

MANISTEE CITY COUNCIL

MEETING AGENDA

TUESDAY, DECEMBER 17, 2013 – 7:00 P.M. – COUNCIL CHAMBERS

I. Call to Order.

- a.) PLEDGE OF ALLEGIANCE.
- b.) ROLL CALL.

II. Public Hearings.

III. Citizen Comments on Agenda Related Items.

IV. Consent Agenda. All agenda items marked with an asterisk (*) are on the consent agenda and considered by the City Manager to be routine matters. Prior to approval of the Consent Agenda, any member of Council may have an item from the Consent Agenda removed and taken up during the regular portion of the meeting. Consent agenda items include:

- V. Approval of Minutes.
- VI. a.) Approval of Payroll.
b.) Monthly Bills.
- XI. b.) Notification Regarding Next Work Session.

At this time Council could take action to approve the Consent Agenda as presented.

***V. Approval of Minutes.** Approval of the minutes of the December 3, 2013 regular meeting and the December 10, 2013 work session as attached.

VI. Financial Report.

- *a.) APPROVAL OF PAYROLL.
- *b.) MONTHLY BILLS.

VII. Unfinished Business.

VIII. New Business.

- a.) CONSIDERATION OF CONTRACT AWARD, SWIDORSKI BROTHERS, MUNICIPAL MARINA DREDGING.

The City has received funding from the State of Michigan to dredge 300 cubic yards of material from the City Marina slips. This will allow for sufficient depth at our biggest docks to handle the large deep draft boats. All funding is coming from the State of Michigan and Swidorski Brothers is the low bidder. Work will be completed in the spring of 2014. The City Attorney has reviewed and approved the contract.

At this time Council could take action to award a contract in the amount of \$48,500 to Swidorski Brothers to dredge approximately 300 cubic yards of material from the Municipal Marina boat slips.

- b.) CONSIDERATION OF THE PURCHASE AND INSTALLATION OF A 100KW GENERATOR FOR CITY HALL.

Grant funds in the amount of \$20,718 have been awarded to the City from Region 7 Emergency Management toward a 45KW gas generator for police operations. A capital improvement amount of \$15,000 has been budgeted to upgrade the project to a 100KW gas generator to run all of City Hall. The generator will be purchased from Graham Electric at a cost of \$27,810. The State of Michigan is requesting that Graham Electric receive this bid. The electrical work will be performed by our Electrician of Record, Top Line for \$5,600 and the gas work by Custom Sheet Metal, our Heating Contractor of Record for \$2,100. Total project cost to upgrade to the 100KW is \$35,718.

At this time Council could take action to support and approve the purchase and installation of a 100KW natural gas generator for City Hall at a project cost of \$35,718.

- c.) CONSIDERATION OF A RIVERFRONT LEASE, 556 FIRST STREET.

Todd and Cynthia Lloyd have made an offer to purchase the property at 556 First Street contingent upon obtaining a Riverfront Lease from the City. The City has traditionally allowed a 30 foot Residential Riverfront Lease to adjoining property owners in this area. The current Riverfront leases are for a five-year period (2013-2017). Staff recommends that if Council were to grant a lease to Mr. & Mrs. Lloyd that it is for a four-year period of time so that all of the leases maintain the same renewal dates. A lease has been prepared by the City Attorney.

At this time Council could take action to authorize the Mayor and City Clerk to execute a Riverfront Lease with Todd and Cynthia Lloyd upon the purchase of the property at 556 First Street.

- d.) CONSIDERATION OF CITY COUNCIL RESOLUTION TO APPROVE OF POVERTY EXEMPTION GUIDELINES (INCLUDING FEDERAL POVERTY INCOME STANDARDS FOR 2014 ASSESSMENTS AND ASSET LEVEL FOR 2014 ASSESSMENTS).

The adoption of the Resolution of Guidelines for Poverty Exemption from Property Tax for 2014 Assessed and Taxable Values is required of the Manistee City Council in order for the Board of Review to grant poverty exemptions from property taxation. The homestead of persons who the Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 390, 1994 (MCL 211.7u). The guidelines include, but are not limited to, the specific income and asset levels of the claimant and all persons residing in the household.

At this time Council could take action to approve the Resolution of Guidelines for Poverty Exemption from Property Tax for 2014 Assessed and Taxable Value.

- e.) CONSIDERATION OF COUNCIL COMMITTEE APPOINTMENTS.

At this time the Mayor could take action to make various Council Committee appointments.

IX. Notices, Communications, Announcements.

- a.) A REPORT FROM THE CITY MANAGER.

A regular part of each Council meeting is a report from a cooperating agency, organization or department.

The City Manager's Office annually prepares a review of calendar year activities. That review provides City Council and the Community an opportunity to step back from day to day activities and take a longer look at what has been accomplished. City Manager Mitchell D. Deisch and Staff have compiled a comprehensive report on the 2013 Highlights for the City of Manistee.

No action is required on this item.

*b.) NOTIFICATION REGARDING NEXT WORK SESSION.

A Council work session has been scheduled for Tuesday, January 14, 2014 at 7 p.m. A discussion will be conducted on the Clerk/Treasurer White Paper, Project Updates; and such business as may come before Council. No action is required on this item.

X. Concerns and Comments.

a.) CITIZEN COMMENT. This is an opportunity for citizens to comment on municipal services, activities or areas of City involvement. Citizens in attendance shall be recognized by the Mayor for comments (limited to five minutes). Letters submitted to Council will not be publicly read.

b.) OFFICIALS AND STAFF.

c.) COUNCILMEMBERS.

XI. Adjourn.

MDD:cl

COUNCIL AGENDA ATTACHMENTS:

Council Meeting Minutes – December 3, 2013
Council Work Session Minutes – December 10, 2013
Monthly Bills
Marina Dredge Contract with Swidorski
City Hall Generator Purchase & Installation
Riverfront Lease Request
2014 Poverty Exemption Resolution
Council Committee Appointments
2013 Highlights

PROCEEDINGS OF THE MANISTEE CITY COUNCIL – December 3, 2013

A regular meeting of the Manistee City Council was called to order by her honor, Mayor Colleen Kenny on Tuesday, December 3, 2013 at 7:00 p.m. in the City Hall Council Chambers, 70 Maple Street, followed by the Pledge of Allegiance.

PRESENT: Colleen Kenny, Edward Cote, Robert Hornkohl, Robert Goodspeed, Catherine Zaring, Mark Wittlieff, and Eric Gustad.

ALSO PRESENT: City Manager – Mitch Deisch, City Attorney – George Saylor, City Clerk – Michelle Wright, City Assessor – Julie Beardslee, and Finance Director – Ed Bradford.

CITIZEN COMMENTS ON AGENDA RELATED ITEMS.

Mayor Kenny stated that additional applications for Boards & Commissions were received since the agenda was printed. Applications were received from Dale Picardat / Airport Authority, Ed Kriskywicz / Board of Review, and T Eftaxiadis / Board of Review alternate member.

No citizen comments received.

CONSENT AGENDA.

- Minutes - November 19, 2013 - Regular Meeting
- Payroll - November 11-24, 2013 - \$ 110,740.00
- Cash Balances Report - October 2013
- Notification Regarding Next Work Session – December 10, 2013
A discussion will be conducted on the Street Asset Management Plan; and such business as may come before the Council.

MOTION by Hornkohl, second by Cote to approve the Consent Agenda as presented.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Cote, Hornkohl, Goodspeed, Zaring, Adams, and Gustad

NAYS: None

CONSIDERATION OF ALLOWING CITY MANAGER MITCHELL D. DEISCH TO JOIN THE MICHIGAN EMPLOYEE'S RETIREMENT SYSTEM (MERS) NON-UNION DEFINED BENEFIT RETIREMENT PLAN.

City Council and City Manager Mitchell D. Deisch (MD) approved a revised employment agreement on September 16, 2013. Included in this employment agreement was a provision that allowed MD to join the MERS non-union defined benefit plan, subject to confirmation by

PROCEEDINGS OF THE MANISTEE CITY COUNCIL – December 3, 2013

MERS. MERS has confirmed that MD is eligible to join the non-union defined benefit plan. A supplemental valuation was prepared and provided to City Council. MD will be 100% responsible for the purchase of all eligible years of service.

MOTION by Hornkohl, second by Zaring to approve City Manager Mitchell D. Deisch to join the Michigan Employees Retirement System City of Manistee non-union defined benefit plan in accordance to the terms in the City of Manistee / Mitchell D. Deisch employment agreement. It was stated that this will not cost the City any additional money.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Cote, Hornkohl, Goodspeed, Zaring, Wittlieff, and Gustad

NAYS: None

CONSIDERATION OF APPLICATIONS TO BOARDS AND COMMISSIONS.

The City Clerk has taken action to advertise vacancies on the Airport Authority, Board of Review, Compensation Commission, Downtown Development Authority, Historic District Commission, Non-Motorized Transportation Committee, Tree Commission and the Zoning Board of Appeals.

All appointments by the Mayor are subject to the Council's approval, unless otherwise specified by statute or ordinance. Nominations for Council appointments do not require a second. After a member of Council nominates an individual for appointment, Council shall vote on the nomination. A majority vote in favor of placement of the nominee is required for appointment.

The following applications have been received (*Incumbent):

AIRPORT AUTHORITY. One vacancy, three-year term ending 11/30/16. This is the City's nomination to the County Airport Authority, Mayoral appointment.

Dale Picardat, 521 Pine Street*

Mayor Kenny appointed Dale Picardat – 521 Pine Street as the City's nomination to the County Airport Authority for a three-year term ending 11/30/16. Cote supported the Mayor's appointment.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Cote, Hornkohl, Goodspeed, Zaring, Wittlieff, and Gustad

NAYS: None

BOARD OF REVIEW. One *Regular* member three-year term ending 12/31/16, two *Alternate* members terms ending 12/31/14 and 12/31/16, Council appointment. Applicants shall be

PROCEEDINGS OF THE MANISTEE CITY COUNCIL – December 3, 2013

taxpaying electors of the City who are owners of property assessed for taxes in the City and, at the time of their appointment, are neither elected nor appointed officials of the City.

Ed Kriskywicz, 387 River Street
T Eftaxiadis, 817 Cherry St. (alternate)*

Hornkohl nominated T Eftaxiadis – 817 Cherry Street as an *alternate* member to the Board of Review for a three-year term ending 12/31/16, second by Cote.

With a roll call vote this nomination passed unanimously.

AYES: Kenny, Cote, Hornkohl, Goodspeed, Zaring, Wittlieff, and Gustad
NAYS: None

Gustad nominated Ed Kriskywicz – 387 River Street as a *regular* member to the Board of Review for a three-year term ending 12/31/16, second by Wittlieff.

With a roll call vote this nomination passed unanimously.

AYES: Kenny, Cote, Hornkohl, Goodspeed, Zaring, Wittlieff, and Gustad
NAYS: None

COMPENSATION COMMISSION. One vacancy, five-year term ending 09/30/18, Mayoral appointment.

Donna Korzeniewski, 17 Magill Street*

Mayor Kenny appointed Donna Korzeniewski – 17 Magill Street to the Compensation Commission for a five-year term ending 09/30/18. Goodspeed supported the Mayor's appointment.

With a roll call vote this appointment passed unanimously.

AYES: Kenny, Cote, Hornkohl, Goodspeed, Zaring, Wittlieff, and Gustad
NAYS: None

DOWNTOWN DEVELOPMENT AUTHORITY. One vacancy for a *Resident* member, unexpired term ending 06/30/15, Mayoral appointment.

None received.

HISTORIC DISTRICT COMMISSION. One unexpired term ending 02/28/15, Council appointment.

None received.

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NON-MOTORIZED TRANSPORTATION COMMITTEE. Two unexpired terms ending 03/31/13 and 03/31/15, Mayoral appointment.

None received.

TREE COMMISSION. Three vacancies, three-year terms ending 12/31/16, Mayoral appointment.

Susan Verheek, 417 Second Street*
Pat Sagala, 811 Oak Street*

Mayor Kenny appointed Susan Verheek – 417 Second Street to the Tree Commission for a three-year term ending 12/31/16. Cote supported the Mayor's appointment.

With a roll call vote this appointment passed unanimously.

AYES: Kenny, Cote, Hornkohl, Goodspeed, Zaring, Wittlieff, and Gustad
NAYS: None

Mayor Kenny appointed Pat Sagala – 811 Oak Street to the Tree Commission for a three-year term ending 12/31/16. Zaring supported the Mayor's appointment.

With a roll call vote this appointment passed unanimously.

AYES: Kenny, Cote, Hornkohl, Goodspeed, Zaring, Wittlieff, and Gustad
NAYS: None

ZONING BOARD OF APPEALS. *Alternate* member, one unexpired term ending 05/31/15, Mayoral appointment.

None received.

A REPORT FROM THE 2-1-1 ACTION TEAM AND REPUBLIC SERVICES.

Ms. Evelyn Szpliet reported on the activities of the 2-1-1 Action Team and responded to questions the Council had regarding their activities.
Republic Services report will be rescheduled.

CITIZEN COMMENT.

June Waterman – 108 Walnut Street informed Council of her dissatisfaction of the trimming of her hedges along the alley that was done by the DPW.

Patrick Kay – 438 Third Street introduced himself as the new Manistee Main Street DDA Director.

OFFICIALS AND STAFF.

Beardslee commented on the difficulty in recruiting Board of Review members and asked City Council for their help, one alternate member is still needed. She also informed Council of a new tax exemption allowing disabled veterans 100% property tax exemption, deadline to apply is next Tuesday, December 10th in order to be heard at the December Board of Review.

COUNCILMEMBERS.

Hornkohl wished everyone a good time at the Sleighbell Parade this weekend.

Zaring stated that the Disabled American Veterans are in desperate need of volunteer drivers; also hoped everyone enjoys Sleighbell Weekend.

Wittlieff asked what happened with Mrs. Waterman's hedge. Deisch stated the hedge was encroaching on the alleyway, the disagreement was not on the need of trimming but the amount and how it was done. Gustad asked if some type of prior notice could be given in these situations.

Kenny wished everyone safe travels this weekend and enjoy Sleighbell Weekend.

ADJOURN.

MOTION to adjourn was made by Cote, second by Zaring. Meeting adjourned at 7:40 p.m.

Michelle Wright MMC / CPFA, MiCPT
City Clerk/Deputy Treasurer

**MANISTEE CITY COUNCIL
WORK SESSION
MINUTES OF DECEMBER 10, 2013**

The Manistee City Council met in a work session on Tuesday, December 10, 2013 at 7 p.m. in the Council Chambers, City Hall, 70 Maple Street, Manistee, Michigan 49660.

MEMBERS PRESENT: Colleen Kenny, Eric Gustad, Bob Hornkohl, Catherine Zaring, Ed Cote, Robert Goodspeed, Mark Wittlieff

MEMBERS ABSENT: None

OTHERS PRESENT: Department Directors, Media and Public

Discussion on the 2008 Street Asset Management Plan. City Manager Mitch Deisch, DPW Director Jeff Mikula and Finance Director Ed Bradford made a comprehensive presentation to Council on the updated Street Asset Management Plan, current street conditions, benchmark data of similar communities, financial/budget realities and briefly discussed potential options for generating additional revenue for future road projects.

Future discussion with staff, Council and residents will be required to determine how the City moves forward with street improvements.

Adjourned at 8:50 p.m.

Respectfully submitted,



Mitchell D. Deisch, City Manager

MDD:cl

INVOICE APPROVAL LIST BY FUND REPORT

11/06/13

Date: 11/06/2013

Time: 4:28 pm

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City of Manistee

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Invoice Date	Amount
Fund: 101 GENERAL FUND							
Dept: 100 GENERAL							
101-100-801.000	Professional Ser CARL'S EXCAVATING INC	1609	St Mary's Pkwy Fire Demo	39015	11/01/2013	11/01/2013	10,597.55
							10,597.55
101-100-859.000	Utilities - DataIn						
	CHARTER COMMUNICATI	6243N2 209 0088022 - Nov 13	Monthly Service - City Hall	39016	10/22/2013	10/22/2013	224.99
	CHARTER COMMUNICATI	6243N2 209 0076258 - Nov 13	Monthly Service - City Hall	39016	10/22/2013	10/22/2013	6.16
							231.15
101-100-925.001	Electric - Street L CONSUMERS ENERGY		Electric Usage	39019	11/17/2013	10/23/2013	443.63
							443.63
101-100-999.000	Transfers Out CITY OF MANISTEE COMMOI		Ramsdell Theatre Oper.Transfer	1039011	11/01/2013	11/01/2013	3,916.67
							3,916.67
Total Dept. GENERAL:							15,189.00
Dept: 172 MANAGER							
101-172-728.000	SUPPLIES - Ope						
	PNC BANK	October 2013	Credit Card Charges	39048	11/24/2013	10/30/2013	178.29
	PNC BANK	October 2013	Credit Card Charges	39048	11/24/2013	10/30/2013	129.00
	PNC BANK	October 2013	Credit Card Charges	39048	11/24/2013	10/30/2013	-178.29
							129.00
101-172-860.000	Travel & Training PNC BANK	October 2013	Credit Card Charges	39048	11/24/2013	10/30/2013	10.00
							10.00
101-172-870.000	Memberships & I INTERNATIONAL ASSOCIATI	9563523	Membership Renewal - Lokovich	39030	10/28/2013	10/28/2013	113.00
							113.00
101-172-957.000	Motor Pool CITY OF MANISTEE COMMOI		Equipment Rental - Motor Pool	1039011	11/01/2013	11/01/2013	750.00
							750.00
Total Dept. MANAGER:							1,002.00
Dept: 215 CLERK							
101-215-728.000	SUPPLIES - Ope						
	JACKPINE BUSINESS CENTE	362901-0	Labels, Copy Paper	39032	12/05/2013	11/05/2013	22.98
	KOPY SALES INC.	89676	Cost Per Copy - Finance/Clerk	1039016	11/11/2013	11/01/2013	9.39
	PNC BANK	October 2013	Credit Card Charges	39048	11/24/2013	10/30/2013	153.03
							185.40
101-215-831.000	Contractual Repa KOPY SALES INC.	89676	Cost Per Copy - Finance/Clerk	1039016	11/11/2013	11/01/2013	35.06
							35.06
101-215-860.000	Travel & Training						
	PNC BANK	October 2013	Credit Card Charges	39048	11/24/2013	10/30/2013	373.20
	PNC BANK	October 2013	Credit Card Charges	39048	11/24/2013	10/30/2013	227.70
							600.90
101-215-900.000	Printing & Publis PIONEER GROUP/THE//	#41100167 - 10/31/13	Advertisements	39047	11/20/2013	10/31/2013	710.40
							710.40
Total Dept. CLERK:							1,531.76

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Invoice Date	Amount
Dept: 253 FINANCE / TREASURE							
101-253-728.000	SUPPLIES - Ope						
	JACKPINE BUSINESS CENTE	361963-0	Lsr Labels	39032	11/16/2013	10/17/2013	5.99
	JACKPINE BUSINESS CENTE	362901-0	Labels, Copy Paper	39032	12/05/2013	11/05/2013	369.00
	PNC BANK	October 2013	Credit Card Charges	39048	11/24/2013	10/30/2013	52.99
	PNC BANK	October 2013	Credit Card Charges	39048	11/24/2013	10/30/2013	29.99
							457.97
101-253-860.000	Travel & Training						
	PNC BANK	October 2013	Credit Card Charges	39048	11/24/2013	10/30/2013	49.53
	PNC BANK	October 2013	Credit Card Charges	39048	11/24/2013	10/30/2013	454.53
	PNC BANK	October 2013	Credit Card Charges	39048	11/24/2013	10/30/2013	373.20
							877.26
Total Dept. FINANCE / TREASURER:							1,335.23
Dept: 257 ASSESSOR							
101-257-728.000	SUPPLIES - Ope						
	PNC BANK	October 2013	Credit Card Charges	39048	11/24/2013	10/30/2013	19.86
							19.86
101-257-801.000	Professional Ser						
	OSGOOD/JACKLYN//		16 Bldg Permits/Reappraisals	39044	11/30/2013	10/31/2013	160.00
							160.00
Total Dept. ASSESSOR:							179.86
Dept: 265 MUNICIPAL BUILDING							
101-265-728.000	SUPPLIES - Ope						
	PURE WATER WORKS INC	246016	Purified Water	39050	11/29/2013	10/30/2013	40.00
	WAHR HARDWARE, INC.	C2788	Countertop Magic	1039021	11/24/2013	10/25/2013	39.54
							79.54
101-265-831.000	Contractual Repa						
	PERSONAL PLUMBING INC	131025-6	City Hall - Trap, Closet Spud,	39045	10/25/2013	10/25/2013	39.23
	TOP LINE ELECTRIC LLC	4671	Replace Ballast - Clerk's Offi	1039020	10/07/2013	10/07/2013	951.79
	TOP LINE ELECTRIC LLC	4732	Replace Ballast - Police Dept	1039020	10/28/2013	10/28/2013	55.50
	TOP LINE ELECTRIC LLC	4735	Replace Can Light Ballast -	1039020	10/28/2013	10/28/2013	121.03
							1,167.55
101-265-850.000	Phone						
	POWERNET GLOBAL COMM	30518682	Monthly Service	39049	11/22/2013	11/02/2013	153.81
							153.81
101-265-920.441	Gas - DPW						
	DTE ENERGY		Gas Usage - 280 Washington St	39021	11/29/2013	10/30/2013	560.01
							560.01
101-265-925.000	Electric						
	CONSUMERS ENERGY		Electric Usage	39019	11/17/2013	10/23/2013	1,758.16
							1,758.16
101-265-925.336	Electric - Fire						
	CONSUMERS ENERGY		Electric Usage	39019	11/17/2013	10/23/2013	282.39
							282.39
101-265-925.441	Electric - DPW						
	CONSUMERS ENERGY		Electric Usage	39019	11/17/2013	10/23/2013	1,048.66
							1,048.66
101-265-925.446	Electric - Bridge						
	CONSUMERS ENERGY		Electric Usage	39019	11/17/2013	10/23/2013	198.27
							198.27

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Invoice Date	Amount
Total Dept. MUNICIPAL BUILDINGS:							5,248.39
Dept: 301 POLICE							
101-301-715.000	Uniform & Cleani ON DUTY GEAR LLC	10805	Shirts - Sgt Bruce	39043	11/29/2013	10/30/2013	163.91
							163.91
101-301-860.000	Travel & Training PNC BANK	October 2013	Credit Card Charges	39048	11/24/2013	10/30/2013	270.00
	PNC BANK	October 2013	Credit Card Charges	39048	11/24/2013	10/30/2013	92.13
							362.13
101-301-957.000	Motor Pool CITY OF MANISTEE COMMOI		Equipment Rental - Motor Pool	1039011	11/01/2013	11/01/2013	2,583.33
							2,583.33
Total Dept. POLICE:							3,109.37
Dept: 336 FIRE							
101-336-728.000	SUPPLIES - Ope JACKPINE BUSINESS CENTE	360775-0 CR	Paid In Error - prepaid inv	39032	10/27/2013	09/27/2013	-1.69
	PHYSIO-CONTROL INC	114042934	Multitech 3G Gateway - Verizon	39046	10/06/2013	09/06/2013	1,763.28
	PHYSIO-CONTROL INC	214002017	CREDIT - Multitech 3G Gateway	39046	10/20/2013	09/20/2013	-1,718.28
	PNC BANK	October 2013	Credit Card Charges	39048	11/24/2013	10/30/2013	15.00
							58.31
101-336-732.000	SUPPLIES - Mec PNC BANK	October 2013	Credit Card Charges	39048	11/24/2013	10/30/2013	53.63
	PNC BANK	October 2013	Credit Card Charges	39048	11/24/2013	10/30/2013	15.24
							68.87
101-336-930.000	Repairs & Mainte AUTO VALUE \ BTB PARTS S	256-828339	Oil Filters	39012	10/03/2013	09/03/2013	14.78
	J.O. GALLOUP COMPANY	SA01767837.001	Supplies - Fire Dept	39031	09/22/2013	08/23/2013	181.28
	MANISTEE FORD INC	78644	Couplings	39036	10/19/2013	09/19/2013	41.25
							237.31
101-336-957.000	Motor Pool CITY OF MANISTEE COMMOI		Equipment Rental - Motor Pool	1039011	11/01/2013	11/01/2013	2,250.00
							2,250.00
101-336-970.000	Capital Outlay BREATHING AIR SYSTEMS	1034400-IN	Breathing Air Station	39014	11/10/2013	10/11/2013	2,123.70
							2,123.70
101-336-985.000	Lease Purchase BLI RENTALS LLC	2	Fire Dept Garage Rental	39013	11/15/2013	11/01/2013	198.74
							198.74
Total Dept. FIRE:							4,936.93
Dept: 441 PUBLIC WORKS							
101-441-715.000	Uniform & Cleani MODEL COVERALL SERVICE	0385907	Uniform Cleaning - DPW	1039019	11/20/2013	10/21/2013	29.26
	MODEL COVERALL SERVICE	0387572	Uniform Cleaning - DPW	1039019	11/27/2013	10/28/2013	29.26
							58.52
101-441-728.000	SUPPLIES - Ope ABSOLUTE SAFETY, INC.	DPW251013	Safety Meeting - Annual Fire	39009	11/24/2013	10/25/2013	135.30
	FASTENAL COMPANY	MIMAN101123	Ear Plugs	39024	11/16/2013	10/17/2013	31.30
	JACKPINE BUSINESS CENTE	361832-1	Pine Sol	39032	11/18/2013	10/19/2013	32.99
	JACKPINE BUSINESS CENTE	362294-0	Sharpie, Business Card Holder,	39032	11/23/2013	10/24/2013	105.19
	OLESON'S FOOD STORES	#8846 - 11/01/13	Charcoal Fluid, Chips, Colesla	39041	12/01/2013	11/01/2013	36.45

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	PNC BANK	October 2013	Credit Card Charges	39048	11/24/2013	10/30/2013	123.87
							465.10
101-441-831.000	Contractual Repa						
	TOP LINE ELECTRIC LLC	4675	Remove Electrical Heaters &	1039020	10/07/2013	10/07/2013	988.56
	TOP LINE ELECTRIC LLC	4733	Repair Lights on Salt Shed,	1039020	10/28/2013	10/28/2013	55.50
							1,044.06
101-441-860.000	Travel & Training						
	PNC BANK	October 2013	Credit Card Charges	39048	11/24/2013	10/30/2013	290.22
	PNC BANK	October 2013	Credit Card Charges	39048	11/24/2013	10/30/2013	99.00
							389.22
101-441-900.000	Printing & Publis						
	PIONEER GROUP/THE//	#41100167 - 10/31/13	Advertisements	39047	11/20/2013	10/31/2013	74.90
							74.90
101-441-930.000	Repairs & Mainte						
	ADVANCE AUTO PARTS	8145326047795	Shop Towels, Stick-Car/Brz,	39010	09/17/2013	09/17/2013	62.22
	AUTO VALUE \ BTB PARTS S	256-832460	Spacer Band	39012	11/17/2013	10/18/2013	192.54
	AUTO VALUE \ BTB PARTS S	256-832666	Gray Primer, John Deere Grn	39012	11/20/2013	10/21/2013	9.68
	AUTO VALUE \ BTB PARTS S	256-832481	Air Chuck, Male Plug, Female	39012	11/20/2013	10/21/2013	65.30
	AUTO VALUE \ BTB PARTS S	256-833286	ID Lic Harness	39012	11/28/2013	10/29/2013	68.80
	AUTO VALUE \ BTB PARTS S	256-833517	Kwik Conn. Blade	39012	11/30/2013	10/31/2013	10.98
	BELL EQUIPMENT COMPANY	0095898	Pressure Switch, Vogel Auto Lu	0	10/04/2013	09/04/2013	101.00
	BELL EQUIPMENT COMPANY	0096484	CREDIT - Return Pressure Switc	0	10/30/2013	09/30/2013	-101.00
	FASTENAL COMPANY	MIMAN101164	Carriage Bolts	39024	11/17/2013	10/18/2013	5.37
	FASTENAL COMPANY	MIMAN101150	Carriage Bolt, Flat Washer,	39024	11/17/2013	10/18/2013	16.56
	FASTENAL COMPANY	MIMAN101172	Batteries	39024	11/20/2013	10/21/2013	52.35
	FASTENAL COMPANY	MIMAN101192	Pipe Wrench	39024	11/21/2013	10/22/2013	46.96
	FASTENAL COMPANY	MIMAN101297	Wet/Dry Diamond Blade	39024	11/27/2013	10/28/2013	71.44
	GREAT LAKES MATERIALS	8053164	21AA - Port Inland	1039013	10/01/2013	10/01/2013	380.33
	GREAT LAKES MATERIALS	8053179	21AA - Port Inland	1039013	10/10/2013	10/10/2013	225.50
	GREAT LAKES MATERIALS	8053183	21AA - Port Inland	1039013	10/14/2013	10/14/2013	439.59
	HARBOR STEEL & SUPPLY C	04184544	3/16 x 4 Flat HR S/C	39028	11/17/2013	10/18/2013	45.00
	LAKE WELDING SUPPLY CO.	00910430	Oxygen Medical, Oxygen	1039017	11/21/2013	10/22/2013	36.34
	LAKE WELDING SUPPLY CO.	00911915	Oxygen	1039017	11/29/2013	10/30/2013	34.08
	NAPA AUTO PARTS	172404	Shop Towels	39040	10/23/2013	10/23/2013	37.08
	NAPA AUTO PARTS	172420	Tape	39040	10/24/2013	10/24/2013	74.84
	OLSON LUMBER COMPANY	103328	Treated Plywood	39042	11/17/2013	10/18/2013	255.12
	TERMINAL SUPPLY CO	65907-00	Clearance/Marker Lamp, 2-1/2"	39054	11/20/2013	10/21/2013	173.15
	TRUCK & TRAILER SPECIALT	C62464	Air Cyl	39055	10/21/2013	10/21/2013	141.62
	WAHR HARDWARE, INC.	D1836	Bulbs	1039021	11/16/2013	10/17/2013	22.36
	WAHR HARDWARE, INC.	C2731	Mason Line, Line Level	1039021	11/23/2013	10/24/2013	4.19
							2,471.40
101-441-955.000	Christmas Decor						
	PNC BANK	October 2013	Credit Card Charges	39048	11/24/2013	10/30/2013	300.73
							300.73
101-441-957.000	Motor Pool						
	CITY OF MANISTEE COMMOI		Equipment Rental - Motor Pool	1039011	11/01/2013	11/01/2013	6,000.00
							6,000.00
							Total Dept. PUBLIC WORKS: 10,803.93
Dept: 751 PARKS & RECREATIO							
101-751-831.000	Contractual Repa						
	MANISTEE AREA PUBLIC SCI		Community Pool Agreement	39034	11/29/2013	10/30/2013	10,000.00
	MANISTEE AREA PUBLIC SCI		Community Pool Agreement	39034	11/29/2013	10/30/2013	10,000.00
	TOP LINE ELECTRIC LLC	4672	Replace Ballast - Reitz Park	1039020	10/07/2013	10/07/2013	78.03
	TOP LINE ELECTRIC LLC	4666	Disconnect Temp Freezer -	1039020	10/07/2013	10/07/2013	83.25
	TOP LINE ELECTRIC LLC	4722	Repair Light by Old Kiosk Loc	1039020	10/24/2013	10/24/2013	71.03

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							20,232.31
101-751-920.000 Gas	DTE ENERGY		Gas Usage - 580 Maple St	39021	12/01/2013	11/01/2013	41.16
							41.16
101-751-925.000 Electric	CONSUMERS ENERGY		Electric Usage	39019	11/17/2013	10/23/2013	1,185.43
							1,185.43
101-751-930.000 Repairs & Mainte	ELMER'S CRANE & DOZER, I	378601	Concrete - Parks Dept	39023	11/03/2013	10/10/2013	1,067.26
	ELMER'S CRANE & DOZER, I	378970	Concrete - Hamlin Park	39023	11/07/2013	10/14/2013	385.00
	FASTENAL COMPANY	MIMAN101290	Cable Ties	39024	11/24/2013	10/25/2013	39.96
	WAHR HARDWARE, INC.	D1831	CLR Cleaner, Bleach	1039021	11/16/2013	10/17/2013	19.16
							1,511.38
101-751-957.000 Motor Pool	CITY OF MANISTEE COMMOI		Equipment Rental - Motor Pool	1039011	11/01/2013	11/01/2013	3,000.00
							3,000.00
Total Dept. PARKS & RECREATION:							25,970.28
tal Fund GENERAL FUND:							69,306.75
Fund: 202 MAJOR STREET FUND							
Dept: 000							
202-000-936.000 Preservation Stre	CITY OF MANISTEE GENERA		Major & Local Street Reimburse	1039012	11/01/2013	11/01/2013	9,083.34
							9,083.34
202-000-938.000 Winter Maintena	CITY OF MANISTEE GENERA		Major & Local Street Reimburse	1039012	11/01/2013	11/01/2013	8,083.33
							8,083.33
Total Dept. 000:							17,166.67
id MAJOR STREET FUND:							17,166.67
Fund: 203 LOCAL STREET FUND							
Dept: 000							
203-000-936.000 Preservation Stre	CITY OF MANISTEE GENERA		Major & Local Street Reimburse	1039012	11/01/2013	11/01/2013	3,916.67
							3,916.67
203-000-938.000 Winter Maintena	CITY OF MANISTEE GENERA		Major & Local Street Reimburse	1039012	11/01/2013	11/01/2013	2,833.33
							2,833.33
Total Dept. 000:							6,750.00
rd LOCAL STREET FUND:							6,750.00
Fund: 226 CITY REFUSE FUND							
Dept: 000							
226-000-826.000 Refuse Contract	ALLIED WASTE SERVICES #:	0239-001861744	Residential, Recycle, Bulky	39011	10/30/2013	09/30/2013	26,149.75
							26,149.75
226-000-827.000 Municipal Refuse	ALLIED WASTE SERVICES #:	0239-001857187	Parks, Marina, DPW, Fire	39011	10/30/2013	09/30/2013	1,377.15
	ALLIED WASTE SERVICES #:	0239-001861744	Residential, Recycle, Bulky	39011	10/30/2013	09/30/2013	240.00

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							1,617.15
226-000-829.001	Yard Waste Cont ALLIED WASTE SERVICES #:	0239-001861744	Residential, Recycle, Bulky	39011	10/30/2013	09/30/2013	3,755.00
							3,755.00
226-000-829.002	Yard Waste City CITY OF MANISTEE GENERA		Reimburse for Yard Waste	1039012	11/01/2013	11/01/2013	1,750.00
							1,750.00
						Total Dept. 000:	33,271.90
						Fund CITY REFUSE FUND:	33,271.90
 Fund: 243 BROWNFIELD REDEVI							
Dept: 000							
243-000-214.000	Due To Other Fui CITY OF MANISTEE GENERA		Payoff Bal of DTFD 243 / 101	1039012	11/05/2013	11/05/2013	30,000.00
							30,000.00
						Total Dept. 000:	30,000.00
 Dept: 693 334 River St Grant							
243-693-801.000	Professional Ser ELMER'S CRANE & DOZER, I RIO VISTA LLC	805340	334 River St Brownfield Proj 334 River St Brownfield	39023 39052	01/06/2013 09/30/2013	12/13/2012 09/30/2013	8,477.75 6,136.81
							14,614.56
						Total Dept. 334 River St Grant:	14,614.56
						EDEVELOPMENT AUTHO:	44,614.56
 Fund: 275 GRANT MANAGEMEN							
Dept: 901 LOCAL REVENUE SHA							
275-901-965.061	2013 Cycle 1 Tee LINKE LUMBER COMPANY LINKE LUMBER COMPANY PERSONAL PLUMBING INC	10181812 10181836 131025-7	Drywall Drywall, Corners, Joint Comp Teen Center Project - Material	39033 39033 39045	11/18/2013 11/19/2013 10/25/2013	10/28/2013 10/29/2013 10/25/2013	69.96 10.75 294.97
							375.68
						LOCAL REVENUE SHARING GRANTS:	375.68
 Dept: 902 OTHER GRANTS							
275-902-970.001	FEMA grant - SC BREATHING AIR SYSTEMS	1034400-IN	Breathing Air Station	39014	11/10/2013	10/11/2013	40,345.00
							40,345.00
						Total Dept. OTHER GRANTS:	40,345.00
						NT MANAGEMENT FUND:	40,720.68
 Fund: 290 PEG COMMISSION							
Dept: 000							
290-000-801.000	Professional Ser BROWN/KEITH R/PHD		MPA Operations - Nov 2013	1039009	11/01/2013	11/01/2013	3,250.00
							3,250.00
						Total Dept. 000:	3,250.00
						Fund PEG COMMISSION:	3,250.00

Fund: 296 RAMSDELL THEATRE

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Dept: 000							
296-000-308.000	Ramsdell Theatre WEST SHORE BANK		Ramsdell Roof-Note #1104879710	39057	11/16/2013	11/01/2013	15,300.74
							15,300.74
296-000-728.000	SUPPLIES - Oper JACKPINE BUSINESS CENTE	C 360910-0	CREDIT - Hi-Back Leat Chair	39032	11/10/2013	10/11/2013	-247.49
	JACKPINE BUSINESS CENTE	362542-0	Toner	39032	11/28/2013	10/29/2013	349.70
	KOPY SALES INC.	89676	Cost Per Copy - Finance/Clerk	1039016	11/11/2013	11/01/2013	50.00
	WAHR HARDWARE, INC.	10594	Cleaner, Toilet Cleaner	1039021	10/25/2013	09/25/2013	86.67
							238.88
296-000-753.000	Ramsdell - Perfo JACOBS-STRAIN/DAVID//		Ramsdell - Performance	39008	11/05/2013	11/05/2013	500.00
	METROPOLITAN OPERA ASS	HD10766	Ramsdell - The Nose	1039018	10/28/2013	10/28/2013	391.50
							891.50
296-000-801.000	Professional Ser JURCEVIC/SHELLY ANNETTE	October 2013	Ramsdell - Lessons	1039014	10/28/2013	10/28/2013	320.00
							320.00
296-000-831.000	Contractual Repa TOP LINE ELECTRIC LLC	4525	Ramsdell - Balcony Receptacles	1039020	08/20/2013	08/20/2013	1,059.66
	TOP LINE ELECTRIC LLC	4723	Install Light Fixture in Art	1039020	10/24/2013	10/24/2013	111.00
	TOP LINE ELECTRIC LLC	4737	Ramsdell - Storage Room/Wall	1039020	10/28/2013	10/28/2013	415.89
							1,586.55
296-000-892.500	Marketing PIONEER GROUP/THE//	#41100167 - 10/31/13	Advertisements	39047	11/20/2013	10/31/2013	300.00
	PIONEER GROUP/THE//	#41100167 - 10/31/13	Advertisements	39047	11/20/2013	10/31/2013	130.00
							430.00
296-000-925.000	Electric CONSUMERS ENERGY		Electric Usage	39019	11/17/2013	10/23/2013	1,025.95
							1,025.95
296-000-930.000	Repairs & Mainte SERVPRO OF MANISTEE, LU	3883204	Ramsdell - Window Cleaning	39053	10/28/2013	10/28/2013	225.00
							225.00
296-000-970.000	Capital Outlay HAGLUND'S FLOOR COVERI	94506	Rug for Conference Room Floor	39026	10/28/2013	10/28/2013	450.00
	TOP LINE ELECTRIC LLC	4660	Ramsdell - Directors Office	1039020	10/07/2013	10/07/2013	2,444.00
							2,894.00
296-000-998.000	Ramsdell Theatre WEST SHORE BANK		Ramsdell Roof-Note #1104879710	39057	11/16/2013	11/01/2013	2,169.24
							2,169.24
							Total Dept. 000: 25,081.86
							nd RAMSDELL THEATRE: 25,081.86
Fund: 508 BOAT RAMP FUND							
Dept: 000							
508-000-925.000	Electric CONSUMERS ENERGY		Electric Usage	39019	11/17/2013	10/23/2013	205.82
							205.82
							Total Dept. 000: 205.82
							Fund BOAT RAMP FUND: 205.82

