



32325 Franklin Road, Franklin, Michigan 48025

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**VILLAGE OF FRANKLIN
REGULAR COUNCIL MEETING
MONDAY, December 13, 2021, 7:00 P.M.
Village of Franklin Hall (Broughton House), 32325 Franklin Rd, Franklin, MI 48025
A G E N D A**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. ADOPTION OF AGENDA**
- IV. MINUTES:**
 - A. Regular Meeting of November 08, 2021
- V. PUBLIC REQUESTS AND COMMENTS**
- VI. REPORTS OF VILLAGE OFFICERS AND AGENTS**
 - A. Police Report
 - B. Fire Report
 - C. Treasurer Report
- VII. SUBMISSION OF CURRENT BILLS**
- VIII. SPECIAL REPORTS**
 - A. President's Report
 - a. Urban Deer Management Program Update
 - B. Council Report
 - C. Administrator Report
 - a. Storm Sewer Maintenance Service Grant Update
 - D. Main Street Franklin Report
 - E. Planning Commission Report
 - F. Diversity, Equity, and Inclusion Report
- IX. PUBLIC HEARING**
 - A. Community Development Block Grant (CDBG Plan Year 2022)
- X. UNFINISHED BUSINESS**
 - A. Bid Proposal for Snow Removal
- XI. NEW BUSINESS**
 - A. Consider Proclamation Honoring Doreen Martin
 - B. Consider Community Development Block Grant (CDBG Plan Year 2022)
 - C. Consider Proposal from Hubbell, Roth, and Clark for 2021-2022 Annual Storm Sewer Maintenance Program
 - D. Consider Proposal from Hubbell, Roth and Clark for Carol Street Drain Investigation
 - E. Consider Proposal from Hubbell, Roth and Clark for Pedestrian Path on Village Land/Easements in the Colony Hill/Irving/Captains Lane Area
 - F. Consider Ordinance Revision to Section 1268.28, Creating Standards for Garden Fence Enclosures
 - G. Consider Resolution for Village Credit Card
 - H. Consider Resolution for PA 152 Exemption
 - I. Consider Resolution in Support of Preservation of the Pickering Farm
- XII. ADJOURNMENT**

Posted: December 10, 2021

Heather Mydloski / Village Clerk

POSTED IN ACCORDANCE WITH PUBLIC ACT 267 (OPEN MEETINGS ACT)

The Village of Franklin will provide necessary, reasonable auxiliary aids and services to individuals with disabilities requiring such services. All requests must be made to the Village Clerk at least five (5) business days before a meeting. Individuals with disabilities requiring auxiliary aids or services should contact the Village in writing at 32325 Franklin Road, Franklin, MI 48025 or by calling the Clerk's Office, at 248-626-9666.

**VILLAGE OF FRANKLIN
REGULAR COUNCIL MEETING
MONDAY, November 08, 2021, at 7:00 PM
Village of Franklin Hall (Broughton House), 32325 Franklin Road, Franklin, MI 48025**

I. CALL TO ORDER

The meeting was called to order by President Bill Lamott, at 7:00 P.M.

II. ROLL CALL

Present: Brian Gordon, Kathy Erlich, Mark Hanke, Pam Hansen, Ed Saenz and Bill Lamott

Absent: Mike Seltzer

Also Present: Dan Roberts, Police Chief; Tony Averbuch, Fire Chief; Roger Fraser, Village Administrator, Village Attorney Peter Gojcaj, Heather Mydloski, Village Clerk, and Ed Zmich of Hubbell, Roth, and Clark.

III. ADOPTION OF AGENDA

Mydloski stated that Chairman David Sahli of the Diversity, Equity, and Inclusion Committee had an agenda item to bring to Council and he should be added to Special Reports H.

Motion by Gordon, seconded by Hanke to adopt the Agenda as amended.

AYES: Saenz, Hansen, Hanke, Erlich, Gordon, and Lamott

NAYS: None

ABSENT: Seltzer

Motion carried.

IV. MINUTES

A. Regular Meeting of October 11, 2021

Motion by Hanke seconded by Saenz to adopt the Minutes for the Regular Meeting of October 11, 2021, as presented.

AYES: Saenz, Hansen, Hanke, Erlich, Gordon, and Lamott

NAYS: None

ABSENT: Seltzer

Motion carried.

V. PUBLIC REQUESTS AND COMMENTS

Public Comments were opened by President Bill Lamott at 7:03 PM.

Cindy Standeroff-32495 Winglake Road

- Spoke of poor cell phone service and the issue of harmful EMF's as well.

Lamott spoke of the Council's plans to address the issues with an outside, independent consultant.

Public Comments were closed by President Bill Lamott at 7:08 PM.

VI. REPORTS OF VILLAGE OFFICERS AND AGENTS

A. Police Report

Dan Roberts, Police Chief

- Reviewed Submitted Report.
- Larceny with autos has occurred. There were two, one in Franklin and one in Bingham Farms. A crew of thieves went through Franklin and Bingham Farms to attempt theft of unlocked vehicles. In both cases the two cars stolen also had the keys in the vehicle. He implored residents to lock their vehicles and remove their keys.
- No issues with Halloween or Devil's night.
- Meg Schubert and Roberts came to a resolution on closing the road for Main Street Events. Roberts praised Schubert for her efforts to work with him and come to a mutual resolution. The resolution was to close the road at Vincennes and Evelyn Court and for a brief time, allowing traffic to flow around the event efficiently.
- Police Clerk has been acquired to fill the gap from Megan Bohm moving to the Village Hall Office.
- So far, not able to find a qualified candidate to replace Sgt. Mark Dyjewski. The pool of candidates for his replacement has proved shallow.
- Police and Command Union Contracts are up at the end of the year. Roberts encouraged the Council to remain competitive, so the department has an opportunity to attract excellent candidates.
- Thanked the Council and the Village Office for their support with the loss of his father, David Roberts.
- Responding to Hansen, Roberts stated there are a lack of candidates due to a lack of interest in the profession and also other departments are poaching officers from other departments. Also, Franklin is a unique department with limited opportunities for special departments or assignments. We do have a pension and that sets us apart.

B. Fire Report

Tony Averbuch, Fire Chief

- Reviewed Submitted Report.
- Thanked Mobile Watch for spotlighting the Knox Box. He offered residents the opportunity to reach out to him for more information.
- Fire safety of Fireplaces- wood burning. Throw away ashes in an approved, fire approved container.
- 248- 626-5444 is one number to reach the FD. 9-1-1- is still for emergencies.

C. Treasurer Report

Lance Vainik, Village Treasurer

- Council reviewed Submitted Report.

VII. SUBMISSION OF CURRENT BILLS

Totals: 11-08-2021	
CATEGORY	SUB TOTALS
General	\$ 69,322.20
Major Streets	\$ 9,873.43
Local Streets	\$ 750.00
Police	\$ 37,697.43
Garbage and Rubbish	\$ 390.00
Building Dept.	\$ 18,259.81
Library	\$ -
Street Project	\$ 267,278.38
Road Millage	\$ -
Pressure Sewer	\$ -
Tax Collection	\$ -
Wastewater	\$ -
TOTALS	\$ 403,571.25

Motion by Gordon seconded by Saenz to approve the Bills List as presented.

AYES: Saenz, Hansen, Hanke, Erlich, Gordon, and Lamott

NAYS: None

ABSENT: Seltzer

Motion carried.

VIII. SPECIAL REPORTS

A. President's Report

President Lamott

- Reached out to DTE to see if any monies will come to Franklin to compensate for multiple power outages.
- Hansen mentioned that DTE has apologized multiple times for the excessive power outages. The remediation plan was to cut down trees and monitor equipment. The answer is it is too expensive to bury lines, but there is a lack of creative/useful plans.
- Hanke stated that five (5) years is too long to keep on top of the Village needs. He suggested three (3) years instead to remain proactive.
- Hansen asked Fraser if there was anything in the ordinance for buried lines, Fraser said we didn't.

B. Council Report

Trustee Hansen

- Hansen asked Lamott about the old light pole exposed by hidden brush. It is gone, the contractors nor any residents know where it is. No one knows. She asked if it were possible to locate it, it would be a great historical artifact to display as a part of Franklin's rich history.

C. Administrator Report

Roger Fraser, Village Administrator

- Eddie Zmich of Hubbell, Roth and Clark
 - Announced the Village's recently awarded Michigan Enhancement Grant of \$200,000.00 was in process and a part of an HRC submitted proposal to maintain the Village Storm Water.
 - Discussed the submitted Storm Sewer Map and Storm Maintenance Plan.
 - The original scope has been expanded to accommodate additional needs since the initial proposal.
 - Hanke asked if the typography would still be done; Zmich concurred.
 - Hansen asked how the bids would be submitted. Zmich said Village owned was one project. The second was to combine what is found in the drainage studies to be quantified to address the issues found from the typography studies.
 - Hansen reiterated that the Council's intention was to solve the problem.
 - Lamott stated that once a plan is established to address the maintenance of the Storm Water...
 - Hanke stated that there were many vocal residents that asked for help, how do we know their concerns were properly addressed? Hanke asked for Fraser and our Communication team to make every effort to contact every affected resident to the best of our ability to ensure their concerns are heard.
 - Gordon mentioned that there was an area of concern that was not on the list to be addressed. Lamott agreed.
 - Erlich pointed out that there are some areas that are flooding even with mild rain.

- Responding to Erlich, Fraser mentioned that the culvert at Fourteen Mile and Evelyn court is in process. Fraser is working on it with ___ to get it cleaned out. Fraser stated that Fourteen Mile is a county road, and he is working with the Oakland County Water Resource Commission to address the issues.
- Lamott said we will keep pressure on the Road Commission to address this issue, especially before winter.
- Erlich and Hansen asked if there was anything the Village could do in the interim. Fraser said it was out of the Village Control due to private lots and a county road. The best we can do is keep on the pressure.
- Gordon suggested the affected, private residents may want to find a resolution on their own.
- Fraser suggested he and HRC will walk it and see if they can find a resolution.

a. Staffing Recommendation

- Fraser was delighted to report his selection of Susan Goldstrom to the position of Assistant Village Administrator. Goldstrom will handle the financial department of the Village Office.
- Plante Moran has determined that the Village is lacking in several processes within the financial department. Fraser suggested that he will be contracting Plante Moran, or the like, to work two (2) hours a month to perform certain tasks that are beyond the duties of the Village Office Staff.
- Doreen Martin is retiring at the end of the year and Goldstrom has strong, demonstrated skills to bridge the gap from a loss of experience when Martin retires at the end of the year.
- Fraser went in Lamott's stead to the Urban Deer Management Education Meeting at Farmington Hills. He will stay abreast of the evolving deer mitigation pursuits of our surrounding communities.
- Fraser informed the Council there is a seven (7) month wait time for generators. He will keep the Council posted.

b. Sidewalk Discussion

- Gordon met with Fraser with regarding the proposed completion of the sidewalk project. The Sidewalk will be laid in the next couple of weeks. The project is approaching completion by the end of November.

D. Clerk Report

Heather Mydloski, Village Clerk

- Reviewed submitted report
- Fraser advised the Council that Martin had cautioned that the public should not address the Boards directly as it could be construed as a conflict of interest.
- Hanke asked for clarity of cost for adding emails for all Boards and Commissions. Fraser defined the addition of was an additional monthly cost of \$50.00 per month for the addition.

E. Main Street Franklin Report

Meg Schubert, MSF/Economic Development Director

- Thanked all who participated in the Franklins Frenzy.

a. Grant Information Presentation by John Bry, Oakland County Supervisor of Local Business Development

- Genesis Grant Funding was obtained for Tangerine Wine for Franklin in the amount of \$2,500.00.
- Community Navigator Program that will provide five (5) liaisons to support Main Street Programs in Oakland County.
- November 27th, 2021 is Shop Small Saturday. The Village received marketing collateral and shopping bags to promote Main Street Shopping.

b. Main Street Agreement

(SEE BELOW)

F. Economic Development Report

Meg Schubert, MSF/Economic Development Director

a. Review of Business License Procedure

Schubert reviewed the submitted Building License Overview.

The Business License Regulation Pursuant to Chapter 810, Licenses in General, of the Code of Ordinances of the Village of Franklin

- No person shall conduct, operate, or carry any trade, business, or profession within the Village of Franklin without first obtaining a license therefore from the Village. Such licenses are for a one-year term and must be obtained or renewed annually.
- The license year shall begin December 1st and shall terminate at 11:59 p.m. on November 30th of the following year, provided, however, where licenses are issued after December 1, the license period shall begin from the date of issuance and shall terminate 11:59 p.m. on the following November 30th. The license fee shall be set by Village Council resolution.
- Upon receiving an application for a license or license renewal, the Village shall conduct any necessary inspection(s) of the premises to verify code and ordinance compliance and to ascertain whether the premises are in a safe, structurally sound, sanitary, and occupiable condition

- The annual fee for business licenses in the Village of Franklin is set at \$100.00 and a \$50.00 penalty for failure to renew with a 30-day grace period for all business licenses effective on and after December 1, 2021.

Administration of Business License

The administration process for business licenses has been modified this year. The Village recently implemented a certificate management software offered by BS&A to help issue and monitor all business licenses. This program allows for the Village to streamline the renewal process as well as schedule and track inspections.

G. Planning Commission Report

No one was present.

H. Diversity Equity & Inclusion Committee Report

David Sahli, Diversity Equity & Inclusion Committee Chairman

- Reviewed the Proposed Resident Communication Survey that was sent to the Council.
- Couf-Cohen will work with the DE&I Committee to develop a strategy for disseminating the survey to residents.
- Saenz expressed the survey feels intrusive to him. He also doesn't see a connection with the requested information and how we would improve communication within the Village. He did not feel it was prudent to request this information without a clear-cut reason it needs to be obtained by the Village.
- Sahli stated that ADA compliance on the website is something to consider around the questions being asked by the DE&I.
- Saenz offered to work with Sahli on the resident letter.

IX. UNFINISHED BUSINESS

A. Hubbell, Roth & Clark Connectivity Pathways Presentation

- Reviewed submitted report
- cross section shared path
 - geographic underneath to abridge existing soils. The proposed cost is \$78.00 per lineal foot and is based on a path constructed ten feet wide.
 - If this was the kind of path that was common in a local metro park? Zmich said it was.
 - The second proposed path is comprised of compacted stone at a cost of \$95.00 a lineal foot.
 - Burton stated that if the funding is obtained, it is mandatory that the pathway be 10 feet wide to accommodate a bicycle. The Village chooses to designate the path for foot traffic only then it can be a smaller width, but it will need to be ADA compliant (American Disabilities Act.)

- The Pathways must be designed and built around the Villages desired pathway use.
- Zmich suggested taking a boring sample of the soil content of the existing pathways in order properly build and design the pathways to the Village's desired specifications.
- Lamont wants to ensure the past retain the historic feel the village and the rustic aesthetic desired by village residents. Gordon asked about the primary design for sidewalks. Fraser interjected that there was not a council direction and that was needed to proceed.
- Burton's and Zmich will come back to the council in December with a report.

B. Discussion Community Ice Rink Installation

Erlich asked if it was too late to take this project on. Fraser responded it was not too late, but that time was of the essence.

Lamott thinks it's a great idea, but the last time it was constructed it was not maintained well.

Hanke stated he cannot commit to the maintenance of it as his work schedule did not permit him to oversee the project.

The Council agreed to let it go for now. They asked that it be put on the agenda earlier next year to allot enough time to develop a team to facilitate the request.

X. NEW BUSINESS

A. Consider Proposal from Johnson Landscaping for Streetscape Landscaping Additions along Meadow Drive

Saenz asked Fraser how the Village could justify spending Village monies on private property.

The Council agreed that the cost was necessary to keep in good faith with the modifications done because of the Streetscape.

Motion by Gordon, seconded by Hansen to approve to the Proposal from Johnson Landscaping for Streetscape Landscaping Additions along Meadow Drive as proposed.

AYES: Saenz, Hansen, Hanke, Erlich, Gordon, and Lamott

NAYS: None

ABSENT: Seltzer

B. Consider Village Emails for all Board Members and Commissioners

Council discussion on cost. The Clerk report was referenced to state the cost of adding all Board members and Commissioners was an additional \$50.00 per month.

Gordon and Lamott expressed concern with the emails being on our website as they may be laden with spam and open to infiltration without the right protections in place. Lamott will work with the Village IT provider.

C. Consider Main Street Agreement

Responding to Hansen, Schubert substantial there were no substantial changes to the agreement.

Lamott stated that he felt strongly that the two issues he raised, maintaining businesses, and attracting the right business to downtown Franklin.

Saenz and Gordon both agreed that business retention and recruitment were not within the scope of Main Street Franklin.

Hanke and Erlich suggested bringing the businesses up to date with such things as electrical and plumbing upgrades.

Fraser stated that with Schubert and a part-time Code Enforcement Officer on his team, the Village was better suited to address the issues at hand. He and Schubert would work with owners before being forced to use Code Enforcement.

Regarding the exterior appearance of downtown buildings, Hanke asked for clarity on how Fraser is addressing the issue. Fraser agrees with the Council's concern but reiterated that he wanted code enforcement to be a last resort.

Schubert interjected that the Economic Development was a separate issue and we needed to be strategic in how the issue is handled with the business owners.
Lamott wants to identify the properties that really need help and determine a course of action.

Motion by Gordon, Seconded by Hanke to approve the Main Street Agreement as presented.

AYES: Saenz, Hansen, Hanke, Erlich, Gordon, and Lamott

NAYS: None

ABSENT: Seltzer

Motion carried

D. Consider Appointment to the Village Fire Board of Appeals

Motion by Gordon, seconded by Hanke to appoint Brian Marx, Mike Brassfield, David Schmerin, David Goldberg, Shadia Martini and Peter Kelly to the Village Fire Board of Appeals to serve a two (2) year term.

AYES: Saenz, Hanke, Erlich, Gordon, and Lamott

NAYS: Hansen
ABSENT: Seltzer

5-1, motion carried

E. Consider the Scheduling of a Public Hearing for the Community Development Block Grant (CDBG Plan Year 2022)

Motion by Hansen, seconded by Gordon to approve the Scheduling of a Public Hearing for the Community Development Block Grant (CDBG Plan Year 2022) for Monday, December 13, 2021.

AYES: Saenz, Hanke, Erlich, Gordon, and Lamott
NAYS: Hansen
ABSENT: Seltzer

Motion carried

F. Consider Village Meeting Schedule for Calendar Year 2022

Motion by Gordon, seconded by Erlich to approve the Village Meeting Schedule for Calendar Year 2022 as presented.

AYES: Saenz, Hanke, Erlich, Gordon, and Lamott
NAYS: Hansen
ABSENT: Seltzer

Motion carried

G. Discussion on the Quality of Cellular Service in the Village

Lamott spoke of his plan to meet with an outside consultant.

Hanke stated that residents are not happy with any service in the Village.

Erlich asked what the process for cell phone tower placement was. Lamott clarified that the process was the vendors come in with an application for the use of the right of way and the Council approves it.

Rick David- 27201 WELLINGTON- When this issue was previously examined it was determined that if the Village were to build a cell tower; the service providers would then add their antenna.

Lamott agreed with David that the problem is we have a lot of forest and hills with a low density within the Village.

Daniel Rosenberg- 25335 DENNISON Circulated a petition by publishing it on the Nextdoor Social media platform and within hours 100 people responded that they want something done to improve the cell phone service within the Village. Rosenberg has T-Mobile and it is horrible. Hanke reminded the Council of many residents that are still working from home and require excellent cellular service. There are also safety issues that arise from poor cellular services in general.

Lamott reiterated that for the above reasons, the Council is meeting with an outside contractor to address these issues as they are not easy to understand. He also mentioned the possibility of the whole Village becoming a WIFI hotspot.

Erlich stated the Village needs to handle all resident concerns around the issues of cellular service with care and concern.

Lamott urged residents to call their carriers and not to underestimate the power a multitude of calls will achieve.

SKANDERUP, CYNTHIA - 32495 WING LAKE Agreed with Erlich to proceed with caution in working to correct the problem.

SAHLI, DAVID - 26172 MEADOW Stated it is worthwhile to be intentional with the health concerns and the cost of infrastructure. He urged the Council to be intentional on framing their investigation around the residents' stated concerns.

H. ADJOURNMENT

Motion by Lamott, seconded by Hansen to adjourn.

AYES: Saenz, Hansen, Hanke, Erlich, Gordon, and Lamott

NAYS: None

ABSENT: Seltzer

Motion carried

There being no further business, the meeting was adjourned at 9:38 PM.

William Lamott
Village Council President

Heather Mydloski
Village Clerk

VILLAGE OF FRANKLIN
OAKLAND COUNTY
MICHIGAN
FRANKLIN - BINGHAM FARMS POLICE DEPARTMENT

32311 FRANKLIN RD
FRANKLIN, MICHIGAN

DANIEL D. ROBERTS
Chief of Police

Telephone
(248) 626-9672

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MONTHLY REPORT
NOVEMBER 2021

CALLS FOR SERVICE

	<u>NUMBER</u>	<u>PERCENT</u>	<u>YEAR - TO - DATE</u>	<u>YEAR-TO DATE LAST YEAR</u>
BINGHAM FARMS w/S.A.D.	99	23%	1212	1001
FRANKLIN	106	25%	1555	1501
OTHER	12	3%	118	54
TRAFFIC STOPS ONLY	212	49%	2585	1982
TOTAL:	429	100%	5470	4538
 S.A.D. Only: S.A.D.=Special Assessment District	 35		 402	 346

WRITTEN COMPLAINTS

	<u>NUMBER</u>	<u>PERCENT</u>	<u>YEAR - TO - DATE</u>	<u>YEAR-TO DATE LAST YEAR</u>
BINGHAM FARMS	31	58%	298	183
FRANKLIN	16	30%	208	246
S.A.D./OTHER	6	12%	81	50
TOTAL:	53	100%	587	479

* (SAD= 5, Other= 1)

BREAKING AND ENTERING/HOME INVASION
RESIDENTIAL

	<u>THIS MONTH</u>	<u>YEAR - TO - DATE</u>
	1	1
	<u>THIS MONTH</u>	<u>YEAR - TO - DATE</u>
	<u>LAST YEAR</u>	<u>LAST YEAR</u>
	0	1

	<u>DATE</u>	<u>INCIDENT</u>	<u>ADDRESS</u>
BINGHAM FARMS	n/a	n/a	n/a
FRANKLIN	11/10/2021	21-5190	25301 Franklin Park Dr

COMMERCIAL

<u>THIS MONTH</u>	<u>YEAR - TO - DATE</u>
0	1
<u>THIS MONTH</u>	<u>YEAR - TO - DATE</u>
<u>LAST YEAR</u>	<u>LAST YEAR</u>
0	0

	<u>DATE</u>	<u>INCIDENT</u>	<u>ADDRESS</u>
BINGHAM FARMS	n/a	n/a	n/a
FRANKLIN	n/a	n/a	n/a
S.A.D.	n/a	n/a	n/a

ARRESTS

	<u>NUMBER</u>	<u>YEAR - TO - DATE</u>	<u>YEAR - TO - DATE 2020</u>
FELONIES	2	8	6
MISDEMEANORS	8	157	87

MISDEMEANOR INCIDENTS

	<u>DATE</u>	<u>INCIDENT</u>	<u>COMMENTS</u>
(A)=Arrest	11/1/2021	21-5046(B)	Larceny-Personal Property from Vehicle - LFA
(B)=Bingham Farms	11/1/2021	21-5052(B)	Vehicle Registration -Improper/Expired (A)
(F)=Franklin	11/3/2021	21-5077(B)	Larceny-Parts & Accessories from Vehicle - LFA
(S)=S.A.D.	11/7/2021	21-5142(B)	DWLS OPS License Suspended/Revoked (A)
(O)=Other	11/7/2021	21-5150(B)	DWLS OPS License Suspended/Revoked (A)
	11/10/2021	21-5194(F)	Fraud (Other)
	11/18/2021	21-5309(B)	Vehicle Registration -Improper/Expired (A)
	11/19/2021	21-5326(B)	DWLS OPS License Suspended/Revoked (A)
	11/22/2021	21-5356(B)	DWLS OPS License Suspended/Revoked (A)
	11/27/2021	21-5420(B)	Fraud (Other)
	11/27/2021	21-5424(B)	DWLS OPS License Suspended/Revoked (A)
	11/27/2021	21-5425(B)	OPS - Never Acquired - NOLEA (A)

FELONY INCIDENTS

	<u>DATE</u>	<u>INCIDENT</u>	<u>COMMENTS</u>
(A)=Arrest	11/6/2021	21-5128(F)	Fraud (Other)
(B)=Bingham Farms	11/10/2021	21-5190(F)	B&E-Burglary - No Forced Entry -Garage
(F)=Franklin	11/12/2021	21-5224(F)	Larceny (Other)
(S)=S.A.D.	11/23/2021	21-5375(B)	Felony Arrest Warrant - Other Jurisdiction
(O)=Other	11/27/2021	21-5426(O)	Felony Arrest Warrant (Originating Agency)

TRAFFIC CITATIONS:

	<u>NUMBER</u>	<u>PERCENT</u>	<u>YEAR - TO - DATE</u>	<u>LAST YEAR-TO-DATE</u>
BINGHAM FARMS/S.A.D.	92	60%	1085	775
FRANKLIN	61	40%	742	420
OTHER	0	0%	0	0
TOTAL:	153	100%	1827	1195

OTHER MATTERS

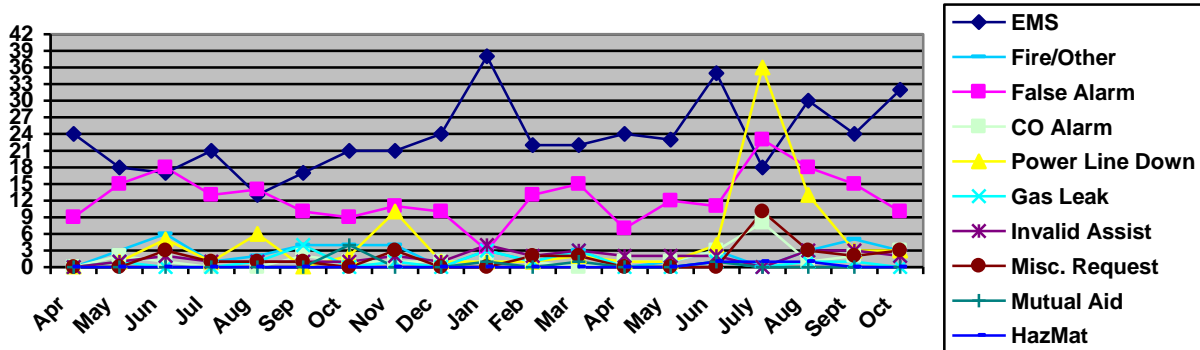
<u>DATE</u>	<u>INCIDENT</u>	<u>COMMENTS</u>
11/30/2021		Assistance provided to the Oakland County Sherriff's Department for the active shooter investigation at Oxford High School.

 12/8/21

Daniel D. Roberts, Chief of Police

To: The Board of Fire Commissioners
 From: Chief of Department Tony Averbuch
 Subject: Report for the 15 November 2021 Meeting

Past 18 Months Response Trends:



June Response Information (857):

INCIDENT TYPE	# INCIDENTS
118 - Trash or rubbish fire, contained	1
131 - Passenger vehicle fire	1
321 - EMS call, excluding vehicle accident with injury	27
322 - Motor vehicle accident with injuries	5
353 - Removal of victim(s) from stalled elevator	1
444 - Power line down	3
445 - Arcing, shorted electrical equipment	1
500 - Service Call, other	3
554 - Assist invalid	2
600 - Good intent call, other	1
611 - Dispatched & cancelled en route	4
651 - Smoke scare, odor of smoke	1
733 - Smoke detector activation due to malfunction	3
746 - Carbon monoxide detector activation, no CO	3

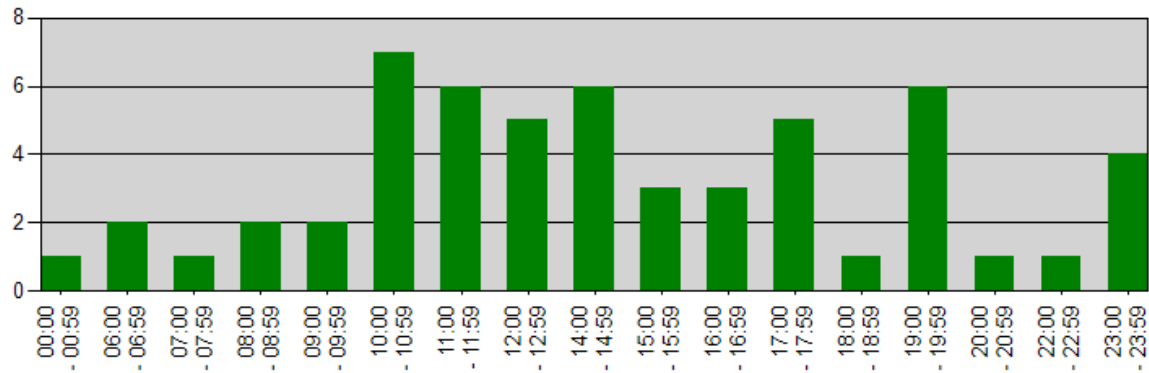
Incidents for Station 1:

56

Average response time for the month (72)

RESPONSE MODE	NUMBER of APPARATUS	AVERAGE RESPONSE TIME in MM:SS (Dispatch to Arrived)
Lights and Sirens	56	4:51
No Lights or Sirens	55	4:51
Total:	111	4:51

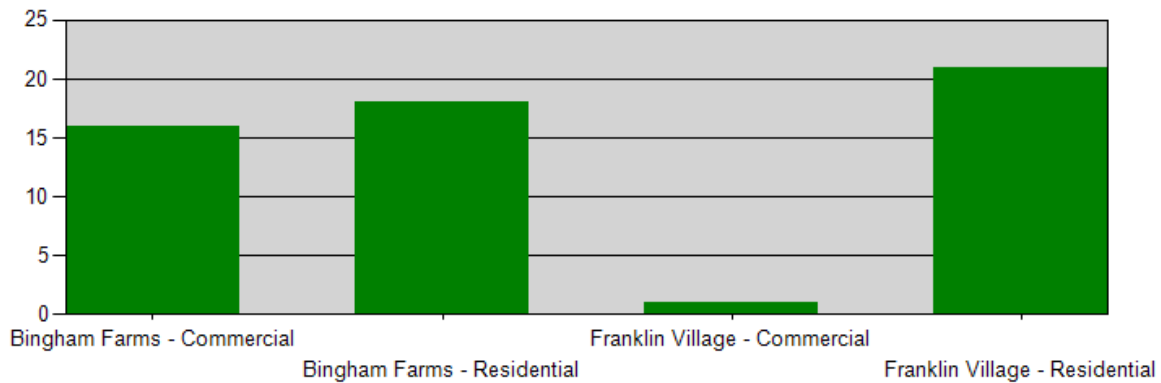
Incidents Calls by Hour (1010):



Top Ten Responders (YTD)(1512):

- | | |
|-----------------|-----------------|
| 1. LT Croyle | 6. FF Kolar |
| 2. LT Johnson | 7. FF Stefancin |
| 3. CAPT Kelly | 8. FF Johnson |
| 4. FF Longworth | 9. FF Rubin |
| 5. FF Kelly | 10. LT Buck |

Village Zone Responses for the Previous Month (1285)



False alarms that have occurred during the month (1692):

Incident Date	Incident #	Address	Zone	Custom Questions
600 - Good intent call, other (not billable)				
10/03/2021	2021-21508	32517 W Haverford DR Franklin, MI 48025	Franklin Village - Residential	Was this alarm caused by contractors?: N/A
611 - Dispatched & cancelled en route (not billable)				
10/15/2021	2021-21536	24005 W Thirteen Mile RD Bingham Farms, MI 480254802	Bingham Farms - Commercial	Was this alarm caused by contractors?: Unknown
10/23/2021	2021-21544	23670 Woodlynn Bingham Farms, MI 480254802	Bingham Farms - Residential	Was this alarm caused by contractors?: No

10/27/2021	2021-2153	26801 Captains LN Franklin, MI 48025	Franklin Village - Residential	Was this alarm caused by contractors?: Unknown
651 - Smoke scare, odor of smoke (not billable)				
10/27/2021	2021-21554	26662 Scenic DR Franklin, MI 48025	Franklin Village - Residential	Was this alarm caused by contractors?: No
733 - Smoke detector activation due to malfunction (billable)				
10/04/2021	2021-21511	24005 W 13 Mile Bingham Farms, MI 480254802	Bingham Farms - Commercial	Was this alarm caused by contractors?: Yes
10/04/2021	2021-21513	31100 Telegraph Bingham Farms, MI 480254802	Bingham Farms - Commercial	Was this alarm caused by contractors?: Yes
10/14/2021	2021-21535	30650 Rosemond DR Franklin, MI 48025	Franklin Village - Residential	Was this alarm caused by contractors?: Yes
746 - Carbon monoxide detector activation, no CO (not billable)				
10/04/2021	2021-21514	26300 Evelyn Franklin, MI 480254802	Franklin Village - Residential	Was this alarm caused by contractors?: N/A
10/07/2021	2021-21521	26450 Carol AVE Franklin, MI 48025	Franklin Village - Residential	Was this alarm caused by contractors?: No
10/28/2021	2021-21557	24815 W Thirteen Mile Franklin, MI 480254802	Bingham Farms - Residential	Was this alarm caused by contractors?: N/A

Village of Franklin
Regular Council Meeting
December 13, 2021
Report of the Village Treasurer

1. Good evening Trustees and President. Please accept my written report in my capacity as the Village Treasurer.
2. The Bills List Report for this month totals \$527,936.90.
3. The amounts on the Bills List are consistent with normal monthly spending. The expenditures are generally consistent with the new 2021-22 budget.
4. The Bills List for this month includes a large entry of \$261,092.20 for Progress Payment #8 paid to Asphalt Specialists, Inc.
5. The Village has sufficient funds to meet its current and anticipated obligations.
6. The list of account balances in your package is as of December 1, 2021 held at Level One Bank.
7. The balances held in interest bearing insured CD's held at Multi Bank Securities, Inc., is included in the consolidated report.
8. Any Questions?

12/09/2021

CHECK REGISTER FOR VILLAGE OF FRANKLIN
CHECK DATE FROM 11/09/2021 - 12/09/2021

Check Date	Check	Vendor Name	Description	Amount
Bank GEN GEN FUND CHECKING				
11/10/2021	286(E)	WEX BANK	FUEL PURCHASES OCT	832.88
11/19/2021	287(E)	ADP	PAYROLL FEES 11/10/2021	59.24
			PAYROLL FEES 11/10/2021	79.00
				138.24
11/19/2021	288(E)	BP PRODUCTS NORTH AMERICA	FUEL CHARGES 10/14-11/13/2021	537.87
11/19/2021	289(E)	POINT & PAY	MONTHLY SET UP FEE	50.00
11/19/2021	290(E)	QUADIENT INC	POSTAGE	200.00
11/24/2021	291(E)	BP PRODUCTS NORTH AMERICA	POLICE VEHICLE FUEL	447.43
11/24/2021	292(E)	WEX BANK	WEX 10/15/21-11/9/21	1,220.91
11/29/2021	293(E)	MERS	MERS OCTOBER 2021	35,236.76
12/09/2021	302(E)	WEX BANK	FUEL PURCHASES-PD NOV 2021	697.88
11/10/2021	33067	WILLIAM DINNAN	PLAN REVIEW & BLDG INSP OCT 2021	3,500.00 V
11/10/2021	33068	WILLIAM DINNAN	PLAN REVIEW & BLDG INSP OCT 2021	4,700.00
11/10/2021	33069	ASPHALT SPECIALISTS INC	CONSTRUCTION ESTIMATE #8	261,092.20
11/10/2021	33070	AT & T	SEPT 29- OCT 28, 2021	51.68
			SEPT 29- OCT 28, 2021	507.87
				559.55
11/10/2021	33071	CENTURYLINK	LONG DISTANCE	4.76
11/10/2021	33072	CONSUMERS ENERGY	SEPT 21- OCT 19, 2021	38.75
11/10/2021	33073	DTE	ELECTRIC CHARGES	124.80
11/10/2021	33074	ENTERPRISE COMPUTER SOLUTIONS, INC	WEBROOT SECURE ANYWHERE PROTECTION	174.00
11/10/2021	33075	FRANKLIN AUTO SERVICE LLC	AUTO REPAIRS	133.60
11/10/2021	33076	GALLS LLC	FIREARM PARTS	58.23
11/10/2021	33077	HEATHER MYDLOSKI LLC	MONITORING AND CONTENT RESEARCH	500.00
11/10/2021	33078	HUBBELL, ROTH & CLARK, INC	25741 RIVER DR STUDY PLAN REVIEW	74.20
			VILLAGE WIDE WATER STUDY 2020	1,402.64
			2021 DRAINAGE STUDIES	927.76
			2021 DRAINAGE STUDIES TOPOGRAPHICAL SUR	5,934.63
			BASE DRAWINGS FOR PARK PROPERTIES	329.25
			HAZARD MITIGATION GRANT PROGRAM	1,331.00
			FRANKLIN BOND PROJECT 2017/2018	96.72
				10,096.20

11/10/2021	33079	KAREN COUF COHEN PUBLIC RELATIONS	RETAINED SERVICES	2,500.00
11/10/2021	33080	MCKENNA ASSOCIATES	PLANNING & ZONING SERVICES	1,445.00
11/10/2021	33081	MICHIGAN ASSN. OF MUNIC CLERKS	H. MYDLOSKI 2021 MEMBERSHIP	60.00
11/10/2021	33082	SOCRRA	25925 ROMANY HHW & UEE	30.00
11/10/2021	33083	THOMSON REUTERS - WEST	ONLINE/ SOFTWARE SUBSCRIPTIONS	281.39
11/19/2021	33084	ABSOPURE WATER	SPRING WATER	19.00
			SPRING WATER	24.85
				<hr/> <hr/> 43.85
11/19/2021	33085	ARROW OFFICE SUPPLY CO.	TONER, PAPER, PENS	155.20
			PAPER TOWELS & PAPER	107.44
				<hr/> <hr/> 262.64
11/19/2021	33086	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTH INSURANCE	16,757.28
			HEALTH INSURANCE	836.51
				<hr/> <hr/> 17,593.79
11/19/2021	33087	BS&A SOFTWARE	BLDG DEPT SYSTEM SET-UP	1,250.00
11/19/2021	33088	CCAP AUTO LEASE LTD	NOVEMBER STATEMENT	349.00
11/19/2021	33089	COMCAST	POLICE DEPT INTERNET	124.19
11/19/2021	33090	GFL	POLICE DEPT PICK UP	25.43
			RESIDENTIAL PICK UP	14,828.90
				<hr/> <hr/> 14,854.33
11/19/2021	33091	GREAT LAKES INTERNET AND CONSULTING	POS- BLDG & TAXES SET-UP	300.00
11/19/2021	33092	GUARDIAN INSURANCE	DENTAL DECEMBER 2021	1,439.89
11/19/2021	33093	ICMA	EMPLOYEE/EMPLOYER CONTRIBUTIONS	9,840.32
11/19/2021	33094	MICHIGAN EDUCATION SAVINGS PROGRAM	EMPLOYEE/EMPLOYER CONTRIBUTIONS	976.16
11/19/2021	33095	NOWAK & FRAUS ENGINEERS	STREETSCAPE - FRANKLIN ROAD	20,553.00
11/19/2021	33096	OBSERVER & ECCENTRIC, INC.	ZBA & ORDINANCE MEETING	206.34
11/19/2021	33097	SAVATREE, LLC	TREE CONSULT- 26741 CRESTWOOD	225.00
11/19/2021	33098	VIGILANTE SECURITY, INC.	CAMERAS & CCTV INSTALLATION	919.00
11/22/2021	33099	MICHIGAN MUNICIPAL EXECUTIVES	R. FRASER MEMBERSHIP 2021	145.00
11/24/2021	33100	ARROW OFFICE SUPPLY CO.	FOLDERS, KEYBOARD, TISSUE, TRAYS	229.93
11/24/2021	33101	BASIC	MONTHLY HRA ADMIN FEE - NOV 2021	68.00
11/24/2021	33102	CINTAS CORPORATION	MATS PUBLIC SAFETY	68.47
11/24/2021	33103	COMCAST	SERVICES 11/27/21 THRU 12/26/21	345.56

11/24/2021	33104	CONNIE FOLK	HDC, PLANNING, ZBA MINUTES	195.00
11/24/2021	33105	GFL	RESIDENTIAL HAND PICK UP	14,828.90
11/24/2021	33106	GREAT LAKES INTERNET AND CONSULTING	EPSON ES-200, USB HUBS, POWER ADAPTOR SET UP SUSAN'S COMPUTER & VPN, SCANNER F	253.21 <u>300.00</u>
				553.21
11/24/2021	33107	ICMA	EMPLOYEE/MPLOYER CONTRIBUTION	1,134.73
11/24/2021	33108	LEADER BUSINESS	COPIER METER	135.23
11/24/2021	33109	MICHIGAN MUNICIPAL LEAGUE	AD - FULL-TIME POLICE OFFICER AD - PART-TIME CLERK	330.00 <u>320.88</u>
				650.88
11/24/2021	33110	MILLIMAN, INC	24-MONTH GASB 75 & GASB 74 TOOL	3,150.00
11/24/2021	33111	OAKLAND CNTY ASSOC POLICE CHEIFS	2022 DUES	30.00
11/24/2021	33112	OFFICE DEPOT	2022 PLANNER, DESK PAD	63.17
11/24/2021	33113	ORKIN PEST CONTROL	PEST CONTROL STANDARD	168.00
11/24/2021	33114	ROAD COMMISSION FOR OAKLAND COUNTY	SIGNAL MAINTENANCE	389.35
11/24/2021	33115	STANDARD INSURANCE COMPANY RC	LIFE INSURANCE PREMIUMS	617.72
11/24/2021	33116	VERIZON WIRELESS	11/13/2021 - 12/12/2021 SERVICE	108.34
11/29/2021	33117	NEXOBY	VILLAGE PHONES	900.50
12/09/2021	33118			V
12/09/2021	33119	ARROW OFFICE SUPPLY CO.	OFFICE SUPPLIES-DESK RACK	29.28
12/09/2021	33120	AT & T	COMMUNICATION CHARGES NOVEMBER 2021 COMMUNICATION EXPENSES NOVEMBER 2021	48.67 <u>360.85</u>
				409.52
12/09/2021	33121	BEIER HOWLETT PC	PROFESSIONAL SERVICES THRU NOVEMBER 2021	2,582.25
12/09/2021	33122	BLUE360 MEDIA/LB413164	MI PENAL CODE HANDBOOKS	76.75
12/09/2021	33123	CHARTER TWP OF BLOOMFIELD	LOCK UP (C BUEGER) DISPATCH AND LOCK UP CONTRACT	75.00 <u>4,208.33</u>
				4,283.33
12/09/2021	33124	CITY OF FARMINGTON HILLS	FIREARMS RANGE EXPENSE	195.10
12/09/2021	33125	COMCAST CABLE	SERVICES FROM 12/5/2021 TO 01/04/2022	326.11
12/09/2021	33126	COMMAND OFFICERS ASSN OF MICHIGAN	UNION DUES DECEMBER 2021	195.60
12/09/2021	33127	CONNIE FOLK	MINUTES RECORDING 10-10-21	82.50
12/09/2021	33128	CONSUMERS ENERGY	BROUGHTON HOUSE 10/20/21-11/18/21	163.91

