



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: W. Michigan Avenue Resurfacing  
(Lovell to W. Main)**

**Bid Reference #: 91395-006.0**

**IFB ISSUE DATE: November 3, 2022**

**BID DUE/OPENING DATE: Tuesday, December 6, 2022 at 3:00 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: Anthony Ladd, PE,  
Public Works Division Manager at  
[ladda@kalamazoocity.org](mailto:ladda@kalamazoocity.org) or (269) 337-8717

***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.

### W. Michigan Avenue Resurfacing (Lovell to W. Main)

ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
Mobilization, Max	1	LSUM		
Curb and Gutter, Rem	450	Ft		
Pavt, Rem	1800	Syd		
Sidewalk, Rem	185	Syd		
Excavation, Earth	6	Cyd		
Erosion Control, Inlet Protection, Fabric Drop	25	Ea		
Subbase, CIP	350	Cyd		
Dr Structure Cover, Adj, Case 1	33	Ea		
Dr Structure Cover, Type K	19	Ea		
Dr Structure Cover, Type B, Modified	5	Ea		
Dr Structure Cover, Type Q, Modified	8	Ea		
Cold Milling HMA, Surface	8900	Syd		
HMA Surface, Rem	1600	Syd		
HMA, 4EML	850	Ton		
HMA, 5EML	850	Ton		
Conc Base Cse, Nonreinf, 6 inch	2050	Syd		
Curb and Gutter, Conc, Det F4	330	Ft		
Detectable Warning Surface	75	Ft		
Curb Ramp Opening, Conc	120	Ft		
Sidewalk, Conc, 4 inch	1775	Sft		
Sidewalk, Conc, 6 inch	180	Sft		
Curb Ramp, Conc, 6 inch	960	Sft		
Post, Steel, 3 lb	335	Ft		
Sign, Type IA	5	Sft		
Sign, Type III, Rem	18	Ea		
Sign, Type IIIA	50	Sft		
Sign, Type IIIB	160	Sft		



ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
Sign, Type IIIC	7	Sft		
Pavt Mrkg, Waterborne, 6 inch, White	2,200	Ft		
Pavt Mrkg, Waterborne, 6 inch, Yellow	150	Ft		
Pavt Mrkg, Waterborne, 12 inch, Cross Hatching, White	450	Ft		
Pavt Mrkg, Waterborne, 12 inch, Crosswalk	300	Ft		
Pavt Mrkg, Waterborne, 24 inch, Stop Bar	85	Ft		
Pavt Mrkg, Waterborne, 6 inch, Dotted Thru Guide Line, White	180	Ft		
Pavt Mrkg, Waterborne, Lt Turn Arrow Sym	3	Ea		
Pavt Mrkg, Waterborne, Thru Arrow Sym	1	Ea		
Pavt Mrkg, Waterborne, Only	4	Ea		
Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	9	Ea		
Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	9	Ea		
Pedestrian Type II Barricade, Temp	12	Ea		
Channelizing Device, 42 inch, Fluorescent, Furn	100	Ea		
Channelizing Device, 42 inch, Fluorescent, Oper	100	Ea		
Minor Traf Devices	1	LSUM		
Sign, Type B, Temp, Prismatic, Furn	568	Sft		
Sign, Type B, Temp, Prismatic, Oper	568	Sft		
Traf Regulator Control	1	LSUM		
Slope Restoration, Type B	160	Syd		
Conduit, DB, 1, 1 1/2 Inch	40	Ft		
Hh, Round	2	Ea		
Pedestal, Alum	7	Ea		
Pedestal, Fdn	7	Ea		
Pushbutton, Rem	2	Ea		
Pushbutton	5	Ea		
Push Button Station and Sign	2	Ea		
TS, Pedestrian, Bracket Arm Mtd, Rem	2	Ea		
Pedestrian Signal System, Accessible	1	Ea		
TS, Pedestrian, One Way Pedestal Mtd (LED) Countdown	2	Ea		
Flsh Beacon, Rectangular Rapid, Solar Powered	5	Ea		
Gate Box, Reconstruct, Modified	6	Ea		
<b>PROJECT GRAND 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 Notice to Proceed by Contractor, work shall start within 10 business days, unless otherwise agreed to by the Project Manager, and shall be completed by **July 1, 2023**.

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

## **CITY OF KALAMAZOO**

### **LOCAL PREFERENCE POLICY AND CERTIFICATION**

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

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

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

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

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

#### **CERTIFICATION**

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

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

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

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

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

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

\_\_\_\_\_

The above information is accurate:

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

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

Revised April 2008



## REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**COVID-19 ADDENDUM #2**

January 1, 2022

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

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

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

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

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

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

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

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

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

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

Sincerely,



Michelle Emig  
*Purchasing Division Manager*

### SECTION III CITY OF KALAMAZOO INDEMNITY AND INSURANCE

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

The Contractor shall procure and maintain the following insurance coverage:

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

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

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

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

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

**INDEMNITY AND INSURANCE**

*Continued*

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

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

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

## SECTION IV SPECIAL REQUIREMENTS

### 1. BID BOND/GUARANTEE

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

#### A. PERFORMANCE BOND

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

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

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

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

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

### 2. WAIVERS OF LIEN

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

### **3. SUBCONTRACTORS**

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

### **4. PREVAILING WAGES**

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

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

## SECTION V SPECIAL CONDITIONS

### 1. INTENT

It is the intent of these plans and specifications to provide for a general contractor who shall provide all labor, materials, tools and equipment necessary to perform in a professional manner for the **W. Michigan Avenue Resurfacing (Lovell to W. Main) project** as described in the specifications and bid document.

### 2. SCOPE OF WORK

The scope of work for this project shall consist of a 3” mill and resurfacing of W. Michigan Ave from Lovell St. to ~150’ North of the Academy St. intersection. Included in this work will be spot curb & gutter replacement, sidewalk repairs, curb ramp construction, pavement markings, and installation of pedestrian crossing signs and rectangular rapid flashing beacons (RRFB). Further details and information on the scope of the project and items therein can be found in the plan set (**Appendix D**) included in this IFB.

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

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

**The bidder shall have all work completed by July 1, 2023.**

### 3. UNIT PRICING

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

### 4. TEMPORARY UTILITIES

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

### 5. PROGRESS SCHEDULE

- 5.1 After receipt of notification by Contractor of Notice to Proceed work shall start no later than 10 business days, unless otherwise approved by the Project Manager.
- 5.2 Project shall have a final completion date of **July 1, 2023**.
- 5.3 Work of a similar nature may be added to this contract if agreed to by the City and the Contractor. In the event that work is added, the progress schedule for the existing

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

## **6. LIQUIDATED DAMAGES**

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

## **7. MAINTAINING TRAFFIC**

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

- maintained; barricades at the ends of the project and at right of way lines for intersecting streets which are to be closed with the first usable street on each side of the project. Traffic regulators, where required by the Engineer, are included.
- 7.3 Where the existing pavement or partial widths of new pavement are to be utilized for the maintenance of through and local traffic, channelizing devices will be required at 50' intervals or as directed by the Engineer for channeling and directing traffic through the construction area.
- 7.4 Through traffic shall be maintained utilizing sidewalk closures with detours and traffic shifts per MDOT traffic and safety details.
- 7.5 Protection of all pedestrian traffic shall be maintained at all times in accordance with the MMUTCD. Type II barricades and sidewalk detour signs shall be used in accordance with the MMUTCD at all intersections and ramps. Sidewalk detours shall direct pedestrians safely around closed sidewalk locations and shall be placed at the nearest pedestrian crossing locations still open to traffic.
- 7.6 Payment for furnishing and operating all temporary traffic control devices and traffic regulators shall be paid as pay items included in this contract and shall include all the temporary traffic control measures on all road segments.
- 7.7 Under Article 812.04.D "Operated Pay Items" the term 'Relocating' shall include the relocating of the item from any street covered by the contract to any other street covered by the contract.
- 7.8 No work shall be allowed on the following dates:
- |          |                        |
|----------|------------------------|
| 4/7/23   | Good Friday            |
| 5/29/23  | Memorial Day Holiday   |
| 6/19/23  | Juneteenth             |
| 7/4/23   | Fourth of July Holiday |
| 9/4/23   | Labor Day Holiday      |
| 11/11/23 | Veteran's Day          |
| 11/24/23 | Thanksgiving           |
| 12/25/23 | Christmas              |
| 1/1/24   | New Year's Day         |
- 7.9 Milled surfaces will not be allowed on travel lanes for longer than 5 business days 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.

## **10. INVOICING**

All invoices must be approved by the Project Manager in writing (via paper or email copy) prior to being sent to the City's Financial Services Division. This will ensure completed quantities are accurate and project close out can occur without the need to remedy mismatching quantities. Additionally, this will ensure payment is issued in a timely manner for all work completed. Once approved by the Project Manager, original invoices should be sent as detailed in Section VII, Terms & Conditions, 5. Invoicing.

## **11. QUESTIONS**

Bidders shall address questions regarding the specifications to Anthony Ladd, P.E., Public Works Division Manager at [ladda@kalamazoo.org](mailto:ladda@kalamazoo.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 the Craig Hull, Buyer, at (269) 337-8444.

## 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.

## SECTION VII TERMS AND CONDITIONS

### 1. AWARD OF CONTRACT

- A. 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.

Notification of award will be in writing by the Purchasing Agent. 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 Agent 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.

- B. 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

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.

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**

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.

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.

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**

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.

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.

**ANY CHANGES PERFORMED IN ADVANCE OF PURCHASING AGENT APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.**

**8. LAWS, ORDINANCES AND REGULATIONS**

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.

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Contractor.

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** - 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.

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.

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.

The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

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 beeper 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 WORK SITE**

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, on behalf of the Contractor, for any negligence on his/her part.

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

- A. The contract shall be in effect for the term stated in the specifications.
- B. 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.
- C. 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.

- D. All contracts, extensions and cost increases are subject to availability of funds and the approval of the City Commission (if required).
- E. The City reserves the right to cancel the contract due to non-appropriation of funds by the City with thirty (30) days written notice.
- F. 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.
- G. 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.
- H. If cancellation is for default of contract due to non-performance, the contract may be canceled at any time (see Item 11, DEFAULT)

## **APPENDIX A**

### **NON-DISCRIMINATION CLAUSE FOR ALL CITY OF KALAMAZOO CONTRACTS**

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

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

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

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

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

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

## **APPENDIX B PREVAILING WAGES**

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

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

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

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

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

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

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

Revised 4-08



**APPENDIX C  
PREVAILING WAGE RATES**



***PREVAILING WAGE RATES***

**W. Michigan Avenue Resurfacing  
(Lovell to W. Main)**

**Bid Reference #: 91395-006.0**

**November 2022**

"General Decision Number: MI20220001 10/21/2022

Superseded General Decision Number: MI20210001

State: Michigan

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

Counties: Michigan Statewide.

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

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li> </ul>

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/21/2022
2	02/11/2022

3	02/25/2022
4	03/25/2022
5	04/08/2022
6	04/15/2022
7	04/29/2022
8	05/06/2022
9	06/03/2022
10	06/10/2022
11	07/15/2022
12	07/29/2022
13	08/12/2022
14	09/02/2022
15	10/07/2022
16	10/21/2022

CARP0004-004 06/01/2019

REMAINDER OF STATE

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

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CARP0004-005 06/01/2018

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

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

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ELEC0017-005 06/01/2022

STATEWIDE

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

Classifications

Journeyman Specialist: Refers to a crew of only one person working alone.  
 Operator A: Shall be proficient in operating all power equipment including: Backhoe, Excavator, Directional Bore and Boom/Digger truck.  
 Operator B: Shall be proficient in operating any 2 of the above mentioned pieces of equipment listed under Operator A.

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ENGI0324-003 06/01/2022

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO,

ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
GROUP 1.....	\$ 51.02	24.85
GROUP 2.....	\$ 52.02	24.85
GROUP 3.....	\$ 49.52	24.85
GROUP 4.....	\$ 50.52	24.85
GROUP 5.....	\$ 48.02	24.85
GROUP 6.....	\$ 49.02	24.85
GROUP 7.....	\$ 47.75	24.85
GROUP 8.....	\$ 48.75	24.85
GROUP 9.....	\$ 47.30	24.85
GROUP 10.....	\$ 48.30	24.85
GROUP 11.....	\$ 46.57	24.85
GROUP 12.....	\$ 47.57	24.85
GROUP 13.....	\$ 46.21	24.85
GROUP 14.....	\$ 47.21	24.85
GROUP 15.....	\$ 45.57	24.85
GROUP 16.....	\$ 42.37	24.85
GROUP 17.....	\$ 27.89	12.00
GROUP 18.....	\$ 31.38	12.00

FOOTNOTE:

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

crane that requires an oiler

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

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

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

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

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

GROUP 16: Forklift and 1 drum hoist

GROUP 17: Compressor or welder operator

GROUP 18: Oiler

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 ENGI0324-004 06/01/2022

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

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

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
AREA 1		
GROUP 1.....	\$ 48.02	24.85
GROUP 2.....	\$ 44.75	24.85
GROUP 3.....	\$ 46.21	24.85
GROUP 4.....	\$ 42.37	24.85
GROUP 5.....	\$ 27.89	12.00
GROUP 6.....	\$ 31.38	24.85
AREA 2		
GROUP 1.....	\$ 51.02	24.85
GROUP 2.....	\$ 47.75	24.85
GROUP 3.....	\$ 46.21	24.85
GROUP 4.....	\$ 42.37	24.85
GROUP 5.....	\$ 27.89	12.00
GROUP 6.....	\$ 31.38	24.85

FOOTNOTES:

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

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

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

220' or longer.

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

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

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

GROUP 5: Air Compressor, Welder, Generators, Conveyors

GROUP 6: Oiler and fire tender

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 \* ENGI0324-005 09/01/2022

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

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

Rates Fringes

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

AREA 1:		
GROUP 1.....	\$ 39.38	24.85
GROUP 2.....	\$ 34.65	24.85
GROUP 3.....	\$ 33.92	24.85
GROUP 4.....	\$ 33.35	24.85
GROUP 5.....	\$ 24.90	12.05
AREA 2:		
GROUP 1.....	\$ 37.67	24.85
GROUP 2.....	\$ 32.78	24.85
GROUP 3.....	\$ 32.28	24.85
GROUP 4.....	\$ 32.00	24.85
GROUP 5.....	\$ 24.90	12.05

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

Excavator

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

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non- powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum-1/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more-4-in. up to 6-in. discharge-gas or diesel powered - excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more-300 amp. or larger - gas or diesel powered)

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

Group 5: Fire Person, Oiler

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\* ENGI0324-006 06/01/2022

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

Rates Fringes

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

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt plant operator; Crane operator (does not include work on bridge construction projects when the crane

operator is erecting structural components); Dragline operator; Shovel operator; Locomotive operator; Paver operator (5 bags or more); Elevating grader operator; Pile driving operator; Roller operator (asphalt); Blade grader operator; Trenching machine operator (ladder or wheel type); Auto-grader; Slip form paver; Self-propelled or tractor-drawn scraper; Conveyor loader operator (Euclid type); Endloader operator (1 yd. capacity and over); Bulldozer; Hoisting engineer; Tractor operator; Finishing machine operator (asphalt); Mechanic; Pump operator (6-in. discharge or over, gas, diesel powered or generator of 300 amp. or larger); Shouldering or gravel distributing machine operator (self-propelled); Backhoe (with over 3/8 yd. bucket); Side boom tractor (type D-4 or equivalent or larger); Tube finisher (slip form paving); Gradall (and similar type machine); Asphalt paver (self-propelled); Asphalt planer (self-propelled); Batch plant (concrete-central mix); Slurry machine (asphalt); Concrete pump (3 in. and over); Roto-mill; Swinging boom truck (over 12 ton capacity); Hydro demolisher (water blaster); Farm-type tractor with attached pan; Vacuum truck operator; Batch Plant (concrete dry batch); Concrete Saw Operator (40h.p. or over; Tractor Operator (farm type); Finishing Machine Operator (concrete); Grader Operator (self-propelled fine grade or form (concrete)).

