



Department of Management Services  
Purchasing Division  
241 West South Street  
Kalamazoo, MI 49007-4796  
Phone: 269.337.8020  
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: Miller Road (Emerald to Sprinkle)**

**Bid Reference #: 91395-001.0**

**IFB ISSUE DATE: February 4, 2022**

**BID DUE/OPENING DATE: March 1, 2022 @ 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 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.

### Miller Road (Emerald to Sprinkle)

Item	Description	Unit	Qty	Unit Price	Total Cost
1100001	Mobilization, Max	LSUM	1		
2030011	Dr Structure, Rem	Ea	3		
2030015	Sewer, Rem, Less than 24 inch	Ft	15		
2040020	Curb and Gutter, Rem	Ft	885		
2040035	Guardrail, Rem	Ft	135		
2040050	Pavt, Rem	Syd	72		
2050010	Embankment, CIP	Cyd	100		
2050016	Excavation, Earth	Cyd	281		
2057002	Berm Grading, Modified	Sta	65		
2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea	30		
2080036	Erosion Control, Silt Fence	Ft	700		
3020020	Aggregate Base, 8 inch	Syd	628		
3060020	Maintenance Gravel	Ton	100		
4020034	Sewer, Cl A, 15 inch, Tr Det B	Ft	15		
4027001	Trench Drain, Special	Ft	50		



4030010	Dr Structure Cover, Type B, Modified	Ea	1		
4030050	Dr Structure Cover, Type K, Modified	Ea	1		
4030112	Dr Structure Lead, Cleaning, 12 inch	Ft	20		
4030210	Dr Structure, 48 inch dia	Ea	2		
4030290	Dr Structure, Cleaning	Ea	3		
4030306	Dr Structure, Tap, 6 inch	Ea	2		
4030315	Dr Structure, Tap, 15 inch	Ea	1		
4067050	Dr Structure Cover, Adj, Case 1, Modified	Ea	36		
5010002	Cold Milling HMA Surface	Syd	24,432		
5010005	HMA Surface, Rem	Syd	727		
5010025	Hand Patching	Ton	70		
5010520	HMA Approach, High Stress	Ton	116		
5012025	HMA, 4EML	Ton	2,018		
5012037	HMA, 5EML	Ton	2,018		
6020164	Conc Pavt with Integral Curb, Nonreinf, 8 inch	Syd	72		
8020038	Curb and Gutter, Conc, Det F4	Ft	1,360		
8020050	Driveway Opening, Conc, Det M	Ft	827		
8037001	Valley Gutter, 3 Ft, Conc, Modified	Ft	170		
8070004	Guardrail, Type MGS-8	Ft	232		
8070022	Guardrail Anch, Bridge, Det T1	Ea	2		
8070044	Guardrail Approach Terminal, Type 2M	Ea	4		
8070052	Guardrail Departing Terminal, Type MGS	Ea	2		
8070080	Guardrail Reflector	Ea	24		

8070095	Post, Mailbox	Ea	10		
8077001	Single-Sided Crash Cushion (BEAT-SSCC)	Ft	64		
8087001	Fence, Chain Link, 48 inch, Special	Ft	175		
8100396	Sign, Type II, Erect, Salv	Ea	25		
8110045	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	Ft	155		
8110058	Pavt Mrkg, Ovly Cold Plastic, Bike, Small Sym	Ea	19		
8110063	Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym	Ea	7		
8110068	Pavt Mrkg, Ovly Cold Plastic, Only	Ea	7		
8110069	Pavt Mrkg, Ovly Cold Plastic, Railroad Sym	Ea	2		
8110153	Pavt Mrkg, Sprayable Thermopl, 4 inch, White	Ft	10,243		
8110154	Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	Ft	11,340		
8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	10		
8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	10		
8120026	Pedestrian Type II Barricade, Temp	Ea	5		
8120035	Channelizing Device, 42 inch, Fluorescent, Furn	Ea	100		
8120036	Channelizing Device, 42 inch, Fluorescent, Oper	Ea	100		
8120140	Lighted Arrow, Type C, Furn	Ea	4		
8120141	Lighted Arrow, Type C, Oper	Ea	4		
8120170	Minor Traf Devices	LSUM	1		
8120245	Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, White, Temp	Ft	5,190		
8120246	Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp	Ft	10,380		
8120252	Plastic Drum, Fluorescent, Furn	Ea	200		
8120253	Plastic Drum, Fluorescent, Oper	Ea	200		

8120310	Sign Cover	Ea	5		
8120330	Sign, Portable, Changeable Message, Furn	Ea	2		
8120331	Sign, Portable, Changeable Message, Oper	Ea	2		
8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	450		
8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	450		
8120370	Traf Regulator Control	LSUM	1		
8127060	Railroad Protection at Grade Crossing, Grand Trunk Western Railroad	Dlr	6,000		
8167011	Turf Establishment	Syd	3,250		
8210005	Monument Box Adj	Ea	1		
8210010	Monument Preservation	Ea	1		
8237050	Gate Box, Reconstruct, Modified	Ea	1		
8237050	Gate Box, Adjust, Case 1, Modified	Ea	5		
8257001	Sewer, PVC, 6 Inch, Tr Det B	Ft	56		
<b>PROJECT TOTAL</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 notification by Contractor of Notice to Proceed, work shall start no earlier than May 2, 2022, and shall be completed by August 1, 2022.**

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

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

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

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



## 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: \_\_\_\_\_

**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.

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.

**INDEMNITY AND INSURANCE**

*Continued*

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.

## 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 Miller Road (Emerald to Sprinkle) project as described in the plans (*Appendix B*), specifications/special provisions (*Appendix C*), and bid document.

### 2. SCOPE OF WORK

The scope of work for this project shall consist of the milling and resurfacing of approximately 1.0 mile on Miller Road from Emerald Drive to Sprinkle Road. This consists of milling and resurfacing to a depth of 3” as well as other related items described in project documents. The P.O.B. shall be at the existing HMA joint on Miller Road at the intersection with Emerald Drive as directed by the Engineer. The P.O.E. shall be at the existing HMA joint on Miller Road prior to and adjacent to the intersection with Sprinkle Road as directed by the Engineer.

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 August 1, 2022**

### 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 2, 2022.**
- 5.2 Project shall have a **final completion date of August 1, 2022.**

- 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:
  - Good Friday
  - Memorial Day Holiday
  - Juneteenth
  - Fourth of July Holiday
  - Labor Day Holiday
  - Veteran's Day
  - Thanksgiving
  - Christmas
  - 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, P.E., Senior Civil Engineer at [palumbot@kalamazoocity.org](mailto:palumbot@kalamazoocity.org). (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  
ADDITIONAL INFORMATION**



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

**Civil Site Plans  
Standard Details**

**Miller Road (Emerald to Sprinkle)**

**Bid Reference #: 91395-001.0**

**811**  
Know what's below.  
Call before you dig.  
CALL811.COM (TOLL FREE)

CALL MISS DIG  
72 HOURS  
(3 WORKING DAYS)  
BEFORE YOU DIG  
1-800-482-7171  
or 811

# CITY OF KALAMAZOO

IN CO-OPERATION WITH  
MICHIGAN DEPARTMENT OF TRANSPORTATION



KALAMAZOO COUNTY

COUNTY KEY

## INDEX OF PLANS

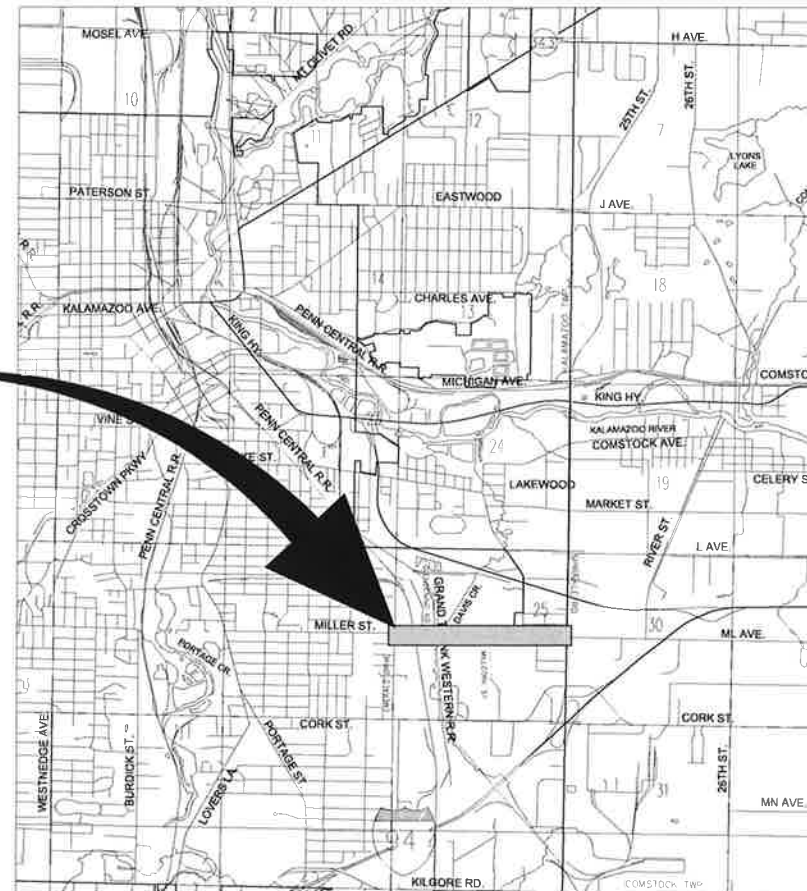
- 1 COVER SHEET
- 2 NOTE SHEET
- 3 TYPICAL CROSS SECTIONS
- 4-7 PLAN SHEETS
- 8 GRADING AND DRAINAGE DETAILS SHEET
- 9-10 PAVEMENT MARKING SHEETS

# MILLER ROAD REHABILITATION

EMERALD DRIVE TO SPRINKLE ROAD  
PROJECT NUMBER - 212227A



**PROJECT LIMITS**  
POB STA 11+25 TO POE STA 63+22



THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE MDOT 2020 STANDARD SPECIFICATIONS FOR CONSTRUCTION AS AMENDED BY SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS, UNLESS OTHERWISE SPECIFIED.

PROJECT LENGTH: 1 MILE

PROJECT DESCRIPTION: REHABILITATION OF MILLER ROAD STARTING AT THE INTERSECTION OF EMERALD DRIVE EAST TO THE INTERSECTION OF SPRINKLE ROAD. PROJECT TO INCLUDE MILLING AND 3" HMA OVERLAY OF ENTIRE LENGTH. SELECT COMMERCIAL DRIVES (POB TO STA 26+00) TO HAVE APPROACH WORK UPDATED. NEW CURB AND GUTTER TO BE INSTALLED FROM THE POB (STA 11+25) TO THE RAILROAD TRESTLE (STA 16+15). GUTTER PAN WITH TRENCH DRAIN TO BE INSTALLED UNDER RAILROAD TRESTLE TO CORRECT DRAINAGE ISSUES. STORM SEWER REPAIRS AND ADJUSTMENTS AS NEEDED ALL ALONG THE PROJECT CORRIDOR. EXISTING GUARDRAIL AT RAILROAD TRESTLE TO BE BROUGHT UP TO CURRENT MDOT STANDARDS. BRIDGE AT DAVIS CREEK TO HAVE NEW PEDESTRIAN FENCING AND GUARDRAIL INSTALLED.

TRAFFIC DATA  
ADT 2021 = 7083  
ADT 2041 = 12819  
6% COMMERCIAL  
SPEED LIMIT = 40 MPH

PLANS PREPARED BY:



1925 BRETON ROAD SE, SUITE 100  
GRAND RAPIDS, MICHIGAN 49506

PREPARED UNDER THE SUPERVISION OF:



*Bartlett E. Franklin* 1-26-2022  
BARTLETT E. FRANKLIN, P.E. DATE

MUNICIPAL APPROVAL:



ANTHONY LADD, PE  
REGISTERED PROFESSIONAL ENGINEER

CITY OF KALAMAZOO  
ORGANIZATION

PUBLIC WORKS DIVISION MANAGER

TITLE

SIGNATURE

DATE



GENERAL NOTES

PUBLIC UTILITIES

MISS DIG/UNDERGROUND UTILITY NOTIFICATION

FOR THE PROTECTION OF UNDERGROUND UTILITIES AND IN CONFORMANCE WITH PUBLIC ACT 174 OF 2013, THE CONTRACTOR SHALL CONTACT MISS DIG SYSTEM, INC. BY PHONE AT 811 OR 800-482-7171 OR VIA THE WEB AT EITHER ELOCATE.MISSDIG.ORG FOR SINGLE ADDRESS OR RTE.MISSDIG.ORG, A MINIMUM OF 3 BUSINESS DAYS PRIOR TO EXCAVATING, EXCLUDING WEEKENDS AND HOLIDAYS.

THE EXISTING UTILITY COMPANIES LISTED BELOW REPRESENT THE BEST INFORMATION AVAILABLE. THIS INFORMATION DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO SATISFY HIMSELF AS TO ITS ACCURACY OR HIS RESPONSIBILITY, IN CASE UTILITIES HAVE BEEN CONSTRUCTED OR REMOVED.

UTILITY CONTACTS table with columns: Utility Name, Contact Name, and Phone Number. Includes Consumers Energy, AT&T, Charter Communications, Zayo Group, City of Kalamazoo, and Kalamazoo Township.

EARTHWORK

EARTH EXCAVATION BEHIND EXISTING OR REPAIRED CURB AND GUTTER TO BE RESTORED AS SPECIFIED IN SPECIAL PROVISION "BERM GRADING, MODIFIED."

ALL EXCAVATED MATERIALS WILL BECOME THE PROPERTY OF THE CONTRACTOR. ANY EXCAVATED MATERIAL NOT USED ON THE PROJECT WILL BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH SECTION 205.03 P. OF THE 2020 STANDARDS FOR CONSTRUCTION AND ANY APPLICABLE STATE AND/OR LOCAL ORDINANCES.

SOIL EROSION MEASURES

APPROPRIATE SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO EARTH-DISTURBING ACTIVITIES. PLACE EARTH ESTABLISHMENT ITEMS AS SOON AS POSSIBLE ON POTENTIAL ERODABLE SLOPES AS DIRECTED BY ENGINEER.

SILT FENCE TO BE PLACED AS SHOWN ON PLANS AND AS DIRECTED BY ENGINEER.

INLET PROTECTION, FABRIC DROP TO BE PLACED IN ALL DRAINAGE STRUCTURES LOCATED WITHIN THE PROJECT AREA PRIOR TO THE COMMENCEMENT OF THE PROJECT.

TURF ESTABLISHMENT

TURF ESTABLISHMENT SHALL BE PLACED PER THE PLANS AND/OR AS DIRECTED BY THE ENGINEER.

LANDSCAPING

EXISTING VEGETATION SHALL NOT BE DAMAGED DURING CONSTRUCTION OPERATIONS, PER THE 2020 STANDARDS FOR CONSTRUCTION.

LAWN SPRINKLER SYSTEMS AND LANDSCAPING

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.

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.

SIGNS

EXISTING SIGN RELOCATION

ANY PERMANENT SIGNS REQUIRING RELOCATION DUE TO CONTRACTOR OPERATIONS SHALL BE SALVAGED AND RESET BY THE CONTRACTOR AT LOCATIONS DESIGNATED BY THE ENGINEER. SIGNS AND POSTS DAMAGED DURING THE REMOVAL AND STORAGE OPERATIONS SHALL BE REPLACED WITH NEW SIGNS AND POSTS. THE COST OF THIS WORK SHALL BE BORNE BY THE CONTRACTOR.

SIGN LAYOUT

SIGN LAYOUTS SHALL BE DONE ACCORDING TO THE CURRENT ENGLISH EDITION OF "STANDARD HIGHWAY SIGNS" MANUAL OR AS DETAILED IN PLANS. LEGEND LENGTH SHALL BE DETERMINED USING THE "SIGNCAD" SOFTWARE.

SHEETING

HANDLING AND INSTALLATION OF ALL SIGNS SHALL CONFORM TO THE SHEETING MANUFACTURER'S SPECIFICATIONS AND GUIDELINES AND MDOT SPECIAL DETAIL SIGN-200-SERIES, EXCEPT AS NOTED BELOW IN SIGN INSTALLATION NOTES.

SIGNS THAT HAVE BEEN WRINKLED OR TWISTED SHEETING MAY BE REJECTED. SIGNS SHALL NOT HAVE BACKERPLATES INSTALLED.

MAILBOXES

ANY MAILBOXES REQUIRING RELOCATION DUE TO CONTRACTOR OPERATIONS SHALL BE RESET ON NEW POSTS BY THE CONTRACTOR. THE COST OF THIS WORK TO BE BORNE BY THE CONTRACTOR.

PAVEMENT MARKINGS

NEW PAVEMENT MARKINGS TO BE PLACED FOLLOWING CURRENT LAYOUT WITH ADJUSTMENTS TO NARROWER LANE WIDTHS AS SHOWN ON THE PLANS. PRIOR TO PERMANENT PLACEMENT OF PAVEMENT MARKINGS, CONTRACTOR SHALL LAYOUT PROPOSED PAVEMENT MARKINGS. CONTRACTOR TO PROVIDE THE ENGINEER DOCUMENTED NOTICE OF AT LEAST 2 CALENDAR DAYS PRIOR TO THE CONTRACTOR'S PAVEMENT MARKING CREW ARRIVING ONSITE TO LAYOUT. CONTRACTOR TO NOTIFY THE ENGINEER IF IT IS DISCOVERED DURING LAYOUT THAT THE PAVEMENT WIDTH OR GEOMETRY HAS BEEN ALTERED OR IS DIFFERENT FROM THE PLANNED CONFIGURATION. THE CONTRACTOR AND ENGINEER WILL DISCUSS AND DOCUMENT THE RESOLUTION FOR MARKING LAYOUT IN SUCH AREAS. THE ENGINEER MUST APPROVE THE LAYOUT PRIOR TO APPLICATION.

PLAN SCALE

THE FINAL PLANS SUBMITTED WITH THE PROPOSAL ARE NOT TO SCALE.

RAILROAD CONTACTS table with columns: Railroad Name, Contact Name, and Phone Number. Includes Grand Trunk Western Railroad and Grand Elk Railroad.

SPECIAL CONSIDERATIONS AT RAILROAD CROSSINGS

ANY WORK (OR EQUIPMENT BEING STAGED ONSITE DURING THE WORK) PERFORMED AT OR NEAR A RAILROAD CROSSING MUST NOT OBSTRUCT THE VIEW OF FLASHING LIGHT UNITS OR GATES TO ONCOMING TRAFFIC AT ANY TIME.

DO NOT EXTEND CLOSURE TAPER(S) THROUGH THE CROSSING. TRAFFIC LANE SHIFTS CANNOT TRANSITION OVER THE CROSSING.

DO NOT PLACE CONSTRUCTION TRAFFIC CONTROL DEVICES IN THE RAILROAD CROSSING OR CLOSER THAN 25 FEET FROM THE OUTSIDE RAIL ON EITHER CROSSING APPROACH.