12/09/2021	33129	DAVID R DEMUYT	BD Bond Refund	200.00
			BD Bond Refund	<u>200.00</u>
				400.00
12/09/2021	33130	DOREEN MARTIN	REIMBURSE: MAILCHIMP, ZOOM, OFFICE SUPPL	189.86
12/09/2021	33131	DTE	ELECTRICITY-VILLAGE HALL	192.47
			STREET LIGHTS 10/28/21-11/29/21	45.04
			ELECTRICITY PD 10/28/21-11/29/21	<u>579.32</u>
				816.83
12/09/2021	33132	ENKO BUILDERS	BD Bond Refund	1,500.00
12/09/2021	33133	ENKO BUILDERS INC	BD Bond Refund	2,000.00
12/09/2021	33134	FARZAD, SAMIE	BD Bond Refund	200.00
12/09/2021	33135	FIDELITY SECURITY LIFE INS CO	VISION INSURANCE- DECEMBER 2021	323.13
12/09/2021	33136	GLASS LAW GROUP PA	PROFESSIONAL SERVICES 10/1/21 TO 10/31/2	1,020.00
12/09/2021	33137	GREAT LAKES INTERNET AND CONSULTING	DOMAIN HOSTING/EMAIL/DNS	50.00
12/09/2021	33138	HEATHER MYDLOSKI LLC	MONITORING AND CONTENT RESEARCH	500.00
12/09/2021	33139	HUBBELL, ROTH & CLARK, INC	27281 OVID CT SITE PLAN REVIEW - CULVERT	364.46
			2021 DRAINAGE STUDIES FLOODING INVESTIGA	545.24
			2021 DRAINAGE STUDIES FLOODING INVESTIGA	674.71
			CRESTWOOD & 13 MILE ROADINTERSECTION INV	7,600.74
			VILLAGE WALKING TRAILS COMMUNITY PROJECT	1,060.03
			VILLAGE WALKING TRAILS COMMUNITY PROJECT	408.93
			VILLAGE WIDE WATER STUDY AND REPORT 2020	909.11
			MS4 PERMIT ASSISTANCE	129.35
			PROJECT 20160091.24 GENERAL ENGINEERING	43.10
			FRANKLIN ROAD BOND PROJECT 2017-2018 FOL	897.76
			VILLAGE WIDE WATER STUDY AND REPORT 2020	308.00
			VILLAGE WALKING TRAILS COMMUNITY PROJECT	152.31
			CRESTWOOD & 13 MILE RD INTERSECTION INVE	461.71
			CRESTWOOD & 13 MILE RD INTERSECTION INVE	969.84
			2021 DRAINAGE STUDIES FLOODING INVESTIGA	<u>922.14</u>
				15,447.43
12/09/2021	33140	HUBBELL, ROTH & CLARK, INC	PREP AND COST EST FOR HAZARD MITIGATION	820.22
			25741 RIVER DRIVE STUDY PLAN REVIEW	<u>1,358.78</u>
				2,179.00
12/09/2021	33141	ICMA	EMPLOYEE/EMPLOYER CONTRIBUTIONS	1,221.48

12/09/2021	33142	JERRY L HOBSON	MECHANICAL & PLUMBING INSPECTIONS NOVEMB	1,075.21
12/09/2021	33143	JOHNSON LANDSCAPING, INC	LAWN CARE PER CONTRACT	920.00
			ROADWAY PLOWING & SALTING, LAWN CARE PER	7,020.00
				7,940.00
12/09/2021	33144	K & M LEASING	CANON IR-C5535I LEASE	171.00
			COPIES	79.00
				250.00
12/09/2021	33145	KAREN COUF COHEN PUBLIC RELATIONS	RETAINED SERVICES - PUBLIC RELATIONS NOV	2,500.00
12/09/2021	33146	MICHIGAN EDUCATION SAVINGS PROGRAM	EMPLOYEE/EMPLOYER CONTRIBUTIONS	976.16
12/09/2021	33147	MJ AWARDS	PLAQUE	130.00
12/09/2021	33148	NEXOBY	VILLAGE PHONES	282.33
12/09/2021	33149	NMS	ARREST - DRUG PANEL	383.00
12/09/2021	33150	NOWAK & FRAUS ENGINEERS	STREETSCAPE PROJECT - NOV 2021	18,835.50
12/09/2021	33151	OAKLAND COUNTY CLERKS ASSOCIATION	CLERK'S WINTER QUARTERLY MEETING	35.00
12/09/2021	33152	OFFICE DEPOT	OFFICE SUPPLIES	139.43
			TISSUE, PAPER TOWELS, CLEANER	74.12
				213.55
12/09/2021	33153	OWEN TREE SERVICE	INSPECT WALNUT TREE - FRANKLIN & WELLING	375.00
12/09/2021	33154	PERFECT CLEANERS OF DETROIT INC.	UNIFORM CLEANING NOV 2021	36.50
12/09/2021	33155	PLANTE & MORAN, PLLC	PROFESSIONAL SERVICES: 2021 AUDIT PREP;	13,965.00
			PROFESSIONAL SERVICES: 2021 AUDIT PREP,	6,640.00
			PROFESSIONAL SERVICES: 2021 AUDIT, INVOI	6,320.00
				26,925.00
12/09/2021	33156	POLICE OFFICERS ASSOCIATION	UNION DUES DECEMBER 2021	451.40
12/09/2021	33157	REYNOLDS WATER CONDITIONING CO	SALT	61.35
12/09/2021	33158	RON SHELTON	ELECTRICAL INSPECTIONS - NOVEMBER 2021	545.83
12/09/2021	33159	SOCRRA	HHW AND UEE	240.00
			HHW & UEE 11-12-21	30.00
				270.00
12/09/2021	33160	SUNSET MAINTENANCE LLC	JANITORIAL SERVICES NOV 2021	1,084.00

			JANITORIAL SERVICES PD	<u>275.00</u>
				1,359.00
12/09/2021	33161	TEMPLETON BUILDING COMPANY	BD Bond Refund	200.00
			BD Bond Refund	<u>200.00</u>
				400.00
12/09/2021	33162	THOMSON REUTERS - WEST	ONLINE SOFTWARE SUBSCRIPTION	281.39
12/09/2021	33163	VIGILANTE SECURITY, INC.	CCTV INSTALL-VILLAGE HALL; CAMERA INSTAL	12,062.41
12/09/2021	33164	WALNUT LAKE ACE HARDWARE	HEATER W/THRM TOWER 23"	59.99
12/09/2021	33165	WATER RESOURCES COMMISSIONER	COMMERCIAL SOIL EROSION CLASS 2 INSPECT	196.25
12/09/2021	33166	WILLIAM DINNAN	PLAN REVIEWS & BLDG INSPECTIONS NOV 2021	<u>4,220.00</u>
GEN TOTALS:				
Total of 109 Checks:				531,436.90
Less 2 Void Checks:				<u>3,500.00</u>
Total of 107 Disbursements:				527,936.90



32325 Franklin Road, Franklin, Michigan 48025

FAX: (248) 626-0538

(248) 626-9666

www.franklin.mi.us

NOTICE OF PUBLIC HEARING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

**VILLAGE OF FRANKLIN
OAKLAND COUNTY
MICHIGAN**

NOTICE IS HEREBY GIVEN that the Village of Franklin will hold a public hearing on the use of Community Development Block Grant Funds. The Hearing will be held on December 13, 2021, at 7:00 pm to hear public comments on the CDBG Program Year 2022 application in the amount of \$7,000 to fund eligible projects. All interested citizens are requested to attend the hearing.

The hearing will be held during the regularly scheduled meeting of the Village Council on December 13, 2021, at 7:00 p.m., held at the Village Hall, located at 32325 Franklin Road, Franklin, MI 48025.

Arrangements to reasonably accommodate special needs, including handicap accessibility or interpreter, will be made upon receiving 72-hour notice. Contact Village Clerk, Heather Mydloski at 248-626-9666 for special services.

**Heather Mydloski
Village Clerk**

Posted: November 10, 2021

Published: Observer Eccentric Newspaper, Sunday November 21, 2021.

**AGREEMENT BETWEEN THE VILLAGE OF FRANKLIN
AND JOHNSON LANDSCAPING, INC.**

THIS AGREEMENT made this 7th day of December, 2021, by and between the **VILLAGE OF FRANKLIN**, whose address is 32325 Franklin Road, Franklin, Michigan 48025 (hereinafter referred to as the “Village”) and **JOHNSON LANDSCAPING, INC.** whose address is 30435 South Greenbriar, Franklin, MI 48025 (hereinafter referred to as the “Contractor”), to-wit:

1. With maintaining adequate staffing and equipment, the Contractor shall utilize its best efforts to carry out and perform complete snow and ice removal services including plowing, application of de-icing agents and other services as provided in the Scope of Work attached hereto as Exhibit A (collectively, the “Services”).

2. Payment for the Services rendered under this Agreement during the period from November 15, 2021 to April 30, 2022 (the “Season”) shall be made in the following manner: the Village shall pay a seasonal service base rate of \$56,500 in four equal monthly installments each in the amount of \$14,125 commencing on December 15, 2021, and thereafter on January 15, 2022, February 15, 2022, and March 15, 2022. In addition, if the Services provided by the Contractor exceed 250 hours for the Season, the Contractor shall submit detailed invoices to the Village in accordance with the Rate Sheet attached hereto as Exhibit B (the “Rate Sheet”) to obtain compensation for Services during the Season in excess of 250 hours (the “Excess Services”). For any (a) Excess Services or (b) Services performed by Contractor outside of the Season, but during the Initial Term (as defined below), the Contractor shall submit detailed invoices to the Village in accordance with the Rate Sheet (each invoice, an “Excess Invoice”). The Village shall pay each Excess Invoice within thirty (30) days of receipt of such Excess Invoice.

3. The name, e-mail address, and phone number of the contact person at the Contractor’s office are set forth as follows: Gerald Johnson of Johnson Landscaping, Inc., jerry@jlincpro.com, and (248) 645-0460.

Written notices regarding this Agreement shall be addressed to the following:

Village: Village of Franklin
32325 Franklin Road
Franklin, Michigan 48025
Attn: Village Administrator

Contractor: Johnson Landscaping, Inc.
30435 South Greenbriar
Franklin, MI 48025
Attn: Gerald Johnson

4. This Agreement shall commence as of November 15, 2021 and shall continue thereafter until November 14, 2022 (the “Initial Term”) and shall automatically renew for

successive annual terms (each, a “Renewal Period”), which shall begin on November 15 of the applicable year (the Initial Term, together with any Renewal Periods, the “Term”) unless either party provides ninety (90) days’ written notice prior to November 15 of such Renewal Period. The pricing for any Services performed by Contractor during a Renewal Period shall not be governed by Section 2 of this Agreement or the Rate Sheet, but shall be subject to negotiation by the parties at the time of such renewal. The Village and the Contractor shall each have the right to unilaterally terminate this Agreement on thirty (30) days’ written notice. In the event of termination, the Contractor shall receive compensation for Services rendered on or before the date the termination takes effect.

5. The Contractor and the Village agree that the Contractor is acting as an independent contractor with respect to the Contractor's role in providing the Services to the Village pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the Village. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the Village nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the Village, or be deemed an employee of the Village for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the Village.

6. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform the Services in accordance with and in full compliance with all local, state and federal laws and regulations.

7. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

8. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the Village. Any attempt at assignment without prior written consent shall be void and of no effect.

9. The Contractor shall render the Services in a safe, competent and efficient manner. The Contractor shall be responsible for the repair of any property damaged by snow plows, deicing agents or any other equipment used by Contractor. Damaged mail boxes must be temporarily set up within 24 hours in order to receive mail and permanently repaired in the spring.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the Village of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the Village with periodic status reports concerning all such claims or suits, at intervals established by the Village.

11. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the Village, its elected and appointed officials, and employees against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village, its elected and appointed officials, and employees, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with any act or omission of the Contractor directly resulting from the Services to the extent permitted by law. The responsibility of the Contractor pursuant to this Section 11 shall not be construed as liability for damage caused by or resulting from any direct act or omission, gross negligence or willful misconduct of the Village or any elected or appointed officials, employees, volunteers or others working on behalf of the Village.

12. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL THE CONTRACTOR BE LIABLE TO THE VILLAGE OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED TWO (2) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS CREATING A WARRANTY ON BEHALF OF THE CONTRACTOR. ALL WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

13. The Contractor shall obtain the insurance required by this Section 13. All certificates of insurance shall be with insurance carriers licensed and authorized to do business in the State of Michigan. All coverages shall be with insurance carriers reasonably acceptable to the Village. The Contractor shall maintain during the Term of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. Workers' Compensation Insurance: Contractor shall procure and maintain during the Term of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the Term of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. 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; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability Insurance: Contractor shall procure and maintain during the Term of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$ 1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: The Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The Village including all elected and appointed officials, all employees, all boards, commissions and/or authorities and board members. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from Contractor under this Section.
- E. Professional Liability Insurance: If Professional Liability Insurance is available, Professional Liability Insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- F. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, Professional Liability Insurance and Motor Vehicle Liability Insurance as described above, shall include an

endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Village Administrator.

G. Proof of Insurance Coverage: Contractor shall provide the Village within thirty (30) days following the date the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the Village, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;

H. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the Village at least (10) days prior to the expiration date. If Contractor fails to perform its obligations hereunder, the Village may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

14. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 46th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be conducted according to Michigan's Uniform Arbitration Act and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 46th District Court.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

VILLAGE OF FRANKLIN

By: _____
Roger Fraser, Village Administrator

JOHNSON LANDSCAPING, INC.

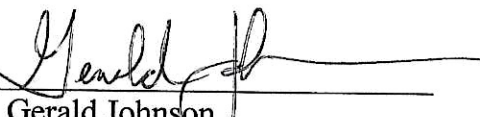
By:  _____
Gerald Johnson
Its: Authorized Signatory

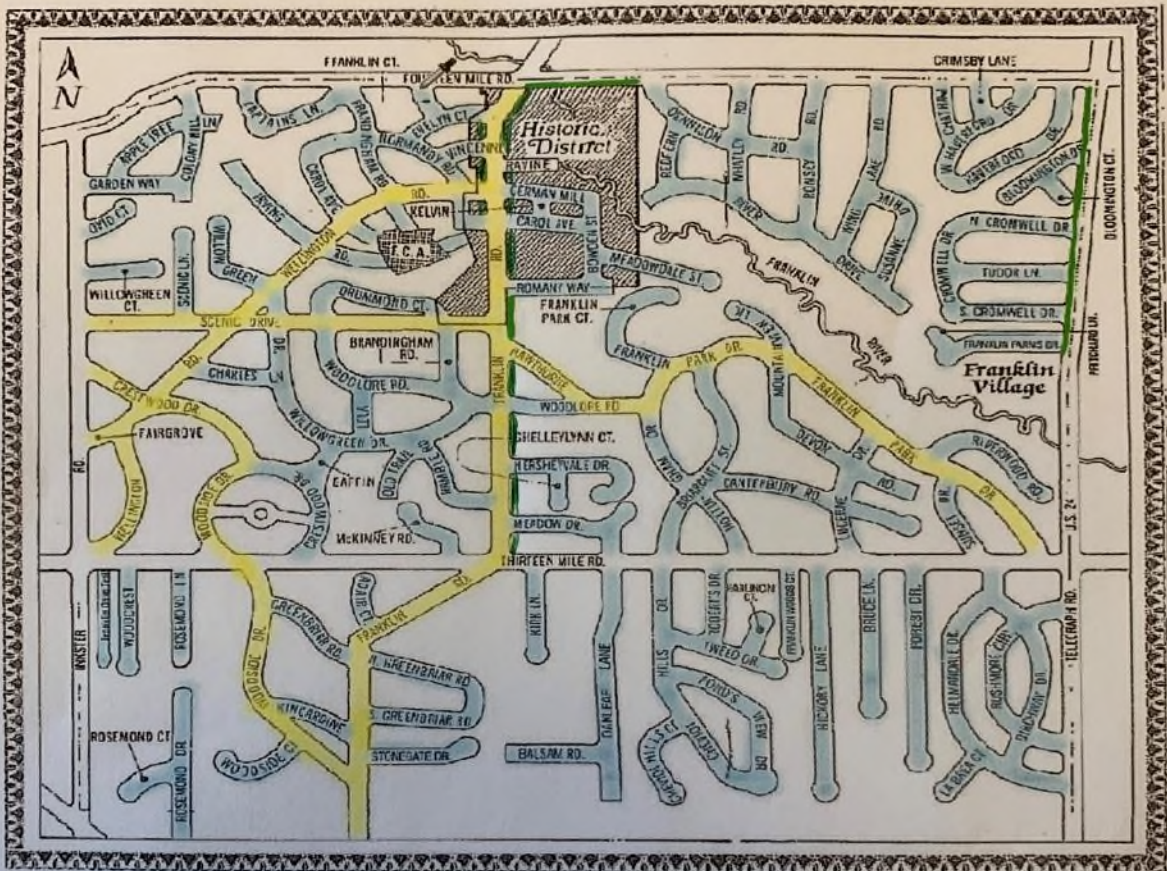
EXHIBIT A - SCOPE OF WORK AND OBLIGATIONS

- Contractor shall provide snow removal and salting services for the parking lot jointly used by the Village Office and Police Department.
- Contractor shall provide salting services for the Franklin Community Church parking lot at 26425 Wellington, Franklin, MI 48025; provided, however that such salting services will only be provided when the lot has been cleared of snow.
- Consistent with the map shown below:
- Contractor shall plow all roads (marked on map), hills and curves when snow depth reaches one inch or more if the temperature is over 20 degrees or one-half inch when temperature is under 20 degrees; the Village reserves the right to change the depth of snow requiring plowing.
- Franklin Road is considered a top priority; other roads to be plowed and salted after Franklin Road is cleared.
- Franklin Road to be cleared shoulder to shoulder; other roads to be cleared road edge to road edge.
- Secondary roads will be plowed when snow depth reaches two inches.
- Village maintained sidewalks will be cleared of snow after roads are serviced.
- **Thirteen Mile, Fourteen Mile, Telegraph and Inkster are not part of the Village street network and are not within the scope of this proposal.**
- Salt and/or de-icing agents will be applied only when it is effective and not in lieu of plowing.
- Access to the Police and Fire Departments to be maintained at all times.
- Contractor shall be responsible for the generation of its own snow plow route; however main roads identified on an attached map shall be cleared first and given higher priority in terms of service.
- Contractor shall maintain sufficient equipment to ensure that the service can be consistently maintained throughout the winter season.
- Contractor shall be solely responsible for all maintenance, fuel, blades, equipment, labor, insurance and repairs.
- The Village contracts with the Road Commission at Oakland County for salt, and the Contractor will be responsible for picking up salt at the Franklin Road and American

Drive facility in Southfield, knowing what hours the facility is open to collect salt, and complying with the RCOG rules and regulations.

- Contractor's employees shall be appropriately licensed by the State of Michigan.
- Contractor's equipment shall be validly licensed by the State of Michigan and clearly identified with the company identification markings.
- Contractor shall provide monthly entries that itemize the work performed by date and detailing hours, equipment and operators used.
- Contractor shall employ an experienced supervisor or foreman to direct the activities of the Contractor's employees.
- Contractor shall use commercially reasonable efforts to comply with all Village requests within twenty-four (24) hours of being notified.
- Contractor shall use commercially reasonable efforts to reply to each communication from the Franklin Police Department or Village administrative staff regarding requests related to performing the Services within **one (1) hour** of such communication and shall use commercially reasonable efforts to respond to the location of such request with the appropriate equipment in operating order within **two (2) hours** of being contacted by the Franklin Police Department or Village administrative staff or such other time period as agreed to by the Contractor and the Franklin Police Department or Village administrative staff, as applicable.
- Contractor shall inform Police Dispatch when it arrives at the location of a Services request and check with the officer on duty when it has finished addressing such request.
- In the case of major snow accumulation, the Contractor shall provide on-going services after the storm has concluded to make sure that all roads are cleared of snow, subject to any breaks required for switching drivers and equipment and any restrictions on drivers and driving time as required by applicable law.
- Contractor shall have the following equipment to be used:
 - One (1) five cubic yard dump truck with an underbelly blade;
 - One (1) dump truck with a snowplow;
 - Salt spreading equipment for the two plow trucks;
 - One (1) back-up truck that can be equipped with a snow plow or salt spreader;
 - 10 tons of storage for salt for emergencies or when the RCOG facility is closed and a loader to move salt into vehicles; and

- Equipment to remove snow from sidewalks:
 - Minimum equipment for sidewalk clearing is a two stage snow blower
 - Preferred equipment for sidewalk clearing is a vehicle with a snowplow or sweeper capable of clearing 4', 5' or 6' sidewalks
- Each heavy duty commercial grade vehicle used by the Contractor shall have a USDOT number assigned to, and clearly display on, such vehicle as required by applicable law.
- All Contractor employees must have either a chauffeur's license or a CDL appropriate for the vehicle they are driving.



■ = Main Roads

■ = Sidewalks

■ = Secondary Roads

EXHIBIT B - RATE SHEET

The following rates billed per month shall apply during the Initial Term of this

Agreement:

1. Five cubic yard dump truck with underbelly blade and salt spreader Hourly rate for equipment and operator

\$210.00/per hour

2. Dump truck with snow plow and salt spreader
Hourly rate for equipment and operator

\$210.00/per hour

3. Back-up truck with snow plow and salt spreader
Please provide description of back-up vehicle

Pick-up w/plow

Hourly rate for equipment and operator

\$170.00/per hour

4. Sidewalk snow removal equipment

Please provide description of sidewalk snow removal equipment

Sidewalk Tractor w/plow

Hourly rate for equipment and operator

\$85.00/per hour

5. Other snow plowing equipment-please attach a list and hourly rate

Loader w/plow-Box Blade

\$190.00/per hour

Dump truck snow loading hauling

\$155.00/per hour



32325 Franklin Road, Franklin, Michigan 48025

FAX: (248) 626-0538

(248) 626-9666

www.franklin.mi.us

PROCLAMATION

WHEREAS Doreen A. Martin has served the Village of Franklin in the Administrative Offices since March of 2019, and

WHEREAS Doreen Martin has many years of work experience in Michigan local government and is a certified municipal clerk, and

WHEREAS Doreen Martin, for those who work with her, is a virtual walking, talking library of information about regulations, procedures, and policies related to Michigan local government and the Village of Franklin, and

WHEREAS Doreen was first hired by the Village as the Building Clerk, she also served as Deputy Village Clerk and, in November of 2020 was appointed Office Manager, and

WHEREAS during her tenure with the Village Doreen Martin has many noteworthy accomplishments that include the following:

- With innate leadership skills created an atmosphere of competence and concern for residents, welcoming them to the Village Offices and assuring their needs are addressed.
- Developed an online payment system providing improved access for contractors using the Building Department and for residents and others making payments to the Village.
- Developed an automated system using B.S.&A. software to properly and efficiently manage payments received.
- Researched contemporary alternatives to the Village's outdated phone system in the administrative offices and facilitated acquisition of a cost-effective replacement system.
- Planned and organized a substantial effort to address out-of-date files and other waste in Village offices utilizing volunteers in a weekend effort to remove debris from the Village Hall.
- Designed and implemented a cost-effective means of sending brief notices to Village addresses using a newly acquired electronic postage machine, and

WHEREAS Doreen Martin has submitted her resignation from the Village of Franklin effective December 31, 2021,

NOW THEREFORE BE IT RESOLVED that the Franklin Village Board of Trustees hereby recognizes the outstanding contributions of Doreen Martin during her tenure with the Village and expresses profound gratitude for the time she has given to the Village of Franklin.

Adopted by the Franklin Village Council this 13th day of December, 2021.



Village of Franklin
32325 Franklin Road
Franklin, Michigan 48025
Phone: (248) 626-9666
FAX: (248) 626-0538

Memorandum

To: Bill Lamott, Village President and Village Council
From: Roger Fraser, Village Administrator
Date: December 06, 2021
Re: The Community Development Block Grant (CDBG) Program

The Community Development Block Grant (CDBG) Program-CDBG is a U.S. Department of Housing and Urban Development (HUD) program that provides funds annually to entitlement jurisdictions. Federal regulation 24 CFR Part 570 set forth eligible activities and CDBG national objectives. CDBG funds housing, public facility and public service activities that benefit low -income households and person with special needs. Oakland County receives CDBG funds as an “urban county”. Participating communities have a population below the threshold for entitlement status and must join with the County to receive CDBG or meet the population threshold but opt of out of participation with the “urban county”.

The Village of Franklin is a threshold community that receives \$7,000.00 to be used for public service projects. The previous plan year PY2020 Haven was the recipient, and PY2021 was NEXT. Prior years it has been rotated between Birmingham Youth Assistance and NEXT.

Part of the application process is the requirement to hold a public hearing which requires publishing in the paper at least 10 days prior to the meeting.

Village Council can adopt a resolution to allow the use of the Village website for future postings of CDBD Public Hearings which would save on publishing cost and provide more flexibility on the publication timeframe.



HAVEN

LIVE WITHOUT FEAR

RECEIVED

NOV 12 2021

November 8, 2021

VILLAGE OF FRANKLIN, MI

Mr. Jim Creech
Village of Franklin
32325 Franklin Rd
Franklin, MI 48025-1199

Mr. Creech,

Violence in families is everywhere, crossing racial, ethnic, cultural, social, and economic boundaries. The impact of this violence invades our schools, places of worship, offices, businesses, factories, and throughout our neighborhoods.

Since 1982, HAVEN has been dedicated to building violence-free communities where everyone can live without fear. HAVEN maintains a 24-hour emergency shelter exclusively for domestic violence victims and their children and sexual assault survivors who are afraid to stay in their own homes. HAVEN offers counseling and education that help families stop the violence, begin the process of healing, and create the hope that their future will be free from abuse. The agency steps out into the community – over the phone, in courtrooms, police stations, hospitals, schools, the workplace, and at community meetings – to provide crisis intervention and education to help victims and families prevent violence in future generations. HAVEN staff manage a Personal Protection Order Office exclusively for victims of domestic violence and sexual assault located in the Circuit Court system, helping victims with the creation and filing of Personal Protection Orders, at no charge, as the first step in their safety plan.

HAVEN, through its comprehensive work, serves to break the silence that has kept the crimes of domestic violence and sexual assault behind closed doors. This silence has only served to allow these crimes to flourish. From July 1, 2020 through June 30, 2021, 2 individuals utilized our program services and 2 crisis calls were received from families in the Village of Franklin who took the first step to break their own silence by contacting HAVEN.

Our agency is again reaching out to you for support of our work with an even greater need as we assume the burden of increased clientele and additional staff to maintain these vital services. We ask that you continue to support these families through a Community Development Block Grant of \$2500 for fiscal year 2021-2022. Please remember that the federal government presumes that domestic violence victims are considered to be low-income and therefore qualify for inclusion in block grant public service requests.

HAVEN looks forward to the opportunity to meet with you this year to provide further information on this request and answer any questions you may have. In the meantime, if you wish to speak with me, I can be reached at (248) 334-1284, Ext. 319, or you may contact our Executive Assistant, Patricia Hoskins at Ext. 306.

Sincerely,

Marianne Dwyer

Marianne Dwyer
Director of Finance

August 06, 2021

Village of Franklin
32325 Franklin Road
Franklin, Michigan 48025

Attention: Village President and Council Trustees
Roger Fraser, Village Administrator

Re: Proposal for Professional Design Engineering Services
Storm Sewer Maintenance Services Contract (RFP)

HRC Job No. 20210745.86

Dear Ladies and Gentlemen:

Thank you for the opportunity to allow Hubbell, Roth & Clark, Inc. (HRC) to submit this proposal for professional design engineering services. We understand that the Village wishes to embark on an annual Storm Sewer Maintenance Program as it pertains to the Village's storm water assets (i.e., sewer pipes, drainage structures, outfalls, etc.). In accordance with recent discussions between HRC and the Village, as Consulting Engineers for the Village, HRC has prepared the proposal as per the following guidelines:

- 1) Develop a Request for Proposal (RFP) for a Storm Sewer Maintenance Services Contract and solicit bids from prospective contracting firms, complete with maps, details and technical specifications, to perform annual Village-wide storm sewer maintenance services, including sewer televising, cleaning, and grouting, lining, and/or replacement, as required, for a program duration of three (3) years with optional one (1) year extensions, and
- 2) The first year's work – 2021 – would entail the preparation of maps, details and specifications for a proposed Storm Sewer Maintenance Program within the downtown area which would include sewer televising, cleaning, and grouting, lining, and/or replacement, as required, for all assets within the Franklin Road storm sewer system (between 14 Mile and Scenic Hwy), the Carol Street drain (from Carol Street dead end in the FCA field to the Franklin Branch of the River Rouge outfall east of Bowden).

Background:

In accordance with the Village President's email request in April 2021, HRC provided a map of the Village's storm structures, outfalls and pipe for the entire Village as well as a zoomed in map of downtown Franklin Road and the surrounding area. (See maps attached). Mr. Lamott had communicated with the State Representative Kyra Bolden's staff about potential funding to inspect, clean and repair Village-owned storm sewers that were not rehabilitated as part of the recent Franklin Road Streetscape project. That project's consultants, Nowak & Fraus, Inc. sent HRC their plans from the streetscape project early this year; however, the plans were not clear as far as which of the structures and pipe were rehabilitated and/or cleaned as part of their project. We do know that additional storm structures were added along the downtown area to accommodate the new streetscape. Nowak & Fraus, Inc. stated they would give us a breakdown later when the record drawings are complete.

Delhi Township
2101 Aurelius Rd.
Suite 2A
Holt, MI 48842
517-694-7760

Detroit
535 Griswold St.
Buhl Building, Ste 1650
Detroit, MI 48226
313-965-3330

Grand Rapids
1925 Breton Road SE
Suite 100
Grand Rapids, MI 49506
616-454-4286

Howell
105 W. Grand River
Howell, MI 48843
517-552-9199

Jackson
401 S. Mechanic St.
Suite B
Jackson, MI 49201
517-292-1295

Kalamazoo
834 King Highway
Suite 107
Kalamazoo, MI 49001
269-665-2005

Lansing
215 S. Washington SQ
Suite D
Lansing, MI 48933
517-292-1488

Further, as similarly stated in our proposal for the implementation of drainage studies for four (4) areas that experienced significant flooding during the June and July rain events, the Village has great concerns with the flooding occurrences that have occurred this summer, in particular, along Franklin Road, where several sections were impassable during the recent flooding occurrence.

Development of Contractor RFP's:

Based on the aforementioned, we are of the understanding that the Village would like to have a bid package prepared to investigate, evaluate and clean the storm sewer pipes and outfalls and to administer an improvement project for rehabilitation of the storm water assets, as required.

From our GIS records, the total number of known manholes and catch basins in the Village are 94 and 34, respectively, with 30 and 13 of them, respectively, being in the vicinity of downtown Franklin and the Carol Street Drain. Further, the total length of known storm sewer pipes in the Village is approximately 10,800 lft. with 3,300 lft. being in the vicinity of downtown Franklin and the Carol Street Drain. Finally, there are 86 total outfalls in the Village, with only 1 in the downtown area (at the end of the Carol Street Drain); however, a cost to inspect these will not be included herein as these inspections are done as part of the MS4 Program.

With this, HRC will prepare the sewer inspection (televising, cleaning) and rehabilitation (grouting, lining, replacement) contract provisions, the associated bid specifications, GIS maps, insurance and bond requirements, and bid the **Village-wide** project. The Sewer Maintenance Services Contract will be set up with the following expectations:

1. The Village, with HRC's assistance, will take bids and award a three (3) year Contract to a sewer maintenance contractor so the work could commence in Fall, 2021, if required.
2. The new 3-year Contract would be bid and awarded with the flexibility and understanding of the contractor that the Contract may be extended an additional one (1) to two (2) year period.
3. The first year's work – 2021 – would include work for all storm water assets within the downtown area, which includes the Franklin Road storm sewer system (between 14 Mile and Scenic Hwy) and the Carol Street drain (from Carol Street dead end in the FCA field to the Franklin Branch of the River Rouge outfall east of Bowden).
4. The Village will need to establish a budget that will be allocated each year, including contingency and engineering costs. A list of sewers to be investigated and structures to be rehabilitated (based on HRC inspection of them) would be compiled each January (or at another time as per the Village Administrator) and given to the contractor to match the budget for that fiscal year.
5. HRC will perform inspection of the storm manholes and catch basins using Manhole Assessment Certification Program (MACP) ratings. The selected contractor would be responsible for rehabilitation of storm structures, as per HRC's direction.
6. The contractor will be expected to provide a log and video (on flash drive, external hard drive, or cloud-based delivery) of all sewers before and after any type of rehabilitation upon project completion and before final payment is made.
7. The Village and HRC will require the contractor to provide unit prices for pipe sizes ranging from 12" to 36" in diameter with the understanding that the majority of the sewers are 12", 15" and 36" (Carol Street Drain) for each year of the proposed Program.

Scope of Design Engineering Services and Fees:

Based on the above expectations for the Sewer Maintenance Services Contract, we offer the proposed contractor RFP preparation costs and timeline as indicated below. As part of the process, we would also develop a contractor prequalification specification, evaluate all submittals, and provide written recommendations on contractor selection. The tasks, time frames, and estimates of cost to develop the contractor RFPs are as follows:

1. Prepare the Request for Proposals and Prequalification Requirements, Statement of Qualifications, Sewer Lining Contract Provisions, Bid Specifications, Maps (GIS), Insurance and Bond Requirements: HRC would complete this task utilizing our standard specifications format and requirements as a basis within two (2) months at a cost not to exceed **\$8,500**. Included under this task is the following:
 - a. Notify/coordinate this project with Utility Agencies to assist in avoiding future conflicts.
 - b. Access asset inventory/database and record drawings in GIS system and identify the sewer sections to be included in the program.
 - c. Prepare preliminary Construction Documents and Cost Estimates and provide them to the Village for review.
 - d. Conduct Design Coordination Meetings at the beginning of the project and at 50% Construction Document Completion Stages, if required.
 - e. Assist Village staff with the planned public engagement effort, including flyer creation and distribution.
 - f. Prepare permit applications for EGGLE Wetland/JPA, Oakland County Soil Erosion Control, and RCOC ROW permits (as required).
 - g. HRC will prepare and provide the bid package (final maps, details, specifications, Engineer's estimate, and other bid documents, as required) and assist with advertising for bidding.
2. Evaluate the Proposals and Qualifications of the Applicants: HRC and the Village's Administrator will assist in the bidding process, review the submittals, check references, and make recommendation for award to the Village Council. HRC would complete this task within two (2) to three (3) weeks of the submittals at a cost not to exceed **\$3,200**. Should pre-award interviews or facility visits be necessary, this cost would be additional.
3. Village Council Meetings and Preparation of Contract Documents: After HRC and the Village's Administrator have evaluated all Applicants and made their recommendation, HRC will assist the Village in documenting the process. In addition, HRC would attend the Village Council Meeting for the award and prepare the Contract Documents. This task would be done at a cost not to exceed **\$1,500** and be completed within one (1) to two (2) weeks of the Council meeting discussed above.

In addition to the above services for preparation of the RFPs, HRC will provide the following detailed tasks during the design and project planning stages.

1. HRC's GIS Department will assign a unique identification number to each structure and pipe drawn in the GIS which will serve as the link to the remaining attributes and any future inspection data collected by the Village. It is important that all pipes and structures be assigned an ID prior to any inspection or CCTV work being completed. This task would be included in the cost for preparation of the RFP's, as described above.
2. HRC will perform storm manhole and catch basin inspections of the storm sewer system for the entire

Village using Manhole Assessment Certification Program (MACP) ratings. The selected contractor will be responsible for rehabilitation of storm structures, as per HRC's recommendations. As far as the estimated cost for this task, as mentioned earlier, until we receive more detail from Nowak & Fraus, our office's estimated cost would be approximately **\$11,500** for inspection of the approximate 130 known structures.

Design Engineering Fees:

Based on the services described herein, we estimate the total design engineering fees to be as follows:

Task 1 – Prepare the Request for Proposals (RFP) Bid Package	\$ 8,500
Task 2 – Evaluate the Proposals and Qualifications of the Applicants	\$ 3,200
Task 3 – Village Council Meetings and Preparation of Contract Documents	\$ 1,500
Task 4 – Storm Manhole and Catch Basin Inspection	\$ 11,500
Total Not-to-Exceed Fee	\$ 24,700

Estimated Construction Costs:

Estimated construction costs to clean, inspect, televise, and rehabilitate the storm system for the entire Village, including the downtown area and Carol Street Drain, would be as follows. Note that a 10% contingency is included in the costs below.

Village-Wide Summary (includes Downtown/Carol Drain):

Cleaning of Village-owned Storm Manholes and Catch Basins	\$ 93,060
Televising and Cleaning of Village-owned Storm Sewer Pipes	\$ 102,578
Total Estimated Construction Cost – Village-Wide Cleaning	\$ 195,638

Downtown Area/Carol Street Drain Summary:

Cleaning of Village-owned Storm Manholes and Catch Basins	\$ 36,850
Televising and Cleaning of Village-owned Storm Sewer Pipes	\$ 58,388
Total Estimated Construction Cost – Downtown/Carol Drain Cleaning	\$ 95,238

Further, the estimated construction cost would be approximately \$250,000 to \$300,000 (assuming approximately half of the pipes need lining or replacement) for rehabilitation of the structures (grouting, pointing) and pipes (lining or replacement). These costs will be refined once the structure and pipe inspections are complete.

Clarifications:

1. Construction Engineering services are not included in this proposal and will be outlined after the bid opening. HRC will provide an additional proposal to include construction engineering, construction administration, materials testing (if needed), progress meetings, record drawing preparation, and full-time construction observation.
2. Grading easement acquisition services are not included in this proposal but can be provided on a time and material basis if needed.

Summary:

In summary, we estimate the overall design engineering budget to develop the Request for Proposal (RFP) for a Storm Sewer Maintenance Services Contract, with the first year's work being the storm system in the downtown area and Carol Street Drain, to be a cost not to exceed **\$24,700**. This does not include construction engineering costs which HRC will provide after bidding upon the Village's request. This also does not include an evaluation of current sewer conditions or establishing priority lists for the actual work to be performed. HRC may also will provide a cost estimate for that as requested.

We believe this is the most cost-effective way to proceed with annual sewer maintenance work. At this time, we are requesting your authorization to proceed in this manner. We anticipate that the preparation of the Sewer Maintenance Services Contractor RFP's and all the associated documents mentioned herein as well as the bid and recommendation for award of a contractor can be completed prior to the end of summer, 2021 so that the sewer investigations could begin in Fall, 2021, if necessary. We are available to discuss this matter in more detail should you so desire.

Very truly yours,

Accepted By:

HUBBELL, ROTH & CLARK, INC.

