### City of Potterville - Council Agenda

Wednesday, August 17, 2022 – 7:00 p.m. – Potterville City Hall, 319 N. Nelson Street

- A. Call to Order:
- B. Pledge of Allegiance:
- C. Roll Call:
- D. Approval of Agenda:
- E. Approval of Minutes: Meeting minutes from July 21, 2022
- F. Approval of Bills: General Bills of \$74,612.50(21,916.11 was a re-issued check) \$53,696.39 New expenditures
- G. City Manager's Report: Manager's report in the packet.
- H. Public Comment on agenda items:
- I. Department Reports: Reports in the packet.
- J. New Business:
  - a) Motion to introduce a Consumers Energy Franchise Ordinance
  - b) Mid-Michigan Cooperative Invasive Species Management Area Permission Agreement Form
  - c) Waiver of Benton Township Fire Department Special Event Fees
  - d) TIFA Traffic Calming project update intersection of E Vermontville Hwy & Lansing Road
  - e) Recommended Bid for Construction and Testing of Well No.5
- K. Public Comment on non-agenda items:
- L. Communications from Council:
- M. Next Regular Meeting: Thursday, September 15, 2022, at 7:00 p.m.
- N. Excuse absent member(s):
- O. Adjourn:

319 N. Nelson St. • PO Box 488 • Potterville, MI 48876 • Phone: (517) 645-7641 Fax: (517) 645-7810 • www.pottervillemi.org

City Council Meeting was called to order by Mayor Lenneman on Thursday, July 21, 2022, at 7:00 pm at 319 N Nelson Street, Potterville, Michigan, and the Pledge of Allegiance was recited.

**Roll Call:** Present: Mayor Lenneman, Deputy Mayor Potter, Member Kring, and Member Nichols.

**Absent:** Member Pulda, Member Rogers and Member Smalley

**Approval of Agenda:** Motion by Member Nichols to amend the agenda to move item; Public Comment on non-agenda items, to before New Business. Supported by Deputy Mayor Potter. Vote: Ayes: 3. Nays: 1. Motion Carried (3-1). Motion to Approve amended agenda by Member Nichols Supported by Deputy Mayor Potter. Vote: Unanimous. Motion Carried (4-0).

**Approval of Minutes June 16, 2022:** Motion by Mayor Lenneman. Supported by Member Nichols. Vote: Unanimous. Motion Carried (4-0).

**Approval of Bills:** Motion by Member Nichols to pay General Bills in the amount of \$210,542.44. Supported by Mayor Lenneman. Roll Call Vote: Unanimous. Motion Carried (4-0).

City Manager's Report: Manager's report is in the June 16, 2022, Council packet.

Public Comment on Agenda Items: None.

**Public Comment on Non-Agenda Items:** 911 Director Kelly Cunningham- shared annual report and information on the millage that will be on the August 2, 2022, ballot. There is a new service number for Suicide hotline the number is 988.

#### **New Business:**

**Authorization of Additional Check Signers:** Motion by Member Nichols to add Deputy Mayor Potter and Mayor Lenneman to Tax, General and Payroll accounts as check signers. Supported by Deputy Mayor Potter. Roll Call Vote: Unanimous. Motion Carried (4-0).

**Closed Session:** Motion by Mayor Lenneman to go into closed session to review legal opinion with attorney. Supported by Deputy Mayor Potter. Vote: Unanimous. Motion Carried (4-0). Motion to Close "Closed Session" by Deputy Mayor Potter and Supported by Member Kring. Vote: Unanimous. Motion Carried (4-0).

**Authorization for the City Attorney:** No action needed.

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Next Meeting: August 18, 2022

**Excuse Absent Members:** Member Smalley and Member Pulda. Motion by Mayor Lenneman. Supported by Member Kring. Vote: Unanimous. Motion Carried (4-0). Motion to not excuse Member Rogers absence by Mayor Lenneman. Supported by Member Kring. Vote: Unanimous. Motion Carried (4-0).

Meeting Adjourned at 8:25 pm

Respectfully Submitted by:

Becky Dolman
City Clerk

Page: 1/4

08/11/2022 02:06 PM CUSTOM INVOICE REPORT FOR CITY OF POTTERVILLE
User: RDOLMAN EXP CHECK RUN DATES 07/22/2022 - 08/11/2022
DB: Potterville BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID

BANK CODE: GEN

INVOICE
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INVOICE NUMBER DESCRIPTION	AMOUNT
VENDOR NAME: ACE HARDWARE-GRAND LEDGE	
2321 ACID MURIATIC, CAULK GUN SKELETON, UTILI 2398 SIGN	60.32 3.98
FUSE, PLIERS, SUPER GLUE LIQUID, RIVETS	44.34
2552 EXT TAN SABER #1 & #5	59.57
TOTAL VENDOR ACE HARDWARE-GRAND LEDGE	168.21
VENDOR NAME: ALTOGAS, INC AUG 100# PROPANE	80.00
TOTAL VENDOR ALTOGAS, INC	80.00
VENDOR NAME: APEX SOFTWARE 319422 MAINTENANCE RENEWAL 9/1/22-9/1/2023	235.00
TOTAL VENDOR APEX SOFTWARE	235.00
VENDOR NAME: APPLIED IMAGING 2014931 COPIER/PRINTER	36.94
TOTAL VENDOR APPLIED IMAGING	36.94
VENDOR NAME: AT&T	02.40
7/2022 PARK INTERNET	92.49
TOTAL VENDOR AT&T	92.49
VENDOR NAME: ATHLETE'S CONNECTION 2258 BASEBALL SUPPLIES	4,543.00
TOTAL VENDOR ATHLETE'S CONNECTION	4,543.00
VENDOR NAME: BOBCAT OF LANSING	
57100 60 MONTH PROTECTION PLAN 57177 HARNESS	1,800.00 248.38
TOTAL VENDOR BOBCAT OF LANSING	2,048.38
VENDOR NAME: CALEDONIA FARMERS ELEVATOR 4751079 HC CROSSBOW 2.5 GAL	535.74
TOTAL VENDOR CALEDONIA FARMERS ELEVATOR	535.74
VENDOR NAME: CHAVEZ, TIFFANY 518 E PEARL DEPOSITUB refund for account: PEAE-000518-0000-	75.00
TOTAL VENDOR CHAVEZ, TIFFANY	75.00
VENDOR NAME: CINTAS CORPORATION #725 7/31/22 UNIFORMS	284.44
TOTAL VENDOR CINTAS CORPORATION #725	284.44
VENDOR NAME: CITY OF POTTERVILLE	500.00
6/24-7/25/22 UTILITIES	500.28
TOTAL VENDOR CITY OF POTTERVILLE	500.28
VENDOR NAME: CONSUMERS ENERGY 7/1-7/31/22 UTILITIES	130.30
6/23-7/24/22 UTILITIES 5/24-/6/22/22 UTILITIES	6,435.16 373.92
TOTAL VENDOR CONSUMERS ENERGY	6,939.38
VENDOR NAME: DELTA DENTAL 07/22/2022 DENTAL BENEFITS	944.18
TOTAL VENDOR DELTA DENTAL	944.18
VENDOR NAME: DOLMAN, REBECCA	
JULY 2022 MILEAGE FOR ELECTION TRAINING	57.84
TOTAL VENDOR DOLLAN, REBECCA	57.84
VENDOR NAME: DORIAN, JAIMEE 08/09/2022 UB refund for account: CHEW-000407-0000-	90.00
TOTAL VENDOR DORIAN, JAIMEE	90.00
VENDOR NAME: DUROTECH AUTOMOTIVE	

Page: 2/4

08/11/2022 02:06 PM CUSTOM INVOICE REPORT FOR CITY OF POTTERVILLE
User: RDOLMAN EXP CHECK RUN DATES 07/22/2022 - 08/11/2022
DB: Potterville BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID

BANK CODE: GEN

INVOICE NUMBER DESCRIPTION	AMOUNT
VENDOR NAME: DUROTECH AUTOMOTIVE	
42372 OIL CHANGE 41899 OIL CHANGE AND REPLACE 4 TIRES	57.84 714.25
TOTAL VENDOR DUROTECH AUTOMOTIVE	772.09
VENDOR NAME: ETNA SUPPLY COMPANY	
104675645.001 STRAW MAT AND STRAW BLANKET 104678107.001 SINGLE NET STRAW MAT, STRAW BLANKET,	687.50 412.50
TOTAL VENDOR ETNA SUPPLY COMPANY	1,100.00
VENDOR NAME: FAMILY FARM AND HOME  1375 HYDRAULIC, BRAKE, POWER, STARTING FLUIDS  001362 ARMOR ALL PROTECTANT WIPES, BUSHING REDU	199.86 44.95
TOTAL VENDOR FAMILY FARM AND HOME	244.81
VENDOR NAME: FCI AUTOMATION - LANSING	244.01
51085 HOSE ASSY	38.56
TOTAL VENDOR FCI AUTOMATION - LANSING	38.56
VENDOR NAME: FRIENDS OF HISTORIC CENTER EATON AUGUST NEW CHOICE 96' X 30' WHITE PLASTIC FOLDI	116.00
TOTAL VENDOR FRIENDS OF HISTORIC CENTER EATON	116.00
VENDOR NAME: GORDON'S FOOD SERVICE	
309239696 CONCESSIONS 309239446 CONCESSIONS	337.13 272.26
809239181 CONCESSIONS	819.39
TOTAL VENDOR GORDON'S FOOD SERVICE	1,428.78
VENDOR NAME: GRANGER CONTAINER SERVICE, INC 24299757 TRASH SERVICE	237.32
TOTAL VENDOR GRANGER CONTAINER SERVICE, INC	237.32
FENDOR NAME: HAMMOND FARMS	
5-102645 BARK GOLDENTONE 5-102681 BARK GOLDENTONE	111.00 185.00
TOTAL VENDOR HAMMOND FARMS	296.00
VENDOR NAME: HENDERSON GLASS 704884 WINSHIELD FORD	504.41
TOTAL VENDOR HENDERSON GLASS	504.41
ZENDOR NAME: HUTSON, INC	
9607801 CHAIN 9612769 CAP SCREW, SPINDLE	26.29 276.31
9596282 SPINDLE FOR LAWN MOWER	190.17
TOTAL VENDOR HUTSON, INC	492.77
FENDOR NAME: I.T. RIGHT C3Q22478 WIRELESS ACCESS POINT	287.00
TOTAL VENDOR I.T. RIGHT	287.00
VENDOR NAME: IRON HORSE EXCAVATION LLC EXCAVATION, DOZER, TRUCK LEAD/QUAD, LABO	18,500.00
TOTAL VENDOR IRON HORSE EXCAVATION LLC	18,500.00
/ENDOR NAME: LA CROSSE SEED AI-2201978 MDOT ROADSIDE MIX, ANNUAL RYEGRASS, STAP	946.00
TOTAL VENDOR LA CROSSE SEED	946.00
/ENDOR NAME: LEXISNEXIS COPLOGIC SOLUTIONS, INC 308229-20220731 CITATION SUPPORT AND MAINTENANCE FEE FOR	286.20
TOTAL VENDOR LEXISNEXIS COPLOGIC SOLUTIONS, INC	286.20
/ENDOR NAME: MICHIGAN DEPT OF ENVIRONMENTAL	200.20
761-11015025 WATER TEST 761-11015557 WATER TEST	128.00 227.00

Page: 3/4

# 08/11/2022 02:06 PM CUSTOM INVOICE REPORT FOR CITY OF POTTERVILLE User: RDOLMAN EXP CHECK RUN DATES 07/22/2022 - 08/11/2022 DB: Potterville BOTH JOURNALIZED AND UNJURNALIZED OPEN AND PAID

BANK CODE: GEN

NUMBER	DESCRIPTION	AMOUNT
	GAN DEPT OF ENVIRONMENTAL OR MICHIGAN DEPT OF ENVIRONMENTAL	355.00
VENDOR NAME: MISC REFUNDS	CANCELLED	75.00
TOTAL VEND	OR MISC	75.00
VENDOR NAME: PEERL 67527 REISSUED	ESS MIDWEST INC NEW 25 HP SUBMERSIBLE MOTOR. STEEL PUMP	21,916.11
TOTAL VEND	OR PEERLESS MIDWEST INC	21,916.11
VENDOR NAME: PHP 07/22/2022	MEDICAL BENEFITS	5,351.42
TOTAL VEND	OR PHP	5,351.42
VENDOR NAME: PLERU		36.68
3566	CHANGE OF ADDRESS CARDS	
TOTAL VEND		36.68
VENDOR NAME: QUILL 26682362	COFFEE, PAPER, CALCULATOR, BATTERIES, LA	163.92
TOTAL VEND	OR QUILL CO	163.92
VENDOR NAME: RODRI DEPOSIT FROM 306 W	GUEZ, JOSEPH UB refund for account: VERW-000306-0000-	75.00
TOTAL VEND	OR RODRIGUEZ, JOSEPH	75.00
	ER,TIFFANI MILEAGE FOR CONCESSIONS CONCESSIONS MILEAGE	78.74 28.08
TOTAL VEND VENDOR NAME: SHARE	OR SCHANER, TIFFANI	106.82
	ORANGE NITRILE GLOVES	299.87
TOTAL VEND	OR SHARE CORPORATION	299.87
	ONE LANDSCAPE SUPPLY TURFACE MOUNDMASTER RED CLAY BLOCKS MOUN	69.00
TOTAL VEND	OR SITE ONE LANDSCAPE SUPPLY	69.00
	RUM PRINTERS, INC. VOTE TEST DECK FOR AUG. 2, 2022 ELECTION	60.00
TOTAL VEND	OR SPECTRUM PRINTERS, INC.	60.00
VENDOR NAME: THE C 249575	OUNTY JOURNAL PUBLIC ACCURACY TEST	101.00
TOTAL VEND	OR THE COUNTY JOURNAL	101.00
VENDOR NAME: THE P 235493 235309	ARTS PLACE-CHARLOTTE OIL AND FLTER HYDRAULIC OIL, PREM STARTER FLUID	49.16 232.96
235263	GAS CAP	17.99
TOTAL VEND	OR THE PARTS PLACE-CHARLOTTE	300.11
	D STATES POST OFFICE JULY 2022 USAGE	220.50
TOTAL VEND	OR UNITED STATES POST OFFICE	220.50
VENDOR NAME: UNUM 07/22/2022	LIFE INSURANCE SHORT/LONG TERM DISABILITY INSURANCE	261.29
TOTAL VEND	OR UNUM LIFE INSURANCE	261.29
VENDOR NAME: VERIZ 9912388768	ON WIRELESS PHONES 7/2/-8/1/22	406.27
TOTAL VEND	OR VERIZON WIRELESS	406.27
VENDOR NAME: VISIO	N SERVICE PLAN	

Page: 4/4

08/11/2022 02:06 PM CUSTOM INVOICE REPORT FOR CITY OF POTTERVILLE
USer: RDOLMAN EXP CHECK RUN DATES 07/22/2022 - 08/11/2022
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BANK CODE: GEN

INVOICE

NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: 07/22/2022	VISION SERVICE PLAN VISION	155.32
TOTA	AL VENDOR VISION SERVICE PLAN	155.32
VENDOR NAME: 94590	WILLIAMS & WORKS BID DOCUMENTS FOR WELL NO. 5	2,145.00
TOTA	AL VENDOR WILLIAMS & WORKS	2,145.00
VENDOR NAME: 8/6-9/5/22	WOW!BUSINESS INTERNET	633.37
TOTA	AL VENDOR WOW!BUSINESS	633.37
GRAND TOTAL:		74,612.50

Page 1/1

08/01/2022 04:12 PM BANK RECONCILIATION FOR CITY OF POTTERVILLE User: JWest Bank GEN (GENERAL POOLED ACCOUNT) DB: Potterville FROM 07/01/2022 TO 07/31/2022 Reconciliation Record ID: 146 Description GL Number

OT Manuals and	Reconciliation Record in. 140	Beginning Balance
GL Number	Description	Deginining parance
101-000-001.000	CASH	977,804.52
202-000-001.000	CASH	208,204.39
203-000-001.000	CASH	82,809.67
208-000-001.000	CASH	29,245.79
370-000-001.000	CASH	
401-000-001.000	CASH	3,868.76
590-000-001.000	CASH	57,336.68
590-000-010.000	CASH IN BANK - BOND RESERVE	253,050.00
590-000-011.000	CASH IN BANK-REPLACEMENT FUND	109,079.00
591-000-001.000	CASH	619,990.58
591-000-010.000	CASH IN BANK - BOND RESERVE	142,350.00
591-000-011.000	CASH IN BANK-REPLACEMENT FUND	263,464.00
598-000-001.000	CASH	7,079.26
641-000-001.000	CASH	26,506.56
Beginning GL Bala	nce.	2,780,789.21
Add: Cash Receipt		116,896.06
Less: Cash Disbur		(153,708.62)
Less: Payroll Dis		(69,096.22)
Less: Journal Ent		(71, 439.23)
Ending GL Balance	:	2,603,441.20

Bilding on Dataoc	•	
GL Number	Description	Ending Balance
101-000-001.000	CASH	858,843.74
202-000-001.000	CASH	225,833.12
203-000-001.000	CASH	123,272.97
208-000-001.000	CASH	25,048.86
370-000-001.000	CASH	
401-000-001.000	CASH	3,868.76
590-000-001.000	CASH	28,413.39
590-000-010.000	CASH IN BANK - BOND RESERVE	253,050.00
590-000-011.000	CASH IN BANK-REPLACEMENT FUND	109,079.00
591-000-001.000	CASH	592,125.29
591-000-010.000	CASH IN BANK - BOND RESERVE	142,350.00
591-000-011.000	CASH IN BANK-REPLACEMENT FUND	263,464.00
598-000-001.000	CASH	7,079.26
641-000-001.000	CASH	(28, 987.19)
Ending GL Balance	:	2,603,441.20
Ending Bank Balan	ce:	2,678,494.10
Add: Miscellaneou		1,738.82
Add: Deposits in		그 사람들은 사람들이 되었다.
naa. popobito in	08/01/2022 *Deposit ID: 995	449.09
609 REMWAY (CK 26	652 WRITTEN FOR \$100 PROCESSED AT \$110.79- CORRECT	10.79
	ENERGY PAID ONLINE- EFT PAYMENT NOT CREATED IN BSA	335.10
	ENERGY PAID ONLINE- EFT PAYMENT NOT CREATED IN BSA	38.82
	The state of the s	

833.80 77,625.52 Less: 17 AP Outstanding Checks

Less: 0 PR Outstanding Checks

Adjusted Bank Balance Unreconciled Difference: 2,603,441.20 0.00

REVIEWED BY: \_\_\_\_

Page 1/1

08/01/2022 11:06 AM User: JWest

DB: Potterville

### BANK RECONCILIATION FOR CITY OF POTTERVILLE

FROM 07/01/2022 TO 07/31/2022 Reconciliation Record ID: 149

Bank TAX (TAX ACCOUNT)

GL Number	Description	Beginning Balance
703-000-001.000	CASH	202.01
Beginning GL Bala Add: Cash Receipt Add: Tax Receipt Less: Cash Disbut Add: Journal Ent	ts s rsements ries/Other	202.01 503,683.28 1,427.35 (71,921.37) 323.25
Ending GL Balance GL Number	e: Description	433,714.52 Ending Balance
703-000-001.000	CASH	433,714.52
Ending GL Balance	e:	433,714.52
Ending Bank Balan Add: Miscellaneou Add: Deposits in Less: 4 AP Outsta Less: 0 PR Outsta	us Transactions Transit anding Checks	454,420.89 170.58 0.00 20,876.95
2	sted Bank Balance conciled Difference:	433,714.52) 20.00
REVIEWED BY:	$\mathscr{U}$	DATE:

REVIEWED BY: \_\_

08/01/2022 10:59 AM User: JWest

DB: Potterville

BANK RECONCILIATION FOR CITY OF POTTERVILLE

Page 1/1 Bank PR (PAYROLL ACCOUNT)

FROM 07/01/2022 TO 07/31/2022 Reconciliation Record ID: 148

Beginning Balance GL Number Description 0.02 750-000-001.000 CASH 0.02 Beginning GL Balance: 4,166.71 Add: Payroll Disbursements 4,166.73 Ending GL Balance: Ending Balance GL Number Description 4,166.73 750-000-001.000 CASH 4,166.73 Ending GL Balance: 4,166.73 Ending Bank Balance: 0.00 Add: Deposits in Transit Less: 0 AP Outstanding Checks Less: 0 PR Outstanding Checks 4,166.73 Adjusted Bank Balance 0.00 Unreconciled Difference:

REVIEWED BY:

DATE:

Page: 1/18

08/10/2022 02:07 PM

#### REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE

User: JWest

DB: Potterville PERIOD ENDING 07/31/2022

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2022 NORM (ABNORM)	2022-23 AMENDED BUDGET	YTD BALANCE 07/31/2022 NORM (ABNORM)	ACTIVITY FOR MONTH 07/31/22 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL	EIND						
Revenues	FOND						
Dept 000							
101-000-402.000	PROPERTY TAX	595,722.54	596,000.00	23,268.08	23,268.08	572,731.92	3.90
101-000-403.000	SOLID WASTE TAX	75,046.54	75,000.00	2,969.10	2,969.10	72,030.90	3.96
101-000-411.000	DELINQUENT PROP TAX	438.63	200.00	0.00	0.00	200.00	0.00
101-000-432.000	PAYMENT IN LIEU OF TAXES	2,174.02	1,500.00	0.00	0.00	1,500.00	0.00
101-000-434.000	TRAILER COURT TAX	2,413.00	2,500.00	0.00	0.00	2,500.00	0.00
101-000-445.000	CITY PENALTY	3,604.76	3,000.00	0.00	0.00	3,000.00	0.00
101-000-447.000 101-000-476.000	ADMINISTRATION FEE PERMITS	29,921.55 9,578.45	29,800.00	710.40 450.00	710.40 450.00	29,089.60 6,015.45	2.38 6.96
101-000-478.000	3% CABLE T.V.	7,722.55	6,465.45 8,500.00	0.00	0.00	8,500.00	0.00
101-000-478.000	BLIGHT FEES	175.00	0.00	0.00	0.00	0.00	0.00
101-000-479.000	OTHER PERMITS	200.00	0.00	0.00	0.00	0.00	0.00
101-000-480.000	TELECOM RIGHT OF WAY MAINTENA	10,818.30	10,818.30	0.00	0.00	10,818.30	0.00
101-000-488.000	RECYCLING	2,785.50	2,650.00	0.00	0.00	2,650.00	0.00
101-000-528.000	OTHER FEDERAL GRANTS	144,603.72	144,600.00	0.00	0.00	144,600.00	0.00
101-000-543.010	PUBLIC ACT 302 LAW ENF.	500.00	500.00	0.00	0.00	500.00	0.00
101-000-573.000 101-000-574.000	LOCAL COMMUNITY STABILIZATION ST SHARED REV - SALES TAX	186,603.29 355,783.00	176,549.97 280,000.00	0.00	0.00	176,549.97 280,000.00	0.00
101-000-574.000	EVIP DISTRIBUTION (A, C, E)	39,564.00	39,564.00	0.00	0.00	39,564.00	0.00
101-000-579.000	GRANT REVENUE	0.00	108,850.00	0.00	0.00	108,850.00	0.00
101-000-607.000	CHARGES FOR SERVICES - PD	546.23	350.00	5.00	5.00	345.00	1.43
101-000-656.000	FINES & FORFEITURES	2,785.11	2,100.00	166.65	166.65	1,933.35	7.94
101-000-665.000	INTEREST	3,689.34	3,500.00	1,482.03	1,482.03	2,017.97	42.34
101-000-674.000	DONATIONS	20.00	20.00	140.00	140.00	(120.00)	700.00
101-000-675.030	COMMUNITY POLICING DONATION	0.00	0.00	1,400.00	1,400.00	(1,400.00)	100.00
101-000-676.000	REIMBURSEMENT SPECIAL EVENTS-GIZZARDFEST	26,944.31	0.00	0.00	0.00 1,150.00	0.00	0.00 3.38
101-000-680.004 101-000-684.000	MISC INCOME	45,750.00 51.25	34,000.00	1,150.00 0.00	0.00	32,850.00 0.00	0.00
101-000-687.000	INSURANCE REIMBURSEMENT	8,815.00	0.00	0.00	0.00	0.00	0.00
101-000-689.000	CASH OVER & UNDER	41.37	0.00	0.00	0.00	0.00	0.00
101-000-693.000	SALE OF FIXED ASSETS	0.00	0.00	1,250.00	1,250.00	(1,250.00)	100.00
Total Dept 000		1,556,297.46	1,526,467.72	32,991.26	32,991.26	1,493,476.46	2.16
TOTAL REVENUES		1,556,297.46	1,526,467.72	32,991.26	32,991.26	1,493,476.46	2.16
Expenditures							
Dept 101 - CITY COU	INCTI.						
101-101-703.000	SALARIES	2,047.50	3,000.00	0.00	0.00	3,000.00	0.00
101-101-706.000	RR-CROSSING MAINTENANCE FEE	2,257.00	2,260.00	0.00	0.00	2,260.00	0.00
101-101-719.000	FRINGE BENEFITS	156.63	515.00	0.00	0.00	515.00	0.00
101-101-731.000	PUBLICATION	116.20	600.00	0.00	0.00	600.00	0.00
101-101-740.000	SUPPLIES	0.00	200.00	0.00	0.00	200.00	0.00
101-101-775.000	REPAIRS & MAINT	0.00	50.00	0.00	0.00	50.00	0.00
101-101-913.000	INSURANCE-LIAB & WORKMAN COMP	21,996.50	23,850.00	0.00	0.00	23,850.00	0.00
Total Dept 101 - C	ITY COUNCIL	26,573.83	30,475.00	0.00	0.00	30,475.00	0.00
Dept 171 - MAYOR							
101-171-703.000	SALARIES	810.00	850.00	0.00	0.00	850.00	0.00
101-171-719.000	FRINGE BENEFITS	61.96	85.00	0.00	0.00	85.00	0.00
Total Dept 171 - M	AYOR	871.96	935.00	0.00	0.00	935.00	0.00

2/18

16,000.00

0.00

Page:

08/10/2022 02:07 PM

#### REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE

User: JWest.