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

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

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

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 ENGI0324-007 05/01/2022

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

	Rates	Fringes
OPERATOR: Power Equipment		
(Steel Erection)		
Compressor, welder and forklift.....	\$ 37.40	24.60
Crane operator, main boom & jib 120' or longer.....	\$ 43.87	24.60
Crane operator, main boom & jib 140' or longer.....	\$ 44.17	24.60
Crane operator, main boom		



& jib 220' or longer.....	\$ 44.17	24.60
Mechanic with truck and tools.....	\$ 43.00	24.60
Oiler and fireman.....	\$ 35.86	24.60
Regular operator.....	\$ 41.22	24.60

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 ENGI0324-008 10/01/2020

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

Rates Fringes

OPERATOR: Power Equipment  
 (Sewer Relining)

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

SEWER RELINING CLASSIFICATIONS

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

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

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 ENGI0325-012 05/01/2022

Rates Fringes

Power equipment operators -  
 gas distribution and duct  
 installation work:

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

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

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

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

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 IRON0008-007 06/01/2022

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

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

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

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 IRON0025-002 06/01/2021

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

	Rates	Fringes
Ironworker - pre-engineered metal building erector		
Alcona, Alpena, Arenac, Cheboygan, Clare, Clinton, Crawford, Gladwin, Gratiot, Huron, Ingham, Iosco, Isabella, Jackson, Lapeer, Livingston (west of Burkhardt Road), Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, Sanilac, Shiawassee, Tuscola & Washtenaw (west of U.S. 23).	\$ 24.26	22.11
Bay, Genesee, Lapeer, Livingston (east of Burkhardt Road), Macomb, Midland, Oakland, Saginaw, St. Clair, The University		

of Michigan, Washtenaw (east of U.S. 23) & Wayne...	\$ 25.48	23.11
IRONWORKER		
Ornamental and Structural...	\$ 36.77	29.03
Reinforcing.....	\$ 32.99	30.76

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IRON0055-005 07/01/2022

LENAWEE AND MONROE COUNTIES:

	Rates	Fringes
IRONWORKER		
Pre-engineered metal buildings.....	\$ 23.59	19.35
All other work.....	\$ 33.00	27.20

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IRON0292-003 06/01/2020

BERRIEN AND CASS COUNTIES:

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

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IRON0340-001 06/19/2017

ALLEGAN, ANTRIM, BARRY, BENZIE, BRANCH, CALHOUN, CHARLEVOIX,  
EATON, EMMET, GRAND TRAVERSE, HILLSDALE, IONIA, KALAMAZOO,  
KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA,  
MISSAUKEE, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA,  
OTTAWA, ST. JOSEPH, VAN BUREN AND WEXFORD COUNTIES:

	Rates	Fringes
IRONWORKER (Including pre-engineered metal building erector).....	\$ 24.43	24.67

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LAB00005-006 10/01/2020

	Rates	Fringes
Laborers - hazardous waste abatement: (ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, IOSCO, KALKASKA, LEELANAU, MISSAUKEE, MONTMORENCY, OSCODA, OTSEGO, PRESQUE ISLE AND WEXFORD COUNTIES - Zone 10)		
Levels A, B or C.....	\$ 17.45	12.75
class b.....	\$ 18.64	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....	\$ 16.45	12.75
class a.....	\$ 17.64	12.90

Zone 10

Laborers - hazardous waste abatement: (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES - Zone 11)		
Levels A, B or C.....\$ 23.58		12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 22.58		12.90
Laborers - hazardous waste abatement: (ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, IONIA COUNTY (except the city of Portland); KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH AND VAN BUREN COUNTIES - Zone 9)		
Levels A, B or C.....\$ 21.80		12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 20.80		12.90
Laborers - hazardous waste abatement: (ARENAC, BAY, CLARE, GLADWIN, GRATIOT, HURON, ISABELLA, MIDLAND, OGEMAW, ROSCOMMON, SAGINAW AND TUSCOLA COUNTIES - Zone 8)		
Levels A, B or C.....\$ 21.39		12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 20.80		12.90
Laborers - hazardous waste abatement: (CLINTON, EATON AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); LIVINGSTON COUNTY (west of Oak Grove Rd., including the City of Howell) - Zone 6)		
Levels A, B or C.....\$ 25.64		12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 24.64		12.90
Laborers - hazardous waste abatement: (GENESEE, LAPEER AND SHIAWASSEE COUNTIES - Zone 7)		

Levels A, B or C.....\$ 24.20	13.80
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 23.20	13.80
Laborers - hazardous waste abatement: (HILLSDALE, JACKSON AND LENAWEE COUNTIES - Zone 4)	
Levels A, B or C.....\$ 25.17	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 24.17	12.90
Laborers - hazardous waste abatement: (LIVINGSTON COUNTY (east of Oak Grove Rd. and south of M-59, excluding the city of Howell); AND WASHTENAW COUNTY - Zone 3)	
Levels A, B or C.....\$ 29.93	14.20
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 28.93	14.20
Laborers - hazardous waste abatement: (MACOMB AND WAYNE COUNTIES - Zone 1)	
Levels A, B or C.....\$ 29.93	16.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 28.93	16.90
Laborers - hazardous waste abatement: (MONROE COUNTY - Zone 4)	
Levels A, B or C.....\$ 31.75	14.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 31.75	14.90
Laborers - hazardous waste abatement: (OAKLAND COUNTY and the Northeast portion of LIVINGSTON COUNTY bordered by Oak Grove Road on the West and M-59 on the South - Zone 2)	
Level A, B, C.....\$ 29.93	16.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 28.93	16.90

Laborers - hazardous waste abatement: (SANILAC AND ST. CLAIR COUNTIES - Zone 5)

Levels A, B or C.....	\$ 25.75	16.35
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 24.75	16.35

LAB00259-001 09/01/2022

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

	Rates	Fringes
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Laborers - tunnel, shaft and caisson:

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

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

TUNNEL LABORER CLASSIFICATIONS

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

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

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

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

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

GROUP 6: Dynamite and powder

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

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LAB00334-001 09/01/2021

Rates Fringes

Laborers - open cut:

ZONE 1 - MACOMB, OAKLAND AND WAYNE COUNTIES:

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

ZONE 2 - LIVINGSTON COUNTY (east of M-151 (Oak Grove Rd.)); MONROE AND

WASHTENAW COUNTIES:

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

ZONE 3 - CLINTON, EATON, GENESEE, HILLSDALE AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); JACKSON, LAPEER AND LENAWEЕ COUNTIES; LIVINGSTON COUNTY (west of M-151 Oak Grove Rd.); SANILAC, ST. CLAIR AND SHIAWASSEE COUNTIES:

GROUP 1.....	\$ 22.99	12.95
GROUP 2.....	\$ 23.13	12.95
GROUP 3.....	\$ 23.25	12.95

GROUP 4.....	\$ 23.30	12.95
GROUP 5.....	\$ 23.44	12.95
GROUP 6.....	\$ 20.74	12.95
GROUP 7.....	\$ 17.89	12.95

ZONE 4 - ALCONA, ALLEGAN,  
ALPENA, ANTRIM, ARENAC,  
BARRY, BAY, BENZIE,  
BERRIEN, BRANCH,  
CALHOUN, CASS, CHARLEVOIX,  
CHEBOYGAN, CLARE,  
CRAWFORD, EMMET,  
GLADWIN, GRAND TRAVERSE,  
GRATIOT AND HURON  
COUNTIES; IONIA COUNTY  
(EXCEPT THE CITY OF  
PORTLAND); IOSCO,  
ISABELLA, KALAMAZOO,  
KALKASKA, KENT,  
LAKE, LEELANAU, MANISTEE,  
MASON, MECOSTA, MIDLAND,  
MISSAUKEE, MONTCALM,  
MONTMORENCY, MUSKEGON,  
NEWAYGO, OCEANA, OGEMAW,  
OSCEOLA, OSCODA, OTSEGO,  
OTTAWA, PRESQUE ISLE,  
ROSCOMMON, SAGINAW, ST.  
JOSEPH, TUSCOLA, VAN BUREN  
AND WEXFORD COUNTIES:

GROUP 1.....	\$ 22.02	12.95
GROUP 2.....	\$ 22.15	12.95
GROUP 3.....	\$ 22.26	12.95
GROUP 4.....	\$ 22.33	12.95
GROUP 5.....	\$ 22.45	12.95
GROUP 6.....	\$ 19.67	12.95
GROUP 7.....	\$ 18.01	12.95

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

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

SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation. For all areas except the Upper Peninsula, open cut construction work shall also be construed to mean waterfront work, piers,



docks, seawalls, breakwalls, marinas and all incidental work. Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

#### OPEN CUT LABORER CLASSIFICATIONS

##### GROUP 1: Construction laborer

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

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

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

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

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

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

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LAB00465-001 06/01/2022

LABORER: Highway, Bridge and Airport Construction

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

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

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

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

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

LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt raker

GROUP 5: Pipe layers, oxy-gun

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

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LAB01076-005 04/01/2022

MICHIGAN STATEWIDE

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

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

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

Zone 1 - Macomb, Oakland and Wayne

Zone 2 - Monroe and Washtenaw

Zone 3 - Bay, Genesee, Lapeer, Midland, Saginaw, Sanilac, Shiawassee and St. Clair

Zone 4 - Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft

Zone 5 - Remaining Counties in Michigan

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PAIN0022-002 07/01/2008

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

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

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

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PAIN0312-001 06/01/2018

EXCLUDES: ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); INCLUDES: Barry, Berrien, Branch, Calhoun, Cass, Hillsdale, Kalamazoo, St. Joseph, Van Buren

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

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PAIN0845-003 05/10/2018

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

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

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PAIN0845-015 05/10/2018

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

Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74
-----		
PAIN0845-018 05/10/2018		

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

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74
-----		
PAIN1011-003 06/02/2021		

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

	Rates	Fringes
PAINTER.....	\$ 26.71	14.38
-----		
FOOTNOTES: High pay (bridges, overpasses, watertower): 30 to 80 ft.: \$.65 per hour additional. 80 ft. and over: \$1.30 per hour additional.		

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PAIN1474-002 06/01/2010  
HURON COUNTY; LAPEER COUNTY (east of Hwy. M-53); ST. CLAIR, SANILAC AND TUSCOLA COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 23.79	12.02
-----		
FOOTNOTES: Lead abatement work: \$1.00 per hour additional. Work with any hazardous material: \$1.00 per hour additional. Sandblasting, steam cleaning and acid cleaning: \$1.00 per hour additional. Ladder work at or above 40 ft., scaffold work at or above 40 ft., swing stage, boatswain chair, window jacks and all work performed over a falling height of 40 ft.: \$1.00 per hour additional. Spray gun work, pick pullers and those handling needles, blowing off by air pressure, and any person rigging (setting up and moving off the ground): \$1.00 per hour additional. Steeplejack, tanks, gas holders, stacks, flag poles, radio towers and beacons, power line towers, bridges, etc.: \$1.00 per hour additional, paid from the ground up.		

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PAIN1803-003 06/01/2019

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

Rates Fringes

PAINTER

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

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

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PLAS0514-001 06/01/2018

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

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

Rates Fringes

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

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 PLUM0190-003 05/01/2015

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

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

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 TEAM0007-004 06/01/2020

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

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

	Rates	Fringes
TRUCK DRIVER		
AREA 1		
Euclids, double bottoms and lowboys.....	\$ 28.05	.50 + a+b
Trucks under 8 cu. yds.....	\$ 27.80	.50 + a+b
Trucks, 8 cu. yds. and over.....	\$ 27.90	.50 + a+b
AREA 2		
Euclids, double bottomms and lowboys.....	\$ 24.895	.50 + a+b
Euclids, double bottoms and lowboys.....	\$ 28.15	.50 + a+b
Trucks under 8 cu. yds.....	\$ 27.90	.50 + a+b
Trucks, 8 cu. yds. and over.....	\$ 28.00	.50 + a+b

Footnote:

- a. \$470.70 per week
- b. \$68.70 daily

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 TEAM0247-004 04/01/2013

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

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

	Rates	Fringes
Sign Installer		
AREA 1		
GROUP 1.....	\$ 21.78	11.83
GROUP 2.....	\$ 25.27	11.8375
AREA 2		
GROUP 1.....	\$ 22.03	11.83
GROUP 2.....	\$ 25.02	11.8375

FOOTNOTE:

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

SIGN INSTALLER CLASSIFICATIONS:

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

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

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 TEAM0247-010 04/01/2018

AREA 1: LAPEER AND SHIAWASSEE COUNTIES

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

	Rates	Fringes
TRUCK DRIVER (Underground construction)		
AREA 1		
GROUP 1.....	\$ 23.82	19.04
GROUP 2.....	\$ 23.91	19.04
GROUP 3.....	\$ 24.12	19.04



AREA 2

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

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

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

TRUCK DRIVER CLASSIFICATIONS

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

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

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

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 \* SUMI2002-001 05/01/2002

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

Pavement Marking Machine  
 (ZONE 2: STATEWIDE (EXCLUDING  
 GENESEE, MACOMB, MONROE,  
 OAKLAND, WASHTENAW AND WAYNE)  
 Group 2.....\$ 24.23                   13.45

WORK CLASSIFICATIONS:

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

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

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

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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

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

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

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

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

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END OF GENERAL DECISIO"