Village of Franklin



James F. Burton, P.E.
Vice President

Signature: _____



Edward Zmich
Project Manager

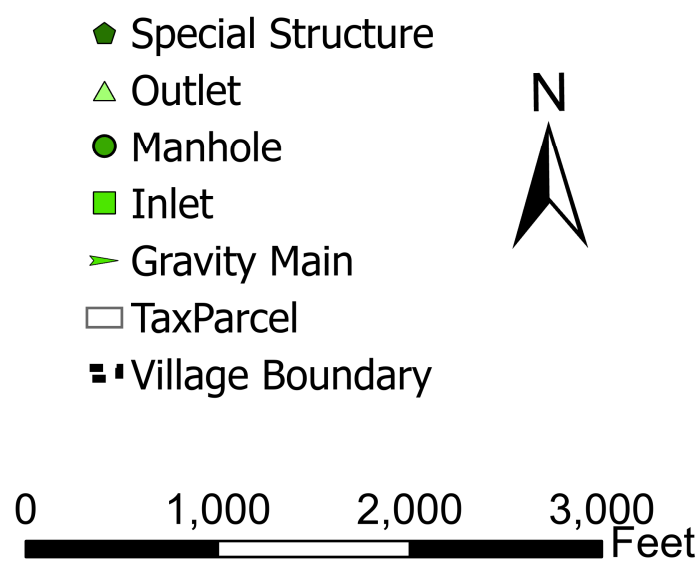
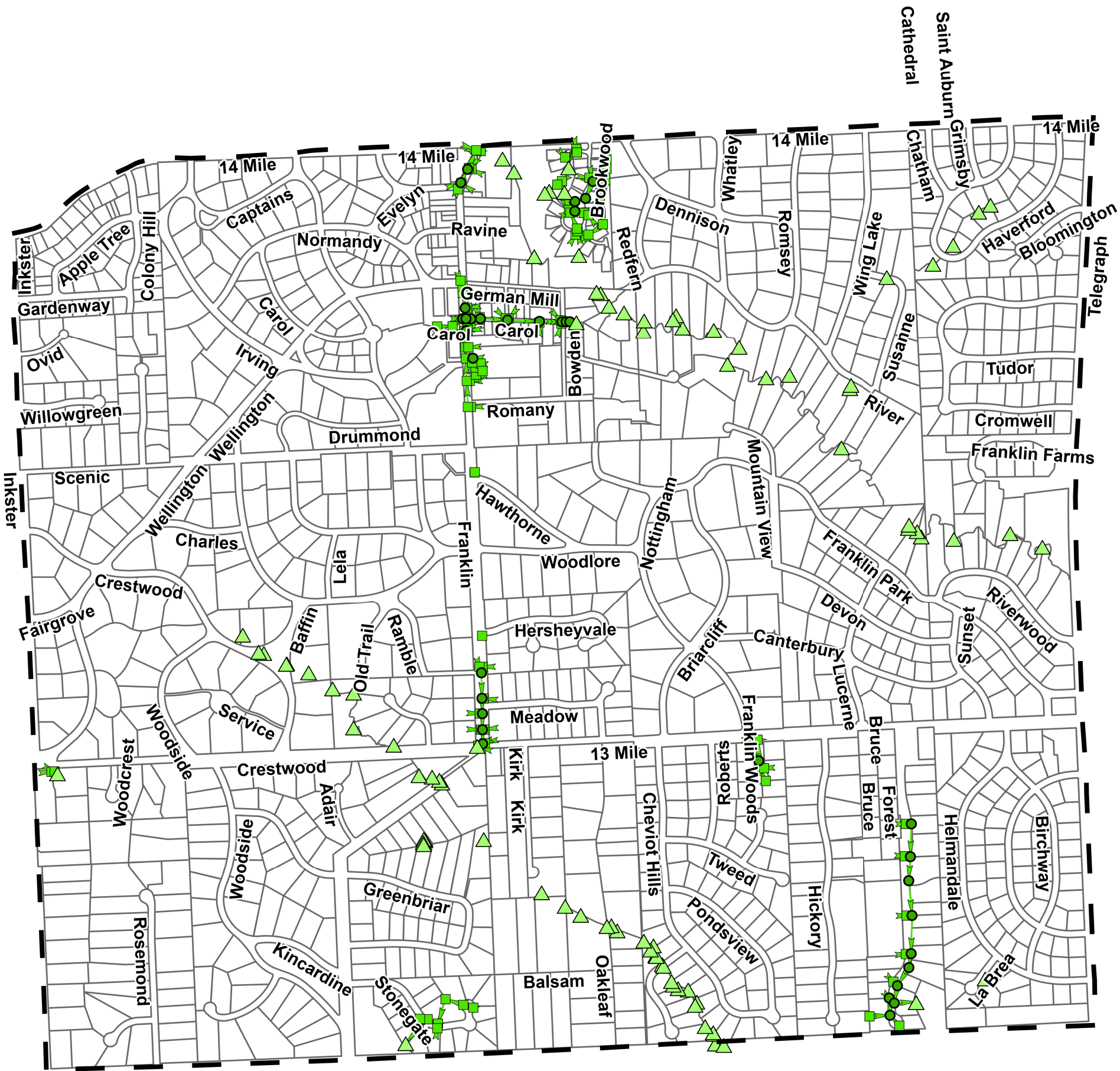
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Title: _____

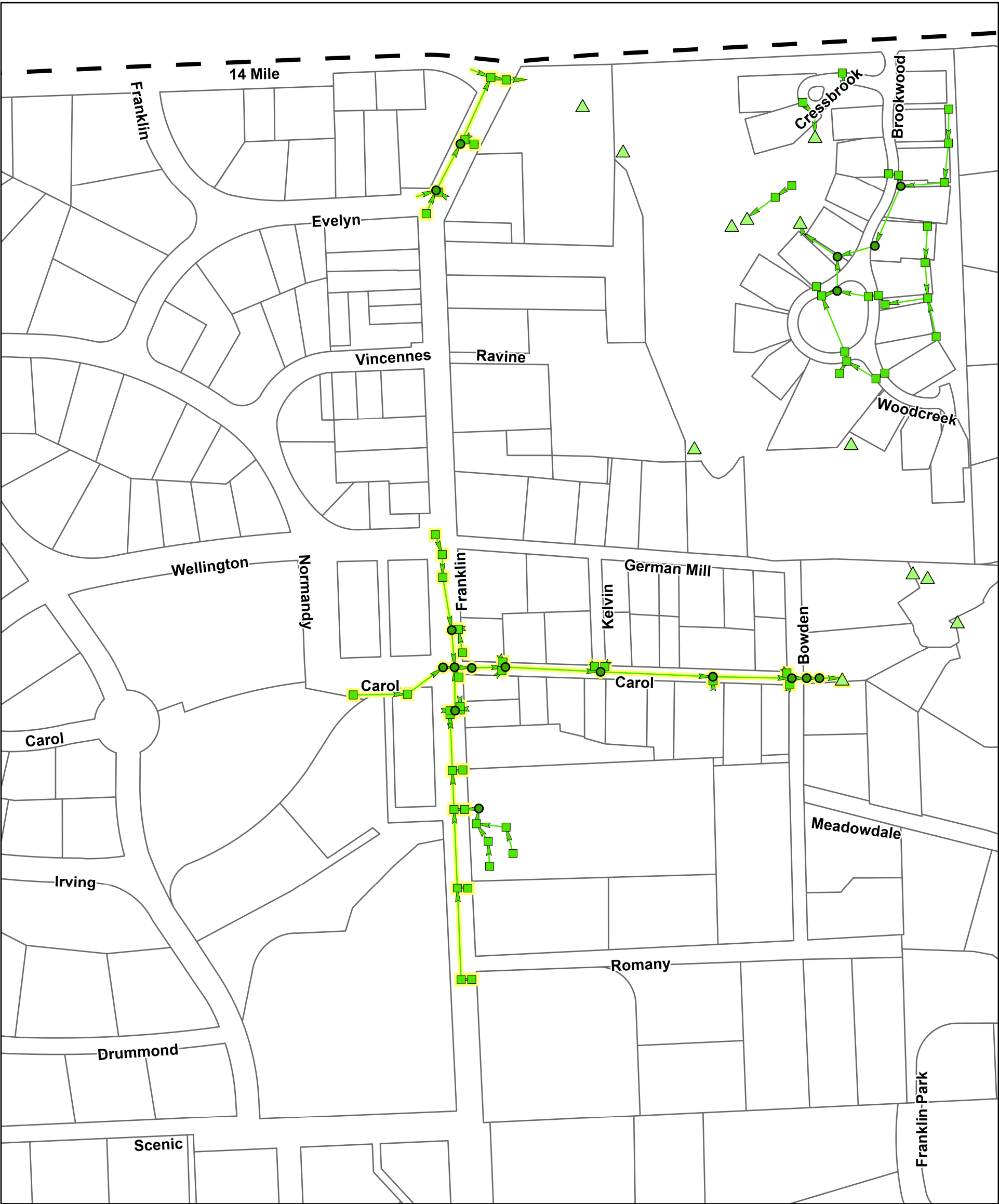
EDZ/edz

Dated: _____

pc: Village of Franklin; Heather Mydloski
HRC; Business Office, File



Village of Franklin Storm Water System



Village of Franklin Franklin Road Storm Water System

- ◆ Special Structure
- ▲ Outlet
- Manhole
- Inlet
- Gravity Main
- TaxParcel
- ▬ Village Boundary
- Included in Summary Table

0 250 500 750 Feet



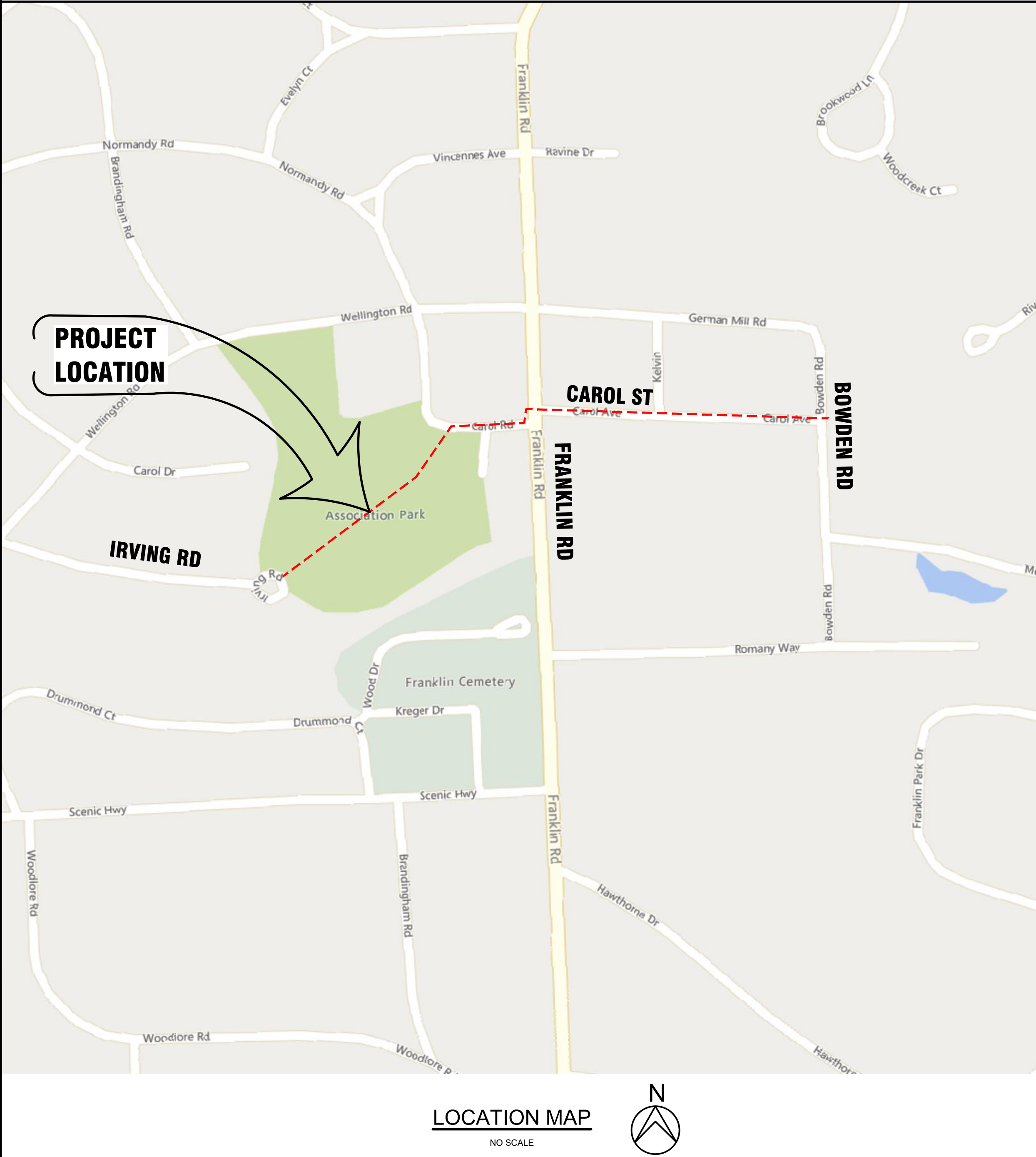
HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

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Stark, Mitchell

LIST OF DRAWINGS

CIVIL SHEETS

0	COVER
1	LOCATION MAP
2-3	CAROL ST DRAIN PLAN AND PROFILE
4-5	CAROL ST DRAIN PLAN AND PROFILE (HISTORICAL DATA)



VILLAGE OF FRANKLIN

OAKLAND COUNTY, MI 48025

CAROL STREET DRAIN

SEWER INVESTIGATION



VILLAGE COUNCIL

BILL LAMOTT

PRESIDENT

COUNCIL MEMBERS

BRIAN GORDON
KATHY ERLICH
PAM HANSEN
MICHAEL SELTZER
ED SAENZ

ADMINISTRATIVE STAFF

ROGER FRASER
HEATHER MYDLOSKI

VILLAGE ADMINISTRATOR
VILLAGE CLERK

PREPARED BY:

HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

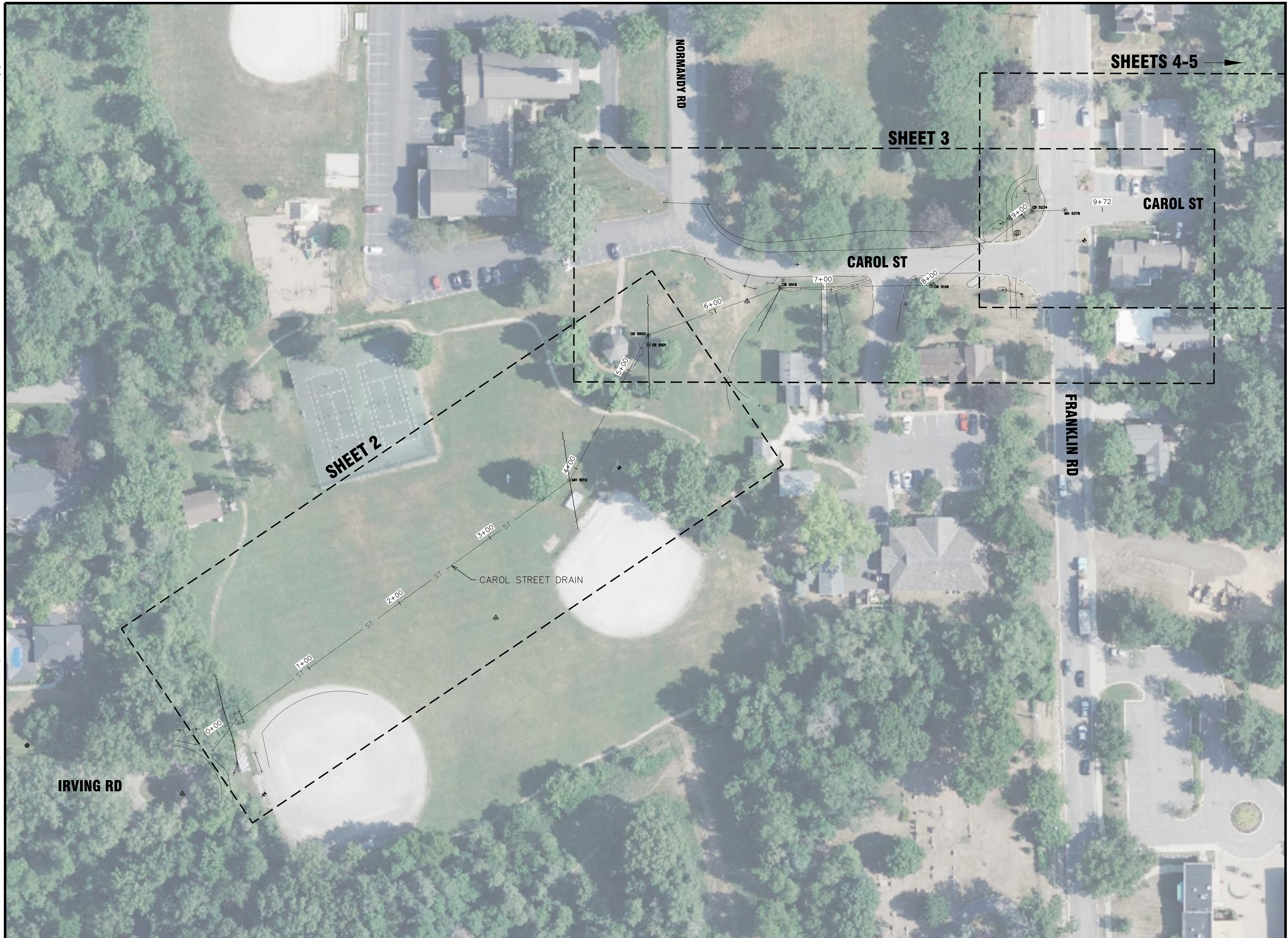
555 HULET DRIVE
BLOOMFIELD HILLS, MI.

P.O. BOX 824
48303 - 0824

PHONE: (248) 454-6300
FAX (1st. Floor): (248) 454-6312
FAX (2nd. Floor): (248) 338-2592
WEB SITE: [http:// www.hrc-engr.com](http://www.hrc-engr.com)



ISSUED FOR BIDS
DECEMBER 1, 2021
JOB NO. 20211074




HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE
BLOOMFIELD HILLS, MICH.

P.O. BOX 824
48303 - 0824

PHONE: (248) 454-6300
FAX (1st. Floor): (248) 454-8312
FAX (2nd. Floor): (248) 454-6359

WEB SITE: <http://www.hrcengr.com>

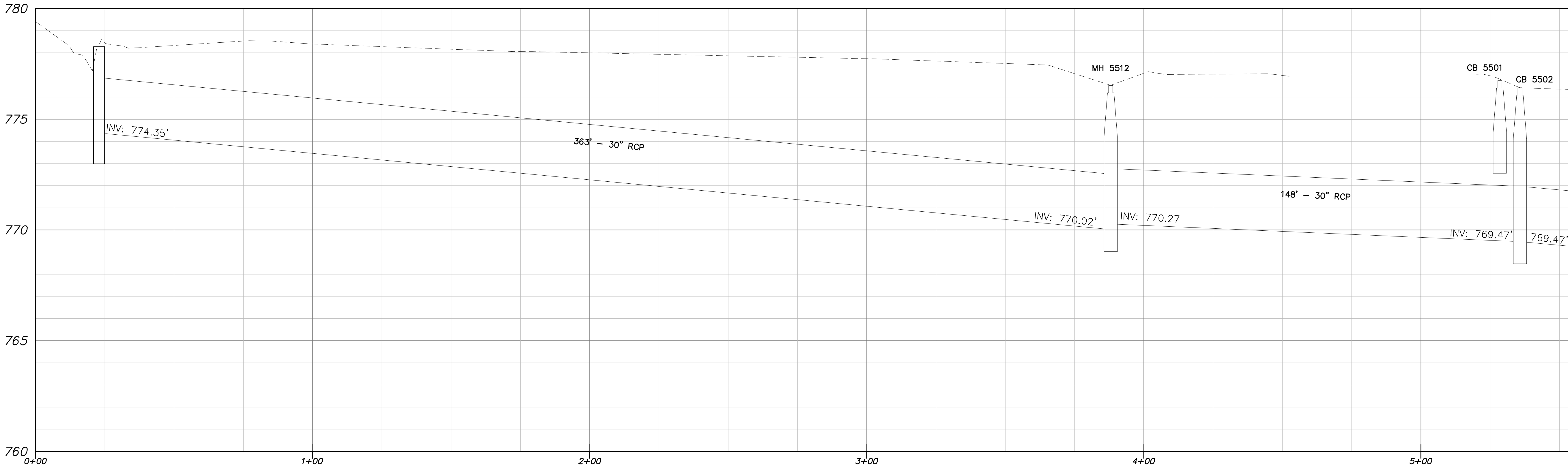
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VILLAGE OF FRANKLIN

CAROL STREET DRAIN SEWER INVESTIGATION

CAROL STREET DRAIN LOCATION MAP

HRC JOB NO. 20211074	SCALE 1" = 40'
DATE December 2021	SHEET NO. 1 OF 5



HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915
555 HULET DRIVE P.O. BOX 824
BLOOMFIELD HILLS, MICH. 48303 - 0824
PHONE: (248) 454-6300
FAX (1st. Floor): (248) 454-6312
FAX (2nd. Floor): (248) 454-6359
WEB SITE: [http:// www.hrcengr.com](http://www.hrcengr.com)

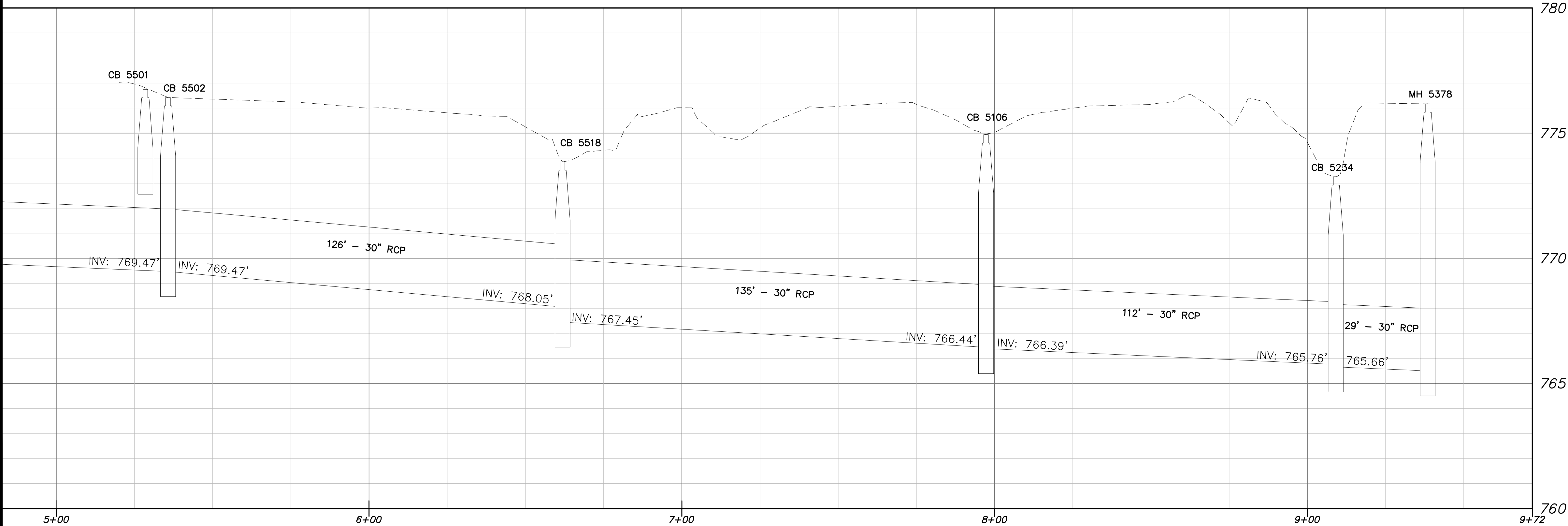


DATE	ADDITIONS AND/OR REVISIONS
DESIGNED	
DRAWN	
CHECKED	
APPROVED	

VILLAGE OF FRANKLIN
**CAROL STREET DRAIN
SEWER INVESTIGATION**

**CAROL STREET DRAIN
PLAN AND PROFILE**

HRC JOB NO. 20211074	SCALE 1" = 20'
DATE December 2021	SHEET NO. 2 OF 5



HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915
555 HULET DRIVE P.O. BOX 824
BLOOMFIELD HILLS, MICH. 48303 - 0824
PHONE: (248) 454-6300
FAX (1st. Floor): (248) 454-6312
FAX (2nd. Floor): (248) 454-6359
WEB SITE: [http:// www.hrcengr.com](http://www.hrcengr.com)



DATE	ADDITIONS AND/OR REVISIONS
DESIGNED	
DRAWN	
CHECKED	
APPROVED	

VILLAGE OF FRANKLIN
**CAROL STREET DRAIN
SEWER INVESTIGATION**

**CAROL STREET DRAIN
PLAN AND PROFILE**

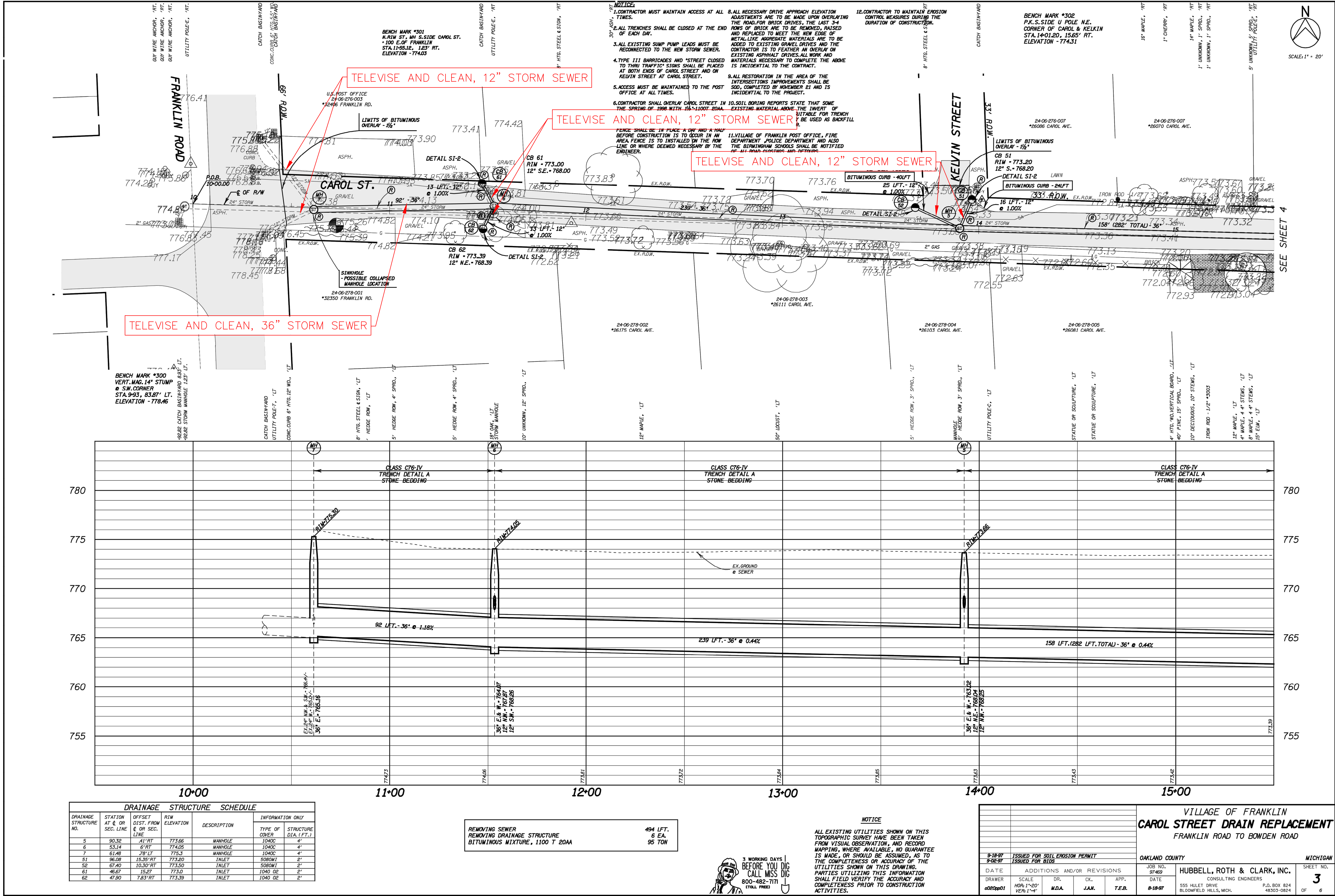
HRC JOB NO. 20211074	SCALE 1" = 20'
DATE December 2021	SHEET NO. 3 OF 5

STROKE TIME - 20-06-2008 01:28

PLOT NAME - N/A

DESIGN FILE - F:\997\99706\99706\99706.dwg

USER NAME - givison



DRAINAGE STRUCTURE SCHEDULE						
DRAINAGE STRUCTURE NO.	STATION AT & OR SEC. LINE	OFFSET DIST. FROM & OR SEC. LINE	RIM ELEVATION	DESCRIPTION	TYPE OF COVER	STRUCTURE DIA. (FT.)
5	90.32	11' RT	773.66	MANHOLE	1040C	4'
6	53.14	6' RT	774.05	MANHOLE	1040C	4'
7	61.48	78' LT	775.3	MANHOLE	1040C	4'
51	96.08	15.35' RT	773.30	INLET	5080M	2'
52	67.40	10.30' RT	773.50	INLET	5080M	2'
61	46.67	15.27	773.0	INLET	1040 02	2'
62	41.90	7.83' RT	773.39	INLET	1040 02	2'

REMOVING SEWER
REMOVING DRAINAGE STRUCTURE
BITUMINOUS MIXTURE, 1100 T 20M

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NOTICE
ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION, AND RECORD MAPPING, WHERE AVAILABLE, NO GUARANTEE IS MADE, OR SHOULD BE ASSUMED, AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION ACTIVITIES.

VILLAGE OF FRANKLIN CAROL STREET DRAIN REPLACEMENT FRANKLIN ROAD TO BOWDEN ROAD				OAKLAND COUNTY		MICHIGAN	
DATE	9-18-97	ISSUED FOR SOIL EROSION PERMIT	9-02-97	ISSUED FOR BIDS	JOB NO.	97-469	SHEET NO.
DRAWN	SCALE	DR.	CK.	APP.	DATE	HUBBELL, ROTH & CLARK, INC.	3
020201	NOR 1"=50' VER 1"=4'	N.D.A.	J.A.N.	T.E.B.	8-18-97	CONSULTING ENGINEERS 555 HULET DRIVE BLOOMFIELD HILLS, MICH. P.O. BOX 824 48303-0824	OF 6

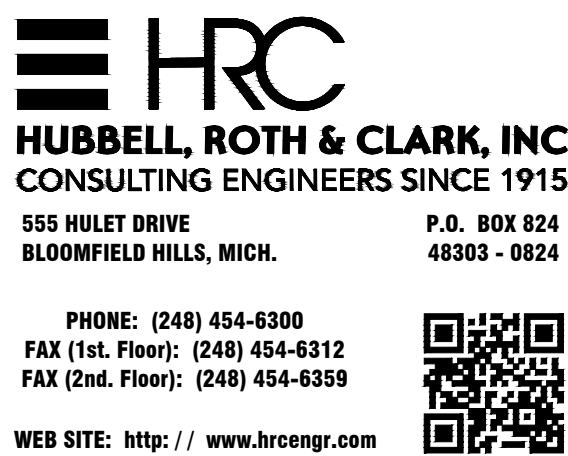
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All Rights Reserved

DATE	ADDITIONS AND/OR REVISIONS
DESIGNED	
DRAWN	
CHECKED	
APPROVED	

VILLAGE OF FRANKLIN
CAROL STREET DRAIN
SEWER INVESTIGATION

CAROL STREET DRAIN
PLAN AND PROFILE
(HISTORICAL DATA)

HRC JOB NO.	SCALE
20211074	N/A
DATE	SHEET NO.
December 2021	4 OF 5



DATE	ADDITIONS AND/OR REVISIONS
DESIGNED	
DRAWN	
CHECKED	
APPROVED	

VILLAGE OF FRANKLIN

**CAROL STREET DRAIN
SEWER INVESTIGATION**

CAROL STREET DRAIN PLAN AND PROFILE (HISTORICAL DATA)

HRC JOB NO. 20211074	SCALE N/A
DATE December 2021	SHEET NO. 5 OF 1

December 10, 2021

Village of Franklin
32325 Franklin Rd.
Franklin, MI 48025

Attn: Mr. Roger Fraser, Village Administrator

Re: Recommendation for Award and Bid Tabulation
Carol Street Drain Investigation

HRC Job No. 20211074.09

Dear Mr. Fraser:

We have reviewed the bids received on Thursday, December 9, 2021 for the Carol Street Drain Investigation project and have found them to be in order. There were two (2) bids received. The low bidder was Pipetek Infrastructure Services of Livonia, Michigan with a Bid of **\$21,555.00**. The Engineer's Estimate for the project was \$39,985.00.

The project consists of televising, cleaning and assessment of the Carol Street drain, beginning at the inlet on the east end of Irving Road, through the Franklin Community Association (FCA) field, and across Franklin Rd to the outlet at Carol Street and Bowden Ln, where it discharges into the Franklin Branch of the Rouge. The Carol Street Drain consists of 30" and 36" diameter reinforced concrete pipe, while the project also includes televising, cleaning and assessment of the lateral sewers that discharge into the Carol Street Drain and range from 8" to 24".

In order to streamline the bidding process, five (5) qualified contractors were invited to bid on the project in lieu of a public bid. All invited contractors have performed successfully on previous projects for this office.

On the basis of the above, this office recommends award of the Carol Street Drain Investigation project to Pipetek Infrastructure Services of Livonia, Michigan, with a total estimated cost of **\$21,555.00**, subject to the submission of the necessary bonds and insurance. We recommend that an additional 10% contingency (**\$2,155.50**) be added to the low bid amount. Further, the total construction engineering/administration budget would be a not-to-exceed maximum of **\$3,500.00**. This cost includes part-time construction observation by HRC. If full-time observation is required, we will submit a revised budget upon request. Further, HRC will review the sewer videos for completeness and clear views; however, analysis and recommendations for future improvements are not included in the budget at this time.

Based on the above, the total budget for the Carol Street Drain Investigation, including costs for contingencies and construction engineering, is a not-to-exceed maximum of **\$27,210.50**. If you have any questions or comments or require any additional information, please do not hesitate to call.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Edward Zmich
Project Engineer

EDZ/mas
Attachment: Bid Tabulation

pc: Village of Franklin; Heather Mydloski
HRC; J. Burton, M. Stark, B. Defrain, File

BID TABULATION
CAROL STREET DRAIN SEWER INVESTIGATION
VILLAGE OF FRANKLIN
OAKLAND COUNTY, MICHIGAN

Hubbell, Roth & Clark, Inc.
555 Hulet Drive
P.O. Box 824
Bloomfield Hills, MI 48083-0824

Pipetek Infrastructure Services
12119 Levan Rd
Livonia, MI 48150
(734) 921-3054

Inland Waters Pollution Control
4086 Michigan Ave
Detroit, MI 48210
(313) 899-3014

Item	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1. Mobilization (Max 5%)	1 LS	\$ 1,600.00	\$ 1,600.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00
2. Televis and Clean, 8" Storm Sewer	400 Lft	\$ 4.00	\$ 1,600.00	\$ 2.50	\$ 1,000.00	\$ 4.50	\$ 1,800.00
3. Heavy Cleaning, 8" Storm Sewer (if needed)	50 Lft	\$ 1.50	\$ 75.00	\$ 0.50	\$ 25.00	\$ 4.50	\$ 225.00
4. Televis and Clean, 12" Storm Sewer	230 Lft	\$ 6.00	\$ 1,380.00	\$ 3.00	\$ 690.00	\$ 4.50	\$ 1,035.00
5. Heavy Cleaning, 12" Storm Sewer(if needed)	50 Lft	\$ 2.00	\$ 100.00	\$ 0.50	\$ 25.00	\$ 4.50	\$ 225.00
6. Televis and Clean, 24" Storm Sewer	200 Lft	\$ 10.00	\$ 2,000.00	\$ 3.25	\$ 650.00	\$ 7.50	\$ 1,500.00
7. Heavy Cleaning, 24" Storm Sewer (if needed)	50 Lft	\$ 3.00	\$ 150.00	\$ 0.50	\$ 25.00	\$ 7.50	\$ 375.00
8. Televis and Clean, 30" Storm Sewer	915 Lft	\$ 12.00	\$ 10,980.00	\$ 5.00	\$ 4,575.00	\$ 7.50	\$ 6,862.50
9. Heavy Cleaning, 30" Storm Sewer (if needed)	100 Lft	\$ 4.00	\$ 400.00	\$ 0.75	\$ 75.00	\$ 7.50	\$ 750.00
10. Televis and Clean, 36" Storm Sewer	860 Lft	\$ 15.00	\$ 12,900.00	\$ 6.50	\$ 5,590.00	\$ 7.50	\$ 6,450.00
11. Heavy Cleaning, 36" Storm Sewer (if needed)	100 Lft	\$ 5.00	\$ 500.00	\$ 1.00	\$ 100.00	\$ 7.50	\$ 750.00
12. Maintaining Traffic	1 LS	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00
13. Restoration	1 LS	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
43. Observation Crew Days	Days @ \$760	5	\$ 3,800.00	5	\$ 3,800.00	14	\$ 10,640.00
Total			\$ 39,985.00		\$ 21,555.00		\$ 42,612.50

ENGINEER:
Hubbell, Roth & Clark, Inc.
555 Hulet Drive
P.O. Box 824
Bloomfield Hills, MI 48083-0824

**SPECIFICATIONS
FOR
CAROL STREET DRAIN SEWER INVESTIGATION**

VILLAGE OF FRANKLIN, MICHIGAN

DECEMBER 2021

HRC JOB NO. 20211074



**555 Hulet Drive • P.O. Box 824
Bloomfield Hills, Michigan 48303-0824**

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SECTION 00011
LIST OF DRAWINGS

Carol Street Drain Plan and Profile 1 thru 6

INVITATION TO BID
CAROL STREET DRAIN SEWER INVESTIGATION
VILLAGE OF FRANKLIN

Electronic copies of proposals for the Carol Street Drain Sewer Investigation Project will be received by the Village of Franklin until **11:00 a.m., Local Time on Thursday, December 9, 2021.** The Village has requested that their Engineer, Hubbell, Roth & Clark, Inc., receive Proposals directly on their behalf. Bidders shall submit electronic copies of Proposals to:

Eddie Zmich; ezmich@hrcengr.com

Bidders shall review and comply with the Instructions to Bidders, which are incorporated by reference, and carefully review all Contract Documents, as defined in the Instructions to Bidders. Bids submitted after the exact time specified for, receipt will not be considered.

The Contracts will consist of the following principal items of work and appurtenances as specified herein and shown on the Contract Drawings.

Description of Work

The project consists of cleaning, televising and assessment of approximately 915' of 30" storm sewer and 860' of 36" storm sewer utilizing PACP. Additional sewers ranging from 8" to 24" in diameter will also be included in the program. Field verification will be required by the contractor in order to determine the actual footage. Estimated quantities for these additional sewer diameters are included in the bid proposal and must be quoted in order for the bid to be considered responsive.

The Bidder is advised that in order to submit a bid on this project, the Bidder must download and complete the Proposal Form (Section 00300) and **include a scanned copy of their bid deposit** with their electronic bid submission. **The original bid deposit for the low bidder will be required to be submitted to the Village following the bid letting.**

Proposals submitted by Bidders who have been debarred, suspended, or made ineligible by any Federal Agency will be rejected.

Each bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

Each bid proposal shall be submitted electronically on the proposal forms provided and shall be accompanied by a scanned copy of a certified check, cashier's check or bid bond, executed by the bidder and Surety Company, payable to the Village of Franklin in the amount of Five Percent (5%) of the accompanying bid. Proposal Guarantee shall provide assurance that the bidder will, upon acceptance of the bid, execute the necessary Contract with the Village of Franklin. No bid may be withdrawn after scheduled closing time for receiving bids for at least sixty (60) days.

The successful bidder will be required to furnish satisfactory Performance, Labor and Material, and Maintenance and Guarantee Bonds.

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VILLAGE OF FRANKLIN
CAROL STREET DRAIN SEWER INVESTIGATION

INVITATION TO BID
00030 / 2

Bidders are to submit any questions via email to Eddie Zmich (ezmich@hrcengr.com) at Hubbell, Roth & Clark, Inc. by **11:00 a.m. on Tuesday, December 7, 2021**. Responses to all questions will be issued to bidders no later than **11:00 a.m. on Wednesday, December 8, 2021**.

No Proposal will be accepted unless received electronically by Hubbell, Roth & Clark, Inc. at the email address listed above on or before 11:00 a.m., Local Time on Thursday, December 9, 2021.

The Village of Franklin reserves the right to reject all bids and to waive irregularities in bidding.

VILLAGE OF FRANKLIN

SECTION 00120

INSTRUCTIONS TO BIDDERS

SCOPE OF WORK

The work under this Contract shall consist of the furnishing of all labor, material, equipment, services, and all incidental items necessary to complete the project in accordance with the Contract Documents.

OBSERVATION OF SITE

Before submitting a Proposal, each bidder shall personally inspect the site of the proposed work to arrive at a clear understanding of the conditions under which the work is to be done.

He shall be held to have compared the premises with the Drawings and Specifications and to have satisfied himself as to the conditions of the premises, existing constructions, and any other conditions affecting the carrying out of the work, before delivery of his Proposal.

No allowance or extra consideration on behalf of the Bidder will subsequently be allowed by reason of error or oversight on the part of the Bidder or on account of interferences by the Owner's or by other Bidder's activities.

SOIL CONDITIONS

The Contractor, as such and as bidder, shall make his own determination as to soil and/or rock conditions and he shall complete the work in whatever material and under whatever conditions he may encounter or create, without extra cost to the Owner. This shall apply whether or not borings are shown on the Drawings.

All bidders conducting soil tests shall restore the area of their testing to original condition as closely as possible.

The Owner does not guarantee that the ground encountered during construction will conform with any boring information furnished herein.

The Owner and Hubbell, Roth & Clark, Inc. may have been involved in the design, observation, and/or construction of other underground projects in the area of the proposed construction. The observation reports, soil reports, and any soil information connected with these projects are available for construction observation and review by the prospective bidders.

ADVERTISEMENT

The published Advertisement for the proposed work contains information necessary to bidders. A copy of the Advertisement shall be considered a part of the Instructions to Bidders as fully as if repeated herein.

PROPOSALS

Proposals will be received in accordance with the Invitation to Bid and shall be submitted only on forms provided by the Engineer.

Proposals shall be submitted electronically to the email address listed in the Invitation to Bid, on or before the bid time as specified.

Proposals shall be made in full conformity with all the conditions set forth in the drawings and in these specifications. Bids are firm and cannot be withdrawn for a period of 60 days after opening of the bids, unless otherwise specified in the Invitation to Bid.

NAME AND STATUS OF BIDDER

The name and legal status of the bidder, either as a corporation, partnership, or individual, shall be stated in the Proposal.

Anyone signing a Proposal as an agent of another or others, must submit with the Proposal, legal evidence of his authority to do so.

The place of residence of each bidder, or the office address and telephone number in the case of a firm or company, with County and State, must be given after his signature.

BIDDER'S QUALIFICATIONS

It is the intention of the Owner to award this Contract to a Bidder fully capable, both financially and with regard to experience to perform and complete the work in a satisfactory manner. If required by the Owner, each bidder under consideration may be required to furnish the Owner, within 48 hours at the Owner's request, the following information sworn to under oath by him:

1. Performance record.
2. The address and description of the bidder's plant and place of business.
3. Itemized list of equipment available for use on the project.
4. A description of any similar project which the bidder has constructed in a satisfactory manner.
5. A certified or authenticated financial statement dated within sixty days prior to the opening of bids. The Owner may require that any items of such statements be further verified.
6. A list of contracts on which the bidder is currently engaged.
7. Such additional information as will satisfy the Owner that the bidder is adequately prepared, in technical experience and otherwise, to fulfill the Contract.