A TRAFFIC REGULATOR IS REQUIRED AT THE RAILROAD CROSSING WHILE IT IS IN THE ZONE WHERE TRAFFIC IS BEING DIRECTED OVER A CROSSING IN OPPOSING DIRECTION THAN NORMAL. THE TRAFFIC REGULATOR WILL SERVE TO STOP TRAFFIC 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 A LANE CLOSURE, THE ROADWAY TRAFFIC REGULATOR WILL GIVE IMMEDIATE PREFERENCE TO CLEARING ANY TRAFFIC FROM BACKING UP OVER THE CROSSING.

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. PLACE TEMPORARY W10-2 (ADVANCE WARNING) IF TRAFFIC IS SHIFTED AWAY FROM THE EXISTING SIGN.

NIGHTTIME WORK OR NIGHTTIME TRAFFIC CONTROL THAT IMPACTS THE CROSSING REQUIRES APPROVAL FROM THE RAILROAD. THE CONTRACTOR IS REQUIRED TO PROVIDE LIGHTING TO ILLUMINATE TRAFFIC REGULATORS AND RAILROAD FLAGGERS WHEN NIGHTTIME WORK IS BEING PERFORMED. THIS APPROVAL MAY NECESSITATE TEMPORARY RAILROAD FLASHERS.

CHANGES IN CONTRACT DURING CONSTRUCTION PHASE THAT IMPACTS CROSSINGS REQUIRES APPROVAL FROM THE RAILROAD.

NOTES APPLYING TO STANDARD PLANS

Where the following items are called for on plans, they are to be constructed according to the standard plan given below opposite each item unless otherwise indicated.

Table with columns: Title and Plan No. Lists various ROAD items such as DRAINAGE STRUCTURES, COVER B, COVER K, COVER Q, DRIVEWAY OPENINGS, CONCRETE CURB AND GUTTER, GUARDRAIL TYPES, GUARDRAIL APPROACH, GUARDRAIL DEPARTING, GUARDRAIL ANCHORAGE, UTILITY TRENCHES, SOIL EROSION, CHAIN LINK FENCE, SEEDING AND TREE PLANTING, TRACK CROSSINGS.

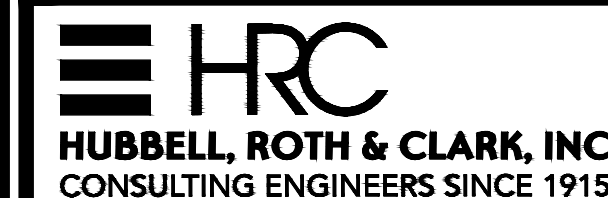
Table with columns: Pavement Markings and Plan No. Lists items like PAVEMENT ARROW AND MESSAGE DETAILS, LONGITUDINAL LINE TYPES, PAVEMENT MARKINGS FOR NON-SIGNALIZED INTERSECTIONS, LEFT TURN LANE MARKINGS, RIGHT TURN LANE AND ISLAND PAVEMENT MARKINGS, INTERSECTION, STOP BAR, AND CROSSWALK MARKINGS, BIKE LANE AND PATH PAVEMENT MARKINGS, RAILROAD GRADE CROSSING PAVEMENT MARKINGS.

Table with columns: Signings and Plan No. Lists items like STANDARD SIGN INSTALLATIONS, ROADSIDE SIGN LOCATIONS & SUPPORT SPACING, RAILROAD CROSSING SIGN, SIGN SUPPORT SELECTION CHARTS, STEEL POSTS.

\* Denotes Special Detail

MISCELLANEOUS QUANTITIES table with columns: QTY, UNIT, DESCRIPTION. Lists items like Mobilization, Dr Structure, Erosion Control, Maintenance Gravel, Dr Structure Lead, Dr Structure, Dr Structure, Tap, Post, Sign, Turf Establishment, Monument Box Adj, Monument Preservation, Gate Box.

MAINTENANCE OF TRAFFIC QUANTITIES table with columns: QTY, UNIT, DESCRIPTION. Lists items like Barricade, Pedestrian Type II Barricade, Channelizing Device, Lighted Arrow, Minor Traf Devices, Pavt Mrkg, Plastic Drum, Sign Cover, Sign, Sign, Sign, Traf Regulator Control, Railroad Protection at Grade Crossing.



1925 BRETON RD SE, SUITE 100 GRAND RAPIDS, MI 49506.

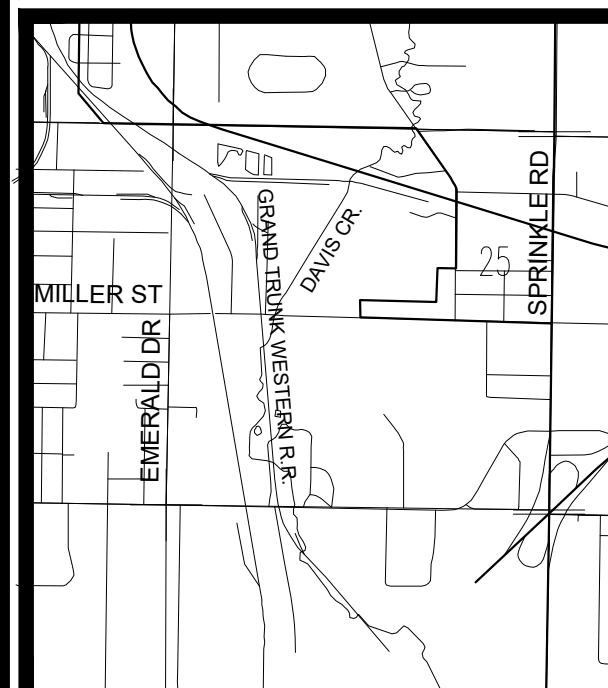
PHONE: (616) 649-9432

WEB SITE: http:// www.hrc-engr.com



Revision table with columns: Date, Description, and Revisions. Includes entries for 01/31/2022 (REVISED PER COK) and 01/26/2022 (FINAL PLAN SUBMITTAL).

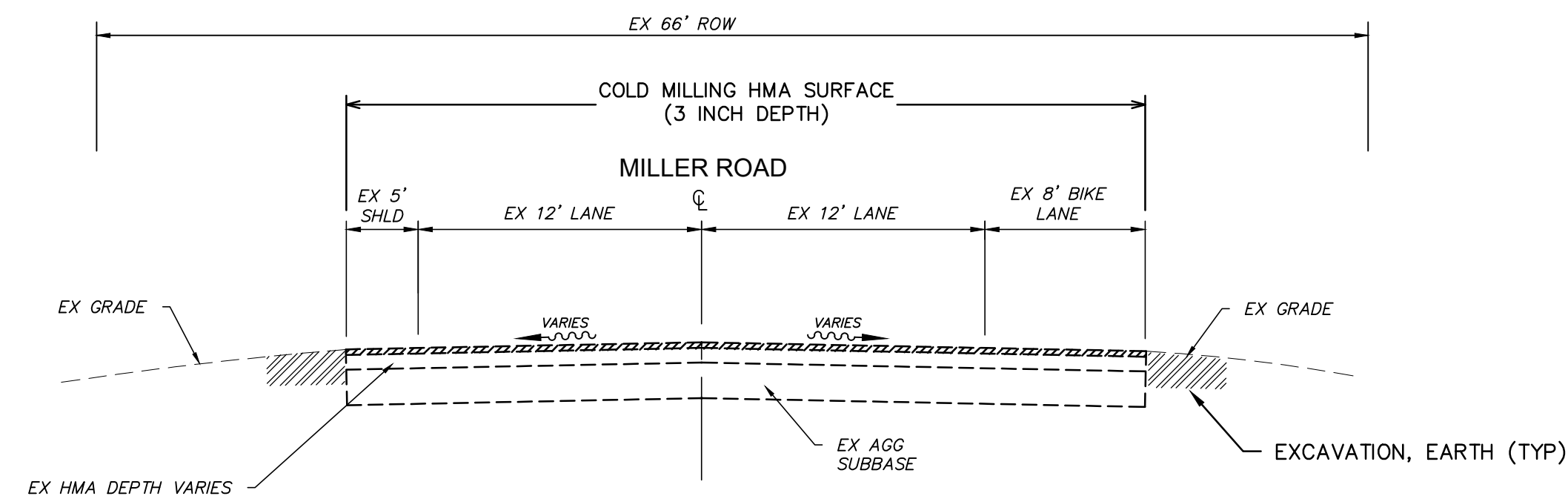
Approval table with columns: Role and Name. Includes DESIGNER, DRAWN, CHECKED, and APPROVED fields.



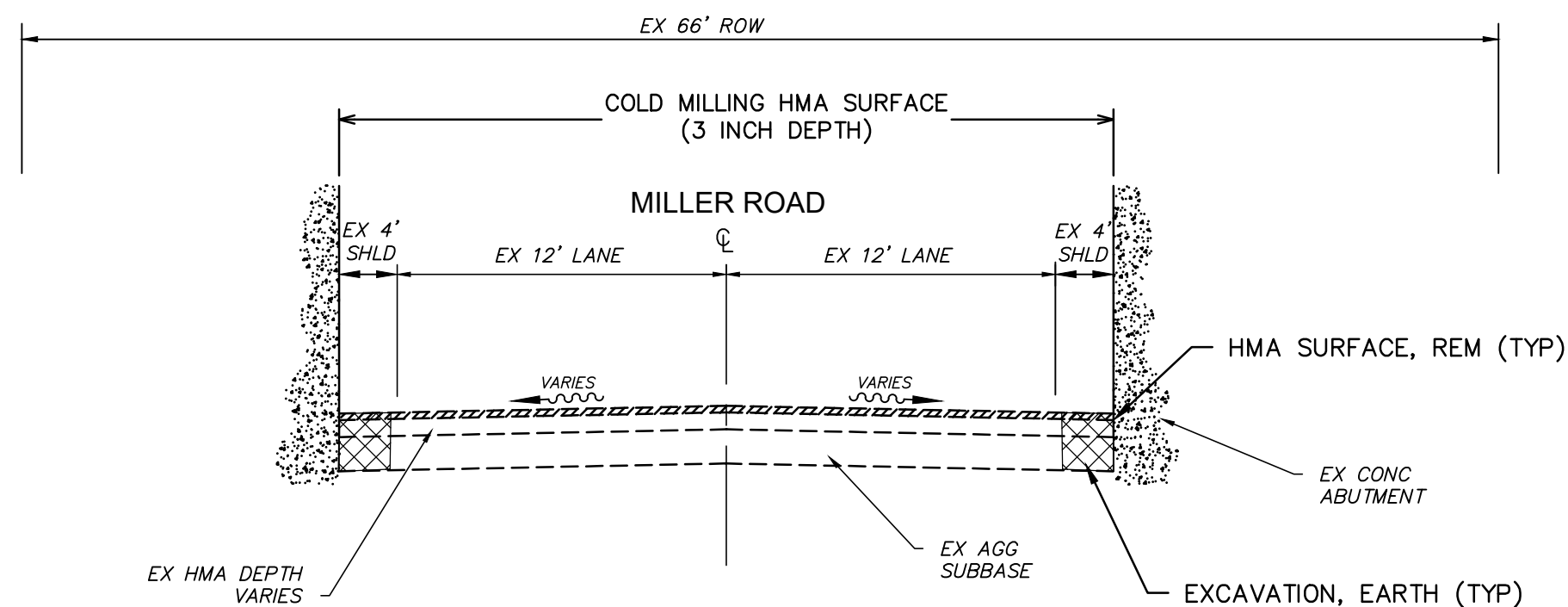
CITY OF KALAMAZOO MILLER ROAD REHABILITATION

NOTE SHEET

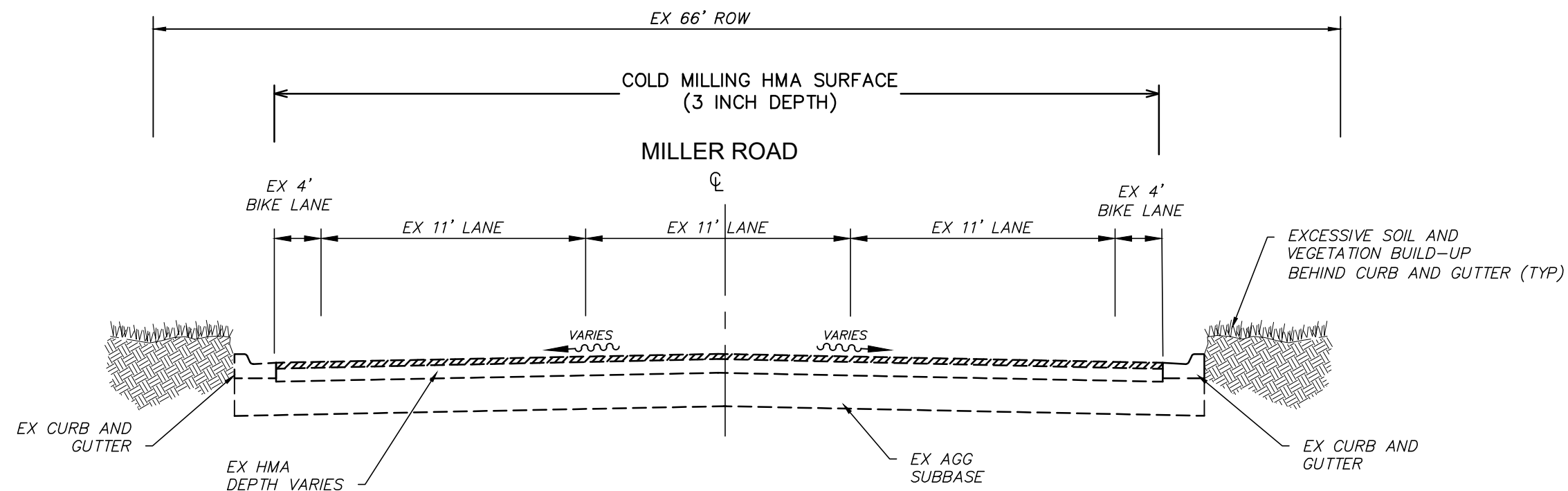
Table with columns: HRC JOB NO., SCALE, DATE, SHEET NO. Includes values for 20210105, January 2022, and 2 of 10.



