Time. The completed project includes the furnishing of all equipment, accessories, and appurtenances necessary for the proper operation and maintenance of the Project.

#### Bid Security

Each proposal must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of five percent (5%) of the total of the bid price payable to the City. The Bid Security of the Bidders under consideration will be returned after approval of the Contract by the City. All others will be returned within 48 hours after the Proposal opening. The Bid Security of the successful Bidder will be retained until Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned. If Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) days, Sundays and legal holidays excepted, of receipt of the Notice of Award, the City may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.

#### Withdrawal of Bids

Any Bidder may withdraw his Proposal, either personally or by telegraph or written request, at any time prior to the scheduled time for Opening of Proposals. After the time of opening, no Bid may be withdrawn for the period of days specified in the Advertisement.

#### Contract Time

The number of days for the Delivery of Work (the Contract Time) is set forth in the Bid Forms and will be included in the executed Agreement. Any provisions for liquidated damages are set forth in the Contract Documents.

#### Liquidated Damages

A liquidated damages clause, as given in the Contract Documents, provides that the Contractor shall pay the City as liquidated damages, and not as a penalty, a sum of One Hundred Dollars (\$100.00) per day for each and every day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or written extensions.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

#### Permits & Codes

The successful Bidder shall comply with all required State and local construction permits and shall comply with all local building codes and inspection requirements.

#### Insurance & Bonds

The successful Bidder will be required to carry insurance in the amounts and kinds specified in the General Conditions. Such insurance must be with companies and in a form satisfactory to the City, and certificates of such insurance must be attached to each copy of the executed Contract Documents. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled or materially changed unless at least thirty (30) days prior written notice has been given to the City and Engineer, as evidenced by return receipt or registered or certified mail.

The successful Bidder shall provide an original conformed Performance Bond, Labor and Material Bond attached to each set of executed Contract Documents with a surety acceptable to the City only if proposal amount exceeds \$50,000 in accordance with Act No. 213 of the Michigan Public Acts of 1963, as amended. Contractor shall identify Performance Bond, Labor and Material Bond costs in the proposal.

Any Performance Bond shall be in the amount of One Hundred Percent (100%) of the Contract Price to insure the completion of the entire Project according to the Contract Documents.

Any Labor Bond shall be in the amount of One Hundred Percent (100%) of the Contract Price for the protection of CITY and to secure payments of all labor, materials and subcontractors according to the statute of the state at that time in effect.

#### Safety and Health

The successful Bidder shall comply with the Health and Safety Regulations, Chapter XVII of Title 29 CFR, Part 1926, as promulgated by the Department of Labor and/or applicable State and local safety and health regulations.

#### Nondiscrimination

The City of Hillsdale, MI, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, hereby notifies all bidders that minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration of a bid award.

The successful Bidder must be prepared to comply in all respects with the Labor Standards contract provision regarding nondiscrimination. Contracts for work under this Proposal will obligate the Contractors and Subcontractors not to discriminate in employment practices. Bidders must, if requested, submit a compliance report concerning Bidders and subcontractor's employment practices and policies in order to maintain their eligibility to receive the Award of Contract.

**Soil Erosion and Sedimentation**

The City of Hillsdale shall obtain all necessary soil erosion control permits in accordance with the provisions of the "Soil Erosion and Sedimentation Control Act" of 1972 (Michigan P.A. 347, as amended), the "Inland Lakes and Streams Act of 1972 (Michigan P.A. 346, as amended), and be in accordance with all applicable regulations, standards, and specifications as adopted by the local enforcing agencies.



## GENERAL CONDITIONS

### Table of Contents

Art. No.	Title	Page	Art. No.	Title	Page
1	Definitions of Words & Phrases.....	GC-1	10	Changes in the Work .....	GC-14
2	Preliminary Issues .....	GC-3	11	Change of Contract Price .....	GC-14
3	Correlation, Interpretation & Intent of Contract Documents .....	GC-4	12	Change of Contract Time .....	GC-16
4	Availability of Lands; Physical Conditions; Reference Points .....	GC-4	13	Warranty and Guarantee; Test and Inspections; Correction, Removal or Acceptance of Defective Work .....	GC-17
5	Insurance and Bonds .....	GC-5			
6	Contractor's Responsibilities .....	GC-7	14	Payments and Completion .....	GC-18
7	Work By Others .....	GC-12	15	Suspension of Work and Termination .....	GC-22
8	Owner's Responsibilities .....	GC-12	16	Office Space .....	GC-23
9	Status of Engineer During Construction .....	GC-12	17	Miscellaneous .....	GC-23

### ARTICLE 1 – DEFINITIONS OF WORDS & PHRASES

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

**Agreement:** The written agreement between OWNER and CONTRACTOR covering the work to be performed; other Contract Documents are attached to the Agreement.

**Application for Payment:** The form furnished by ENGINEER which is to be used by CONTRACTOR in requesting progress payments and which is to include the schedule of values required by Paragraph 14.1 and an affidavit of CONTRACTOR that progress payments theretofore received on account of the work have been applied by CONTRACTOR to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment.

**Bid:** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

**Bidder:** Any person, firm, or corporation submitting a Bid for the work.

**Bonds:** Bid, performance and payment bonds, and other instruments of security, furnished by CONTRACTOR and his surety in accordance with the Contract Documents.

**Change Order:** A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion, or revision in the work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

**Contract Documents:** The Agreement, Addenda (whether issued prior to the Opening of Bids or the execution of the Agreement), Instructions to Bidders, CONTRACTOR's bid, the Bonds, the Notice of Award, these General Conditions, the supplementary Conditions, the Specifications, Drawings, and Modifications.

**Contract Price:** The total monies payable to CONTRACTOR under the Contract Documents.

**Contract Time:** The number of days stated in the Agreement for the Completion of the Work, computed as provided in Paragraph 17.2.

**CONTRACTOR:** The person, firm, or corporation with whom OWNER has executed the Agreement.

**Day:** A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

**Drawings (Plans):** The drawings, also commonly known or referred to as Plans, which show the character and Scope of Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

**ENGINEER:** The person, firm, or corporation named as such in the Agreement.

**Field Order:** A written order issued by ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the work in accordance with Paragraph 10.2.

**Modification:** (a) A written amendment of the Contract Documents signed by both parties; (b) A Change Order; (c) A written clarification or interpretation issued by ENGINEER in accordance with Paragraph 9.3; or (d) A written order for a minor change or alteration in the work issued by ENGINEER pursuant to Paragraph 10.2. A Modification may only be issued after execution of the Agreement.

**Notice of Award:** The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him/her within the time specified, OWNER will execute and deliver the Agreement to him/her.

**Notice to Proceed:** A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his/her obligations under the Contract Documents.

**OWNER:** A public body or authority, corporation, association, partnership, or individual for whom the work is to be performed.

**OWNER's Representative:** The authorized representative of OWNER who is assigned to the project site or any part thereof.

**Project:** The entire construction to be performed as provided in the Contract Documents.

**Resident Project Representative:** The authorized representative of ENGINEER who is assigned to the Project site or any part thereof.

**Shop Drawings:** All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by CONTRACTOR, subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the work.

**Specifications:** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work. The Specifications are customarily organized in 18 divisions in accordance with the Uniform System for Construction Specifications endorsed by the Construction Specifications Institute.

**Subcontractor:** An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the work at the site.

**Substantial Completion:** The date as certified by ENGINEER when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with Paragraph 14.13.

**Work:** Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment, and other incidentals, and the furnishing thereof.

## ARTICLE 2 - PRELIMINARY ISSUES

---

### Execution of Agreement

2.1. At least three (3) counterparts of the Agreement and such other Contract Documents as practicable will be executed and delivered by CONTRACTOR to OWNER within ten days of the Notice of Award and the OWNER will execute and deliver one counterpart to CONTRACTOR within ten (10) days of receipt of the executed Agreement from CONTRACTOR. ENGINEER will identify those portions of the Contract Documents not so signed and such identification will be binding on all parties. OWNER, CONTRACTOR, and ENGINEER shall each receive an executed counterpart of the Contract Documents and additional conformed copies as required.

### Delivery of Bonds

2.2. When he/she delivers the executed Agreement to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as he/she may be required to furnish in accordance with Paragraph 5.1.

### Copies of Documents

2.3. OWNER shall furnish to CONTRACTOR up to three (3) copies (unless otherwise provided in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the work. Additional copies will be furnished, upon request, at the cost of reproduction.

### Contractor's Pre-Start Representations

2.4. CONTRACTOR represents that he/she has familiarized himself/herself with, and assumes full responsibility for having familiarized himself/herself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect performance of the work, and represents that he/she has correlated his/her study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he/she has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Contract Documents and made such additional surveys and investigations as he/she deems necessary for the performance of the work at the Contract Price in accordance with the requirements of the Contract Documents and that he/she has correlated the results of all such data with the requirements of the Contract Documents.

### Commencement of Contract Time, Notice to Proceed

2.5. The Contract Time will commence to run on the thirtieth (30th) day after the day on which the executed Agreement is delivered by OWNER to CONTRACTOR; or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the forty fifth (45th) day after the day of Bid Opening or the thirtieth (30th) day after the day on which OWNER delivers the executed Agreement to CONTRACTOR. A Notice to Proceed may be given at any time within thirty (30) days after the day on which OWNER delivers the executed Agreement to CONTRACTOR.

### Starting the Project

2.6. CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No work shall be done at the site prior to the date on which the Contract Time commences to run.

### Before Starting Construction

2.7. Before undertaking each part of the work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He/she shall at once report in writing to ENGINEER any conflict, error, or discrepancy which he/she may discover; however, he/she shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error, or discrepancy in the drawings or Specifications.

2.8. Within ten (10) days after delivery of the executed Agreement by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER for approval, an estimated progress schedule indicating the starting and completion dates of the various stages of the work, and a preliminary schedule of shop drawing submissions.

2.9. Before starting the work at the site, CONTRACTOR shall furnish OWNER and ENGINEER Certificates of Insurance as required by Article 5. Within ten (10) days after delivery of the executed Agreement by OWNER to CONTRACTOR, but before starting the work at the site, a pre-construction conference will be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR, and his Superintendent. Utility company representatives will also be invited.

### ARTICLE 3 - CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS

3.1. It is the intent of the Specifications and drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR. They may be altered only by a Modification.

3.2. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he/she shall call it to ENGINEER's attention in writing at once and before proceeding with the work affected thereby; however, he/she shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error, or discrepancy in the Specifications or drawings. In resolving such conflicts, errors, and discrepancies, the Documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Supplementary Conditions, Instructions to Bidders, General Conditions, Specifications, and Drawings. Figure dimensions on drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings. Any work that may reasonably be inferred from the Specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials, or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

### ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

#### Availability of Lands

4.1. OWNER shall furnish, as indicated in the Contract Documents, and not later than the date when needed by CONTRACTOR, the lands upon which the work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise specified in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitled him to an extension of the Contract Time, he/she may make a claim therefore as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

#### Physical Conditions - Surveys and Reports

4.2. Reference is made to the CONTRACTOR to review OWNER records and Contract Documents for identification of those surveys and investigation reports of subsurface and latent physical conditions at the Project site or otherwise affecting performance of the work which have been relied upon by ENGINEER in preparation of the drawings and Specifications.

#### Unforeseen Physical Conditions

4.3. CONTRACTOR shall promptly notify OWNER and ENGINEER in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. ENGINEER will promptly investigate those conditions and advise OWNER in writing if further surveys or subsurface tests are necessary. Promptly thereafter, OWNER shall obtain the necessary additional surveys and tests and furnish copies to ENGINEER and CONTRACTOR. If ENGINEER finds that the results of such surveys or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

#### Reference Points

4.4. OWNER shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the work. CONTRACTOR shall be responsible for surveying and laying out the work (unless otherwise provided in the Supplementary Conditions), and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. He/she shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. CONTRACTOR shall replace and accurately relocate all reference points so lost, destroyed or moved.

4.5. Any elevations shown on the Plans or referred to herein are in feet above mean sea level datum as established by the United States Geological Survey, unless otherwise noted. The CONTRACTOR shall verify all the existing structure locations and elevations at points of connection or possible interference between his/her work and the existing structures and shall report at once to the ENGINEER any interferences or discrepancies discovered.

4.6. The CONTRACTOR shall cause to be replaced by a Registered Land Surveyor all survey monuments and/or property irons damaged or destroyed by his/her operations or the operations of his/her Subcontractor(s) but not by operations of the OWNERS forces.

## ARTICLE 5 - INSURANCE AND BONDS

### Performance, Payment and Other Bonds

5.1. CONTRACTOR shall furnish performance and payment bonds as security for the faithful performance and payment of all his/her obligations under the Contract Documents. These bonds shall be in amounts at least equal to the Contract Price, and (except as otherwise provided in the Supplementary Conditions) in such form and with such sureties as are licensed to conduct business in the state where the Project is located and are named in the current list of "Surety Companies Acceptable on Federal Bonds", as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

5.2. If the surety on any bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located, CONTRACTOR shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to OWNER.