BID DEPOSIT

Each Proposal must be accompanied by a bid deposit in the form described in the Invitation to Bid, Specification Section 00030, as a guarantee on the part of the bidder that he will, if called upon to do so, enter into contract in the attached form, to do the work covered by such proposal and at the price stated therein and to furnish acceptable surety for its faithful and entire fulfillment. Such certified check or bidder's bond shall be made out to the Owner and shall be subject to the conditions specified in the Proposal.

The bid deposits of all except the three lowest bidders will be returned within three days after the opening of bids. The bid deposits of the three lowest bidders will be returned within 48 hours after the Contract is awarded to the successful bidder and the signed agreement has been delivered and the required bonds have been finally approved by the Owner, or after rejection of all bids.

Surety companies providing and executing Bid Bonds shall appear on the United States Treasury Department's most current list (Circular 570) as holding certificates of authority as acceptable sureties on federal bonds. The penal sum of such bonds shall not exceed a company's underwriting limitation as stated therein. A surety company shall be licensed in the State in which it provides a bond and in the State where the Contract work is to be performed.

Failure to provide a bid bond from a qualified company shall be a basis for rejection of a bid as non-responsive and non-responsible.

EXPLANATION TO BIDDERS BY ADDENDUMS

Neither the Owner nor the Engineer will give verbal answers to inquiries, regarding the meaning of the Drawings or Specifications, or give verbal instructions, previous to the award of the Contract. Any verbal statements regarding same by any persons, previous to the award, shall be unauthoritative.

Explanations desired by bidders shall be requested of the Engineer in writing and, if explanations are necessary, a reply will be made in the form of an addendum, a copy of which will be forwarded to each bidder whose work is affected.

Addendums issued to bidders prior to date of receipt of proposals shall become a part of the Specifications, and all proposals shall include the work described in the addendums.

No inquiry received within 4 business days of the date fixed for the opening of bids will be given consideration.

Failure of the Engineer to send, or of the bidder to receive, any such interpretations shall not relieve the bidder from obligation under his bid as submitted.

RIGHT TO ACCEPT, TO REJECT, AND TO WAIVE DEFECTS

The Owner reserves the right to accept any Proposal, to reject any or all Proposals, and to waive any defects or irregularity in the Proposal if it appears advantageous to the Owner to do so.

Each bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

TIME OF COMPLETION

The Owner and the individual citizens of the municipality affected by this project are vitally concerned with the prompt completion of the construction together with the cleanup and restoration of roads and lawns within the time allowed in the Proposal.

The Bidder shall use sufficient labor and equipment to complete and place in service all of the work being constructed within this Contract within the time specified in the Proposal. The surface cleanup shall follow closely behind construction with earth spoil removed from lawns and roads and any trenches neatly finished by the end of each work day. Failure of the Bidder to comply with this type of workmanlike job will result in the suspension of construction operations until the cleanup is effected.

If the Bidder shall be unavoidably delayed in beginning or fulfilling this Contract by reason of excessive storms or floods, or by Acts of Providence, or by strikes, or by court injunction, or by stopping of the work by the Owner because of any emergency or public necessity, or by reason of alterations ordered by the Owner, the Bidder shall have no valid claim for damages on account of any cause or delay; but he shall in such case be entitled to such an extension of the above time limit herein, as the Engineer shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the Bidder within a week after the date upon which such alleged cause or delay shall have occurred.

FAIR EMPLOYMENT PRACTICES

Section 4 of the Fair Employment Practices Act PA 1955, No. 251, provides:

Section 4. Every Contract to which the State or any of its political or civil subdivisions is a party shall contain a provision requiring the Bidder and his subcontractors not to discriminate against any employee or applicant for employment, to be employed in the performance of said contract, with respect to his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

Section 4A of the Act provides:

Section 4A. Every contract which the State or any of its political or civil subdivisions is a party shall contain a provision requiring the Bidder and his subcontractors not to discriminate against any employee or applicant for employment to be employed in the performance of such contract with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his age or sex, except where based on a bona fide occupational qualification.

END OF SECTION

PROPOSAL
FOR
CAROL STREET DRAIN SEWER INVESTIGATION
VILLAGE OF FRANKLIN
OAKLAND COUNTY, MICHIGAN

Village of Franklin
32325 Franklin Rd
Franklin, Michigan 48025

Electronic Bids Due: Thursday, December 9, 2021
On or Before 11:00 am, Local Time
HRC Job No. 20211074

To Prospective Bidders:

Name of Bidder: _____

Address: _____

Date: _____ Telephone: _____ Fax: _____

The above, as Bidder, hereby declares this bid is made in good faith without fraud or collusion with any persons bidding, and that the Drawings, Specifications, and all other information referenced in the Instructions to Bidders have been examined. Further, the Bidder is familiar with the location of the work described herein and is fully informed as to the nature of the work and the conditions relating to the performance of the Contract.

The Bidder acknowledges that no representations or warranties of any nature whatsoever have been received, or are relied upon from the Village of Franklin, its agents or employees, as to any conditions to be encountered in accomplishing the work and that the bid is based solely upon the Bidder's own independent judgment.

The above, as Bidder, hereby certifies that the Drawings, Specifications, and other data provided by the Owner for bidding purposes have been examined. Further, the undersigned certifies that the proposed construction methods have been reviewed and found acceptable for the conditions which can be anticipated from the information provided for bidding.

The Bidder hereby affirms that the site of work has been inspected and further declares that no charges in addition to the Individual Unit Prices shall be made on account of any job circumstances or field conditions which were present and/or ascertainable prior to the bidding. In addition, The Contractor, as such and as Bidder, shall make the determination as to existing soil conditions and shall also complete the work under whatever conditions created by the Contractor/Bidder's sequence of construction, construction methods, or other conditions the Contractor/Bidder may create, at no additional cost to the Owner.

The above, as Bidder, confirms knowledge of the location of the proposed CAROL STREET DRAIN SEWER INVESTIGATION Project and appurtenant construction in the Village of Franklin of Oakland County, Michigan, and the conditions under which it must be constructed; and also declares to have carefully examined the Drawings, Specifications, and Contract Documents which the Bidder understands and accepts as sufficient for the purpose of constructing said CAROL STREET DRAIN SEWER INVESTIGATION Project, and appurtenant work, and agrees to contract with the Village of Franklin to furnish all labor, materials, tools, equipment, facilities and supervision necessary to do all the work specified and prescribed for the Village of

Franklin, in strict accordance with the Owner's General Conditions, and with the full intent of the Drawings and Specifications, prepared by Hubbell, Roth & Clark, Consulting Engineers, and will accept in full payment therefore the sum of:

BASE BID

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Cost</u>
1. Mobilization (Max 5%)	1	LS	@ Lump Sum	= \$ _____
2. Televis and Clean, 8" Storm Sewer	400	Lft	@ \$ _____	= \$ _____
3. Heavy Cleaning, 8" Storm Sewer (if needed)	50	Lft	@ \$ _____	= \$ _____
4. Televis and Clean, 12" Storm Sewer	230	Lft	@ \$ _____	= \$ _____
5. Heavy Cleaning, 12" Storm Sewer (if needed)	50	Lft	@ \$ _____	= \$ _____
6. Televis and Clean, 24" Storm Sewer	200	Lft	@ \$ _____	= \$ _____
7. Heavy Cleaning, 24" Storm Sewer (if needed)	50	Lft	@ \$ _____	= \$ _____
8. Televis and Clean, 30" Storm Sewer	915	Lft	@ \$ _____	= \$ _____
9. Heavy Cleaning, 30" Storm Sewer (if needed)	100	Lft	@ \$ _____	= \$ _____
10. Televis and Clean, 36" Storm Sewer	860	Lft	@ \$ _____	= \$ _____
11. Heavy Cleaning, 36" Storm Sewer (if needed)	100	Lft	@ \$ _____	= \$ _____
12. Maintaining Traffic	1	LS	@ Lump Sum	= \$ _____
13. Restoration	1	LS	@ Lump Sum	= \$ _____
14. Observation Crew Days	_____	Days	@ \$ 760.00	= \$ _____
Total				\$ _____

OWNER RIGHTS

The project consists of cleaning, televising and assessment of approximately 915' of 30" storm sewer and 860' of 36" storm sewer utilizing PACP. Additional sewers ranging from 8" to 24" in diameter will also be included in the program. Field verification will be required by the contractor in order to determine the actual footage. Estimated quantities for these additional sewer diameters are included in the bid proposal and must be quoted in order for the bid to be considered responsive.

The Owner reserves the right to add or delete quantities from the Contract and adjustments will be subject to the availability of funds at the time of bid letting. Deletion of quantities shall not be grounds for the low qualified bidder to adjust unit prices for the project that the Owner intends to execute as a Contract, nor shall the Contractor be entitled to compensation from unrealized profits resulting from the deletion of quantities.

The Owner, at its sole discretion, reserves the right to award to the Bidder who, in the sole determination of the Owner, will best serve the interest of the Owner. The Owner reserves the right to accept any bid, to reject any or all bids, to waive any and all informalities involving price, time, or changes in the work, and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional bids. However, it is the intention of the Owner to award to the low total bid to one bidder. Also, the Owner reserves the right to reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified, of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the Owner.

Each bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

BID DEPOSITS

The bidder is advised that in order to submit a bid on this project, the Bidder must complete the Proposal Form (Section 00300) and **a scanned copy of their bid deposit** (in the form of a certified check), cashier's check or bid bond, executed by the bidder and Surety Company, payable to the Village of Franklin in the amount of Five Percent (5%) of the amount of the Proposal) with their electronic bid submission. See Instructions to Bidders – Bid Deposit for more information. **The original bid deposit for the low bidder will be required to be submitted to the Village following the bid letting.**

TAXES

The Bidder affirms that all applicable Federal, State and Local taxes of whatever character and description are included in all prices stated in this Form of Proposal.

ADDENDA

The Bidder acknowledges the following Addenda, covering revisions to the drawings or specifications and the cost, if any, of such revision has been included in the quoted proposal:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

FEES

The Bidder shall refer to the General Conditions for allowable Fees for additional work performed, upon Owner's written authorization, by Bidder's own forces and/or for additional work, upon Owner's written authorization, by Bidder's subcontractors.

TIME OF COMPLETION

If awarded the Contract for the CAROL STREET DRAIN SEWER INVESTIGATION Project, we agree to have all work substantially completed by **April 1, 2022**. Substantial Completion is defined that the facility is ready to use for its intended purpose with all utility systems fully functional.

The Bidder hereby agrees to furnish the required Bonds, Insurance Certificates, and Policies within ten (10) days after acceptance of this Proposal.

Final Completion with all clean-up and punch-list items shall be complete by **May 15, 2022**.

The execution of all work and specific constraints as described in the contract drawings and specifications, with particular reference to Section 01001 Special Project Requirements, must be strictly adhered to.

LIQUIDATED DAMAGES

The Bidder guarantees that the work will be completed within the time limit stated herein before or within the time as extended as provided elsewhere in the Specifications. Inasmuch as the damage and loss to the Owner which will result from the failure of the Bidder to complete the work within the stipulated time, will be most difficult or impossible to accurately determine, it is mutually agreed that the damages to the Owner for such delay and failure on the part of the Bidder shall be liquidated in the amount of Five Hundred Dollars (\$500.00), for each and every calendar day by which the Bidder shall fail to complete the work or any part thereof within the provisions hereof, and such liquidated damages shall not be considered as a penalty.

The Owner will deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages, and in case those amounts are less than the amount of actual liquidated damages, the Bidder shall pay the difference upon demand of the Owner.

We understand that liquidated damages may be assessed should we fail to meet the stipulated completion dates. Specifically, liquidated damages will be assessed daily beginning **May 16, 2022** until such a time that Substantial Completion is achieved and further if all work is not completed by the Final Completion Date.

BIDS TO REMAIN FIRM

The price stated in this Proposal shall be guaranteed for a period of not less than sixty (60) days from the bid due date and if authorized to proceed within that period, the bidder agrees to complete the work covered by the Proposal at said price.

If this Proposal is accepted by the Owner and the undersigned shall fail to contract as aforesaid and to furnish the required surety bonds within fifteen (15) days after being notified of the acceptance of their bid, then the undersigned shall be considered to have abandoned the contract, and the Certified Check, Cashier's Check or Bid Bond accompanying this Proposal shall be forfeited to the Village of Franklin.

If the undersigned enters into the contract in accordance with their proposal, or if their proposal is not accepted, then the accompanying bid guarantee shall be returned to the undersigned.

Company Name: _____

Signature: _____ Title: _____

Address: _____

County: _____ State: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

LEGAL STATUS OF BIDDER

This Bid is submittal in the name of:

(Print) _____

The undersigned hereby designates below the business address to which all notices, directions or other communications may be served or mailed:

Street _____

City _____

State _____ Zip Code _____

The undersigned hereby declares the legal status checked below:

- ☐ INDIVIDUAL
- ☐ INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME
- ☐ CO-PARTNERSHIP
The Assumed Name of the Co-Partnership is registered in the County of _____, Michigan
- ☐ CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF _____
_____. The Corporation is
- ☐ LICENSED TO DO BUSINESS IN MICHIGAN
- ☐ NOT NOW LICENSED TO DO BUSINESS IN MICHIGAN

The name, titles, and home addresses of all persons who are officers or partners in the organization are as follows:

A corporation duly organized and doing business under the laws of the State of _____

NAME AND TITLE

HOME ADDRESS

Signed and Sealed this _____ day of _____, 20__.

By (Signature) _____

Printed Name of Signer _____

Title _____

BID BOND

We, the undersigned, _____

As Principal, hereinafter called the Principal, and _____

A corporation duly organized under the laws of the State of _____

As surety, hereinafter called the SURETY, are held and firmly bound unto:

The Owner: _____

in the sum of _____ Dollars (\$ _____),

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

NOW, THEREFORE, if the OWNER shall accept the bid of the Principal and the Principal shall enter into a contract with the OWNER in accordance with the terms of such bid, and give such bond or bonds as may be specified in the CONTRACT DOCUMENTS with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the OWNER the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the OWNER may in good faith contract with another party to perform the work covered by said bid, then the obligation of the Principal shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 20____

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Title)

END OF SECTION

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CONTRACT

ARTICLES OF AGREEMENT, Made and entered into this _____
day of _____, 2021, by and between

Village of Franklin (A Michigan Municipal Corporation),
32325 Franklin Rd, Franklin, MI 48025

Party of the first part, hereinafter called the Owner, and _____

in the _____, County of _____
and State of _____, Party of the second part, hereinafter called the Contractor, to wit:

Item 1) That all proposals, specifications, plans, bonds, etc., hereto attached or herein referred to, shall be and are made a part of this agreement and contract.

Item 2) That the Contractor, under penalty of bond attached, shall furnish all labor, materials, and appliances necessary, and do all the work as set forth in the proposal.

Carol Street Drain Sewer Investigation
Village of Franklin
HRC Job No. 20211074

according to the specifications, plans, etc., which have been made a part of this contract in a manner, time, and place, all and singular, as herein set forth.

IN CONSIDERATION WHEREOF, said Party of the First Part, for it and its successors, promises and agrees to pay to said Party of the Second Part, the sum of:

_____ Dollars (\$ _____)

as provided in the attached proposal, all in the time and manner indicated in the specifications.

For the faithful performance of all and singular of the stipulations, terms and conditions of this Agreement, said parties respectfully bind themselves, their successors, heirs, executors, administrators and assigns.

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IN WITNESS WHEREOF, Said Parties have signed this Contract, in duplicate, on the date first above written.

WITNESS:

Village of Franklin
(A Michigan Municipal Corporation)
Party of the First Part

By: _____

WITNESS:

(A Michigan Corporation)
Party of the Second Part

By: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned _____

_____ as Principal,

and _____

of _____ as Sureties,

are hereby held and firmly bound unto the "Owner" _____

Village of Franklin

32325 Franklin Rd

Franklin, Michigan 48025

in the full and just sum of _____ Dollars

(\$ _____) for the payment of which well and truly to be made, we hereby jointly and severally

bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed and sealed this _____ day of _____ 2021.

The condition of the above obligation is such that if said _____

Carol Street Drain Sewer Investigation

HRC Job No. 20211074

shall well and faithfully do and perform the things agreed by _____ It
to be done and performed by the annexed contract, according to the terms thereof, then this obligation shall be
void; otherwise, the same shall remain in full force and effect.

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It is mutually understood and agreed that in cases where changes are required, either by order of the Engineer, or Owner, or by mutual agreement, such changes or changes shall not modify, discharge or release this bond.

(A Michigan Corporation)

(Seal)

(Seal)

Principal

(Seal)

(Seal)

Surety

Signed, Sealed and Delivered
in the Presence of:

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LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

of _____ hereinafter called the Principal,
and _____

hereinafter called the Surety, are held and firmly bound unto _____

in the sum of _____

_____ Dollars (\$ _____)
to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.
Sealed with our seals and dated this _____ day of _____, A.D., 2021.

WHEREAS, The above named Principal has entered into a contract with _____

dated the _____ day of _____, A.D., 20____, wherein said Principal has covenanted and
agreed as follows, to-wit:

To furnish all the labor and material _____

CAROL STREET DRAIN SEWER INVESTIGATION

VILLAGE OF FRANKLIN

HRC Job No. 20211074

AND WHEREAS, This bond is given in compliance with and subject to the provisions of Act No. 213
of the Public Acts of Michigan, for the year 1963, and as may be amended by other Public Acts of Michigan.

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NOW, THEREFORE, The condition of this obligation is such that if payment shall be made by the Principal to any Subcontractor or by him or any Subcontractor as the same may become due and payable of all indebtedness which may arise from him to a Subcontractor or party performing labor or furnishing materials or supplies or any Subcontractor to any person, firm or corporation on account of any labor performed or materials or supplies furnished in the performance of said contract, then this obligation shall be void; otherwise, the same shall be in full force and effect.

AND PROVIDED, That any alterations which may be made in the terms of said contract, or in the work to be done under it, or the giving by the party of the first part to said contract, of any extension of time for the performance of said contract, or any other forbearance on the part of either party to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from any liability hereunder, notice to the Surety of any alteration, extension, or forbearance being hereby waived.

(A Michigan Corporation) _____

By: _____

Principal

Surety

Signed, Sealed and Delivered
in the Presence of:

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

as Principal, and _____

are held and firmly bound unto The Village of Franklin, 32325 Franklin Rd, Franklin, Michigan 48025

in the sum of _____

_____ Dollars (\$ _____)

good and lawful money of the United States of America, to be paid to the _____ OWNER
its legal representatives and assigns, and we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and
every one of them jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED THIS _____ DAY OF _____ A.D., 2021.

WHEREAS, the above named principal has entered into a certain written contract with the _____

Village of Franklin, 32325 Franklin Rd, Franklin, Michigan 48025

dated this ____ day of _____ A.D., 20__, where in the said principal covenanted and agreed as follows, to wit:

for the: _____

Village Of Franklin

Carol Street Drain Sewer Investigation

HRC Job No. 20211074

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that by and under such contract, the above named principal
has agreed with the _____ that for a period of _____ (____) year(s) from the date of approval of the Final Estimate,
to keep in good order and repair any defect in all the work done under said contract, either by the principal, his subcontractors, or his
material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements,
and any other work affected in making good such imperfections, all to be made good without expense to the Owner, (excepting only such
part or parts of said work as may have been disturbed without the consent or approval of the principal after the final acceptance of the
work), and whenever directed so to do by the Owner, by notice served in writing, either personally or by mail, on the principal at _____

or _____, its legal representatives, or successors, or on the surety at _____ to proceed at once to make such repairs as directed by the Owner and in case of failure to do so within one (1) week from the date of service of such notice, or within reasonable time not less than one (1) week, as shall be fixed in said notice, then the Owner shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof to, and be fully reimbursed for same from said principal or surety. If any repair is necessary to be made at once to protect life and property, the Owner may take immediate steps to repair or barricade such defects without notice to the contractor. In such case the Owner shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actually paid therefor shall be charged to the principal or surety. In this connection the judgment of the Owner is final and conclusive.

If the principal for a period of one (1) year from the date of approval of a Final Estimate, shall keep the work so constructed under the contract in good order and repair, excepting only such parts of said work which have been disturbed without the consent or approval of the principal after the final acceptance of same, and whenever notice is given as hereinbefore specified, at once proceed to make the repair as the notice directs, or reimburse the Owner for any expenses incurred by it in making such repairs should the principal or surety fail to do so, then the above obligation shall be void; otherwise, it will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this day of _____, 2021.

Signed, Sealed and Delivered
in the Presence of:

"Principal"

(L.S.)

Witness

(L.S.)

Witness

"Surety"

(L.S.)

Witness

GENERAL CONDITIONS – ENGINEER LAYOUT
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GENERAL CONDITIONS

1. CONTRACT DOCUMENTS

The original and three copies of the Contract shall be signed by the Owner and the Contractor, unless otherwise required.

The work under this Contract shall consist of the items listed in the proposal, including all incidentals necessary to fully complete the project in accordance with the contract Documents. The Contract documents shall consist of the Advertisement, Instructions to Bidders, Proposal, Specifications, General Conditions, General Supplementary Conditions, Contract, Bonds and Contract Drawings.

2. CONTRACT DRAWINGS AND SPECIFICATIONS

The work to be done is shown on the accompanying set of original drawings prepared by Hubbell, Roth & Clark, Inc., Consulting Engineers, Bloomfield Hills, Michigan, and are hereby made a part of this Contract, it being mutually understood and agreed that when taken together, the drawings and contract documents, including the specifications and the general conditions, are complementary, and what is called for by any one shall be binding as if called for by all. The intent of the Contract documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation, and all other expenses as may be necessary for the proper execution and completion of the work.

These original drawings may be supplemented by other drawings furnished by the contractor and approved by the Engineer or supplied to the Contractor by the Engineer during the progress of the work as he may deem to be necessary or expedient. All such supplementary contract drawings or instructions are intended to be consistent with the Contract Documents, true developments thereof and reasonably inferable therefrom. Therefore, no extra charge will be allowed on a claim that particular supplemental contract drawings or instructions differed from the Contract Documents, incurring extra work, unless the Contractor has first brought the matter, in writing, to the Engineer's attention for proper adjustment before starting on the work covered by such and has received from the Engineer an order in writing to so proceed.

These original and supplementary drawings constitute the drawings according to which the work is to be done. The Contractor shall keep at the site of the work an approved or conformed copy of all drawings and specifications and shall at all times give the Engineer or Owner access thereto.

In case any inconsistency, omission or conflict shall be discovered in either specifications or drawings, or if in any place, the meaning of either or both shall be obscure, or uncertain, or in dispute, the Engineer shall decide as to the true intent and his decision shall be final and binding.

3. ENGINEER'S STATUS

The Engineer shall furnish consultation and advice to the Owner during construction. He may advise the Owner to stop the work whenever such stoppage may be necessary to insure that the finished work will be in accordance with the plans and specifications. He may advise the Owner to reject all work and material which do not conform to the drawings and specifications. The engineer may stop work only under the written direction of the owner.

4. CONSTRUCTION OBSERVER STATUS

The Owner may appoint on the job construction observer(s) who shall be under the direction of the Engineer. The construction observer on the work will inform the Engineer as to the progress of the work, the manner in which it is being done, and the quality of the materials being used. The construction observer will call to the attention of the Contractor any failure to follow the drawings and specifications that he may observe. The construction observer shall advise the Engineer to reject materials suspend the work until any questions on the performance of the work can be referred to and decided by the Owner. The construction observer shall have no authority to determine the means and methods used to complete the work, direct the Contractor's work or workmen, to supervise the Contractor's operations, to stop work on the project or to change the Contract Drawings or Specifications.

In no instance shall any action or omission on the part of the construction observer release the Contractor of the responsibility of completing the work in accordance with the drawings, specifications and/or, municipal ordinances or established prior practices of the owner, in the municipality in which the project resides.

If the construction observer and/or Village directs the contractor to make a change in the field the contractor will be compensated contractor will be compensated in accordance with the as-bid item amount or fair market value of materials, equipment and labor required to carry out the additional work after submittal and review of pertinent documentation by the Village and their Engineer.

5. CONTRACTOR'S RESPONSIBILITY

The Contractor shall assume full responsibility for the work, specifically including jobsite safety, and take all precautions for preventing injuries to persons and property on or about the work; shall bear all losses resulting to him on account of the amount or character of the work or because the conditions under which the work is done are different, or because the nature of the ground in which the work is done is different from what was estimated or expected, or on account of the weather, floods, elements or other causes, and he shall assume the defense and save harmless the Owner, the Engineer and their individual officers and agents from all claims relating to labor provided and materials furnished for the work; to inventions, patents, and patent rights used in doing the work; to injuries to any persons or property received or sustained by or from the Contractor, his agents or employees in doing the work or arising out of the work performed or to be performed; and to any act, or neglect of the Contractor, his agents or employees.

The mention of any specific duty or liability of the contractor in this or in any part of the Contract documents shall not be construed as a limitation or restriction upon any general liability or duty imposed on the contractor by the Contract Documents.

6. PERMITS AND REGULATIONS

The Contractor shall secure, at no cost to the Owner, all permits and licenses necessary for the prosecution of the work. The Contractor shall keep himself fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all existing and future laws, ordinances, regulations, orders, and decrees. Provided that if the drawings and specifications are at variance therewith, the Contractor shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the Contract Documents.

7. SUBCONTRACTS

The Contractor shall not sublet, assign, or transfer this Contract or any portion thereof or any payments due him thereunder, without the written consent of the Owner.

Assignment or subletting the whole or any portion of this contract shall not operate to release the contractor or his bondsmen hereunder from any of the contract obligations.

The Contractor shall, as soon as practicable after the signing of the Contract, notify the Owner in writing of the names of subcontractors proposed for the work and shall not employ any that the Owner may object to as incompetent or unfit.

If the Contractor shall cause any part of the work under this Contract to be performed by a subcontractor, the provisions of this Contract shall apply to such subcontractor and his officers and employees in all respects as if he and they were employees of the Contractor, and the Contractor shall not be in any manner thereby relieved from his obligation and liabilities; and the work and materials furnished by the subcontractor shall be subject to the same provisions as if furnished by the Contractor.

8. INFORMATION BY THE CONTRACTOR

The Contractor shall submit to the Engineer full information as to the materials, equipment, and arrangements which the Contractor proposes to furnish. This information shall be complete to the extent that the Engineer may intelligently judge if the proposed materials, equipment, and arrangements will meet the contract requirements.

Prior to the approval of materials, equipment, and arrangements by the Engineer based on the information submitted by the Contractor, any work done by the Contractor shall be at his own risk.

The approval of information covering materials, equipment, and arrangements by the Engineer shall in no way release the Contractor from his responsibility for the proper design, installation, and performance of any material, equipment, or arrangement, or from his liability to replace same should it prove defective.

9. GENERAL REQUIREMENTS FOR MATERIALS & WORKMANSHIP

In the specifications where a particular material or piece of equipment is specified by reference to some particular make or type, or equal, it is not the intent to limit competition but to set up by such reference a standard of quality most easily understood and defined. If materials or equipment of other make or type than that specified by name are offered by the Contractor, they will be given full consideration by the Engineer and the Engineer's decision will be final as to whether the materials or equipment offered are equal to those specified.

Unless otherwise stipulated in the specifications, all equipment, materials, and articles incorporated in the work covered by this Contract are to be new and of the best grade of their respective kinds for the purpose. The Contractor shall, if required, furnish such evidence as to kinds and quality of materials as the Engineer may require.

The Contractor shall furnish suitable tools and building appliances and employ competent labor to perform the work to be done, and any labor or tools or appliances that shall not, in the judgment of the Engineer, be suitable or competent to produce this result may be ordered from the work by the Owner, at the advice of the Engineer, and such labor or tools or appliances shall be substituted therefor by the Contractor as will meet with the approval of the Engineer/Owner.

If not otherwise provided, material or work called for in this contract shall be furnished and performed in accordance with well known established practice and standards recognized by architects, engineers and the trade.

10. TESTING AND SAMPLING

Where called for in the specifications, samples of materials in the quantity named shall be submitted to the Engineer for approval. Where tests are required they shall be made at the expense of the Contractor, except as otherwise called for in the specifications. For materials covered by ASTM or Federal Specifications, unless otherwise stipulated, the required tests are to be made by the manufacturer and his certificate therefor submitted to the Engineer.

11. LINES AND GRADES

Principal reference lines or points and bench marks shall be given by the Engineer at such time as he may deem necessary; or if the Contractor shall be in need of such reference lines or bench marks, he shall notify the Engineer forty-eight (48) hours in advance, excluding Saturdays, Sundays and holidays. The Engineer will set suitable stakes and marks showing the locations and elevations of new underground utilities as part of the work and will furnish the Contractor with "cut sheets" referred to the reference points. No work shall be undertaken until such stakes and marks shall have been set by the Engineer. The Contractor shall take due and proper precautions for the preservation of these stakes and marks, and shall see to it that the work at all times proceeds in accordance therewith and shall provide all labor and material to set control and locate the work accurately with reference to the above points. All lines and grades for new above grade structures and appurtenances shall be established by the Contractor. Establishment of principal reference lines, transfer of line and grade into facilities, location of all piping and equipment shall be the responsibility of the Contractor.

12. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all public property and private abutting property from injury or loss arising in connection with this Contract. He shall, without delay, make good any such damage, injury or loss, and shall defend and save the Owner and Engineer harmless from all such damages or injuries occurring because of his work. He shall furnish and maintain all passageways, barricades, guard fences, lights and danger signals, provide watchmen and other facilities for protection required by public authority or by local conditions, all at no additional cost to the Owner.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Owner, shall take such action as may be necessary to prevent such threatened damage, injury or loss.

The Contractor shall assume full responsibility of loss or damage to the work during the entire construction period resulting from caving earth and from storms, floods, frosts, and other adverse weather conditions, and shall turn the finished work over to the Owner in good condition and repair, at the time of the final estimate.

13. RESPONSIBILITY FOR ADJOINING STRUCTURES & TREES

The Contractor shall assume full responsibilities for the protection of all pavements, curbs, bridges, railroads, poles and any other surface structures and all water mains, sewers, telephone, gas mains, and other underground services and structures along the near the work which maybe affected by his operations, and shall indemnify, defend and save harmless the Owner against all damages or alleged damages to any such structure arising out of his work. The Contractor shall bear the cost of repair or replacement of any such structure damaged as a result of his operations.

No trees or shrubbery of any kind shall be removed or destroyed by the Contractor without the written permission of the Owner, and the Contractor will be held fully responsible for any damages caused by his work to adjoining trees and shrubs. Ample precautions shall be taken by the Contractor to protect such trees and shrubs as are to remain in place by surrounding them with fences or other protection before construction work begins. Shrubby that has to be removed shall be preserved and replaced in a manner acceptable to the Owner.

14. MAINTENANCE OF SERVICE

Drainage through existing sewers and drains shall be maintained at all times during construction and all nearby gutters shall be kept open for drainage. Where existing sewers are encountered in the line of the work which interfere with the construction, the flow in the sewers, including both dry weather flow and storm flow, shall be maintained.

All detours shown on the drawings or required because of the Contractors operations shall be built and maintained at the Contractor's expense.

Safety precautions shall be followed at all street openings, substantial barricades shall be erected as deemed necessary to prevent accidents to vehicular or pedestrian traffic and red flags by day and yellow lights by night shall be diligently posted by the Contractor at all points of possible danger. In case detours or other traffic instructions are necessary, suitable warning or direction signs shall be erected and maintained by the Contractor. Contractor shall be responsible for insuring that all barricades, flags, lights, etc. are in place and functional at the end of each day.

During the progress of the work, the Contractor shall accommodate both vehicular and foot traffic and shall provide free access to fire hydrants, water and gas valves. Except as otherwise specified herein or as noted on the drawings, street intersections may be blocked but one-half at a time, and the contractor shall lay and maintain temporary driveways, bridges and crossings, such as in the opinion of the Owner are necessary to reasonably accommodate the public.

In the event of the Contractor's failure to comply with these provisions, the Owner may with notice, cause the same to be done; and will deduct the cost of such work from any money due or to become

due the Contractor under this Contract, but the performance of such work by the Owner or at his instance, shall serve in no way to release the Contractor from his general or particular liability for the safety of the public or the work.

15. STORAGE OF MATERIALS

Materials and equipment distributed, stored and placed upon or near the site of the work shall at all times be so disposed as not to interfere with work being prosecuted by other contractors in the employ of the Owner, or with street drainage, or with fire hydrants or with access thereto, and not to hinder, any more than may be necessary, the ordinary traffic of the street.

16. RELATION TO OTHER CONTRACTORS

The Contractor shall so conduct his operations as not to interfere with or injure the work of other contractors or workmen employed on adjoining or related work and he shall promptly make good any injury or damage which may be done to such work by him or his employees or his agent. Should a contract for adjoining work be awarded to another contractor, and should the work of one of these contracts interfere with that of the other, the Owner shall decide which contractor shall cease work for the time being and which shall continue or whether the work in both contracts shall continue at the same time and in what manner.

17. CONTRACTOR'S SUPERVISION AND ORIGATION

The work under this Contract shall be under the direct charge and direction of the Contractor. The Contractor shall give efficient superintendence to the work, using his best skill and attention. The Contractor shall at all times keep on the site of the work, during its progress, a competent superintendent and any and all necessary foremen and assistants. The superintendent shall represent and have full authority to act for the Contractor in the latter's absence, and all directions given to him shall be as binding as if given to the Contractor. On written request in each case, all such directions will be confirmed in writing to the Contractor.

The Contractor shall employ only competent, efficient workmen and shall not use on the work any unfit person or one not skilled in the work assigned to him, and he shall at all times enforce strict discipline and good order among his employees. Whenever the Owner shall notify the Contractor, in writing, that any man on the work is, in the opinion of the Owner, careless, incompetent, disorderly, or otherwise unsatisfactory, such man shall be discharged from work and shall not again be employed on it except with the written consent of the Owner.

The Contractor shall establish and maintain an office on the site of the work or at some convenient point adjacent thereto, during the continuance of this Contract and shall have at all times during working hours, a representative authorized to receive and execute any and all orders, when given by the Engineer; and such order, when given out and received by said representative shall be deemed to have been given to and received by the Contractor. Copies of the drawings and specifications shall at all times be kept on file by the Contractor at readily accessible points near the work.

18. FACILITIES FOR INSPECTION

The Owner, the Engineer, and their employees shall at all times have the right to enter upon the premises upon which work is being done, or upon which material is stored for the work under this Contract, and to inspect the work under this Contract, and to inspect the work and materials, and to

ascertain whether or not the construction is carried out in accordance with this Contract, and the Contractor shall furnish all reasonable facilities, and give ample time for such inspection. All materials shall be subject to mill and shop inspection, as provided in the specifications.

The Contractor shall promptly remove from the premises all materials rejected by the Engineer as failing to meet contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contractor and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such rejected work and materials promptly, after written notice, the Owner may remove them and store the material at the expense of the Contractor.

The Engineer has the right to have removed by the Contractor such portion of the work as he may deem necessary for the discovery of improper work or material, and the Contractor must restore such work at his own expense if improperly done and at the expense of the party of the first part if found to be in proper condition. Any work which, during its progress and before its final acceptance, may become damaged from any cause, shall be removed and replaced by good, satisfactory work at the Contractor's expense.

19. SHOP DRAWINGS

Where called for in the specifications, the Contractor shall submit to the Engineer for review copies of details, specifications, cuts, and drawings of such equipment and structural work as may be required. The Contractor shall make any changes or alterations required by the Engineer and re-submit same without delay. The review of the Engineer shall not relieve the Contractor of responsibility for errors in the drawings, as the Engineer's checking is intended to cover compliance with the drawings and specifications and not to enter into every detail of the shop work. No work shall be undertaken until the Engineer has reviewed the shop drawings.

20. ERRORS AND CORRECTIONS IN DRAWINGS AND SPECIFICATIONS

In no case shall be Contractor proceed with the work in uncertainty, and any work done by the Contractor after the discovery of any error, omission, or discrepancy, until authorized, will be at the Contractor's risk and responsibility. The work is to be made complete and to the satisfaction of the Engineer, notwithstanding any minor omissions in the specifications or drawings.

21. CHANGES IN THE WORK

The Owner shall have the right to require, by written order, changes in, additions to, or deductions from the work required by the contractor documents; provided that if changes, additions, or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the contract price, if any, because of any change, addition, or deduction in the work shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the change, addition, or deduction. No claim for change, addition, or deduction, or adjustment of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of a written order from the Owner specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the Engineer before the commencement of work. Where the written notice of such claims shall be made to the Engineer before the commencement of work. Where the

written order diminished the quantity of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be deleted.

Under circumstances which, in the judgment of the Engineer, so necessitate, the Engineer shall have authority to require, by written order, changes in, additions to, or deductions from the work. Such written order by the Engineer shall be subject to later confirmation by the Owner when the extent and cost have been established.

It is understood and agreed that in case any change in, addition to, or deduction from the work is required, said change shall in no way invalidate the Contract and shall not affect or discharge the bonds furnished by the Contractor.

The Contractor, without extra charge, shall make such slight alternations as may be necessary to make adjustable parts fit to fixed parts, leaving all complete and in proper shape when done.

22. BASIS FOR DETERMINING COST OF CHANGES IN THE WORK

Adjustments, if any, in the contract price by reason of change in the work shall be limited to the amount specified in the written order authorizing the change in the work. Adjustments shall be determined by one or more of the following methods, the Owner reserving the right to select the method or methods at the time the written order is issued:

- A. An acceptable lump sum proposal: To facilitate checking and acceptance, the proposal shall be itemized with quantities and prices given for the various items.
- B. Unit Prices: The unit prices may be the "Unit Price" set in the Agreement, or fixed by subsequent agreement between the Owner and the Contractor.
- C. On a cost-plus-limited basis not to exceed a specified maximum limit of cost:
- D. "COST" as herein used shall be the actual and necessary cost incurred by the Contractor by reasons of the change in the work for:
 - 1. Labor
 - 2. Materials
 - 3. Equipment Rental
 - 4. Insurance Premium
 - 5. Labor costs shall be the amount shown on the Contractor's payroll with payroll taxes added when such taxes can be shown to have been incurred. In no case shall be rates charged for labor exceed the rates paid by the Contractor for the same class of labor employed by him to perform work under the regular items of the Contract.
 - 6. Material costs shall be the net price paid for material delivered to the site of the work. If any material previously required is omitted by the written order of the Owner after it has been delivered to or partially worked on by the Contractor and consequently will not retain its full value for other uses, the Contractor shall be allowed the actual cost of the omitted material less a fair market value of the material as determined by the Owner.

7. Equipment Rental shall be the actual additional costs incurred for necessary equipment. Costs shall not be allowed in excess of usual rental charged in the area for similar equipment of like size and condition, including the cost of necessary supplies and repairs for operating the equipment. No costs, however, shall be allowed for the use of equipment on the site in connection with other work unless its use incurs actual and additional costs to the Contractor. If equipment not on the site is required for the change in the work only, the cost of transporting such equipment to and from the site shall be allowed.
8. Insurance Premium shall be limited to those based on labor payroll and to the types of insurance required by the Contract. The amount allowed shall be limited to the net costs incurred as determined from the labor payroll covering the work. The Contractor shall, upon request of the Owner, submit verification of the applicable insurance rates and premium computations.

"PLUS" as herein is defined as a percentage to be added to the items of "Cost" to cover superintendence, use of ordinary tools, bonds, overhead expense and profit. The percentage shall not exceed 15 percent on work done entirely by the Contractor and shall not exceed an aggregate total of 20 percent on work done by a subcontractor.

"SPECIFIED MAXIMUM LIMIT OF COST" is the amount stated in the written order of the Owner authorizing the change in the work. The amount to be allowed the Contractor shall be the "cost" and "plus" the percentage or the specified maximum, whichever is the lesser amount.

The Contractor shall keep complete, accurate, daily record of the net actual cost of changes in the work, and shall present such information in such form and at such times as the Owner may request.

23. PATENTS

The Contractor shall pay all royalties and license fees and shall hold and save the Owner and his agent harmless from all liability of any nature or kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the owner, unless otherwise specifically stipulated in the Contract Documents. In this respect, the Contractor shall defend all suits or claims for infringement of any patent or license right.

In the event that any claim, suit, or action at law or in equity of any kind, whatsoever, is brought against the Owner, involving any such patents or license rights, then the Owner shall have the right to, and may, retain from any money due or to become due to the Contractor, such sufficient sum as is considered necessary to protect said Owner, against loss, and such sum maybe retained by the Owner until such claim or suit shall have been settled and satisfactory evidence to that effect shall have been furnished the Owner.

24. "OR EQUAL" CLAUSE

Whenever, in any of the Contract Documents, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal," if not inserted, shall be implied. The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturers' products of comparable quality, design

and efficiency. The Contractor shall comply with the requirements of the Contract Documents relative to the Owner's approval of materials and equipment before they are incorporated in the work.

25. CLEANING UP

The Contractor shall remove at his own expense from the Owner's property and from all public and private property, all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the Contractor by the Owner thereof.

26. USE OF COMPLETE PORTIONS OF THE WORK

The Owner may, at any time during progress of the work, after written notice to the Contractor, take over and place in service any completed portions of the work which are ready for service, although the entire work of the Contract is not fully completed, and notwithstanding the time for completion of the entire work or such portion may not have expired. In such event, the Contractor will be relieved of further work on or maintenance of said portion, except as covered by his guarantee of same.

27. PAYMENT WITHHELD

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate for progress payment to such extent as may be necessary to protect itself from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims.
- C. Failure of the contractor to make payments properly to subcontractors or for material or labor.
- D. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- E. Damage to another contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

28. CONTRACTOR'S RIGHT TO STOP WORK

If the work should be stopped under an order of any court, or other public authority for a period of three months, through no act or fault of the contractor or of anyone employed by him, or if the Owner should fail to pay to the Contractor within thirty days of its maturity and presentation any sum certified by the Engineer, provided no appeal is taken, the contractor may, upon seven days written notice to the Owner and the Engineer, stop work or terminate this Contract,, and shall receive from the Owner payment in full for all work executed, as determined from the prices contained in the approved detailed estimate as computed by the Engineer, but no claim for extra compensation or damages shall be made or allowed because of such termination of the Contract. The Engineer shall review and approve or provide comments to the contractor within seven (7) working days of receipt of Pay Application.