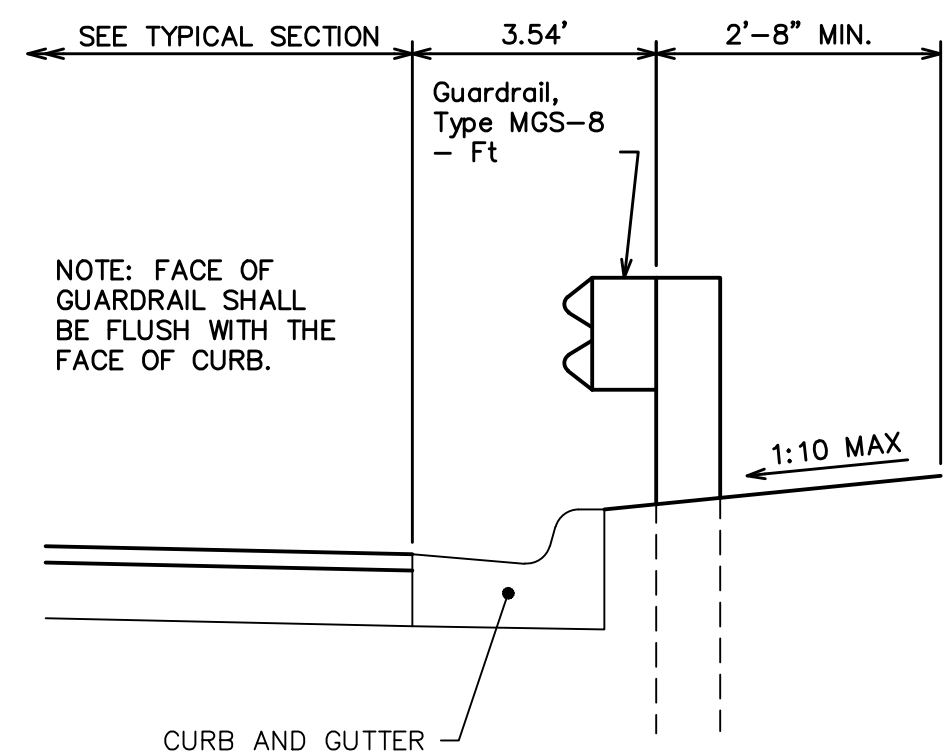
EXISTING TYPICAL REMOVAL SECTION  
APPLIES: POB STA 11+25 TO STA 16+15



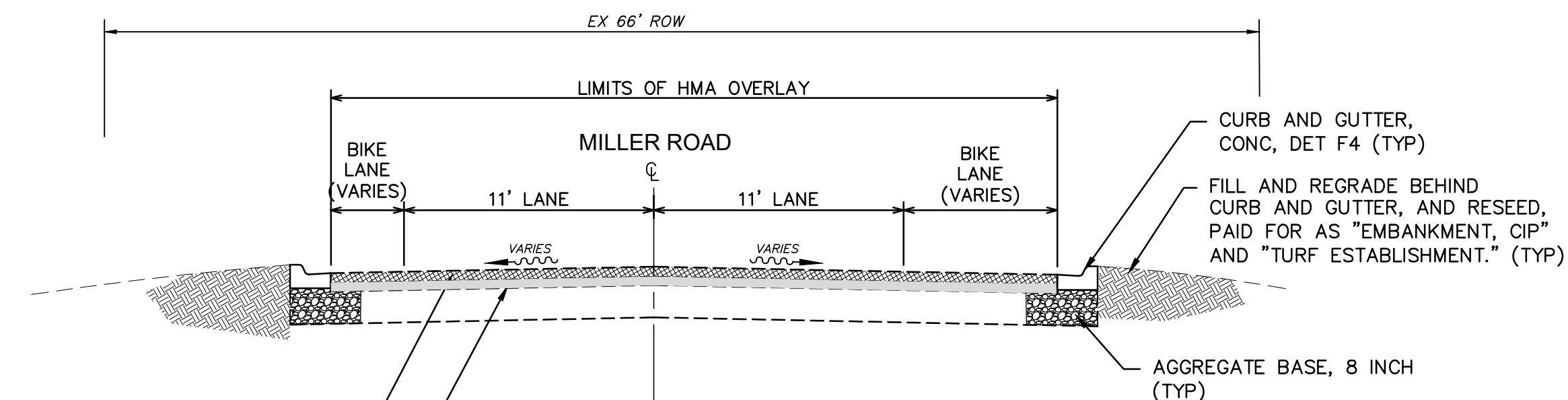
EXISTING TYPICAL REMOVAL SECTION  
APPLIES: STA 16+15 TO STA 17+05



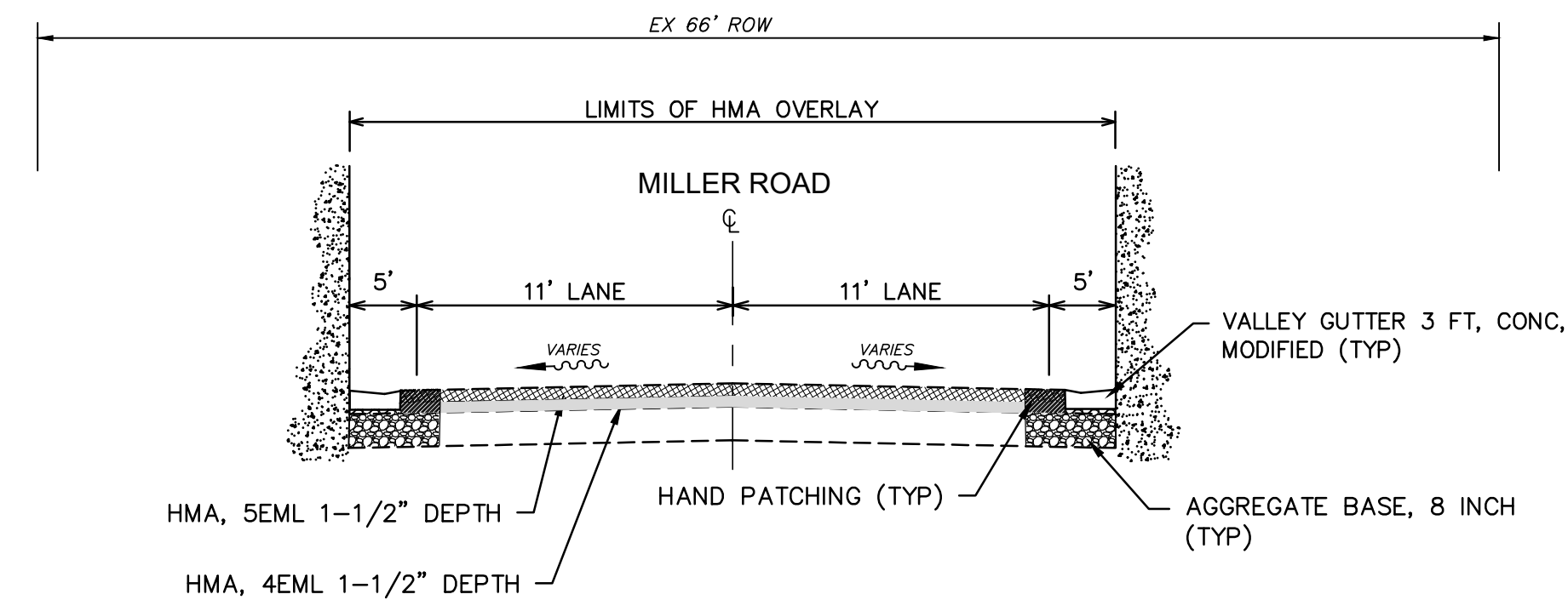
EXISTING TYPICAL REMOVAL SECTION  
APPLIES: STA 17+05 TO POE STA 63+22



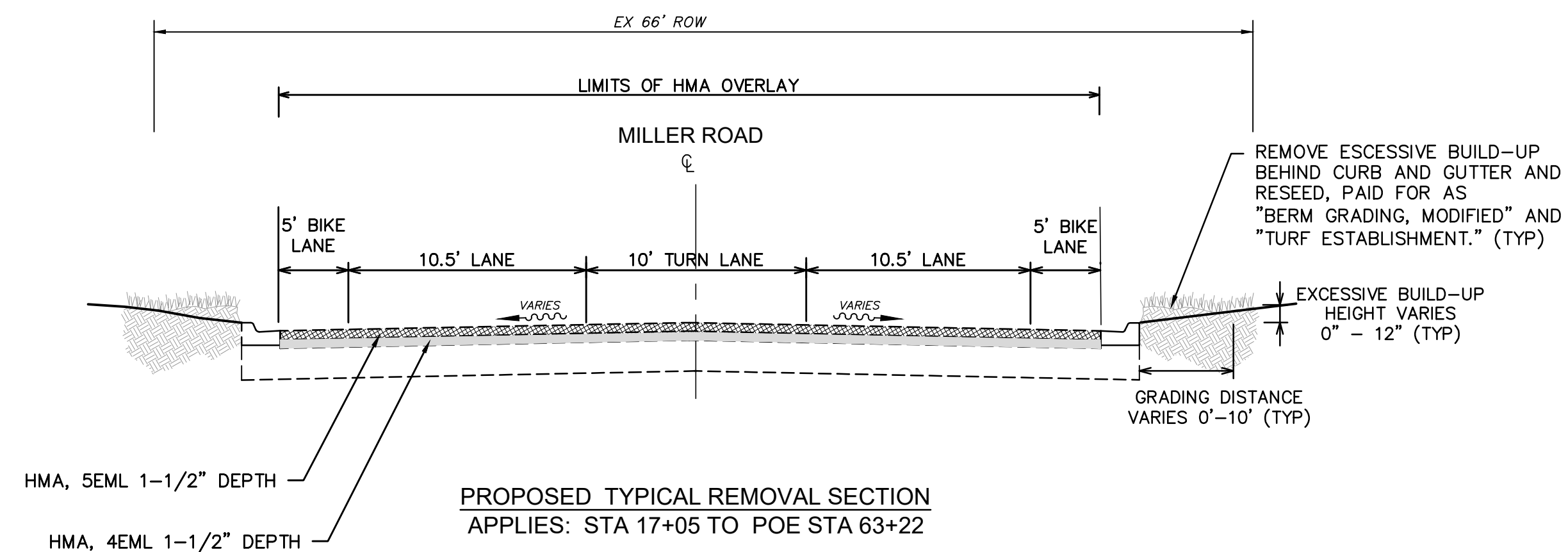
GUARDRAIL DETAIL WITH CURB AND GUTTER  
NTS



PROPOSED TYPICAL SECTION  
APPLIES: POB STA 11+25 TO STA 16+15



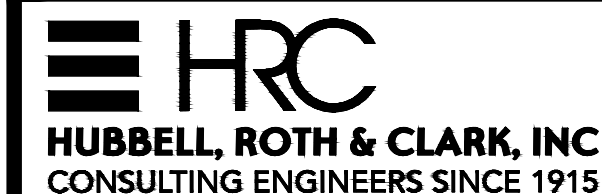
PROPOSED TYPICAL SECTION  
APPLIES: STA 16+15 TO STA 17+05



PROPOSED TYPICAL REMOVAL SECTION  
APPLIES: STA 17+05 TO POE STA 63+22

HMA APPLICATION ESTIMATE

ITEM	RATE: LBS/ SYD	PERFORMANCE GRADE	REMARKS
HMA, 5EML	165 LBS/SYD (1.5 INCHES)	64-28	TOP COURSE
HMA, 4EML	165 LBS/SYD (1.5 INCHES)	64-28	LEVELING COURSE
HMA APPROACH, HIGH STRESS	165 LBS/SYD (1.5 INCHES) PER LIFT 330 LBS/SQYD (3 INCHES) TOTAL	70-28	COMMERCIAL DRIVES
HAND PATCHING	220 LBS/SYD (2 INCHES) PER LIFT 440 LBS/SQYD (4 INCHES) TOTAL	64-28	WHERE NEEDED
HMA BOND COAT	0.05 - 0.165 GAL/ SYD		FOR INFORMATION ONLY



1925 BRETON RD SE, SUITE 100  
GRAND RAPIDS, MI 49506.

PHONE: (616) 649-9432

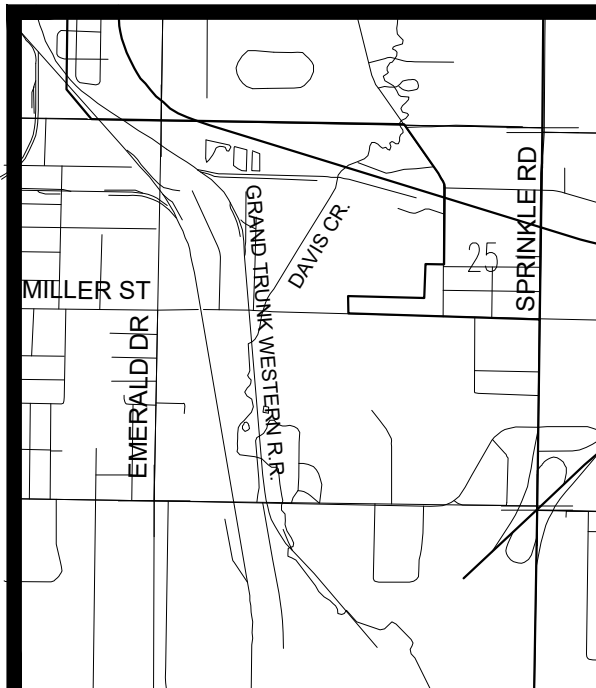
WEB SITE: <http://www.hrc-engr.com>



01/26/2022 FINAL PLAN SUBMITTAL

DATE ADDITIONS AND/OR REVISIONS

DESIGNED	DRW
DRAWN	DRW
CHECKED	BEF
APPROVED	



CITY OF  
**KALAMAZOO**  
MILLER ROAD  
REHABILITATION

TYPICAL CROSS  
SECTIONS

HRC JOB NO.

20210105

SCALE

NTS

DATE

January 2022

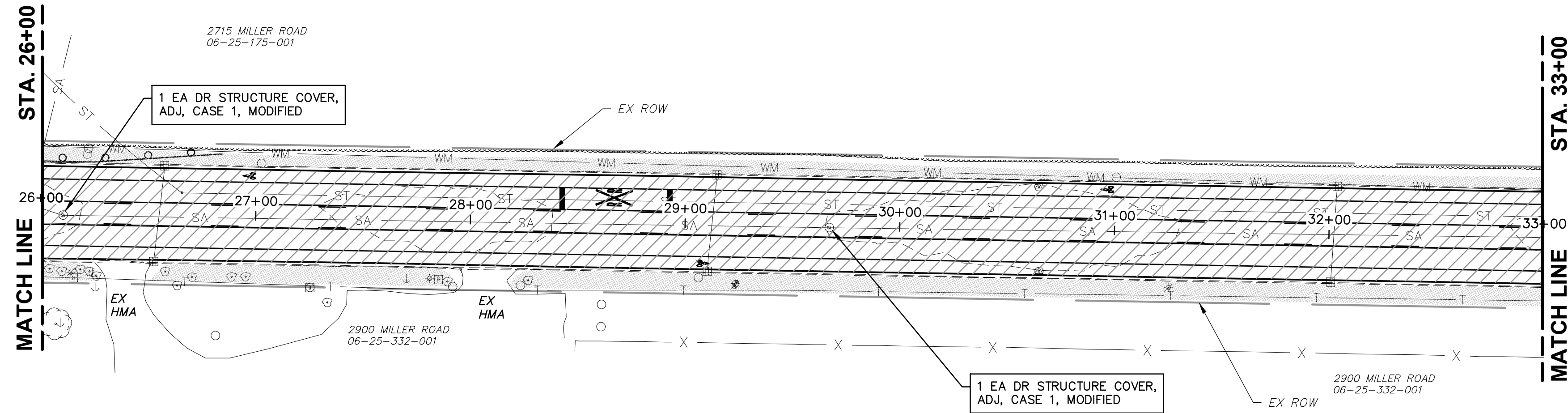
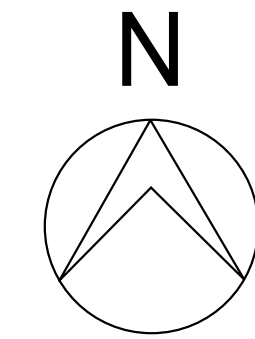
SHEET

NO.

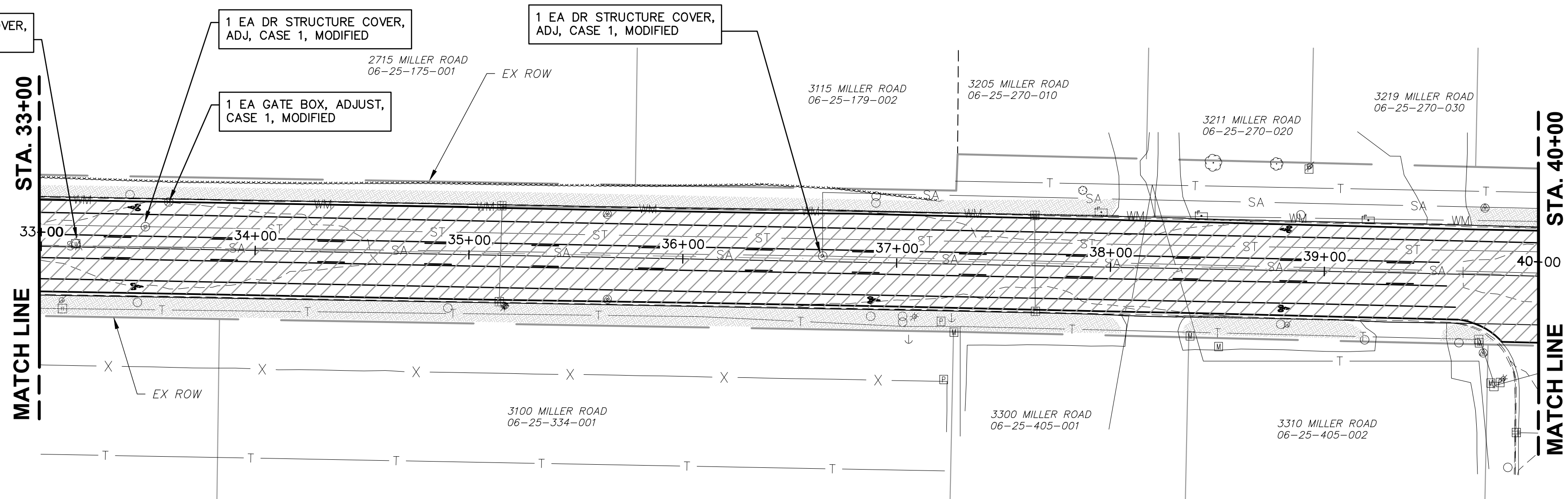
3

OF 10





MILLER ROAD



MILLER ROAD

QUANTITIES THIS SHEET		
QTY	UNIT	DESCRIPTION
26	Sta	Berm Grading, Modified
5	Ea	Dr Structure Cover, Adj, Case 1, Modified
6594	Syd	Cold Milling HMA Surface
545	Ton	HMA, 4EML
545	Ton	HMA, 5EML
1	Ea	Gate Box, Adjust, Case 1, Modified

LEGEND

- COLD MILLING HMA SURFACE, 3 INCH DEPTH  
HMA, 4EML, 1.5 INCH DEPTH  
HMA, 5EML, 1.5 INCH DEPTH
- BERM GRADING, MODIFIED  
TURF ESTABLISHMENT



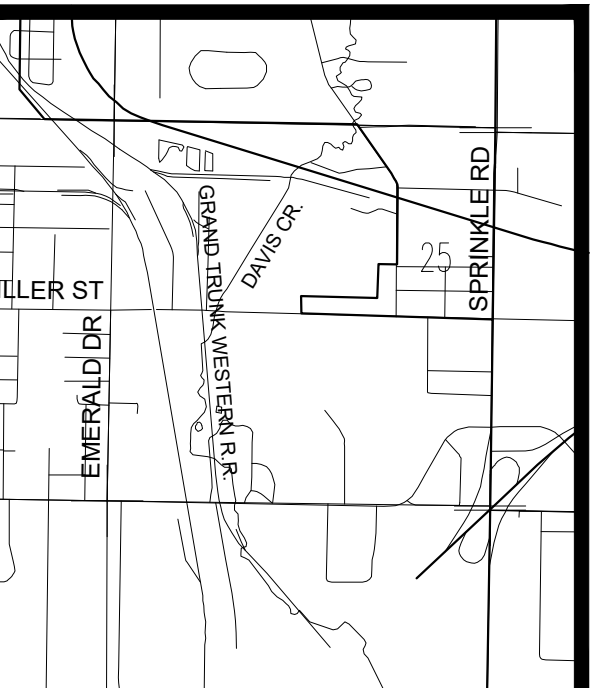
THREE FULL WORKING DAYS BEFORE YOU DIG, CALL THE MISS DIG SYSTEM AT 800-482-7171 OR 811.



**HUBBELL, ROTH & CLARK, INC.**  
CONSULTING ENGINEERS SINCE 1915  
1925 BRETON RD SE, SUITE 100  
GRAND RAPIDS, MI 49506.  
PHONE: (616) 649-9432  
WEB SITE: [http:// www.hrc-engr.com](http://www.hrc-engr.com)



01/26/2022	FINAL PLAN SUBMITTAL
DATE	ADDITIONS AND/OR REVISIONS
DESIGNED	
DRAWN	DRW
CHECKED	BEF
APPROVED	



**CITY OF KALAMAZOO**  
**MILLER ROAD REHABILITATION**

STA 26+00 TO STA 40+00

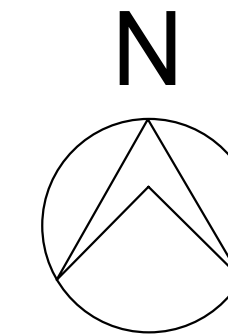
HRC JOB NO. 20210105	SCALE 1" = 40'
DATE January 2022	SHEET NO. 5 OF 10

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Wilcox, Danielle



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CONSULTING ENGINEERS SINCE 1915

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DATE ADDITIONS AND/OR REVISIONS

DESIGNED

DRAWN DRW

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CITY OF  
**KALAMAZOO**  
MILLER ROAD  
REHABILITATION

STA 40+00 TO  
STA 54+00

HRC JOB NO.

