



Department of Management Services  
Purchasing Division  
241 West South Street  
Kalamazoo, MI 49007-4796  
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Fax: 269.337.8500  
[www.kalamazoocity.org](http://www.kalamazoocity.org)  
[purchasing@kalamazoocity.org](mailto:purchasing@kalamazoocity.org)

### **INVITATION FOR BIDS (IFB)**

The City of Kalamazoo, Michigan is soliciting sealed bids for:

**Project Name: Maple Street (Park-Burdick)  
2023 Improvements**

**Bid Reference #: 91300-008.0**

**IFB ISSUE DATE: February 3, 2023**

**BID DUE/OPENING DATE: February 28, 2023 at 3:30 p.m. Local Time**  
*Facsimile Bids Will Not Be Accepted.*

#### **MAILING ADDRESS & INSTRUCTIONS**

**Mail To:**

Purchasing Division  
241 W. South Street  
Kalamazoo, MI 49007

**Questions for this IFB should be directed to:**

Department Contact: Tom Palumbo, PE,  
Senior Civil Engineer, Public Works at  
[palumbot@kalamazoocity.org](mailto:palumbot@kalamazoocity.org) or  
(269) 337-8697

***Include on the Envelope the Project Name and Bid Reference Number. All Envelopes Must Be Sealed.***

You are invited to submit a bid for this project. Specifications, terms, conditions and instructions for submitting bids are contained herein. This Invitation for Bids with all pages, documents and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed bid shall constitute the contract between the City and the successful bidder when approved and accepted on behalf of the City by an authorized official or agent of the City. Please review the bid document as soon as possible and note the **DEADLINE FOR QUESTIONS** in the Instructions to Bidders.

All bidders shall complete and return the Bid and Award page(s) and submit all information requested herein in order for a bid to be responsive. The bid document shall be returned in its entirety, in a properly identified and sealed envelope to the Purchasing Division at the above address. **BIDS MUST BE RECEIVED BEFORE THE DUE DATE - LATE BIDS WILL NOT BE CONSIDERED.** The City reserves the right to postpone the bid opening for its own convenience.

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## STATEMENT OF NO BID

**NOTE: If you DO NOT intend to bid on this commodity or service, please complete and return this form immediately.** Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the City of Kalamazoo wishes to keep its bidders list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

**If you do not respond to this inquiry within the time set for the bid opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this bid list.**

\_\_\_\_\_ Specifications too "tight", i.e. geared toward one brand/ manufacturer only (explain below).  
\_\_\_\_\_ Specifications are unclear (explain below).  
\_\_\_\_\_ We are unable to meet specifications.  
\_\_\_\_\_ Insufficient time to respond to the Invitation for Bid.  
\_\_\_\_\_ Our schedule would not permit us to perform.  
\_\_\_\_\_ We are unable to meet bond requirements.  
\_\_\_\_\_ We are unable to meet insurance requirements.  
\_\_\_\_\_ We do not offer this product or service.  
\_\_\_\_\_ Remove us from your bidders list for this commodity or service.  
\_\_\_\_\_ Other (specify below).

REMARKS: \_\_\_\_\_

\_\_\_\_\_

SIGNED: \_\_\_\_\_ NAME: \_\_\_\_\_  
(Type or Print)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_  
(if any)

ADDRESS: \_\_\_\_\_  
(Street address) (City) (State) (Zip)

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## SECTION I INSTRUCTIONS FOR BIDDERS

### 1. EXAMINATION OF BID DOCUMENT

Before submitting a bid, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the bid the sum to cover the cost of all items included on the bid form.

### 2. PREPARATION OF BID

The bid shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the bidder with ink. The bid shall be legally signed and the complete address of the bidder given thereon.

All bids shall be tightly sealed in an envelope plainly marked SEALED BID and identified by project name, bid opening date and time. Bids opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Bids submitted by Fax machine will not be accepted.

### 3. EXPLANATION TO BIDDERS

Any binding explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bid (IFB) and attachments must be requested in writing, **at least 5 business days before the bid opening** so a reply may reach all prospective bidders before the submission of bids. Any information given to a prospective bidder concerning the IFB will be furnished to all prospective bidders as an amendment or addendum to the IFB if such information would be prejudicial to uninformed bidders. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, or by letter or fax received before the time set for opening of bids. Oral explanation or instructions given prior to the opening will not be binding.

### 4. CASH DISCOUNTS

Discount offered for payment of less than thirty (30) days will not be considered in evaluating bids for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the bid.

### 5. WITHDRAWAL OF BIDS

Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bid. No bid may be withdrawn for at least ninety (90) days after bid opening.

### 6. ALTERNATE BIDS

bidders are cautioned that any alternate bid, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this IFB may be considered non-responsive, and at the option of the City, result in rejection of the alternate bid.

**7. LATE BIDS**

Any bid received at the office designated herein after the exact time specified for receipt will not be considered. (Note: The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made).

**8. UNIT PRICES**

If there is a discrepancy between unit prices and their extension, unit prices shall prevail.

## SECTION II BID AND AWARD

The undersigned having become thoroughly familiar with all of the bid/contract documents incorporated herein, the project site and the location conditions affecting the work, hereby proposes to perform everything required to be performed in strict conformity with the requirements of these documents, and to provide and furnish all the equipment, labor and materials necessary to complete, in a professional manner, the furnishing and installing of all of the following, meeting or exceeding the specifications as set forth herein for the prices as stated below.

### MAPLE STREET (PARK-BURDICK) 2023 IMPROVEMENTS

#	Description	Qty	Unit	Unit Price	Extended Price
1	Mobilization, Max	1	LSUM		
2	Curb and Gutter, Rem	85	Ft		
3	Sidewalk, Rem	10	Syd		
4	_Speed Hump, Temp, Rem	1	Ea		
5	Embankment, CIP	10	Cyd		
6	Excavation, Earth	10	Cyd		
7	_Driveway Grading	25	Syd		
8	Erosion Control, Inlet Protection, Fabric Drop	18	Ea		
9	Subbase, CIP	20	Cyd		
10	Aggregate Surface Cse, 6 inch	15	Syd		
11	Geotextile, Separator	60	Syd		
12	Dr Structure Cover, Adj, Case 1	6	Ea		
13	Dr Structure, Temp Lowering	6	Ea		
14	_Dr Structure Cover, Type B, Modified	3	Ea		
15	_Dr Structure Cover, Type K, Modified	1	Ea		
16	_Dr Structure, Reconstruct	5	Ea		
17	_Dr Structure Cover, Adj, Case 1, Modified	1	Ea		
18	Cold Milling HMA Surface	5,545	Syd		
19	HMA Surface, Rem	15	Syd		
20	Hand Patching	21	Ton		

(continued)

#	Description	Qty	Unit	Unit Price	Extended Price
21	HMA, 36A	585	Ton		
22	HMA Approach	45	Ton		
23	Conc Base Cse, Nonreinf, 6 inch	12	Syd		
24	Cement	5	Ton		
25	_Reinforcement, Steel Mesh	140	Lb		
28	Curb and Gutter, Conc, Det C4	25	Ft		
29	Detectable Warning Surface	36	Ft		
30	Curb Ramp Opening, Conc	60	Ft		
31	Sidewalk, Conc, 4 inch	2,015	Sft		
32	Sidewalk, Conc, 6 inch	330	Sft		
33	Curb Ramp, Conc, 6 inch	1,330	Sft		
34	Post, Steel, 3 pound	249	Ft		
35	Sign, Type III, Rem	3	Ea		
36	Sign, Type IIIA	7	Sft		
37	Sign, Type IIIB	103	Sft		
38	_Post, Flexible, Delineator, Modified	12	Ea		
39	Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk	355	Ft		
40	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	110	Ft		
41	Pavt Mrkg, Ovly Cold Plastic, Bike	13	Ea		
42	Pavt Mrkg, Waterborne, 4 inch, Yellow	3,115	Ft		
43	Pavt Mrkg, Waterborne, 6 inch, White	2,850	Ft		
44	Pavt Mrkg, Ovly Cold Plastic, Bike Thru Arrow Sym	13	Ea		
45	_Pavt Mrkg, Ovly Cold Plastic, Triangle, Modified	8	Ea		
46	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	6	Ea		
47	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	6	Ea		
48	Lighted Arrow, Type C, Furn	2	Ea		
49	Lighted Arrow, Type C, Oper	2	Ea		

(continued)

#	Description	Qty	Unit	Unit Price	Extended Price
50	Minor Traf Devices	1	LSUM		
51	Plastic Drum, Fluorescent, Furn	75	Ea		
52	Plastic Drum, Fluorescent, Oper	75	Ea		
53	Sign, Type B, Temp, Prismatic, Furn	469	Sft		
54	Sign, Type B, Temp, Prismatic, Oper	469	Sft		
55	Sign, Type B, Temp, Prismatic, Spec, Furn	80	Sft		
56	Sign, Type B, Temp, Prismatic, Spec, Oper	80	Sft		
57	Traf Regulator Control	1	LSUM		
58	_Syringa reticulata 'Ivory Silk', 2 inch	1	Ea		
59	_Zelkova serrata 'JFS-KW1' TM, 2 inch	1	Ea		
60	_Ginkgo biloba 'Princeton Sentry', 2 inch	2	Ea		
61	_Ulmus 'Frontier', 2 inch	1	Ea		
62	_Slope Restoration, Type E, Modified	485	Syd		
63	Monument Box	2	Ea		
64	Monument Preservation	2	Ea		
65	Gate Box, Adj, Temp, Case 1	10	Ea		
66	Gate Box, Reconst, Case 1	1	Ea		
67	Sanitary Structure Cover, Adj, Case 1	7	Ea		
68	_HMA Speed Hump	2	Ea		
<b>TOTAL BID AMOUNT</b>			<b>\$</b>		

Bidder shall provide all of the information as requested herein with their bid. Failure to do so and/or failure to provide post-bid requested information may be cause for rejecting the bid as non-responsive.

After receipt of Notice to Proceed by Contractor, work shall start **May 1, 2023**, unless otherwise agreed to by the Project Manager, and shall be completed by **July 15, 2023**.

Bidder/Contractor has examined and carefully studied the bidding documents and attachments, and acknowledges receipt of the following addenda:

Addendum No: \_\_\_\_\_

Dated: \_\_\_\_\_

By my signature below, I certify that the firm bidding on this contract, when making hiring decisions, does not use a past criminal conviction as a bar to or preclude a person with a criminal conviction from being considered for employment with the bidding firm unless otherwise precluded by federal or state law. I further certify that I have read and agree to be bound by the provisions of the City's Non-Discrimination Clause found in Appendix A as updated by City Ordinance 1856.

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_

## CITY OF KALAMAZOO EX-OFFENDER POLICY CHECKLIST

As part of the City's commitment to reducing unacceptable poverty, encouraging rehabilitation, reducing recidivism and strengthening families in Kalamazoo, the City has updated its Purchasing Policy to ensure that firms with whom the City does business share in this commitment by utilizing hiring practices that do not unfairly deny people with arrest and conviction records gainful employment. *(Important: This requirement also extends to any subcontractors the bidder intends to use to fulfill the contract for goods or services being sought from the City.)*

### **Part I: Proof that the bidder does not inquire about an individual's past arrest or criminal history on the bidder's employment application form**

- ☐ Attach a copy of the current application for employment being used by the bidder

### **Part II: Certification that the bidder does not use an individual's past arrest or criminal history to unlawfully discriminate against them by checking one or more of the following:**

- ☐ That pursuant to federal or state law bidder is precluded from hiring persons with certain criminal records from holding particular positions or engaging in certain occupations by providing a cite to the applicable statute or regulation; if checking this box, provide a citation to the applicable statute or rule upon which the bidder is relying: \_\_\_\_\_
- ☐ That bidder conducts criminal history background checks only as necessary, and only after making a conditional offer of employment; that any withdrawal of an offer of employment to an individual because of a past criminal history is job-related and consistent with business necessity after the individual has been provided an individualized assessment opportunity to review and challenge or supplement the history of past criminal conduct being relied upon by the bidder.
- ☐ That the use by bidder of criminal history background checks complies with the U.S. Equal Employment Opportunity Commission's Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions and that the bidder has not had a determination rendered against it in past 7 years that it discriminated against a person through the use of an individual's arrest or criminal history

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position



## **CITY OF KALAMAZOO LOCAL PREFERENCE POLICY AND CERTIFICATION**

The lowest responsive Kalamazoo County bidder whose bid is not low but falls within 2% of the lowest responsive bid is afforded the opportunity to become the successful bidder if it agrees to reduce its bid to match the lowest responsive bid. The City of Kalamazoo is the sole determiner whether a bidder is responsible, qualifies as a Kalamazoo County bidder, and if its bid is responsive to the City's specifications, terms and conditions.

If the lowest Kalamazoo County bidder chooses not to match the lowest bid, the next lowest responsive Kalamazoo County bidder whose bid falls within 2% of the lowest bid, is given the opportunity to match the lowest responsive bid.

To qualify as a Kalamazoo County bidder, the bidder must meet both the following criteria:

1. Have a physical presence in Kalamazoo County by maintaining a permanent office, factory or other facility in Kalamazoo County with employees working in Kalamazoo County.
2. Have paid real or personal property taxes related to said business to the City of Kalamazoo, County of Kalamazoo or other municipal corporation within Kalamazoo County in the previous tax year, except that a non-profit entity need not meet this requirement.

This local preference policy applies only to purchases for materials, supplies, capital outlay, and services for maintenance, repair or operation of City facilities that are over \$25,000. If more than 50% of the contract is sub-contracted to firms located outside of Kalamazoo County that bid does not qualify for the local preference policy outlined above. The local preference policy will not apply if prohibited by law. The Purchasing Agent has the authority to finally determine if the bidder qualifies as a Kalamazoo County bidder as set forth herein. The Purchasing Agent may take into account the permanency of the business in Kalamazoo, and whether the business appears to be claiming to be a Kalamazoo County business solely or primarily to qualify as a Kalamazoo County business under this Resolution, and any other material factors.

### **CERTIFICATION**

If you qualify as a Kalamazoo County bidder and wish to be considered for the local preference provisions as provided above please certify that fact by providing the information requested below and attesting to its accuracy.

Firm Name: \_\_\_\_\_

Street Address of Business: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Number of employees working in Kalamazoo County: \_\_\_\_\_

Name the city or township to which business real and/or personal property taxes are paid or provide non-profit status: \_\_\_\_\_  
\_\_\_\_\_

The above information is accurate:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Revised April 2008

## SUB-CONTRACTING INFORMATION

Using the table below provide information regarding the sub-contractors that will be working to fulfill the requirements of this contract. Submit as complete a list as possible at the time of your bid. You will have two business days after the bid opening to update the list as needed. The information provided will be used for evaluating your bid and to assist in determining if you qualify as a Kalamazoo County Bidder.

### INSTRUCTIONS:

**Nature of Contract** - State a brief description of the work or product that will be provided.

**BIDDER** – Provide the percentage of services or construction activity that will be provided by your firm.

### Subcontractors:

- Provide the Name and Address for each subcontractor providing services or construction activities for this contract.
- Indicate with **YES** or **NO** under the “Local?” box if they qualify as a “Kalamazoo County bidder” (see local preference certification page)
- Provide the percentage for the dollar amount of the contract work they will be performing.

If there are not enough lines in the table below make additional copies as needed.

<b>Nature of Contract:</b>		
<b>Subcontractor Name/Address</b>	<b>Local?</b>	<b>% Of Total Contract</b>
<b>BIDDER</b>		

Does this List of Subcontractors need to be updated after the bid opening? Yes \_\_\_ No \_\_\_

## REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm name: \_\_\_\_\_
2. Established: Year \_\_\_\_\_ Number of Employees: \_\_\_\_\_
3. Type of organization:
  - a. Individual: \_\_\_\_\_
  - b. Partnership: \_\_\_\_\_
  - c. Corporation: \_\_\_\_\_
  - d. Other: \_\_\_\_\_
4. Former firm name(s) if any, and year(s) in business:  
\_\_\_\_\_  
\_\_\_\_\_
5. Include at least 3 references of contracts for similar work performed over the last five (5) years. Include: owner, contact person and phone number and description of work performed.
  - a. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Type of work or contract: \_\_\_\_\_
  - b. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Type of work or contract: \_\_\_\_\_
  - c. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Type of work or contract: \_\_\_\_\_

I hereby certify that all of the information provided is true and answered to the best of my ability.

Signed: \_\_\_\_\_ Name: \_\_\_\_\_  
(type or print)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid which will become a binding contract if accepted by the City of Kalamazoo. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Kalamazoo that would tend to destroy or hinder free competition.

The firm's identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): \_\_\_\_\_

Remittance Address: \_\_\_\_\_

Financial Contact Name: \_\_\_\_\_ Financial Contact Phone Number: \_\_\_\_\_

Financial Contact Email Address: \_\_\_\_\_

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this bid document.

SIGNED: \_\_\_\_\_ NAME: \_\_\_\_\_  
(Type or Print)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_  
(if any)

ADDRESS: \_\_\_\_\_  
(Street address) (City) (State) (Zip)

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

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**FOR CITY USE ONLY - DO NOT WRITE BELOW**

*NOTE: This blanket addendum is for informational purposes only and does not need to be acknowledged by bidders in their submission.*

**COVID-19 ADDENDUM #2**

January 1, 2022

**TO: ALL Prospective Bidders**  
**PROJECT: ALL Upcoming Projects**

The purpose of this addendum is to clarify and/or modify the sealed bid delivery and bid opening process for all upcoming projects. All work affected is subject to all applicable terms and conditions of the Bidding and Contract Documents.

**1. UPDATE TO SEALED BID DELIVERY AND BID OPENING POLICY:**

**Effective immediately and continuing until further notice, the City of Kalamazoo will return to IN-PERSON bid openings following City Hall guidelines, including Mask Mandate.**

**BIDS MUST BE RECEIVED BEFORE THE DUE DATE AND TIME – LATE BIDS WILL NOT BE CONSIDERED.**

**Bidders can submit sealed bids in one of the following ways:**

- **Mail your bid**, to be received before the bid due date and time indicated in the bid document, to the City of Kalamazoo at the following address:  
City of Kalamazoo  
Purchasing Division  
241 West South Street  
Kalamazoo, MI 49007
- **Deliver your bid to the Treasurer's Office Payment Drop Box** located in the northwest corner of City Hall before the bid due date and time indicated in the bid document.
- **Deliver your bid to City Hall In Person before** the bid due date and time indicated in the bid document.

All bids shall be tightly sealed in an envelope plainly marked SEALED BID and identified by project name, bid opening date and time. Bids opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Bids submitted by fax machine or email will not be accepted.

The Purchasing Division will post bid tabulations to the City of Kalamazoo website within 24 hours after the bid opening date and time at:  
<https://www.kalamazoocity.org/bidopportunities>.

Questions regarding this sealed bid delivery and bid opening policy change related to the COVID-19 virus should be directed to the City of Kalamazoo at (269) 337-8020.

Sincerely,



Michelle Emig  
Purchasing Division Manager

### SECTION III

## CITY OF KALAMAZOO

### INDEMNITY AND INSURANCE

Contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Kalamazoo within ten (10) days of the Notice of Award. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included and (E) XCU coverage if the nature of the contract requires XC or U work.

Automobile Liability in accordance with all applicable statutes of the State of Michigan, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The City of Kalamazoo, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Kalamazoo as additional insured, coverage afforded is considered to be primary and any other insurance the City of Kalamazoo may have in effect shall be considered secondary and/or excess.

To the fullest extent permitted by law the Contractor agrees to pay on behalf of, indemnify, and hold harmless the City of Kalamazoo, its elected and appointed officials, and employees against any claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Kalamazoo, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, caused in whole or part by any negligent act or omission by the Contractor, its employees, agents, or officers which arises out of, or is in any way connected or associated with, this contract.

**INDEMNITY AND INSURANCE**  
*Continued*

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, or ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Kalamazoo, Purchasing Division, 241 W. South Street, Kalamazoo, MI 49007.

Proof of Insurance Coverage: The Contractor shall provide the City of Kalamazoo at the time that the contracts are returned by him/her for execution, or within 10 days of Notice of Award, whichever is earlier, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Kalamazoo at least ten (10) days prior to the expiration date.

Scope of Coverage: The above requirements and conditions shall not be interpreted to limit the liability of the Contractor under this Contract, but shall be interpreted to provide the greatest benefit to the City and its officers and employees. The above listed coverages shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed. It shall be the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.



## SECTION IV SPECIAL REQUIREMENTS

### 1. BID BOND/GUARANTEE

The bid must be accompanied by a bid bond which shall not be less than five (5%) percent of the total amount of the bid. No bid will be considered unless it is accompanied by the required guarantee. The bid guarantee shall ensure the execution of the bid and award, and the furnishing of a performance bond and a labor and material bond (A and B below) by the successful bidder. (Contractors Note: A cashier's or certified check in lieu of a bid bond is **NOT** acceptable.)

#### A. PERFORMANCE BOND

A performance bond shall be furnished in the full amount of the contract ensuring the City of faithful performance of all the provisions of the contract, and the satisfactory performance of any equipment required hereunder. The bond shall also ensure the City against defective workmanship and/or materials.

#### B. LABOR AND MATERIAL (PAYMENT) BOND

A labor and material (payment) bond shall be furnished for the period covered by the contract, in the full amount of the contract for the protection of labor and material suppliers and sub-contractors.

Bonds shall be secured by a guaranty or a surety company listed in the latest issue of the U.S. Treasury, circular 570, and licensed to do business in the State of Michigan, and written in favor of the City of Kalamazoo. The amount of such bonds shall be within the maximum amount specified for such company in said circular 570. The bonds shall be accompanied by a power of attorney showing authority of the bonding agent to sign such bonds on behalf of the guaranty or surety company. The cost of the bonds shall be borne by the Contractor.

Failure of the Contractor to supply the required bonds within ten (10) days after Notice of Award, or within such extended period as the Purchasing Agent may agree to, shall constitute a default and the City of Kalamazoo may either award this contract to the next lowest bidder or re-advertise for bids and may charge against the Contractor for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the City of Kalamazoo for a refund.

### 2. WAIVERS OF LIEN

Upon completion of all work and request for final payment, the Contractor shall furnish a 100% waiver of lien from each supplier and sub-contractor covering all items of the work. Failure to supply waivers of lien for the entire job upon completion and final payment request will be considered grounds for withholding final payment.

### **3. SUBCONTRACTORS**

- A. Contractors shall state on the Bid and Award page any and all subcontractors to be associated with their bid, including the type work to be performed. Any and all subcontractors shall be bound by all of the terms, conditions and requirements of the contract; however, the prime contractor shall be responsible for the performance of the total work requirements.
- B. The Contractor shall cooperate with the City of Kalamazoo in meeting its commitments and goals with regard to maximum utilization of minority and women business enterprise, and shall use its best efforts to ensure that minority and women business enterprises have maximum practicable opportunity to compete for subcontract work under this agreement.

### **4. PREVAILING WAGES**

The successful bidder will be required to comply with Section 2-125 of the Code of Ordinances of the City of Kalamazoo regarding prevailing wages and Appendix B attached, incorporated herein by reference. Special note: This provision applies only to projects in excess of \$100,000 for City (\$2,000 federal) funded projects.

The City's requirements as it relates to prevailing wages includes a meeting with the City's Purchasing Division **prior** to work and payroll and work monitoring during the duration of the contract. Please contact Purchasing at (269) 337-8020 if you have any questions regarding Davis-Bacon provisions.

## SECTION V SPECIAL CONDITIONS

### 1. INTENT

It is the intent of these plans and specifications to provide for a general contractor who shall provide all labor, materials, tools and equipment necessary to perform in a professional manner for the **Maple Street (Park-Burdick) 2023 Improvements** projects described in the specifications and bid document.

### 2. SCOPE OF WORK

The scope of work for this project shall consist of improvements on Maple Street from Park to Burdick, a distance of approximately 0.30 centerline miles. Improvements include milling and resurfacing 2 inches (220 lb/syd) of hot mix asphalt (HMA); replacement of curb & gutter at various locations; construction of sidewalk, ramps, speed humps, and driveway approaches; tree plantings; and other minor items as depicted in project plans.

All necessary traffic control, labor, materials, tools, equipment, and other items incidental to the work being performed shall be included in the Contractor's unit price for this contract. Such items will not be bid or paid for separately but shall be included in the overall unit price.

The bidder shall furnish all labor, supervision, supplies, tools, equipment, and other means necessary or proper for performing and completing the work. The bidder shall be responsible for the cleaning up of the job site and shall repair or restore all structures and property that may be damaged or disturbed during performance of the work to the satisfaction of the Public Services Department for the City of Kalamazoo. Drainage structure covers shall be salvaged and reused if in usable condition; otherwise, they shall be replaced. Where needed, all traffic control used for such operations as defined by the MMUTCD will be the responsibility of the bidder.

**The bidder shall have all work completed by July 15, 2023.**

### 3. UNIT PRICING

The unit price, including its pro rata share of overhead, multiplied by the quantity shown shall represent the total bid and shall be held firm for the life of this contract. Any bid not conforming to this requirement may be rejected as non-responsive.

### 4. TEMPORARY UTILITIES

- A. Temporary or construction water will NOT be available on the sites. The Contractor must provide for drinking water.
- B. Temporary toilets: To be supplied by the Contractor as may be necessary.

### 5. PROGRESS SCHEDULE

- 5.1 After receipt of notification by Contractor of Notice to Proceed work shall start no earlier than **May 1, 2023**.
- 5.2 Project shall have a final completion date of **July 15, 2023**.
- 5.3 Work of a similar nature may be added to this contract if agreed to by the City and the Contractor. In the event that work is added, the progress schedule for the existing

- work will remain unchanged. Any contract time added for additional work will be applied to that additional work only and cannot be added to items in the original contract. Any work done on the items in the original contract past the number of working days stated herein will be subject to liquidated damages regardless of any work that may be added at a later date.
- 5.4 The Contractor will be required to meet with the Public Services representatives to work out a detailed progress schedule. The schedule for this meeting will be within two weeks after contract award has been made.
- 5.5 The named sub contractor(s) for all items shall also be present at the scheduled meeting and be required to sign the Progress Schedule to indicate their approval of the scheduled dates of work set forth in the Progress Schedule. If unable to attend the scheduled meeting, the sub-contractor shall, at a minimum, sign the Progress Schedule to indicate their approval of the dates of work. MDOT Form 1130 shall be used for schedule submission and signature of all parties.
- 5.6 The Progress Schedule shall include, as a minimum, the starting and completion dates for major items, and where specified in the bid document the date the project is to be opened to traffic as well as the final project completion date specified in the bid document. The Progress Schedule shall be coordinated with all aspects of the work occurring at the site.
- 5.7 Failure on the part of the Contractor to carry out the provisions of the Progress Schedule as established may be considered sufficient cause to prevent bidding future projects until a satisfactory rate of progress is again established.
- 5.8 The starting date and the contract time to the completion date for this project may be adjusted by Public Services without imposing liquidated damages upon the receipt of satisfactory documented evidence that unforeseen delayed delivery of critical materials will prevent the orderly prosecution of the work.
- 5.9 Any request extension of the completion date and satisfactory documented evidence of unforeseen delays shall be submitted via MDOT Form 1100A – Extension of Contract Time.
- 5.10 MDOT Standard Specifications for Construction Section 501.03.I.1, Weather Limitations, shall apply.

## **6. LIQUIDATED DAMAGES**

Liquidated Damages will be assessed per Section 108.10C of the MDOT Standard Specifications for Construction.

## **7. MAINTAINING TRAFFIC**

- 7.1 This work shall be in accordance with the requirements of Section 812 of the MDOT Standard Specifications for Construction, the Maintaining Traffic special provision, and as specified herein. The Contractor is advised that the current Michigan Manual of Uniform Traffic Control Devices (MMUTCD) is hereby established as governing all work in connection with traffic control devices, barricade lighting, etc. required on this project.
- 7.2 The Contractor shall furnish, erect, maintain and, upon completion of the work, remove all traffic control devices and barricade lights within the project and around the perimeter of the project for the safety and protection of through and local traffic. This includes, but is not limited to: Advance, regulatory and warning signs; barricades and channeling devices at intersecting streets on which traffic is to be

- maintained; barricades at the ends of the project and at right of way lines for intersecting streets which are to be closed with the first usable street on each side of the project. Traffic regulators, where required by the Engineer, are included.
- 7.3 Where the existing pavement or partial widths of new pavement are to be utilized for the maintenance of through and local traffic, channelizing devices will be required at 50' intervals or as directed by the Engineer for channeling and directing traffic through the construction area.
- 7.4 Through traffic shall be maintained utilizing sidewalk closures with detours and traffic shifts per MDOT traffic and safety details.
- 7.5 Protection of all pedestrian traffic shall be maintained at all times in accordance with the MMUTCD. Type II barricades and sidewalk detour signs shall be used in accordance with the MMUTCD at all intersections and ramps. Sidewalk detours shall direct pedestrians safely around closed sidewalk locations and shall be placed at the nearest pedestrian crossing locations still open to traffic.
- 7.6 Payment for furnishing and operating all temporary traffic control devices and traffic regulators shall be paid as pay items included in this contract and shall include all the temporary traffic control measures on all road segments.
- 7.7 Under Article 812.04.D "Operated Pay Items" the term 'Relocating' shall include the relocating of the item from any street covered by the contract to any other street covered by the contract.
- 7.8 No work shall be allowed on the following dates:
- |          |                        |
|----------|------------------------|
| 4/7/23   | Good Friday            |
| 5/29/23  | Memorial Day Holiday   |
| 6/19/23  | Juneteenth             |
| 7/4/23   | Fourth of July Holiday |
| 9/4/23   | Labor Day Holiday      |
| 11/11/23 | Veteran's Day          |
| 11/23/23 | Thanksgiving           |
| 12/25/23 | Christmas              |
| 1/1/24   | New Year's Day         |
- 7.9 Milled surfaces will not be allowed on travel lanes for longer than 72 hours unless approved by the Project Manager. Any traffic surface within the construction area containing a drop off at the edge of a pavement greater than two (2) inches shall not be allowed to be opened to the public without proper wedging of the edges according to the COK standard detail. Any areas not conforming to the road levelness and profile shall be signed appropriately in accordance with the MMUTCD and best management practices.
- 7.10 Once work is initiated that includes lane restrictions or detours, that work shall be continuous until complete. If work is suspended for more than three (3) continuous working days all lane restrictions and detours shall be removed at the Contractor's expense.