**APPENDIX D  
ADDITIONAL INFORMATION**



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

**Plan Set**

**W. Michigan Avenue Resurfacing  
(Lovell to W. Main)**

**Bid Reference #: 91395-006.0**

# CITY OF KALAMAZOO

## WEST MICHIGAN AVENUE RESURFACING



**WIGHTMAN**  
 433 E. RANSOM ST.  
 KALAMAZOO, MI. 49007  
 269.327.3532  
 www.gowightman.com

### UTILITIES

CABLE:	CHARTER COMMUNICATIONS 4175 COMMERCIAL AVENUE PORTAGE, MI 49002 BRYAN LONGCORE (269) 459-8746 BRYAN.LONGCORE2@CHARTER.COM
	COMCAST 5047 W MAIN STREET KALAMAZOO, MI 49009 JOSEPH SCHOPF (655) 629-2982 JOSEPH_SCHOPF@CABLE.COMCAST.COM
ELECTRIC:	CONSUMERS ENERGY 2500 E. CORK STREET KALAMAZOO, MI 49001 ANDRE TAYLOR (269) 337-2245 ANDRE.TAYLOR@CMSENERGY.COM
GAS:	CONSUMERS ENERGY 2500 E. CORK STREET KALAMAZOO, MI 49001 KYLE OAK (269) 337-2366 KYLE.OAK@CMSENERGY.COM
TELEPHONE:	AT&T 2919 MILLCORK STREET KALAMAZOO, MI 49001 PHILIP BARDOCZ (269) 384-4476 PB3132@ATT.COM
FIBER OPTIC:	CTS TELECOM 13800 EAST MICHIGAN AVENUE GALESBURG, MI 49053 TOM CADY (269) 746-3232 TCADY@CTSTELECOM.COM
	MIDWEST FIBER 6070 NORTH FLINT ROAD GENDALE, WI 53209 NATE WRIGHT (414) 672-5612 NWRIGHT@MIDWESTFIBERNETWORKS.COM
	CITY OF KALAMAZOO 415 E. STOCKBRIDGE AVENUE KALAMAZOO, MI 49001 RON RIDENOUR (269) 337-8601 RIDENOURR@KALAMAZOOCITY.ORG
WATER:	CITY OF KALAMAZOO 415 E. STOCKBRIDGE AVENUE KALAMAZOO, MI 49001 ANNA CRANDALL (269) 337-8601 CRANDALLA@KALAMAZOOCITY.ORG
SEWER:	CITY OF KALAMAZOO 1415 NORTH HARRISON STREET KALAMAZOO, MI 49007 SOHIL MANJIYANI (269) 337-8551 MANJIYANIS@KALAMAZOOCITY.ORG
PUBLIC WORKS:	CITY OF KALAMAZOO 415 E. STOCKBRIDGE AVENUE KALAMAZOO, MI 49001 ANTHONY LADD (269) 337-8601 LADDA@KALAMAZOOCITY.ORG
UNIVERSITY:	WESTERN MICHIGAN UNIVERSITY 1903 W. MICHIGAN AVENUE KALAMAZOO, MI 49008 JOHN SEELMAN (269) 387-8539 JOHN.SEELMAN@WMICH.EDU
RAILROAD	AMTRAK 2330 BROOKLYN ROAD JACKSON, MI 49203 WILLIAM SIMMONS (MDOT) (517) 581-3515 WILLIAM.SIMMONS@AMTRAK.COM
"MISS DIG"	811

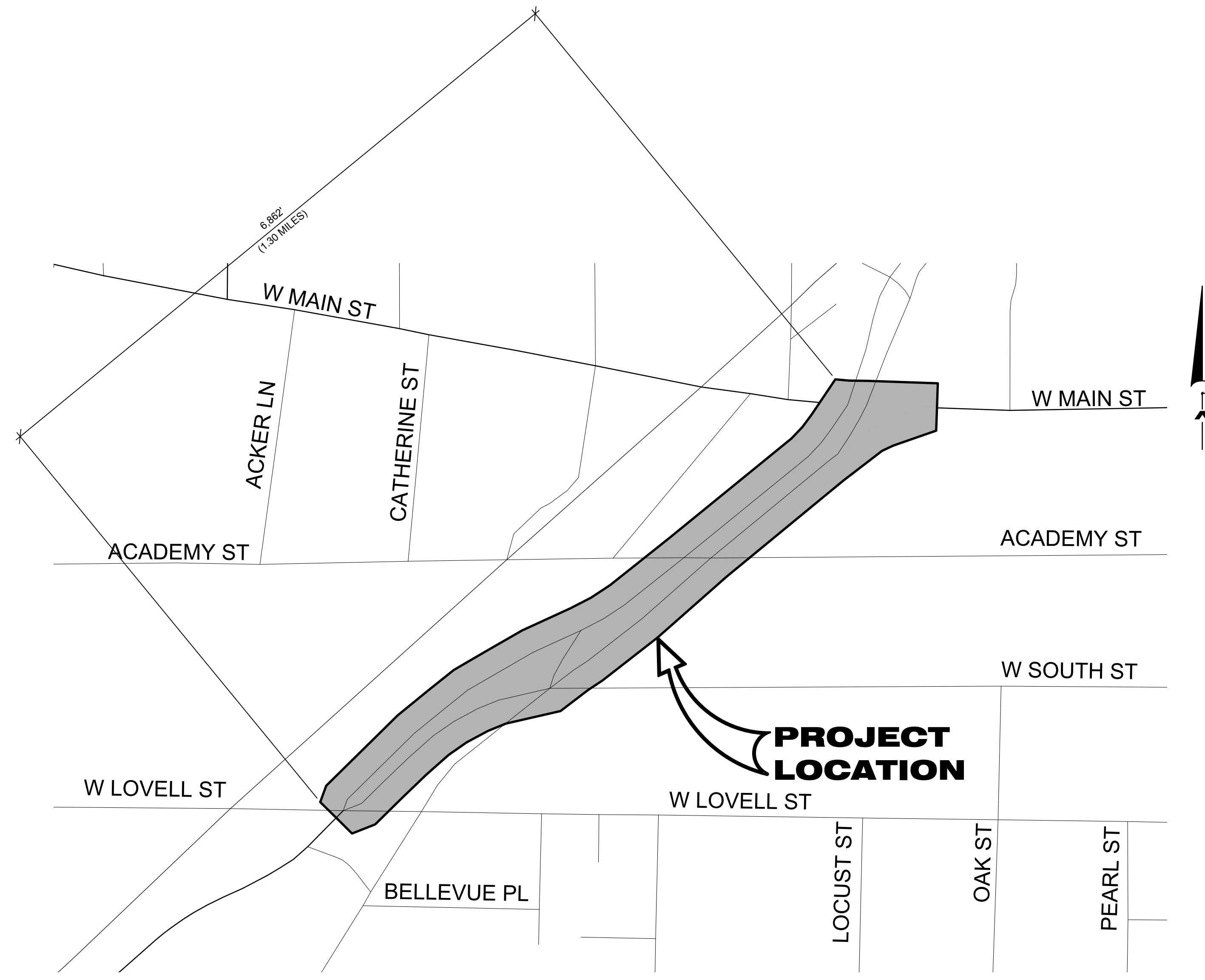
PROJECT NAME:  
**WEST MICHIGAN AVENUE RESURFACING**  
 LOVELL TO WEST MAIN

**CITY OF KALAMAZOO**  
 415 E. STOCKBRIDGE AVENUE  
 KALAMAZOO, MI 49001

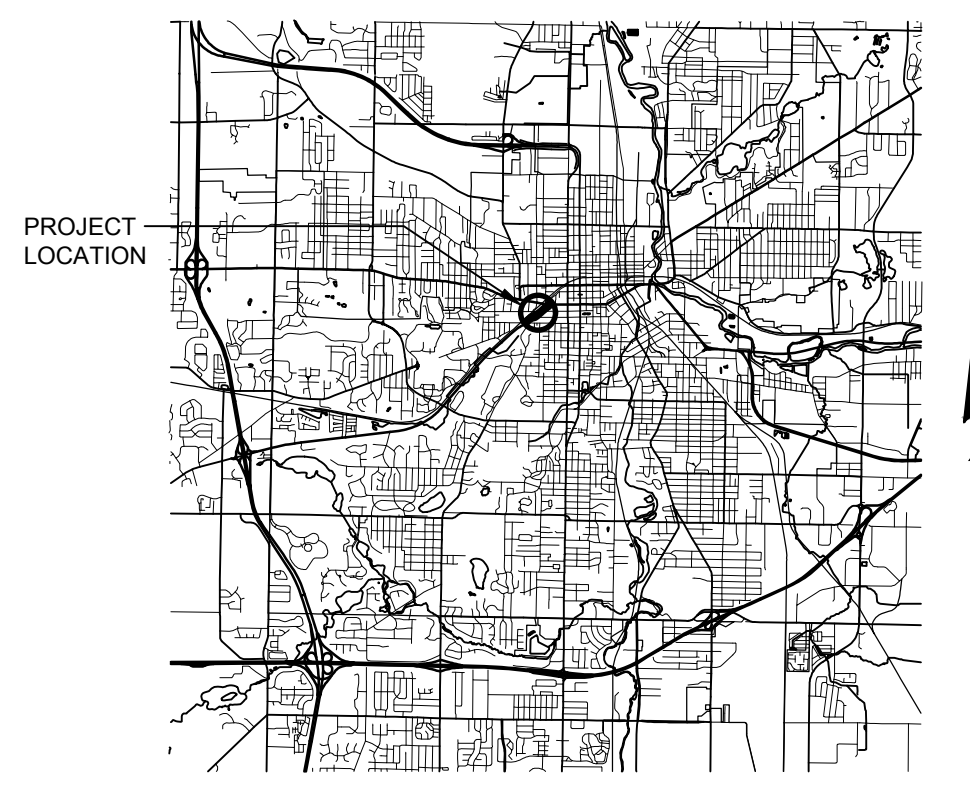
### TRAFFIC DATA

#### W. MICHIGAN AVE

DESIGN SPEED	=	40 MPH
POSTED SPEED	=	35 MPH
ADT (2022)	=	23,314
ADT (2032)	=	25,754
DHV (2032)	=	773
% TRUCKS (2021 & 2041)	=	3.0%



PROJECT LOCATION MAP TITLE  
 PROJECT LOCATION MAP  
 SCALE: NONE



### NOTES

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

THE PLACING OF PAVEMENT MARKINGS AND TRAFFIC CONTROL SIGNS SHALL BE DONE IN ACCORDANCE WITH THE 2011 MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AS AMENDED.

THE IMPROVEMENTS COVERED BY THESE PLANS ARE IN ACCORDANCE WITH THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS, 2011 EDITION; A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS AND WITH SECTION C OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAMS NON-FREEWAY NHS GUIDELINES FOR GEOMETRICS DATED JULY 24, 2017.


IN CONFORMANCE WITH PUBLIC ACT 174 OF 2013, ALL CONTRACTORS SHALL CALL MISS DIG @ 811 OR 800-482-7171 FOR PROTECTION OF UNDERGROUND UTILITIES A MINIMUM OF THREE FULL WORKING DAYS (EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS) PRIOR TO BEGINNING EACH EXCAVATION IN ANY AREA. MEMBERS WILL THUS BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE A PART OF THE "MISS DIG" ALERT SYSTEM.

01 9/12/22 EJK  
 ISSUED FOR BIDS

00 PRELIMINARY - NOT FOR CONSTRUCTION

REVISIONS

DATE: SEPTEMBER 2022  
 SCALE:



CITY OF KALAMAZOO  
 415 STOCKBRIDGE AVENUE  
 KALAMAZOO, MI 49001

**APPROVAL**

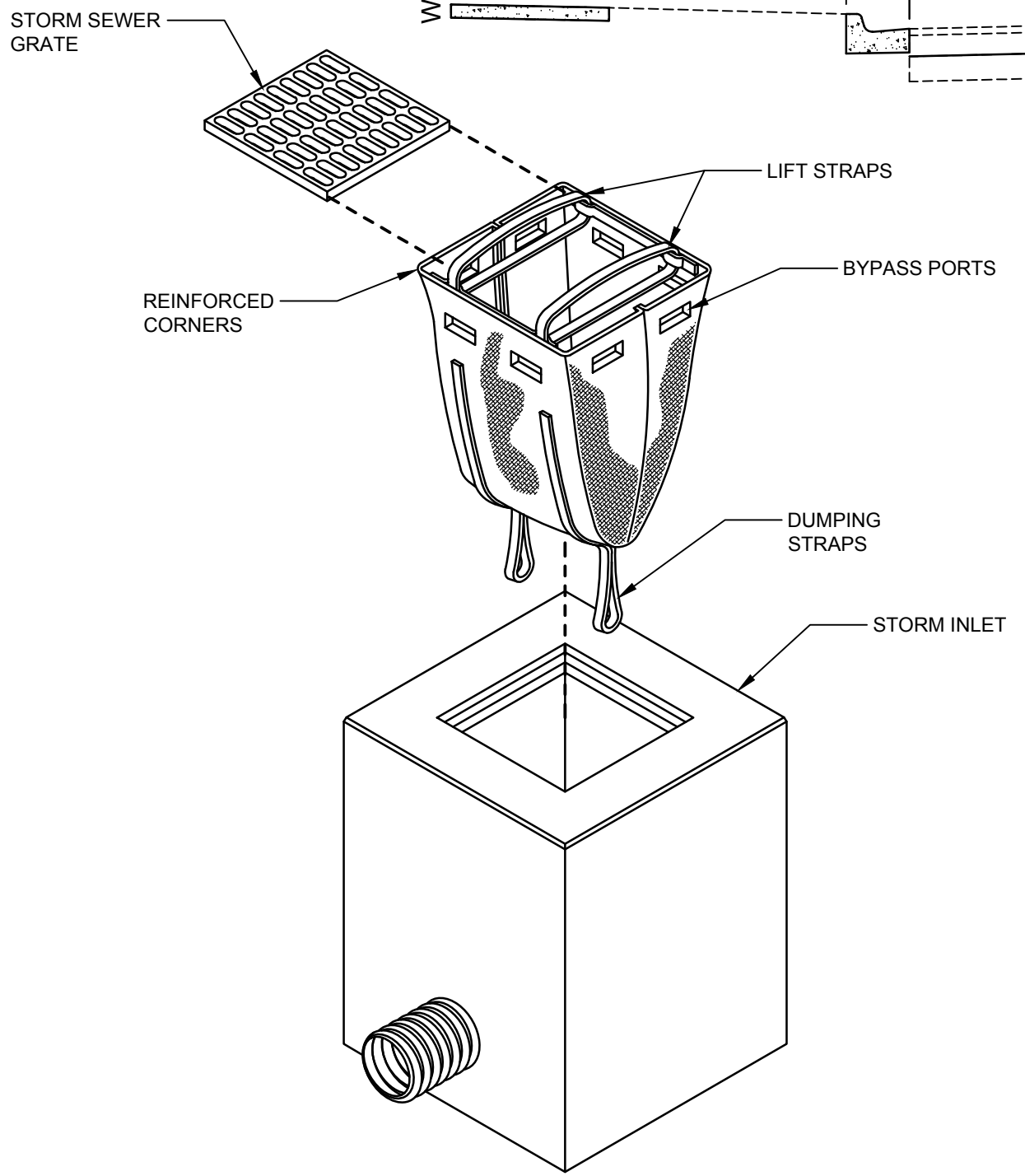
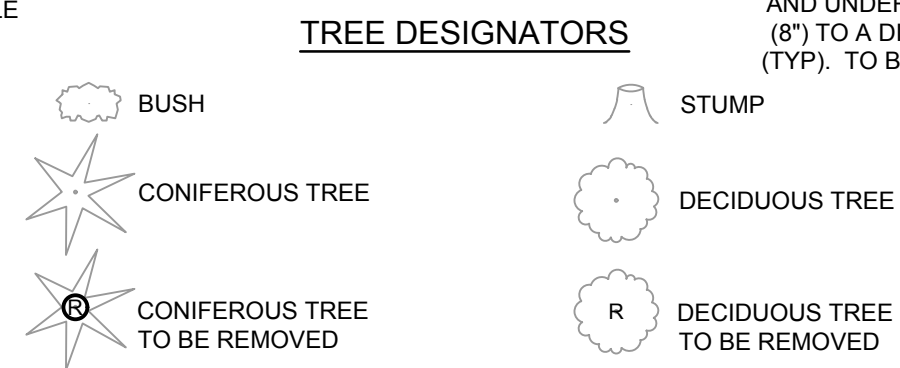
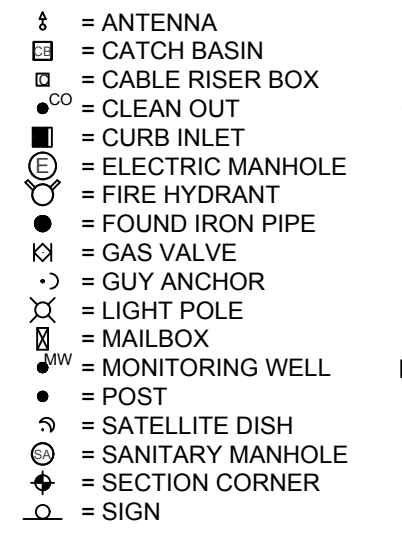
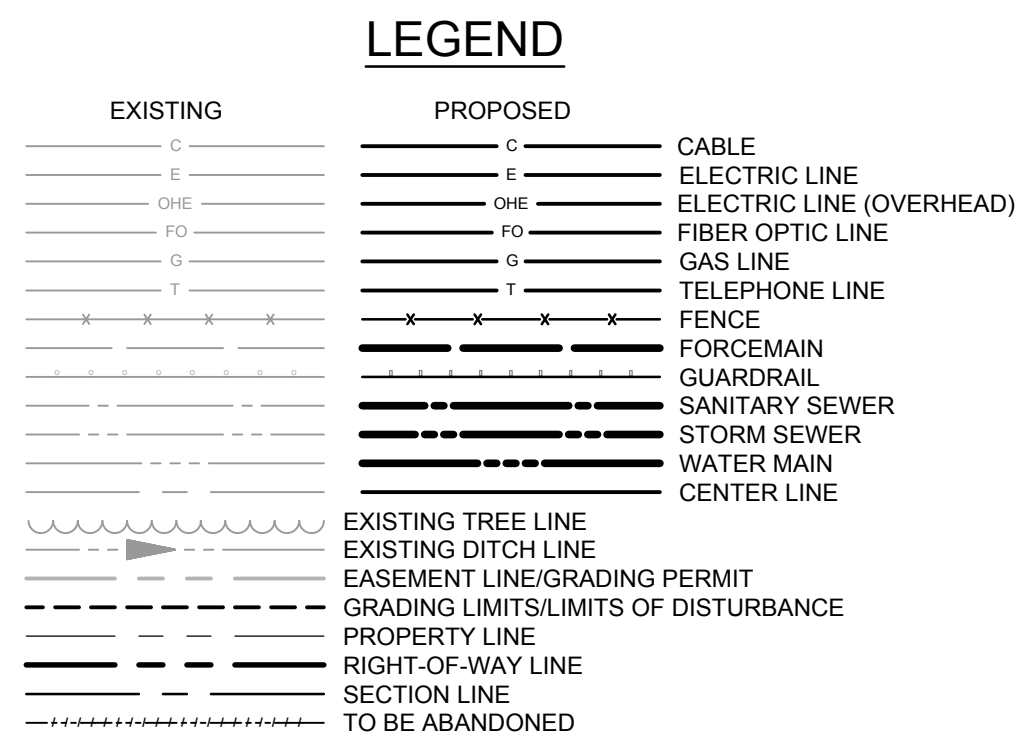
ANTHONY LADD, P.E. PUBLIC WORKS DIV. MGR.	DATE
_____	_____
_____	DATE