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Fund: 573 WATER & SEWER UTIL							
Dept: 541 ADMINISTRATION							
573-541-728.000	SUPPLIES - Ope						
	HANSEN/LORI//		Office Cleaning	39027	10/20/2013	10/20/2013	75.00
	JACKPINE BUSINESS CENTE	33035	Turn On / Turn Off Sheets	39032	11/16/2013	10/17/2013	28.42
	JACKPINE BUSINESS CENTE	362655-0	Pens, Prism Pads	39032	11/29/2013	10/30/2013	30.77
							134.19
573-541-820.000	Administration						
	CITY OF MANISTEE GENERA		Administration - Water	1039012	11/01/2013	11/01/2013	19,741.67
							19,741.67
Total Dept. ADMINISTRATION:							19,875.86
Dept: 542 WATER OPERATION							
573-542-728.000	SUPPLIES - Ope						
	FASTENAL COMPANY	MIMAN100847	Gloves, Hand Cleaner	39024	11/02/2013	10/03/2013	23.98
							23.98
573-542-824.000	Lab Testing						
	CITY OF LUDINGTON		Total Coliform Testing	39017	10/08/2013	10/08/2013	150.00
	WAHR HARDWARE, INC.	9765	Freight	1039021	10/04/2013	09/04/2013	10.42
	WAHR HARDWARE, INC.	9966	Freight	1039021	10/09/2013	09/09/2013	9.51
	WAHR HARDWARE, INC.	10227	Freight	1039021	10/16/2013	09/16/2013	9.51
							179.44
573-542-831.000	Contractual Repa						
	TOP LINE ELECTRIC LLC	4674	Install Outlet on Generator	1039020	10/07/2013	10/07/2013	183.30
							183.30
573-542-860.000	Travel & Training						
	PNC BANK	October 2013	Credit Card Charges	39048	11/24/2013	10/30/2013	-120.00
							-120.00
573-542-925.000	Electric						
	CONSUMERS ENERGY		Electric Usage	39019	11/17/2013	10/23/2013	220.13
							220.13
573-542-930.000	Repairs & Mainte						
	CONSUMERS ENERGY - DAN	9300412738	Repair Underground Electric	39020	08/29/2013	08/29/2013	447.49
	EJ USA, INC	3657440	Svc Box Set 41-64" Loose Asmbl	39022	11/22/2013	10/23/2013	3,420.00
	MICHIGAN PIPE & VALVE	T61196	Copper, Tee, Cplg, Bush	39038	12/04/2013	10/10/2013	2,347.44
	WAHR HARDWARE, INC.	10684	Sunrise-Red Spray	1039021	10/27/2013	09/27/2013	26.06
	WAHR HARDWARE, INC.	C1904	Filter Cartridge	1039021	11/13/2013	10/14/2013	14.99
	WAHR HARDWARE, INC.	C3012	1/4" Hex Bit Socket	1039021	11/27/2013	10/28/2013	3.50
							6,259.48
573-542-957.000	Motor Pool						
	CITY OF MANISTEE COMMOI		Equipment Rental - Motor Pool	1039011	11/01/2013	11/01/2013	2,916.67
							2,916.67
Total Dept. WATER OPERATION:							9,663.00
Dept: 543 SEWER - WWTP							
573-543-715.000	Uniform & Cleani						
	MODEL COVERALL SERVICE	0385904	Uniform Cleaning - WWTP	1039019	11/20/2013	10/21/2013	38.36
	MODEL COVERALL SERVICE	0387569	Uniform Cleaning - WWTP	1039019	11/27/2013	10/28/2013	38.36
							76.72
573-543-728.000	SUPPLIES - Ope						
	ABSOLUTE SAFETY, INC.	WWTP251013	Safety Meeting - Fire Exting &	39009	11/24/2013	10/25/2013	153.00
	ALLIED WASTE SERVICES #:	0239-001857160	2 Yd Front Laod - 15 9th St	39011	10/30/2013	09/30/2013	147.54
	COMMUNICRAFT LTD	28236	Shipping - WWTP	39018	10/25/2013	10/15/2013	85.76

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	FASTENAL COMPANY	MIMAN101129	Gloves	39024	11/16/2013	10/17/2013	10.01
	JACKPINE BUSINESS CENTE	362357-0	Correction Tape, Sharpie	39032	11/23/2013	10/24/2013	10.69
	JACKPINE BUSINESS CENTE	33069	Business Cards - J. Banks	39032	11/24/2013	10/25/2013	46.30
	PNC BANK	October 2013	Credit Card Charges	39048	11/24/2013	10/30/2013	148.38
							601.68
573-543-745.000	Chemicals						
	HAVILAND PRODUCTS COMI	90841	Ferric Chloride	39029	10/30/2013	09/30/2013	4,545.67
							4,545.67
573-543-801.000	Professional Ser						
	FISHBECK, THOMPSON, CAF	293620	WWTP Operations & Maint	39025	11/06/2013	10/07/2013	3,018.00
							3,018.00
573-543-824.000	Lab Testing						
	CITY OF LUDINGTON	2013	Man Made Lake E-Coli Testing	39017	10/08/2013	10/08/2013	270.00
	KAR LABORATORIES, INC.	138400	Analysis of Aqueous Samples	1039015	11/21/2013	10/22/2013	315.00
	KAR LABORATORIES, INC.	138468	Mercury Analysis	1039015	11/23/2013	10/24/2013	225.00
							810.00
573-543-831.000	Contractual Repa						
	QUALITY ASSURANCE SERV	1014131	Annual Service & Calibration	39051	10/14/2013	10/14/2013	210.00
							210.00
573-543-870.000	Memberships & I						
	MWEA	8520	Membership - R. Hunt	39039	09/17/2013	09/17/2013	60.00
	MWEA	8736	Membership - J. Banks	39039	11/07/2013	11/07/2013	60.00
							120.00
573-543-925.000	Electric						
	CONSUMERS ENERGY		Electric Usage	39019	11/17/2013	10/23/2013	1,164.77
							1,164.77
573-543-930.000	Repairs & Mainte						
	AUTO VALUE \ BTB PARTS S	256-832358	Non-Chl Brake Cl, Right Stuff	39012	11/16/2013	10/17/2013	27.17
	AUTO VALUE \ BTB PARTS S	256-832860	Multipurp	39012	11/22/2013	10/23/2013	30.90
	AUTO VALUE \ BTB PARTS S	256-833297	Hydrauli	39012	11/28/2013	10/29/2013	59.59
	FASTENAL COMPANY	MIMAN100885	Cap Screw, Hex Nut	39024	11/06/2013	10/07/2013	199.80
	J.O. GALLOUP COMPANY	S101963410.002	3/4x100 ft Coil Poly Pipe Silv	39031	10/30/2013	09/30/2013	32.63
	J.O. GALLOUP COMPANY	S101963410.003	PVC Pipe, Elbow, Coup, Union,	39031	11/06/2013	10/07/2013	187.12
	J.O. GALLOUP COMPANY	S102019897.001	Pipe, Couplings	39031	11/13/2013	10/14/2013	477.04
	J.O. GALLOUP COMPANY	S102024142.001	Soc Tee, PVC Soc or Thd Tutb	39031	11/14/2013	10/15/2013	35.10
	J.O. GALLOUP COMPANY	S102024122.001	ISO Grating w/Grit Green	39031	11/14/2013	10/15/2013	506.77
	J.O. GALLOUP COMPANY	S102020406.001	PVC Soc Coup, Pipe	39031	11/14/2013	10/15/2013	162.72
	J.O. GALLOUP COMPANY	S102029906.001	Soc Coup, Bushing	39031	11/15/2013	10/16/2013	13.16
	J.O. GALLOUP COMPANY	S102021022.001	Poly Pipe Silver Label, Elbow,	39031	11/21/2013	10/22/2013	74.28
	J.O. GALLOUP COMPANY	S102020406.002	Elbow	39031	11/21/2013	10/22/2013	66.37
	J.O. GALLOUP COMPANY	S102029906.002	3/4 PVC Sch 80 Soc 45 WYE	39031	11/21/2013	10/22/2013	2.95
	J.O. GALLOUP COMPANY	S102058123.001	Soc Red Coup, PVC Nip	39031	11/23/2013	10/24/2013	7.09
	USA BLUE BOOK	180329	Synthetic PD Blower Lubricant	39056	11/17/2013	10/18/2013	163.94
	WAHR HARDWARE, INC.	C2849	Screwdrivers, Bolts	1039021	11/25/2013	10/26/2013	11.31
	WAHR HARDWARE, INC.	C2856	Bolts	1039021	11/25/2013	10/26/2013	2.86
							2,060.80
573-543-957.000	Motor Pool						
	CITY OF MANISTEE COMMOI		Equipment Rental - Motor Pool	1039011	11/01/2013	11/01/2013	2,916.67
							2,916.67
							Total Dept. SEWER - WWTP: 15,524.31

Dept: 544 SEWER COLLECTION

573-544-715.000 Uniform & Cleani

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	MODEL COVERALL SERVICE	0385905	Uniform Cleaning - Str Sewers	1039019	11/20/2013	10/21/2013	18.82
	MODEL COVERALL SERVICE	0387570	Uniform Cleaning - Str Sewers	1039019	11/27/2013	10/28/2013	18.82
							37.64
573-544-957.000	Motor Pool						
	CITY OF MANISTEE COMMOI		Equipment Rental - Motor Pool	1039011	11/01/2013	11/01/2013	2,916.67
							2,916.67
							at. SEWER COLLECTION (STREETS): 2,954.31
							WATER & SEWER UTILITY: 48,017.48
Fund: 594 MARINA FUND							
Dept: 000							
594-000-728.000	SUPPLIES - Ope						
	FASTENAL COMPANY	MIMAN101355	Bathroom Tissue	39024	11/29/2013	10/30/2013	41.18
							41.18
594-000-831.000	Contractual Repa						
	PERSONAL PLUMBING INC	131025-5	Marina Project - Labor	39045	10/25/2013	10/25/2013	72.50
							72.50
594-000-925.000	Electric						
	CONSUMERS ENERGY		Electric Usage	39019	11/17/2013	10/23/2013	836.16
							836.16
							Total Dept. 000: 949.84
							Total Fund MARINA FUND: 949.84
Fund: 703 CURRENT TAX COLLE							
Dept: 000							
703-000-221.000	Due City						
	CITY OF MANISTEE		Summer Tax Distribution - Ops	1039010	11/06/2013	11/06/2013	19,458.64
							19,458.64
703-000-221.001	Due Refuse						
	CITY OF MANISTEE COMMOI		Summer Tax Distribution - Refu	1039011	11/06/2013	11/06/2013	1,293.79
							1,293.79
703-000-221.002	Due City Admin						
	CITY OF MANISTEE		Summer Tax Distribution - Admi	1039010	11/06/2013	11/06/2013	391.18
							391.18
703-000-221.003	Due City Pen\Int						
	CITY OF MANISTEE		Summer Tax Distribution - Pen	1039010	11/06/2013	11/06/2013	3,399.73
							3,399.73
703-000-222.000	Due County						
	MANISTEE COUNTY TREASL		Summer Tax Distribution - Ops	39035	11/06/2013	11/06/2013	5,959.01
							5,959.01
703-000-228.000	Due State of Micl						
	MANISTEE COUNTY TREASL		Summer Tax Distribution - SET	39035	11/06/2013	11/06/2013	6,533.40
							6,533.40
703-000-234.000	Due to Intermedi						
	MANISTEE INTERMEDIATE S		Summer Tax Distribution	39037	12/06/2013	11/06/2013	2,491.93
							2,491.93
703-000-235.000	Due Community						
	WEST SHORE COMMUNITY (Summer Tax Distribution	39058	12/06/2013	11/06/2013	3,348.58

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Invoice Date	Amount
							3,348.58
						Total Dept. 000:	42,876.26
						RENT TAX COLLECTION:	42,876.26
						Grand Total:	332,211.82

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
101	GENERAL FUND	69,306.75	0.00
202	MAJOR STREET FUND	17,166.67	0.00
203	LOCAL STREET FUND	6,750.00	0.00
226	CITY REFUSE FUND	33,271.90	0.00
243	BROWNFIELD REDEVELOPMENT AUTH	44,614.56	0.00
275	GRANT MANAGEMENT FUND	40,720.68	0.00
290	PEG COMMISSION	3,250.00	0.00
296	RAMSDELL THEATRE	25,081.86	0.00
508	BOAT RAMP FUND	205.82	0.00
573	WATER & SEWER UTILITY	48,017.48	0.00
594	MARINA FUND	949.84	0.00
703	CURRENT TAX COLLECTION	42,876.26	0.00
	Grand Total:	332,211.82	0.00

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Invoice Date	Amount
Fund: 101 GENERAL FUND							
Dept: 000							
101-000-255.000	Funds Held In Es						
	MANISTEE COUNTY SHERIFF		Public Auction Proceeds	39102	12/09/2013	11/09/2013	287.00
	MANISTEE COUNTY SHERIFF		Public Auction Proceeds	39103	12/09/2013	11/09/2013	250.00
							537.00
Total Dept. 000:							537.00
Dept: 100 GENERAL							
101-100-801.000	Professional Ser						
	CENTRAL INTERCONNECT, I	23193	City Garage - Install NWEM,	1039061	11/06/2013	11/06/2013	720.75
							720.75
101-100-901.000	Postage						
	EASYPERMIT POSTAGE#B000-9090-0723-7170 Nov 13		Postage	39080	11/08/2013	11/08/2013	2,161.72
							2,161.72
101-100-925.001	Electric - Street L						
	CONSUMERS ENERGY		Electric Usage	39074	11/25/2013	10/31/2013	10,713.83
							10,713.83
Total Dept. GENERAL:							13,596.30
Dept: 101 LEGISLATIVE							
101-101-728.000	SUPPLIES - Ope						
	JACKPINE BUSINESS CENTE	363515-0	Brass Name Plate - Wittlieff	39092	12/13/2013	11/13/2013	26.20
							26.20
Total Dept. LEGISLATIVE:							26.20
Dept: 172 MANAGER							
101-172-712.012	Costs - HRA Pay						
	CIC BENEFIT CONSULTING C	8422	HRA / Flex Admin - Nov 2013	39072	12/06/2013	11/06/2013	6.95
							6.95
101-172-728.000	SUPPLIES - Ope						
	OLESON'S FOOD STORES	#8862 - 11/20/13	Coffee, Creamer	39116	12/20/2013	11/20/2013	25.97
							25.97
101-172-831.000	Contractual Repa						
	KOPY SALES INC.	89677	Cost Per Copy - Manager	1039067	11/11/2013	11/01/2013	66.18
							66.18
Total Dept. MANAGER:							99.10
Dept: 215 CLERK							
101-215-712.012	Costs - HRA Pay						
	CIC BENEFIT CONSULTING C	8422	HRA / Flex Admin - Nov 2013	39072	12/06/2013	11/06/2013	6.95
							6.95
101-215-728.000	SUPPLIES - Ope						
	ACE HARDWARE & HOME CI	754587	Air Filter	39062	12/02/2013	11/02/2013	24.99
	CIC BENEFIT CONSULTING C	8422	HRA / Flex Admin - Nov 2013	39072	12/06/2013	11/06/2013	5.25
							30.24
101-215-740.000	Election Expense						
	GOVERNMENTAL BUSINESS	13-17751	Ballots, Test & Sample Ballots	39088	12/12/2013	11/12/2013	1,873.33
	MANISTEE COUNTY CLERK		Election Reimbursement -	39100	11/15/2013	11/15/2013	387.20
							2,260.53
101-215-801.000	Professional Ser						
	CIC BENEFIT CONSULTING C	Nov 2013	COBRA Administration	39072	12/01/2013	11/01/2013	42.75

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							42.75
							Total Dept. CLERK: 2,340.47
Dept: 253 FINANCE / TREASURE							
101-253-712.012	Costs - HRA Pay CIC BENEFIT CONSULTING C	8422	HRA / Flex Admin - Nov 2013	39072	12/06/2013	11/06/2013	6.95
							6.95
101-253-728.000	SUPPLIES - Ope CIC BENEFIT CONSULTING C	8422	HRA / Flex Admin - Nov 2013	39072	12/06/2013	11/06/2013	10.50
							10.50
101-253-900.000	Printing & Publis JACKPINE BUSINESS CENTE JACKPINE BUSINESS CENTE	33172 33195	Newsletter Newsletter Folding	39092 39092	12/08/2013 12/13/2013	11/08/2013 11/13/2013	365.68 45.00
							410.68
101-253-985.000	Lease Purchase US BANK EQUIPMENT FINAN	241177286	Kyocera Copier Lease - Finance	39135	11/16/2013	11/16/2013	125.90
							125.90
							Total Dept. FINANCE / TREASURER: 554.03
Dept: 257 ASSESSOR							
101-257-712.012	Costs - HRA Pay CIC BENEFIT CONSULTING C	8422	HRA / Flex Admin - Nov 2013	39072	12/06/2013	11/06/2013	6.95
							6.95
101-257-728.000	SUPPLIES - Ope CIC BENEFIT CONSULTING C	8422	HRA / Flex Admin - Nov 2013	39072	12/06/2013	11/06/2013	5.25
							5.25
							Total Dept. ASSESSOR: 12.20
Dept: 265 MUNICIPAL BUILDING:							
101-265-728.000	SUPPLIES - Ope FASTENAL COMPANY FASTENAL COMPANY TOP LINE ELECTRIC LLC WAHR HARDWARE, INC.	MIMAN100930 MIMAN101612 4740 C4845	Wypall, Can Liner, Bathroom Ti Road Runner Ice Melt Fluorescent Lamps Comet	39082 39082 1039075 1039076	12/05/2013 12/13/2013 10/31/2013 12/20/2013	11/05/2013 11/13/2013 10/31/2013 11/20/2013	178.04 115.62 93.99 1.49
							389.14
101-265-831.000	Contractual Repa PERSONAL PLUMBING INC	131115-2	Unclog Sink Drain - City Hall	39120	11/15/2013	11/15/2013	105.00
							105.00
101-265-850.000	Phone AT&T AT&T AT&T AT&T AT&T	2013 - 231R01300611 2013 - 231723351911 2013 - 231723180311 2013 - 231723158511 2013 - 231398067911	Monthly Service Monthly Service Monthly Service Monthly Service Monthly Service	39065 39065 39065 39065 39065	12/01/2013 12/13/2013 12/13/2013 12/13/2013 12/13/2013	11/01/2013 11/13/2013 11/13/2013 11/13/2013 11/13/2013	76.66 108.19 144.57 78.08 142.65
							550.15
101-265-920.000	Gas DTE ENERGY		Gas Usage - 70 Maple St	39078	12/05/2013	11/05/2013	299.68
							299.68
101-265-920.336	Gas - Fire Dept DTE ENERGY		Gas Usage - 281 1st St	39078	12/05/2013	11/05/2013	227.56
							227.56
101-265-920.446	Gas - Bridge						

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	DTE ENERGY		Gas Usage - 51 Maple St	39078	12/05/2013	11/05/2013	62.94
							62.94
101-265-925.000	Electric						
	CONSUMERS ENERGY		Electric Usage	39074	11/25/2013	10/31/2013	36.69
							36.69
Total Dept. MUNICIPAL BUILDINGS:							1,671.16
Dept: 266 ATTORNEY							
101-266-803.000	Prof Serv - Atty (
	CLARK HILL PLC	517488	Professional Services	39073	11/18/2013	11/18/2013	429.00
							429.00
Total Dept. ATTORNEY:							429.00
Dept: 290 BOARDS & COMMISSI							
101-290-887.000	Planning Commi						
	OLESON'S FOOD STORES	#9120 - 11/21/13	Pop, Ice, Cookies	39116	12/21/2013	11/21/2013	22.49
							22.49
tal Dept. BOARDS & COMMISSIONS:							22.49
Dept: 301 POLICE							
101-301-712.012	Costs - HRA Pay						
	CIC BENEFIT CONSULTING C	8422	HRA / Flex Admin - Nov 2013	39072	12/06/2013	11/06/2013	62.55
							62.55
101-301-715.000	Uniform & Cleani						
	MANISTEE CLEANING SOLU'	Oct 2013	Uniform Cleaning	39099	10/31/2013	10/31/2013	210.75
	ON DUTY GEAR LLC	10804	Shirts, Pants	39118	12/01/2013	11/01/2013	419.94
	ON DUTY GEAR LLC	10836	Shirts	39118	12/11/2013	11/11/2013	121.91
							752.60
101-301-728.000	SUPPLIES - Ope						
	CIC BENEFIT CONSULTING C	8422	HRA / Flex Admin - Nov 2013	39072	12/06/2013	11/06/2013	5.25
	JACKPINE BUSINESS CENTE	362606-0	View Bndr	39092	11/28/2013	10/29/2013	3.54
	JACKPINE BUSINESS CENTE	362447-1	Bndr Index	39092	11/29/2013	10/30/2013	14.99
	JACKPINE BUSINESS CENTE	363016-0	Ink Cartridges	39092	12/05/2013	11/05/2013	113.95
	JACKPINE BUSINESS CENTE	363258-0	Receipt Book, Marker, Pen, Sta	39092	12/19/2013	11/19/2013	36.55
	OLESON'S FOOD STORES	#4789 - 11/01/13	Bandages, Plates, Paper Towel,	39116	12/01/2013	11/01/2013	22.05
	OLESON'S FOOD STORES	#8611 - 11/13/13	Coffee, Paper Towel	39116	12/13/2013	11/13/2013	28.97
							225.30
101-301-770.000	Vehicle Gas						
	BLARNEY CASTLE FLEET PR	BC177 - 11/06/13	Fuel Usage	39069	11/20/2013	11/06/2013	1,337.51
							1,337.51
101-301-831.000	Contractual Repa						
	KOPY SALES INC.	89675	Cost Per Copy - Police	1039067	11/11/2013	11/01/2013	44.47
							44.47
101-301-860.000	Travel & Training						
	WEST SHORE MEDICAL CEN		EMT Training - S. Schmeling	39136	11/22/2013	10/23/2013	800.00
							800.00
101-301-900.000	Printing & Publis						
	JACKPINE BUSINESS CENTE	33150	Business Cards - Sgt Bruce	39092	12/06/2013	11/06/2013	40.50
	PIONEER GROUP/THE//	#42102299 - 11/30/13	Advertisements - Police	39121	12/05/2013	11/15/2013	78.85
							119.35
101-301-930.000	Repairs & Mainte						
	AUTO VALUE \ BTB PARTS S'	256-833284	Long Life Halogen	39066	11/28/2013	10/29/2013	69.98

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	MANISTEE TIRE SERVICE	19770	Tires - Change/Balance/Bead	39105	12/11/2013	11/11/2013	711.72
	MANISTEE TIRE SERVICE	19795	Tires - Change/Balance/Seal	39105	12/11/2013	11/11/2013	711.72
							1,493.42
							Total Dept. POLICE: 4,835.20
Dept: 336 FIRE							
101-336-712.012	Costs - HRA Pay CIC BENEFIT CONSULTING C	8422	HRA / Flex Admin - Nov 2013	39072	12/06/2013	11/06/2013	55.60
							55.60
101-336-715.000	Uniform & Cleani ABSOLUTE SAFETY, INC. DOUGLASS SAFETY SYSTEM LUCKY LIZARD AWARDS & G NYE UNIFORM COMPANY NYE UNIFORM COMPANY NYE UNIFORM COMPANY TAYLOR/DONNA// TELE-RAD INC.	MCFD061113 33186 2804 433040 435960 428250 3015 850644	Hi Viz Vests Fire Hunter Extreme 14" Pull Yellow Fire Department Tags Shirts - Darling Name Bar - Dominick Bell Crown Hat, Badge - Names, Paramedic, Heat Press Tactical Polo Shirts, EMS Pant	39060 1039063 39098 39115 39115 39115 39129 1039073	12/06/2013 11/15/2013 11/04/2013 10/09/2013 11/24/2013 12/05/2013 11/18/2013 11/13/2013	11/06/2013 10/16/2013 11/04/2013 09/09/2013 10/25/2013 11/05/2013 11/18/2013 10/29/2013	29.90 290.00 32.00 91.35 23.35 142.35 83.00 231.94
							923.89
101-336-728.000	SUPPLIES - Ope CIC BENEFIT CONSULTING C JACKPINE BUSINESS CENTE WAHR HARDWARE, INC. WAHR HARDWARE, INC.	8422 363252-0 D3089 C4659	HRA / Flex Admin - Nov 2013 Sht Protector Utility Hook Lge 16AA Value Pk, Glv Nipple, Bsh	39072 39092 1039076 1039076	12/06/2013 12/08/2013 12/12/2013 12/18/2013	11/06/2013 11/08/2013 11/12/2013 11/18/2013	15.75 6.99 7.18 30.94
							60.86
101-336-732.000	SUPPLIES - Mec DASH MEDICAL GLOVES INC MED ALLIANCE GROUP INC MOORE MEDICAL CORP. MOORE MEDICAL CORP.	INV0824661 37772 822788061 979626811	Nitrile Exam Gloves Flowsafe II CPAP Conforming Bndg, Amsafe Extens Smart Capnoline, Stifneck Coll	39076 39107 39112 39112	11/27/2013 12/12/2013 11/22/2013 12/05/2013	10/28/2013 11/12/2013 10/23/2013 11/05/2013	129.80 370.94 266.52 299.20
							1,066.46
101-336-770.000	Vehicle Gas BLARNEY CASTLE FLEET PR	BC177 - 11/06/13	Fuel Usage	39069	11/20/2013	11/06/2013	965.28
							965.28
101-336-801.000	Professional Ser ACCUMED BILLING INC FIRE PROGRAMS	October 2013 7714	AccuMed Fee Support & Upgrade Service	39061 39084	11/01/2013 12/01/2013	11/01/2013 11/01/2013	1,738.34 1,860.00
							3,598.34
101-336-831.000	Contractual Repa KOPY SALES INC.	89679	Cost Per Copy - Fire	1039067	11/11/2013	11/01/2013	40.10
							40.10
101-336-870.000	Memberships & I MICHIGAN STATE FIREMEN'S	2014	Membership	39110	10/30/2013	10/30/2013	75.00
							75.00
101-336-874.000	Retire. Costs - Bl JANOWIAK/DANIEL J// MODJESKI/MARK A// SCRIMGER/SID// SMITH/TIMM H// TABACZKA/JERRY J//		In Lieu of Blue Cross Insuranc In Lieu of Blue Cross Insuranc	39093 39111 1039071 1039072 39128	11/25/2013 11/25/2013 11/25/2013 11/25/2013 11/25/2013	11/25/2013 11/25/2013 11/25/2013 11/25/2013 11/25/2013	250.00 250.00 250.00 250.00 250.00
							1,250.00
101-336-900.000	Printing & Publis JACKPINE BUSINESS CENTE	33170	Business Cards - Darling	39092	12/08/2013	11/08/2013	71.30

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							71.30
							Total Dept. FIRE: 8,106.83
Dept: 441 PUBLIC WORKS							
101-441-712.012	Costs - HRA Pay						
	CIC BENEFIT CONSULTING C	8422	HRA / Flex Admin - Nov 2013	39072	12/06/2013	11/06/2013	69.50
							69.50
101-441-715.000	Uniform & Cleani						
	MODEL COVERALL SERVICE	0389265	Uniform Cleaning - DPW	1039070	12/04/2013	11/04/2013	29.26
	MODEL COVERALL SERVICE	0390978	Uniform Cleaning - DPW	1039070	12/11/2013	11/11/2013	29.26
	MODEL COVERALL SERVICE	0392653	Uniform Cleaning - DPW	1039070	12/18/2013	11/18/2013	29.26
							87.78
101-441-728.000	SUPPLIES - Ope						
	CENTRAL INTERCONNECT, I	23192	Toshiba IP Phones, Power Adptr	1039061	11/06/2013	11/06/2013	344.65
	CIC BENEFIT CONSULTING C	8422	HRA / Flex Admin - Nov 2013	39072	12/06/2013	11/06/2013	10.50
	LAKE WELDING SUPPLY CO.	00911766	Glove Liner, Gloves	1039068	11/29/2013	10/30/2013	23.56
	MICHIGAN MUNICIPAL LEAG	9256	CDL Consortium Drivers Fee	39109	11/01/2013	11/01/2013	770.00
	MODEL COVERALL SERVICE	0389264	Centerpull Roll Towel, Hand	1039070	12/04/2013	11/04/2013	117.60
	MODEL COVERALL SERVICE	0390977	Anti-Bac Foam Soap - DPW	1039070	12/11/2013	11/11/2013	50.40
							1,316.71
101-441-770.000	Vehicle Gas						
	BLARNEY CASTLE FLEET PR	BC177 - 11/06/13	Fuel Usage	39069	11/20/2013	11/06/2013	3,516.23
	BLARNEY CASTLE FLEET PR	BC177 - 11/06/13	Fuel Usage	39069	11/20/2013	11/06/2013	132.63
							3,648.86
101-441-930.000	Repairs & Mainte						
	ACE HARDWARE & HOME CI	108152	Bulbs	39062	03/16/2013	02/14/2013	26.97
	ACE HARDWARE & HOME CI	117203	Tape Rule	39062	11/09/2013	10/10/2013	10.99
	ACE HARDWARE & HOME CI	117520	Couple 2" DMV x 2" SCH40HXH	39062	11/17/2013	10/18/2013	1.29
	AUTO VALUE \ BTB PARTS S	256-833624	Toy Ret Clips	39066	12/01/2013	11/01/2013	4.69
	AUTO VALUE \ BTB PARTS S	256-834018	Gasket	39066	12/06/2013	11/06/2013	6.54
	AUTO VALUE \ BTB PARTS S	256-833954	Dsl Exh Fl 2.5G	39066	12/06/2013	11/06/2013	26.58
	AUTO VALUE \ BTB PARTS S	256-834061	Powerbead Rights	39066	12/07/2013	11/07/2013	30.69
	AUTO VALUE \ BTB PARTS S	256-834097	DOT AB Union Con	39066	12/07/2013	11/07/2013	11.98
	AUTO VALUE \ BTB PARTS S	256-834467	Hose Assy Air	39066	12/12/2013	11/12/2013	11.39
	AUTO VALUE \ BTB PARTS S	256-834458	Street Elbow, Hose Assy Air	39066	12/12/2013	11/12/2013	26.17
	AUTO VALUE \ BTB PARTS S	256-834511	Reman Alternators	39066	12/13/2013	11/13/2013	138.09
	AUTO VALUE \ BTB PARTS S	256-834625	4-Way Pick Kit, Cem Terminals	39066	12/14/2013	11/14/2013	14.98
	AUTO VALUE \ BTB PARTS S	256-834831	Voltage Reg	39066	12/16/2013	11/16/2013	24.79
	AUTO VALUE \ BTB PARTS S	256-834973	Oil Filter, Switches	39066	12/19/2013	11/19/2013	14.16
	AUTO VALUE \ BTB PARTS S	256-835066	ATC Bonus Pack	39066	12/20/2013	11/20/2013	23.59
	CHEMSEARCH	1249612	X-Ice	1039062	10/30/2013	10/20/2013	1,475.00
	DUNE SIDE AUTO GLASS	21030	Windshield	39079	12/14/2013	11/14/2013	244.84
	FASTENAL COMPANY	MIMAN101491	Spring Pin	39082	12/06/2013	11/06/2013	3.17
	FASTENAL COMPANY	MIMAN101545	Tiedown Ratchet Assembly	39082	12/08/2013	11/08/2013	16.35
	FESTERLING LLC/TED//	3512	Cutting Edge	39083	11/04/2013	11/04/2013	7,375.20
	FREIGHTLINER OF GRAND F		Alt Regulator, Freight	39085	12/15/2013	11/15/2013	73.79
	GRAND RENTAL STATION	1-527847	Oil Bar Gal Tv & Poulan	39089	11/30/2013	10/31/2013	17.98
	GREAT LAKES MATERIALS	8053204	21AA - Port Inland	1039065	10/25/2013	10/25/2013	149.74
	LAKE WELDING SUPPLY CO.	00915912	Oxygen, Gloves, Repl Gauge	1039068	12/12/2013	11/12/2013	47.65
	LAKE WELDING SUPPLY CO.	00915907	Oxygen	1039068	12/12/2013	11/12/2013	34.08
	MANISTEE FORD INC	78877	Regulator	39104	12/21/2013	11/21/2013	42.16
	MANISTEE TIRE SERVICE	19519	Dismount/Mount LF, O Ring	39105	12/01/2013	11/01/2013	56.00
	MANISTEE TIRE SERVICE	19668	Plug RR (Nail)	39105	12/06/2013	11/06/2013	6.00
	NAPA AUTO PARTS	172662	Hyd Filter	39113	10/30/2013	10/30/2013	33.33
	NAPA AUTO PARTS	172958	Fitting, Ptex Thrld Seal Tape	39113	11/07/2013	11/07/2013	11.26
	NAPA AUTO PARTS	173146	Battery, Core Deposit	39113	11/12/2013	11/12/2013	331.31
	OLSON LUMBER COMPANY	103469	Common Nails	39117	12/07/2013	11/07/2013	11.56

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	TELE-RAD INC.	850611	Mobile Mic w/LED	1039073	11/13/2013	10/29/2013	57.00
	TERMINAL SUPPLY CO	68373-00	Packard Removal Tool	39130	11/29/2013	10/30/2013	48.56
	TRUCK & TRAILER SPECIALT	C62790	4 Way Electronic Solenoid	39133	11/05/2013	11/05/2013	183.81
	TRUCK & TRAILER SPECIALT	C62860	Rotary Switch	39133	11/07/2013	11/07/2013	73.75
	WAHR HARDWARE, INC.	D2915	Hi Viz Glove	1039076	12/08/2013	11/08/2013	17.98
							10,683.42
101-441-955.000	Christmas Decor						
	FASTENAL COMPANY	MIMAN101484	Cable Ties	39082	12/05/2013	11/05/2013	21.51
	FASTENAL COMPANY	MIMAN101704	Cable Ties	39082	12/18/2013	11/18/2013	31.69
	KMART STORE 4845/BIG// #04845	110513 004 47795	Lite Sets - Clear, Multi	39096	12/05/2013	11/05/2013	3,627.64
	WAHR HARDWARE, INC.	C4455	Cords	1039076	12/15/2013	11/15/2013	26.08
							3,706.92
							Total Dept. PUBLIC WORKS: 19,513.19
Dept: 748 COMMUNITY DEVELO							
101-748-712.012	Costs - HRA Pay						
	CIC BENEFIT CONSULTING C	8422	HRA / Flex Admin - Nov 2013	39072	12/06/2013	11/06/2013	13.90
							13.90
101-748-728.000	SUPPLIES - Ope						
	CIC BENEFIT CONSULTING C	8422	HRA / Flex Admin - Nov 2013	39072	12/06/2013	11/06/2013	5.25
							5.25
101-748-831.000	Contractual Repa						
	KOPY SALES INC.	89674	Cost Per Copy - Comm Dev	1039067	11/11/2013	11/01/2013	33.36
							33.36
							COMMUNITY DEVELOPMENT OFFICE: 52.51
Dept: 751 PARKS & RECREATIO							
101-751-712.012	Costs - HRA Pay						
	CIC BENEFIT CONSULTING C	8422	HRA / Flex Admin - Nov 2013	39072	12/06/2013	11/06/2013	13.90
							13.90
101-751-728.000	SUPPLIES - Ope						
	FASTENAL COMPANY	MIMAN101074	Can Liner, Cable Tie	39082	12/01/2013	11/01/2013	122.00
	MICHIGAN MUNICIPAL LEAG	9256	CDL Consortium Drivers Fee	39109	11/01/2013	11/01/2013	154.00
							276.00
101-751-770.000	Vehicle Gas						
	BLARNEY CASTLE FLEET PR	BC177 - 11/06/13	Fuel Usage	39069	11/20/2013	11/06/2013	446.20
							446.20
101-751-831.000	Contractual Repa						
	THOMPSON LANDSCAPE/JA	22406	Lawn Maintenance - Oct 2013	1039074	11/12/2013	11/12/2013	1,147.00
	TURF SERVICES, INC.	6844	Rietz Park Baseball Field -	39134	10/13/2013	09/13/2013	1,012.00
							2,159.00
101-751-925.000	Electric						
	CONSUMERS ENERGY		Electric Usage	39074	11/25/2013	10/31/2013	89.29
							89.29
101-751-930.000	Repairs & Mainte						
	OLSON LUMBER COMPANY	103277	Stakes	39117	11/07/2013	10/08/2013	7.20
	OLSON LUMBER COMPANY	103305	Pine	39117	11/14/2013	10/15/2013	15.84
	PARKDALE BLOCK & BUILDIT	21847	Kumalong, Finish Broom 36"	39119	11/09/2013	10/10/2013	61.50
	WAHR HARDWARE, INC.	C3583	Contarctor Seed	1039076	12/05/2013	11/05/2013	69.99
							154.53
							Total Dept. PARKS & RECREATION: 3,138.92

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tal Fund GENERAL FUND:							54,934.60
Fund: 202 MAJOR STREET FUND							
Dept: 000							
202-000-935.000	Traffic Services						
	MICHAEL TODD AND COMPA	139823	Street Signs	39108	11/30/2013	10/31/2013	99.37
							99.37
202-000-936.000	Preservation Stre						
	ELMER'S CRANE & DOZER, I	Final - Request #2	Maple Street Sidewalk Project	39081	12/02/2013	11/08/2013	17,393.23
							17,393.23
Total Dept. 000:							17,492.60
id MAJOR STREET FUND:							17,492.60
Fund: 226 CITY REFUSE FUND							
Dept: 000							
226-000-755.000	Yard Bags						
	MARSHALL PLASTIC FILM, IN	61514	Biodegradable Bags	39106	10/08/2013	10/08/2013	10,905.60
							10,905.60
Total Dept. 000:							10,905.60
und CITY REFUSE FUND:							10,905.60
Fund: 252 EPA GRANT - HAZARD							
Dept: 000							
252-000-810.000	Prof Services - E						
	SWIDORSKI BROS. EXCAVAT	2787	Exploratory Excavation at	39127	11/01/2013	11/01/2013	252.00
							252.00
Total Dept. 000:							252.00
A GRANT - HAZARDOUS:							252.00
Fund: 275 GRANT MANAGEMEN							
Dept: 901 LOCAL REVENUE SHA							
275-901-965.061	2013 Cycle 1 Tee						
	ACE HARDWARE & HOME CI	117686	2x4x8 Premium	39062	11/22/2013	10/23/2013	39.00
	ACE HARDWARE & HOME CI	117701	Star 1000hr Deck 9x3, Shims	39062	11/23/2013	10/24/2013	33.98
	ACE HARDWARE & HOME CI	117789	CREDIT - Cement, Durock, Prem	39062	11/27/2013	10/28/2013	-132.22
	ACE HARDWARE & HOME CI	118020	Diamond Drill Bit	39062	12/05/2013	11/05/2013	21.99
	ACE HARDWARE & HOME CI	118284	Roller, Primer, Paint	39062	12/12/2013	11/12/2013	19.97
	ACE HARDWARE & HOME CI	118494	Diamond Drill Bits	39062	12/18/2013	11/18/2013	78.97
	ACE HARDWARE & HOME CI	118529	Fasteners	39062	12/19/2013	11/19/2013	10.00
	GLASS SPECIALTIES, INC.	15531	Mirror	39087	11/20/2013	10/21/2013	50.00
	LINKE LUMBER COMPANY	10182108	Modern Casing, White Pine	39097	12/06/2013	11/15/2013	37.43
	TOP LINE ELECTRIC LLC	4682	Disconnect Hand Dryer -	1039075	10/07/2013	10/07/2013	55.50
							214.62
OCAL REVENUE SHARING GRANTS:							214.62
Dept: 902 OTHER GRANTS							
275-902-979.011	Fish Cleaning Sta						
	AMOR SIGN STUDIOS INC	6084 #2	Fish Cleaning Station Sign	39064	07/10/2013	06/30/2013	175.00
							175.00
Total Dept. OTHER GRANTS:							175.00