Special Restrictions: Access to frontage properties shall be maintained as much as practical. Emergency access shall be maintained at all times. The Contractor shall maintain two way traffic with flag control as needed when the road is restricted to only one traffic lane.

## **8. COORDINATING**

The Contractor's attention is called to Article 104.08 of the MDOT Standard Specifications for Construction entitled "Cooperation by Contractor" and the special provisions contained within this contract.

## **9. WORK HOURS**

All work shall be done between the hours of 7 am to 7 pm (Monday – Saturday). Work done outside of these times will be at the discretion of the Project Manager.

No work shall be done on Sunday, unless otherwise approved by the Project Manager in writing.

The Contractor shall conduct their work in such a manner that no excavations are left open overnight. If this is not possible, the Contractor shall provide and install a temporary fence to protect the excavation, at the Contractor's expense.

## **SECTION VI GENERAL CONDITIONS**

### **1. PROJECT MANAGER’S STATUS**

The City Engineer (Engineer) or his/her duly authorized representative shall be the City’s Project Manager and shall have the duties and responsibilities as provided in the contract.

The Project Manager shall have the authority to reject any work or materials which do not conform to the contract and to decide questions or interpretations which may arise from the contract documents.

The Contractor shall immediately report to the Project Manager any questionable or obvious error or omission which may be apparent in the contract documents and shall not proceed with work until the Project Manager has resolved the error or omission.

### **2. CONSTRUCTION SCHEDULE AND COORDINATION**

- 2.1 The Contractor shall supply the City with an agreeable construction schedule before commencing work on this contract. This schedule shall detail beginning and completion dates for each major component of the project.
- 2.2 The Contractor shall coordinate and cooperate with all other contractors who may be working on the site, to allow for the orderly progress of work being done.
- 2.3 The Contractor is required to keep the Project Manager fully informed of any proposed work which will tend to interfere with the existing operations at the site.
- 2.4 The Contractor shall schedule all work to accommodate the City's schedule. In the event the Contractor's schedule falls on weekends, nights or overtime work is required, no additional compensation will be allowed. All work shall be part of this contract without regard to when it is done.
- 2.5 The Contractor shall coordinate with other construction projects and contractors adjacent to the location of this project.
- 2.6 The Contractor shall notify, by door hanger/written flier (pre-approved by the Project Manager), affected residents and business of work and areas to be disturbed by construction at least 72 hours in advance. Work shall not commence until the affected residents/business have been notified and given advanced notice. The Contractor shall work to minimize impacts to those affected by the construction while still maintaining project schedule and objectives. For impacts to driveways or property access points that affect residents or businesses, resident/business shall be notified 24 hours in advance of the work taking place and coordinated with for parking and property access.

### **3. PROTECTION OF WORK**

The Contractor shall maintain adequate protection of all his/her work from damage and shall protect all public and private abutting property from injury or loss arising in connection with this contract.



#### **4. PROTECTION OF PROPERTY**

- 4.1 The Contractor shall confine his/her equipment and operations to those areas of the work site necessary for the completion of the work, or as authorized by the Project Manager. The Contractor shall protect and preserve from damage any facilities, utilities or features including trees, shrubs and turf which are not required to be disturbed by the requirements of the work.
- 4.2 The Contractor shall be responsible to determine the location of and to protect from damage any utilities or other improvements.

#### **5. REMOVAL OF RUBBISH**

The Contractor shall daily remove all rubbish and accumulated materials due to his/her construction.

#### **6. BRICK SIDEWALK OR PAVEMENT REMOVAL**

When brick is removed from City of Kalamazoo sidewalk or pavement it shall be salvaged, unless otherwise stated in the contract. Brick to be salvaged shall be placed within the right-of-way (ROW) for pickup by the City. Brick shall not be placed or stored on any pavement, sidewalk, bike, or pedestrian areas but in ROW green space only; salvaged brick shall not be placed on private property without written approval given by the owner.

#### **7. REMOVAL OF PERMANENT TRAFFIC SIGNS AND POSTS**

The Contractor shall notify the Project Manager five (5) working days in advance of the time permanent signs must be removed to accommodate the construction. The Contractor shall remove and salvage any permanent signs that must be removed for construction.

#### **8. PERMANENT TRAFFIC SIGN STAKING**

The City shall stake the field locations for the new permanent traffic signs that the Contractor shall install under this contract. The Contractor shall call MISS DIG to arrange for staking prior to sign installation.

#### **9. LAWN SPRINKLER SYSTEMS**

- 9.1 Owners of known lawn sprinkler systems shall be notified by the contractor a minimum of 72 hours in advance of any work to be done that will affect those systems. Modifications to the systems are the responsibility of the owners and are not a part of this contract.
- 9.2 Owners of lawn sprinkler systems that were unknown to the contractor at the beginning of work and uncovered during the work for this contract, shall be notified as soon as possible and no later than 24 hours after discovery of the system. The Contractor shall coordinate with the owner for placement outside the immediate work area until modifications can take place. Modifications to the systems are the responsibility of the owners and are not a part of this contract.

#### **10. SALVAGING DRAINAGE STRUCTURE COVERS**

The City of Kalamazoo reserves the right to salvage any drainage structure covers or portions thereof which are to be removed as a result of work done under this contract. Any covers which are to be salvaged will be identified by the City. The contractor will set those items identified aside for pick up by City personnel.



## **11. REMOVING AND REPLACING CURB AND GUTTER**

When the contract provides for streets to be milled and resurfaced, or when the existing base course is to remain in place, and replacement of curb and gutter is called for, milling or other surface removal operations will not take place until placement of the new curb and gutter, and adjacent concrete base course has been completed.

## **12. DRAINAGE INLET COVERS (K COVERS)**

In compliance with the Clean Water Act, all inlet covers must have on their backs reminders against dumping waste into the drains.

## **13. FLY ASH USE IN CONCRETE ITEMS**

The use of fly ash, as described in Section 901.07 of the MDOT Standard Specifications for Construction, shall not be allowed.

## **14. EXISTING WATER MAINS**

The Contractor will be responsible for any damage to the existing water mains during the work required under this contract. This includes but is not limited to the construction of the proposed storm sewers, catch basins, leaching basins, leaching trenches, subgrade under drains, subgrade undercutting, full depth repairs, or other miscellaneous work.

## **15. GRADE INTERSECTIONS**

All intersections are to be considered as complete units and their grades determined before construction is started.

## **16. UNDERGROUND UTILITIES**

For protection of underground utilities, the Contractor shall dial Miss Dig at 1-800-482-7171 a minimum of 72 hours prior to excavating in the vicinity of utility lines. All “Miss Dig” participating members will thus be routinely notified. This does not relieve the Contractor of notifying utility owners who may not be part of the “Miss Dig” alert system.

## **17. ADJUSTING MONUMENT BOXES**

It is the intent that all government corners on this project be preserved and that, where necessary, monument boxes be placed or adjusted whether shown or not.

## **18. PAVEMENT REMOVAL QUANTITIES**

Pavement removal as called for in this proposal shall be at the discretion of the Project Manager. If, in his/her judgment, areas of pavement may be left in place or additional area added to provide the proper cross-section and base, adjustments can be made in the quantities.

## **19. COLD MILLING**

In those locations where cold milling is called for and the existing curb is to remain in place, the cold milling item shall cover removal of all asphalt up to the face of the curb. Any materials which are left due to the inability of the cold milling machine to work immediately adjacent to the face of the curb will be removed to the depth indicated on the typical cross-section by other means approved by the Project Manager. Any extra work involved in removing said HMA material shall be considered incidental to the item of Cold Milling HMA Surface.

## **20. SITE SECURITY**

The Contractor shall be responsible for job site security of all materials and tools provided by him/her and no claim for loss or damage will be considered by the City.

## **21. SITE ACCESS**

The City will provide fair and reasonable access to the job site within the working schedules of both parties.

## **22. MATERIALS INSPECTION AND RESPONSIBILITY**

- 22.1 The Project Manager shall have the right to inspect any materials to be used in carrying out the terms of the contract.
- 22.2 The City does not assume any responsibility for the contracted quality and standard of all materials, equipment, components or completed work furnished under this contract.
- 22.3 Any materials, equipment, components or completed work which does not comply with contract specifications, MDOT, or state codes may be rejected by the City, and shall be replaced by the Contractor at no cost to the City.
- 22.4 Any materials, equipment or components rejected shall be removed within a reasonable period of time from the premises of the City at the entire expense of the Contractor after written notice has been mailed by the City to the Contractor that such materials, equipment or components have been rejected.

## **23. GUARANTEE**

The Contractor shall guarantee all of his/her work for a period of one (1) year following the date of final acceptance of the completed work and shall repair, replace or make good any materials or work which fail to function or perform or be found defective, without cost to the city.

## **24. SAFETY**

The Contractor shall comply with all applicable OSHA and MIOSHA regulations.

## **25. SPECIFICATIONS FOR CONSTRUCTION**

The items of work in this contract shall conform to the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, MDOT Supplemental Specifications, and/or the City of Kalamazoo Standard Specifications unless superseded by a Special Provision contained in this document.

## **26. QUANTITIES**

The quantities shown on the Bid and Award pages are approximate only and may be subject to increase or decrease. No guarantee of maximum or minimum is given.

## **27. PRICE**

The unit price, including its pro rata share of overhead, multiplied by the quantity shown shall represent the total bid and shall be held firm for the life of this contract. Any bid not conforming to this requirement may be rejected as non-responsive. Special attention of all bidders is called to this provision since if conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities, nor extra compensation allowed; provided the net monetary value of all such additive and subtractive changes in quantities of such items of work, i.e., difference in cost, shall not increase or decrease the original contract price by more than

twenty five (25) percent. Some items of work might be increased beyond the 25% limitations as spelled out previously, upon mutual agreement.

## **28. BASIS FOR PAYMENT**

Payment shall be based on the bid unit price for each work item and the approved constructed quantity for that work item. Due to potential differences in conditions between the plans and the field, final as built quantities may be different than contained in the bid document. The City does not guarantee quantities and will pay only for "as built" quantities approved by the Project Manager or his representative. Quantities in excess of those approved shall be at the Contractor's own expense, the City will not be responsible for excess quantities not approved. Should an item of work have to be redone, such as replacing new walk because the Contractor failed to adequately protect the wet concrete from rain or pedestrian or vehicular damage, such work shall be replaced at the Contractor's expense. Should changes in design result in the Project Manager directing the removal and reinstallation of already completed work prior to final completion and acceptance of the project, such removal and installation shall be paid for based on as-bid unit prices and the quantities removed and installed.

## **29. PAY ESTIMATES**

The Contractor shall be responsible for the generation of invoices for payment. Payment will be generated by the City based upon an approved invoice. Frequency of payment shall be monthly unless agreed to otherwise by the Project Manager, with the invoiced period ending on the last day of the month. However, if a different frequency is approved by the Project Manager, it shall not exceed bi-weekly invoicing.

## **30. PAYMENT TO CONTRACTOR**

The Project Manager will be responsible for approving all measured quantities of work. Once measured quantities are approved, the Contractor shall submit a pay invoice to the City of Kalamazoo Attn: Accounts Payable at 241 West South Street, Kalamazoo MI, 49007 or [apinvoice@kalamazoocity.org](mailto:apinvoice@kalamazoocity.org). The contractor is required to meet with the Project Manager to verify final constructed quantities within 60 days of project completion. In the event of a disagreement the Project Manager's measured quantities shall be considered final.

## **31. INSPECTION OF WORK**

The City may maintain inspectors on the job who shall, at all times, have access to work.

## **32. INSPECTION OF SITE**

Each bidder shall visit the site of the proposed work and fully acquaint himself/herself with the existing conditions relating to construction, labor, and shall fully inform himself/herself as to the facilities involved and the difficulties and restrictions attending the performance of this contract. The bidder shall thoroughly examine and become familiar with the drawings, specifications, and all other bid/contract documents. The Contractor, by the execution of this contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument, or to visit the site and acquaint himself/herself with the conditions there existing. No allowance shall be made subsequently in this connection on behalf of the Contractor for any negligence of his/her part. For inspection call the Public Services Department, Engineering Division.

### **33. LAYING OUT OF WORK**

Before submitting a bid, the Contractor shall verify all measurements and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of differences between actual dimensions and the measurements indicated on the drawings. Any difference that may be found shall be submitted to the City Engineer for consideration before proceeding.

### **34. SUPERVISION**

The Contractor shall employ an experienced superintendent or foreperson on the job at all times.

### **35. TARDINESS**

Construction delays resulting from tardiness on the part of the Contractor will be reviewed by the City in the event of any request for contract extension by the Contractor.

### **36. ADDITIONS**

Any modification to the contract shall be subject to prior approval by the Purchasing Agent. City Commission approval may also be required.

Prices for additional work required are not requested in the itemized listing contained herein for the base project. Should additional work be authorized, compensation shall be made on the basis of price or prices to be mutually agreed upon. Such additional work shall not begin until a Change Order has been approved.

### **37. INSPECTION AND TESTING**

The Contractor shall give the Project Manager timely notice of readiness of the work for all required inspections, tests or approvals, and shall cooperate with inspections and testing personnel to facilitate required inspections or tests.

### **38. QUESTIONS**

Bidders shall address questions regarding the specifications to Tom Palumbo, PE, at [palumbot@kalamazoo-city.org](mailto:palumbot@kalamazoo-city.org) and/or (269) 337-8697. (This does not relieve the requirements of Page 6, Item 3.) Questions regarding terms, conditions and other related bid requirements may be addressed to Craig Hull, Buyer, at (269) 337-8444.

## **SECTION VII TERMS AND CONDITIONS**

### **1. AWARD OF CONTRACT**

- 1.1 This contract will be awarded to that responsible bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. The City reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in bids received. Other factors include, as an example but not limited to, delivery time, conformance to specifications, incidental costs such as demurrage and deposits, etc.
- 1.2 Notification of award will be in writing by the Purchasing Manager. Upon notification, the Contractor shall submit to the Purchasing Division all required insurance certificates (if required) and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the City, the Purchasing Manager will forward to the Contractor a written NOTICE TO PROCEED. Work shall NOT be started until such NOTICE TO PROCEED is received by the Contractor.
- 1.3 Unilateral changes in bid prices by the bidder shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with bidders in the event of, but not limited to:
  - 1) No bids received;
  - 2) A single bid being received; or
  - 3) Prices quoted are over budget and/or unreasonable.

### **2. COMPLETE CONTRACT**

This bid document together with its addenda, amendments, attachments and modifications, when executed, becomes the complete contract between the parties hereto, and no verbal or oral promises or representations made in conjunction with the negotiation of this contract shall be binding on either party.

### **3. SUBCONTRACTORS – NON-ASSIGNMENT**

- 3.1 Bidders shall state in writing any and all sub-contractors to be associated with this bid, including the type of work to be performed. The Contractor shall cooperate with the City of Kalamazoo in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.
- 3.2 The Contractor hereby agrees and understands that the contract resulting from this solicitation shall not be transferred, assigned or sublet without prior written consent of the City of Kalamazoo.

### **4. TAXES**

The City of Kalamazoo is exempt from all federal excise tax and state sales and use taxes.

## 5. INVOICING

All original invoice(s) will be sent to the Financial Services Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at [apinvoice@kalamazoo-city.org](mailto:apinvoice@kalamazoo-city.org). The Finance Division processes payments after receipt of an original invoice from the Contractor and approval by the department. The City of Kalamazoo's policy is to pay invoice(s) within 30 days from the receipt of the original invoice, if the services or supplies are satisfactory and the proper paperwork and procedures have been followed. **In order to guarantee payment to the vendor on a timely basis, the vendor needs to receive a purchase order number before supplying the City of Kalamazoo with goods or services.** All original, and copies of original invoice(s), will clearly state which purchase order they are being billed against.

**The City of Kalamazoo is a government municipality and therefore is tax exempt from all sales tax.**

**The vendor is responsible for supplying the Finance Division with a copy of their W9 if they are providing a service to the City of Kalamazoo.**

## 6. PAYMENTS

- 6.1 Upon issuance of certificates of Payment by the Architect/Engineer for labor and material incorporated in the work and the materials suitably stored at the site payment shall be made up to ninety (90%) percent of the value thereof.
- 6.2 When the cumulative total of payment is equal to fifty (50%) percent of the contract sum, subsequent payments will be made in the full amount for labor and material certified by the Architect/Engineer.
- 6.3 The amount retained shall be held until final acceptance of the work, receipt of all payrolls, releases, and waiver of liens.

## 7. CHANGES AND/OR CONTRACT MODIFICATIONS

- 7.1 The City reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Contractor and the City.
- 7.2 Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by the Purchasing Agent. City Commission approval may also be required.
- 7.3 ANY CHANGES PERFORMED IN ADVANCE OF PURCHASING AGENT APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.

## 8. LAWS, ORDINANCES, AND REGULATIONS

- 8.1 The Contractor shall keep himself/herself fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. Contractor and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.
- 8.2 Any permits, licenses, certificates, or fees required for the performance of the work shall be obtained and paid for by the Contractor.
- 8.3 This contract shall be governed by the laws of the State of Michigan.



## **9. RIGHT TO AUDIT**

The City or its designee shall be entitled to audit all of the Contractor's records, and shall be allowed to interview any of the Contractor's employees, throughout the term of this contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

- A. Contractor compliance with contract requirements,
- B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of his payees.

## **10. HOLD HARMLESS**

If the negligent acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall indemnify and save harmless the City of Kalamazoo, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

## **11. DEFAULT**

The City may at any time, by written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- B. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.
- C. The unauthorized substitution of articles for those bid and specified.
- D. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- E. Failure to perform in compliance with any provision of the contract.
- F. Standard of Performance
  - a. Contractor guarantees the performance of the commodities, goods or services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided.
  - b. Upon notice by the City of Contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, Contractor shall immediately remedy said defective performance in a manner acceptable to the City. Should Contractor fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the City.
  - c. In the event of any breach of this contract by Contractor, Contractor shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such goods or services with another Contractor.
  - d. The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.
  - e. In the event the Contractor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the City may bar the Contractor from being awarded any future City contracts.

- G. All remedies available to the City herein are cumulative and the election of one remedy by the City shall not be a waiver of any other remedy available to the City.

## **12. TERMINATION OF CONTRACT**

The City may, at any time and without cause, suspend the work of this contract for a period of not more than ninety days after providing notice in writing to the Contractor. The Contractor shall be allowed an adjustment in the contract price or an extension of the contract times, or both, directly attributable to the suspension if Contractor makes an approved claim.

The City may, without prejudice to any other right or remedy of the City, and with or without cause, terminate the contract by giving seven days written notice to the Contractor. In such case the Contractor shall be paid, without duplication, for the following items:

- A. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
- B. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses;
- C. All documented claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and
- D. Reasonable expenses directly attributable to termination.

The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

## **13. INDEPENDENT CONTRACTOR**

At all times, the Contractor, any of his/her employees, or his/her sub-contractors and their subsequent employees shall be considered independent contractors and not as City employees. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire, fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor or his/her employees be entitled to sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

## **14. PROJECT SUPERVISOR**

The Contractor shall employ an individual to act as Project Supervisor. The Project Supervisor shall be available to the Contractor's workers and the Project Manager at all times by use of a mobile phone or other reliable means. The Project Supervisor shall prepare daily work plans for the employees, monitor employee performance, attendance and punctuality; and work closely with the City's Project Manager in assuring contract compliance.

## **15. MEETINGS**

The Contractor and/or Project Supervisor shall be available to meet with the Department Head or Project Manager at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five (5) working days after the request; and, if in the sole opinion of the Department Head, the severity of the circumstance warrants, no more than one (1) working day.



## **16. INSPECTION OF WORKSITE**

Before submitting bids or quotes for work, the Contractor shall be responsible for examining the work site and satisfying himself/herself as to the existing conditions under which he/she will be obligated to operate, or that in any way affects the work under this contract. No allowance shall be made subsequently, in behalf of the Contractor, for any negligence on his/her part.

## **17. CONTRACT PERIOD, EXTENSIONS, CANCELLATION**

- 17.1 The contract shall be in effect for the term stated in the specifications.
- 17.2 The City may opt to extend this contract upon mutual agreement of both parties. The number of extensions shall be limited to that stated in the specifications.
- 17.3 The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.
- 17.4 All contracts, extensions and cost increases are subject to availability of funds and the approval of the City Commission (if required).
- 17.5 The City reserves the right to cancel the contract due to non-appropriation of funds by the City with thirty (30) days written notice.
- 17.6 Either party may terminate the contract (or any extension thereof) without cause at the end of any twelve (12) month term by giving written notice of such intent at least 60 days prior to the end of said twelve (12) month term.
- 17.7 All notices are in effect commencing with the date of mailing. Written notices may be delivered in person or sent by First Class mail; faxed or emailed to the last known address.
- 17.8 If cancellation is for default of contract due to non-performance, the contract may be canceled at any time (see Item 11, DEFAULT).

## APPENDIX A NON-DISCRIMINATION CLAUSE FOR ALL CITY OF KALAMAZOO CONTRACTS

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larson Civil Rights Act, Act. No. 453, Public Act of 1976 as amended; the Michigan Handicappers Civil Rights Act, Act No. 220, Public Act of 1976 as amended, City Ordinance 1856 and all other applicable Federal and State laws. The Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position.
3. If requested by the City, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.
4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.
5. The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission\* and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.
6. The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law. (for contracts over \$25,000)

The Elliott-Larson Civil Rights Act, Sec. 202 of Act. No. 453 of 1976 reads in part as follows:

Sec. 202. (1) An employer shall not:

- (a) Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (b) Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (c) Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.

\* Except for contracts entered into with parties employing less than three employees.  
1-2010

## APPENDIX B PREVAILING WAGES

Prevailing wages are applicable to this contract, therefore, rates will apply as follows:

(XX) Project is funded by City of Kalamazoo monies and is estimated to be in excess of \$100,000.00. The applicable prevailing wage rates are attached.

Specifications for projects in which the City of Kalamazoo is party for construction, alterations and/or repair including painting and decorating of public buildings or public works in or for the City of Kalamazoo and which requires or involves the employment of mechanics and/or laborers shall contain the following provisions stating the minimum wages to be paid the various classes of laborers and mechanics for the project. Prevailing wage rates determined by the U.S. Department of Labor under Davis Bacon and related acts will be used for City of Kalamazoo construction projects.

By the incorporation of prevailing wage rates within this specification, the City of Kalamazoo stipulates that:

- ✓ Contractor or his/her subcontractor shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less than once a week and without subsequent deduction or rebate on any account the full amount, accrued at the time of payment, computed at wage rates as incorporated herein regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers and mechanics;
- ✓ The scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work;
- ✓ The Prime Contractor and all subcontractors shall submit weekly certified payrolls documenting the hours worked and wages paid by work classification. NOTE: Contactor shall not include Social Security numbers of employees on certified payrolls.
- ✓ There may be withheld from the contractor's accrued payments the amount considered necessary by the City's Contracting Official to pay to laborers and mechanics employed by the contractor or any subcontractor on the work for the difference between the rates of wages required by the contract and the rates of wages received by such laborers and mechanics except those amounts properly deducted or refunded pursuant to the terms of the Davis-Bacon Act (USC, Title 40, Sec. 276a) and interpretations thereof.

Special Note: The City's requirements as it relates to prevailing wages includes a meeting with the City's Purchasing Agent prior to starting work and the submission of weekly certified payrolls by prime contractors and all subcontractors. The City will monitor certified payrolls, work progress, and conduct interviews with the mechanics and labors employed directly upon the site during the duration of the contract Please contact the Purchasing Department at (269) 337-8020 if you have any questions regarding prevailing wage provision.

The overtime pay to which a laborer or mechanic is entitled under this contract shall be that overtime pay to which he/she is entitled by any agreement made with the contractor or subcontractor or by any applicable provision of law; but in no event shall such amount be less than the prevailing wage in the Kalamazoo community for such overtime.

Revised 4-08



## ***PREVAILING WAGE RATES***

### **Maple Street (Park-Burdick) 2023 Improvements**

**Bid Reference #: 91300-008.0**

**[February 2023]**

"General Decision Number: MI20230001 02/03/2023

Superseded General Decision Number: MI20220001

State: Michigan

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

Counties: Michigan Statewide.

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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

Modification Number	Publication Date
0	01/06/2023
1	02/03/2023

CARP0004-004 06/01/2019

## REMAINDER OF STATE

	Rates	Fringes
CARPENTER ( Piledriver).....	\$ 27.62	20.59

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CARP0004-005 06/01/2018

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

	Rates	Fringes
CARPENTER (Piledriver).....	\$ 30.50	27.28

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ELEC0017-005 06/01/2022

## STATEWIDE

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

## Classifications

Journeyman Specialist: Refers to a crew of only one person working alone.

Operator A: Shall be proficient in operating all power equipment including: Backhoe, Excavator, Directional Bore and Boom/Digger truck.

Operator B: Shall be proficient in operating any 2 of the above mentioned pieces of equipment listed under Operator A.

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ENGI0324-003 06/01/2022

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
GROUP 1.....	\$ 51.02	24.85
GROUP 2.....	\$ 52.02	24.85
GROUP 3.....	\$ 49.52	24.85
GROUP 4.....	\$ 50.52	24.85
GROUP 5.....	\$ 48.02	24.85

GROUP 6.....	\$ 49.02	24.85
GROUP 7.....	\$ 47.75	24.85
GROUP 8.....	\$ 48.75	24.85
GROUP 9.....	\$ 47.30	24.85
GROUP 10.....	\$ 48.30	24.85
GROUP 11.....	\$ 46.57	24.85
GROUP 12.....	\$ 47.57	24.85
GROUP 13.....	\$ 46.21	24.85
GROUP 14.....	\$ 47.21	24.85
GROUP 15.....	\$ 45.57	24.85
GROUP 16.....	\$ 42.37	24.85
GROUP 17.....	\$ 27.89	12.00
GROUP 18.....	\$ 31.38	24.85

## FOOTNOTE:

Paid Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Engineer when operating combination of boom and jib 400' or longer

GROUP 2: Engineer when operating combination of boom and jib 400' or longer on a crane that requires an oiler

GROUP 3: Engineer when operating combination of boom and jib 300' or longer

GROUP 4: Engineer when operating combination of boom and jib 300' or longer on a crane that requires an oiler

GROUP 5: Engineer when operating combination of boom and jib 220' or longer

GROUP 6: Engineer when operating combination of boom and jib 220' or longer on a crane that requires an oiler

GROUP 7: Engineer when operating combination of boom and jib 140' or longer

GROUP 8: Engineer when operating combination of boom and jib 140' or longer on a crane that requires an oiler

GROUP 9: Tower crane & derrick operator (where operator's work station is 50 ft. or more above first sub-level)

GROUP 10: Tower crane & derrick operator (where operator's work station is 50 ft. or more above first sub-level) on a crane that requires an oiler

GROUP 11: Engineer when operating combination of boom and jib 120' or longer

GROUP 12: Engineer when operating combination of boom and jib 120' or longer on a crane that requires an oiler

GROUP 13: Crane operator; job mechanic and 3 drum hoist and excavator

GROUP 14: Crane operator on a crane that requires an oiler

GROUP 15: Hoisting operator; 2 drum hoist and rubber tired backhoe



GROUP 16: Forklift and 1 drum hoist

GROUP 17: Compressor or welder operator

GROUP 18: Oiler

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 ENGI0324-004 06/01/2022

AREA 1: ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, EATON, HILLSDALE, IONIA, KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH, VAN BUREN

AREA 2: ANTRIM, BENZIE, CHARLEVOIX, EMMET, GRAND TRAVERSE, KALKASKA, LEELANAU, MISSAUKEE AND WEXFORD COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
AREA 1		
GROUP 1.....	\$ 51.02	24.85
GROUP 2.....	\$ 47.75	24.85
GROUP 3.....	\$ 46.21	24.85
GROUP 4.....	\$ 42.37	24.85
GROUP 5.....	\$ 27.89	12.00
GROUP 6.....	\$ 31.38	24.85
AREA 2		
GROUP 1.....	\$ 51.02	24.85
GROUP 2.....	\$ 47.75	24.85
GROUP 3.....	\$ 46.21	24.85
GROUP 4.....	\$ 42.37	24.85
GROUP 5.....	\$ 27.89	12.00
GROUP 6.....	\$ 31.38	24.85

#### FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 additional to the group 1 rate. Crane operator with main boom and jib 400' or longer: \$3.00 additional to the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Crane Operator with main boom & jib 400', 300', or 220' or longer.

GROUP 2: Crane Operator with main boom & jib 140' or longer, Tower Crane; Gantry Crane; Whirley Derrick.

GROUP 3: Regular Equipment Operator, Crane, Dozer, Loader, Hoist, Straddle Wagon, Mechanic, Grader and Hydro Excavator.

GROUP 4: Air Tugger (single drum), Material Hoist Pump 6" or over, Elevators, Brokk Concrete Breaker.