JOB No. 224067  
**01**

COVER SHEET

**PROJECT NOTES**

- THE "2020 STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND "STANDARD PLANS" BY THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) ARE HEREBY INCORPORATED INTO THESE CONTRACT DOCUMENTS. COPIES OF THESE STANDARDS ARE AVAILABLE FOR INSPECTION AT THE OFFICE OF THE ENGINEER.
- THE PLACING OF TRAFFIC CONTROL SIGNS AND PAVEMENT MARKINGS SHALL BE DONE IN ACCORDANCE WITH THE 2011 MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD), AS AMENDED.
- ALL WORK SHALL CONFORM TO ALL LOCAL, STATE AND FEDERAL LAWS, RULES AND REGULATIONS IN FORCE AT THE TIME OF CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL CONSTRUCTION WITH OTHER CONTRACTORS INVOLVED WITH CONSTRUCTION AND FOR REPORTING ANY ERRORS OR DISCREPANCIES BETWEEN THESE PLANS AND/OR PLANS PREPARED BY OTHERS. IF ANY ERRORS, DISCREPANCIES, OR OMISSIONS BECOME APPARENT, THESE SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION OF ANYTHING AFFECTED SO THAT CLARIFICATION OR REDESIGN MAY OCCUR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR POSTING ALL BONDS AND INSURANCE CERTIFICATES AND SUBMITTING TRAFFIC CONTROL PLANS FOR REVIEW AND APPROVAL WHICH MAY BE REQUIRED BY THE CITY FOR THE CONSTRUCTION OF THIS PROJECT WITHIN THE RESPECTIVE ROAD RIGHT-OF-WAY. THE CONTRACTOR SHALL APPLY FOR THESE PERMITS UNLESS OTHERWISE NOTED.
- IN CONFORMANCE WITH PUBLIC ACT 174 OF 2013, ALL CONTRACTORS SHALL CALL MISS DIG @ 811 OR 800-482-7171 FOR PROTECTION OF UNDERGROUND UTILITIES. A MINIMUM OF THREE FULL WORKING DAYS (EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS) PRIOR TO BEGINNING EACH EXCAVATION IN ANY AREA, MEMBERS WILL BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE A PART OF THE "MISS DIG" ALERT SYSTEM.
- THE CONTRACTOR SHALL LOCATE ALL ACTIVE UNDERGROUND UTILITIES PRIOR TO STARTING WORK AND SHALL CONDUCT HIS OPERATIONS IN A MANNER AS TO ENSURE THAT THOSE UTILITIES NOT REQUIRING RELOCATION WILL NOT BE DISTURBED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE CITY OF KALAMAZOO TO NOTIFY THEM THAT WORK IS COMMENCING.
- THE SOIL BORINGS WERE TAKEN BY WIGHTMAN ON 03/30/2021.
- SEE PLANS FOR SOIL BORING DATA.
- THE CONTRACTOR SHALL CONDUCT THE WORK IN SUCH A MANNER SO NO EXCAVATIONS ARE LEFT OPEN OVERNIGHT. IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL INSTALL A TEMPORARY FENCE TO PROTECT THE EXCAVATION AT THEIR OWN EXPENSE.
- THE ITEM OF SUBBASE, CIP WILL BE PAID FOR AT PLAN QUANTITY EXCEPT IN THE CASE OF A DESIGN CHANGE OR DEMONSTRATED ERROR.
- ALL DISTURBED LAWN AREAS SHALL BE RESTORED WITH SLOPE RESTORATION TYPE B.
- SEEDING MIXTURE FOR SLOPE RESTORATION SHALL BE MIXTURE TUF.
- REQUIRED RESTORATION FOR CURB AND GUTTER ITEMS AND SIDEWALK ITEMS SHALL ONLY BE CONSIDERED FOR PAYMENT WITHIN 2 FEET OF REQUIRED CONCRETE WORK.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING EXISTING DRAINAGE PATTERNS, AND SHALL RESOLVE ANY DRAINAGE PROBLEMS ON ADJACENT PROPERTIES WHICH MAY RESULT FROM THE CONTRACTOR'S ACTIVITIES.
- DATUM REFERS TO NAVD88 DATUM.
- SPOT ELEVATIONS WITHIN VICINITY OF PROPOSED CONCRETE CURB AND GUTTER REFER TO EDGE OF METAL ELEVATIONS. "TIP-OUT GUTTER" REFERS TO "REVERSE PAVEMENT SLOPE" WITHIN PROPOSED CONCRETE GUTTER. PITCH PAVEMENT/CONCRETE GUTTERS UNIFORMLY BETWEEN PROPOSED SPOT ELEVATIONS.
- ALL SCALES FOR DRAWINGS AND DETAILS ARE BASED ON 24"x36" PRINTED PLANS. DIMENSIONS TAKE PRECEDENCE OVER SCALE. CONTRACTOR TO VERIFY ALL DIMENSIONS IN FIELD.
- ALL RADII FOR CURB AND GUTTER ARE DIMENSIONED TO THE BACK OF THE CURB.
- TAPER THE CURBS TO ZERO HEIGHT AT SIDEWALKS. SIDEWALK RAMPS SHALL BE BARRIER FREE AND CONSTRUCTED IN ACCORDANCE WITH THE MDOT SIDEWALK RAMP AND DETECTABLE WARNING DETAILS (R-28 SERIES). SIDEWALK JOINTS SHALL BE IN ACCORDANCE WITH THE MDOT DRIVEWAY OPENINGS & APPROACHES AND CONCRETE SIDEWALKS (R-29 SERIES) UNLESS NOTED OTHERWISE.
- EXPANSION JOINTS FOR CONCRETE CURB AND GUTTER SHALL BE PLACED AT: CURB CORNERS, BEGINNING AND ENDING OF RADI, ALL CATCH BASINS AND MANHOLES, INTERSECTION OF CURB/SIDEWALK, CURB/RETAINING WALL, CURB/BUILDING, AND EXISTING/NEW CONSTRUCTION, AT LENGTHS OF NOT MORE THAN 120' APART, AND AS SPECIFIED ELSEWHERE.
- EXISTING DRAINAGE STRUCTURE COVERS FOR STORM MANHOLES THAT ARE TO REMAIN SHALL BE REPLACED WITH COVER B PRIOR TO FINAL ADJUSTMENT. EXISTING DRAINAGE STRUCTURE COVERS FOR SANITARY MANHOLES SHALL BE REPLACED WITH COVER Q PRIOR TO FINAL ADJUSTMENT. EXISTING CATCH BASIN COVERS THAT ARE TO REMAIN SHALL BE REPLACED WITH COVER K PRIOR TO FINAL ADJUSTMENT. INCLUDED IN THE NEW CASTING ITEMS SHALL BE TEMPORARY PLATING OF THE EXISTING STRUCTURE THROUGH THE LEVELING COURSE. FINAL ADJUSTMENT SHALL BE PAID FOR AS DR STRUCTURE COVER, ADJ. CASE.
- ANY SANITARY SEWER, SANITARY SEWER SERVICE LEADS, WATER MAIN, WATER SERVICES, OR STORM SEWER THAT IS DAMAGED BY THE CONTRACTOR DURING THEIR OPERATIONS SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AND AT THE CONTRACTOR'S EXPENSE.
- THE TACTILE PLATES FOR THE ADA RAMPS WILL BE COLONIAL RED IN COLOR TO MATCH EXISTING DETECTABLE WARNING PLATES THROUGHOUT THE CITY. TRUNCATED DOMES SHALL BE TAMPED INTO WET CONCRETE IN ACCORDANCE WITH MDOT AND ADA ACCESSIBILITY GUIDELINES FOR DETECTABLE WARNINGS AND THE MANUFACTURER'S RECOMMENDATIONS FOR INSTALLATION.
- PROPERTY OWNER'S NAMES, WHERE SHOWN, ARE FOR INFORMATION ONLY, AND THEIR ACCURACY IS NOT GUARANTEED.



NOTES:  
REMOVE INLET PROTECTION WHEN THE CONTRIBUTING DRAINAGE AREAS HAVE BEEN STABILIZED.

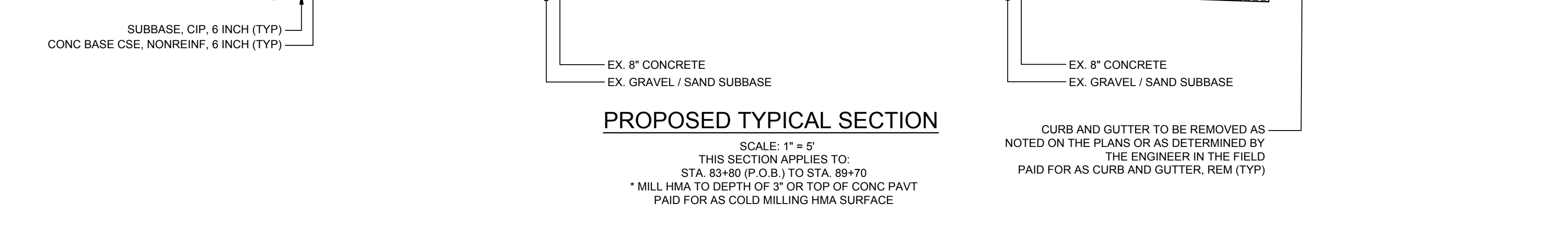
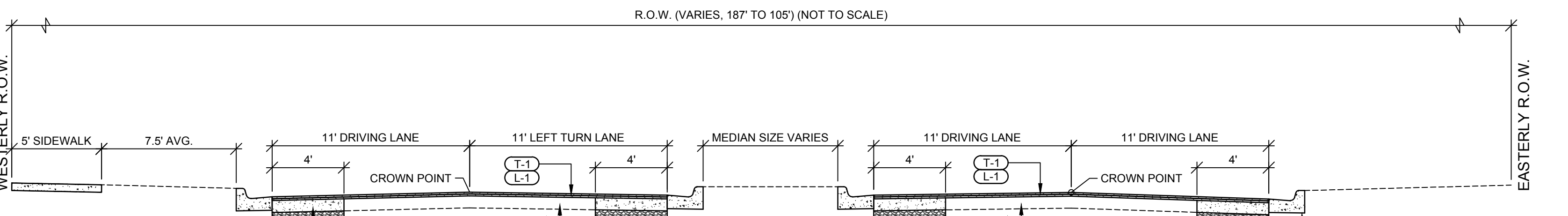
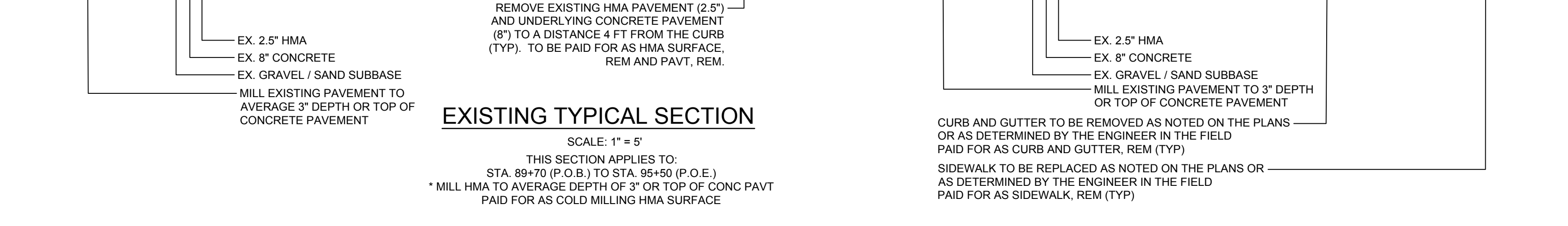
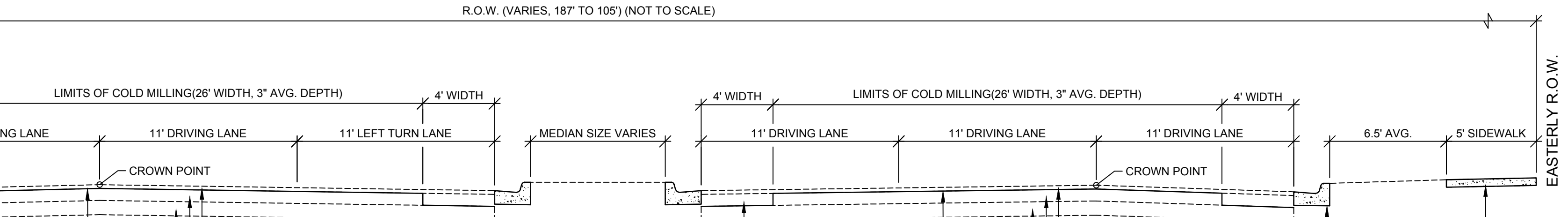
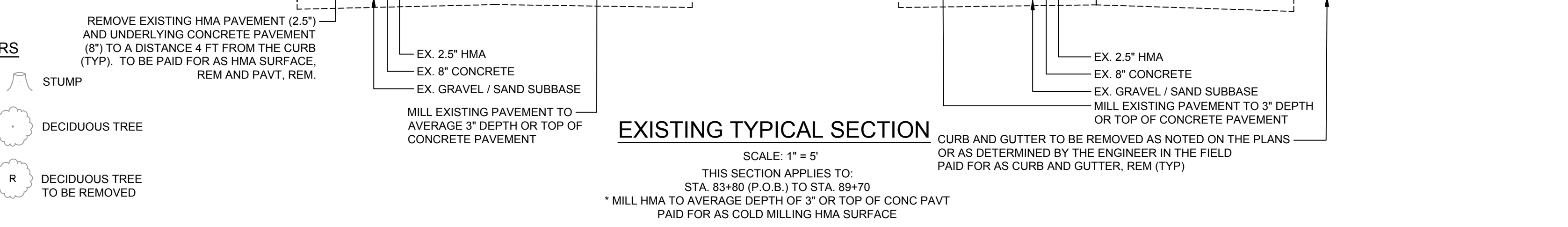
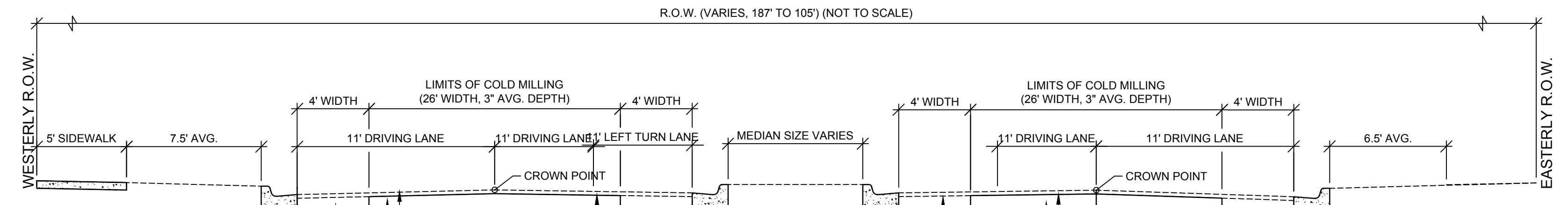
**MISCELLANEOUS QUANTITIES**