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NT MANAGEMENT FUND:							389.62
Fund: 290 PEG COMMISSION							
Dept: 000							
290-000-930.000	Repairs & Mainte						
	BAJTKA/MICHAEL S//		Sony Camc - Bench Fee	39067	06/04/2013	06/04/2013	20.00
	BAJTKA/MICHAEL S//		M Audio Spkr - Repairs	39067	07/09/2013	07/09/2013	77.44
							97.44
Total Dept. 000:							97.44
Fund PEG COMMISSION:							97.44
Fund: 296 RAMSDELL THEATRE							
Dept: 000							
296-000-712.012	Costs - HRA Pay						
	CIC BENEFIT CONSULTING C	8422	HRA / Flex Admin - Nov 2013	39072	12/06/2013	11/06/2013	6.95
							6.95
296-000-728.000	SUPPLIES - Ope						
	ACE HARDWARE & HOME CI	743880	Undermount Drawer	39062	12/06/2013	11/06/2013	127.29
	BISH/KIRSTEN//	OPERAS & MEETING	Ramsdell - Sound Tech	39068	11/06/2013	11/06/2013	30.00
	BISH/KIRSTEN//		Ramsdell - Sound Cabinet	39068	11/07/2013	11/07/2013	60.00
	CENTRAL INTERCONNECT, I	23147	Countryman Mic, Audio Tech Mic	1039061	10/31/2013	10/31/2013	975.80
	JACKPINE BUSINESS CENTE	362343-0	Bags for C2401 Backpack	39092	11/28/2013	10/29/2013	14.58
	JACKPINE BUSINESS CENTE	362343-1	Bags for C2401 Backpack	39092	11/29/2013	10/30/2013	7.29
	SCHUBACH/KERRY//	NORTHERN PATHWAYS	Ramsdell - Site Manager	39124	10/12/2013	10/12/2013	70.00
	TOP LINE ELECTRIC LLC	4740	Fluorescent Lamps	1039075	10/31/2013	10/31/2013	93.98
	WOLKOW/ALEXANDER//	FUND / AV CABINET CORDS	Ramsdell - Sound Tech	39138	11/08/2013	11/08/2013	60.00
							1,438.94
296-000-753.000	Ramsdell - Perfo						
	BISH/KIRSTEN//	OPERAS & MEETING	Ramsdell - Sound Tech	39068	11/06/2013	11/06/2013	100.00
	BISH/KIRSTEN//	TOSCA	Ramsdell - Sound Tech	39068	11/23/2013	11/23/2013	50.00
	DIMMITT/MARC C//	DAVID JACOB - STRAIN	Ramsdell - Sound Tech	39077	11/06/2013	11/06/2013	105.00
	REIMER/EMMET L//	DAVID JACOB - STRAIN	Ramsdell - Light Tech	39123	11/06/2013	11/06/2013	75.00
	WOLKOW/ALEXANDER//	DAVID JACOB - STRAIN	Ramsdell - Light Tech Asst	39138	11/06/2013	11/06/2013	45.00
							375.00
296-000-831.000	Contractual Repa						
	CUSTOM SHEET METAL & HF	4592-2	Backflow Preventer, Chilled	39075	12/06/2013	11/06/2013	2,586.00
	CUSTOM SHEET METAL & HF	0000061151	Ignition Cables, Ignitors, Lab	39075	12/14/2013	11/14/2013	1,357.00
							3,943.00
296-000-850.000	Phone						
	AT&T	2013 - 231398075411	Monthly Service	39065	12/13/2013	11/13/2013	46.13
							46.13
296-000-870.000	Memberships & I						
	THEATRE HISTORICAL SOCI	2014	Membership Renewal	39131	11/25/2013	11/25/2013	60.00
							60.00
296-000-892.500	Marketing						
	TRAVERSE MAGAZINE	2013-68379	Advertisement - Ramsdell Theat	39132	12/04/2013	11/04/2013	50.00
							50.00
296-000-920.000	Gas						
	DTE ENERGY		Gas Usage - 101 Maple St	39078	12/11/2013	11/11/2013	678.28
							678.28
296-000-930.000	Repairs & Mainte						
	ACE HARDWARE & HOME CI	118675	Drywall, Joint Cemnt	39062	12/22/2013	11/22/2013	24.48

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							24.48
296-000-970.000	Capital Outlay						
	CENTRAL INTERCONNECT, I	23192	Toshiba IP Phones, Power Adptr	1039061	11/06/2013	11/06/2013	12.00
							12.00
						Total Dept. 000:	6,634.78
						nd RAMSDELL THEATRE:	6,634.78
Fund: 508 BOAT RAMP FUND							
Dept: 000							
508-000-850.000	Phone						
	AT&T	2013 - 231398258511	Monthly Service	39065	12/13/2013	11/13/2013	20.19
							20.19
508-000-925.000	Electric						
	CONSUMERS ENERGY		Electric Usage	39074	11/25/2013	10/31/2013	70.93
							70.93
						Total Dept. 000:	91.12
						Fund BOAT RAMP FUND:	91.12
Fund: 573 WATER & SEWER UTIL							
Dept: 000							
573-000-300.008	2005 W/S Refun						
	BANK OF NEW YORK MANS	MANISTEE05RF - Oct 13	TAS 223314 Princ + Int	39059	11/16/2013	11/16/2013	470,000.00
							470,000.00
						Total Dept. 000:	470,000.00
Dept: 541 ADMINISTRATION							
573-541-712.012	Costs - HRA Pay						
	CIC BENEFIT CONSULTING C	8422	HRA / Flex Admin - Nov 2013	39072	12/06/2013	11/06/2013	13.90
							13.90
573-541-728.000	SUPPLIES - Ope						
	CIC BENEFIT CONSULTING C	8422	HRA / Flex Admin - Nov 2013	39072	12/06/2013	11/06/2013	5.25
	HANSEN/LORI//		Office Cleaning	39090	11/03/2013	11/03/2013	75.00
	HANSEN/LORI//		Office Cleaning	39090	11/03/2013	11/03/2013	75.00
	JACKPINE BUSINESS CENTE	33132	Business Cards - Boyle	39092	12/04/2013	11/04/2013	40.50
	JACKPINE BUSINESS CENTE	363615-0	Toner Cartridge	39092	12/15/2013	11/15/2013	68.39
	JACKPINE BUSINESS CENTE	363824-0	Calendars	39092	12/20/2013	11/20/2013	41.95
	MISS DIG SYSTEM, INC.	355270	Monthly Service Charge, Faxes	1039069	11/30/2013	10/31/2013	175.14
	STATE OF MICHIGAN - MDEC	837634	Comm Public Water Supply	39125	10/30/2013	10/30/2013	2,909.22
							3,390.45
573-541-831.000	Contractual Repre						
	KOPY SALES INC.	89678	Cost Per Copy - DPW	1039067	11/11/2013	11/01/2013	30.53
							30.53
573-541-850.000	Phone						
	AT&T	2013 - 231723149611	Monthly Service	39065	12/13/2013	11/13/2013	530.12
							530.12
573-541-900.000	Printing & Publis						
	GEMINI GROUP LLC	113-11554	CCR Management Services	39086	06/07/2013	06/07/2013	2,532.00
							2,532.00
						Total Dept. ADMINISTRATION:	6,497.00
Dept: 542 WATER OPERATION							

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573-542-712.012	Costs - HRA Pay CIC BENEFIT CONSULTING C	8422	HRA / Flex Admin - Nov 2013	39072	12/06/2013	11/06/2013	13.90
							13.90
573-542-728.000	SUPPLIES - Ope						
	JACKPINE BUSINESS CENTE	362690-0	View Bndrs	39092	11/29/2013	10/30/2013	8.68
	JACKPINE BUSINESS CENTE	363387-0	LCD Display Monitor	39092	12/12/2013	11/12/2013	159.99
	MICHIGAN MUNICIPAL LEAG	9256	CDL Consortium Drivers Fee	39109	11/01/2013	11/01/2013	231.00
	OLESON'S FOOD STORES	#2803 - 11/12/13	Creamer, Coffee	39116	12/12/2013	11/12/2013	23.97
	STATE OF MICHIGAN - MDEC		Drinking Water Treatment &	39126	11/25/2013	11/25/2013	95.00
							518.64
573-542-770.000	Vehicle Gas						
	BLARNEY CASTLE FLEET PR	BC177 - 11/06/13	Fuel Usage	39069	11/20/2013	11/06/2013	936.70
							936.70
573-542-801.000	Professional Ser						
	ABONMARCHE CONSULTAN'	106704	Water System General Plan	1039060	06/21/2013	05/22/2013	4,629.00
	ABONMARCHE CONSULTAN'	106994	Water System General Plan	1039060	07/28/2013	06/28/2013	6,180.36
	ELMER'S CRANE & DOZER, I	362262	Maple Street & 14th Sidewalks	39081	05/30/2013	05/06/2013	279.61
							11,088.97
573-542-824.000	Lab Testing						
	KENT COUNTY HEALTH DEP.	EH103113-3921	Water Samples	39094	12/01/2013	11/01/2013	336.00
							336.00
573-542-925.000	Electric						
	CONSUMERS ENERGY		Electric Usage	39074	11/25/2013	10/31/2013	4,422.92
							4,422.92
573-542-930.000	Repairs & Mainte						
	EJ USA, INC	3663115	6" MJ Megalug 1106X Oversized	1039064	12/06/2013	11/06/2013	584.52
	GREAT LAKES MATERIALS	8053196	21AA - Port Inland	1039065	10/22/2013	10/22/2013	272.39
	GREAT LAKES MATERIALS	8053200	21AA - Port Inland	1039065	10/24/2013	10/24/2013	287.66
	WAHR HARDWARE, INC.	C3075	20W Minitwist, Spray Sunrise R	1039076	11/28/2013	10/29/2013	83.27
	WAHR HARDWARE, INC.	D2802	Bulbs	1039076	12/06/2013	11/06/2013	41.88
	WAHR HARDWARE, INC.	D2862	Paint, Roller Cover, Brush, Li	1039076	12/07/2013	11/07/2013	41.59
							1,311.31
573-542-970.000	Capital Outlay						
	WINDEMULLER ELECTRIC, II	149549	Well 6 - Replace VFD	39137	11/30/2013	10/31/2013	18,785.00
							18,785.00
							Total Dept. WATER OPERATION: 37,413.44
Dept: 543 SEWER - WWTP							
573-543-712.012	Costs - HRA Pay						
	CIC BENEFIT CONSULTING C	8422	HRA / Flex Admin - Nov 2013	39072	12/06/2013	11/06/2013	20.85
							20.85
573-543-715.000	Uniform & Cleani						
	MODEL COVERALL SERVICE	0389261	Uniform Cleaning - WWTP	1039070	12/04/2013	11/04/2013	38.36
	MODEL COVERALL SERVICE	0390975	Uniform Cleaning - WWTP	1039070	12/11/2013	11/11/2013	38.36
							76.72
573-543-728.000	SUPPLIES - Ope						
	ABSOLUTE SAFETY, INC.	WWTP121113	Safety Meeting - Fire Extingui	39060	12/12/2013	11/12/2013	133.80
	ALLIED WASTE SERVICES #:	0239-001880522	2 Yd Front Load - 15 9th St	39063	11/30/2013	10/31/2013	147.54
	JACKPINE BUSINESS CENTE	363474-0	Desk Pad, Pens	39092	12/13/2013	11/13/2013	35.97
	JACKPINE BUSINESS CENTE	363475-0	Desk Pad	39092	12/13/2013	11/13/2013	3.99
	MICHIGAN MUNICIPAL LEAG	9256	CDL Consortium Drivers Fee	39109	11/01/2013	11/01/2013	231.00
	WAHR HARDWARE, INC.	C4688	Duc Tape	1039076	12/18/2013	11/18/2013	16.00

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							568.30
573-543-745.000	Chemicals						
	CHEMCO PRODUCTS INCOF	96368	P-508	39071	10/04/2013	09/04/2013	3,701.17
	NCL OF WISCONSIN, INC.	330190	Hydrochloric Acid, Weighing	39114	12/15/2013	11/15/2013	1,434.78
							5,135.95
573-543-770.000	Vehicle Gas						
	BLARNEY CASTLE FLEET PR	BC177 - 11/06/13	Fuel Usage	39069	11/20/2013	11/06/2013	452.06
							452.06
573-543-824.000	Lab Testing						
	KAR LABORATORIES, INC.	139094	Mercury Analysis	1039066	12/19/2013	11/19/2013	300.00
							300.00
573-543-920.000	Gas						
	DTE ENERGY		Gas Usage - 15 9th Street	39078	12/11/2013	11/11/2013	1,141.23
							1,141.23
573-543-925.000	Electric						
	CONSUMERS ENERGY		Electric Usage	39074	11/25/2013	10/31/2013	7,878.63
							7,878.63
573-543-930.000	Repairs & Mainte						
	ACE HARDWARE & HOME CI	117831	Clamp, Cap, Thread Seal Tape	39062	11/28/2013	10/29/2013	27.15
	ACE HARDWARE & HOME CI	117918	Elbows, Couple Flex	39062	12/01/2013	11/01/2013	25.64
	ACE HARDWARE & HOME CI	118059	Lite Fluor Shop 48" Bulb	39062	12/06/2013	11/06/2013	13.99
	AUTO VALUE \ BTB PARTS S	256-833946	Kwik Conn Blade	39066	12/06/2013	11/06/2013	10.98
	AUTO VALUE \ BTB PARTS S	256-834553	Oil 1W30, Oil Filter, Oil DH30	39066	12/13/2013	11/13/2013	24.90
	BLARNEY CASTLE OIL CO.	0509756-IN	Chv Tegra Syn Gl ISO 220 35#	39070	12/05/2013	11/05/2013	443.07
	J.O. GALLOUP COMPANY	S102030049.001	Flow Monitor	39091	11/23/2013	10/24/2013	377.77
	J.O. GALLOUP COMPANY	S102070976.002	Elbow, Soc Coup	39091	11/28/2013	10/29/2013	3.73
	J.O. GALLOUP COMPANY	S102074867.001	PVC Sch 80 Thd Bushing, Adptr	39091	11/29/2013	10/30/2013	5.02
	KERR PUMP AND SUPPLY	INV152971	Wear Ring	39095	12/13/2013	11/13/2013	627.50
	WAHR HARDWARE, INC.	D2665	Bolt	1039076	12/04/2013	11/04/2013	6.88
	WAHR HARDWARE, INC.	C3830	Clamp, Caulk, Tube	1039076	12/08/2013	11/08/2013	5.10
							1,571.73
							Total Dept. SEWER - WWTP: 17,145.47
Dept: 544 SEWER COLLECTION							
573-544-712.012	Costs - HRA Pay						
	CIC BENEFIT CONSULTING C	8422	HRA / Flex Admin - Nov 2013	39072	12/06/2013	11/06/2013	13.90
							13.90
573-544-715.000	Uniform & Cleani						
	MODEL COVERALL SERVICE	0389263	Uniform Cleaning - Str Sewers	1039070	12/04/2013	11/04/2013	18.40
	MODEL COVERALL SERVICE	0390976	Uniform Cleaning - Str Sewers	1039070	12/11/2013	11/11/2013	18.40
	MODEL COVERALL SERVICE	0392651	Uniform Cleaning - Str Sewers	1039070	12/18/2013	11/18/2013	18.40
							55.20
573-544-728.000	SUPPLIES - Ope						
	MICHIGAN MUNICIPAL LEAG	9256	CDL Consortium Drivers Fee	39109	11/01/2013	11/01/2013	154.00
							154.00
573-544-801.000	Professional Ser						
	ABONMARCHE CONSULTAN	107300	Sanitary Sewer Evaluation	1039060	09/18/2013	08/19/2013	14,748.26
							14,748.26
573-544-831.000	Contractual Repa						
	PLUMMER'S ENVIRONMENT	86639	Jetted 10" Line - 246 6th Ave	39122	09/24/2013	09/24/2013	660.00
							660.00
573-544-930.000	Repairs & Mainte						

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	ACE HARDWARE & HOME CI	111347	Cleanout, Drain Trap	39062	06/15/2013	05/16/2013	22.48
							22.48
							15,653.84
Dept: 574 Water & Sewer Bond &							
573-574-995.008 2005 W/S Refund							
	BANK OF NEW YORK MBS/CI	MANISTEE05RF - Oct 13	TAS 223314 Princ + Int	39059	11/16/2013	11/16/2013	92,753.75
							92,753.75
							92,753.75
							639,463.50
Fund: 594 MARINA FUND							
Dept: 000							
594-000-728.000	SUPPLIES - Oper						
	JACKPINE BUSINESS CENTE	360269-0	Add/Calc Roll	39092	11/30/2013	10/31/2013	2.57
							2.57
594-000-892.500	Marketing						
	MANISTEE COUNTY CONVEI	4831	1/6 Page Vertical Display Ad	39101	12/08/2013	11/08/2013	550.00
							550.00
594-000-920.000	Gas						
	DTE ENERGY		Gas Usage - 480 River Street	39078	12/05/2013	11/05/2013	57.96
							57.96
594-000-930.000	Repairs & Mainte						
	TOP LINE ELECTRIC LLC	4734	Replace Lamp & Ballast in	1039075	10/28/2013	10/28/2013	83.25
							83.25
							693.78
							693.78
Fund: 661 MOTOR POOL FUND							
Dept: 000							
661-000-974.002	FIRE - Rescue A						
	AMOR SIGN STUDIOS INC	6341	Vinyl Graphics - Paramedic Trk	39064	11/02/2013	10/23/2013	487.50
							487.50
							487.50
							487.50
							487.50
							731,442.54

INVOICE APPROVAL LIST BY FUND REPORT

11/26/13

Date: 11/26/2013

Time: 1:52 pm

Page: 13

City of Manistee

qqqq

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Invoice Date	Amount
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Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
101	GENERAL FUND	54,934.60	0.00
202	MAJOR STREET FUND	17,492.60	0.00
226	CITY REFUSE FUND	10,905.60	0.00
252	EPA GRANT - HAZARDOUS	252.00	0.00
275	GRANT MANAGEMENT FUND	389.62	0.00
290	PEG COMMISSION	97.44	0.00
296	RAMSDELL THEATRE	6,634.78	0.00
508	BOAT RAMP FUND	91.12	0.00
573	WATER & SEWER UTILITY	639,463.50	0.00
594	MARINA FUND	693.78	0.00
661	MOTOR POOL FUND	487.50	0.00
Grand Total:		731,442.54	0.00



Memo To: Mitch Deisch *MD*
From: Chief Bachman *B*
Re: Agenda Request Item: Marina Dredging
Date: December 4, 2013

Mitch: I have included a project summary as sent to me by Corey from Abonmarche. I recommend that we proceed as detailed by Corey. There is a contract that has been approved by George Saylor and will be available prior to the council meeting. I believe it is time to proceed. Dredging will be done April or May 2014

Below is a brief project summary:

Project Name: Manistee Municipal Marina - Marina Dredging Project: Project Description: Mechanical dredging of approximately 300 CYDs will be performed within the City's municipal marina at locations directed by the City. This work is being performed to provide adequate depth to the users of this facility. The proposed dredge spoils have passed testing requirements and will be disposed of at the City's compost site south of Red Apple Road. All costs involved in the project are being funded through the MDNR's Waterway Grant as part of the emergency dredging program.

Original Approved MDNR Waterways Grant: \$23,450 (0% City Match) Revised MDNR Waterways Grant (changed by the MDNR): \$65,000 (0% City Match) Total Project Cost (Engineering + Construction): \$58,500. Zero dollars out of pocket cost to the City.

Bid Results:

Swidorski Bros. (\$48,500)

King Company (\$70,000)

GroAmerica (\$78,550)

Luedtke (\$83,600)

Recommend Award to Swidorski Bros. in the amount of \$48,500.00

3 Original contracts between the City & Swidorski will be ready for signatures at the 12/17 council meeting.



WATERWAYS GRANT-IN-AID PROGRAM
CHANGE ORDER SUMMARY

Issued under authority of Part 5, 1994 PA 451, as amended.

Grantee Name City of Manistee
Site Name Manistee Municipal Marina
Project Name Marina Dredging Project
Contractor Name Abonmarche Consultants, Inc.

FOR DNR USE ONLY
Grant Project Number

Are the changes described in this change order within the budget of the waterways grant per the Waterways Grant-in-Aid Agreement? Yes No

DESCRIPTION	STATE GRANT	LOCAL MATCH	TOTALS
Waterways Grant Agreement	65,000.00	0.00	65,000.00
Waterways Grant Agreement Addendum (if applicable)			
TOTALS	\$65,000.00	\$0.00	\$65,000.00

DESCRIPTION*	STATE GRANT	LOCAL MATCH	TOTALS
Original Contract: <input checked="" type="checkbox"/> Engineering or <input type="checkbox"/> Construction (check one)	8,000.00	0.00	8,000.00
Change Order # <u>1</u>	2,000.00	0.00	2,000.00
Change Order # _____			
Change Order # _____			
Change Order # _____			
Change Order # _____			
TOTALS	\$10,000.00	\$0.00	\$10,000.00

*Identifies original contract, all previous grant eligible change orders, and current change order under review

Notes (for clarification) Due to the small nature of this project (300 Cyd dredge), unit prices bid to perform the work were much higher than expected. Project was originally bid, rebid a second time, and quotes were physically solicited from Contractors to perform the work. Additional cost was associated with additional work performed to get an acceptable bid.

The grantee will pay for any project expenses that exceed the waterways grant agreement amount.

DAVID M BACHMANN [Signature] 11-27-13
Name (print) Signature Date

PRP - 11/27/13
BM - 12/2/13

ENGINEERING PROJECT REPORT

This report must be filled out and signed off by all parties prior to any work commencing on a project by the Engineer of Record that is not covered under the retainer. Estimates and/or explanatory memos should be included as an attachment if applicable.

Project Name Manistee Municipal Marina - Dredge Permit Application

Project Number 13-0199

Date 11/7/2013

BPR Revision # 2

Project Description Submit a Joint Permit Application (JPA) with the USACE/MDEQ to obtain permits required to perform maintenance dredging. This work includes related permit drawings. The City shall assist in the determination of a spoils disposal site and any adjacent property owner/parcel information. The City shall also be responsible for filing fees to the State of Michigan and/or USACE.

**Revision #1 included the generation of bidding documents, advertising for bids, and construction administration.

**Revision #2 includes revised Construction/Engineering and Total Project Cost numbers. The Construction Cost Estimate changed from \$15,000 (original) to \$55,000 (\$48,500 Swidorski bid + contingency). Engineering Cost Estimate changed from \$8,000 (original) to \$10,000 (on this BPR) to cover additional costs associated with activities involved with re-bidding the project. Total Project Cost changed from \$23,000 (original) to \$65,000 (on this BPR). These costs are 100% eligible with 0% local match from the City. This form, once executed and signed, will be sent in with a Grant Addendum Agreement form which will modify the existing grant between the City of Manistee & State of Michigan (MDNR) from \$23,450 to \$65,000.

Responsible Department(s) Parks

Is this a budgeted item? Yes No Amount Budgeted \$

Construction Cost Estimate \$ 55,000

+

Engineering Cost Estimate \$ 10,000

=

Total Project Cost Estimate \$ 65,000

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>

Road, Building, Misc
Average New Const
Average Modifications
Negotiated

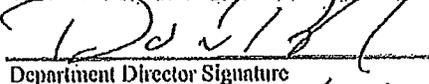
Percent

Does engineering estimate comply
with contract provisions?

Yes

No

If no, explain All services are 100% grant eligible with 0% local City match. Awarded Grant = \$23,450. A Grant Addendum with State will be filed with this revised BPR in the amount of \$65,000.

 Engineer of Record Signature	11-07-13 Date
 Department Director Signature	11-8-13 Date
 Finance Director Signature	11/8/2013 Date
 City Manager Signature	11/8/13 Date

**CONTRACT DOCUMENTS &
PROJECT MANUAL**

**MANISTEE MUNICIPAL MARINA
MARINA DREDGING PROJECT**

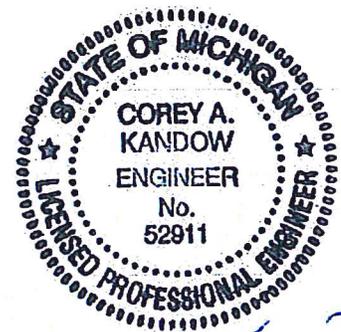
OWNER:

**CITY OF MANISTEE
70 MAPLE STREET
MANISTEE, MI 49660**

ENGINEER:

ABONMARCHE
361 1st STREET
Manistee, MICHIGAN 49660
(231) 723-1198
FAX: (231) 723-1194

DECEMBER 2013
PROJECT NO.: 13-0199



Corey A. Kandow

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SECTION 00 11 16
ADVERTISEMENT TO BID

PROJECT: Manistee Municipal Marina-Marina Dredging Project

BID OPENING: Tuesday, October 29th, 2013 @ 11:00 a.m. local time

NOTICE:

Sealed bids will be received by the City of Manistee until said date and time at 70 Maple Street, Manistee, MI 49660. Bids will be publicly opened and read aloud. Bids shall be addressed as follows:

Manistee Municipal Marina-Marina Dredging Project

PROJECT DESCRIPTION:

The work consists of mechanically dredging approximately 300 Cyd's of material, and disposing of spoils in accordance with the permit conditions.

All work must be substantially complete on or before **May 16, 2014**, and finally complete including all cleanup work on or before **May 23, 2014**.

CONTRACT DOCUMENTS:

Contract Documents will be available **October 16, 2013**, from Abonmarche, 361 1st Street, Manistee, Michigan 49660 and can be obtained with payment of a **\$50.00** non-refundable fee. Thereafter, Contract Documents may be viewed at this office during normal business hours (8:00 a.m. – 5:00 p.m.). A copy will also be available at the City of Manistee for review.

BIDDING INSTRUCTIONS & SECURITY:

Bids shall be submitted in accordance with, and upon, the original forms included in the Contract Documents. No Bid shall be withdrawn for a period of 60 days after the actual date of the opening thereof. No bid will be received or considered unless accompanied by a Bid Guaranty, payable to the City of Manistee in an amount not less than 5% of the base bid amount. The City of Manistee reserves the right to reject any or all bids, to waive irregularities and informalities therein, and to award the Contract as deemed to be in the best interests of the City.

The City of Manistee does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or provisions of services, contracts, programs or activities.

Mitch Deisch
City Manager

00 11 16
Advertisement to Bid

DOCUMENT 00 21 15
INSTRUCTIONS TO BIDDERS
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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 30 days after opening of Bids.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.
- 2.04 Owner and Engineer may distribute digital copies of Bidding Documents via email, website, or other electronic means for the purpose of maximizing availability to potential bidders, suppliers, and subcontractors. Bidders shall obtain printed copies of Bidding Documents from the Issuing Office. Owner and Engineer cannot be held responsible for any unreadable information contained in digital Bidding Documents or on any printed copy not obtained from the Issuing Office.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within 5 days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, equipment list, and such other data as may be called for below.
- A. Evidence of Bidder's authority to do business in the State of Michigan.
- 3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition*

A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.

B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions.

Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

- 4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- 4.06 A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.
- B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.
- 4.07 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";

- E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
 - F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
 - G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
 - I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

- 5.01 *If a pre-Bid conference is to be held, the date, time, and place shall be as stated in the Advertisement for Bids. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are required to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.*

ARTICLE 6 – SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 The Deadline for questions shall be seven (7) days prior to the bid due date stated in the Advertisement for Bids. Questions received after the deadline may not be answered.
- 7.03 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.
- 7.04 Any person wishing to receive addenda during the bidding period MUST register on the plan holders list at the Issuing Office. Addenda will be distributed to all parties recorded on the plan holders list using the contact information provided.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in the amount stated in the Advertisement for Bids, and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security obligations of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be released within fourteen days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or “or-equal” materials and equipment approved by Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or “or-equal” item. No item of material or equipment will be considered by Engineer as a substitute or “or-equal” unless written request for approval has been submitted by Bidder and has been received by Engineer prior to the deadline for questions. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within three days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder’s Bid price will be increased or decreased by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for

forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each unit price item listed therein.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.02 *Allowances*

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.B of the General Conditions

ARTICLE 15 – SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the address identified on the Advertisement for Bids.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – LOCAL BIDDER PREFERENCE

- 22.01 The City will award the contract to the Bidder submitting the Bid determined to be in the best interests of the City. While generally the contract will be awarded as provided in Article 19 above, the City has determined it is in the best interests of the City to provide a preference to a local bidder (i.e. a bidder whose principle business address is located within the area covered by the 49660 zip code) submitting a bid within 5% but not more than \$5000.00 over the bid that would otherwise be awarded according to Article 19 above.

END OF DOCUMENT

DOCUMENT 00 41 43

BID FORM

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ARTICLE 1 - BID RECIPIENT

This Bid is submitted to:

City of Manistee
70 Maple Street
Manistee, MI 49660
231-723-2558

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

Bidder certifies that:

This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

Bidder has not solicited or induced any individual or entity to refrain from bidding; and

Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

“corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

“fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

“collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
1.	Mobilization, Max. \$2,500	LS	1	\$	\$
2.	Soil Erosion & Sedimentation Control Measures	LS	1	\$	\$
3.	Excavation /Dredging and Disposal	CYD	300	\$	\$
TOTAL					\$

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 - TIME OF COMPLETION

Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 7 - ATTACHMENTS TO THIS BID

The following documents are submitted with and made a condition of this Bid:

Required Bid security in the form of _____;

ARTICLE 8 - DEFINED TERMS

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is other than a Corporation:

Name of Business Entity: _____

Type of Business Entity: _____
(Attach applicable documentation to validate bidder's authority to do business)

By: _____
(Signature -- attach evidence of authority to sign)

Name of Signatory (typed or printed): _____

Title of Signatory: _____

Attest _____

If Bidder is a Corporation:

Corporation Name: _____

State of Incorporation: _____

Type of Corporation:
(General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name of Signatory (typed or printed): _____

Title of Signatory: _____

Attest _____

Bidder's Business Address: _____

Phone No. _____ Fax No. _____

E-mail: _____

SUBMITTED on _____, 2013.

END OF DOCUMENT

Manistee Municipal Marina-Marina Dredging Project
NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned bidder or agent, being duly sworn, on oath says that he will not, nor will any other member, representative, or agent of the firm, company, corporation, or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that his bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding in any way or manner whatever.

Bidder or Agent

FOR: _____
Firm or Corporation

Subscribed and sworn to before me this _____ day of _____, 20_____.

My commission expires: _____
Date Notary Public



DEPARTMENT OF MANAGEMENT AND BUDGET
Facilities Administration

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that, within the past three (3) years, the vendor, an officer of the vendor, or an owner of a 25% or greater interest in the vendor:

- (a) Has not been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with the State of Michigan or any of its agencies, authorities, boards, commissions, or departments.
- (b) Has not been convicted of a criminal offense which negatively reflects on the vendor's business integrity, including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, negligent misrepresentation, price-fixing, bid-rigging, or a violation of state or federal anti-trust statutes.
- (c) Has not had a loss or suspension of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.
- (d) Has not been convicted of a criminal offense or other violation of other state or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of DMB indicates that the vendor is unable to perform responsibly or which reflects a lack of integrity that could negatively impact or reflect upon the State of Michigan, including but not limited to, any of the following offenses under or violations of:
 - i. The Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.101 to 324.90106.
 - ii. A persistent and knowing violation of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - iii. 1965 PA 166, MCL 408.551 to 408.558 (law relating to prevailing wages on state projects) and a finding that the vendor failed to pay the wages and/or fringe benefits due within the time period required.
 - iv. Repeated or flagrant violations of 1978 PA 390 MCL 408.471 to 408.490 (law relating to payment of wages and fringe benefits).
 - v. A willful or persistent violation of the Michigan Occupational Health and Safety Act, 1974, PA 154, MCL 408.10001 to 408.1094, including: a criminal conviction, repeated willful violations that are final orders, repeated violations that are final orders, and failure to abate notices that are final orders.
 - vi. A violation of federal or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award and may be grounds for debarment.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

DOCUMENT 00 43 13 – BID SECURITY

Bid Security shall conform to the following document:

Engineer's Joint Construction Documents Committee (EJCDC) C-430 Bid Bond (Penal Sum Form).

A copy of EJCDC C-430 is provided in the following pages for reference.

END OF DOCUMENT

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address):*

SURETY *(Name and Address of Principal Place of Business):*

OWNER *(Name and Address):*

BID

Bid Due Date:

Description *(Project Name and Include Location):*

BOND

Bond Number:

Date *(Not earlier than Bid due date):*

Penal sum

(Words)

\$

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

Print Name

Title

By:

Signature (Attach Power of Attorney)

Print Name

Title

Attest:

Signature

Title

Attest:

Signature

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Notice of Award

Date: _____

Project: Manistee Municipal Marina-Marina Dredging Project

Owner: City of Manistee

Owner's Contract No.:

Contract:

Abonmarche No.: 13-0199

Bidder:

Bidder's Address:

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

[description of Work, alternates, or sections of Work awarded.]

The Total of All Bid Prices of your Contract is _____ Dollars (\$_____).

3 copies of the proposed Contract Agreement accompany this Notice of Award.

_____ sets of the Drawings and _____ sets of Contract Documents will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [2] fully executed counterparts of the Contract Agreement.
2. Deliver with the executed Contract Agreement the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Deliver with the executed Contract Agreement the evidence of insurance coverage as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Mitch Deisch
Owner

By: _____
Authorized Signature

City Manager
Title

Copy to Engineer

END OF DOCUMENT

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between _____ City of Manistee _____ (“Owner”) and
_____ Swidorski Bros. Excavating LLC _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Manistee Municipal Marina-Marina Dredging Project

The Project

1.02 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Manistee Municipal Marina-Marina Dredging Project

ARTICLE 2 – ENGINEER

2.01 The Project has been designed by Abonmarche (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before May 16, 2014, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before May 23, 2014.

3.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 3.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 3.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

Spec Section No.	Pay Item	Qty	Units	Unit Price	Amount
1					
2				(SEE ATTACHED BID)	
3					
Total of all Bid Prices					\$ 48,500.00

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Engineer will prepare payment requests once per month for Contractor's review and acceptance, in accordance with paragraphs SC14.02A and SC14.02B of the Supplementary Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments in accordance with Article 14 of the General Conditions and paragraphs SC-14.02A, SC-14.02B, and SC-14.02C of the Supplementary Conditions, during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage.
- b. 0 percent of cost of materials and equipment not incorporated in the work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 5 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data".
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 1. This Agreement (pages 1 to 8, inclusive).
 2. Performance bond (pages 1 to 3, inclusive).
 3. Payment bond (pages 1 to 3, inclusive).
 4. General Conditions (pages 1 to 64, inclusive).
 5. Supplementary Conditions (pages 1 to 10, inclusive).
 6. Division 01-02 specifications as listed in the table of contents of the Project Manual:
 7. Michigan Department of Transportation Standard Plans:
 8. Michigan Department of Transportation Special Provisions:
 9. Drawings consisting of the following 4 sheets:
 10. Addenda (numbers to , inclusive).
 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 1, inclusive).
 - b. Bid Bond (pages 1 to , inclusive).
 12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to , inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of

Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Waiver of Conflict*

- A. City is represented in this matter by Gockerman, Wilson, Saylor & Hesslin, a Mika Meyers Beckett & Jones, PLC, law firm. Gockerman, Wilson, Saylor & Hesslin, a Mika Meyers Beckett & Jones, PLC, law firm represents Contractor in an unrelated matter. Both parties recognize the potential conflict of interest in Gockerman, Wilson, Saylor & Hesslin, a Mika Meyers Beckett & Jones, PLC, law firm's representation of the City in this matter and waive any conflict of interest.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

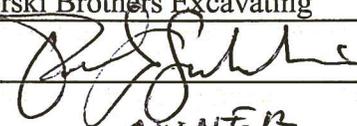
City of Manistee _____

By: _____

Title: _____

CONTRACTOR

Swidorski Brothers Excavating _____

By:  _____

Title: OWNER _____

(Attach evidence of authority to sign.)

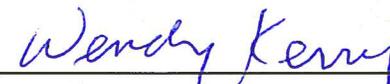
Attest: _____

Title: _____

Address for giving notices:

70 Maple Street _____

Manistee, MI 49660 _____

Attest:  _____

Title: Admin. Assistant Aboumerqeh _____

Address for giving notices:

4786 Red Apple Road _____

Manistee, MI 49660 _____

License No.: _____

Agent for service of process:

“collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
1.	Mobilization, Max. \$2,500	LS	1	\$ 2500.00	\$ 2500.00
2.	Soil Erosion & Sedimentation Control Measures	LS	1	\$ 2500.00	\$ 2500.00
3.	Excavation /Dredging and Disposal	CYD	300	\$ 145.00	\$ 43500.00
TOTAL					\$ 48500.00

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 - TIME OF COMPLETION

Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 7 - ATTACHMENTS TO THIS BID

The following documents are submitted with and made a condition of this Bid:

Required Bid security in the form of cashiers check ;

ARTICLE 8 - DEFINED TERMS

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

DOCUMENT 00 61 13 13 – PERFORMANCE BOND

The Performance Bond shall conform to the following document:

Engineer's Joint Construction Documents Committee (EJCDC) C-610 Performance Bond

A copy of EJCDC C-610 is provided on the following pages for reference.

END OF DOCUMENT

PERFORMANCE BOND

CONTRACTOR (name and address):
Swidorski Brothers Excavating, LLC

4786 Red Apple Rd
Manistee, MI 49660

SURETY (name and address of principal place of business):

Merchants Bonding Company (Mutual)
2100 Fleur Drive
Des Moines, IA 50321-1158

OWNER (name and address): City of Manistee, Michigan
70 Maple Street
Manistee, MI 49660

CONSTRUCTION CONTRACT

Effective Date of the Agreement: November 20, 2013

Amount: \$48,500.00

Description (name and location): Manistee Munciple Marina - Marina Dredging Project

BOND

Bond Number: MIC 54773

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): November 20, 2013

Amount: \$48,500.00

Modifications to this Bond Form: None See Paragraph 16

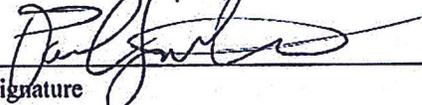
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

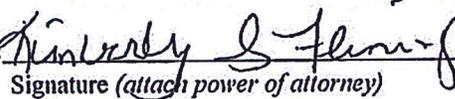
CONTRACTOR AS PRINCIPAL

SURETY

Swidorski Brothers Excavating, LLC (seal)
Contractor's Name and Corporate Seal

Merchants Bonding Company (Mutual) (seal)
Surety's Name and Corporate Seal

By: 
Signature

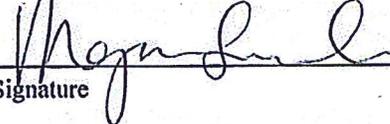
By: 
Signature (attach power of attorney)

Paul Swidorski
Print Name

Kimberly S Fleming
Print Name

Owner
Title

Attorney-in-Fact
Title

Attest: 
Signature

Attest: 
Signature

Office Administrator
Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of

the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within

two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 **Contractor Default:** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

DOCUMENT 00 61 13 16 – PAYMENT BOND

The Payment Bond shall conform to the following document:

Engineer’s Joint Construction Documents Committee (EJCDC) C-615(A) Payment Bond

A copy of EJCDC C-615(A) is provided on the following pages for reference.

END OF DOCUMENT



PAYMENT BOND

CONTRACTOR *(name and address):*

Swidorski Brothers Excavating, LLC

4786 Red Apple Rd
Manistee, MI 49660

SURETY *(name and address of principal place of business):*

Merchants Bonding Company (Mutual)
2100 Fleur Drive
Des Moines, IA 50321-1158

OWNER *(name and address):* City of Manistee, Michigan

70 Maple Street
Manistee, MI 49660

CONSTRUCTION CONTRACT

Effective Date of the Agreement: November 20, 2013

Amount: \$48,500.00

Description *(name and location):* Manistee Municiple Marina - Marina Dredging Project

BOND

Bond Number: MIC 54773

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):* November 20, 2013

Amount: \$48,500.00

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Swidorski Brothers Excavating, LLC _____ *(seal)*

Contractor's Name and Corporate Seal

By: _____

Signature

Paul Swidorski

Print Name

Owner

Title

Attest: _____

Signature

Office Administrator

Title

Merchants Bonding Company (Mutual) _____ *(seal)*

Surety's Name and Corporate Seal

By: _____

Signature *(attach power of attorney)*

Kimberly S Fleming

Print Name

Attorney-in-Fact

Title

Attest: _____

Signature

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of

the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within

two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 **Contractor Default:** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

MERCHANTS
BONDING COMPANY, INC.
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

of _____ and State of _____ their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this _____ day of _____,



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this _____ day of _____, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Maranda Greenwalt
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____,



William Warner Jr.
Secretary

SECTION 00 72 00
GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY**1.01 Defined Terms**

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents; or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
- c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

- a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole

risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and

drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or

decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
- a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;

- b. locating all Underground Facilities shown or indicated in the Contract Documents;
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement

to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after

the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. 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 or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
 - 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional

- insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of

- them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES**6.01 *Supervision and Superintendence***

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and

- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and

- b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list

thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss

covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in 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.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by

applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when

prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, 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 any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for 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 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.
1. *Shop Drawings:*
 - a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 2. *Samples:*
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Submittal Procedures:*
1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 6. any inspection, test, or approval by others; or
 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is 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 but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or

any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A 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 such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with

performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to

Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION**9.01 *Owner’s Representative***

- A. 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 the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer’s consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be

binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not

limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. 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, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' 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 returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, 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 workers, 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. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than 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, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages 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.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
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.
4. 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.
5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. 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 performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

- a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES**12.01 Change of Contract Price**

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other

professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or 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.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, 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, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees,

Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (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 supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials 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 a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

- c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 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 Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety,

and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly 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 complete such Work or remedy such deficiencies.