GROUP 5: Air Compressor, Welder, Generators, Conveyors

GROUP 6: Oiler and fire tender

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ENG10324-005 09/01/2022

AREA 1: GENESEE, LAPEER, LIVINGSTON, MACOMB, MONROE, OAKLAND,  
ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALCONA, ALLEGAN, ALGER, ALPENA, ANTRIM, ARENAC, BARAGA,  
BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS,  
CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD,  
DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND  
TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,  
IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,  
KWEENAW, LAKE, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE,  
MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE,  
MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW,  
ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE,  
ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST.  
JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
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OPERATOR: Power Equipment  
(Underground construction  
(including sewer))

AREA 1:

GROUP 1.....	\$ 39.38	24.85
GROUP 2.....	\$ 34.65	24.85
GROUP 3.....	\$ 33.92	24.85
GROUP 4.....	\$ 33.35	24.85
GROUP 5.....	\$ 24.90	12.05

AREA 2:

GROUP 1.....	\$ 37.67	24.85
GROUP 2.....	\$ 32.78	24.85
GROUP 3.....	\$ 32.28	24.85
GROUP 4.....	\$ 32.00	24.85
GROUP 5.....	\$ 24.90	12.05

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type or pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power shovel; Roller (asphalt); Scraper (self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope paver; Trencher (over 8 ft. digging capacity); Well drilling rig; Concrete pump with boom operator; Hydro Excavator

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more - 6-in. discharge or larger - gas or diesel- powered or powered by generator of 300 amperes or more - inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller); Vac Truck and End dump operator;

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non- powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum-1/2 yd. or larger); Elevator (other than passenger);

Maintenance person; Pump (2 or more-4-in. up to 6-in. discharge-gas or diesel powered - excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more-300 amp. or larger - gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Hydraulic pipe pushing machine; Mulching equipment; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, gas or diesel powered - excluding submersible pumps); Roller (other than asphalt); Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over); Sweeper (Wayne type); Water wagon and Extend-a boom forklift

Group 5: Fire Person, Oiler

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\* ENGI0324-006 06/01/2022

GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW, WAYNE, ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
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Power equipment operators:  
(AIRPORT, BRIDGE & HIGHWAY  
CONSTRUCTION)

GROUP 1.....	\$ 38.86	24.85
GROUP 2.....	\$ 32.13	24.85
GROUP 3.....	\$ 31.57	24.85
GROUP 4.....	\$ 31.40	24.85

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt plant operator; Crane operator (does not include work on bridge construction projects when the crane operator is erecting structural components); Dragline operator; Shovel operator; Locomotive operator; Paver operator (5 bags or more); Elevating grader operator; Pile driving operator; Roller operator (asphalt); Blade grader operator; Trenching machine operator (ladder or wheel type); Auto-grader; Slip form paver; Self-propelled or tractor-drawn scraper; Conveyor loader operator (Euclid type); Endloader operator (1 yd. capacity and over); Bulldozer; Hoisting engineer; Tractor operator; Finishing machine operator (asphalt); Mechanic; Pump operator (6-in. discharge or over, gas, diesel powered or generator of 300 amp. or larger); Shouldering or gravel distributing machine operator (self-propelled); Backhoe (with over 3/8 yd. bucket); Side boom tractor (type D-4 or equivalent or larger); Tube finisher (slip form paving); Gradall (and

similar type machine); Asphalt paver (self-propelled); Asphalt planer (self-propelled); Batch plant (concrete-central mix); Slurry machine (asphalt); Concrete pump (3 in. and over); Roto-mill; Swinging boom truck (over 12 ton capacity); Hydro demolisher (water blaster); Farm-type tractor with attached pan; Vacuum truck operator; Batch Plant (concrete dry batch); Concrete Saw Operator (40h.p. or over; Tractor Operator (farm type); Finishing Machine Operator (concrete); Grader Operator (self-propelled fine grade or form (concrete)).

GROUP 2: Screening plant operator; Washing plant operator; Crusher operator; Backhoe (with 3/8 yd. bucket or less); Side boom tractor (smaller than D-4 type or equivalent); Sweeper (Wayne type and similar equipment); Greese Truck; Air Compressor Operator (600 cu.ft. per min or more); Air Compressor Operator (two or more, less than 600 cfm);

GROUP 3: Boiler fire tender; Tractor operator (farm type with attachment); Concrete Breaker; Wagon Drill Operator;

GROUP 4: Oiler; Fire tender; Trencher (service); Flexplane operator; Cleftplane operator; Boom or winch hoist truck operator; Endloader operator \*under 1 yd. capacity); Roller Operator (other than asphalt); Curing equipment operator (self-propelled); Power bin operator; Plant drier (6 ft. wide or over); Guard post driver operator (power driven); All mulching equipment; Stump remover; Concrete pump (under 3-in.); Mesh installer (self-propelled); End dump; Skid Steer.

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 ENGI0324-007 05/01/2022

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

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
Compressor, welder and forklift.....	\$ 37.40	24.60
Crane operator, main boom & jib 120' or longer.....	\$ 43.87	24.60
Crane operator, main boom & jib 140' or longer.....	\$ 44.17	24.60
Crane operator, main boom & jib 220' or longer.....	\$ 44.17	24.60
Mechanic with truck and tools.....	\$ 43.00	24.60
Oiler and fireman.....	\$ 35.86	24.60
Regular operator.....	\$ 41.22	24.60

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 ENGI0324-008 10/01/2020

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE,

MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE, MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
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OPERATOR: Power Equipment  
(Sewer Relining)

GROUP 1.....	\$ 35.37	14.31
GROUP 2.....	\$ 33.33	14.31

#### SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system, including remote in-ground cutter and other equipment used in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation systems, water jetters and vacuum and mechanical debris removal systems

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ENGI0325-012 05/01/2022

	Rates	Fringes
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Power equipment operators -  
gas distribution and duct  
installation work:

GROUP 1.....	\$ 34.83	24.85
GROUP 2.....	\$ 32.55	24.85

SCOPE OF WORK: The construction, installation, treating and reconditioning of pipelines transporting gas vapors within cities, towns, subdivisions, suburban areas, or within private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as ""distribution work,"" starting from the first metering station, connection, similar or related facility, of the main or cross country pipeline and including duct installation.

Group 1: Backhoe, crane, grader, mechanic, dozer (D-6 equivalent or larger), side boom (D-4 equivalent or larger), trencher(except service), endloader (2 yd. capacity or greater).

GROUP 2: Dozer (less than D-6 equivalent), endloader (under 2 yd. capacity), side boom (under D-4 capacity), backfiller, pumps (1 or 2 of 6-inch discharge or greater), boom truck (with powered boom), tractor (wheel type other than backhoe or front endloader). Tamper (self-propelled), boom truck (with non-powered boom), concrete saw (20 hp or larger), pumps (2 to 4 under 6-inch discharge), compressor (2 or more or when one is used continuously into the second day) and trencher(service). Oiler, hydraulic pipe pushing machine, grease person and hydrostatic testing operator.

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IRON0008-007 06/01/2022

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

	Rates	Fringes
Ironworker - pre-engineered metal building erector.....	\$ 23.70	6.95
IRONWORKER		
General contracts		
\$10,000,000 or greater.....	\$ 38.14	28.70
General contracts less		
than \$10,000,000.....	\$ 38.14	28.70

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor  
Day, Thanksgiving Day & Christmas Day.

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\* IRON0025-002 06/01/2022

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON,  
CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO,  
ISABELLA, JACKSON, LAPEER, LIVINGSTON, MACOMB, MIDLAND,  
MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE,  
ROSCOMMON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, TUSCOLA,  
WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector		
ALLEGAN, ANTRIM, BARRY, BENZIE, BRANCH, CALHOUN, CHARLEVOIX, EATON, EMMET, GRAND TRAVERSE, HILLSDALE, IONIA, KALAMAZOO, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH, VAN BUREN AND WEXFORD COUNTIES:..	\$ 24.59	25.43
Bay, Genesee, Lapeer, Livingston (east of Burkhardt Road), Macomb, Midland, Oakland, Saginaw, St. Clair, The University of Michigan, Washtenaw (east of U.S. 23) & Wayne...	\$ 25.81	26.43
IRONWORKER		
Ornamental and Structural...	\$ 34.50	38.44
Reinforcing.....	\$ 31.43	34.77

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IRON0055-005 07/01/2022

LENAWEE AND MONROE COUNTIES:

	Rates	Fringes
IRONWORKER		
Pre-engineered metal buildings.....	\$ 23.59	19.35

All other work.....	\$ 33.00	27.20
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IRON0292-003 06/01/2020

BERRIEN AND CASS COUNTIES:

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

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LAB00005-006 10/01/2022

	Rates	Fringes
Laborers - hazardous waste abatement: (ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, IOSCO, KALKASKA, LEELANAU, MISSAUKEE, MONTMORENCY, OSCODA, OTSEGO, PRESQUE ISLE AND WEXFORD COUNTIES - Zone 10)		
Levels A, B or C.....	\$ 17.45	12.75
class b.....	\$ 18.64	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....	\$ 16.45	12.75
class a.....	\$ 17.64	12.90
Zone 10		
Laborers - hazardous waste abatement: (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES - Zone 11)		
Levels A, B or C.....	\$ 25.18	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....	\$ 22.58	12.90
Laborers - hazardous waste abatement: (ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, IONIA COUNTY (except the city of Portland); KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH AND VAN BUREN COUNTIES - Zone 9)		
Levels A, B or C.....	\$ 21.88	13.26
Work performed in conjunction with site		

preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 20.80		12.90
Laborers - hazardous waste abatement: (ARENAC, BAY, CLARE, GLADWIN, GRATIOT, HURON, ISABELLA, MIDLAND, OGEMAW, ROSCOMMON, SAGINAW AND TUSCOLA COUNTIES - Zone 8)		
Levels A, B or C.....\$ 23.74		12.95
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 20.80		12.90
Laborers - hazardous waste abatement: (CLINTON, EATON AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); LIVINGSTON COUNTY (west of Oak Grove Rd., including the City of Howell) - Zone 6)		
Levels A, B or C.....\$ 26.33		12.95
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 24.64		12.90
Laborers - hazardous waste abatement: (GENESEE, LAPEER AND SHIAWASSEE COUNTIES - Zone 7)		
Levels A, B or C.....\$ 24.20		13.80
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 23.20		13.80
Laborers - hazardous waste abatement: (HILLSDALE, JACKSON AND LENAWEЕ COUNTIES - Zone 4)		
Levels A, B or C.....\$ 27.13		14.95
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 24.17		12.90
Laborers - hazardous waste abatement: (LIVINGSTON COUNTY (east of Oak Grove Rd. and south of M-59, excluding the city of Howell); AND WASHTENAW COUNTY - Zone 3)		
Levels A, B or C.....\$ 29.93		14.20
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		



Also, Level D.....\$ 28.93	14.20
Laborers - hazardous waste abatement: (MACOMB AND WAYNE COUNTIES - Zone 1)	
Levels A, B or C.....\$ 29.93	16.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 28.93	16.90
Laborers - hazardous waste abatement: (MONROE COUNTY - Zone 4)	
Levels A, B or C.....\$ 31.75	14.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 31.75	14.90
Laborers - hazardous waste abatement: (OAKLAND COUNTY and the Northeast portion of LIVINGSTON COUNTY bordered by Oak Grove Road on the West and M-59 on the South - Zone 2)	
Level A, B, C.....\$ 29.93	16.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 28.93	16.90
Laborers - hazardous waste abatement: (SANILAC AND ST. CLAIR COUNTIES - Zone 5)	
Levels A, B or C.....\$ 26.21	16.62
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 24.75	16.35

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LAB00259-001 09/01/2022

AREA 1: MACOMB, OAKLAND AND WAYNE COUNTIES  
 AREA 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA,  
 BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,  
 CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
 DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND  
 TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,  
 IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,  
 KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE,  
 MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE,  
 MIDLAND, MISSAUKEE, MONROE, MONTCALM, MONTMORENCY, MUSKEGON,  
 NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO,  
 OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST.  
 JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN,  
 WASHTENAW AND WEXFORD COUNTIES

Rates

Fringes

Laborers - tunnel, shaft and  
caisson:

AREA 1		
GROUP 1.....	\$ 23.62	16.95
GROUP 2.....	\$ 23.73	19.95
GROUP 3.....	\$ 23.79	16.95
GROUP 4.....	\$ 23.97	16.95
GROUP 5.....	\$ 24.22	16.95
GROUP 6.....	\$ 24.55	16.95
GROUP 7.....	\$ 17.83	16.95
AREA 2		
GROUP 1.....	\$ 25.15	12.95
GROUP 2.....	\$ 25.24	12.95
GROUP 3.....	\$ 25.34	12.95
GROUP 4.....	\$ 25.50	12.95
GROUP 5.....	\$ 25.76	12.95
GROUP 6.....	\$ 26.07	12.95
GROUP 7.....	\$ 18.34	12.95

SCOPE OF WORK: Tunnel, shaft and caisson work of every type and description and all operations incidental thereto, including, but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion, sewerage, caverns, shelters, aquifers, reservoirs, missile silos and steel sheeting for underground construction.

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog house tender, testing (on gas) and watchman

GROUP 2: Manhole, headwall, catch basin builder, bricklayer tender, mortar machine and material mixer

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump, outside lock tender, scaffold, top signal person, switch person, track, tugger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

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LAB00334-001 09/01/2021

Rates

Fringes

## Laborers - open cut:

## ZONE 1 - MACOMB, OAKLAND

## AND WAYNE COUNTIES:

GROUP 1.....	\$ 23.47	16.95
GROUP 2.....	\$ 23.58	16.95
GROUP 3.....	\$ 23.63	16.95
GROUP 4.....	\$ 23.71	16.95
GROUP 5.....	\$ 23.77	16.95
GROUP 6.....	\$ 21.22	16.95
GROUP 7.....	\$ 17.84	16.95

## ZONE 2 - LIVINGSTON COUNTY

(east of M-151 (Oak Grove Rd.)); MONROE AND

## WASHTENAW COUNTIES:

GROUP 1.....	\$ 24.80	12.95
GROUP 2.....	\$ 24.91	12.95
GROUP 3.....	\$ 25.03	12.95
GROUP 4.....	\$ 25.10	12.95
GROUP 5.....	\$ 25.25	12.95
GROUP 6.....	\$ 22.55	12.95
GROUP 7.....	\$ 19.19	12.95

## ZONE 3 - CLINTON, EATON,

GENESEE, HILLSDALE AND

INGHAM COUNTIES; IONIA

COUNTY (City of Portland);

JACKSON, LAPEER AND

LENAWEE COUNTIES;

LIVINGSTON COUNTY (west of

M-151 Oak Grove Rd.);

SANILAC, ST. CLAIR AND

## SHIAWASSEE COUNTIES:

GROUP 1.....	\$ 22.99	12.95
GROUP 2.....	\$ 23.13	12.95
GROUP 3.....	\$ 23.25	12.95
GROUP 4.....	\$ 23.30	12.95
GROUP 5.....	\$ 23.44	12.95
GROUP 6.....	\$ 20.74	12.95
GROUP 7.....	\$ 17.89	12.95

## ZONE 4 - ALCONA, ALLEGAN,

ALPENA, ANTRIM, ARENAC,

BARRY, BAY, BENZIE,

BERRIEN, BRANCH,

CALHOUN, CASS, CHARLEVOIX,

CHEBOYGAN, CLARE,

CRAWFORD, EMMET,

GLADWIN, GRAND TRAVERSE,

GRATIOT AND HURON

COUNTIES; IONIA COUNTY

(EXCEPT THE CITY OF

PORTLAND); IOSCO,

ISABELLA, KALAMAZOO,

KALKASKA, KENT,

LAKE, LEELANAU, MANISTEE,

MASON, MECOSTA, MIDLAND,

MISSAUKEE, MONTCALM,

MONTMORENCY, MUSKEGON,

NEWAYGO, OCEANA, OGEMAW,

OSCEOLA, OSCODA, OTSEGO,

OTTAWA, PRESQUE ISLE,

ROSCOMMON, SAGINAW, ST.

JOSEPH, TUSCOLA, VAN BUREN

## AND WEXFORD COUNTIES:

GROUP 1.....	\$ 22.02	12.95
GROUP 2.....	\$ 22.15	12.95

GROUP 3.....	\$ 22.26	12.95
GROUP 4.....	\$ 22.33	12.95
GROUP 5.....	\$ 22.45	12.95
GROUP 6.....	\$ 19.67	12.95
GROUP 7.....	\$ 18.01	12.95

ZONE 5 - ALGER, BARAGA,  
CHIPPEWA, DELTA,  
DICKINSON, GOGEBIC,  
HOUGHTON, IRON,  
KEWEENAW, LUCE, MACKINAC,  
MARQUETTE, MENOMINEE,  
ONTONAGON AND SCHOOLCRAFT  
COUNTIES:

GROUP 1.....	\$ 22.24	12.95
GROUP 2.....	\$ 22.38	12.95
GROUP 3.....	\$ 22.51	12.95
GROUP 4.....	\$ 22.56	12.95
GROUP 5.....	\$ 22.61	12.95
GROUP 6.....	\$ 19.99	12.95
GROUP 7.....	\$ 18.10	12.95

#### SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation. For all areas except the Upper Peninsula, open cut construction work shall also be construed to mean waterfront work, piers, docks, seawalls, breakwalls, marinas and all incidental work. Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

#### OPEN CUT LABORER CLASSIFICATIONS

##### GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, headwall, seawall, breakwall and dock builder

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodger, reinforced steel or mesh person (e.g., wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person

##### GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting man, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation and repair of water service pipe and appurtenances

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

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LAB00465-001 06/01/2022

LABORER: Highway, Bridge and Airport Construction

AREA 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALLEGAN, BARRY, BAY, BERRIEN, BRANCH, CALHOUN, CASS, CLINTON, EATON, GRATIOT, HILLSDALE, HURON, INGHAM, JACKSON, KALAMAZOO, LAPEER, LENAWEE, LIVINGSTON, MIDLAND, MUSKEGON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA AND VAN BUREN COUNTIES

AREA 3: ALCONA, ALPENA, ANTRIM, ARENAC, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, IONIA, IOSCO, ISABELLA, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MONTMORENCY, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON AND WEXFORD COUNTIES

AREA 4: ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES

	Rates	Fringes
LABORER (AREA 1)		
GROUP 1.....	\$ 32.02	13.95
GROUP 2.....	\$ 32.15	13.95
GROUP 3.....	\$ 32.33	13.95
GROUP 4.....	\$ 32.41	13.95
GROUP 5.....	\$ 32.62	13.95
GROUP 6.....	\$ 32.92	13.95
LABORER (AREA 2)		
GROUP 1.....	\$ 26.92	12.90
GROUP 2.....	\$ 27.12	12.90
GROUP 3.....	\$ 27.36	12.90
GROUP 4.....	\$ 27.71	12.90
GROUP 5.....	\$ 27.58	12.90
GROUP 6.....	\$ 27.92	12.90
LABORER (AREA 3)		
GROUP 1.....	\$ 26.22	12.90
GROUP 2.....	\$ 26.43	12.90
GROUP 3.....	\$ 26.72	12.90
GROUP 4.....	\$ 27.16	12.90
GROUP 5.....	\$ 26.78	12.90
GROUP 6.....	\$ 27.21	12.90
LABORER (AREA 4)		
GROUP 1.....	\$ 26.22	12.90

GROUP 2.....	\$ 26.43	12.90
GROUP 3.....	\$ 26.72	12.90
GROUP 4.....	\$ 27.16	12.90
GROUP 5.....	\$ 26.78	12.90
GROUP 6.....	\$ 27.21	12.90

## LABORER CLASSIFICATIONS

GROUP 1: Asphalt shoveler or loader; asphalt plant misc.; burlap person; yard person; dumper (wagon, truck, etc.); joint filling laborer; miscellaneous laborer; unskilled laborer; sprinkler laborer; form setting laborer; form stripper; pavement reinforcing; handling and placing (e.g., wire mesh, steel mats, dowel bars); mason's tender or bricklayer's tender on manholes; manhole builder; headwalls, etc.; waterproofing, (other than buildings) seal coating and slurry mix, shoring, underpinning; pressure grouting; bridge pin and hanger removal; material recycling laborer; horizontal paver laborer (brick, concrete, clay, stone and asphalt); ground stabilization and modification laborer; grouting; waterblasting; top person; railroad track and trestle laborer; carpenters' tender; guard rail builders' tender; earth retention barrier and wall and M.S.E. wall installer's tender; highway and median installer's tender (including sound, retaining, and crash barriers); fence erector's tender; asphalt raker tender; sign installer; remote control operated equipment.

GROUP 2: Mixer operator (less than 5 sacks); air or electric tool operator (jackhammer, etc.); spreader; boxperson (asphalt, stone, gravel); concrete paddler; power chain saw operator; paving batch truck dumper; tunnel mucker (highway work only); concrete saw (under 40 h.p.) and dry pack machine; roto-mill grounds person.

GROUP 3: Tunnel miner (highway work only); finishers tenders; guard rail builders; highway and median barrier installer; earth retention barrier and wall and M.S.E. wall installer's (including sound, retaining and crash barriers); fence erector; bottom person; powder person; wagon drill and air track operator; diamond and core drills; grade checker; certified welders; curb and side rail setter's tender.

GROUP 4: Asphalt raker

GROUP 5: Pipe layers, oxy-gun

GROUP 6: Line-form setter for curb or pavement; asphalt screed checker/screw man on asphalt paving machines.

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LAB01076-005 04/01/2022

## MICHIGAN STATEWIDE

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

DISTRIBUTION WORK - The construction, installation, treating and reconditioning of distribution pipelines transporting coal, oil, gas or other similar materials, vapors or liquids, including pipelines within private property boundaries, up to and including the meter settings on residential, commercial, industrial, institutional, private and public structures. All work covering pumping stations and tank farms not covered by the Building Trades Agreement. Other distribution lines with the exception of sewer, water and cable television are included.

Underground Duct Layer Pay: \$.40 per hour above the base pay rate.

- Zone 1 - Macomb, Oakland and Wayne
- Zone 2 - Monroe and Washtenaw
- Zone 3 - Bay, Genesee, Lapeer, Midland, Saginaw, Sanilac, Shiawassee and St. Clair
- Zone 4 - Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft
- Zone 5 - Remaining Counties in Michigan

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PAIN0022-002 07/01/2008

HILLSDALE, JACKSON AND LENAWEE COUNTIES; LIVINGSTON COUNTY (east of the eastern city limits of Howell, not including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 25.06	14.75

FOOTNOTES: For all spray work and journeyman rigging for spray work, also blowing off, \$0.80 per hour additional (applies only to workers doing rigging for spray work on off the floor work. Does not include setting up or moving rigging on floor surfaces, nor does it apply to workers engaged in covering up or tending spray equipment. For all sandblasting and spray work performed on highway bridges, overpasses, tanks or steel, \$0.80 per hour additional. For all brushing, cleaning and other preparatory work (other than spraying or steeplejack work) at scaffold heights of fifty (50) feet from the ground or higher, \$0.50 per hour additional. For all preparatorial work and painting performed on open steel under forty (40) feet when no scaffolding is involved, \$0.50 per hour additional. For all swing stage work-window jacks and window belts-exterior and interior, \$0.50 per hour additional. For all spray work and sandblaster work to a scaffold height of forty (40) feet above the floor level, \$0.80 per hour additional. For all preparatorial work and painting on all highway bridges or overpasses up to forty (40) feet in height, \$0.50 per hour additional. For all steeplejack work performed where the elevation is forty (40) feet or more, \$1.25 per hour additional.

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PAIN0312-001 06/01/2018

EXCLUDES: ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath,

Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); INCLUDES: Barry, Berrien, Branch, Calhoun, Cass, Hillsdale, Kalamazoo, St. Joseph, Van Buren

	Rates	Fringes
PAINTER		
Brush and roller.....	\$ 23.74	13.35
Spray, Sandblast, Sign		
Painting.....	\$ 24.94	13.35

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PAIN0845-003 05/10/2018

CLINTON COUNTY; EATON COUNTY (does not include the townships of Bellevue and Olivet); INGHAM COUNTY; IONIA COUNTY (east of Hwy. M 66); LIVINGSTON COUNTY (west of the eastern city limits of Howell, including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); AND SHIAWASSEE COUNTY (Townships of Bennington, Laingsbury and Perry):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

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PAIN0845-015 05/10/2018

MUSKEGON COUNTY; NEWAYGO COUNTY (except the Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OCEANA COUNTY; OTTAWA COUNTY (except the townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

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PAIN0845-018 05/10/2018

ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); IONIA COUNTY (west of Hwy. M-66); KENT, MECOSTA AND MONTCALM COUNTIES; NEWAYGO COUNTY (Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OSCEOLA COUNTY (south of Hwy. #10); OTTAWA COUNTY (Townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

FOOTNOTES: Lead abatement work: \$1.00 per hour additional.

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PAIN1011-003 06/02/2022

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON



## AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 24.66	14.99

FOOTNOTES: High pay (bridges, overpasses, watertower): 30 to 80 ft.: \$.65 per hour additional. 80 ft. and over: \$1.30 per hour additional.

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PAIN1474-002 06/01/2010

HURON COUNTY; LAPEER COUNTY (east of Hwy. M-53); ST. CLAIR,  
SANILAC AND TUSCOLA COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 23.79	12.02

FOOTNOTES: Lead abatement work: \$1.00 per hour additional. Work with any hazardous material: \$1.00 per hour additional. Sandblasting, steam cleaning and acid cleaning: \$1.00 per hour additional. Ladder work at or above 40 ft., scaffold work at or above 40 ft., swing stage, boatswain chair, window jacks and all work performed over a falling height of 40 ft.: \$1.00 per hour additional. Spray gun work, pick pullers and those handling needles, blowing off by air pressure, and any person rigging (setting up and moving off the ground): \$1.00 per hour additional. Steeplejack, tanks, gas holders, stacks, flag poles, radio towers and beacons, power line towers, bridges, etc.: \$1.00 per hour additional, paid from the ground up.

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PAIN1803-003 06/01/2019

ALCONA, ALPENA, ANTRIM, ARENAC, BAY, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT, IOSCO, ISABELLA, KALKASKA, LAKE, LEELANAU, MANISTEE, MASON, MIDLAND, MISSAUKEE, MONTMORENCY AND OGEMAW COUNTIES; OSCEOLA COUNTY (north of Hwy. #10); OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW AND WEXFORD COUNTIES:

	Rates	Fringes
PAINTER		
Work performed on water, bridges over water or moving traffic, radio and powerline towers, elevated tanks, steeples, smoke stacks over 40 ft. of falling heights, recovery of lead-based paints and any work associated with industrial plants, except maintenance of industrial plants.....	\$ 25.39	14.68
All other work, including maintenance of industrial plant.....	\$ 25.39	14.68

FOOTNOTES: Spray painting, sandblasting, blowdown associated with spraying and blasting, water blasting and work involving a swing stage, boatswain chair or spider: \$1.00 per hour additional. All work performed inside tanks, vessels, tank trailers, railroad cars, sewers, smoke stacks, boilers or other spaces having limited egress not including buildings, opentop tanks, pits, etc.: \$1.25 per hour additional.

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PLAS0514-001 06/01/2018

ZONE 1: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, SAGINAW, WASHTENAW AND WAYNE COUNTIES

ZONE 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 31.47	13.81
ZONE 2.....	\$ 29.97	13.81

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PLUM0190-003 05/01/2015

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE, MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
Plumber/Pipefitter - gas		
distribution pipeline:		
Welding in conjunction		
with gas distribution		
pipeline work.....	\$ 33.03	20.19
All other work:.....	\$ 24.19	12.28

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TEAM0007-004 06/01/2020

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA,

BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
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TRUCK DRIVER

AREA 1

Euclids, double bottoms		
and lowboys.....	\$ 28.05	.50 + a+b
Trucks under 8 cu. yds.....	\$ 27.80	.50 + a+b
Trucks, 8 cu. yds. and		
over.....	\$ 27.90	.50 + a+b

AREA 2

Euclids, double bottoms		
and lowboys.....	\$ 24.895	.50 + a+b
Euclids, double bottoms		
and lowboys.....	\$ 28.15	.50 + a+b
Trucks under 8 cu. yds.....	\$ 27.90	.50 + a+b
Trucks, 8 cu. yds. and		
over.....	\$ 28.00	.50 + a+b

Footnote:

a. \$470.70 per week

b. \$68.70 daily

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TEAM0247-004 04/01/2013

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, SAGINAW, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
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Sign Installer

AREA 1

GROUP 1.....	\$ 21.78	11.83
GROUP 2.....	\$ 25.27	11.8375

AREA 2

GROUP 1.....	\$ 22.03	11.83
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GROUP 2.....\$ 25.02                      11.8375

## FOOTNOTE:

a. \$132.70 per week, plus \$17.80 per day.

## SIGN INSTALLER CLASSIFICATIONS:

GROUP 1: performs all necessary labor and uses all tools required to construct and set concrete forms required in the installation of highway and street signs

GROUP 2: performs all miscellaneous labor, uses all hand and power tools, and operates all other equipment, mobile or otherwise, required for the installation of highway and street signs

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TEAM0247-010 04/01/2018

## AREA 1: LAPEER AND SHIAWASSEE COUNTIES

AREA 2: GENESEE, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
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## TRUCK DRIVER (Underground construction)

## AREA 1

GROUP 1.....	\$ 23.82	19.04
GROUP 2.....	\$ 23.91	19.04
GROUP 3.....	\$ 24.12	19.04

## AREA 2

GROUP 1.....	\$ 24.12	19.04
GROUP 2.....	\$ 24.26	19.04
GROUP 3.....	\$ 24.45	19.04

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

SCOPE OF WORK: Excavation, site preparation, land balancing, grading, sewers, utilities and improvements; also including but not limited to, tunnels, underground piping, retention, oxidation, flocculation facilities, conduits, general excavation and steel sheeting for underground construction. Underground construction work shall not include any structural modifications, alterations, additions and repairs to buildings or highway work, including roads, streets, bridge construction and parking lots or steel erection.

## TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, Euclid, double bottom and fuel trucks)

GROUP 2: Truck driver on dump trucks of 8 cubic yards capacity or over, pole trailers, semis and fuel trucks

GROUP 3: Truck driver on low boy, Euclid and double bottom

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 \* SUMI2002-001 05/01/2002

	Rates	Fringes
Flag Person.....	\$ 10.10 **	0.00
LINE PROTECTOR (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)....	\$ 22.89	13.45
LINE PROTECTOR (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE).....	\$ 20.19	13.45
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1.....	\$ 30.52	13.45
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2.....	\$ 27.47	13.45
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1.....	\$ 26.92	13.45
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2.....	\$ 24.23	13.45

#### WORK CLASSIFICATIONS:

PAVEMENT MARKER GROUP 1: Drives or operates a truck mounted striper, grinder, blaster, groover, or thermoplastic melter for the placement or removal of temporary or permanent pavement markings or markers.

PAVEMENT MARKER GROUP 2: Performs all functions involved for the placement or removal of temporary or permanent pavement markings or markers not covered by the classification of Pavement Marker Group 1 or Line Protector.

LINE PROTECTOR: Performs all operations for the protection or removal of temporary or permanent pavement markings or markers in a moving convoy operation not performed by the classification of Pavement Marker Group 1. A moving convoy operation is comprised of only Pavement Markers Group 1 and Line Protectors.