101-257-818.000

CONTRACT LABOR

PERIOD ENDING 07/31/2022 DB: Potterville END BALANCE YTD BALANCE ACTIVITY FOR AVAILABLE 06/30/2022 07/31/2022 MONTH 07/31/22 2022-23 BALANCE % BDGT GL NUMBER DESCRIPTION NORM (ABNORM) AMENDED BUDGET NORM (ABNORM) INCR (DECR) NORM (ABNORM) USED Fund 101 - GENERAL FUND Expenditures Dept 172 - CITY MANAGER 101-172-703.000 SALARTES 75,045.36 78,060.53 6,004.66 6,004.66 72,055.87 7.69 16,954.92 19,000.00 1,366.17 1,366.17 17,633.83 101-172-719.000 FRINGE BENEFITS 7.19 101-172-740.000 SUPPLIES 25.99 30.00 0.00 0.00 30.00 0.00 0.00 101-172-809.000 TRAINING 0.00 150.00 0.00 150.00 0.00 101-172-980.100 COMPUTER EQUIPMENT 0.00 200.00 0.00 0.00 200.00 0.00 92,026.27 97,440.53 7,370.83 7,370.83 90,069.70 7.56 Total Dept 172 - CITY MANAGER Dept 215 - CLERK 101-215-703.000 SALARIES 30,701.43 34,733.28 2,671.69 2,671.69 32,061.59 7.69 101-215-719.000 FRINGE BENEFITS 3,150.09 4,000.00 204.39 204.39 3,795.61 5.11 SUPPLIES 450.00 101-215-740.000 387.31 450.00 0.00 0.00 0.00 101-215-741.000 POSTAGE 156.00 200.00 0.00 0.00 200.00 0.00 400.00 0.00 101-215-781.000 COMPUTER SOFTWARE 144.00 0.00 400.00 0.00 101-215-809.000 TRAINING 1,304,94 2,000.00 0.00 0.00 2,000.00 0.00 101-215-818.000 CONTRACT LABOR 108.00 800.00 0.00 0.00 800.00 0.00 101-215-822.000 ELECTIONS 8,344.84 7,000.00 500.00 500.00 6,500.00 7.14 60.00 160.00 0.00 0.00 160.00 0.00 101-215-958.000 DUES AND SUBSCRIPTIONS 101-215-961.000 CONFERENCE AND WORKSHOPS 0.00 150.00 0.00 0.00 150.00 0.00 101-215-980.100 500.00 0.00 500.00 COMPUTER EQUIPMENT 804.41 0.00 0.00 45,161.02 50,393.28 3,376.08 3,376.08 47,017.20 6.70 Total Dept 215 - CLERK Dept 223 - AUDIT 101-223-807.000 0.00 0.00 0.00 AUDIT 17,600.00 18,000.00 18,000.00 17,600.00 0.00 0.00 18,000.00 18,000.00 0.00 Total Dept 223 - AUDIT Dept 253 - TREASURERS OFFICE 101-253-703.000 SALARIES 64,533.44 67,404.17 5,184.94 5,184.94 62,219.23 7.69 22,990.37 23,000.00 3,257.82 3,257.82 19,742.18 101-253-719.000 FRINGE BENEFITS 14.16 101-253-740.000 SUPPLIES 520.08 300.00 0.00 0.00 300.00 0.00 101-253-741.000 935.26 1,400.00 0.00 0.00 1,400.00 0.00 POSTAGE 101-253-781.000 COMPUTER SOFTWARE 721.00 800.00 0.00 0.00 800.00 0.00 9.48 101-253-814.000 BANK SERVICE CHARGES 2,923.82 3,000.00 284.47 284.47 2,715.53 101-253-961.000 CONFERENCE AND WORKSHOPS 75.00 75.00 0.00 0.00 75.00 0.00 Total Dept 253 - TREASURERS OFFICE 92,698.97 95,979.17 8,727.23 8,727.23 87,251.94 9.09 Dept 257 - ASSESSOR 101-257-703.000 SALARIES 1,113.72 1,205.78 85.90 85.90 1,119.88 7.12 101-257-719.000 FRINGE BENEFITS 697.47 827.50 48.96 48.96 778.54 5.92 101-257-731.000 PUBLICATION 262.20 600.00 0.00 0.00 600.00 0.00 101-257-740.000 SUPPLIES 200.00 250.00 0.00 0.00 250.00 0.00 0.00 101-257-741.000 POSTAGE 426.68 500.00 0.00 0.00 500.00 101-257-781.000 COMPUTER SOFTWARE 235.00 250.00 0.00 0.00 250.00 0.00 101-257-810.050 RE INSPECTION - 20% 3,237.00 3,150.00 257.72 257.72 2,892.28 8.18 101-257-813.000 BOARD OF REVIEW 1,260.14 1,575.00 0.00 0.00 1,575.00 0.00 0.00

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Page:

3/18

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#### REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE

101-302-810.000

EXPENSE

User: JWest PERIOD ENDING 07/31/2022 DB: Potterville ACTIVITY FOR END BALANCE YTD BALANCE AVAILABLE 06/30/2022 07/31/2022 MONTH 07/31/22 2022-23 BALANCE % BDGT GL NUMBER DESCRIPTION NORM (ABNORM) AMENDED BUDGET NORM (ABNORM) INCR (DECR) NORM (ABNORM) USED Fund 101 - GENERAL FUND Expenditures Total Dept 257 - ASSESSOR 23,432.17 24,358.28 392.58 392.58 23,965.70 1.61 Dept 265 - CITY HALL 101-265-703.000 SALARIES 20,965.53 22,617.32 1,667.04 1,667.04 20,950.28 7.37 101-265-719.000 9,011.83 10,000.00 724.81 9,275.19 FRINGE BENEFITS 724.81 7.25 101-265-731.000 PUBLICATION 610.48 500.00 0.00 0.00 500.00 0.00 101-265-740.000 3,968.14 0.00 0.00 3,600.00 SUPPLIES 3,600.00 0.00 101-265-741.000 POSTAGE 635.17 500.00 265.00 265.00 235.00 53.00 101-265-775.000 REPAIRS & MAINT 527.54 650.00 60.00 60.00 590.00 9.23 101-265-781.000 COMPUTER SOFTWARE 18,031.00 7,000.00 3,316.00 3,316.00 3,684.00 47.37 1,007.16 101-265-802.000 SERVICE 2,000.00 173.59 173.59 1,826.41 8.68 101-265-818.000 0.00 400.00 0.00 400.00 0.00 CONTRACT LABOR 0.00 101-265-880.100 COMMUNITY HOLIDAY EVENT 636.89 700.00 0.00 0.00 700.00 0.00 101-265-880.200 COMMUNITY SPEC EVENTS 5,885.04 1,200.00 0.00 0.00 1,200.00 0.00 30,000.00 30,560.51 101-265-880.300 COMMUNITY SPEC EVENTS/GIZZARDFEST 28,801.64 (560.51)(560.51)(1.87)101-265-958.000 DUES AND SUBSCRIPTIONS 220.00 350.00 0.00 0.00 350.00 0.00 101-265-970.000 CAPITAL OUTLAY 3,664.16 500.00 0.00 0.00 500.00 0.00 101-265-980.000 OFFICE EQUIPMENT & FURNITURE 50.00 50.00 0.00 0.00 50.00 0.00 101-265-980.100 COMPUTER EQUIPMENT 669.00 0.00 0.00 0.00 0.00 0.00 Total Dept 265 - CITY HALL 94,683.58 80,067.32 5,645.93 5,645.93 74,421.39 7.05 Dept 266 - ATTORNEY 101-266-801.000 ATTORNEY 17,615.00 18,000.00 0.00 0.00 18,000.00 0.00 Total Dept 266 - ATTORNEY 17,615.00 18,000.00 0.00 0.00 18,000.00 0.00 Dept 301 - POLICE 101-301-703.000 SALARTES 144,626.53 222,326.62 10,651.52 10,651.52 211,675.10 4.79 101-301-703.002 1,494.98 OVERTIME SALARIES 685.13 2,300.00 805.02 805.02 35.00 101-301-719.000 36,466.56 38,377.80 3,089.57 3,089.57 35,288.23 8.05 FRINGE BENEFITS 101-301-728.000 2,400.00 UNIFORM EXPENSES 2,083.20 2,400.00 0.00 0.00 0.00 101-301-740.000 SUPPLIES 7,964.22 7,300.00 0.00 0.00 7,300.00 0.00 101-301-740.300 754.25 0.00 0.00 SUPPLIES COMMUNITY POLICING 0.00 0.00 0.00 2,989.55 5,000.00 101-301-775.000 REPAIRS & MAINT 0.00 5,000.00 0.00 0.00 101-301-781.000 COMPUTER SOFTWARE 878.44 600.00 0.00 0.00 600.00 0.00 2,300.00 101-301-801.000 ATTORNEY 615.00 2,300.00 0.00 0.00 0.00 101-301-802.000 SERVICE 837.41 1,000.00 0.00 0.00 1,000.00 0.00 101-301-809.000 TRAINING 2,972.23 1,800.00 0.00 0.00 1,800.00 0.00 101-301-851.000 RADIO REPAIRS 0.00 300.00 0.00 0.00 300.00 0.00 101-301-853.000 TELEPHONE EXPENSE 1,453.22 1,600.00 109.06 109.06 1,490.94 6.82 101-301-862.000 6,771.72 1,000.00 0.00 0.00 1,000.00 0.00 101-301-958.000 DUES AND SUBSCRIPTIONS 1,053.10 1,100.00 0.00 0.00 1,100.00 0.00 250.00 0.00 0.00 250.00 0.00 101-301-960.000 MISC 244.99 101-301-970.000 1,407.97 63,000.00 0.00 0.00 63,000.00 0.00 CAPITAL OUTLAY 101-301-980.100 COMPUTER EQUIPMENT 0.00 500.00 0.00 0.00 500.00 0.00 211,803.52 351,154.42 14,655.17 14,655.17 Total Dept 301 - POLICE 336,499.25 4.17 Dept 302 - POLICE STATE TRAINING

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Page:

4/18

08/10/2022 02:07 PM

#### REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE

User: JWest.

101-906-991.500

101-906-992.000 101-906-993.000

Total Dept 906 - DEBT SERVICE

DEBT PRINCIPAL & INTEREST

BOND INTEREST

PRINCIPAL & INTEREST - PATROL CAR

PERIOD ENDING 07/31/2022 DB: Potterville END BALANCE YTD BALANCE ACTIVITY FOR AVAILABLE 06/30/2022 2022-23 07/31/2022 MONTH 07/31/22 BALANCE % BDGT GL NUMBER DESCRIPTION NORM (ABNORM) AMENDED BUDGET NORM (ABNORM) INCR (DECR) NORM (ABNORM) USED Fund 101 - GENERAL FUND Expenditures Total Dept 302 - POLICE STATE TRAINING 500.00 500.00 0.00 0.00 500.00 0.00 Dept 337 - EMS 101-337-802.000 SERVICE 124,800.00 127,200.00 63,600.00 63,600.00 63,600.00 50.00 Total Dept 337 - EMS 124.800.00 127,200.00 63,600.00 63,600.00 63,600.00 50.00 Dept 441 - DPW 101-441-731.000 PUBLICATION 217.00 0.00 0.00 0.00 0.00 0.00 101-441-775.000 4,800.00 1,000.00 0.00 0.00 1,000.00 0.00 REPAIRS & MAINT 101-441-802.000 SERVICE 0.00 100.00 0.00 0.00 100.00 0.00 101-441-810.020 RECYCLING EXPENSE 5,320.00 8,500.00 0.00 0.00 8,500.00 0.00 2,052.99 0.00 0.00 0.00 0.00 101-441-920.000 UTILITIES 0.00 Total Dept 441 - DPW 12,389,99 9,600.00 0.00 0.00 9,600.00 0.00 Dept 445 - DRAIN AT LARGE 101-445-810.000 EXPENSE 3,259,51 2,000.00 0.00 0.00 2,000.00 0.00 3,259,51 2,000.00 0.00 0.00 2,000.00 0.00 Total Dept 445 - DRAIN AT LARGE Dept 701 - PLANNING COMMISSION 101-701-703.000 SALARTES 290.00 800.00 0.00 0.00 800.00 0.00 101.79 0.00 101-701-719.000 FRINGE BENEFITS 22.20 101.79 0.00 0.00 0.00 0.00 450.00 0.00 101-701-731.000 199.64 450.00 PUBLICATION 101-701-803.000 ENGINEERS FEES 5,103.60 6,500.00 0.00 0.00 6,500.00 0.00 Total Dept 701 - PLANNING COMMISSION 5,615.44 7,851.79 0.00 0.00 7.851.79 0.00 Dept 702 - ZONING 101-702-703.000 SALARIES 37,826.70 38,850.93 2,988.54 2,988.54 35,862.39 7.69 3,498.60 3,850.00 3,621.37 101-702-719.000 FRINGE BENEFITS 228.63 228.63 5.94 101-702-731.000 1,610.79 1,200.00 1,200.00 PUBLICATION 0.00 0.00 0.00 101-702-740.000 165.77 450.00 0.00 0.00 450.00 0.00 SUPPLIES 892.30 900.00 54.53 54.53 845.47 6.06 101-702-853.000 TELEPHONE EXPENSE 101-702-961.000 CONFERENCE AND WORKSHOPS 0.00 275.00 0.00 0.00 275.00 0.00 Total Dept 702 - ZONING 43,994.16 45,525.93 3,271.70 3,271.70 42,254.23 7.19 Dept 906 - DEBT SERVICE 101-906-738.000 TOWNSHIP/MILL 9,870.48 9,961.00 0.00 0.00 9,961.00 0.00 101-906-964.000 REFUND AND REBATES 3,277.47 0.00 0.00 0.00 0.00 0.00 101-906-991.000 DEBT SERVICE - PRINCIPAL 15,606.78 27,800.00 23,492.00 23,492.00 4,308.00 84.50

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Page: 5/18

08/10/2022 02:07 PM

#### REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE

User: JWest

PERIOD ENDING 07/31/2022 DB: Potterville

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2022 NORM (ABNORM)	2022-23 AMENDED BUDGET	YTD BALANCE 07/31/2022 NORM (ABNORM)	ACTIVITY FOR MONTH 07/31/22 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL Expenditures	FUND JTIONS TO OTHER FUNDS						
101-966-965.203 101-966-965.208 101-966-965.401 101-966-965.590 101-966-965.598 101-966-965.641	CONTRIB TO LOCAL STREET FUND CONTRIB TO PARK FUND CONTRIB TO CAPITAL PROJECT FUND CONTRIBUTION TO SEWER FUND CONTRIB TO STORM DRAIN MAINT CONTRIB TO EQP REPAIR & REPL	117,103.27 98,255.81 2,654.00 149,178.78 5,000.00 152,104.04	180,139.99 98,255.81 2,654.00 54,000.00 7,950.00 119,671.32	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	180,139.99 98,255.81 2,654.00 54,000.00 7,950.00 119,671.32	0.00 0.00 0.00 0.00 0.00
Total Dept 966 - Co	ONTRIBUTIONS TO OTHER FUNDS	524,295.90	462,671.12	0.00	0.00	462,671.12	0.00
TOTAL EXPENDITURES		1,418,424.13	1,506,302.84	143,095.20	143,095.20	1,363,207.64	9.50
Fund 101 - GENERAL TOTAL REVENUES TOTAL EXPENDITURES NET OF REVENUES & I		1,556,297.46 1,418,424.13 137,873.33	1,526,467.72 1,506,302.84 20,164.88	32,991.26 143,095.20 (110,103.94)	32,991.26 143,095.20 (110,103.94)	1,493,476.46 1,363,207.64 130,268.82	2.16 9.50 546.02

6/18

Page:

08/10/2022 02:07 PM

NET OF REVENUES & EXPENDITURES

#### REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE

User: JWest.

PERIOD ENDING 07/31/2022

DB: Potterville END BALANCE YTD BALANCE ACTIVITY FOR AVAILABLE 06/30/2022 2022-23 07/31/2022 MONTH 07/31/22 BALANCE % BDGT GL NUMBER DESCRIPTION NORM (ABNORM) AMENDED BUDGET NORM (ABNORM) INCR (DECR) NORM (ABNORM) USED Fund 202 - MAJOR STREET FUND Revenues Dept 000 202-000-451.200 SPEC ASSESSMENT ROAD - SUNSET 6,373.38 6,200.00 0.00 0.00 6,200.00 0.00 231,406.78 227,000.00 0.00 0.00 227,000.00 202-000-553.000 ACT 51 0.00 135.16 202-000-582.000 COUNTY ROAD MILL 2014 41,338.18 41,000.00 135.16 40,864.84 0.33 279,118.34 135.16 274,200.00 135.16 274,064.84 0.05 Total Dept 000 135.16 TOTAL REVENUES 279,118.34 274,200.00 135.16 274,064.84 0.05 Expenditures Dept 463 - ROUTINE MAINT 87,500.00 87,500.00 0.00 0.00 87,500.00 0.00 202-463-699.203 TRANSFER TO LOCAL STREETS 202-463-782.000 STREET MATERIALS & SUPPLIES 2,951.49 4,000.00 0.00 0.00 4,000.00 0.00 0.00 78,000.00 202-463-965.600 CONTRIBUTION TO 641 LABOR & EQUIPMENT 78,000.00 78,000.00 0.00 0.00 0.00 Total Dept 463 - ROUTINE MAINT 168,451.49 169,500.00 0.00 169,500.00 0.00 Dept 474 - TRAFFIC SIGNS 202-474-782.000 0.00 250.00 0.00 0.00 STREET MATERIALS & SUPPLIES 250.00 0.00 Total Dept 474 - TRAFFIC SIGNS 0.00 250.00 0.00 0.00 250.00 0.00 Dept 478 - WINTER MAINT 202-478-782.000 185.22 250.00 STREET MATERIALS & SUPPLIES 0.00 0.00 250.00 0.00 Total Dept 478 - WINTER MAINT 185.22 250.00 0.00 0.00 250.00 0.00 Dept 480 - CONSTRUCTION 202-480-803.000 ENGINEERS FEES 4,057,50 5,500.00 0.00 0.00 5,500.00 0.00 202-480-818.000 21,828.17 33,500.00 0.00 0.00 33,500.00 0.00 CONTRACT LABOR 25,885.67 39,000.00 0.00 0.00 Total Dept 480 - CONSTRUCTION 39,000.00 0.00 Dept 906 - DEBT SERVICE 202-906-992.000 10,560.00 11,000.00 0.00 0.00 11,000.00 0.00 BOND PRINCIPAL 202-906-993.000 BOND INTEREST 6,662.66 6,700.00 0.00 0.00 6,700.00 0.00 17,222.66 17,700.00 0.00 0.00 17,700.00 0.00 Total Dept 906 - DEBT SERVICE 211,745.04 0.00 0.00 TOTAL EXPENDITURES 226,700.00 226,700.00 0.00 Fund 202 - MAJOR STREET FUND: 135.16 TOTAL REVENUES 279,118.34 274,200.00 135.16 274,064.84 0.05 TOTAL EXPENDITURES 211,745.04 226,700.00 0.00 0.00 226,700.00 0.00

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Page: 7/18

08/10/2022 02:07 PM

#### REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE

User: JWest DB: Potterville

#### PERIOD ENDING 07/31/2022

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GL NUMBER	DESCRIPTION	END BALANCE 06/30/2022 NORM (ABNORM)	2022-23 AMENDED BUDGET	YTD BALANCE 07/31/2022 NORM (ABNORM)	ACTIVITY FOR MONTH 07/31/22 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 203 - LOCAL :	STREET FUND						
Revenues							
Dept 000 203-000-451.200	SPEC ASSESSMENT ROAD - SUNSET	38,946.62	38,000.00	0.00	0.00	38,000.00	0.00
203-000-553.000	ACT 51	92,397.76	88,000.00	0.00	0.00	88,000.00	0.00
203-000-555.100	GRANT ENHANCEMENT - STATE	0.00	100,000.00	85,969.45	85,969.45	14,030.55	85.97
203-000-582.000	COUNTY ROAD MILL 2014	33,819.39	32,000.00	824.81	824.81	31,175.19	2.58
203-000-699.001	CONTRIBUTIONS FROM MAJOR STREET FUND	87,500.00	87,500.00	0.00	0.00	87,500.00	0.00
203-000-699.101	GF CONTRIBUTION	117,103.27	180,139.99	0.00	0.00	180,139.99	0.00
Total Dept 000		369,767.04	525,639.99	86,794.26	86,794.26	438,845.73	16.51
TOTAL REVENUES		369,767.04	525,639.99	86,794.26	86,794.26	438,845.73	16.51
Expenditures							
Dept 463 - ROUTINI							
203-463-782.000	STREET MATERIALS & SUPPLIES	3,114.16	0.00	0.00	0.00	0.00	0.00
203-463-965.600	CONTRIBUTION TO 641 LABOR & EQUIPMENT	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00
Total Dept 463 - 1	ROUTINE MAINT	28,114.16	25,000.00	0.00	0.00	25,000.00	0.00
Dept 478 - WINTER	MAINT						
203-478-782.000	STREET MATERIALS & SUPPLIES	285.58	300.00	0.00	0.00	300.00	0.00
Total Dept 478 - 1	WINTER MAINT	285.58	300.00	0.00	0.00	300.00	0.00
Dept 480 - CONSTRU							
203-480-803.000	ENGINEERS FEES	14,081.82	15,000.00	0.00	0.00	15,000.00	0.00
203-480-818.000	CONTRACT LABOR	8,615.69	235,000.00	0.00	0.00	235,000.00	0.00
Total Dept 480 - 0	CONSTRUCTION	22,697.51	250,000.00	0.00	0.00	250,000.00	0.00
Dept 740 - SPECIA	L MAINT						
203-740-956.000	TREE TRIMMING	0.00	1,500.00	0.00	0.00	1,500.00	0.00
Total Dept 740 - S	SPECIAL MAINT	0.00	1,500.00	0.00	0.00	1,500.00	0.00
Dept 906 - DEBT SI	ERVICE						
203-906-992.000	BOND PRINCIPAL	139,965.72	148,500.00	32,508.00	32,508.00	115,992.00	21.89
203-906-993.000	BOND INTEREST	161,600.09	156,300.00	15,891.91	15,891.91	140,408.09	10.17
Total Dept 906 - 1	DEBT SERVICE	301,565.81	304,800.00	48,399.91	48,399.91	256,400.09	15.88
MOMAT DANDINGTHINDS			F01 600 00	40, 200, 01	40 200 01		
TOTAL EXPENDITURE:		352,663.06	581,600.00	48,399.91	48,399.91	533,200.09	8.32
Fund 203 - LOCAL :	STREET FUND:						
TOTAL REVENUES	c	369,767.04	525,639.99	86,794.26	86,794.26	438,845.73	16.51
TOTAL EXPENDITURES		352,663.06	581,600.00	48,399.91	48,399.91	533,200.09	8.32
NET OF REVENUES &	EXPENDITURES	17,103.98	(55,960.01)	38,394.35	38,394.35	(94,354.36)	68.61

08/10/2022 02:07 PM Page: 8/18 REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE

User: JWest

PERIOD ENDING 07/31/2022 DB: Potterville

		END BALANCE		YTD BALANCE	ACTIVITY FOR	AVAILABLE	
		06/30/2022	2022-23	07/31/2022	MONTH 07/31/22	BALANCE	% BDGT
GL NUMBER	DESCRIPTION	NORM (ABNORM)	AMENDED BUDGET	NORM (ABNORM)	INCR (DECR)	NORM (ABNORM)	USED

Page: 9/18

08/10/2022 02:07 PM

#### REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE

User: JWest DB: Potterville

#### PERIOD ENDING 07/31/2022

YTD BALANCE ACTIVITY FOR END BALANCE AVAILABLE

GL NUMBER	DESCRIPTION	06/30/2022 NORM (ABNORM)	2022-23 AMENDED BUDGET	07/31/2022 NORM (ABNORM)	MONTH 07/31/22 INCR (DECR)	BALANCE NORM (ABNORM)	% BDGT USED
Fund 208 - PARK FU	JND						
Revenues							
Dept 000							
208-000-478.030 208-000-478.070	CONCESSIONS FIELD RENTAL	26,670.85 16,654.00	22,000.00 23,000.00	4,737.72 135.00	4,737.72	17,262.28	21.54 0.59
208-000-478.072	BASEBALL FIELD RENTAL	9,047.00	4,400.00	2,163.00	135.00 2,163.00	22,865.00 2,237.00	49.16
208-000-478.084	FLAG FOOTBALL	1,080.00	1,080.00	90.00	90.00	990.00	8.33
208-000-478.090	YOUTH FEES	6,000.00	5,500.00	0.00	0.00	5,500.00	0.00
208-000-581.000	LOCAL GRANT	0.00	45,000.00	0.00	0.00	45,000.00	0.00
208-000-667.000	PAVILION RENT	1,020.00	850.00	390.00	390.00	460.00	45.88
208-000-667.020 208-000-674.000	TIFA PAVILION - COMMUNITY CEN DONATIONS	2,850.00 5.00	2,000.00	375.00 0.00	375.00 0.00	1,625.00 0.00	18.75 0.00
208-000-680.001	SPECIAL EVENTS	1,860.00	1,680.00	350.00	350.00	1,330.00	20.83
208-000-699.101	GF CONTRIBUTION	98,255.81	98,255.81	0.00	0.00	98,255.81	0.00
Total Dept 000		163,442.66	203,765.81	8,240.72	8,240.72	195,525.09	4.04
TOTAL REVENUES		163,442.66	203,765.81	8,240.72	8,240.72	195,525.09	4.04
Expenditures							
Dept 751 - PARK AI		10 150 10	-1 00- 00			45 000 60	
208-751-703.000 208-751-719.000	SALARIES FRINGE BENEFITS	48,472.10 20,499.10	51,395.88 20,060.39	4,002.25 2,815.21	4,002.25 2,815.21	47,393.63 17,245.18	7.79 14.03
208-751-719.000	UNIFORM EXPENSES	369.76	400.00	0.00	0.00	400.00	0.00
208-751-731.000	PUBLICATION	570.80	580.00	0.00	0.00	580.00	0.00
208-751-740.000	SUPPLIES	3,858.59	3,700.00	0.00	0.00	3,700.00	0.00
208-751-781.000	COMPUTER SOFTWARE	144.00	150.00	0.00	0.00	150.00	0.00
208-751-803.000 208-751-810.100	ENGINEERS FEES GRANT EXPENSE	6,102.23 10.00	2,600.00 45,000.00	0.00	0.00	2,600.00 45,000.00	0.00
208-751-818.000	CONTRACT LABOR	12,165.00	5,000.00	0.00	0.00	5,000.00	0.00
208-751-853.000	TELEPHONE EXPENSE	853.73	850.00	54.53	54.53	795.47	6.42
208-751-913.000	INSURANCE-LIAB & WORKMAN COMP	9,000.00	9,300.00	0.00	0.00	9,300.00	0.00
208-751-962.000	MILEAGE	0.00	0.00	78.74	78.74	(78.74)	100.00
Total Dept 751 - I	PARK ADMIN	102,045.31	139,036.27	6,950.73	6,950.73	132,085.54	5.00
Dept 770 - LAKE AI	LLIANCE MAINTENANCE						
208-770-740.000	SUPPLIES	2,157.95	2,500.00	839.45	839.45	1,660.55	33.58
208-770-775.000	REPAIRS & MAINT	10,029.13	1,800.00	493.44	493.44	1,306.56	27.41
208-770-802.000	SERVICE	310.00	500.00	0.00	0.00	500.00	0.00
208-770-920.000	UTILITIES	8,544.40	1,500.00	101.00	101.00	1,399.00	6.73
Total Dept 770 - I	LAKE ALLIANCE MAINTENANCE	21,041.48	6,300.00	1,433.89	1,433.89	4,866.11	22.76
Dept 771 - CITY PA							
208-771-740.000	SUPPLIES	650.85	800.00	0.00	0.00	800.00	0.00
208-771-775.000 208-771-818.000	REPAIRS & MAINT CONTRACT LABOR	718.93 468.00	900.00 1,000.00	0.00	0.00	900.00 1,000.00	0.00
208-771-818.000	UTILITIES	2,231.97	3,300.00	60.19	60.19	3,239.81	1.82
Total Dept 771 - (	CITY PARK	4,069.75	6,000.00	60.19	60.19	5,939.81	1.00
- <u>F</u>		-,	.,			-,	