### Insurance Required of the CONTRACTOR

5.3. Prior to commencement of the work, the CONTRACTOR shall purchase and maintain during the term of the Project such insurance as will protect him/her, the OWNER(s), OWNER's Representative and the ENGINEER(s) from claims arising out of the work described in this Contract and performed by the CONTRACTOR, Subcontractor(s), or Sub-subcontractor(s) consisting of:

5.3.1. Worker's Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Worker's Compensation Statutes of the states in which work is conducted under this Contract; disability benefit laws, if any; or Federal Compensation Acts such as U.S. Longshoreman or Harbor Workers, Maritime Employment, or Railroad Compensation Act(s), if applicable. Self-insurance plans approved by the regulatory authorities in the state in which work on this Project is performed are acceptable.

5.3.2. A comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures:

- (a) all premises and operations;
- (b) explosion, collapse, and underground damage;
- (c) Contractor's Protective Coverage for independent contractors and subcontractors employed by him;
- (d) Contractual Liability for the obligation assumed in the indemnification or hold harmless agreement found in the General Conditions section of this Contract;
- (e) the usual Personal Injury Liability endorsement with no exclusions pertaining to employment;
- (f) products and completed operations coverage - this coverage shall extend through the Contract Guarantee period.

5.3.3. A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance, or use of any motor vehicle, including owned, non-owned, and hired vehicles. In light of standard policy provisions concerning:

- (a) loading and unloading; and
- (b) definitions pertaining to motor vehicles licensed for road use versus unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.

5.3.4. The CONTRACTOR will purchase for the OWNER and OWNER's Protective Liability policy to protect the OWNER, the ENGINEER, their consultants, agents, employees, and such public corporations in whose jurisdiction the work is located for their contingent liability for work performed by the CONTRACTOR, the Subcontractor(s), and the Sub-subcontractor(s) under this Contract.

5.3.5. The CONTRACTOR shall not be required to purchase any Builder's Risk-Installation Floater as part of this contract.

5.3.6. **Umbrella or Excess Liability:** The OWNER or its representative may, for certain projects, require limits higher than those stated in Paragraph 5.4, which follows. The CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the CONTRACTOR's general liability and to his/her automobile liability insurance.

5.3.7. **Railroad Protective Liability:** Not Applicable.

**Limits of Liability**

5.4. The required limits of liability for insurance coverages requested in Paragraph 5.3 shall be NOT LESS than the following:

5.4.1.	<b>Worker's Compensation:</b>		
	Coverage A - Compensation	Statutory	
	Coverage B - Employer's Liability	\$500,000	
5.4.2.	<b>Comprehensive General Liability:</b>	Bodily Injury - Each Occurrence	\$1,000,000
		Bodily Injury - Aggregate (completed operations)	\$1,000,000
		Property Damage - Each Occurrence	\$250,000
		Property Damage - Aggregate or Combined Single Limit	\$500,000 \$1,000,000
5.4.3.	<b>Comprehensive Automobile Liability:</b>	Bodily Injury	\$1,000,000
		Property Damage or Combined Single Limit	\$200,000 \$1,000,000
5.4.4.	<b>OWNER's Protective:</b>	Bodily Injury - Each Occurrence	\$1,000,000
		Property Damage - Each Occurrence	\$250,000
		Property Damage - Aggregate or Combined Single Limit	\$500,000 \$1,000,000
5.4.5.	<b>Umbrella or Excess Liability:</b>		\$1,000,000

**Insurance - Other Requirements**

5.5. The following conditions shall also be required in regard to insurance coverage.

5.5.1 **Notice of Cancellation or Intent Not to Renew:** Policies will be endorsed to provide that at least thirty (30) days written notice of cancellation or of intent not to renew shall be given to the OWNER and to the ENGINEER.

5.5.2. **Evidence of Coverage:** Prior to commencement of the work, the CONTRACTOR shall furnish to the OWNER, Certificates of Insurance in force on the OWNER's form of certificate provided. Other forms of certificate are acceptable only if:

- (a) they include all of the items prescribed in the OWNER's form of certificate, including agreement to cancellation provisions outlined in Paragraph 5.5.1. above; and
- (b) they have written approval of the OWNER and the ENGINEER. The OWNER reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "originally signed copies," and so designated.

5.5.3. **Evidence of Insurance Required for the CONTRACTOR:**

- (a) **Worker's Compensation and Employer's Liability Comprehensive General Liability, including:**
  - (i) all premises and operations;
  - (ii) explosion, collapse, and underground damage;
  - (iii) CONTRACTOR's Protective;
  - (iv) Contractual Liability for obligations assumed in the Indemnification-Hold Harmless Agreement of this Contract;
  - (v) Personal Injury Liability;
  - (vi) products and completed operations;
- (b) **Comprehensive Automobile Liability, including owned, non-owned, and hired vehicles.**

(c) Umbrella or Excess Liability.

5.5.4. Evidence of Insurance Required for the OWNER:

(a) OWNER's Protective Liability which names as Insured(s) the OWNER, OWNER's Representative, the ENGINEER(s), their consultants, agents, employees, and such public corporations in whose jurisdiction the work is located.

5.5.5. Evidence of Insurance Required for the CONTRACTOR and the OWNER:

(a) Builder's Risk-Installation: Not Required.

5.5.6. Qualification of Insurers: In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a financial rating not lower than XI and a Policyholder's Service Rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than B+:XI will be acceptable only upon written consent of the OWNER.

**Additional Bonds and Insurance**

5.6. Prior to delivery of the executed Agreement by OWNER to CONTRACTOR, OWNER may require CONTRACTOR to furnish such other bonds and such additional insurance, in such form and with such sureties or insurers as OWNER may require. If such other bonds or such other insurance is specified by written instructions given prior to Opening of Bids, the premiums shall be paid by CONTRACTOR; if subsequent thereto, they shall be paid by OWNER (except as otherwise provided in Article 11).

---

**ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES**

---

**Supervision and Superintendence**

6.1. CONTRACTOR shall supervise and direct the work efficiently and with his best skill and attention. He/she shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but he/she shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall designate a competent superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. Said superintendent shall visit the site a minimum of once per week during progression of work and shall be in daily communication with ENGINEER and or OWNER's representative. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

**Labor, Materials, and Equipment**

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. He/she shall at all times maintain good discipline and order at the site.

6.4. CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the work.

6.5. All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

6.6. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.

**Substitute Materials or Equipment**

6.7. Whenever a material, article, or piece of equipment is identified on the drawings or Specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality, and function may be considered.

The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The CONTRACTOR warrants that if substitutions are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price or Contract Time.

#### **Concerning Subcontractors**

6.8. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. A Subcontractor or other person or organization identified in writing to OWNER and ENGINEER prior to the Notice of Award will be deemed acceptable to OWNER and ENGINEER. Acceptance of any Subcontractor, other person, or organization by OWNER or ENGINEER shall not constitute a waiver of any right of OWNER or ENGINEER to reject defective work or work not in conformance with the Contract Documents. If OWNER or ENGINEER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization against whom he/she has reasonable objection. CONTRACTOR shall not without the consent of OWNER and ENGINEER make any substitution for any CONTRACTOR, other person, or organization who has been accepted by OWNER and ENGINEER unless ENGINEER determines that there is good cause for doing so.

Nothing contained in these Contract Documents shall create any contractual relationship between the OWNER or ENGINEER and any Subcontractor or Sub-subcontractor.

6.9. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractor(s) and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he/she is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any monies due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific work done in accordance with the Schedule of Values.

6.10. The divisions and sections of the Specifications and the Identifications of any drawings shall not control CONTRACTOR in dividing the work among Subcontractors or delineating the work to be performed by any specific trade.

6.11. CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER.

6.12. All work performed for CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance provided in accordance with Article 5 of these General Conditions, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee under Paragraph 5.3.5.

#### **Patent Fees and Royalties**

6.13. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of patent rights or copyrights incident to the use in the work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.



### **Permits**

6.14. Unless otherwise noted, CONTRACTOR shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of his Bid. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall also pay all public utility charges.

### **Laws and Regulations**

6.15. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If CONTRACTOR observes that the Specifications or drawings are at variance therewith, he/she shall give ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to ENGINEER, he/she shall bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Specifications and drawings are in accordance with such laws, ordinances, rules and regulations.

### **Taxes**

6.16. CONTRACTOR shall pay all sales, consumer use, and other Federal, State and local taxes required to be paid by him in accordance with the law of the place where the work is to be performed.

### **Use of Premises**

6.17. CONTRACTOR shall confine his equipment, the storage of materials and equipment, and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment. CONTRACTOR shall restore the areas to their original condition.

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he/she subject any part of the work to stresses or pressures that will endanger it.

### **Record Drawings**

6.19. CONTRACTOR shall keep one record copy of all Specifications, drawings, Addenda, Modifications, and shop drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to ENGINEER and shall be delivered to him for OWNER upon completion of the Project. (Note: Further provisions in respect of such record drawings may be included in the Contract Documents.)

### **Safety and Protection**

6.20. CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with his work. He/she shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss, to:

- (a) all employees on the work and other persons who may be affected thereby;
- (b) all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site;
- (c) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He/she shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. He/she shall notify owners of adjacent utilities when prosecution of the work may affect them. All damaged, injury or loss to any property referred to in Paragraph 6.20(b) or 6.20(c) caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR; except damage or loss attributable to the fault of drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with Paragraph 14.13 that work is acceptable.

6.21. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

6.22. Neither OWNER nor ENGINEER shall be responsible for safety on the job. It is the CONTRACTOR's sole responsibility to comply with the rules and regulations of the Occupational Safety and Health Act (OSHA).

#### Emergencies

6.23. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, CONTRACTOR without specific instruction or authorization from ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He/she shall give ENGINEER prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he/she may make a claim therefor as provided in Articles 11 and 12.

#### Shop Drawings and Samples

6.24. After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for approval, in accordance with the accepted schedule of shop drawing submissions (see Paragraph 2.8) five (5) copies (or at ENGINEER's option, one reproducible copy) of all shop drawings, which shall have been checked by and stamped with the approval of CONTRACTOR and identified as ENGINEER may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and the like, to enable ENGINEER to review the information as required. Submittals shall be numbered sequentially and dated.

6.25. CONTRACTOR shall also submit to ENGINEER for approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers, and the use for which intended.

6.26. The time of each submission, CONTRACTOR shall in writing call ENGINEER's attention to any deviations that the shop drawing or sample may have from the requirements of the Contract Documents.

6.27. ENGINEER will review and approve with reasonable promptness shop drawings and samples, but his review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number of correct copies of shop drawings and resubmit new samples, until approved. CONTRACTOR shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections called for by ENGINEER on previous submissions. CONTRACTOR's stamp of approval on any shop drawing or sample shall constitute a representation to OWNER and ENGINEER that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or he/she assumes full responsibility for doing so, and that he/she has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.

6.28. Where a shop drawing or sample submission is required by the Specifications, no related work shall be commenced until the submission has been approved by ENGINEER. A copy of each approved shop drawing and each approved sample shall be kept in good order by CONTRACTOR at the site and shall be available to ENGINEER.

6.29. ENGINEER's approval of shop drawings or samples shall not relieve CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to such deviation at the time of submission and ENGINEER has given written approval to the specific deviation, nor shall any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the shop drawings.

(Note: Further provisions in respect to shop drawings and samples may be included in the General Requirements (Division 1).)

#### Cleaning

6.30. CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work, and at the completion of the work he/she shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to their original condition those

portions of the site not designated for alteration by the Contract Documents (Note: Further provisions in respect of cleaning may be included in the Contract Documents.)

#### **Indemnification**

6.31. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their agents, directors, officers, and employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is:

- (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and
- (b) caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.32. In any and all claims against OWNER or ENGINEER or any of their agents or directors, officers, and employees by any employee of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR, or any Subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

6.33. The obligations of CONTRACTOR under Paragraph 6.31 shall not extend to the liability of ENGINEER, his agents or directors, officers, and employees arising out of:

- (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

---

### **ARTICLE 7 - WORK BY OTHERS**

---

7.1. OWNER may perform additional work related to the Project by himself, or he/she may let other direct contracts therefore which shall contain General Conditions similar to these. CONTRACTOR shall afford the other contractors who are parties to such direct contracts (or OWNER, if he/she is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his work with theirs.

7.2. If any part of CONTRACTOR's work depends for proper execution or results upon the work of any such other CONTRACTOR (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the other work as fit and proper for the relationship of his work, except as to defects and deficiencies which may appear in the other work after the execution of his work.

7.3. CONTRACTOR shall do all cutting, fitting, and patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and of the other contractors whose work will be affected.

7.4. If the performance of additional work by other contractors or OWNER is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he/she may make a claim therefore as provided in Articles 11 and 12.

---

### **ARTICLE 8 - OWNER'S RESPONSIBILITIES**

---

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

8.3. OWNER shall furnish the data required of him under the Contract Documents promptly and shall make payments

to CONTRACTOR promptly after they are due as provided in Paragraphs 14.4 and 14.13.

8.4. OWNER's duties in respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by ENGINEER in preparing the drawings and Specifications.

8.5. OWNER's responsibilities in respect of liability and property insurance are set forth in Article 5.

8.6. In addition to his rights to request changes in the work in accordance with Article 10, OWNER (especially in certain instances as provided in Paragraph 10.4) shall be obligated to execute Change Orders.