14.07 Final Payment

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner 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 5.01, 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 Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION*15.01 Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven

days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. 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
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will 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 will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00 73 00
SUPPLEMENTARY CONDITIONS OF THE
CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraph 2.01B in its entirety and insert the following:

- B. *Evidence of Insurance:*** Before any Work at the Site is started, Contractor shall deliver to the Owner, with copies to each additional insured identified in the Supplementary Condition SC-5.04, certificates of insurance (and other evidence of insurance which Owner or any additional insured may reasonably request) which Contractor is required to purchase and maintain in accordance with Article 5 of the General Conditions.

SC-2.03 *Commencement of Contract Times; Notice to Proceed*

SC-2.03 Delete paragraph 2.03A in its entirety and insert the following:

- A. The Contract Times will commence to run on the day the Contract is approved by the City of Manistee, which shall be the Effective Date of the Agreement.**

SC-2.04 *Starting the Work*

SC-2.04 Delete paragraph 2.04A in its entirety and insert the following:

- B. Contractor shall start to perform the work on the date indicated on the Progress Clause, however Contractor shall not start to perform the work before submitting the required bonds and evidence of insurance coverage.**

SC-2.05 *Before Starting Construction*

2.05A Delete paragraph 2.05.A.3 in its entirety.SC-5.02 *Licensed Sureties and Insurers***SC-5.02 Add the following new paragraph immediately after Paragraph 5.02A**

B. All required insurance shall be obtained from insurance carriers having current AMBest Rating of A(-) VII or higher.

SC-5.03 *Certificates of Insurance***SC-5.03B Delete paragraph 5.03B in its entirety.****SC-5.03F Add the following new paragraph immediately after Paragraph 5.03E**

F. Contractor shall deliver renewal certificates to Owner not less than 10 days prior to the expiration date of any required policy which is set to expire during the life of the contract.

SC-5.04 *Contractor's Liability Insurance***SC-5.04C Add the following new paragraph immediately after Paragraph 5.04.B:**

C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- 1. Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 2. Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an 'Occurrence Basis' with limits of liability not less than \$3,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- 3. Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$3,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 4. Additional Insured:** Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement naming the City of Manistee as *Additional Insured*. It is understood and agreed by naming the City of Manistee as additional insured, coverage afforded

is considered to be primary and any other insurance the City of Manistee may have in effect shall be considered secondary and/or excess.

5. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days, Ten (10) day for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the appropriate address.
6. **Owner's and Contractors' Protective Liability:** The Contractor shall procure and maintain during the life of this contract, a separate Owners' and Contractors' Protective Liability Policy with limits of liability not less than \$3,000,000.00 per occurrence and aggregate. The City of Manistee shall be "Named Insured" on said coverage. Thirty (30) days Notice of Cancellation shall be endorsed onto this policy.
7. **Proof of Insurance Coverage:** The Contractor shall provide the City of Manistee, prior to execution of contract, certificates and policies as listed below:
 - a. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - b. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - c. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - d. Original Policy, or original Binder pending issuance of policy, for Owners' & Contractor' Protective Liability Insurance.
 - e. If so requested, Certified Copies of all policies mentioned above will be furnished.

SC-5.04D Add the following new paragraph immediately after Paragraph 5.04.C:

D. All deductibles and SIRs shall be the responsibility of Contractor.

SC-6.02 *Labor; Working Hours*

SC-6.02.B. Delete Paragraph 6.02B in its entirety and replace with the following:

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during the hours of 7:00am to 6:00 pm Monday through Saturday. Contractor will not permit the performance of Work on a Sunday, or any legal holiday without Owner's written

consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

SC-6.06 *Concerning Subcontractors, Suppliers, and Others*

SC-6.06 **Add the following new paragraphs immediately after Paragraph 6.06.G:**

- H. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier.**
- I. Owner may request identification of any Subcontractor, Supplier, individual or entity proposed for any portion of the work. In the event that the Owner requests any such identification, the apparent Successful Bidder, and any other Bidder so requested, shall submit such identification to Owner within the timeframe set forth in the Instructions to Bidders.**

SC-7.02 *Coordination*

SC-7.02 **Delete Paragraph 7.02.A in its entirety and replace with the following:**

- A. Owner intends to contract with others for the performance of other work at the Project Site.**
 - 1. Contractor shall have responsibility for coordination with the various contractors at the Site;**
 - 2. The extent of such responsibility is: to coordinate schedules with others to ensure timely completion of all Work and to make accommodations for others use of site to allow timely completion of others work.**

SC-7.04 *Claims Between Contractors*

SC-7.04 **Add the following new paragraph immediately after paragraph GC-7.03:**

SC-7.04 *Claims Between Contractors*

- A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, then Contractor (without involving Owner, Engineer, or construction coordinator) shall either (1)**

remedy the damage, (2) agree to compensate the other contractor for remedy of the damage, or (3) remedy the damage and attempt to settle with such other contractor by agreement, or otherwise resolve the dispute by arbitration or at law.

- B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.**
- C. If Contractor is delayed at any time in performing or furnishing the Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities.**

SC-9.03 *Project Representative*

SC-9.03 Add the following new paragraphs immediately after Paragraph 9.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act with the full authority as Engineer. RPR's dealings in matters pertaining to the Work in**

general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall have authority to conduct any of the following activities, along with any other authority assigned to Engineer:

1. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
2. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. **Interpretation of Contract Documents:** Provide clarifications and interpretations of the Contract Documents as needed.
4. **Shop Drawings and Samples:**
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
5. **Modifications:** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications. Transmit to Contractor in writing decisions as issued.
6. **Review of Work and Rejection of Defective Work:**
 - a. Conduct on-Site observations of Contractor's work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be

corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

7. *Inspections, Tests, and System Startups:*

- a. Verify that tests are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe and record appropriate details relative to the test procedures.

8. *Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.*

9. *Completion:*

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. The RPR shall not:

1. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
2. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
3. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such

advice or directions are specifically required by the Contract Documents.

4. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
5. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

SC-9.07 *Determinations for Unit Price Work*

SC-9.07B Add the following new paragraph immediately after Paragraph 9.07.A:

- B. Engineer's determinations of actual quantities shall be made in accordance with the individual specification sections relating to the particular item of work. As mentioned in Section 35 20 23 – Dredging, the actual quantity of Dredging will be calculated based on surface volume calculations between Pre- and Post-Bathymetric Surveys.

SC-11.03 *Unit Price Work*

SC-11.03.D Delete Paragraph 11.03.D in its entirety and insert the following in its place:

- D. The unit price of any item of Unit Price Work, shall be subject to reevaluation and adjustment under the following conditions:
 1. if the Bid price of a particular item of Unit Price Work, amounts to 5 percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 2. if there is no corresponding adjustment with respect to any other item of Work; and
 3. if Contractor believes that Contractor has incurred additional expense as a result thereof or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 10

if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

SC-12.03 Delays

SC-12.03B Add the following new sentences at the end of Paragraph 12.03B:

Contractor shall be required to coordinate its work with work by utility owners not under the control of Owner. Any disruptions, delays, or interruptions by utility owners not under the control of Owner shall be considered for an adjustment in Contract Price or Contract Times ONLY if the disruption, delay, or interruption is of such significance as to prevent Contractor from performing ANY Work during the period of time for which the adjustment is requested.

SC-13.04 Uncovering Work

SC-13.04D Delete Paragraph 13.04.D in its entirety and insert the following in its place:

D. Contractor shall provide timely notice of intent to cover work. If Contractor has provided timely notice of intent to cover work, and if Engineer has not acted with reasonable promptness in response to such notice, and if Engineer has subsequently required work to be uncovered for the purposes of inspecting and testing, and if the uncovered Work is then not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

SC-14.02 Progress Payments

SC-14.02A Delete Paragraph 14.02.A.1 in its entirety and insert the following in its place:

- 1. Engineer will generate one payment request each month, covering all work completed through the week ending prior to the first Monday of each month.**

SC-14.07 *Final Payment*

SC-14.07C Delete Paragraph 14.07.C.1 in its entirety and insert the following in its place:

- 1. After Engineer's recommendation for Final Payment, Final Payment shall become due in accordance with the same times for Progress Payments as defined in SC14.02.C.**

END OF SECTION

SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Work by Others.
- B. Owner supplied products.
- C. Contractor's use of site.
- D. Specification Conventions.

1.2 WORK BY OTHERS

- A. Where the Work of the Contract requires alterations to electric, telecommunications, or natural gas utility systems, such alterations shall be performed by others. Unless otherwise stated in the bidding documents, all other work shall be considered included in the Contract.

1.3 OWNER SUPPLIED PRODUCTS

- A. Owner's Responsibilities:
 - 1. Make products available for contractor pickup at City of Manistee.
- B. Contractor's Responsibilities:
 - 1. Notify owner of schedule for pickup and delivery.
 - 2. Pickup and deliver to project site.
 - 3. Handle, store, and install products.
 - 4. Repair or replace items damaged after receipt.

1.4 CONTRACTOR'S USE OF SITE

- A. Limit use of site to allow:
 - 1. Work by Others.
 - 2. Use of site by the City of Manistee staff, Engineer, and all regulating authorities.
 - 3. Vehicular access to all properties within site.
- B. Construction Operations: Limited to areas noted on Drawings.
- C. Time Restrictions for Performing Work (except in connection with the safety or protection of persons or the Work or property at the Site):
 - 1. Monday through Saturday (except legal holidays): 7:00 am to 6:00 pm.
 - 2. Sundays or legal holidays: not without written approval from the City of Manistee.

- D. Private easements:
1. Owner will obtain all necessary easements required for construction across private property.
 - a. Verify that easements have been obtained prior to initiation of the Work.
 - b. Conduct the Work in such a manner as to cause a minimum of inconvenience to the occupants of the properties.
 2. Any agreement made by Contractor with any property owner that extends the rights as granted under an easement obtained by Owner or that provides for an additional easement shall be obtained by Contractor at Contractor's expense and shall in no way be binding upon Owner. Contractor shall defend and hold harmless Owner against any action that may arise from activities conducted pursuant to such additional agreements or easements. Unless relieved of responsibility for surface restoration in writing by property owner, Contractor shall restore areas covered by separate agreements equal to the original condition.

1.5 SPECIFICATION CONVENTIONS

- A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

1.6 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Mobilization, Max _____.
1. Basis of Measurement: Lump Sum
 2. Basis of Payment: Includes transportation of all equipment, materials, and personnel to and from site, rentals, storage, handling, delivery, cost of bonding and insurance, project administration and miscellaneous costs.
 3. Basis of Application: This pay item shall apply only on projects where included on the Bid Form. On projects where not included on the Bid Form, all work of this item shall be considered incidental to the contract. On projects where included on the Bid Form, Bidder shall submit a bid price no higher than the maximum amount stated. If Bidder's submitted unit price is higher than the maximum amount stated, the maximum amount stated will be substituted in lieu of the Bidder's submitted unit price.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Progress Payments
- B. Change procedures.
- C. Defect assessment.
- D. Unit prices.
- E. Alternates.

1.2 PROGRESS PAYMENTS

- A. Payment Period: One payment per month, covering all work completed through the week ending prior to the first Monday of each month.
- B. Engineer shall generate all payment requests and obtain Contractor approval and signature prior to submitting to Owner for payment. Do not submit invoices to Owner.
- C. Sign each payment request and return to Engineer.
- D. Engineer shall submit signed payment request to Owner for payment.

1.3 CHANGE PROCEDURES

- A. Submittals: Submit name of individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. For minor changes which to not involve a change in Contract Price or Contract Time, the Engineer may issue a Field Order.
- C. For changes which necessitate a change in Contract Price or Contract Time, the Engineer shall issue a Change Order. Change Order will be executed on fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, changes in Contract Price or Contract Time will be computed as specified in GC12.01.
- D. For changes which necessitate a change in Contract Price or Contract Time, but the amount of the change in Contract Price or Contract Time has not yet been agreed upon, the Engineer may issue a Work Change Directive for subsequent inclusion in a Change

Order. Work Change Directive will describe changes in the Work and method of determining the change in Contract Price or Contract Time. Promptly execute change.

- E. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Price and Contract Time with full documentation.
- F. Change Forms:
 - 1. EJCDC C-940 Work Change Directive
 - 2. EJCDC C-941 Change Order
 - 3. EJCDC C-942 Field Order
- G. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract. Upon execution by both parties, Engineer will revise the form of payment requests to include the authorized changes.

1.4 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but unit price will be adjusted to new price at discretion of Engineer.
- D. Defective Work will be partially repaired to instructions of Engineer, and unit price will be adjusted to new price at discretion of Engineer.
- E. Individual specification sections may modify these options or may identify specific formula or percentage price reduction.
- F. Authority of Engineer to assess defects and identify payment adjustments, is final.
- G. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products placed beyond lines and levels of required Work.
 - 4. Products remaining on hand after completion of the Work.
 - 5. Loading, hauling, and disposing of rejected products.

1.5 UNIT PRICES

- A. Authority: Measurement methods are delineated in individual specification sections.
- B. Measurement methods delineated in individual specification sections complement criteria of this section. In event of conflict, requirements of individual specification section govern.

- C. Take measurements and compute all payment quantities for work completed each day. Engineer will verify measurements and quantities. Engineer's record of quantities shall provide the basis for each progress payment.
- D. Unit Quantities: Quantities and measurements indicated in Bid Form are estimated for bidding and contract purposes only. Actual quantities provided shall determine payment. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities.
- E. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application or installation of item of the Work; overhead and profit.
- F. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Engineer multiplied by unit price for Work incorporated in or made necessary by the Work.
- G. Measurement Of Quantities:
 - 1. Weigh Scales: Inspected, tested and certified by State of Michigan within past year.
 - 2. Platform Scales: Of sufficient size and capacity to accommodate conveying vehicle.
 - 3. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
 - 4. Measurement by Area: Measured by square dimension using mean length and width or radius.
 - 5. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Field engineering.
- C. Preconstruction meeting.
- D. Site mobilization meeting.
- E. Progress meetings.
- F. Special procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.

1.3 FIELD ENGINEERING, LAND SURVEYING, AND CONSTRUCTION STAKING

- A. Owner will employ Surveyor registered in State of Michigan and acceptable to Engineer.
- B. Locate survey control points, benchmarks, and property corners prior to starting work.
- C. Protect survey control points, benchmarks, and property corners throughout the duration of the work.
- D. Promptly report to Engineer any survey control points, benchmarks, and property corners requiring relocation because of changes in grades or other reasons
- E. Owner employed Surveyor will replace dislocated survey control points, benchmarks, and property corners based on original survey at Contractor's expense. Pay cost.
- F. Owner employed Surveyor will provide stakes at Contractor's request. Submit staking requests to Surveyor with copy to Engineer with minimum 48 hours notice. If staking requests require less than 48 hour response time, Surveyor may charge Contractor a fee for expedited service. Pay cost.
- G. All requested stakes will be provided for Contractor free of charge one time only. Protect stakes. Request restaking for dislocated stakes. Restaking will be provided by Surveyor at Contractor's expense. Pay cost.

- H. Payments due to Surveyor from Contractor will be charged to Contractor by deducting charges from Contract Price.

1.4 PRECONSTRUCTION MEETING

- A. A preconstruction meeting may be held prior to beginning the Work.
- B. Engineer will schedule meeting after Notice of Award, make arrangements for meeting, prepare agenda with copies for participants, notify participants of time and location at least four days in advance, and preside at meeting.
- C. Attendance Required:
 - 1. Owner
 - 2. Engineer
 - 3. Contractor
 - 4. Major Subcontractors
 - 5. City of Manistee
 - 6. All regulating authorities which are affected by the Work
 - 7. Private utility companies which are affected by the Work.
- D. Minimum Agenda:
 - 1. Verify prior execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of Subcontractors, list of products, and progress schedule.
 - 5. Designation of personnel representing all parties and distribution of contact information for each.
 - 6. Schedule of progress meetings.
 - 7. Review project schedule.
 - 8. Review inspection and testing procedures and responsibilities.
 - 9. Review any temporary utility needs.
 - 10. Review hours of operation.
 - 11. Review procedures for maintaining record documents.
- E. Engineer will record minutes and distribute copies to all participants.

1.5 PROGRESS MEETINGS

- A. Engineer will administer weekly progress meetings on site, or as otherwise agreed upon at the preconstruction meeting.
- B. Attendance Required:
 - 1. Job superintendent
 - 2. Engineer
 - 3. Major subcontractors and suppliers as appropriate to the agenda
 - 4. Owner's representative as appropriate to the agenda
 - 5. City of Manistee or other regulatory authorities as appropriate to the agenda
 - 6. Private utility companies as appropriate to the agenda.

- C. Minimum Agenda:
 - 1. Review of Work progress.
 - 2. Field observations, problems, and decisions.
 - 3. Identification of problems impeding planned progress.
 - 4. Scheduling and Coordination
 - 5. Change Orders
 - 6. Payment Application

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 SPECIAL PROCEDURES

- A. Materials: Perform all work with specified products. All products shall be new, unless the approval of salvaged products is provided for in the individual product sections.
- B. Employ skilled and experienced persons to perform alteration work.
- C. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- D. Where new Work abuts or aligns with existing, provide smooth and even transition.
- E. Call MISS DIG at 1-800-482-7171 or 811 not less than three full working days before performing any portion of the Work that involves any soil disturbance.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- F. Protect all existing structures and utilities
 - 1. Pay cost of cleaning, repair, relocation, raising, lowering, or replacement of structures and utilities which interfere with the Work or which are damaged as a result of Contractor's operations.
 - 2. Supply, utilize and pay for all temporary sheeting, bracing, poles, cables, sand fill or other means used to support a structure or utility exposed or endangered by Contractor's operations.
 - 3. Be responsible for temporary and permanent relocation of power, light, telephone and other service poles and appurtenant structures.
 - 4. Make necessary arrangements with the owner of the pole or structure and pay all costs involved.
 - 5. Pay cost of replacing any pavement (including roads, driveways, and sidewalks) which is damaged as a result of Contractor's operations.
 - 6. Pay cost of any landscaping or tree replacement due to damage as a result of Contractor's operations.

PROJECT MANUAL

7. Pay cost of replacing any damaged fences, mailboxes, signs, guard posts, culverts, or similar items which are damaged as a result of Contractor's operations.
- G. Property corners, Government survey corners, and plat monuments
1. Protect from damage or disturbance.
 2. Replace if disturbed or removed as a result of construction
 - a. Arrange for replacement by a licensed professional surveyor
 - b. Pay all costs.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Product data.
- E. Shop drawings.
- F. Test reports.
- G. Certificates.
- H. Manufacturer's instructions.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer accepted form.
- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite Project, and deliver to Engineer at business address. Coordinate submission of related items.
- F. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.
- G. When revised for resubmission, identify changes made since previous submission.
- H. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.

1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedule within 15 days after date of Owner-Contractor Agreement.
- B. Submit revised Progress Schedules with each Application for Payment.
- C. Indicate reasons for delays and impact on schedule.
- D. Indicate corrective actions needed or taken.

1.4 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 TEST REPORTS

- A. Submit testing and inspection reports to Engineer for limited purpose of verifying conformance with Contract Documents.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality control and control of installation.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Testing and inspection services.
- F. Manufacturers' field services.
- G. Examination.
- H. Preparation.

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of receiving bids, except where specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. When specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference otherwise in reference documents.

1.4 TESTING AND INSPECTIONS BY CONTRACTOR

- A. Where individual specification sections require, conduct testing and inspections.
- B. Record required information and submit report to Engineer.
- C. Engineer shall review Contractor's testing reports to verify that the Work is in conformance with specifications.
- D. Testing and Inspection Reports: At a minimum, testing and inspection reports shall contain the following information:
 - 1. Project title.
 - 2. Name of personnel conducting testing and inspections.
 - 3. Description of testing and inspection procedures.
 - 4. Date and time of testing or inspection.
 - 5. Location in Project.
 - 6. Results of tests.
 - 7. Conformance with Contract Documents.
 - 8. Other information as required in individual specification sections.

1.5 TESTING AND INSPECTIONS BY OWNER

- A. Owner will employ and pay for services of an independent firm to perform testing and inspections in accordance with the following sections
02325 Dredging
- B. Owner reserves the right to inspect any portion of the Work at any time.
- C. The independent firm will perform tests, inspections and other services specified in individual specification sections and as required by Authority having jurisdiction.
- D. Testing, inspections and source quality control may occur on or off project site.

- E. Reports will be submitted by independent firm to Engineer, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- F. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Engineer and independent firm 48 hours prior to expected time for operations requiring services, or as specified in individual specification sections.
- G. Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- H. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by same independent firm on instructions by Engineer. Payment for re-testing or re-inspection will be charged to Contractor by deducting testing charges from Contract Price.

1.6 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, and to provide instruction when necessary.
- B. Report observations and site decisions or instructions given to Contractor that are supplemental or contrary to manufacturers' written instructions.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities:
 - 1. Temporary electricity.
 - 2. Temporary water service.
 - 3. Temporary sanitary facilities.

- B. Construction Facilities:
 - 1. Vehicular access.
 - 2. Parking.
 - 3. Progress cleaning and waste removal.
 - 4. Traffic regulation.

- C. Temporary Controls:
 - 1. Barriers.
 - 2. Water control.
 - 3. Dust control.
 - 4. Erosion and sediment control.
 - 5. Noise control.
 - 6. Pollution control.

- D. Removal of utilities, facilities, and controls.

1.2 UNIT PRICE – MEASUREMENT AND PAYMENT

- A. Temporary Traffic Control
 - 1. Basis of Measurement: Included in other items.
 - 2. Basis of Payment: Includes all temporary traffic control measures and flag control which are needed to maintain traffic in accordance with applicable laws and regulations. Includes supplying materials and maintenance throughout the duration of the project. Includes installation and removal of any temporary gravel needed to maintain traffic.
 - 3. Basis of Application: This pay item shall apply to all projects where included on the Bid Form. Alternatively, payment for traffic control devices may be provided for in the Bid Form, in accordance with Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction. When neither this pay item nor MDOT pay items for traffic control devices are included on the Bid Form, all work of this section shall be considered incidental to the project.

- B. All other work of this section
 - 1. Basis of Measurement: Not Applicable
 - 2. Basis of Payment: Work shall be incidental to the project.

1.3 TEMPORARY ELECTRICITY

- A. Request temporary electric service from Consumers Energy.
- B. The city's electrician of record will install service connection with city provided meter.
- C. Pay all costs.
- D. Submit invoices to Engineer.
- E. Owner shall reimburse contractor for expenses.

1.4 TEMPORARY WATER SERVICE

- A. Request temporary water service from City of Manistee.
- B. City water department will install service connection with City provided meter.
- C. Pay all costs.
- D. Submit invoices to Engineer.
- E. Owner shall reimburse contractor for expenses.

1.5 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures throughout the duration of the Work.

1.6 VEHICULAR ACCESS

- A. Maintain vehicular access to all driveways for public use at all times.
- B. Construct temporary access roads of width and load bearing capacity to accommodate traffic.
- C. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.
- D. Extend and relocate vehicular access as Work progress requires, provide detours as necessary for unimpeded traffic flow.
- E. Provide unimpeded access for emergency vehicles.
- F. Provide and maintain access to fire hydrants free of obstructions.
- G. Provide means of removing mud from vehicle wheels before entering streets.

1.7 PARKING

- A. Allow legal parking on public streets or within site only.

PROJECT MANUAL

- B. Do not allow parking on private property unless otherwise permitted in writing by property owner.

1.8 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Collect and remove waste materials, debris, and rubbish from site daily and dispose off-site.

1.9 TRAFFIC REGULATION

- A. Provide and maintain traffic control in accordance with the current Michigan Manual on Uniform Traffic Control Devices (MMUTCD) and Michigan Department of Transportation (MDOT) "Maintaining Traffic Typical"
- B. Haul Routes:
 - 1. Consult with City Engineer to determine approved haul routes within the City.
 - 2. Confine construction traffic to approved haul routes.
- C. Traffic Control Devices:
 - 1. Provide traffic control devices configured according to applicable MDOT Maintaining Traffic Typicals to meet the specified Traffic Condition Requirements stated on plans.
- D. Relocation:
 - 1. Relocate traffic control devices as Work progresses to maintain effect traffic control.
- E. Removal:
 - 1. Remove equipment and devices when no longer required.
 - 2. Repair damage caused by installation.

1.10 SECURITY

- A. Security Program:
 - 1. Protect Work from theft, vandalism, and unauthorized entry.
 - 2. Initiate program at project mobilization.
 - 3. Maintain program throughout construction period until Substantial Completion.
 - 4. Repair or replace Work damaged by theft or vandalism, pay cost.

1.11 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion.
- B. Minimize surface area of bare soil exposed at one time.

PROJECT MANUAL

- C. Provide temporary measures including berms, dikes, and drains, and other devices to control water flow.
- D. Inspect earthwork minimum once per week to detect evidence of erosion and sedimentation; promptly apply corrective measures.

1.12 NOISE CONTROL

- A. Comply with City of Manistee ordinances regarding noise.

1.13 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
- B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

1.14 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to final inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Product substitution procedures.

1.2 PRODUCTS

- A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. Provide off-site storage and protection when site does not permit on-site storage or protection.
- E. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- F. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.

- G. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- H. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Engineer will consider requests for Substitutions within 15 days after the effective date of Owner/Contractor agreement.
- B. Engineer shall not be bound to any time limitations for review of substitution requests. Contractor shall not receive any adjustment to completion schedules because of product substitution requests.
- C. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
- D. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- E. A request constitutes a representation that Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
 - 2. Will provide same warranty for Substitution as for specified product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner and Engineer for review or redesign services associated with re-approval by authorities having jurisdiction.
- F. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.
- G. Substitution Submittal Procedure:

PROJECT MANUAL

1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
3. Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 70 00

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Project record documents.

1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's review.
- B. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.3 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Wash dust from impacted adjacent structures and buildings upon request.
- C. Clean site; sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.4 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instructions for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.

- E. Specifications: Legibly mark and record at each product section any variation from specified products including description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.

- F. Record Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured locations of underground utilities. Refer to individual specification sections for list of required measurements.
 - 2. Field changes of dimension and detail.
 - 3. Details not on original Contract drawings.

- G. Submit documents to Engineer with final Application for Payment.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Construction Waste Collection and Disposal

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 CONSTRUCTION WASTE COLLECTION

- A. Collect construction waste materials in marked bins or containers and arrange for transportation to recycling centers or adaptive salvage and reuse processing facilities.
- B. Store construction waste materials to prevent environmental pollution, fire hazards, hazards to persons and property, and contamination of stored materials.
- C. Cover construction waste materials subject to disintegration, evaporation, settling, or runoff to prevent polluting air, water, and soil.

3.2 CONSTRUCTION WASTE DISPOSAL

- A. Dispose of construction waste which is not capable of being recycled by delivery to landfill, incinerator, or other legal disposal facility. Obtain receipt for deliveries.

END OF SECTION

SECTION 02240

DEWATERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. This section includes all dewatering work complete with design of dewatering systems, construction and operation of dewatering systems, abandonment of dewatering systems, protection of personnel and structures, environmental protection and restoration.
- B. Dewatering may be required during the Maintenance Dredging work. Payment for dewatering shall be included in other items of work.

1.02 RELATED SPECIFICATIONS

- A. Section 35 20 23 – Dredging

1.03 QUALITY ASSURANCE

- A. Design of Dewatering Construction

The CONTRACTOR shall be responsible for the complete design of all structures and methods proposed for dewatering the project site, including the implementation of all materials, tools and equipment proposed for use in the Work. Temporary wiring associated with the dewatering (if any) shall comply with applicable portions of the National Electrical Code.

1.04 REQUIREMENTS OF REGULATORY AGENCIES

Soil Erosion and Sedimentation Control

- a) All dewatering systems design and construction shall conform to the provisions of the "Soil Erosion and Sedimentation Control Act of the State of Michigan, Act 347; PA of Michigan; 1972." Where applicable, the CONTRACTOR shall obtain and pay for all permits and inspections for dewatering construction in accordance with the provisions of PA 347, State of Michigan, 1972, and all local government agencies having jurisdiction.

No additional claim for compensation shall be allowed because of the CONTRACTOR's failure to obtain or pay for such permits and inspections.

1.05 FEDERAL, STATE, AND LOCAL REGULATIONS

- A. Dewatering operations shall conform to the requirements of all federal, state and local agencies having jurisdiction.

1.06 JOB CONDITIONS

A. Protection

Take all steps necessary, during the Work of this Section, to protect surrounding property and adjacent buildings, private water supplies, roads, drains, sewers, structures and appurtenances. Adequate measures shall be taken to protect such property and construction from the effects of the dewatering operations.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 CONTRACTOR'S VERIFICATION

A. Existing Drainage Conditions

Prior to beginning any work, verify in the field the location, type and capacity of all existing drainage facilities and conditions which will affect the Work of this Section. No allowances shall be made for conditions found during the progress of the dewatering operations because of the CONTRACTOR'S failure to verify such conditions.

B. Existing Structures and Utilities

The CONTRACTOR shall make field verification of all existing structures and utilities at the site of the Work which are scheduled to remain and which may be affected by the Work of this Section. The CONTRACTOR shall be responsible for any damage to existing structures and/or utilities caused because of his Work and shall repair such damage at his expense to the satisfaction of the ENGINEER.

3.02 PERFORMANCE

A. Drainage of Excavations

No ground or surface water shall be discharged into any existing sanitary sewer. Provide and maintain adequate dewatering equipment to remove and dispose of all surface or groundwater leaving dredge spoils or other parts of the Work. Drainage system methods shall not cause any damage to wells or adjacent property or structures and without interference with the rights of the public, owners of private property, pedestrians, vehicular traffic, or the work of other contractors. All outlet drainage piping and conduit shall be kept clean and free from sediment. The CONTRACTOR shall be held responsible for the condition of all pipes, conduits and structures which he may use for drainage.

B. Filling and Grading

Upon completion of dewatering Work for the Project, abandon and/or fill all holes, trenches, ditches and other earth excavations created by the Work of this Section and not scheduled to remain. Do all filling, backfilling and grading to restore excavations and earth banks to pre-existing conditions or as directed by the ENGINEER. All earth fills shall be compacted to a density equal to that of the surrounding undisturbed earth.

PART 4 - MEASUREMENT AND PAYMENT

4.01 BASIS OF PAYMENT

- A. Payment for Dewatering shall be included in other items of work.
- B. No additional compensation or variation from the unit prices provided in the contract will be made or allowed. The CONTRACTOR shall assess their anticipated dewatering needs based on the geotechnical information provided and/or their own independent site investigation.

4.02 METHOD OF MEASUREMENT – NOT USED

END OF SECTION

SECTION 02325
DREDGING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Contractor shall furnish all labor, materials and equipment required to properly excavate, dredge, dewater, and dispose of deposited materials as detailed on the contract drawing and in these specifications.

1.02 RELATED SPECIFICATIONS

- A. Section 02240 – Dewatering

1.03 REFERENCE STANDARDS

- A. General - The publications listed in this section form a part of this specification to the extent referenced. The publications are referenced in the text by basic designation. In the event a referenced publication has been replaced or superseded, the current version shall govern.
- B. United States Army Corps of Engineers (USACE)
1. EM 385-1-1 - Safety and Health Requirements Manual, 2008; Change 1-2010, Change 3-2010, Errata 1-2010
 2. EM 1110-1-2909 - Geospatial Data and Systems, 2012
 3. EM 1110-2-1003 - Hydrographic Surveying, 2002, Change 04-2004

1.04 QUALITY ASSURANCE

- A. The Contractor shall establish and maintain a quality control system for dredging and placement operations to assure compliance with the contract requirements and provide a Daily Report of Dredging Operations. This report shall delineate volume of materials dredged and the volume of material placed in the final placement site, and shall be submitted to the Engineer on a weekly basis.

1.05 DISPOSAL AREA CONDITIONS

- A. The location of the final disposal area is shown on the contract drawing field and is to be identified by the dredging contractor.

1.06 DREDGING WINDOW

- A. The Contractor shall perform all dredging work during the periods permitted by the contract and in accordance with all regulatory permit(s) associated with this work.

1.07 SUBMITTALS

- A. The contractor shall submit three (3) copies of each of the following:
1. Dredging Placement Safety Plan – This plan details the means and methods to be utilized in placing, dewatering and final disposal of dredged materials. This plan shall comply with all requirements of the plans, specifications, and permits under which the Work is to be performed.
 2. Daily Report of Dredging Operations – This plan shall detail the volume of materials dredged and the volume of material disposed of or placed in the final placement site.
 - a) Contaminated dredged material (if any) that must be landfilled shall be accompanied by appropriate documentation from the final disposal facility, including a copy of the bill of lading with the following information:
 - i) Disposal Facility: Name and Address
 - ii) Truck Identification: Owner, Driver Name, and Truck Number
 - iii) Material/Source Identification: Type of material and suspected contamination.
 - iv) Amount: Weigh in/out and approximate cubic yardage.
 - v) Signature of Receipt: The signature of an authorized agent at the receiving facility.

PART 2 - MATERIALS – NOT USED

PART 3 - EXECUTION

3.01 DREDGING

- A. The Contractor shall perform dredging work via mechanical or hydraulic dredging means as specified in the regulatory permit(s). Remove material to the required depths within the limits shown on the drawings and as specified. Rocks, cobbles and boulders may be encountered near breakwaters, revetments and pier heads and shall not be removed if they are part of the harbor structures nor shall toe stones be undermined. If the above materials are not part of the harbor structure, then they are required to be removed or be below the design dredge depth. The dredging to the design depth shall include removal of all incidental materials (wood piles, concrete, etc.) that may be encountered during dredging operations.
1. Side Slopes: Construct side slopes to provide the required channel dimensions (length, width, and depth). Construct side slopes perpendicular to the channel line or dredge limit line, whichever is applicable. Side slopes may be formed by box cutting, step cutting, or dredging along the side slope. The provisions of this Subparagraph also apply to end slopes at the upstream and downstream dredging limits of the channel. Materials actually removed, to provide for final side slopes not flatter than that shown on the contract drawings, but not in

excess of the amount originally lying above the side slope payment limit line will be calculated and paid for in accordance with the Measurement and Payment section of this Specification.

2. Allowable Overdepth: To cover inaccuracies of the dredging process, materials actually removed from within the channel lines to a depth of not more than 0.5 feet below the required pay prism line will be measured and paid for at the contract unit price. However, the maximum quantity of overdepth materials to be paid for will be equivalent to that quantity present within the 0.5 foot overdepth prism immediately below the required materials to be removed as determined from the prior to dredging soundings. Any dredging below the 0.5 feet will be considered as excessive dredging and for which payment will not be made.
3. Shoals: Shoals: A tolerance of 0.5 feet above the required pay prism line, in the remaining channel area, will be allowed for acceptance of remaining shoal materials. The allowed shoal materials may be left in place but shall be of such nature that they will not affect navigation, and will not be paid for unless they are removed. The allowed shoaling shall not be continuous throughout the required dredging area and shall cover an area not to exceed 5% of the dredging area specified. The limitations for individual shoals are as follows:
 - a) Maximum width: Maximum width of each remaining shoal area not required to be removed shall be not more than five (5) feet.
 - b) Longitudinal length: Longitudinal length of each remaining shoal area not required to be removed shall be not more than twenty-five (25) feet.
4. Excessive Dredging: Materials taken from beyond the design target depth and as allowed in the subparagraphs "Side Slopes" and "Allowable Overdepth" will be excluded from the computed total amount dredged as excessive channel dredging or excessive side slope dredging and for which payment will not be made. The final determination of the amounts of excessive dredging will be based wholly on the surveys made for final examination and acceptance. (See Article 3.06)

3.02 CONVEYANCE AND TRANSFER OF DREDGED MATERIALS

- A. General: All nautical vessels, pipelines and land based transport and conveyance systems shall be operated, loaded and unloaded in such manner as to prevent overflow, spills, leaks, waste, or other loss of dredged materials between point of pick-up and point of deposition within the placement area. Hauling vessels shall have sufficient sidewall height and integrity to prevent drainage over or through the sides and bottom during hauling.
- B. Restriction: The method employed by the Contractor in conveying dredged materials to the placement area shall be at all times as approved by the ENGINEER. Temporary dumping or placement of materials outside of the placement area for subsequent rehandling into the placement area is prohibited unless otherwise approved by the ENGINEER.

3.03 DISPOSAL OF DREDGED MATERIALS

- A. General: Prior to placement of dredge material, the Contractor will submit a Dredging Placement Safety Plan, describing in detail the means and methods to be utilized. The permitted dredged placement area has sufficient capacity to contain all materials. Placement of the dredged materials within the disposal area shall be as specified and shown except as otherwise directed by the ENGINEER. The method employed by the Contractor in depositing dredged materials in the disposal area shall be at all times as approved by the ENGINEER/OWNER.
- B. Misplaced Material: Any material that is deposited elsewhere than in the places designated in this contract or approved by the ENGINEER will not be paid for. The Contractor shall be required to remove such misplaced material at its expense and deposit it in the place designated in this contract or approved by the ENGINEER.
- C. Location: As shown on the drawings and as specified herein, the dredged materials shall be placed in accordance with the attached MDEQ/USACE Permits.
- D. Placement: Placing of dredged materials within the dredge material placement area shall be as specified herein. The Contractor shall place dredged material in accordance with receiving entity. The CONTRACTOR shall verify the disposal location prior to the start of dredging.

3.04 DREDGE PIPELINES

- A. Dredge Discharge Pipeline. The Contractor shall plainly mark the pipeline access routes with conspicuous stakes, targets and/or buoys to be maintained throughout the contract operations. A tight dredge discharge pipeline shall be maintained to prevent spilling of dredged material or dredge water outside of the disposal area. The Contractor shall provide and maintain radio communication between the dredge and the disposal areas and the dredge and the Owner. The pipeline shall be inspected at least twice daily for leaks. Failure to immediately repair leaks in the discharge pipeline will result in suspension of dredging operations and require prompt repair of pipeline as a prerequisite to the resumption of dredging. Any damage to private or public property resulting from the Contractor's operations shall be repaired by the Contractor at his expense.
- B. Submerged Pipeline. In the event the Contractor elects to submerge his pipeline, the pipeline shall rest on the bottom, and the top of the submerged pipeline and any anchor securing the submerged pipeline shall be no higher than the required project depth for the channel in which the submerged pipeline is placed. Should the Contractor elect to use a pipeline material which is buoyant or semi-buoyant, such as PVC pipe or similar low density materials, the Contractor shall securely anchor the pipeline to prevent the pipeline from lifting off the bottom under any conditions. The Contractor shall make daily inspections of the submerged pipeline to ensure buoyancy has not loosened the anchors. The Contractor shall remove all anchors when the submerged pipeline is removed. The location of the entire length of submerged pipeline shall be marked with signs, buoys, lights, and flags conforming to U.S. Coast Guard regulations.
- C. Floating Pipeline. Should the Contractor's pipeline not rest on the bottom, it will be considered a floating pipeline and shall be visible on the surface and clearly marked. In no case will the Contractor's pipeline be allowed to fluctuate between the surface

and the bottom, or lie partly submerged. Lights shall be installed on the floating pipeline as required in paragraph SIGNAL LIGHTS above. The lights shall be supported either by buoys or by temporary piling, provided by the Contractor and approved by the Owner/Engineer. Where the pipeline does not cross a navigable channel, the flashing yellow all around lights shall be spaced not over 50 feet apart, unless closer spacing is required by U.S. Coast Guard personnel, in which case the requirements of the U.S. Coast Guard shall govern, at no additional cost to the Owner.

- D. **Booster Pumps.** Any booster pumps installed by the Contractor shall be located at least 300 feet from any residential type building or house. Booster pumps, their prime movers, and any auxiliary equipment shall be fitted or equipped with mufflers, noise control enclosures, or other engineering noise control methods, measures, and features such that steady noise emanating from this equipment does not exceed 85 decibels on the A scale at slow response, and impulsive noise does not exceed 140 decibels. Such items shall be maintained throughout the course of the work. In addition, all local ordinances/regulations regarding noise shall be adhered to.