Dept 772 - SUNSET HILLS PARK

Page: 10/18

08/10/2022 02:07 PM

#### REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE

User: JWest
DB: Potterville

#### PERIOD ENDING 07/31/2022

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2022 NORM (ABNORM)	2022-23 AMENDED BUDGET	YTD BALANCE 07/31/2022 NORM (ABNORM)	ACTIVITY FOR MONTH 07/31/22 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 208 - PARK F	UND						
Expenditures	DDD1-D0 - W1-DVD	007.05	500.00	0.00	0.00	F00 00	0 00
208-772-775.000	REPAIRS & MAINT	297.85	500.00	0.00	0.00	500.00	0.00
Total Dept 772 -	SUNSET HILLS PARK	297.85	500.00	0.00	0.00	500.00	0.00
Dept 774 - BASEBA	LL						
208-774-731.000	PUBLICATION	232.40	250.00	0.00	0.00	250.00	0.00
208-774-740.000	SUPPLIES	1,230.83	800.00	0.00	0.00	800.00	0.00
208-774-745.000	YOUTH UMPIRE FEES	50.00	100.00	100.00	100.00	0.00	100.00
208-774-775.000	REPAIRS & MAINT	500.98	1,200.00	0.00	0.00	1,200.00 550.00	0.00
208-774-920.000	UTILITIES	0.00	550.00	0.00	0.00	550.00	0.00
Total Dept 774 -	BASEBALL	2,014.21	2,900.00	100.00	100.00	2,800.00	3.45
Dept 777 - BALLFI	ELD						
208-777-740.000	SUPPLIES	3,233.71	4,500.00	1,105.52	1,105.52	3,394.48	24.57
208-777-744.000	YOUTH FEES (UNIFORMS, ETC.)	7,229.39	1,800.00	0.00	0.00	1,800.00	0.00
208-777-745.000	YOUTH UMPIRE FEES	1,580.00	450.00	0.00	0.00	450.00	0.00
208-777-802.000	SERVICE	353.20	250.00	0.00	0.00	250.00	0.00
208-777-920.000	UTILITIES	0.00	6,500.00	0.00	0.00	6,500.00	0.00
Total Dept 777 -	BALLFIELD	12,396.30	13,500.00	1,105.52	1,105.52	12,394.48	8.19
Dept 778 - CONCES	SIONS						
208-778-703.000	SALARIES	3,353.20	4,300.00	482.44	482.44	3,817.56	11.22
208-778-719.000	FRINGE BENEFITS	457.54	700.00	68.76	68.76	631.24	9.82
208-778-740.000	SUPPLIES	10,116.15	8,000.00	1,143.56	1,143.56	6,856.44	14.29
208-778-746.000	CONCESSION - FOOD LICENSE	593.00	820.00	0.00	0.00	820.00	0.00
208-778-814.000	BANK SERVICE CHARGES	632.32	450.00	137.14	137.14	312.86	30.48
208-778-920.000	UTILITIES	0.00	550.00	92.49	92.49	457.51	16.82
Total Dept 778 -	CONCESSIONS	15,152.21	14,820.00	1,924.39	1,924.39	12,895.61	12.99
Dept 779 - SPECIA	L EVENTS						
208-779-740.000	SUPPLIES	54.28	250.00	0.00	0.00	250.00	0.00
Total Dept 779 -	SPECIAL EVENTS	54.28	250.00	0.00	0.00	250.00	0.00
TOTAL EXPENDITURE	S	157,071.39	183,306.27	11,574.72	11,574.72	171,731.55	6.31
Fund 208 - PARK F	'UND:	162 440 66	202 765 01	0 040 70	0.040.70	105 505 00	4.04
TOTAL REVENUES TOTAL EXPENDITURE	· C	163,442.66 157,071.39	203,765.81 183,306.27	8,240.72 11,574.72	8,240.72 11,574.72	195,525.09 171,731.55	4.04 6.31
NET OF REVENUES &	EXPENDITURES	6,371.27	20,459.54	(3,334.00)	(3,334.00)	23,793.54	16.30

Page: 11/18

08/10/2022 02:07 PM

#### REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE

User: JWest

DB: Potterville

NET OF REVENUES & EXPENDITURES

PERIOD ENDING 07/31/2022

END BALANCE YTD BALANCE ACTIVITY FOR AVAILABLE 06/30/2022 2022-23 07/31/2022 MONTH 07/31/22 BALANCE % BDGT GL NUMBER DESCRIPTION NORM (ABNORM) AMENDED BUDGET NORM (ABNORM) INCR (DECR) NORM (ABNORM) USED Fund 247 - TAX INCREMENT FINANCING AUTHOR Dept 728 - TIFA DEPT 247-728-401.000 PROPERTY TAXES 166,580.22 171,000.00 0.00 0.00 171,000.00 0.00 19,000.00 0.00 0.00 19,000.00 247-728-573.000 LOCAL COMMUNITY STABILIZATION 18,570.52 0.00 247-728-665.000 INTEREST INCOME 84.62 90.00 2.29 2.29 87.71 2.54 247-728-684.000 MISC INCOME 1,047.12 0.00 0.00 0.00 0.00 0.00 Total Dept 728 - TIFA DEPT 186,282.48 190,090.00 2.29 2.29 190,087.71 0.00 TOTAL REVENUES 186,282.48 190,090.00 2.29 2.29 190,087.71 0.00 Expenditures Dept 728 - TIFA DEPT 408.33 247-728-703.005 4,975.00 4,900.00 408.33 4,491.67 8.33 WAGES - OTHER 1,120.00 247-728-727.000 OFFICE EXPENSE 1,065.58 0.00 0.00 1,120.00 0.00 247-728-731.000 PUBLICATION 0.00 300.00 0.00 0.00 300.00 0.00 247-728-801.000 ATTORNEY 47.00 500.00 0.00 0.00 500.00 0.00 247-728-803.000 ENGINEERS FEES 23,328.45 11,326.56 0.00 0.00 11,326.56 0.00 247-728-807.000 AUDIT 4,500.00 4,650.00 0.00 0.00 4,650.00 0.00 CITY IMPROVEMENTS 0.00 0.00 247-728-967.700 42.75 0.00 0.00 0.00 151,960.13 125,000.00 125,000.00 247-728-970.000 CAPITAL OUTLAY 0.00 0.00 0.00 247-728-992.000 BOND PRINCIPAL 45,000.00 50,000.00 0.00 0.00 50,000.00 0.00 19,382.50 17,432.00 0.00 0.00 17,432.00 0.00 247-728-993.000 BOND INTEREST 250,301.41 215,228.56 408.33 408.33 214,820.23 0.19 Total Dept 728 - TIFA DEPT TOTAL EXPENDITURES 250,301.41 215,228.56 408.33 408.33 214,820.23 0.19 Fund 247 - TAX INCREMENT FINANCING AUTHOR: 186,282.48 TOTAL REVENUES 190,090.00 2.29 2.29 190,087.71 0.00 TOTAL EXPENDITURES 250,301.41 215,228.56 408.33 408.33 214,820.23 0.19

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Page: 12/18

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08/10/2022 02:07 PM

#### REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE

User: JWest
DB: Potterville

TOTAL REVENUES

TOTAL EXPENDITURES

NET OF REVENUES & EXPENDITURES

PERIOD ENDING 07/31/2022

END BALANCE YTD BALANCE ACTIVITY FOR AVAILABLE 06/30/2022 2022-23 07/31/2022 MONTH 07/31/22 BALANCE % BDGT GL NUMBER DESCRIPTION NORM (ABNORM) AMENDED BUDGET NORM (ABNORM) INCR (DECR) NORM (ABNORM) USED Fund 401 - CAPITAL PROJECT FUND- DOWNTOWN Revenues Dept 000 401-000-699.100 TRANSFER IN 2,654.00 2,654.00 0.00 0.00 2,654.00 0.00 Total Dept 000 2,654.00 2,654.00 0.00 0.00 2,654.00 0.00 2,654.00 2,654.00 0.00 0.00 2,654.00 0.00 TOTAL REVENUES Expenditures Dept 729 - DOWNTOWN 0.00 401-729-740.600 LANDSCAPING SUPPLIES 1,777.71 3,000.00 0.00 0.00 3,000.00 401-729-818.000 CONTRACT LABOR 55.50 600.00 0.00 0.00 600.00 0.00 Total Dept 729 - DOWNTOWN 1,833.21 3,600.00 0.00 0.00 3,600.00 0.00 1,833.21 3,600.00 0.00 0.00 3,600.00 0.00 TOTAL EXPENDITURES Fund 401 - CAPITAL PROJECT FUND- DOWNTOWN:

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08/10/2022 02:07 PM

DESCRIPTION

#### REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE

User: JWest DB: Potterville

GL NUMBER

Page: 13/18 PERIOD ENDING 07/31/2022 END BALANCE YTD BALANCE ACTIVITY FOR AVAILABLE 06/30/2022 2022-23 07/31/2022 MONTH 07/31/22 BALANCE % BDGT NORM (ABNORM) AMENDED BUDGET NORM (ABNORM) INCR (DECR) NORM (ABNORM) USED

Fund 590 - SEWER F	FUND						
Revenues							
Dept 000 590-000-642.000	BILLS	147,145.57	155,000.00	13,801.88	13,801.88	141,198.12	8.90
590-000-642.001	FIXED COSTS	421,033.63	415,000.00	39,654.94	39,654.94	375,345.06	9.56
590-000-656.000	FINES & FORFEITURES	12,831.59	15,000.00	1,880.19	1,880.19	13,119.81	12.53
590-000-672.000	HOOK UP FEES	0.00	10,000.00	0.00	0.00	10,000.00	0.00
590-000-699.101	GF CONTRIBUTION	149,178.75	54,000.00	0.00	0.00	54,000.00	0.00
Total Dept 000		730,189.54	649,000.00	55,337.01	55,337.01	593,662.99	8.53
TOTAL REVENUES	-	730,189.54	649,000.00	55,337.01	55,337.01	593,662.99	8.53
Expenditures							
Dept 537 - ADMINIS		(112 70)	0.00	0.00	0.00	0.00	0 00
590-537-741.000 590-537-775.000	POSTAGE REPAIRS & MAINT	(113.78) 933.14	0.00 3,000.00	0.00	0.00	0.00	0.00
590-537-809.000	TRAINING	185.00	100.00	0.00	0.00	100.00	0.00
Total Dept 537 - A	ADMINISTRATIVE	1,004.36	3,100.00	0.00	0.00	3,100.00	0.00
Dept 556 - DPW							
590-556-740.000	SUPPLIES	20,360.83	14,000.00	0.00	0.00	14,000.00	0.00
590-556-743.000	METERS	3,760.84	4,550.00	0.00	0.00	4,550.00	0.00
590-556-775.000	REPAIRS & MAINT	1,726.81	1,500.00	0.00	0.00	1,500.00	0.00
590-556-802.000	SERVICE	4,712.36	7,000.00	0.00	0.00	7,000.00	0.00
590-556-803.000	ENGINEERS FEES	11,139.93	15,000.00	278.00	278.00	14,722.00	1.85
590-556-818.000 590-556-965.600	CONTRACT LABOR	900.00 135,000.00	1,500.00 135,000.00	0.00	0.00	1,500.00 135,000.00	0.00
590-556-970.000	CONTRIBUTION TO 641 LABOR & EQUIPMENT CAPITAL OUTLAY	175,498.11	90,000.00	0.00	0.00	90,000.00	0.00
Total Dept 556 - I	DPW _	353,098.88	268,550.00	278.00	278.00	268,272.00	0.10
Dept 906 - DEBT SE	PRITOR						
590-906-991.000	DEBT SERVICE - PRINCIPAL	152,921.25	160,001.00	42,000.00	42,000.00	118,001.00	26.25
590-906-993.000	BOND INTEREST	215,107.50	216,155.00	33,357.50	33,357.50	182,797.50	15.43
Total Dept 906 - I	DEBT SERVICE	368,028.75	376,156.00	75,357.50	75,357.50	300,798.50	20.03
TOTAL EXPENDITURES		722,131.99	647,806.00	75,635.50	75,635.50	572,170.50	11.68
Fund 590 - SEWER E	TIND:						
TOTAL REVENUES TOTAL EXPENDITURES		730,189.54 722,131.99	649,000.00 647,806.00	55,337.01 75,635.50	55,337.01 75,635.50	593,662.99 572,170.50	8.53 11.68
NET OF REVENUES &	EXPENDITURES	8,057.55	1,194.00	(20,298.49)	(20,298.49)	21,492.49	1,700.04

Page: 14/18

08/10/2022 02:07 PM

#### REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE

User: JWest DB: Potterville

#### PERIOD ENDING 07/31/2022

END BALANCE YTD BALANCE ACTIVITY FOR AVAILABLE

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2022 NORM (ABNORM)	2022-23 AMENDED BUDGET	YTD BALANCE 07/31/2022 NORM (ABNORM)	ACTIVITY FOR MONTH 07/31/22 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 591 - WATER	FUND						
Revenues							
Dept 000							
591-000-642.000	BILLS	192,043.54	203,000.00	17,658.00	17,658.00	185,342.00	8.70
591-000-642.001	FIXED COSTS	347,274.86	476,460.00	31,535.57	31,535.57	444,924.43	6.62
591-000-644.000	PENALTIES	220.00	0.00	50.00	50.00	(50.00)	100.00
591-000-656.000	FINES & FORFEITURES	12,477.79	14,000.00	1,648.47	1,648.47	12,351.53	11.77
591-000-672.000	HOOK UP FEES	0.00	2,000.00	0.00	0.00	2,000.00	0.00
Total Dept 000		552,016.19	695,460.00	50,892.04	50,892.04	644,567.96	7.32
TOTAL REVENUES		552,016.19	695,460.00	50,892.04	50,892.04	644,567.96	7.32
Expenditures							
Dept 537 - ADMINI	STRATIVE						
591-537-731.000	PUBLICATION	630.48	500.00	0.00	0.00	500.00	0.00
591-537-740.000	SUPPLIES	58.55	1,500.00	0.00	0.00	1,500.00	0.00
591-537-741.000	POSTAGE	3,324.13	3,500.00	220.50	220.50	3,279.50	6.30
591-537-781.000	COMPUTER SOFTWARE	991.99	1,500.00	0.00	0.00	1,500.00	0.00
591-537-809.000	TRAINING	1,062.43	1,200.00	0.00	0.00	1,200.00	0.00
Total Dept 537 - 2	ADMINISTRATIVE	6,067.58	8,200.00	220.50	220.50	7,979.50	2.69
Dept 556 - DPW							
591-556-731.000	PUBLICATION	763.44	150.00	0.00	0.00	150.00	0.00
591-556-740.000	SUPPLIES	3,564.34	2,500.00	0.00	0.00	2,500.00	0.00
591-556-743.000	METERS	3,760.85	4,550.00	0.00	0.00	4,550.00	0.00
591-556-775.000	REPAIRS & MAINT	31,906.54	2,500.00	0.00	0.00	2,500.00	0.00
591-556-802.000	SERVICE	10,500.08	8,200.00	0.00	0.00	8,200.00	0.00
591-556-803.000	ENGINEERS FEES	7,218.02	18,000.00	278.00	278.00	17,722.00	1.54
591-556-818.000	CONTRACT LABOR	600.00	1,500.00	4,613.72	4,613.72	(3,113.72)	307.58
591-556-965.600	CONTRIBUTION TO 641 LABOR & EQUIPMENT	177,328.68	230,000.00	0.00	0.00	230,000.00	0.00
591-556-970.000	CAPITAL OUTLAY	57,500.00	90,000.00	0.00	0.00	90,000.00	0.00
Total Dept 556 - 1	DPW	293,141.95	357,400.00	4,891.72	4,891.72	352,508.28	1.37
Dow+ OOK DEDE C	EDVICE						
Dept 906 - DEBT S		03 000 00	02 000 00	36 000 00	36 000 00	CC 000 00	20 26
591-906-992.000	BOND PRINCIPAL	92,000.00	92,000.00	26,000.00	26,000.00	66,000.00	28.26
591-906-993.000	BOND INTEREST	117,494.99	117,494.99	20,611.25	20,611.25	96,883.74	17.54
Total Dept 906 - 1	DEBT SERVICE	209,494.99	209,494.99	46,611.25	46,611.25	162,883.74	22.25
TOTAL EXPENDITURE	S	508,704.52	575,094.99	51,723.47	51,723.47	523,371.52	8.99
Fund 591 - WATER :	FIIND:						
TOTAL REVENUES		552,016.19 508,704,52	695,460.00	50,892.04	50,892.04	644,567.96	7.32
TOTAL EXPENDITURE		508,704.52	575,094.99	51,723.47	51,723.47	523,371.52	8.99
NET OF REVENUES &	EXPENDITURES	43,311.67	120,365.01	(831.43)	(831.43)	121,196.44	0.69

Page: 15/18

08/10/2022 02:07 PM

REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE

User: JWest DB: Potterville

#### PERIOD ENDING 07/31/2022

YTD BALANCE ACTIVITY FOR AVAILABLE 2022-23 07/31/2022 MONTH 07/31/22 BALANCE END BALANCE 06/30/2022 RALANCE % RDGT

GL NUMBER	DESCRIPTION	06/30/2022 NORM (ABNORM)	2022-23 AMENDED BUDGET	07/31/2022 NORM (ABNORM)	MONTH 07/31/22 INCR (DECR)	BALANCE NORM (ABNORM)	% BDGT USED
Fund 598 - STORM Revenues Dept 000	DRAIN MAINTENANCE						
598-000-699.101	GF CONTRIBUTION	5,000.00	7,950.00	0.00	0.00	7,950.00	0.00
Total Dept 000		5,000.00	7,950.00	0.00	0.00	7,950.00	0.00
TOTAL REVENUES		5,000.00	7,950.00	0.00	0.00	7,950.00	0.00
Expenditures Dept 556 - DPW 598-556-818.000 598-556-931.000	CONTRACT LABOR DPW MAINT & REPAIR	1,234.39 66.00	7,700.00 250.00	0.00	0.00	7,700.00 250.00	0.00
Total Dept 556 -	DPW	1,300.39	7,950.00	0.00	0.00	7,950.00	0.00
TOTAL EXPENDITURE	S	1,300.39	7,950.00	0.00	0.00	7,950.00	0.00
Fund 598 - STORM TOTAL REVENUES TOTAL EXPENDITURE	DRAIN MAINTENANCE:	5,000.00 1,300.39	7,950.00 7,950.00	0.00	0.00 0.00	7,950.00 7,950.00	0.00
NET OF REVENUES &		3,699.61	0.00	0.00	0.00	0.00	0.00

Page: 16/18

08/10/2022 02:07 PM

#### REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE

User: JWest
DB: Potterville

#### PERIOD ENDING 07/31/2022

END BALANCE YTD BALANCE ACTIVITY FOR AVAILABLE

		END BALANCE 06/30/2022	2022-23	YTD BALANCE 07/31/2022	ACTIVITY FOR MONTH 07/31/22	AVAILABLE BALANCE	% BDGT
GL NUMBER	DESCRIPTION	NORM (ABNORM)	AMENDED BUDGET	NORM (ABNORM)	INCR (DECR)	NORM (ABNORM)	USED
	ENT REPAIR & REPLACEMENT						
Revenues							
Dept 000							
641-000-699.100	OPERATING TRANSFER-IN	567,432.72	587,671.32	0.00	0.00	587,671.32	0.00
Total Dept 000		567,432.72	587,671.32	0.00	0.00	587,671.32	0.00
TOTAL REVENUES		567,432.72	587,671.32	0.00	0.00	587,671.32	0.00
Expenditures							
=	ENT REPAIR ACTIVITY						
641-932-703.000	SALARIES	252,405.79	258,750.00	23,370.55	23,370.55	235,379.45	9.03
641-932-703.002	OVERTIME SALARIES	14,006.07	14,000.00	675.34	675.34	13,324.66	4.82
641-932-719.000	FRINGE BENEFITS	72,654.26	85,500.00	11,607.42	11,607.42	73,892.58	13.58
641-932-728.000	UNIFORM EXPENSES	5,191.90	3,300.00	0.00	0.00	3,300.00	0.00
641-932-731.000	POSTAGE	0.00	1,200.00	0.00	0.00	1,200.00	0.00
641-932-740.000	SUPPLIES	13,631.32	18,000.00	1,237.48	1,237.48	16,762.52	6.87
641-932-775.000	REPAIRS & MAINT	33,629.84	16,000.00	1,581.90	1,581.90	14,418.10	9.89
641-932-781.000	COMPUTER SOFTWARE	2,100.00	2,100.00	0.00	0.00	2,100.00	0.00
641-932-782.000	STREET MATERIALS & SUPPLIES	8,670.40	10,000.00	0.00	0.00	10,000.00	0.00
641-932-802.000	SERVICE	10,521.08	8,000.00	0.00	0.00	8,000.00	0.00
641-932-809.000	TRAINING	1,912.99	1,500.00	0.00	0.00	1,500.00	0.00
641-932-853.000	TELEPHONE EXPENSE	4,090.11	3,900.00	257.17	257.17	3,642.83	6.59
641-932-862.000	GAS	23,214.39	26,000.00	1,785.74	1,785.74	24,214.26	6.87
641-932-913.000	INSURANCE-LIAB & WORKMAN COMP	27,640.10	28,000.00	0.00	0.00	28,000.00	0.00
641-932-920.000	UTILITIES	126,185.05	127,500.00	715.63	715.63	126,784.37	0.56 0.00
641-932-958.000 641-932-970.000	DUES AND SUBSCRIPTIONS	72.00	800.00	0.00	0.00	800.00 5,000.00	0.00
641-932-970.000	CAPITAL OUTLAY	27,443.55	5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 932 - I	EQUIPMENT REPAIR ACTIVITY	623,368.85	609,550.00	41,231.23	41,231.23	568,318.77	6.76
TOTAL EXPENDITURES	S	623,368.85	609,550.00	41,231.23	41,231.23	568,318.77	6.76
Fund 641 - EQUIPME	ENT REPAIR & REPLACEMENT:						
TOTAL REVENUES		567,432.72	587,671.32	0.00	0.00	587,671.32	0.00
TOTAL EXPENDITURES	S	623,368.85	609,550.00	41,231.23	41,231.23	568,318.77	6.76
NET OF REVENUES &	EXPENDITURES	(55,936.13)	(21,878.68)	(41,231.23)	(41,231.23)	19,352.55	188.45

Page: 17/18

08/10/2022 02:07 PM

REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE

User: JWest
DB: Potterville

PERIOD ENDING 07/31/2022

END BALANCE YTD BALANCE ACTIVITY FOR AVAILABLE 06/30/2022 2022-23 07/31/2022 MONTH 07/31/22 BALANCE

GL NUMBER	DESCRIPTION	06/30/2022 NORM (ABNORM)	2022-23 AMENDED BUDGET	07/31/2022 NORM (ABNORM)	MONTH 07/31/22 INCR (DECR)	BALANCE NORM (ABNORM)	% BDGT USED
Fund 703 - SPECI Revenues	IAL TAX ACCOUNT						
Dept 000							
703-000-665.000	INTEREST	0.43	0.00	44.69	44.69	(44.69)	100.00
Total Dept 000		0.43	0.00	44.69	44.69	(44.69)	100.00
TOTAL REVENUES		0.43	0.00	44.69	44.69	(44.69)	100.00
Fund 703 - SPECI	INT MAY ACCOUNT.						
TOTAL REVENUES	IAL TAX ACCOUNT:	0.43	0.00	44.69	44.69	(44.69)	100.00
TOTAL EXPENDITUR	RES	0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES	& EXPENDITURES	0.43	0.00	44.69	44.69	(44.69)	100.00

Page: 18/18

4,186,298.30

242,163.11

8.14

128.97

370,840.36

(136,402.93)

370,840.36

(136, 402.93)

08/10/2022 02:07 PM

TOTAL EXPENDITURES - ALL FUNDS

NET OF REVENUES & EXPENDITURES

#### REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE

User: JWest
DB: Potterville

PERIOD ENDING 07/31/2022

END BALANCE YTD BALANCE ACTIVITY FOR AVAILABLE 06/30/2022 2022-23 07/31/2022 MONTH 07/31/22 BALANCE % BDGT GL NUMBER DESCRIPTION NORM (ABNORM) AMENDED BUDGET NORM (ABNORM) INCR (DECR) NORM (ABNORM) USED Fund 750 - FED TAX OVERPAYMENT Expenditures Dept 000 750-000-910.000 HEALTH INSURANCE 0.00 0.00 (1,090.96)(1,090.96)1,090.96 100.00 750-000-910.015 0.00 0.00 77.04 100.00 DISABILITY & LIFE (77.04)(77.04)750-000-910.030 0.00 0.00 (60.00)(60.00)60.00 100.00 DENTAL AND VISION 0.00 (1,228.00)(1,228.00)1,228.00 100.00 0.00 Total Dept 000 (1,228.00)0.00 (1,228.00)1,228.00 TOTAL EXPENDITURES 0.00 100.00 Fund 750 - FED TAX OVERPAYMENT: TOTAL REVENUES 0.00 0.00 0.00 0.00 0.00 0.00 TOTAL EXPENDITURES 0.00 0.00 (1,228.00)1,228.00 100.00 (1,228.00)NET OF REVENUES & EXPENDITURES 0.00 0.00 1,228.00 1,228.00 (1,228.00)100.00 4,412,200.86 4,662,898.84 234,437.43 234,437.43 4,428,461.41 5.03 TOTAL REVENUES - ALL FUNDS

4,557,138.66

105,760.18

4,247,543.99

164,656.87

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July 14, 2022

<u>To</u>: City Council

<u>From</u>: Aaron Sheridan, City Manager

<u>Subject</u>: Manager's Report

Please review my report and let me know if you have questions or comments. A TIFA Director Report is included as well.

- 1. Pursuant to the State of Michigan Metro Act 48 of 2022, Consumer's Energy (CE) has applied for a renewed franchise utility permit to operate in the City's public right of way areas and provide natural gas and electricity to the residents City of Potterville. Per City Chater, Article III, Section 3.12(3) this new Franchise Agreement is extended by Ordinance and involves a Public Hearing and published notice. As the Utility Franchise involves an electric / gas provider, CE is not subject to a City maintenance fee(s) like other Franchise Agreements involving Telecommunication Companies per MCL 484.3108 Section 8(19). Upon introduction of a draft Ordinance and prior to any adoption, the Clerk will need to publish a notice setting out the time and place for the Ordinance's public hearing thereon and for its consideration by the Council on the next agenda. The public hearing shall follow publication by at least seven days, may be held separately or in connection with a regular or special Council meeting and may be adjourned from time to time; all persons interested shall have an opportunity to be heard. After the hearing the Council may adopt the ordinance with or without amendment or reject it. As soon as practicable after adoption of any ordinance, the Clerk shall have it published together with notice of its adoption.
- 2. Council has been asked to consider approval of a Permission Form Agreement from the Mid-Michigan Cooperative Invasive Species Management Area (MM-CISMA) to allow the MM-CISMA to enter City property and treat invasive Phragmites grasses that have spread into drain retention areas (2) behind Sunset Hills Park. This effort is a part of the partnership with MM-CISMA that was resolved by Council last year to utilize grant funds to help remediate invasive species in and around City parks like and storm drains like the Eaton County Abel Drain and Big Thornapple Drain. This Permission Form Agreement is the next step in that effort. It's been provided by Samantha Strandmark, MM-CISMA Coordinator of the Ingham Conservation District, who is asking for access to 2 storm drain retention ponds located in undeveloped areas of the Sunset Hill Park property that is owned by the City (see attached Survey of City owned property with drain pond areas). The invasive phragmites at this site were identified earlier this Spring when Samantha Strandmark, Sue Spanguolo, Executive Director from the Eaton Conservation District, Tiffani Schaner and I completed an onsite visit of the area. The City's goal in the partnering with the MM-CISMA is to utilize their grant funds to help remediate invasive species by professional / safe means near city parks, the waste water treatment plant (WWTP), and drain watersheds. At this time, I recommend Council approve the Agreement and authorize MM-CISMA to eliminate phragmites at the Sunset Hills Park area. If approved, it's my understanding the MM-CISMA will mobilize this year and treat the pockets of Phragmites before they spread further on public property.
- 3. The dredging of the storm drain retention pond at Lake Alliance (behind Lockview Subdivision) has been completed in time for the 2022 rainy season. This retention pond/basin was targeted for storm drain maintenance last year, and lead to work of the DPW clearing brush, stumps and trees around the pond last year. You may recall when the project was prioritized and discussed in the past, after heavy rains in June of 2021, plant debris (thin reed cattails) was witnessed clogging an effluent drain from the basin to Lake Alliance. The project scope was quoted by qualified contractors and a low bid of \$18,500 was authorized to include grading near the road way for safety, complete angled

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excavation of pond debris/cattails/muck, operation of a long arm excavator, operation of dump truck hauling onsite, with operation of bulldozer grading around 100% of pond area for about 19,440 sq feet. The dredging of the pond would be an average depth of 18 inches. Dredge spoils did not need to be transported off site, and were able to be hauled to the City's compost site toward the west side of the park. Additional work was volunteered by the contractor who moved and installed onsite boulders around 3 culverts and the roadside to improve stabilization and safety. Work was completed on time without delay that prevented erosion and run off. DPW added grass seed and ground cover upon completion of the work. Now that the basin has been re-slopped for safety and accessibility of maintenance, DPW is able to mow adequately and prevent accumulation of brush and trees along its edge. Traffic bollards are planned to be installed by DPW near the basin and the roadway for safety.