8.7. OWNER's responsibility in respect of certain inspection, tests, and approvals is set forth in Paragraph 13.2.

8.8. In connection with OWNER's right to stop work or suspend work, see Paragraphs 13.8 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

#### **ARTICLE 9 - STATUS OF ENGINEER DURING CONSTRUCTION**

---

##### **OWNER's Representative**

9.1. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's Representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of OWNER and ENGINEER.

##### **Visits to Site**

9.2. ENGINEER will make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. He/she will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. His efforts will be directed toward providing assurance for OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he/she will keep OWNER informed of the progress of the work and will endeavor to guard OWNER against defects and deficiencies in the work of contractors.

##### **Clarifications and Interpretations**

9.3. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of drawings or otherwise) as he/she may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he/she may make a claim therefor as provided in Article 11.

##### **Rejecting Defective Work**

9.4. ENGINEER will have authority to disapprove or reject work which is "defective" (which term is hereinafter used to describe work that is unsatisfactory, faulty, or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of the inspection, test, or approval referred to in Paragraph 13.2 or has been damaged prior to approval of final payment). He/she will also have authority to require special inspection or testing of the work as provided in Paragraph 13.7, whether or not the work is fabricated, installed, or completed.

##### **Shop Drawings, Change Orders, and Payments**

9.5. In connection with ENGINEER's responsibility for shop drawings and samples, see Paragraphs 6.3 through 6.28 inclusive.

9.6. In connection with ENGINEER's responsibility for Change Orders, see Articles 10, 11 and 12.

9.7. In connection with ENGINEER's responsibilities in respect of Applications for Payment, etc., See Article 14.

##### **Resident Project Representatives**

9.8. If the OWNER authorizes the ENGINEER, the ENGINEER shall provide one or more full-time resident project representatives to assist the ENGINEER in carrying out his responsibilities at the site. The duties, responsibilities, and limitation of authority of any such resident project representative shall be to endeavor to further protect the OWNER against defects and deficiencies in the work. But the furnishing of such resident project representatives shall not make

the ENGINEER responsible for construction means, methods, techniques, sequences, or procedures or for any safety precautions or programs in connection with the work.

#### Decisions on Disagreements

9.9. ENGINEER will be the Interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge, he/she will exercise his best efforts to insure faithful performance by both OWNER AND CONTRACTOR. He/she will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes, and other matters relating to the execution and progress of the work or the Interpretation of or performance under the Contract Documents shall be referred to ENGINEER for decision, which he/she will render in writing within a reasonable time.

#### Limitations on ENGINEER's Responsibilities

9.10. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any materialman, fabricator, supplier, or any of their agents or employees or any other person performing any of the work.

9.11. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and he/she will not be responsible for CONTRACTOR's failure to perform the work in accordance with the Contract Documents.

9.12. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or any Subcontractors, or any of his or their agents or employees, or any other persons at the site or otherwise performing any of the work.

### **ARTICLE 10 - CHANGES IN THE WORK**

---

10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2. ENGINEER may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If CONTRACTOR believes that any minor change or alteration authorized by ENGINEER entitles him to an increase in the Contract Price, he/she may make a claim therefore as provided in Article 11.

10.3. Additional work performed by CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in Paragraphs 10.2 and 13.7.

10.4. OWNER shall execute appropriate Change Orders prepared by ENGINEER covering changes in the work to be performed as provided in Paragraph 4.3, and work performed in an emergency as provided in Paragraph 6.22 and any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by ENGINEER.

10.5. It is CONTRACTOR's responsibility to notify his Surety of any changes affecting the general Scope of Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

### **ARTICLE 11 - CHANGE OF CONTRACT PRICE**

---

11.1. The Contract Price constitutes the total compensation payable to CONTRACTOR for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to OWNER and ENGINEER within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data. Any

claims, not delivered to OWNER or ENGINEER within forty-five days or within any additional period allowed by ENGINEER in writing, shall be forfeited by the CONTRACTOR and shall not be honored by the OWNER. All claims for adjustments in the Contract Price shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

11.3. The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- (a) where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;
- (b) by mutual acceptance of a lump sum;
- (c) on the basis of the Cost of the Work (determined as provided in Paragraph 11.4.)

#### **Cost of the Work**

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the work. Except as may be otherwise agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.5.

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the work under schedules of job classification agreed upon by OWNER and CONTRACTOR: Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by the OWNER.

11.4.2. Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith: All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for work performed by Subcontractors: If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to OWNER who will then determine with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a fee, the Cost of the Work shall be determined in accordance with Paragraphs 11.4 and 11.5. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants) employed for services specifically related to the work.

11.4.5. Supplemental costs including the following:

- (a) The proportion of necessary transportation, traveling and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the work;
- (b) Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR;
- (c) Sales, use or similar taxes related to the work, and for which CONTRACTOR is liable, imposed by any governmental authority;
- (d) Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses;
- (e) Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of and to the work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include

settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he/she shall be paid for his services a fee proportionate to that stated in Paragraph 11.6.2;

- (f) The cost of utilities, fuel and sanitary facilities at the site;
- (g) Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the work;
- (h) Cost of premiums for bonds and insurance which OWNER is required to pay.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the work and not specifically included in the schedule referred to in Subparagraph 11.4.1 - all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than his office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in Subparagraph 11.4.5(h)).

11.5.5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.4.

11.5.7. Temporary shut down of work due to unknown existing condition. CONTRACTOR shall not charge OWNER for equipment of labor for idled operations due to unforeseen condition at the work site.

#### **CONTRACTOR's Fee**

11.6. The CONTRACTOR's Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee. If no mutually acceptable fixed fee can be agreed upon, then,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work:

- (a) for costs incurred under Paragraphs 11.4.1 and 11.4.2; the CONTRACTOR's Fee shall be ten percent (10%);
- (b) for costs incurred under Paragraph 11.4.3., the CONTRACTOR's Fee shall be five percent (5%); and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent (10%); and
- (c) no fee shall be payable on the basis of costs itemized under Paragraphs 11.4.4., 11.4.5., and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

11.8. Whenever the cost of any work is to be determined pursuant to Paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

#### **Cash Allowances**

11.9. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the work so covered to be done by such materialman, suppliers, or Subcontractors and for such sums within the limit of the allowances as ENGINEER may approve. Upon final payment, the Contract Price shall be

adjusted as required and an appropriate Change Price shall be adjusted as required and an appropriate Change Order issued. CONTRACTOR agrees that the original Contract Price includes such sums as he/she deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

#### **ARTICLE 12 - CHANGE OF THE CONTRACT TIME**

---

12.1. The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he/she makes a claim therefor as provided in Paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate CONTRACTOR employed by OWNER, fires, floods, labor disputes, epidemics, abnormal weather conditions, or Acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

#### **ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

---

##### **Warranty and Guarantee**

13.1. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all materials and equipment will be new unless otherwise specified and that all work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests, or approvals referred to in Paragraph 13.2. All unsatisfactory work, all faulty or defective work, and all work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests, or approvals, shall be considered defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.

##### **Tests and Inspections**

13.2. If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by some public body, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing, or approval. All other inspections, tests and approvals required by the Contract Documents shall be performed by organizations acceptable to OWNER and CONTRACTOR and the costs thereof shall be borne by CONTRACTOR unless otherwise specified.

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the work for all inspections, tests, or approvals. If any such work required so to be inspected, tested, or approved is covered without written approval of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation, and such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of his intention to cover such work and ENGINEER has not acted with reasonable promptness in response to such notice.

13.4. Neither observations by ENGINEER, nor inspections, tests, or approvals by persons other than CONTRACTOR shall relieve CONTRACTOR from his obligations to perform the work in accordance with the requirements of the Contract Documents.

##### **Access to Work**

13.5. ENGINEER and his representatives and other representatives of OWNER will at reasonable times have access to the work. CONTRACTOR shall provide proper and safe facilities for such access and observation of the work and also for any inspection or testing thereof by others.

##### **Uncovering Work**

1.36. If any work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be



uncovered for his observation and replaced at CONTRACTOR's expense.

13.7. If any work has been covered which ENGINEER has not specifically requested to observe prior to its being covered, or if ENGINEER considered it necessary or advisable that covered work be inspected or tested by others, CONTRACTOR at ENGINEER's request shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the work in question, furnishing all necessary labor, material, and equipment. If it is found that such work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he/she makes a claim therefore as provided in Articles 11 and 12.

#### **OWNER May Stop the Work**

13.8. If the work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or if CONTRACTOR fails to make prompt payments to Subcontractors or for labor, materials, or equipment, OWNER may order CONTRACTOR to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

#### **Correction or Removal of Defective Work**

13.9. If required by ENGINEER prior to approval of final payment, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective work, whether or not fabricated, installed or completed, or, if the work has been rejected by ENGINEER, remove it from the site and replace it with non-defective work. If CONTRACTOR does not correct such defective work or remove and replace such rejected work within a reasonable time, all as specified in a written notice from ENGINEER, OWNER may have the deficiency corrected or the rejected work removed and replaced. All direct and indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR, and an appropriate deductive Change Order shall be issued. CONTRACTOR shall also bear the expenses of making good all work of others destroyed or damaged by his correction, removal or replacement of his defective work.

#### **One-Year Correction Period**

13.10. If, after the approval of final payment and prior to the expiration of one (1) year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective work. If CONTRACTOR does not promptly comply with the terms of such instructions, OWNER may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

#### **Acceptance of Defective Work**

13.11. If, instead of requiring correction or removal and replacement of defective work, OWNER (and, prior to approval and final payment, also ENGINEER) prefers to accept it, he/she may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by CONTRACTOR to OWNER.

#### **Neglected Work by CONTRACTOR**

13.12. If CONTRACTOR should fail to prosecute the work in accordance with the Contract Documents, including any requirements of the progress schedule, OWNER, after seven (7) days written notice to CONTRACTOR may, without prejudice to any other remedy he/she may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against CONTRACTOR if ENGINEER approves such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments then or thereafter due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to OWNER.

## **ARTICLE 14 - PAYMENTS AND COMPLETION**

---

#### **Schedules**

14.1. At least ten (10) days prior to submitting the first application for a progress payment, CONTRACTOR shall submit

a progress schedule, a final schedule of shop drawing submissions and a schedule of values of the work. These schedules shall be satisfactory in form and substance to ENGINEER. The schedule of values shall include quantities and unit prices aggregating the Contract Price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedules of values by ENGINEER, it shall be incorporated into the form of Application for Payment furnished by ENGINEER.

#### Application for Progress Payment

14.2. At least ten (10) days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the work completed as of the date of the application and accompanied by such data and schedules as ENGINEER may reasonable require. If payment is requested on the basis of material and equipment not incorporated in the work, but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. Except where greater retention is necessary pursuant to definite circumstances specifically provided for in the construction contract, the following schedule of retained amounts from progress payments shall be followed:

- (a) Not more than ten percent (10%) of the dollar value of all work in place until work is fifty percent (50%) in place.
- (b) After the work is fifty percent (50%) in place, additional retainage shall not be withheld unless the OWNER determines that the CONTRACTOR is not making satisfactory progress, or for other specific cause relating to the CONTRACTOR's performance under the Contract. If the OWNER so determines, the OWNER may retain not more than ten percent (10%) of the dollar value of work more than fifty percent (50%) in place.
- (c) The retained funds shall not exceed the pro rata share of the OWNER's matching requirement under the construction contract and shall not be co-mingled with other funds of the OWNER and shall be deposited in an interest bearing account in a regulated financial institution in this state wherein all such retained funds are kept by the OWNER which shall account for both retainage and interest on each construction contract separately. An OWNER is not required to deposit retained funds in an interest bearing account if the retained funds are to be provided under a state or federal grant and the retained funds have not been paid to the OWNER.
- (d) Except as provided in 14.2.6 and 14.2.7, retainage and interest earned on retainage shall be released to the CONTRACTOR together with the final progress payment.
- (e) At any time after ninety-four percent (94%) of work under the Contract is in place and at the request of the original CONTRACTOR, the OWNER shall release the retainage plus interest to the original CONTRACTOR only if the original CONTRACTOR provides to the OWNER an irrevocable letter of credit in the amount of the retainage plus interest, issued by a bank authorized to do business in this state, containing terms mutually acceptable to the CONTRACTOR and the OWNER.

14.2.1. If a dispute regarding a matter described in 14.2.2. arises, the CONTRACTOR and the OWNER shall designate an agent who has background, training, and experience in the construction of a facilities similar to that which is the subject of the Contract, as follows:

- (a) in an agreement reached within ten (10) days after a dispute arises;
- (b) if an agreement cannot be reached within ten (10) days after a dispute arises, the OWNER shall designate an agent who has background, training, and experience in the construction of facilities similar to that which is the subject of the Contract and who is not an employee of the OWNER.

14.2.2. The OWNER may request dispute resolution by the agent regarding the following:

- (a) at any time during the term of the Contract, to determine whether there has been a delay for reasons that were within the control of the CONTRACTOR, and the period of time that delay has been caused, continued, or aggravated by actions of the CONTRACTOR.
- (b) at any time after ninety-four percent (94%) of work under the Contract is in place, whether there has been an unacceptable delay by the CONTRACTOR in performance of the remaining six percent (6%) of work under the Contract. The agent shall consider the terms of the Contract and the procedures normally followed in the industry and shall determine whether the delay was for failure to follow reasonable and prudent practices in the industry for completion of the project.