3.05 CONTRACTOR QUALITY CONTROL

- A. The Contractor shall establish and maintain a quality control system for dredging and placement operations to assure compliance with the contract requirements and provide a Daily Report of Dredging Operations. This report shall delineate volume of materials dredged and the volume of material placed in the final placement site, and shall be submitted to the Engineer on a weekly basis.

3.06 PRIOR, AFTER AND CHECK SURVEYS

- A. **Pre-Dredge Soundings:** The drawings represent the conditions existing at the time of survey indicated.
- B. **Determination of dredge quantities removed** will be made based upon pre and post Topographic Surveys of the dredge site. This total volume will be converted to cubic yards based upon a surface comparison within AutoCad. The determination of the quantities to be paid for in the area specified, after having once been made, will not be reopened, except on evidence of collusion, fraud, or obvious error.
- C. **After and Check Surveys:** The OWNER will make an "after" soundings survey and may make "check" surveys as required. The Contractor shall make check surveys as required or directed by the ENGINEER. If additional surveys are required, due to the Contractor's operations, the cost of such surveys shall be paid by the Contractor. The cost of such surveys shall be the same as specified in Article 3.06.

3.07 FINAL EXAMINATION AND ACCEPTANCE

- A. **Examination:** As soon as practicable after the completion of the entire work, such work will be thoroughly examined by sounding. Should any shoals, lumps or other lack of contract depth be disclosed by this examination, the Contractor is required to remove same by dragging the bottom or by dredging at the contract rate for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoals may be waived at the discretion

of the ENGINEER. The Contractor or its authorized representative will be notified when soundings are to be made. When the area is found to be in a satisfactory condition, it will be accepted finally. Should any surveys beyond the initial "after" survey be required by the ENGINEER by reason of work for the removal of shoals disclosed at a prior sounding, the cost of such subsequent sounding operations will be charged against the Contractor at the rate of \$4,000 per calendar day in which the ENGINEER's survey crew is engaged in sounding and/or is enroute to or from the site, or held at or near the said site for such operations.

- B. Acceptance: Final acceptance of the whole or part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

PART 4 - MEASUREMENT AND PAYMENT

4.01 BASIS OF PAYMENT

- A. Payment for the items of work shall cover all materials, equipment and labor necessary to install the following pay items in accordance with the plans and these specifications.

4.02 METHOD OF MEASUREMENT.

- A. Volume Calculations: Within the limits of the allowable pay overdepth and side slope payment limit lines described in Article 3.01 "Dredging", the total amount of materials removed and to be paid for under the contract will be measured by the cubic yard in place by a volume calculation between pre and post surveys at the dredge site. Any quantities misplaced or not satisfactorily placed in the approved disposal area will be deducted.
- B. Monthly Partial Payments: Monthly partial payments will be based on quantities determined by daily soundings taken by the Contractor or other means acceptable to the ENGINEER. Maximum of 80% of the dredge quantities, as determined by the Contractor's surveys, will be paid for under the monthly partial payments, until the quantities are verified by the ENGINEER.
- C. Continuity of Work: Monthly partial payments will be made for work performed prior to final examination and acceptance. However, as final dredging is being performed for final examination and acceptance, no payment will be made for such final dredging work performed in any area until the depth required under the contract is secured in the whole of such area, unless prevented by ledge rock, original material, or other obstructions, which cannot be removed by the plant performing the work. No payment will be made for final excavation in any area not adjacent to and in prolongation of areas where full depth has been secured, except by decision of the ENGINEER. If a nonadjacent area is excavated to full depth during the day to day operations carried on under the contract, payment for all work therein may be deferred until the required depth has been secured in the area intervening.

D. The completed work as described will be measured and paid for at the contract unit price using the following contract item (pay item):

<u>Description</u>	<u>Unit Price</u>
Excavation / Dredging and Disposal	Cubic Yard

Payment for **Excavation / Dredging and Disposal** shall include the removal, conveyance and permanent disposal of all materials as shown on the drawings and as specified herein. It shall also include the removal of all incidental materials (old abandoned piles, boulders, etc.) within the design dredging depth.

END OF SECTION



**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER RESOURCES DIVISION
PERMIT**

ABONMARCHE

JUL 25 2013

ISSUED TO:

City of Manistee
Attn: Dave Bachman
P.O. Box 358
Manistee, MI 49660

RECEIVED

Permit No.	13-51-0021-P
Issued	July 17, 2013
Extended	
Revised	
Expires	July 17, 2018

This permit is being issued by the Michigan Department of Environmental Quality (MDEQ) under the provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), and specifically:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Part 301, Inland Lakes and Streams | <input type="checkbox"/> Part 315, Dam Safety |
| <input type="checkbox"/> Part 325, Great Lakes Submerged Lands | <input type="checkbox"/> Part 323, Shorelands Protection and Management |
| <input type="checkbox"/> Part 303, Wetlands Protection | <input type="checkbox"/> Part 353, Sand Dunes Protection and Management |
| <input type="checkbox"/> Part 31, Floodplain/Water Resources Protection | |

Permission is hereby granted, based on permittee assurance of adherence to State of Michigan requirements and permit conditions, to:

Annually, over a five year period (if needed), mechanically dredge up to 1,800 cubic yards of sediment from a 700-foot long by 52-foot wide area of the Manistee River inside the Municipal Marina down to 9 feet below Low Water Datum (LWD), or 568.5 feet above sea level (IGLD 1985). The total volume over five years must not exceed 9,000 cubic yards. Remove the dredge spoils to City-Owned property at Adamczak Road for permanent disposal. All work shall be completed according to the approved modified plans, and the conditions of this permit.

Water Course Affected: Manistee River
Property Location: Manistee County, City of Manistee, Section 11
Town/Range 21N, 17W **Property Tax No.** 51-439-702-06

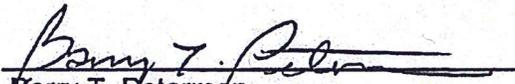
Authority granted by this permit is subject to the following limitations:

- A. Initiation of any work on the permitted project confirms the permittee's acceptance and agreement to comply with all terms and conditions of this permit.
- B. The permittee, in exercising the authority granted by this permit, shall not cause unlawful pollution as defined by Part 31, Water Resources Protection, of the NREPA.
- C. This permit shall be kept at the site of the work and available for inspection at all times during the duration of the project or until its date of expiration.
- D. All work shall be completed in accordance with the approved plans and specifications submitted with the application and/or plans and specifications attached to this permit.
- E. No attempt shall be made by the permittee to forbid the full and free use by the public of public waters at or adjacent to the structure or work approved.
- F. It is made a requirement of this permit that the permittee give notice to public utilities in accordance with Act 53 of the Public Act of 1974 and comply with each of the requirements of that Act.
- G. This permit does not convey property rights in either real estate or material, nor does it authorize any injury to private property or invasion of public or private rights, nor does it waive the necessity of seeking federal assent, all local permits, or complying with other state statutes.
- H. This permit does not prejudice or limit the right of a riparian owner or other person to institute proceedings in any circuit court of this state when necessary to protect his rights.
- I. Permittee shall notify the MDEQ within one week after the completion of the activity authorized by this permit, by completing and forwarding the attached preaddressed postcard to the office addressed thereon.
- J. This permit shall not be assigned or transferred without the written approval of the MDEQ.
- K. Failure to comply with conditions of this permit may subject the permittee to revocation of permit and criminal and/or civil action as cited by the specific state act, federal act, and/or rule under which this permit is granted.
- L. All dredged or excavated materials shall be disposed of in an upland site (outside of floodplains, unless exempt under Part 31, and wetland).

- M. In issuing this permit, the MDEQ has relied on the information and data that the permittee has provided in connection with the submitted application for permit. If, subsequent to the issuance of a permit, such information and data prove to be false, incomplete, or inaccurate, the MDEQ may modify, revoke, or suspend the permit, in whole or in part, in accordance with the new information.
- N. The permittee shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, employees, agents and representatives for any and all claims or causes of action arising from acts or omissions of the permittee or employees, agents, or representatives of the permittee undertaken in connection with this permit. This permit shall not be construed as an indemnity by the State of Michigan for the benefit of the permittee or any other person.
- O. Noncompliance with these terms and conditions and/or the initiation of other regulated activities not specifically authorized shall be cause for the modification, suspension, or revocation of this permit, in whole or in part. Further, the MDEQ may initiate criminal and/or civil proceedings as may be deemed necessary to correct project deficiencies, protect natural resource values, and secure compliance with statutes.
- P. If any change or deviation from the permitted activity becomes necessary, the permittee shall request, in writing, a revision of the permitted activity from the MDEQ. Such revision request shall include complete documentation supporting the modification and revised plans detailing the proposed modification. Proposed modifications must be approved, in writing, by the MDEQ prior to being implemented.
- Q. This permit may be transferred to another person upon written approval of the MDEQ. The permittee must submit a written request to the MDEQ to transfer the permit to the new owner. The new owner must also submit a written request to the MDEQ to accept transfer. The new owner must agree, in writing, to accept all conditions of the permit. A single letter signed by both parties which includes all the above information may be provided to the MDEQ. The MDEQ will review the request and if approved, will provide written notification to the new owner.
- R. Prior to initiating permitted construction, the permittee is required to provide a copy of the permit to the contractor(s) for review. The property owner, contractor(s), and any agent involved in exercising the permit are held responsible to ensure that the project is constructed in accordance with all drawings and specifications. The contractor is required to provide a copy of the permit to all subcontractors doing work authorized by the permit.
- S. Construction must be undertaken and completed during the dry period of the wetland. If the area does not dry out, construction shall be done on equipment mats to prevent compaction of the soil.
- T. Authority granted by this permit does not waive permit requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA, or the need to acquire applicable permits from the County Enforcing Agent.
- U. Authority granted by this permit does not waive permit requirements under the authority of Part 305, Natural Rivers, of the NREPA. A Natural Rivers Zoning Permit may be required for construction, land alteration, streambank stabilization, or vegetation removal along or near a natural river.
- V. The permittee is cautioned that grade changes resulting in increased runoff onto adjacent property is subject to civil damage litigation.
- W. Unless specifically stated in this permit, construction pads, haul roads, temporary structures, or other structural appurtenances to be placed in a wetland or on bottomland of the waterbody are not authorized and shall not be constructed unless authorized by a separate permit or permit revision granted in accordance with the applicable law.
- X. For projects with potential impacts to fish spawning or migration, no work shall occur within fish spawning or migration timelines (i.e., windows) unless otherwise approved in writing by the MDNR, Fisheries Division.
- Y. Work to be done under authority of this permit is further subject to the following special instructions and specifications:
1. Prior to commencement of any dredging authorized by this permit, the entire dredged area shall be enclosed with a filter fabric sediment curtain to prevent off-site siltation. The sediment curtain shall be installed to extend from the bed of the waterbody to a point above the existing water's surface. The sediment curtain shall be maintained for the duration of the project and shall be left in place after completion of dredging until all disturbed sediments have settled.
 2. Using a mechanical dredger mounted on a barge, dredge sediments into a hopper for dewatering behind the sediment curtain prior to off-loading and transport to the approved upland disposal location. Dredging or dewatering is not to occur outside of the sediment curtain containment. Annually, remove up to 1,800 cubic yards of sediments from a 700-foot long by 52-foot wide area of the Municipal Marina down to a controlling depth of 568.5 feet IGLD 1985. The total volume of spoils over the five year period is not to exceed 9,000 cubic yards.
 3. All dredge/excavated spoils including organic and inorganic soils, vegetation, and other material removed shall be placed on upland (non-wetland, non-floodplain or non-bottomland), prepared for stabilization, and stabilized with sod and/or seed and mulch in such a manner as to prevent and ensure against erosion of any material into any waterbody, wetland, or floodplain.
 4. Prior to initiating construction authorized by this permit, the permittee is required to provide a copy of the permit to the contractor(s) for his/her review.
 5. The property owner, contractor(s), and any agent involved in obtaining or exercising this permit, are held responsible to ensure the project is constructed in accordance with all drawings and specifications contained in this permit. The contractor is required to provide a copy of the permit to any and all subcontractors doing work authorized by this permit.

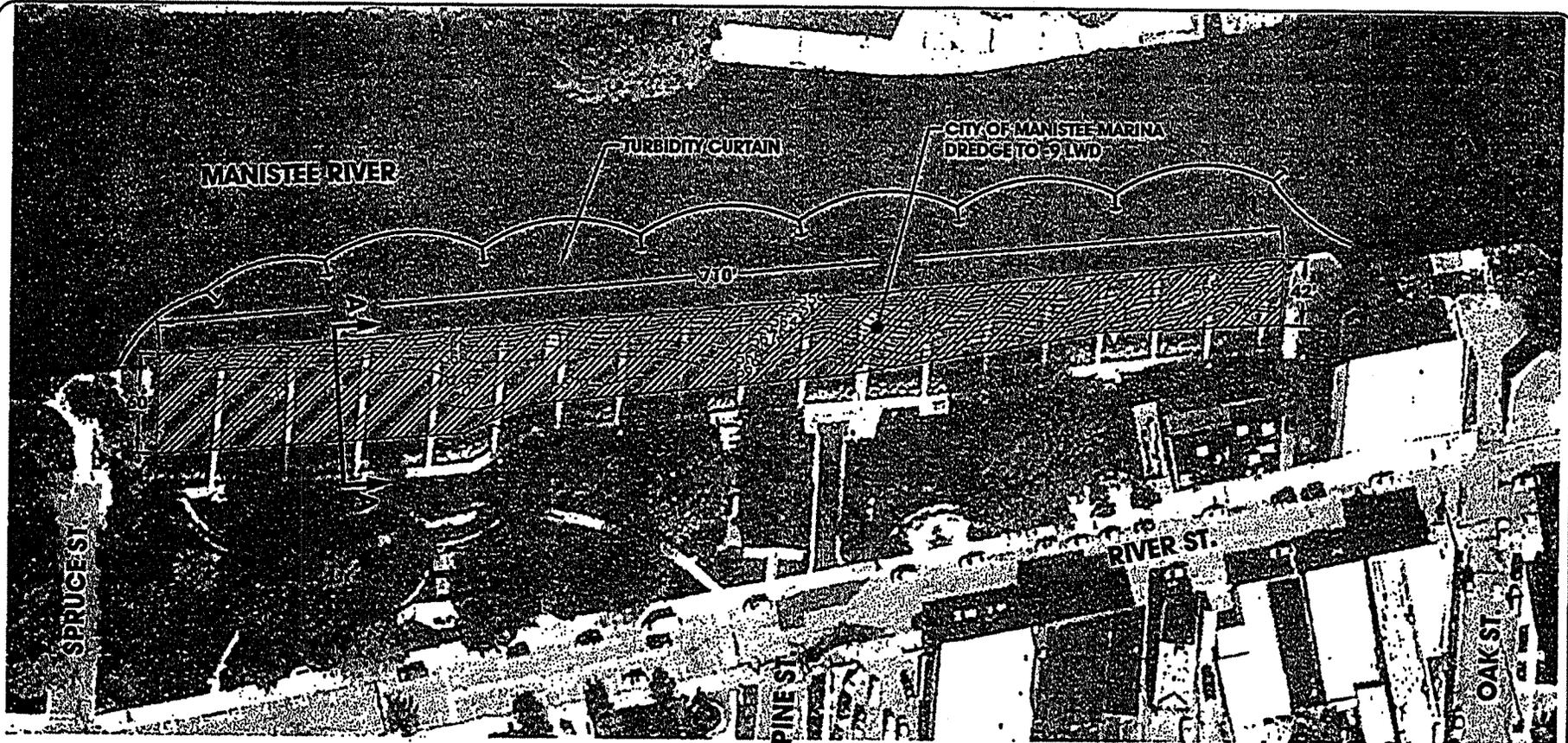
6. Authority granted by this permit does not waive any jurisdiction of the United States Army Corps of Engineers (USACE) or the need for a federal permit, if required. For information on USACE jurisdiction, please contact Mr. Nathan Schulz of the Grand Haven Field Office at telephone number 616-842-5510.
7. Authority granted by this permit does not waive permit requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA, or the need to acquire applicable permits from the Manistee County Planning Department at telephone number 231-723-6041.
8. Upon completion of your project, you must fill out and return the enclosed card, and photos taken from each of the same vantage points showing the "as-built" condition of your project.
9. The completion card and required photos shall be forwarded to the MDEQ Water Resources Division, Cadillac District, within 30 days of completion of the project. Staff will use such pictures for monitoring compliance with your permit.
10. No fill, excess spoils, or other material shall be placed in any wetland or surface water area not specifically authorized by this permit, its plans, and specifications.
11. In issuing this permit, the MDEQ has relied on the information and data which permittee has provided in connection with the permit application. If, subsequent to the issuance of this permit, such information and data prove to be false, incomplete, or inaccurate, the MDEQ may modify, revoke, or suspend the permit, in whole or in part, in accordance with the new information.
12. The authority to conduct the activity as authorized by this permit is granted solely under provisions of the governing act as identified above. This permit does not convey, provide, or otherwise imply approval of any other governing act, ordinance, or regulation, nor does it waive the permittee's obligation to acquire any local, county, state, or federal approval or authorizations necessary to conduct the activity.
13. If any change or deviation from the permitted activity becomes necessary, the permittee shall request, in writing, a revision of the permitted activity and/or mitigation plan from the MDEQ. Such revision requests shall include complete documentation supporting the modification, and revised plans detailing the proposed modification. Proposed modifications must be approved, in writing, by the MDEQ prior to being implemented.
14. This permit may be transferred to another person upon written approval of the MDEQ. The permittee must submit a written request to the MDEQ to transfer the permit to the new owner. The new owner must also submit a written request to accept transfer of the permit. The new owner must agree, in writing, to accept all conditions of the permit. A single letter signed by both parties which includes all the above information may be provided to the MDEQ. The MDEQ will review the request and if approved, will provide written notification to the new owner.
15. This permit placard shall be kept posted at the work site, in a prominent location at all times for the duration of the project, or until permit expiration.
16. This permit is being issued for the maximum time allowed under Part 301, Inland Lakes and Streams and Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, PA 451 of 1994, as amended, including all permit extensions allowed under the administrative rules R 281.813 and R 281.923. Therefore, no extensions of this permit will be granted. Initiation of the construction work authorized by this permit indicates the permittee's acceptance of this condition. The permit, when signed by the MDEQ, will be for a five-year period beginning at the date of issuance.

By:


Barry T. Peterman
Water Resources Division
231-876-4442

cc: City of Manistee Clerk
Manistee County CEA
Corey Kandow, Abonmarche
Nathan Schulz, USACE, Grand Haven

EXACTVIL 3DENVG_2013U1-0199 MANISTEE CITY MARINA DREDGING.dwg 2, 6/11/2013 4:51:50 PM, d:\armon, 1:1



OHWM = 581.50
 LWD = 577.50

PROPOSED DREDGE TO 568.50 (-9 LWD)
 = LENGTH x AVG. WIDTH x AVG. DEPTH
 = 700 FT x 52 FT x 1.33 FT
 = 48,412 FT³/27
 = 1,800 CYDS/YR (9,000 CYDS OVER 5 YR DURATION)

NOTE:
 ALL ELEVATIONS SHOWN REFERENCE
 VERTICAL DATUM IGLD 85.

DATUM CONVERSIONS:
 (NGVD 29 - 0.33 = NAVD 88)
 (NGVD 29 - 0.67 = IGLD 85)
 (NAVD 88 - 0.34 = IGLD 85)

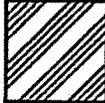
WATER RESOURCES
 DIVISION

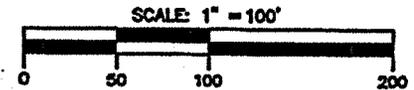
DEQ/LWMD
 Permitted Plan

JUN 26 2013

JUL 17 2013

HATCH LEGEND

 PROPOSED
 DREDGE AREA
 -9 LWD (568.50)



95 West Main Street
 Benton Harbor, MI 49022
 T 269.927.2295
 F 269.927.1017

Manistee, MI
 South Haven, MI
 South Bend, IN
 Fort Wayne, IN

Engineering
 Architecture
 Land Surveying
 Marina/Waterfront
 Community Planning
 Landscape Architecture
 Development Services

CADILLAC DISTRICT

File No. 13-51-0021-P
 Page No. 427

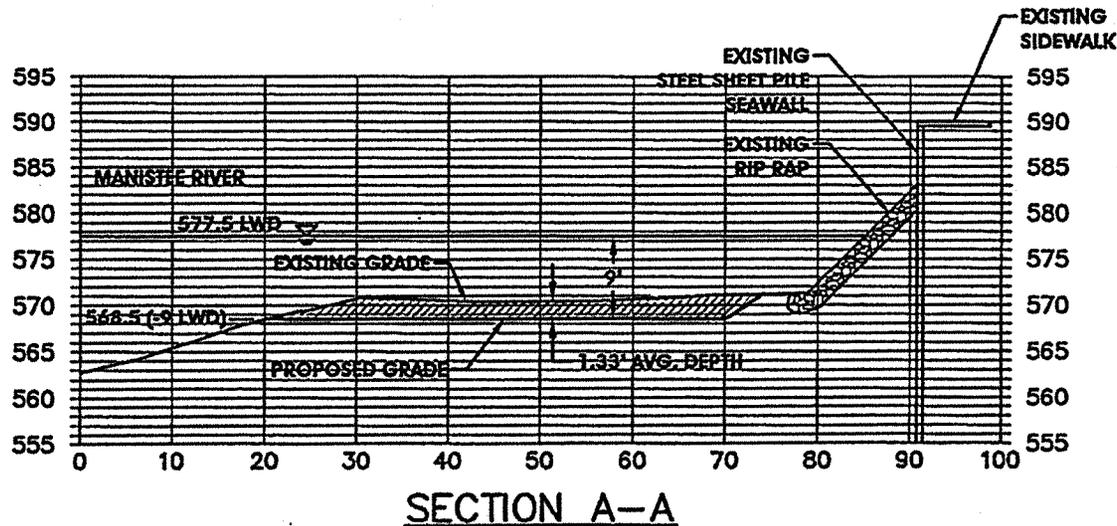
PREPARED FOR:
 CITY OF MANISTEE
 MARINA MAINTENANCE DREDGING

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SCALE: 1"=100'

JOB #: 13-0199

SHEET 2 OF 5



DEQ/LWMD
Permitted Plan

JUL 17 2013

File No. 13-51-0021-P
Page No. 587

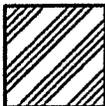
OHWM = 581.50
LWD = 577.50

PROPOSED DREDGE TO 568.50 (-9 LWD)
= LENGTH x AVG. WIDTH x AVG. DEPTH
= 700 FT x 52 FT x 1.33 FT
= 48,412 FT³/27
= 1,800 CYDS/YR (9,000 CYDS OVER 5 YR DURATION)

NOTE:
ALL ELEVATIONS SHOWN REFERENCE
VERTICAL DATUM IGLD 85.

DATUM CONVERSIONS:
(NGVD 29 - 0.33 = NAVD 88)
(NGVD 29 - 0.67 = IGLD 85)
(NAVD 88 - 0.34 = IGLD 85)

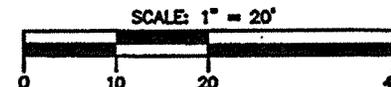
HATCH LEGEND

 PROPOSED
DREDGE AREA
-9 LWD (568.50)

WATER RESOURCES
DIVISION

JUN 26 2013

CADILLAC DISTRICT



95 West Main Street
Benton Harbor, MI 49022
T 269.927.2295
F 269.927.1017

Manistee, MI
South Haven, MI
South Bend, IN
Fort Wayne, IN

Engineering
Architecture
Land Surveying
Marina/Waterfront
Community Planning
Landscape Architecture
Development Services

PREPARED FOR:
CITY OF MANISTEE
MARINA MAINTENANCE DREDGING

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SCALE: 1"=20'

JOB #: 13-0199

SHEET 3 OF 5

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DEQ/LWMD
Permitted Plan

JUL 17 2013

File No. 13-51-0021-P
Page No. 6 of 7

WATER RESOURCES
DIVISION

JUN 26 2013

CADILLAC DISTRICT



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Fort Wayne, IN

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Marina/Waterfront
Community Planning
Landscape Architecture
Development Services

DISPOSAL SITE
NOT TO SCALE

PREPARED FOR:
CITY OF MANISTEE
MARINA MAINTENANCE DREDGING

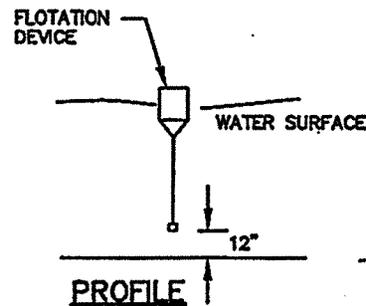
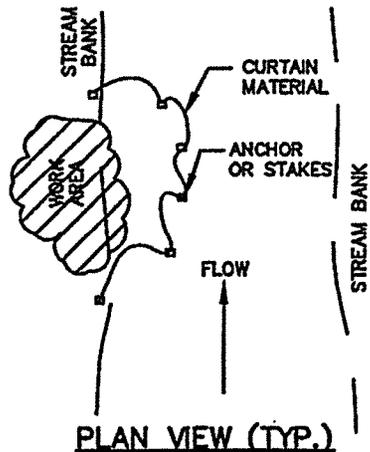
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SCALE: NTS

JOB #: 13-0199

SHEET 4 OF 5

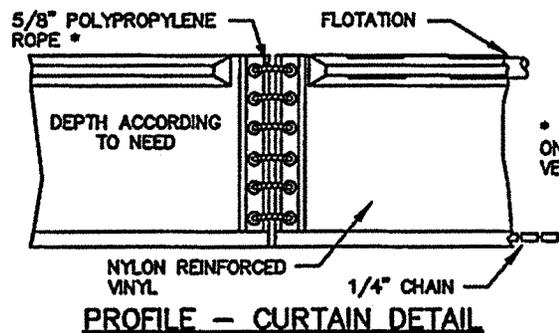
ENCLOSURE 3D/ENG_20131113-0199 MANISTEE CITY MARINA DREDGING.dwg 13-0199 DREDGE PERMIT.dwg 5, 6/13/2013 4:33:32 PM, dlaron, 1:1



DEQ/LWMD
Permitted Plan

JUL 17 2013

File No. 13-51-0021-P
Page No. 7/7



* JOINTS VARY DEPENDING ON TYPE OF WATERBODY AND VELOCITY OF WATER FLOW.

SESC NOTES:

1. PRIOR TO DREDGING A SILTATION (TURBIDITY) BARRIER CURTAIN MUST BE INSTALLED AS SHOWN ON SHEET 2 (SUPPORTED BY FLOTATION AND ANCHORING DEVICES) TO ENCLOSE THE AREA OF DISTURBANCE. PROVIDING, INSTALLING, MAINTAINING, AND REMOVING THE TURBIDITY CURTAIN SHALL BE PAID UNDER "SOIL EROSION AND SEDIMENTATION CONTROL MEASURES" PAY ITEM.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR SOIL EROSION CONTROL PERMIT/SEDIMENT CONTROL MEASURES. THE SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL CONFORM TO STATE OF MICHIGAN SOIL EROSION AND SEDIMENTATION CONTROL GUIDEBOOK, LATEST EDITION.
3. TURBIDITY CURTAIN SHALL BE PROVIDED AND INSTALLED PER DETAIL S61 OF THE STATE OF MICHIGAN SOIL EROSION AND SEDIMENTATION CONTROL GUIDE BOOK, LATEST EDITION.
4. CONTRACTOR SHALL CHECK SESC MEASURES DAILY. IF SESC MEASURES ARE NOT CORRECTLY INSTALLED OR MAINTAINED, THE CONTRACTOR SHALL TAKE CORRECTIVE ACTION TO REPAIR OR FIX INSTALLED SESC MEASURES AT NO ADDITIONAL COST TO THE OWNER.
5. DISTURBED AREAS REMAINING IDLE DURING CONSTRUCTION SHALL BE TEMPORARILY STABILIZED. PERMANENT CONTROLS SHALL BE INSTALLED WITHIN 5 DAYS OF FINAL GRADE.

WATER RESOURCES
DIVISION

JUN 26 2013

CADILLAC DISTRICT

MICHIGAN DEPARTMENT OF
MANAGEMENT AND BUDGET

NOTES:
TYPE OF TURBIDITY CURTAIN SHALL BE AER-FLO TOUGH GUY TYPE 1 OR ENGINEER APPROVED EQUAL.

TURBIDITY CURTAIN DETAIL

NOT TO SCALE



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PREPARED FOR:
CITY OF MANISTEE
MARINA MAINTENANCE DREDGING

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SCALE: NTS

JOB #: 13-0199

SHEET 5 OF 5



REPLY TO
ATTENTION OF:

Engineering & Technical Services
Regulatory Office
File Number LRE-1989-450038-L13

DEPARTMENT OF THE ARMY
DETROIT DISTRICT, CORPS OF ENGINEERS
GRAND HAVEN FIELD OFFICE
307 SOUTH HARBOR
GRAND HAVEN, MI 49417-1791

September 27, 2013

ABONMARCHE

OCT 02 2013

RECEIVED

David Bachman
City of Manistee
70 Maple Street
P.O. Box 358
Manistee, Michigan 49660-1688

Dear Mr. Bachman:

Refer to your application requesting a Department of Army permit to dredge at 480 River Street, Manistee County, Manistee, Michigan. Under the authority of Section 10 of the Rivers and Harbors Act, we have authorized the following structures or work in Manistee River subject to the attached general and special conditions under a Letter of Permission:

Mechanically dredge 1,800 cubic yards of material from a 710' x 60' marina basin. The dredge depth is authorized to a bottom contour elevation of 569.5' IGLD 1985. Mechanically dredge 1,800 cubic yards from the authorized area to the authorized depth annually as a long-term maintenance activity. The total amount of material authorized for dredging is 9,000 cubic yards.

The authorized work will occur in a navigable water of the United States. The Detroit District, U.S. Army Corps of Engineers has previously made a jurisdiction determination (JD) for the navigable waters within the geographic area under the Detroit District's regulatory authority and posted a copy of the approved JD for those waters on the Detroit District website at:

<http://www.lre.usace.army.mil/Portals/69/docs/regulatory/PDFs/GENSEC10.pdf>. If you are not in agreement with this approved JD, you can make an administrative appeal under 33 CFR 331. We have enclosed a Notification of Administrative Appeal Options and Process and Request for Appeal form describing all of your appeals options regarding this letter of permission. If you accept the permit, you may start work. Starting work is considered your specific agreement to all terms and conditions of the permit. If you accept the permit you do not need to sign or submit the appeals form. If you elect to return the appeals document, your response is required within 60 days from the date of this letter. Please contact us if you have questions on our appeals process and/or wish to have us provide you with a copy our approved JD.

We invite your special attention to Paragraph 2.a. under Further Information, which states, "That this permit does not obviate the requirement to obtain other Federal, state, or local authorizations required by law."

We require that you inform this office immediately upon commencement of construction. Upon completion of the work, fill in and return the enclosed COMPLETION REPORT.

Any material changes in the location or plans of the work herein authorized must be submitted to the District Engineer prior to commencement of work. As required by law, the revised plans must have written approval of the Department of the Army. Should you have any questions, please contact me at the above address, by E-Mail at Nathan.T.Schulz@usace.army.mil, or by telephone at 616-842-5510 x25530. In all communications, please refer to File Number LRE-1989-450038-L13.

We are interested in your thoughts and opinions concerning your experience with the Detroit District, Corps of Engineers Regulatory Program. If you are interested in letting us know how we are doing, you can complete an electronic Customer Service Survey from our web site at: <http://per2.nwp.usace.army.mil/survey.html>. Alternatively, you may contact us and request a paper copy of the survey that you may complete and return to us by mail or fax. Thank you for taking the time to complete the survey, we appreciate your feedback.

Sincerely,



Nathan T. Schulz
Regulatory Project Manager
Grand Haven Field Office

Enclosures

Copies Furnished

Corey Kadow (Abonmarche)
MDEQ, Grand Rapids District Office (13-51-21)
NOAA, w/print

General Conditions:

1. The time limit for completing the work authorized ends on **September 27, 2018**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the following space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFeree)

(DATE)

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as

special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
2. Temporary and/or permanent sidcasting of dredged material and/or placement of fill material into the waterway or wetland for any purpose, including operating and/or placing equipment, is not authorized.
3. The permittee must notify the Corps by telephone or e-mail at least two weeks prior to the start of each occurrence of maintenance dredging and shall specify the amount(s) of dredged material to be generated and the location of the dredged material disposal.
4. All dredged and/or excavated materials will be disposed of in upland location(s) landward of the Ordinary High Water Mark with no placement in, or return to, any waterway or wetland.
5. Prior to beginning any dredging, the permittee shall install commercial-grade silt curtains that extend from a floating boom on the lake surface down to the bed of the waterway. The silt curtain shall continuously and completely enclose the dredge area. The silt curtain shall be properly anchored onshore, and anchored offshore at 25-foot intervals to provide a stable and functional barrier. The silt curtain shall be maintained in

effective working condition until all dredging is completed and turbidity has returned to background levels. In the event that the silt curtain remains in place overnight, the applicant will coordinate proper marking of the silt curtain with the USCG and their requirements (e.g. lighting, reflective paints, etc.) will become special conditions under this permit.

Further Information:

1. **Congressional Authorities:** You have been so authorized to undertake the activity described above pursuant to:

(x) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

2. **Limits of this authorization.**

a. This permit does not obviate the need to obtain Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. **Limits of Federal Liability.** In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modifications, suspension, or revocation of this permit.

4. **Reliance on Applicant's Data:** The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance of the information you provided.

5. **Reevaluation of Permit Decision.** This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. **Extensions.** General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

LETTER OF PERMISSION COMPLETION REPORT

CELRE-RG-PW-G

Chief, Compliance and Enforcement Branch
Regulatory Office
U.S. Army Corps of Engineers
477 Michigan Avenue, Room 603
Detroit, MI 48226-2550

Dear Sir:

You are hereby notified that work under Department of the Army Permit Number LRE-1989-450038-L13 to dredge at 480 River Street, Manistee, Manistee County, Michigan, issued to David Bachman was completed in accordance with the permit on:

(Date work completed)

(Permittee's Signature)

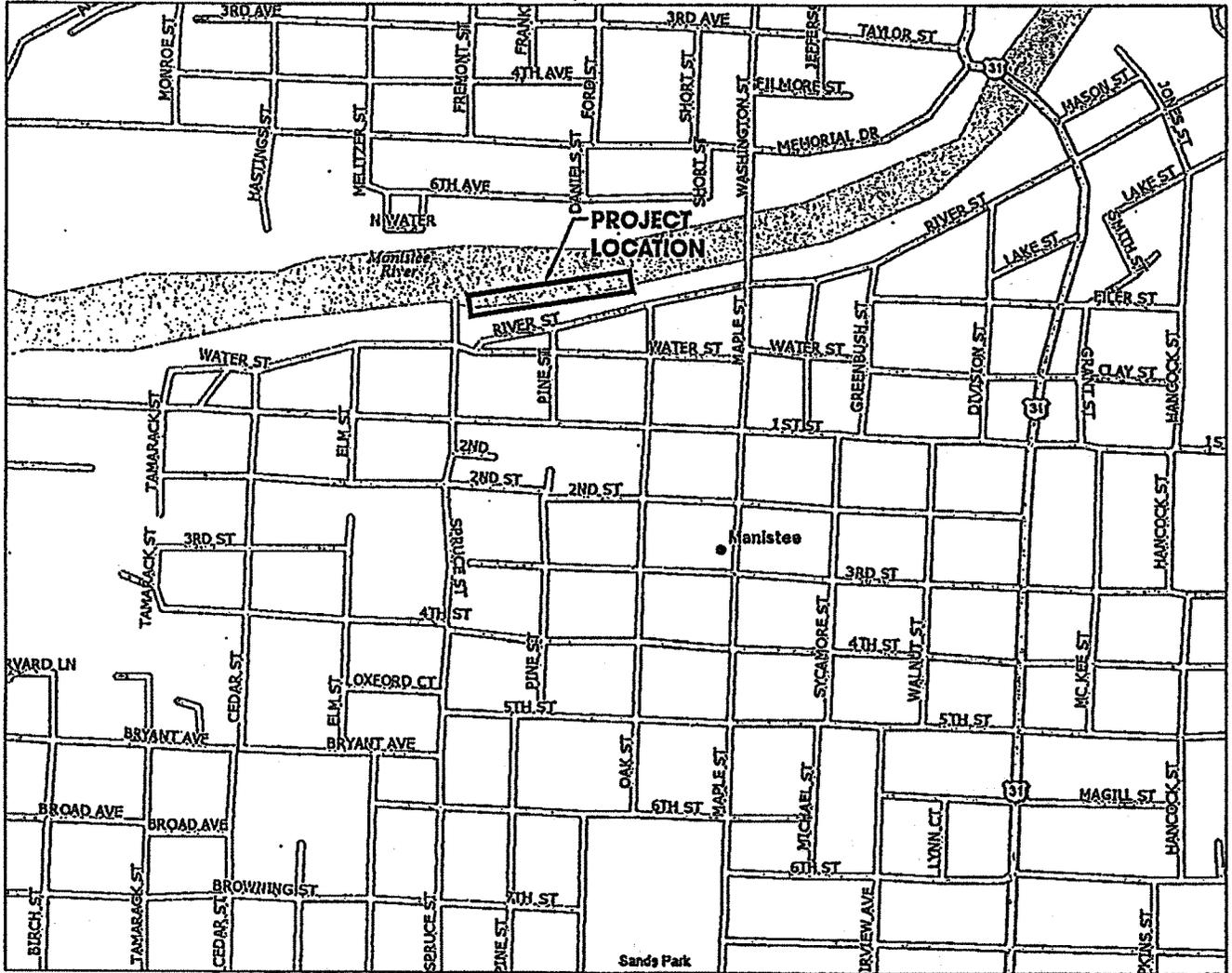
IMPORTANT

1. This COMPLETION REPORT MUST BE MAILED to the above addressee within 10 days after completion of work covered by the FEDERAL PERMIT to insure an accurate Government record of data affecting navigation.
2. Where dredging soundings are made of projects which include dredging, a copy of the soundings should accompany this report. If the soundings are measured from the water surface and have not been corrected to International Great Lakes Datum plane, the hour and date soundings was made should be noted on sounding reports.

NOTE: Although permits authorizing structures carry an expiration date, REPAIRS that conform to the permit plans are also within the scope of the authorization. Therefore, it is recommended that expired permits NOT be destroyed, but retained as proof that the work to be repaired has received the Corps of Engineers' approval.

FILE NUMBER: LRE-1989-450038-L13 (13-51-21)
 City of Manistee - Dredging
 Manistee River
 Manistee, Manistee County, Michigan
 SHEET 1 OF 4

CITY OF MANISTEE
 MAINTENANCE DREDGING
 MANISTEE, MI
 JUNE 2013



LOCATION MAP
 NOT TO SCALE

DIRECTIONS:

MANISTEE, MI: FROM US-31, PROJECT SITE IS APPROXIMATELY 1/2 MILE WEST TO THE CITY'S MARINA.