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 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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END OF GENERAL DECISIO"



**APPENDIX C  
ADDITIONAL INFORMATION**



**THE CITY OF KALAMAZOO  
DEPARTMENT OF PUBLIC SERVICES  
ENGINEERING DIVISION**

***TREE ORDINANCE***

**Maple Street (Park-Burdick) 2023  
Improvements**

**Bid Reference #: 91300-008.0**

## **Chapter 42**

### **TREE ORDINANCE**

#### **GENERAL REFERENCES**

**Dead trees as nuisances — See § 22-3.**

**Streets and other public grounds — See Ch. 33.**

**Parks and Recreation Advisory Board — See § 23-29 et seq.**

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#### **§ 42-1. Purpose and intent.**

- A. Purpose. It is the purpose of this chapter to promote and protect the public health, safety, and general welfare by providing for the regulation of the planting, maintenance, and removal of trees and shrubs on public places, curblawns and street rights-of-way within the City of Kalamazoo.
- B. Intent. It is the intent of the City Commission that the terms of this chapter shall be construed so as to: (1) promote the planting, maintenance, restoration, and survival of desirable trees and shrubs on public places, and street rights-of-way within the City; (2) provide protection from personal injury and property damage to individuals, corporations, and other businesses caused or threatened by the improper planting, maintenance or removal of trees and shrubs, on public places, and street rights-of-way within the City; and, (3) to plant, remove and replace trees or shrubs within curblawns, upon request, to the extent the annual budget will allow.

#### **§ 42-2. Applicability.**

This chapter provides complete power and authority over all trees and shrubs located within the street rights-of-way, parks, cemeteries, curblawns and other public places of the City; and to trees and shrubs located on private property that constitute a hazard or threat to the safe use by the public of any street, sidewalk or public place in the City.

#### **§ 42-3. Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

**CITY TREE** — Any tree planted or growing on City-owned or maintained property.

**CURBLAWN** — The part of a street right-of-way, not covered by sidewalk or paving, lying between the sidewalk proper and the curb or outside edge of the street.

**DRIPLINE** — An imaginary vertical line extending downward from the outermost tips of the tree branches to the ground.

**LARGE TREES** — Those trees which attain a height of 45 feet or more at maturity. Examples of large trees include but are not limited to: ash, green and white; linden; maple, sugar, red and Norway; sweetgum, tulip; ginkgo and oak.

**MEDIUM TREES** — Those trees which attain a height of 30 feet to 45 feet at maturity. Examples of medium trees include but are not limited to: golden rain, hawthorn, Japanese tree lilac, Bradford pear, redspire pear, aristocratic pear, hybrid locust and Columnar Norway Maple.

**PROPERTY OWNER** — The individual or party owning such property as shown on the Kalamazoo City Assessor's records.

**PUBLIC PLACE** — Property owned by the City of Kalamazoo.

**SHRUB** — A low growing, multi-stemmed woody perennial.

**SMALL TREE** — Those trees which attain a height of less than 30 feet at maturity. Examples of small trees include but are not limited to: flowering crabapple, amur maple and flame maple.

**STREET TREE** — Any tree located on a street right-of-way or curblawn, but in most cases between the sidewalk and the street.

**TOPPING** — The severe cutting back of tree limbs to stubs within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.

**TREE** — A plant which can be grown with a single stem or trunk and is over 10 feet in height.

#### **§ 42-4. Tree Committee.**

A Tree Committee shall be created and membership shall include representation from the Parks and Recreation Advisory Board, the Environmental Concerns Committee, overhead and underground utility companies and the Public Services Department. The purpose of the Tree Committee is to develop guidelines, subject to City Commission approval, related to the implementation and enforcement of this chapter and recommend modifications or changes as might become necessary to the Director of Public Works.

#### **§ 42-5. Landscaping.**

In new subdivisions or when the development of commercial property occurs by private enterprise, landscaping plans shall be submitted to the Public Works Director or his/her designee who shall review the plans and may require the developer to plant trees along any of the streets, parking lots, parks, and other public places abutting lands henceforth developed and/or subdivided.

#### **§ 42-6. Tree planting, maintenance and removal.**

## A. Tree planting.

- (1) Prohibited trees. The owner of property abutting any street may, upon obtaining prior written permission from the Public Works Department, plant trees in the curblawn and street rights-of-way after which they shall become a City tree. The following species shall not be planted in the aforementioned locations: *Populus* Spp., (White Poplar or Aspen); *Acer Negunda*, (Box Elder); *Ailanthus Altissima*, (Tree of Heaven); *Catalpa*, (Catalpa); *Ulmus*, (American, Winged, Slippery, Rock, Cedar, and Siberian elm); *Juglans*, (English Walnut, Butternut, Black Walnut); *Robinia Pseudoacacia*, (Black Locust); *Salix Alba*, (Willow); *Abies*, (Fir); *Alnus*, (Alder); *Betula* Spp., (Paper Birch, Yellow Birch, Sweet Birch, River Birch, and Gray Birch); *Juniperus*, (Common Juniper); *Taxus*, (Yew); *Thuja*, (Cedar); *Sassafras Albidum*, (Sassafras); *Elaeagnus Angustifolia*, (Russian-Olive); *Maclura Pomifera*, (Osage-Orange); *Morus Alba*, (Mulberry); *Prunus Serotina*, (Black Cherry); *Ginkgo Biloba*, (Ginkgo or Maidenhair—female sex).
- (2) Spacing. No trees shall be planted closer together than the following: small trees, 25 feet; medium trees, 35 feet; and large trees, 45 feet. Special landscape plantings may be excepted from this provision upon written approval by the Public Works Department.
- (3) Utilities. No street trees other than those species listed as small or medium trees may be planted under or within 10 lateral feet of any overhead primary electric wire.
- (4) Distance from curb and sidewalk. No trees may be planted any closer to any curb or sidewalk than the following distances: small trees, two feet; medium trees, three feet; and large trees, four feet.
- (5) Exempt trees. Trees planted prior to the enactment of this chapter are exempt from the spacing provisions of this section.

## B. Trees and shrub maintenance.

- (1) City trees.
  - (a) All maintenance performed on trees located in public places, curblawns and street rights-of-way will be performed by the City or its agent unless an exemption is made in writing by the Director of Public Works. Pruning will be conducted according to the National Arborist Association's Pruning Standards for Shade Trees, revised 1988. Future revisions to the National Association's Pruning standards will be accepted as the current revised standard.
  - (b) The minimum clearance of any overhanging portion thereof shall be eight feet over sidewalks and 15 feet over all streets

except major thoroughfares which shall have a clearance of 16 feet.

- (2) Street corner clearance and other visual obstructions.
  - (a) No property owner shall maintain on their property any tree, shrub, hedge or other vegetation at a height greater than three feet above the surface of the street within a distance of 25 feet from the street right-of-way line or as otherwise determined by the City traffic engineer at an intersection corner. No person shall maintain any tree, shrub, hedge or other vegetation anywhere on his/her property which interferes with the clear view of traffic of drivers approaching an intersection.
  - (b) Failure to prune trees, shrubs, hedges or other plantings as required in Subsection B(2)(a) above may result in a written notice to comply from the Director of the Public Works Department.
  - (c) The written notice to comply shall be served by certified mail to the last known address of the property owner.
  - (d) The property owner shall have 21 days from receipt of the notice to comply. Prosecutions for violations of this section may be commenced by issuance of an appearance ticket. The Director of Public Works or his/her designee is authorized to issue and serve such appearance tickets.
  - (e) Any tree, shrub or other planting planted on private property but physically obstructing by overhang or other means the public right-of-way, public street or sidewalk or obstructing street lights, traffic signs or the vision of vehicular traffic shall be pruned by the City in accordance with this section.
- (3) Abuse or mutilation of trees. Unless specifically authorized by the Director of Public Works, or by ordinance, no person, firm, or corporation shall damage, cut, carve, transplant or remove any City tree or street tree nor attach any rope, wire, nails, advertising poster or other contrivance, nor allow any substance which is harmful to such trees to come in contact with them, nor set fire, nor permit any fire to injure such trees.
- (4) Trenching. Open trenching for new utility lines and services in the curblawn, street right-of-way, or public place shall not occur within 1/2 the crown radius of the tree and never closer than one foot of any tree. Boring will be required within those limits.
- (5) Placement of materials. No person, firm, or corporation shall deposit, place, store or maintain upon any public place, curblawn or street right-of-way for more than 15 days any stone, brick, sand, concrete, or other materials within the dripline of any tree which may impede the free passage of water, air or fertilizer to the roots

of any tree, except by written permit of the Director of Public Works.

(6) Overhead tree pruning by utility companies.

(a) All line clearance tree trimming or other construction work requiring tree trimming to trees located in public places, curblawns or street rights-of-way by any utility shall be conducted in accordance with the standards set forth in § 42-6B. Acts of God, the loss of utilities services due to weather and like emergencies constitute an exception to this subsection.

(b) For nonemergency trimming of trees by a utility company, the utility shall provide written notice to the Director of Public Works at least 15 days in advance of the tree trimming. Said notice shall provide the exact location of the proposed trimming. Trimming shall be conducted in accordance with this chapter and the direction of the Director of Public Works.

(c) Line clearance distances shall be:

	<b>Primary</b>	<b>Secondary</b>	<b>Transmission</b>
	<b>(feet)</b>	<b>(feet)</b>	<b>(feet)</b>
Top trimming	5 to 7	1 to 3	6 to 8
Side trimming	4 to 6	1 to 3	10 to 14
Over trimming	6	1 to 3	None

(d) Utility companies shall provide notice to adjacent house addresses of residents prior to curblawn tree pruning activities for nonemergency trimming.

(7) Topping. No person, utility or other party may top any street tree, City tree or tree located at a public place. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from this subsection at the determination of the Director of Public Works.

C. Tree removal. Only the City or its agent may remove street trees or City trees. Any other person requesting to remove street trees or City trees must obtain a permit from the Public Works Department. City trees and street trees may be removed for the following reasons only:

- (1) Where the tree is at least 90% dead;
- (2) Where the tree constitutes a public hazard;
- (3) Where the tree is diseased;
- (4) Where the trees are planted too closely together;

- (5) Where necessary for the installation of public streets, infrastructure improvements or driveways after review by the Tree Committee and the Director of Public Works; or
- (6) Where unique circumstances exist, and request is made for the removal upon the recommendation of the Tree Committee and the Director of Public Works.
- (7) Trees whose roots lift sidewalks or driveways shall not be removed unless it is not possible to remedy the problem by relocating the sidewalk or by cutting and removing roots. Contractors shall provide 15 days notice to the Director of Public Works before commencing such operation. Street trees may not be removed for the installation of new driveways without a permit from the Department of Public Works.
- (8) Trees shall not be removed for the sole reason that the tree roots are clogging the sewers.

**§ 42-7. Permit.**

- A. Unless otherwise permitted by this chapter, no person, firm, or corporation may perform any of the following acts on curblawns, street rights-of-way or public places without first obtaining a permit from the Department of Public Works.
  - (1) Plant trees or shrubs.
  - (2) Remove trees or shrubs.
  - (3) Trim trees or shrubs.
  - (4) Spray trees or shrubs.
  - (5) Tree surgery.
- B. The person, firm, or corporation receiving such permit shall abide by the specifications and standards of practice in this chapter, and shall as a condition of such permit agree to hold the City harmless from any and all liability which might result from the work or activity authorized. Before any permit shall be issued, each applicant shall first file evidence of possession of liability insurance in the minimum amounts as prescribed by the City for bodily injury and property damage indemnifying the City or any person injured or damaged resulting from the pursuit of such activities as herein described.

**§ 42-8. Enforcement authority.**

- A. The responsibility for enforcement of this chapter shall be vested in the Director of Public Works or his/her designee. Prosecutions for violations of this chapter may be commenced by issuance of an appearance ticket. The Director of Public Works or his/her designee is authorized to issue and serve such appearance tickets. A party found to be in violation of

this chapter may be subject to fines and costs up to \$500 and/or 90 days in jail.

- B. No person, firm, or corporation shall hinder, prevent, delay or interfere with the Director of Public Works, City employees or agents of the City engaged in the implementation or enforcement of this chapter. However, nothing herein shall prohibit an interested party from pursuing any legal remedies to which they might have a right.

**§ 42-9. Appealability.**

With the exception of appearance tickets, any enforcement or permitting requirement of this chapter may be appealed in writing to the City Manager's Office.



**APPENDIX D  
ADDITIONAL INFORMATION**



**THE CITY OF KALAMAZOO  
DEPARTMENT OF PUBLIC SERVICES  
ENGINEERING DIVISION**

***PROJECT PLANS***

**Maple Street (Park-Burdick) 2023  
Improvements**

**Bid Reference #: 91300-008.0**

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INDEX OF SHEETS	
SHT NO.	TITLE
1	TITLE SHEET
2	EXISTING AND PROPOSED ROADWAY CROSS SECTIONS
3	LEGEND, NOTES, AND DETAILS
4	MAPLE STREET PLAN STA. 10+30 (P.O.B.) TO STA. 15+85
5	MAPLE STREET PLAN STA. 15+85 TO STA. 22+25
6	MAPLE STREET PLAN STA. 22+25 TO STA. 28+56 (P.O.E.)
7	GRADING PLAN
8	PAVEMENT MARKING AND PERMANENT SIGNAGE PLAN - 1
9	PAVEMENT MARKING AND PERMANENT SIGNAGE PLAN - 2
10	PAVEMENT MARKING AND PERMANENT SIGNAGE PLAN - 3
11	MAINTENANCE OF TRAFFIC PLAN
12	CITY OF KALAMAZOO NOTES AND DETAILS



# CITY OF KALAMAZOO

## 2023 MAPLE STREET

### RESURFACING PROJECT

#### TRAFFIC DATA

MAPLE STREET (PARK ST. TO BURDICK ST.)	YEAR 2022	YEAR 2042
ADT =	5,230	7,770
DHV =	260	70
% COMMERCIAL =	1%	1%
DESIGN SPEED =	25 MPH	
POSTED SPEED =	25 MPH	

#### CITY OF KALAMAZOO OFFICIALS

DAVID ANDERSON	MAYOR
DON COONEY	VICE MAYOR
JEANNE HESS	CITY COMMISSIONER
CHRIS PRAEDEL	CITY COMMISSIONER
QIANNA DECKER	CITY COMMISSIONER
STEPHANIE HOFFMAN	CITY COMMISSIONER
ESTEVEN JUAREZ	CITY COMMISSIONER
JAMES K. RITSEMA	CITY MANAGER
JAMES BAKER, PE	DEPT OF PUBLIC WORKS DIRECTOR

#### LOCAL UTILITIES

**SEWER, WATER & STORM:**  
CITY OF KALAMAZOO  
241 W SOUTH STREET  
KALAMAZOO, MI 49007  
WILL EICHELBERGER  
eichelbergerw@kalamazoocity.org

**ELECTRIC & STREET LIGHTS:**  
CONSUMERS ENERGY  
2500 EAST CORK ST.  
KALAMAZOO, MI 49001  
ANDRE TAYLOR  
(269) 337-2245  
andre.taylor@cmsenergy.com

**GAS:**  
CONSUMERS ENERGY  
2500 EAST CORK ST.  
KALAMAZOO, MI 49001  
KYLE OAK  
(269) 337-2366  
kyle.oak@cmsenergy.com

**TELEPHONE:**  
AT&T  
2919 MILLCORK ROAD  
KALAMAZOO, MI 49001  
LASHAUNDRA WILSON  
lw1232@att.com  
PHIL BARDOZ  
pb3132@att.com

**FIBER OPTIC:**  
COMCAST  
MICHIGAN RELOCATION TEAM  
CENHRT-MI\_Comcast\_Relo@comcast.com

**FIBER OPTIC:**  
ZAYO BANDWIDTH  
GREG BABINSKI  
greg.babinski@zayo.com

**TELEPHONE:**  
METRONET  
133800 E. MICHIGAN AVE.  
GALESBURG, MI 49053  
KIRK KIMMEL  
(616) 239-9139  
kirk.kimmel@metronet.com

**CABLE TV:**  
CHARTER COMMUNICATIONS  
4176 COMMERCIAL AVE.  
PORTAGE, MI 49002  
DAN BIELACZYC  
dan.bielaczyc@charter.com  
ASHLEY MARCOLETTE  
ashley.marcolette@ccisystems.com  
twc\_utility\_requests@ccisystems.com

**CABLE TV:**  
COMCAST  
MICHIGAN RELOCATION TEAM  
CENHRT-MI\_Comcast\_Relo@comcast.com  
CAMILLA DEAN  
Pcomcast@teamsigma.com

**FIBER OPTIC:**  
CENTURY LINK  
cl\_jirth\_comm@irth.com  
SADIE HULL  
sadie.hull@umen.com  
HOLDEN BOYDEN  
holden.boyden@umen.com  
relocations@umen.com  
DAVID HUCKFELDT  
dave.huckfeldt@umen.com

#### MDOT STANDARD PLANS

R-28-J SIDEWALK RAMP AND DETECTABLE WARNING DETAILS  
R-29-I DRIVEWAY OPENINGS & APPROACHES AND CONCRETE SIDEWALKS

#### MDOT TRAFFIC AND SAFETY STANDARD PLANS

WZD-100-A GROUND DRIVEN SIGN SUPPORTS FOR TEMPORARY SIGNS\*  
WZD-125-E TEMPORARY TRAFFIC CONTROL DEVICES\*  
110-TR-NFW-2L TEMPOTARY TRAFFIC CONTROL TYPICALS\*  
\* DENOTES SPECIAL/MODIFIED DETAIL

#### NOTES:

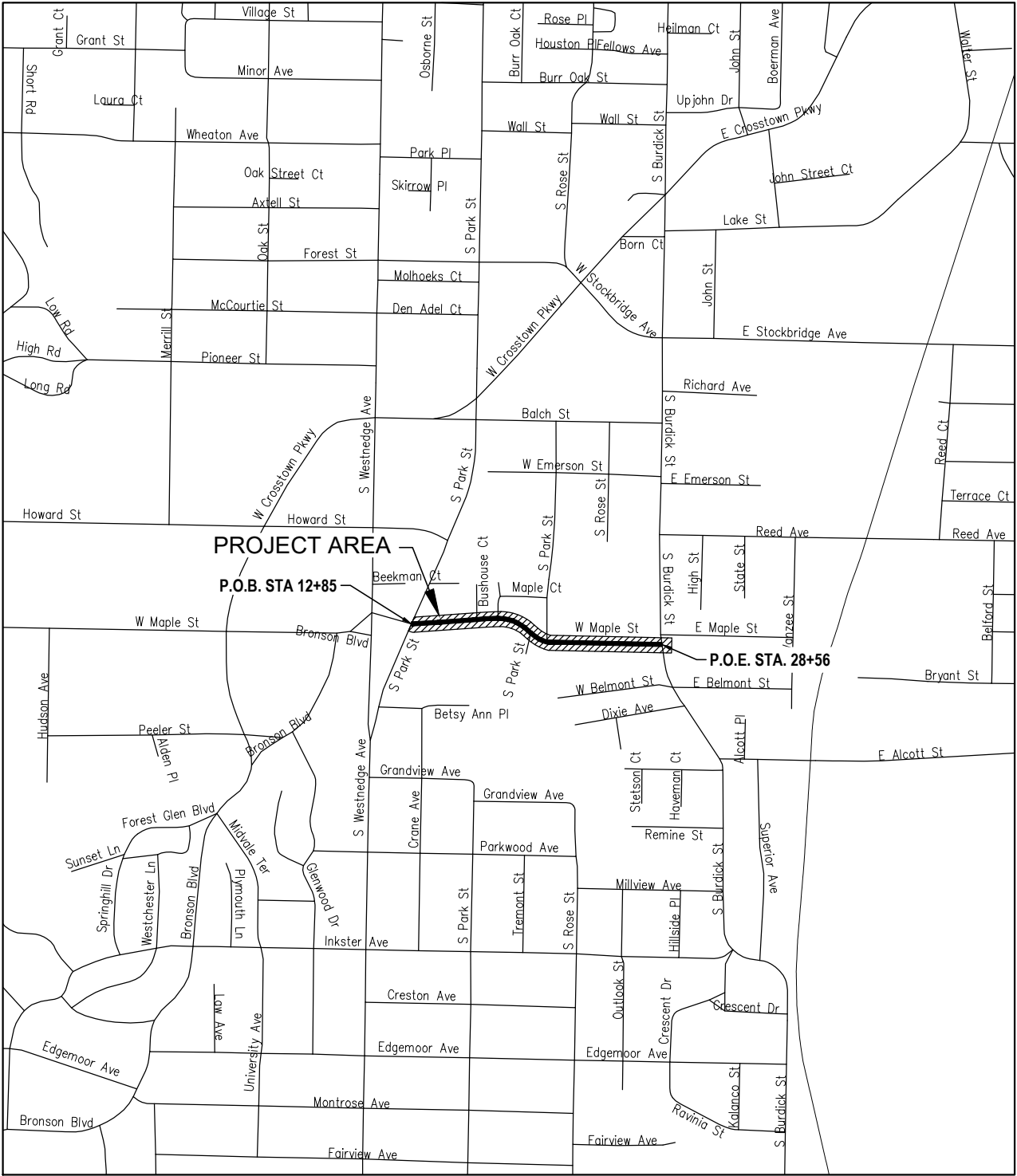
EXCEPT WHERE OTHERWISE INDICATED ON THESE PLANS OR IN THE PROPOSAL AND SUPPLEMENTAL SPECIFICATIONS CONTAINED THEREIN, ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE 2020 MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION.

PROJECT BEARINGS AND HORIZONTAL CONTROL ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT).

ELEVATIONS ARE RELATED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, AS DERIVED FROM GPS OBSERVATIONS CONNECTED TO THE MICHIGAN CONTINUOUSLY OPERATING REFERENCE STATION REAL-TIME NETWORK.



COUNTY KEY  
NOT TO SCALE



PROJECT LOCATION MAP  
NOT TO SCALE

#### CALL MISS DIG

1-800-482-7171 OR 811

FOR PROTECTION OF THE UNDERGROUND UTILITIES, THE CONTRACTOR SHALL CALL MISS DIG A MINIMUM OF THREE FULL WORKING DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS PRIOR TO BEGINNING CONSTRUCTION OPERATIONS. MEMBERS WILL THUS BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE PART OF THE "MISS DIG" ALERT SYSTEM.



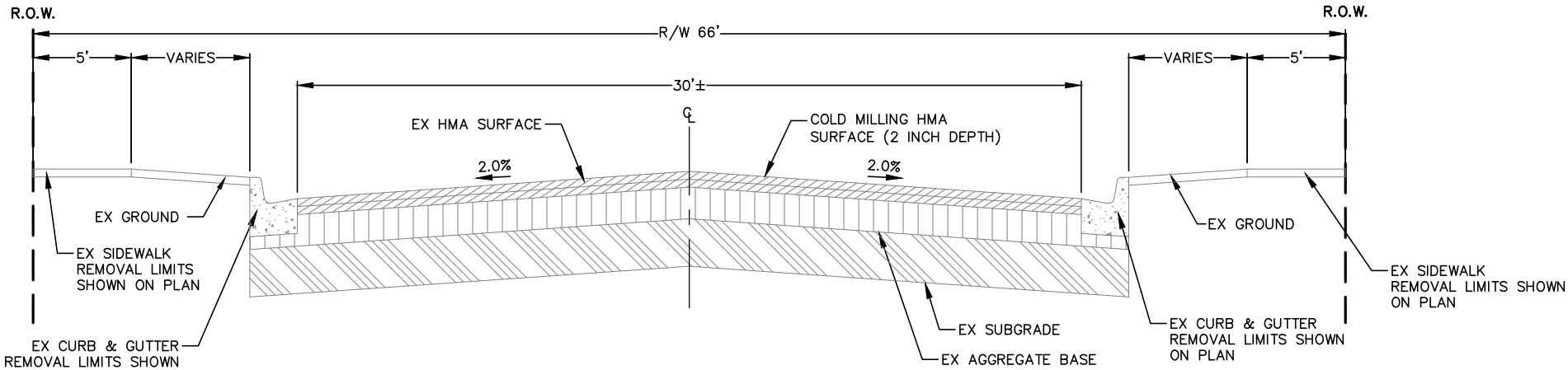
Know what's below.  
Call before you dig.



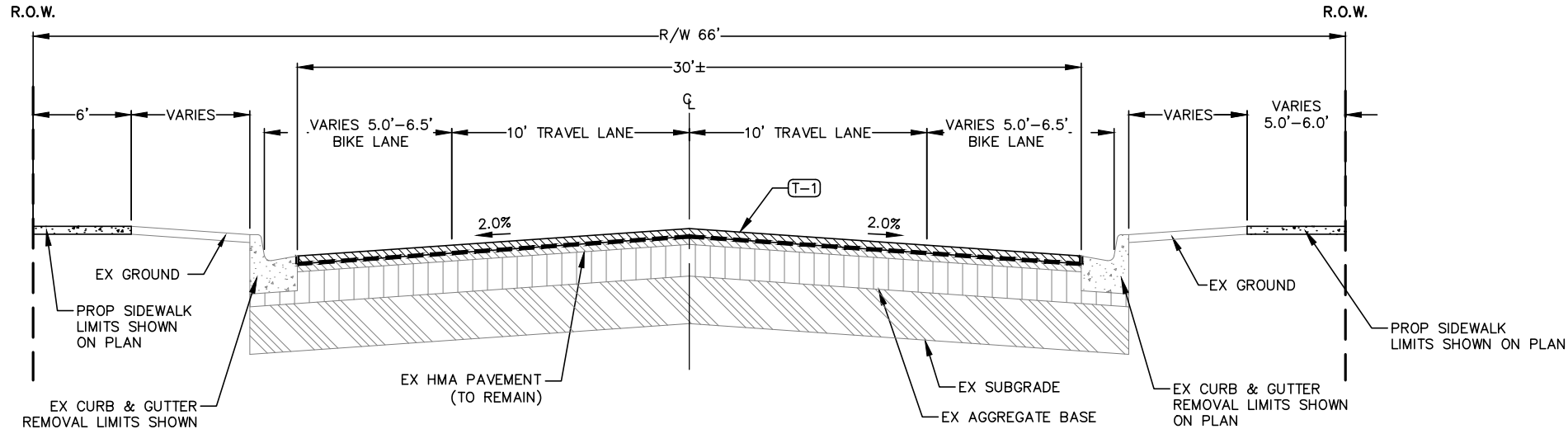
DATE: JANUARY 2023  
Engineering Architecture Land Surveying  
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1 OF 10 MAPLE STREET RESURFACE PROJECT  
CITY OF KALAMAZOO  
PROJECT# 22-0208

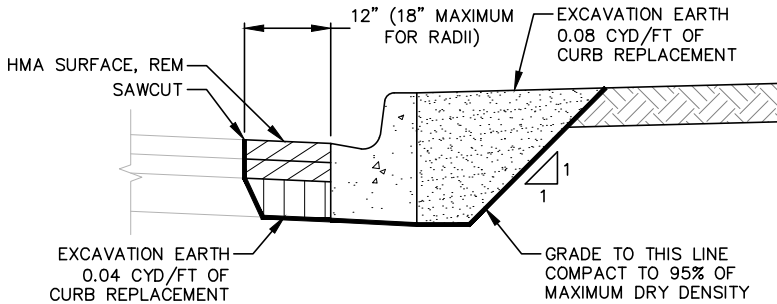
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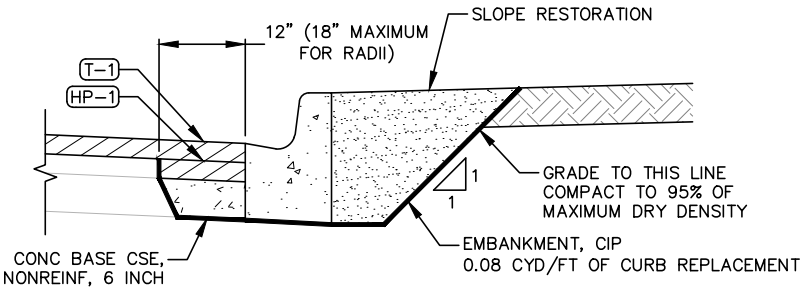
EXISTING ROADWAY SECTION  
MAPLE STREET  
(NOT TO SCALE)



PROPOSED ROADWAY RESURFACING SECTION  
MAPLE STREET  
(NOT TO SCALE)



EX CURB AND GUTTER REMOVALS  
(NOT TO SCALE)



CURB AND GUTTER REPLACEMENT  
(NOT TO SCALE)

Miscellaneous Quantities  
THE FOLLOWING ITEMS SHALL BE DONE AS THEY  
APPLY THROUGHOUT THE PROJECT AS DIRECTED BY  
THE ENGINEER. THESE ITEMS ARE NOT DETAILED OR  
INCLUDED IN THE PLAN SHEETS

	Unit	Sht 2 Quantity
Mobilization, Max	LSUM	1
Curb and Gutter, Rem	Ft	25
Sidewalk, Rem	Syd	10
Erosion Control, Inlet Protection, Fabric Drop	Ea	18
Subbase, CIP	Cyd	20
Geotextile, Separator	Syd	60
Dr Structure Cover, Type B, Modified	Ea	3
Dr Structure Cover, Type K, Modified	Ea	1
Dr Structure, Reconstruct	Ea	5
Hand Patching	Ton	10
Cement	Ton	5
Reinforcement, Steel Mesh	Lb	140
Curb and Gutter, Conc, Det C4	Ft	25
Sidewalk, Conc, 4 inch	Sft	90
Monument Box	Ea	2
Monument Preservation	Ea	2

HMA APPLICATION TABLE

ID	MIXTURE	RATE (LBS/SYD)	PERFORMANCE GRADE	TYPE
(T-1)/(HA-1)	HMA, 36A	220	58 - 28	WEARING COURSE (AWI=260)
(HP-1)	HMA, 13A	220	58 - 28	BASE LEVELING COURSE

NOTES:

- HMA BOND COAT 0.05 TO 0.15 GAL/SYD REQUIRED BETWEEN ASPHALT LIFTS. ENSURE FULL COVERAGE OF ASPHALT SURFACE WITH BOND COAT PRIOR TO PAVING. (NOT A PAY ITEM)
- APPLY BOND COAT TO VERTICAL SURFACES OF ALL EXISTING HMA OR CONCRETE PAVEMENT, CURBS, AND GUTTERS ADJACENT TO NEW HMA PAVEMENT.
- APPLY BOND COAT TO VERTICAL SURFACES OF PREVIOUSLY PLACED HMA PAVEMENT WITH THE TEMPERATURE OF THE PREVIOUSLY PLACED PAVEMENT FALLS BELOW 170°F OR WHEN AIR TEMPERATURE IS BELOW 50°F.
- CHIPPING OF REMAINING ASPHALT AT BUTT JOINTS, CURB LINES, MONUMENT BOXES, WATER VALVE BOXES, AND DRAINAGE STRUCTURES SHALL BE INCLUDED IN THE PAY ITEM: "COLD MILLING, HMA SURFACE"
- PLACE W8-1 "BUMP" WARNING SIGNS A MINIMUM OF 50 FEET IN ADVANCE OF TRANSITION MILLING LIMITS ALL NAMED CROSS STREETS.
- PROVIDE GRADE 3500 CONCRETE FOR CONCRETE DRIVEWAYS. CONCRETE CURBS, CONCRETE SIDEWALK, CURB RAMPS, AND CURB RAMP OPENINGS. PROVIDE CONCRETE GRADE 3000 OR 3500 MAY BE USED FOR CONC BASE COURSE.