29. FAIR EMPLOYMENT PRACTICES ACT

The Contractor agrees that neither he nor his subcontractor will discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to

employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

30. AUTHORITY

No agent of the Owner shall have power to revoke, alter, enlarge, or relax the stipulation or requirements of these specifications, except insofar as such authority may be specifically conferred by the specifications themselves, without the formal authorization to do so, conferred by the Contract of which the specifications are a part, or by ordinance, resolution, or other usual official action by the Owner.

31. STARTING WORK

Material shall be ordered and work shall begin on the ground within thirty (30) days after the Contract is signed, unless otherwise stated.

32. SANITARY REGULATIONS

Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained in sanitary condition by the Contractor, and their use shall be strictly enforced.

33. SUNDAY AND NIGHT WORK

The Contractor is required to prosecute work done under this Contract during the hours of daylight, and work will be permitted at night or on Sundays if it is in the best interest of the owner to accommodate traffic, service disruptions, and to keep the project on schedule. Contractor is required to get owner approval at least 48 hours prior to requesting night work. Also this provision is superseded if work is required to save property or life or as specifically authorized or directed by the Owner. Tunnel work may be prosecuted at night except on Sundays.

34. PROGRESS OF WORK

The work shall be prosecuted regularly and uninterruptedly, unless the Owner shall otherwise specifically direct, with such force and at such points as to insure its full completion within the time herein stated.

If, in the opinion of the Owner, it is necessary or advisable that certain portions of the work be done immediately, the Contractor, upon written order, shall proceed with such work without delay. Should he fail to so proceed, the Owner may do or cause to be done, such work, and the cost of the same will be deducted from any money due or to become due the Contractor under this Contract.

35. TIME OF COMPLETION

The time allowed for completion of the work contemplated in this Contract shall be as stated in the proposal or specifications.

36. EXTENSION OF TIME

All days in which work is suspended by order of the Owner, or in accordance with these specifications, shall automatically extend the time for completion an equal number of days.

37. TIME IS ESSENCE OF CONTRACT

It is distinctly understood and agreed to by the parties hereto that the time specified for the completion of the work is the essence of this Contract, and the Contractor shall not be entitled to claim performance of this agreement unless the work is satisfactorily completed, in every respect, within the time herein specified.

38. ESTIMATED QUANTITIES

The quantities of the various classes of work to be done and materials to be furnished under this Contract which have been estimated as stated elsewhere herein, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for the work under this Contract; and neither the Owner nor his agents is to be held responsible should any of the said estimated quantities be found incorrect during the construction of the work; and the Contractor shall make no claim for anticipated profit, nor for loss of profit, because of a difference between the quantities of the various classes of work actually done or materials actually delivered and the estimated quantities as herein stated.

The Contractor will be paid for the agreed upon actual quantity of work completed whether is it above or below the plan quantity. Quantities of work items installed that exceed the estimated contract quantities are subject to review by the Village prior to approval for payment

39. FORFEITURE OF CONTRACT

If the work to be done under the Contract shall be abandoned by the Contractor, or if any time in the judgment of the Owner, the contractor shall fail to prosecute the work at a reasonable rate of progress, or to comply with all or any of the terms and requirements herein set forth, then the Owner shall have the right to take possession of the work, including Contractor's plant, supplies, and materials, at any time after having notified the Contractor in writing to discontinue the work under this Contract for said cause or causes, and such action shall not affect the right of the Owner to recover damages resulting from such failure. Upon receiving such notice, the Contractor shall and will, upon demand, immediately give the Owner to recover damages resulting from such failure. Upon receiving such notice, the Contractor shall and will, upon demand, immediately give the Owner safe and peaceable possession of the work, including the plant, and shall then cease to have control over any portion thereof or the men employed thereon.

The Owner may then proceed to complete the work herein specified, by contract or otherwise; and the entire cost of the same shall be charged to the Contractor and deducted from any sum or sums due or to become due under the contract; the excess cost, if any, to be paid by the Contractor or his sureties, to said Owner.

40. NO WAIVER OF CONTRACT

Neither the acceptance of the whole or any part of the work by the Owner or his Engineer, or any of its agents, nor any order, measurements, or certificate by the Engineer, nor any order by the Owner for

the payment of money, nor any payment for the whole or any part of the work by the Owner, nor any extension of time, nor any possession taken by the Owner or its agents, shall operate as a waiver for any portion of the Contract or any power therein provided; nor shall any waiver of any breach of the Contract by held to be a waiver of any other or subsequent breach.

41. PAYMENT NOT TO BE STOPPED

The Owner shall not, nor shall any officer thereof, be precluded or stopped by any return or certificate made or given by the Engineer, or other officer, agent or appointee, under the provisions of this agreement, at any time (either before or after the final completion and acceptance of the work and payment made therefor pursuant to any such return or certificates showing the true and correct amount of money due therefor, notwithstanding any such return or certificate, or any payment made in accordance therewith) from demanding and receiving from the Contractor or his sureties, separately or collectively, such sums as may have been improperly paid said Contractor by reason of any such return or certificate which has been untruly or incorrectly compiled.

42. GUARANTEE

The Contractor, as a condition precedent to final payment, shall execute a guarantee to the Owner warranting for a period of one year from the date of final payment to keep in good order and repair any defect in all the work done under the contract, either by the Contractor or his subcontractors, or the material suppliers, that may develop during said period due to improper materials, defective equipment,, workmanship, or arrangements, and any other work affected in making good such imperfections shall also be made good, all without expense to the Owner, and the Contractor shall execute, in favor of the Owner, the attached Maintenance and Guarantee Bond.

When the specifications call for a guarantee period greater than one year, the Contractor shall provided such longer guarantee period.

43. ESTIMATES AND PAYMENTS

The Owner shall pay and the Contractor receive the prices bid in the proposal, or agreed upon, less any deduction for any uncompleted portion, based upon measurements made by the Engineer or as otherwise herein stipulated, and such measurements shall be final and conclusive.

As aid to the Owner in preparing estimates for progress payments, the Contractor may be required to submit to the Owner for approval a breakdown of some or all contract unit prices into their essential component parts. The sum of the component parts shall not exceed the total contract price per unit and the breakdown shall not overrule the contract price per unit.

The Contractor shall submit to the Owner a written request for each payment and a Contractor's Declaration declaring that he has not performed any work, furnished any material, sustained any loss, damage or delay, for any reasons, including soil conditions encountered or created, or otherwise done anything for which he will ask, demand, sue for, or claim compensation from the Owner other than, as indicated on the Contractor's Declaration. When requested by the Owner, the Contractor shall submit receipts or other vouchers showing his payments for materials and labor, including payments to subcontractors.

Payments based on progress estimates will be made on a monthly basis for work completed during the preceding month or since the date of the last preceding progress payment. Payments will be in

accordance with the provision of Act 524 of the Michigan Public Acts of 1980 and in accordance with the terms of this Contract. No allowance will be made for materials furnished which are not incorporated in the finished work, unless otherwise stated.

Partial Payment for materials and/or equipment stored on the jobsite may be allowed on the basis of 90% of the invoice cost of the material providing materials are properly stored. Partial Payment will be allowed on the basis of 90% of the invoice cost less the cost of delivery for materials and/or equipment stored off the jobsite providing the following conditions are met:

- Materials can be inspected by the OWNER and are clearly identifiable for the project.
- Items are properly stored in the opinion of the OWNER.
- Evidence of clear title transfer to the OWNER upon such partial payment can be provided.
- Insurance coverage against loss or damage is provided including certificates guaranteeing same.

Pursuant to Act 524, Michigan Public Acts of 1980, the Owner shall designate a person representing it to whom written requests for payments shall be submitted. The Contractor shall designate a person who shall submit written requests for payment to the Owner.

In the event a dispute arises over an avoidable or unacceptable delay in the performance of the work as described in Section 4(3) of Act 524 of Michigan Public Acts of 1980 [MCLA125.1564(3)], the dispute may, at the option of the Owner, be submitted for resolution in accordance with the provisions of Section 4 of Act 524 of the Michigan Public Acts of 1980 to an agent designated pursuant to Section 4(2) of the Act. The dispute resolution process described above shall be used only for the purpose of determining the rights of the parties to retained funds and interest earned on retained funds.

The Owner may withhold the payment of any estimate or portion of estimate until the Contractor shall have furnished satisfactory evidence that he has paid all claims of every nature.

No payment shall be considered as acceptance of the work or any portion thereof prior to the final completion of the work, and the payment of the final estimate.

Within thirty (30) days after the completion of the work under this Contract to the satisfaction of the Owner and the Engineer, in accordance with all and singular terms and stipulations herein contained, the Owner shall make final payment, from a final estimate made by the Engineer. Before final payment is made, the Contractor shall, as directed by the Owner,, furnish a Contractor's Affidavit that he has paid or satisfactorily secured all claims of every nature. Also, the Contractor shall furnish a release from the surety or sureties and permit agencies as applicable, approving payment of final estimate by the Owner. The final payment, when made, shall be considered as final approval and acceptance of the completed work herein specified.

The acceptance by the Contractor of the final payment aforesaid shall operate as, and shall be, a release to the Owner and his agents, from all claim and liability to the Contractor for anything done or furnished for, relating to the work, or for any act or neglect of the Owner or of any person relating to or affecting the work.

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period _____
to _____ A.D., 20____, performed any work, furnished any material, sustained any loss, damage or delay for
any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand,
due for, or claim compensation from _____

VILLAGE OF FRANKLIN

the Owner, or his agents, in addition to the regular items set forth in the contract numbered ____ and dated _____

A.D., 20____, for _____

CAROL STREET DRAIN SEWER INVESTIGATION

executed between myself and the Owner, and in the Change Orders for work issued by the Owner in writing as provided
thereunder, except as I hereby make claim for additional compensation and/or extension of time as set forth on the
itemized statement attached hereto.

There (is) (is not) an itemized statement attached.

Date: _____

Company: _____

By: _____

Position: _____

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)
)SS
County of)

The undersigned _____
hereby represents that on _____ he (it) was awarded a contract by _____
hereinafter called the Owner, to _____
_____, in accordance with the terms and conditions of Contract No. ____; and the undersigned further
represent that the subject work has now been accomplished and the said contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of the said contract has
been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in
accomplishing the said contract, have been fully paid or satisfactorily settled. The undersigned further agrees that if any
such claim should hereafter arise, he (it) shall assume responsibility for the same immediately upon request to do so by
the Owner.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive,
release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon
the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts, on this ____ day of _____, 20__.

Company: _____

By: _____

Title: _____

Subscribed and sworn to before me, a Notary Public in and for _____ County, Michigan, on this ____ day
of _____, 20__.

Notary Public

My Commission Expires _____

Act No. 524

Public Acts of 1980

Approved by Governor

January 29, 1981

STATE OF MICHIGAN
80th LEGISLATURE
REGULAR SEASON OF 1980

Introduced by Rep. Ryan

ENROLLED HOUSE BILL NO. 5541

AN ACT to provide for the terms of certain construction contracts with certain public agencies; to regulate the payment and retainage of payments on construction contracts with certain public agencies; and to provide for the resolution of certain disputes.

The People of the State of Michigan enact:

Sec. 1. As used in this act:

(a) "Agent" means the person or persons agreed to or selected by the contractor and the public agency pursuant to section 4(2).

(b) "Architect or professional engineer" means an architect or professional engineer licensed under Act No. 299 of the Public Acts of 1980, being sections 339.101 to 339.2601 of the Michigan Compiled Laws, and designated by a public agency in a construction contract to recommend progress payments.

(c) "Construction contract" or "contract" means a written agreement between a contractor and a public agency for the construction, alteration, demolition, or repair of a facility, other than a contract having a dollar value less than \$30,000.00 or a contract that provides for 3 or fewer payments.

(d) "Contract documents" means the construction contract; instructions to bidders; proposal; conditions of the contract; performance bond; labor and material bond; drawings; specifications; all addenda issued before execution of the construction contract and all modifications issued subsequently.

(e) "Contractor" means an individual, sole proprietorship, partnership, corporation, or joint venture, that is a party to a construction contract with a public agency.

(f) "Facility" means a building, utility, road, street, boulevard, parkway, bridge, ditch, drain, levee, dike, sewer, park, playground, or other structure or work that is paid for with public funds or a special assessment.

(g) "Progress payment" means a payment by a public agency to a contractor for work in place under the terms of a construction contract.

(h) "Public agency" means this state, or a county, city township, village, assessment district, or other political subdivision, corporation, commission, agency, or authority created by law. However, public agency does not include the state transportation department, a school district, junior or community college, the Michigan state housing development authority created in Act No. 346 of the Public Acts of 1966, as amended,

being sections 125.1401 to 125.1496 of the Michigan Compiled Laws, and a municipal electric utility or agency. "Assessment district" means the real property within a district area upon which special assessments are levied or imposed or the construction, reconstruction, betterment, replacement, or repair of a facility to be paid for by funds derived from those special assessments imposed or levied on the benefited real property.

(i) "Retainage" or "retained funds" means the amount withheld from a progress payment to a contractor pursuant to Section 3.

Sec. 2. (1) The construction contract shall designate a person representing the contractor who will submit written requests for progress payments, and a person representing the public agency to whom requests for progress payments are to be submitted. The written requests for progress payments shall be submitted to the designated person in a manner and at such time as provided in the construction contract.

(2) The processing of progress payments by the public agency may be deferred by the public agency until work having a prior sequence, as provided in the contract documents, is in place and is approved.

(3) Each progress payment requested, including reasonable interest if requested under subsection (4), shall be paid within 1 of the following time periods, whichever is later:

(a) Thirty days after the architect or professional engineer has certified to the public agency that work is in place in the portion of the facility covered by the applicable request for payment in accordance with the contract documents.

(b) Fifteen days after the public agency has received the funds with which to make the progress payment from a department or agency of the federal or state government, if any funds are to come from either of those sources.

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

Sec. 3. (1) To assure proper performance of a construction contract by the contractor, a public agency may retain a portion of each progress payment otherwise due as provided in this section.

(2) The retainage shall be limited to the following:

(a) Not more than 10% of the dollar value of all work in place until work is 50% in place.

(b) After the work is 50% in place, additional retainage shall not be withheld unless the public agency determines that the contractor is not making satisfactory progress, or for other specific cause relating to the contractor's performance under the contract. If the public agency so determines, the public agency may retain not more than 10% of the dollar value of work more than 50% in place.

(3) The retained funds shall not exceed the pro rata share of the public agency's matching requirement under the construction contract and shall not be commingled with other funds of the public agency and shall be deposited in an interest bearing account in a regulated financial institution in this state wherein all such retained funds are kept by the public agency which shall account for both retainage and interest on each construction contract separately. A public agency is not required to deposit retained funds in an interest bearing account if the retained funds are to be provided under a state or federal grant and the retained funds have not been paid to the public agency.

(4) Except as provided in Section 4(7) and (8), retainage and interest earned on retainage shall be released to a contractor together with the final progress payment.

(5) At any time after 94% of work under the contract is in place and at the request of the original contractor, the public agency shall release the retainage plus interest to the original contractor only if the original contractor provides to the public agency an irrevocable letter of credit in the amount of the retainage plus interest, issued by a bank authorized to do business in this state, containing terms mutually acceptable to the contractor and the public agency.

Sec 4. (1) The construction contract shall contain an agreement to submit those matters described in subsection (3) to the decision of an agent at the option of the public agency.

(2) If a dispute regarding a matter described in subsection (3) arises, the contractor and the public agency shall designate an agent who has background, training, and experience in the construction of facilities similar to that which is the subject of the contract, as follows:

(a) In an agreement reached within 10 days after a dispute arises.

(b) If an agreement cannot be reached within 10 days after a dispute arises, the public agency shall designate an agent who has background, training, and experience in the construction of facilities similar to that which is the subject of the contract and who is not an employee of the agency.

(3) The public agency may request dispute resolution by the agent regarding the following:

(a) At any time during the term of the contract, to determine whether there has been a delay for reasons that were within the control of the contractor, and the period of time that delay has been caused, continued, or aggravated by actions of the contractor.

(b) At any time after 94% of work under the contract is in place, whether there has been an unacceptable delay by the contractor in performance of the remaining 6% of work under the contract. The agent shall consider the terms of the contract and the procedures normally followed in the industry and shall determine whether the delay was for failure to follow reasonable and prudent practices in the industry for completion of the project.

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

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

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

(7) If the dispute resolution results in a decision:

(a) That there has been a delay as described in subsection (3)(a), all interest earned on retained funds during the period of delay shall become the property of the public agency.

(b) That there has been unacceptable delay as described in subsection (3)(b), the public agency may contract with a subsequent contractor to complete the remaining 6% of work under the contract, and interest earned on retained funds shall become the property of the public agency. A subsequent contractor under this subdivision shall be paid by the public agency from the following sources until each source is depleted, in the order listed below:

(i) The dollar value of the original contract, less the dollar value of funds already paid to the original contractor and the dollar value of work in place for which the original contractor has not received payment.

(ii) Retainage from the original contractor, or funds made available under a letter of credit provided under section 3(5).

(iii) Interest earned on retainage from the original contractor, or funds made available under a letter of credit provided under section 3(5).

(8) If the public agency contracts with a subsequent contractor as provided in subsection (7)(b), the final progress payment shall be payable to the original contractor the time period specified in section 2(3). The amount of the final progress payment to the original contractor shall not include interest earned on retained funds. The public agency may deduct from the final progress payment all expenses of contracting with the subsequent contractor. This act shall not impair the right of the public agency to bring an action or to otherwise enforce a performance bond to complete work under a construction contract.

Sec. 5. (1) Except as provided in subsection (2), this act shall apply only to a construction contract entered into after the effective date of this act.

(2) For a construction contract entered into before the effective date of this date, the provisions of this act may be implemented by a public agency, through a contract amendment, upon the written request of the contractor, with such consideration as the public agency considers adequate.

Sec. 6. This act shall take effect January 1, 1983.

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PUBLIC ACT 57
STATE OF MICHIGAN
89th LEGISLATURE
REGULAR SESSION OF 1998

Introduced by Reps. Middaugh, Alley, Brackenridge, Olshove, Dobronski, Griffin, Gernaat, Walberg, Rhead, Richner, Kukuk, Callahan, Murphy, Thomas, Leland, Profit, Palamara, Wetters, McNutt, Varga, Gagliardi, Gustafson, Kilpatrick, Sikkema, Schermesser, Birkholz, Bodem, Dobb, Raczkowski and Perricone

ENROLLED HOUSE BILL NO. 5607

AN ACT to require contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for the modification of contracts for improvement to real property; to provide for remedies; and to repeal acts and parts of acts.

The People of the State of Michigan enact:

Sec. 1. As used in this act:

(a) "Contractor" means a person who contracts with a governmental entity to improve real property or perform or manage construction services. Contractor does not include a person licensed under Article 20 of the Occupational Code, 1980 PA 299, MCL 339.2001 to 339.2014.

(b) "Governmental Entity" means the state, a county, city, township, village, public educational institution, or any political subdivision thereof.

(c) "Improve" means to build, alter, repair, or demolish an improvement upon, connected with, or beneath the surface of any real property, to excavate, clear, grade, fill, or landscape any real property, to construct driveways and roadways, or to perform labor upon improvements.

(d) "Improvement" includes, but is not limited to, all or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, landscaping, trees, shrubbery, driveways, and roadways on real property.

(e) "Person" means an individual, corporation, partnership, association, governmental entity, or any other legal entity.

(f) "Real Property" means the real estate that is improved, including, but not limited to, lands, leaseholds, tenements, hereditaments, and improvements placed on the real property.

Sec. 2. A contract between a contractor and a governmental entity for an improvement that exceeds \$75,000.00 shall contain all of the following provisions:

(a) That if a contractor discovers 1 or both of the following physical conditions of the surface or subsurface at the improvement site, before disturbing the physical condition, the contractor shall promptly notify the governmental entity of the physical condition in writing.

(i) A subsurface or latent physical condition at the site is differing materially from those indicated in the improvement contract.

(ii) An unknown physical condition at the site is of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the improvement contract.

(b) That if the governmental entity receives a notice under subdivision (a), the governmental entity shall promptly investigate the physical condition.

(c) That if the governmental entity determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the contract, the governmental entity's determination shall be made in writing and an equitable adjustment shall be made and the contract modified in writing accordingly.

(d) That the contractor cannot make a claim for additional costs or time because of a physical condition unless the contractor has complied with the notice requirements of subdivision (a). The governmental entity may extend the time required for notice under subdivision (a).

(e) That the contractor cannot make a claim for an adjustment under the contract after the contractor has received the final payment under the contract.

Sec. 3. (1) If the contractor does not agree with the governmental entity's determination, with the governmental entity's consent the contractor may complete performance on the contract.

(2) At the option of the governmental entity, the contractor and the governmental entity shall arbitrate the contractor's entitlement to recover the actual increase in contract time and costs incurred because of the physical condition of the improvement site. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and judgment rendered may be entered in any court having jurisdiction.

Sec. 4 If an improvement contract does not contain the provisions required under Section 2, the provisions shall be incorporated into and considered part of the improvement contract.

Sec. 5 This Act does not limit the rights or remedies otherwise available to a contractor or the governmental entity under any other law or statute.

Sec. 6 This Act is repealed effective December 31, 2001.

Enacting Section 1. This Act takes effect 180 days after the date this Act is enacted.

This Act is ordered to take immediate effect.

(Signed by John Engler, Governor of Michigan, at 3:00 p.m. on April 8, 1998)

Act No. 517
Public Acts of 2012
Approved by the Governor
December 28, 2012
Filed with the Secretary of State
December 28, 2012
EFFECTIVE DATE: April 1, 2013

**STATE OF MICHIGAN
96TH LEGISLATURE
REGULAR SESSION OF 2012**

Introduced by Senators Kahn, Marleau, Brandenburg, Anderson, Green and Booher

ENROLLED SENATE BILL No. 1024

AN ACT to prohibit persons who have certain economic relationships with Iran from submitting bids on requests for proposals with this state, political subdivisions of this state, and other public entities; to require bidders for certain public contracts to submit certification of eligibility with the bid; to require reports; and to provide for sanctions for false certification.

The People of the State of Michigan enact:

Sec. 1. This act shall be known and may be cited as the "Iran economic sanctions act".

Sec. 2. As used in this act:

- (a) "Energy sector of Iran" means activities to develop petroleum or natural gas resources or nuclear power in Iran.
- (b) "Investment" means 1 or more of the following:
 - (i) A commitment or contribution of funds or property.
 - (ii) A loan or other extension of credit.
 - (iii) The entry into or renewal of a contract for goods or services.
- (c) "Investment activity" means 1 or more of the following:
 - (i) A person who has an investment of \$20,000,000.00 or more in the energy sector of Iran.
 - (ii) A financial institution that extends \$20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit for investment in the energy sector of Iran.
- (d) "Iran" means any agency or instrumentality of Iran.
- (e) "Iran linked business" means either of the following:
 - (i) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
 - (ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.
- (f) "Person" means any of the following:
 - (i) An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.
 - (ii) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c)(3) of the international financial institutional act, 22 USC 262r(c)(3).

(275)

(iii) Any successor, subunit, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph (i) or (ii).

(g) "Public entity" means this state or an agency or authority of this state, school district, community college district, intermediate school district, city, village, township, county, public authority, or public airport authority.

Sec. 3. (1) Beginning April 1, 2013, an Iran linked business is not eligible to submit a bid on a request for proposal with a public entity.

(2) Beginning April 1, 2013, a public entity shall require a person that submits a bid on a request for proposal with the public entity to certify that it is not an Iran linked business.

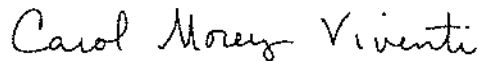
Sec. 4. If a public entity determines, using credible information available to the public, that a person has submitted a false certification under section 3(2), the public entity shall provide the person with written notice of its determination and of the intent not to enter into or renew a contract with the person. The notice shall include information on how to contest the determination and specify that the person may become eligible for a future contract with the public entity if the person ceases the activities that cause it to be an Iran linked business. The person shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If a person does not make that demonstration within 90 days after receipt of the notice, the public entity may terminate any existing contract and shall report the name of the person to the attorney general together with information supporting the determination.

Sec. 5. The attorney general may bring a civil action against any person reported under section 4. If a civil action results in a finding that the person submitted a false certification, the person is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the public entity's investigation, and reasonable attorney fees, in addition to the fine. A person who submitted a false certification shall be ineligible to bid on a request for proposal for 3 years from the date the public entity determines that the person has submitted the false certification.

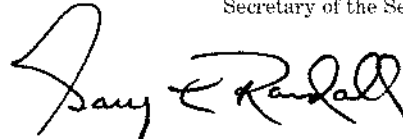
Sec. 6. The provisions of this act are effective only if Iran is a state sponsor of terror as defined under section 2 of the divestment from terror act, 2008 PA 234, MCL 129.292.

Enacting section 1. This act takes effect April 1, 2013.

This act is ordered to take immediate effect.



Secretary of the Senate



Clerk of the House of Representatives

Approved

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Governor

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Statewide Prohibition Against Iran-Linked Businesses

The Michigan State legislature passed legislation to prohibit entities that have certain economic relationships with Iran from submitting a bid on a request for proposals (RFP) from state public entities, to require bidders for certain public contracts to submit certification of eligibility with a bid, and to respond to and report a false certification.

The "Iran Economic Sanctions Act" (P.A. 517 of 2012) makes an Iran-linked business ineligible to submit a bid on a RFP with a public entity. School districts, community college districts, and intermediate school districts must require each entity submitting a bid on an RFP to certify it is not an Iran-linked business. This requirement applies to all RFPs and not just to construction projects. Applicants for MDE grants will be required to assure compliance with this condition.

The Iran Economic Sanctions Act defines Iran-linked business as either of the following:

- A person engaging in investment activities in the energy sector of Iran, including a person who provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
- A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

There are additional requirements to respond to and report an entity that has submitted a false certification. These requirements are described in the Iran Economic Sanction Act at: <http://www.legislature.mi.gov/documents/2011-2012/publicact/pdf/2012-PA-0517.pdf>

Provisions of the Iran Economic Sanction Act remain in effect as long as Iran is defined by the U.S. Secretary of State as a state sponsor of terror, a country determined to have repeatedly provided support for acts of international terrorism. Information about federal sanctions is available at: <http://www.state.gov/j/ct/list/c14151.htm>

Questions regarding the requirements of the Iran Economic Sanction Act may be directed to the Attorney General's office.

**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (*the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.*), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

Vendor	
Legal Name	
Street Address	
City	
State, Zip	
Corporate I.D. Number / State	
Taxpayer I.D. #	

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/ or services to the Owner.

Signature of Vendor's
Authorized Agent:

Printed Name of Vendor's
Authorized Agent:

Witness Signature:

Printed Name of Witness:

SECTION 00800

GENERAL SUPPLEMENTARY CONDITIONS

PART 1 INSURANCE

1.1 Insurance Required of the Contractor

- A. Prior to commencement of the work, the Contractor shall purchase and maintain during the term of the project such insurance as will protect him, the Owner, and the Engineer from claims arising out of the work described in this contract and performed by the Contractor, Subcontractor(s) or Sub-Subcontractor(s) consisting of the below listed policies.

1.2 Worker's Compensation Insurance

- A. Worker's Compensation insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation Statutes of the states in which work is conducted under this contract; disability benefit laws, if any; or Federal compensation acts such as U. S. Longshoremen or harbor Workers', maritime Employment, or Railroad Compensation Act(s), if applicable.
- B. Self-insurance plans approved by the regulatory authorities in the state in which work on this project is performed are acceptable.

1.3 Comprehensive General Liability

- A. A Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures:
1. All premises and operations
 2. Explosion, collapse and underground damage
 3. Contractor's Protective coverage for independent contractors or subcontractors employed by him.
 4. Contractual Liability for the obligation assumed in the Indemnification or Hold Harmless agreement found hereinafter.
 5. The usual Personal Injury Liability endorsement with no exclusions pertaining to employment.
 6. Products and Completed Operations coverage. This coverage shall extend through the contract guarantee period.
- B. Additional Insured Requirements:
1. Coverage shall be Primary and Non-contributory and Waiver of Subrogation applies.
 2. The policy shall include an endorsement which includes the following as additional insured's:
 - a. The Owner, their council, members, Board members, public officials, consultants, agents, and employees
 - b. The "Engineer"
Hubbell, Roth & Clark, Inc.

Bloomfield Hills, Michigan
Their owners, directors, officers, consultants, agents, and employees

1.4 Comprehensive Automobile Liability

- A. A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles and including Michigan "No Fault" coverage.
- B. In light of standard policy provisions concerning (a) loading and unloading and (b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.
- C. Additional Insured Requirements:
 - 1. Coverage shall be Primary and Non-contributory
 - 2. The policy shall include an endorsement which includes the following as additional insured's:
 - a. The Owner, their council, members, Board members, public officials, consultants, agents, and employees
 - b. The "Engineer"
Hubbell, Roth & Clark, Inc.
Bloomfield Hills, Michigan
Their owners, directors, officers, consultants, agents, and employees

1.5 Owner's & Contractors Protective Liability Policy

- A. The Contractor shall purchase for the Owner, a separate Owner's Protective Liability policy to protect the Owner, the Engineer, their consultants, agents, employees and such public corporations in whose jurisdiction the work is located, for their contingent liability for work performed by the Contractor, the Subcontractor(s) or the Sub-Subcontractor(s) under this contract.
- B. Purchase the Owner's Protective Liability policy in the Owner's name.
- C. Additional Insured Requirements:
 - 1. The policy shall include an endorsement which includes the following as additional insured's:
 - a. The "Engineer"
Hubbell, Roth & Clark, Inc.
Bloomfield Hills, Michigan
Their owners, directors, officers, consultants, agents, and employees

1.6 Builder's Risk-Installation Floater

- A. The Contractor shall purchase a Builder's Risk-Installation Floater in a form acceptable to the Owner covering property of the project for the full cost of replacement as of the time of any loss which shall include, as named insured, (a) the Contractor, (b) all Subcontractors, (c) all Sub-Subcontractors, (d) the Owner, and the Engineer, as their respective interests may prove

to be at the time of loss, covering insurable property which is the subject of this contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured(s).

- B. Coverage shall be effected on an "All Risk" form including, but not limited to, the Perils of fire, wind, flood, vandalism, collapse, theft and earthquake, with exclusions normal to the cover.
- C. The Contractor may arrange for such deductibles as he deems to be within his ability to self-assume, but he will be held solely responsible for the amount of such deductible and for any coinsurance penalties.
- D. Any insured loss shall be adjusted with the Owner and the Contractor and paid to the Owner and Contractor as trustee for the other insured.
- E. Additional Insured Requirements:
 - 1. Coverage shall be Primary and Non-contributory
 - 2. The policy shall include an endorsement which includes the following as additional insured's:
 - a. The Owner, their council, members, Board members, public officials, consultants, agents, and employees
 - b. The "Engineer"
Hubbell, Roth & Clark, Inc.
Bloomfield Hills, Michigan
Their owners, directors, officers, consultants, agents, and employees

1.7 Umbrella or Excess Liability

- A. The Contractor is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested.
- B. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to his automobile liability insurance.
- C. Additional Insured Requirements:
 - 1. Coverage shall be Primary and Non-contributory and Waiver of Subrogation applies.
 - 2. The policy shall include an endorsement which includes the following as additional insured's:
 - a. The Owner, their council, members, Board members, public officials, consultants, agents, and employees
 - b. The "Engineer"
Hubbell, Roth & Clark, Inc.
Bloomfield Hills, Michigan
Their owners, directors, officers, consultants, agents, and employees

1.8 Railroad Protective Liability

- A. Where such an exposure exists, as determined by the Owner, the Contractor will provide coverage in the name of each railroad company having jurisdiction over rights-of-way across which work under the contract is to be performed.
- B. Additional Insured Requirements:
1. Coverage shall be Primary and Non-contributory and Waiver of Subrogation applies.
 2. The policy shall include an endorsement which includes the following as additional insured's:
 - a. The Owner, their council, members, Board members, public officials, consultants, agents, and employees
 - b. The "Engineer"
Hubbell, Roth & Clark, Inc.
Bloomfield Hills, Michigan
Their owners, directors, officers, consultants, agents, and employees

1.9 Limits of Liability

- A. The required limits of liability for insurance coverage shall be **not less than** the following:
1. Workers' Compensation
Coverage A - CompensationStatutory
Coverage B - Employer's Liability\$500,000
 2. Comprehensive General Liability
Bodily Injury and Property Damage\$1,000,000 Each Occurrence
Combined Single Limit\$2,000,000 Per Job Aggregate
.....\$1,000,000 Completed Operations Aggregate
 3. Comprehensive Automobile Liability
Bodily Injury and Property Damage\$1,000,000 Each Accident
Combined Single Limit
 4. Owner's Protective
Bodily Injury and Property Damage\$1,000,000 Per Occurrence
Combined Single Limit\$1,000,000 Aggregate
 5. Builder's Risk & Installation Floater Cost to replace at time of loss
 6. Umbrella or Excess Liability \$2,000,000 Per Occurrence
.....\$2,000,000 Aggregate
 7. Insurance - Other Requirements
 - a. Notice of Cancellation or Intent Not to Renew: Policies will be endorsed to provide that at least 30 days written notice shall be given to the Owner and to the Engineer, of cancellation of, material change, or intent not to renew (see sample endorsements which follow this Section).

1.10 Evidence of Coverage

- A. Prior to commencement of the work, the Contractor shall furnish to the Owner, Certificates of Insurance in force on the Owner's Form of Certificate provided.
- B. Other forms of Certificate are acceptable only if (1) they include all of the items prescribed in the Owner's Form of Certificate, including agreement to cancellation provisions outlined

herein, (2) the Engineer's Project Identification Number, and (3) they have written approval of the Owner and the Engineer.

- C. The Owner reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by certificates.
- D. Such policy copies shall be "Originally Signed Copies," and so designated.
 - 1. Insurance Required for the Contractor
 - a. Workers' Compensation and Employers' Liability
 - b. Comprehensive General Liability-including:
 - 1) All premises and operations.
 - 2) Explosion, collapse and underground damage.
 - 3) Contractor's Protective.
 - 4) Contractual Liability for obligations assumed in the Indemnification-Hold Harmless Agreement of this Contract.
 - 5) Personal Injury Liability.
 - 6) Products and Completed Operations
 - c. Comprehensive Automobile Liability - including owned, non-owned and hired vehicles and Michigan "No Fault" coverage.
 - d. Umbrella or Excess Liability.
 - e. Builders Risk Installation Floater
 - f. Railroad Protective Liability
 - 2. Insurance Required for the Owner
 - a. Owners' and Contractor's Protective Liability Policy which names as additionally insured the Engineer, their consultants, agents, employees and such public corporations in whose jurisdiction the work is located.
 - b. Refer to sample endorsements which follow this Section.

1.11 Qualification of Insurers

- A. In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a financial rating no lower than XI and a policyholder's service rating no lower than A as listed in A. M. Best's Key Rating Guide, current edition.
- B. Companies with ratings lower than A;XI will be acceptable only upon written consent of the Owner.

1.12 Contract Security

- A. If the Owner is a public entity, the Contractor shall furnish a surety bond (form attached) in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this contract. The Contractor shall furnish, also, a separate surety bond (form attached) in an amount at least equal to 100 percent of the contract price as security for the payment of all persons performing labor on the project under this contract, and furnishing materials in connection with this contract. The surety on each such bond shall be a duly authorized surety company satisfactory to the Owner.
- B. Regardless of whether the Owner is or is not a public entity, the Contractor shall furnish a Maintenance and Guarantee Bond (form attached) covering all work under this contract. The

guarantee is to cover a period of one year subsequent to the date of the final estimate, unless otherwise specified.

- C. Surety Companies providing and executing Surety and Guarantee Bonds shall appear on the United States Treasury Departments most current list, Circular 570, as holding certificates of authority as acceptable sureties on federal bonds. The penal sum of such bonds shall not exceed the a company's limitation as stated therein. A surety company shall be licensed in the State in which it provides a bond and in the State where the contract work is to be performed.

1.13 Indemnification

- A. The contractor agrees to indemnify, defend, and save harmless the Owner and the Engineer, their consultants, agents, and employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Owner and the Engineer, their consultants, agents, and employees for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, whether such injuries to persons or damage to property is due, or claimed to be due, to the negligence of the contractor, his subcontractors, the Owner, the Engineer, and their consultants, agents, and employees, **except** only such injury or damage as shall have been occasioned by the sole negligence of the Owner, the Engineer, or their agents, employees or consultants.
- B. The Contractor also agrees to indemnify, defend and save harmless the Owner and the Engineer, their owners, directors, Board members, officers, directors, officials, and council members, consultants, agents and employees, from and against any and all loss or expense (including costs and attorney's fees) for any and all claims or allegations of supervision, inspection or observation activities or services which may arise out of, or in consequence of, the performance of this work.

PART 2 PART 2 – NOT USED

PART 3 PART 3 – NOT USED

END OF SECTION

Client#: 7782 PAVCOR

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY) 04/02/2016

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

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

PRODUCER Insurance Agency 24724 Any Street (248) 666-6666 P.O. Box 2067 SomeCity, MI 48037-2067	CONTACT NAME: Insurance Agent name PHONE: 248 666-6666 FAX: 248 111-1111 EMAIL: InsuranceAgent@InsuranceGroup.com ADDRESS: PRODUCER CUSTOMER ID #:
INSURED Company ABC 2664 Street Name AnyCity, MI 48183	INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company 1 INSURER B: Insurance Company 2 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR. LTR.	TYPE OF INSURANCE	ADOL. SUBR. INSR. W/O/D	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	X X	MPA00000042433S	11/17/2014	11/17/2016	EACH OCCURRENCE Deductible TO RENTED PREMISES (Ea occurrence) \$100,000 MED EOP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Drive Other Car	X X	BA00000042434S	11/17/2014	11/17/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$	X X	CMB00000042435S	11/17/2014	11/17/2016	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC0001100555	06/01/2014	04/30/2016	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Installation Floater	X	MPA00000042433S	11/17/2014	11/17/2016	\$150,000 \$1,000 deductible

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

Municipality Name, their council, members, board members, public officials, consultants, agents, and
(Please refer to attached Endorsements evidencing the change of policy.)

CERTIFICATE HOLDER Municipality Name 18500 Street Name AnyCity, MI 48025	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SIGNATURE
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DESCRIPTIONS (Continued from Page 1)

employees, as well as the engineer; Hubbell Roth & Clark, their owners, directors, officers, consultants, agents, and employees are included as Additional Insured per written contract with respect to the general, auto and umbrella liability coverages for the work performed by the named insured for the certificate holder. Insurance is considered primary and non contributing and a waiver of subrogation applies. Should any of the above described policies be cancelled before the expiration date thereof, the issuing Company will mail 30 days prior written notice to the Certificate holder. Endorsements evidencing the change of Policy are attached.

Example only

POLICY NUMBER: TRA 4820287

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE

SCHEDULE

Number of Days' Notice 30

<u>Name Of Additional Insured Person(s) Or Organization(s)</u>	<u>Location(s) Of Covered Operations</u>

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COMMERCIAL GENERAL LIABILITY
CG 20 33 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Example only

SPREXC

ACORDTM INSURANCE BINDER				DATE 06/18/14	
THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.					
PRODUCER PHONE (A/C, No, Ext): 248-555-5555 FAX (A/C, No): 248-333-3333		COMPANY Selective Insurance Company of Amer		BINDER # BINDER83730	
Insurance Company Name Any Street City, State Zip		EFFECTIVE DATE 06/18/14		EXPIRATION DATE 08/18/14	
CODE : 38-3112729 SUB CODE :		TIME 12:01		TIME 12:01 AM	
AGENCY CUSTOMER ID : 7430		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #			
INSURED Owner's Name Any Street SomeCity, MI 48001		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (including Location) Project Description			

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP				
OWNERS & CONTRACTORS PROTECTIVE LIABILITY		EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTED PREMISES: \$ MED EXP (Any one person): \$ PERSONAL & ADV INJURY: \$ GENERAL AGGREGATE: \$ 1,000,000 PRODUCTS - COMPOD AGG: \$		
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT: \$ BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE: \$ MEDICAL PAYMENTS: \$ PERSONAL INJURY PROT: \$ UNINSURED MOTORIST: \$		
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION <input type="checkbox"/> OTHER THAN COLL:		ALL VEHICLES SCHEDULED VEHICLES ACTUAL CASH VALUE STATED AMOUNT: \$ OTHER:		
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT: \$ OTHER THAN AUTO ONLY: EACH ACCIDENT: \$ AGGREGATE: \$		
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM		EACH OCCURRENCE: \$ AGGREGATE: \$ SELF-INSURED RETENTION: \$		
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		WC STATUTORY LIMITS E.L. EACH ACCIDENT: \$ E.L. DISEASE - EA EMPLOYEE: \$ E.L. DISEASE - POLICY LIMIT: \$		
SPECIAL CONDITIONS/OTHER COVERAGES Named insured to include: Owners Name & the Engineer, their (See attached Spec Conditions/Other Cogs page.)		FEES: \$ TAXES: \$ ESTIMATED TOTAL PREMIUM: \$		

NAME & ADDRESS Contractors Name SomeStreet AnyCity State Zip		MORTGAGEE <input type="checkbox"/> LOSS PAYEE	ADDITIONAL INSURED <input checked="" type="checkbox"/> Contractor
		LOAN #	
		AUTHORIZED REPRESENTATIVE <i>Michael G. Zervas</i>	

ACORD 75 (2011/01) 1 of 3 #5069 NOTE: IMPORTANT STATE INFORMATION ON REVERSE SIDE MSB © ACORD CORPORATION 1993

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Delaware

The mortgagee or Obligor of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

SPECIAL CONDITIONS/OTHER COVERAGES (Cont. from page 1)

consultants, agents, employees,
& such public corporations in whose jurisdiction the work is located.