14.2.3. This dispute resolution process shall be used only for the purpose of determining the rights of the parties to retained funds and interest earned on retained funds and is not intended to alter, abrogate, or limit any rights with respect to remedies that are available to enforce or compel performance of the terms of the Contract by either party.

14.2.4. The agent may request and shall receive all pertinent information from the parties and shall provide an opportunity for an informal meeting to receive comments, documents, and other relevant information in order to resolve the dispute. The agent shall determine the time, place, and procedure for the informal meeting. A written decision and reasons for the decision shall be given to the parties within fourteen (14) days after the meeting.

14.2.5. The decision of the agent shall be final and binding upon all parties. Upon application of either party, the decision of the agent may be vacated by order of the circuit court only upon a finding by the court that the decision was procured by fraud, duress, or other illegal means.

14.2.6. If the dispute resolution results in a decision:

- (a) that there has been a delay as described in 14.2.2.(a), all interest earned on retained funds during the period of delay shall become the property of the OWNER;
- (b) that there has been unacceptable delay as described in 14.2.2.(b), the OWNER may contract with a subsequent contractor to complete the remaining six percent (6%) of the work under the Contract, and interest earned on retained funds shall become the property of the OWNER. A subsequent contractor under this subdivision shall be paid by the OWNER from the following sources until each source is depleted, in the order listed below:
  - (i) the dollar value of the original Contract, less the dollar value of funds already paid to the original CONTRACTOR and the dollar value of work in place for which the original CONTRACTOR has not received payment;
  - (ii) retainage from the original CONTRACTOR, or funds made available under a letter of credit provided under 14.1.(e);
  - (iii) interest earned on retainage from the original CONTRACTOR, of funds made available under a letter of credit provided under 14.1.(e).

14.2.7. If the OWNER contracts with a subsequent contractor as provided in 14.2.6.(b), the final progress payment shall be payable to the original CONTRACTOR within the time period specified in 14.4.1. The amount of the final progress payment to the original CONTRACTOR shall not include interest earned on retained funds. The OWNER may deduct from the final progress payment all expenses of contracting the subsequent contractor. This act shall not impair the right of the OWNER to bring an action or to otherwise enforce a performance bond to complete work under a construction contract.

#### **CONTRACTOR's Warranty of Title**

14.3. CONTRACTOR warrants and guarantees that title to all work, material and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereinafter referred to in these General Conditions as "Liens").

#### **Approval of Payments**

14.4. ENGINEER will, within ten (10) days after receipt of each Application for Payment, either indicated in writing his approval of payment and present the application to OWNER, or return the application to CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the application. OWNER shall, after presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by ENGINEER as provided under 14.4.1.

14.4.1. Each progress payment requested, including reasonable interest if requested under 14.4.2. shall be paid within thirty (30) days after receipt by the OWNER of the Application for Payment.

14.4.2. Upon failure of the OWNER to make a timely progress payment pursuant to this section, the person designated to submit requests for progress payments may include reasonable interest on amounts past due in the next request for payment.

14.5. ENGINEER's approval of any payment requested in an Application for Payment will constitute a representation by him to OWNER, based on ENGINEER's on-site observations of the work in progress as an experienced and qualified design professional and on his review of the application for Payment and the accompanying data and schedules that the work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon

Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval); and that CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment ENGINEER will not thereby be deemed to have represented that he/she made exhaustive or continuous on-site inspections to check the quality or the quantity of the work, or that he/she has reviewed the means, methods, techniques, sequences, and procedures of construction, or that he/she has made any examination to ascertain how or for what purpose CONTRACTOR has used the monies paid or to be paid to him on account of the Contract Price, or that title to any work, materials, or equipment has passed to OWNER free and clear of any liens.

14.6. ENGINEER's approval of final payment will constitute an additional representation by him to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in Paragraph 14.13 have been fulfilled.

14.7. ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He/she may also refuse to approve any such payment, or, because of subsequently discovered evidence of the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect OWNER from loss because:

- (a) The work is defective, or completed work has been damaged requiring correction or replacement;
- (b) Claims or liens have been filed or there is reasonable cause to believe such may be filed;
- (c) The Contract Price has been reduced because of Modifications;
- (d) OWNER has been required to correct defective work or complete the work in accordance with Paragraph 13.11; or
- (e) Of unsatisfactory prosecution of the work, including failure to furnish acceptable submittals or to clean up.

#### **Substantial Completion**

14.8. Prior to final payment, CONTRACTOR may, in writing to OWNER and ENGINEER, certify that the entire Project is substantially complete and request that ENGINEER issue a Certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Project to determine the status of completion. If ENGINEER does not consider the Project substantially complete, he/she will notify CONTRACTOR in writing giving his reasons therefore. If ENGINEER considers the Project substantially complete, he/she will prepare and deliver to OWNER a tentative Certificate of Substantial Completion which shall fix the date of Substantial Completion and the responsibilities between OWNER and CONTRACTOR for maintenance, heat, and utilities. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment, and the certificate shall fix the time within which such items shall be completed or corrected, said time to be within the Contract Time. OWNER shall have seven (7) days after receipt of the tentative certificate during which he/she may make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Project is not substantially complete, he/she will within fourteen (14) days after submission of the tentative certificate to OWNER notify CONTRACTOR consideration of OWNER's objections, ENGINEER considers the Project substantially complete, he/she will within said fourteen (14) days execute and deliver to OWNER and CONTRACTOR a definitive Certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as he/she believes justified after consideration of any objections from OWNER.

14.9. OWNER shall have the right to exclude CONTRACTOR from the Project after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

#### **Partial Utilization**

14.10. Prior to final payment, OWNER may request CONTRACTOR in writing to permit him to use a specified part of the Project which he/she believes he/she may use without significant interference with construction of the other parts of the Project. If CONTRACTOR agrees, he/she will certify to OWNER and ENGINEER that said part of the Project is substantially complete and request ENGINEER to issue a Certificate of Substantial Completion for that part of the Project which is substantially complete. Within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that Part of the Project to determine its status of completion. If ENGINEER does not consider that it is substantially complete, he/she will notify OWNER and CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Project to be substantially complete, he/she will execute and deliver to OWNER and CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, attaching thereto a tentative list of items to be completed or corrected before final payment and fixing the responsibility between OWNER and CONTRACTOR for maintenance, heat and utilities as to that part of the Project. OWNER shall have the right to exclude CONTRACTOR from any part of the Project which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

**Final Inspection**

14.11. Upon written notice from CONTRACTOR that the Project is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

**Final Application for Payment**

14.12. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents — all as required by the Contract Documents — he/she may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by such data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all liens arising out of the Contract Documents and the labor and services performed and the materials and equipment furnished thereunder. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material, and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which OWNER or his property might in anyway be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, materialman, fabricator, or supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a bond or other collateral satisfactory to OWNER to indemnify him against any lien.

**Approval of Final Payment**

14.13. If, on the basis of his observation and review of the work during construction, his final inspection and his review of the final Application for Payment — all as required by the Contract Documents — ENGINEER is satisfied that the work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, he/she will, within ten (10) days after receipt of the final Application for Payment, indicate in writing his approval of payment and present the application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the work is acceptable subject to the provisions of Paragraph 14.16. Otherwise, he/she will return the application to CONTRACTOR, indicating in writing his reasons for refusing to approve final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the application. OWNER shall within ten (10) days of presentation to him of an approved final Application for Payment pay CONTRACTOR the amount approved by ENGINEER.

14.14. If after Substantial Completion of the work, final completion thereof is materially delayed through no fault of CONTRACTOR, and ENGINEER so confirms, OWNER shall upon certification by ENGINEER and without terminating the Agreement make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the CONTRACTOR to the ENGINEER prior to certification of such payment. Such payment shall be made under the same terms and conditions governing final payment except that it shall not constitute a waiver of claims.

**CONTRACTOR's Continuing Obligation**

14.15. CONTRACTOR's obligation to perform the work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by ENGINEER, nor the issuance of a Certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Project or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any correction of defective work by OWNER shall constitute an acceptance of work not in accordance with the Contract Documents.

**Waiver of Claims**

14.16. The making and acceptance of final payment shall constitute:

- (a) A waiver of all claims by OWNER against CONTRACTOR other than those arising from unsettled liens, from defective work appearing after final inspection pursuant to Paragraph 14.11, or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein; and
- (b) A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

## ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

---

### OWNER May Suspend Work

15.1. OWNER may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR and ENGINEER which shall fix the date on which work shall be resumed. CONTRACTOR shall resume the work on the date so fixed. CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he/she makes a claim therefore as provided in Articles 11 and 12.

### OWNER May Terminate

15.2. If CONTRACTOR is adjudged bankrupt or insolvent, or if he/she makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property, or if he/she files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he/she repeatedly fails to supply sufficient skilled workmen or suitable material or equipment, or if he/she disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he/she disregards the authority of ENGINEER, or if he/she otherwise violates any provision of the Contract Documents, then OWNER may, without prejudice to any other right or remedy and after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR, and finish the work by whatever method he/she may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be determined by ENGINEER and incorporated in a Change Order.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, said termination shall not affect any rights of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by OWNER due CONTRACTOR will not release CONTRACTOR from liability.

15.4. Upon seven (7) days' written notice to CONTRACTOR and ENGINEER, OWNER may without cause and without prejudice to any other right or remedy elect to abandon the Project and terminate the Agreement. In such case, CONTRACTOR shall be paid for all work executed and any expense sustained plus a reasonable profit.

### CONTRACTOR May Stop Work or Terminate

15.5. If, through no act or fault of CONTRACTOR, the work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails to pay CONTRACTOR any sum approved by ENGINEER within thirty (30) days of its approval and presentation, then CONTRACTOR may, upon seven (7) days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all work executed and any expense sustained plus a reasonable profit. In addition, and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days' notice to OWNER and ENGINEER stop the work until he/she has been paid all amounts then due.

## ARTICLE 16 - OFFICE SPACE

---

16.1. If required by OWNER, the CONTRACTOR shall establish and maintain, at his own expense, office headquarters at the site of the Project. Telephone and fax service shall be provided. At the office headquarters shall be kept a complete set of the Contract Documents and shop drawings.

16.2. If required by OWNER, the CONTRACTOR shall arrange office space for the ENGINEER in a separate building or in a room completely partitioned off from the CONTRACTOR's office, if in the same building. The CONTRACTOR shall provide adequate heating and lighting, telephone, and fax service within the ENGINEER's office.

## ARTICLE 17 - MISCELLANEOUS

---

### Giving Notice

17.1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered to, or sent by registered or certified mail, postage prepaid to, the last business address known to him who gives the notice.

**Computation of Time**

17.2. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

**General**

17.3. All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

17.4. All Specifications, drawings and copies thereof furnished by ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.5. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by Paragraphs 6.30, 13.1, 13.10, and 14.3 and the rights and remedies available to OWNER and ENGINEER thereunder, shall be in addition to and shall not be construed in any way as a limitation of any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee, or by other Provisions of the Contract Documents.

17.6. Should OWNER or CONTRACTOR suffer injury or damage to his person or property because of any error, omission, or act of the other or of any of his employees or agents or others for whose acts he/she is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.7. The Contract Documents shall be governed by the law of the place of the Project.

END OF GENERAL CONDITIONS

**1.00 GENERAL****1.01 DESCRIPTION OF WORK**

- A. Base Bid for forming performing removals, subgrade preparation and placing and finishing approximately 12000 square feet concrete sidewalk and sidewalk ramp. Typical sidewalk thickness shall be 4 inches. Sidewalk thickness at all drive approaches shall be 6 inches. All restoration to be performed by Owner.
  
- B. Drawings are included which give locations for all work under this Contract. Areas of removals have been painted in the field for contractors evaluation during the prebid process.

**1.02 WORK SCHEDULE**

- A. The Contractor shall provide a work schedule as described in the Progress Clause included as part of the Contract Documents. The purpose of the schedule is to assist the Owner in notifying the public of inconveniences, to anticipate cash flow on the job, and to determine if the Contractor is reasonably proceeding with the work to assure completion within the specified time.

**1.03 CONSTRUCTION SEQUENCE**

- A. Prior to commencing the work, the Contractor shall coordinate the schedule of the proposed work with Engineer and City of Hillsdale representatives as described in the Progress Clause included as part of these Contract Documents.

**1.04 TRAFFIC MAINTENANCE**

- A. Traffic shall be maintained according to the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and the Engineer. Contractor shall furnish his own traffic control devices, flag men and any other incidental traffic controls as necessary to conduct his work and limit disruption to both vehicular traffic and pedestrian traffic. The Contractor shall also furnish, place and maintain measures as necessary to protect his work.
  
- B. Driveways that are determined by Engineer or Owners Representative to require a high early compressive strength in order to open drive to traffic in a short time frame shall have additional bags of cement in the mix in order to achieve a high early (P-NC) mix as specified in the MDOT 2012 Standard Specifications for Construction, Section 601, Table 601-2.

**1.05 CONSTRUCTION PERMITS**

The Contractor will be required to follow the requirements established by all permits necessary for the construction of this project.