HATCH LEGEND

	EX HMA		AGGREGATE BASE		SUBBASE, CIP OR SUBGRADE
	PROP HMA SURFACE		CONCRETE		TOPSOIL/TURF



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Benton Harbor, MI 49023  
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F 269.927.1017  
abonmarche.com

Lafayette  
Portage  
South Bend  
Valparaiso  
Hobart

Benton Harbor  
Ft. Wayne  
Goshen  
Grand Haven  
Hobart

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CITY OF KALAMAZOO  
2022 LOCAL STREET  
MAPLE STREET RESURFACING

EXISTING AND PROPOSED  
ROADWAY CROSS SECTIONS

DRAWN BY: JLW  
DESIGNED BY: DAD  
PM REVIEW: DAD  
QA/QC REVIEW:  
DATE: JANUARY 2023  
SCALE: HORZ: 1" = 10'  
VERT: N/A  
ACI JOB #: 22-0208  
SHEET NO.

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GENERAL NOTES:

1. MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2020 EDITION SHALL PREVAIL, UNLESS INDICATED OTHERWISE.
2. THREE WORKING DAYS PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL REQUEST THE LOCATION OF ALL UTILITIES BY CALLING MISS DIG. REGARDLESS OF DURATION, NO EXCAVATION WORK SHALL BE UNDERTAKEN UNTIL MISS DIG TICKETS HAVE CLEARED.
3. THE CONTRACTOR SHALL INCLUDE TWO (2) SETS OF TWO (2) HMA EXTRACTION TESTS, PER MIX, BY AN INDEPENDENT CONSULTANT AND PROVIDE THE TESTING RESULTS TO THE ENGINEER. THE FIRST SET OF TESTS SHALL BE CONDUCTED DURING PLACEMENT OF THE FIRST 500 TONS OF ASPHALT. THE SECOND SET OF TESTS SHALL BE CONDUCTED AFTER 50% OF THE TOTAL TONNAGE FOR THE PROJECT HAS BEEN PLACED. PAYMENT FOR THIS TESTING WORK IS TO BE INCLUDED IN HMA RELATED ITEMS OF WORK.
4. ALL MOBILIZATION COSTS ARE TO BE INCLUDED IN OTHER ITEMS OF WORK.
5. TRAFFIC CONTROL SHALL COMPLY WITH MDOT CURRENT STANDARD SPECIFICATIONS FOR CONSTRUCTION, STANDARD PLANS, AND THE CURRENT MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

5.1. SUBMIT DRAWINGS FOR PROPOSED DETOUR ROUTES AND CLOSURES. PROVIDE THE ENGINEER AND THE OWNER A MINIMUM OF 48 HOURS NOTICE AND RECEIVE APPROVAL BEFORE IMPLEMENTING A LANE CLOSURE OR DETOUR.

5.2. IMPLEMENT FLAG CONTROL AND MAINTAIN ONE THROUGH LANE AT ALL ITEMS. THE COST FOR FLAG CONTROL SHALL BE INCLUDED IN OTHER ITEMS OF WORK.
6. ASPHALT MATERIALS SHALL BE AS FOLLOWS:

6.1. TOP COURSE: HMA, 36A

6.2. LEVELING COURSE: HMA, 13A

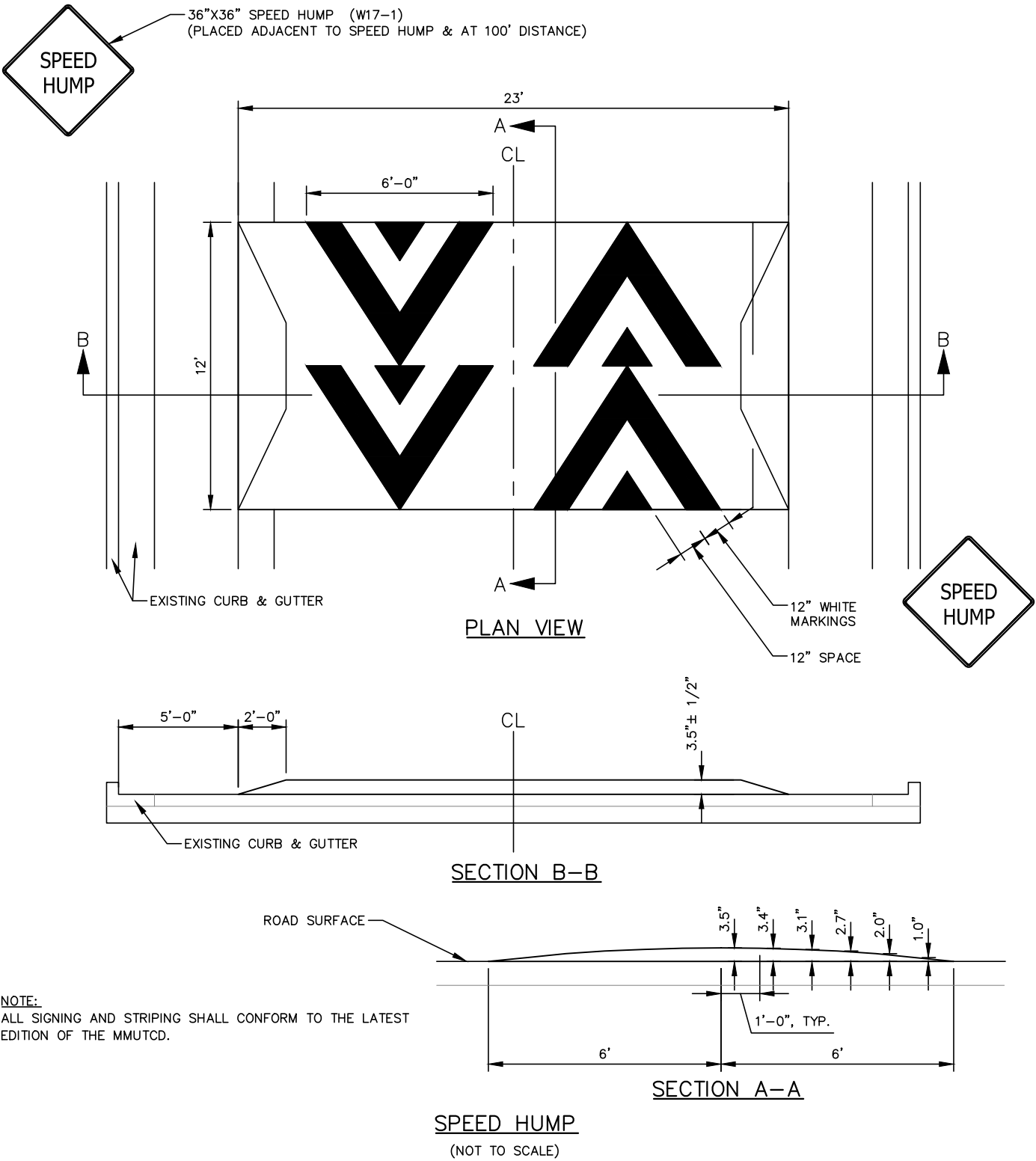
6.3. PERFORMANCE GRADE: 58-28

6.6. AGGREGATE WEAR INDEX (AWI): 260 (FOR TOP COURSES)

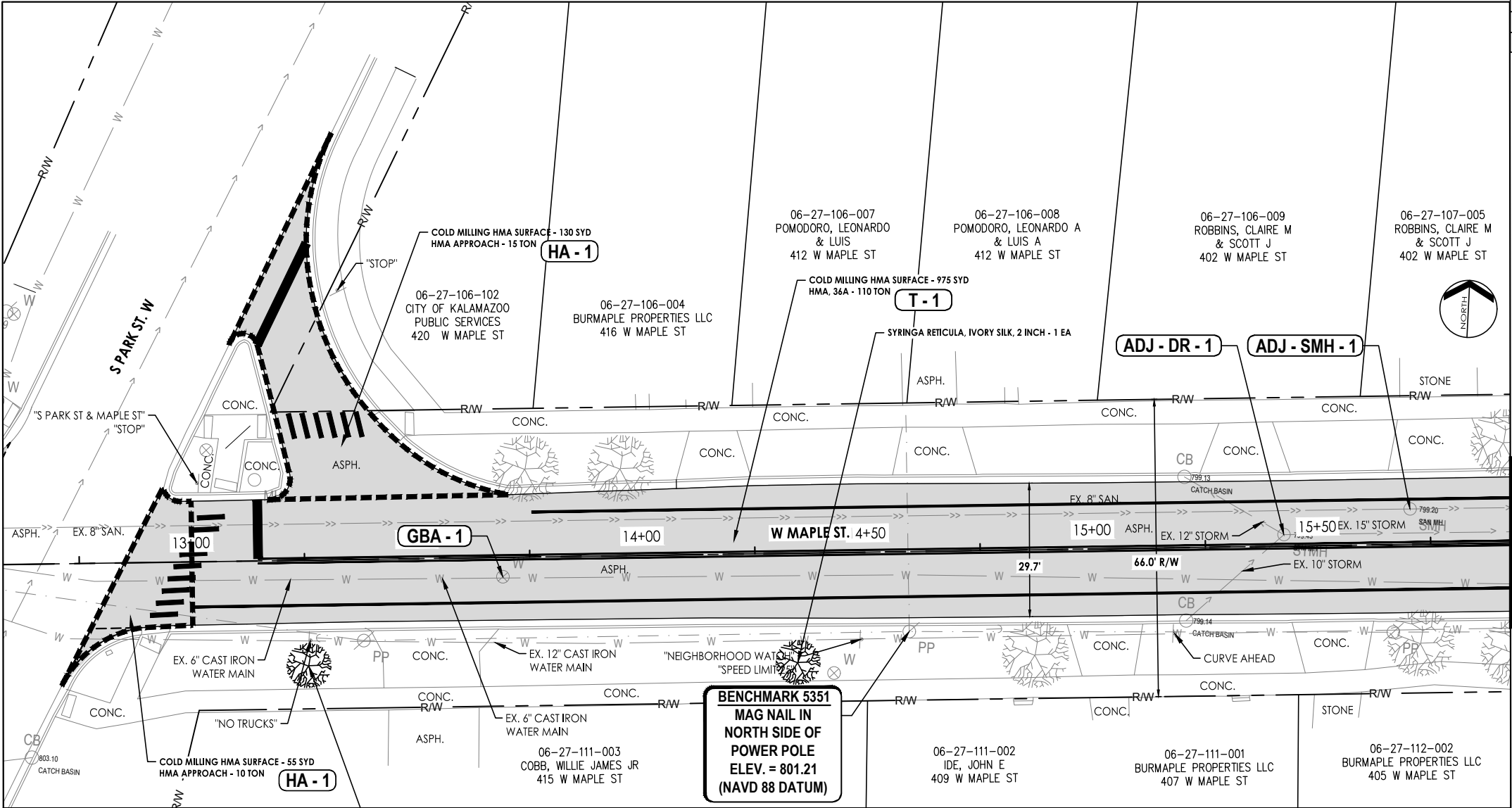
6.7. BOND COAT: SH-1H, CSS 1-H (APPLICATION RATE: 0.05 - 0.15 GAL/SYD)
7. LONGITUDINAL PAVEMENT MARKINGS SHALL BE WATERBORNE. TRANSVERSE PAVEMENT MARKINGS, ARROWS, CROSSHATCHING AND SYMBOLS SHALL BE OVERLAY COLD PLASTIC OR POLYUREA.
8. OWNER SHALL FURNISH REPLACEMENT SANITARY MANHOLE CASTINGS, WHERE DESIRED, FOR INSTALLATION BY THE CONTRACTOR ON EXISTING STRUCTURES.
9. ALL DETECTABLE WARNING SURFACES SHALL BE MADE OF COLONIAL RED COMPOSITE OR CAST IRON.
10. ALL FLEXIBLE DELINEATORS SHALL BE PEXCO FG 300 SERIES OR APPROVED EQUAL.

STANDARD LEGEND

CB	= CATCH BASIN	∅ <sub>PP/D</sub>	= POWER POLE W/DROP	— W —	= EXISTING WATER MAIN
CB	= CURB CATCH BASIN	∅ <sub>UP/L</sub>	= UTILITY POLE W/STREET LIGHT	—>>—>>—	= EXISTING SANITARY SEWER
.E	= ELECTRIC LOCATION	∅ <sub>CO</sub>	= SANITARY CLEANOUT	—>—>—	= EXISTING STORM SEWER
∅ <sub>EMH</sub>	= ELECTRIC MANHOLE	∅ <sub>SMH</sub>	= SANITARY MANHOLE	— . . . —	= OVERHEAD UTILITIES
⊗ <sup>E</sup>	= ELECTRIC METER	∅ <sub>SIR</sub>	= SET IRON ROD	— G —	= GAS MAIN/LINE
∅	= FIRE HYDRANT	⊗	= SIGN POST	— T —	= BURIED TELEPHONE
∅ <sub>FL</sub>	= FLAG POLE	. <sup>XX</sup>	= SOIL BORING LOCATION	— FOC —	= BURIED FIBER OPTIC
● <sub>FMON</sub>	= FOUND MONUMENT	∅ <sub>STMH</sub>	= STORM MANHOLE	— E —	= ELECTRICAL
● <sub>FIP</sub>	= FOUND IRON PIPE	+	= STREET SIGN	— . . . —	= BURIED ELECTRICAL
● <sub>FIR</sub>	= FOUND IRON ROD	. <sup>T</sup>	= TELEPHONE LOCATION	— — — —	= CHAINLINK FENCE
● <sub>FX</sub>	= FOUND X	∅ <sub>TMH</sub>	= TELEPHONE MANHOLE	— X — X — X —	= WIRE FENCE
.G	= GAS LOCATION	Δ <sup>T</sup>	= TELEPHONE PEDESTAL	— — — —	= WOOD FENCE
∅ <sub>GMH</sub>	= GAS MANHOLE	∅ <sub>TP</sub>	= TELEPHONE POLE	— PW —	= PROP WATERMAIN
⊗ <sup>G</sup>	= GAS METER	↖	= TRAFFIC SIGN	— WS — WS —	= PROP WATERMAIN SERVICE
⊗ <sup>G</sup>	= GAS VALVE	∅ <sub>UP</sub>	= UTILITY POLE	— SS — SS —	= PROP SANITARY SERVICE
∅ <sub>MH</sub>	= GENERAL MANHOLE	∅ <sub>UP/D</sub>	= UTILITY POLE W/DROP	— R/W — — R/W —	= RIGHT OF WAY
□	= GUARD POST	∅ <sub>UP/L</sub>	= UTILITY POLE W/STREET LIGHT		
.	= GUARDRAIL	⊗ <sup>CS</sup>	= WATER CURB STOP		
⊗ <sup>G</sup>	= GUY POLE	. <sup>W</sup>	= WATER LOCATION		
→	= GUY WIRE	∅ <sub>WMH</sub>	= WATER MANHOLE		
∅ <sub>LP</sub>	= LIGHT POLE	⊗ <sup>W</sup>	= WATER METER		
□	= MAIL BOX	⊗ <sup>W</sup>	= WATER VALVE		
∅ <sub>PP</sub>	= POWER POLE				



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SEE SHEET 5

Quantities Item Description	Unit	Sht 4 Quantity
Dr Structure Cover, Adj, Case 1, Modified	Ea	1
Cold Milling HMA Surface	Syd	1150
HMA, 36A	Ton	110
HMA Approach	Ton	25
Syringa reticulata 'Ivory Silk', 2 inch	Ea	1
Zelkova serrata 'JFS-KWI' TM, 2 inch	Ea	1
Gate Box, Reconst, Case 1	Ea	1
Sanitary Structure Cover, Adj, Case 1, Modified	Ea	1

LEGEND

COLD MILLING AND RESURFACING

HAND PATCHING

DRIVEWAY, NONREINF CONC, 6 INCH

AGGREGATE SURFACE, CSE

SLOPE RESTORATION, TYPE E, MODIFIED

STRUCTURE COVER, ADJ, CASE 1, MODIFIED

TEMPORARY LOWER, COVER TYPE

HMA APPROACH

SIDEWALK RAMP, CONC, 6 INCH

SIDEWALK, CONC, 4 INCH

SIDEWALK, CONC, 6 INCH

DETECTABLE WARNING SURFACE, CAST IRON

GATE BOX, RECONST CASE 1

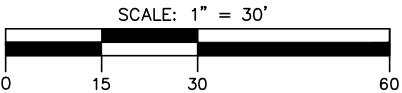
HMA APPROACH (MIX DESIGNATION)

ADJ - -

TL - -

GBA -

HA - 1



NO.	REVISION DESCRIPTION:	BY:	DATE:
-----	-----------------------	-----	-------

ABONMARCHÉ

95 West Main Street  
Benton Harbor, MI 49023  
T 269.927.2295  
F 269.927.1017  
abonmarche.com

PROJECT:

CITY OF KALAMAZOO  
2022 LOCAL STREET  
MAPLE STREET RESURFACING

SHEET TITLE:

MAPLE STREET PLAN  
STA. 10+30 (P.O.B.) TO  
STA. 15+85

DRAWN BY:  
JLW

DESIGNED BY:  
DAD

PM REVIEW:  
DAD

QA/QC REVIEW:

DATE:  
JANUARY 2023

SCALE:  
HORZ: 1" = 30'  
VERT: N/A

ACI JOB #  
22-0208

SHEET NO.  
4 of 12

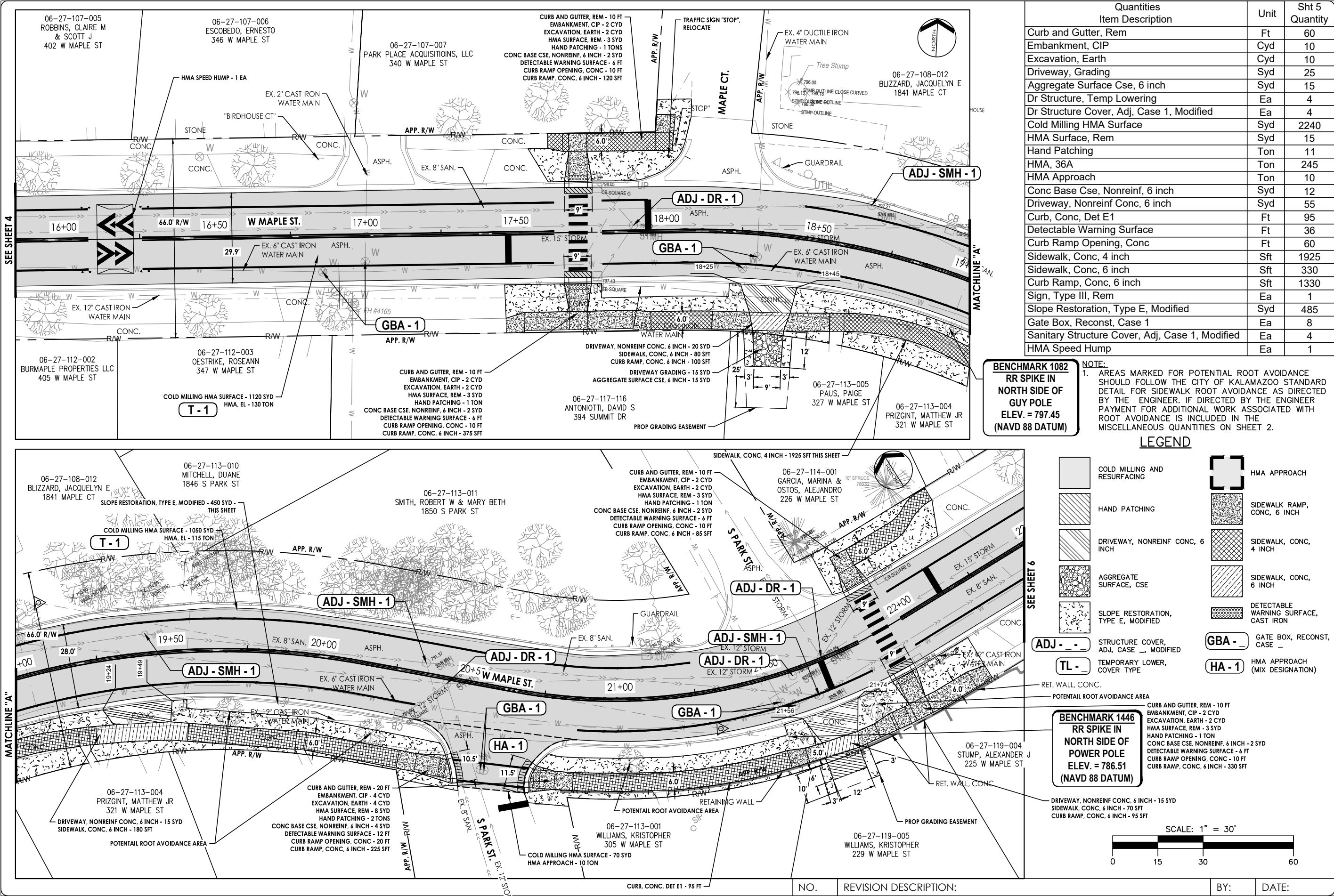
Lafayette  
Portage  
South Bend  
Valparaiso

Benton Harbor  
Ft. Wayne  
Goshen  
Grand Haven  
Hobart

Engineering Architecture Land Surveying

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**ABONMARCHÉ**

**CITY OF KALAMAZOO**

**2022 LOCAL STREET**

**MAPLE STREET RESURFACING**

**PROJECT:**

**MAPLE STREET PLAN**

**STA. 15+85 TO STA. 22+25**

**DRAWN BY:** JLW

**DESIGNED BY:** DAD

**PM REVIEW:** DAD

**QA/QC REVIEW:**

**DATE:** JANUARY 2023

**SCALE:** HORIZ: 1" = 30' VERT: N/A

**ACI JOB #** 22-0208

**SHEET NO.** 5 of 12

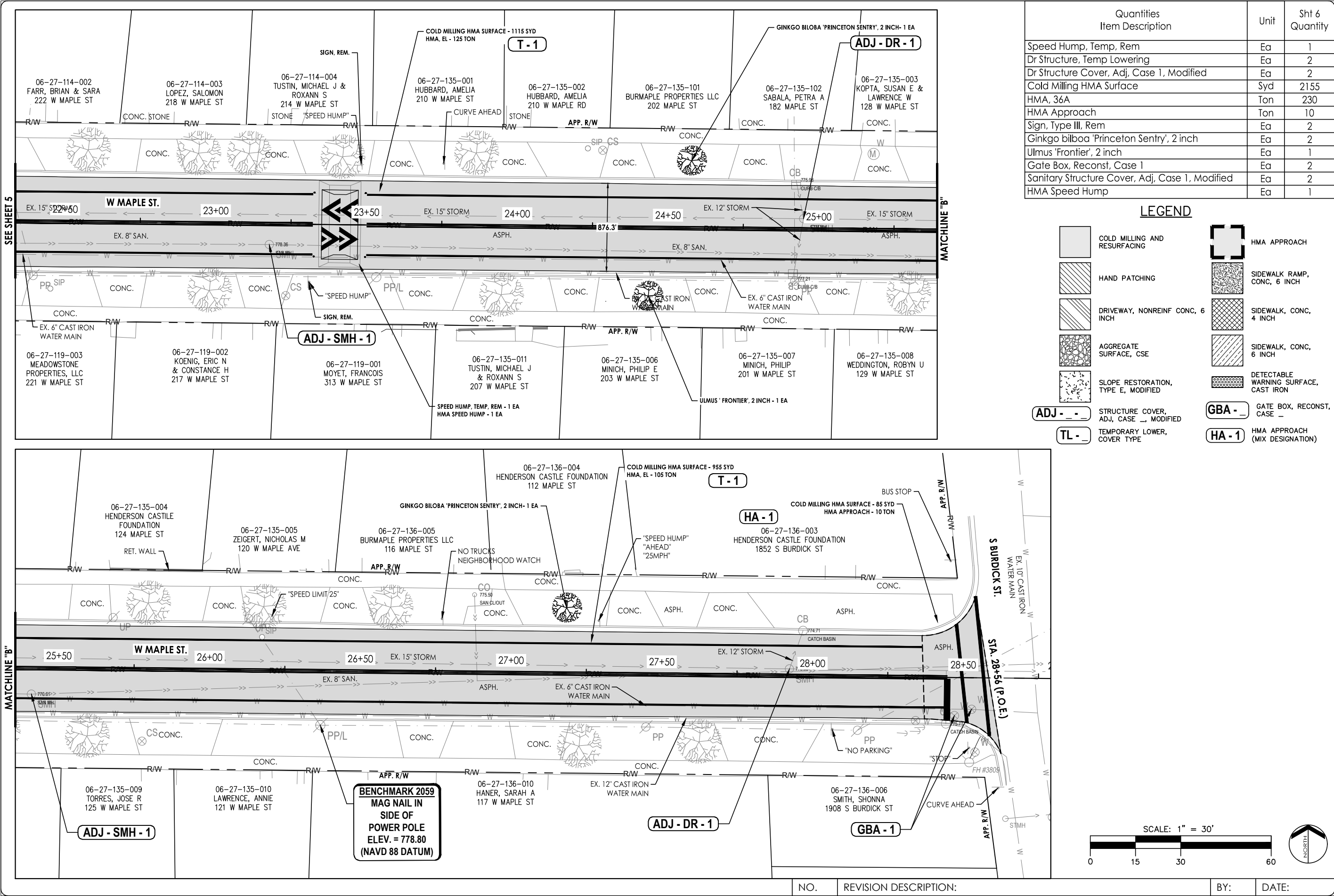
**CONTACT:**

Lafayette  
Portage  
South Bend  
Valparaiso

Benton Harbor  
Ft. Wayne  
Goshen  
Grand Haven  
Hobart

95 West Main Street  
Benton Harbor, MI 49023  
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F 269.927.1017  
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Engineering Architecture Land Surveying  
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**CITY OF KALAMAZOO**  
**2022 LOCAL STREET**  
**MAPLE STREET RESURFACING**

PROJECT:

SHEET TITLE:

DRAWN BY: **JLW**

DESIGNED BY: **DAD**

PM REVIEW: **DAD**

QA/QC REVIEW:

DATE: **JANUARY 2023**

SCALE: **HORZ: 1" = 30'**  
**VERT: N/A**

ACI JOB # **22-0208**

SHEET NO. **6 of 12**

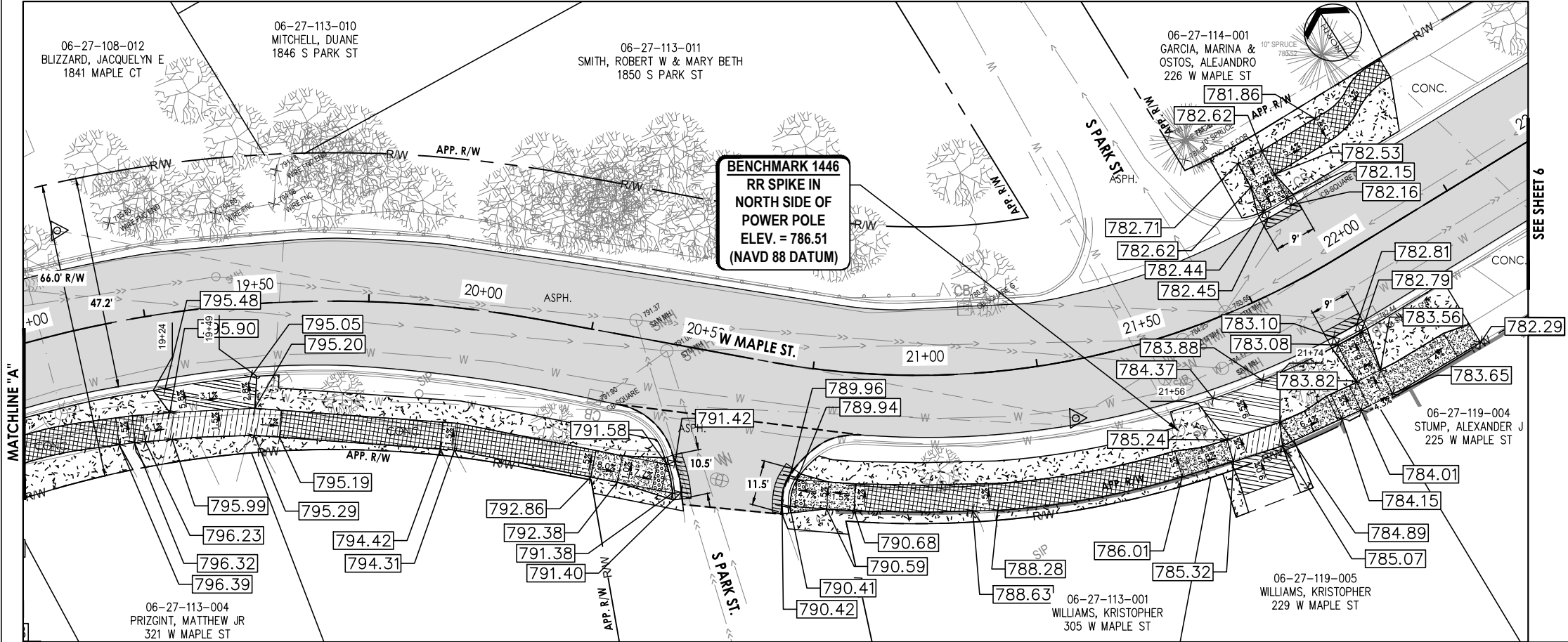
Lafayette  
Portage  
South Bend  
Valparaiso