4. Lake Alliance Park trail improvements west of the baseball complex and on the corner approaching the east bank of the Big Thornapple Drain (BTD) have been ongoing after the City completed its 5 Year Parks and Recreation Plan in 2020 - that expressed preferences from public survey respondents towards development of trails and pathways in the Parks system. Per the City's Park Plan, 89% of survey respondents indicated that parks, trails, and open space are "important" or "very important" to the quality of life in their households in Potterville. Per the Plan, the City has been utilizing Eaton County Correction work crews and its own DPW assets at a savings to improve the existing trail assets in these areas that run adjacent to the "BTD". Prior to work many of trails and trail heads were narrow and blocked due to overgrowth and widow maker trees, etc. Some users of the Park for example, didn't even know a trail system ran near the Big Thornapple Drain, or that it extended near the BTD because it was chocked with overgrowth and hidden from view. It was difficult for users to notice trail heads around the baseball complex and the Veteran corner parking areas. If you didn't have intimate knowledge of the Park or experiences hiking through underbrush, it was difficult to notice the trails at all.

To address issues of accessibility and improve the trail system, the City began efforts this summer on west corner of the park where the users have a high chance to see the trail system and the "BTD" area while driving through the park. The south west corner of the Park where the DPW has been clearing brush and small trees gets traffic and is near the BTD stream asset where users have a reasonable chance to notice trail system. This opportunity should better advertise favorable assets to more users, and improve recreation opportunities of the City. The work performed by Eaton County Drain Commission last year acted as a catalyst for this project, and improved the walking accessibility along the entire eastern bank of the BTD. Once the area was opened up, it allowed the City to develop connection points that incorporates the BTD area as an additional asset to the trail system. Once the City's work is finished, users will be able to access the stream area (after noticing it's there) via the trail system near parking areas of the veteran corner and the baseball complex. After the City's timber harvest in 2020-21 and the County Drain work was concluded in the BTD area, the potential positive impact of these project increased. Tiffani may have more comment on the benefits on the project, but this is a good overview from a Manager perspective of the work being performed by the City. Please let me know if this helps — I'd be glad to meet with you and/or members of the public to take a tour of the work that has been completed so far. I'll copied Council too via BCC if that's ok.

5. The City and TIFA public audits and review of financial statements started early this year on August 8<sup>th</sup>, this is the earliest public audit in recent history for the City Administration and TIFA body. The Office financial staff was well prepared for its audit this season and I have no doubt that Vredeveld Haefner LLC will complete with their audits in advance of any reporting deadlines of the State and/or USDA Rural Development. Council should expect a power point presentation around November or December from Peter Haefner, in person, when he explains the major points of your 2021-2022 Public Audit and financial statements. The City makes available its public audits online for public

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inspection at <a href="https://pottervillemi.org/wp-content/uploads/2021/11/Potterville-Audit-2021-Final.pdf">https://pottervillemi.org/wp-content/uploads/2021/11/Potterville-Audit-2021-Final.pdf</a> (City) and <a href="https://pottervillemi.org/wp-content/uploads/2021/11/Potterville-TIFA-audit-2021-Final.pdf">https://pottervillemi.org/wp-content/uploads/2021/11/Potterville-TIFA-audit-2021-Final.pdf</a> (TIFA).

6. **TIFA August Report**: At its regular meeting held August 8<sup>th</sup>, TIFA Board Members approved a design plan and expenditures for a traffic calming project (paint striping) at the intersection of East Vermontville and Lansing Road that is intended to be sent to the Eaton County Road Commission for review. As approved by TIFA, the project would consist of a striping of the intersection with stop bars, turn lanes and hashed out areas that would steer traffic perpendicular to the faster moving traffic on Lansing Road. The TIFA Board has asked that the project be reviewed by Council with hopes that it will support the project and provide a recommendation to the Eaton County Road Commission for approval.

### TREASURER'S REPORT August 18, 2022

Utility bills—as of 7/31/22 (bills due on  $15^{th}$ ) \$24,936.79 is outstanding with \$20,822.76 over 30 days past due.

Water usage month of July (Aug billing): 4,301,306 gallons Sewer usage month of July (Aug billing): 4,296,339 gallons

Ready to service charge-water: \$31,530.69 Ready to service charge-sewer: \$39,648.75

Total water and sewer billed out from 6/24-7/25/22 is \$104,606.12

Payroll month of July, 2022: \$69,096.22 (this includes all payroll taxes + MERS)

Auditors have been at the city performing audit for fiscal year 21-22 the week of 8/8-8/12/22.

Tax bills were mailed both to homeowners, mortgage companies and banks that requested copies on 7/1/22. Tax bills are due on 9/14/22.

Bank reconciliations completed for month of July:

General account - Reconciled balance \$2,603,441.20 Payroll account - Reconciled balance \$4,166.73 Tax account - Reconciled balance \$433,714.52

Jodi West Treasurer

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### From the Clerk's office – August 2022

I am excited to share the City of Potterville's election was certified at the county level and now moves on to the State Certification process. I believe our election was a success due to our experienced Chairpersons and Election Inspectors. I am thankful for their attentiveness to provide an election that was precise and efficient. Below are some numbers from the election that might be of interest to you. This election we had 5 new Election Inspectors work and it was amazing how smooth it went.

AUGUST 2, 2022		Receiving Board(same workers)	4
Total Registered Voters	2235	Election Training Hours	32
Precinct 1 – In person voting	238	Total Election Day Hours	105
AVCB – Absent Voting	167	Total Hours Paid to workers	137
Total Voters	405	(This does not include my hours)	
Mailed Applications	432	Voter Turnout	
Ballots Mailed	182	Aug 2018	23%
Ballots Returned – 92%	167	Aug 2020	24%
		Aug 2022	18%
Election Inspectors			
Chairpersons	2		
Precinct Workers	6		
AVCB	3		

We have a little bit of a breather before the next election cycle which starts in mid-September with mailing out Absent voter Ballots.

If I can be of any assistance, please contact me.

Becky Dolman

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### **DPW -Council report for August 2022**

- We cut trees out of ditch at Nelson and Lansing Rd.
- We started doing more clearing of dead trees and ground cover at Lake Alliance trails.
- We finished the retention basin at Lake Alliance behind Lockview subdivision.
- We rebuilt the dock at Lake Alliance by the veteran's area.
- We had our annual water sanitary survey from the state of Michigan, all seemed to go very well. I will share the letter with Aaron when we get it from the State.
- All mowing is still going good with no issues.
- We drained and washed the clarifier at wastewater plant.
- We painted the flower box at the City sign on Hartel and numerous posts in the parks.
- We finished all water testing for the year for our water system.

Donald Stanley
Director of Public Works
City of Potterville, Michigan
Dstanley@pottervillemi.org
(517)667-9524

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Field work is mostly complete. Sketching and data entry continues throughout the summer.

The County is predicting a 5% CPI for 2023 based on current data. The final number per the STC will be out in November.

The July Board of Review meeting was held Tuesday, July 19, 2022.

Thanks,

Sarah Payton, MAAO

Sarah Payton



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August 10, 2022

To: City of Potterville Council Members

From: Brandy Miller, Zoning Administrator

Re: Report to Council

Below is a list of the projects I am currently working on for the City of Potterville. Please keep in mind, these projects do not include the day-to-day commutations or projects with property owners located in the City of Potterville.

- Cambria Ridge Site Condominium Development: Westview Capital, LLC has scheduled a meeting for Tuesday, August 16<sup>th</sup> to submit the final plan which will be heard by the Planning Commission on September 20, 2022. If the Planning Commission approves the final plan, Council should expect to hear the application at their September 22, 2022 meeting.
- Alro Steel: I am working with Alro Steel's contractor and engineers on a possible proposed addition. The plans are not compete at this time. We are hopeful the plans will be complete and ready for submittal next week so Alro's required Site Plan Review Application could be heard by the Planning Commission in September.
- Independence Commons: I am still working with Independence Commons, their attorneys and the property owners to have the fire damaged home removed.
- Code of Ordinance Update: While all documentation regarding the updated Code of Ordinances was email to Municode on June 21, 2022, Municode has not update our online code. I am working with Municode to resolve this issue.

Please feel free to contact me directly with any questions or concerns. I can be reached by calling (517) 281-5659 or e-mail Zoning@pottervillemi.org.

# Potterville Police Department

Chief Richard Barry

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Dear Councilors,

The main focus for the department at this time is call management and completing the hiring process for our School Resource Officer position.

As many of you know, we completed our National Night Out(NNO) on August 2<sup>nd</sup> at Lake Alliance and it was a big success. Not only did we have quite a turnout of citizens, but we also did not utilize any of the General Fund balance due to significant contributions from local donors which was coordinated by Brandy Miller. Brandy has been a vital asset to not only the fundraising of the event, but also the vendor acquisition, scheduling, and overall time donated to making this a successful event and it could not have been completed to that level without her assistance.

Due to the proper management and work completed for NNO, there is a remaining balance in the donations provided as well as hot dogs and other food items. Mr. Sheridan has set up a separate fund for the donations that will be utilized for police-community future events. I am planning on having a smaller event in early September to utilize the remaining perishable foods that were acquired for NNO and to further enhance our relationship between the police department and the citizens.

In relation to the School Resource Officer position, there were three applicants and one has since dropped out of the process due to an offer at another department. The remaining two applicants, both of which have significant prior law enforcement experience, are conducting interviews, completing backgrounds and finalizing their applications with the city. After an offer has been made, I will have the new officer attend the following Council meeting for introductions.

I have received multiple complaints in person as well as observing on social media related to speeding issues in different parts of the city. I have directed the officers to specifically spend time in those areas in order to hopefully curtail this issue before it grows.

Please see the following for a breadown of the calls for service for the police this month.

- Total Calls: 266

- Traffic Stops: 90 - Property Checks: 51 - Public Relations: 9

- Follow-Up: 8 - Larceny: 7 - Crashes: 4

- Suspicious Situations: 3 - Directed Traffic Enforcement: 10 - MDOP: 3

Respectfully Submitted,

Chief R. Barry

#### **EATON COUNTY 911**

### **Events by Nature Code by Agency**

Agency: PPD, Event date/Time range: 07/01/2022 00:00:00 - 07/31/2022 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
PPD	911 UNKNOWN CALL	0	0	1	1	0%	0:02:41	0:00:47	0:03:24	0:06:52	0:06:52
	ABANDONED VEHICLE	0	2	0	2	1%	0:00:00	0:00:00	0:28:43	0:57:26	0:28:43
	ALARM ALL	0	0	2	2	1%	0:09:07	0:11:39	0:02:50	0:35:14	0:17:37
	ARGUMENT OR VERBAL ALTERCATION	0	1	1	2	1%	0:02:42	0:01:27	0:17:55	0:41:26	0:20:43
	ASSAULT	0	1	0	1	0%	0:00:00	0:00:00	0:26:49	0:26:49	0:26:49
	ASSIST CITIZEN	0	1	1	2	1%	0:05:06	0:12:31	0:20:54	0:59:26	0:29:43
	ASSIST OTHER POLICE DEPT	0	0	1	1	0%	0:00:00	0:00:00	0:00:00	0:18:00	0:18:00
	BREAKING AND ENTERING	0	0	1	1	0%	0:00:00	0:13:30	0:45:16	0:58:46	0:58:46
	CARDIAC OR RESP ARREST	0	0	1	1	0%	0:00:29	0:01:53	1:02:55	1:05:17	1:05:17
	CHECK WELLBEING	0	1	0	1	0%	0:00:01	0:00:00	0:02:05	0:02:06	0:02:06
	CHILD ABUSE OR NEGLECT	0	1	0	1	0%	0:00:00	0:00:00	0:29:37	0:29:37	0:29:37
	CIVIL COMPLAINT	0	0	3	3	1%	0:05:50	0:13:31	0:30:45	2:30:19	0:50:06
	DIRECTED TRAFFIC ENFORCE	0	10	0	10	4%	0:00:00	0:00:00	0:00:03	0:00:37	0:00:04
	DISORDERLY PERSON OR SUBJECT	0	0	3	3	1%	0:03:30	0:02:51	0:04:18	0:31:57	0:10:39
	DOMESTIC DISPUTE	0	1	1	2	1%	0:01:48	0:05:22	0:41:45	1:30:40	0:45:20
	DRUG OFFENSE	0	0	1	1	0%	0:00:00	0:08:09	0:19:32	0:27:41	0:27:41
	EMS ASSIST	0	0	1	1	0%	0:12:31	0:10:36	0:06:24	0:29:31	0:29:31
	FIRE DEPT ASSIST	0	0	1	1	0%	0:00:03	0:11:19	0:00:46	0:12:08	0:12:08
	FIREWORKS COMPLAINT	0	0	1	1	0%	0:02:31	0:07:35	0:00:36	0:10:42	0:10:42
	FOLLOWUP OF ANY KIND	0	8	2	10	4%	0:02:49	0:02:54	0:23:59	3:55:05	0:23:31
	FRAUD RETAIL EMBEZZLEMENT	0	1	2	3	1%	0:01:38	0:02:14	0:52:58	1:51:29	0:37:10
	HARASSMENT	0	0	1	1	0%	0:13:33	0:15:25	0:22:57	0:51:55	0:51:55
	LARCENY	0	2	1	3	1%	1:27:10	0:05:41	1:06:37	4:52:43	1:37:34

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	MDOP	0	1	2	3	1%	0:02:00	0:04:04	0:17:23	1:04:18	0:21:26
	MESSAGE FOR OFFICER	0	17	0	17	7%	0:00:01	0:00:00	0:00:12	0:03:42	0:00:13
	MISCELLANEOUS ANIMAL	0	0	1	1	0%	0:02:42	0:02:07	0:16:25	0:21:14	0:21:14
	MISCELLANEOUS INCIDENT	0	4	0	4	2%	0:00:01	0:02:41	0:30:39	2:05:22	0:31:21
	MOTORIST ASSIST	0	2	0	2	1%	0:00:00	0:00:00	0:00:39	0:01:18	0:00:39
	PERSONAL INJURY CRASH	0	0	2	2	1%	0:00:00	0:00:00	0:19:33	0:31:41	0:15:51
	PROPERTY CHECK	0	51	0	51	20%	0:00:01	0:00:00	0:00:23	0:20:00	0:00:24
	PROPERTY DAMAGE CRASH	0	0	2	2	1%	0:01:02	0:05:06	0:35:33	1:22:20	0:41:10
	PUBLIC RELATIONS	0	9	0	9	4%	0:00:01	0:00:00	0:14:36	2:11:33	0:14:37
	RUNAWAY	0	1	1	2	1%	0:45:23	0:00:38	1:01:13	2:48:27	1:24:14
	SUSPICIOUS SITUATION	0	1	2	3	1%	0:03:01	0:07:58	0:08:40	0:47:58	0:15:59
	SUSPICIOUS SUBJECT	0	1	2	3	1%	0:01:43	0:02:23	0:05:02	0:25:01	0:08:20
	SUSPICIOUS VEHICLE	0	2	2	4	2%	0:05:07	0:03:49	0:01:59	0:25:48	0:06:27
	TRAFFIC HAZARD	0	1	0	1	0%	0:00:00	0:00:00	0:00:08	0:00:08	0:00:08
	TRAFFIC STOP	0	90	0	90	35%	0:00:01	0:00:00	0:08:43	13:05:38	0:08:44
	TRAFFIC VIOLATION	0	1	2	3	1%	0:46:32	0:00:00	0:00:04	1:58:11	0:39:24
	UNKNOWN PROBLEM	0	0	2	2	1%	0:00:00	0:02:18	0:20:15	0:45:06	0:22:33
	WARRANT ATTEMPT PICKUP	0	0	1	1	0%	0:00:00	0:24:32	0:09:06	0:33:38	0:33:38
	WEAPONS VIOLATION	0	0	1	1	0%	0:02:12	0:06:43	0:27:38	0:36:33	0:36:33
Subtot	als for No Summary Code	0	210	45	255	100%	0:08:43	0:06:47	0:19:15	53:33:42	0:26:16
btotals for	PPD	0	210	45	255	100%	0:08:43	0:06:47	0:19:15	53:33:42	0:26:16

Events by Nature Code by Agency



# **Benton Township Fire Department**

4713 Hartel Road
Potterville, MI 48876
Business 517-645-7061 \* Fax 517-645-7074

**Proudly Serving Benton Township & the City of Potterville** 

### Monthly Report July 2022

#### **Operational Information:**

- A-111(old) is back in-service, still adjusting to the turbo system
- Tanker 215 repairs are moving forward
- Braun Ambulance is mostly completed at Kodiak, waiting on Stryker Cot system
- Phone Service still trying to settle with AT&T, made some progress
- EMS protocol reviews
- EMS C.E. Sponsorship
- A-110 serviced, and on-board charger replaced
- Ventilation fan repaired, and on-board charger replaced
- The furnace blower motor was replaced

#### **Training:**

• Department Updates

#### **Meetings & Special Events:**

#### **Calls for Service (CFS):**

- Fire 13 City of Potterville, 12 Benton Township, 4 Mutual Aid
- EMS 19 City of Potterville, 19 Benton Township, 54 Mutual Aid

# Possible Franchise Enactment Schedule REVOCABLE GAS FRANCHISE CITY OF POTTERVILLE, EATON COUNTY, MICHIGAN

Must enact Franchise pursuant to rules within your Charter

#### **ORDINANCE NO. 2022-0817**

#### CONSUMERS ENERGY COMPANY GAS FRANCHISE ORDINANCE

AN ORDINANCE, granting to CONSUMERS ENERGY COMPANY, its successors and assigns, the right and authority to lay, maintain and commercially operate gas lines and facilities including but not limited to mains, pipes, services and on, under, along, and across public places including but not limited to highways, streets, alleys, bridges, and waterways, and to conduct a local gas business in the CITY OF POTTERVILLE, EATON COUNTY, MICHIGAN, for a period of thirty (30) years.

#### THE CITY OF POTTERVILLE ORDAINS:

SECTION 1. GRANT and TERM. The CITY OF POTTERVILLE, EATON COUNTY, MICHIGAN (the "City"), hereby grants to Consumers Energy Company, a Michigan corporation, its successors and assigns (hereinafter called "Consumers"), the right and authority to lay, maintain and commercially operate gas lines and facilities including but not limited to mains, pipes, services and valves on, under, along, and across public places including but not limited to highways, streets, alleys, bridges, and waterways (collectively, "Public Ways"), and to conduct a local gas business (the "Gas System") in the City for a period of thirty (30) years.

SECTION 2. CONSIDERATION. <u>In consideration of the rights and authority hereby granted, Consumers shall faithfully perform all things required by the terms hereof.</u>

SECTION 3. <u>CONDITIONS</u>. No public place or roadway used by Consumers shall be obstructed longer than necessary during construction or repair and shall be restored to the same order and condition as when work was commenced. All of Consumers' gas lines and related facilities shall be placed as not to unnecessarily interfere with the public's use of public places. Consumers shall have the right to trim or remove trees on public property, if necessary, in the conducting of such business.

SECTION 4. <u>VACATION OR RELOCATION</u>. The City may require Consumers to vacate or relocate any portion of the Gas System within the Public Ways at Consumers' expense if such vacation or relocation is necessary to secure the public health and welfare or is otherwise required by the City in the exercise of a governmental function. If Consumers' Gas System components located within the public highways physically interfere with City improvements made in furtherance of the rights of the public to the public highways under the jurisdiction of the City, Consumers shall relocate components of the Gas System to a mutually agreeable alternative location within the public highways at no charge to the City, provided however, that nothing in this provision shall be construed as a waiver by Consumers of any of its existing or future rights under state or federal law.

SECTION 5. COMPLIANCE WITH LAWS. Consumers shall comply with all laws, statutes, ordinances, rules and regulations regarding the installation, construction, ownership or use of its Gas System, whether federal, state or local. Before any installation is commenced, Consumers shall secure all necessary permits, licenses and approvals from all appropriate departments, agencies, boards, councils or commissions of the City or other governmental entity as may be required by law. Consumers shall comply with all zoning and land use ordinances and historic preservation ordinances as may be applicable.

- SECTION 6. <u>HOLD HARMLESS</u>. Consumers shall save the City free and harmless from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, and costs and expenses of any nature (including without limitation reasonable attorney fees and expert witness fees) to which it may be subject by reason of the negligent construction and maintenance of the lines and related facilities hereby authorized. In case any action is commenced against the City on account of the permission herein given, Consumers shall, upon notice, defend the City and its representatives and hold them harmless from all loss, costs and damage arising out of such negligent construction and maintenance. Except when arising out of or related to any negligent act or omission of the City or its agents, employees, or contractors, the City and its agents, employees, and contractors shall not be liable to the Consumers for any interference with or disruption in the operation of the Gas System, or the provision of service over or through the Gas System, or for any damages arising out of the Consumers use of the Public Ways.
- SECTION 7. <u>EXTENSIONS</u>. Consumers shall construct and extend its gas distribution system within said City and shall furnish gas service to applicants residing therein in accordance with applicable laws, rules and regulations.
- SECTION 8. FRANCHISE NOT EXCLUSIVE. The rights, power and authority herein granted, are not exclusive.
- SECTION 9. <u>RATES and CONDITIONS</u>. Consumers shall be entitled to provide gas service to the inhabitants of the City at the rates and pursuant to the conditions as approved by the Michigan Public Service Commission. Such rates and conditions shall be subject to review and change upon petition to the Michigan Public Service Commission.
- SECTION 10. <u>REVOCATION</u>. The franchise granted by this ordinance is subject to revocation upon sixty (60) days written notice by either party. Upon revocation this ordinance shall be considered repealed and of no effect past, present or future.
- SECTION 11. <u>MICHIGAN PUBLIC SERVICE COMMISSION JURISDICTION</u>. Consumers remains subject to the reasonable rules and regulations of the Michigan Public Service Commission applicable to gas service in the City and those rules and regulations preempt any term of any ordinance of the City to the contrary.
- SECTION 12. <u>REPEALER</u>. This ordinance, when enacted, shall repeal and supersede the provisions of any previous Consumers' gas franchise ordinance adopted by the City including any amendments.
- SECTION 13. <u>EFFECTIVE DATE</u>. This ordinance shall take effect on October 23, 2022.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

We certify that the foregoing Franchise Ordina POTTERVILLE, EATON COUNTY, MICHICA	nce was duly enacted by the City Council of the CITY OF GAN, on the 22nd day of September, 2022.
Attest:	Aaron Sheridan, Manager
I, Becky Dolman, Clerk of the CITY C	OF POTTERVILLE, EATON COUNTY, MICHIGAN, DO
HEREBY CERTIFY that the ordinance gran	ting Consumers Energy Company, a gas franchise, was $\Gamma Y$ OF POTTERVILLE, EATON COUNTY, MICHIGAN,
	Becky Dolman, City Clerk
Dated: August 17, 2022	
27468:00001:6243180-1	

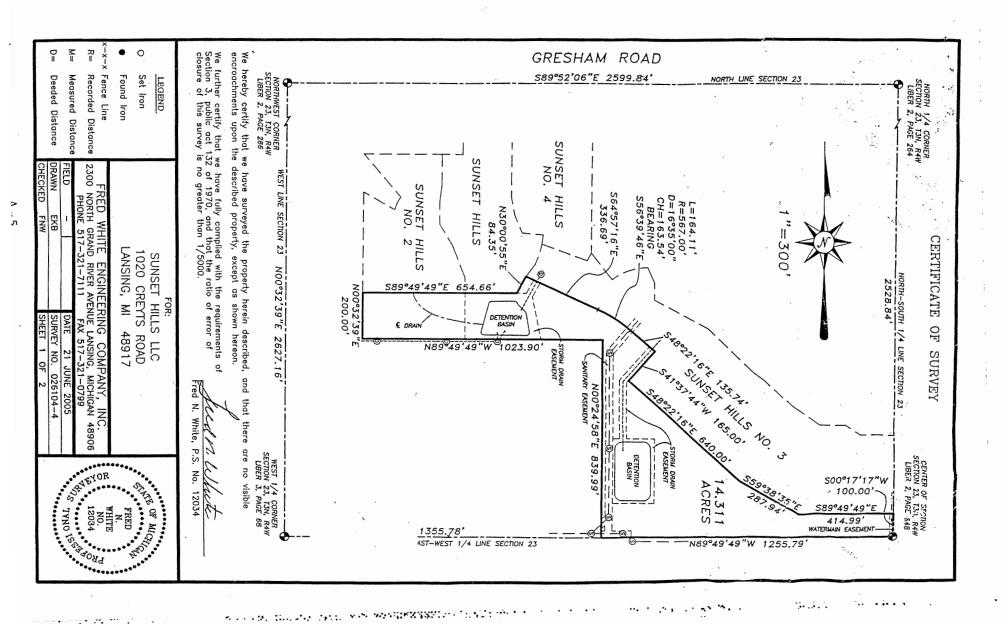
## Mid-Michigan Cooperative Invasive Species Management Area (MM-CISMA)

Permission Form		Mid-Michigan	
For invasive species management activities		* Cooperative Managemen	Invasive Species nt Area
Please fill out this section, sign at the bottom	n, and return to <u>Saman</u>	 tha.strandmark@macd	<u>org</u>
or Ingham Conservation District, MM-CISMA,	, 1031 W. Dexter Trail,	Mason, MI 48854	
Property Owner/Governmental Unit Name:			
Property Locations:			
Daytime Telephone:			
Target Species: Phragmites			
Comments and/or special instruction for the	e property:		
The purpose of this document is to:			
1. Authorize the members and volunteers of the grant partner organizations, or its contractor(s) to species.	=		
2. Contracted labor coordinated by the MM-CISM management practices and will follow all applicate methods. The MM-CISMA will obtain all necessar	ble state regulations. Tre	atment may include mecha	
3. MM-CISMA, it agents, partners, members, and claims, suits or actions whatsoever, resulting fron liabilities related to actions conducted by MM-CIS its agents, partners, members, and volunteers ha agreement.	n this cooperative agreer SMA. Likewise, the prope	nent and to absolve the go rty owner/governmental u	vernmental unit from all init agrees to hold MM-CISMA,
4. The property owner/governmental unit respon cooperation with the MM-CISMA for up to five ye for projects monitored by MM-CISMA and its par	ears or until formally revo		
5. This agreement shall be effective upon the sign	nature of all the parties li	sted below.	
Print name of authorized property representative	Signature of authorized p	roperty representative	Date
nantha Strandmark, Regional Invasive	Smouther It	4	08/05/2