ITEM	QTY.
Mobilization, Max	1 LSUM
Erosion Control, Inlet Protection, Fabric Drop	25 Ea

**WIGHTMAN**  
433 E. RANSOM ST.  
KALAMAZOO, MI. 49007  
269.327.3532  
www.gowightman.com

PROJECT NAME:  
**WEST MICHIGAN AVENUE RESURFACING**  
LOVELL TO WEST MAIN

CITY OF KALAMAZOO  
415 E. STOCKBRIDGE AVENUE  
KALAMAZOO, MI 49001



**HMA APPLICATION TABLE**

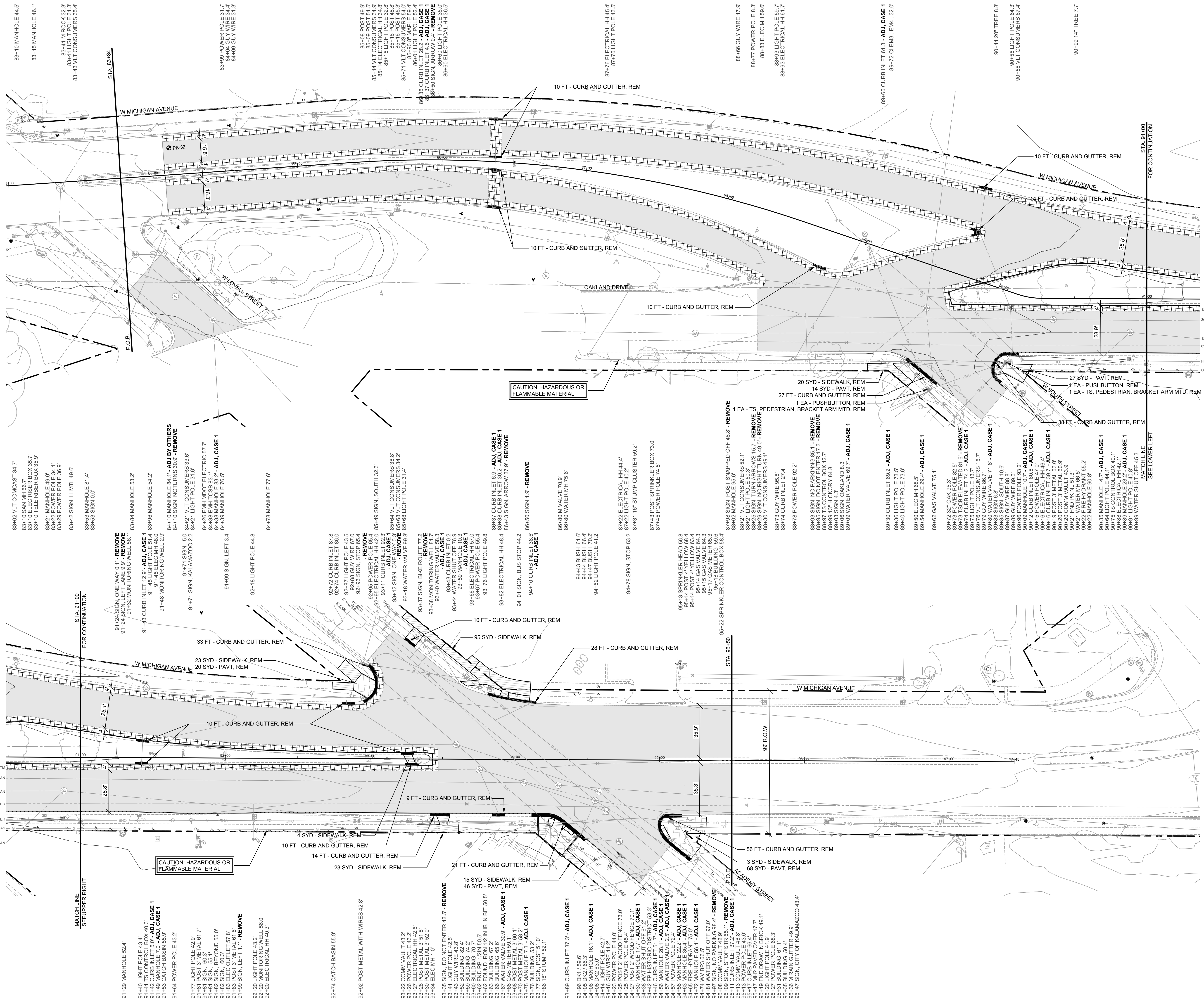
I.D.	ITEM	AWI	YIELD	PERFORMANCE GRADE
T-1	HMA, 5EML (TOP)	260	165#/SYD	P.G. 64 - 28
L-1	HMA, 4EML (LEVELING)		165#/SYD	P.G. 64 - 28
HP	HAND PATCHING (HMA, 5EML)		165 - 330#/SYD	P.G. 64 - 28
	HMA, APPROACH (HMA, 5EML)	260	165#/SYD	P.G. 64 - 28
	HMA BOND COAT (NOT A PAY ITEM)		0.05 TO 0.10 GAL/SYD	SS - 1h

01 9/12/22 EJK  
ISSUED FOR BIDS

00 PRELIMINARY - NOT FOR CONSTRUCTION

**REVISIONS**  
DATE: SEPTEMBER 2022  
SCALE:

NOTES, DETAIL, TYPICAL SECTIONS, AND MISC. QUANTITIES



QUANTITIES THIS SHEET	
ITEM	QTY.
Curb and Gutter, Rem	450 Ft
Pavt, Rem	1,800 Syd
Sidewalk, Rem	185 Syd
Excavation, Earth	6 Cyd
Cold Milling HMA, Surface	8,900 Syd
HMA Surface, Rem	1,600 Syd
Sign, Type III, Rem	18 Ea
Pushbutton, Rem	2 Ea
TS, Pedestrian, Bracket Arm Mtd, Rem	2 Ea

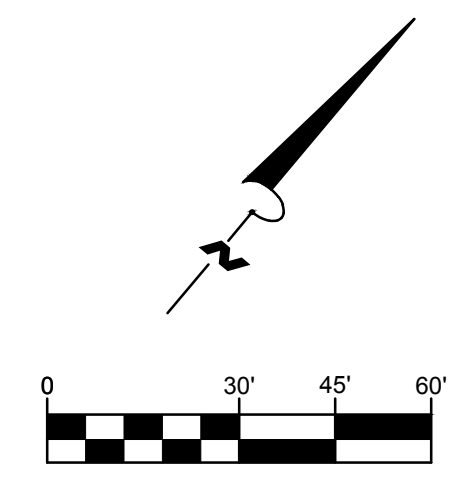
**W+**  
**WIGHTMAN**

1670 LINCOLN RD.  
ALLEGAN, MI. 49010  
269.673.8465

www.gowightman.com

PROJECT NAME:  
**WEST MICHIGAN AVENUE RESURFACING**  
LOVELL TO WEST MAIN

CITY OF  
**KALAMAZOO**  
415 E. STOCKBRIDGE AVENUE  
KALAMAZOO, MI 49001



**LEGEND**

- MILL EXISTING HMA OVER CONCRETE TO EITHER A DEPTH OF 3" OR TO TOP OF CONCRETE. PAID FOR AS COLD MILLING HMA SURFACE
- SAWCUT AND REMOVE FULL DEPTH OF EXISTING HMA AND CONCRETE. PAID FOR AS HMA SURFACE, REM AND PAVT, REM.
- SAWCUT AND REMOVE EXISTING SIDEWALK, PAID FOR AS SIDEWALK, REM.
- REMOVE EXISTING BRICK SIDEWALK, PAID FOR AS PAVT, REM.
- REMOVE EXISTING CURB AND GUTTER
- EXCAVATE EXISTING EARTH FOR SIDEWALK AND SIDEWALK RAMPS

01 9/12/22 EJK  
ISSUED FOR BIDS

00 PRELIMINARY - NOT FOR CONSTRUCTION

**REVISIONS**

DATE: SEPTEMBER 2022  
SCALE: 1" = 30'

**REMOVALS - MICHIGAN AVE**  
STA 83+80 (P.O.B.) TO STA 95+30 (P.O.E)

JOB No. 224067  
**03**  
OF 7



QUANTITIES THIS SHEET

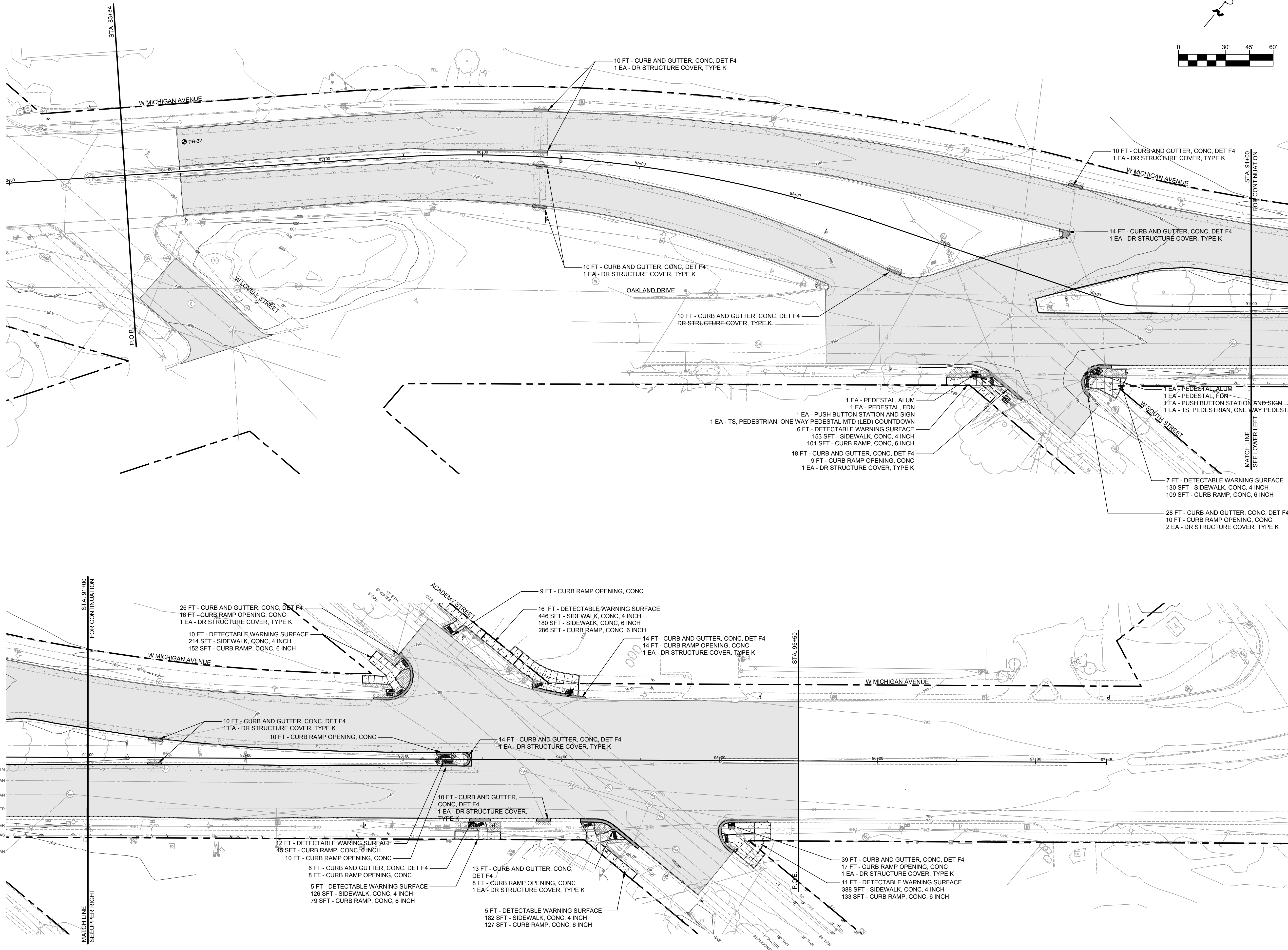
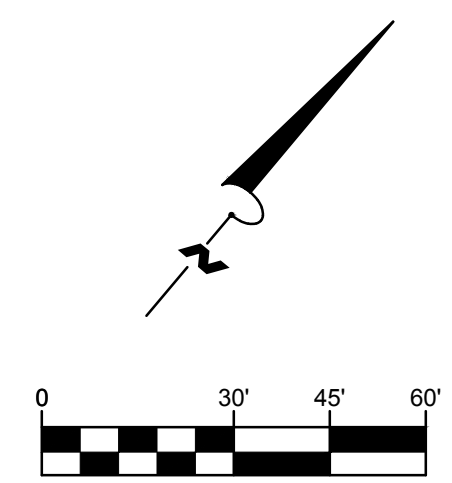
ITEM	QTY.
Subbase, CIP	350 Cyd
Dr Structure Cover, Adj, Case 1	33 Ea
Dr Structure Cover, Type K	19 Ea
Dr Structure Cover, Type B, Modified	5 Ea
Dr Structure Cover, Type Q, Modified	8 Ea
HMA, 4EML	850 Ton
HMA, 5EML	850 Ton
Conc Base Cse, Nonreinf, 6 inch	2,050 Syd
Curb and Gutter, Conc, Det F4	330 Ft
Detectable Warning Surface	75 Ft
Curb Ramp Opening, Conc	120 Ft
Sidewalk, Conc, 4 inch	1,775 Sft
Sidewalk, Conc, 6 inch	180 Sft
Curb Ramp, Conc, 6 inch	960 Sft
Slope Restoration, Type B	160 Syd
Conduit, DB, 1, 1 1/2 Inch	40 Ft
Hh, Round	2 Ea
Pedestal, Alum	2 Ea
Pedestal, Fdn	2 Ea
Push Button Station and Sign	2 Ea
Pedestrian Signal System, Accessible	1 Ea
TS, Pedestrian, One Way Pedestal Mtd (LED) Countdown	2 Ea
Gate Box, Reconstruct, Modified	6 Ea