**1.06 UNDERGROUND UTILITIES**

For the protection of underground utilities and in conformance with Public Act 53, 1974, the Contractor shall dial 1-800 482-7171 or 811 a minimum of three full working days excluding Saturdays, Sundays and holidays prior to beginning work in areas where public utilities have not been previously located. This does not relieve the contractor of the responsibility of notifying utility owners who may not be a part of the 'Miss Dig' system. It is the Contractor's responsibility to locate and protect all utilities from his work.



**1.07 CONCRETE TESTING**

Owner will take and evaluate a minimum of two representative concrete test specimens from concrete being incorporated into the work as described in the 2003 MDOT Standard Specifications for Construction Section 601.03b. If the compressive strength of any specimen is less than the 28-day compressive strength specified in Table 601-2 of the MDOT Standard Specifications for Construction, then the Engineer may take action as described in subsection 601.04 of the MDOT Standard Specifications for Construction

**1.08 DUST CONTROL**

By Others

**1.09 CONSTRUCTION STAKING**

- A. The City of Hillsdale shall provide minimal horizontal and vertical alignment information as necessary for contractor to perform his own layout and set his forms to the proper alignments and grades. Contractor will be required to coordinate with Owner to obtain Owner's approval of layout work. No concrete shall be placed until layout is coordinated and Engineer or Owner's Representative has approved the forms.

**1.10 REFERENCE TO SOIL BORINGS, REPORTS AND PLANS**

The Owner has not conducted any soil investigations within the project corridors and makes no guarantees as to soil conditions. It is recommended that contractor hand dig adjacent to existing sidewalks during his prebid site investigation to determine topsoil thickness or other information discernible within the top 24 inches of soil.

**1.11 PROJECT PROGRESS MEETING**

- A. As necessary as determined by Engineer.

**1.12 SPECIAL PROJECT REQUIREMENTS**

- A. The Contractor shall utilize construction staging areas designated by the Owner.

END OF SECTION

**TECHNICAL SPECIFICATIONS**

All work under this Contract shall be performed in accordance with the 2012 Michigan Department of Transportation (MDOT) Standard Specifications for Construction and Supplemental Specifications and Special Provisions contained herein..

**SUPPLEMENTAL SPECIFICATION INDEX**

<u>TITLE</u>	<u>PAGES</u>
PROGRESS CLAUSE .....	1

**SPECIAL PROVISION REFERENCES**

<u>TITLE</u>	<u>PAGES</u>
PAVEMENT REMOVAL, SPECIAL .....	1
SIDEWALK GRADING	1
CURB AND GUTTER, SPECIAL	2

**THE CITY OF HILLSDALE  
2013 SIDEWALK PROJECT  
PROGRESS CLAUSE**

MTE:MWT

1 of 1

08/04/13

Contractor shall start work on or before the date designated as the starting date in the Detailed Progress Schedule. Unless otherwise approved by the Owner, work shall not commence before August 21, 2013. In no case shall any work be commenced prior to receipt of formal Notice of Award by the Owner, Owner's receipt of executed contract and satisfactory insurance certificates from Contractor.

The Entire Project shall be completed within 28 Calendar Days Execution of Contract

The selected bidders(s) for the work covered by this proposal will be required to meet with City of Hillsdale representatives to work out a detailed progress schedule. The scheduled for this meeting will be set within one (1) week after the low bidder is determined.

The Engineer and the City of Hillsdale will arrange the time and place for the meeting.

The detailed progress schedule shall include, work items as part of Contractors scope and work items as part of scope performed by Owners forces. These items shall include but shall not be limited to, the following controlling work items:

- Site Removals
- Subgrade Preparation
- Curb and Gutter
- Sidewalk & Sidewalk Ramp Construction

Each of the controlling work items necessary for the completion of the project and the planned dates (or work day for a work day project) that these work items will be controlling operations shall be provided in the mutually agreed upon Detailed Progress Schedule. The date the project is to begin and the date the project is to be open to vehicle and pedestrian traffic and dates the project is to be finally completed shall be included in the Detailed Progress Schedule.

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

CITY OF HILLSDALE  
SPECIAL PROVISION  
FOR  
PAVEMENT REMOVAL, SPECIAL

MTE:MWT

1 of 1

08/04/13

DESCRIPTION

This work shall consist of labor, materials and equipment necessary to remove and dispose of existing hot mix asphalt, concrete and masonry pavements regardless of thickness. This work shall be performed in accordance with the Michigan Department of Transportation 2012 Standard Specifications, Section 204 and in accordance with this Special Provision.

CONSTRUCTION METHODS

Construction methods shall adhere to the 2012 Michigan Department of Transportation Standard Specifications, Section 204

MEASUREMENT AND PAYMENT

Measurement and payment for this item shall be on a square yard basis regardless of thickness.

Pay Item

Pavt Removal, Special

Pay Unit

Square Yard

This work shall include all labor, materials and equipment necessary to sawcut pavement, remove and dispose of pavements regardless of pavement material or the presence of any reinforcing and regardless of pavement thickness. This shall include, but not necessarily limited to roadway, parking lot and drive approach pavements.

CITY OF HILLSDALE  
SPECIAL PROVISION  
FOR  
SIDEWALK GRADING

MTE:MWT

08/04/13

1 of 2

DESCRIPTION

This work shall consist of all excavation, embankment, topsoil stripping and all subgrade preparation required to construct concrete sidewalk, sidewalk ramps and preparation of grass area subgrades for restoration by others. This work shall be done in accordance with Section 205 of the Michigan Department of Transportation 2012 Standard Specifications for Construction, in conformance with the cross-section details, as specified in this Special Provision, and as directed by the Engineer. Sidewalk Grading, Special shall include the following items not paid for separately:

- Moving excavated material longitudinally and/or transversely where necessary or providing additional embankment material to obtain a uniform grade all locations on this project.
- All excavation, embankment, maintenance gravel and grading operations required to maintain sidewalks and areas of work during construction.
- Removal and disposal of any rocks or boulders up to 30 inches in diameter.
- Disposal of all excess material.
- Furnishing and placing compacted sand base as illustrated on the plans.
- Furnishing, placing and removing maintenance gravel in order to maintain access for residences and businesses located within project limits
- Removal and disposal of landscape timbers and brick pavers as necessary to construct proposed sidewalks or other proposed work.
- All pavement and concrete sawcutting as required.
- All work necessary to achieve sidewalk, sidewalk ramp and driveway grades as indicated on the plans and as directed by the Engineer.
- Placing and maintaining temporary aggregate at curb and sidewalk removal areas in order to protect vehicles and pedestrians.
- Removal of tree roots to a depth of 6 inches below bottom of new sidewalk and driveways as directed by Engineer.
- Backfilling behind curbs, sidewalk areas, area between back of curb and sidewalk and within driveway areas to topsoil subgrade elevations and compacting to 90% maximum density.
- Disposal of excess material shall be as specified in subsection 205.03-P of the Standard Specifications.

MEASUREMENT AND PAYMENT

The completed work for the sidewalk earthwork and grading will be measured along each side of the existing street right-of-way and paid for at the contract unit price for the following contract items (pay items). This payment shall be payment in full for project earthwork as described herein. Sidewalk ramp and driveway grading areas perpendicular to the street right-of-way shall not be measured separately, but shall be considered included in the per foot price for the measurement parallel to the right-of-way.

<u>Pay Item</u>	<u>Pay Unit</u>
Sidewalk Grading, Special	Foot
Sidewalk Grading	Foot

CITY OF HILLSDALE  
SPECIAL PROVISION  
FOR  
CURB AND GUTTER, SPECIAL

MTE:MWT

1 of 1

08/04/13

DESCRIPTION

This work shall consist of excavation, subgrade preparation, aggregate base placement, backfilling, labor, concrete and related materials and equipment necessary to construct concrete curb and concrete curb and gutter and concrete driveway openings. This work shall be performed in accordance with the Michigan Department of Transportation 2012 Standard Specifications, Section 205, Section 302, Section 802 and this Special Provision. Curb and Gutter, Special shall include the following items not paid for separately:

- Moving excavated material longitudinally and or transversely where necessary and or providing additional embankment material to obtain the required cross section at all locations on this project.
- All excavation and grading operations required to construct curb and gutter and concrete driveway openings.
- Disposal of any excess material
- All work necessary to achieve concrete curb and or concrete curb and gutter and concrete driveway opening grades as indicated on cross section details and as directed by the Engineer or Owner.
- Doweling of proposed curb and concrete curb and gutter or concrete driveway openings into adjacent existing curb or curb and gutter using reinforcing steel consistent with reinforcement being placed in proposed curb and gutter
- Furnishing, placement and compaction of up to 4 inches of aggregate base beneath concrete curb and concrete curb and gutter and concrete drive openings in order to provide a compact uniform base in the absence of suitable existing material as determined by the Engineer or Owner.
- Backfilling behind concrete curb and concrete curb and and gutter to a 4 inch topsoil subgrade or to sidewalk or sidewalk base subgrade.

CONSTRUCTION METHODS

Construction methods used to prepare concrete curb and concrete curb and gutter and concrete drive openings as illustrated in cross section details shall adhere to the 2012 Michigan Department of Transportation Standard Specifications, Sections 205 and 302 and this special provision.

Construction methods used to form place and finish concrete curb and concrete curb and gutter shall adhere to the 2012 Michigan Department of Transportation Standard Specifications, Section 802 and this special provision.

MEASUREMENT AND PAYMENT

Measurement and payment for this item shall be based on a linear foot basis of concrete curb and gutter or concrete driveway opening for the following pay items.

<u>Pay Item</u>	<u>Pay Unit</u>
Curb and Gutter, Conc, Det F4, Special	Foot

This work shall include all labor, materials and equipment necessary to perform excavation, subgrade preparation, base placement and preparation and backfilling associated with concrete curb, concrete curb and gutter, concrete driveway openings. It shall also include all labor materials and equipment necessary to form place and finish concrete curb and gutter, concrete driveway openings per project details and standard MDOT details.



Know what's below.  
Call before you dig.

# CITY OF HILLSDALE

## 2013 SIDEWALK PROJECT

OWNER  
CITY OF HILLSDALE  
97 BROAD ST  
HILLSDALE, MI 49242

CONSULTANT  
MT ENGINEERING  
149 LEWIS ST  
PO BOX 232  
HILLSDALE, MI 49242

MISCELLANEOUS PAY ITEM NOTES:  
THE FOLLOWING ITEMS OF WORK SHALL BE DONE AS THEY MAY APPLY TO THE PROJECT. THESE ITEMS ARE NOT DETAILED ON THE PLAN SHEETS.

Minor Traffic Devices SHALL INCLUDE TEMPORARY SIGNS, BARRICADES AND DEVICES AS NECESSARY TO CLOSE SIDEWALKS TO PEDESTRIAN TRAFFIC. IT SHALL ALSO INCLUDE TEMPORARY SIGNS, BARRICADES, BARRELS, CONES AND SIMILAR DEVICES AS NECESSARY FOR THE CONTRACTOR TO ISOLATE HIS WORK AREA FROM VEHICULAR AND PEDESTRIAN TRAFFIC. ALL TEMPORARY SIGNS SHALL BE PLACED PER THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

AGGREGATE BASE SHALL BE 22A MATERIAL FURNISHED AND PLACED IN ACCORDANCE WITH MDOT 2012 STD SPECIFICATIONS FOR CONSTRUCTION. THIS MATERIAL WILL BE FURNISHED AND PLACED AT THE OWNERS DESCRIPTION WHERE EXISTING DRIVEWAYS BASIC MATERIAL IS FOUND TO BE INSUFFICIENT

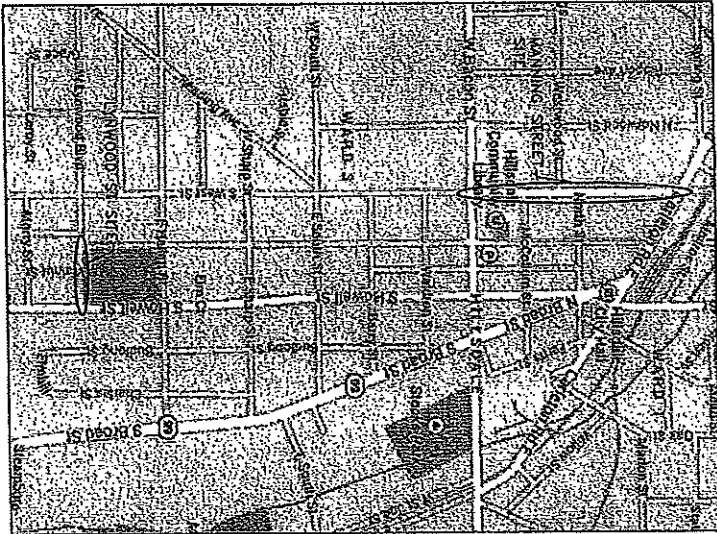
- 1 LS Mobilization
- 1 LS Minor Traffic Devices
- 15 CTD Aggregate Base

SHEET NO.	DESCRIPTION
1.	TITLE SHEET
2.	DETAIL SHEET
3.	LINWOOD ST, MANNING ST TO HOWELL ST
4.	MANNING ST, CARLETON RD TO NORTH ST
5.	MANNING ST, NORTH ST TO MCCOLLUM ST
6.	MANNING ST, MCCOLLUM ST TO BACON ST

FOR PROTECTION OF UNDERGROUND UTILITIES AND IN CONFORMANCE WITH PUBLIC ACT 231, 1974, THE CONTRACTOR SHALL DIAL 1-800-482-7171 A MINIMUM OF THREE FULL WORKING DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS, PRIOR TO BEGINNING EACH EXCAVATION IN AREAS WHERE PUBLIC UTILITIES HAVE NOT BEEN PREVIOUSLY LOCATED. MEMBERS WILL THUS BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE PART OF THE "MISS DIG" ALERT SYSTEM.