Signature of MM-CISMA representative

Date

Print name of MM-CISMA representative





Phone: (616) 224-1500 Fax: (616) 224-1501

Prelimin	ary Cons	truction	Cost C	pinion
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 Project:
 City of Potterville TIFA

 Project No.:
 215048

319 N. Nelson St.

Location: Potterville, MI 48876

Work: Lansing Rd. and Vermontville Hwy. Pavment Markings

Item No.	Work Item	Unit	Est. Quantity	Unit Price	Amount
1	Bonds, Insurance, GC, OH&P (10%)	LS	1	\$1,387	\$1,387
2	Mobilization	LS	1	\$1,500	\$1,500
3	Pavt Mrkg, Ovly Cold Plastic, 12 inch Cross Hatching Wh	LF	475	\$5	\$2,375
4	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	LF	106	\$15	\$1,590
5	Recessing Pavt Mrkg, Transv	SFT	212	\$4	\$742
6	Rem Spec Mrkg	LF	800	\$2	\$1,560
7	Pavt Mrkg, Wet Reflective Polyurea, 4 inch, White	LF	400	\$2	\$600
8	Pavt Mrkg, Wet Reflective Polyurea, 4 inch, Yellow	LF	2000	\$2	\$3,000
9	Pavt Mrkg, Ovly Cold Plastic, Thru and Lt Turn Arrow Sy	EA	2	\$300	\$600
10	Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym	EA	3	\$300	\$900
11	Traffic Control	LS	1	\$1,000	\$1,000
					_

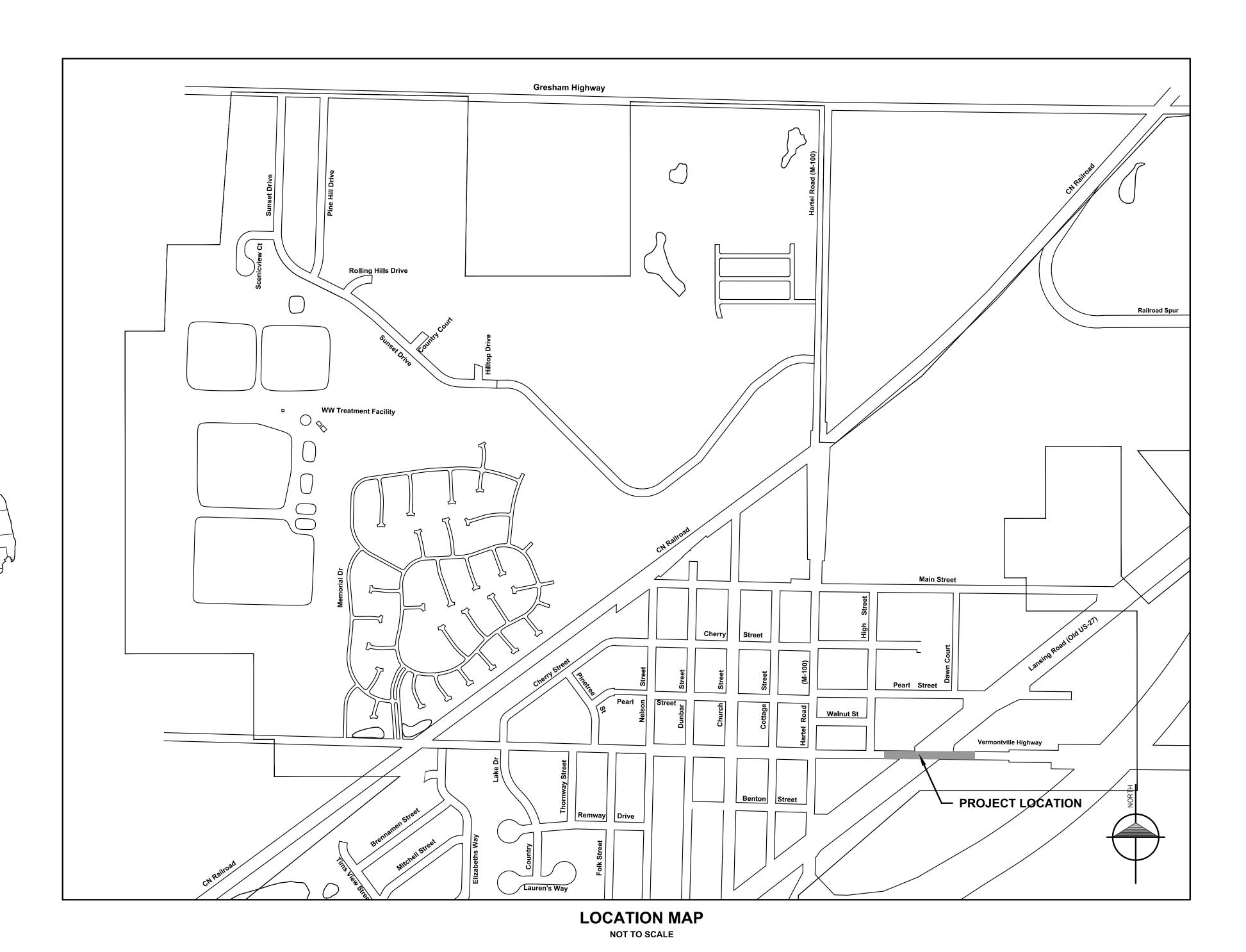
Construction Total \$15,300
Contingency (15%) \$2,300
Engineering (25%) \$3,800
Total Project Cost \$21,400







# VERMONTVILLE HWY PAVEMENT MARKING PLAN



**INDEX OF SHEETS** 

1 COVER SHEET
2 PAVEMENT MARKING PLAN

**VICINITY MAP** BEFORE YOU DIG CALL MISS DIG CALL 3 FULL WORKING DAYS: 811 08 1-800-482-7171 **LEGEND** 

EATON COUNTY **XXX** 

PROJECT AREA

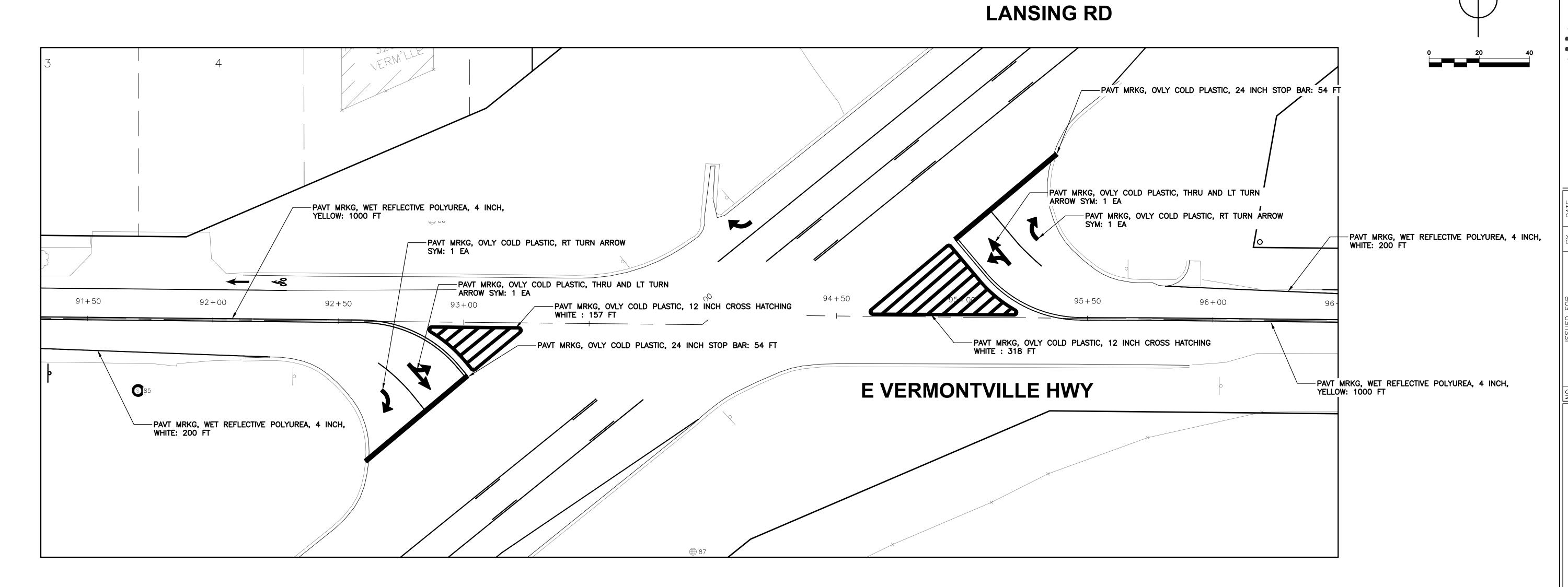
CITY OF POTTERVILLE

EATON COUNTY, MICHIGAN

ITVILLE & LANSING INTERSECTION

COVER SHEET Plt—Layout





PAVEMENT MARKING PLAN

CITY OF POTTERVILLE
EATON COUNTY, MICHIGAN
VERMONTVILLE & LANSING INTERSECTION
PAVEMENT MARKING PLAN ´<sup>1</sup>220086 Plt—Layout



August 11, 2022

Mr. Aaron Sheridan, City Manager City of Potterville 319 N. Nelson St. Potterville, MI 48876

Reference: Well No. 5 Construction and Testing Bid Recommendation

Dear Mr. Sheridan:

On Thursday, August 11, 2022, bids for the **City of Potterville Well No. 5 Construction and Testing Project** were received, opened, and publicly read aloud. A total of two (2) bids were received, the low bid was \$61,440.00, and the second bid was \$83,000.00.

A summary of the bids is as follows:

Raymer Company \$61,440.00
Peerless Midwest, Inc. no bid received
Northern Pump & Well \$83,000.00

We have completed our evaluation of the bids and we recommend the award of this project to Raymer Company. We have worked with Raymer Company in the past and are confident that they are capable of successfully completing the work in this contract.

We will prepare a notice of award after you have discussed this with your City Council on August 17<sup>th</sup>, 2022. Please call me if you have any questions.

Sincerely,

Williams & Works, Inc.

Daniel Wraler, P.E.

Enclosure: Bid Tabulation

Cc: Brandon Mieras, Williams & Works

# CITY OF POTTERVILLE CONSTRUCTION AND TESTING OF WELL NO. 5

#### ARTICLE 1-SCHEDULE OF PRICES

For the entire Work outlined in these Contract Documents complete as specified, using equipment and materials <u>only</u> of the type and manufacturers where specifically named, the following unit and lump sum prices:

#### Construction and Testing of Well No. 5

			Est	Unit	
<u>ltem</u>	<u>Description</u>	<u>Unit</u>	Quant.	<u>Price</u>	<u>Amount</u>
1	Bonds, Insurance and General Conditions	Lsum	1	\$ <u>2,000.00</u>	\$ 2,000.00
2	Mobilization/demobilization	Lsum	1	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
3	Drill 20-inch minimum diameter borehole to 80 feet	LF	80	\$80.00	\$_6,400.00
4	Drill 11-3/4 inch diameter open borehole to 200 feet	LF	120	\$80.00_	\$_9,600.00
5	12-inch Steel Casing including Neat Cement Grout	LF	80	\$198.00_	\$ <u>15,800.00</u>
6	Well Development	HR	20	\$350.00	\$ <u>7,000.00</u>
7	Furnish, Install and Operate Test Pumping Equipment (1, 24-hour constant rate test)	LS	1	\$ <u>12,000.00</u>	\$ 12,000.00
8	Plumbness/Allignment Testing	LS	1	\$_1,800.00_	\$ 1,800.00
9	Digital Video of Completed Production Well	LS	1	\$ <u>1,800.00</u>	\$ 1,800.00
				Total Bid	\$ 61,440.00

#### ARTICLE 2-MATERIAL AND EQUIPMENT ALTERNATES

The Contract Documents stipulate that the Base Bid price shall include materials and equipment selected from the designated items and manufacturers listed therein. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the BIDDER wishes to quote alternate items for consideration by the OWNER, he may do so under this Article. A complete description of the item and the proposed price differential are to be provided. Unless approved at the time of award, substitutions, where items are specifically named, will be considered only in accordance with the terms set forth in the General Conditions.

		Add/Deduct
Item No.	Description	Amount (Dollars)
N/A		



# City of Potterville Eaton County, Michigan

CONSTRUCTION AND TESTING OF PRODUCTION WELL NO. 5

**CONTRACT SPECIFICATIONS** 



Project No. 220006 July 2022

#### **TABLE OF CONTENTS**

<u>Section</u>		<u>Description</u>	<u>Pages</u>
00 10 00	-	Bid Solicitation	1
00 20 00	-	Instructions to Bidders	4
00 30 00	-	Existing Information	5
00 40 00	-	Proposal	3
00 41 00	-	Bid Form	3
00 50 00	-	Agreement	4
00 61 13	-	Performance Bond	1
00 61 14	-	Payment Bond	1
00 70 00	-	General Conditions	25
01 11 00	-	Summary of Work	1
01 33 00	-	Submittal Procedures	4
01 77 00	-	Work Closeout	1
33 21 00	-	Water Wells and Testing	4

# ADVERTISEMENT FOR CONSTRUCTION AND TESTING OF WELL NO. 5 FOR CITY OF POTTERVILLE

The City of Potterville is soliciting sealed proposals for the construction and testing of Well No. 5. The work includes; construction, development and pumping testing of a new community water supply well known as Well No. 5.

Sealed proposals will be received by the City of Potterville at the City Hall; located at 319 N. Nelson St., Potterville, MI 48876 until 2:00 p.m. local time, Thursday, August 11, 2022, at which time they will be publicly opened and read aloud.

Each proposal shall be accompanied by a certified check or bid bond by a recognized surety in the amount of five percent (5%) of the total of the bid price.

After the time of opening, no bid may be withdrawn for a period of Thirty (30) days.

The City of Potterville reserves the right to accept any bid, reject any or all bids, to waive informalities and make the award in any manner deemed in the best interest of the City of Potterville.

City of Potterville

BY ORDER OF:

Aaron Sheridan, City Manager

#### ARTICLE 1 - BASIS OF PROPOSAL

- 1.1 The Bid is based on unit and lump sum prices as stipulated in the Bid Form. The totals of the extensions of unit and lump sum prices will be used as a basis for determining the total bid price.
- 1.2 All work necessary for completion of the Contract, but not specifically listed as a pay item, will be considered to be covered under one or more of the Bid items.
- 1.3 Where the Bid consists of separate sections of work, each section may be awarded separately or together with other section(s), whichever will be in the best interests of the OWNER. BIDDERS may bid any or all sections.

#### ARTICLE 2 - QUALIFICATIONS OF BIDDERS

Bids are solicited only from responsible BIDDERS skilled and regularly engaged in work of similar character and magnitude.

#### ARTICLE 3 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 3.1 Before submitting a Bid, each BIDDER shall:
  - A. Examine the Contract Documents thoroughly;
  - B. Visit the Site to become familiar with local conditions that may in any manner affect cost, progress, performance or timely completion of the Work;
  - C. Become familiar with all laws, rules and regulations that may in any manner affect cost, progress, performance or timely completion of the Work; and
  - D. Study and carefully correlate BIDDER's observations with the Contract Documents.
- 3.2 Surveys, investigations, and reports of subsurface or latent physical conditions at the Site which have been relied upon by ENGINEER in preparing the Drawings and Specifications are not guaranteed as to accuracy or completeness. Each BIDDER shall, at his own expense, make additional surveys and investigations as necessary to determine his Bid for the performance of the Work.

#### **ARTICLE 4 - INTERPRETATION**

Questions about the meaning or intent of the Contract Documents shall be submitted to the ENGINEER not less than seven (7) days prior to date of opening of Bids. Replies will be issued by Addenda mailed or delivered to Planholders of Record not less than three (3) days before Bids are due. ENGINEER may issue other Addenda at any time prior to opening of Bids. Only answers given by Addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

#### ARTICLE 5 - BID SECURITY

- 5.1 The type and amount of Bid Security is stated in the Advertisement. Bid Security from each BIDDER on the Work shall be by a single Surety.
- A Bid Bond when used as Bid Security, shall be issued by a Surety named in U.S. Treasury Circular 570 licensed to conduct business in the state in which the Work is located.
- 5.3 The Bid Security of the successful BIDDER will be retained until the executed Agreement, Bonds, insurance certificates and other required information is delivered by the BIDDER to the OWNER.
- 5.4 Failure of the successful BIDDER to execute and deliver the Agreement, Bonds, insurance certificates and other required information within ten (10) days of the Notice of Award shall be just cause for OWNER to annul the Notice of Award and declare the Bid and Bid Security forfeited.
- 5.5 The Bid Security of any BIDDER whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until either the executed Agreement, Bonds, insurance certificates and

#### **SECTION 00 20 00**

other required information are delivered by the successful BIDDER to the OWNER or the expiration of the time limit specified for the Bid Hold Period, whichever occurs first.

5.6 Unless specifically requested, Bid Bond will not be returned to BIDDER.

#### ARTICLE 6 - CONTRACT TIME

The time(s) for completion of the Work shall be as stipulated in the Agreement. If the time requirement(s) cannot be met, the BIDDER is requested to stipulate in the Bid Form his schedule for performance of the Work. Consideration will be given to time in evaluating Bids.

#### ARTICLE 7 - LIQUIDATED DAMAGES AND EXPENSES

Provisions for liquidated damages and expenses for failure to complete on time are set forth in the Agreement.

#### **ARTICLE 8 - BID PREPARATION**

- 8.1 Submit the Bid on the separate Proposal and Bid Form with Bid Security and other required documents. The bound copy is for BIDDER's records.
- 8.2 No change shall be made in the wording of the form or in any of the items. Bids should be typed or filled out legibly in ink.
- 8.3 All names must be printed or typed below the signature.
- 8.4 The Proposal shall contain an acknowledgement of receipt of all Addenda.
- 8.5 Bid by partnership shall be executed in the partnership name and signed by a partner. Partner's title must appear under signature.
- 8.6 Bid submitted by two or more firms will not be considered (i.e. no joint bids).
- 8.7 Bid by corporation must be executed in the corporate name by a corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be listed.
- 8.8 Agreement will be on the basis of material and equipment described in the Contract Documents without consideration of substitute or "or-equal" items; except for alternates which may be offered by the BIDDER in the Bid Form and accepted by the OWNER prior to execution of the Agreement. Applications for substitutions will be considered only after the Agreement has been executed. The procedure for substitutions is set forth in the General Conditions.
- 8.9 On unit price Bids, BIDDERS shall show the unit price for each item listed, the total price for the quantity of each item, and the total price for all items. If ENGINEER finds any errors in the Bidder's computations, ENGINEER reserves the right to make corrections.

#### ARTICLE 9 - SUBMISSION OF BIDS

- 9.1 Bids, Bid Security and other required documents shall be submitted prior to the time and at the place indicated in the Advertisement.
- 9.2 Submit Bid Documents, in a sealed envelope, properly identified.
- 9.3 If the Bid Documents are sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.
- 9.4 Bid documents may not be sent by facsimile. Bids must be submitted in a sealed envelope as stated in part 9.2

#### ARTICLE 10 - MODIFICATION AND WITHDRAWAL OF BIDS

- 10.1 Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 10.2 If, within 24 hours after Bids are opened, any BIDDER files a duly signed notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of Bid, that BIDDER may withdraw its Bid, and the Bid Security will be returned by OWNER.

#### **ARTICLE 11 - OPENING OF BIDS**

The Bid opening location and time will be as indicated in the Advertisement.

#### ARTICLE 12 - BID HOLD PERIOD

All bids shall remain firm, after the day of the Bid opening, for the period stipulated in the Advertisement.

#### ARTICLE 13 - AWARD OF CONTRACT(S)

- 13.1 BIDDER will be required to complete Bid documentation and correct irregularities as a condition of award. OWNER reserves the right to reject any and all Bids and waive any and all irregularities. OWNER further reserves the right to accept or reject nonconforming, qualified, alternate or conditional Bids.
- In evaluating Bids, OWNER will consider the qualifications of the BIDDERS, whether or not the Bids comply with the prescribed requirements and include completed alternates and unit prices if requested in the Bid Form. OWNER may conduct investigations to establish the responsibility, qualifications and financial ability of the BIDDERS and proposed Subcontractors to do the Work within the prescribed time. OWNER reserves the right to reject the Bid of any BIDDER who does not pass such evaluation to OWNER's satisfaction.
- 13.3 Subject to the rights reserved by the OWNER, it is intended that a contract will be awarded to the low responsible, responsive BIDDER whose evaluation indicates to OWNER that such award will be in the best interests of the OWNER.
- 13.4 Prior to the Notice of Award, ENGINEER will notify the apparent successful BIDDER if OWNER, after due investigation, has reasonable objection to any listed Subcontractor(s), where such listing is requested in the Bid Form. Failure of OWNER to make objection prior to Notice of Award will constitute acceptance of the listed Subcontractor(s), but not a waiver of any right of OWNER to reject defective work, material or equipment, or material and equipment not in conformance with the requirements of the Contract Documents.
- 13.5 If, prior to the Notice of Award, OWNER refuses to accept any listed Subcontractor(s), the apparent successful BIDDER may:
  - A. Submit an acceptable substitute without an increase in bid price; or
  - B. Withdraw Bid and Bid Security.
- 13.6 If, after Notice of Award, OWNER refuses to accept any Subcontractor, CONTRACTOR shall submit an acceptable substitute and the Contract Price will be adjusted by the difference in cost occasioned by such substitution.
- 13.7 Concurrently with execution and delivery of Agreement, CONTRACTOR shall deliver to OWNER the Bonds, insurance certificates and other information as required by the Contract Documents.
- 13.8 If Bidder is a business entity (i.e., corporation, partnership, joint venture, etc.) organized under the laws of a state other than the state of the location of the Work, Bidder must provide evidence of proper registration to do business in the state of the location of the Work as a condition to execution of the Agreement.
- 13.9 The Agreement and such other documents as required will be signed by OWNER and CONTRACTOR within 25 days of the Notice of Award. OWNER will sign Agreement within 10 days of receipt of required

Bonds, insurance certificates, other required information, and CONTRACTOR executed Agreement. OWNER, CONTRACTOR, SURETY and ENGINEER will each receive an executed copy of the Agreement.

**END OF SECTION** 

#### **SECTION 00 30 00**

The work involves the construction and testing of a new community water supply well in the City of Potterville. The new well will be referred to as Well No. 5. The proposed well location is in the northeast part of the City along Sunset Drive and Hwy M-100.

Attached are the following;

- Well logs of existing two observation wells at the site (OW-1 and OW-2)
- Site location map



Other Remarks:

## **Water Well And Pump Record**



Completion is required under authority of Part 127 Act 368 PA 1978. Failure to comply is a misdemeanor.

Tax No: Permit No:	County: Eaton			Township: Benton		
	Town/Range: 03N 04W	Section: 23	Well Status: Active	: <b>WSSN</b> : 555		V-01-2020
Well ID: 23000012506	Distance and D	irection fro	m Road Inter	section:	•	
Elevation:	225 FT. WEST (	OF N. HART	EL RD. (M-10	0) & 225 FT. S	SOUTH OF S	UNSET DR.
Latitude: 42.63293	Well Owner: 0	CITY OF PO	TTERVILLE			
Longitude: -84.74004	Well Address:			Owner Addr	ess:	
_	SUNSET DR.			319 N. NEL		
Method of Collection: GPS Std Positioning Svc SA Off	POTTERVILLE	E, MI 48876		POTTERVII	LLE, MI 4887	6
Drilling Method: Rotary Well Depth: 200.00 ft. Well Use: Test well	Pump Inst	alled: No	ed: No			
Well Depth:         200.00 ft.         Well Use:         Test well           Well Type:         New         Date Completed:         2/28/2020		Relief Valve		No		
Casing Type: PVC plastic Height: 1.00 ft. above grade	i ressure i	Vellet Valve	mstaneu.	NO		
Casing Fitting: Solvent welded/glued Casing Fitting: Shale packer/trap, Rotary shoe, Centralizer						
<b>Diameter:</b> 5.00 in. to 88.00 ft. depth SDR: 21.00						
<b>Borehole:</b> 8.75 in. to 88.00 ft. depth 4.50 in. to 200.00 ft. depth						
Static Water Level: 43.00 ft. Below Grade Well Yield Test: Yield Test Method: Test pump	)	Formation	n Description		Thickness	Depth to Bottom
Pumping level 52.00 ft. after 4.00 hrs. at 105 GPM	Topsoil				1.00	1.00
	Brown Clay	& Stones			14.00	15.00
		& Stones S	andy		5.00	20.00
Screen Installed: No Intake: Bedrock Well	Brown Clay				12.00	32.00
	Red Clay 8	Stones			3.00	35.00
	Gray Clay				2.00	37.00
		ate W/Limes	tone		1.00	38.00
	Gray Clay 8				7.00 24.00	45.00 69.00
	Sand & Gra	N/Sandstone	<del>2</del>		5.00	74.00
		stone W/Cla	,		6.00	80.00
		stone White	у		65.00	145.00
	White Sand				47.00	192.00
	Gray Shale				8.00	200.00
Well Grouted: Yes Grouting Method: Grout pipe outside casir Grouting Material Bags Additives Depth Neat cement 25.00 None 0.00 ft. to 88.00 ft.  Wellhead Completion: 12 inches above grade		emarks:				
12 monos abovo grado	Drilling Ma	chine Oper	ator Name:	B. LARSEN		
Nearest Source of Possible Contamination:  Type Distance Direction		ent: Employ				
None	Contractor	Tyne: \//a	ter Well Drillin	a Contractor	Reg No:	70-2055
			rmer Compan		Reg NO:	10-2000
				y inc ck St, Marne, <mark>f</mark>	MI. 49435	
		Water \	Well Contr	ractor's Ce s performed u	rtification	stration.
General Remarks:	Signature	of Registere	ed Contracto	r	Date	

EQP-2017 (4/2010) Page 1 of 1 Contractor 3/2/2020 8:39 AM



# Water Well And Pump Record



Completion is required under authority of Part 127 Act 368 PA 1978. Failure to comply is a misdemeanor.