95 West Main Street
 Benton Harbor, MI 49022
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 F 269.927.1017

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 South Haven, MI
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 Landscape Architecture
 Development Services

PREPARED FOR:
 CITY OF MANISTEE
 MARINA MAINTENANCE
 DREDGING

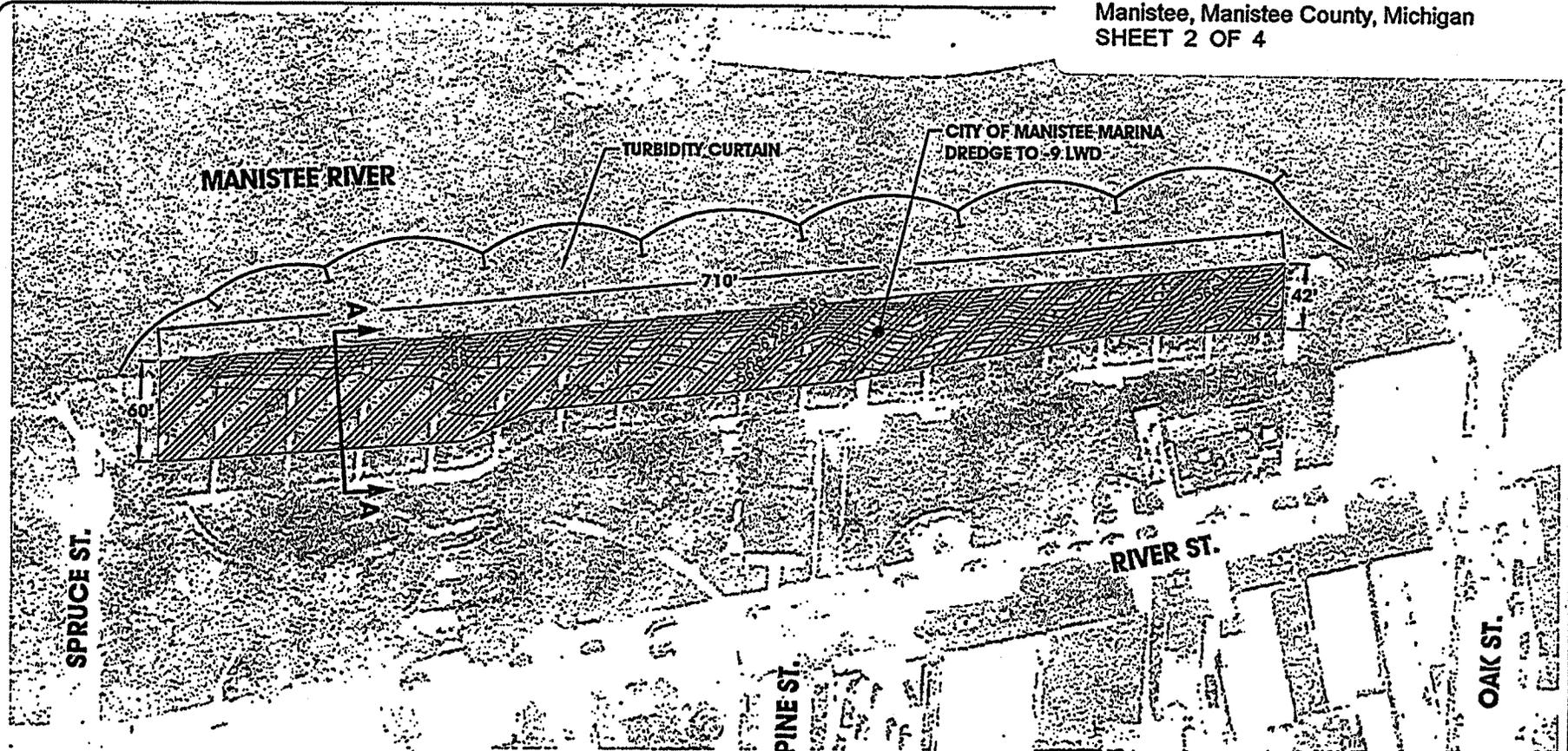
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SCALE: NTS

JOB #: 13-0199

SHEET 1 OF 5

E:\CIVIL_3D\ENGR_2013\13-0199 MANISTEE CITY MARINA DREDGING.dwg, 13-0199 DREDGE PERMIT.dwg, 1, 6/13/2013 4:31:28 PM, diaison, 1:1



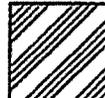
OHWM = 581.50
 LWD = 577.50

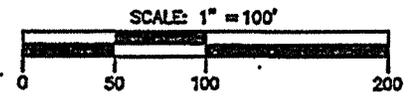
PROPOSED DREDGE TO 568.50 (-9 LWD)
 = LENGTH x AVG. WIDTH x AVG. DEPTH
 = 700 FT x 52 FT x 1.33 FT
 = 48,412 FT³/27
 = 1,800 CYDS/YR (9,000 CYDS OVER 5 YR DURATION)

NOTE:
 ALL ELEVATIONS SHOWN REFERENCE
 VERTICAL DATUM IGLD 85.

DATUM CONVERSIONS:
 (NGVD 29 - 0.33 = NAVD 88)
 (NGVD 29 - 0.67 = IGLD 85)
 (NAVD 88 - 0.34 = IGLD 85)

HATCH LEGEND

 PROPOSED
 DREDGE AREA
 -9 LWD (568.50)



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PREPARED FOR:
 CITY OF MANISTEE
 MARINA MAINTENANCE DREDGING

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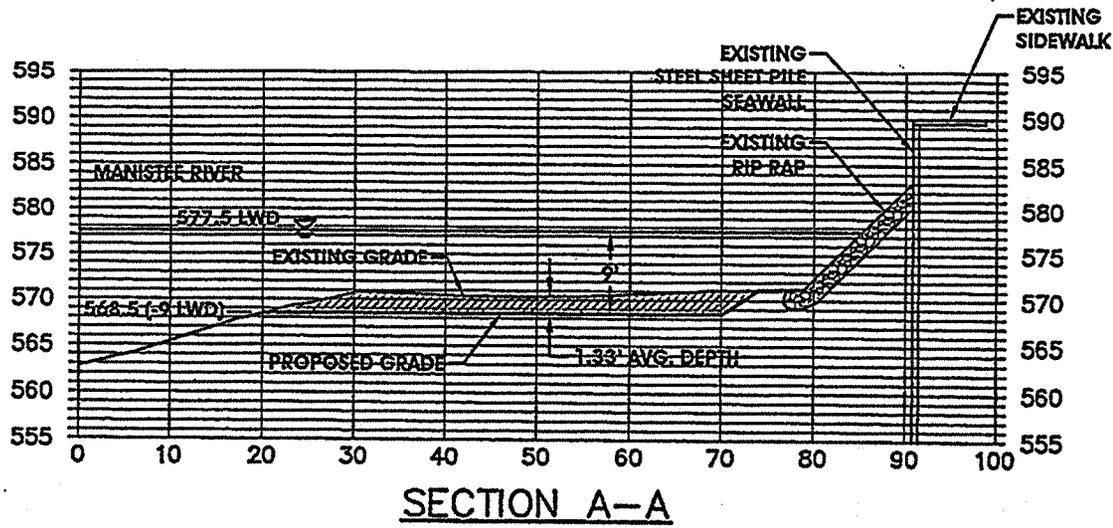
SCALE: 1"=100'

JOB #: 13-0199

SHEET 2 OF 5

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FILE NUMBER: LRE-1989-450038-L13 (13-51-21)
 City of Manistee - Dredging
 Manistee River
 Manistee, Manistee County, Michigan
 SHEET 3 OF 4

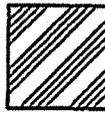
OHWM = 581.50
 LWD = 577.50

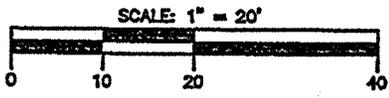
PROPOSED DREDGE TO 568.50 (-9 LWD)
 = LENGTH x AVG. WIDTH x AVG. DEPTH
 = 700 FT x 52 FT x 1.33 FT
 = 48,412 FT³/27
 = 1,800 CYDS/YR (9,000 CYDS OVER 5 YR DURATION)

NOTE:
 ALL ELEVATIONS SHOWN REFERENCE
 VERTICAL DATUM IGLD '85.

DATUM CONVERSIONS:
 (NGVD 29 - 0.33 = NAVD 88)
 (NGVD 29 - 0.67 = IGLD 85)
 (NAVD 88 - 0.34 = IGLD 85)

HATCH LEGEND

 PROPOSED DREDGE AREA
 -9 LWD (568.50)



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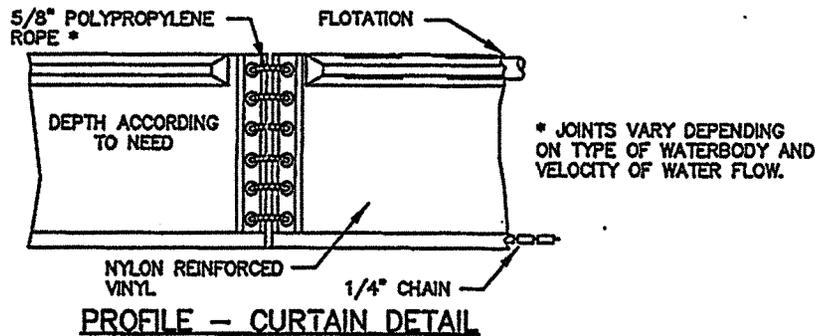
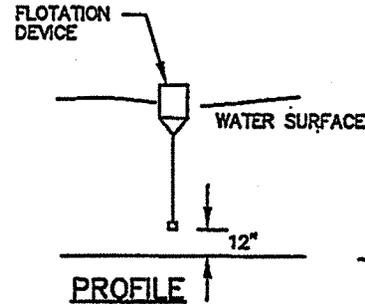
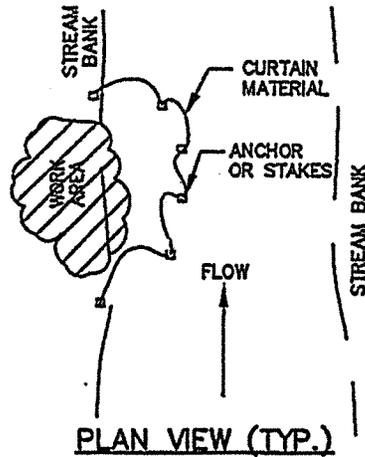
PREPARED FOR:
 CITY OF MANISTEE
 MARINA MAINTENANCE DREDGING

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SCALE: 1"=20'

JOB #: 13-0199

SHEET 3 OF 5



* JOINTS VARY DEPENDING ON TYPE OF WATERBODY AND VELOCITY OF WATER FLOW.

MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

SESC NOTES:

1. PRIOR TO DREDGING A SILTATION (TURBIDITY) BARRIER CURTAIN MUST BE INSTALLED AS SHOWN ON SHEET 2 (SUPPORTED BY FLOTATION AND ANCHORING DEVICES) TO ENCLOSE THE AREA OF DISTURBANCE. PROVIDING, INSTALLING, MAINTAINING, AND REMOVING THE TURBIDITY CURTAIN SHALL BE PAID UNDER "SOIL EROSION AND SEDIMENTATION CONTROL MEASURES" PAY ITEM.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR SOIL EROSION CONTROL PERMIT/SEDIMENT CONTROL MEASURES. THE SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL CONFORM TO STATE OF MICHIGAN SOIL EROSION AND SEDIMENTATION CONTROL GUIDEBOOK, LATEST EDITION.
3. TURBIDITY CURTAIN SHALL BE PROVIDED AND INSTALLED PER DETAIL S61 OF THE STATE OF MICHIGAN SOIL EROSION AND SEDIMENTATION CONTROL GUIDE BOOK, LATEST EDITION.
4. CONTRACTOR SHALL CHECK SESC MEASURES DAILY. IF SESC MEASURES ARE NOT CORRECTLY INSTALLED OR MAINTAINED, THE CONTRACTOR SHALL TAKE CORRECTIVE ACTION TO REPAIR OR FIX INSTALLED SESC MEASURES AT NO ADDITIONAL COST TO THE OWNER.
5. DISTURBED AREAS REMAINING IDLE DURING CONSTRUCTION SHALL BE TEMPORARILY STABILIZED. PERMANENT CONTROLS SHALL BE INSTALLED WITHIN 5 DAYS OF FINAL GRADE.

NOTES:
 TYPE OF TURBIDITY CURTAIN SHALL BE AER-FLO TOUGH GUY TYPE 1 OR ENGINEER APPROVED EQUAL.

TURBIDITY CURTAIN DETAIL

NOT TO SCALE



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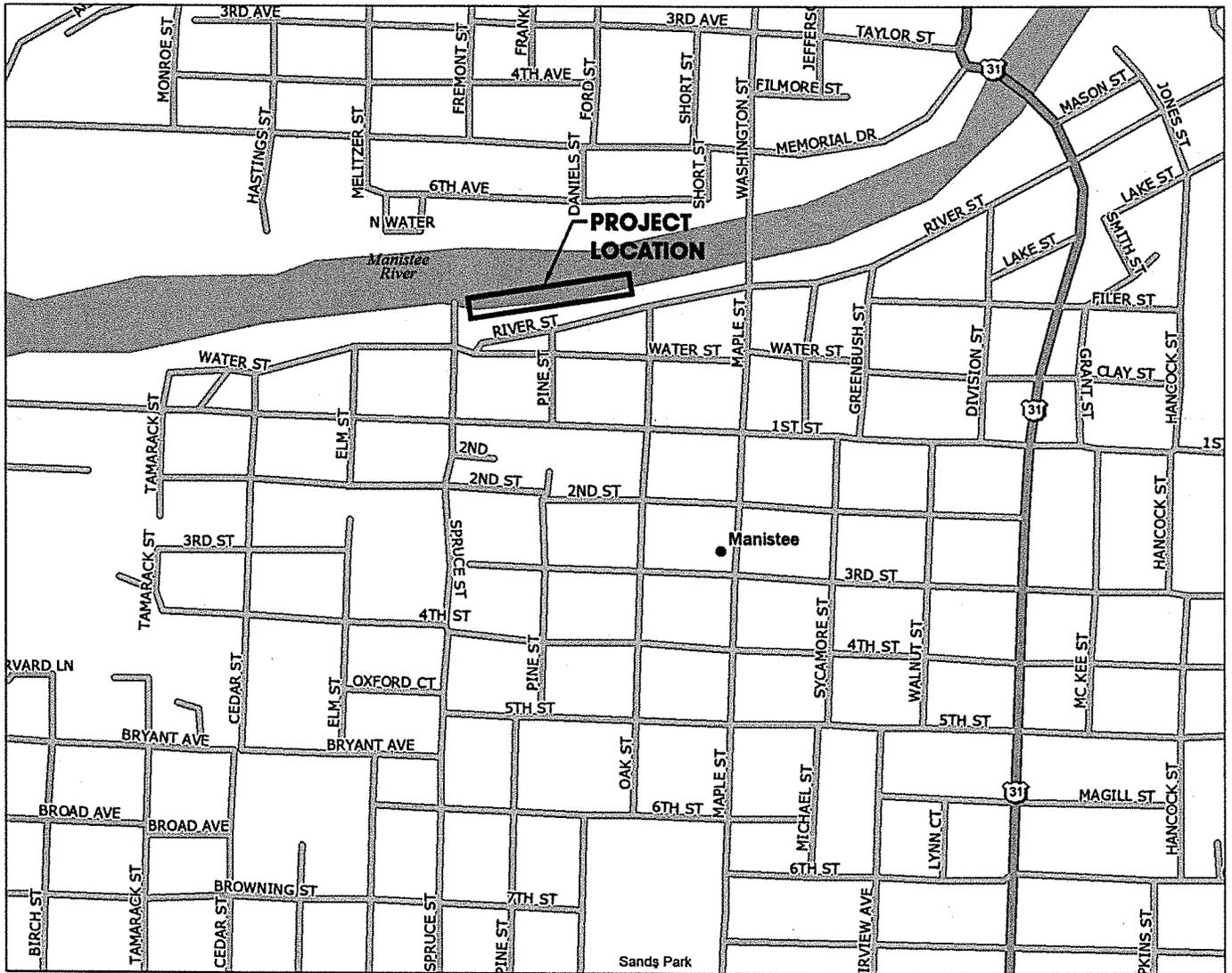
PREPARED FOR:
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 MARINA MAINTENANCE DREDGING

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SCALE: NTS

JOB #: 13-0199

SHEET 5 OF 5



LOCATION MAP
 NOT TO SCALE

DIRECTIONS:

MANISTEE, MI: FROM US-31, PROJECT SITE IS APPROXIMATELY 1/2 MILE WEST TO THE CITY'S MARINA.



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 MARINA MAINTENANCE
 DREDGING**

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SCALE: NTS

JOB #: 13-0199

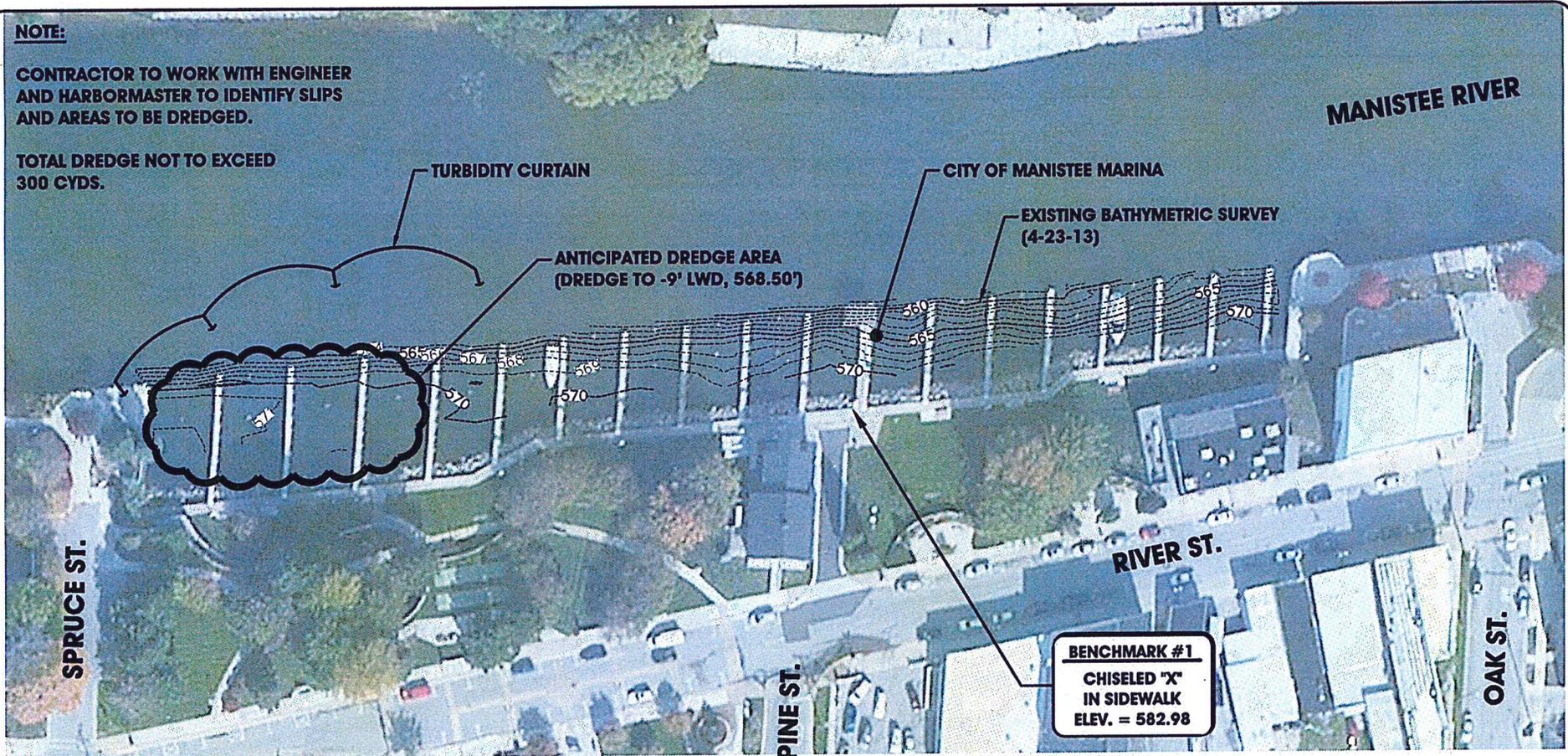
SHEET 1 OF 4

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NOTE:

CONTRACTOR TO WORK WITH ENGINEER AND HARBORMASTER TO IDENTIFY SLIPS AND AREAS TO BE DREDGED.

TOTAL DREDGE NOT TO EXCEED 300 CYDS.



OHWM = 581.50
LWD = 577.50

NOTE:
ALL ELEVATIONS SHOWN REFERENCE VERTICAL DATUM IGLD 85.

DATUM CONVERSIONS:
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Item Description	Unit	Quantity
Mobilization, Max. \$2,500	LS	1
Soil Erosion and Sedimentation Control Measures	LS	1
Excavation / Dredging and Disposal	Cyd	300

NOTES:

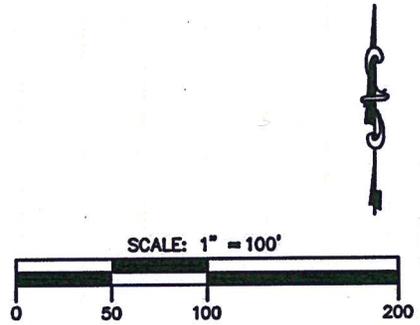
MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2012 EDITION SHALL PREVAIL, UNLESS INDICATED OTHERWISE.

ANY EXCESS/UNSUITABLE MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND THEY SHALL BE RESPONSIBLE FOR THE PROPER DISPOSAL OF THIS MATERIAL.

DEWATERING, IF REQUIRED, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA PAYMENT SHALL BE MADE THEREFORE.

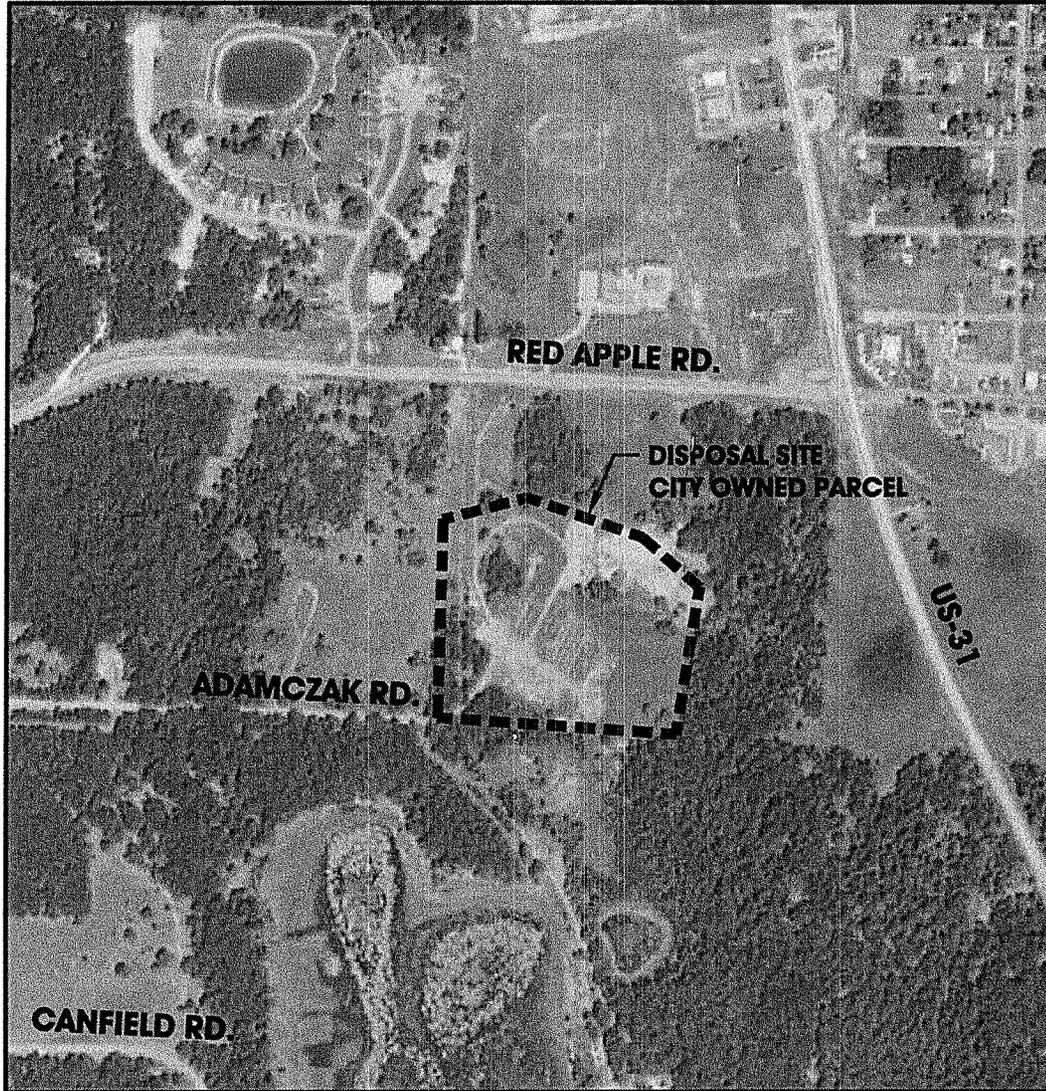
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SCALE: 1"=100'
JOB #: 13-0199
SHEET 2 OF 4

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DISPOSAL SITE
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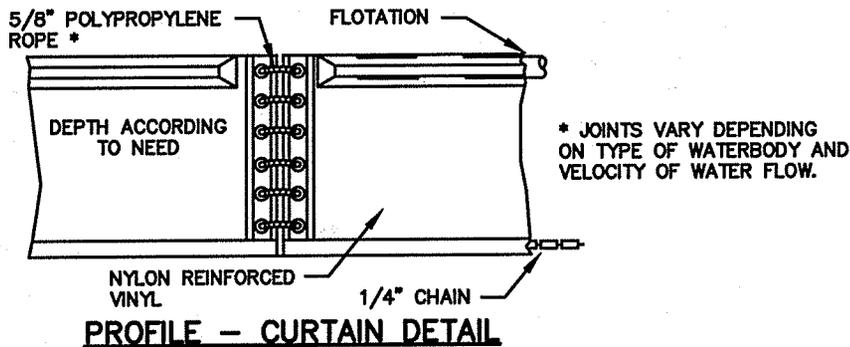
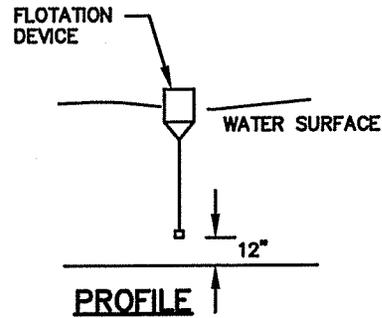
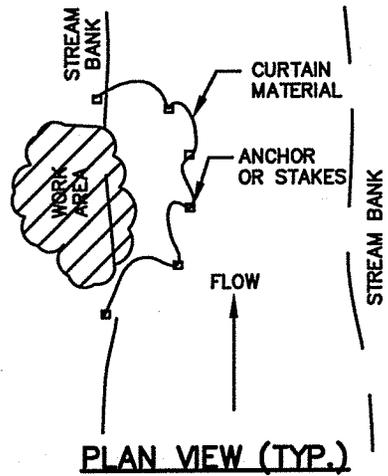
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SCALE: NTS

JOB #: 13-0199

SHEET 3 OF 4

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* JOINTS VARY DEPENDING ON TYPE OF WATERBODY AND VELOCITY OF WATER FLOW.

MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

SESC NOTES:

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TURBIDITY CURTAIN DETAIL

NOT TO SCALE



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SCALE: NTS

JOB #: 13-0199

SHEET 4 OF 4



Municipal Marina, Manistee, MI

Manistee River



SB-6

SB-5

SB-4

SB-3

SB-2

SB-1

Spruce St

River St

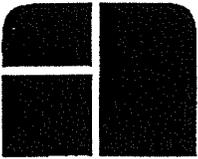
Water St

River St

Oak St

Water St

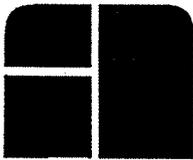
40 feet 20 m



ABONMARCHE CONSULTANTS, INC.
 361 FIRST STREET
 MANISTEE, MI 49660
 231-723-1198

MECHANICAL ANALYSIS REPORT Job No:13-0199

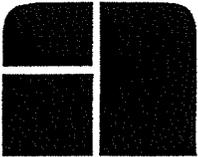
MATERIAL: Fine Grained Agg.		SAMPLED FROM: Manistee Marina		SPEC LBW<10%	PRODUCER: Native	CONTROL SECTION: Manistee Marina Fine Sieve Analysis
SIEVE SIZE	SPEC.	RETAINED FRACTIONAL		PERCENTS CUMULATIVE		TEST NO. 1 DATE 5/24/13
		Weight	Percent	Retained	Passing	
						Initial Weight of Sample: 602 gm.
76.2 mm. 3 in.						Weight after Washing: 576 gm.
50 mm. 2 in.						Loss by Washing (Clay & Silt): 26 gm. 4.3 %
37.5 mm. 1 1/2 in.						Fineness Modulus:
25.0 mm. 1 in.						Crushed Material: gm. %
19.0 mm. 3/4 in.						Organic Plate No.:
12.5 mm. 1/2 in.						Clay-Ironstone: gm. %
9.5 mm. 3/8 in.						(1) Soft Particles Including:
4.75 mm. #4	-----	-----	-----	-----	-----	Clay-Ironstone: gm. %
2.36 mm. #8						(2) Chert: gm. %
1.18 mm. #16						Sum of (1) + (2): gm. %
0.60 mm. #30						Material meets or Fails: Meets
0.30 mm. #50						Remarks: The LBW is < 10%, only 4.3% lost
0.15 mm. #100						
Pan:		576	95.7			
LBW:	<10%	26	4.3	4.3	4.3	AGGREGATE INSPECTOR (SIGNATURE): <i>Dennis S. ...</i> DATE: 5/24/13
TOTAL:		602	100.0			



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MECHANICAL ANALYSIS REPORT Job No:13-0199

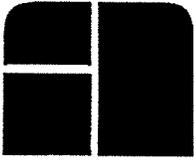
MATERIAL: Fine Grained Agg.		SAMPLED FROM: Manistee Marina		SPEC LBW<10%	PRODUCER: Native	CONTROL SECTION: Manistee Marina Fine Sieve Analysis
SIEVE SIZE	SPEC.	RETAINED FRACTIONAL		PERCENTS CUMULATIVE		TEST NO. 2 DATE 5/24/13
		Weight	Percent	Retained	Passing	
						Initial Weight of Sample: 584 gm.
76.2 mm. 3 in						Weight after Washing: 548 gm.
50 mm. 2 in.						Loss by Washing (Clay & Silt): 36 gm. 6.2 %
37.5 mm. 1 1/2 in.						Fineness Modulus:
25.0 mm. 1 in.						Crushed Material: gm. %
19.0 mm. 3/4 in.						Organic Plate No.:
12.5 mm. 1/2 in.						Clay-Ironstone: gm. %
9.5 mm. 3/8 in.						(1) Soft Particles Including:
4.75 mm. #4	-----	-----	-----	-----	-----	Clay-Ironstone: gm. %
2.36 mm. #8						(2) Chert: gm. %
1.18 mm. #16						Sum of (1) + (2): gm. %
0.60 mm. #30						Material meets or Fails: Meets
0.30 mm. #50						Remarks: The LBW is < 10%, only 6.2% lost
0.15 mm. #100						
Pan:		548	93.8			
LBW:	<10%	36	6.2	6.2	6.2	AGGREGATE INSPECTOR (SIGNATURE): <i>Remma Sade</i> DATE: 5/24/13
TOTAL:		584	100.0			



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MECHANICAL ANALYSIS REPORT Job No:13-0199

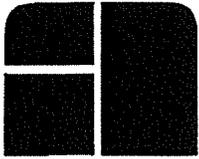
MATERIAL: Fine Grained Agg.		SAMPLED FROM: Manistee Marina		SPEC LBW<10%	PRODUCER: Native	CONTROL SECTION: Manistee Marina Fine Sieve Analysis	
SIEVE SIZE	SPEC.	RETAINED FRACTIONAL		PERCENTS CUMULATIVE		TEST NO. 3	DATE 5/24/13
		Weight	Percent	Retained	Passing		
						Initial Weight of Sample:	595 gm.
76.2 mm. 3 in.						Weight after Washing:	561 gm.
50 mm. 2 in.						Loss by Washing (Clay & Silt):	34 gm. 5.7 %
37.5 mm. 1 1/2 in.						Fineness Modulus:	
25.0 mm. 1 in.						Crushed Material:	gm. %
19.0 mm. 3/4 in.						Organic Plate No.:	
12.5 mm. 1/2 in.						Clay-Ironstone:	gm. %
9.5 mm. 3/8 in.						(1) Soft Particles Including:	
4.75 mm. #4	-----	-----	-----	-----	-----	Clay-Ironstone:	gm. %
2.36 mm. #8						(2) Chert:	gm. %
1.18 mm. #16						Sum of (1) + (2):	gm. %
0.60 mm. #30						Material meets or Fails: Meets	
0.30 mm. #50						Remarks: The LBW is < 10%, only 5.7% lost	
0.15 mm. #100							
Pan:		561	94.3				
LBW:	<10%	34	5.7	5.7	5.7	AGGREGATE INSPECTOR(SIGNATURE):	DATE: 5/24/13
TOTAL:		595	100.0				



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MECHANICAL ANALYSIS REPORT Job No:13-0199

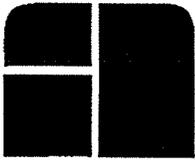
MATERIAL: Fine Grained Agg.		SAMPLED FROM: Manistee Marina		SPEC LBW<10%	PRODUCER: Native	CONTROL SECTION: Manistee Marina Fine Sieve Analysis	
SIEVE SIZE	SPEC.	RETAINED FRACTIONAL		PERCENTS CUMULATIVE		TEST NO. 4	DATE 5/24/13
		Weight	Percent	Retained	Passing	Initial Weight of Sample: 732 gm.	
76.2 mm. 3 in						Weight after Washing: 674 gm.	
50 mm. 2 in.						Loss by Washing (Clay & Silt): 58 gm. 7.9 %	
37.5 mm. 1 1/2 in.						Fineness Modulus:	
25.0 mm. 1 in.						Crushed Material: gm. %	
19.0 mm. 3/4 in.						Organic Plate No.:	
12.5 mm. 1/2 in.						Clay-Ironstone: gm. %	
9.5 mm. 3/8 in.						(1) Soft Particles Including:	
4.75 mm. #4	-----	-----	-----	-----	-----	Clay-Ironstone: gm. %	
2.36 mm. #8						(2) Chert: gm. %	
1.18 mm. #16						Sum of (1) + (2): gm. %	
0.60 mm. #30						Material meets or Fails: Meets	
0.30 mm. #50						Remarks: The LBW is < 10%, only 7.9% lost	
0.15 mm. #100							
Pan:		674	92.1				
LBW:	<10%	58	7.9	7.9	7.9	AGGREGATE INSPECTOR (SIGNATURE): <i>Dennis Jank</i>	DATE: 5/24/13
TOTAL:		732	100.0				



ABONMARCHE CONSULTANTS, INC.
 361 FIRST STREET
 MANISTEE, MI 49660
 231-723-1198

MECHANICAL ANALYSIS REPORT Job No:13-0199

MATERIAL: Fine Grained Agg.		SAMPLED FROM: Manistee Marina		SPEC LBW<10%	PRODUCER: Native	CONTROL SECTION: Manistee Marina Fine Sieve Analysis	
SIEVE SIZE	SPEC.	RETAINED FRACTIONAL		PERCENTS CUMULATIVE		TEST NO. 5	DATE 5/24/13
		Weight	Percent	Retained	Passing		
						Initial Weight of Sample:	597 gm.
76.2 mm. 3 in.						Weight after Washing:	552 gm.
50 mm. 2 in.						Loss by Washing (Clay & Silt):	45 gm. 7.5 %
37.5 mm. 1 1/2 in.						Fineness Modulus:	
25.0 mm. 1 in.						Crushed Material:	gm. %
19.0 mm. 3/4 in.						Organic Plate No.:	
12.5 mm. 1/2 in.						Clay-Ironstone:	gm. %
9.5 mm. 3/8 in.						(1) Soft Particles Including:	
4.75 mm. #4	-----	-----	-----	-----	-----	Clay-Ironstone:	gm. %
2.36 mm. #8						(2) Chert:	gm. %
1.18 mm. #16						Sum of (1) + (2):	gm. %
0.60 mm. #30						Material meets or Fails:	Meets
0.30 mm. #50						Remarks:	The LBW is < 10%, only 7.5% lost
0.15 mm. #100							
Pan:		552	92.5				
LBW:	<10%	45	7.5	7.5	7.5	AGGREGATE INSPECTOR (SIGNATURE)	DATE: 5/24/13
TOTAL:		597	100.0				



ABONMARCHE CONSULTANTS, INC.
 361 FIRST STREET
 MANISTEE, MI 49660
 231-723-1198

MECHANICAL ANALYSIS REPORT Job No:13-0199

MATERIAL: Fine Grained Agg.		SAMPLED FROM: Manistee Marina		SPEC LBW<10%	PRODUCER: Native	CONTROL SECTION: Manistee Marina Fine Sieve Analysis	
SIEVE SIZE	SPEC.	RETAINED FRACTIONAL		PERCENTS CUMULATIVE		TEST NO. 6	DATE 5/24/13
		Weight	Percent	Retained	Passing	Initial Weight of Sample: 795 gm.	
76.2 mm. 3 in.						Weight after Washing: 778 gm.	
50 mm. 2 in.						Loss by Washing (Clay & Silt): 17 gm. 2.1 %	
37.5 mm. 1 1/2 in.						Fineness Modulus:	
25.0 mm. 1 in.						Crushed Material: gm. %	
19.0 mm. 3/4 in.						Organic Plate No.:	
12.5 mm. 1/2 in.						Clay-Ironstone: gm. %	
9.5 mm. 3/8 in.						(1) Soft Particles Including:	
4.75 mm. #4	-----	-----	-----	-----	-----	Clay-Ironstone: gm. %	
2.36 mm. #8						(2) Chert: gm. %	
1.18 mm. #16						Sum of (1) + (2): gm. %	
0.60 mm. #30						Material meets or Fails: Meets	
0.30 mm. #50						Remarks: The LBW is < 10%, only 2.1% lost	
0.15 mm. #100							
Pan:		778	97.9				
LBW:	<10%	17	2.1	2.1	2.1	AGGREGATE INSPECTOR (SIGNATURE): <i>Remmo J. Sub</i>	DATE: 5/24/13
TOTAL:		795	100.0				

Memo to: Mitch Deisch 
From: Chief Bachman 
Re: Agenda Item, Generator Purchase
Date: December 5, 2013

Mitch;

Two years ago we began the process of trying to get funding to place a generator at city hall.

Funding sources are few and far between for such a grant. I was successful however in making an appeal to the region 7 emergency management program for a generator to keep the police department running in an emergency. It took two years for the project to get funded. This year we were approved for \$20,718 to place a 45KW generator at city hall for police operations.

At the time I submitted the grant request I submitted three quotes to the State of Michigan. When the grant was awarded I was instructed to buy the generator from the low quote through a vendor Graham electric motors of Traverse City Mi. There quote is included.

Part of the grant required us to pay for the installation of the generator. At the same time we felt it would be a good opportunity to add additional dollars to the grant and get a generator that would keep all of city hall open. After reviewing this with electricians and the engineers it was determined that a 100KW generator would meet our needs. Having the instructions from the State to buy the generator from Graham, I asked them to price the 100kw project. They priced that at \$27,494 purchased direct from them.

Expenses are:

Generator:	\$27,494
Electrical work:	\$5,600
Gas Work:	\$2,100
Total Project Cost	\$35,194

Funding sources are:

Region 7 Grant:	\$ 20,718,
Capital Imp fund:	\$ 15,000
Project Budget:	\$ 35,718

This project comes in under budget by \$524.00

Mr. Bradford explains the Capital Improvement funding this way:

The 2012/2013 capital improvement fund budget included \$7,500 towards the purchase\installation of a new generator at City Hall. The 2012/2013 Water & Sewer budget also included an additional \$7,500 towards this project for a total of \$15,000. This amount was intended to complement any grant funds received.

Due to the timing of the project not occurring until the subsequent 2013/2014 fiscal year, the \$15,000 was not spent in the year it was budgeted. Instead, the funds simply added to the 2012/2013 ending fund balance in the respective funds. If Council chooses to proceed with the project, the funds will be expended as previously budgeted and will be addressed in the 2013/2014 year-end budget amendment.

It is not unusual for projects and associated expenditures to span fiscal years and be addressed as a budget amendment. The difference here is that this project did not get started in the year it was budgeted.

With the region 7 grant, we pay the cost up front and are reimbursed. The grant has been budgeted and funded. Muskegon County is the fiduciary for region 7 and this project. I will submit invoices through our emergency manager Lt. Falk who will process them through the fiduciary.

There is a 14 week delivery time on the generator quote. This means an April install if that number holds true.