IT IS THE CONTRACTORS RESPONSIBILITY TO LOCATED AND PROTECT PUBLIC AND PRIVATE UTILITIES.

REFERENCES TO SPECIFICATIONS SHALL BE TO THE SPECIFICATIONS COVERED BY THESE PLANS. THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH PROJECT SPECIFICATIONS. SPECIAL PROVISIONS, MDOT 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION AND PROJECT DRAINAGE.



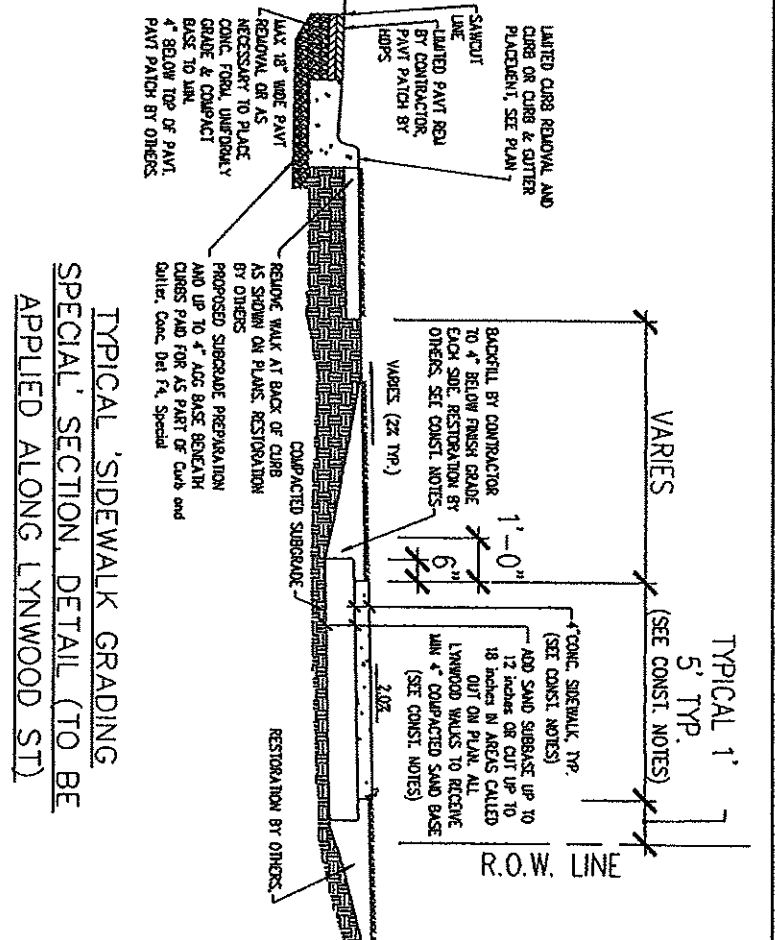
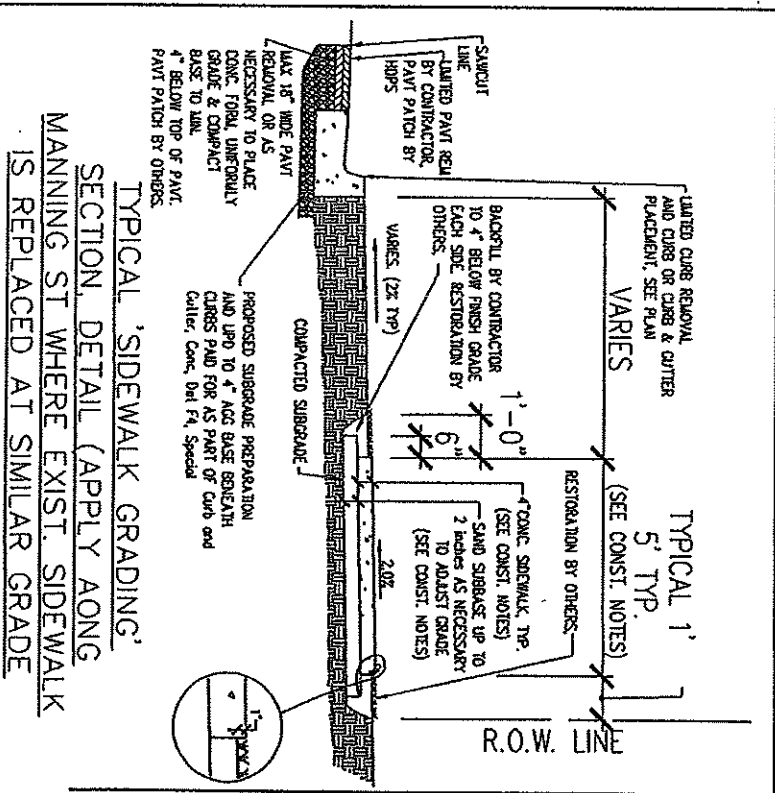
LOCATION MAP


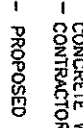
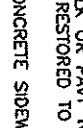
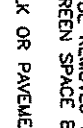
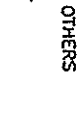
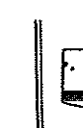
1" = 100' NOT TO SCALE

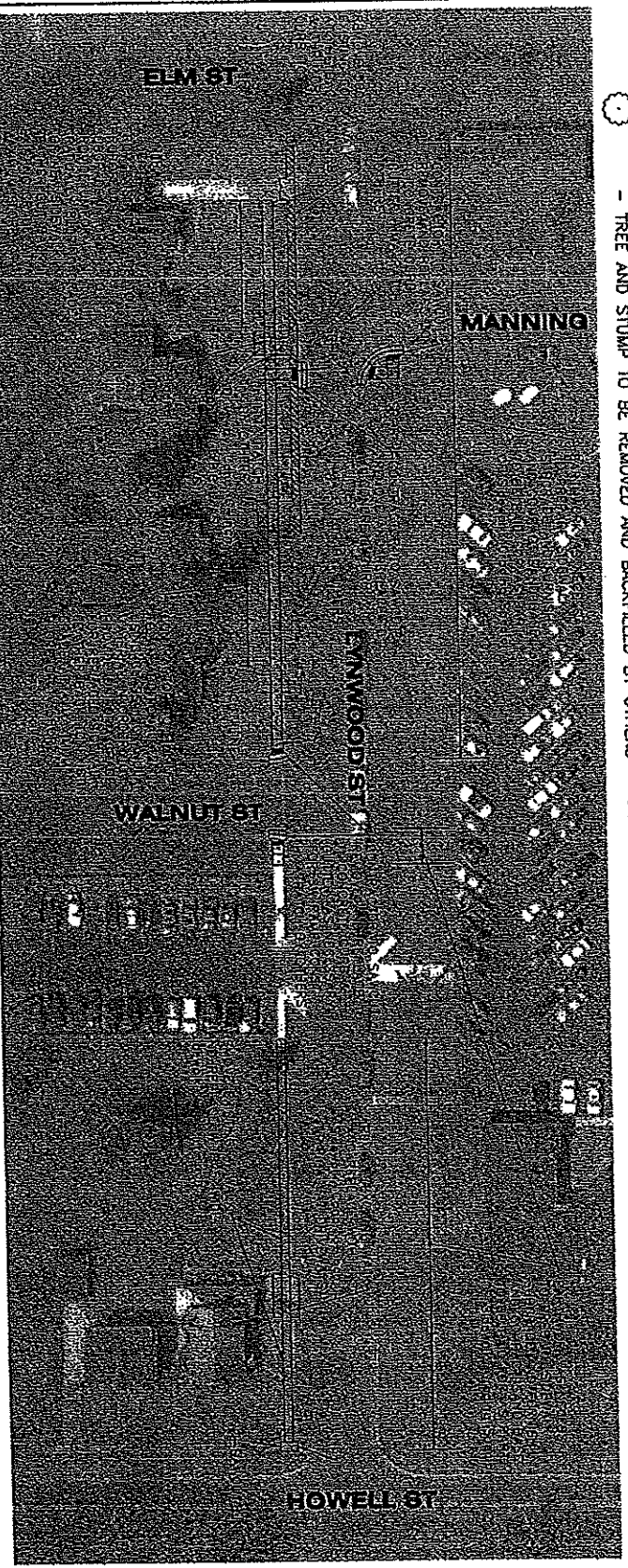
<p><b>MTE</b> PROFESSIONAL ENGINEERING SERVICES</p>	
<p>CONTRACT THE "2013 SIDEWALK PROJECT" UNDER THE "2013 SIDEWALK PROJECT" CONTRACT NO. 2013-001</p>	
<p>DATE: 08/20/13</p>	<p>SCALE: 1" = 100'</p>
<p>SHEET 1 OF 6</p>	<p>DATE: 08/20/13</p>
<p>PROJECT: 2013 SIDEWALK PROJECT</p>	<p>CONTRACT NO: 2013-001</p>
<p>OWNER: CITY OF HILLSDALE</p>	<p>DESIGNER: MTE ENGINEERING SERVICES</p>



- CONSTRUCTION NOTES**
1. THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH PROJECT SPECIFICATIONS, SPECIAL PROVISIONS, MDOT 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION AND PROJECT DRAWINGS.
  2. Sidewalk, Groding Special PAY ITEM SHALL INCLUDE ALL SAWCUTTING, TOPSOIL REMOVAL, EARTHWORK, SUBGRADE PREPARATION, SAND BASE PREPARATION AND COMPACTION IN ACCORDANCE WITH THE Sidewalk, Groding Special PROVISION AND Sidewalk Groding, Special SECTION DETAIL BELOW.
  3. Sidewalk, Groding PAY ITEM SHALL INCLUDE ALL SAWCUTTING, EARTHWORK, SUBGRADE PREPARATION, SAND BASE PREPARATION AND COMPACTION IN ACCORDANCE WITH THE Sidewalk, Groding Special PROVISION AND Sidewalk Groding, SECTION DETAIL BELOW.
  4. CONTRACTOR TO PERFORM ALL SAWCUTTING, SIDEWALK, CURB AND PAVT REMOVALS (REGARDLESS OF SIDEWALK THICKNESS) & PROPERLY DISPOSE OF ALL REMOVED MATERIAL.
  5. ALL PAVT REMOVAL SHALL BE PAID FOR AS PART OF Pavt. Rem. Special PER STD. REGARDLESS OF PAVEMENT TYPE & THICKNESS.
  6. HILLSDALE DEPARTMENT OF PUBLIC SERVICES (HDPS) WILL PROVIDE TOP OF SIDEWALK AND SIDEWALK RAMP ELEVATIONS AND HORIZONTAL ALIGNMENT. CONTRACTOR TO PREPARE SUBGRADE AND BASE ACCORDING TO SECTION DETAILS AND AS NECESSARY FOR 4'-inch OR 6'-inch SIDEWALK AND OR SIDEWALK RAMP.
  7. Sidewalk, Conc. 8'-inch TO BE PLACED AT ALL DRIVE APPROACH CROSSINGS. ALL SIDEWALK RAMPS SHALL ALSO BE 6'-inches THICK.
  8. CONSTRUCT SIDEWALK RAMPS PER MDOT DETAIL R-28-F. ALL SIDEWALK RAMPS TO BE 6'-inches THICK.
  9. ALL CONCRETE CURB AND GUTTER & SIDEWALK RAMPS SHALL BE CONSTRUCTED PER MDOT DETAILS R-30-F & R-28-H RESPECTIVELY. COPIES OF MDOT DETAILS ARE INCLUDED IN THE BID PACKAGE DOCUMENTS.
  10. TYPICAL SIDEWALK WIDTH SHALL BE 5'-feet, HOWEVER, AREAS WITH TREE AND OR OTHER CONFLICTS OR WHERE EXISTING SIDEWALK IS 4 ft IN WIDTH, THE WALK MAY BE NARROWED TO LESS THAN 5'-feet AT THE DISCRETION OF HDPS.
  11. 6'-inch CONCRETE SHALL BE PLACED AS PART OF ALL DRIVEWAYS AND ACROSS DRIVEWAY OPENINGS, MIXED USED ACROSS DRIVES OR AS PART OF DRIVES SHALL BE MDOT P-1NC (HIGH EARLY) MIX. SEE MICHIGAN DEPARTMENT OF TRANSPORTATION 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION, SECTION 601 FOR P-1NC MIX DESIGN AND STANDARD MIX DESIGNS. ALL OTHER MIXES SHALL BE MDOT P-1.