Tax No:	Permit No:	County: Eaton	County: Eaton			on		
		Town/Range:	Section:	Well Status:	WSSN:	Source ID/Well No:		
Well ID: 23000012515		03N 04W	23	Active	5550	TW-02-2020		
		Distance and Di	irection fro	m Road Intersect	ion:	-		
Elevation:		100 FT. WEST C DR.	OF N. HART	EL RD. (M-100 H)	WY.) & 400 FT	. SOUTH OF SUNSET		
Latitude: 42.63328		Well Owner: C	Well Owner: CITY OF POTTERVILLE					
Longitude: -84.73976		Well Address:	Well Address: Owner Address:					
Method of Collection: Interpolation-Map		SUNSET DR. POTTERVILLE	SUNSET DR. 319 N. NELSON ST. POTTERVILLE, MI 48876 POTTERVILLE, MI 48876					
Duillian Mathada Datani		D In at	allada Na	•				

Metriod of Collection.	iterpolation wap	POTTERVILLE, MI 48876 POT	I TERVILLE, MI 4887	0
Drilling Method: Rotary		Pump Installed: No	<del> </del>	
Well Depth: 200.00 ft.	Well Use: Test well	Pressure Tank Installed: No		
Well Type: New	<b>Date Completed:</b> 5/15/2020	Pressure Relief Valve Installed: No		
Casing Type: PVC plastic	Height: 1.00 ft. above grade	Troopers from trains moralism.		
Casing Joint: Solvent welded				
Casing Fitting: Shale packet	<del>-</del>			
Cacing I ming.	ruap, redaily choo, continuing			
<b>Diameter:</b> 5.00 in. to 77.00 ft.	depth SDR: 21.00			
Borehole: 8.75 in. to 77.00 ft.	depth			
4.50 in. to 200.00 f	t. depth			
Static Water Level: 46.00 ft.		Formation Description	Thickness	Depth to
Well Yield Test:	Yield Test Method: Test pump	· ·		Bottom
Pumping level 55.00 ft. after 2.	00 hrs. at 110 GPM	Topsoil	1.00	1.00
		Brown Clay & Stones	27.00	28.00
		Boulders	2.00	30.00
Screen Installed: No	Intake: Bedrock Well	Brown Gravel Sand Clay	5.00	35.00
		Gray Clay Red	5.00	40.00
		Gray Clay & Gravel W/Sandstone	28.00	68.00
		Sandstone & Shale	10.00	78.00
		Gray Shale	1.00	79.00
	Blue Sandstone	56.00	135.00	
		Gray Shale	2.00	137.00
		White Sandstone	61.00	198.00
		Gray Shale	2.00	200.00
Wall Chartada Van	aution Mathada Court pina autaida again.	Coolegy Remarks		
	outing Method: Grout pipe outside casing Additives Depth	Geology Remarks:		
Grouting Material Bags Neat cement 20.00	Additives Depth None 0.00 ft. to 77.00 ft.			
Zo.oo	None 0.00 it. to 77.00 it.			
Wellhead Completion: 12	inches above grade	-		
Weililead Completion. 12	inches above grade	Drilling Machine Operator Name: B. L/	ARSEN	
Nearest Source of Possible C	Contamination:	Employment: Employee		
Type	Distance Direction			
None	Distance Direction			
		Contractor Type: Water Well Drilling Con	tractor Reg No:	70-2055
		Business Name: Raymer Company Inc		000
		Business Address: 1357 Comstock St, N	Marne, MI, 49435	
		Water Well Contracto		
		This well and/or pump installation was performed to the contraction of		stration
		This won and/or partip installation was pent	Amou diluoi illy regio	
		Signature of Registered Contractor	Date	
General Remarks:		Signature of Registered Contractor	Date	
Other Remarks:				
FOP-2017 (4/2010)	Page 1 of 1		Contractor 5/18	/2020 9:09 AI

EQP-2017 (4/2010) Page 1 of 1 Contractor 5/18/2020 9:09 AM

# City of Potterville Site Location of Proposed Well No. 5





 SECTION 00 40 00
 00 40 00.1

 PROPOSAL

# CITY OF POTTERVILLE CONSTRUCTION AND TESTING OF WELL NO. 5

City of Potterville 319 N. Nelson Potterville, MI 48876

Gentlemen:

#### ARTICLE 1-CONTRACT PRICE

Having carefully examined the site of the proposed Work; being fully informed of the conditions to be met in the prosecution and completion of the Work; having read and examined the Contract Documents applicable to this Work and agreeing to be bound thereby; the undersigned proposes to perform all services, and furnish all necessary labor, materials, tools, and equipment to complete the Work described in the Contract Documents for the amounts set forth in the accompanying Bid Form.

#### ARTICLE 2-CONTRACT TIME

If awarded a Contract, undersigned agrees to prosecute the Work regularly and diligently to ensure full completion within the Contract Time(s) indicated in the Agreement.

#### ARTICLE 3-LIQUIDATED DAMAGES

The undersigned agrees that liquidated damages, in the amount stipulated in the Agreement, shall be assessed for each day that expires after the completion time(s), stipulated in the Agreement, until the Work is complete.

#### ARTICLE 4 -BIDDER'S QUALIFICATIONS

The undersigned agrees to furnish, upon request, a list of projects of a similar nature completed in the last 5 years.

#### **ARTICLE 5-WAIVER**

The undersigned certifies the price(s) entered in the Bid Form are correct and complete and that all information given or furnished in connection therewith is correct, complete and submitted as intended. The undersigned waives any right to:

- 5.1 claims he may now have or which may accrue to him,
- 5.2 refuse to execute the Contract if awarded to him,
- 5.3 demand the return of the Bid Security,
- 5.4 be relieved from any obligation by reason of any errors, mistakes or omissions, subject to right of withdrawal of Bid as provided in the Instructions to Bidders.

#### ARTICLE 6-BID NON-COLLUSIVE

The undersigned certifies that this Proposal is fair, genuine and not collusive or sham, and has not in any manner, directly or indirectly, agreed or colluded with any other person, firm or association to submit a sham Bid, to refrain from bidding, or in any way to fix the amount of this Bid or that of any other BIDDER, or to secure any advantage against the OWNER. The undersigned further certifies that no officer or employee of the OWNER is personally or financially interested, directly or indirectly, in this Bid or in the undersigned.

#### ARTICLE 7-BID SECURITY

The undersigned encloses a Bid Security in the form and amount required by the Advertisement. The undersigned agrees to contract for the Work and to furnish the necessary Bonds, Insurance Certificates and other information, as stipulated in the Instructions to Bidders. If this Proposal shall be accepted by the OWNER and the undersigned shall fail to contract as aforesaid and to furnish the required Bonds, Insurance Certificates and other information, then the

00 40 00.2 PROPOSAL

#### **SECTION 00 40 00**

undersigned shall be considered to have abandoned the Contract and the Bid Security accompanying this Proposal shall become due and payable to the OWNER.

#### **ARTICLE 8-OWNERS' RIGHTS**

In submitting this Bid, it is understood that the right is reserved by the OWNER to accept any Bid, or reject any or all Bids, or to waive irregularities and/or informalities in any Bid and to make the award in any manner deemed in the best interest of the OWNER.

#### ARTICLE 9-RECEIPT OF ADDENDA

Receipt of Addenda	through	is acknowledged.	
SIGNED THIS DAY OF		, 2022.	
(Firm Name)		(Signature)	
(Street Address)		(Name Printed)	
(City, State and Zip)		(Title)	
(Telephone No.)			

#### **SECTION 00 40 00**

and cross out others.)
ty State
to sign the Bid on behalf of the firms listed:
Firm
Firm
Firm
and doing business under the laws of the state of bearing the office title of ure is affixed to this proposal, is duly authorized to execute corporation is qualified to and will register in state in which

00 41 00.1 BID FORM

**SECTION 00 41 00** 

# CITY OF POTTERVILLE CONSTRUCTION AND TESTING OF WELL NO. 5

#### ARTICLE 1-SCHEDULE OF PRICES

For the entire Work outlined in these Contract Documents complete as specified, using equipment and materials <u>only</u> of the type and manufacturers where specifically named, the following unit and lump sum prices:

#### Construction and Testing of Well No. 5

			Est	Unit	
<u>ltem</u>	<u>Description</u>	<u>Unit</u>	Quant.	<u>Price</u>	<u>Amount</u>
1	Bonds, Insurance and General Conditions	Lsum	1	\$	\$
2	Mobilization/demobilization	Lsum	1	\$	\$
3	Drill 20-inch minimum diameter borehole to 80 feet	LF	80	\$	\$
4	Drill 11-3/4 inch diameter open borehole to 200 feet	LF	120	\$	\$
5	12-inch Steel Casing including Neat Cement Grout	LF	80	\$	\$
6	Well Development	HR	20	\$	\$
7	Furnish, Install and Operate Test Pumping Equipment (1, 24-hour constant rate test)	LS	1	\$	\$
8	Plumbness/Allignment Testing	LS	1	\$	\$
9	Digital Video of Completed Production Well	LS	1	\$	\$
				Total Bid	\$

#### ARTICLE 2-MATERIAL AND EQUIPMENT ALTERNATES

The Contract Documents stipulate that the Base Bid price shall include materials and equipment selected from the designated items and manufacturers listed therein. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the BIDDER wishes to quote alternate items for consideration by the OWNER, he may do so under this Article. A complete description of the item and the proposed price differential are to be provided. Unless approved at the time of award, substitutions, where items are specifically named, will be considered only in accordance with the terms set forth in the General Conditions.

		Add/Deduct
Item No.	<u>Description</u>	Amount (Dollars)

00 41 00.2 BID FORM

**SECTION 00 41 00** 

#### **ARTICLE 3-TIME ALTERNATE**

ARTICLE 4-SUBCONTRACTOR LISTING

If the BIDDER takes exception to the time(s) stipulated in Article 3 - Contract Time of the Agreement, he is requested to stipulate below his proposed time for performance of the Work. Consideration will be given to time in evaluating bids.

Bid is submitted on the basis of the use of the following Subcontractors:			
WORK ITEM	FIRM	CITY	

Please note if work is to be performed by BIDDER. Failure to list Subcontractors with the Bid waives BIDDER'S rights to a change in Contract Time or Price or withdrawal of Bid and Bid Security; in the event OWNER has reasonable objection to any Subcontractor.

OWNER shall have the right to reject any Subcontractor for reasonable cause. If Subcontractors are not identified in the Bid, the BIDDER/CONTRACTOR shall engage a Subcontractor acceptable to OWNER and waives the right to withdraw Bid and Bid Security, and further, waives right to a change in Contract Time or Price due to failure to list.

**END OF SECTION** 

00 50 00.1 AGREEMENT

#### **SECTION 00 50 00**

This Agreement is dated the **XXXXXXXX**, by and between the **City of Potterville**, hereinafter called OWNER, and **XXXXXX**, hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

#### ARTICLE 1-WORK

CONTRACTOR shall complete the Work as specified or indicated in the Contract Documents, generally described as follows:

## City of Potterville Construction and Testing of Well No. 5

#### ARTICLE 2-ENGINEER

The Work has been designed by the firm of Williams & Works, Inc., who will act as ENGINEER on the Work, unless Notice is otherwise given by the OWNER.

#### **ARTICLE 3-CONTRACT TIME**

- 3.1 The Work to be completed under this Contract shall be commenced immediately after receipt of a fully executed Contract and Notice to Proceed. The Notice to Proceed will be issued at the time of the contract signing.
- 3.2 The Work under this Contract shall commence after contract is signed and a notice to proceed is issued, and **shall be substantially completed on or before October 14, 2022**, which shall be the Contract Time.
- 3.3 OWNER and CONTRACTOR recognize that time is of the essence of this Contract and that OWNER will suffer financial loss if the Work is not completed within the Contract Time(s) plus any extensions as provided for in the General Conditions. They recognize that the financial loss suffered by OWNER in the event that CONTRACTOR fails to complete the Work within the Contract Time(s) would be most difficult to determine accurately in any legal or arbitration proceedings. Instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages, but not as a penalty, CONTRACTOR shall pay OWNER Five-Hundred Dollars (\$500.00) for each day of delay in the completion of the Work beyond the Contract Time(s)
- 3.4 CONTRACTOR agrees to pay, in addition to liquidated damages, expenses arising from failure to complete the Work within the Contract Time including expenses for engineering services, attorney's fees, technical services and administration costs.

#### **ARTICLE 4-CONTRACT PRICE**

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows: (XXXXXXX).
- 4.2 The amount paid shall be equitably adjusted to cover changes in the Work ordered by the ENGINEER but not required by the specifications. Such increases or decreases in the Contract Price shall be determined by agreement between the OWNER and CONTRACTOR.

#### **ARTICLE 5-PAYMENTS**

- 5.1 CONTRACTOR will prepare and submit monthly and final payment requests in accordance with the General Conditions.
- 5.2 OWNER will make monthly and final payments in accordance with the GENERAL CONDITIONS.
- 5.3 All monies not paid when due shall bear interest at the greater of the rate of 7% per annum, or the highest rate allowed by law.

#### **ARTICLE 6-CONTRACT DOCUMENTS**

6.1 The complete Contract between OWNER and CONTRACTOR consists of the following Contract Documents:

Advertisement
Instruction to Bidders
Current Conditions
Proposal
Bid Form
Bonds
Agreement
General Conditions
Specifications

6.2 In resolving conflicts, errors and discrepancies, the Contract Documents shall be given precedence in the following order: Modifications, Agreement, Addenda, Supplemental Conditions, General Conditions, Specifications, Drawings, Advertisement, Instructions to Bidders, Proposal/Bid Form, and Bonds.

#### **ARTICLE 7-MISCELLANEOUS**

- 7.1 Terms used in this Agreement are defined in the General Conditions.
- Neither party shall assign, in whole or in part, any of its rights or obligations, including any monies due, or to become due, under the terms of the Contract Documents without the written prior consent of the other party. This paragraph shall not be construed to limit the powers vested in the OWNER under the General Conditions.
- 7.3 The OWNER and CONTRACTOR each binds itself, successors and assigns to the other party hereto in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 7.4 The Contract Documents may only be altered, amended, or repealed by a Modification.

#### **SECTION 00 50 00**

IN TESTIMONY WHEREOF, the parties hereto have executed this contract in at least four (4) counterparts, each of which shall be deemed an original, the day and year first above written.

WITNESS	CONTRACTOR
	(Contractor)
	By (Signature)
WITNESS	<u>OWNER</u>
	City of Potterville (Owner)  Aaron Sheridan
	By(Signature)
	Title City Manager
APPROVED AS TO FORM:	
OWNER's Attorney	

LEGAL STATUS OF CONTRACTOR: (Fill out appropriate form and cross out others.)

* <u>A Corporation</u> : The same officer shall not execut occupies all corporation offices.	e both the Agreement and this certificate, unless only one person
I.	, certify that I am the of
the corporation named as CONTRACTOR herein	; that, who signed this
Agreement on behalf of the corporation, was then	of the corporation,
	half of the corporation by authority of its board of directors, and is sign corporation, this corporation is qualified to and will register in
	LS
(Date)	(Signature)
Agreement on behalf of the partnership, was then that the Agreement was duly signed for and in beh	, certify that I am the, who signed this, who signed this, of the partnership, nalf of the partnership by authority of its partners, and is within the nership, this partnership is qualified to and will register in state in
	L.S.
(Date)	(Signature)
occupies all offices.	te both the Agreement and this certificate, unless only one person
	certify that I am the of
, a	engaged in a Joint Venture with
, a	, pursuant to a Joint Venture Agreement dated, who signed this Agreement on behalf of
, 2022, triat was then its	, who signed this Agreement on behalf of , that this Agreement was duly signed for
	th the Joint Venture Agreement and by authority of the members of
	LS
(Date)	(Signature)

## SECTION 00 61 13

PERFORMANCE BOND			
KNOW ALL MEN BY THESE PRESENTS	S, that		
		,	as Principal, and
under the laws of the State of		, a Corporation,, and duly authorized to t	organized and existing
State of Michigan as Surety are held and	d firmly bound	, and duly authorized to the filter of	ansact business in the
State of Michigan, as Surety, are held and hereinafter called OWNER, in the ju	ust and full	sum of	, do obligoo, drid Dollars
(\$) lawful money of	the United St	tates of America, for the payment who	ereof the Principal and
Surety bind themselves, their heirs, admit these presents.	nistrators, exe	ecutors, successors and assigns, jointly	and severally, firmly by
WHEREAS, the above Principal has ent			, 2022, for
NACTIC: 0.104   1   540 Oct.	N.W. 0	in accordance with plans and spec	ifications prepared by
Williams & Works, Inc., 549 Ottawa Aven to and made a part hereof as fully and to			
NOW, THEREFORE, the conditions of the truly keep and perform the said Contract materials, apparatus, fixtures or equipm Contract, and shall defend, indemnify a damages, demands, expenses, costs a Documents, arising out of or in relation to remove and replace any defects in working for one year from the date of final accept full force and effect;	et, and shall panent furnished and save harrand charges of the performation	pay all sums of money due or to become for the purpose of constructing the mless the OWNER against any and a soft every kind except as otherwise pronce of said Work and the provisions of aterials which may be apparent or may	me due, for any labor, work provided in said ill liens, incumbrances, ovided in said Contract said Contract, and shall develop within a period
AND PROVIDED, that any alterations when under it, or any extension of time for the to the other, or the placing of an inspector the Principal and Surety or either of the liability hereunder; notice to the surety of	performance or or resident or their heirs	of said Contract, or any forbearance or engineer thereon by the OWNER, shall s, executors, administrators, successo	the part of either party not in any way release rs or assigns from any
Signed and sealed this day of _			
WITNESS:		PRINCIPAL:	
		 Ву	(Seal)
		Ву	
WITNESS:		SURETY:	
		Ву	(Seal)
		Title	
LOCAL ADDRESS OF AGENT FOR SUF	RETY:		
Street	City	State	Zip Code

## **SECTION 00 61 14**

PAYMENT BOND			
(under Act 213 of 1963)			
KNOW ALL MEN BY THESE PRESENTS,	that		
under the laws of the State of	nd firmly bound in the just are	, and duly au und unto the (City/Village/T nd full sum of (\$ cipal and Surety bind then	) lawful money of the United nselves, their heirs, administrators,
WHEREAS, the above Principal has er of for prepared by Williams & Works Inc., 549 or referred to and made a part hereof as fully	Ottawa Aver	in accordar nue N.W., Grand Rapids, N	nce with plans and specifications II 49503 which Contract is hereby
AND WHEREAS, this bond is given in con Michigan, for the year 1963, as amended by			of Act. No. 213 of the Public Acts of
NOW, THEREFORE, the condition of this payments as they become due and payab materials to the Principal or to his Subc (intending to include herein all claimants as shall be void, otherwise the same shall be	le of all amo contractors in s defined in	ounts owing to Subcontractor on the prosecution of the V Section 6 of Act 213 of 196	ors and to parties supplying labor or Vork provided for in said Contract
AND PROVIDED, that any alterations whi under it, or the giving by the party of the fi Contract or any other forbearance on the and the Surety or either of them, their hereunder; notice to the Surety of any alter	rst part of sa part of eithen neirs, execu	aid Contract, any extension or party to the other, shall r tors, administrators, succe	of time for the performance of said not in any way release the Principal ssors or assigns from any liability
Signed and sealed this day of _			
WITNESS:		PRINCIPAL:	
		Ву	(Seal)
		Ву	
WITNESS:		SURETY:	
		Ву	(Seal)
		Title	
LOCAL ADDRESS OF AGENT FOR SURI	ΞΤΥ:		
Street	City	St	ate Zip Code

## **ARTICLE 1-DEFINITIONS**

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

Act of God Unpredictable phenomenon of nature such as earthquake, flood or cyclone.

Addendum A document issued by ENGINEER prior to the receipt of bids which sets forth

additional provisions, changes or clarifications of the Contract Documents.

Advertisement The notice published by OWNER to solicit Bids.

Affidavit of Completion A document which includes the CONTRACTOR's sworn statement that the Work

has been completed in accordance with the Contract Documents and that labor and material men have been paid and the Surety's consent to final payment.

Agreement An instrument, signed by OWNER and CONTRACTOR covering the Work to be

performed and setting forth the Contract Time, the Contract Price and other

matters.

Allowance A fixed sum stipulated in the Contract Documents, to be used in total or in part,

as determined by the OWNER, for a specific service, product or group of products to be furnished by CONTRACTOR. All cash allowances shall be

included in the Contract Price.

Bid The offer of the BIDDER submitted on the prescribed forms setting forth the

conditions under and prices for which the Work will be performed.

forth in the Instructions to Bidders.

BIDDER Any person, firm, joint venture or corporation submitting a Bid for the Work.

Bid Security Bid Bond or other instrument of security furnished by BIDDER.

Bonds Bid, Performance and Payment Bonds furnished by CONTRACTOR.

Bulletin A document issued by ENGINEER which clarifies and interprets the Contract

Documents or which directs minor changes or alterations in the Work not

involving extra cost.

Certificate of Completion Notice from ENGINEER to OWNER that the Work has been completed and

establishing a one year bonded correction period.

Change Order An order to CONTRACTOR signed by OWNER authorizing an addition, deletion

or revision in the Work, or an adjustment in the Contract Price or the Contract

Time or both, issued after execution of the Agreement.

Construction Schedule The timetable outline of CONTRACTOR's sequence of operations.

Contract The agreement between OWNER and CONTRACTOR set forth in the Contract

Documents.

Contract Documents The Agreement and all related documents as identified in the Agreement.

Contract Price The total moneys payable to CONTRACTOR for the Work.

Contract Time The stated date or number of days for the completion of the Work.

CONTRACTOR The person, firm, joint venture or corporation with whom OWNER has executed

the Contract.

Day Calendar day of 24 hours from midnight to the next midnight.

Defective Work Work that does not conform to the requirements of the Contract Documents and

damaged Work.

Drawings The Drawings prepared or approved by ENGINEER and approved by OWNER,

which show the character and scope of the Work to be performed.

Effective Date of Contract The date shown in the Agreement.

ENGINEER The designated representative of the OWNER.

General Requirements The Sections of Division 1 of the Specifications.

Inspect, Inspection, Inspector Observe the work of the CONTRACTOR as it relates to implementing

CONSULTANT's plans, specifications, reports, and other instruments of professional service. An inspector has no authority or responsibility to direct any construction workers, and may not stop the work. An inspector is not responsible for the means, methods, sequences, or operations of construction, or safety

procedures attendant thereto.

Insurance Certificate The documents issued by CONTRACTOR's insurer listing policies and extent of

coverage applicable to the Work.

Liens Claims, security interests, and encumbrances.

Modification (a) An amendment of the Contract Documents signed by both parties, (b) a

Change Order, or (c) Bulletin. A Modification may only be issued after the

Effective Date of the Contract.

Notice A written communication between the parties specifically called for by the

Contract Documents.

Notice of Award The Notice by OWNER to BIDDER that BIDDER has been awarded the Contract.

Notice of Termination Notice from OWNER to CONTRACTOR terminating services of the

CONTRACTOR.

Notice to Proceed A Notice by ENGINEER to CONTRACTOR fixing the date on which the Contract

Time will commence and on which CONTRACTOR shall start the Work.

OWNER The public body or authority, corporation, association, partnership, or individual

with whom CONTRACTOR has entered into the Contract and for whom the Work

is to be performed.

Partial Completion For the Work that is being constructed in phases, Partial Completion is

Substantial Completion of a defined portion of the Work. Partial Completion is reached whenever the defined portion of the Work is ready for use by OWNER. To be considered partially complete, use must not be prevented by other activities of CONTRACTOR. When use is delayed by factors that are beyond CONTRACTOR's control, the designated portion of the Work shall be considered

partially complete.

Partial Utilization Partial Utilization is placing a portion of the Work or facility in service for the

purpose for which it was intended or for a related use before reaching Partial

Completion or Substantial Completion.

Planholders of Record Parties recorded by ENGINEER as having received a copy of Contract

Documents and a separate set of Bid Documents and as making required

deposit therefor, under their own name.

Product Materials, systems, and equipment incorporated or to be incorporated in the

Work.

Product Data Catalog data, illustrations, standard schedules, performance charts, instructions,

and other information prepared by manufacturer or supplier.

Project Work and other related facilities of the OWNER.

Project Manual The volume or volumes containing the bidding information, schedules, equipment

uses, page-size details, and the Contract Documents for the Work except large

drawings and modifications.

Proposal The document which forms a portion of the Bid.

Provide Furnish and install.

Resident Project Representative 
The authorized representative of ENGINEER who is assigned to the Work site or

any part thereof.

## **SECTION 00 70 00**

Schedule of Values The breakdown of the Bid into component parts aggregating the total Bid.

Shop Drawings All drawings, diagrams, illustrations, schedules and other data specifically

prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate the equipment, material or some portion of the Work.

Site The location(s) where the Work is to performed.

Specifications Those portions of the Contract Documents consisting of technical descriptions of

materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative details applicable thereto, specifically Divisions

1 through 16.

Subcontractor An individual, firm, joint venture or corporation having a direct contract with

CONTRACTOR or with any other Subcontractor for the performance of a part of

the Work at the Site.

Substantial Completion The stage in construction when the Work can be utilized for the purposes for

which it was intended. At Substantial Completion, minor items and items that are seasonally restricted need not be completed, but the items that affect operational

integrity and function of the Work must be capable of continuous use.

Supplier Firm providing products to CONTRACTOR.

Surety A company which provides a Bond.

Work The entire completed construction and the various separately identified parts

thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating

Products into the construction as required by the Contract Documents.

## ARTICLE 2-PRELIMINARY MATTERS

## COPIES OF DOCUMENTS

2.1 OWNER will furnish CONTRACTOR up to 10 copies of the Contract Documents. Additional copies will be furnished, upon request, as ENGINEER determines are necessary for execution of the Work. Copies requested beyond these limits are available at the cost of reproduction.

## CONTRACTOR'S REPRESENTATION

2.2 By executing the Agreement, CONTRACTOR represents that CONTRACTOR has visited the Site and assumes full responsibility for being familiar with the nature and extent of the Contract Documents, Work, locality, local conditions and availability of manpower, materials and machinery that may in any manner affect the Work to be done, the Contract Price or the Contract Time.

## **CONTRACT TIME**

- 2.3 The Contract Time will commence on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence later than the later of 30 days after the time stipulated for Bids to remain firm or 30 days after the Effective Date of Contract.
- 2.4 The date of beginning and the Contract Time for completion of the Work are essential conditions of the Contract Documents. Time requirements are for the benefit of OWNER, CONTRACTOR and other Project Contractors.
- 2.5 CONTRACTOR shall proceed with the Work at a rate of progress to ensure completion within the stipulated Contract Time. It is expressly agreed by CONTRACTOR that the Contract Time is reasonable, taking into consideration the average climatic and economic conditions and the availability of manpower, products, and construction machinery prevailing at the locality of the Work.

### BEFORE STARTING THE WORK

- 2.6 CONTRACTOR shall carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. CONTRACTOR shall, within 48 hours, report to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover before proceeding with the Work.
- 2.7 CONTRACTOR shall submit to the ENGINEER:

Construction Schedules:

Schedule of Values: and

Schedule of Shop Drawings, Product Data and samples submittals.

2.8 A preconstruction meeting will be held to review the Construction Schedules, to establish procedures for handling Shop Drawings and other submissions and for processing payments, and to establish working relationships between the parties.

## STARTING THE WORK

- 2.9 CONTRACTOR shall start to perform the Work on the date when the Contract Time commences.
- 2.10 CONTRACTOR shall attend a progress meeting a minimum of once each month at a time and place designated by the ENGINEER.

## ARTICLE 3-CONTRACT DOCUMENTS INTENT

### **GENERAL**

- 3.1 It is the intent that the Contract Documents comprise the entire agreement between OWNER and CONTRACTOR and may be altered only by a Modification.
- 3.2 All communications between OWNER, CONTRACTOR, and ENGINEER intended to affect or modify any of the terms or obligations contained in the Contract Documents shall be in writing in order to be valid. Communications intended to affect or modify the Contract Documents include the following terms: claim, submission, notice, request, acceptance, report, objection, order, consent, advise, communicate, communications, certify, authorize, authorization, issue, or like terms.
- 3.3 No oral order, objection, claim or notice by OWNER, CONTRACTOR or ENGINEER shall affect or modify any of the terms or obligations contained in the Contract Documents.
- 3.4 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. In resolving conflicts, errors and discrepancies, the documents shall be given precedence in the order stipulated in the Agreement. Detailed drawings shall govern over general drawings. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which, so applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards or meanings.
- 3.5 The Contract Documents shall be governed by the law of the place of the Work.