Benton Harbor  
Fl. Wayne  
Goshen  
Grand Haven  
Hobart

95 West Main Street  
Benton Harbor, MI 49023  
T 269.927.2295  
F 269.927.1017  
abonmarche.com

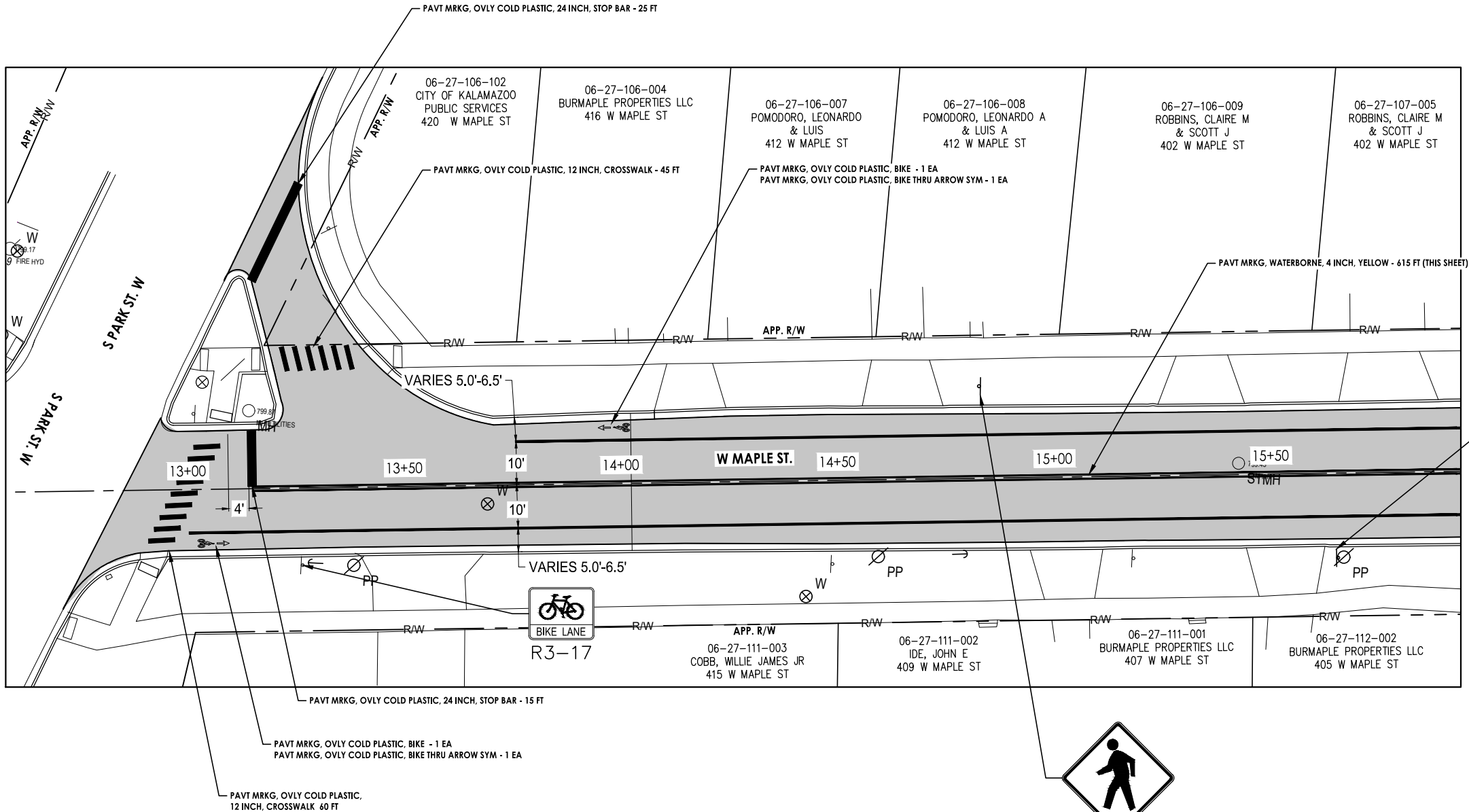
Engineering Architecture Land Surveying  
COPYRIGHT 2022 - ABONMARCHÉ CONSULTANTS, INC.

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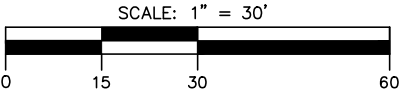


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Quantities Item Description	Unit	Sht 8 Quantity
Post, Steel, 3 lb	Ft	42
Sign, Type IIIB	Sft	16
Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk	Ft	105
Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	Ft	40
Pavt Mrkg, Ovly Cold Plastic, Bike	Ea	4
Pavt Mrkg, Waterborne, 4 inch, Yellow	Ft	615
Pavt Mrkg, Waterborne, 6 inch, White	Ft	540
Pavt Mrkg, Ovly Cold Plastic, Bike Thru Arrow Sym	Ea	4

NOTE:  
1. FURNISH ALL PEDESTRIAN AND BICYCLE SIGNAGE WITH BLACK LEGEND ON FLUORESCENT YELLOW-GREEN BACKGROUND.



NO.	REVISION DESCRIPTION:	BY:	DATE:
-----	-----------------------	-----	-------

**ABONMARCHE**

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F 269.927.1017  
abonmarche.com

Benton Harbor  
Fl. Wayne  
Goshen  
Grand Haven  
Hobart

Lafayette  
Portage  
South Bend  
Valparaiso

Engineering Architecture Land Surveying

PROJECT:

CITY OF KALAMAZOO  
2022 LOCAL STREET  
MAPLE STREET RESURFACING

SHEET TITLE:

PAVEMENT MARKING AND  
PERMANENT SIGNAGE  
PLAN - 1

DRAWN BY:

JLW

DESIGNED BY:

DAD

PM REVIEW:

DAD

QA/QC REVIEW:

DATE:

JANUARY 2023

SCALE:

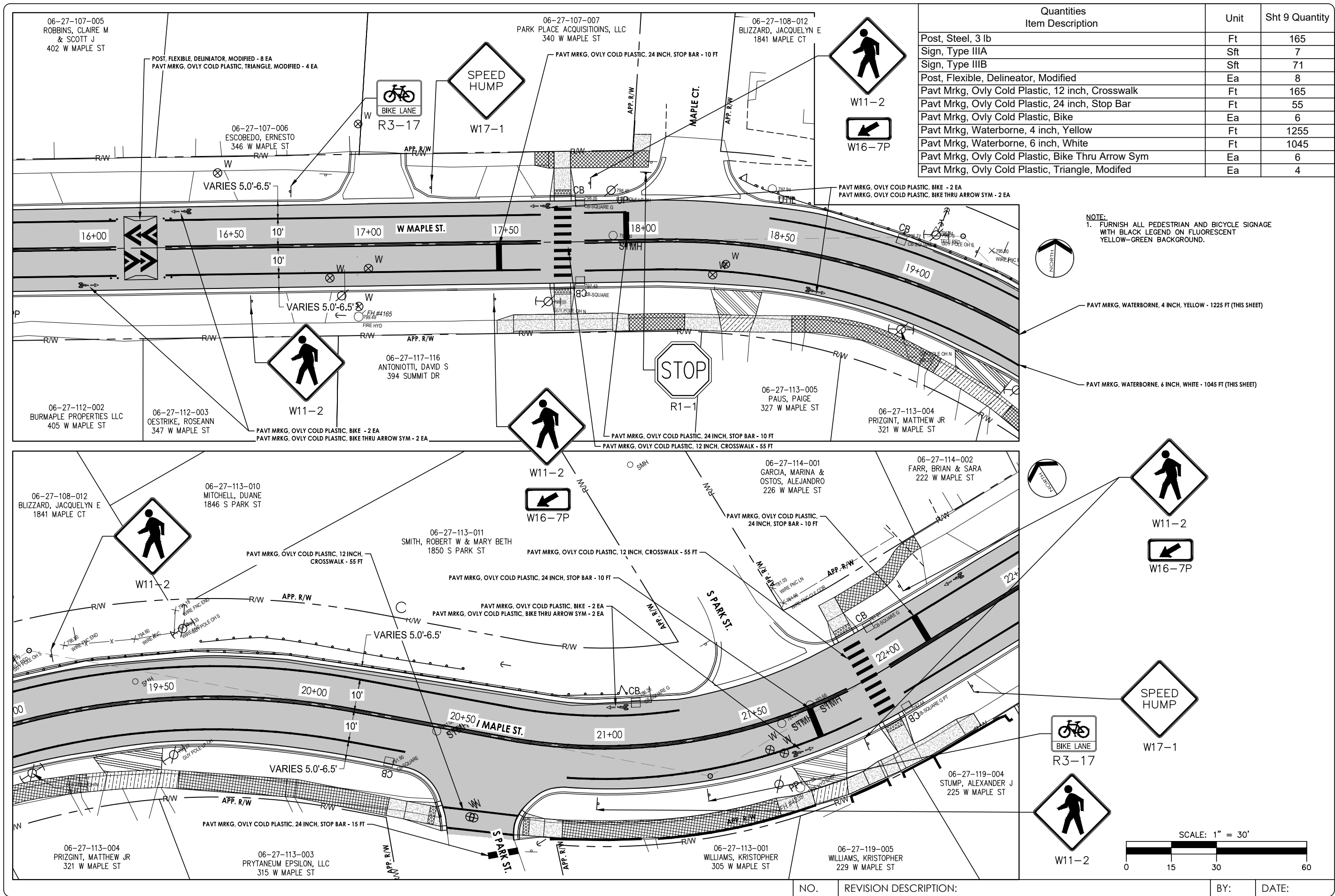
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VERT: N/A

ACI JOB #

22-0208

SHEET NO.

8 of 12



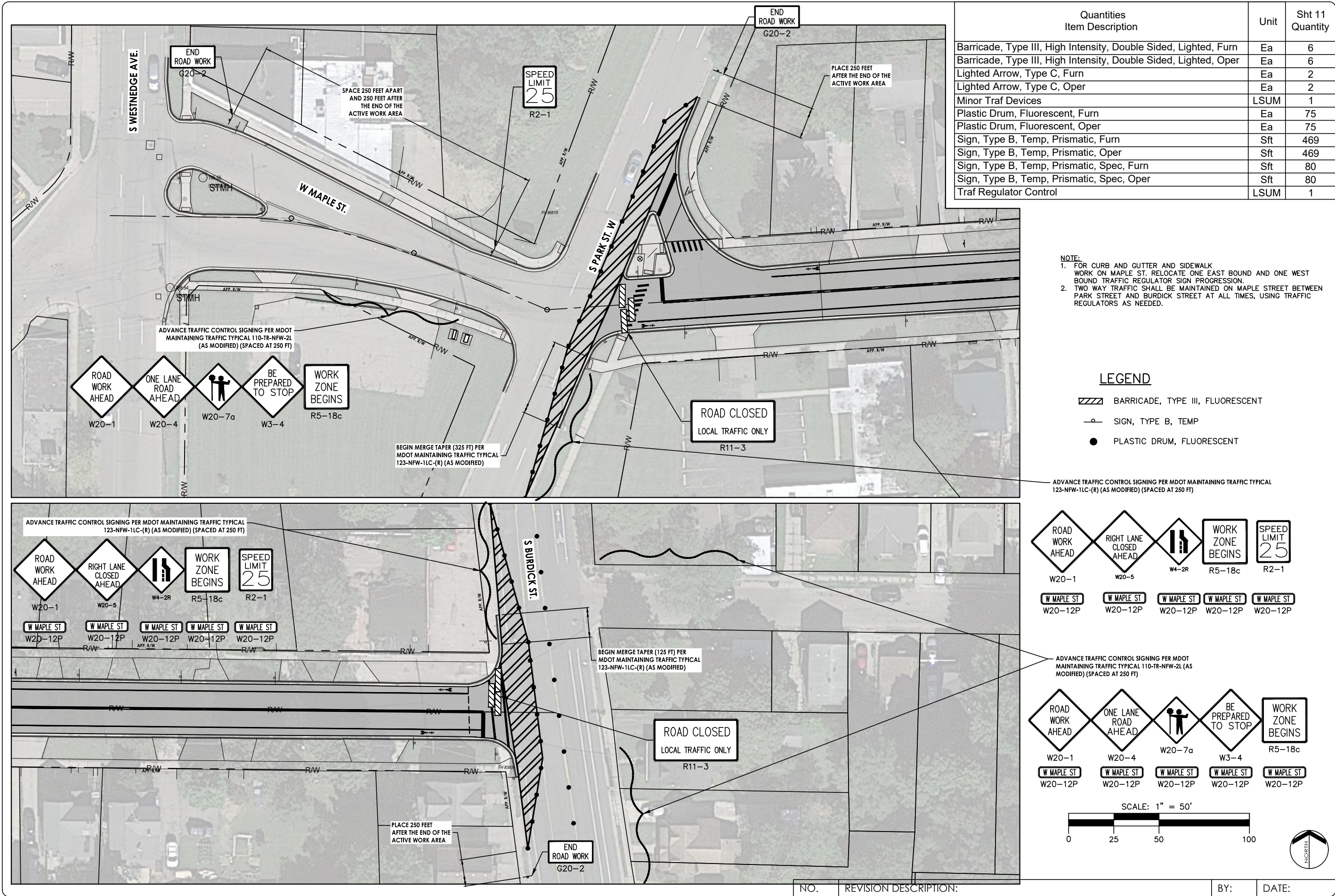
**NOTE:**  
1. FURNISH ALL PEDESTRIAN AND BICYCLE SIGNAGE WITH BLACK LEGEND ON FLUORESCENT YELLOW -GREEN BACKGROUND.

Engineering · Architecture · Land Surveying

# PAVEMENT MARKING AND PERMANENT SIGNAGE PLAN - 3

DRAWN BY:	<b>JLW</b>
DESIGNED BY:	<b>DAD</b>
PM REVIEW:	<b>DAD</b>
QA/QC REVIEW:	
DATE:	<b>JANUARY 2023</b>
SCALE:	<b>HORIZ: 1" = 30'</b> <b>VERT: N/A</b>
ACI JOB #	<b>22-0208</b>
SHEET NO.	








REMOVALS

REMOVE SIDEWALK IN EITHER DIRECTION TO ALLOW FOR 5% (8.33% MAX) OR LESS RUNNING SLOPE FOR NEW SIDEWALK

		DEPARTMENT OF PUBLIC SERVICES - Engineering	
<h1>STANDARD DETAILS</h1>			
CITY OF KALAMAZOO			
SURVEYED N/A DESIGNED GHW		SCALE REVISIONS	
DRAWN GHW CHECKED GHW		1. 12.18.20 -- App base depth & option of 2C base	
DATE PROJ # XXX-XX		HORIZONTAL NOT TO SCALE DATE 11/26/2020	

**GENERAL NOTES:**

- MDOT STANDARD PLANS R-28-J, R-29-I, R-30-G, AND R-44-F SHALL BE FOLLOWED IN CONJUNCTION WITH THESE STANDARD PLANS
- ALL SAW CUTTING SHALL BE DONE PERPENDICULAR AND PARALLEL TO THE DIRECTION OF TRAVEL
- SAW CUTTING SHALL PROVIDE A STRAIGHT, CLEAN, EDGE TO ENHANCE BONDING
- ALL CUTS SHALL BE RECTANGULAR AND NEATLY CUT TO AVOID SPALLING OF PAVEMENT
- ALL ROAD/UTILITY CUTS OF AN AREA GREATER THAN 12"x12" SHALL EXTEND THE FULL WIDTH OF THE TRAVEL LANE
- FOR PAVEMENT WITH LOAD TRANSFER DOWEL RODS OR REINFORCEMENT, NEW LOAD TRANSFER DOWELS/REINFORCEMENT CUTS LESS THAN 12" SHALL BE PATCHED WITH PCC. IF GREATER THAN 12", ENSURE CUT IS IN ACCORDANCE WITH STANDARD DETAILS AND MATCHING EXISTING ROADWAY
- BUMPS/CUTS/MILLED AREAS WITH EDGE GREATER THAN 2" DEEP/HIGH MUST BE WEDGED WITH HMA BEFORE OPEN TO TRAFFIC. SEE STANDARD DETAIL.
- MEANDERING SIDEWALK SHALL ONLY BE PLACED IN THE CITY'S ROW OR WHERE AN EASEMENT IS ESTABLISHED
- NEW SIDEWALK CONSTRUCTION SHALL MEET OR EXCEED CURRENT ADA AND ACCESSIBILITY STANDARDS
- REPLACED SIDEWALK SHALL, TO THE EXTENT PRACTICABLE, MEET OR EXCEED ADA AND ACCESSIBILITY STANDARDS
- SIDEWALK, DRIVEWAY OPENINGS & APPROACHES SHALL CONFORM TO MDOT STANDARD PLAN DETAILS R-28-J AND R-29-I
- MARSHALL MIXES 13A (LEVELING) & 36A (TOP) MAY BE SUBSTITUTED FOR SUPERPAVE HMA MIX DESIGNS AS DEEMED APPROPRIATE BY THE ENGINEER
- ASPHALT BINDER SHALL BE INCLUDED IN THE PAY ITEM FOR HMA
- MDOT PCC P1 MIX DESIGN MAY BE USED FOR ALL CONCRETE UNLESS OTHERWISE STATED OR DIRECTED BY THE ENGINEER
- OPENING TO TRAFFIC STRENGTHS (2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION, TABLE 603-1):
  - <72 HOURS, GRADE P-NC, 300 psi
  - 72 HOURS +, GRADE P1, P1M, 500 psi

**APPENDIX E  
ADDITIONAL INFORMATION**



**THE CITY OF KALAMAZOO  
DEPARTMENT OF PUBLIC SERVICES  
ENGINEERING DIVISION**

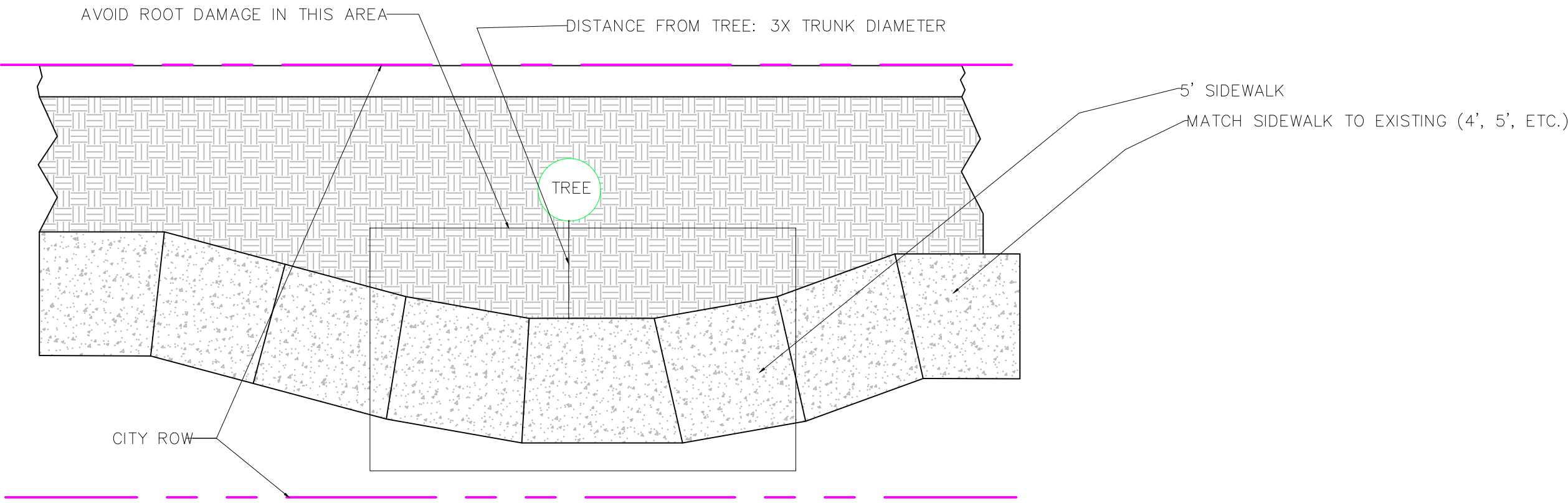
***STANDARD PLANS & DETAILS***

**Maple Street (Park-Burdick) 2023  
Improvements**

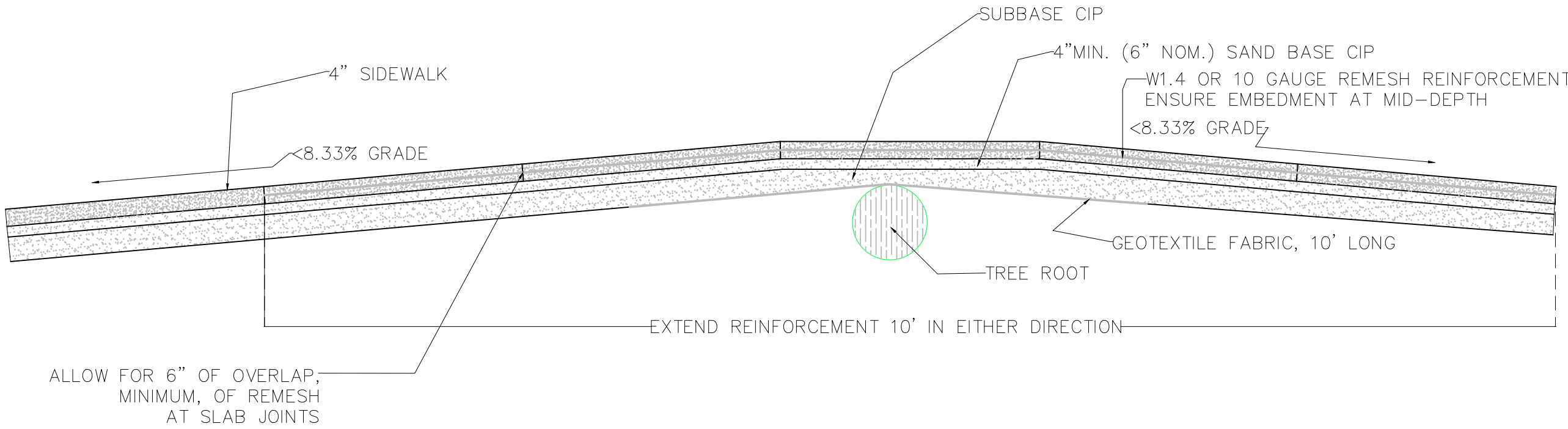
**Bid Reference #: 91300-008.0**



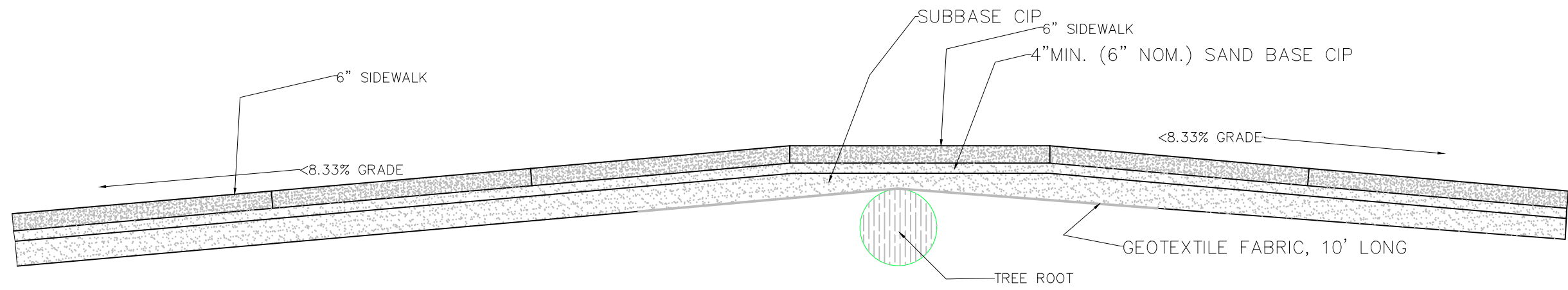
STANDARD DETAIL – SIDEWALK  
ROOT AVOIDANCE – MEANDERING SIDEWALK



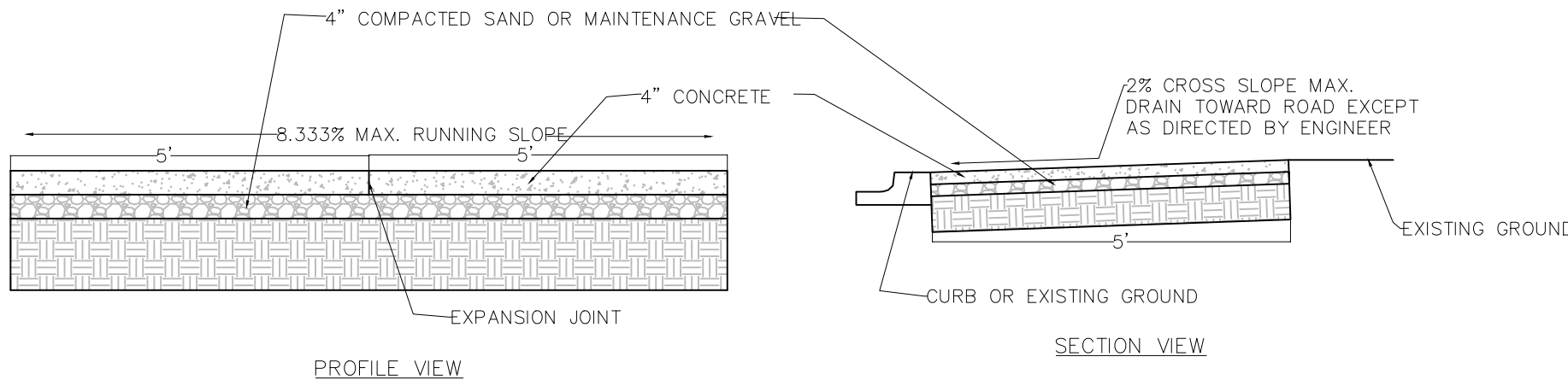
STANDARD DETAIL – SIDEWALK  
ROOT AVOIDANCE



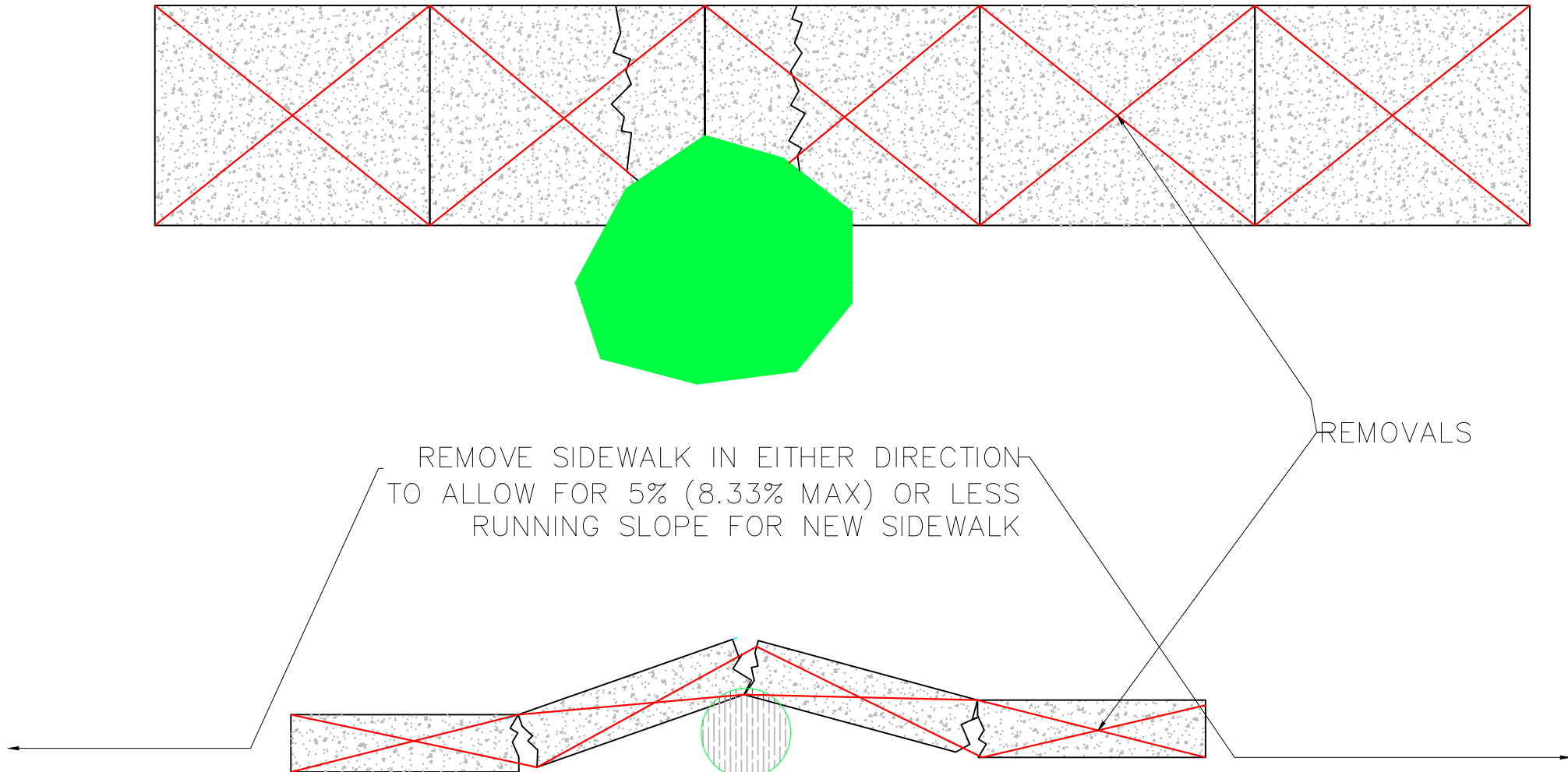
STANDARD DETAIL – SIDEWALK  
ROOT AVOIDANCE – W/O REINFORCEMENT  
(USE ONLY AS DIRECTED BY ENGINEER)