- LEGEND**
-  - CONCRETE WALK OR PAVT TO BE REMOVED BY CONTRACTOR, RESTORED TO GREEN SPACE BY OTHERS
  -  - PROPOSED CONCRETE SIDEWALK OR PAVEMENT
  -  - TREE AND STUMP TO BE REMOVED AND BACKFILLED BY OTHERS
  -  - PROPOSED CONCRETE SIDEWALK RAMP, 6-inch
  -  - PROPOSED CURB AND GUTTER
  -  - SIDEWALK RAMP TYPE (SEE R-28-H DETAIL)



- CONSTRUCTION NOTES**
1. Sidewalk, Grading Special PAY ITEM SHALL INCLUDE ALL SAWCUTTING, TOPSOIL REMOVAL, EARTHWORK, SUBGRADE PREPARATION, SAND BASE PREPARATION AND COMPACTION IN ACCORDANCE WITH THE Sidewalk, Grading Special SPECIAL PROVISION AND Sidewalk Grading, BASE PREPARATION DETAIL.
  2. CONTRACTOR TO PERFORM ALL SAWCUTTING, SIDEWALK, CURB AND PAVT REMOVALS (REGARDES OF SIDEWALK THICKNESS) & PROPERLY DISPOSE OF ALL REMOVED MATERIAL.
  3. ALL PAVT REMOVAL SHALL BE PAID FOR AS PART OF Pavt, Rem, Special PER STD, REGARDLESS OF PAVEMENT TYPE & THICKNESS. HILLSDALE DEPARTMENT OF PUBLIC SERVICES (HDPS) WILL PROVIDE TOP OF SIDEWALK AND SIDEWALK RAMP ELEVATIONS AND HORIZONTAL ALIGNMENT. CONTRACTOR TO PREPARE SUBGRADE AND BASE ACCORDING TO SECTION DETAILS AND AS NECESSARY FOR 4-inch OR 6-inch SIDEWALK AND OR SIDEWALK RAMP.
  4. Sidewalk, Conc, 6-inch TO BE PLACED AT ALL DRIVE APPROACH CROSSINGS. ALL SIDEWALK RAMP SHALL ALSO BE 6-inches THICK.
  5. CONSTRUCT SIDEWALK RAMP PER MDT DETAIL R-28-F. ALL SIDEWALK RAMP SHALL BE 6-inches THICK.
  6. ALL CONCRETE CURB AND GUTTER & SIDEWALK RAMP SHALL BE CONSTRUCTED PER MDT DETAILS R-30-F & R-28-H RESPECTIVELY. TYPICAL SIDEWALK WIDTH SHALL BE 5-feet. HOWEVER, AREAS WITH TREE AND OR OTHER CONFLICTS OR WHERE EXISTING SIDEWALK IS 4 FT IN WIDTH, THE WALK MAY BE NARROWED TO LESS THAN 5-feet AT THE DISCRETION OF HDPS.
  7. 6-inch CONCRETE SHALL BE PLACED AS PART OF ALL DRIVEWAYS AND ACROSS DRIVEWAY OPENINGS. MIXED USED ACROSS DRIVES OR AS PART OF DRIVES SHALL BE MDT P-1NC (HIGH EARLY) MIX. SEE MICHIGAN DEPARTMENT OF TRANSPORTATION 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION, SECTION 601 FOR P-1NC MIX DESIGN AND STANDARD MIX DESIGNS. ALL OTHER MIXES SHALL BE MDT P-1.

**CONSTRUCTION QUANTITIES THIS SHEET**

222	Syd	Sidewalk, Rem	1826
60	Fi	Curb and Gutter, Rem	270
76	Syd	Pavt, Rem, Special	242
515	Fi	Sidewalk, Grading, Special	66
60	Fi	Curb and Gutter, Conc.	25
		Del F4, Special	
		Sidewalk, Conc, 4 inch	
		Sidewalk, Conc, 6 inch	
		Sidewalk, Ramp, Conc, 6 inch	
		Driveway, Nonrein Conc, 6 inch	
		Detachable Warning Surface	

**CITY OF HILLSDALE**  
 2013 SIDEWALK PROJECT  
 LYNNWOOD STREET  
 MANNING ST TO HOWELL ST

**MTE** PROFESSIONAL ENGINEERING SERVICES

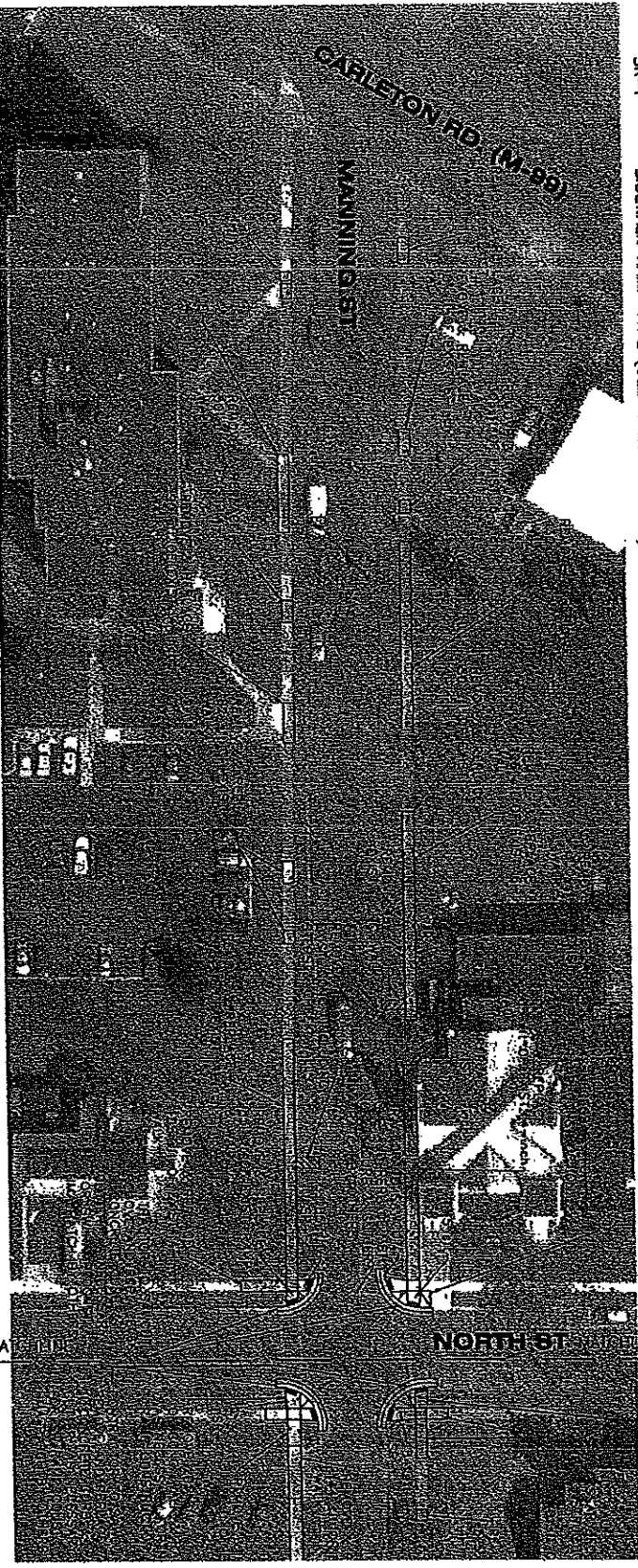
568 Lake Street  
 P.O. Box 200  
 Hillside, Michigan 48220  
 Phone (248) 637-4200  
 Fax (248) 637-4201

DATE	0
REVISION	
NO.	
DATE	
BY	
CHKD	
DATE	

**LEGEND**

-  CONCRETE WALK STEPS OR PAVT TO BE REMOVED BY CONTRACTOR. AREA RESTORED TO GREEN SPACE BY OTHERS
-  PROPOSED CONCRETE SIDEWALK OR PAVEMENT
-  PROPOSED CONCRETE SIDEWALK RAMP, 6-inch
-  PROPOSED CURB AND GUTTER

SR-F - SIDEWALK RAMP TYPE (SEE R-28-H DETAIL)



- CONSTRUCTION NOTES**
1. Sidewalk, Grading Pay Item SHALL INCLUDE ALL SAWCUTTING, EARTHWORK, SUBGRADE PREPARATION, SAND BASE PREPARATION AND COMPACTION IN ACCORDANCE WITH THE Sidewalk, Grading SPECIAL PROVISION AND Sidewalk Grading, SECTION DETAIL.
  2. CONTRACTOR TO PERFORM ALL SAWCUTTING, SIDEWALK, CURB AND PAVT REMOVALS (REGARDOLES OF SIDEWALK THICKNESS) & PROPERLY DISPOSE OF ALL REMOVED MATERIAL.
  3. ALL PAVT REMOVAL SHALL BE PAID FOR AS PART OF Pavt, Rem, Special PER STD, REGARDLESS OF PAVEMENT TYPE & THICKNESS.
  4. HILLSDALE DEPARTMENT OF PUBLIC SERVICES (HDPS) WILL PROVIDE TOP OF SIDEWALK AND SIDEWALK RAMP ELEVATIONS AND HORIZONTAL ALIGNMENT. CONTRACTOR TO PREPARE SUBGRADE AND BASE ACCORDING TO SECTION DETAILS AND AS NECESSARY FOR 4-INCH OR 6-INCH SIDEWALK AND OR SIDEWALK RAMP.
  5. Sidewalk, Conc, 6-inch TO BE PLACED AT ALL DRIVE APPROACH CROSSINGS. ALL SIDEWALK RAMPS SHALL ALSO BE 6-INCHES THICK.
  6. CONSTRUCT SIDEWALK RAMPS PER MDT DETAIL R-28-F. ALL SIDEWALK RAMPS TO BE 6-INCHES THICK.
  7. ALL CONCRETE CURB AND GUTTER & SIDEWALK RAMPS SHALL BE CONSTRUCTED PER MDT DETAILS R-30-F & R-28-H RESPECTIVELY.
  8. TYPICAL SIDEWALK WIDTH SHALL BE 5-Feet, HOWEVER, AREAS WITH TREE AND OR OTHER CONFLICTS OR WHERE EXISTING SIDEWALK IS 4 FT 1 IN WIDTH, THE WALK MAY BE NARROWED TO LESS THAN 5-Feet AT THE DISCRETION OF HDPS.
  9. 6-INCH CONCRETE SHALL BE PLACED AS PART OF ALL DRIVEWAYS AND ACROSS DRIVEWAY OPENINGS. MIXED USED ACROSS DRIVES OR AS PART OF DRIVES SHALL BE MDT P-NC (HIGH EARLY) MIX. SEE MICHIGAN DEPARTMENT OF TRANSPORTATION 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION, SECTION 601 FOR P-NC MIX DESIGN AND STANDARD MIX DESIGNS. ALL OTHER MIXES SHALL BE MDT P-1.

**CONSTRUCTION QUANTITIES THIS SHEET**

348	Syd Sidewalk, Rem	2509
66	Fl Curb and Gutter, Rem	230
15	Syd Pavt, Rem, Special	249
545	Fl Sidewalk, Grading	20
66	Fl Curb and Gutter, Conc, Del F4, Special	
	Sit Sidewalk, Conc, 4 inch	
	Sit Sidewalk, Conc, 6 inch	
	Sit Sidewalk Ramp, Conc, 6 inch	
	Sit Detectable Warning Surface	

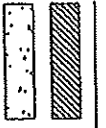
4	0
---	---

**CITY OF HILLSDALE**  
 2013 SIDEWALK PROJECT  
 MANNING ST  
 CARLETON TO NORTH ST

**CLIENT**  
 City of Hillsdale  
 17 E. Grand St  
 Hillsdale, MI 49124

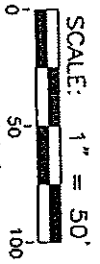
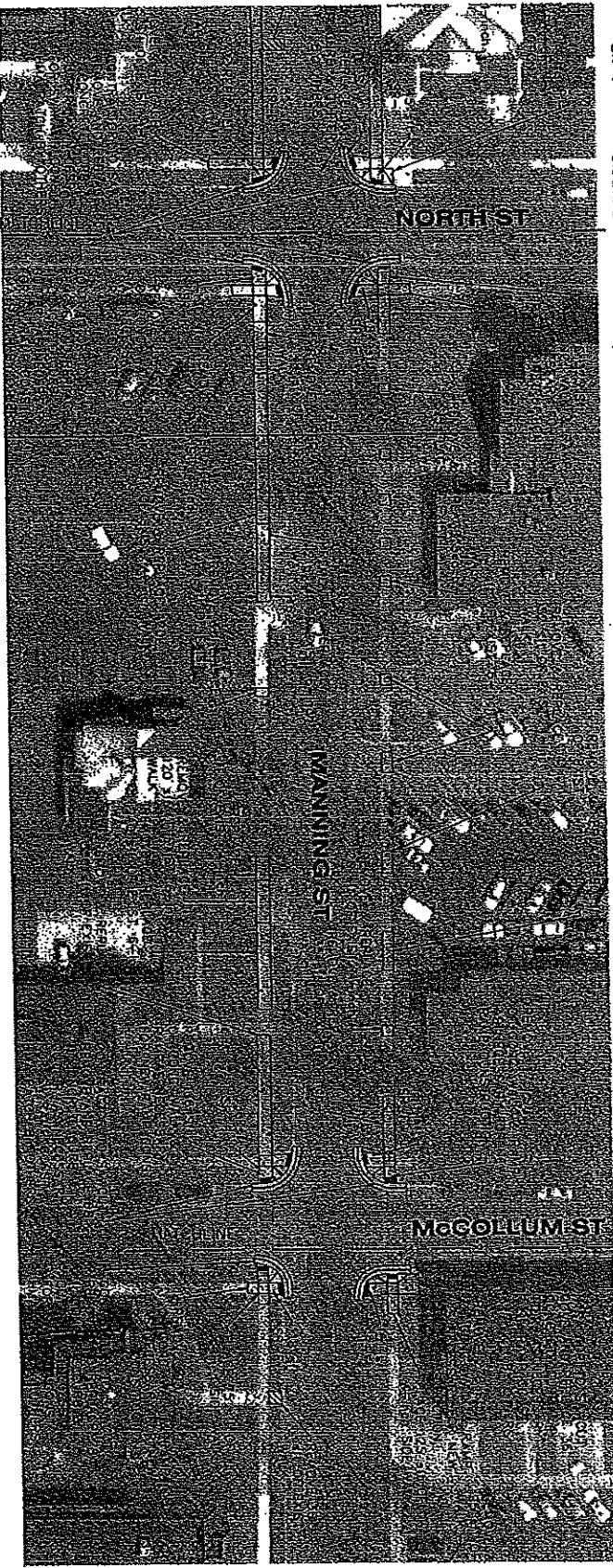
**MTE PROFESSIONAL ENGINEERING SERVICES**