Additional questions that have been asked:

#1 Does this project comply with the purchasing policy? This project doesn't fit neatly inside the purchasing policy because it collects money from outside the agency and adds it to city funds. The original grant that was funded and authorized by the State specifically directs us to the low quote for a 45KW generator. The State funding agency directed me to buy from Graham electric motor service in TC. It is impossible to buy 45KW from him and then bid out the other 55Kw as a second project. To comply with the policy I asked for prices of other 100KW units that he had access to and have provided those numbers. So in the best available way I have kept to the spirit and intent of the purchasing policy as I bring this forward. The other two pieces include Top Line and Custom Metal who are our vendors of record for these services. Because they are our vendors of record it was these two companies who assisted in bringing all the necessary information together to present the grant to the State of Michigan. I understand this also keeps with the purchasing policy.

#2 Does the State have generators on the State bid? I can't honestly answer that. I can say that the quotes for the grant were presented to the State through region 7 who awarded the grant on behalf of the State. They directed me on what generator they would pay for and from what vendor. It seems to me that this satisfies any State requirement in terms of State bids.

I would like permission to proceed with this project.

Dave Bachman

From: Ken Falk <falkk@manisteesheriff.org>
Sent: Friday, September 27, 2013 10:05 AM
To: Dave Bachman
Subject: FW: City PD Generator
Attachments: Generator Quote 1 updated July 2013.pdf

Try this again...see attachment

From: Ken Falk [mailto:falkk@manisteesheriff.org]
Sent: Friday, September 27, 2013 10:04 AM
To: Dave Bachman (City LE FD)
Subject: City PD Generator

Good morning.....Your project for the Manistee City PD Generator was approved by the fiduciary.

Please don't start this project until after October 1st 2013.

The vendor which was approved is Graham Electric Motor Svc.....their quote is attached.

The amount which was approved is \$20,718.45.....any amount over this would not be reimbursed from the fiduciary (you will have to come up with the money if you go over).

Any questions, please contact me.

Lt. Kenneth O. Falk EMC PEM
Manistee County Emergency Management
1525 E. Parkdale Ave.
Manistee, MI. 49660
Office - (231)-723-9970
Cell – (231)-510-6293
falkk@manisteesheriff.org

QUOTE

Quote Number: 10-7088855
Order Number: Quote
Customer Number: 132992-1

TO:
TOP LINE ELECT LLC-MISC ACCT
5057 SAWYER WOODS DRIVE
TRAVERSE CITY, MI 49684
PHONE: (231) 620-1670 FAX: (231) 922-2007

SHIP TO:
TOP LINE ELECT LLC-MISC ACCT
5057 SAWYER WOODS DRIVE
TRAVERSE CITY, MI 49684

Quote Date	Customer PO.	Job Number	Requested By
12/05/2013	MANISTEE - GENERAC 100KW		Blaine Vadeboncour

Ln	Qty	Mfg	Part Number	Description	Price	Ext. Price
1	1	GEN	GENQT10068GNAC	GENERAC 100KW NG 120/208V 3 PHASE ALUM.	\$22,716.08 E	\$22,716.08
2	1	GEN	GEN5620	GENERAC 5620 BLOCK HTR 100K+	\$129.00 E	\$129.00
3	1	ITB	ITBC27XHD	C27XHD INTERSTATE BATTERY	\$108.69 E	\$108.69
4	1	OSMC	BATCORE	BATTERY CORE CHARGE	\$18.75 E	\$18.75
5	1	ZZZZ	YGMGENSTARTUP	GENERATOR START UP FEE	\$375.00 E	\$375.00
6	1	YGMM	YGMTHOMSON	Thomson Technologies 870 Series Automatic Transfer Switch	\$4,147.16 E	\$4,147.16
7	1			Model #: TS873A0400B1AE3DNKAA	\$0.00 E	\$0.00
8	1			Amps: 400	\$0.00 E	\$0.00
9	1			Poles: 3 w/ Solid Neutral	\$0.00 E	\$0.00
10	1			Voltage: 120/208, Three Phase 4 wire / 60Hz	\$0.00 E	\$0.00
11	1			ATS Type: Service Entrance Rated	\$0.00 E	\$0.00
12	1			Transition: Open or Delayed	\$0.00 E	\$0.00
13	1			Enclosure: NEMA 3R Single Door	\$0.00 E	\$0.00
14	1			Freight - ATS	\$0.00 E	\$0.00

Comment:
FACTORY LEAD TIME IS 14 WEEKS ARO.
600 AMP ATS ADDER: \$2221.21.

SubTotal: \$27,494.68
Sales Tax: \$1,627.18

Grand Total: \$29,121.86

Call with any questions/concerns.

Regards,
Bill Inglis
231-838-5534 Mobile

TAX EXEMPT 27,494.68



ISO 9001:2000

Q1



100kw unit

QUOTE

Quote Number: 10-7088864
Order Number: Quote
Customer Number: 132992-1

TO:
TOP LINE ELECT LLC-MISC ACCT
5057 SAWYER WOODS DRIVE
TRAVERSE CITY, MI 49684
PHONE: (231) 620-1670 FAX: (231) 922-2007

SHIP TO:
TOP LINE ELECT LLC-MISC ACCT
5057 SAWYER WOODS DRIVE
TRAVERSE CITY, MI 49684

Quote Date	Customer PO.	Job Number	Requested By
11/25/2013	MANISTEE - CUMMINS 100KW		Blaine Vadeboncour

Ln	Qty	Mfg	Part Number	Description	Price	Ext. Price
1	1	YGMM	YGMCUMMINS	100kW GGHH, 100KW, 120/208V, ALUMINUM SAE	\$26,168.97 E	\$26,168.97
2	1	YGMM	YGMCUMMINS	CUMMINS I-WATCH	\$875.00 E	\$875.00
3	1			Battery	\$156.25 E	\$156.25
4	1			Start up	\$812.50 E	\$812.50
5	1	YGMM	YGMTHOMSON	Thomson Technologies 870 Series Automatic Transfer Switch	\$4,194.83 E	\$4,194.83
6	1			Model #: TS873A0400B1AE3DNKAA	\$0.00 E	\$0.00
7	1			Amps: 400	\$0.00 E	\$0.00
8	1			Poles: 3 w/ Solid Neutral	\$0.00 E	\$0.00
9	1			Voltage: 120/208, Three Phase 4 wire / 60Hz	\$0.00 E	\$0.00
10	1			ATS Type: Service Entrance Rated	\$0.00 E	\$0.00
11	1			Transition: Open or Delayed	\$0.00 E	\$0.00
12	1			Enclosure: NEMA 3R Single Door	\$0.00 E	\$0.00
13	1			Freight - ATS	\$0.00 E	\$0.00

Comment:
ESTIMATED FACTORY LEAD TIME IS 6 -8 WEEKS ARO.
600 AMP ATS ADDER: \$2221.21.

SubTotal: \$32,207.55
Sales Tax: \$1,932.45

Grand Total: \$34,140.00

Call with any questions/concerns.

Regards,
Bill Inglis
231-838-5534 Mobile

100 Kw quote



ISO
9001:2000

Q1



Fax:

QUOTE

Quote Number: 10-7088685
Order Number: Quote
Customer Number: 132992-1

TO:
TOP LINE ELECT LLC-MISC ACCT
5057 SAWYER WOODS DRIVE
TRAVERSE CITY, MI 49684
PHONE: (231) 620-1670 FAX: (231) 922-2007

SHIP TO:
TOP LINE ELECT LLC-MISC ACCT
5057 SAWYER WOODS DRIVE
TRAVERSE CITY, MI 49684

Quote Date	Customer PO.	Job Number	Requested By
11/25/2013	MANISTEE- STATELINE 100KW		Blaine Vadeboncour

Ln	Qty	Mfg	Part Number	Description	Price	Ext. Price
1	1	YGMM	YGMSTATELINE	Model SG-100 Stateline Generator Set; Deluxe Sound Attenuated Enclosure	\$34,764.37 E	\$34,764.37
3	1			100 KW (125 KVA) Standby, 90 KW (112 KVA) Prime Power	\$0.00 E	\$0.00
4	1			120/208 Volts [12 Lead], 60 Hz, Three Phase, .8 Power Factor	\$0.00 E	\$0.00
5	1			Amp Load Capacity:347; Load Bank tested.	\$0.00 E	\$0.00
7	1			GM Natural Gas engine, Model 5.7 L/CAC, EPA Certified @ 1800 RPM	\$0.00 E	\$0.00
8	1			complete with 12 Volt Electrics, Radiator & Guard	\$0.00 E	\$0.00
10	1			Brushless Single Bearing Alternator with Adjustable Rheostat, 363PSL1607	\$0.00 E	\$0.00
11	1			Automatic Voltage Regulator & Vibration Isolation Mounts	\$0.00 E	\$0.00
13	1			Basler 2020 Deluxe Instrument/Control Panel with Safety Shutdowns	\$0.00 E	\$0.00
15	1			Battery Cables	\$0.00 E	\$0.00
16	1			Battery Rack	\$0.00 E	\$0.00
17	1			Battery Charger included w/SAE	\$0.00 E	\$0.00
18	1			AutoStart Control with Overspeed & Overcrank Shutdowns	\$0.00 E	\$0.00
19	1			Heavy Duty Canister Type Air Cleaner	\$0.00 E	\$0.00
20	1			Aluminum Sub base frame	\$0.00 E	\$0.00
21	1			Jacket Water Heater	\$0.00 E	\$0.00
22	1			Drain Lines included w/SAE	\$0.00 E	\$0.00
23	1			Deluxe Sound Attenuated Enclosure - Marine Grade Aluminum	\$0.00 E	\$0.00



ISO
9001:2000

Q1



QUOTE

Quote Number: 10-7088685
Order Number: Quote
Customer Number: 132992-1

TO:
TOP LINE ELECT LLC-MISC ACCT
5057 SAWYER WOODS DRIVE
TRAVERSE CITY, MI 49684
PHONE: (231) 620-1670 FAX: (231) 922-2007

SHIP TO:
TOP LINE ELECT LLC-MISC ACCT
5057 SAWYER WOODS DRIVE
TRAVERSE CITY, MI 49684

Quote Date	Customer PO.	Job Number	Requested By
11/25/2013	MANISTEE- STATELINE 100KW		Blaine Vadeboncour

Ln	Qty	Mfg	Part Number	Description	Price	Ext. Price
24	1			350 Amp Main Line Circuit Breaker, UL Rated, Mounted	\$0.00 E	\$0.00
25	1			Basler RS485 Communications Pkg	\$0.00 E	\$0.00
26	1			Critical Muffler	\$0.00 E	\$0.00
27	1			PMG Exciter Modification with DVR2000E Voltage Regulator	\$0.00 E	\$0.00
28	1			Freight Allowance - Generator \$750.00	\$0.00 E	\$0.00
29	1			Start Up	\$0.00 E	\$0.00
30	0			Generator Total	\$34,764.37 E	\$0.00
32	1			Thomson Technologies 870 Series Automatic Transfer Switch	\$0.00 E	\$0.00
33	1			Model #: TS873A0400B1AE3DNKAA	\$4,194.83 E	\$4,194.83
34	1			Amps: 400	\$0.00 E	\$0.00
35	1			Poles: 3 w/ Solid Neutral	\$0.00 E	\$0.00
36	1			Voltage: 120/208, Three Phase 4 wire / 60Hz	\$0.00 E	\$0.00
37	1			ATS Type: Service Entrance Rated	\$0.00 E	\$0.00
38	1			Transition: Open or Delayed	\$0.00 E	\$0.00
39	1			Enclosure: NEMA 3R Single Door	\$0.00 E	\$0.00
40	1			Freight - ATS	\$0.00 E	\$0.00
41	0			ATS Total	\$4,194.83 E	\$0.00

Comment:
600 AMP ATS ADDER: \$2221.21.
DELIVERY IS RUNNING 4 - 6 WEEKS ARO.

SubTotal: \$38,959.20
Sales Tax: \$2,337.55

Grand Total: \$41,296.75



ISO 9001:2000

Q1



100kw quote

TO: Mitch Deisch, City Manager *MD*

FROM: Denise Blakeslee, Planning & Zoning *DB*

DATE: December 5, 2013

RE: Riverfront Lease – 556 First Street



Mitch, a request has been received from Todd M. & Cynthia S. Lloyd for a Riverfront Lease at 556 First Street. Mr. & Mrs. Lloyd are looking at purchasing the house contingent upon receiving approval for a Riverfront Lease.

The area behind the house at 556 is quite dense and we may want to review the area to determine the best location for a stairway to be installed that would have the least amount of impact on the vegetation so that there is not impact on the stabilization of the bank. We also want to inform Mr. & Mrs. Lloyd that the trees on City Property are not to be trimmed to avoid issues we have had in the past with people trimming City Trees.

The City currently has three Residential Riverfront Leases adjacent to this parcel. The City has traditionally allowed a 30 foot Residential Riverfront Lease to adjoining property owners in this area. These leases were just renewed in 2013 for a five year period with rates as follows:

2013	\$22.01 per foot x 30 feet	\$660
2014	\$22.01 per foot x 30 feet	\$660
2015	\$22.01 per foot x 30 feet	\$660
2016	\$22.01 per foot x 30 feet	\$680
2017	\$22.01 per foot x 30 feet	\$700

Staff recommends that if Council were to grant a Lease to Mr. & Mrs. Lloyd that it is for a four year period of time so that all of the leases maintain the same renewal dates. A lease has been prepared by the City Attorney in the event that Council approves the request.

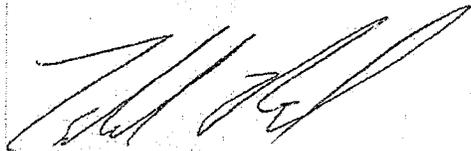
December 4, 2013

To the City of Manistee,

This letter is to request a permit and lease to install stairs and a dock on the river channel. The property is located at 556 First Street Manistee Mi 49660.

Thank you for your consideration and assistance on this project.

Respectfully,



Todd Lloyd
335 Sunset Hills SW
Grand Rapids, Mi 49534
616-581-8118
toddlloyd@sbcglobal.net

RESIDENTIAL RIVERFRONT LEASE

This Agreement is entered into this ___ day of ___, 2014 between the City of Manistee (hereinafter the "LESSOR" or "CITY"), a Michigan municipal corporation, of 70 Maple Street, Manistee, Michigan, and Todd M. Lloyd and Cynthia S. Lloyd (hereinafter "LESSEE") husband and wife, as tenants by the entireties, of 335 Sunset Hills S.W. Grand Rapids, MI 49534.

The LESSOR does hereby demise and let on to the LESSEE, the following described premises to wit:

Part of LESSOR's land lying directly north of, and adjacent to, the following description:

Riverside Subdivision, Lot 3. The leased premises shall extend over Lessor's property as described to a point 15 feet north of the river bank, and shall be limited to 30 feet, extending easterly and westerly along the river bank, which shall encompass LESSEE'S dock and stairway.

Subject to the right-of-way of the City of Manistee for maintenance, repair or replacement of the City sewer line, described as commencing at the SE corner of Lot 1, Block 1 of Edmund & John Canfield's Addition to the Village (now City) of Manistee, thence N 2 ° 65' W 199.66 feet for POB and the center line of the City sewer line, the S 75° 18' 30" W 655 feet more or less, thence S 100 ft more or less to the POE. Any structures placed within the City's property by LESSEE, as otherwise permitted under this Lease Agreement, are subject to the requirement to move, re-locate or reposition where necessary for the LESSOR's maintenance, repair or replacement of the City sewer line, at LESSEE's cost.

Landward Parcel ID# 51-370-701-05: Commonly known as 556 First Street.

To have and to hold the same with full riparian rights thereunto belonging, onto the LESSEE for and during the term of five years beginning on the 1st day of January, 2014 and ending on the 31st day of December, 2017.

LESSEE shall pay to LESSOR, during the term of this Lease Agreement:

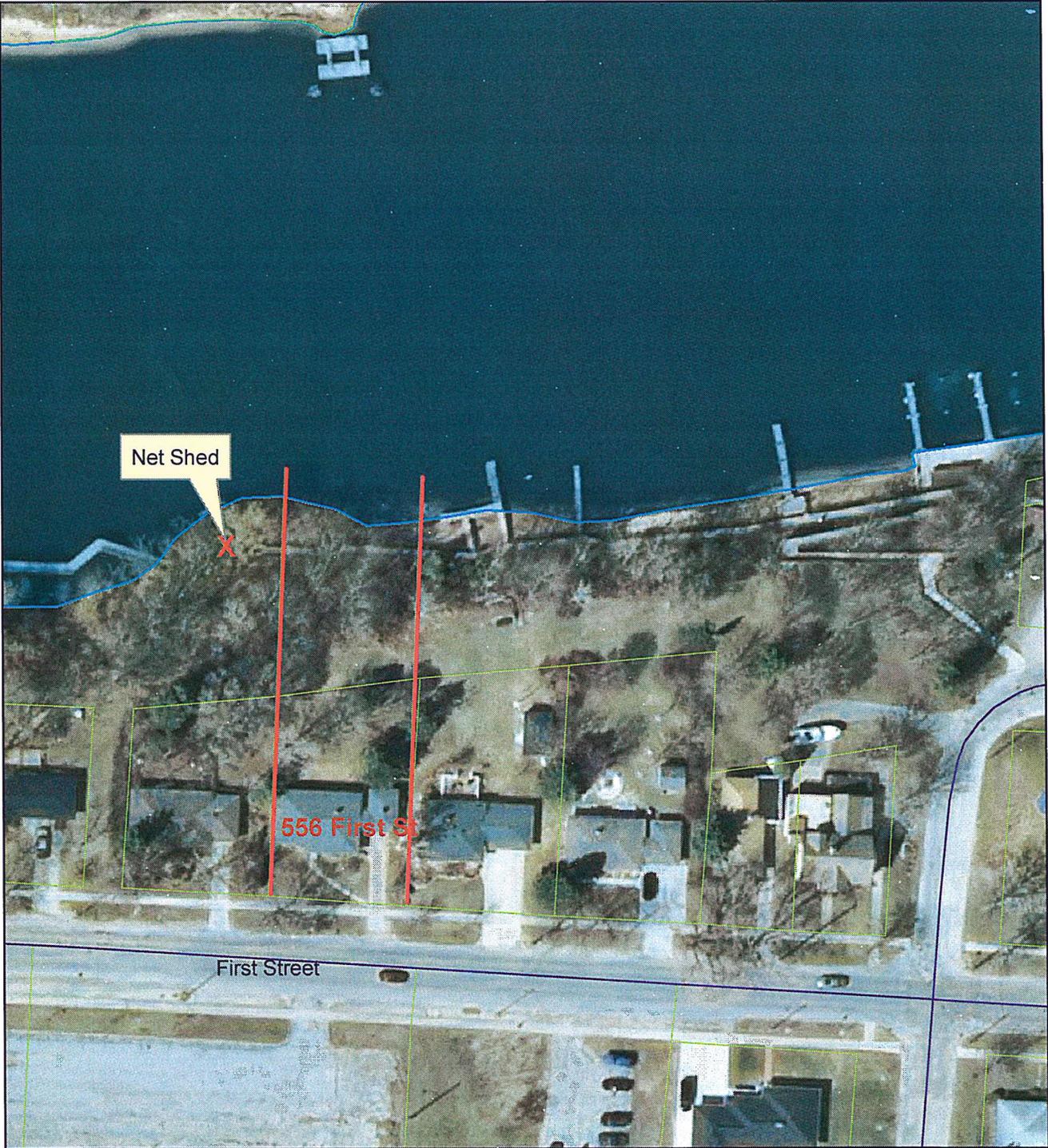
Year	Rate x Frontage	Annual Payment
2014	\$22.01 per foot x 30 feet	\$660.00
2015	\$22.01 per foot x 30 feet	\$660.00
2016	\$22.67 per foot x 30 feet	\$680.00
2017	\$23.35 per foot x 30 feet	\$700.00

Payments shall be made annually not later than May 31 of the year to which the payment applies. Payments shall be made to the City of Manistee and remitted to the City Treasurer, 70 Maple Street, Manistee, Michigan

49660. In the event the payment is not made by the due date, the City may assess interest at the rate of seven percent per year, and/or interpret nonpayment as cancellation of the lease by the LESSEE, at the LESSOR's option. Lessee also agrees to pay any and all real and personal property taxes related to their use of the leased premises as the same become due. In the event the City interprets the nonpayment as cancellation, all rights of the LESSEE under the lease are immediately terminated.

1. It is understood that the City has constructed a Riverwalk across the leased premises. The City will be responsible for all maintenance of the Riverwalk, including any site amenities such as benches, waste receptacles, lighting, etc.
2. The LESSEE shall be under no obligation to undertake any work of any kind associated with the maintenance of the however the LESSEE shall take no action to impair the use of the Riverwalk, nor take any action restricting the ability of the City to access the property for maintenance, repair or replacement of the Riverwalk.
3. The LESSOR and LESSEE's both acknowledge that the Riverwalk is intended to be a seasonal improvement, and is not intended for year round use. Maintenance activities by the City will therefore be seasonal and specifically do not include snow removal, lighting, waste collection and other activities during the off season.
4. The LESSEE has the opportunity to construct a single dock, piles, sheet piling, walkways and other improvements or structure necessary to create boat slips; subject to permits required by the City of Manistee, United States Army Corps of Engineers, Michigan Department of Environmental Quality and other authorities of competent jurisdiction. Any and all such structures or improvements shall be maintained in a clean and safe condition; necessary repairs to maintain the physical and visual integrity of the improvements shall be at the expense of the LESSEE.
5. The LESSEE covenants not to use or occupy the leased premises for any unlawful purposes, and to conform to and obey all present and future laws and ordinances and rules, regulation and requirements of governmental authorities or agencies having jurisdiction.
6. The LESSEE shall not change or alter the use of the property without the prior written consent of the City.
7. The LESSEE shall file with the City a policy of insurance showing coverage of not less than \$100,000 for any property damage, or \$500,000 for any personal injury occurring on the leased premises.
8. The LESSEE agrees to indemnify and save the LESSOR harmless from and against any loss, damage or liability occasioned by, growing out of, or arising or resulting from any tortious or negligent act on the part of the LESSEE its guests and invitees in the maintenance of the demised premises or from any activities carried on the above demised premises.
9. The lease may not be assigned or any part thereof assigned without the prior written consent of the LESSOR. The assignment shall not be valid until recorded with the Manistee County Register of Deeds office.
10. Failure of the LESSEE to comply with any of the covenants contained herein, shall constitute a basis for termination of the lease. In the event that LESSEE's actions have resulted in extensive and continuing damage to LESSOR's property or have created a serious and continuing health hazard, the rights of

Lloyd Lease Request 556 First Street



**RESOLUTION OF GUIDELINES
FOR POVERTY EXEMPTION
FROM PROPERTY TAX
FOR 2014 ASSESSED AND TAXABLE VALUE**

WHEREAS, the adoption of guidelines for poverty exemptions is required of the City Council; and

WHEREAS, the homestead of persons, who the Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 390, 1994 (MCL 211.7u); and

WHEREAS, pursuant to PA 390, 1994 the City of Manistee, Manistee County adopts the following guidelines for the Board of Review to implement. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year;

To be eligible, a person shall do all the following on an annual basis:

- 1) Be an owner of and occupy as a homestead the property for which an exemption is requested.
- 2) File a claim with the Assessor or Board of Review, accompanied by federal and state income tax returns for all persons residing in the homestead, including any property tax credit returns filed in the immediately preceding year or in the current year. Verification of income must be submitted if income tax returns are not filed.
- 3) Be available during the meeting time of the last day of the March Board of Review, or the meeting time of the July and December Boards of Review, to personally appear before the Board of Review, if requested.
- 4) Produce a valid driver's license or other form of identification if requested.
- 5) Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is requested if requested.
- 6) Meet the federal poverty income standards as defined and determined annually by the United States Department of Health and Human Services.
- 7) File a claim reporting that the combined assets of all persons residing in the homestead not exceed \$23,631 ($\$23,259((2013 \text{ asset level})) \times 1.016((2014 \text{ Consumer Price Index})) = \$23,631$). Assets include but are not limited to, real estate other than the principal residence or homestead, personal property, motor vehicles, recreational vehicles and equipment, certificates of deposit, savings accounts, checking accounts, stocks, bonds, life insurance, retirement funds, etc.
- 8) The application for an exemption shall be filed after January 1, but before the day prior to the last day of board of review. The filing of this claim constitutes an appearance before the board of review for the purpose of preserving the right of appeal to the Michigan Tax Tribunal.

The following are the federal poverty income standards which are updated annually by the United States Department of Health and Human Services. The annual allowable income includes income for all persons residing in the homestead.

The following are federal poverty guidelines for 2014 assessments:

Federal Poverty Guidelines for 2014 Assessments

Number of persons residing in homestead	Poverty Guidelines Annual allowable income
1 person	11,490.
2 persons	15,510.
3 persons	19,530.
4 persons	23,550.
5 persons	27,570.
6 persons	31,590.
7 persons	35,610.
8 persons	39,630.
Each additional person, add	4020.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Assessor and Board of Review shall follow the above stated policy and federal guidelines in granting or denying an exemption, unless the Assessor and Board of Review determines there are substantial and compelling reasons why there should be a deviation from the policy and federal guidelines, and these reasons are communicated in writing to the claimant.

The foregoing resolution offered by City Council Member _____ and supported by City Council Member _____.

Upon roll call vote, the following voted:

"Aye:" _____

"Nay:" _____

The City Clerk declared the resolution _____.

Michelle Wright, City Clerk Dated

CERTIFICATE

I, Michelle Wright, Clerk of the City of Manistee, hereby certify that the foregoing resolution was adopted by the City Council of the City of Manistee, at the regular meeting of the City Council held on December 17, 2013, at which meeting a quorum was present by a roll call vote of said members; that said resolution was ordered to take immediate effect.

Attest to: _____

Michelle Wright, Clerk

Date: _____



Date December 18, 2013

TO: City of Manistee Taxpayer

FROM: Julie Beardslee 
City Assessor
City Hall
PO Box 358
70 Maple St.
Manistee, MI 49660
231-398-2802

RE: Poverty Exemption from Property Taxes

Enclosed please find an application for Poverty Exemption from Property Taxes, in the City of Manistee. **Please read the Hardship Exemption Application Instructions and Guidelines for Poverty Exemption from Property Tax, before you begin filling out the application.**

It is in your best interest to return the completed application and your state and federal tax returns with all credit or claim forms (the most recent filing you have) and Social Security Statements, to my office at least a week before the Board of Review meets. I will review the application to insure completion. Board of Review dates are listed below. The deadline for filing an application with the Board of Review is before the day prior to the last day of the Board of Review.

The Board of Review meets March 10, 2014 from 9:00 a.m - noon and 1:00 p.m. - 4:00 p.m., March 11, 2014 from 2:00 p.m - 5:00 p.m. and 6:00 p.m. - 9:00 p.m., July 22, 2014 at 9:00 a.m., and December 9, 2014 at 9:00 a.m. at City Hall, 70 Maple Street, Manistee, MI 49660. The times and dates of the Board of Review are tentative, please confirm before attending.

You may appear before the Board of Review to present your application, please make an appointment. You or your representative may be requested to appear in person before the Board of Review. The Board of Review will review and decide your application and inform you of their decision by mail.

If you are representing a taxpayer in the City of Manistee, include a short note from the taxpayer appointing you as their representative and have the document **notarized** (see the enclosed Rules of Procedure).

"Hardship Exemption Application" Instructions

General Instructions:

Please type or print in ink.

Answer all questions as fully as possible. Additional information may be included on additional sheets as necessary. Supporting material should also be attached if possible. Only information stated will be considered. Questions left unanswered will constitute an improper statement and can be cause for denial.

This declaration must be signed in the presence of a notary public. Failure to do so will constitute an improper statement.

This form shall be filed after January 1st but before the day prior to the last day of the Board of Review. Return to:

City Assessor
City Hall
P.O. Box 358
70 Maple Street
Manistee, MI 49660
(231) 398-2802

The filing of this claim constitutes an appearance before the Board of Review for the purpose of preserving the claimants right to appeal the decision of the Board of Review regarding the claim, to the Michigan Tax Tribunal. You may also make an appointment to appear before the Board of Review either in person or by representative during their hearings. You or your representative may be asked to personally appear before the Board of Review. The Board of Review will then review your claim and either approve or deny your application. Exemptions may be complete or partial. You will be notified by mail of their decision.

This claim for poverty exemption is an application for the current year. **If you wish to renew or reapply for a poverty exemption, a current application must be filed.**

This form will be incorporated as a part of the minutes of the Board of Review. As such it will be a public document and will remain on file with the City of Manistee permanently.

**GUIDELINES FOR POVERTY EXEMPTION
FROM PROPERTY TAX**

ELIGIBILITY REQUIREMENTS OF THE CITY OF MANISTEE, COUNTY OF MANISTEE

To be eligible, a person shall do all the following on an annual basis:

- 1) Be an owner of and occupy as a homestead the property for which an exemption is requested.
- 2) File a claim with the Assessor or Board of Review, accompanied by federal and state income tax returns for all persons residing in the homestead, including any property tax credit returns filed in the immediately preceding year or in the current year. Verification of income must be submitted if income tax returns are not filed.
- 3) Be available during the meeting time of the last day of the March Board of Review, or the meeting time of the July and December Boards of Review, to personally appear before the Board of Review, if requested.
- 4) Produce a valid driver's license or other form of identification if requested.
- 5) Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is requested if requested.
- 6) Meet the federal poverty income standards as defined and determined annually by the United States Department of Health and Human Services.
- 7) File a claim reporting that the combined assets of all persons residing in the homestead not exceed \$23,631 ($\$23,259((2013 \text{ asset level})) \times 1.016((2014 \text{ Consumer Price Index})) = \$23,631$). Assets include but are not limited to, real estate other than the principal residence or homestead, personal property, motor vehicles, recreational vehicles and equipment, certificates of deposit, savings accounts, checking accounts, stocks, bonds, life insurance, retirement funds, etc.
- 8) The application for an exemption shall be filed after January 1, but before the day prior to the last day of board of review. The filing of this claim constitutes an appearance before the board of review for the purpose of preserving the right of appeal to the Michigan Tax Tribunal.

The following are the federal poverty income standards which are updated annually by the United States Department of Health and Human Services. The annual allowable income includes income for all persons residing in the homestead.

The following are federal poverty guidelines for 2014 assessments:

Federal Poverty Guidelines for 2014 Assessments

Number of persons residing in homestead	Poverty Guidelines Annual allowable income
1 person	11,490.
2 persons	15,510.
3 persons	19,530.
4 persons	23,550.
5 persons	27,570.
6 persons	31,590.
7 persons	35,610.
8 persons	39,630.
Each additional person, add	4020.

Hardship Exemption Application

I, _____, being the owner and resident of the property listed below, apply for tax relief under MCL 211.7u of the General Property Tax Act. The real and personal property of persons who, in the judgement of the assessor and board of review, by reason of poverty are unable to contribute toward the public charges is eligible for exemption in whole or in part from taxation under this act.

Property Code Number: 51-51-_____

Property Description: _____

Property address: _____

Phone (____) _____ Marital status: _____

Age of applicant: _____ Age of spouse _____

Number of dependents: _____ Age of dependents: _____

Have you applied for Homestead Property Tax Credit this year? _____

How much was your Property Tax Credit? _____

How much was your Home Heating Credit? _____

**** Attach complete copy of 1040 CR and federal or state income tax return for each person residing in the homestead, if filed for the current or preceding year. All attachments (credits, claims etc.) must be filed. Social Security Benefit Statement copies must be included with this application.**

The following questions must include information from all household members.

REAL ESTATE: Is home paid for? _____ Unpaid balance _____

Name of mortgage company _____ Monthly payment _____

Have you mortgaged your home to take advantage of a "reverse mortgage", if so in what amount? _____

How long have you lived at this residence? _____

Do you own, or are you buying any other property? _____

If so List below:

Property Address	Name of Owner	Assessed Value	Amount and Date of Last Taxes Paid

Income earned from above property \$ _____

Name of employer: _____

Address: _____

Phone number (____) _____

HOUSEHOLD INCOME (ALL MEMBERS): List all income from salaries, Social Security, rents, pensions, IRA (individual retirement account) withdrawals, unemployment compensation, annuities, government or Veterans Administration cash benefit or pensions, workers' compensation, dividends, claims and judgments from lawsuits, alimony, child support, friend or family contribution, reverse mortgage, and any other source of income. Provide copies of statements as part of this application.

Source of Income	Monthly or Annual Income

CHECKING, SAVINGS AND INVESTMENTS: List all savings owned by all household members, including checking accounts, savings accounts, postal savings, credit union shares, certificates of deposit, cash, stocks, bonds or similar investment.

Name of Financial Institution or Investments	Amount on Deposit	Current Interest Rate	Name on Account	Value of Investment

LIFE INSURANCE: List all policies held by all household members.

Insured	Amount of Policy	Amount Paid Monthly	Paid up Policy	Name of Beneficiary	Relationship to Insured

MOTOR VEHICLES IN HOUSEHOLD:

Make	Year	Monthly Payment	Balance Owed

LIST ALL PERSONS LIVING IN HOUSEHOLD:

Last Name	First Name	Age	Relationship to Claimant	Place of Employment	Contribution to Family Income

PERSONAL DEBTS:

Creditor	Purpose of Debt	Date of Debt	Original Balance	Monthly Payment	Balance Owed

MONTHLY EXPENSES:

Health Insurance _____ Food _____ Clothing _____
 Car expense (gas, repair, etc.) _____
 Heating expense _____ Electric _____ Cable _____
 Water & Sewer _____ Garbage _____ Phone _____
 Other _____
 (specify) _____

OTHER ASSETS: List all other assets and their values that are owned or controlled by you or members of your household. (For example, boats, coin collection, antiques, silver).

Type of Asset	Value	Income Derived from Assets	Owner

NOTICE: Any willful misstatements or misrepresentations made on this form may constitute perjury, which, under the law, is a felony punishable by fine or imprisonment.

NOTICE: A copy of all household members federal income tax returns, state income tax returns (MI-1040), Homestead Property Tax Credit claims (MI-1040CR 1, 2, 3 or 4) and/or Social Security Statements must be attached as proof of income. A complete copy must be received, including all credits, claims, etc. Social Security income, child support and/or alimony income, or any other income must be documented.

NOTE: Do not sign until witnessed by the Assessor, Board of Review or Notary Public.

STATE OF MICHIGAN
COUNTY OF MANISTEE

The undersigned, being duly sworn, deposes and says that the statements made in the foregoing application are true and that he/she, nor any household member, has money, income or property other than mentioned herein.

Petitioner

Subscribed and sworn this _____ day of _____, 2014

Signature: _____

City Assessor, Board of Review Member or Notary Public

This application shall be filed after January 1, but before the day prior to the last day of Board of Review.

Address: Board of Review
c/o City Assessor
City of Manistee
P.O. Box 358
Manistee, MI 49660
(231) 398-2802

DECISIONS MAY BE APPEALED TO THE MICHIGAN TAX TRIBUNAL BY JULY 31st OF THE CURRENT YEAR.

Michigan Tax Tribunal
P.O. Box 30232
Lansing, MI 48909
Phone: 517-636-7551
Fax: 517-636-7580
E-mail: taxtrib@michigan.gov

BOARD OF REVIEW RULES OF PROCEDURE POLICY

Adopted: June 3, 1999, Amended: Mar. 4, 2003; Nov. 7, 2007

Property owners, agents, Board of Review members, assessor and staff will conduct themselves with decorum, in a respectful, courteous and business like manner.

The person whose property is assessed on the assessment roll or his or her agent may appear before the Board. The Board requires a letter from the person whose property is assessed, whose signature must be notarized, authorizing the agent to appeal.

Protest, in the form of an original, signed letter from the resident or non-resident person whose property is assessed on the assessment roll, or his or her agent, may be filed with the Board of Review. All protests will be answered by the Board of Review, in writing, as soon as possible, and in no event later than the first Monday in June, for March Board of Review appeals.

The Board of Review, in accordance with MCL 211.30, may examine on oath, any owner or agent making protest to the Board.

Owners or agents may be required to complete a petition for record keeping purposes, on a form prescribed by the State Tax Commission.

The Secretary of the Board of Review may limit owners' or agents' protests to five (5) minutes.

Appointments for a specified time may be made by owner or agent. Please allow 15 additional minutes if the Board is running behind schedule. It is a good idea to arrive 5 to 10 minutes early for your appointment to complete the petition to the Board of Review. Owners or agents with multiple parcels should allow more time. Owners or agents of complex or multiple properties should make an appointment with the Board. These types of properties will be allowed more time, in accordance with complexity or number of parcels.

Hardship or poverty exemptions may be filed with the Board of Review on a specified hardship exemption application. Please inquire.

The March Board of Review does not hear Principal Residence Exemption appeals. These are heard at the July and December Board of Review.

USEFUL ADDRESSES:

**Michigan Tax Tribunal
P.O. Box 30232
Lansing, MI 48909
517-636-7551**

**State Tax Commission
P.O. Box 30471
Lansing, MI 48909-7971
517-373-0500**

**City Assessor
Manistee City Hall
70 Maple Street, P.O. Box 358
Manistee, MI 49660-0358
231-398-2802
jbeardslee@manisteemi.gov**

COUNCIL COMMITTEES

The following committees have traditionally been filled on an annual basis at the Organizational Meeting with appointment by the Mayor.

ALTERNATIVES FOR AREA YOUTH

Mitch Deisch

OIL & GAS INVESTMENT BOARD

Colleen Kenny
Catherine Zaring (term exp. 12/14)
Edward Bradford (term exp. 12/14)

AUDITING COMMITTEE

Colleen Kenny
Robert Goodspeed
Ed Cote

ORDINANCE COMMITTEE

Bob Hornkohl
Mark Wittlieff
Catherine Zaring

LOCAL REVENUE SHARING BOARD

Colleen Kenny

PERSONNEL COMMITTEE

Appointed by Manager/Charter 5-6
Bob Hornkohl
Colleen Kenny
Eric Gustad

MRA BOARD

Mitch Deisch

UTILITIES COMMITTEE

Ed Cote
Eric Gustad
Mark Wittlieff

AES BOARD

Mitch Deisch

911 BOARD AUTHORITY

Robert Goodspeed

The logo for the City of Manistee features a green stylized 'A' shape above the text 'City of Manistee' in a dark blue serif font. Below the text is a green stylized 'L' shape followed by a dark blue wavy line representing water.

City of Manistee



Manistee Harbor from First Street Overlook

2013 HIGHLIGHTS

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Our Vision:

“Manistee will be the community of choice on the Northwest Michigan coastline with a strong, diversified economy providing opportunities for all...a city whose prosperity continues into the future.”

Our Purpose:

“The purpose of the Manistee City Council is to provide direction for the community on behalf of its citizens. The Council will achieve this through exemplary leadership, being accessible and approachable for all, upholding policy, ensuring financial stability, and providing citizens’ safety, economic opportunity and a better quality of life.”

Strategic Mission:

“To competitively position the City of Manistee as the community of choice and destination for businesses, industry, tourists and families.”

Three Year Strategic Goals (SG#)

1. Economic Development & Jobs.
2. City Infrastructure.
3. Beaches, Parks & Recreational Areas.
4. Financial Stability & Continuous Improvement.
5. Intergovernmental Relationships.
6. Housing, Homelessness & Senior Citizens.

A Message from the City Manager...

Each year when I begin to write the Highlights message, I review the messages from the previous years. For the past decade we have started each highlight message with the struggling State economy. This year you can feel a change in the air surrounding Manistee County's economy. While the State continues to struggle, the economy is moving forward. Increased business interest in Manistee County and reduced storefront square foot vacancies in the downtown are good indicators of the future. In 2013 the City of Manistee received \$629,600 in federal, state and local grants. The City committed \$66,300 to secure these grants; a good return on our investment.

The 2013 construction season was very busy, specifically down at First Street Beach. In early 2012 the First Street Beach House was removed to make way for a new facility. Due to timing and bid prices, construction of both the First Street Beach Shelter and the Fish Cleaning Station did not commence until April 2013 and both were completed by the end of summer. These two facilities were identified on the Council adopted Beach Conceptual Plan and the Council Strategic Plan.

As we identified in 2012, the City will need to look at significantly scaling back making improvements to public property due to a lack of available funds. These past 3-5 years of massive capital improvement projects are unsustainable moving forward unless new sources of revenue can be identified. While utility projects dominated the 2012 construction season, 2013 was dominated by discussions with both Manistee Township and Filer Charter Township regarding utility expansion outside the City limits.