20210105

DATE

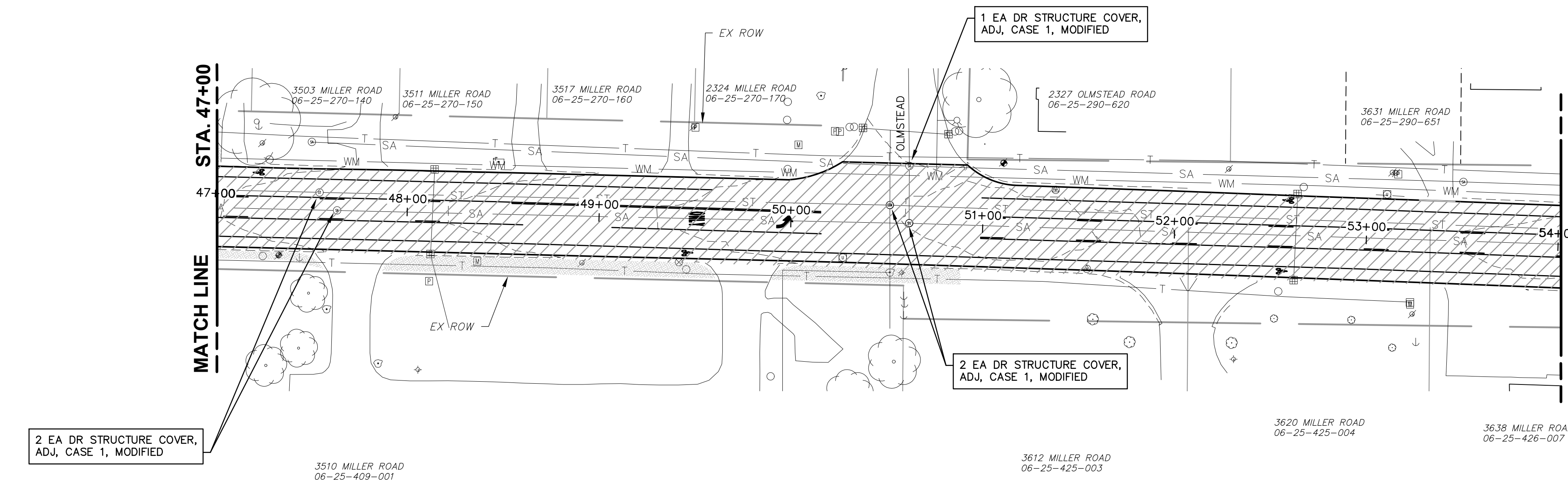
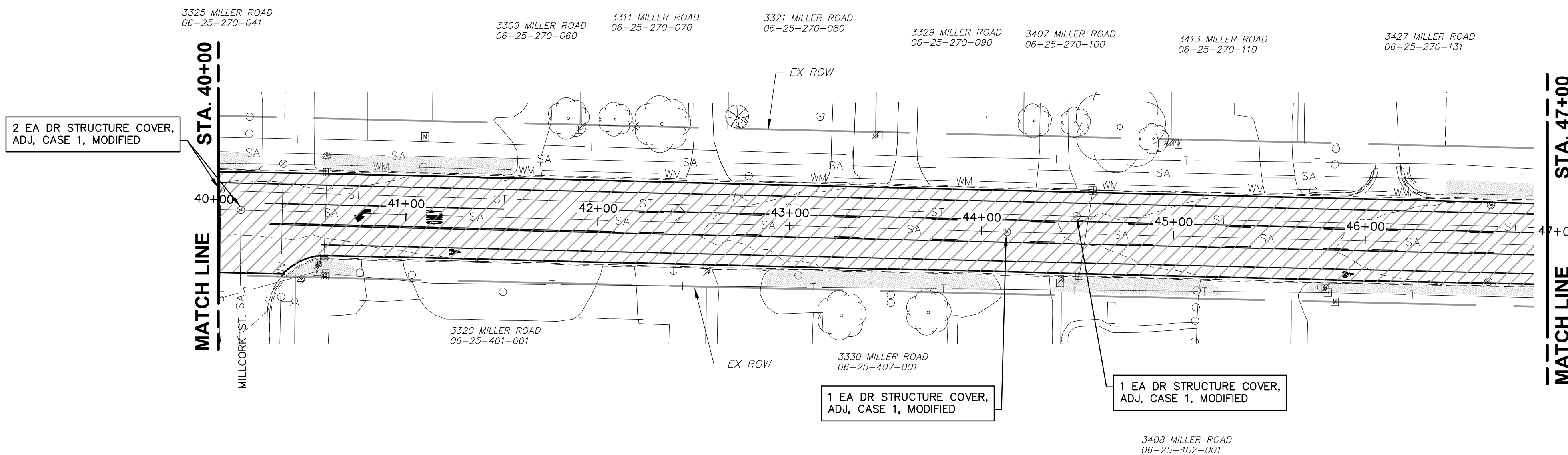
January 2022

SCALE

1" = 40'

SHEET

NO. 6 of 10



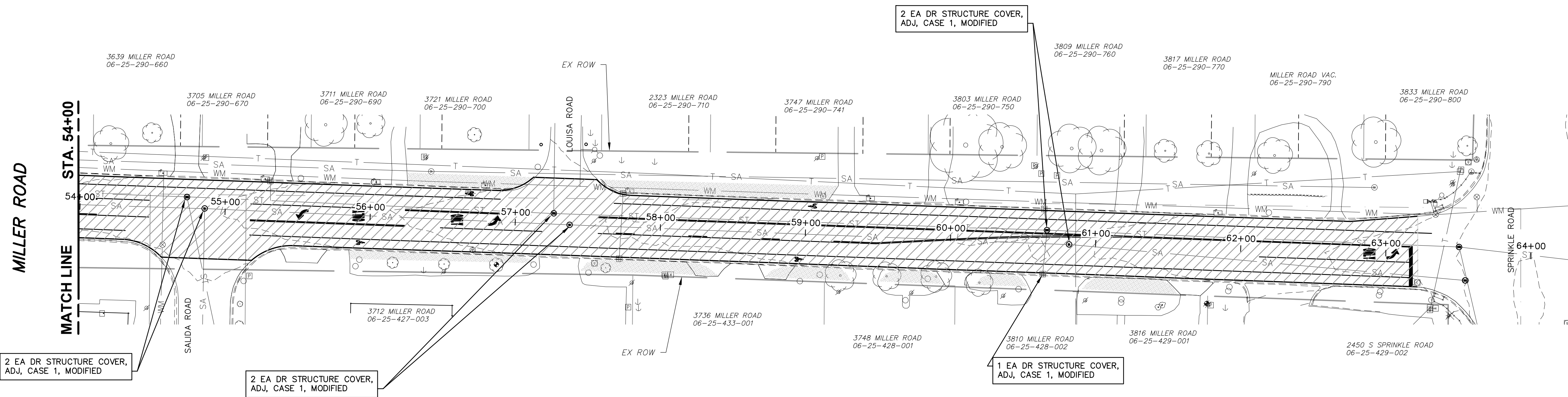
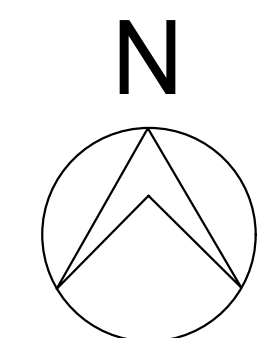
QUANTITIES THIS SHEET		
QTY	UNIT	DESCRIPTION
17	Sta	Berm Grading, Modified
9	Ea	Dr Structure Cover, Adj, Case 1, Modified
6817	Syd	Cold Milling HMA Surface
563	Ton	HMA, 4EML
563	Ton	HMA, 5EML

LEGEND

- COLD MILLING HMA SURFACE, 3 INCH DEPTH  
HMA, 4EML, 1.5 INCH DEPTH  
HMA, 5EML, 1.5 INCH DEPTH
- BERM GRADING, MODIFIED  
TURF ESTABLISHMENT



THREE FULL WORKING DAYS  
BEFORE YOU DIG, CALL THE  
MISS DIG SYSTEM AT  
800-482-7171 OR 811.



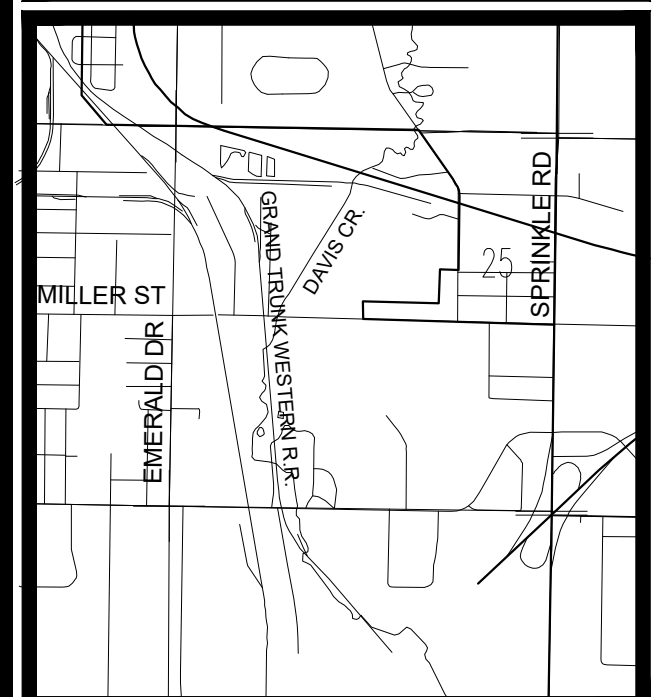
**HRC**  
**HUBBELL, ROTH & CLARK, INC**  
 CONSULTING ENGINEERS SINCE 1915  
 1925 BRETTON RD SE, SUITE 100  
 GRAND RAPIDS, MI 49506.  
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01/26/2022	FINAL PLAN SUBMITTAL
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CHECKED	BEF
APPROVED	

QUANTITIES THIS SHEET		
QTY	UNIT	DESCRIPTION
11	Sta	Berm Grading, Modified
7	Ea	Dr Structure Cover, Adj, Case 1, Modified
4534	Syd	Cold Milling HMA Surface
374	Ton	HMA, 4EML
374	Ton	HMA, 5EML

**LEGEND**

	COLD MILLING HMA SURFACE, 3 INCH DEPTH HMA, 4EML, 1.5 INCH DEPTH HMA, 5EML, 1.5 INCH DEPTH
	BERM GRADING, MODIFIED TURF ESTABLISHMENT

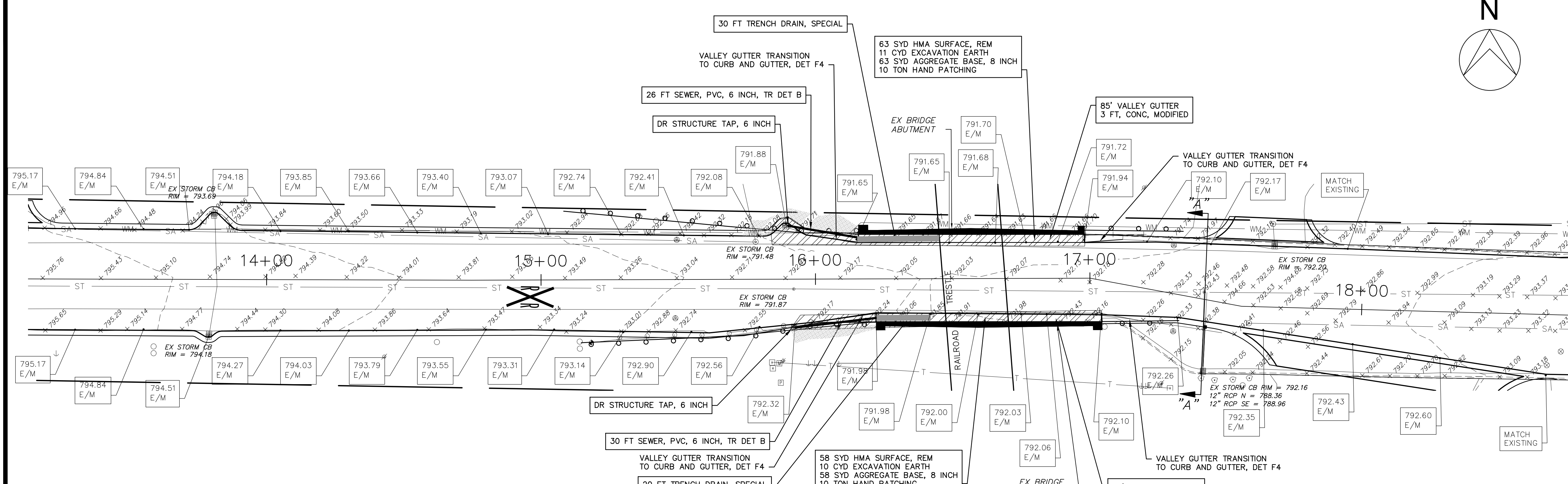
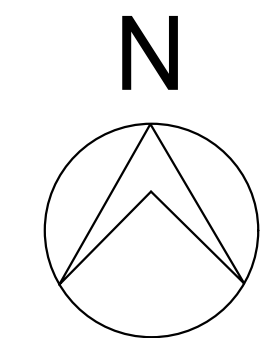


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 BEFORE YOU DIG, CALL THE  
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 800-482-7171 OR 811.

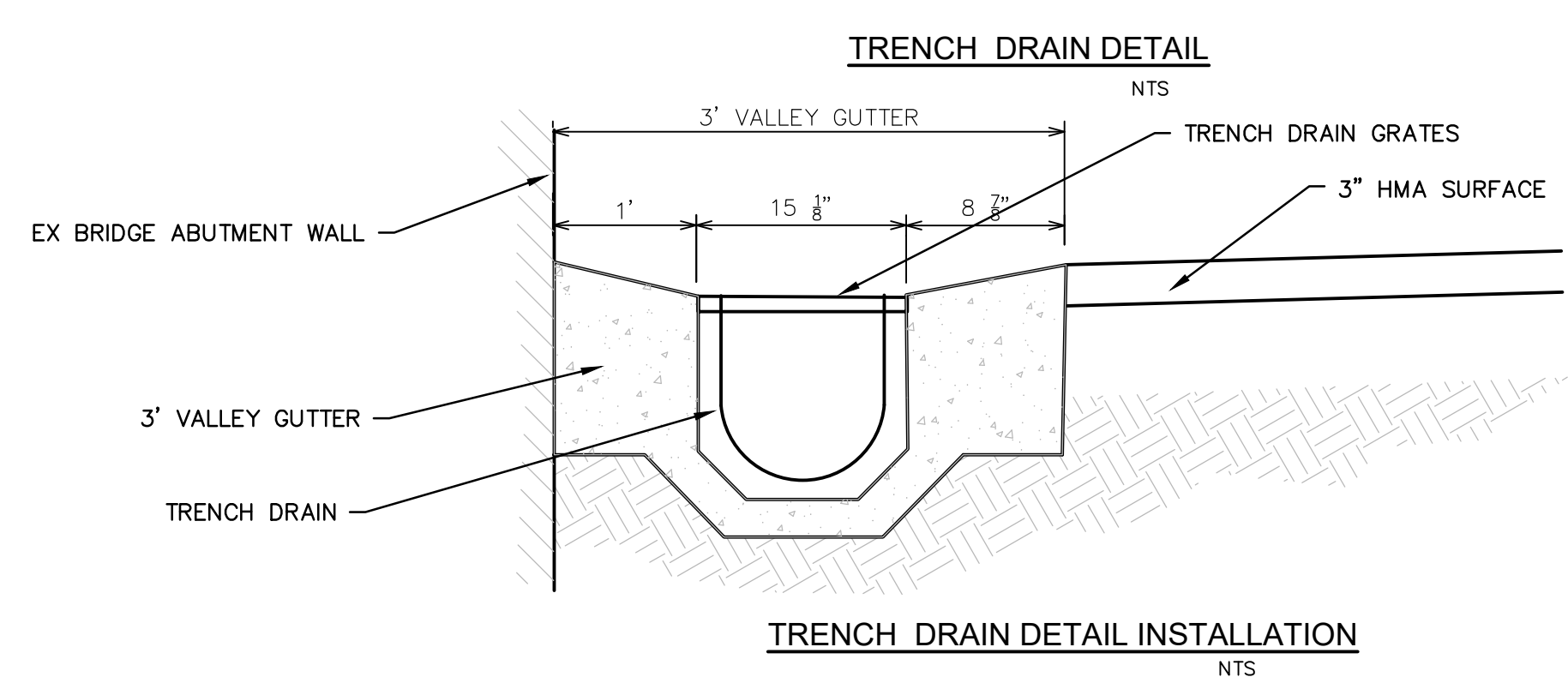
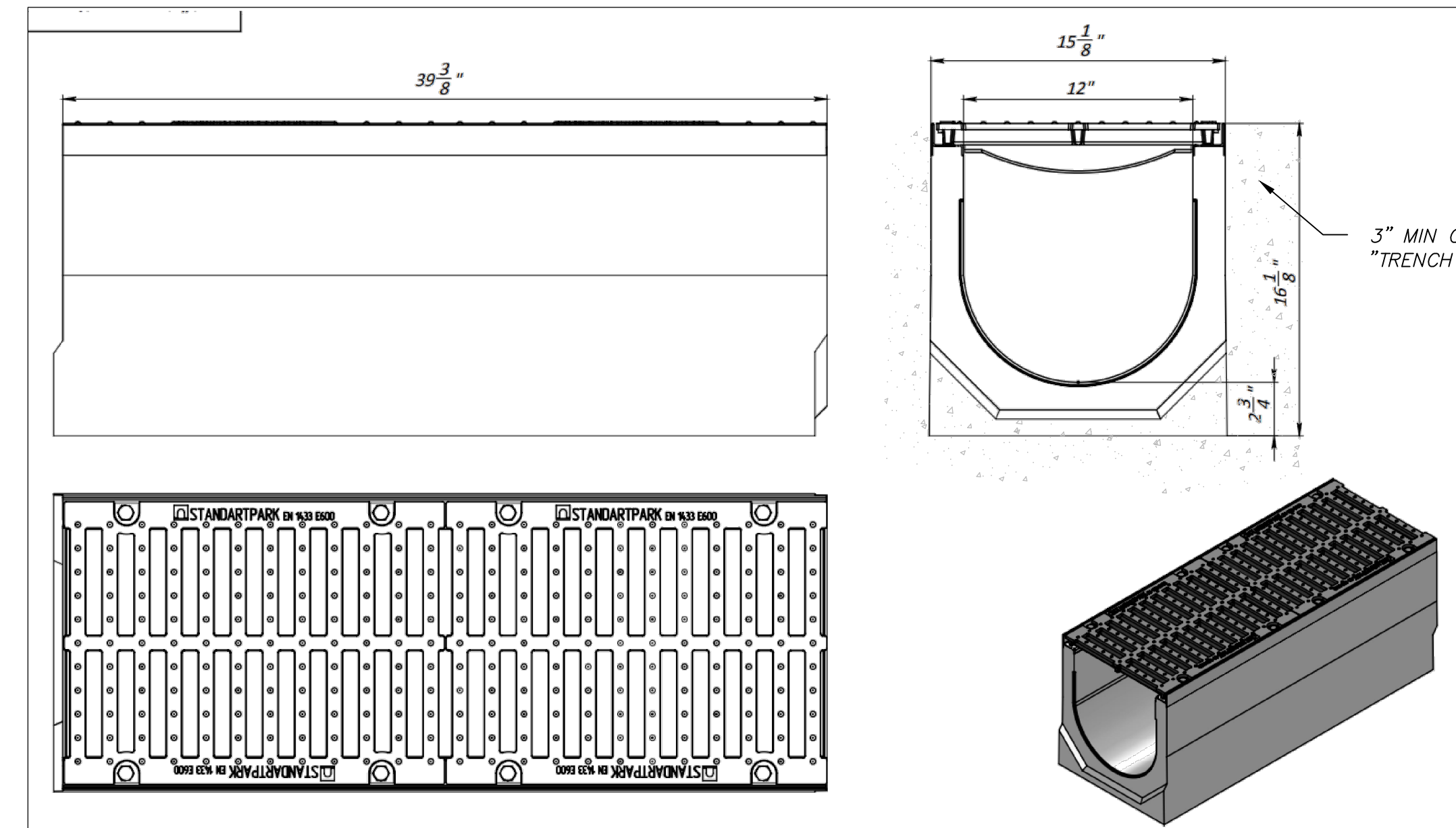
**CITY OF  
 KALAMAZOO  
 MILLER ROAD  
 REHABILITATION**