**** Continued From Additional Interests Section ****

Hubbell, Roth & Clark, Inc.
555 Hulet Drive; P.O. Box 824
Bloomfield Hills, MI 48303-0824
Type: Additional Insured

Example only

COMMERCIAL GENERAL LIABILITY
CG 20 31 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – ENGINEERS,
ARCHITECTS OR SURVEYORS**

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any architect, engineer or surveyor engaged by you, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In connection with your premises; or
2. In the performance of your ongoing operations.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional services by or for you.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SECTION 01000

GENERAL SPECIFICATIONS

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1.3	EASEMENTS.....	2
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1.9	ROAD PERMITS	5
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1.31	TRAFFIC CONTROL	11
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1.33	INCONVENIENCES	11

1.1 WORKING SPACE

- A. The contractor shall interfere as little as possible with traffic and in all cases shall confine the work operations to the minimum space possible.
- B. Stockpiling of construction material and equipment will be permitted as necessary, but in no case shall traveled roadways, driveways, or entrances be unduly obstructed.

- C. Should storage areas be desired on private property, the Contractor may obtain such space on privately owned property at his own expense, by agreement with the property owner thereof. The Contractor shall provide the Owner with a copy of the written permission from the private property owner prior to occupying the property.

1.2 WORK WITHIN PUBLIC STREETS OR LAND

- A. Where the centerline of the proposed improvement is within the public street or land, the contractor shall confine his operations to within the public street or land unless easements have been acquired (See "Easements"). It shall be the contractor's responsibility to use such methods and/or materials, including sheeting, so as to prevent any portion of the excavation from encroaching on private property. This shall not preclude the contractor from obtaining the right to encroach on private land in accord with the foregoing article "Working Space." All signing and barricading shall be done in accordance with current edition of the Michigan Manual of Uniform Traffic Control Devices (M.M.U.T.C.D.) as issued by the Michigan Department of Transportation.

1.3 EASEMENTS

- A. In certain instances the owner may have acquired certain permanent easements and construction easements for the contractor's use in constructing the work. The contractor shall confine work operations to these easements except as noted under the foregoing article "Working Space."

1.4 LOCATING WORK

- A. The contractor shall accurately locate the work from reference points established by the Owner along the surface of the ground and the line of work. For sewers, "cut sheets" will be furnished by the Owner. Reference points shall be protected and preserved by the contractor.

1.5 SOIL CONDITIONS

- A. The contractor, as such and as bidder, shall make his own determination as to soil and/or rock conditions and shall complete the work in whatever material and under whatever conditions may be encountered or created, without extra cost to the owner. This shall apply whether or not borings are shown on the drawings.
- B. The owner does not guarantee that the ground encountered during construction will conform with any boring information furnished herein.
- C. The Owner and Engineer may have been involved in the design, construction observation, and/or construction of other underground projects in the area of the proposed construction. The observation field reports, soil reports, and any soil information connected with these projects are available for review by the prospective bidders.

1.6 SURVEY MONUMENTS

- A. Monuments or other recognized property boundary markers at street intersections, section corners, acreage or lot corners, and right-of-way lines shall be preserved and protected. Where such monuments or markers must be removed during construction, the Owner shall be

notified and the Contractor shall make all necessary arrangements with a land surveyor registered in the State of Michigan to have these monuments or markers properly witnessed prior to disturbance or removal and later reset by the registered land surveyor at no cost to the Owner.

1.7 TRENCH BACKFILL

- A. The Contractor, as such and as bidder, shall carefully review the contract drawings and specifications and shall determine the extent of the "Special Backfill" requirements. The cost of providing for and meeting the requirements for Special Backfill shall be included in the unit price of the work as bid at no extra cost to the Owner.
- B. Special backfill shall be used at all locations and of the type called for on the drawings, and at other locations specified herein whether called for on the drawings or not.
- C. The type and method of backfilling is dependent on its locations and function and shall conform with the following requirements. The owner will supply field observation on the special backfill compaction requirements.
- D. Backfilling of trenches in the shoulder area and under private gravel drives shall be carried to within 6 inches of the existing surface as specified under Trench A or Trench B as required. The shoulder shall be defined herein as the area within ten feet of the pavement edge, or the width of the existing graveled shoulder, whichever is the lesser. The remaining depth shall be backfilled with 6 inches of compacted 21AA aggregate. Backfilling of trenches crossing gravel roads or streets shall be carried to within 8 inches of the existing surface and the remaining depth shall be backfilled with 8 inches of compacted 21AA limestone aggregate. Compaction shall be performed by a pneumatic-tired roller or a vibratory compactor until the compaction requirements as required for Trench A or Trench B and as detailed in the following paragraphs are met.
- E. The requirements as specified herein are in addition to the conditions provided for under permit granted by the Board of County Road Commissioners of the County or the Michigan Department of Transportation.
- F. Trench A
 - 1. All trenches under graveled, slag or hard surfaced roads, pavements, hard surfaced parking lots and driveways, sidewalks, curbs and where the trench edge is within 3 feet of a pavement shall be backfilled with bank run sand meeting the requirements of Granular Material, MDOT Class II. The material shall be placed by the Controlled Density Method or other effective means having the approval of the Engineer and is to be compacted to 95 percent of maximum unit weight as determined by ASTM D-1557 Modified Proctor. Trenches under pavement to be constructed in the near future, as noted or shown on the drawings, shall be backfilled with MDOT Class II Granular Material, meeting the requirements of Table 902-3 Grading Requirements for Granular Materials 1996 in the MDOT 1996 Standard Specifications for Construction.
- G. Trench B
 - 1. Trench B shall be used where called for on the drawings and where the trench crosses slag or gravel drives, shoulders, or parking lots whether called for on the drawings or not.

- H. All trenches shall be backfilled with granular material, MDOT Class II to a point 12 inches above the pipe for diameters less than 24 inches and up to the spring line with materials meeting the requirements of the 1996 MDOT Table 902-2, Class 34R for diameters 24 inches or larger. This portion of the backfill is to be placed in layers not exceeding 6 inches in depth, and shall be thoroughly compacted by mechanical tamping to not less than 95% of maximum unit weight utilizing ASTM D-1557 Modified Proctor. The remainder of the backfill shall be made with suitable excavated material (excluding blue and gray clays, peat, muck, marl or other organic materials) placed in one foot layers with each layer being thoroughly compacted by approved mechanical methods, or other effective means having the approval of the Engineer, to a density of 90% of maximum unit weight utilizing ASTM D-1557 Modified Proctor.

1.8 MAINTENANCE AND RESTORATION OF PAVEMENTS, ROAD SURFACES, STRUCTURES AND TRENCH BACKFILL

- A. Where trenches cross existing improved roadways or drives or where the trench parallels an existing improved roadway which is disturbed by the contractor's operations, the contractor shall consolidate the trench backfill and shall place a temporary gravel fill, meeting 21AA Aggregate Gradation or (County Road Specifications) at least 8" thick; and shall, during the life of the contract, maintain the same in good condition with additional gravel as settling takes place. All structures, including curbing, walks, paving, gravel, or street road surfaces, etc., that may be damaged or destroyed by the contractor's operations, shall be repaired and replaced by him at his own expense. In restoring pavement, a saw shall be used and a cut equal to at least 3/4 of the thickness of the existing pavement shall be made on each side of the part to be restored, with the exception of expansion joints that shall be saw cut the full depth of the pavement. Concrete shall be 3500 psi, using six (6) sacks of cement per cubic yard of concrete, unless otherwise required.
- B. If the pavement removed had an asphaltic concrete surface, the surface shall be removed to a distance one foot beyond the limits of the removed concrete pavement. The butt joint in asphaltic concrete removal shall be prepared by sawing through the total depth of asphaltic concrete. The surface shall be replaced with a nominal two inches of MDOT bituminous surface mixture as required by the Owner and meeting the requirements of the Michigan Department of Transportation as to materials and method of replacement at no extra cost to the Owner.
- C. Trenches shall be backfilled to the requirement of "Trench A" or "Trench B" specifications as described in this section and as specified on plans and profiles. After completion of backfill, the work area shall be restored as noted under "Final Cleanup - Grading, Topsoil, and Seeding and/or Sodding".

1.9 ROAD PERMITS

- A. The contractor shall obtain any necessary construction permits required of contractors for work within public streets, highways, roads, or alleys. The cost of construction permits, including, but not limited to, inspection fees, application fees, and/or review fees that may be required in connection with such permits, shall be at the Contractor's expense. Construction operations shall be conducted in accordance with provisions of such permits, including tunneling of pavements where required. The cost of any required bonds shall be included in the cost of the work as bid.

1.10 ROAD DETOURS

- A. The contractor shall provide and maintain all temporary roadways as required for work operations or as required under "Road Permits" or otherwise specified or shown on the drawings at no extra cost to the Owner.

1.11 PROTECTION OF THE PUBLIC

- A. The contractor shall provide sufficient barricades, guard railings, fencing, advance construction signing, coverings or other means to protect the public from injury due to the work operations, including completed or uncompleted work, at all times until acceptance of the work by the Owner at no extra cost to the Owner.

1.12 BARRICADES AND PROTECTION

- A. The contractor shall provide and maintain in good repair, all barricades, guard railings, etc., as required for the protection of the workers, the Owner's employees and employees of Owner's agent in strict compliance with state and local requirements.
- B. At dangerous points throughout the work, the contractor shall provide and maintain guard rails, colored lights, and flags. All possible precautions shall be taken to protect the workers from injury at no extra cost to the Owner.

1.13 MAINTENANCE OF TRAFFIC

- A. During the progress of the work, the contractor shall accommodate both vehicular and pedestrian traffic as provided in these specifications and as indicated on the drawings. In the absence of specific requirements, traffic shall be maintained in accordance with the current edition of the Michigan Manual of Uniform Traffic Control Devices. Access to fire hydrants and water valves shall always be maintained. The contractor's truck and equipment operations on public streets shall be governed by County regulations, all local traffic ordinances, and regulations of the Fire and Police Department.
- B. Small street openings necessary for manholes, alignment holes, sewer connections, etc. will be permitted. Such holes shall not be open longer than necessary and shall be protected and any traffic detouring necessary shall be done to the satisfaction of the Owner. Wherever possible, small openings shall be covered with steel plates at pavement level secured in place during periods that work is not being performed at no extra cost to the Owner.
- C. Where streets are partially obstructed, the contractor shall place and maintain temporary driveways, ramps, bridges and crossings which in the opinion of the Owner are necessary to accommodate the public at no extra cost to the Owner. In the event of the contractor's failure to comply with the foregoing provisions, the Owner may, with or without notice, cause the same to be done and deduct the cost of such work from any monies due or to become due the contractor under this contract. However, the performance of such work by the Owner, or at his insistence, shall serve in no way to release the contractor from his liability for the safety of the traveling public.
- D. The contractor shall provide flagmen, warning lights, signs, fencing and barricades necessary to direct and protect vehicular and pedestrian traffic at no extra cost to the Owner.

- E. The contractor shall inform the local fire department in advance of work operations of street obstructions and detours, so that the fire department can set up plans for servicing the area in case of an emergency. The governing police department and the owner shall be notified at least one week prior to obstructing any street.

1.14 PRESERVATION OF TREES

- A. The contractor shall protect and preserve all trees along the line of work, and will be held responsible for any damage to trees. Where necessary to preserve a tree and its main roots, the contractor shall tunnel under such tree. Where specifically called for on the drawings, the contractor shall remove trees completely, including stumps and main roots.
- B. Where tunneling is not required for trees close to the trench and root trimming is necessary, the contractor shall hand trench ahead of the machine digging and cut all roots cleanly to minimize damage to the roots.
- C. Tree branches shall be tied back to protect them from the contractor's machinery.
- D. When a tree is removed by the contractor for his convenience and with the permission of the Owner and the adjacent property owner (where required), the contractor shall furnish one three (3) inch dia. tree for every six (6) inches of diameter of the tree removed. The species shall be as directed by the Owner. All trees installed shall be guaranteed to grow for a period of one (1) year.
- E. The contractor will receive no extra compensation for preservation of trees or for their removal and replacement where called for, and the cost of all work involved shall be included in the unit price bid or at no extra cost to the owner.

1.15 REPLACEMENT OF SHRUBBERY

- A. The contractor shall protect and/or replace all shrubbery damaged or destroyed by operations under this contract at no extra cost to the owner.

1.16 SODDING

- A. Where called for in the specifications, or on the drawings, the contractor shall furnish all labor and material and place Grade A sod to the finished grade shown or to conform with existing grades and provide a smooth and uniform surface to meet existing ground surface.
- B. Sod shall be densely rooted blue grass or other approved perennial grasses, free from noxious weeds and reasonably free from other weeds. Sod shall be not less than 2 inches thick, cut in strips not less than 10 inches wide by 18 inches long. The type of grass shall match the adjacent lawn.
- C. The area to be sodded shall be made smooth and shall be covered with not less than 2 inches of approved top soil screened to remove all debris uniformly spread over the scarified ground surface.
- D. Sod shall be moist and shall be laid in a moist earth bed. Pegs shall be used where required to hold the sod in place.

- E. Sod shall not be placed during a drought nor during the period from July 1 to August 15.
- F. Sod to be kept moist by the contractor for fourteen (14) days to insure growth.
- G. The cost of providing for and meeting the sodding requirements shall be included in the bid price or at no extra cost to the owner.

1.17 FINAL CLEANUP, GRADING, TOP SOIL AND SEEDING

- A. Upon completion of construction and before final payment is made, the contractor shall restore the working area to as clean a condition as existed before construction operations started.
- B. The Contractor shall go over the entire area and regrade and fill any areas that may have settled, including fills made from excess excavated materials and all other areas that may have been disturbed during construction operations.
- C. Where established lawn or grass areas have been disturbed by the contractor's operations, the Contractor shall provide, unless otherwise specified or called for on the drawings or in the specifications, not less than the minimum depth of approved top soil and shall grade, seed, fertilize and mulch the areas as required by the Owner and per the following Table:

<u>Location</u>	<u>Seed Mixture</u>	<u>Amount of Seed</u>	<u>Fertilizer</u>	<u>Top Soil (min.)</u>
Lawn	MDOT Class A	100 lb/Acre	400 lb/Acre	3"
Other Areas	MDOT Roadside	35 lb/Acre	200 lb/Acre	2"

- D. Fertilizing and sowing shall be done in an approved manner, and the seed shall be covered by light raking or dragging, and then rolled with a light roller. Fertilizer shall be 10-6-4 commercial type.
- E. Seeding areas are to be kept moist for fourteen (14) days to insure growth. The cost of providing for and meeting these requirements shall be incidental to the project unless otherwise provided.

1.18 EXISTING STRUCTURES AND UTILITIES

- A. Certain underground structures and utilities have been shown as an aid to the contractor, but the owner does not guarantee their location or that other underground structures or utilities may not be encountered.

1.19 PUBLIC AND PRIVATE UTILITIES

- A. Utilities
 - 1. The Contractor must provide adequate protection for water, sewer, gas, telephone, TV cable, or any other public or private utilities encountered. The Contractor will be held responsible for any damages to such utilities arising from his operation.
 - 2. When it is apparent that construction operations may endanger the foundations of any utility conduit, or the support of any structure, the contractor shall notify the utility owner of this possibility and shall take steps as may be required to provide temporary bracing or support of conduit or structures.

3. In all cases where permits or inspection fees are required by utilities in connection with changes to or temporary support of their conduits, the contractor shall secure such permits and pay all inspection fees.
4. Where it is necessary in order to carry out the work, that a pole, electric or telephone, be moved to a new location, or moved and replaced after construction, the contractor shall arrange for the moving of such pole or poles, and the lines thereof, and shall pay any charges therefor.
5. Where it is the policy of any utility owner to make repairs to damaged conduit or other structures, the contractor shall cooperate to the fullest extent with the utility and shall see that construction operations interfere as little as possible with the utilities operations. The contractor shall pay any charges for these repairs.

B. Existing Sewer Facilities

1. Existing sewers or drains may be encountered along the line of work. In all such cases, the contractor shall perform the work in such a manner that sewer service will not be interrupted. and shall make all temporary provisions to maintain sewer service as incidental to the work as bid.
2. Unless otherwise indicated on the drawings, the contractor shall replace any disturbed sewer or drain, or relay same at a new grade and/or location to be established by the Owner such that sufficient clearance for the sewer will be provided.
3. The contractor will receive no extra compensation for replacement or relocation of sewers or drains encountered, or for relaying at a new grade where called for by the drawings unless a separate bid item has been included in the proposal.

C. Existing Water Facilities

1. Where existing water mains are encountered in the work, they shall be maintained in operation. If necessary, they shall be re-laid using ductile iron pipe of the type and with joints as specified within the current water main specifications of the governmental agency controlling said utility.
2. The contractor will receive no extra compensation for the relaying and/or lowering or raising of water mains or water service leads, except where a separate bid item has been included in the proposal.

D. Existing Gas Facilities

1. Where existing gas mains and services are encountered, the contractor shall arrange with the gas company for any necessary relaying, and shall pay for the cost of such work unless otherwise provided.

1.20 PUMPING, BAILING AND DRAINING

- A. The contractor shall provide and maintain adequate pumping and drainage facilities for removal and disposal of water from trenches or other excavations.
- B. Where the work is in ground containing an excessive amount of water, the contractor shall provide, install, maintain, and operate suitable deep wells or well points, connecting manifolds and reliable pumping equipment to operate same to insure proper construction of the work. Alternate dewatering methods may be implemented if approved by the Owner.
- C. Drainage or discharge lines shall be connected to adjacent public storm water drains or extended to nearby water courses wherever possible. In any event, all pumping and drainage

shall be done without damage to any highway or other property, public or private, and without interference with the rights of the public or private property owners and in accordance with the MDEQ and local requirements for soil erosion and sedimentation control.

- D. The contractor shall receive no extra compensation for providing, maintaining or operating any dewatering or drainage facilities.

1.21 SHEETING, SHORING AND BRACING

- A. Where necessary in order to construct the work called for by the contract, to insure the safety of the workers, or to protect other things of value, the contractor shall use and, if necessary, leave in place, such sheeting, shoring, and bracing as is needed to carry out the work or to adequately insure the stability of such work, or to insure the safety of the workers and/or to protect adjoining things of value. The contractor will receive no extra compensation for sheeting, shoring, or bracing, whether removed or left in place.

1.22 DISPOSAL OF EXCAVATED MATERIAL

- A. With the exception of an amount of excavated materials sufficient for backfilling and construction of fills, as called for on the drawings, all broken concrete, stone, and excess excavated materials shall be disposed of from the site by the contractor. The contractor will be required to obtain his own disposal ground, and will receive no extra compensation for disposing of any of the excess materials.

1.23 DISPOSAL OF WASTE MATERIALS

- A. Unless otherwise directed by the owner, all waste materials and debris resulting from the construction work shall be removed from the premises at no extra cost to the owner.
- B. The contractor shall, at all times, keep the premises free from accumulations of waste material or debris caused by his employees or work, and shall remove same when necessary or required by the owner.

1.24 TUNNELING

- A. The contractor shall construct the work in tunnel where shown on the drawings or required by permits, and at other locations may, at his option, construct the work in tunnel where it crosses existing roadways, public and private utilities, walks or other structures. Tunnel work shall be constructed in accordance with the drawings and specifications, "Road Permit" requirements, or as otherwise noted on the drawings at no extra cost to the owner.

1.25 COMPRESSED AIR

- A. The contractor shall provide compressed air as required for the work at no extra cost to the owner.

1.26 EXPLOSIVES

Explosives may be brought or used on the premises only with the written consent of the owner.

- A. If explosives are used, the contractor shall comply with all laws, rules, and regulations governing their use. The contractor shall be fully responsible for the safety of all persons and property and any approval by the owner shall not relieve the contractor of such responsibility.
- B. All fees and assessments in connection therewith shall be paid for by the contractor, the cost of which shall be included in the proposal. The contractor shall be responsible for furnishing sufficient, properly qualified safety inspectors as required by the state and local governing bodies. The cost of providing for and meeting the requirements for handling explosives shall be at no extra cost to the owner.

1.27 INSPECTION OF PREMISES

- A. The bidder shall visit the premises and thoroughly acquaint himself with the conditions to be encountered in the installation of the work shown on the drawings and described in the specifications, as no extras will be allowed to cover work which he has not included in his tender due to his failure to inspect the premises.

1.28 SCHEDULE OF OPERATIONS

- A. The contractor shall submit, for the owner's review and approval, a schedule of his proposed operations. The contractor's schedule shall be complete and shall show in detail the manner in which he proposed to complete the work under this contract.

1.29 ORDINANCES AND CODES

- A. All work shall be executed and inspected in accordance with all local and state rules and regulations and all established codes applicable thereto and shall conform in all respects to the requirements of all authorities having jurisdiction thereover.
- B. Should any change in the contract plans and/or specifications be required to comply with local regulations, the contractor shall notify the owner in accordance with Specification 00120, Instructions to Bidders. After entering into contract, the contractor will be held to complete all work necessary to meet the local requirements without extra expense to the owner.
- C. Where the work required by the drawings and specifications is above the standard required, it shall be done as shown or specified.

1.30 REQUIREMENTS PERTAINING TO WORK WITHIN RAILROAD RIGHTS-OF-WAY

- A. Where the contract drawings call for work within railroad rights-of-way or where the work crosses under railroad tracks, the contractor shall secure the approval of the railroad company of the method and schedule of operations and shall carry out the work in strict accordance therewith, all to the satisfaction of the railroad company and at no extra cost to the owner.
- B. The owner will pay the cost of all inspectors and flagmen required and furnished by the railroad company during the construction operations.
- C. The additional named insured under General Supplementary Conditions for "Owner and Contractor's Protective Public Liability and Property Damage Insurance" shall include the name of the railroad company.

1.31 TRAFFIC CONTROL

- A. During construction the contractor shall control traffic in accordance with the current edition of the Michigan Manual of Uniform Traffic Control Devices issued by the Michigan Department of Transportation.

1.32 DUST CONTROL

- A. The contractor shall provide adequate measures to control dust caused by his operation. The methods employed, and frequency of application shall be as approved and directed by the Owner.

1.33 INCONVENIENCES

- A. The contractor shall at all times be aware of inconveniences caused to the abutting property owners and general public. Where undue inconveniences are not remedied by the contractor, the municipality, upon four hours notice, reserves the right to perform the necessary work and to have the owner deduct the cost thereof from the money due or to become due to the contractor.

END OF SECTION

SECTION 01001

SPECIAL PROJECT NOTES

1. GENERAL:

- a. Access to all private drives shall be maintained at all times. In the event that driveway access cannot be maintained, the contractor must notify the homeowner at least 24 hours in advance so they may park their car(s) elsewhere, if needed.
- b. The Contractor shall conduct his operations in such a manner to comply with all Federal, State, and Local codes for noise levels, vibrations, or any other restrictions while removing pavement or for any other construction operations within this contract as incidental to the respective item of work.
- c. The Contractor shall not enter upon private property for any purpose without obtaining written permission, and he shall be responsible for the preservation of all public property, trees, monuments, etc., along and adjacent to the street and/or rights-of-way, and shall use every precaution necessary to prevent damage or injury thereto, he shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until the engineer or authorized agents has witnessed or otherwise referenced their location and shall not remove them until directed.
- d. All property irons and monuments disturbed or destroyed by the contractor's operations shall be replaced by a registered land surveyor provided by or caused to be provided by the contractor at the contractor's expense.
- e. All private and public signs which are removed shall be relocated or replaced in kind, if damaged, in coordination with the affected property owners and the Municipality, incidental to the project.
- f. It is the Contractor's responsibility to field locate and verify the depth of the existing water main system, sanitary sewers, storm sewers, gas mains, service lines and any other utilities along the project route prior to excavating or performing any point repairs. The Contractor shall immediately repair any damaged utility lines at his own expense, with no additional compensation to be provided by the Owner.
- g. The linear footage quantities listed in the Proposal and the Bid Unit Prices were established from the owner's Geographic Information Systems (GIS) Database. These quantities should be used only for establishing unit prices. Actual measured quantities established during the Cleaning and Televising Program will be used for determining payment as part of the Contractor's monthly pay request.
- h. This Contract is based primarily on unit price bids, therefore all bid item work will be paid by actual quantities measured for that item and listed in the Contractor's itemized cost breakdown monthly payment request. No payments shall be made until the Contractor quantities have been approved by the Owner or designated representative. All references to the contrary in these Specifications are superseded by these requirements.
- i. The Contractor shall make whatever provisions necessary to allow the Owners/Engineer personnel access to work zone and equipment.

2. SPECIAL PAY ITEM NOTES:

a. **Mobilization:**

Refer to General Specifications and Item 7 of this section of the Special Project Notes (01001).

b. **Clean and Televis, ____” Storm Sewer**

The cost for all televising of sewer lines shall be included in the bid unit price for “**Clean and Televis, ____” Storm Sewer**”, as indicated in Section 00300 of the Proposal. Payment shall include all supervision, labor, equipment, water, dewatering, bypassing, electrical bills, disposal of debris, cleanup and any other applicable item required for cleaning; and any applicable electrical service necessary to successfully complete the inspection of the designated lines; and to provide the Municipality with applicable PACP coding and required deliverables in digital form. The cost to complete the “three pass cleaning” as specified in 02751, *Sewer Cleaning*, should be included in the unit prices bid for items where cleaning is specified.

c. **Heavy Cleaning, ____” Storm Sewer (if needed), lft**

Should the sewer line have too much debris or blockage to allow a camera to pass through after the original three passes are made additional cleaning may be required. This work shall commence only upon the approval and direction of the Owner and/or the Owner’s Representative/Engineer. Contractor will be paid to remove any blockages under the pay item “**Heavy Cleaning, ____” Storm Sewer (if needed) lft.**”, as described in the Specifications herein.

- a. Contractor shall be responsible for making any provisions for the successful completion of the specified televising. Where sags or submerged sections of the sewer are encountered during TV inspection, the contractor shall first complete inspection of the entire reach to determine the extent of such areas prior to dewatering the sewer. Dewatered sections of the sewer shall then be TV inspected.
- b. On all sewer mains which have sags or dips, to an extent that the television camera lens becomes submerged during the television inspection, the Contractor shall use a high-pressure cleaner to draw the water out of the pipe, or other means, to allow inspection of the pipe and identification of pipe defects, cracks, holes and location of service connections.

d. **Maintaining Traffic, Lump Sum**

Refer to Specification 2550.

e. **Restoration, Lump Sum**

Refer to Specification 2929, 2930. All costs or any restoration needed in result of this work shall be included in the lump sum price, including sprinkler system repairs, turf repairs caused by equipment or tire rutting, damage to existing trees, shrubs, and/or other plant life.

3. COORDINATION

- a. All scheduling shall be submitted for the Owner’s approval prior to commencing construction.

4. MAINTENANCE OF TRAFFIC:

- a. All necessary work, including furnishing, operating and maintaining lighted arrow panels, temporary barricades, and signs and providing part-width construction with flag control, are considered to be included in the bid unit price for maintaining traffic.
- b. As indicated in Section 3.C, the contractor will need to coordinate their planned work in roadways of other ownership or jurisdiction, such as the Michigan Department of Transportation (MDOT), or Oakland County Road Commission, so that HRC staff can perform manhole inspections while the traffic control is set up for those structures.

5. ENGINEER'S AUTHORITY

The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety. The Project Engineer shall have the right to suspend the whole or part of the Work by written order whenever, in the judgment of the Project Engineer, such suspension is required in the general interest of the Municipality, or if the Contractor has not fulfilled his obligations under the Contract.

6. HEALTH AND SAFETY PLAN

The Contractor shall prepare a Health and Safety Plan. The plan shall address but not be limited to the following:

- MIOSHA Standards
- Emergency Phone Numbers
- Local Hospital and Emergency Care Facilities
- Work Hazards
- Confined Entry Procedures

7. MOBILIZATION:

A lump sum unit price has been provided in the proposal for "Mobilization" for each division and shall be as specified in the General Conditions and herein. The contract unit price for Mobilization **shall not exceed five (5) percent** of the Total Amount of Bid per Division, minus the amount for this pay item, and shall be paid per the General Conditions. The work required by this section shall include, but not be limited to, the preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, and for other work and operations which must be performed or for expenses incurred prior to beginning work on the various contract items on the project site. It shall also include pre-construction costs, exclusive of bidding costs, which are necessary direct costs to the project and are of a general nature rather than directly attributable to other pay items under the contract. The work shall include all demobilizations and remobilizations which are required due to seasonal suspension of the work. This contract pay item also includes all other items and costs not included in the price bid for specific items such as overhead, insurance, permits, safety program,

coordination with others, and the like. All cost to the Contractors for full compliance with all requirements of the General Conditions sections shall also be included in this pay item.

The contract unit price for MOBILIZATION shall not exceed FIVE (5) percent of the Total Amount of Bid minus the amount for this pay item. Payment for this item will be based upon the following Partial Payment schedule:

Percentage of Original Contract Amount Earned	Percentage of Bid Price for Mobilization Allowed
5	50%
10	75%
25	100%

Additional unit prices will not be paid for the Contractor to remobilize to the site regardless of the staging or sequence of construction preferred by the Contractor. The initial payment for the project shall not be made until construction has been started.

The total sum of all payments for this item shall not exceed the original contract amount bid for MOBILIZATION, regardless of the fact that the Contractor may have, for any reason, shut down his work on the project, moved equipment away from the project and then back again, or for additional quantities or items of work added to the contract, and shall be included in the lump sum price bids for "Mobilization (Max 5%) – LS"

8. INCIDENTAL ITEMS:

Any items, which are not called out on the plans, necessary to complete the work as intended shall be considered incidental.

9. NON-COLLUSION AFFIDAVIT:

In signing and submitting this agreement, the bidder states that his bid is genuine and not collusive or a sham; such bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding and has not in any manner, directly or indirectly, colluded, conspired, connived, or agreed, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price.

10. EXISTING CONDITIONS:

Each bidder shall personally visit the sites of the project and pay particular attention to the existing conditions and the salient features of the project in order to assure him of the amount of equipment, materials, and work required to satisfy the requirements of the project.

11. EXISTING UTILITY LOCATIONS:

Should repair be required on any damaged utility, the Contractor is responsible for calling MISS DIG 72 hours in advance of construction for assistance in located utilities or for any work to be done on utilities. The toll-free number is 800-482-7171.

12. COOPERATION WITH OTHER CONTRACTORS:

The Contractor shall make every effort to cooperate and coordinate with all other contractors working in the area at the time of construction.

13. WATER:

If the contractor desires to use Village of Franklin water for the proposed work, he shall make arrangements with the Village of Franklin Water Plant Superintendent to use the Village Facilities. The Contractor will be responsible for discussing their intended hydrant use with the DPW and winterizing/ pumping down the hydrants used as necessary. The contractor shall follow all provisions provided by the Water Plant Superintendent and DPW.

14. RESTORATION OF SPRINKLER SYSTEMS, LANDSCAPING, AND ELECTRIC ANIMAL CONTAINMENT SYSTEMS:

All sprinkler systems, landscaping, and electric animal containment systems disturbed behind the areas of work shall be restored equal to what existed prior to the start of construction. Contractor shall be responsible to restore those areas and shall promptly restore the systems in working order by making temporary or permanent repairs within five (5) days of the initial disruption, incidental to this project.

15. HOURS OF OPERATION:

The Village of Franklin permits construction between the hours of 7:00 A.M. and 6:00 P.M., Monday through Saturday, unless otherwise authorized by the Village of Franklin. No work on Sunday or holidays is allowed. Should an emergency arise which would require working beyond the hours mentioned, the Contractor shall make request to the Village Manager. The Contractor shall contact the Project engineer to make this request. During said emergency that affects the public's health and safety, the contractor shall take every action to remedy the situation.

16. PROJECT TIMING AND COMPLETION DATE:

The project must be completed as specified in the proposal. All scheduling shall be subject to the approval of the Owner. The Contractor shall be totally responsible for the construction of the project under scheduling conditions outlined herein and any other scheduling that may be necessary.

17. PARKING OF VEHICLES

Requests for parking vehicles overnight or over weekends during the project may be considered. The Contractor should contact DPW representatives before vehicles are left on site. The Contractor shall follow all provisions provided by Owner.

18. STORAGE OF MATERIAL:

The Contractor shall note the construction site area limitation as they impact storage of excavated and construction materials. The Contractor shall make all necessary provisions for off-site storage as required for his operations. All costs for this work, including permits, shall be considered incidental to the project.

19. RESTORATION OF DISTURBED AREAS:

All disturbed areas are to be restored to existing conditions with topsoil and seed, incidental to the project costs. Restoration of disturbed areas to occur within three (3) days of disturbance, weather permitting. This shall include restoration of lawn areas as stated herein and restoration of all pavement areas as indicated in these specifications. As stated in the Proposal, all costs related to restoration to pavement, lawn and landscape shall be considered a part of the bid item.

20. MANHOLE FIXTURES:

In some instances, flow monitoring devices such as meters may be located in the manholes on the sanitary sewer line to be inspected. The Contractor is to use caution and care around these fixtures. Any damage or contact with these devices must be immediately reported to the project engineer. All costs to repair/replace these devices shall be the responsibility of the Contractor.

21. M.I.O.S.H.A. STANDARDS:

All work performed by the Contractor must conform to the current M.I.O.S.H.A. standards and requirements for confined space entry. If required by the Municipality, the Contractor will be required to sign a waiver stating that he has read, understood and will comply to M.I.O.S.H.A. requirements.

22. RESIDENT COMPLAINTS:

The Contractor will be required to immediately address and any resident complaints or concerns. Should the Contractor not be able to answer the resident, they must be directed to the Project Engineer. At no time shall the Contractor or any resident as directed by the Contractor directly contact the Municipality.

23. CLEANING PRESSURES:

The Contractor shall be responsible for maintaining the cleaning pressure at a level so as not to cause problems at residences along the sewer route. Excess pressure may cause toilet backups, drain overflows, dry traps, etc. The Contractor shall reduce the pressures at the direction of the Project Engineer or if notified by a resident that such problems are occurring. By reducing the pressure, additional cleaning time or passes through the sewer may be needed and shall be done at no additional cost to the Owner. The contractor may also need to install temporary screens or another mechanism on each end of the proposed repair section that would prohibit any residual resin from discharging into sewers outside of the project area.

24. NOTIFICATIONS:

The Contractor shall notify the Municipality a minimum of 7 days prior to beginning work. Notification shall include telephone number(s) for contracting the Contractor at any time, day or night.

25. NON-DISCRIMINATION CLAUSE:

By signing and submitting this proposal for consideration by the Owner, the Contractor covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the contract.

26. CLEANING OF STRUCTURES:

The Contractor shall protect all structures. All materials that enter the structures as a result of the Contractor's operations shall be removed immediately. Prior to final acceptance of the project, all structures within the construction area shall be thoroughly cleaned of all debris.

27. MAINTAINING FLOW:

The Contractor shall perform the work so that the flow in the existing sewers is at no time hindered or interrupted. If bypass pumping is undertaken, then **continuous monitoring** by the Contractor shall be provided throughout the entire operation. All associated costs are incidental and to be included in the unit prices bid. The Contractor will be liable for any and all damages caused by his failure to maintain the flow in existing sewers.

28. INSURANCE:

The Contractor at his sole cost shall procure and maintain throughout the length of this Contract all necessary insurance policies needed to obtain any and all permits as required by the governing authority. Copies of the policy certificates are to be forwarded to the Owner and Project Engineer.

29. SUBSURFACE CONDITIONS:

The Contractor shall be solely responsible for making his own subsurface soils investigations and shall assume all risks and responsibilities for his conclusions pertaining to the potential difficulties which may be encountered during the course of the work. He shall complete the work, in whatever material and under whatever ground conditions he may encounter or create, with no additional costs to the Owner.

30. DISPOSAL OF EXCAVATED MATERIALS:

All materials removed that are not to be stockpiled and used in other areas of the project shall be disposed of off-site. NO exceptions will be considered, and all costs associated with transporting, disposing, etc. shall be considered as incidental and included in the unit prices bid.

31. DISPOSAL OF DEBRIS AND CLEANUP

The contractor is required to submit disposal location for removal of sewage debris. At a minimum, after removal of debris out of a manhole, the Contractor shall dispose of debris at a Type II landfill. The Owner will sign the manifest for the debris as the Generator and shall be provided with copies of the landfill invoices after delivery. Any testing required for proper disposal shall be at the Contractor's expense and included in the unit prices bid for sewer cleaning. If the testing indicates the debris is not acceptable for disposal at a

Type II landfill, and disposal at a Type III landfill or other specialized disposal facility is required, the Owner will negotiate a change order for the additional costs for the required disposal. Clean up operations shall consist of cleaning all debris out of the manhole and off the ground around the manhole. At no time shall the Contractor push the debris downstream in the sewer system.

32. TREE PROTECTION:

Keep clear all debris or fill, equipment and material from influence of the tree root system, which is typically the drip line. During construction, the Contractor shall not cause or permit the cleaning of equipment or material or the storage or disposal of waste material such as paints, oils, solvents, asphalt, concrete, mortar, or any other material harmful to the life of a tree within the drip line of any protected tree or group of trees. No damaging attachment, wires (other than supportive wires for a tree), signs, or permits may be fastened to any tree.

Tree Trimming: All bruised and scarred trunks and branches incurred as the result of the work shall be repaired using standard arboriculture procedures and performed by a professional tree service company. The Contractor shall remove damaged and, where necessary, those low hanging branches that impede his construction work. The Project Engineer shall be notified prior to any substantial trimming necessary for construction. Removal shall be not less than 12" from the tree's main stem. Wherever practical, the Contractor shall "tie back" and protect with reasonable care those branches that interfere with his construction. In the case of pines or trees adjacent to construction activities, tarps are to be placed with caution over the tree branches so as to not break the branches and to protect them from equipment exhaust and damage. All final branch trimming (trimming within 12" of the main stem) shall be performed by a professional tree service company using standard arboriculture procedures. No additional payment will be made for tree trimming. Trees shall be trimmed so that branches are evenly distributed on all sides, i.e. no lopsided effects.

Tree Replacement: Trees shown to remain which have been killed or damaged so severely that the survival chances are minimal as determined by the Engineer, shall be removed and replaced with one (1) 3" minimum caliper tree for each 3" diameter removed. The replacements shall have at least equal shade potential and other characteristics comparable to those of the trees removed. Type of replacement and location shall be determined by the property owner and the Municipality. Trees so replaced shall be paid for solely at the Contractor's expense. All costs for tree protection measures as outlined above shall be incidental and included in bid unit prices.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.1 SCHEDULE FOR SUBMISSION

- A. Submittal procedures
- B. Submittal Review
- C. Proposed Products list
- D. Shop Drawings, Product Data, and Samples
- E. Manufacture's installation instructions
- F. Manufacture's certificates

1.2 RELATED SECTIONS

- A. Section 00700 - General Conditions
- B. Section 01700 - Contract Closeout

1.3 SCHEDULE FOR SUBMISSION

- A. Prior to submitting any shop drawings, product data, portfolios, samples, etc. the Contractor shall prepare a summary, listing all items in the project which he will submit for review by the Engineer.
- B. The summary shall be submitted within twenty (20) calendar days after receipt of Notice to Proceed and shall be updated once per month thereafter.
- C. The summary shall include the proposed dates for submittal for each item for control purposes. The summary shall be prepared in coordination with the Project Schedule for Construction and adequate time shall be allowed therein for review and possible resubmittal.
- D. The summary and schedule for submittals shall not relieve the Contractor of his obligation to comply with specification requirements for items not listed on the schedule.
- E. Nothing herein shall be construed as allowing additional time for completion of the project in the event resubmittal is required for shop drawings or the other items to be submitted.

1.4 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer approved transmittal form.

- B. Sequentially number the transmittal form. Re-submittals shall have original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor and supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and deliver to the Engineer in a manner to allow sufficient time for review and processing by the Engineer so as to not cause delays in the Work. Coordinate submission of related items.
- F. All drawings, information and documentation shall be prepared and submitted with all words in the English language and dimensions in American units. No foreign language or metric units will be permitted.
- G. Identify variations from Contract Documents and Products and system limitations which may be detrimental to successful performance of the completed work.
- H. Provide space for Contractor and Engineer review stamps.
- I. Revise and resubmit submittals as required and identify all changes made since previous submission.
- J. Distribute copies of reviewed submittals to all concerned and related parties. Instruct parties to promptly report any inability to comply with provisions.
- K. The Engineer reserves the right to refuse to check or review any submittal of a subcontractor or manufacturer which is not presented in compliance with the foregoing requirements.
- L. Electronic Submittals:
 - 1. All electronic submittals shall follow the procedures outlined above.
 - 2. Electronic submittal procedures are only applicable to Shop Drawings and product data submittals.
 - 3. Electronic submittals shall be made in a standard format the Engineer has agreed in advance to accept, JPEG, TIF, DGN, DXF, DWG, or PDF.
 - 4. Reviewed submittals shall be returned in JPEG, TIF, or PDF electronic format for the Contractor's printing and distribution.

1.5 SUBMITTAL REVIEW

- A. All subcontractors and manufacturers' drawings shall first be sent directly to the Contractor, who shall keep a record of the drawing numbers and the dates of receipt. The Contractor shall check thoroughly all such drawings, as regards measurements, sizes of members, materials, and all other details to assure himself that they conform to the intent of the drawings and the specification, and shall promptly return to the subcontractors and/or manufacturers for correction such drawings as are found inaccurate or otherwise in error.

- B. The Engineer will review the Contractor's, subcontractors' and manufacturers' drawings within a reasonable time after receipt thereof and will return one copy endeavoring to indicate, by notation thereon or written instructions, any correction which may be necessary to meet the Contract requirements. The Contractor shall then review such notations and/or instructions and if he concurs therein, shall make or have made such required corrections, and shall, when so noted on the drawings or requested by the Engineer, resubmit corrected drawings to the Engineer as soon as possible, for final review. Such further review by the Engineer will be limited to the corrections only, and the Contractor, by such re-submission shall be held to have represented that such drawings contain no other alterations, additions or deletions, unless the Contractor (in writing) directs the Engineer's specific attention to same. Should the Contractor question, or dissent from, such notations and/or instructions, he shall so inform the Engineer and request further clarification before resubmitting the drawings.
- C. The review of Contractor's, subcontractors', and manufacturers' drawings by the Engineer is for coordination and assistance, and the Engineer does not thereby assume responsibility for errors or omissions. Such errors or omissions must be made good by the Contractor, irrespective of the receipt, review of the drawings by the Engineer, and even though the work is done in accordance with such drawings.