## **REUSE OF DOCUMENTS**

3.6 Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents or copies thereof prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

### ARTICLE 4-LANDS AND CONTROLS

#### **GENERAL**

4.1 OWNER will, upon request, furnish to CONTRACTOR copies of all available boundary surveys and subsurface tests.

## **AVAILABILITY OF LANDS**

4.2 OWNER will furnish, not later than CONTRACTOR's Construction Schedule starting date, the lands or rights-of-way upon which or within which the Work is to be performed, rights-of-way for access thereto, and lands designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained by OWNER. CONTRACTOR shall obtain all additional lands and access required for temporary construction facilities and storage of materials and equipment.

## UNFORESEEN SUBSURFACE CONDITIONS

4.3 The underground conditions indicated in the Contract Documents represent the information available at the time of preparation and are not guaranteed as to accuracy or completeness. CONTRACTOR shall within 48 hours after discovery notify OWNER and ENGINEER of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. ENGINEER will investigate within 72 hours after Notice and, if warranted, advise OWNER to obtain additional investigations and tests. If said additional investigations and tests show subsurface or latent physical conditions to be materially different and which could not have reasonably been anticipated by CONTRACTOR, a Change Order will be issued incorporating the necessary revision.

### REFERENCE POINTS

- 4.4 CONTRACTOR shall be responsible for the preservation of established property corners, monuments, bench marks and similar reference points outside of the normal working area. CONTRACTOR shall report to ENGINEER whenever any reference point is lost, destroyed or requires relocation.
- 4.5 Replacement of reference points within the normal working area are the responsibility of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is in danger of being lost or destroyed or requires relocation.
- 4.6 Construction stakes will be provided by the OWNER to the extent as may be set forth in the Specifications.

## ARTICLE 5 - BONDS AND INSURANCE

## PERFORMANCE AND PAYMENT BONDS:

- 5.1 CONTRACTOR shall furnish separate Bonds as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. Each of these Bonds shall be in amounts at least equal to the Contract Price and in such form and with such Sureties as are acceptable to OWNER. Bond forms for the aforementioned securities are a part of the Contract Documents and CONTRACTOR shall ensure that each executed copy of the Bond form is complete and sealed.
  - A. Bonds shall be issued by a Surety named in U.S. Treasury Circular 570 licensed to conduct business in the state where the Work is located.
  - B. If the Surety on any Bond is declared bankrupt or becomes insolvent or its right to do business is terminated in the state where the Work is located, or it ceases to be listed as an acceptable Surety in U.S. Treasury Circular 570, CONTRACTOR shall, within 5 days thereafter, substitute another Bond from an acceptable Surety.

## CONTRACTOR'S LIABILITY INSURANCE

5.2 CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance from an insurance company authorized to write casualty insurance in the state where the Work is located and

shall provide protection from claims set forth below which may arise out of, or result from, CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- A. Claims under worker's compensation, disability benefits, and other similar employee benefits.
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees.
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees.
- D. Claims for damages insured by personal injury liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR or by any other person for any other reason.
- E. Claims for damages because of injury to, or destruction of, tangible property, including loss of use resulting therefrom.
- F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- 5.3 This insurance shall be written for the following minimum limits of liability and shall have an endorsement covering all CONTRACTOR'S obligations under the Contract Documents:
  - A. Worker's Compensation & Employer's Liability Insurance:

Worker's Compensation Statutory Employer's Liability \$500,000

B. Comprehensive General Liability (personal injury, bodily injury and property damage) - covering premises; underground, explosion and collapse hazard; products completed operations; independent contractors' property damage; personal injury and blanket broad form contractual liability.

General Aggregate \$2,000,000 Each Occurrence \$1,000,000

This Policy Must Include coverage for the liability assumed by the CONTRACTOR under the indemnity provisions of the Contract.

C. Automobile Liability Insurance (bodily injury and property damage) - covering all owned, hired and non-owned automobile equipment.

Combined Single Limit \$1,000,000

Coverage will also comply with all applicable automobile statutes and no-fault laws.

Comprehensive General Liability and Comprehensive Automobile Liability Insurance may be arranged under a single policy for the full limits required or a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

## OWNER'S LIABILITY INSURANCE

5.4 CONTRACTOR shall obtain Owner's Protective liability insurance in the name of OWNER and ENGINEER as agent for OWNER, with such provisions as will protect OWNER and ENGINEER from contingent liability under this Contract, and shall maintain and pay the premiums of such insurance. The amounts of coverage shall be the same as CONTRACTOR's liability insurance requirements in this Article.

### PROPERTY INSURANCE

- 5.5 CONTRACTOR shall purchase and maintain property insurance upon the Work to the full insurable value thereof. This insurance shall include the interests of OWNER, CONTRACTOR, and Subcontractors in the Work and shall insure against the perils of fire and include extended coverage and "all risk" coverage for physical loss and damage including theft, vandalism, and malicious mischief, collapse and water damage. Payment for losses, if any, shall be retained by OWNER as security for Contract and shall be released to CONTRACTOR in periodic payments as such Work progresses.
  - A. Any insured loss under the property insurance policies is to be adjusted with, and made payable to, OWNER as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause.
  - B. OWNER and CONTRACTOR waive all rights against each other and the Subcontractors and their agents and employees and against ENGINEER and separate contractors' agents and employees for damages caused by fire or other perils to the extent covered by this property insurance, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. CONTRACTOR shall require similar waivers by Subcontractors.
  - C. OWNER as trustee will have the power to adjust and settle any loss with the insurers unless one of the parties in interest shall object to OWNER's exercise of this power within 15 days after the occurrence of loss. If such objection be made, arbitrators shall be chosen by the American Arbitration Association. OWNER as trustee will, in that case, make settlement with the insurers in accordance with the direction of such arbitrators. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct the distribution.
  - D. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion, no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof from OWNER and consented by endorsement on the policy or policies. The property insurance shall not be canceled or lapse on account of any such use or occupancy.

## CERTIFICATE OF INSURANCE

- 5.6 Before commencing performance of Contract, CONTRACTOR shall furnish the OWNER with Certificates of Insurance evidencing:
  - A. Insurer(s) affording coverage, acceptable to the OWNER.
  - B. Effective and expiration dates of policies.
  - C. That the OWNER will be given 30 days written notice of any cancellation, non-renewal or material change in any policy.
  - D. That the Contractual Liability Endorsement has been included in Comprehensive General Liability policy.
  - E. Any deductibles and/or self-insured retentions.
  - F. Any exclusions to policies which are not part of the standard form.

### ARTICLE 6-CONTRACTOR'S RESPONSIBILITIES

## **GENERAL**

- 6.1 CONTRACTOR will issue communications relative to the Work, to OWNER through ENGINEER.
- 6.2 CONTRACTOR shall supervise and direct the Work competently, efficiently and with skill and attention required to complete the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

- CONTRACTOR shall be responsible for accurate compliance of the finished Work with the Contract Documents.
- 6.3 CONTRACTOR shall keep on the Work, at all times the Work is in progress, a competent superintendent who shall be replaced only under extraordinary circumstances with Notice to OWNER and ENGINEER. The superintendent shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be binding on CONTRACTOR.
- 6.4 CONTRACTOR shall provide notice to allow all utilities to locate their facilities prior to the performance of Work. The form and time of notice, the person(s) notified and all other issues related to notice to utilities which may be effected by the Work shall be in accordance with the laws and regulations of the state in which the Work is to be performed.
- Unless otherwise specified, restricted work times shall be as follows, except in the event of an emergency as defined in this Article: Sunday or holiday work will not be permitted; and, work will not be permitted from 8:00 p.m. to 7:00 a.m.

## LABOR, MATERIALS AND EQUIPMENT

- 6.6 CONTRACTOR shall provide competent, suitably qualified personnel to execute and complete the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site. ENGINEER may judge the competency and qualifications of personnel and, upon his written request to the CONTRACTOR, the CONTRACTOR shall cause the immediate dismissal from the Work of any personnel considered by ENGINEER to be incompetent and/or unqualified.
- 6.7 CONTRACTOR shall guarantee that he has available the quantities and quality of labor and supervision necessary to fulfill the CONTRACTOR'S obligations under the Contract Documents.
- 6.8 CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.
- 6.9 All Products shall be of good quality and new. When required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and installed equipment. CONTRACTOR shall submit to the ENGINEER Shop Drawings, Product Data and samples of Products to be incorporated in the Work.

## **SUBCONTRACTORS**

- 6.10 CONTRACTOR shall be fully responsible for all acts and omissions of Subcontractors and of persons directly or indirectly employed by them and persons for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and OWNER or ENGINEER or any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to CONTRACTOR for specific work done.
- 6.11 The Divisions and Sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating work to be performed by any specific trade.
- 6.12 All work performed for CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor, subject to the applicable terms and conditions of the Contract Documents.

## SUBSTITUTE PRODUCTS

6.13 Whenever Products are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, it is intended to establish the type, function and quality required. Unless the substitution is specifically prohibited, substitute

items may be accepted by ENGINEER. ENGINEER will be the sole judge of the acceptability of proposed substitutions. No substitution shall be ordered or installed without ENGINEER's prior acceptance. OWNER may require CONTRACTOR to furnish a special performance guarantee or other surety with respect to any substitute.

- A. During the bidding period, requests for substitutions may be given consideration by the ENGINEER, and if approved, an Addendum will be issued to incorporate the approved Product into the Contract Documents. Such requests must be received by the ENGINEER in ample time, not later than 10 days before bid due date, so that any necessary Addendum can be issued to all prospective BIDDERS before submission of the Bids.
- B. A request for substitution after award of the Contract shall be accepted from the CONTRACTOR only, shall be accompanied by manufacturer's data or other detailed description of the proposed Product and will be considered for one of the following reasons only:
  - Increased value to the OWNER.
  - 2. Decreased cost to the OWNER.
  - 3. Specified item not procurable.
- C. A request for a substitution constitutes a representation that the CONTRACTOR has investigated and determined that the proposed Product is equal to or superior in all respects to that specified.
- D. CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's consultants for evaluating accepted or rejected substitutes and for resulting changes in Drawings and Specifications.

### OWNER FURNISHED PRODUCTS:

- 6.14 When the Contract Documents stipulate that the OWNER will furnish Products to be incorporated in the Work, the CONTRACTOR'S responsibilities will be:
  - A. Designate the delivery for each Product in the Construction Schedule.
  - B. Review the Shop Drawings, Product Data and samples.
  - C. Submit to ENGINEER Notice of any discrepancies or problems anticipated in the use of the Product.
  - D. Receive and unload the Products at the Site.
  - Promptly inspect Products jointly with the OWNER, record shortages, and damaged or defective items.
  - F. Handle Products at the Site, including uncrating and storage.
  - G. Protect the Products from exposure to the elements and from damage.
  - H. Assemble, install, connect, and adjust the Products as stipulated in the Specifications.
  - I. Repair or replace items damaged by the CONTRACTOR.

## **PERMITS**

6.15 CONTRACTOR shall obtain all temporary permits required to complete the Work. Application and inspection fees associated with temporary permits shall be paid by the CONTRACTOR.

## **USE OF PREMISES**

6.16 CONTRACTOR shall confine Work operations to the Site and other designated areas. All disturbed areas shall be restored to equal to or better than original condition.

6.17 Material and equipment storage areas on Site shall be established and maintained in a manner that will not disrupt or impair the use of the Site.

#### PATENT FEES AND ROYALTIES

6.18 CONTRACTOR shall pay license fees, royalties and costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights in connection with the Work. OWNER will pay for processes involved in the operation of the completed facilities.

## SAFETY AND PROTECTION

- 6.19 CONTRACTOR shall be responsible for initiating, maintaining and supervising safety programs in connection with the Work. CONTRACTOR shall take precautions and provide protection to prevent damage, injury or loss to:
  - A. Employees on the Work and other persons who may be affected thereby;
  - B. The Work and Products to be incorporated therein, whether in storage on or off the site; and
  - C. Other property at the Site or adjacent thereto, both above and below ground, not designated for removal, relocation or replacement. CONTRACTOR shall erect and maintain necessary safeguards for safety and protection of property and shall notify owners of adjacent utilities when prosecution of the Work may affect them. CONTRACTOR shall be responsible for costs associated with all damage, injury or loss.
- 6.20 CONTRACTOR shall designate a superintendent at the site as safety officer, whose duty shall be the prevention of accidents.
- 6.21 Damage, injury or loss to property referred to in this Article caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor and anyone directly or indirectly employed by any of them and anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR at CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until the Work is completed and ENGINEER has issued the Certificate of Completion.

## LAWS AND REGULATIONS

- 6.22 CONTRACTOR shall comply with all laws, ordinances, rules, regulations and orders of public bodies applicable to the Work.
- 6.23 When the CONTRACTOR becomes aware that the Contract Documents, or any requirements thereof, are at variance to laws and regulations, CONTRACTOR shall promptly serve written Notice to the ENGINEER. Any alterations required to bring the Work in compliance will be made by Modification.
- 6.24 When the CONTRACTOR is aware that the Contract Documents, or any requirements thereof, are at variance to laws and regulations and performs any of the Work contrary to laws and regulations without Notice to the ENGINEER, all costs incurred in correcting the Work shall be borne by the CONTRACTOR.

## HAZARDOUS MATERIALS

In the event CONTRACTOR discovers on the Site unexpected regulated hazardous materials, including without limitation, inorganics, organics and asbestos, CONTRACTOR shall immediately give Notice to ENGINEER and request a determination of how to proceed. In the event CONTRACTOR releases, under any circumstances, regulated hazardous materials on the Site, CONTRACTOR shall immediately give Notice to ENGINEER, take emergency action as appropriate and, following approval by ENGINEER of CONTRACTOR'S proposed plan of remediation, CONTRACTOR shall remediate said release at CONTRACTOR'S expense, all in compliance with all applicable laws and regulations.

## **EMERGENCIES**

6.26 In emergencies affecting the safety of persons, the Work or adjacent property, CONTRACTOR, without authorization from ENGINEER or OWNER, is obligated to act, at CONTRACTOR's discretion, to prevent

## **SECTION 00 70 00**

threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt Notice of the emergency action taken, and any significant changes in the Work or deviations from the Contract Documents caused thereby.

## **INDEMNIFICATION**

- 6.27 CONTRACTOR shall indemnify, defend and hold harmless OWNER and ENGINEER, their consultants, agents and employees, from and against claims, damages, losses, attorney's fees, and expenses arising out of, or resulting from, the performance of the Work, provided that any such claim, damage, loss or expense:
  - A. is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property other than the Work itself, including the loss of use resulting therefrom; and
  - B. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 6.28 In all claims against OWNER or ENGINEER or their agents or employees, by any employee of CONTRACTOR or Subcontractors or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by the amount or type of damages, compensation or benefits under workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- 6.29 The indemnification obligation of CONTRACTOR shall not extend to the liability of ENGINEER, agents or employees arising out of the preparation or approval of maps, Drawings, reports, surveys, Change Orders, designs or Specifications.

## **ARTICLE 7-WORK BY OTHERS**

- 7.1 OWNER may perform or may contract with others to do additional work related to the Project. CONTRACTOR shall afford others a reasonable opportunity to perform work as well as to store materials and equipment on Site and shall properly integrate and coordinate CONTRACTOR's work with others. CONTRACTOR shall coordinate and cooperate with contractors working in the area for other owners or jurisdictions.
- 7.2 If any part of CONTRACTOR's work depends for proper execution or results upon the work of other contractors, other owners, or OWNER, CONTRACTOR shall inspect and promptly report to ENGINEER any defects or deficiencies in such work. CONTRACTOR's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's work.
- 7.3 Additional Work resulting from other contracts, or work by OWNER not noted in the Contract Documents will be added by Change Order.

## **ARTICLE 8-OWNER'S RESPONSIBILITIES**

### **GENERAL**

- 8.1 OWNER will issue all communications to the CONTRACTOR through the ENGINEER.
- 8.2 In case of termination of the employment of ENGINEER, OWNER will appoint an engineer against whom CONTRACTOR makes no substantial objections, whose status under the Contract Documents will be that of the former ENGINEER.
- 8.3 OWNER will furnish the data required under the Contract Documents promptly and will make payments to CONTRACTOR promptly.

### **OWNER FURNISHED PRODUCTS**

- 8.4 When the Contract Documents stipulate that the OWNER will furnish Products to be incorporated in the Work, the OWNER'S responsibilities will be:
  - A. Arrange for and deliver the necessary Shop Drawings, Product Data, and samples to the CONTRACTOR.
  - B. Arrange and pay for delivery of the Products to the Site in accordance with the Construction Schedule.
  - C. Deliver supplier's bill of materials to the CONTRACTOR.
  - D. Inspect deliveries jointly with the CONTRACTOR.
  - E. Submit claims for transportation damage.

## **ARTICLE 9-ENGINEER'S STATUS**

#### OWNER'S REPRESENTATIVE

- 9.1 ENGINEER will be OWNER'S representative during the bidding and construction period. Communications between the OWNER and the CONTRACTOR, or claimant, will be directed through the ENGINEER. The duties, responsibilities and limitations of authority of ENGINEER as OWNER's representative during the bidding and construction are set forth in these Contract Documents and shall be modified only with consent of OWNER and ENGINEER.
- 9.2 ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.
- 9.3. ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

#### VISITS TO SITE

9.4 ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

## **CLARIFICATIONS AND INTERPRETATIONS**

9.5 ENGINEER may issue clarifications or interpretations consistent with, or inferable from, the intent of the Contract Documents.

## SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

9.6 ENGINEER shall review Shop Drawings, Product Data and samples of Products submitted by the CONTRACTOR.

## REJECTING DEFECTIVE WORK

9.7 ENGINEER will have authority to disapprove of or reject Defective Work. ENGINEER will also have authority to require special inspection or testing of Work whether or not the Work is fabricated, installed or completed.

### SITE REPRESENTATIVE

9.8 ENGINEER will furnish a Resident Project Representative, who may have one or more assistants, to aid OWNER and ENGINEER in carrying out their responsibilities at the Site. The duties, responsibilities and authority of the Resident Project Representative are set forth in Article 18 of these General Conditions.

### **DECISIONS ON DISAGREEMENT**

- 9.9 ENGINEER will be initial interpreter of the requirements of Contract Documents and judge of acceptability of the Work. Claims, disputes, and other matters pertaining to bidding, execution and progress of the Work shall be referred initially to ENGINEER with a request for an informal meeting and a formal decision. Notice of each such claim, dispute and other matter shall be delivered by claimant to ENGINEER and other party within 15 days of occurrence of the event giving rise thereto. Additional supporting data shall be supplied within 30 days of occurrence. ENGINEER's written decision will be rendered within 40 days after the occurrence. In ENGINEER's capacity as interpreter and judge, ENGINEER will be impartial to OWNER, CONTRACTOR or claimant and will not be liable for any decision rendered in good faith.
- 9.10 The rendering of a decision by ENGINEER with respect to any such claim, dispute or other matter, will be a condition precedent to arbitration under these General Conditions. The ENGINEER's decision shall become final and binding on the parties 30 days after the decision is rendered unless deferred by an arbitration request, litigation or administrative appeal (if applicable) is filed by either party within the 30-day period. Lawsuits shall be brought in Kent County.
- No decision made by ENGINEER in good faith, either to exercise or not to exercise authority under this 9.11 Article shall give rise to any duty, liability or responsibility of ENGINEER to claimant, CONTRACTOR, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

## ARTICLE 10-CHANGES IN THE WORK

- Without invalidating the Contract, OWNER may, at any time, order additions, deletions or revisions in the 10.1 Work by Change Orders. Upon receipt of an executed Change Order, CONTRACTOR shall proceed with the Work involved.
- 10.2 ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These changes will be authorized by a Bulletin and will be binding upon OWNER and CONTRACTOR.
- Additional work performed by CONTRACTOR without authorization of a Change Order will not entitle 10.3 CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except as set forth in these General Conditions.
- 10.4 OWNER shall execute appropriate Change Orders recommended by ENGINEER as set forth in these General Conditions.
- 10.5 It shall be CONTRACTOR's responsibility to notify Surety of any changes affecting the general scope of the Work or change in the Contract Price or Time. The amount of the applicable Bonds shall be adjusted accordingly.

## ARTICLE 11-CHANGE OF CONTRACT PRICE

### **GENERAL**

- The Contract Price constitutes the total compensation payable for performing all duties, responsibilities and 11.1 obligations assigned to or undertaken by CONTRACTOR, and includes all taxes payable by CONTRACTOR as a result of the Work.
- The Contract Price shall only be changed by a Change Order. Claims for a change in the Contract Price 11.2 shall be submitted, with supporting data, to ENGINEER within 15 days of the occurrence of the event giving rise to the claim.

- 11.3 Claims for extra compensation shall not be made by CONTRACTOR for reasonable delays:
  - A. caused by the work of other Project contractors or subcontractors.
  - due to the failure of OWNER to perform any obligations required of OWNER under these Contract Documents.
- 11.4 Value of the Work covered by a Change Order shall be determined by one of the following methods:
  - where the Work is covered by Contract unit prices by application of unit prices to the items involved.
  - B. by mutual acceptance of a lump sum.
  - C. on the basis of the cost of the Work, plus overhead and profit, but only in the event OWNER and CONTRACTOR cannot agree on one of the above methods.

## **COST-PLUS WORK**

- 11.5 Cost-plus work means cost of the Work plus a fee. Cost of the Work means the sum of all costs incurred and paid by CONTRACTOR in the performance of cost-plus work. Such costs shall be in amounts no higher than those prevailing in the locality of the Work. Cost of the Work shall only include:
  - A. payroll costs for employees including superintendents and foremen at the Site in the direct employ of CONTRACTOR under schedules of job classifications. Payroll costs shall include, but not be limited to, salaries and wages, social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay.
  - B. cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation, storage and manufacturers' field services.
  - C. rentals of all construction equipment, machinery and accessories, and costs of transportation, loading, unloading, installation, dismantling and removal. Rental rates shall not exceed rates listed in the "Rental Rate Blue Book for Construction Equipment" published by Equipment Guide Book Company. Rates allowed will be based on the most economical time unit. The rental determined by multiplying the rate (e.g., hourly, daily, weekly, etc.) by the period of use shall not exceed the rental determined by applying the next highest rate (e.g., for this purpose the daily rate would be "higher" than the hourly rate, etc.) to the corresponding period of use.
  - D. fees of special consultants.
  - E. cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, hand tools, office and temporary facilities at the Site.
  - F. transportation, travel and subsistence expenses.
  - G. sales, use or similar taxes imposed by any governmental authority.
  - H. unavoidable deposit losses, royalty payments, and fees for permits and licenses, and losses and damages to the Work not compensated by insurance.
  - the cost of utilities, fuel, telegrams, long distance telephone calls, and expressage.
- 11.6 Cost of the Work shall not include:
  - A. compensation for CONTRACTOR's officers, executives, principals, managers, professionals, clerks and other personnel, whether at the Site or office.

- B. any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.
- C. cost due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective Work or damage to the property, disposal of materials or equipment wrongly supplied.
- D. other overhead or general expense costs.
- 11.7 The fee allowed to the CONTRACTOR for overhead and profit shall be 10 percent of the cost of the Work; except for payments to Subcontractors in which case the fee shall be 5 percent.
- 11.8 Payments to Subcontractors will be determined in the same manner as CONTRACTOR's cost of the Work. The fee allowed to the Subcontractors for overhead and profit shall be 10 percent.
- The amount of credit to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease, exclusive of any fee for overhead and profit. When both additions and credits are involved in any one change, the overhead and profit shall be based on the net increase in the Work.
- 11.10 CONTRACTOR shall submit daily cost reports of cost-plus work to the ENGINEER.

## ARTICLE 12-CHANGE OF THE CONTRACT TIME

- 12.1 The Contract Time may only be altered by a Change Order. Claim for a change of Contract Time shall be delivered to OWNER and ENGINEER within 15 days of the event giving rise to the claim. Adjustment in the Contract Time will be determined by ENGINEER.
- 12.2 The Contract Time will be extended in an amount equal to time lost due to unreasonable time delays beyond control of CONTRACTOR. Reasons for such delays shall be restricted to fires, labor disputes, epidemics, abnormal weather conditions, and Acts of God. In addition Contract Time may be extended for unreasonable time delays:
  - A. caused solely by work of other Project contractors or subcontractors
  - due to failure of OWNER to perform any obligations required of OWNER under these Contract Documents.

## ARTICLE 13-WARRANTY, TESTS AND DEFECTIVE WORK

## WARRANTY AND GUARANTEE

- 13.1 CONTRACTOR warrants and guarantees to OWNER and ENGINEER that materials and equipment shall be new and that Work shall be of good quality and free from faults or defects and in accordance with requirements of the Contract Documents. Prompt Notice of any defects will be given to CONTRACTOR.
- 13.2 CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by monthly estimates, passes automatically to OWNER at the time of payment, free and clear of all liens.

## **TESTS AND INSPECTIONS**

13.3 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested, or approved by someone other than CONTRACTOR, CONTRACTOR shall give ENGINEER timely notice of readiness therefore. Such tests shall be in accordance with the methods prescribed by the applicable organization or the Contract Documents. All certification fees, testing laboratory fees, and inspection fees of said public authorities will be paid by CONTRACTOR. Inspection coordination is the responsibility of the CONTRACTOR, unless otherwise indicated in the Contract Documents.

- 13.4 Neither observations by ENGINEER nor inspections, tests or approvals by persons other than CONTRACTOR shall relieve CONTRACTOR from obligations to perform the Work required by the Contract Documents, laws, ordinances, rules, regulations or orders of public authority having jurisdiction.
- 13.5 When inspection readiness is declared by the CONTRACTOR and the inspection proves unsuccessful, all costs for the inspection shall be borne by the CONTRACTOR.

### ACCESS TO THE WORK

13.6 ENGINEER, his representatives, and representatives of OWNER shall at all times have access to the Work. CONTRACTOR shall provide proper facilities for access, observation of the Work, and for any inspection or testing by manufacturers, suppliers, material men, and other parties as authorized by OWNER.

#### **UNCOVERING WORK**

- 13.7 If Work requiring inspection, testing or approval is covered either without ENGINEER's written approval where required, or contrary to ENGINEER's specific request, the Work shall, if requested by ENGINEER, be uncovered for observation and replaced at CONTRACTOR's expense.
- 13.8 If ENGINEER considers it necessary or advisable that covered Work be inspected or tested, other than as outlined under the previous paragraph, CONTRACTOR, at ENGINEER's request, shall uncover and expose that portion of the Work. If the Work is defective, CONTRACTOR shall bear all the expenses of satisfactory repair and reconstruction, including compensation for additional engineering services resulting therefrom. If such Work is not found to be defective, CONTRACTOR shall be allowed an increase in Contract Price, an extension of Contract Time, or both, directly attributable to such uncovering and reconstruction.

### **CUTTING AND PATCHING**

13.9 CONTRACTOR shall be responsible for all cutting, fitting and patching required to complete the Work, to make its several parts fit together properly, or to uncover portions of the Work to provide for installation of ill-timed Work. CONTRACTOR shall not cut or alter any part of the Work or the work of another Contractor or Subcontractor without written approval of the ENGINEER. In no case shall the CONTRACTOR endanger any portion of the Work by cutting or altering any part of it.