**STA 54+00  
 TO  
 POE 63+22**

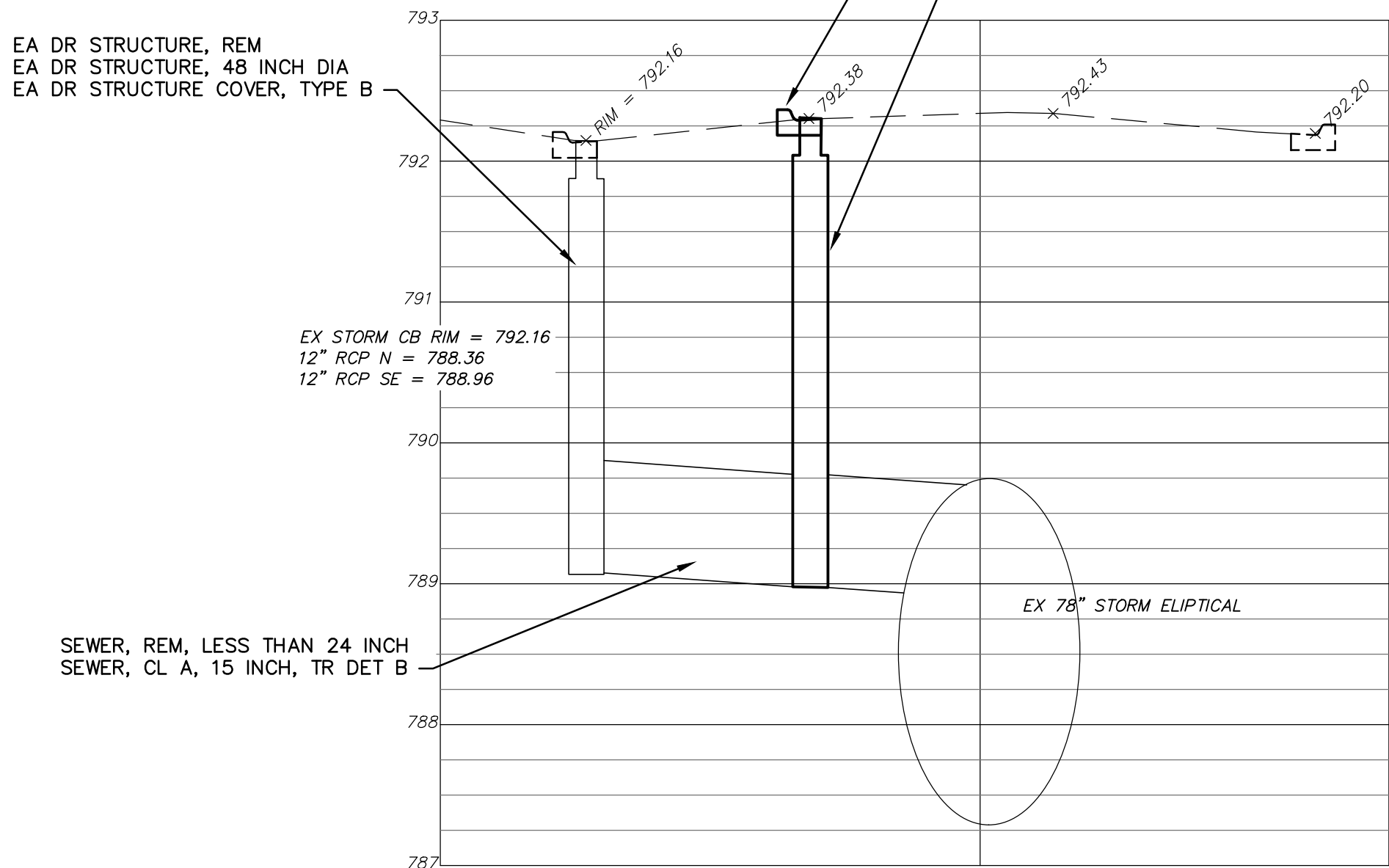
HRC JOB NO. 20210105	SCALE 1" = 40'
DATE January 2022	SHEET NO. 7 of 10



GRADING DETAIL  
1" = 20"



- 1 EA DR STRUCTURE, REM
- 1 EA DR STRUCTURE, 48 INCH DIA
- 1 EA DR STRUCTURE COVER, TYPE B



CROSS SECTION "A" - "A"  
NTS

GRADING DETAIL LEGEND

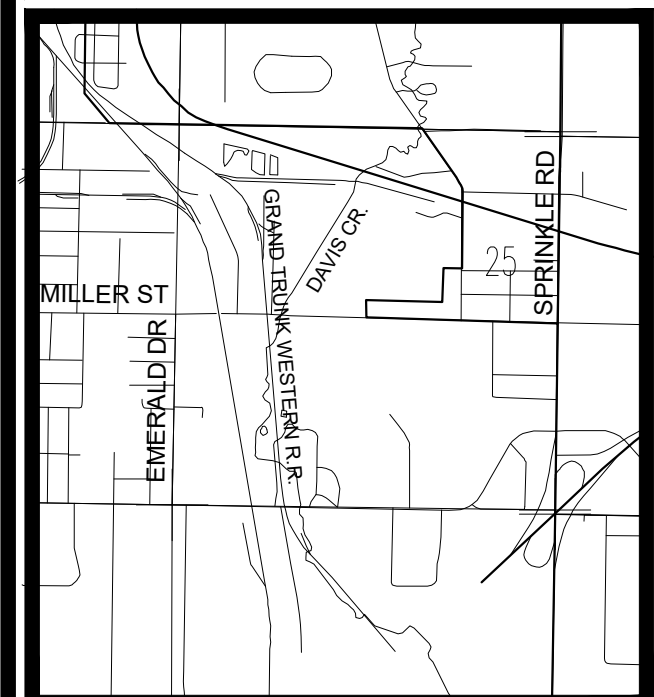
- +XXX.XX EXISTING SPOT ELEVATION
- XXX.XX E/M PROPOSED SPOT ELEVATION
- [Hatched Box] BERM GRADING, MODIFIED
- [Diagonal Lines Box] TURF ESTABLISHMENT
- [Diagonal Lines Box] HMA SURFACE, REM
- [Diagonal Lines Box] EXCAVATION EARTH
- [Diagonal Lines Box] AGGREGATE BASE, 8 INCH
- [Diagonal Lines Box] HAND PATCHING
- [Solid Line Box] TRENCH DRAIN, SPECIAL

QUANTITIES THIS SHEET

QTY	UNIT	DESCRIPTION
281	Cyd	Excavation, Earth
1	Sta	Berm Grading, Modified
628	Syd	Aggregate Base, 8 inch
50	Ft	Trench Drain, Special
2	Ea	Dr Structure, Tap, 6 inch
121	Syd	HMA Surface, Rem
70	Ton	Hand Patching
170	Ft	Valley Gutter, 3 Ft, Conc, Modified
56	Ft	Sewer, PVC, 6 Inch, Tr Det B

**HRC**  
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DESIGNED	DRW
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CITY OF  
**KALAMAZOO**  
MILLER ROAD  
REHABILITATION

GRADING AND DRAINAGE DETAILS

HRC JOB NO. 20210105	SCALE 1" = 40'
DATE January 2022	SHEET NO. 8 OF 10

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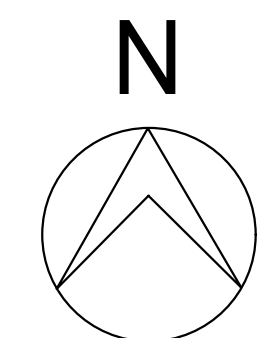
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Wilcox, Danielle

MILLER ROAD

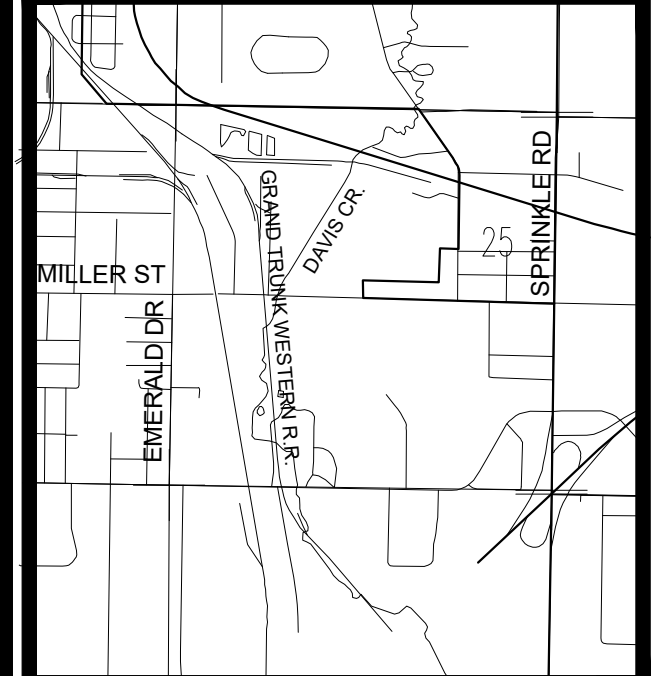
MILLER ROAD

MILLER ROAD



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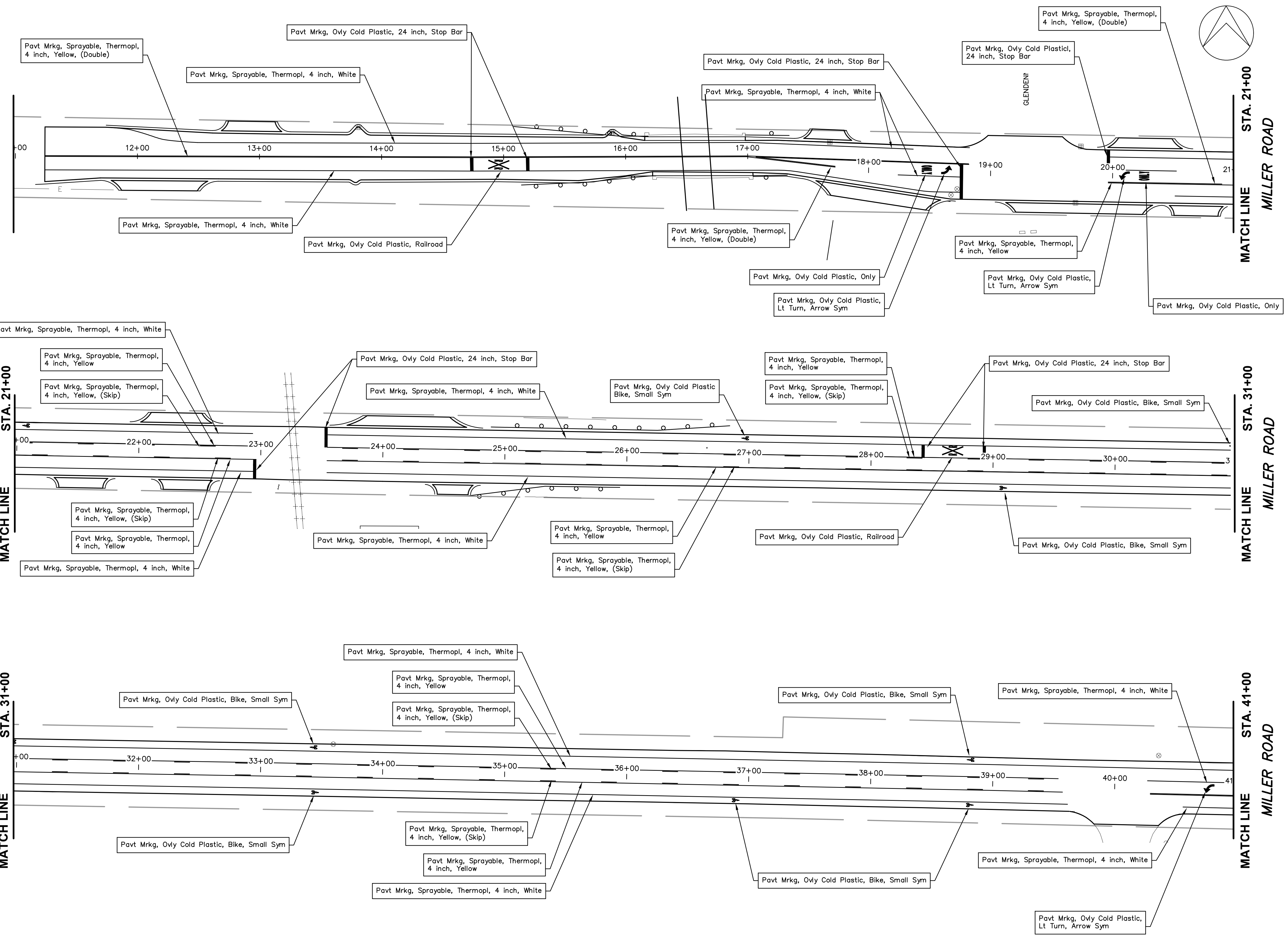
DATE	ADDITIONS AND/OR REVISIONS
01/31/2022	REVISIONS PER COK
01/26/2022	FINAL PLAN SUBMITTAL
DESIGNED	
DRAWN	DRW
CHECKED	BEF
APPROVED	



**CITY OF KALAMAZOO**  
**MILLER ROAD REHABILITATION**

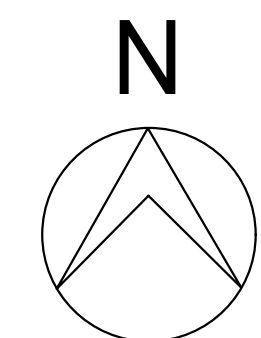
**PAVEMENT MARKINGS**  
**POB 11+25**  
**TO**  
**STA 41+00**

HRC JOB NO. 20210105	SCALE 1" = 40'
DATE January 2022	SHEET NO. 9 OF 10



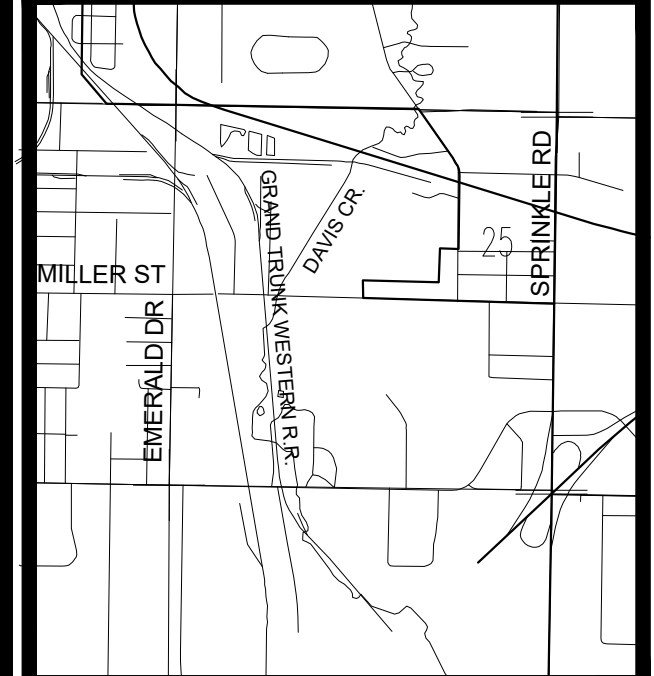
QUANTITIES FOR PAVEMENT MARKINGS SHOWN ON SHEET 10





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**HUBBELL, ROTH & CLARK, INC.**  
 CONSULTING ENGINEERS SINCE 1915  
 1925 BRETON RD SE, SUITE 100  
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01/31/2022	REVISED PER COK
01/26/2022	FINAL PLAN SUBMITTAL
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DESIGNED	
DRAWN	DRW
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**CITY OF KALAMAZOO**  
**MILLER ROAD REHABILITATION**

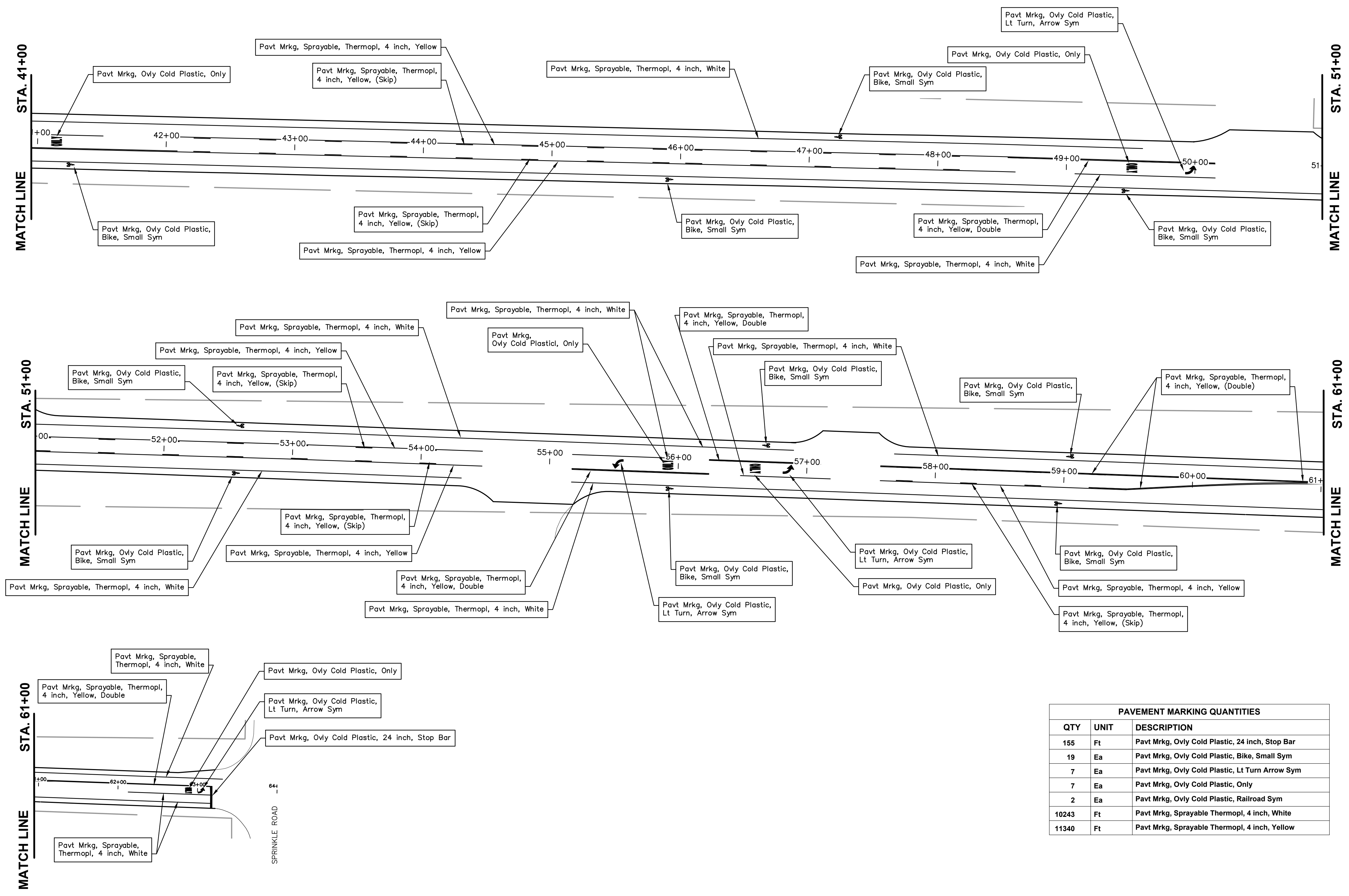
**PAVEMENT MARKINGS**  
**STA 41+00 TO POE 63+22**

HRC JOB NO. 20210105	SCALE 1" = 40'
DATE January 2022	SHEET NO. 10 OF 10

MILLER ROAD

MILLER ROAD

MILLER ROAD



PAVEMENT MARKING QUANTITIES		
QTY	UNIT	DESCRIPTION
155	Ft	Pavt Mrkg, Ovl Cold Plastic, 24 inch, Stop Bar
19	Ea	Pavt Mrkg, Ovl Cold Plastic, Bike, Small Sym
7	Ea	Pavt Mrkg, Ovl Cold Plastic, Lt Turn Arrow Sym
7	Ea	Pavt Mrkg, Ovl Cold Plastic, Only
2	Ea	Pavt Mrkg, Ovl Cold Plastic, Railroad Sym
10243	Ft	Pavt Mrkg, Sprayable Thermopl, 4 inch, White
11340	Ft	Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow

SPRINKLE ROAD

**APPENDIX C  
SPECIAL PROVISIONS**



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

**SPECIAL PROVISIONS**

**Miller Road (Emerald to Sprinkle)**

**Bid Reference #: 91395-001.0**

CITY OF KALAMAZOO

**COORDINATION CLAUSE**

HRC/LNM

1 of 1

12/17/21

Other contracts or work activities may commence within the immediate area during the life of this contract.