1.6 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Owner-Contractor Agreement submit list of all major products proposed for use, including those previously called for to be submitted in the Proposal, 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.
- C. Substitutions: Whenever a particular brand or make or type of material, equipment, or other item is specified or is indicated on the Contract Drawings, it is for the purpose of establishing a standard of quality, design, and type desired and to supplement the detailed specifications. Any other brand or make or type which in the opinion of the Engineer is equivalent to that specified or indicated may be offered as a substitute, subject to the following provisions:
1. Contractor shall submit for each proposed substitution sufficient details, complete descriptive literature and performance data together with samples of the materials where feasible to enable the Engineer to determine if the proposed substitution is equal to that specified.
 2. Contractor shall submit certified tests where applicable by an independent laboratory, acceptable to the Owner, attesting that the proposed substitution is equal.
 3. A list of installations where the proposed substitution is used.
 4. Requests for substitutions shall include full information concerning differences in cost, and any savings in cost resulting from such substitutions shall be passed on to the Owner.
 5. Where the review of a substitution requires revision or redesign of any part of the work, all such revision and redesign and all new drawings and details required, therefore, shall be provided by the Contractor at his own cost and expense and shall be subject to the review of the Engineer.
 6. In all cases, the Engineer shall be sole judge as to whether a proposed substitution is to be incorporated into the project. The Contractor shall abide by the Engineer's decision when proposed substitute items are judged to be unacceptable and shall in

such instances furnish the item specified or indicated. No substitute items shall be used in the work without review of the Engineer.

1.7 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- A. The intent of the Contract Documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation, and all other expenses as may be necessary for the proper execution and completion of the work.
- B. While the contract drawings and specifications propose to be complete in all respects as to layout, type of equipment and materials, they are not intended to serve as detailed sleeve or insert drawings, and the preparation of such drawings required or necessary for this purpose, or to set equipment accurately, shall be the responsibility of the Contractor.
- C. These Contract Documents shall be supplemented by other drawings, product data, samples and portfolios of all equipment, apparatus, materials, etc. furnished by the Contractor and reviewed by the Engineer. All such supplementary drawings or instructions are intended to be consistent with the Contract Documents, true developments thereof and reasonably inferable therefrom. Therefore, no extra charge will be allowed on a claim that particular supplemental drawings or instructions differed from the Contract documents, incurring extra work, unless the Contractor has first brought the matter, in writing, to the Engineer's attention for proper adjustment before starting on the work covered by such and has received from the Engineer an order in writing to so proceed.
- D. These original and supplementary drawings constitute the drawings according to which the work is to be done. The Contractor shall keep at the site of the work, copies of all drawings and specifications and shall at all times give the Engineer or Owner access thereto.
- E. Shop Drawings are drawings, diagrams, schedules other data specifically prepared for the Work by the Contractor or a subcontractor, Subcontractor manufacturer, supplier or distributor to illustrate some portion of the Work.
- F. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of these submittals is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.
- G. Product Data are illustrations, standard schedules, performance charts, instructions, catalog cuts, brochures, diagrams, materials lists and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- H. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- I. The Contractor shall review, approve, and submit to the Engineer, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents requested by the Engineer or Owner or otherwise necessary for the proper execution of the work, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.

- J. The Contractor shall perform no portion of the Work requiring submittal, resubmittal, and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed by the Engineer. Such Work shall be in accordance with reviewed submittals.
- K. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or contained within such submittals with the requirements of the Work and of the Contract Documents.
- L. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's review of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submittal and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in the Shop Drawings, Product Data, Samples or similar submittals by the Engineer's review thereof, as the Engineer's review is intended to cover compliance with the Contract Document and not to enter into every detail of the shop work.
- M. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those required by the Engineer on previous submittals.
- N. When professional certification of performance criteria of materials systems or equipment is required by the Contract Documents, the Engineer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.
- O. Shop Drawings
1. Submit in the form of two legible opaque copies.
 2. One reviewed copy will be returned to the Contractor for his duplication and distribution.
 3. After review, produce copies and distribute in accordance with the SUBMITTAL PROCEDURES article herein and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
- P. Product Data
1. Submit two copies of the documents which the Engineer requires. One reviewed copy will be returned to the Contractor for his duplication and distribution.
 2. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
 3. Product data shall be bound with an index sheet containing a space at least 5" x 8" for review stamps and notes.
 4. After review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01700 - CONTRACT CLOSEOUT.
- Q. Samples

1. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
2. Submit samples of sufficient size and representative of finishes indicating textures, and patterns for Owner selection.
3. Include identification on each sample, with full Project information.
4. Submit the number of samples specified in individual specification sections; two of which will be retained by the Engineer.
5. Reviewed samples which may be used in the work are indicated in individual specification sections.

1.8 MANUFACTURER INSTALLATION INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, operating, maintaining and finishing to the Engineer in quantities specified for Product Data.
- B. Identify conflicts between manufacturer's instructions and contract documents.

1.9 MANUFACTURER CERTIFICATES

- A. When specified in individual sections, submit certification by manufacturer to Engineer, in quantities specified for Product Data.
- B. Indicate material or Product meets or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to the Engineer.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01421

OBSERVATION CREW DAYS

PART 1 GENERAL

1.1 General Requirements

- A. Included as a bid item is the Contractor's statement of the number of "Crew Days" in which he undertakes to complete the work.
- B. The cost per "Crew Day" is included in the comparative evaluation of bids, and the number of "Crew Days" for which the Owner will have to provide engineering supervision and observation including inspection of cleanup operations is a consideration of the contract.
- C. In addition, the Contractor will be charged observation time for the handling of complaints which are received on the job.
- D. Any provision of this contract for liquidated damages on account of failure to complete the work by a stated date or in a stated number of days shall be independent of and in addition to the provisions of this Section.
- E. If the Contractor completes the work using fewer "Crew Days" than the number stated in his Proposal, his final payment shall include, in addition to the balance due him for the pay items of work completed, the amount of the cost for each unused "Crew Day".
- F. If the work under the contract is incomplete when the Contractor has expended the number of "Crew Days" stated in his Proposal, subsequent payments to the Contractor shall include a deduction item in the amount of the cost for each excess "crew day" used during the period covered by payment.

1.2 Definitions

- A. A "Crew" as herein used shall be any Contractor's working force including cleanup crew which under normal practice requires the presence of an observer to assure the Owner that the quality of work and the operations of the Contractor conform to the requirements of the plans and specifications.
- B. Any force whose work can be satisfactorily followed by construction observation, otherwise on the project will not be counted an additional "Crew".
- C. In the event of question, whether any working force should be considered a separate "Crew" requiring the presence of construction observation, the Engineer's determination shall be final.

- D. To account for crews working other than 8 hours on a regular work day, the following equivalents shall apply to cover fractional days and overtime:
- | | | |
|----|------------------------------|---|
| 1. | Through 4 hours | 1/2 Crew Day |
| 2. | Over 4 hours through 6 hours | 3/4 Crew Day |
| 3. | Over 6 hours through 8 hours | 1 Crew Day |
| 4. | Over 8 hours | 3/8 Crew Day for each two hours or part thereof |
| 5. | Saturdays | |
| a. | Through 4 hours | 3/4 Crew Day |
| b. | Over 4 hours | 3/8 Crew Day for each two hours or part thereof |
- E. If the quantity of work under the contract shall vary from that stated in the Proposal, the number of "Crew Days" allowed under this item shall be adjusted, up or down, in proportion to the change in the total value of work under the contract.
- F. The Contractor shall notify the Engineer at least 24 hours in advance of changes in his work force or operations which will increase or decrease the number of construction observers required on the project.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 02550

MAINTAINING TRAFFIC

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The work covered by this Specification shall consist of measures necessary to protect and maintain traffic and protect the work while the Contract is in force

The Michigan Manual of Uniform Traffic Control Devices, current edition, including all subsequent revisions thereto, is hereby established as part of these Specifications.

1. DEFINITIONS

Where the following terms are used in these specifications or on the plans, they are defined as follows:

CIA (Construction Influence Area) - The project and the area surrounding the project, as shown on the plans which has been determined by the Municipality to define the limits of responsibility for traffic control as specified herein.

Traffic Control Devices - Signs, signals, lighting devices, barricades, delineators, pavement markings, traffic regulators and all other equipment shown on the plans or determined by the Engineers as necessary for protecting and regulating traffic.

Local Traffic - That traffic which has origin or destination within the CIA.

Project Limits - The boundaries of the area in which the items under contract are being placed.

Traffic Lane - The portion of the traveled way for the movement of a single line of vehicles.

Traffic Regulator - A person properly dressed and equipped with the necessary signs as specified in the current Michigan Manual of Uniform Traffic Control Devices.

2. RESPONSIBILITIES

The Engineer will show each major stage of construction on the plans, including the basic traffic control devices required for each stage. Portable traffic control devices normally will not be shown.

The Contractor will furnish and maintain all necessary traffic control devices outside the CIA.

The Contractor will furnish, install and maintain electrical devices requiring connections to public utilities when they are specifically called for on the plans.

The Contractor will place and maintain all pavement markings, unless otherwise specified.

The Contractor will normally fabricate, furnish, install and maintain all special signs that may be required for an individual project, unless otherwise specified. Where lighting devices are called for on special signs provided by the Contractor, they will be furnished, installed and maintained by the Contractor.

The Contractor shall furnish, install and maintain all traffic control devices inside the CIA, unless otherwise specified; and shall remove such traffic control devices from the project when no longer required, as determined by the Engineer.

The Contractor shall be responsible for the actions of his Subcontractors in relation to placement, maintenance and removal of traffic control devices.

The Contractor shall designate, in writing, to the Engineer, a Safety Supervisor and an alternate. The identity of these persons, including their addresses and telephone numbers, shall also be made known to the municipal Police and Fire Departments, as well as the municipality's Sheriff's Department and the State Police, where applicable, in order that immediate communication may be possible in emergencies, at night, over weekends, during the holiday periods and at such other times when construction operations are not in progress. Changes in the designation of the Safety Supervisor or the alternate shall immediately be made known, in writing, to the Engineer.

The Contractor's designated Safety Supervisor, or his alternate, shall be available at all times to the Engineer. He shall meet with the Engineer before work on the project is started to review plans for the protection of traffic in the CIA and shall meet with him periodically as the work progresses to discuss such modifications of these plans and may be required.

The Contractor's Safety Supervisor shall review the safety activities of each subcontractor and shall see that they are properly coordinated with those of the Contractor.

3. GENERAL PROVISIONS

In all cases, the Contractor shall provide reasonable access and reasonable facilities for local traffic to property along the project by means of temporary roadways, culverts, bridges or other means approved by the Engineer.

Where traffic is to be maintained over pavement to be removed during a succeeding stage of construction, breaking operations shall not begin until immediately before pavement removal.

When equipment and materials to be used in the work are located within the right-of-way of any street or road, the traveling public shall be safeguarded by suitable and sufficient signs, lights, barricades, or other means furnished and maintained by the Contractor. Such protection will be considered as incidental to construction. No materials or equipment shall be stored within 15 feet of a traveled roadway, unless otherwise provided or specifically authorized.

The Contractor shall notify the Engineer and the Municipality before starting any work that might inconvenience or endanger traffic in sufficient time so that arrangements may be made for publicizing the impending construction, closing the road and providing detours, signs and barricades for the maintenance of traffic. No road or section thereof shall be closed to traffic unless provided on the plans, in the specifications, or as permitted by the Municipality.

Should the Contractor wish to make minor stage construction deviations from the plans, he shall submit his request and proposed plan revision to the Engineer and Municipality not less than five (5) working days prior to changing traffic patterns for review and approval. Additional traffic control devices within the CIA required because of approved deviations from stage construction shall be furnished, installed and maintained by the Contractor at no additional cost to the Municipality, and must be properly placed before any such deviating stage construction can commence.

Unless otherwise provided, the Contractor shall conduct his operations and the use of his equipment in such a manner that two-way traffic will be provided throughout the entire length of the project. Temporary structures, bridges over pavement, pavement gaps or other means approved by the Engineer and the Municipality shall be employed where required. Bridges over pavement shall be of a design approved by the Engineer. The length of pavement gaps shall be as directed by the Engineer and gaps shall remain open until the adjacent concrete pavement has attained a modulus of rupture of at least 550 p.s.i.

At specific locations shown on the plans where special problems in handling of through traffic are involved, the construction shall be by the part-width method, one lane at a time or half of an intersection at a time while through traffic is being maintained on the remaining lanes and shoulders. Temporary widening and surfacing of the shoulders may be required.

Where shoulders, detours and/or temporary roads are used to maintain traffic, they shall be graded, surfaced and treated for dust at such times and locations and in such amounts as directed by the Engineer.

The roadway shall be graded and maintained in a condition satisfactory for traffic during the construction of the project. Should the construction work be suspended due to weather conditions or for any other reason, sufficient labor, materials and equipment shall be ready for immediate use at all times for proper maintenance.

When temporary road and drives are no longer needed, they shall be obliterated as part of this work. Restoration shall be considered incidental to the Contract unless a provision is provided elsewhere in this Contract. No additional compensation will be allowed.

When conditions are such as to warrant the Engineers' authorization of one-way traffic through a construction area, the Contractor shall maintain a traffic regulator at each end of the one-way section. Traffic regulators shall be equipped with two-way radios when required by the Engineer.

At intersections of minor roads and streets, where traffic can be taken care of reasonably by temporary re-routing, the crossing may be closed upon approval of the Engineer and the Municipality.

All moving equipment operating in traffic areas shall operate with headlights turned on provided such headlights are included as original vehicle standard equipment.

4. TRAFFIC CONTROL DEVICES

All traffic control devices placed by the Contractor shall conform to the design, condition, placement and lighting requirements specified in the Michigan Manual of Uniform Traffic Control Devices and the plans.

Only traffic control devices appropriate to conditions at the time shall be displayed.

All traffic control devices shall be cleaned, repainted, re-reflectorized or replaced, as determined by the Engineer to continually provide adequate visibility and legibility, and shall be maintained in place in proper condition until the work is completed or until no longer required.

In addition to the traffic control devices shown on the plans, the Contractor shall furnish temporary traffic control devices which conform to the Michigan Manual of Uniform Traffic Control Devices to provide protection to traffic from open trenches, excavations, obstructions and any other hazardous conditions or situations as may exist. When the shoulders at the edges of pavement are low, high, soft or rough, while maintaining traffic on pavement, the Contractor shall place and maintain a sufficient number of approved lighted devices to warn traffic adequately during the hours of darkness. The lights shall be placed along the edge of the pavement with a maximum distance of 50 feet between lights or as specified by the Engineer. Lights shall be spaced more closely on curves, at intersections and/or where required for safety.

Road closure barricades shall be provided with warning lights which shall be lighted from one hour before sunset to one hour after sunrise. Such warning lights shall consist of either three (3) flashing, yellow, battery-operated lights with seven (7) inch diameter lenses or three (3) 60-watt, yellow, incandescent lamps and shall be mounted on the top of the barricade.

All other barricades, warning signs and points of special hazard in place under traffic during the hours of darkness shall be adequately lighted with at least one (1) yellow, battery-operated flashing light unless otherwise directed. All warning signs in use during hours of daylight may be supplemented with high-level warning devices, consisting of fluorescent orange flags positioned above the signs.

Existing warning and regulatory signs shall not be taken down but shall be maintained during the progress of the work in their approximate normal position.

Temporary or permanent traffic signs, in addition to those placed within the CIA by the contractor may be placed within the CIA by the municipality or another contractor working in the same area or on an adjacent project, or other authorized agency, when approved by the Engineer. Such temporary or permanent signs shall only be those required for the safety and direction of traffic because of operations other than the Contractor's operations. Such signs shall be the responsibility of the agency placing them and shall be protected from damage and shall not be removed unless authorized by the Engineer.

When, in the opinion of the Engineer, Traffic Control Devices are deficient, inadequate or improper, or conditions within the CIA are such that safety is adversely affected, the Contractor or his Safety Supervisor will be immediately notified. Such notice will be accomplished by a statement of the corrective action to be taken. If the Contractor fails to comply promptly with such instructions, the Engineer may stop any or all work on the project until satisfactory corrective action is taken. In the event that the Contractor neglects to take any corrective action, the Engineer may order such work as is deemed necessary to insure public safety done by the Municipality or outside forces at the Contractor's expense.

When, in the opinion of the Engineer, an emergency condition exists that requires immediate action to protect life or property, the Engineer, without notice to the Contractor, may order such work as deemed necessary to be done by Municipality or outside forces at the Contractor's expense.

5. METHOD OF PAYMENT

The work covered by this Specification, consisting of measures necessary to protect and maintain traffic and protect the work while the Contract is in force, shall be considered incidental to the Contract unless a provision is provided elsewhere in this Contract. No additional compensation will be allowed.

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The cost of any emergency work and/or other work ordered to be performed by the Engineer at the Contractor's expense, as previously described within this Specification, will be deducted from payments due on the Contract.

END OF SECTION

SECTION 02704

INTERNAL SEWER INSPECTION

PART 1 GENERAL

1.1 SUMMARY

- A. It is the intent of these specifications to provide a basis for which a sewer line can be internally inspected by a Closed Circuit Television (CCTV) camera. The inspection shall include providing the Owner with digital videos, images, and reports that include condition and other descriptive data related to the sewer. This basis shall include all aspects of televising including method, equipment, and payment for work.
- B. This Section shall include all supervision, labor, equipment, materials, traffic control, temporary plugging and/or bypassing of flow, disposal of debris, required cleaning, video media, still pictures and any applicable electrical service necessary to successfully complete the observing, recording structural, maintenance, and construction features of the designated sewer pipes, or to verify new sewer construction prior to acceptance, as well as the required reporting and deliverables which includes the Contractor providing the Owner with applicable recommendations for corrective actions.
- C. The Contractor shall provide and furnish all required skilled and unskilled labor, materials, fuel, machinery, tools, so that the contract and all work required to be done under the contract can and will be carried on continuously and expeditiously to completion, in all respects to the satisfaction of the Owner.
- D. The sewer lines for which televising is required are shown in these Contract Documents.
- E. Related Sections:
 - 1. Section 00300 - Proposal
 - 2. Section 00700 - General Conditions
 - 3. Section 01001 – Special Project Notes
 - 4. Section 02751 – Cleaning of Sewer Lines

1.2 MEASUREMENT AND PAYMENT

- A. **Clean and Televise, ___” Storm Sewer, lft.**
The Owner shall pay for television inspection of the sewer lines at the unit price bid per linear foot of each size pipe. Measurement of the actual number of feet inspected shall be made from the inside wall of the first manhole to the inside wall of the second manhole.
- B. The per foot cost of television inspection will be paid for the actual footages televised between the manholes involved.
 - 1. Measurement of the actual number of feet inspected shall be made from the inside wall of the manhole to the point where the survey was abandoned from each direction.
 - 2. Reverse setups will not entitle the Contractor to additional payment.

- C. Where cleaning is indicated, this pay item will include internal cleaning of the pipeline which consists of “three-passes” utilizing high pressure jetting equipment, brushes and swabs to allow for passage of the CCTV; removing small amounts of loose debris such as gravel, sand, small rocks, grease and other deleterious materials within the sewer line; and removal of loose mineral deposits up to 25% of sewer diameter (height).
- D. Payment will not be made until such time as all deliverables are provided for each televised pipe segment.

1.3 REFERENCES

- A. Abbreviations and Acronyms
 - 1. NASSCO - National Association of Sewer Service Contractors
 - 2. PACP - Pipeline Assessment and Certification Program
 - 3. MACP - Manhole Assessment and Certification Program
 - 4. LACP - Lateral Assessment and Certification Program
- B. Definitions
 - 1. Reverse Setups - a situation that arises when the television camera cannot pass through the manhole section, making it necessary to reverse the positions of the television equipment and enter the sewer from the opposite direction

1.4 QUALIFICATIONS

- A. The Contractor performing the work shall be a company specializing in performing internal sewer inspections, and shall have a minimum experience of at least three other municipal or government agency main-line sewer projects. Provide references for the three previous projects in the Section 00300, *Proposal*.
- B. The work shall be performed under the supervision of personnel trained and certified in the use of NASSCO’s PACP for the inspection of sewer mains, LACP for the inspection of laterals, and MACP for the inspection of manholes.

1.5 SUBMITTALS

- A. Prior to initiation of work, the Contractor shall submit for Owner review and approval the following:
 - 1. Data sheets for proposed CCTV equipment, description of proposed electronic storage device (hard drive, etc.) and proposed electronic file formats.
 - 2. Description of proposed software for recording inspection logs along with a sample of a typical log and samples of all required reports as described in this Section.
 - 3. Proposed sequence and schedule, and sample resident/business notification letter.
 - 4. Contact information or Resume for Contractor’s staff including:
 - a. Mobile phone and email
 - b. Emergency contact information for foreman, superintendent, and/or management or key project contact
 - c. Copies of NASSCO PACP Certificate Licenses or License Numbers

1.6 QUALITY ASSURANCE

- A. After completion of one week of Internal Sewer Inspection (or alternative period as approved by the Owner), the Contractor shall provide the Owner with a sample of the required deliverables for the work completed for review and approval of format.

1.7 REPORTING

- A. The Contractor shall record any and all defects such as radial and linear cracks no matter how minor, dips, blockages, or obstructions, pipe joint conditions, infiltration and calcite buildup, lateral connections (including reporting active, inactive, or abandon), root infiltration, deterioration of pipe material surface, penetrating utilities, etc. The Contractor shall record the characteristics and defects observed using the NASSCO PACP/MACP/LACP Inspection Report format and coding for each sewer segment. All pipes, manholes, laterals and other structures shall be identified using Owner naming convention. The operators NASSCO certification number shall be recorded on the Report.
- B. All manhole and pipe assets shall be referenced using the supplied Owner identification numbers ("Owner Asset/Pipe ID #"). Reports generated using a Contractor-generated numbering system will not be accepted; unless:
1. Numbering is part of a field-sketch of discovered sewers not mapped on contract drawings
- C. The Pipe ID (not the Manhole ID) shall be used as the Pipe Segment Reference (PSR). At minimum, tables and contract maps of the ID numberings is provided on the contract documents. A G.I.S. shape file may be provided to the contractor with the Pipe and Manhole IDs upon request (if available).
- D. Location of defects shall be given as a distance from the starting point and location around the pipe (i.e., 2 o'clock)
- E. The Contractor shall provide the following reports for each inspected segment that include all descriptions in NASSCO format of all defects found as part of the survey, all NASSCO header information, and identify the asset using the Owner's identification system:
1. Graphic Reports, include;
 - a. Linear sketch of the inspected manhole or pipe/lateral segment showing defect locations
 - b. List of the individual defects
 - c. Defect "grade" assigned using the NASSCO PACP/MACP/LACP Condition Grading System guidelines.
 2. Tabular Reports, include;
 - a. List of the individual defects
 - b. A defect "grade" using the NASSCO PACP/MACP/LACP Condition Grading System guidelines
 - c. NASSCO segment scores, including
 - 1) Overall Pipe Rating (Structural, Maintenance, and Overall)
 - 2) Pipe Rating Index (Structural, Maintenance, and Overall), and
 - 3) Quick Scores (Structural, Maintenance and Overall.)
 3. Defects by Inspection Report

- a. Generated at completion of the project, or at intermediate milestones as required by the Owner
- b. Includes;
 - 1) A tabular list of all segments inspected to date,
 - 2) The surveyed length for each segment,
 - 3) A count of defects encountered for each segment,
 - 4) Quick rating scores and,
 - 5) The overall pipe rating index
- F. Submit Samples of Contractor Reports for Owner approval prior to starting project.
- G. Provide Final Reports in accordance with Required Deliverables.

1.8 REQUIRED DELIVERABLES

- A. The Contractor shall deliver to the Owner one copy each of the Graphic Report and Tabular Report for each segment inspected, and one copy of the Defects by Inspection Report that summarizes all segments inspected during the project. All reports shall also be provided in .PDF format. Both reports for each sewer segment shall be a single PDF file with the GIS pipe ID or up-steam and down-stream manhole IDs included in the file name.
- B. The Contractor shall submit preliminary copies of the Graphic Report, Tabular Report, and NASSCO Exchange Database for areas completed for review as the project progresses.
- C. The Contractor shall deliver to the Owner digital copies of all video recordings, still photos, and other media for the segments inspected. The files shall be accessible using commonly-installed software, or a viewer may be provided instead.
- D. All electronic records and digital files shall be provided to the Owner on a suitable data storage device (CD, DVD, hard drive, etc.) The devices shall be labelled to correspond with the hard copy inspection reports. Labels shall be permanent with complete project information.
- E. The Owner reserves the right to reject any or all televising and recording of sewer segments due to poor quality or clarity of defects. If necessary, the Contractor shall re-inspect those segments as determined by the Owner at no additional cost to the Owner.
- F. All video recordings, still images and reports shall become property of the Owner without restriction for copying, re-use or publication

1.9 ACCEPTANCE

- A. A daily log of work accomplished shall be duly recorded and acknowledged by the Owner and the Contractor's superintendent.
- B. All inspection recordings and reports will be reviewed by the Owner. The Owner shall have the authority to reject all or any portion of recordings not conforming to Specifications. These areas shall be re-inspected at no additional charge.

1.10 SAMPLE REPORTS

- A. Samples of the required reporting are located at the end of this Section.

PART 2 PRODUCTS

2.1 INSPECTION EQUIPMENT

A. General:

1. Provide equipment as required for the proposed work to perform inspections of sewer mains, manholes and/or laterals. Laterals shall be inspected from mainline to property line or cleanout located in streets, street rights-of-way, and off road easements.
2. Equipment shall include but not be limited to portable CCTV equipment, vehicles capable of transporting TV equipment and accessing remote easements, cleaning equipment, and any additional equipment and supplies required to allow for communication between personnel and to maintain a safe working environment.
3. The Contractor shall have on site fans and/or blowers necessary to remove any fog or steam that may be present, during or caused by the inspection of the piping system. All cost incurred in the use of fans or blowers shall be considered incidental to this project. No inspection of pipe shall proceed while fog is present.
4. Necessary playback equipment shall be readily accessible in the field for Owner to perform periodic review of the inspection work.

B. Sewer Main CCTV:

1. All equipment used for televising sewer lines shall be of the highest quality and shall have high performance capabilities. It shall be operative in 100 percent humidity conditions and shall be specifically designed for the proposed work.
2. The CCTV camera shall be of the remotely operated pan and tilt type. The rotating camera and lighthouse configuration shall provide 240 degrees of pan and tilt angle measuring centerline to centerline and minimum 65-degree lens viewing angle.
3. The camera shall be color and shall provide a minimum of 460 lines of horizontal resolution and 400 lines of vertical resolution.
4. The color camera shall be equipped with the necessary circuitry to allow for either automatic or remote adjustment of the optical focus and iris from the power control unit at the viewing station.
5. Mounting: Cameras may be mounted on conventional camera skids, floating skids or rafts, or maybe handheld and carried manually through larger diameter sewers.
6. Lighting: Suitable to allow clear picture of entire inner pipe wall extending at least 10 feet in front, including black High Density Polyethylene (HDPE) pipe.
7. Image: Capable of self-righting itself.
8. Features: Equipment shall have a display feature capable of showing following information.
 - a. Project name.
 - b. Contractor's name.
 - c. Date and time of inspection.
 - d. Inside pipe diameter and type.
 - e. Manhole identification (upstream manhole to downstream manhole).
 - f. On-going footage counters accurate within 0.2 foot.
9. Operator narration capability: Follow NASSCO standards.

10. Recording of a single section of sewer onto two different media storage devices will not be acceptable. Each sewer segment shall be documented in a continuous video.
- C. Software:
1. Software for logging condition and feature coding shall conform to current NASSCO standards:
 - a. Sewer Mains: Follow PACP
 - b. Laterals: Follow LACP
 - c. Manholes: Follow MACP
 2. The software shall offer all coding compliant with PACP standards and validate each entry before it can be saved.
 3. The footage reading from the camera equipment shall be automatically entered into the survey log and shall directly correspond to the noted defect location throughout the pipe graphic and tabular reports generated.
 4. Software shall be compatible with Microsoft Windows operating system and shall be capable of importing and exporting data to and from the standard PACP database.
 5. Recorded audio-video files shall be in a format viewable by commonly available software, either directly or via export. Any additional software required viewing files in their native format shall be provided at no additional cost with the deliverables.
 6. Software shall include a GIS module that can import and export pipe and manhole GIS data, and perform other GIS management functions including exporting the survey details and shape files for all pipes surveyed and observations to allow viewing in ArcGIS.

PART 3 EXECUTION

3.1 GENERAL

- A. The Contractor shall be responsible for securing the site and protection of the Owner's personnel and public. Any necessary traffic control shall be in accordance with the current Michigan Manual of Uniform Traffic Control Devices and any permitted provisions.
- B. All inspection and recording of sewer features and condition shall be in accordance with NASSCO standards, **VERSION 7.0 OR HIGHER**
- C. All sewer lines shall be cleaned as specified in these Contract Documents prior to insertion of the television camera.
- D. Maintain sewer isolation by temporary plugging or bypass pumping, as required by the Contract Documents. Contractor shall conduct operations to prevent backups and sewer overflows, and coordinate all activities with Owner. Should bypass pumping be required, the Contractor shall have personnel witnessing the pumping continuously during operations to assure that the capacity of bypass pumping equipment is sufficient.
- E. For sewers impacted by wet weather, including storm sewers, combined sewers and sewers with significant inflow and/or infiltration, work shall be coordinated with weather forecasts. No work shall be scheduled within 24 hours before or after an anticipated precipitation event.
- F. The Contractor shall notify affected residents/businesses one day prior to starting cleaning and sewer inspection with a "Resident Notification Letter" informing the residents/businesses of

the Contractor's activities and to provide contact information for the Contractor and Owner. The Contractor shall submit the letter for Owner review and approval prior to notification.

- G. The Owner shall have the authority to designate areas for which coverage may be added or omitted.

3.2 INSPECTION PREPARATION

- A. The Contractor shall be responsible for having the necessary camera skids, floats, and rafts available to allow for inspection in a manner acceptable to the Owner under live flow conditions. The following general criteria shall be followed:
1. No inspections shall be performed where flow depths exceed 50% of pipe diameter without prior approval of the Owner.
 2. The maximum flow depth for remote inspection work is 33% of the pipe diameter. The Contractor may be required to perform inspections during off-peak hours (night inspections) if specifically requested by the Owner to achieve this maximum flow standard.
 3. No maximum flow depth has been established for manual (walk-through) inspections since depths in excess of one-third pipe will probably make such inspection methods unsafe.
 4. Pipes 60 inches in diameter and larger, and having flow depths of less than 20% of the pipe diameter, shall be manually inspected unless the Contractor provides the owner with reasons for deeming manual inspections to be impractical or unsafe.

3.3 INSPECTION METHOD FOR SEWER MAIN LINES

- A. All recording of the piping system shall be a continuous record from structure to structure. The camera shall be positioned at the center of the sewer pipe. All inspection shall be completed during times of dry weather flow, and the camera shall record in the same direction as the flow. Inspection against the flow especially during high flow conditions must be approved by the Owner.
- B. The rate of speed shall be adjusted to produce a clear, concise record of the piping system and shall not exceed 30 feet per minute for conventional CCTV cameras. Travel shall stop for minimum of 10 seconds to record lateral connections, mainline connections, defects, features, and other observations. Advanced Digital Video Survey (DVS) inspection camera systems with high digital image recording resolution and lighting characteristics will be allowed to record at faster rates subject to Owner review and approval of images.
- C. The camera pan/tilt and zoom-in/zoom-out rates shall be controlled sufficient such that during playback all angles or magnifications may be viewed clearly. Lighting shall be sufficient to ensure true color and minimal glare/reflective distortions.
- D. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line.
- E. If there is interference in the sewer line that will not allow the CCTV equipment to pass, then it shall be backed out of the line and an attempt shall be made to inspect the line from the

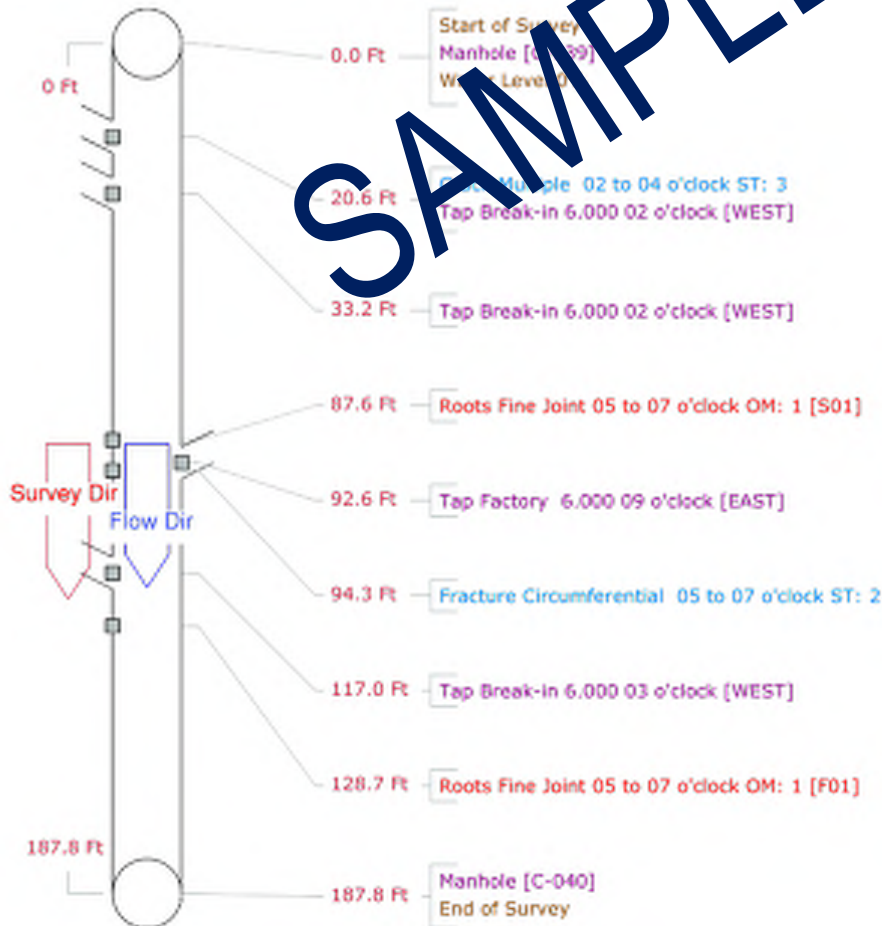
manhole at the other end. If the entire length of the sewer line cannot be televised because of two or more obstructions, then the Owner shall be notified to determine how to proceed.

3.4 CLEANUP

- A. The Contractor shall be responsible to clean up any debris or spills during each day of work and restore conditions to existing as soon as possible.
- B. The Contractor shall be responsible for the disposal of personal protection equipment used during the work. Disposable PPE such as gloves and rags, and/or other trash shall not be disposed of in the sewers.
- C. In order to ensure the safety of pedestrians and motorists, the Contractor shall ensure the manhole covers or other structure access coverings are secured prior to leaving the work area, making sure the covers do not wobble, move, and are securely in place of the structure frame.

Pipe Graphic Report **Owner Asset ID#**

Setup XXX	Surveyor XXX	Certificate # XXX	System Owner OWNER NAME
Drainage	Survey Customer OWNER NAME		
P/O #	Date YYYY/MM/DD	Time HH:MM	Street STREET NAME
City LOCATION	Further location details CAMERA IS HEADING SOUTH		
Up ID #XXX	Rim to invert	Grade to invert	Rim to grade Ft
Down ID #XXX	Rim to invert	Grade to invert	Rim to grade Ft
Use Sanitary/Combined/Storm	Direction Downstream	Flow control Not Controlled	Media No XXX
Shape Circular	Height 18	Width ins	Preclean J
Material Vitrified Clay Pipe	Joint length	Total length Ft	Date Cleaned YYYY/MM/DD
Lining	Year laid	Year rehabilitated	Length Surveyed 187.80
Purpose Capital Improvement Program Assessment	Cat	Weather Dry	
Additional info		Structural	O & M
Location Light Highway		Miscellaneous	Hydraulic
Project PROJECT NAME		Work Order	
Northing		Easting	
Coordinate System		Elevation	
		GPS Accuracy	



Tabular Report **Owner Asset ID#**

Setup XXX	Surveyor XXX	Certificate # XXX	System Owner OWNER NAME
Drainage	Survey Customer OWNER NAME		
P/O #	Date YYYY/MM/DD	Time 17:10	Street STREET NAME
City LOCATION	Further location details CAMERA IS HEADING SOUTH		
Up ID #XXX	Rim to invert	Grade to invert	Rim to grade Ft
Down ID #XXX	Rim to invert	Grade to invert	Rim to grade Ft
Use Sanitary/Combined/Storm	Direction Down	Flow control Not Controlled	Media No XXX
Shape Circular	Height 18	Width ins	Preclean J
Material Vitrified Clay Pipe	Joint length	Total length	Date Cleaned YYYY/MM/DD
Lining	Year laid	Year rehabilitated	Length Surveyed 187.8
Purpose Capital Improvement Program Assessment	Cat		Weather Dry
Additional info			Pressure
Location Light Highway			Structure O & M Constructional
Project PROJECT NAME			Mark Order
Northing	East		Elevation
Coordinate System			GPS Accuracy

Count Video	CD Code	Grade	In	2	% JntFr	To ImRef	Remarks
0.0		ST	Start of Survey				
0.0		AMH	Manhole				C-039
0.0		MWL	Water Level		0		
20.6		CM	Crack Mapole	2		02 04	
20.8		TB	Tap Break in	6.000		02	WEST
33.2		TB	Tap Break in	6.000		02	WEST
87.6	S01	RFJ	Roots Fine Joint	1	J	05 07	
92.6		TF	Tap Failure	6.000		09	EAST
94.3		FC	Fracture Circumferential	2		05 07	
117.0		TB	Tap Break in	6.000		03	WEST
128.7	F01	RFJ	Roots Fine Joint	1	J	05 07	
187.8		AMH	Manhole				C-040
187.8		FH	End of Survey				

187.8 Ft Total Length Surveyed

Scores	Structural:	Pipe Rating 5	Pipe Ratings Index 2.5	Quick Rating 3121
	O&M:	Pipe Rating 8	Pipe Ratings Index 1.8	Quick Rating 1500
	Overall:	Pipe Rating 13	Pipe Ratings Index 1.9	Quick Rating 3121

Contractor Logo/Name, Address and Contact Information

END OF SECTION

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SECTION 02751

CLEANING OF SEWER LINES

PART 1 GENERAL

1.1 SUMMARY

- A. It is the intent of these specifications to provide a basis by which a sanitary sewer line can be cleaned of all excess debris so that internal sewer inspections or other work can be carried out. This basis shall include methods, equipment, and payment of work. Cleaning of sewer lines shall be accomplished by trapping and collecting all sand, debris, and grease at the next manhole, upstream or downstream of the line being cleaned, and removal and proper disposal of said materials in accordance with applicable State and Local laws governing the disposal of such materials. Cleanup operations shall consist of cleaning all debris out of the manholes and off the ground around the manhole and should include removal and proper disposal of said materials.
- B. The Contractor shall provide and furnish all required skilled and unskilled labor, materials, fuel, machinery, tools, so that the contract and all work required to be done under the contract can and will be carried on continuously and expeditiously to completion, in all respects to the satisfaction of the Owner.
- C. The sewer lines for which cleaning are required are shown or identified in these Contract Documents or as directed by the Owner.
- D. Related Sections:
 - 1. Section 00300 - Proposal
 - 2. Section 00700 - General Conditions
 - 3. Section 02704 - Internal Sewer Inspection

1.2 MEASUREMENT AND PAYMENT

- A. Payment for cleaning of a sanitary sewer line shall include all supervision, labor, equipment, water, electrical bills, disposal of debris, cleanup and any other applicable item and shall be included in the unit prices as described in the Specifications herein.
- B. **Clean and Televis, ____" Storm Sewer, lft**

The Owner shall pay for a "three-pass" cleaning of sewer pipelines utilizing high pressure jetting equipment, brushes and swabs to allow for passage of the CCTV; removing small amounts of loose debris such as gravel, sand, small rocks, grease and other deleterious materials within the sewer line; and removal of loose mineral deposits up to 25% of sewer diameter (height). **Clean and Televis, ____" Storm Sewer, lft**, will be paid for at the contact unit price per foot measured from inside of manhole to inside of manhole. Attached, or encrusted and hard compacted deposits are not included in the unit price for **Clean and Televis, ____" Storm Sewer, lft**

Heavy Cleaning, ____” Storm Sewer (if needed), lft

Should the sewer line have too much debris or blockage to allow a camera to pass through after the original three passes are made additional cleaning may be required. This work shall commence only upon the approval and direction of the Owner and/or the Owner’s Representative/Engineer and will be defined as “**Heavy Cleaning**”

The Owner shall pay for an additional “three-pass” cleaning of sewer pipelines utilizing high pressure jetting equipment, and mechanical cleaners such as bucket machines, scrapers, cutters and augers to allow for passage of the CCTV; removing obstructions and medium to large amounts of debris such as gravel, sand, rocks, grease and other deleterious materials within the sewer line; removal of mineral deposits in accordance with the cleaning standards detailed in Article 1.2.D and removal of all attached, or encrusted and hard compacted deposits; and removal of roots, root balls. **Heavy Cleaning, ____” Storm Sewer (if needed), lft.** will be paid for at the contact unit price per foot measured from inside of manhole to inside of manhole.