**WIGHTMAN**  
433 E. RANSOM ST.  
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269.327.3532  
www.gowightman.com

PROJECT NAME:  
**WEST MICHIGAN AVENUE RESURFACING**  
LOVELL TO WEST MAIN





**CITY OF KALAMAZOO**  
415 E. STOCKBRIDGE AVENUE  
KALAMAZOO, MI 49001



18" STM  
36" SAN  
18" SAN  
8" WATER  
FIBER  
GAS

1 EA - PEDESTAL, ALUM  
1 EA - PEDESTAL, FDN  
1 EA - PUSH BUTTON STATION AND SIGN  
1 EA - TS, PEDESTRIAN, ONE WAY PEDESTAL MTD (LED) COUNTDOWN

**LEGEND**

-  RESURFACE WITH 165#SYD HMA, 4EML (LEVELING); 165#SYD HMA, 5EML (TOP).
-  RESURFACE WITH SUBBASE, CIP, 6 INCH; CONC BASE CSE, NONREINF, 6 INCH; 165 #SYD HMA, 4EML (LEVELING); 165 #SYD HMA, 5EML (TOP).
-  SURFACE WITH: SIDEWALK, CONC, 4 INCH; SIDEWALK, CONC, 6 INCH; CURB RAMP, CONC, 6 INCH
-  CURB AND GUTTER, CONC, DET F4; CURB RAMP OPENING, CONC

- BORINGS**
- PB-32
  - 0 - 2.5" ASPHALT
  - 2.5 - 10.5" CONCRETE
  - 10.5 - 20" BROWN, FINE TO COARSE, SAND AND GRAVEL
  - 20 - 40" BROWN, FINE TO COARSE, SAND W/TRACE GRAVEL
  - 40 - 46" BROWN, FINE TO MEDIUM, CLAYEY SAND
  - 46 - 60" DARK GRAY, FINE TO COARSE, SANDY CLAY
  - 60" END OF BORING

01 9/12/22 EJK  
ISSUED FOR BIDS

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**REVISIONS**

DATE: SEPTEMBER 2022  
SCALE: 1" = 30'

PLAN - MICHIGAN AVE  
STA 83+80 (P.O.B.) TO STA 95+23 (P.O.E)

QUANTITIES THIS SHEET

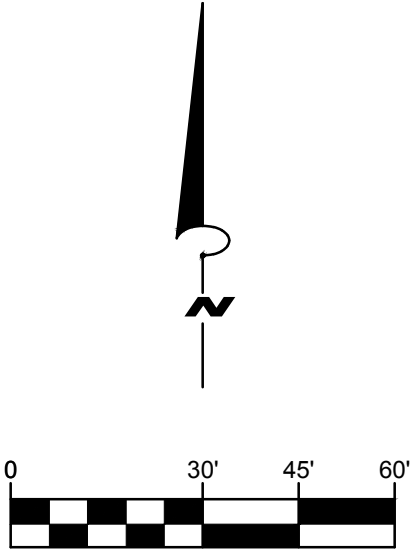
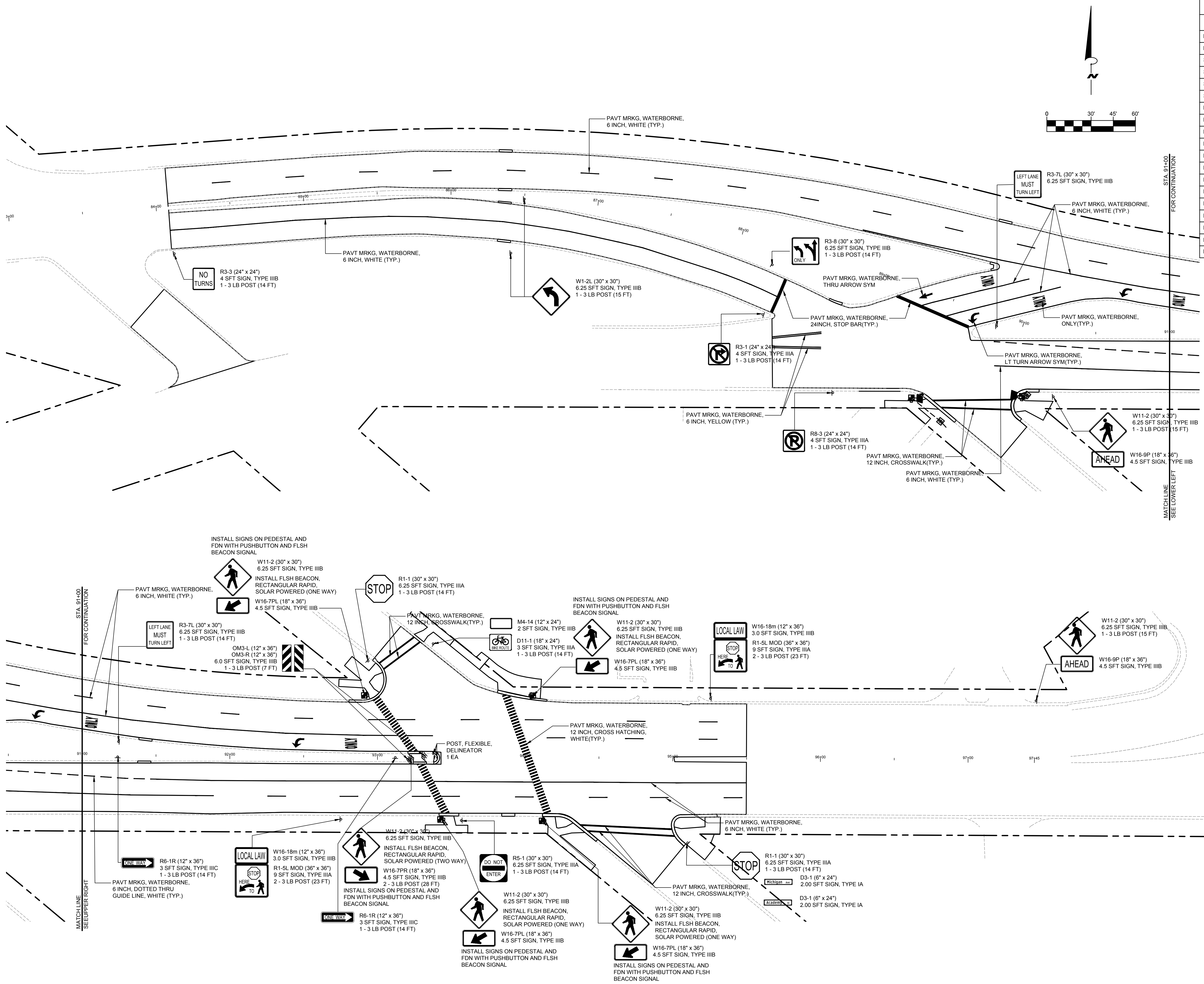
ITEM	QTY.
Post, Flexible, Delineator	3 Ea
Post, Steel, 3 lb	335 Ft
Sign, Type IA	5 Sft
Sign, Type IIIA	50 Sft
Sign, Type IIIB	160 Sft
Sign, Type IIIC	7 Sft
Pavt Mrkg, Waterborne, 6 inch, White	2,200 Ft
Pavt Mrkg, Waterborne, 6 inch, Yellow	150 Ft
Pavt Mrkg, Waterborne, 12 inch, Cross Hatching, White	450 Ft
Pavt Mrkg, Waterborne, 12 inch, Crosswalk	300 Ft
Pavt Mrkg, Waterborne, 24 inch, Stop Bar	85 Ft
Pavt Mrkg, Waterborne, 6 inch, Dotted Thru Guide Line, White	180 Ft
Pavt Mrkg, Waterborne, Lt Turn Arrow Sym	3 Ea
Pavt Mrkg, Waterborne, Thru Arrow Sym	1 Ea
Pavt Mrkg, Waterborne, Only	4 Ea
Pedestal, Alum	5 Ea
Pedestal, Fdn	5 Ea
Pushbutton	5 Ea
Fish Beacon, Rectangular Rapid, Solar Powered	5 Ea



**WIGHTMAN**  
433 E. RANSOM ST.  
KALAMAZOO, MI. 49007  
269.327.3532  
[www.gowightman.com](http://www.gowightman.com)

PROJECT NAME:  
**WEST MICHIGAN AVENUE RESURFACING**  
LOVELL TO WEST MAIN

CITY OF KALAMAZOO  
415 E. STOCKBRIDGE AVENUE  
KALAMAZOO, MI 49001



01 9/12/22  
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REVISIONS  
DATE: SEPTEMBER 2022  
SCALE: 1" = 30'

PAVEMENT MARKING AND SIGNING PLAN  
STA 83+84 (P.O.B.) TO STA 95+30 (P.O.E)



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269.327.3532

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PROJECT NAME:  
**WEST MICHIGAN AVENUE RESURFACING**  
LOVELL TO WEST MAIN

**CITY OF KALAMAZOO**  
415 E. STOCKBRIDGE AVENUE  
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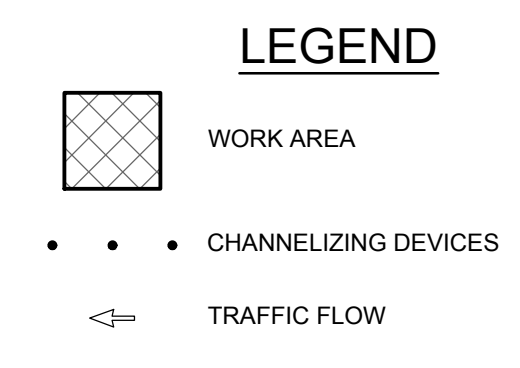
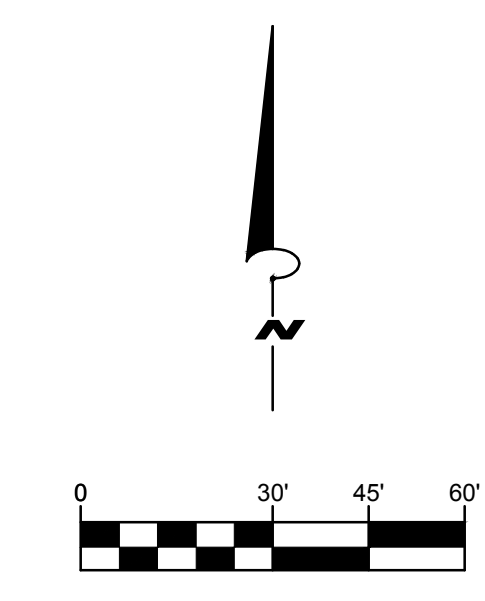
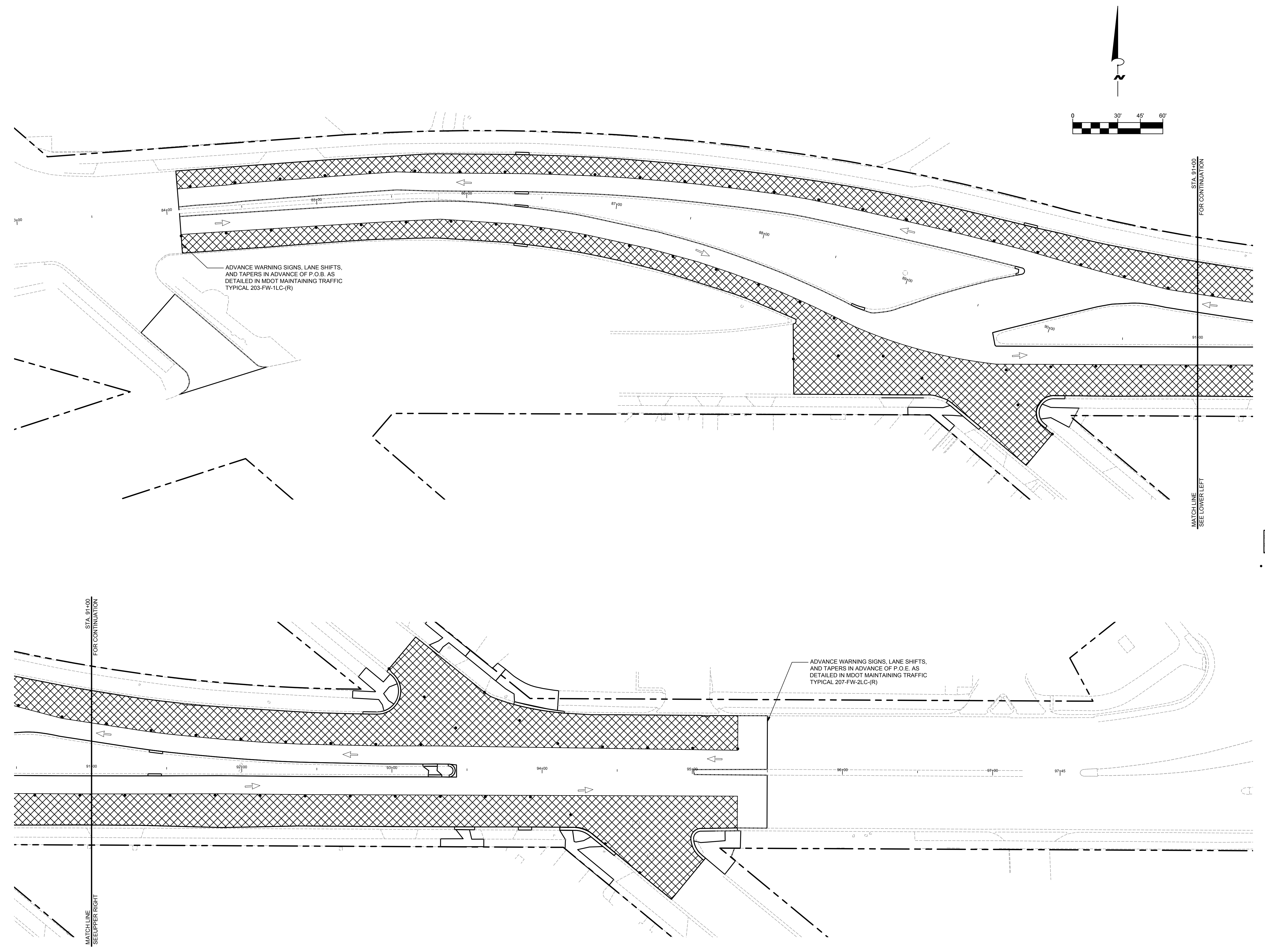
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DATE: SEPTEMBER 2022  
SCALE: 1" = 30'

MAINTAINING TRAFFIC  
PHASE 1  
STA 83+84 (P.O.B.) TO STA  
95+23 (P.O.E)

JOB No. 224067  
**06**  
OF 7





**WIGHTMAN**

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KALAMAZOO, MI. 49007  
269.327.3532