The Contractor shall conduct operations so as to cooperate with and interfere as little as possible with activities of other Contractors, Utilities, or other Public Agencies working within or adjacent to the construction limits of the project in accordance with Section 104.08 of the Michigan Department of Transportation's 2020 Standard Specifications for Construction.

CITY OF KALAMAZOO

**PROGRESS CLAUSE**

HRC/LNM

1 of 1

12/17/2021

**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 sates that the work items 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 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. The Engineer anticipates that construction can begin no earlier than **May 1, 2022**.

**d.** The project must be open to traffic, including final site restoration, permanent pavement markings and signs, punchlist, and/or project clean-up on or before **August 1, 2022**.

**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 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 for the 2020 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**

HRC/LNM

1 of 1

12/17/21

The Contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.08 of the 2020 MDOT Standard Specifications for Construction. In addition, for the protection of underground utilities, the Contractor shall follow the requirements in Section 107.12 of the 2020 MDOT Standard Specifications for Construction. Contractor delay claims resulting from a utility will be determined based upon Section 108.09 and 109.05.E of the 2020 MDOT Standard Specifications for Construction.

Public Utilities

The following public utilities have facilities located within the right-of-way:

Electric:	Consumers Energy 2500 E. Cork Street Kalamazoo, MI 49001 Mr. Andre Taylor (269) 337-2245	Sanitary:	City of Kalamazoo 1415 North Harrison Street Kalamazoo, MI 49007 Mr. Ryan Stoughton (269) 337-8736
Gas:	Consumers Energy 2500 E. Cork Street Kalamazoo, MI 49001 Mr. Kyle Oak (269) 337-2366	Traffic:	City of Kalamazoo Public Works 415 E. Stockbridge Ave. Kalamazoo, MI 49001 Mr. Anthony Ladd, PE (269) 337-8215
Telephone:	AT&T 2919 Millcork Street Kalamazoo, MI 49001 Mr. Phil Bardocz (269) 823-3339 Ms. Carrie DeMott (269) 384-4472	Fiber:	Zayo Group 240 E. South Street Lansing, MI 48910 Anthony Morio (850) 420-2505
Cable:	Charter Communications 4176 Commercial Drive Portage, MI 49002 Mr. Gary Wilson (269) 792-0638	Water:	City of Kalamazoo 415 E. Stockbridge Avenue Kalamazoo, MI 49001 Mr. Tom Buszka

CITY OF KALAMAZOO  
SPECIAL PROVISION  
FOR  
**MAINTAINING TRAFFIC**

HRC/CGV

1 of 5

12/08/2021

**a. Description.** This special provision consists of requirements and restrictions to maintain traffic on Miller Road from Emerald Drive to Sprinkle Road in the City of Kalamazoo, Kalamazoo Township, Kalamazoo County.

**b. General.** Maintain traffic throughout the project in accordance with the standard specifications, typicals, and supplemental specifications in the contract and as described on the plans for this project.

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

1. On Miller Road from approximately 0.5 miles east of Emerald Drive to 0.5 miles west of Sprinkle Road.
2. In addition, the CIA includes the right-of-way of any designated detour route or alternate route, intersecting roads and ramps adjacent to the work zone for a distance of approximately 1/4 mile in advance of the work zone or as far as the construction or detour signing extends.

**d. Traffic Restrictions.** Maintain traffic in accordance with the Maintaining Traffic Typicals contained herein, except as noted below. Changes or adjustments to the Maintaining Traffic Typicals may be necessary to fit field conditions, subject to approval of the Engineer or as determined by the Engineer.

1. Utilize the following Maintaining Traffic Typicals:

- A. 101-GEN-SPACING-CHARTS
- B. 102-GEN-NOTES
- C. 110-TR-NFW-2L
- D. 112-TR-CLT
- E. 137-CLT-SHIFT-OLC
- F. 162-INT-LD-MID
- G. 164-INT-SD-MID

2. Do not work, deliver material, or close lanes (other than approved stage closures) during the holiday periods or Special events.

3. Maintain a minimum of one lane of traffic in each direction at all times on Miller Road. Traffic regulation sequences shall be used for all locations where two way traffic can not be maintained.

4. Maintain a minimum of one lane of traffic in each direction at all times on all signalized side roads.

5. When a lane is closed, place channelizing devices at cross streets and major drives to form a radius that clearly defines the approaches to the through and turning traffic.

6. Maintain access to all driveways as directed by the Engineer unless prior agreements are made with the respective property owners. The cost of constructing driveways part width will not be paid for separately but will be considered included in the cost of other driveway pay items.

**e. Traffic General.**

1. For any lane open to traffic, provide a minimum lane width of 11 feet with 2 feet of shy distance on both sides unless identified otherwise on plans.
2. Do not close lanes or utilize traffic regulation sequences where work can be accomplished with a shoulder closure. Do not occupy any part of the active traffic lane with personnel or equipment when utilizing a shoulder closure. Place lane closures and traffic regulation operations only in areas as show on the plans unless otherwise directed by the Engineer.
3. Prior to shifting traffic onto shoulders or opening any lanes/shoulders, remove, by sweeping all accumulated debris that has collected within the shoulder and/or within the closed lane/shoulder.
4. A speed reduction will not be used. Set the work zone speed limit on Miller Road to 30 miles per hour (mph).
5. Protect the work area at the end of each day. Close all open access points on the project to traffic with Type III barricades or other devices approved by the Engineer.
6. The Engineer will be responsible for notifying emergency services, transit agencies, law enforcement and schools prior to any lane closures, detours or major traffic shifts. In addition, the Contractor will be responsible for working with and complying with any coordination that is necessary with the Department and emergency services, transit agencies, law enforcement and schools. All costs associated with these coordination efforts will be considered included in the pay item "Minor Traf Devices".
7. Obtain all necessary permits from local governments within areas of local jurisdiction, including noise/dust ordinance waivers when required, prior to placing construction signing on local roads.
8. Once work is initiated that includes any lane restrictions, that work must be continued daily until completed. A lack of work activity for more than 3 days will require the removal of lane closures at no expense to the Department.

**f. Traffic Regulator Control.**

1. Maintain two-way traffic at all times on Miller Road using traffic regulator control. A traffic regulator sequence is allowed to cover a maximum closure length of 0.5 miles. Place the arrow panel, signs and channelizing taper for the traffic regulator operation at locations approved by the Engineer for adequate visibility by oncoming traffic.
2. Do not utilize more than 1 traffic regulator operation(s) at one time on Miller Road.

**g. Stage Construction.** Maintain traffic in accordance with the restrictions listed in section d. Traffic Restrictions and the suggested sequence of operations contained herein. Use of an alternate traffic control plan is subject to review and approval by the Engineer.

1. Stage 1.
  - A. Construct south side of Miller Road
2. Stage 2.
  - A. Construct north side of Miller Road

**h. 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.
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.

**i. Hot Mix Asphalt (HMA) Work.**

1. Resurface all HMA milled areas the same day as the HMA cold milling operation.
2. No traffic is allowed on the HMA milled surface, unless directed by the Engineer.

**j. Unique Traffic Control Requirements.**

1. Project shall be constructed half-width with two-way traffic maintained at all times

**k. Traffic Control Devices.** Ensure all traffic control devices are in accordance with the *MMUTCD* and must meet the "acceptable" criteria as defined in the *ATSSA* publication entitled "*Quality Guidelines for Temporary Traffic Control Devices and Features*" at the time of initial deployment and after each major stage change.

1. During non-working periods, place applicable advance signs and channelizing devices at specific locations, as directed by the Engineer, at no additional cost to the Department.
2. Notify the Engineer 24 hours in advance of when traffic control devices are being delivered to the project site, to allow for initial inspection of devices to take place.
3. Remove from the project site all traffic control devices (including detour signing) no longer needed for a particular operation and equipment for construction within 14 calendar days of reopening the shoulder/lane/roadway.
4. Channelizing Devices.
  - A. Ensure all devices have sufficient ballast to prevent moving or tipping. If moving or tipping occurs, place additional ballast, as directed by the Engineer, at no additional cost to the Department. No more than two ballasts are allowed on each channelizing device.
  - B. Do not use caution tape on this project.



5. Temporary Signs.

A. Additional W20-1 (ROAD WORK AHEAD) signs are included in the quantities to be placed on all intersecting or adjacent roads where construction activities may be encountered.

**I. Traffic Signals.**

1. Coordinate the removal or modification of existing traffic signals and installation of temporary or permanent signals with the Engineer.

2. Prior to each stage, all temporary and/or permanent traffic signal work necessary for traffic control during that stage must be complete and fully operational.

3. Adjust placement of temporary signal devices in the field, so that opposing traffic can be seen in a stopped condition where possible, as directed by the Engineer.

4. Prior to each stage, cover any signal indications or overhead signing in conflict with traffic movements during that stage. Methods of covering signs and signal indications require approval by the Engineer before placement.

5. If it becomes necessary to perform installation activities in the middle of an intersection where lane closures would be impractical, obtain police assistance. The Engineer will determine the times police assistance may be used at the intersection. Expedite work in the intersection to minimize the time police assistance is required.

**m. Temporary Pavement Markings.**

1. Remove conflicting pavement markings, pavement markings in taper/transition areas and other markings as directed by the Engineer, for operations occupying a location longer than 3 days. Durable markings in these areas should be covered rather than be removed.

2. Quantities for temporary tape to be placed during paving operations are based on the MDOT PAVE 900 Series standard plans.

3. When Type R or NR tape is used, ensure that all temporary pavement markings adhere to the pavement surface until permanent markings are installed.

4. Complete temporary pavement markings in each stage prior to shifting traffic as directed by the Engineer.

5. Replace all existing pavement markings that are removed for traffic control or obliterated during construction.

**n. Measurement and Payment.** Payment will be in accordance with the standard specifications unless otherwise specified. No additional payment will be made for the following activities:

1. Transporting traffic control items from site to site.
2. Providing sufficient vehicles and staff to make changes as-needed on site during work.
3. Providing sufficient vehicles and staff to remove closures from the roadway.

4. Providing additional traffic control devices required to expedite the construction for the convenience of the Contractor.

CITY OF KALAMAZOO  
SPECIAL PROVISION  
FOR  
**FENCE, CHAIN LINK, 48 INCH, SPECIAL**

HRC/LNM

1 of 1

12/17/21

**a. Description.** The work shall consist of providing and installing chain link fence in accordance with section 808 of the *Michigan Department of Transportation (MDOT) 2020 Standard Specification for Construction* and Standard Plan Series R-98 except as herein provided.

**b. Materials.** All materials shall be furnished in accordance with the *MDOT 2020 Standard Specification for Construction* expect as noted herein:

1. Top rail required instead of tension wire. Top rail shall be 1-1/2" diameter.

**c. Construction Methods.** The fence shall be installed per manufacturer's specifications and shall be placed straight and plumb at locations indicated on the plans or as directed by the Engineer.

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

Contract Item (Pay Item)	Pay Unit
<b>Fence, Chain Link, 48 inch, Special.....</b>	<b>Foot</b>

1. The unit price for **Fence, Chain Link, 48 inch, Special** will be measured and paid for by the foot and includes the cost of materials, equipment, and labor and items of work including but not limited to all posts, top rail, chain link fabric, stretcher bars, fabric bands or wires, truss rod assemblies, and concrete footings.

CITY OF KALAMAZOO  
SPECIAL PROVISION  
FOR  
**SINGLE-SIDED CRASH CUSHION (BEAT-SSCC)**

HRC/LNM

1 of 3

12/15/2021

**a. Description.** This item consists of the furnishing, and installation of a box beam bursting energy absorbing terminal – single-sided crash cushion (BEAT-SSCC), or equal, based on equivalent crash-test results, equivalent site-space requirements, and acceptance to NCHRP 350 test level by the Federal Highway Administration. The BEAT-SSCC is a patented product and may be obtained from Road Systems, Inc., 3616 Old Howard County Airport Road, Big Spring, Texas 79720.

**b. Materials.** All materials shall be furnished by the Contractor and will be new at initial installation and shall conform to the details shown.

**c. Construction Methods.** BEAT-SSCC will be installed in accordance with the manufacturer’s shop drawings and in accordance with the details shown on the plans.

Damaged parts will be repaired or replaced immediately.

The manufacturer will provide to the Engineer one installation and repair manual specific to the BEAT-SSCC for each contract.

**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:

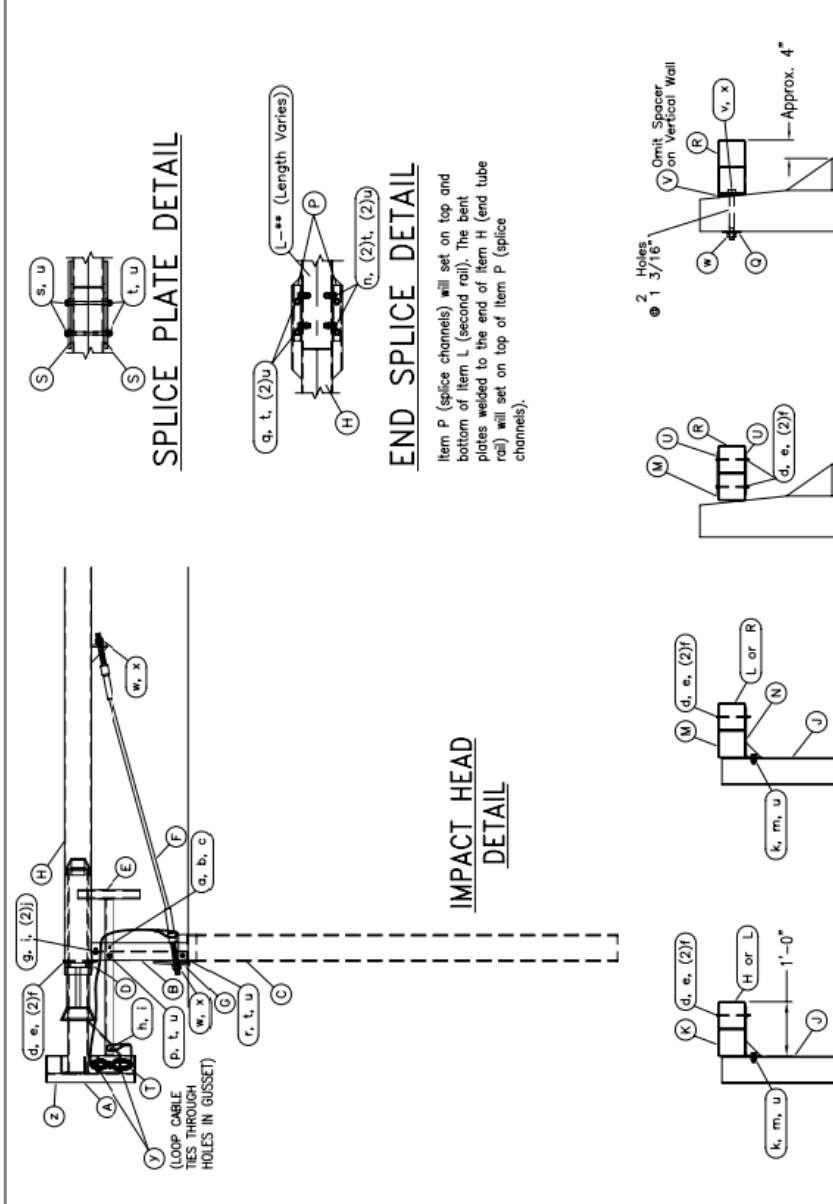
Contract Item (Pay Item)	Pay Unit
<b>Single-Sided Crash Cushion, BEAT-SSCC.....</b>	<b>Each</b>

1. The unit price for **Single-Sided Crash Cushion, BEAT-SSCC** includes furnishing object markers, all labor, equipment, tools, incidentals and services, and furnishing all materials necessary to complete the work described in this Item.