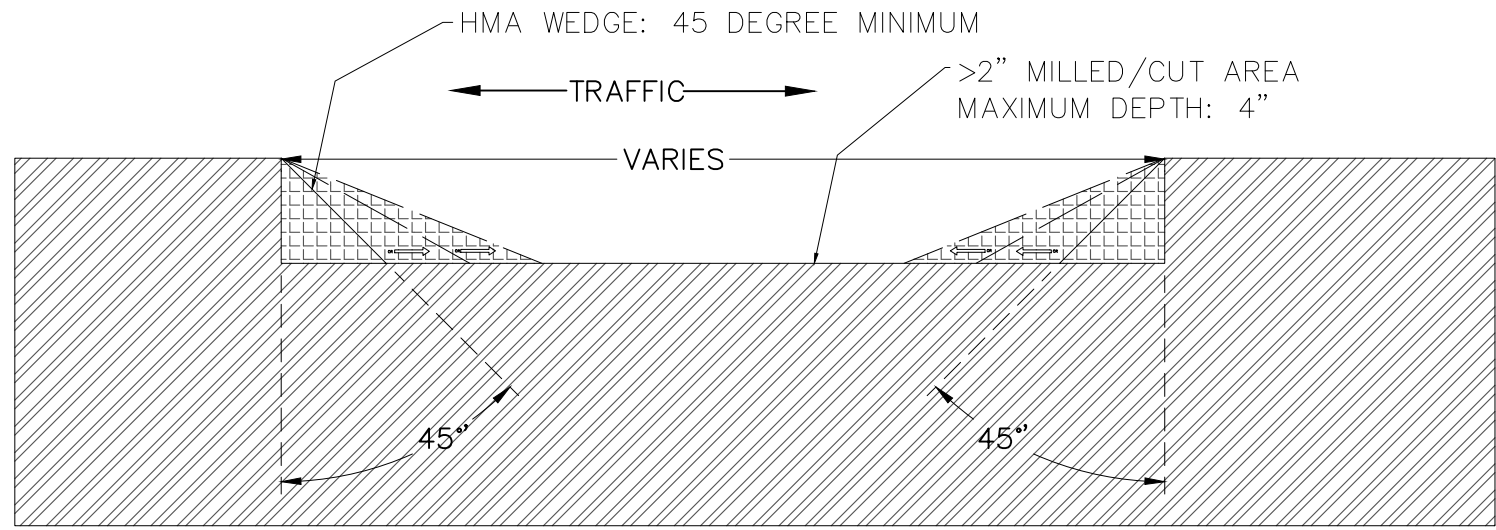
TYPICAL 4" SIDEWALK DETAIL



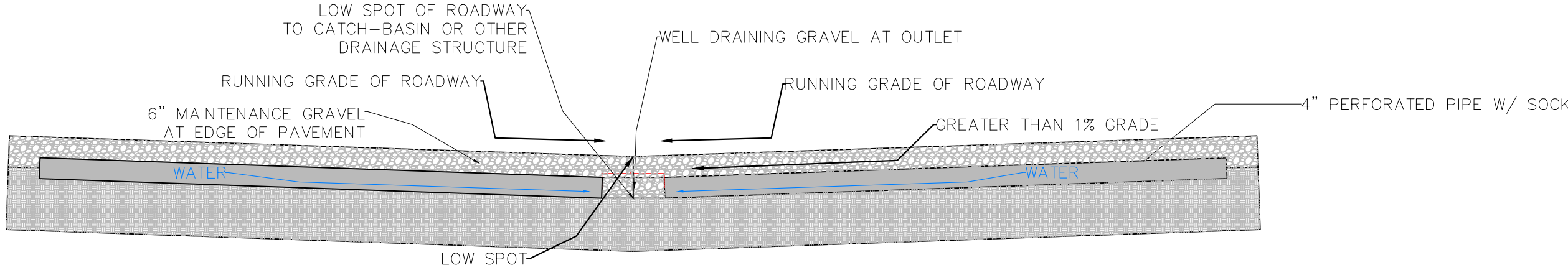
ROOT CRACKING OF SIDEWALK



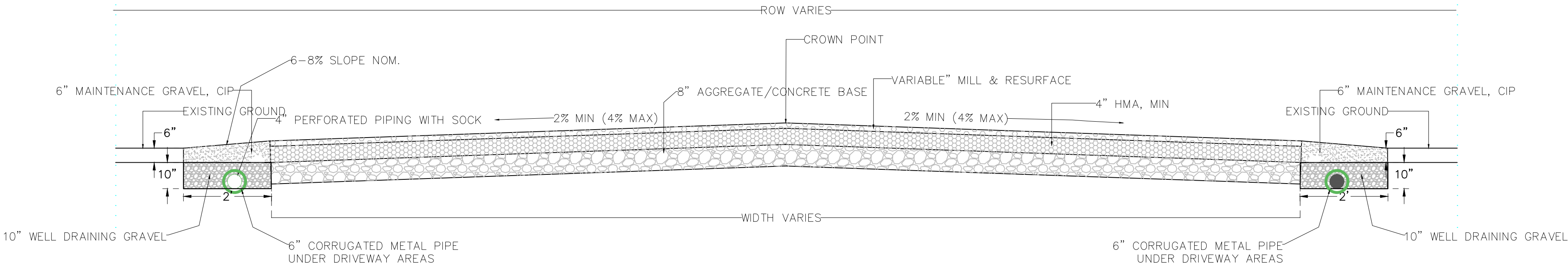
STANDARD DETAIL – WEDGING  
A CUT/MILLED SECTION



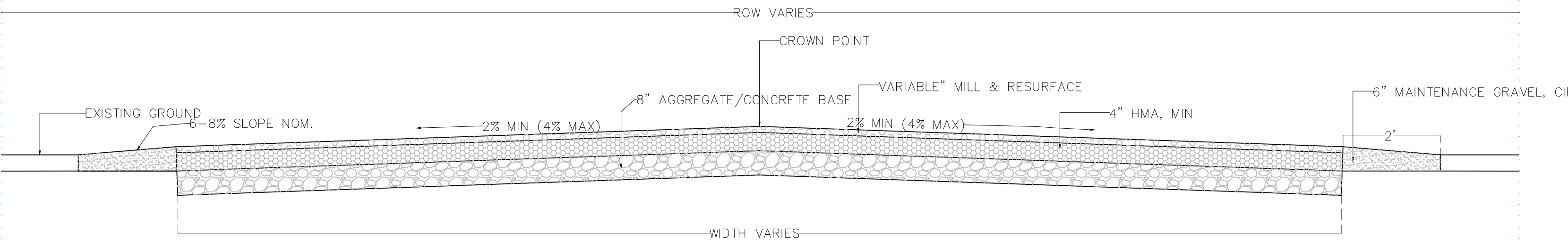
STANDARD DETAIL – LOW VOLUME/RESIDENTIAL ROADS  
PERFORATED PIPE DETAIL



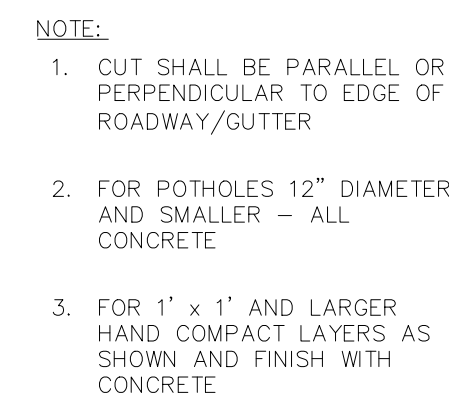
STANDARD DETAIL – LOW VOLUME/RESIDENTIAL ROADS  
POORLY DRAINED AREAS



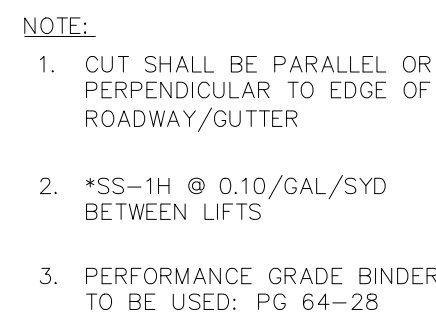
STANDARD DETAIL – LOW VOLUME/RESIDENTIAL ROADS  
EASILY DRAINED AREAS



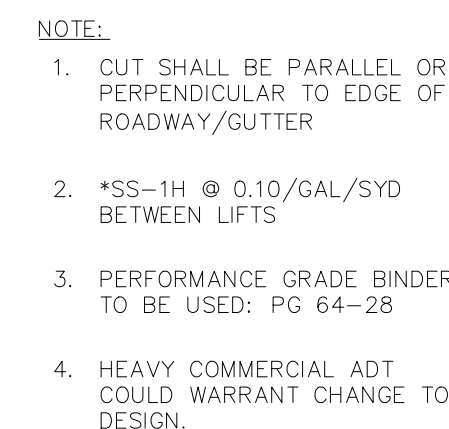




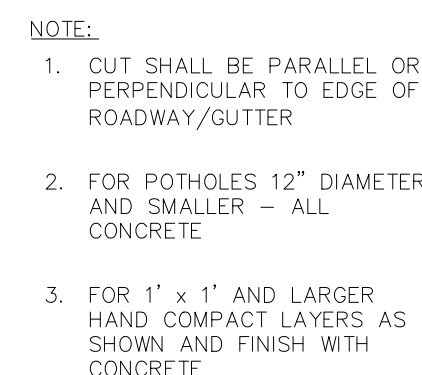
ASPHALT WITH CONCRETE  
BASE TRENCH DETAIL



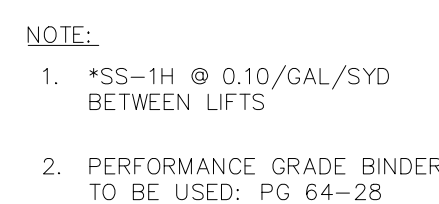
RESIDENTIAL / LOW  
TRAFFIC VOLUME ROAD  
ASPHALT UTILITY TRENCH  
DETAIL



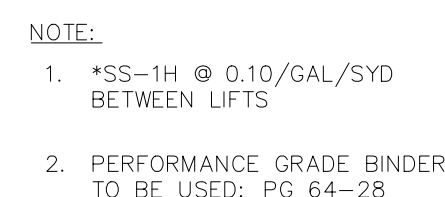
COMMERCIAL ROAD  
ASPHALT UTILITY TRENCH  
DETAIL



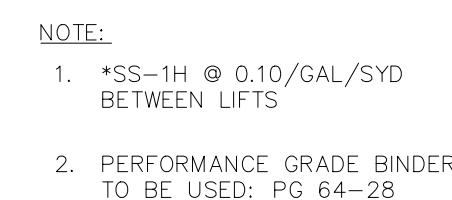
TYPICAL CUT USING PCC TO FILL  
(WINTER CUT)



COMMERCIAL ROAD  
ASPHALT PAVEMENT  
DETAIL



ASPHALT PAVEMENT WITH  
CONCRETE BASE DETAIL



RESIDENTIAL / LOW  
TRAFFIC VOLUME ROAD  
ASPHALT PAVEMENT  
DETAIL

## STANDARD DETAILS

CITY OF KALAMAZOO

SURVEYED	N/A	SCALE	REVISIONS	
DESIGNED	GHW			
DRAWN	GHW	VERTICAL	NOT TO SCALE	1. 12.18.20 - Agg base depth & option of 2C base
QA/QC	AL	HORIZONTAL	NOT TO SCALE	2. 12.17.21 - General updates plus MDOT HMA updates
ENG PROJ #	XXX-XX	DATE	11/23/2020	

GENERAL NOTES:

- MDOT STANDARD PLANS R-28-J, R-29-I, R-30-G, AND R-44-F SHALL BE FOLLOWED IN CONJUNCTION WITH THESE STANDARD PLANS
- ALL SAW CUTTING SHALL BE DONE PERPENDICULAR AND PARALLEL TO THE DIRECTION OF TRAVEL
- SAW CUTTING SHALL PROVIDE A STRAIGHT, CLEAN, EDGE TO ENHANCE BONDING
- ALL CUTS SHALL BE RECTANGULAR AND NEATLY CUT TO AVOID SPALLING OF PAVEMENT
- IN GENERAL ALL ROAD/UTILITY CUTS OF AN AREA GREATER THAN 25SFT (5FTX5FT TYPICAL) SHALL EXTEND THE FULL WIDTH OF THE TRAVEL LANE
- FOR PAVEMENT WITH LOAD TRANSFER DOWEL RODS OR REINFORCEMENT: NEW LOAD TRANSFER DOWELS/REINFORCEMENT SHALL BE PLACED TO MAINTAIN BEARING CAPACITY OF ROADWAY
- CUTS LESS THAN 12" SHALL BE PATCHED WITH PCC. IF GREATER THAN 12", ENSURE CUT IS IN ACCORDANCE WITH STANDARD DETAILS AND MATCHING EXISTING ROADWAY
- BUMPS/CUTS/MILLED AREAS WITH EDGE GREATER THAN 2" DEEP/HIGH MUST BE WEDGED WITH HMA BEFORE OPEN TO TRAFFIC. SEE STANDARD DETAIL.
- MEANDERING SIDEWALK SHALL ONLY BE PLACED IN THE CITY'S ROW OR WHERE AN EASEMENT IS ESTABLISHED
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- SIDEWALK, DRIVEWAY OPENINGS & APPROACHES SHALL CONFORM TO MDOT STANDARD PLAN DETAILS R-28-J AND R-29-I
- MARSHALL MIX 13A (BASE/LEVELING) MAY BE SUBSTITUTED FOR SUPERPAVE HMA BASE MIX DESIGNS WITH CITY OF KALAMAZOO APPROVAL IF DEEMED APPROPRIATE BY THE ENGINEER
- ASPHALT BINDER SHALL BE INCLUDED IN THE PAY ITEM FOR HMA
- MDOT PCC P1 MIX DESIGN SHALL BE USED FOR ALL CONCRETE UNLESS OTHERWISE STATED OR DIRECTED BY THE ENGINEER
- OPENING TO TRAFFIC STRENGTHS (2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION, TABLE 603-1):
  - <72 HOURS, GRADE P-NC, 300 psi
  - 72 HOURS +, GRADE P1, P1M, 550 psi



**APPENDIX F  
SPECIAL PROVISIONS**



**THE CITY OF KALAMAZOO  
DEPARTMENT OF PUBLIC SERVICES  
ENGINEERING DIVISION**

***SPECIAL PROVISIONS***

**Maple Street (Park-Burdick) 2023  
Improvements**

**Bid Reference #: 91300-008.0**

***CITY OF KALAMAZOO***

***SPECIAL PROVISION***

***FOR***

***PROGRESS CLAUSE***

COK

Page 1 of 1

1/31/2023

- a.** The Contractor shall submit a complete, detailed and signed, Progress Schedule, to the Engineer, utilizing MDOT form number 1130.
- b.** The progress schedule shall include, at a minimum, the controlling work items for the completion of the project and the planned dates of the work items that will be the controlling operations. All contract dates including open to traffic, project completion, interim completion and any other controlling dates in the contract must be included in the progress schedule.
- c.** After receiving Notice of Award, start work within 10 calendar days after award or on a date approved by the Engineer. In no case, may any work be commenced prior to receipt of formal notice of award by the City.
- d.** The project must be open to traffic, including final site restoration, permanent pavement markings and signs, punch-list, and/or project clean-up on or before **July 15, 2023**.
- e.** After award, and prior to the start of work, the Contractor must attend a preconstruction meeting with the Engineer. The Engineer will determine the day, time and place for the preconstruction meeting. The meeting will be conducted after project award and may be rescheduled if there are delays in the award of the project. The named subcontractor(s) for, Designated and/or Specialty Items, as shown in the proposal, is/are recommended to be at the preconstruction meeting if such items materially affect the work schedule.
- f.** Liquidated Damages shall be assessed in accordance with Section 108.10 of the MDOT Standard Specifications for Construction.
- g.** The Contractor may be required to meet for a post-construction review meeting, as directed by the Engineer. The Engineer will schedule the meeting.
- h.** Failure on the part of the Contractor to carry out the provisions of this Progress Clause may be considered sufficient cause to prevent bidding future projects with the City.

**CITY OF KALAMAZOO  
NOTICE TO BIDDERS  
UTILITY COORDINATION**

ABONMARCHE:DAD

1 OF 1

01/31/2023

**a. Description.** The Contractor shall cooperate and coordinate construction activities with the Owners of utilities as stated in Section 104.08 of the Standard Specifications for Construction. In addition, for the protection of underground utilities, the Contractor shall follow the requirements in Section 107.12 of the Standard Specifications for Construction. Contractor delay claims, resulting from a utility, will be determined based upon Section 109.03 of the Standard Specifications for Construction.

For protection of underground utilities and in conformance with Public Act 53 of 1974, the Contractor shall dial 1-800-482-7171 or 811 a minimum of three full working days, excluding Saturdays, Sundays, and holidays prior to beginning each excavation in areas where public utilities have not been previously located. Members will thus be routinely notified. This does not relieve the Contractor of the responsibility of notifying utility Owners, including the City of Kalamazoo, who do not take part of the "Miss Dig" alert system.

**b. Public Utilities.** The following Public Utilities may have facilities located within the Right-of-Way:

**Water:**

City of Kalamazoo  
415 Stockbridge Ave.  
Kalamazoo, MI 49001  
P: 269-337-8215

**Sanitary Sewer:**

City of Kalamazoo  
1415 Harrison St.  
Kalamazoo, MI 49001  
P: 269-337-5885

**Streets/Storm Sewer:**

City of Kalamazoo  
415 Stockbridge Ave.  
Kalamazoo, MI 49001  
P: 269-337-8215

**Traffic:**

City of Kalamazoo  
415 Stockbridge Ave.  
Kalamazoo, MI 49001  
P: 269-337-8612

**Electric & Street Lights:**

Consumers Energy  
2500 East Cork St.  
Kalamazoo, MI 49001  
P: 269-337-2245

**Gas:**

Consumers Energy  
2500 East Cork St.  
Kalamazoo, MI 49001  
P: 269-337-2366

**Fiber Optic:**

Century Link  
19675 W 10 Mile Road  
Southfield, MI 48075  
517-812-2592

**Telecom:**

AT&T  
2919 Milcork Road  
Kalamazoo, MI 49001  
269-823-3339

**Telecom:**

Metronet  
133800 E Michigan Ave.  
Galesburg, MI 49053  
616-239-9139

**Fiber Optic:**

Zayo Bandwidth  
616-443-9027

The Owners of existing service facilities that are within grading or structure limits will move them to locations designated by the Engineer or will remove them entirely from the Right-of-Way. Owners of Public Utilities will not be required to move additional poles or structures in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the Contractor's operations.

CITY OF KALAMAZOO  
SPECIAL PROVISION  
FOR  
**ADOPTION OF 2020 MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION**

ABONMARCHE:MJS

1 of 2

01/26/2023

**a. Description.** This project shall be conducted in accordance with the specification and details contained within this project manual. The project manual shall be supplemented with Sections of the 2020 MDOT Standard Specifications for Construction listed herein and the latest edition of MDOT Road and Bridge Standard Plans and Special Details.

These documents may be downloaded or ordered as follows:

MDOT Standard Specifications for Construction

Electronic File: Available in PDF Format at the Link Below

Cost: Free

[https://www.michigan.gov/documents/mdot/MDOT\\_2020\\_Construction\\_Specifications\\_Book\\_WEB\\_728364\\_7.pdf](https://www.michigan.gov/documents/mdot/MDOT_2020_Construction_Specifications_Book_WEB_728364_7.pdf)

MDOT Road & Bridge Standard Plans

Electronic File: Available in PDF Format at the Link Below

Cost: Free

<https://mdotjboss.state.mi.us/stdplan/standardPlansHome.htm>

This includes, but is not limited to earthwork, bases, subbases, preparation for paving, drainage, Hot Mix Asphalt Paving, and concrete paving, and incidental construction.

1. Division 1 – General Provisions (Selected Sections Only)

A. Sections 109 Measurement and Payment

B. Section 110 Mobilization –

(1) The bid price for mobilization shall be 10% of the total project cost, not to exceed the stated maximum value.

C. Closeout Procedure

(1) Final payment will be made only upon achieving the following:

(a) Completion of all work included in the original proposal or subsequent contract modifications.

(b) Final Acceptance of the Work, including completion and acceptance of any Punchlist items, and receipt of all closeout documentation as possible pending final payment.

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(c) Demobilization of the Contractor's (or subcontractor's) Materials, Machinery or Equipment from the site.

(d) Final Restoration of all lawn areas, including the removal of any temporary SESC Measures.

2. Division 2 – Earthwork
3. Division 3 – Bases
4. Division 4 – Drainage Features
5. Division 5 – HMA Pavements & Surface Treatments
6. Division 6 – Portland Cement Concrete Pavements
7. Division 7 – Structures
8. Division 8 – Incidental Construction
9. Division 9 – Materials
10. Division 10 – Concrete Mixtures

**b. Materials.** Unless specified in the Project Manual or other special provisions, furnish materials in accordance with Division 9 and 10 of the 2020 MDOT Standard Specifications for Construction

**c. Construction.** See Individual Pay Items within each Division

**d. Measurement and Payment.** Measurement and Payment set forth in the 2020 MDOT Standard Specifications for Construction shall prevail unless specified otherwise in the Contract Documents.

CITY OF KALAMAZOO  
SPECIAL PROVISION  
FOR  
**MISCELLANEOUS ITEM REMOVAL**

ABONMARCHE:DAD

1 OF 1

01/31/2023

**a. Description.** This work shall include removal of miscellaneous items designated on the plans. The work shall be performed in accordance with Section 205 of the Standard Specifications for Construction and as modified herein.

Items designated for removal shall become the property of the contractor and shall be properly disposed. Items designated for salvaging and reinstallation shall be stockpiled and protected from damage during the construction project.

**b. Materials.** If necessary, backfill and restore disturbed areas according to the plans and in accordance with the Standard Specifications for Construction as directed by the Engineer.

**c. Construction.** Remove the designated items as required by Local, State and Federal regulations.

Stockpile and protected items designated for removal under this special provision. Notify the Owner and allow 5 business days for the salvage of removed materials. Materials not salvaged will become the property of the contractor and shall be properly disposed of.

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

Pay Item	Pay Unit
Speed Hump, Temp, Rem .....	Each

**Speed Hump, Temp, Rem** will be measured per each. Payment includes all material, labor, and equipment necessary to remove the items indicated on the plans.

## CITY OF KALAMAZOO

SPECIAL PROVISION  
FOR  
**DRIVEWAY GRADING**

ABONMARCHE:DAD

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1/26/2023

**a. Description.** This work shall be done in accordance with the requirements of section 205 of the Standard Specifications for Construction with the following exceptions:

**b. Materials.** None Specified

**c. Construction.** Grading shall be performed over the entire roadway from slope stake line to slope stake line areas within "right-of-way" or easements, and adjacent areas (as indicated by slope stake lines) from a datum extended either direction from the bottom of the proposed base grade as indicated on the plans.

1. Item shall also include:

A. Stripping and stockpiling/disposal of topsoil.

B. Trenching, where necessary to construct the proposed pavement or driveway surfacing.

C. Protection of roadway items, trees, landscaping and other improvements not designated for removal

D. Stockpiling of materials

E. Protection of all open trenches and fencing or closing disturbed areas at the end of each day's work.

F. Any required excavation and/or embankment required to develop the proposed grading scheme indicated on the plans

**d. Measurement and Payment.** The completed work as described will be measured and paid for at the contract unit price for the following pay item(s).

**Pay Item****Pay Unit**

Driveway Grading, Modified .....Square Yard

**Driveway, Modified** will be paid at the contract unit price per square yard. Payment will include stripping of topsoil, trenching, excavation, embankment, grading, and trimming of earth necessary to prepare subgrade for construction of new roadway, utilities, curbs, and sidewalks at the lines and grades shown on the plans. Payment includes removal of minor items not paid separately.

Grading for paved driveway approaches and sidewalk crossings shall be included with the associated surfacing pay item.

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All other pay items, including removals of existing pavement and curb as well as placement of new subbase, aggregate base, HMA pavement, etc shall be paid separately.



CITY OF KALAMAZOO  
SPECIAL PROVISION  
FOR  
**DRAINAGE STRUCTURE AND SANITARY STRUCTURE COVER ADJUSTMENTS  
WITHIN PAVED AREAS**

ABONMARCHE:DAD

1 of 2

01/26/2023

**a. Description.** This work consists of adjusting drainage structures, sanitary manhole covers, and utility manhole covers, in accordance with section 403 of the Standard Specifications for Construction, as shown on the plans, as directed by the Engineer and as specified herein.

**b. Materials.** Furnish Concrete, Grade 3500 in accordance with section 1004 of the Standard Specifications for Construction and furnish lane ties in accordance with section 914 of the Standard Specifications for Construction.

For concrete, curb; concrete, curb and gutter; or concrete traffic island repairs furnish materials in accordance with the standard specifications.

**c. Construction.** For structures within the pavement area, use a rotary coring head to remove a minimum 4-foot diameter section of pavement around the drainage structure frame and cover. If the frame outside diameter measurement is greater than 36 inches, use a rotary coring head to remove a minimum 4.5-foot diameter section of pavement. For structures within the curb line, saw cut and remove a 4-foot by 6-foot section of pavement around the frame with the 6-foot dimension measured along the curb line. Remove curb and/or curb and gutter associated with the adjustment of structures as directed by the Engineer. For structures located adjacent to concrete traffic control islands, remove concrete island full-width or up to 6 feet wide to facilitate adjustment of the drainage structure cover frame, as directed by the Engineer.

Support the cover frame over the structure matching the adjacent roadway cross slope. Secure the frame in-place to allow for placement of concrete without altering frame position.

For structures within the pavement area, replace pavement around the frame with Concrete, Grade 3500 matching the finished elevation and cross-slope of the roadway. Construct plane of weakness joints as directed by the Engineer. For structures within the curb line, replace pavement around the frame with Concrete, Grade 3500 and HMA top course as shown on the detail below. Install epoxy anchored lane ties to anchor the concrete to adjacent composite pavement for curb drainage structures located in curbed areas. Replace concrete, curb; concrete curb and gutter, or concrete traffic control islands "in-kind" in accordance with the Standard Plan R-30 Series and section 802 of the Standard Specifications for Construction.

Epoxy anchor all lane ties in accordance with section 603 of the Standard Specifications for Construction.

Immediately remove any debris that falls into the drainage structure due to the Contractor's operations.

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**d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

<b>Pay Item</b>	<b>Pay Unit</b>
Dr Structure Cover, Adj, Case 1, Modified .....	Each
Sanitary Manhole Cover, Adj, Case 1, Modified .....	Each

**Dr Structure Cover, Adj, Case 1, Modified and Sanitary Structure Cover, Adj, Case 1, Modified** includes saw cutting and removal of existing pavement and curb or curb and gutter, adjustment of cover to required elevation and cross-slope, installation of epoxy anchored lane ties (curbed areas only in composite sections), placement and finishing of new curb or curb and gutter, placement and finishing of new concrete, placement and removal of temporary HMA wedging for maintaining traffic, if required, placement of cover to open structures to prevent accumulation of debris and cleaning existing drainage structure due to Contractor operations.

CITY OF KALAMAZOO  
SPECIAL PROVISION  
FOR  
**DRAINAGE STRUCTURE COVER, MODIFIED**

ABONMARCHE:DAD

1 OF 2

01/31/2023

**a. Description.** This work consists of providing all labor, equipment and materials required to furnish and install new drainage structure covers as described in section 403 of the Standard Specifications for Construction, except as modified herein. This work also includes securing covers as described herein and as directed by the Engineer.

**b. Materials.** Provide materials in accordance with Section 403 and 908 of the Standard Specifications for Construction, except as modified herein. Drainage Structure Covers shall be manufactured by one of the following:

**Neenah Foundry Company**

3831 Zane Trace Drive  
Columbus, OH 43228  
Phone: 614-876-2671

**EJ Co.**

P.O. Box 439  
East Jordan, MI 49727  
Phone: 800-874-4100

Furnish the following products for this project.

MDOT Cover	EJ Co. Model Number	Neenah Foundry Model Number
Cover B	1040A	n/a
Cover D	5100 M1 5105 Grate on Grade or Sag M3 5105 in ADA Ramp Applications	R-3031-B
Cover E	EJ 6508	R-4340-A
Cover G	1040 Type N Grate	n/a
Cover K	7045 M2 Grate	R-3274 Type S Grate
Cover KL	EJ 7035 M6 Grate on Grade M2 Grate in Sump/Sag Locations	R-3246-C Type L Grate on Grade Type C Grate in Sump/Sag Locations
Cover Q	1040A * - 1040APT shall be used where pressure tight covers designated on the plans.	*R-1916-F shall be used where pressure tight covers designated on the plans.

Solid or vented covers shall indicate the type of utility; "STORM SEWER", "SANITARY SEWER", or "WATER." Catch basin inlets shall bear the fish logo and the message "DUMP NO WASTE, DRAINS TO WATERWAYS."

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**c. Construction.** Construction methods must be in accordance with the standard specifications and as specified herein. All castings with bolt-down covers must have the bolts installed and tightened when the castings are installed unless directed or permitted otherwise by the Engineer. Any missing or damaged bolts must be replaced at the Contractor's expense before acceptance of the project or for use by traffic.

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

Pay Item	Pay Unit
Dr Structure Cover, Type ____, Modified.....	Each
<b>Dr Structure Cover, Type_, Modified</b> includes all labor, equipment and materials necessary to furnish and install new drainage structure covers as described, including bolting the covers to the frames.	