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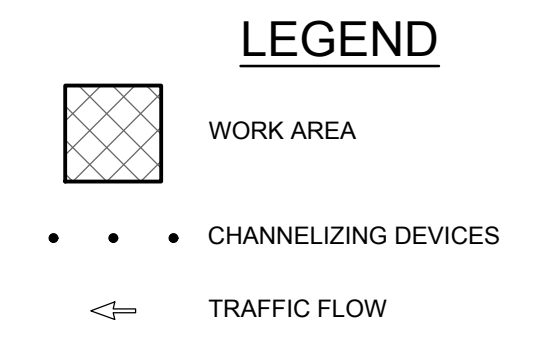
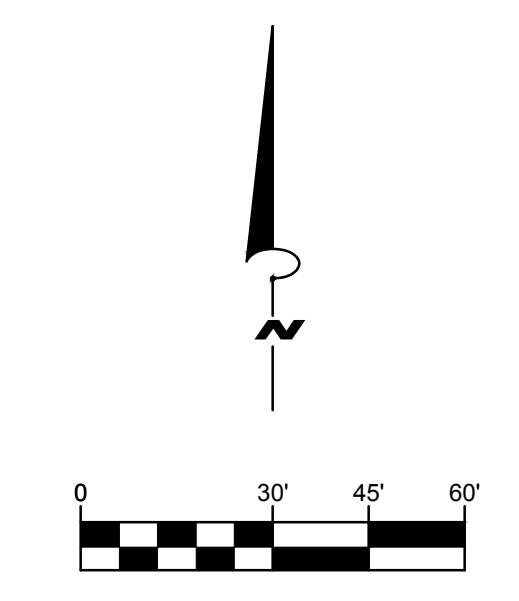
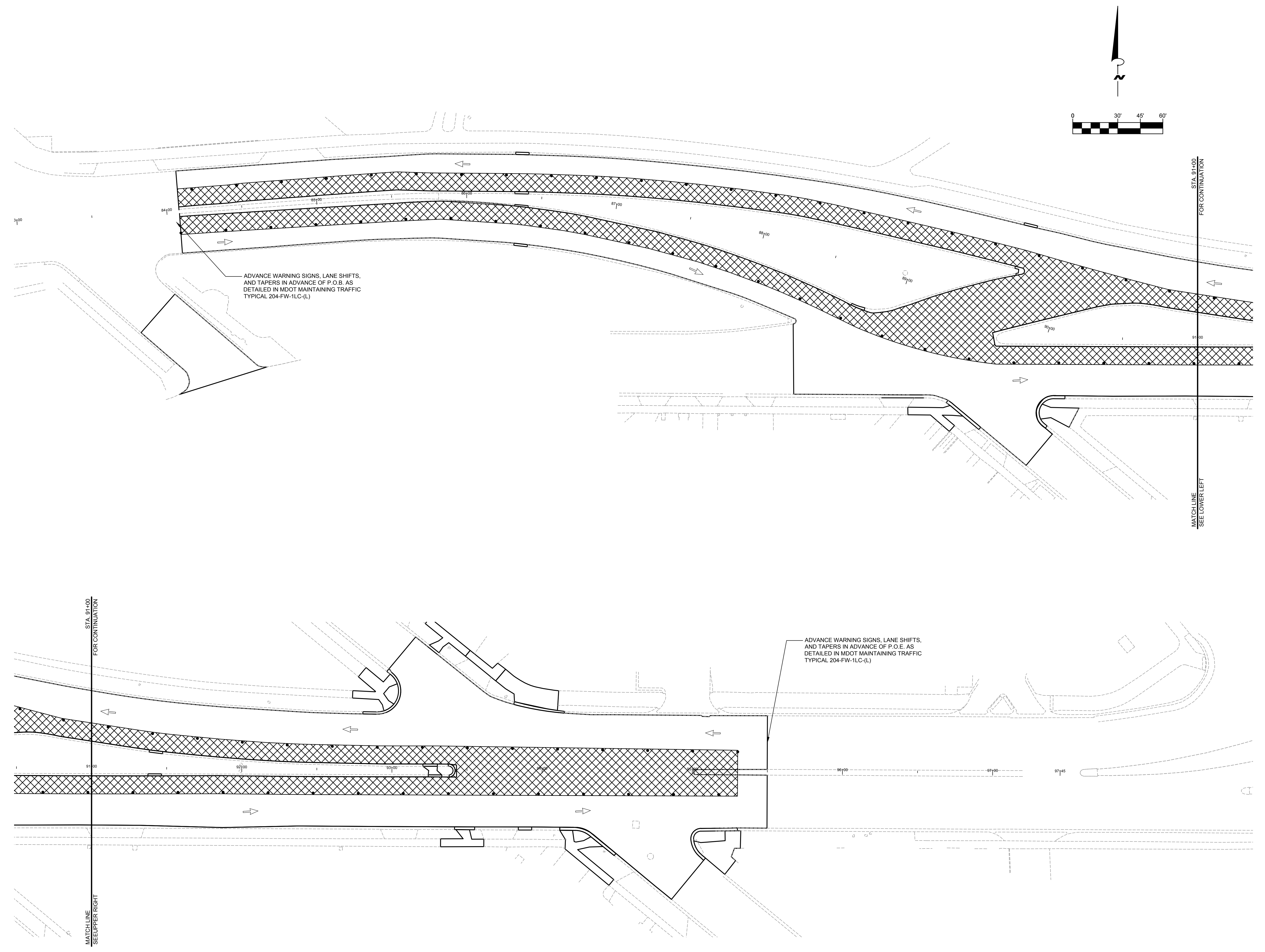
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**REVISIONS**  
DATE: SEPTEMBER 2022  
SCALE:

**MAINTAINING TRAFFIC PHASE 2**  
STA 83+84 (P.O.B.) TO STA 95+23 (P.O.E)

JOB No. 224067  
**07**  
OF 7



**APPENDIX E  
SPECIAL PROVISIONS**



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

**SPECIAL PROVISIONS**

**W. Michigan Avenue Resurfacing  
(Lovell to W. Main)**

**Bid Reference #: 91395-006.0**

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

Wightman/PAD

9/13/2021

1 of 2

**a. Description.** This work consists of furnishing, placing and adjusting to final grade City of Kalamazoo owned sanitary and storm sewer structure covers during construction operations in accordance with Section 403 of the 2020 MDOT Standard Specifications for Construction.

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

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

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.

Cover Q (Sanitary Sewer) – shall consist of an EJIW 1045ZPT (bolted) frame with a 1040A (non-bolted) Cover with 2 inch "SANITARY SEWER" lettering or approved equal.

**Concrete:** Use Grade P-NC concrete meeting the requirements of Section 601.

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

**HMA:** Use HMA mixtures as specified in the special provisions

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

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 1 ½" below the proposed finished grade of the roadway.

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:

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

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 steel plate, 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**  
**HMA APPLICATION ESTIMATE**

1 of 1

Wightman/PAD

08/30/2022

**a. Description.** This work shall be done in accordance with Division 5 of the 2020 MDOT Standard Specifications for Construction except as herein specified. The Local Agency representative will perform density testing.

**b. Materials.** The HMA application estimate is as follows:

1. HMA, 4EML (leveling) shall have a yield of 165 pounds per square yard
2. HMA, 5EML (top) shall have a yield of 165 pounds per square yard. AWI shall be 260 min.
3. HMA, Approach shall have a yield of 165 pounds per square yard
4. Hand Patching – varies

Asphalt binder shall be PG 64-28 for all mix designs.

HMA, Approach shall be HMA, 5EML or approved by the Engineer.

Hand Patching shall be HMA, 5EML or other mix as approved by the Engineer in writing before placement.

Target air voids shall be designed for 4.0% and field regressed to 3.0% for all HMA mixes.

Aggregate Wear Index for the HMA, 5EML (Top) shall be 260 minimum.

HMA Bond Coat shall be type SS – 1h and be applied at the rate of 0.05 to 0.10 gal/syd per manufacturer's recommendation.

RAP shall not exceed Tier 1 limits as specified in the *MDOT Special Provision for Recycled Hot Mix Asphalt Mixture on Local Agency Projects* included in this proposal.

**c. Construction Methods.** Construction of HMA pavements, shoulders, and approaches shall be in accordance with Subsection 501.03 of the 2020 MDOT Standard Specifications for Construction. Tapered overlapping longitudinal joints will not be allowed in the top course of the HMA surface. Tapered overlapping longitudinal joints are restricted to base and leveling courses only. Joints in the various courses shall be staggered by a minimum of 6 inches with the joints in the top course placed on the lane lines.

**d. Measurement and Payment.** Measurement and payment shall be at the contract unit price per ton.



**CITY OF KALAMAZOO**

**SPECIAL PROVISION**

**FOR**

**MAINTAINING TRAFFIC**

1 of 6

Wightman/PAD

8/22/2022

**a. Description.** This work consists of all labor, materials, and equipment required for maintaining traffic in accordance with this special provision for road rehabilitation on Michigan Avenue from West Lovell Street to north of Academy Street in the City of Kalamazoo, Kalamazoo County.

**b. General.** Maintain traffic according to Sections 104.11, 812 and 922 of the Michigan Department of Transportation *2020 Standard Specifications for Construction*, the Michigan Manual of Uniform Traffic Control Devices (MMUTCD), including any Supplemental Specifications, and as specified herein.

1. The Contractor shall notify the Engineer, the City of Kalamazoo, local police department, local fire department, and other emergency response units a minimum of 10 business days prior to the implementation of any detours, road closures, bridge closures, ramp closures or lane closures, and major traffic shifts.
2. Coordinate operations with Contractors performing work on other projects within or adjacent to the Construction Influence Area (CIA) as described below. The Contract Maintenance Agency will coordinate their operations with the Engineer to minimize the interference with the Contractor. No additional payment will be made to the Contractor for the joint use of the traffic control items.
3. During all times of construction, access to local businesses and drives for emergency vehicles shall be maintained by the Contractor until the project is completed, unless a temporary closure is approved in writing by the Engineer. This work will not be considered for additional payment, but shall be included in payment for Minor Traf Devices.
4. The Contractor shall conduct their work in such a manner so 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 their own expense. The Contractor shall use a trench box and backfill all excavations and/or trenches and cover or protect the trench box at the end of each work day. No excavations and/or trenches are to be left open overnight unless a full closure is in place. Payment for this work shall be included in Minor Traf Devices.
5. Coordinate all lane closures with Kalamazoo Metro Transit to maintain access or provide alternate access for any bus stops within the CIA.
6. The Contractor shall coordinate all signal modifications, temporary signals, signal bagging and un-bagging and traffic shifts with the City of Kalamazoo Traffic Engineer so that appropriate signal timing and camera adjustments can be completed. Contractor shall notify the City of Kalamazoo a minimum of 7 days prior to implementing traffic shifts.

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

1. Michigan Avenue from 1,000 feet south of Lovell Street to 1,000 feet north of Academy Street.
2. In addition, the CIA shall include the rights-of-way of any intersecting roads adjacent to the work zone for a distance of approximately 1,000 feet in advance of Michigan Avenue. The roads include:

Oakland Drive, Stadium Drive, Lovell Street, South Street, Academy Street, and Main Street

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

**d. Traffic Restrictions.**

1. No work shall be performed during the Memorial Day, Independence Day, and Labor Day holiday periods, as defined by the Engineer.
2. All work shall be done between the hours of 7 a.m. to 7 p.m. (Monday – Saturday) unless otherwise specified herein. Work done outside of the times specified herein will be at the discretion of the Engineer and any additional cost for maintaining traffic shall be borne by the Contractor.
3. No work shall be done on Sunday, unless otherwise specified herein or approved by the Engineer in writing. The Contractor shall request permission to work no later than 12:00 pm the Wednesday prior to the weekend they are requesting to work.
4. The signs and channelizing tapers for any flag control operations shall be placed at locations approved by the Engineer for adequate visibility to oncoming traffic.
5. The minimum lane width throughout the CIA shall be 12 foot.
6. Provide reasonable access to the commercial and residential properties, as determined by the Engineer. Part width driveway construction will be required. All driveway closures must be approved by the Engineer. Where a driveway is closed or partially closed, the adjacent driveway must remain open to traffic. The Contractor shall coordinate their work with the impacted property owners and give a minimum 3 days' notice prior to closing a driveway.
7. Utilize intermediate traffic regulators during reconstruction of driveways with commercial traffic. The cost of all required traffic regulators is included in payment for Traffic Regulator Control.
8. Maintain access for pedestrians to all commercial and residential properties.
9. Cover all existing regulatory, warning, and construction signs that are not applicable during construction.

10. The Contractor must submit a work zone traffic control plan to the Engineer in accordance with section 104 of the 2020 MDOT Standard Specifications for Construction. The Engineer will have seven (7) calendar days to review the plan for acceptance or provide comments for plan revisions required to obtain acceptance. At a minimum, the plan shall include the proposed ingress/egress locations for construction equipment and vehicles, traffic control devices that will be utilized to warn the motoring public of ingress/egress locations, and measures that will be taken to ensure compliance with the plan as specified herein. No work shall begin prior to acceptance of the work zone traffic control plan. Additional time required to obtain an accepted work zone traffic control plan shall not be cause for delay or impact claims. All costs associated with obtaining an acceptable plan, providing and executing all parts of the accepted plan including required traffic control devices, or resolving an incomplete or unacceptable plan shall be borne by the Contractor.
11. The Contractor shall comply with local noise ordinances, which are available on the City of Kalamazoo's website, except for any night work specified herein.

**e. Traffic Control.** The traffic control required by this Special Provision for work on Michigan Avenue and adjacent roadways is to erect and maintain signs for through traffic when specified. Maintain local traffic as provided herein. An alternate traffic control plan may be used by the Contractor, subject to review and approval by both the Engineer and Local Agency. The Contractor shall provide access to all properties within the Construction Zone for the duration of the project.

The proposed staging is to consist of two (2) phases. The phasing described in this Special Provision is depicted on plan sheets 006 – 007:

*Phase one (1):* This phase is for the proposed pavement milling and resurfacing and full depth repairs of the outer lanes of Michigan Avenue, the removal and replacement of sidewalk ramps, and the removal and replacement of curb and gutter along the outer lanes.

One lane of traffic in each direction will be maintained in the existing inner lanes on Michigan Avenue during pavement milling and resurfacing and full depth repairs of the outer lanes of Michigan Avenue, and sidewalk ramp construction from the P.O.B. to the P.O.E.

1. Through traffic on Stadium Drive is shifted to a single lane in each direction on the inner lanes of Michigan Avenue from the P.O.B. to the P.O.E.
2. Remove full depth pavement as necessary
3. Remove curb as necessary and construct ADA ramps.
4. Mill and resurface any remaining pavement as shown on the plans through the top course remaining pavement of the outer lanes of Michigan Avenue from the P.O.B. to the P.O.E.
5. Complete restoration on the outer lanes of Michigan Avenue.

*Phase two (2):* This phase is for the proposed pavement milling and resurfacing and full depth repairs of the inner lanes of Michigan Avenue, the removal and replacement of sidewalk ramps, and the removal and replacement of curb and gutter along the inner lanes.

One lane of traffic in each direction will be maintained in the outer lanes on Michigan Avenue during pavement milling and resurfacing and full depth repairs of the inner lanes of Michigan Avenue, and sidewalk ramp construction from the P.O.B. to the P.O.E.