Nearly a decade after the Vogue Theatre shut its doors; it was reopened during the 25th Annual Victorian Sleighbell Weekend. Congratulations to those who have worked so long and hard to bring movies back to Manistee.

As 2013 comes to an end I would be remiss not to thank all those City employees; who through their daily actions provide services to Manistee residents. As with past years, no doubt more economic challenges will be before us that will require everyone to perform additional responsibilities.

The entire community should be proud of the accomplishments of 2013, what a year! I look forward to the challenges and opportunities of 2014.

Mitchell D. Deisch, City Manager

CONSTRUCTION

1. In 2012 the former First Street Beach restrooms were removed in anticipation of construction of the First Street Beach Shelter. The new facility has an open floor design with restrooms, changing rooms, outdoor showers, electronic charging stations, and concessions. Bid received in early 2013 in conjunction with the Fish Cleaning Station. On March 5, 2013 Council selected the low bid from Tridonn Construction in the amount of \$596,863 for both projects; which was reduced to \$545,010 through value engineering. Preconstruction meeting was held March 18; both projects commenced in April. While under construction, restroom facilities were made available for use by the public during the Fourth of July holiday. The approximate cost of the First Street Beach Shelter was \$410,000. Funds to build the structure came from the Michigan Natural Resources Trust Fund (\$280,000), Local Revenue Sharing Board (\$100,000), and the City of Manistee Capital Improvement Fund (\$30,000). No resident tax dollars (local or state) were used to fund the project. **SG#2 & #3**



First Street Beach Shelter

-
2. The new Fish Cleaning Station was dedicated August 21, 2013; with the facility being considered one of the best in the state. New amenities include 6 stainless steel fish cleaning tables (2 of the 6 are barrier free compliant), composite cutting boards, filet hanging baskets, cooler cleanout station, freezers and restrooms. The total cost for the new facility was approximately \$233,000. Funding was through the Great Lakes Fishery Trust (\$75,000) and the City of Manistee Capital Improvement Fund (\$158,000). No resident tax dollars (local or state) were used to fund the project. **SG#2 & #3**



Fish Cleaning Station Dedication

-
-
3. With the completion of the new fish cleaning station and restroom facility; demolished the old concession stand on September 25. The facility was not salvageable but all salvageable equipment was removed prior to demolition.
4. Replaced 2 inch main on Fourteenth and Maple Streets. Discovered dead end pipe; added fire hydrant to facilitate annual flushing. **SG#2**

5. MDOT made the City aware that there were unobligated Small Urban funds in the State's fiscal budget. The City took this opportunity to assist with the milling and resurfacing of Kosciusko Street from Eighth to Twelfth Street (see picture below). Elmer's submitted the low bid. A pre-con was held in January and the project began April 15 and was substantially completed by mid-May. Punch list items were addressed including drainage issues with the pavement. Elmer's returned to diamond grind the surface to allow rain water to drain properly. The new asphalt was sealed, striped and the project was complete in September. The total approximate cost of the project was \$205,764; of which \$164,611 came from the Small Urban Grant and \$41,153 came from the City Street Fund. **SG#2**



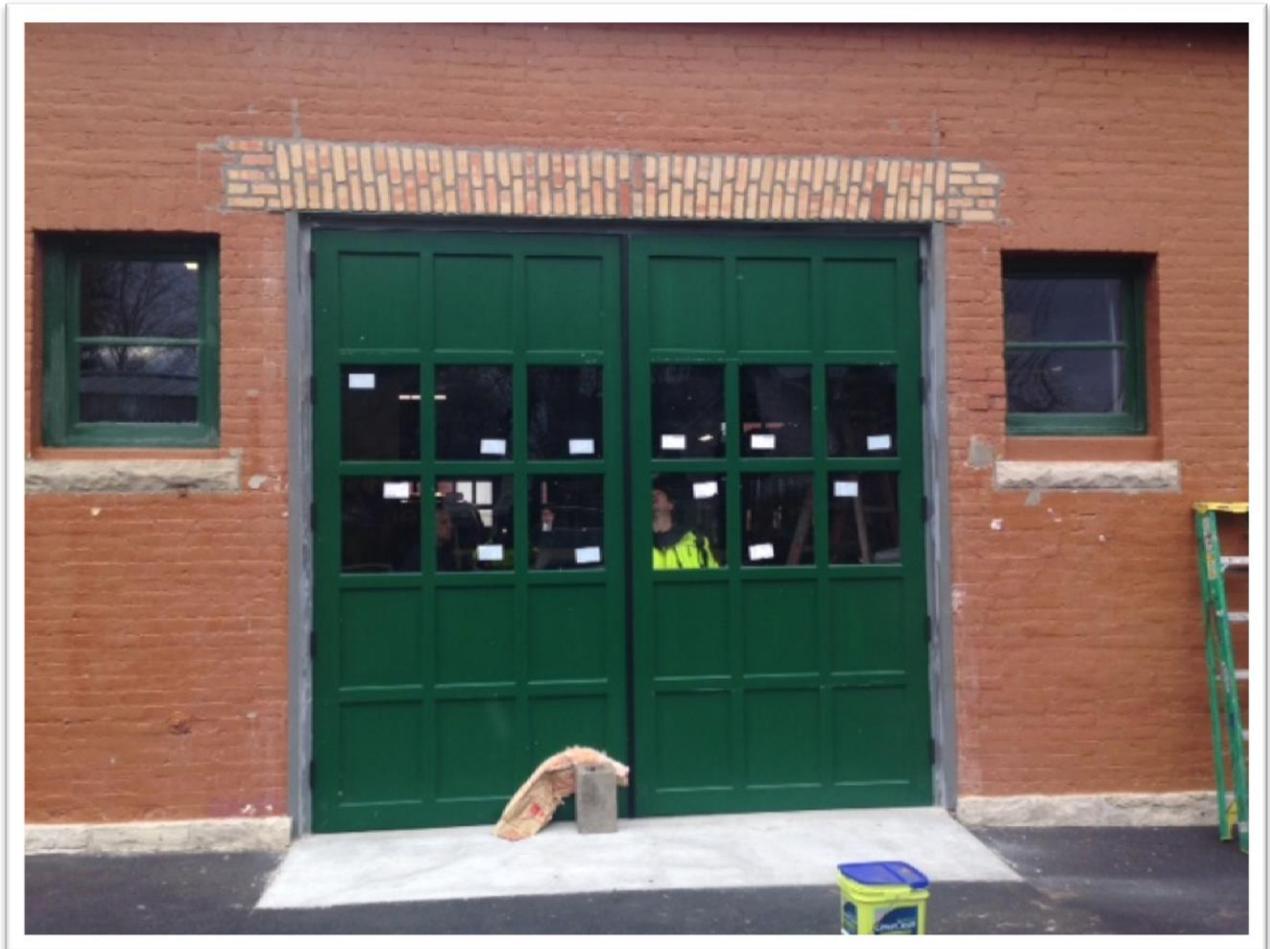
6. Rocket (Rotary) Park Playground improvements continued to move forward. Four requests for design proposals were received, with the Committee selecting Sinclair Recreation. Plans were submitted to City Council on March 5, 2013 with a public hearing held for a grant application to the Land & Water Conservation Fund to assist in the

funding. AES prepared and submitted the grant application on behalf of the City. Notice of grant funding is anticipated in late 2013. If additional funding is received, construction will commence in spring of 2014. In conjunction with this project private donations of \$775 were accepted for the installation of a Richard Knechtges Memorial near the site of the new playground; recognizing Richard's dedication to the barrier free community. The location of the project has been moved to the area west of the basketball parking lot, adjacent to First Street to comply with barrier-free standards. Anticipated funding for the project is through the LAWCON Grant (\$48,000), Local Revenue Sharing Board (\$25,000), City of Manistee (\$20,000) and various service clubs (Rotary \$5,000). **SG#3**

7. Accepted bids for the Maple Street Sidewalk/Drainage project. Elmer's was the low bid at \$45,897.25. The project began in April, following resolution of easement issues. Stamped concrete and caulking issues were addressed in August / September. This project addressed the storm water drainage issue in the area and was a collaborative project with private property owners, Downtown Development Authority, and the City. Total project costs were estimated at \$56,000; shared by the DDA (\$10,000), building owner (\$10,000) and the City. **SG#2 & #5**
8. In 2012 State of Michigan MDEQ S2 grant in the amount of \$227,000 was approved for the continued investigation and planning to eliminate inflow and infiltration into our sewer collection system and other necessary sewer related planning. Agreements were signed in April to begin the Sanitary Sewer Evaluation Study; continued into 2013. Surveyed main interceptor sewer and discovered it is very flat and in some areas, flows backwards. Will require continued maintenance. Flow-dar has documented spikes during rain events. Completed additional smoke testing of sewers to identify illegal connections. Utilizing dye testing roof drain inspections downtown reveal that almost half are illegally connected. City undertook catch basin closures. During spring flushing program staff identified a spike at the WWTP and an illegal cross-connection was discovered at River and Maple Street. This connection was bulk-headed. The draft report was delivered to the City in mid-November by Abonmarche and will be the source of information to apply for SAW grant. **SG#2**
9. Riverbank Sewer Project has been designed. Easements have been obtained and the project has been permitted by the MDNRE and USACOE. USACOE had requested a HEC-RAS study be completed

in order to update the FEMA flood insurance maps. Construction will follow when funds are available. **SG#2**

10. Work continued to close out the Maple Street Bridge electrical upgrades project. **SG#2**
11. The rear Fire Station door was reconfigured to allow vehicle access. Following a bid process Joseph A.A. Helminski Construction was selected to complete the work at a cost of \$26,448. **SG#2**
12. Using Local Revenue Sharing funds, undertook restroom improvements at the Teen Center. Labor was provided in-house with the new Facilities Manager position.



Fire Station Vehicle Access Door

GOVERNANCE

1. 2013 - 2014 Fiscal Year Budget and Capital Improvement Plan was approved. Council reviewed Ramsdell Theatre White Paper in February and the Community Development White Paper in March. Budget recommendations were published March 22 and introduced to the Council and public on April 2. Work sessions and public hearing were held in April. Budget document adopted May 7, 2013 and includes a \$5,774,803 General Fund Budget. Millage was set at 17.2957 mills for the General Fund and 1.15 mills for the Refuse Fund. There was a 10% rate adjustment to water and sewer; charges established at \$3.37 and \$6.74 per 1,000 gallons respectively. Refuse monthly user charges were established at \$3.12, \$6.24 and \$9.36; depending on the level of service selected. Budget process has to become more precise as available cash dwindles. Completed all EVIP requirements for continued State funding. **SG#4 & #5**
2. Approved budget amendment 2013-01 for fiscal year end in June. Required by law to ensure actual expenditures do not exceed budgeted amounts. **SG#4**
3. Approved Main Street Downtown Development Authority Budget for 2013-2014 and their amended 2012-2013 Budget. **SG#5**
4. David Wilson, CPA in fifth year of agreement to prepare annual audit. June 30, 2013 audit was presented to City Council on October 15, 2013. **The audit shows a General Fund Balance of \$1,175,303; an increase of \$194,061.** Manistee had a clean (unqualified) audit opinion, no deficiencies in internal controls, and no instances of non-compliance under Government Accounting Standards. **SG#4**
5. There was no further Headlee Rollback on 2013 maximum authorized operating millage rate for FY 2013-14. Council approved 17.2957 operating mills for 2013, not levying the additional .4655 mills allowed by law. **SG#4**
6. Three Council seats were up for election in November. Candidates on the ballot were: Second District Edward Cote, Fourth District Robert Chip Goodspeed, and Sixth District Beth Ann Adams, John R. Garber, and Mark Wittlieff. At the Organizational Meeting in November, Deputy City Clerk Mary Bachman sworn in Edward Cote,

Robert Chip Goodspeed and Mark Wittlieff. Council elected Colleen Kenny as Mayor and Catherine Zaring as Mayor Pro-Tem.

7. Strategic Planning – City Council updated their 2013-2016 Strategic Plan at a meeting held November 1, 2012. Council reviewed the final plan at the January 8, 2013 work session.

The Harbor Commission held a strategic planning session in August to determine how the Commission could support the Council's plan. This could become a template for other boards and commissions.

8. MML Capital Conference April 9 & 10, attended by Mayor Pro-Tem Zaring, Councilmember Cote, Mitch Deisch, Ed Bradford, Jeff Mikula. Good information received on EVIP standards and personal property tax legislation. **SG#4**
9. Began using the Michigan Intergovernmental Trade Network (MITN) for posting all city bid notices to increase potential responses. The number of bids received has increased since joining this network. **SG#4**
10. Continued to work cooperatively with Manistee Township, AES, Manistee County and the LRBOI to formalize a water franchise agreement in Manistee Township. Discussions continued throughout the year. **SG#5**
11. On August 16, 2011 Council approved three separate agreements with Filer Charter Township for utility services including: an Operating Agreement, a Wastewater Treatment Agreement, and a Master Agreement. In November 2012 agreements were amended to eliminate the construction of the third final clarifier, changed the Township connection charge to \$1,350,000 and allows complete discretion by the City on how funds are spent. With the change in township supervisor, City Manager and staff met with FCT in April to review agreement structure. 2014 construction was anticipated by Filer Township but they are now undertaking another review of the agreements, costs, and options for wastewater collection / treatment. **SG#2 & #5**
12. Mayor Pro-Tem Zaring, Councilmember Hornkohl, City Manager Mitch Deisch, Finance Director Ed Bradford and DPW Director Jeff Mikula attended the Annual Michigan Municipal League Convention in Detroit in September. Hornkohl served as delegate voting member, Zaring served as alternate. **SG#4**

13. City continues to use social media like Facebook to interact and inform the public. This page is not intended to be a forum for public debate or discussion; rather is used to disseminate information in a timely manner to residents and visitors. There are currently more than 922 likes/fans of the City's Facebook page. If you haven't already done so, please like our page!
14. Councilmember Eric Gustad attended County Regional Summit in September. **SG#4**

15. Conducted Annual Mayors Exchange Program with Boyne City in June. This is an annual opportunity to learn and network with other Michigan municipalities. Mayor Kenny is shown at right accepting a gift from Boyne City. **SG#5**



16. Councilmembers Sid Scrimger and Ilona Haydon resigned their positions effective January 15. Sid Scrimger served the Second District from November 2011 through January 2013. Ilona Haydon served the Fourth District from November 2007 through January 2013. City Council advertised for vacancies, held interviews at a special meeting held February 12, 2013. Councilmembers Edward Cote and Robert Goodspeed were sworn into their positions for the Second District and Fourth District respectively on February 19, 2013. Both seats were up for election in November.

17. Two elections were held in 2013: Special election in August and the General Election in November.

Clerk's Office hosted election Public Accuracy Test in conjunction with Onkama Township. **SG#5**

18. Annual Council bus tour of project area was conducted August 13 and included: Maple Street Sidewalk, Kosciusko Street, Maywood Tank, Morton Park, Fifth Avenue Beach Lawn Area, First Street Roundabout, Fish Cleaning Station, First Street Beach Shelter,

Playground Equipment, Lighthouse Park, Northside Riverwalk, and other areas of interest.

19. City Manager Mitch Deisch assisted the Alliance for Economic Success Board to hire a new Executive Director. Kathy Adair Morin began work for the AES on January 3 and was introduced to City Staff that month. **SG#5**
20. Participated in regional economic development discussions to explore the idea of regionalizing economic development for Manistee and Mason counties. The intent is to generate enough revenue to enhance the EDO staff so that a greater level of service can be provided to both counties. Information was presented to area elected officials on September 11. Discussions will continue into 2014. **SG#1**
21. Renewed Four-Year Agreement with the County Prosecuting Attorney's Office to provide legal representation on all violations which are by definition misdemeanors and felonies. **SG #5**
22. Accepted recommendations by the Compensation Commission to increase salaries for the Mayor and City Council effective January 1, 2015. This is the first increase since January 2009.
23. The Manistee Housing Commission, through the U.S. Department of Housing and Urban Development (HUD), received notification of a financially troubled status in 2012. The City of Manistee was requested by HUD to partner with the Housing Commission to rectify the troubled status. A Financial Recovery Action Plan was created. The City of Manistee was asked to partner with the Housing Commission in the completion of the Action Plan. As a signatory to the agreement the City commits to oversee and monitor the Housing Commission in its discharge of their duties. Work along these lines continued in 2013; City assisted Housing Commission in responding to citizen inquires and FOIA requests. City continues to assist the Housing Commission to address these issues. **SG#5 & #6**
24. New Councilmember orientation materials put into electronic format and stored on Dropbox. Eliminates the large box of information provided to new Councilmembers. **SG#4**
25. Continued to work with MDNR / U.S. Forest Service to protect nesting sites of endangered Piping Plovers north of Fifth Avenue Beach. This was the sixth year that the Piping Plovers selected this site. **SG#5**

26. Board and Commission bylaws are reviewed annually by respective groups, and if amended, forwarded to Council for review and approval. Completed amendments for Planning Commission, Zoning Board of Appeals, Harbor Commission, Brownfield Redevelopment Authority, Non-Motorized Transportation Committee, and the PEG Commission in 2013.
27. Department of Public Works contracted by Onekama Village to clean their beaches in early June. **SG#5**
28. Participated in annual Fire Prevention Festival held in October. Worked with other area fire departments to provide fire safety education for children. **SG#5**
29. Councilmembers Gustad and Zaring, along with City Manager Deisch, attended the Annual Meeting and Business Awards Dinner of the Manistee Area Chamber of Commerce on November 13, 2013.
30. Continued to review and address low water issues. The Manistee River Channel was dredged again in late July; removing 48,200 cubic yards of materials that was deposited in Lake Michigan at the 8-12 foot contour south of the harbor. This was a USACOE project performed by the King Co. at a cost of \$292,470.

Abonmarche completed a bathymetric survey of the First Street Launch Ramp that identified a drop-off. Public Works determined a short-term solution by adding rock along the base of the concrete skid pier at an approximate cost of \$800, plus labor. This work was previously contracted out for substantially more money. Only one incident occurred in 2013 and a small amount of stone was again added at the west end. Manistee's launch was in much better shape than most Michigan facilities.

A portion of the Municipal Marina will be dredged in 2014 following the receipt of emergency dredging funds from the State of Michigan. Most of the \$24,450 of grant funds were eaten up by engineering and permit expenses but the permit received for the marina will be good for 5 years. **SG#5**

31. Initiated regular meetings between the City Manager/Mayor and the City's representatives on the County Board of Commissioners.

The intent of the meetings is to improve governmental communications and to look for opportunities to collaborate. SG#5

32. Manistee awarded Tree City designation in 2013. City has been a recipient for more than twenty years.
33. Continued public tours of City Hall, Ramsdell Theatre and the Fire Station.
34. The Non-Motorized Transportation Committee sponsored the sixth annual Healthy Active Manistee Week (HAM It Up) the third week of May. The City was awarded its first gold level Promoting Active Communities award. This is the ninth consecutive PAC award.
35. Non-Motorized Transportation Committee organized the third annual local Labor Day Bridge Walk.
36. Worked with the Manistee Housing Commission on a contract with the Department of Public Works to provide yard maintenance services. Contract began in 2013. City hired an additional seasonal worker to complete contracted services. SG#5
37. Completed Request for Qualifications and interview process before entering into a five year agreement with the Spicer Group for Engineer of Record services in October. Current projects with Abonmarche will be completed during the transition.
38. MDOT workshop in June on designing bike lanes for elected officials and road commissions. Several staff participated. Abonmarche hosted the lunch for the event. SG#5
39. Assisted the Downtown Development Authority in their search for a new Director. Patrick Kay was selected and began his tenure with the MSDDA in November.
40. A Committee consisting of Heather Pefley, Denise Blakeslee, Mary Bachman, Kathie Boyle, Mark Niesen and Cindy Lokovich selected the Manistee County Holiday Hope Team as recipient of items donated to the Mitten Tree hosted at City Hall. The tree quickly filled with winter accessories. Toys for Tots donation barrel was also hosted and was filled by employee donations.

Manistee News Advocate – Best of People’s Choice Awards:

- Best Law Officer – David Shands

Business Registrations:

- Jackie's Beauty Salon, 168 Lincoln Street
- Lakeshore Cleaning Services, 409 Water Street #2
- Parkdale Block & Building Supplied, 174 Cleveland Street
- Manistee Historic Red School House CDC, 284 First Street
- Daybreak Gallery & Studio, 386 River Street
- Sara's Downtown Hair Designs, 335 River Street
- MS Creative Services, 263 River Street
- Dempsey Manor, 506 Maple Street
- McManigals, 522 Ramsdell Street
- Blue Fish Kitchen, 312 River Street
- Zoelle Consignment & Boutique, 431 River Street
- Play It Again Johnny, 318 River Street
- Love INC of Manistee, 390 River Street
- Robert Mattice DDS PC, 422 First Street
- Solar Eclipse Tanning, 355 River Street
- Swanky Good Goods, 393 River Street
- Pierport Farms, 358 River Street
- Miller's Christmas Trees & Wreaths, 21 Cypress Street
- Pretty in Pink Salon, 342 River Street

Parcel Splits / Combinations:

- Brad & Joan Kolk, 486 Fourth Street
- Edward & Jeanne Hybza, 331 Fourth Street
- Gary & Eleanor Patulski, 159 Quincy Street
- Harbor Village, 112 Marina Drive

Banner Applications:

- Tight Lines for Troops
- Forest Festival
- World of Arts & Crafts
- Grapes on the River
- Sidewalk Sales
- Hops & Props on the River
- Paint the Town Pink
- Toys for Tots / Gifts for Teens

Policies:

- Purchasing Policy CP-13
- Oil & Gas Investment Policy & Spending Rule
- Consolidated water tap, sewer tap and road breakage into one policy and increased tap fees to cover actual cost
- GP-71 Surplus Property

Ordinance Amendments:

- Z12-09 Zoning Board of Appeals Membership
- Z12-10 Planning Commission Membership

Resolutions:

- RES 13-01 Kosciusko Street Small Urban Grant
- RES 13-02 2013 Refunding Bonds (LTGO)
- RES 13-03 Authorize CDBG Signature Building Grant
- RES 13-04 Partner in Collaborative Master Plan & Implementation Strategy
- RES 13-05 LAWCON Grant Application for Playground Equipment at First Street Beach
- RES 13-06 Thanks & Appreciation, Administrative Professionals Week/Day
- RES 13-07 Adopt Advance Life Support-Transport Level of Service
- RES 13-08 2013-2014 Budget Adoption List
- RES 13-09 Approve Waterways Grant Agreement – Emergency Dredging
- RES 13-10 Support Lakes to Land Competitive Grant Assistance Program
- RES 13-11 Morgan Haywood Appreciation – Babysitter Hero
- RES 13-12 Authorize Purchase of Braun Ambulance
- RES 13-13 Authorize Change of Election Polling Location
- RES 13-14 Authorize Purchase & Financing, International Workstar 7400
- RES 13-15 Designate Street Administrator
- RES 13-16 Charitable Gaming License, United Way of Manistee
- RES 13-17 Authorize SAW Grant Application

Annual Authorizations:

Participated and assisted in various annual community festivals and events and authorized many fundraising opportunities for area nonprofits.

- St. Patrick's Day Parade
- Ham-It-Up Week

- Labor Day Bridge Walk
- World of Arts & Crafts
- Parkinson's Awareness Month
- Administrative Professionals Week and Day
- National Day of Prayer
- Walk for Children with Apraxia
- Memorial Day Parade
- Special Olympics Tag Day
- Running for God Event
- Legion Poppy Sales
- Arts & Crafts Show Banner
- Strutt Your Mutt
- Manistee Monster Mania Fishing Tournament
- Hops & Props on the River
- MHS & MCC Homecoming Parades
- Boos, Brews & Brats



Vogue Theatre Pure Michigan Dedication

COMMUNITY DEVELOPMENT

1. The City continues to be successful in drafting and receiving grants. 2013 Grant Applications: **SG #3, #4 & #5**

LAWCON for Playground Equipment \$48,000 – approved

DTE for Boulevard Trees \$3,000 – denied

FEMA for Fire Dept. Air Compressor & Fill Station \$52,590 – approved

Region 7 Emerg. Mgmt. \$21,000 for City Hall Generator – approved

SAW Grant \$1,900,000 - pending

Local Revenue Sharing Board:

2013 Cycle I applied for Fire – Paramedic Tuition \$12,000 (approved); Police – Century Terrace Surveillance System \$9,130 (approved); Fish Cleaning Station \$25,000 (denied); AAY Teen Center Improvement \$5,000 (approved); Vogue Theater Fire Suppression System \$65,000 (denied).

2013 Cycle II applied for Fire – Lucas CPR Unit & Ventilator \$16,900 (approved); Police – Tasers & Training Cartridge \$2,972 (denied); Police – Fire Person Reserve Unit \$18,430 (denied); Manistee Saints – Rietz Park Scoreboard \$17,284.42 (denied); Veterans Memorial Park – Sound System Upgrade \$2,000 (denied); Vogue Theatre – Revitalization Project \$10,000 (denied).

The City has received approximately \$989,521 from the Local Revenue Sharing Board since 2000.

2. Authorized an agreement to partner on a Collaborative Master Plan and Implementation Strategy with the Lakes to Land Initiative to update a component of the City's Master Plan. Visioning session held November 21. Notice was included in winter tax bill newsletter about an online survey that will allow public input for those unable to attend the visioning session. **SG#5**
3. Partnered with the MSDDA on a development agreement with the Blue Fish Kitchen for a possible acquisition of the former Tuscan Grille property on River Street. City applied for and received a \$300,000 MEDC Signature Building grant. The development agreement was signed by Council on 3/5/13. The closing on the property sale was on May 14, 2013. The first dinner held was for Mayors Exchange and the restaurant opened to the public late June. **SG#5**

4. Authorized lease amendment with Cingular Wireless PCS to remove the equipment inside the Industrial Park Tank to the outside of the tank. The annual rent payment was increased by \$2,400 per year to a total annual payment of \$32,400.
5. Assisted moving the Vogue Theater project forward by cutting the City's \$5,400 inspection fees by 50%; and assisted with the fire suppression line and road breakage. This collaboration was specifically identified in the City's **Strategic Plan 1.5.1**.
6. Manistee area continues to host film crews. September and October saw filming by 10 West Studios for Mickey Matson II Pirates Code at these locations: 342 Second Street, SS City of Milwaukee, Manistee Iron Works, Seng's Marina, Museum and Library.
7. Applied for SAW grant through the State of Michigan. An agreement was entered into with the Spicer Group to prepare a scope of work to apply for the grant and complete wastewater design work, studies and asset management plans for the wastewater and stormwater systems. The scope of work totals \$1,905,000; pending. **SG#2**
8. Taking a more aggressive stance on blighted buildings. Meetings have been held between the City Manager, City Attorney and Building Inspector on process. Drafted forms to help track blighted properties.
9. City Council met in work session on December 10, 2013 to discuss updating the 2008 Street Asset Management Plan as required every five years.
10. Vogue Theatre organizers dedicated the building's main theatre to "Pure Michigan" on Tuesday, November 19 recognizing the \$503,000 grant from the Michigan Economic Development Corporation. Mayor Pro-Tem Catherine Zaring is shown on Page 17 with CEO Mike Finney.

OPERATIONS

1. Staff continued to draft departmental white papers. Council received the Ramsdell Theatre white paper on February 12, 2013 that included a recommendation in the 2013-2014 budget to move forward on theatre management. Mike Terry was hired in September to fill the Executive Director position; shifting job responsibilities from City Hall staff.

Ramsdell Theatre White Paper presented to City Council on 2/12/13, discussed by Council 2/19/13, recommendations in 2013-2014 Budget to move forward on theatre management.

The Community Development Office white paper was delivered to Council on March 5, 2013 and discussed at the 3/12/13 work session. Was used as the guide for department succession planning.

The Finance Department began working on their white paper in July and will present it to Council in early 2014. SG#4&5

2. City Clerk's Office submitted an application for a laptop, e-poll books and card reader for elections through the Help America Vote Act; no cost to the City. Grant was received; City also received half off maintenance agreement fees by utilizing the e-poll books. First used during August special election.
3. Completed contract reopeners with POAM/COAM, IAFF and USW regarding wages. Wage increases were effective July 1, 2013.
4. The Board of Review met in March, July and December hearing valuation, poverty exemption, principal residency, mutual mistakes of fact and conditional rescission appeals.
5. Assessor participated in several tax appeals and settlement conferences this year.
6. The Manistee Fire Department transitioned to Advanced Life Support (ALS) service; receiving their license in March. New equipment was purchased and put into practice; the first patient was transported on March 24. Calls are 70% higher and resulting revenues are higher than anticipated (estimated at \$305,000). Council authorized the purchase of a demo ambulance from Braun Industries with a Stryker patient lift at a cost of \$257,904.



Manistee Fire Department Ambulance

7. Distributed used computer equipment through the Human Services Collaborative Board.
8. Completed twelfth year of beach sampling program. City financially responsible for Man-Made Lake samples. **SG#3**
9. MAPS / City Utility Agreement – In 2001 entered into an agreement to provide City water to the former Kennedy School on US-31 in Parkdale. MAPS is in the process of selling the property. An amendment was drafted to have the new owner fall under the traditional utility service fees. Agreement was approved by MAPS and City in August/September. **SG#5**
10. Continue to utilize ePackets for City Council meeting agendas using iPads and Dropbox for all Councilmembers and Department Directors. Agenda packets are no longer mailed or emailed and are regularly posted on the City's website at www.manisteemi.gov. While on the City's website, click on the "Notify Me" button. You will be able to sign up for regular email updates on a variety of subjects. We also post Council and other board and commission dates on

Facebook ([f facebook.com/CityofManistee](https://www.facebook.com/CityofManistee)) with a link to the agenda packet. Please like our page and get regular updates this way too.
SG#4

11. Assessor finalized L4025 additions and losses so that the City can levy taxes. No Headlee rollback this year, tax rates remain the same as last year.
12. Approved listing agreement with Coldwell Bankers for Renaissance Park lots in May.
13. Kicked off Water Study / Plan with Abonmarche in January. Meetings were held with staff in July and August. The draft plan was delivered to the City in November. SG#2
14. Authorized refunding of Capital Improvement Bonds used to finance City Hall renovations in March due to lower interest rate climate. Total projected gross savings estimated to be in excess of \$220,000; approximate 9% savings (\$20,000 a year). SG#4
15. Continue to increase the use of the Ramsdell Theatre Complex. Staff will keep trying options to fill open nights at the complex with special events, concerts, movies, opera broadcasts and film premiers. Revitalized the Friends of the Ramsdell fundraising group. SG#5
16. Continued to address operational issues with the auto-attendant at the First Street Launch ramp. Boater compliance is higher due to the change in location and better signage; however the mechanics of the equipment continues to be a challenge. SG#3
17. Changed polling location for Precincts 1, 2 & 3 to the Municipal Marina Open Space. Manistee Area Public Schools voiced concern about continuing to hold elections at school facilities. New location was first used in November.
18. Completed annual stump removal program, 44 stumps were removed by a private contractor. City assisted with cleanup and black dirt.
19. Renewed City Manager employment agreement.
20. Many City employees generously contributed to the annual United Way Campaign. Sergeant Schmeling ran the program for the City.

21. Continued to address invasive plant species like Phragmites Grass, Garlic Mustard and Japanese Knotweed.
22. Approved annual depositories for city funds that included: Charles Schwab, Flagstar Bank, Honor State Bank, Huntington Bank, MBIA Michigan Class, Northwestern Bank, PNC Bank, Shelby State Bank, UBS West Michigan Bank & Trust, and West Shore Bank. **SG#4**
23. Approved a ten-year deck lease with the Boat House Grill. Strengthened the agreement to address late payments on lease, utility bills, and taxes.
24. First year of collaborative agreement with the Manistee Housing Commission on grass cutting for their properties. Allows hiring of an additional summer position.
25. Intergovernmental cooperation with Road Commission / MDOT on equipment, seasonal sand removal and leveling at both beaches, crack sealing, street sweeping. **SG#5**
26. Assisted Manistee Road Commission and MDOT with emergency assistance in April for a plugged culvert on US-31 north of Bear Lake that was causing flooding to adjacent property owners. **SG#5**
27. Continued to explore/implement GIS. \$2 grant will collect extensive amounts of data to be incorporated. City/County partnership has ended and City continues to use consultant. **SG#2**
28. Dynamic disaster training exercise held on May 17-18 at the airport for public safety personnel.
29. Created Ad Hoc Domestic Animals Committee to assist in the rewrite of current ordinance.
30. Began program to replace all large water meters. More efficient meters will result in cost recovery in two years. No cost to the customer except for internal plumbing.
31. Replaced flow meter at the Oaks Correctional Facility. Monitoring continues of higher than normal concentrations; options for corrections are addressed in the City's Sewer Use Ordinance.

32. DPW implemented new program that assesses fees for cost recovery for the use of public resources like picnic tables and snow fence.
33. Continued quarterly financial and investment updates to City Council. SG#4
34. Conducted annual aerial and ground ladder testing. The ladder truck received annual maintenance and recertification through the Manistee County Road Commission. SG#5
35. Completed annual Paser rating updates in the fall of 2013. SG#2
36. In a move to cut down on grounds maintenance, poured concrete pads under bleacher systems in park areas.
37. Deputy City Clerk completed Workmens' Comp audit (completed every three years).
38. Spicer Group performed inspections of the Maple Street Bridge. The structural inspection is required every two years and the underwater inspection is required every five years. SG#2
39. Heather Pefley and Cindy Lokovich created materials in house to market the Marina Open Space. Rentals are increasing.
40. City Firefighter/Paramedic Jim Henderson taught CPR classes to interested City employees, Councilmembers and Morton Salt employees. Classes began in 2012 and continued into 2013. SG#4
41. Public Safety Department conducted auction in November to purge lost and found items or items seized during investigations. It had been approximately five years since the last auction. In collaboration, the auction included items from other city departments and the Sheriff's Department.
42. Undertook alley maintenance, grading and trimming. First time in many years. Improves alley access for emergency vehicles. While a few complaints were generated, the majority of comments from property owners were positive.
43. Hired Carl's Excavating to remove the burnt home at 212 St. Mary's Parkway, following approval by the Court. The cost of demolition was more than \$10,000; a lien will be placed on the property. Demolition was completed prior to Halloween.

44. DPW staff participated in two winter maintenance conferences this fall that provided information and practical knowledge on ways to clear streets and apply sand/salt in more efficient ways.
45. Council designated Jeff Mikula as Street Administrator who shall be responsible for and shall represent the municipality in transactions with the State Department of Transportation.
46. Community Development Office, Jon Rose and Denise Blakeslee, completed necessary credits to maintain their Master Citizen Planner Certification. SG#4
47. Executive Secretary Cindy Lokovich maintained her Certified Administrative Professional status, with a specialty in Organizational Management. Applied for and received recertification status that required a minimum of 60 points in education and 20 points in leadership. Recertification is required every five years. She accomplished her recertification in only three years. SG#4
48. City Manager Mitch Deisch maintained ICMA Credential Manager status. Credentialing status requires more than 40 hours of annual training in specific areas. A report on this training is required to be filed with the ICMA. This is a goal previously set by both the Manager and City Council. SG#4

Equipment Purchases:

- 2013 Vactor Model 2115 Combination Sewer Cleaner, \$271,235.49
- City Manager Ford Edge from Manistee Ford, \$23,232.70.
- Street Sweeper from Bell Equipment, \$126,050.00.
- Demo ambulance from Braun Industries with a Stryker patient lift, \$257,904.00
- 2014 International WorkStar 7400 Salt / Blade Truck, \$154,479.00
- Water Department service truck from Manistee Ford, \$32,013.00.

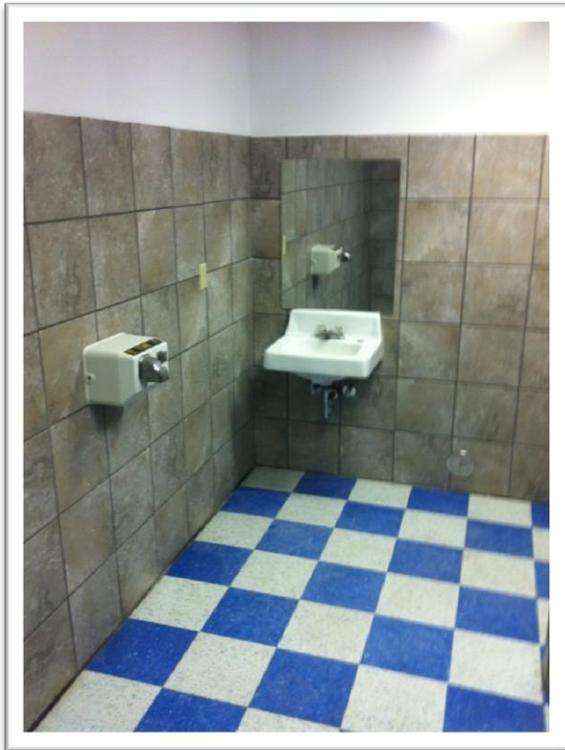
Employee Hires / Retirements / Promotions:

- Heath Darling promoted to Deputy Chief effective 2/18/13.
- Jeff Mikula hired 2/6/13 as Utilities Director; promoted to DPW Director as of 4/1/13.
- DPW Director Jack Garber retired as of 4/1/13 with 42 years of service.
- Mark Hansen elevated from part-time caretaker to fulltime Facilities Manager/Deputy Building Inspector on May 20, 2013.
- Community Development Director Jon Rose retired 7/31/13 with 22 years of service.

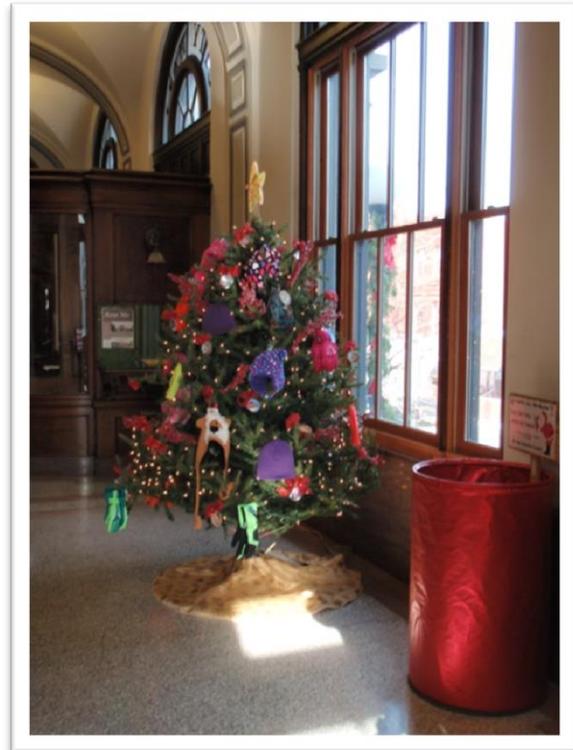
- Denise Blakeslee promoted to Planning and Zoning Administrator as of 8/1/13.
- Michael Terry began work as the Ramsdell Theatre Executive Director on September 9, 2013.
- Brandon Prince promoted to DPW Lead Person effective 9/27/13.

Training / Certifications: SG#4

- James Henderson, a member of the Manistee Fire Department obtained his Paramedic IC license. This is the highest state issued EMS license and gives him the ability to teach all four levels of EMS.
- Fire Department members Mark Cameron, Heath Darling and Fred LaPoint completed their paramedic hours and successfully completed the state/national test.
- Mary Bachman achieved her Master Municipal Clerk certification; she received her Certified Municipal Clerk in 2005.
- Schmeling and Peddie are taking fire officer classes on fire inspections.
- Sent four employees to the National Fire Academy.
- Heath Darling took management training for the law enforcement side.
- Municipal Law Seminar conducted by City Attorney's Office in October (attended by Council and Staff).



Teen Center Restrooms



Mitten Tree



Lake Michigan Sunset.

DIRECTORY OF OFFICIALS - 2014

Mayor Colleen Kenny
Mayor Pro-Tem Catherine Zaring
Councilmember Edward Cote
Councilmember Robert Hornkohl
Councilmember Robert Goodspeed
Councilmember Mark Wittlieff
Councilmember Eric Gustad

City Manager Mitchell D. Deisch

DIRECTORY OF OFFICIALS - 2013

Mayor Colleen Kenny
Mayor Pro-Tem Catherine Zaring
Councilmember Edward Cote
Councilmember Robert Hornkohl
Councilmember Robert Goodspeed
Councilmember Beth Adams
Councilmember Eric Gustad

City Manager Mitchell D. Deisch