ITEM	QUANTITY	SSCC-28	QUANTITY	SSCC-32	QUANTITY	SSCC-36	QUANTITY	SSCC-40	QUANTITY	SSCC-44	DESCRIPTION	ITEM NO.
A	1	1	1	1	1	1	1	1	1	1	Box-Beam Impact Head	B3000
B	1	1	1	1	1	1	1	1	1	1	Upper End Post - W6x9 x 1'-9 1/2" LG.	BEAT-UP
C	1	1	1	1	1	1	1	1	1	1	Lower End Post - W6-15 x 8" 0" LG.	BEAT-LP
D	1	1	1	1	1	1	1	1	1	1	Support Bracket - L4x2 x 4" LG.	BEAT-SB
E	1	1	1	1	1	1	1	1	1	1	Post Breaker - Welded TS2x2x1/2"	BEAT-PB
F	1	1	1	1	1	1	1	1	1	1	Cable Anchor Assembly	E/70
G	1	1	1	1	1	1	1	1	1	1	Cable Anchor Bearing Plate	E/750
H	1	1	1	1	1	1	1	1	1	1	End Tube Rail - 8'-0" LG.	B-SS102
J	7	8	9	10	11	12	13	14	15	16	Steel Breakaway Post - W6x9 x 6'-0" LG.	B-SS104
K	5	6	7	8	9	10	11	12	13	14	Support Bracket w/Blockout - TS6x6 w/ Bent PL.	FB671
L16	1	1	1	1	1	1	1	1	1	1	Second Rail - 16'-2 1/2" LG.	B-SS106-16
L20	1	1	1	1	1	1	1	1	1	1	Second Rail - 20'-2 1/2" LG.	B-SS106-20
L24	1	1	1	1	1	1	1	1	1	1	Second Rail - 24'-2 1/2" LG.	B-SS106-24
L28	1	1	1	1	1	1	1	1	1	1	Second Rail - 28'-2 1/2" LG.	B-SS106-28
L32	1	1	1	1	1	1	1	1	1	1	Second Rail - 32'-2 1/2" LG.	B-SS106-32
M	1	1	1	1	1	1	1	1	1	1	Transition Blockout - 5'-6" LG.	B-SS108
N	2	2	2	2	2	2	2	2	2	2	Transition Support Bracket - 3/16" Bent PL.	B-SS110
O	2	2	2	2	2	2	2	2	2	2	End Tube Splice Channel - 1/4" Bent PL.	B-SS112
P	2	2	2	2	2	2	2	2	2	2	1" Square Washer - 4x4x1/4" PL.	B-SS114
Q	2	2	2	2	2	2	2	2	2	2	Anchor Rail - 8'-6 13/16" LG.	B-SS116
R	2	2	2	2	2	2	2	2	2	2	Anchor Rail - 10x10x3/8" PL.	B-SS118
S	2	2	2	2	2	2	2	2	2	2	3/8" GALV. Cobalt - 20'-0"	C38216
T	1	1	1	1	1	1	1	1	1	1	3/8" GALV. Cobalt - 11'4 1/2 x 3 1/2 x 3/16" PL.	B-SS120
U	6	6	6	6	6	6	6	6	6	6	1/2" Washer	B-SS122
V	1	1	1	1	1	1	1	1	1	1	Spacer (OMIT ON 80" WALL)	
<b>HARDWARE</b>												
g	1	1	1	1	1	1	1	1	1	1	1/4" x 3" Hex Bolt Grade 2	B140304
b	1	1	1	1	1	1	1	1	1	1	1/4" Hex Nut	N014
c	1	1	1	1	1	1	1	1	1	1	1/4" Washer	W014
d	14	15	16	17	18	19	20	21	22	23	5/16" x 7 1/2" Hex Bolt Grade 5	B51607504A
e	14	15	16	17	18	19	20	21	22	23	5/16" Hex Nut	N0516
f	28	30	32	34	36	38	40	42	44	46	5/16" Washer	W0516
g	1	1	1	1	1	1	1	1	1	1	1/2" x 2" Hex Bolt Grade 2	B120204
h	1	1	1	1	1	1	1	1	1	1	1/2" x 5" Hex Bolt Grade 5	B120504A
i	2	2	2	2	2	2	2	2	2	2	1/2" Hex Nut	N012
j	2	2	2	2	2	2	2	2	2	2	1/2" Washer	W012
k	2	2	2	2	2	2	2	2	2	2	Guardrail Bolt	B580154
l	8	10	12	14	16	18	20	22	24	26	5/8" x 1/2" Hex Bolt	B0950
m	4	4	4	4	4	4	4	4	4	4	5/8" Hex Nut	B09504A
n	4	4	4	4	4	4	4	4	4	4	5/8" x 3" Hex Bolt Grade 5	B580304A
o	4	4	4	4	4	4	4	4	4	4	5/8" x 4" Hex Bolt Grade 5	B580404A
p	4	4	4	4	4	4	4	4	4	4	5/8" x 6" Hex Bolt Grade 5	B580604A
q	4	4	4	4	4	4	4	4	4	4	5/8" x 8" Hex Bolt Grade 5	B580804A
r	4	4	4	4	4	4	4	4	4	4	5/8" x 10" Hex Bolt Grade 5	B581004A
s	4	4	4	4	4	4	4	4	4	4	5/8" Hex Nut	N055
t	18	18	18	18	18	18	18	18	18	18	5/8" Washer	W055
u	33	34	35	36	37	38	39	40	41	42	1" x 18" Hex Bolt Grade 5 (Length Varies see Note)	B10604A
v	4	4	4	4	4	4	4	4	4	4	1" Hex Nut	N100
w	4	4	4	4	4	4	4	4	4	4	1" Washer	W100
x	4	4	4	4	4	4	4	4	4	4	1" Washer	W100
y	2	2	2	2	2	2	2	2	2	2	Cable Tie	CT100
z	1	1	1	1	1	1	1	1	1	1	Object Marker	E3151

Note: Bolt length depends on wall thickness. Anchor systems that develop the full capacity of the bolt may be used as an alternative to drilling through the concrete section.



**Road Systems, Inc.**  
Big Spring, TX  
Phone: 409-835-8551  
or Fax: 409-835-8551

Sheet: **S2**

Date: **11/27/2007**

By: **JRR**

Scale: **None**

Drawing Name: **BEAT SSCC VAR**

Rev: **0**

**BEAT-SSCC**  
Single Sided Crash Cushion  
Variable Length  
Details

CITY OF KALAMAZOO  
**COORDINATION CLAUSE  
FOR  
WORK ON RAILROAD PROPERTY - GTW**

RAL:DGT

1 of 1

01/21/2022

The following information may be pertinent to the determination of construction methods and railroad protective insurance rates.

RAILROAD COMPANY

Grand Trunk Western Railroad (GTW) and its Parents  
700 Pershing Road  
Pontiac, MI 48340

Contact: Mr. Thomas Brasseur – Manager of Public Works  
Cell: (715) 544-9145  
Office: (248) 452-4854

Prior to any entry onto Railroad Company's property Contractor, Sub-Contractors, and other non-Railroad personnel will not be allowed until the following training requirements have been met and documentation provided to Railroad:

All employees and/or contractor(s) of Licensee not hired by Railroad Company that will work on CN property are required to have minimum [www.contractororientation.com](http://www.contractororientation.com).

This training must be obtained through the website. If not done before, the contractor must call 855-383-7434 to be issued either a vendor number or issued instructions on obtaining a non Railroad contractor vendor number prior to accessing the noted website.

All employees of the Contractor and Sub-contractors must be fully aware of "Safety and Related Requirements and Instructions for Work on CN Railway Right-of-Way by Non CN Personnel"

TRAIN MOVES

Miller Road (NI# 284472F)

There are approximately 2 freight train moves at 10 mph daily. Maximum time table 10 mph.

The train movement and speed information does not represent a commitment by the railroad and is subject to change without notice.

Any damage caused by the Contractors work operations to the railroad property will be the Contractors responsibility to have repaired and/or replaced to Railroad specifications.

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

COORDINATION CLAUSE  
FOR  
**WORK ON RAILROAD PROPERTY  
GRAND ELK RAILROAD**

RAL:PLK

1 of 1

01-20-22

The following information may be pertinent to the determination of construction methods and railroad protective insurance rates.

RAILROAD COMPANY

For general questions:

Grand Elk Railroad, Inc.  
75 Mills Street  
Kalamazoo, Michigan 49048

Contact: Chadd Thimesch

Phone: (269) 343-3461

e-mail: [cthimesch@watco.com](mailto:cthimesch@watco.com)

website: [www.watcocompanies.com](http://www.watcocompanies.com)

For Right-of-Entry permit:

Omega Rail Management, Inc.  
4721 Trousdale Dr., Ste. 206  
Nashville, TN 37720

Phone: (800) 990-1961

email: [info@omegarail.com](mailto:info@omegarail.com)

website: [www.omegarail.com](http://www.omegarail.com)

INSURANCE INFORMATION

Below is the railroad name and address to be listed on the Railroad Protective Liability insurance policy:

Grand Elk Railroad, Inc.  
315 West 3<sup>rd</sup> Street  
Pittsburg, KS 66762

TRAIN MOVES AND SPEED

Approximately 8 freight train movements per 24-hour day, at 40 mph.

The train movement and the speed information does not represent a commitment by the railroad and is subject to change without notice.

PERCENTAGE OF PROJECT WITHIN RAILROAD RIGHT OF WAY

Approximately 1 percent of the total work at the structure will be performed over, under, or adjacent to the tracks operated by Grand Elk Railroad.



MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**WORK NEAR RAILROAD CROSSING**

RAL:DGT

1 of 1

APPR:CRB:JJG:05-18-21

**a. Description.** This work consists of the Contractor consulting with the representative of the Grand Trunk Western Railroad (herein after called the Railroad) to determine the necessity for, the type of, and cost of protection required for ensuring the safety and continuity of Railroad traffic and payment to the Railroad for protective services when doing work on, above, or below the Railroad property.

**b. Materials.** None specified.

**c. Construction.** Contact the Railroad 30 calendar days prior to starting work in the vicinity of their tracks. Provide documentation to the Engineer with the details of the contact including the person contacted, phone number or email used and the specific time and date. Ensure construction methods are in compliance with the requirements in the contract and as directed by the Engineer.

Pay (or pre-pay when required by the Railroad) the cost for right of entry permit, flagpersons, watchpersons, training, and other protective services and devices furnished or required by the Railroad and made necessary in the judgment of the representative of the Railroad because of the Contractors' operations which are within 50' of each side of centerline of track or impacted by traffic control operations. All Railroad bills for such protection costs must be paid within 14 calendar days if not prepaid.

Monitor and provide immediate preference to clearing any traffic which backs up over the crossing as a result of flag control away from the crossing.

**d. Measurement and Payment.** Review the accuracy of costs from the Railroad and resolve any inconsistencies prior to submitting to Engineer for reimbursement. Submit satisfactory evidence or certification to the Engineer indicating all bills for protective services and devices furnished by the Railroad have been paid.

The Department will reimburse the Contractor for the costs incurred that have satisfactory evidence of payment to the Railroad using the following pay item.

Railroad Protection, at Grade Crossing, Grand Trunk Western Railroad ..... Dollar

GRAND ELK RAILROAD, INC.  
SPECIAL PROVISION  
FOR  
**RAILROAD INSURANCE REQUIREMENTS**

RAL:DGT

1 of 2

APPR:JLD:SMR:02-09-16

**a. Description.** This work consists of providing Railroad Protective Liability Insurance before work is commenced and kept in effect until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the Michigan Department of Transportation (Department).

**b. Insurance Requirements.** Carry the following insurance, in a form, and with an insurer or insurers, acceptable to the Department and Grand Elk Railroad, Inc. hereinafter referred to as the Railroad on all insurance forms listed below with railroad contact information as noted in Coordination Clause for Work on Railroad Property.

1. Railroad Protective Liability Insurance on behalf of Grand Elk Railroad, Inc., and Norfolk Southern Railway Company as the named insureds.

The Contractor must furnish to the Department and to the Railroad copies of policies as evidence that, with respect to Contractor or Subcontractor operations standard Railroad Protective Liability Insurance is carried providing for limits of liability in the amount of two million (\$2,000,000) combined single limit per occurrence for bodily injury, death, and property damage with an aggregate limit of six million (\$6,000,000) applying separately to each annual period. Said Railroad Protective Liability Insurance must conform to the regulations prescribed therefore in the Federal-Aid Policy Guide, Part 646, Subpart A of the Federal Highway Administration dated December 9, 1991, and amendments thereto.

Railroad Protective Liability Insurance Policy must define designated employees to include:

- A. Any watchman, flagman, inspector, engineer, maintenance of way employee or similar employee who is employed by the Railroad and is specifically assigned or furnished by the Railroad for work in connection with the project.
- B. Any employee of the Railroad while operating the work trains or other equipment assigned to the project by the Railroad and engaged in the performance of work directly chargeable to the Contractor.

2. Provide insurance as required in subsection 107.10 of the Standard Specifications for Construction except with the modifications stated herein.

A. Additional insurance required of Contractor:

(1) Commercial General Liability Insurance.

- (a) Five million (\$5,000,000) per occurrence
- (b) Five million (\$5,000,000) aggregate
- (c) Completed operations liability

(d) Contractual liability which would cover liabilities assumed under the contract with the Railroad.

(e) An endorsement deleting all exclusion for work performed near a railroad.

(2) Automobile Liability Insurance.

(a) Two million (\$2,000,000) Single Limit Liability

(b) Two million (\$2,000,000) Hired & Non-Owned Liability

(c) Coverage includes Contractor's owned, leased, or hired vehicles operating within or around the Railroad's property.

B. List Grand Elk Railroad, Inc., and Norfolk Southern Railway Company as additional insured on the policies.

C. Provide the Railroad with satisfactory certificates of Workman's Compensation Insurance.

D. Each policy must contain the following endorsement:

"It is hereby agreed that 30 days prior written notice of cancellation, expiration, termination, or reduction of coverage provided by this policy will be given to the Department, Grand Elk Railroad, Inc., and Norfolk Southern Railway Company."

**c. Construction.** If any of the insurance is canceled, the Contractor and all subcontractors must cease operations as of the date of cancellation and cannot resume operations until new insurance is in force.

**d. Measurement and Payment.** The Contractor must pay for all railroad insurance. Insurance costs as described in this special provision will be included as part of other pay items. Additional costs incurred due to the failure of the Contractor to properly notify the Railroad in advance of beginning work, as described in the Coordination Clause for Work on Railroad Property, are the responsibility of the Contractor.

GRAND TRUNK WESTERN  
SPECIAL PROVISION  
FOR  
**RAILROAD INSURANCE REQUIREMENTS**

RAL:DGT

1 of 2

APPR: JLD:SMR:02-23-17

**a. Description.** This work consists of providing Railroad Protective Liability Insurance before work is commenced and kept in effect until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the Department.

**b. Insurance Requirements.** Carry the following insurance, in a form, and with an insurer or insurers, acceptable to the Department and the Grand Trunk Western Railroad Company ("Railroad") and its parents on all insurance forms listed below with railroad contact information as noted in Coordination Clause for Work on Railroad Property.

1. Railroad Protective Liability Insurance in behalf of the Grand Trunk Western Railroad Company and its parents, as the named insured.

The Contractor must furnish to the Department and to the Railroad copies of policies as evidence that, with respect to Contractor and, if applicable, subcontractor operations, standard Railroad Protective Liability Insurance is carried providing for limits of liability in the amount of five millions dollars (\$5,000,000) combined single limit per occurrence for bodily injury, death, and property damage with an aggregate limit of ten million dollars (\$10,000,000) applying separately to each annual period. Said insurance must conform to the regulations prescribed therefore in the Federal-Aid Policy Guide, Part 646, Subpart A of the Federal Highway Administration dated December 9, 1991, and amendments thereto.

2. Provide insurance as required in subsection 107.10 of the Standard Specifications for Construction except with the modifications stated herein.

A. Grand Trunk Western Railroad Company insurance required of Contractor:

(1) Statutory Workers Compensation and Employer's Liability Insurance.

(2) Automobile Liability Insurance in an amount not less than five millions dollars (\$5,000,000) combined single limit.

(3) Commercial General Liability Insurance in an amount not less than five million dollars (\$5,000,000) per occurrence with an aggregate limit of not less than ten million dollars (\$10,000,000). The policy must name the Railroad and its parents as additional insured and as noted in the Coordination Clause for Work on Railroad Property

B. General.

(1) The insurance specified must be with an insurance company authorized by the State of Michigan and must be in effect before work is commenced and kept in effect until all work required to be performed under the terms of the contract are satisfactory completed as evidenced by the formal acceptance by the Department. Each policy must

contain the following endorsement:

“It is hereby agreed that 30 days prior written notice of cancellation, expiration, termination, or reduction of coverage provided by this policy will be given to MDOT, and the Grand Trunk Western Railroad Company and Its Parents, to the attention of the contact included in Coordination Clause for Work on Railroad Property.

(2) The policy must not contain any provisions excluding coverage for injury, loss or damage arising out of or resulting from (a) doing business or undertaking construction or demolition on, near, or adjacent to railroad track or facilities, or (b) surface or subsurface pollution, contamination or seepage, or from handling, treatment, disposal or dumping of waste materials or substances.

(3) Include description of operations, railroad milepost, highway or street name, city and state of location, project number, and Railroad contact person on the certificate.

(4) Before commencing work in the railroad right of way, Contractor must deliver to the Railroad a certificate of insurance evidencing the foregoing coverages and true and complete copies of the policies described herein.

(5) Common Policy Provisions. Each policy described in subsections b.1 and b.2 of this special provision must include the following provisions:

(a) Each policy must include a waiver by the insurer of any right of subrogation against any recovery by or on behalf of any insured.

(b) Each policy must provide for not less than 30 days prior written notice to the Railroad of cancellation of or any material change in that policy.

(c) Each policy will cover the work of the Contractor and the work of any subcontractor of the Contractor.

(6) It is understood and agreed that the foregoing insurance coverage requirements, and Contractor's compliance with those requirements, is not intended to, and must not, relieve Contractor from, or serve to limit, Contractor's liability and indemnity obligations under the provisions herein.

It is further understood and agreed that the Railroad must have the right, from time to time, to revise the amount or form of insurance coverage as circumstances or changing economic conditions may require. The Railroad must give Contractor written notice of any such requested change at least 30 days before the date of expiration of the then-existing policy or policies; Contractor agrees to, and must, thereupon provide the Railroad with such revised policy or policies.

**c. Construction.** If any of the insurance is canceled, the Contractor and all subcontractors must cease operations as of the date of cancellation and cannot resume operations until new insurance is in force.

**d. Measurement and Payment.** The Contractor must pay for all railroad insurance. Insurance costs as described in this special provision will be included as part of other pay items.

CITY OF KALAMAZOO  
SPECIAL PROVISION  
FOR  
**TRENCH DRAIN, SPECIAL**

HRC/EAL

1 of 1

01/24/2022

**a. Description.** This work consists of providing all labor, materials and equipment required to install a trench drain system in accordance with City of Kalamazoo Standards. Section references are to the 2020 MDOT Standard Specifications for Construction.

**b. Materials.** Provide materials in accordance with the following:

1. **Trench Drain System:** Use StandartPark NP-CCM04700 12" Fiber Reinforced Pre-Sloped Channel meeting the requirements of Section 403.
2. **Concrete Encasement:** Use concrete meeting the requirements of section 1004.

**c. Construction Methods.** This work must be done in conformance with the manufacturer specifications as well as section 403 of the Standard Specifications for Construction. The contractor must remove all necessary pavement to install the trench drain system. The trench shall be excavated to a suitable grade and width to allow for the minimum concrete encasement and for the trench drain system to allow for adequate flow. Once excavated, install the rails included in the trench drain system in a leveled grade so that the trench drain system can be assembled properly. Use an adhesive that will properly adhere the fiber reinforced sections. Use the covers included with the trench drain system package and secure to the trench drain sections. Once the trench drain system is installed to the specified length, encase the sections with a minimum of 3" of concrete.

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

Contract Item (Pay Item)	Pay Unit
<b>Trench Drain, Special</b> .....	<b>Foot</b>

**Trench Drain, Special** will be measured in place by foot from end to end of the trench drain system. Payment includes excavation and backfill, utilizing necessary means and methods to maintain trench width and slopes, materials and installation of the trench drain system, and the materials and labor for the concrete encasement.

CITY OF KALAMAZOO  
SPECIAL PROVISION  
FOR  
**DR STRUCTURE COVER, TYPE \_\_, MODIFIED**

HRC/EAL

1 of 2

01/26/2022

**a. Description.** This work consists of furnishing, placing and adjusting to final grade City of Kalamazoo owned storm sewer structure covers during construction operations in accordance with Section 403 of the MDOT Standard Specifications for Construction.

**b. Materials.** Provide materials in accordance with the following:

1. **Cover and Casting:** Supply a Dr Structure Cover, Type \_\_, Modified in accordance with City of Kalamazoo Specifications for Storm sewer meeting the requirements of Section 908 of the MDOT Standard Specifications for Construction.