1. Through traffic on Stadium Drive is shifted to a single lane in each direction on the inner lanes of Michigan Avenue from the P.O.B. to the P.O.E.
2. Remove full depth pavement as necessary
3. Remove curb as necessary and construct ADA ramps.
4. Mill and resurface any remaining pavement as shown on the plans through the top course remaining pavement of the outer lanes of Michigan Avenue from the P.O.B. to the P.O.E.
5. Pavement markings for lanes, crosswalks, and stop bars.
6. Complete restoration on the outer lanes of Michigan Avenue.

**f. Pedestrian or Non-Motorized Facilities.**

1. Maintain all facilities in accordance with *The Americans with Disability Act* (ADA) requirements. Provide facilities equivalent to or better than the route a person would have encountered prior to construction activities.
2. Close and detour any sidewalk ramps and crosswalk areas to pedestrian traffic that are impacted by the work. Cover pedestrian signal heads when the crosswalk or ramp is affected.
3. Keep sidewalk areas clear of any equipment or materials at all times the sidewalks are open to pedestrian traffic.

**h. Traffic Control Devices**

1. *General.* Conform all traffic control devices and their usage to Part 6 of the Michigan Manual on Uniform Traffic Control Devices (MMUTCD). This document can be found at the following website: <http://mdotcf.state.mi.us/public/tands/plans.cfm>
  - a. During construction, maintain access to all business and residential drives.
2. Temporary Signs
  - a. Place temporary sign spacing and taper lengths as shown on attached Typical 101-GEN-SPACING-CHARTS.
  - b. Utilize MDOT Typical 102-GEN-NOTES if called for on the MDOT Maintaining Traffic Typicals included in the Special Provision.
  - c. Utilize signs identified in the MDOT Maintaining Traffic Typical 103-GEN-SIGN unless otherwise specified on the plans or in this Special Provision.
  - d. Place temporary advance signing treatment and signing for lane closures and lane shifts on Michigan Avenue as shown on attached MDOT Typicals 203-FW-1LC-(R), 204-FW-1LC-(L), 207-FW-2LC-(R).
  - e. Fabricate all temporary signs with legends and symbols flush to the sign's face and do not extend beyond the sign borders or edges.
  - f. Mount all temporary signs that will be in place for more than 14 days on driven posts.

- g. When a portable construction sign is no longer applicable, remove it or lay the sign down with legs pointed in the same direction as traffic flow, with its feet off and laid flat.

3. Channelizing Devices

- a. Channelizing devices required shall be **Channelizing Device, 42 inch, Fluorescent, Furn.**

4. Lighted Arrows

- a. **Lighted Arrow, Type C, Oper** shall be used whenever closing a traffic lane or shoulder and as called for on the traffic control plans.

5. Permanent Pavement Markings.

- a. All permanent pavement markings including stop bars, crosswalks, cross hatching, legends, symbols and turning guides will be recessed in accordance with section 811 of the 2020 MDOT Standard Specifications for Construction and MDOT Special Provision 12SP-811F-04 for Recessed Pavement Markings.

- b. Permanent pavement markings consist of the following:

**Pavt Mrkg, Waterborne, 6 inch, White**

**Pavt Mrkg, Waterborne, 6 inch, Yellow**

**Pavt Mrkg, Ovly Cold Plastic, 6 inch, Dotted Thru Guide Line, White**

**Pavt Mrkg, Ovly Cold Plastic, 12 inch, Cross Hatching, White**

**Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk**

**Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar**

**Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym**

**Pavt Mrkg, Ovly Cold Plastic, Thur Arrow Sym**

**Pavt Mrkg, Ovly Cold Plastic, Only**

- c. Fabricate all pavement markings per MDOT Pavement Marking Standards and Special Details PAVE-900 through PAVE-985.

6. Permanent Signs.

- a. Fabricate and place permanent signs according to the current editions of the Michigan Manual on Uniform Traffic Control Devices (MMUTCD), Standard Highway Signs manual and sign support typicals, published by the Michigan Department of Transportation.
- b. Mount all permanent signs at a 7-foot bottom height.
- c. Fabricate all new permanent signs with high intensity reflective sheeting.
- d. Install all permanent signs as shown on the permanent signing plans or specifications prior to opening roadways to traffic.

- e. Replace signs requiring relocation, due to Contractor convenience or damage, at locations determined by the Engineer at the Contractor's expense.

**i. Measurement and Payment.** Maintain traffic according to sections 812 and 922 of the 2020 Standard Specifications for Construction:

1. Estimated quantities for maintaining traffic on this project are based on the suggested sequence of operations contained in the staging plans and described in this special provision. Payments for these devices are in accordance with the 2020 Standard Specifications for Construction unless otherwise specified.

**CITY OF KALAMAZOO**

**SPECIAL PROVISION**

**FOR**

**GATE BOX, RECONSTRUCT, MODIFIED**

Wightman/PAD

1 of 1

9/14/2021

**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:

**Gate Box:** Shall be an adjustable length screw type for minimum 5-foot depth of cover. The Gate box shall be a malleable iron casting conforming to Subsection 908.03 of the 2020 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 5664-S, or approved equal.

**Concrete:** Use MDOT Grade P-NC concrete without fly ash and coarse aggregate 6AA meeting the requirements of Section 601.

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

**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 hold in place with a concrete collar uniformly placed around the gate box to a depth of six inches with the top of the concrete surface 1 ½ inches below the top of the final road 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:

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

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

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

Wightman/PAD

1 of 2

9/14/2021

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 109.05 of the 2020 MDOT Standard Specifications for Construction.

For protection of underground utilities in conformance with Public Act 53, the Contractor shall dial 1-800-482-7171 or 811 a minimum of three (3) full working days, excluding Saturdays, Sundays and holidays, prior to beginning each excavation in areas where public utilities have not been previously located. Members will thus be routinely notified. This does not relieve the Contractor of the responsibility of notifying utility owners who may not be a part of the "MISS dig" alert system.

**PUBLIC UTILITIES**

The following Public Utilities have facilities located within the right-of-way.

Cable: Charter Communications, 4176 Commercial Avenue  
Portage, MI 49002  
(269) 459-8746, Mr. Bryan Longcore  
Bryan.Longcore2@Charter.com

Comcast, 5047 W Main Street  
Kalamazoo, MI 49009  
(855) 629-2982, Mr. Joseph Schopf  
Joseph\_Schopf@cable.comcast.com

Electric: Consumers Energy, 2500 East Cork Street  
Kalamazoo, MI 49001  
(269) 337-2245, Mr. Andre Taylor  
andre.taylor@cmsenergy.com

Gas: Consumers Energy, 2500 East Cork Street  
Kalamazoo, MI 49001  
(269) 337-2366, Mr. Kyle Oak  
kyle.oak@cmsenergy.com

Telephone: AT&T, 2919 Millcork Street  
Kalamazoo, MI 49001  
(269) 384-4476, Mr. Philip Bardocz  
pb3132@att.com

Fiber Optic: City of Kalamazoo, 415 Stockbridge Avenue  
Kalamazoo, MI 49001  
(269) 337-8601, Mr. Ron Ridenour  
ridenourr@kalamazoocity.org



Midwest Fiber, 6070 North Flint Road  
Glendale, WI 53209  
(414) 672-5612, Mr. Nate Wright  
nwright@midwestfibernetworks.com

CTS Telecom, 13800 East Michigan Avenue  
Galesburg, MI 49053  
(269) 746-3232, Mr. Tom Cady  
tcady@ctstelecom.com

Water: City of Kalamazoo, 415 Stockbridge Avenue  
Kalamazoo, MI 49001  
(269) 337-8601, Ms. Anna Crandall  
crandalla@kalamazoocity.org

Sewer: City of Kalamazoo, 1415 North Harrison Street  
Kalamazoo, MI 49007  
(269) 337-8551, Mr. Sohil Manjiyani  
manjiyanis@kalamazoocity.org

Public Works: City of Kalamazoo, 415 Stockbridge Avenue  
Kalamazoo, MI 49001  
(269) 337-8601, Mr. Anthony Ladd  
ladda@kalamazoocity.org

University: Western Michigan University, 1903 W. Michigan Avenue  
Kalamazoo, MI 49008  
(269) 387-8539, Mr. John Seelman  
John.seelman@wmich.edu

Railroad: Amtrak (National Railroad Passenger Corporation), 2330 Brooklyn Road  
Jackson, MI 49203  
(517) 581-3515, Mr. William Simmons (MDOT)  
William.simmons@amtrak.com

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

No additional compensation will be paid to the CONTRACTOR for delays due to material shortages or other reasons beyond the control of the City of Kalamazoo, or for delays on construction due to the encountering of existing utilities that are, or are not, shown on the plans.

Work stoppages by employees of utility companies which results in a delay of utility revisions on any portion of this project may be considered the basis for a claim for an extension of time for completion but will not be considered the basis for a claim for extra compensation or an adjustment in contract unit prices.

MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
  
SPECIAL PROVISION  
FOR  
**RECTANGULAR RAPID FLASHING BEACON**

JAK:JRP

1 of 4

APPR:EMS:DBP:05-03-21

**a. Description.** This work consists of furnishing and installing a solar-powered, rectangular rapid flashing beacon (RRFB) (one way or two way as indicated on plans).

As applicable, this work includes installation of the RRFB with housing, solar panel(s), radio, antenna, battery(s), control box, mounting hardware, and all associated material required to complete the work.

**b. Materials.** Provide materials in accordance with sections 918 and 921 of the Standard Specifications for Construction and the following requirements of this special provision:

1. Beacon. Provide an RRFB meeting the following requirements:

A. A one-way RRFB consisting of two rectangular shaped amber indications, each with a high-intensity, LED-array pulsing class 1 light source in accordance with *SAE standard J595*.

B. Each amber indication must have minimum dimensions of 3 inches high by 7 inches wide, with the 7 inch dimension oriented horizontally and the 3 inch dimension oriented vertically.

C. Ensure a minimum of 7 inches measured horizontally between the inside edges of the amber indications.

D. Ensure a maximum of 36 inches measured horizontally between the outside edges of the amber indications.

E. Place the RRFB indications in a powder-coated (black or Federal yellow) aluminum housing.

F. A two-way RRFB consisting of four rectangular shaped amber indications (two facing in one direction, and two facing the opposite direction), each with a high-intensity amber LED-array pulsing class 1 light source in accordance with *SAE standard J595*, in addition to subsections b.1.B thru b.1.E of this special provision.

G. Use an RRFB that has an additional LED indication facing in the direction of pedestrian travel to provide notice to the pedestrian when the RRFB is operating.

2. Beacon Flashing Requirements. Provide a beacon meeting the following flashing requirements:

A. When activated, flash the two amber indications (facing the same direction in each

RRFB) in a rapidly alternating "wig-wag" flashing sequence (indication #1 on, then indication #2 on).

B. For the two amber indications facing the same direction, provide 70 to 80 periods per minute. Each period consists of two rapid pulses of light emitted by amber indicator #1 (while amber indication #2 is dark), followed by three rapid pulses of light emitted from amber indication #2 (while amber indication #1 is dark). This is a specific exception to the *MUTCD Section 4L.01* requirements for the flash rate of flashing beacons.

C. To avoid frequencies that might cause seizures, do not use flash rates between 5 and 30 hertz (flashes per second) for each amber indication.

3. Beacon Operation. Provide beacon operation meeting the following requirements:

A. The RRFB is dark until pedestrian actuation.

B. Initiate operation upon pedestrian actuation and cease operation at a predetermined time after actuation. Set this predetermined duration of operation as indicated on the plans or as determined by the Engineer.

C. Simultaneously begin (upon actuation) and end (after the predetermined duration) the operation of all RRFB's associated with a given crosswalk.

D. Ability to synchronize all RRFBs associated with a given crosswalk using the following method as indicated on the plans:

(1) 900 megahertz (MHz) radios that turn on within 120 milliseconds and remain synchronized throughout the duration of the flashing cycle; or

E. Capability of automatically dim during nighttime operation.

4. Solar/Battery System. When providing solar power, meet the following requirements:

A. UL approved solar panel (55 watts output minimum), solar engine, and battery system. Solar panel and battery system sized for use north of the 40th parallel, including the state of Michigan.

B. A *NEMA 4* rated fiberglass housing for the solar panel.

C. The solar panel conforms to the design qualification and type approval of photovoltaic modules in accordance with International Electrotechnical Commission (*IEC 61215*). This specification includes radiation testing, thermal testing, and mechanical testing for such environmental conditions as UV-exposure and thermal cycling, as well as degradation of maximum power output.

D. Solar panel connectors conform to Ingress Protection (IP)-67 rating, dust proof and protected from temporary immersion in water up to 3 feet deep for 30 minutes.

E. Operate on 12 volts direct current (VDC).

F. Fasteners are *AISI 300* series stainless steel and vandal resistant.

G. Seal all Nickel Metal Hydride (NiMH) type batteries in a plastic film to provide moisture and corrosion resistance.

H. Battery system that operates the RRFBs for a minimum of 2 hours a day for 10 days without recharging the battery(ies).

I. Batteries that operate between the temperatures of -4 degrees Fahrenheit (F) to +140 degrees F with a minimum 3-year life span.

J. Battery connectors conform to IP-67 rating, and are dust proof and protected from temporary immersion in water up to 3 feet deep for 30 minutes.

5. Control Box. Provide a control box meeting the following requirements:

A. NEMA 4X enclosure IP-67-rated control box with locking clasps that include an 8-position terminal block and the control circuit.

B. Control box also houses the battery system.

6. Control Circuit. Provide a control circuit meeting the following requirements:

A. Independently flashes up to 2 separate LED light outputs.

B. Programmable light outputs and flash patterns.

C. Flash output of 70 to 80 periods of flashing per minute with a 100 millisecond duration on time.

D. Circuit connectors must conform to IP-67 rating, dust proof and protected from temporary immersion in water up to 3 feet deep for 30 minutes.

7. Radios. When RRFBs are not interconnected with hard wire, provide radios meeting the following requirements:

A. Communications integrated with the RRFB control circuit to activate the system from a pushbutton input.

B. Radios synchronize all of the RRFBs at a crosswalk.

C. Radios capable of initiating operation of RRFBs within 120 milliseconds and maintaining synchronized operation throughout the duration of the flashing cycle.

D. Operates on a 900 MHz frequency hopping spread spectrum network from 3.6 to 15 VDC.

8. Warranty. Provide a manufacturer's warranty, transferable to the City of Kalamazoo, that the supplied materials are free from all defects in material and workmanship. Furnish the warranty, other applicable documents from the manufacturer, and a copy of the invoice showing date of shipment to the Engineer prior to acceptance.

**c. Construction.** Complete this work in accordance with sections 819, 820, and 919 of the Standard Specifications for Construction, per the plans, and this special provision.

1. Set the predetermined duration of operation of the RRFBs as indicated on the plans or as determined by the Engineer.
2. Mount the RRFB to the support as indicated on the plans using *AISI 300* series stainless steel U-bolts and associated hardware.
3. Terminate wiring connections in the RRFB and in the control box.
4. Provide and install solar panels in a *NEMA 4* rated fiberglass housing.
5. Mount the solar panel (using an aluminum plate and bracket and any other hardware required) at a 45 to 60 degree angle (from horizontal) and facing south.
6. Mechanically secure the battery(s) into the housing. Enclose the battery with the battery bracket in a manner to restrict the thermal expansion of the battery.
7. Obtain shop drawing approval from the Engineer prior to installation of units.

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

<b>Pay Item</b>	<b>Pay Unit</b>
Fish Beacon, Rectangular Rapid, Solar Power .....	Each

**Fish Beacon, Rectangular Rapid, Solar Power** includes all labor, equipment, and materials required to furnish and install a new Rectangular Rapid-Flashing Beacon, including the solar power source.