CITY OF KALAMAZOO

SPECIAL PROVISION  
FOR  
**HMA SPEED HUMPS**

ABONMARCHE:DAD

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01/31/2023

- a. Description.** This work includes the construction of Hot Mix Asphalt Speed Humps in accordance with Section 501 of the 2020 MDOT Standard Specifications for Construction, as detailed on the plans, and as directed by the Engineer.
- b. Materials.** Furnish materials for construction of HMA Speed Humps in accordance with Section 501 of the Standard Specifications for Construction
- c. Construction.** Construct HMA Speed Hump in accordance with Section 501 and 805 of the Standard Specifications for Construction. HMA Speed Hump shall be constructed in accordance with the details shown on the plans.
- d. Measurement and Payment.** The completed work as described will be measured and paid for at the contract unit price using the following contract item (pay item):

Pay Item	Pay Unit
HMA Speed Hump.....	Each

**HMA Speed Hump** shall be measured per each. The cost for **HMA Speed Hump** includes the cost for furnishing and applying HMA Bond Coat at the specified rate, placing, shaping, and compacting HMA materials to form the speed hump in accordance with the project details. The quantity of HMA mixture used to surface the speed hump shall be paid separately with the HMA mixture quantity for mainline paving or approach.

**CITY OF KALAMAZOO****SPECIAL PROVISION****FOR****SIDEWALK**

COK

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**DESCRIPTION**

This work shall consist of removing old sidewalk, forming for new sidewalk, and placing new sidewalk sections in the specified locations to include ramps and any curb and gutter. MDOT standard plan R-28, R-29, and R-30 Series are the standard for sidewalk and curb and gutter within the City of Kalamazoo and are supplemented with the addition of City of Kalamazoo standard plans. City of Kalamazoo standard plans give specific information regarding tree root preservation and sidewalk enhancement for dealing with tree roots and obstructions in the sidewalk path. All detectable warning plates shall be in Colonial Red and conform to MDOT and ADA standards.

**CONSTRUCTION**

Construct sidewalk and ramps according to section 803 of the Standard Specifications for Construction and Standard Plan R-28 and R-29 Series. Install detectable warning surfaces, (new or retrofit) according to the manufacturer's instructions and Standard Plan R-28 and R-29 Series.

When replacing gutters in addition to sidewalk ramps, transition the gutter cross section in advance of the sidewalk ramp to meet the dimensions and profile in Standard Plan R-28 and R-29 Series.

Before removing marked sidewalk inspect the area for removal. If removal area has tree roots in the sidewalk path or roots have caused upheaval of the sidewalk due to root growth note the area and exercise caution to leave root(s) undamaged during sidewalk removal. Roots shall not be cut/torn without prior approval of the Engineer or Forestry Supervisor. Area marked for removal shall be enough in either direction to allow for a maximum running slope of 8.33% and cross slope of 2% to meet ADA standards and avoid needing to cut or damage the root(s). City of Kalamazoo standard plans shall be followed to avoid root damage and preserve tree health within the city. Reinforced concrete sidewalk or meandering sidewalk (where ROW is established) should be used for tree root heave locations as marked out by the engineer and shall conform to the City of Kalamazoo standard plan(s) for "Root Avoidance w/ Reinforcement" or "Meandering Sidewalk Root Avoidance" to the extent practicable. Otherwise the standard plan for "Root Avoidance w/o Reinforcement" shall be followed.

**MEASUREMENT AND PAYMENT**

The completed work as measured for Sidewalk and will be paid for at the following contract items/pay items. The price shall be payment in full for furnishing all necessary labor, equipment, and materials. Reinforced sidewalk over tree roots shall use the pay items of Reinforcement Steel, Geotextile Separator, and the appropriate sidewalk as shown on standard plans.

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
Geotextile, Separator	Syd
Reinforcement, Steel Mesh	Lb
Detectable Warning Surface	Ft
Sidewalk, Conc, 4 inch	Sft
Sidewalk, Conc, 6 inch	Sft
Curb Ramp, Conc, 6 inch	Sft

CITY OF KALAMAZOO  
SPECIAL PROVISION  
FOR  
**OVERLAY COLD PLASTIC PAVEMENT MARKINGS FOR TRAFFIC CALMING  
FEATURES**

ABONMARCHE:DAD

1 of 1

01/31/2023

**a. Description.** This work consists of installing pavement marking symbols in accordance with section 811 of the Standard Specifications for Construction, Michigan Manual on Uniform Traffic Control Devices, MDOT Pavement Marking Standards, and details shown on the plans.

**b. Materials.** Provide materials in accordance with subsection 811.02 of the Standard Specifications for Construction.

**c. Construction.** Construct pavement marking symbols in accordance with subsection 811.03 of the Standard Specifications for Construction.

**d. Measurement and Payment.** The completed work, as described, will be measured and paid as specified in Section 811 of the Standard Specifications for Construction at the contract unit price using the following pay item:

Pay Item	Pay Unit
Pavt Mrkg, Ovly Cold Plastic, ( <u>symbol</u> ), Modified.....	Each

**Speed Hump Triangle** will be measured and paid for the group consisting of one chevron and one inset triangle.



CITY OF KALAMAZOO  
SPECIAL PROVISION  
FOR  
**MAINTAINING TRAFFIC,  
PERMANENT SIGNAGE AND PAVEMENT MARKINGS**

ABONMARCHE:DAD

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2/3/2023

**a. Description.** This work consists of all labor, materials and equipment required to maintain traffic in accordance with this special provision for the City of Kalamazoo **Maple Street Corridor Reconstruction Project**, City of Kalamazoo, Kalamazoo County.

**b. General.** Maintain traffic according to the 2020 Standard Specifications for Construction, including any Supplemental Specifications, and as specified herein.

1. Notify the Project Engineer a minimum of 10 business days prior to the implementation of any detours, road closures, bridge closures, ramp closures or lane closures and major traffic shifts.

2. Coordinate operations with Contractors performing work on other projects within or adjacent to the Construction Influence Area (CIA).

3. City of Kalamazoo maintenance crews and/or contract maintenance agencies may perform maintenance work within or adjacent to the Construction Influence Area (CIA). The City of Kalamazoo and/or contract maintenance agency will coordinate their operations with the Project Engineer to minimize the interference.

4. All Work shall be suspended from November 1st through March 1st of the following year.

**c. Construction Influence Area (CIA).** The CIA includes the right-of-way of the following roadways, within the approximate limits described below:

1. Maple Street from Park Street to Burdick Street

2. Include in the CIA the rights-of-way of any intersecting roads and ramps adjacent to the work zone for a distance noted in signing standards.

**d. Traffic Restrictions**

A. Work shall be prohibited on the dates specified in the Contract Documents.

B. The City/Engineer will provide advanced notice for any festivals or Elections that will require coordination within the project limits to facilitate movement of the public.

C. All Work shall be suspended from November 1<sup>st</sup> through March 1<sup>st</sup> of the following year.

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2. Work days and hours are defined in the contract documents.
  3. Access for construction vehicles between the travel lanes and work areas will be restricted to specific locations. The number of access points and their locations will require the prior approval of the Engineer.
  4. Once work is initiated that includes any lane restrictions, that work shall be continuous until completed. A lack of work activity for more than one week will require the removal and replacement of lane restrictions at the Contractors expense.
  5. Where an intersection is closed or partially closed, the intersecting streets one block in advance of the construction influence area and shall remain open to traffic. No more than one two intersecting streets shall be permitted to be closed at any one time.
  6. Traffic Regulators shall be used as directed by the Engineer for cross street traffic while paving through intersections. Additional flaggers used at unsignalized intersections and driveways, as directed by the Engineer, shall be included with the traffic regulator pay item.
  7. Undercuts or excavations immediately adjacent to active traffic lanes shall be restored to no less than a 1 on 3 slope at the end of each working period. Fencing shall be required to protect open trenches during non-working hours and shall be provided by the Contractor as part of the utility pay item utilized. Fencing is included in the contract items and will not be paid for separately.
  8. Traffic restrictions and Phases/Stages of Construction shall be as shown on the plans and in accordance with the Contract Times set forth in the agreement per contract.
- e. Phase Construction.** Base the traffic control required by this Special Provision for work on Maple Street and adjacent roadways on the sequence of operations contained in the staging plans. Use an alternate traffic control plan, subject to review and approval by the Engineer.
1. Phase 1. – Removals, Sidewalk, Driveways, Curb Ramps, Curb and Gutter, Permanent Signage and Slope Restoration on Maple Street
    - A. Work Hours. Daytime Work.
      - (1) Traffic Control.
        - (a) Maple Street is closed to thru traffic. Single lane closures with traffic regulators on Maple Street.
        - (b) Do not block Park Street E, south of Maple Street.
        - (c) Do not block Park Street E north of Maple and Maple Court at the same time.

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- (d) Road Work Ahead signs on Park Street and Burdick Street. No lane closures on Park Street or Burdick Street in this phase.
    - (e) Provide and maintain access to driveways to the greatest extent possible. Notify each resident and business owner with a door hanger notification card at least one week in advance of driveway closures and excavation/paving operations.
    - (f) Provide pedestrian barricades and signage for sidewalk closures.
  - (2) Completion of Phase. Complete all of the following work before beginning any subsequent phase(s).
    - (a) All sidewalks, driveway, curb ramps, and curb and gutter are complete.
    - (b) All proposed signage and slope restoration are complete on Maple Street.
- B. Phase 2 – Cold milling, HMA paving, traffic calming devices, and Permanent Pavement Markings.
- (1) Work Hours. Daytime Work.
  - (2) Traffic Control.
    - (a) Maple Street is closed to thru traffic. Traffic Regulators to assist residents with navigation of the street during construction.
    - (b) Single lane closures on Park Street and Burdick Street as needed for work at Maple Street approaches. No nighttime lane closures will be permitted.
    - (c) Provide and maintain access to driveways to the greatest extent possible. Notify each resident and business owner with a door hanger notification card at least one week in advance of driveway closures and excavation/paving operations.
  - (3) Completion of Phase
    - (a) Completion of roadway resurfacing, traffic calming devices, and permanent pavement markings.
- C. Phase 3 – Tree Planting
- (1) Work Hours. Daytime Work.
  - (2) Traffic Control.

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- (a) Shoulder Closures with mats for protection of new pavement features
- (3) Completion of Phase
  - (a) All trees shall be installed within the planting window Specified under 815.03 of the 2020 Standard Specifications for Construction.
  - (b) Final clean-up following tree planting.

**f. Traffic Control Devices.**

**1. General.**

- A. Conform all traffic control devices and their usage to the Michigan Manual of Uniform Traffic Control Devices (MMUTCD). This document can be found at the following website:

<http://mdotwas1.mdot.state.mi.us/public/tands/plans.cfm>

- B. During construction, maintain access to all commercial and residential drives.

**2. Temporary Signs.**

- A. Place temporary sign spacing and taper lengths as shown on attached Typical 101-GEN-SPACING-CHARTS.
- B. Place ground driven sign supports as shown on attached Traffic and Safety Standard Plan Special Detail WZD-100-A. Refer to Traffic and Safety Standard Plan WZD-125-E for portable supports.
- C. Include (#) W20-1 ("ROAD WORK AHEAD") signs in the quantities, to place on ramps or intersecting roads in advance of construction areas as the Engineer directs.
- D. Mount all temporary signs at a five-foot minimum bottom height in uncurbed areas and seven-foot minimum bottom height in curbed or pedestrian areas.
- E. Consider distances shown between construction warning, regulatory and guide signs shown on the typicals as approximate. Signs may require field adjustment, as the Engineer directs.
- F. Fabricate all temporary signs with legends and symbols flush to the signs face and do not extend beyond the sign borders or edges.
- G. Mount all temporary signs that will be in place for more than 14 days on driven posts.

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- H. When a portable construction sign is no longer applicable, remove it or lay the sign down with legs pointed in the same direction as traffic flow and with its feet off and laid flat.
  - I. The Federal Highway Administration (FHWA) requires all signs to be NCHRP 350 crashworthy. The contractor shall submit the FHWA approved details for the temporary sign supports used on the project and have approval by the Engineer before the start of work.
  - J. Use Type C Lighted Arrows (min 48 inch x 98 inch) to merge traffic and secure by elevating the tires above the ground, or use wheel chocks or sandbags.
  - K. Temporary Sign Overlays on Overhead Signs
  - L. Fabricate install and remove temporary sign overlays on existing signs with the Pay Item for Sign, Type B, Temp, Prismatic, Furn. Do not let fastening devices such as nails, staples, screws or adhesive materials come in direct contact with reflective sheeting. Devise a method that holds the temporary overlay in place but does not come into contact with the sheeting on the face of the sign.
3. Channelizing Devices.
- A. Use plastic drum channelizing devices during daytime shoulder closures, lane closures or on ramps and local streets.
  - B. Use plastic drums with high intensity sheeting as channelizing devices during shoulder closures or lane shifts. Use plastic drums to delineate the edgeline transition into the approach end of the temporary concrete barrier.
4. Temporary Pavement Markings. Not Used
5. Permanent Pavement Markings.
- A. Permanent pavement markings consist of the following:  
6-inch white and 4-inch yellow Waterborne for lane lines  
Cold Plastic for special markings, stop bars, and crosswalks
  - B. Fabricate all pavement markings per MDOT Pavement Marking Standards PAVE 900 through PAVE 985.
  - C. Measurement and Payment. Maintain traffic according to Sections 812 and 922 of the Standard Specifications for Construction:
  - D. Estimated quantities for maintaining traffic on this project is based on the suggested sequence of operations contained in the staging plans and described in this special provision. Payments for these devices are in

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accordance with the 2020 Standard Specifications for Construction unless otherwise specified.

- E. All cost of additional signing or maintaining traffic devices required to expedite the construction will be borne by the Contractor.

**g. Special Considerations at Railroad Crossings.**

1. Do not obstruct the right-hand display of the railroad signal to traffic approaching the crossing.
2. Do not extend lane closure taper(s) through the crossing. Traffic lane shifts cannot transition over the crossing.
3. Do not place construction traffic control devices in the railroad crossing or closer than 25 feet from the outside rail on either crossing approach.
4. An intermediate traffic regulator is required at the railroad crossing while it is in the zone where traffic is maintained by traffic regulator control. The traffic regulator will serve to stop traffic for vehicles traveling in the direction opposed to normal flow and prevent them from entering the crossing upon a train approaching the crossing. When the railroad crossing is in the influence zone of active construction work, but not in a lane closure, the roadway traffic regulator will give immediate preference to clearing any traffic which backup over the crossing as a result of the traffic regulator control away from the crossing. Payment for traffic regulator(s) stationed at the crossing is included in the pay item Traf Regulator Control.
5. Place a temporary stop line and sign R15-1 (crossbuck) to indicate the stopping point in advance of the crossing for vehicles traveling in a direction opposed to normal flow.
6. Roadway traffic regulator control operation is through crossing(s) with half – roadway gates will also have a railroad watchperson present to provide notice of train approach to the crossing in advance of railroad warning device activation, so the crossing may be cleared of vehicular traffic. The Contractor is responsible for contacting the applicable railroad to obtain and pay for a railroad watchperson.
7. The presence of a railroad flagger does not relieve the Contractor of the responsibility for intermediate traffic regulators.
8. No nighttime work permitted that affects the crossing without prior approval from the Railroad. If nighttime work is being performed, provide lighting to illuminate traffic regulators and railroad flaggers at the railroad crossing. Payment will be included in associated work items.

CITY OF KALAMAZOO  
SPECIAL PROVISION  
FOR  
**LANDSCAPE MATERIALS**

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**a. Description.** This work consists of furnishing and installing all plant materials, preparing the soil, fertilizer, mulch, edging, staking materials and all related items necessary to complete the work and provide maintenance in accordance with the plans and specifications. This work shall be done in accordance with Section 815 of the Standard Specifications for Construction, and as listed herein.

1. Quality Assurance

A. Source Quality Control:

- (1) General: Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
- (2) Do not make substitutions: If specified landscape material is not obtainable, submit to Engineer proof of non-availability and proposal for use of equivalent material. When authorized, adjustment of contract amount will be made.
- (3) Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever possible.
- (4) Trees / Shrubs / Perennials and Ornamental Grasses: To be grown in a recognized nursery in accordance with good horticultural practice. Provide healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions or disfigurement.
- (5) Sizes: Provide all plan material as shown or specified. Plant material of larger size may be used if acceptable to Engineer, and if sizes of roots or balls are increased proportionately.
- (6) Inspection: Engineer reserves the right to inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements for name, variety, size and quality.
- (7) All plant materials shall be certified by the nursery to be free of any neonicotinoid type pesticides. Neonicotinoid pesticides include but are not limited to Acetamiprid, Clothianidin, Dinotefuran, Imidacloprid, Nitenpyram, thiacloprid, Thiamethoxam. The grower shall certify that none of this class of insecticide has been used in the life of the specimen provided.

B. Planting Schedule: Submit planting schedule showing scheduled dates for planting each section of the Work. Sections to be clearly described by contractor using business and entrance drives in description. If lane closure or traffic control is required during planting or maintenance operations the contractor shall submit a traffic control plan meeting MMUTCD to the Engineer for approval two weeks prior to implementation. Traffic control work shall be included with planting items for payment purposes.

C. Maintenance Schedule: Submit schedule for maintenance as specified in Section 815.

## 2. Delivery, Storage and Handling

A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery, while stored at site.

### B. Plant Materials:

- (1) Trees and Shrubs: Provide freshly dug trees and shrubs. Do not prune prior to delivery. Do not bend or bind tie trees or shrubs in such manner as to damage bark, break branches or destroy natural shape. Provide protective covering during delivery.
- (2) Deliver trees and shrubs only that are to be planted immediately for section in which contractor is working. If planting is delayed more than 6 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist.
- (3) Label at least one tree and one shrub of each variety per section with a securely attached waterproof tag bearing legible designation of botanical and common name.
- (4) Provide perennials and ornamental grasses in proper size containers and plant immediately upon delivery.

**b. Materials.** Supply all plants and planting materials in accordance with Section 917 of the Standard Specifications for Construction and as modified by this special provision.

1. Packaged Materials: Deliver packaged materials in containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery, while stored at site.

### 2. Plant Materials

A. Trees and Shrubs: Provide freshly dug trees and shrubs. Do not prune prior to delivery. Do not bend or bind tie trees or shrubs in such manner as to damage bark, break branches or destroy natural shape. Provide protective covering during delivery.

- (1) All plant materials shall be certified by the nursery to be free of any neonicotinoid type pesticides. Neonicotinoid pesticides include but are not limited to Acetamiprid, Clothianidin, Dinotefuran, Imidacloprid, Nitenpyram,



thiocloprid, Thiamethoxam. The grower shall certify that none of this class of insecticide has been used in the life of the specimen provided.

B. Deliver trees and shrubs only that are to be planted immediately for section in which contractor is working. If planting is delayed more than 6 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist.

C. Label at least one tree and one shrub of each variety per section with a securely attached waterproof tag bearing legible designation of botanical and common name.

D. Provide perennials and ornamental grasses in proper size containers and plant immediately upon delivery.

### 3. Miscellaneous Landscape Materials

A. Anti-Desiccant: Emulsion type, film forming agent similar to Dowax by Dow Chemical Company; Wilt Pruf by Nursery Specialty Products, Inc.; Moisturin by Root-Zone. Deliver in manufacturer's fully identified containers and mix in accordance with manufacturer's instructions.

B. Hardwood Mulch. Provide shredded hardwood mulch consisting of tree bark stripped and shredded from sawn logs with a de-barking machine. Shredded hardwood mulch must be capable of passing through a conventional mulch blower. Do not use wood chips.

C. Washed River Stone Mulch. Provide  $\frac{3}{4}$ " to 1-1/2" washed river stone. Stone should be of a uniform size and color, free from dust, debris, or organic material. Color shall be natural.

D. Edging: Edging shall be commercial grade aluminum edging (1/8 inch x 4 inch) installed at all locations to contain mulch. Use Permaloc (1-800-356-9660), Curv-Rite (1-800-366-2878) or approved equal.

E. Weed Barrier. Weed barrier shall be heavy duty polypropylene intended for long-term use in exposed conditions. The minimum fabric weight shall be as specified on the plans.

F. Tree Watering Bag. Provide a slow-release watering bag with minimum 20-gallon capacity that installs around the base of each tree trunk. Use Tree Gator brand or approve equal.

**c. Construction.** Construction methods and application rates for planting items shall be in accordance with Sections 815 and 816 of the Standard Specifications for Construction, as detailed in the plans, and as modified by this special provision.

1. Inspection. Installer must examine subgrade, verify elevations, observe conditions under which work is to be performed, and notify CONTRACTOR (or if none, OWNER) of unsatisfactory conditions. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to installer.

2. Edging. Install aluminum edging to the lines and grades shown on the plans prior to installation of hardwood mulch.

Installation shall be in conformance with manufacturer’s recommendations. Where permitted by the manufacturer and necessary to achieve proper dimensions, cuts shall be made with a manufacturer approved saw blade intended for cutting of non-ferrous metals. Edging shall be placed such that all sawcuts and joints are located inconspicuously, out of view and away from pedestrian traffic.

3. Weed Barrier. Place weed barrier on prepared topsoil. Place with minimum of 6 in lapping to prevent gaps and place pins in staggered rows on 36 inch centers . Cut holes in fabric to accommodate plantings. Trim edges of cuts neat and discard excess material.

4. Stone or Hardwood Mulch Materials. Place stone to the lines and grades shown on the plans. Ensure the material has been placed to the specified thickness. Grade smooth.

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

Pay Item	Pay Unit
Aluminum Edging .....	Foot
(Botanical Name), (size) .....	Each
Hardwood Mulch, __ inch .....	Square Yard
Washed River Stone Mulch, __ inch .....	Square Yard

Payment for **Aluminum Edging** will be measured in place and shall include all materials, labor, and equipment necessary to furnish, trim, and install the edging as called for in the plans.

Plants, of their respective **(Botanical Name), (size)** will be measured by the units shown on the plans for their and methods specified in ANSI Z60.1. Payment includes furnishing, planting, pruning, watering-in, wrapping, bracing or guying, and mulching. Payment for deciduous or ornamental trees also includes furnishing and installing slow release watering bags. Maintenance of the bags is included in payment for watering and cultivating each season.

Payment for **Hardwood Mulch, \_\_ inch** and **Washed River Stone Mulch, \_\_ inch** shall be made per square yard in place. Payment shall include all materials, labor and equipment necessary to supply and distribute the material evenly over the surface of the planting beds to the depth specified in the plans.

CITY OF KALAMAZOO  
SPECIAL PROVISION  
FOR  
**SLOPE RESTORATION, NON-FREEWAY**

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**a. Description.** This work consists of preparing all lawns and slopes on non-freeway projects designated for slope restoration on the plans or as directed by the Engineer and applying topsoil, fertilizer, seed, mulch with mulch anchor, mulch blanket, high velocity mulch blanket and permanent turf reinforcement mat to those areas. Turf establishment must be in accordance with section 816 of the Standard Specifications for Construction and Standard Plan R-100 Series, except as modified herein or otherwise directed by the Engineer.

**b. Materials.** The materials and application rates specified in sections 816 and 917 of the Standard Specifications for Construction apply unless modified by this special provision or otherwise directed by the Engineer. The following materials must be used on this project:

1. Seeding mixture TUF unless otherwise specified on the plans.
2. Fertilizer, Chemical Nutrient, Class A
3. Topsoil Surface, Furnished, 4 inch. Remove any stones greater than 1/2 in in diameter.
4. Mulch and Mulch Anchoring. Mulch blanket and High Velocity Mulch blanket shall be in accordance with Section 907 of the Standard Specifications for Construction. Netting shall be 100% biodegradable organic fiber netting with a functional longevity of 12 months or less.
5. Permanent Turf Reinforcement Mat (TRM) must be 100 percent synthetic and consist of 100 percent ultraviolet (UV) stabilized polyolefin fibers sewn between two layers of black UV stabilized polypropylene netting with polyolefin thread. The TRM must meet the following "minimum average roll value" requirements:

**Table 1: Permanent Turf Reinforcement Mat (TRM) Properties**

Property	Test Method	Requirement
Mass/Unit Area	ASTM D 6566	10 oz/syd
Ultraviolet Stability @ 1000 hrs	ASTM D 4355	80 percent
Tensile Strength (MD)	ASTM D 6818	165 lbs/ft

Acceptance. Supply a Test Data Certification for the permanent TRM from one of the following manufacturers:

Recyclex - American Excelsior Co., Arlington, TX (800) 777-7645  
P300 - North American Green, Poseyville, IN (800) 772-2040  
Landlok 450 - Propex, Inc., Chattanooga, TN (800) 621-1273  
PP5-10 - Western Excelsior, Mancos, CO (800) 833-8573

6. Heavy Duty Permanent Turf Reinforcement Mat (TRM-HD) must be 100 percent synthetic and consist of 100 percent ultraviolet (UV) stabilized polyolefin fibers sewn between

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two layers of black UV stabilized polypropylene netting with polyolefin thread. The TRM must meet the following "minimum average roll value" requirements:

**Table 1: Permanent Turf Reinforcement Mat (TRM) Properties**

Property	Test Method	Requirement
Mass/Unit Area	ASTM D 6566	21.25 oz/syd
Ultraviolet Stability @ 1000 hrs	ASTM D 4355	100 percent
Tensile Strength (MD)	ASTM D 6818	1421 lbs/ft

Acceptance. Supply a Test Data Certification for the permanent TRM from one of the following manufacturers:

P550 - North American Green, Poseyville, IN (800) 772-2040  
Or Engineer Approved Equal

**c. Construction.** Construction methods must be in accordance with subsection 816.03 of the Standard Specifications for Construction. Begin this work as soon as possible after final grading of the areas designated for slope restoration but no later than the maximum time frames stated in subsection 208.03 of the Standard Specifications for Construction. It may be necessary, as directed by the Engineer, to place materials by hand.

Shape, compact and assure all areas to be seeded are weed free prior to placing topsoil. Place topsoil to the minimum depth indicated above, to meet proposed finished grade. If the area being restored requires more than the minimum depth of topsoil to meet finished grade, this additional depth must be filled using topsoil or, at the Contractor's option, embankment. Furnishing and placing this additional material is included in this item of work.

Topsoil must be weed and weed seed free and friable prior to placing seed. Remove any stones greater than 1/2 inch in diameter or other debris. Apply seed mixture and fertilizer to prepared soil surface. Incorporate seed into top 1/2 inch of topsoil.

Apply mulch at a rate of 2 tons per acre. Place Mulch Anchoring over the mulch at a rate specified in subsection 816.03.F of the Standard Specifications for Construction. Mulch Blanket and High Velocity Mulch Blanket must be placed in accordance with subsection 816.03.H of the Standard Specifications for Construction and as shown on Standard Plan R-100 Series.

Areas constructed with the TRM must be installed on prepared (seeded) grades as shown on the plans in strict accordance with the manufacturer's published installation guidelines. The top edge of the TRM must be anchored in a minimum 6 inch deep trench. Operation of equipment on the slope will not be allowed after placement of the TRM. No credit for splices, overlaps, tucks or wasted material will be made.

If an area washes out after this work has been properly completed and approved by the Engineer, make the required corrections to prevent future washouts and replace the topsoil, fertilizer, seed and mulch. This replacement will be paid for as additional work using the applicable contract items.

If an area washes out for reasons attributable to the Contractor's activity or failure to take proper precautions, replacement will be at the Contractor's expense.

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The Engineer will inspect the seeded turf to ensure the end product is well established, weed free, in a vigorous growing condition, and contains the species called for in the seeding mixture.

If the seeded turf is not well established at the end of the first growing season, the Contractor is responsible to re-seed until the turf is well established and approved by the Engineer.

If weeds are determined by the Engineer to cover more than 10 percent of the total area of slope restoration, the Contractor must provide weed control in accordance with subsection 816.03.J of the Standard Specifications for Construction. Weed control will be at the Contractor's expense with no additional charges to the project.

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

Pay Item	Pay Unit
Slope Restoration, Type __ .....	Square Yard

Place **Slope Restoration, Type A** in all areas not described in the other types of slope restoration and will be measured by area in square yards in place. **Slope Restoration, Type A** includes all labor, equipment and materials required to install Topsoil Surface, Furnished or Salvaged; Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; and Mulch and Mulch Anchoring which will not be paid for separately but is included in the contract unit price for **Slope Restoration, Type A, Modified**.

Place **Slope Restoration, Type B** parallel (6 feet minimum) to the edge of the roadway, in areas that have a 1 on 3 slope and in any ditch with a grade less than 1.5 percent, or as directed by the Engineer. **Slope Restoration, Type B** will be measured by area in square yards in place. **Slope Restoration, Type B** includes all labor, equipment and materials required to install Topsoil Surface, Furnished or Salvaged; Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; and Mulch Blanket which will not be paid for separately but is included in the contract unit price for **Slope Restoration, Type B**.

Place **Slope Restoration, Type C** in areas that have a 1 on 2 slope, any ditch with a grade of 1.5 percent to 3 percent or as directed by the Engineer. **Slope Restoration, Type C** will be measured by area in square yards in place. **Slope Restoration, Type C** includes all labor, equipment and materials required to install Topsoil, Furnished or Salvaged; Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; and High Velocity Mulch Blanket which will not be paid for separately but is included in the contract unit price for **Slope Restoration, Type C**.

Place **Slope Restoration, Type D** in areas that have a slope steeper than 1 on 2, any ditch with a grade steeper than 3 percent or as directed by the Engineer. **Slope Restoration, Type D** will be measured by area in square yards in place. **Slope Restoration, Type D** includes all labor, equipment and materials required to install Topsoil, Furnished or Salvaged; Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; and TRM which will not be paid for separately but is included in the contract unit price for **Slope Restoration, Type D**.

Place **Slope Restoration, Type E** in areas that have a slope greater than 1 on 4, and in and ditch with a grade less than 1.5 percent or as directed by the Engineer. **Slope Restoration, Type E** will

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be measured by area in square yards in place. **Slope Restoration, Type E** includes all labor, equipment and materials required to install Topsoil, Furnished (salvaging not permitted); Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; and mulch anchoring for hydroseeding which will not be paid for separately but is included in the contract unit price for **Slope Restoration, Type E**.

Place **Slope Restoration, Type F** in areas that have a slope steeper than 1 on 2, any ditch with a grade 6 percent or greater or as directed by the Engineer. **Slope Restoration, Type F** will be measured by area in square yards in place. **Slope Restoration, Type F** includes all labor, equipment and materials required to install Topsoil, Furnished or Salvaged; Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; and TRM-HD which will not be paid for separately but is included in the contract unit price for **Slope Restoration, Type F**.