A. Cover B (Storm Sewer) – shall consist of an EJIW 1045ZPT (bolted) frame with a 1040A (non-bolted) **Non-Vented** Cover with 2 inch “STORM SEWER” lettering or approved equal.

2. **Concrete:** Use MDOT Grade P-NC concrete with no fly ash and course aggregate 6AA, meeting the requirements of Section 601.

3. **Mortar Type R-2:** Use mortar meeting the requirements of Section 702.

4. **HMA:** Use HMA mixtures as specified in the plans.

**c. Construction Methods.** Prior to Cold Milling HMA Surface, place a steel plate over the sewer structure and fill in the resulting void with HMA or material approved by the Engineer.

1. Prior to final paving, saw-cut and remove the HMA pavement covering the structure, remove the plate and install a new cover to the elevation directed by the Engineer, ensuring no roadway or construction material enters the sewer structure. The cover shall be set on a full mortar bed and held in place with a concrete collar. The concrete collar shall be placed with a minimum thickness of six (6) inches and shall be uniformly struck off 2” below the proposed finished grade of the roadway to match the final course of HMA. The Contractor may provide an alternate method with review and approval by the Engineer prior to commencement of work.

2. Any material entering the sewer system must be removed promptly. If the contractor neglects to remove the material within 7 days for storm sewer after receiving written notification from the Engineer, the Engineer may proceed with the removal. The Engineer will deduct the cost of the removal from the monies that are or may become due to the Contractor.

CITY OF KALAMAZOO  
SPECIAL PROVISION  
FOR  
**DR STRUCTURE COVER, TYPE \_\_, MODIFIED**

HRC/EAL

2 of 2

01/26/2022

**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:

Contract Item (Pay Item)	Pay Unit
<b>Dr Structure Cover, Type __, Modified .....Each</b>	

1. The unit price for **Dr Structure Cover, Type \_\_, Modified** includes all labor, equipment, and materials to remove any existing pavement or soils, supply and install the new cover, place and tuck point on a full bed of mortar, and any HMA patching over the plated structure.



CITY OF KALAMAZOO  
SPECIAL PROVISION  
FOR  
**DR STRUCTURE COVER, ADJ, CASE 1, MODIFIED**

HRC/LNM

1 of 2

01/12/2022

**a. Description.** This work consists of removing and replacing existing City of Kalamazoo owned manhole structure covers during HMA surface operations with City of Kalamazoo standard covers. This operation uses the Mr. Manhole™, Manhole Leveling System, or equivalent. Section references are to the current version of the MDOT Standard Specifications for Construction.

**b. Materials.** Provide materials in accordance with the following:

1. **Cover and Casting:** Supply the City of Kalamazoo standard design cover and casting for Sanitary and Storm sewer meeting the requirements of Section 908.
2. **Concrete:** Use Grade P-NC concrete meeting the requirements of Section 1006.
3. **Mortar Type R-2:** Use mortar meeting the requirement of Section 1005.
4. **HMA:** Use HMA mixtures as specified in the special provisions

**c. Construction Methods.** Remove existing pavement around the drainage structure using the Mr. Manhole™ or equivalent system. Remove the existing drainage structure in a manner to avoid roadway materials from entering the manhole structure. Salvage existing manhole covers and castings if in good condition; otherwise replace the casting and cover (City of Kalamazoo will supply new sanitary castings and covers). If pickup is needed, notify the Engineer when manhole cover and casting are ready for pickup. Place a steel plate over the manhole structure and fill in the resulting void with the HMA mixture or material approved by the Engineer. Record the location of each structure and use a locating system or GPS record of each structure for finding it following final paving.

Prior to paving, ensure that locations of structures are confirmed & recorded, and any markers or caps used are in place to easily identify and find each structure after final paving. Upon completion of final paving, cut out and remove the pavement around the structure using the Mr. Manhole™ or equivalent system. Avoid roadway materials from entering the manhole structure. Remove the plate and locator cap. Set the new structure cover in a full bed of mortar or using custom adjusting rings built for this purpose. Adjust in accordance with manufacturer's instructions, MDOT Standard Specifications, and best practices. Set the structure cover level with the roadway (nominal offset = 0", maximum offset = +/- 1/8"). Fill in resulting void with concrete meeting the requirements of Section 1006. Assume ownership of excess removed materials and dispose of according to subsection 205.03P.

Any material entering the Sewer system must be removed promptly. If the contractor neglects to remove the material within 7 days for storm or 24 hours for sanitary after receiving written notification from the Engineer, the Engineer may proceed with the removal. The Engineer will deduct the cost of the removal from the monies that are or may become due to the contractor.

**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:

Contract Item (Pay Item)	Pay Unit
<b>Dr Structure Cover, Adj, Case 1, Modified.....</b>	<b>Each</b>

1. The unit price for **Dr Structure Cover, Adj, Case 1, Modified** includes all labor, equipment, and materials to remove the existing pavement, supply and install the new cover and casting, and place the concrete collar.

CITY OF KALAMAZOO  
SPECIAL PROVISION  
FOR  
**BERM GRADING, MODIFIED**

HRC/LNM

1 of 1

01/06/2022

**a. Description.** This work consists of providing all labor, materials and equipment required to remove the existing earth ridges along shoulders and behind concrete curb and gutter including under guardrail, where present, to facilitate drainage.

**b. Materials.** Use excavated material as embankment material, if suitable, as directed by the Engineer. All material used for embankment must meet granular material, Class II requirements.

**c. Construction.** This work must be done in conformance with section 205 of the Standard Specifications for Construction. Remove all berms whether existing or created by other construction activities from the finished shoulder, or back of curb, and grade the slope to the dimensions detailed on the plans. Move the excess material to other locations on the project if being reused for embankment. If material is unsuitable for use as embankment, spread on side slopes, as approved and directed by the Engineer. Cohesive soils are not permitted to be placed on the side slopes if the embankment is constructed of noncohesive material.

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

Contract Item (Pay Item)	Pay Unit
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<b>Berm Grading, Modified</b> .....	<b>Station</b>
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**Berm Grading, Modified** will be measured in place by station along the shoulder edge. In areas where work is performed on both sides of the road, each side of the road will be measured and paid for separately. All grading, excavation and disposal of excess or unsuitable material will be included in the pay item. Slope restoration will be paid for separately.

CITY OF KALAMAZOO  
SPECIAL PROVISION  
FOR  
**GATE BOX, RECONSTRUCT, MODIFIED**

HRC/LNM

1 of 1

12/20/21

**a. Description.** This work consists of furnishing and placing a gate box centered, plumbed, and adjusted to the required pavement grade over the existing gate valve.

**b. Materials.** Provide materials in accordance with the following:

1. **Gate Box:** Shall be an adjustable length screw type for 5-foot depth of cover. The Gate box shall be a malleable iron casting conforming to Subsection 908.03 of the Michigan Department of Transportation (MDOT) *Standard Specifications for Construction*. This valve box shall be either a two or three-piece screw type and the cover shall be inscribed with the word "water." Valve box shall be EJ 8550 Series (two piece) or EJ 8560 Series (three piece), or Bingham & Taylor 4905 size no. 22, or approved equal.

Gate Valve Box extensions shall be cast iron and manufactured by EJ of Bingham & Taylor, capable of being mounted directly to the gate valve box.

2. **Concrete:** Use MDOT Grade P-NC concrete with no fly ash and coarse aggregate 6AA meeting the requirements of Section 602.

3. **Masonry Unit:** Use Masonry units meeting the requirement of Section 913.

4. **Granular Material Class II:** Use Granular Material Class II meeting the requirements of Section 902.

**c. Construction Methods.** Remove pavement around the existing gate box and remove gate box in accordance with Section 204. Salvage existing gate box and place in a secure location for pick up and notify the Engineer when all gate boxes are ready for pick up. Place four (4) evenly spaced masonry units around gate valve ensuring the gate box rests on the masonry units and not the gate valve. Install gate box level and plumb. Backfill in accordance with Subsection 204.03 ensuring the gate box does not shift during backfilling. Adjust cover to final grade and place concrete uniformly around the gate box flush with the top of the pavement surface.

**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:

Contract Item (Pay Item)	Pay Unit
<b>Gate Box, Reconstruct, Modified.....</b>	<b>Each</b>

1. The unit price for **Gate Box, Reconstruct, Modified** includes all labor, equipment, and materials to remove the existing pavement and backfill, supply and install the gate box, backfill and compact, and place the concrete collar.

CITY OF KALAMAZOO  
SPECIAL PROVISION  
FOR  
**GATE BOX, ADJUST, CASE 1, MODIFIED**

HRC/LNM

1 of 1

01/06/2022

**a. Description.** This work consists of adjusting gate boxes in accordance with Subsection 403.03C and 823.03 of the 2012 MDOT Standard Specifications for Construction.

**b. Materials.** Use MDOT Grade P-NC Concrete with no fly ash and coarse aggregate 6AA meeting the requirements of section 601.

**c. Construction Methods.** Adjust gate box according to subsection 823.03 and place a concrete collar around the adjusted structure. The concrete shall be uniformly placed around the valve box to a depth specified by the Engineer with the top of the concrete surface one and two (2) inches below the top of the final HMA course. The Contractor may provide an alternate method with review and approval by the Engineer prior to commencement of work.

**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:

Contract Item (Pay Item)	Pay Unit
<b>Gate Box, Adjust, Case 1, Modified</b> .....	<b>Each</b>

1. The unit price for **Gate Box, Adjust, Case 1, Modified** includes all material, labor and equipment to saw cut and remove pavement, adjust the gate box to final grade, replace and re-compact disturbed soils, and place the concrete collar.

HRC Project No. 20200899

CITY OF KALAMAZOO  
SPECIAL PROVISION  
FOR  
**TURF ESTABLISHMENT**

HRC/LNM

1 of 4

01/13/2022

**a. Description:** Turf Establishment shall be done in accordance with Section 816 of the Standard Specifications for Construction except as modified herein.

1. Establish a durable, permanent, weed-free, mature, perennial turf. The work consists of fundamental turf work, including but not limited to topsoiling, seeding, mulching, erosion control, maintenance, watering and repair of turf as described herein during the life of the contract and during the life of any supplemental performance bond which may ensue.

2. Choose and implement proven turf establishment industry practices; provide all necessary labor and equipment; select and provide all turf establishment materials; and control erosion and any subsequent sedimentation at all times.

3. Perform a site analysis, interpret the results and implement a turf establishment program to ensure compliance with this specification. The site analysis must take into consideration topsoil needs, fertilizer and pH requirements, seed mix, existing and future soil moisture levels, slopes and grades, required erosion control items and devices, maintenance requirements, local highway snow removal and deicing practices, and any other characteristics that influence and affect turf establishment.

4. Subsection 107.11 of the Standard Specifications for Construction is revised relative to the Contractor's responsibility for the repair of turf establishment work as follows. The Contractor is responsible, at no additional cost to the contract, for the repair of turf establishment work occasioned by storm events up to 3 inches of rain in a 24 hour period as documented by local meteorological data submitted to the Engineer for review and approval. All other portions of Subsection 107.11 remain unchanged.

**b. Materials:** Provide topsoil, seed, mulch, pesticide, herbicide, mulch blankets and any other unique erosion control materials as necessary to fulfill this specification, as detailed in the plans. Use additional materials, as necessary, to meet the standards set forth for turf establishment in this special provision. The use of sod on the project requires the prior approval of the Engineer and if approved, may be used at limited site locations only.

Selection of all materials is the responsibility of the Contractor with the following minimum conditions.

1. **Soil:** Provide furnished or salvaged topsoil, may be blended compost, that will support vigorous growth. Topsoil must be humus bearing and placed at least 4 inches deep. It must be free of stones larger than ½ inch in diameter and other debris. Trim and grade the finished slope in accordance with subsection 205.03 of the Standard Specifications for Construction.

2. **Seed:** Use a seeding mixture that is composed of four or more species of perennial grass. Use only species and their cultivars or varieties which are guaranteed hardy for Michigan.

Recommended species of perennial grasses include: Kentucky Bluegrass, Perennial Ryegrass, Hard Fescue, Creeping Red Fescue, Chewings Fescue, Turf-type Tall Fescue, Buffalo Grass, and Alkaligrass-Fults Puccinellia Distans. Select cultivars or varieties of grasses that are disease and insect resistant and of good color. Ensure that no one species in the mix is less than 5 percent, or more than 25 percent, of the mixture by weight. Do not select grass species considered noxious or objectionable, such as Quack Grass, Smooth Brome, Orchard Grass, Reed Canary Grass and others.

- The seed must be legally saleable in Michigan. The seed product must not contain more than 10 percent inert materials. The seed source must be from an MDOT approved certified vender.
- The species and varieties of seed must be adapted to the site conditions, to the site use, and to the soils, moisture, and local climate. Site use may include, but is not limited to, detention pond, wildlife habitat, playground, wetlands, forested wetland, rural roadside, urban roadside and highly maintained front yard.
- At least two of the species in the mixture proposed to be planted within 15 feet behind the curb or the shoulder must be salt tolerant.

3. **Mulch:** Mulch seeded areas with the appropriate materials for the site conditions to promote germination and growth of seed and to mitigate soil erosion and sedimentation.

4. **Herbicides:** Comply with all federal, state and local laws. As part of the MDA weed control application, the Contractor is required to make proper notifications and/or postings as per label and MDA requirements for all locations that will be sprayed. Notify the Engineer 48 hours prior to any applications being made. Furnish and apply herbicide(s) as needed. It is the Contractor's responsibility to select the herbicide(s) and the rate at which it is used. Obtain the Engineer's approval of work methods and herbicide(s) selected prior to the application of the herbicide(s). Complete a spray log and submit to the Engineer each day an application is made.

Do not draw water from any waterway (i.e. river, ditch, creek, lake etc.) located on state, county or municipal right-of-way, for mixing with herbicides.

5. **Fertilizers:** Furnish and apply fertilizer(s) as needed. It is the Contractor's responsibility to select the fertilizer(s) and the rate at which it is used. Phosphorus is allowed for use only at the time of planting and when required by soil conditions. Obtain the Engineer's approval of work methods and fertilizer(s) prior to the application of the fertilizer(s).

6. **Water:** Furnish and apply water from an approved source at a rate to promote healthy growth.

**c. Construction:** The Contractor is responsible for all work and all construction methods used in completing this work. Implementation of any part of MDOT standard specifications or standard plans by the Contractor does not relieve the Contractor of responsibility for acceptability of the construction methods or for the quality of the work.

1. **Erosion Control:** Erosion must be controlled at all times according to section 208 of the



Standard Specifications for Construction. Control of soil erosion is the responsibility of the Contractor. However, sedimentation controls must be placed as indicated on the plans or as directed by the Engineer. The site must be continuously monitored by the Contractor for needed erosion repair from any cause as addressed in the contract documents. All eroded areas must be returned to original grade as detailed in the contract documents.

If sedimentation occurs in drainage structures or any watercourse or water containment area, corrective action must be taken immediately and all disturbed areas contributing to this sedimentation must be stabilized within 24 hours after the erosion occurrence. Sediment deposited as a result of the Contractor's inability to control the soil erosion must be removed at the Contractor's expense.

The Contractor must reimburse the Department for any costs levied against the Department, such as fines, environmental costs, costs for remedies required, or any other costs as a result of the Contractor's failure to comply with this special provision and with federal, state and local laws.

2. **Erosion Repair:** The Contractor is responsible for all repairs and liable for all consequences (legal, monetary or other) associated with erosion or sedimentation damage to finished or unfinished work.

All erosion occurrences and the repairs made by the Contractor must be reported to the Engineer in the format and at the frequency required by the Engineer. Any erosion, displacement or disturbance to ongoing or completed work by any cause must be repaired by the Contractor at no additional cost to the contract unless otherwise noted herein.

The Contractor is responsible and liable for all traffic control and safety measures required to repair and protect damaged turf areas. Any eroded area that may affect the support of the roadbed or safety of the public must be repaired within 24 hours of the erosion occurrence.

Protective devices such as barriers, directional signs/signals, temporary fence, or any other safety measures must be placed by the Contractor immediately after any erosion damage occurs that has the potential of endangering the public. In these instances, the Contractor must, within 24 hours of the occurrence of the damage, provide the Engineer with a written summary of the immediate action taken describing the repairs made and the safety measures taken.

3. **Final Acceptance and Supplemental Performance Bond:**

- Final Acceptance Parameters. Before final acceptance of the turf establishment work, all of the following minimum parameters must be met throughout all exposed areas of the project designated on the plans or identified by the Engineer as turf establishment areas: there must be no exposed bare soil and the turf must be fully germinated, erosion free, weed free, disease free, dark green in color and in a vigorous growing condition.

The Engineer will notify the Contractor of the dates and times of all acceptance inspections. The Contractor may accompany the Engineer during these inspections. If the Contractor does not agree with the decision made by the Engineer, the Contractor may request an inspection by a mutually agreed upon third party (Michigan State University Extension service or other). A joint inspection, to include the Engineer, the Contractor, and the third party, will be scheduled by the Engineer. All expert fees and expenses charged by the third party must be paid by the Contractor.

- Supplemental Performance Bond. In the event that all contract items of work are completed, including the placement of all turf establishment items of work, and the final acceptance of the project is delayed because the final acceptance parameters for the turf establishment work have not been fully met; the Contractor may propose to the Engineer the use of a supplemental performance bond.

The bond serves to secure the successful completion of turf establishment work and fulfillment of all final acceptance parameters for the turf establishment work. The supplemental performance bond must be in all respects satisfactory and acceptable to MDOT and executed by a surety company authorized to do business with the State of Michigan.

The bond must be in an amount equal to 50 percent of the turf establishment work items covered by this special provision. The bond must remain in place for two growing seasons. At the discretion of the Engineer, the bond may be reduced on a prorated basis as portions of the areas designated for turf establishment on the project meet the final acceptance parameters.

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

Contract Item (Pay Item)	Pay Unit
<b>Turf Establishment.....</b>	<b>Square Yard</b>

1. **Turf Establishment** will be measured in place by area in square yards. All materials, labor and equipment required or selected by the Contractor to install, maintain, inspect, repair and meet the acceptance parameters for turf establishment specified in this special provision are included in the contract unit price bid for **Turf Establishment**.

Repairs made to damaged turf establishment areas as a result of a documented storm by local meteorological data resulting in rainfall amounts of more than 3 inches in a 24 hour period will be paid for as an increase to original quantities in accordance with subsection 109.05 of the Standard Specifications for Construction.

The following schedule of payment applies to work performed according to this special provision. Upon completion of topsoil surfacing stage, 50 percent of the authorized amount for **Turf Establishment** will be paid to the Contractor. The remaining 50 percent of the authorized amount will be paid upon completion of all other work necessary to comply with this special provision and to meet all final acceptance parameters for **Turf Establishment** or at such time as the supplemental performance bond is accepted by the Department.

The supplemental performance bond and all costs associated with turf establishment work performed during the duration of the performance bond, will not be paid for separately. These costs which may include, but are not limited to, mobilization, traffic control devices, and the required permit insurance are included in the unit price bid for **Turf Establishment**.