641 South Street  
 P.O. Box 222  
 Hillsdale, Michigan 49124  
 Phone: 517-535-4200  
 Fax: 517-535-4204



**LEGEND**

- CONCRETE WALK STEPS OR PAVT TO BE REMOVED BY CONTRACTOR, AREA RESTORED TO GREEN SPACE BY OTHERS
- PROPOSED CONCRETE SIDEWALK OR PAVEMENT
- PROPOSED CONCRETE SIDEWALK RAMP, 6-INCH
- PROPOSED CURB AND CUTTER
- SIDEWALK RAMP TYPE (SEE R-28-H DETAIL)


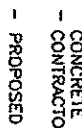
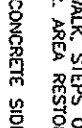
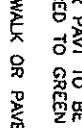
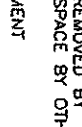


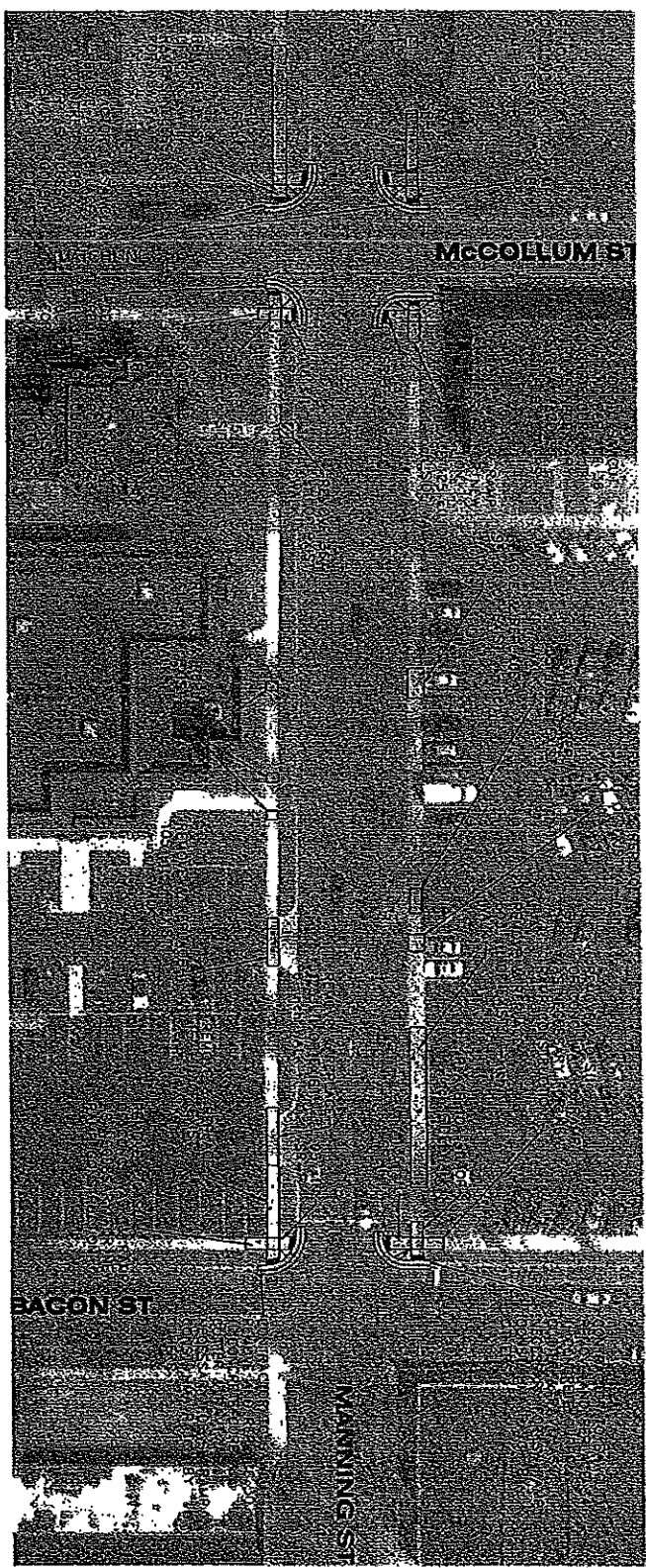
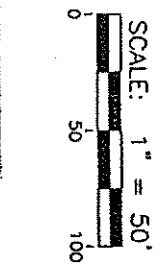
- CONSTRUCTION NOTES**
1. CONTRACTOR TO PERFORM ALL SIDEWALK REMOVALS AND PROPERLY DISPOSE OF ALL REMOVED MATERIAL.
  2. ALL PAVEMENT REMOVAL SHALL BE PAID FOR AS PART OF Pavt, Rem, Special PER SQUARE YARD, REGARDLESS OF PAVEMENT TYPE AND THICKNESS.
  3. HDPS WILL PROVIDE TOP OF SIDEWALK ELEVATIONS AND HORIZONTAL ALIGNMENT. CONTRACTOR TO PREPARE SUBGRADE AND BASE AS NECESSARY FOR 4-INCH OR 6-INCH SIDEWALK. PROPOSED TOP OF SIDEWALK ELEVATIONS SHALL GENERALLY MATCH EXISTING TOP OF SIDEWALK GRADES, WHERE MINOR GRADE AND ELEVATION ADJUSTMENTS ARE NECESSARY TO RAISE PROPOSED SIDEWALK ELEVATION AND PRODUCE A UNIFORM SIDEWALK GRADE. CONTRACTOR SHALL FURNISH AND PLACE COMPACTED CILI GRANULAR MATERIAL IN ORDER TO RAISE SIDEWALK BASE AS NECESSARY OR AS DIRECTED BY CITIES REPRESENTATIVE. FURNISHING, PLACING AND COMPACTING OF SAID CILI MATERIAL SHALL BE CONSIDERED INCIDENTAL TO SIDEWALK, Conc, 4 inch Special or 6 inch, Special. AND NOT PAID FOR SEPARATELY. ALL CUTS TO SUBGRADE AND SUBGRADE PERPARATION SHALL BE PERFORMED BY CONTRACTOR AND SHALL BE PAID FOR AS PART OF SIDEWALK, Conc, 4 inch, Special.
  4. Sidewalk, Conc, 6-inch TO BE PLACED AT ALL DRIVE APPROACH CROSSINGS. ALL SIDEWALK RAMPS SHALL ALSO BE 6-INCHES IN THICKNESS.
  5. CONSTRUCT SIDEWALK RAMPS PER MDOT DETAIL R-28-F. ALL SIDEWALK RAMPS TO BE 6-INCHES THICK.
  6. TYPICAL SIDEWALK WIDTH SHALL BE 5'-feet. HOWEVER, AREAS WITH TREE AND OR OTHER CONFLICTS MAY BY NARROWED TO LESS THAN 5'-feet AT THE DISCRETION OF HDPS.
  7. ALL 6-INCH CONCRETE PLACED ACROSS DRIVE OPENINGS SHALL BE MDOT P-NC (HIGH EARLY) MIX. SEE MICHIGAN DEPARTMENT OF TRANSPORTATION 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION, SECTION 601 FOR P-NC MIX DESIGNS AND STANDARD MIX DESIGNS.

**CONSTRUCTION QUANTITIES THIS SHEET**

331	Syd	Sidewalk, Rem	3067
139	Fl	Curb and Cutter, Rem	643
33	Syd	Pavt, Rem, Special	600
486	Fl	Sidewalk, Grading Conc.	40
139	Fl	Curb and Cutter, Conc, Del F4, Special	
	Sl	Sidewalk, Conc, 4 inch	
	Sl	Sidewalk, Conc, 6 inch	
	Sl	Sidewalk Ramp, Conc, 6 inch	
	Fl	Detectable Warning Surface	

<b>CITY OF HILLSDALE</b> 2013 SIDEWALK PROJECT MANNING ST NORTH ST TO McCOLLUM ST	<b>CLIENT</b> City of Hilldale 57 N. 4th St Hilldale, MI 49122	<b>PROFESSIONAL ENGINEERING SERVICES</b>	10/15/13 PA 00000 Michigan, Michigan State 10/15/13 09:00 AM 10/15/13
--	---	--	---

- LEGEND**
-  CONCRETE WALK, STEPS OR PAVT TO BE REMOVED BY CONTRACTOR. AREA RESTORED TO GREEN SPACE BY OTHERS
  -  PROPOSED CONCRETE SIDEWALK OR PAVEMENT
  -  PROPOSED CONCRETE SIDEWALK RAMP, 6-inch
  -  PROPOSED CURB AND GUTTER
  -  SIDEWALK RAMP TYPE (SEE R-28-H DETAIL)



- CONSTRUCTION NOTES**
1. CONTRACTOR TO PERFORM ALL SIDEWALK REMOVALS AND PROPERLY DISPOSE OF ALL REMOVED MATERIAL.
  2. ALL PAVEMENT REMOVAL SHALL BE PAID FOR AS PART OF Pavt, Rem, Special PER SQUARE YARD, REGARDLESS OF PAVEMENT TYPE AND THICKNESS.
  3. HDPS WILL PROVIDE TOP OF SIDEWALK ELEVATIONS AND HORIZONTAL ALIGNMENT. CONTRACTOR TO PREPARE SUBGRADE AND BASE AS NECESSARY FOR 4-inch OR 6-inch SIDEWALK. PROPOSED TOP OF SIDEWALK ELEVATIONS SHALL GENERALLY MATCH EXISTING TOP OF SIDEWALK GRADES, WHERE MINOR GRADE AND ELEVATION ADJUSTMENTS ARE NECESSARY TO RAISE PROPOSED SIDEWALK ELEVATION AND PRODUCE A UNIFORM SIDEWALK GRADE. CONTRACTOR SHALL FURNISH AND PLACE COMPACTED CUI GRANULAR MATERIAL IN ORDER TO RAISE SIDEWALK BASE AS NECESSARY OR AS DIRECTED BY CITIES REPRESENTATIVE. FURNISHING, PLACING AND COMPACTING OF SAID CUI MATERIAL SHALL BE CONSIDERED INCIDENTAL TO Sidewalk, Conc, 4 inch Special or 6 inch, Special, AND NOT PAID FOR SEPARATELY. ALL CUTS TO SUBGRADE AND SUBGRADE PREPARATION SHALL BE PERFORMED BY CONTRACTOR AND SHALL BE PAID FOR AS PART OF Sidewalk, Conc, 4 inch, Special.
  4. Sidewalk, Conc, 6-inch TO BE PLACED AT ALL DRIVE APPROACH CROSSINGS. ALL SIDEWALK RAMPS SHALL ALSO BE 6-inches IN THICKNESS.
  5. CONSTRUCT SIDEWALK RAMPS PER MDT DETAIL R-28-F. ALL SIDEWALK RAMPS TO BE 6-inches THICK.
  6. TYPICAL SIDEWALK WIDTH SHALL BE 5-feet, HOWEVER, AREAS WITH TREE AND OR OTHER CONFLICTS MAY BY NARROWED TO LESS THAN 5-feet AT THE DISCRETION OF HDPS.
  7. ALL 6-inch CONCRETE PLACED ACROSS DRIVE OPENINGS SHALL BE MDT P-NC (HIGH EARLY) MIX. SEE MICHIGAN DEPARTMENT OF TRANSPORTATION 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION, SECTION 601 FOR P-NC MIX DESIGNS AND STANDARD MIX DESIGNS.

**CONSTRUCTION QUANTITIES THIS SHEET**

221	Syd	Sidewalk, Rem
128	Fl	Curb and Gutter, Rem
29	Syd	Povt, Rem, Special
259	Fl	Sidewalk, Groding
128	Fl	Curb and Gutter, Conc.
1567	Sfl	Sidewalk, Conc, 4 inch
285	Sfl	Sidewalk, Conc, 6 inch
500	Sfl	Sidewalk Ramp, Conc, 6 inch
40	Fl	Detectable Warning Surface