1.3 REFERENCES

- A. Abbreviations and Acronyms
 - 1. NASSCO – National Association of Sewer Service Companies
 - 2. PACP - Pipeline Assessment and Certification Program
 - 3. CCTV – Closed Circuit Televising
- B. Definitions
 - 1. Three-Pass Cleaning –Flushing of a sewer with a maximum of (3) passes utilizing high pressure jetting system
- C. NAASCO Reference Standards
 - 1. In accordance with NASSCO standards, heavy cleaning may require a step cleaning approach usually by accessing the downstream manhole and cleaning from downstream to upstream. Step cleaning is a systematic and efficient method of cleaning pipe with medium to large amounts of debris. Small sections or lengths of the sewer segment (steps or passes) are cleaned in each pull of the cleaning nozzle. This prevents build-up of debris downstream in the pipe and at the manhole. This also prevents the nozzle from becoming stuck in a large build-up of debris.
 - 2. It is common practice to follow the cleaning nozzle with visual inspection from upstream to downstream to verify that the cleaning process is effective and that the pipe is cleaned per NASSCO standards for accurate PACP coding. However, at times it may be necessary to clean a pipe from the upstream manhole to the downstream manhole (reverse set-up). The reasoning for a reverse set-up is based on the conditions, the access/location and the amount and type of debris in the pipe. Heavy cleaning may require specialized nozzles depending on the amount of debris, the type of deposit, the type of debris or obstruction and the debris location.

1.4 QUALIFICATIONS

- A. The Contractor performing the work shall be a company specializing in performing cleaning sanitary sewers, and shall have a minimum experience of at least three other projects of

similar size and scope within the last five years that include cleaning operations as outlined herein.

1.5 SUBMITTALS

- A. Prior to initiation of work, the Contractor shall submit for Owner review and approval the following:
 - 1. Listing of and data sheets for equipment to be used for proposed cleaning work.
 - 2. Proposed water source for cleaning and proposed disposal site for solids cleaned from sewer (i.e. landfill or treatment plant)

1.6 REQUIRED DELIVERABLES

- A. All data pertinent to the line cleaned shall be duly recorded on an adequate cleaning log form as supplied by the Contractor. This form shall be turned over to and remain in the possession of the Engineer after a section of the line has been completed.
- B. Landfill disposal logs for all debris.

1.7 ACCEPTANCE

- A. A daily log of work accomplished shall be duly recorded and acknowledged by the Owner or Owner's representative and the Contractor's superintendent.
- B. All inspection recordings and reports will be reviewed by the Owner. The Owner shall have the authority to reject all or any portion of recordings not conforming to Specifications. These areas shall be re-cleaned at no additional charge.

PART 2 PRODUCTS

2.1 EQUIPMENT

- A. All equipment used for cleaning operations, any method, shall be equipment specifically designed for the type of work specified. Self-contained cleaning units shall be used for the work unless otherwise approved by the Owner.

PART 3 EXECUTION

3.1 GENERAL

- A. The Contractor shall be responsible for securing the site and protection of the Owner's personnel and public. Any necessary traffic control shall be in accordance with the current Michigan Manual of Uniform Traffic Control Devices.
- B. The contractor shall notify the residents/businesses one day prior to starting cleaning with a "Resident Notification Letter" informing the residents/businesses of the Contractor's cleaning activities and to provide contact information for the Contractor and Owner. The Contractor shall submit the letter for Owner review and approval prior to notification. This letter should

include contact information for residents to call should clean pressures cause toilet overflows or drain backups.

- C. The Contractor shall clean in the direction of flow unless approval is received prior to reverse flow cleaning by the Owner. The liquid filtrate may be drained back into the downstream manhole and shall be disposed of in accordance with all regulations. The Contractor is responsible for providing all required water.
- D. Protection During Cleaning Operations - Satisfactory precautions shall be taken to protect the sewer lines from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools, which depend upon water pressure to provide their cleaning force, or any tools which retard the flow of water in the sewer line are used, precautions shall be taken to insure that the water does not cause damage or flooding to public or private property being served by the manhole section involved. The Contractor shall reduce the pressures at the direction of the Owner, or if notified by a resident that such problems are occurring. By reducing pressure, additional cleaning time or passes through needed and shall be done at no additional cost to the Owner.

3.2 METHODS

- A. The methods of cleaning a sanitary or combined sewer line which are acceptable for use are outlined below. Approval from the Owner for the method chosen shall be obtained prior to any cleaning work.
- B. Bucket Machine Method - This method shall consist of:
 - 1. Rodding the sewer line with a power-driven continuous steel rod of sufficient length and gauge and with the proper cleaning heads or augers, so as to loosen all solid materials. It shall also provide a means to thread a cable for the power winch.
 - 2. Removal of all solids, materials and other debris by means of a clam-shell type bucket and/or other appliances dragged through the sewer line with power winches of suitable size and horsepower.
 - 3. Brushing of the sewer line with a brush large enough to assure that the line has been cleaned sufficiently. This brush shall be mechanically driven, with the power mechanism properly sized.
 - 4. All electrical drops required by the Contractor shall be arranged for by the Contractor.
- C. Hydraulic Cleaning Method - This method shall consist of cleaning and flushing of the sewer line by means of water pumped into the line at a high velocity. This shall be accomplished using between 800 pounds per square inch (P.S.I.) and 1000 P.S.I. of pressure at the pump connected by a high pressure hose to deliver water to a self-propelled nozzle to do the necessary cleaning and flushing. As many passes as necessary shall be made to sufficiently clean the sewer line.

3.3 DISPOSAL OF DEBRIS AND CLEANUP

- A. After removal of debris out of a manhole, the Contractor shall dispose of debris at a Type II landfill. The Owner will sign the manifest for the debris as the Generator, and shall be provided with copies of the landfill invoices after delivery. Any testing required for proper

disposal shall be at the Contractor's expense and included in the unit prices bid for sewer cleaning. If the testing indicates the debris is not acceptable for disposal at a Type II landfill, and disposal at a Type III landfill, or other specialized disposal facility is required, the Owner will negotiate a change order for the additional costs for the required disposal. Clean up operations shall consist of cleaning all debris out of the manhole and off the ground around the manhole. At no time shall the Contractor push the debris downstream in the sewer system.

3.4 CLEANUP

- A. The Contractor shall be responsible to clean up any debris or spills during each day of work and restore conditions to existing as soon as possible.

END OF SECTION

SECTION 02929

SEEDING

PART 1 GENERAL

1.1 SUMMARY OF WORK

- A. Extent of seeded and sodded lawns is shown on drawings and by provisions of this section.
- B. Types of work required include the following:
 - 1. Soil preparation
 - 2. Top Soil
 - 3. Hydroseeding

1.2 RELATED WORK

- A. Related work specified elsewhere:
 - 1. Section 02200: Site Preparation and Earthwork
 - 2. Section 02950: Trees, Plants and Ground Covers
 - 3. Section 02970: Landscape Maintenance and Guarantee Standards

1.3 QUALITY ASSURANCE

- A. Seeding Subcontractor shall have a minimum 5 years experience with hydroseeding and related work.

1.4 SUBMITTALS

- A. Submit certification of grass seed from seed vendor for each grass seed mixture.
- B. Manufacturer's certification of fertilizer.
- C. Hyrdoseeder's certification of experience.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver seed in original sealed, labeled and undamaged containers.

1.6 PROJECT CONDITIONS

- A. Work notifications: Notify Engineer at least 7 working days prior to start of seeding operation.
- B. Protect existing utilities, paving and other facilities from damage caused by seeding operations.

- C. Perform seeding work only after planting and other work affecting ground surface has been completed.
- D. Restrict traffic from lawn areas until grass is established. Erect signs and barriers as required.
- E. Provide hose and lawn watering equipment as required.

1.7 WARRANTY

- A. Hydroseeding shall be warranted for a period of 1 year following acceptance

PART 2 PRODUCTS

2.1 MATERIALS

- A. Grass Seed:
 - 1. Fresh, clean, dry, new-crop seed complying with the Association of Official Seed Analysts' - Rules for Testing Seeds - for purity and germination tolerances.
 - 2. Seed Mixture: Provide seed of grass species and varieties, proportions by weight, and minimum percentages of purity, germination, and maximum percentage of weed seed as indicated on Schedules at the end of this section.
- B. Fertilizer:
 - 1. Granular, non-burning product composed of not less than 50% organic slow acting, guaranteed analysis professional fertilizer.
 - 2. Type A: Starter fertilizer containing 20% nitrogen, 12% phosphoric acid and 8% potash by weight or similar approved composition.
- C. Ground limestone: Containing not less than 85% of total carbonates and ground to such fineness that 50% will pass through a 100 mesh sieve and 90% will pass through a 20 mesh sieve. Use if determined by soil tests to be necessary.
- D. Water: Free of substance harmful to grass seed and grass growth. Hoses or other methods of transportation furnished by Contractor.
- E. Topsoil
 - 1. Topsoil shall be fertile, friable and representative of productive soil, capable of sustaining vigorous plant growth and shall be free of clay lumps, sub-soil, weeds, seeds and other foreign debris.
 - 2. Acidity range shall be between pH 5.0 and 7.5.
 - 3. Organic content shall be not less than 5% and not greater than 30%.
 - 4. Clay content shall range between 5% and 25%.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine finish surfaces, grades, topsoil quality and depth. Do not start seeding work until unsatisfactory conditions are corrected.

3.2 PREPARATION

- A. Limit preparation to areas which will be immediately seeded. Spread topsoil, fine grade.
- B. Treat lawn areas with "Round Up", by Monsanto, per label directions as required to kill existing vegetation prior to seeding.
- C. Scarify surface of lawn areas to minimum depth of 3". Remove stones over 1" in any dimension and sticks, roots, rubbish and extraneous matter.
- D. Apply 3" minimum topsoil to entire area to be seeded.
- E. Grade lawn areas to smooth, free draining and even surface with a loose, uniformly fine texture. Roll and rake; remove ridges and fill depressions as required to drain.
- F. Apply limestone, if required by soil test results, at rate determined by the soil test, to adjust pH of topsoil to not less than 6.0 nor more than 6.8. Distribute evenly by machine and incorporate thoroughly into topsoil.
- G. Apply Type A fertilizer at the rate equal to 1.0 lb. of actual nitrogen per 1,000 sq. ft. (43 lbs./acre). Apply fertilizer by mechanical rotary or drop type distributor, thoroughly and evenly incorporated with the soil to depth of 1" by discing or other approved methods. Fertilize areas inaccessible to power equipment with hand tools and incorporate it into soil.
- H. Dampen dry soil prior to seeding.
- I. Restore prepared area to specified condition if eroded, settled or otherwise disturbed after fine grading and prior to seeding.

3.3 HYDROSEEDING

- A. Hydroseeding: Mix specified seed, fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogenous slurry suitable for hydraulic application.
- B. Mix slurry with nonasphaltic tackifier.
- C. Apply slurry uniformly to all areas to be seeded in a 1-step process. Apply mulch at the minimum rate of 1500 lb per acre (16.5 kg per 100 sq. m) dry weight but not less than the rate required to obtain specified seed-sowing rate.
- D. Apply slurry uniformly to all areas to be seeded in a 2-step process. Apply first slurry application at the minimum rate of 500 lb per acre (5.5 kg per 100 sq. m) dry weight but not

less than the rate required to obtain specified seed-sowing rate. Apply slurry cover coat of fiber mulch at a rate of 1000 lb per acre (11 kg per 100 sq. m).

3.4 MAINTENANCE

- A. Proper maintenance shall be perform to adequately establish seed

3.5 CLEANING

- A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris and equipment. Repair damage resulting from seeding operations.

END OF SECTION

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SECTION 02930

GENERAL LANDSCAPE MATERIALS AND FINAL GRADING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Handling and installation of existing top soil materials.
- B. Supply and installation of additional top soil materials.
- C. Final grading of topsoil for finish landscaping.

PART 2 PRODUCTS

2.1 TOPSOIL

- A. Topsoil, as provided by the Contractor, shall meet the following requirements:
- B. Topsoil shall be fertile, friable and representative of productive soil, capable of sustaining vigorous plant growth and shall be free of clay lumps, sub-soil, weeds, seeds and other foreign debris.
- C. Acidity range shall be between pH 5.0 and 7.5.
- D. Organic content shall be not less than 5% and not greater than 30%.
- E. Clay content shall range between 5% and 25%.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify building and trench backfilling have been inspected.
- B. Verify subsoil has been contoured and compacted.

3.2 SUBSTRATE PREPARATION

- A. Eliminate uneven areas and low spots.
- B. Remove debris, roots, branches, stones, in excess of 1/2 inch in size. Remove and replace subsoil contaminated with petroleum products.
- C. Scarify surface to a depth of 3 inches where topsoil is scheduled. Scarify in areas where equipment used for hauling and spreading topsoil has compacted subsoil.

3.3 PLACING TOPSOIL

- A. Place topsoil in areas as designated on the Contract Drawings, Thickness shall be as called for on the Contract Drawings. Place topsoil during dry weather.
- B. Fine grade topsoil to eliminate rough or low areas. Maintain profiles and contour of subgrade.
- C. Remove roots, weeds, rocks, and foreign material while spreading.
- D. Manually spread topsoil close to existing plant life, buildings and other above grade appurtenances to prevent damage.
- E. Compact placed topsoil as called for on the Contract Drawing.
- F. Remove surplus subsoil and topsoil from site.
- G. Leave stockpile area and site clean and raked, ready to receive landscaping, on both the facility site and remote storage site.

3.4 TOLERANCES

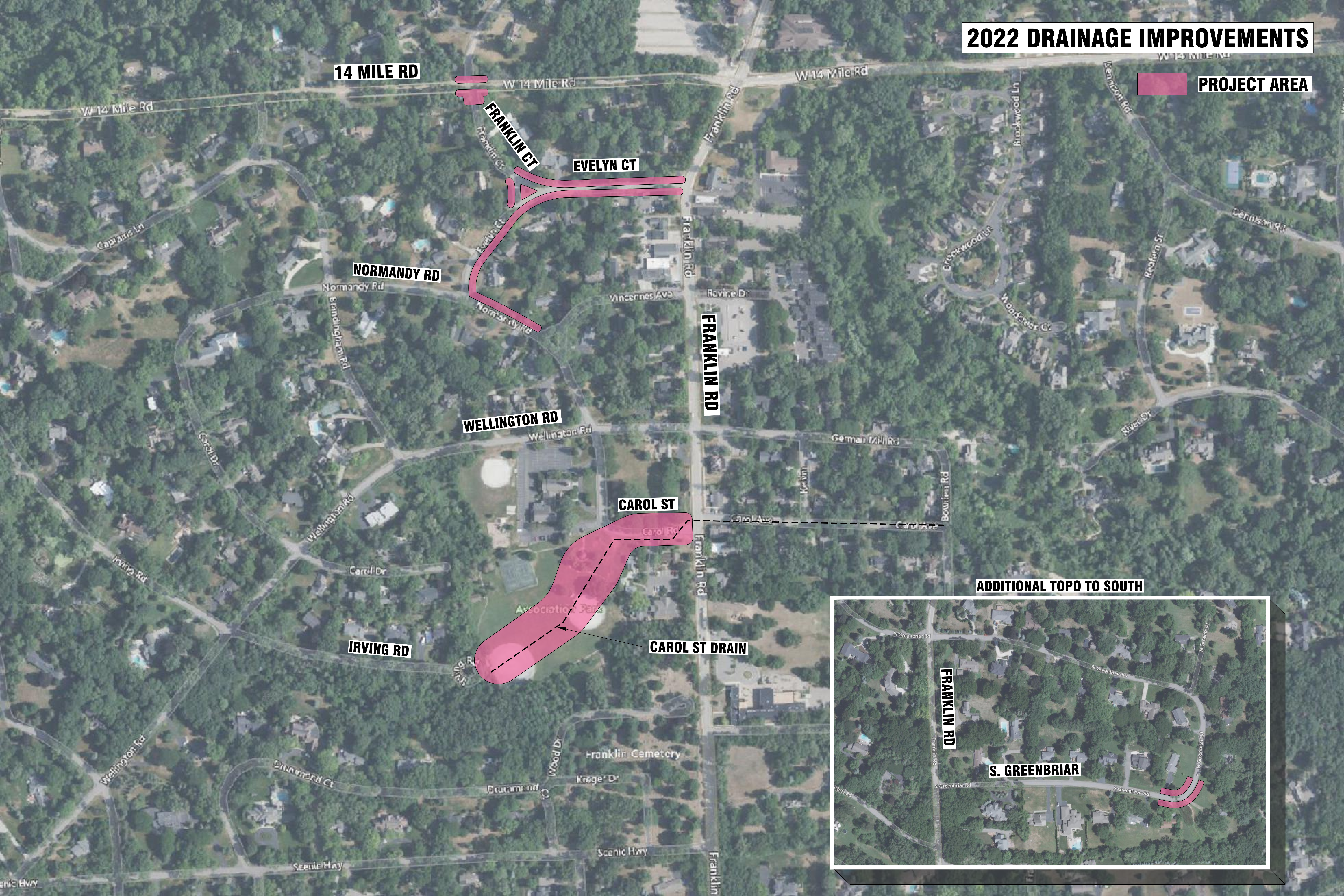
- A. Top of Topsoil: Plus or minus 1/2 inch or as called for in Section 02958.

3.5 PROTECTION

- A. Protect landscaping and other features remaining as final work.
- B. Protect all other structures, utilities, paving and other above grade appurtenances.

END OF SECTION

2022 DRAINAGE IMPROVEMENTS

 **PROJECT AREA**

December 13, 2021

Village of Franklin
32325 Franklin Road
Franklin, Michigan 48025

Attention: Village Council
Mr. Roger Fraser, Village Administrator

Re: Proposal for Professional Design Engineering Services
Pathway – Apple Tree/Irving Road Easement

HRC Job No. 20210295.22

Dear Ladies and Gentlemen:

Thank you for the opportunity to allow Hubbell, Roth & Clark, Inc. (HRC) to submit this proposal for professional design engineering services for the proposed pathway construction in the existing Apple Tree/Irving Road easement in the northwest section of the Village. It is our understanding that this easement is under the jurisdiction of the Village. This proposal contains the scope of services and associated costs for the design of a permanent crushed aggregate/gravel trail, or pathway, in this location.

Preliminary Investigation:

HRC staff visited the site on Friday, November 19, 2021. The length of the unofficial trail in the existing easement is approximately 550' from the end of the pavement (of Apple Tree) east of Colony Hill Drive to the cul-de-sac at the end of Irving Road to the southeast. The trail was observed to be comprised of primarily dirt and organics and generally followed the path of a natural drainage course (i.e., a ditch/swale section). A small portion of the existing flow likely drains to the east and into the low areas in the rear yards of the adjacent properties.

In order to determine the scope of the design, our office recommends that all property owners adjacent to the existing trail and near the access points be met with on site and given the opportunity to ask questions and/or voice any concerns they may have. Further, the final design of a permanent path must adhere to the existing drainage pattern or must address any modified flow conditions based on the material and cross-section of the new pathway.

Scope of Study/Design Engineering Services and Fees:

Based on the above expectations, the estimated timeline and fees for our services is as follows:

1. Obtain topographic survey and hand-augured soil borings of site: Portions of the adjacent properties would be included in the survey. Sub-base investigation will be completed utilizing hand augers. This will help determine the existing soil strata, evaluate its condition, and determine a proposed pathway cross section. HRC would complete this task within one (1) week at a cost not to exceed **\$3,000**.
2. Establish a base map of the site and adjacent properties including property lines, right-of-way lines, utilities, and easements: HRC would complete this task at a cost not to exceed **\$1,200**. This work may be done in conjunction with the field work above.

Delhi Township
2101 Aurelius Rd.
Suite 2A
Holt, MI 48842
517-694-7760

Detroit
535 Griswold St.
Buhl Building, Ste 1650
Detroit, MI 48226
313-965-3330

Grand Rapids
1925 Breton Road SE
Suite 100
Grand Rapids, MI 49506
616-454-4286

Howell
105 W. Grand River
Howell, MI 48843
517-552-9199

Jackson
401 S. Mechanic St.
Suite B
Jackson, MI 49201
517-292-1295

Kalamazoo
834 King Highway
Suite 107
Kalamazoo, MI 49001
269-665-2005

Lansing
215 S. Washington SQ
Suite D
Lansing, MI 48933
517-292-1488

3. Provide preliminary layout and cross-section: HRC would complete this task at a cost not to exceed **\$1,600 and would include a working estimate of project costs for budgeting purposes.**
4. Project discussion with property owners: HRC would preliminarily stake out the new pathway and easements and follow-up with an on-site meeting with property owners and Village staff. HRC would complete these tasks within two (2) days at a cost not to exceed **\$2,000.**
5. Detailed grading plan, details and specifications compiled in a bid package: Once Village and property owners are in agreement with the proposed scope, HRC would complete this task at a cost not to exceed **\$3,000.** Work would include deliverables in the form of drawings with obtained survey grades and proposed improvements and the estimated costs for the improvements.

Summary:

In summary, the overall budget to investigate and provide recommendations for improvements along with the associated engineering fees can be accomplished at a cost not to exceed **\$10,800.** We would have the work completed for a resident meeting in early February 2022 and plans ready for bidding for fall 2022 construction. Please note that this cost does **not** include preparation of new easements, bidding assistance, or construction engineering costs. HRC will provide a cost estimate for these costs as requested.

At this time, we are requesting your authorization to proceed in this manner. We are available to discuss this matter in more detail should you so desire. If you have any questions or require any additional information, please feel free to contact our office at 248-454-6300. We thank you in advance for your consideration and this exciting opportunity.

Very truly yours,

Accepted By:

HUBBELL, ROTH & CLARK, INC.

Village of Franklin



James F. Burton, P.E.
Vice President

Signature: _____



Edward Zmich
Project Manager

Written Name: _____

Title: _____

EDZ/edz

Dated: _____

pc: Village of Franklin; Heather Mydloski
HRC; Business Office, File



MCKENNA

December 9, 2021

Village Council
Village of Franklin
32325 Franklin Road
Franklin, Michigan 48025

Subject: Zoning Ordinance Amendment Involving Garden Enclosure Location

Dear Council Members:

Following a public hearing on December 8, 2021, the Planning Commission voted to recommend an amendment to Section 1268.28, subsection (b)(11), subitem A of the Zoning Ordinance, which addresses the permitted location of garden enclosures. Garden enclosures are defined by the Ordinance as "a type of interior fence that is used to enclose an area used for the growing of vegetables, flowers, etc., used for human consumption but not for commercial sale."

Currently, the Ordinance prohibits garden enclosures from being in the required rear yard. On many lots in Franklin, this restriction would have the effect of entirely prohibiting garden enclosures, which was not the intent of the Planning Commission. Thus, it is recommended that the words "or rear" be deleted from subitem A, so that it would read as follows:

A. **Location.** A garden enclosure shall not be permitted in any front yard or any required side ~~or rear~~ yard.

The effect of this amendment is to permit garden enclosures in required rear yards.

Building Official Bill Dinnan noted that this amendment would allow a garden enclosure to be placed up to a neighboring property. He recommended that there be a minimal setback requirement from the rear lot line, such as 10 feet, which is the setback required for accessory buildings.

The Planning Commission discussed Mr. Dinnan's recommendation but decided to proceed with the zoning text revision as proposed. The Commissioners noted that the garden fence would be transparent, unlike an opaque perimeter fence. Also, on some small lots a 10-foot setback requirement would limit use of the backyard for other purposes.

RECOMMENDATION

We recommend that the Village Council adopt the proposed amendment to the Zoning Ordinance as noted.

Respectfully submitted,

McKENNA

Christopher J. Doozan, AICP
Community Planning Consultant

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
MCKA.COM

Communities for real life.

12/13/2021

ORDINANCE NO. 2021-05

AN ORDINANCE TO AMEND SECTION 1268.28(b)(11)(A), ZONING, OF THE CODIFIED ORDINANCES OF THE VILLAGE OF FRANKLIN, OAKLAND COUNTY, MICHIGAN, TO ADOPT REGULATIONS CONCERNING GARDEN FENCE STANDARDS.

THE VILLAGE OF FRANKLIN ORDAINS:

Section 1. Amendment. That Part 12 – Planning & Zoning Code, Title Four – Zoning, Chapter/Section 1268.28(b)(11)(A), Zoning, of the Codified Ordinances, Village of Franklin, Oakland County, Michigan, is hereby amended in its entirety to read as follows:

- A. Location. A garden enclosure shall not be permitted in any front yard nor any required side ~~or rear~~ yard.

Section 2. Severability. This ordinance and each Chapter, section, subsection, paragraph, subparagraph, part, provision, sentence, word and portion thereof are hereby declared to be severable; and if they or any of them are declared to be invalid or unenforceable for any reason by a court of competent jurisdiction, it is hereby provided that the remainder of this ordinance shall not be affected thereby.

Section 3. Penalty. All violations of this ordinance shall be municipal civil infractions and upon a determination of responsibility therefore shall be punishable by a civil fine of not more than \$500 and such other sanctions as may be ordered pursuant to Village Code Section 202.99.

Section 4. Savings. All proceedings pending and all rights and liabilities existing, acquired or incurred the time this ordinance takes effect, are saved and may be consummated according to the law in force when they were commenced.

Section 5. Repeal, Effective Date, Adoption.

(1) Repeal. All regulatory provisions contained in other Village ordinances which conflict with the provisions of this ordinance are hereby repealed.

(2) Effective Date. This ordinance shall become effective on _____, 2021, twenty (20) days following its adoption, and shall be published prior to its effective date as mandated by charter and statute.

(3) Adoption. This ordinance was adopted by the Village Council of the Village of Franklin at a meeting thereof held on _____, 2021.

William Lamott, President
Village of Franklin

CERTIFICATE

I, HEATHER MYDLOSKI, VILLAGE OF FRANKLIN CLERK,
DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE
AND COMPLETE COPY OF AN ORDINANCE, THE
ORIGINAL OF WHICH IS ON FILE IN MY OFFICE ADOPTED
BY THE VILLAGE COUNCIL OF THE VILLAGE OF
FRANKLIN AT A MEETING THEREOF HELD ON DECEMBER
13, 2021.

Heather Mydloski, Clerk
Village of Franklin

12/13/2021

ORDINANCE NO. 2021-05

AN ORDINANCE TO AMEND SECTION 1268.28(b)(11)(A), ZONING, OF THE CODIFIED ORDINANCES OF THE VILLAGE OF FRANKLIN, OAKLAND COUNTY, MICHIGAN, TO ADOPT REGULATIONS CONCERNING GARDEN FENCE STANDARDS.

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- A. Location. A garden enclosure shall not be permitted in any front yard nor any required side yard.

Section 2. Severability. This ordinance and each Chapter, section, subsection, paragraph, subparagraph, part, provision, sentence, word and portion thereof are hereby declared to be severable; and if they or any of them are declared to be invalid or unenforceable for any reason by a court of competent jurisdiction, it is hereby provided that the remainder of this ordinance shall not be affected thereby.

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ORIGINAL OF WHICH IS ON FILE IN MY OFFICE ADOPTED
BY THE VILLAGE COUNCIL OF THE VILLAGE OF
FRANKLIN AT A MEETING THEREOF HELD ON DECEMBER
13, 2021.

Heather Mydloski, Clerk
Village of Franklin

VILLAGE OF FRANKLIN, MICHIGAN

**RESOLUTION TO ACQUIRE CREDIT CARDS AND ADOPTION OF RESOLUTION
AND RULES CONCERNING CREDIT CARD TRANSACTIONS**

WHEREAS, MCL 129.243 requires that a local governing unit may be a party to a credit card arrangement so long as it has a written policy concerning such credit card transactions; and

WHEREAS, the Village Council desires to acquire credit cards concerning certain transactions and adopt the following Resolution concerning credit card transactions.

THEREFORE, the Village Council of the Franklin Village resolves:

1. The Village Council designates the Administrator as the employee responsible for credit card issuance, accounting, monitoring, and retrieval and generally for overseeing compliance with the credit card policy. MCL 129.243 Sec. 3(a)
2. The Village credit card may only be used by an employee of the Village for purchases of goods or services for official Village business. MCL 129.243 Sec. 3(b)
3. Any employee issued a Village credit card must submit documentation to the Clerk for any goods or services purchased including: a description of the goods or services purchased, the vendor name, the cost of the goods and services, the date of the purchase, and the official business for which purchased. MCL 129.243 Sec. 3(c)
4. Any employee issued a Village credit card is responsible for its protection and custody and shall immediately notify the Administrator if the credit card is lost or stolen. MCL 129.243 Sec. 3(d)
5. Any employee issued a Village credit card shall return the credit card upon the termination of their employment with the Village. MCL 129.243 Sec. 3(e)
6. The Administrator shall be responsible for creating and maintaining a system of internal accounting controls to monitor the use of the credit cards issued by the Village. MCL 129.243 Sec. 3(f)
7. Credit card invoices must be approved prior to payment. MCL 129.243 Sec. 3(g)
8. Credit card invoices must be paid within 60 days after the initial statement date. MCL 129.243 Sec. 3(h)

9. Unauthorized use of the Village credit card by an employee shall result in disciplinary measures consistent with law. MCL 129.243 Sec. 3(i)
10. The Village Council shall approve the total Village credit card limit by resolution which shall be no higher than 5% of the total budget of the Village (as determined by State law) for the current fiscal year. MCL 129.244 Sec. 4(1)
11. The Administrator will be responsible for determining credit limits for any employee issued a Village credit card.
12. The credit card shall not be used for cash advances.

Roll Call Vote

Erlich

Seltzer

Hansen

Gordon

Hanke

Saenz

Lamott

Motion _____

RESOLUTION – EXEMPTION

RESOLUTION TO ADOPT THE ANNUAL EXPEMPTION OPTION AS SET FORTH IN 2011 PUBLIC ACT 152, THE PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT.

WHEREAS, 2011 Public Act 152 (the “Act”) was passed by the State Legislature and signed by the Governor on September 24, 2011;

WHEREAS, the Act contains three options for complying with the requirements of the Act;

WHEREAS, the three options are as follows;

1. Section 3 – “Hard Caps” Option – limits a public employer’s total annual health care costs for employees based on coverage levels, as defined in the Act;
2. Section 4 – “80%/20% Option – limits a public employer’s share of total annual health care costs to not more than 80%. This option requires an annual majority vote of the governing body;
3. Section 8 – “Exemption” Option – a local unit of government, as defined in the Act, may exempt itself from the requirements of the Act by an annual 2/3 vote of the governing body;

WHEREAS, the Village of Franklin has decided to adopt the annual Exemption option as its choice of compliance under the Act;

NOW, THEREFORE, BE IT RESOLVED the Village Council of the Village of Franklin elects to comply with the requirements of 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act, by Adopting the annual Exemption option for the medical benefit plan coverage year January 1, 2022 through December 31, 2022.

PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT
Act 152 of 2011

AN ACT to limit a public employer's expenditures for employee medical benefit plans; to provide the power and duties of certain state agencies and officials; to provide for exceptions; and to provide for sanctions.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

The People of the State of Michigan enact:

15.561 Short title.

Sec. 1. This act shall be known and may be cited as the "publicly funded health insurance contribution act".

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

15.562 Definitions.

Sec. 2. As used in this act:

(a) "Designated state official" means:

(i) For an election affecting employees and officers in the judicial branch of state government, the state court administrator.

(ii) For an election affecting senate employees and officers, the secretary of the senate.

(iii) For an election affecting house of representatives employees and officers, the clerk of the house.

(iv) For an election affecting legislative council employees, the legislative council.

(v) For an election affecting employees in the state classified service, the civil service commission.

(vi) For an election affecting executive branch employees who are not in the state classified service, the state employer.

(b) "Flexible spending account" means a medical expense flexible spending account in conjunction with a cafeteria plan as permitted under the federal internal revenue code of 1986.

(c) "Health savings account" means an account as permitted under section 223 of the internal revenue code of 1986, 26 USC 223.

(d) "Local unit of government" means a city, village, township, or county, a municipal electric utility system as defined in section 4 of the Michigan energy employment act of 1976, 1976 PA 448, MCL 460.804, an authority created under chapter VIA of the aeronautics code of the state of Michigan, 1945 PA 327, MCL 259.108 to 259.125c, or an authority created under 1939 PA 147, MCL 119.51 to 119.62.

(e) "Medical benefit plan" means a plan established and maintained by a carrier, a voluntary employees' beneficiary association described in section 501(c)(9) of the internal revenue code of 1986, 26 USC 501, or by 1 or more public employers, that provides for the payment of medical benefits, including, but not limited to, hospital and physician services, prescription drugs, and related benefits, for public employees or elected public officials. Medical benefit plan does not include benefits provided to individuals retired from a public employer or a public employer's contributions to a fund used for the sole purpose of funding health care benefits that are available to a public employee or an elected public official only upon retirement or separation from service.

(f) "Medical benefit plan costs" does not include a payment by the public employer to an employee or elected public official in lieu of medical benefit plan coverage and, for a medical benefit plan coverage year beginning after the later of January 1, 2014 or the effective date of the amendatory act that added this subdivision, includes, but is not limited to, all of the following:

(i) Any amount that the public employer pays directly or indirectly for the assessment levied pursuant to the health insurance claims assessment act, 2011 PA 142, MCL 550.1731 to 550.1741.

(ii) Insurance agent or company commissions.

(iii) Any additional amount the public employer is required to pay as a fee or tax under the patient protection and affordable care act, Public Law 111-148, as amended by the federal health care and education reconciliation act of 2010, Public Law 111-152.

(g) "Medical benefit plan coverage year" means the 12-month period after the effective date of the contractual or self-insured medical coverage plan that a public employer provides to its employees or public officials.

(h) "Public employer" means this state; a local unit of government or other political subdivision of this state; any intergovernmental, metropolitan, or local department, agency, or authority, or other local political subdivision; a school district, a public school academy, or an intermediate school district, as those terms are

defined in sections 4 to 6 of the revised school code, 1976 PA 451, MCL 380.4 to 380.6; a community college or junior college described in section 7 of article VIII of the state constitution of 1963; or an institution of higher education described in section 4 of article VIII of the state constitution of 1963.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 269, Imd. Eff. Dec. 30, 2013.

Compiler's note: Enacting section 1 of Act 269 of 2013 provides:

"Enacting section 1. This amendatory act clarifies the original intent of the legislature and is curative and retroactive as to the exclusion of funding for health care benefits that are available only upon either retirement or separation from service from the definition of medical benefit plan and as to the exclusion of payments in lieu of medical benefit plan coverage from medical benefit plan costs."

15.563 Public employer contribution to medical benefit plan; limitation on amount; allocation of payments; adjustment of maximum payment.

Sec. 3. (1) Except as otherwise provided in this act, a public employer that offers or contributes to a medical benefit plan for its employees or elected public officials shall pay no more of the annual costs or illustrative rate and any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to \$5,500.00 times the number of employees and elected public officials with single-person coverage, \$11,000.00 times the number of employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage, plus \$15,000.00 times the number of employees and elected public officials with family coverage, for a medical benefit plan coverage year beginning on or after January 1, 2012. A public employer may allocate its payments for medical benefit plan costs among its employees and elected public officials as it sees fit. By October 1 of each year after 2011 and before 2019, the state treasurer shall adjust the maximum payment permitted under this subsection for each coverage category for medical benefit plan coverage years beginning the succeeding calendar year, based on the change in the medical care component of the United States Consumer Price Index for the most recent 12-month period for which data are available from the United States Department of Labor, Bureau of Labor Statistics. By April 1 of each year after 2018, the state treasurer shall adjust the maximum payment permitted under this subsection for each coverage category for medical benefit plan coverage years beginning the succeeding calendar year, based on the change in the medical care component of the United States Consumer Price Index for the most recent 12-month period for which data are available from the United States Department of Labor, Bureau of Labor Statistics.

(2) For a medical benefit plan coverage year beginning January 1, 2014 through December 31, 2014, the multiplier used to calculate the maximum public employer payment under subsection (1) is \$12,250.00 for employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage. The state treasurer shall adjust the multiplier each year as provided in subsection (1).

(3) For purposes of calculating a public employer's maximum total annual medical benefit plan costs under subsection (1), "employee or elected public official" does not include an employee or elected public official who declines the medical benefit plan offered or contributed to by the public employer.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 270, Imd. Eff. Dec. 30, 2013;—Am. 2018, Act 477, Imd. Eff. Dec. 27, 2018.

Compiler's note: Enacting section 1 of Act 270 of 2013 provides:

"Enacting section 1. Section 3(1) and (3) of the publicly funded health insurance contribution act, 2011 PA 152, MCL 15.563, as amended or added by this amendatory act, clarifies the original intent of the legislature that a public employee or elected official who declines the public employer's medical benefit plan coverage is not an employee or elected public official for purposes of calculating the public employer's maximum total annual medical benefit plan costs. These amendments are curative and apply retroactively."

15.564 Public employer contribution to medical benefit plan; limitation on percentage of annual costs; allocation of employees' share of total costs.

Sec. 4. (1) By a majority vote of its governing body each year, prior to the beginning of the medical benefit plan coverage year, a public employer, excluding this state, may elect to comply with this section for a medical benefit plan coverage year instead of the requirements in section 3. The designated state official may elect to comply with this section instead of section 3 as to medical benefit plans for state employees and state officers.

(2) For medical benefit plan coverage years beginning on or after January 1, 2012, a public employer shall pay not more than 80% of the total annual costs of all of the medical benefit plans it offers or contributes to for its employees and elected public officials. For purposes of this subsection, total annual costs includes the premium or illustrative rate of the medical benefit plan and all employer payments for reimbursement of co-pays, deductibles, and payments into health savings accounts, flexible spending accounts, or similar accounts used for health care but does not include beneficiary-paid copayments, coinsurance, deductibles,

other out-of-pocket expenses, other service-related fees that are assessed to the coverage beneficiary, or beneficiary payments into health savings accounts, flexible spending accounts, or similar accounts used for health care. For purposes of this section, each elected public official who participates in a medical benefit plan offered by a public employer shall be required to pay 20% or more of the total annual costs of that plan. The public employer may allocate the employees' share of total annual costs of the medical benefit plans among the employees of the public employer as it sees fit.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 271, Imd. Eff. Dec. 30, 2013.

15.565 Collective bargaining agreement or other contract in effect; inconsistent terms.

Sec. 5. (1) If a collective bargaining agreement or other contract that is inconsistent with sections 3 and 4 is in effect for 1 or more employees of a public employer on September 27, 2011, the requirements of section 3 or 4 do not apply to an employee covered by that contract until the contract expires. A public employer's expenditures for medical benefit plans under a collective bargaining agreement or other contract described in this subsection shall be excluded from calculation of the public employer's maximum payment under section 4. The requirements of sections 3 and 4 apply to any extension or renewal of the contract.

(2) A collective bargaining agreement or other contract that is executed on or after September 27, 2011 shall not include terms that are inconsistent with the requirements of sections 3 and 4.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 272, Imd. Eff. Dec. 30, 2013.

Compiler's note: Enacting section 1 of Act 272 of 2013 provides:

"Enacting section 1. This amendatory act clarifies the original intent of the legislature that September 27, 2011 is the date on and after which a new contract must comply with this act. This amendatory act is curative and applies retroactively."

15.566 Deduction by public employer.

Sec. 6. A public employer may deduct the covered employee's or elected public official's portion of the cost of a medical benefit plan from compensation due to the covered employee or elected public official. The employer may condition eligibility for the medical benefit plan on the employee's or elected public official's authorizing the public employer to make the deduction.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

15.567 Applicability of requirements to medical benefit plans of public employees and elected public officials; scope; effect of certain sections found to be invalid.

Sec. 7. (1) The requirements of this act apply to medical benefit plans of all public employees and elected public officials to the greatest extent consistent with constitutionally allocated powers, whether or not a public employee is a member of a collective bargaining unit.

(2) If a court finds the requirements of section 3 to be invalid, the expenditure limit in section 4 shall apply to a public employer that does not exempt itself under section 8, except that the requirement for a majority vote of the governing body of the public employer in section 4 shall not apply. If a court finds section 4 to be invalid, the expenditure limit in section 3 shall apply to each public employer that does not exempt itself under section 8.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

15.568 Exemption from act; extension; exceptions.

Sec. 8. (1) By a 2/3 vote of its governing body each year, prior to the beginning of the medical benefit plan coverage year, a local unit of government may exempt itself from the requirements of this act for the next succeeding medical benefit plan coverage year.

(2) A 2/3 vote of the governing body of the local unit of government prior to the beginning of each succeeding medical benefit plan coverage year is required to extend an exemption under this section.

(3) An exemption under this section is not effective for a city with a mayor who is both the chief executive and chief administrator, unless the mayor also approves the exemption.

(4) An exemption under this section is not effective for a county with a county executive who is both the chief executive and chief administrator, unless the county executive also approves the exemption.

(5) An exemption under this section is not effective for a city with a population greater than 600,000.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 273, Imd. Eff. Dec. 30, 2013;—Am. 2014, Act 184, Imd. Eff. June 20, 2014.

15.569 Noncompliance by public employer; penalty.

Sec. 9. If a public employer fails to comply with this act, the public employer shall permit the state treasurer to reduce by 10% each economic vitality incentive program payment received under 2011 PA 63 and the department of education shall assess the public employer a penalty equal to 10% of each payment of

any funds for which the public employer qualifies under the state school aid act of 1979, 1979 PA 94, MCL 388.1601 to 388.1772, during the period that the public employer fails to comply with this act. Any reduction setoff or penalty amounts recovered shall be returned to the fund from which the reduction is assessed or upon which the penalty is determined. The department of education may also refer the penalty collection to the department of treasury for collection consistent with section 13 of 1941 PA 122, MCL 205.13.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

A RESOLUTION IN SUPPORT OF PRESERVATION OF THE PICKERING FARM

Whereas the Pickering farm, located on the east side of Franklin Road north of Fourteen Mile, is a significant regional historic property, and

Whereas the property is under contract for sale and could be developed into a new residential subdivision, and

Whereas preservation of the historically important farmstead buildings would have a significant positive impact on the Village of Franklin as well as Bloomfield Township, and

Whereas the Pickering Farm Preservation Association wants to purchase the farmstead so it can be repurposed for contemporary uses.

Now therefore the Franklin Village Council commends the efforts of the Pickering Farm Preservation Association and supports development and implementation of a plan to preserve and constructively use the historically significant structures that comprise the Pickering Farm.

Approved by the Franklin Village Board of Trustees this 13th day of December, 2021.