## CORRECTION OR REMOVAL OF DEFECTIVE WORK

13.10 CONTRACTOR shall promptly, as specified by ENGINEER, either correct any Defective Work or remove it from the Site and replace it with acceptable Work. If CONTRACTOR does not correct or remove and replace such Defective Work within a reasonable time, OWNER may have the deficiency corrected or the Defective Work removed and replaced by others. All direct and indirect costs of such correction or removal, and replacement, including compensation for additional engineering services, shall be paid by CONTRACTOR in an amount as verified by ENGINEER. CONTRACTOR shall also repair all Work of others destroyed or damaged by replacement of CONTRACTOR's Defective Work.

### ONE YEAR CORRECTION PERIOD

13.11 Prior to the expiration of one year after the date of Certificate of Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, CONTRACTOR shall promptly correct identified Defective Work or remove it from the Site and replace it with acceptable Work. If CONTRACTOR does not promptly comply, OWNER's rights to correction will be the same as for Defective Work in this Article. Repairs and replacements made under this paragraph shall bear an additional 12-month correction period dated from the acceptance of repair and replacement.

### ACCEPTANCE OF DEFECTIVE WORK

13.12 If OWNER prefers to accept Defective Work, an appropriate reduction in the Contract Price will be made. If the acceptance occurs after final payment, an appropriate amount, as determined by ENGINEER, shall be paid by CONTRACTOR to OWNER.

### OWNER'S RIGHT TO DO WORK:

13.13 If CONTRACTOR should neglect to prosecute the Work properly and diligently, or fail to perform any provision of this Contract, including requirements of the Construction Schedule, OWNER, after three (3) days Notice to CONTRACTOR and his Surety may, without prejudice to any other remedy that OWNER may have, correct and remedy any such deficiency. Direct and indirect costs of OWNER, including compensation for additional engineering services, shall be verified by ENGINEER and an appropriate reduction in the Contract Price will be made. If the payments due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to OWNER.

#### ARTICLE 14-PAYMENTS AND COMPLETION

#### PROGRESS PAYMENTS AND RETAINAGES

- 14.1 As a condition precedent to the first progress payment, CONTRACTOR shall submit a Construction Schedule and Schedule of Values.
- 14.2 Monthly, CONTRACTOR will prepare a payment request covering Work completed to date supported by such data as ENGINEER may reasonably request from CONTRACTOR.
- 14.3 The monthly payment requests shall not include Products not incorporated in the Work unless specifically requested by CONTRACTOR and approved by OWNER subject to the following mandatory conditions:
  - A. the Products have been specifically manufactured for the Work;
  - B. the Products have been delivered and suitably stored at the Site or at another location agreed to; and
  - C. CONTRACTOR has furnished supporting data, satisfactory to OWNER, that establishes OWNER's title to the Products, free of any Liens or other encumbrances, and protects OWNER's interest therein, including applicable insurance.
- 14.4 Monthly progress payments and retainage shall conform to the following, provided CONTRACTOR'S progress is in accordance with the approved Construction Schedule and the conditions for payment as set forth in this Article.
  - A. Progress payments covering the first 50 percent of the Work shall be 90 percent of the progress period Work completed and 75 percent of the Products furnished and not incorporated in the Work, but specifically authorized by the OWNER.
  - B. Progress payments covering the final 50 percent of the Work, at the discretion of the OWNER, may be increased to 100 percent of the progress period Work completed and 75 percent of Products furnished and not incorporated in the Work, but specifically authorized by the OWNER.
  - C. All payments to the CONTRACTOR by the OWNER, including retainage, shall be in accordance with all laws and regulations applicable to these activities in the state in which the Work is performed.

## APPROVAL OF PAYMENT

- 14.5 CONTRACTOR will prepare monthly payment requests and present them to ENGINEER for recommendation to the OWNER. ENGINEER shall complete review of such requests, make adjustments as deemed appropriate, and forward to the OWNER within ten (10) days of receipt from the CONTRACTOR.
- ENGINEER'S submittal and recommendation of any payment request shall constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of Work in progress as an experienced qualified professional, that the Work has progressed to the point indicated; that, to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that CONTRACTOR is entitled to payment. However, by recommending payment, ENGINEER shall not thereby be deemed to have represented that ENGINEER made exhaustive or continuous on-site inspections

to check the quality or the quantity of the Work, or that ENGINEER has reviewed the means, methods, techniques, sequences, and procedures of construction or that ENGINEER has made any examination to ascertain how or for what purpose CONTRACTOR has used the moneys paid or to be paid to CONTRACTOR or that title to any Work, materials, or equipment has passed to OWNER free and clear of any liens.

14.7 OWNER will make payment to CONTRACTOR on monthly requests within 30 days of ENGINEER'S presentation to OWNER.

### **PAYMENT WITHHELD**

- 14.8 ENGINEER may not recommend any payment or may nullify any payment previously recommended, to such extent as may be necessary to protect OWNER from loss because:
  - A. Work is defective or completed Work has been damaged requiring correction or replacement.
  - written claims have been made against OWNER or liens have been filed in connection with the Work.
  - C. Contract Price has been reduced by Modifications.
  - CONTRACTOR has failed to file receipts for payment of equipment and materials not incorporated in the Work.
  - E. OWNER has been required to correct Defective Work or complete neglected Work.
  - F. unsatisfactory prosecution of the Work, including failure to clean-up or failure to perform testing as required by the Contract Documents.

## PARTIAL UTILIZATION

- 14.9 OWNER shall have the right to take possession of, and use any completed or partially completed portions of the Work prior to completion. The OWNER's possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. Unless otherwise called for in the Contract Documents, CONTRACTOR will be reimbursed for any extra costs or provide an extension of Contract Time for any delays or both which result from Partial Utilization of Work. Special insurance coverage, if required, shall be provided by the OWNER. Upon receipt of a request from OWNER to utilize a portion of the Work, ENGINEER shall:
  - A. make an inspection and shall prepare a list of items of incompleted and Defective Work remaining for the portion of the Work to be utilized.
  - B. determine if any extra compensation or time extension is due the CONTRACTOR due to the OWNER'S Partial Utilization of the Work.

## SUBSTANTIAL COMPLETION

14.10 When ENGINEER considers that the Work has been substantially but not entirely completed, and full completion thereof is materially delayed through no fault of CONTRACTOR, ENGINEER will issue a Certification of Substantial Completion. Liquidated damages for that portion of Work will not be assessed beyond the date of Substantial Completion.

### PAYMENT FOR SUBSTANTIAL COMPLETION

14.11 OWNER will, upon Certificate of Substantial Completion by ENGINEER and without terminating the Contract, make payment of the balance due for Work fully completed and accepted. Consent of the Surety shall be submitted by CONTRACTOR to ENGINEER prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

### NOTIFICATION OF COMPLETION

14.12 When CONTRACTOR considers the Work required in the performance of this Contract to be complete and ready for final inspection, CONTRACTOR shall provide Notice to the ENGINEER.

## FINAL INSPECTION

14.13 CONTRACTOR shall serve Notice of completion on ENGINEER who will, within 7 days, schedule the final inspection with OWNER and CONTRACTOR, and will notify CONTRACTOR of incomplete and Defective Work. CONTRACTOR shall remedy such defects immediately and again submit a Notice of completion. Questions regarding quantities for payment will be measured jointly by the CONTRACTOR and ENGINEER.

#### FINAL PAYMENT

14.14 After CONTRACTOR has remedied all incomplete and Defective Work and delivered documents required by the Contract Documents, CONTRACTOR will prepare a request for final payment. CONTRACTOR shall furnish an executed Affidavit of Completion, in the form set forth in Article 19 of these General Conditions, including consent of the Surety to final payment. In lieu thereof, CONTRACTOR may furnish a Bond satisfactory to OWNER to indemnify OWNER against any lien.

#### APPROVAL OF FINAL PAYMENT

14.15 If ENGINEER is satisfied that the Work has been completed, and has received CONTRACTOR's Affidavit of Completion, ENGINEER will, within 10 days, issue the Certificate of Completion and present a recommendation for final payment to the OWNER for approval and payment. If said documentation is satisfactory in form and substance, OWNER shall pay CONTRACTOR within 30 days of receipt thereof.

#### CONTRACTOR'S CONTINUING OBLIGATION

- 14.16 The CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents shall be absolute. Recommendation of any progress or final payment by ENGINEER, issuance of a Certificate of Substantial Completion, any payment by OWNER to CONTRACTOR, any use or occupancy of the Work or any part thereof by OWNER, any act of acceptance by OWNER or any failure to do so, or any correction of Defective Work by OWNER shall not constitute an acceptance of Work contrary to the Contract Documents.
- 14.17 The duties and obligations imposed on CONTRACTOR by these General Conditions, and the rights and remedies available hereunder, and the rights and remedies available to OWNER and ENGINEER hereunder, shall be in addition to, and not a limitation of, any otherwise imposed or available by law, by special guarantee, or other provisions of the Contract Documents.

## WAIVER OF CLAIMS

- 14.18 The making and acceptance of final payment shall constitute:
  - A. a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from Defective Work appearing after final inspection pursuant to this Article or from failure to comply with the Contract Documents. However, it shall not constitute a waiver by OWNER of any rights with respect to CONTRACTOR's continuing obligations under the Contract Documents; and
  - B. A waiver of all claims by CONTRACTOR against OWNER, except those claims under negotiation, arbitration, or litigation.
- 14.19 CONTRACTOR'S refusal to accept the final payment as tendered by OWNER shall constitute a waiver of any right to interest thereon.

## LIQUIDATED DAMAGES

14.20 OWNER will deduct the amount of any liquidated damages and expenses, calculated in accordance with the Agreement, from moneys due or to become due to CONTRACTOR. If such amount exceeds such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER.

### ARTICLE 15-SUSPENSION AND TERMINATION

#### WORK SUSPENSION

- 15.1 OWNER may order CONTRACTOR to suspend the Work, or any portion thereof, until the reason for such suspension has been eliminated; however, this right shall not give rise to any duty by OWNER to exercise this right for the benefit of CONTRACTOR or any other party.
- 15.2 OWNER may suspend the Work for the following reasons:
  - Defective Work.
  - B. CONTRACTOR fails to supply sufficient skilled workmen or suitable Products.
  - C. CONTRACTOR fails to make prompt payments to Subcontractors or for labor or Products.
  - D. CONTRACTOR fails to maintain proper insurance, bonds, licenses, or federal, state, or local permits.

#### OWNER TERMINATION OF WORK

- 15.3 Upon the occurrence of any one or more of the following events OWNER may, after giving CONTRACTOR and Surety 10 days written Notice of Termination, terminate the services of the CONTRACTOR.
  - A. CONTRACTOR fails to initiate and diligently proceed with the Work.
  - B. CONTRACTOR is adjudged bankrupt or insolvent.
  - C. CONTRACTOR makes a general assignment for the benefit of creditors.
  - D. a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property.
  - E. CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws.
  - F. CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable Products.
  - G. CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor or Products.
  - H. CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction.
  - I. CONTRACTOR disregards the authority of the ENGINEER.
  - J. CONTRACTOR otherwise violates any provisions of the Contract Documents.

## OWNER COMPLETION OF WORK ON TERMINATION:

15.4 If the Surety does not resume performance of the Work within 10 days after Notice of Termination is received from OWNER, OWNER shall have the absolute right to complete the Work in the most expeditious manner and shall have the right to exclude CONTRACTOR from the Site and take possession of the Work and of all CONTRACTOR's tools, appliances, equipment and machinery at the Site and use the same without liability to CONTRACTOR for trespass or conversion. OWNER may incorporate in the Work all Products for which OWNER has paid CONTRACTOR but which are stored elsewhere. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the balance due to CONTRACTOR at the time of termination exceeds the direct and indirect costs of completing the Work, including compensation for additional engineering services, attorney's fees, technical services and administrative costs, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be

## **SECTION 00 70 00**

verified by ENGINEER and incorporated in a Change Order, but in finishing the Work OWNER shall not be required to obtain the lowest cost for the remaining portion of the Work performed.

#### OWNER'S ADDITIONAL TERMINATION RIGHTS

15.5 Where CONTRACTOR's services have been terminated by OWNER, said termination shall not affect any rights of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention due or payment of money by OWNER to CONTRACTOR shall not release CONTRACTOR from liability.

## OWNER'S TERMINATION FOR CONVENIENCE

15.6 Upon 10 days' written Notice to CONTRACTOR, Surety and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract. In such case, CONTRACTOR will be paid for Work executed and expense sustained plus a reasonable profit.

### CONTRACTOR'S CONTINUING WORK DURING DISPUTES

15.7 CONTRACTOR shall carry on the Work and maintain the Construction Schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and OWNER may otherwise agree.

#### CONTRACTOR MAY STOP WORK OR TERMINATE

15.8 If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than 90 days by the OWNER or by an order of court or other public authority, or OWNER fails to pay CONTRACTOR any sum recommended by ENGINEER within 90 days of its presentation, then CONTRACTOR may, upon 10 days' written Notice to OWNER, terminate this Contract and recover from OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In lieu of terminating the Contract, CONTRACTOR may, upon 10 days' notice to OWNER, stop the Work until CONTRACTOR has been paid amounts then due.

## **ARTICLE 16-ARBITRATION**

- In the event that a claim, dispute or other question arises relating to the Contract Documents, except claims which have been waived by the making or acceptance of final payment or claims not subject to arbitration under applicable law, OWNER and CONTRACTOR may, by mutual agreement, submit the claim, dispute or matter to arbitration. In the event the parties agree to arbitration, the right to proceed to arbitration shall be subject to the terms and conditions in this Article.
- The parties must agree on the specific claims, disputes or matters to be arbitrated. The written arbitration submission shall state the nature and circumstances surrounding the claim or dispute, state the amount claimed or relief sought, and the specific supporting provisions relied upon in the Contract Documents. The scope of the arbitration shall be strictly limited to matters defined in the arbitration submission.
- 16.3 Once the arbitration submission has been signed by both parties, it shall be submitted to the American Arbitration Association which shall proceed to process the case in accordance with the Construction Industry Arbitration Rules, except to the extent that the same have been modified by this Article and the arbitration submission.
- The arbitration panel shall consist of one Professional Engineer or Architect, one Contractor, and one Attorney selected in accordance with the applicable rules of the American Arbitration Association. In lieu of the appointment of an Arbitration Panel to settle an existing claim or dispute, OWNER and CONTRACTOR may agree upon a permanent arbitrator or Arbitration Panel to decide all claims, disputes, and other matters relating to the Contract Documents.
- The arbitrator or Arbitration Panel shall apply the terms and conditions of the Contract Documents to the claim, dispute or matter submitted to it and shall base its decision on said Contract Documents.
- 16.6 The arbitrator's or Arbitration Panel's decision shall be set forth in writing, shall state the decision on each claim, dispute or matter submitted, and the reason for each decision.

- Once a written arbitration submission has been executed, the agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The arbitration award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in any court having jurisdiction thereof.
- During the pendency of the arbitration proceedings, CONTRACTOR covenants and agrees that CONTRACTOR shall continue to proceed with the Work required pursuant to the Contract Documents. In the event that CONTRACTOR is terminated by OWNER at any time prior to the issuance of the arbitrator's or Arbitration Panel's written decision, or if CONTRACTOR fails to proceed with the Work during the pendency of the arbitration proceedings, OWNER shall be entitled to obtain a court order enjoining the continuance of said arbitration proceedings by reason of such action.

## **ARTICLE 17-MISCELLANEOUS**

- 17.1 Whenever any provision of the Contract Documents requires the giving of Notice, it shall be deemed to have been validly given, if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if sent by certified mail or commercial carrier, with provision for receipt acknowledgement, to the last business address known to party who gives the Notice. Notice may also be made by facsimile transmission. In such case, Notice will be deemed received when the transmission is made. The party making such facsimile transmissions shall also forward a copy of such Notice by regular mail.
- 17.2 If any section, paragraph, clause or provision of the Contract Documents shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of the Contract Documents. The Article and paragraph headings in the Contract Documents are furnished for convenience of reference only and shall not be considered to be a part of the Contract Documents.

## ARTICLE 18-RESIDENT PROJECT REPRESENTATIVE

## **GENERAL**

18.1 Resident Project Representative is ENGINEER's Agent under the supervision of ENGINEER in matters pertaining to the on-site Work. Dealings with Subcontractors shall be through, or with knowledge of, CONTRACTOR.

## **DUTIES AND RESPONSIBILITIES**

- 18.2 Resident Project Representative will:
  - A. Review the Construction Schedule, schedule of Shop Drawing submissions, and Schedule of Values prepared by CONTRACTOR, and consult with ENGINEER concerning their acceptability.
  - B. Attend preconstruction conferences, progress meetings, and other job conferences; chair meetings and maintain and circulate copies of minutes and notices thereof.
  - C. Serve as ENGINEER's liaison with CONTRACTOR, principally through with CONTRACTOR's Superintendent. Assist ENGINEER as OWNER's liaison when CONTRACTOR's operations affect OWNER's on-site operations.
  - Assist ENGINEER in obtaining from OWNER additional details or information when required for proper execution of the Work.
  - E. Receive Shop Drawings, Product Data and samples, submittals, and receive samples delivered at the site for ENGINEER's examination.
  - F. Advise ENGINEER and CONTRACTOR immediately of the commencement of any Work requiring a Shop Drawing of sample submission if the submission has not been approved by ENGINEER.
  - G. Conduct on-site observations of the Work to assist ENGINEER in determining compliance with the Contract Documents.

- H. Report to ENGINEER whenever it appears that any portion of the Work does not conform to the Contract Documents or has been damaged prior to final payment; and advise ENGINEER when it appears any portion of the Work should be uncovered for observation or requires special testing, inspection or approval.
- I. Verify that required tests, equipment and systems startups, and operating and maintenance instructions are conducted in the presence of required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to ENGINEER details of test procedures, startups, inspections, and operating and maintenance instructions.
- J. Accompany inspectors representing public or other agencies having jurisdiction on the Project; record and report to ENGINEER on the outcome of these inspections.
- K. Transmit to CONTRACTOR, ENGINEER's clarifications and interpretations of the Contract Documents.
- L. Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.
- M. Maintain at the Site orderly files for correspondence, reports of job conferences, Shop Drawings, Product Data and samples submissions, reproductions of original Contract Documents, including all Addenda, Change Orders, additional Drawings, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- N. Maintain a log book, recording hours on the Site, weather conditions, data relative to extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, and general and specific observations of test procedures.
- O. Furnish ENGINEER periodic reports of progress of the Work and its relationship with the approved Construction Schedule and schedule of Shop Drawing submissions.
- P. Consult with ENGINEER relative to scheduled major tests, inspections or start of critical phases of the Work.
- Q. Report accidents immediately to ENGINEER.
- R. Review applications for payment with CONTRACTOR and forward them with recommendations to ENGINEER, noting relation to the Schedule of Values, Work completed, and payment for materials and equipment not incorporated in the Work.
- S. During the course of the Work, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and that this material is delivered to ENGINEER for review and forwarding to OWNER prior to final acceptance of the Work.
- T. Prior to, and as a condition of, recommending to ENGINEER issuance of a Certificate of Substantial Completion, Resident Project Representative will:
  - 1. Prepare a list of incomplete or Defective Work.
  - Verify that all items required for Substantial Completion have been corrected or completed.
  - Secure agreement between OWNER and CONTRACTOR relative to responsibilities for utilities, heat, janitorial services, insurance, Project security, access by the parties, safety and any other matters.
  - 4. Secure CONTRACTOR's specific Construction Schedule to fully complete the Work.
- U. Conduct final inspection with ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- V. Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

### LIMITATIONS OF AUTHORITY

- 18.3 Resident Project Representative shall not guarantee or warrant CONTRACTOR's Work. Except upon written instructions of ENGINEER, Resident Project Representative shall not:
  - A. Authorize any deviation from the Contract Documents or approve any substitute Products.
  - B. Exceed limitations on ENGINEER's authority as set forth in the Contract Documents.
  - C. Undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR's Superintendent, or expedite the Work.
  - D. Advise on, or issue directions relative to, any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
  - E. Advise on, or issue directions as to, safety precautions and programs in connection with the Work.
  - F. Authorize OWNER to occupy the Project in whole or in part.
  - G. Participate in specialized field or laboratory tests.
  - H. Order the Work stopped.

## **SECTION 00 70 00**

ARTICLE 19-AFFIDAVIT OF COMPLETION	
STATE OF MICHIGAN)	
COUNTY OF) ss	
day of, 2022 for the construction further says that the Work under the terms of the said C him to subcontractors, material-men, and laborers in his Deponent further says this affidavit is furnished before with the provisions stated in said Contract, may be reduced before the provision of the premises and releases a with said Contract, against OWNER or the premises up	contract has been completed and all indebtedness incurred by employ has been paid in full or satisfactorily secured.  final payment or before the retainage, withheld in accordance ced.  any and all claims or rights which he may have, in connection con which said Contract Work was performed, and agrees to ghts which may be asserted by subcontractors, material-men,
Further, deponent saith not.	
WITNESSES:	SIGNED:
	By:
	Title:
Subscribed and sworn to before me this day of _	, 2022.
	Notary Public, County,
	My commission expires:
We,, as Surety on payment to the CONTRACTOR as indicated above.	the above described Contract, hereby give our consent to the
DATE:	SIGNED:(Attorney-in-fact)

## PART 1 - GENERAL

### 1.01 SUMMARY OF WORK:

The City of Potterville is seeking cost proposals from qualified companies for the construction, development and pumping testing of a new production well, Production Well No. 5.

The general construction characteristics of the new production well will be as follows;

Well Depth - 200 feet

Well Casing Diameter-12-inches

Casing Depth - 80 feet

Grouting - neat cement

Well Development - assume 20 hours of development time

Test Pumping-1, 24-hour constant rate pumping test.

## Schedule and Phasing

The deadline for substantial completion of the scope of work is on or before October 14, 2022. Bids are due by August 11, 2022. A notice of award will be issued to the selected contractor on or before August 23, 2022 with a notice to proceed and contract signing to follow as soon as possible. The work can begin after the contract signing. Provide the City three (3) days' notice before beginning the work.

### Clean up and Restoration

After completion of the work, the CONTRACTOR is to clean up and restore the site, including mud pits and any rutting caused by heavy equipment.

### 1.02 UTILITIES

- A. Power requirements for operating test pumping equipment shall be the responsibility of the CONTRACTOR.
- B. Water will be available for use at the site. An existing fire hydrant will be available with a standard 2-1/2 inch fitting.

## **PART 1-GENERAL**

#### 1.01 CONSTRUCTION SCHEDULES:

#### A. General:

- 1. Coordinate with work by others as explained in the General Conditions
- CONTRACTOR shall notify the ENGINEER 72 hours prior to start of work or a major increase in the work force if these vary from schedule as submitted.

#### B. Form of Schedules:

- 1. Prepare schedules in the form of a horizontal bar chart.
- 2. Provide a separate horizontal bar for each trade or operation.
- 3. Provide a horizontal time scale identifying the first work day of each week.
- 4. The order shall be the chronological beginning of each work item.
- 5. The row identification shall be each major specification section or subdivision of work with distinct graphic delineation.

## C. Content of Schedules:

- 1. The construction project schedule shall include as a minimum:
  - a. Project start date.
  - Start dates and durations for each major trade group, work tasks or other subdivisions of the work.
  - Shop drawings, product data, and sample submittal dates and dates when reviewed copies will be required.
  - d. Equipment and/or material delivery dates if approved.
  - e. Total project duration and end date.

## D. Updating:

- 1. Show all occurring changes of previous submission.
- 2. Show progress completion dates of each activity.
- 3. Submit a narrative report, if required by ENGINEER defining:
  - a. Problem areas: Impact of current and anticipated delay factors.
  - b. Schedule changes: Effect on other contractors.
  - c. Revision description: Effect of change of scope and duration of activities.

## E. Submittal of Schedules:

- The CONTRACTOR shall submit the initial detailed construction schedule within seven (7) days after the notice of award. ENGINEER will return copy within ten (10) days of receipt. The resubmittal, if required, shall be within (10) days.
- 2. An updated schedule shall be submitted on the first work day of each month.

## F. Distribution:

- 1. The reviewed schedule shall be distributed by ENGINEER to:
  - a. The job site file.
  - b. OWNER.

## 1.02 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES:

## A. General:

1. Where required by the specifications, the CONTRACTOR shall submit descriptive information which will enable the ENGINEER to advise the OWNER whether the CONTRACTOR's proposed materials, equipment, or methods of work are in general conformance to the design concept and in compliance with the drawings and specifications. The information to be submitted shall consist of drawings, specifications, descriptive data, certificates, samples, test results and such other information, all as specifically required in the specifications.

## B. CONTRACTOR Responsibility:

 CONTRACTOR shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment or method of work shall be as described in the submittal. The CONTRACTOR shall verify that the material and equipment described in each submittal conform to the requirements of the specifications and drawings. If the information shows deviations from the specifications or drawings, the CONTRACTOR shall insure that there is no conflict with other submittals and notify the ENGINEER in each case where his submittal may affect the work of another CONTRACTOR or the OWNER. The CONTRACTOR shall insure coordination of submittals among the related crafts and subcontractors.

- The CONTRACTOR shall be responsible to check and verify all field measurements, all dimensions on shop and setting drawings and all schedules required for the work of all the various trades.
- 3. The CONTRACTOR may authorize in writing a material or equipment supplier to deal directly with the ENGINEER or with the OWNER with regard to a submittal. These dealings shall be limited to contract interpretations.
- 4. The CONTRACTOR shall stamp each submittal with stamp, initialed and signed, certifying to review of the submittal by the CONTRACTOR, verification of field measurements and compliance with Contract Documents.

### C. Transmittal Procedure:

- General:
  - a. Submittals shall be submitted promptly in accordance with dates in proposals, approved schedules and in such sequence that there is no delay in the Work or the work of any other CONTRACTOR.
  - b. Submittals regarding material and equipment shall be accompanied by the attached Transmittal Form identifying the equipment and any variations from these specifications. A separate form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole
  - c. A unique number, sequentially arranged, shall be noted on the transmittal form accompanying each item's submittal. Original submittal numbers shall have the following format "XXX-Y:; where "XXX is the originally assigned submittal number, and "Y" is a sequential letter assigned for resubmittals, i.e., A, B, or C being the 1st, 2nd and 3rd resubmittals, respectively. Submittal 25-B, for example, is the second resubmittal of submittal 25.
- Deviation From Contract:
  - If the CONTRACTOR proposed to provide material or equipment which does not conform to the specifications and drawings, he shall indicate so under "deviations" on the transmittal form accompanying the submittal copies. He shall prepare his reason for a change, including cost differential, and request a change order to cover the deviations.
- 3. Submittal Completeness:
  - b. Submittals which do not have all the information required to be submitted, including deviations, are not acceptable and will be returned without review.

## D. Review Procedure:

- When the contract documents require a submittal, the CONTRACTOR shall submit five (5), and no more than eight (8), copies of all submittal data of which two (2) copies will be retained by the ENGINEER. For samples this number may vary. For samples, submit the number stated in each specifications section.
- Unless otherwise specified, within 14 calendar days after receipt of the submittal, the ENGINEER shall review the submittal and return a minimum of three (3) copies which carry the ENGINEER's stamp of approval. The returned submittal shall indicated one of the following actions:
  - a. If the review indicates that the material, equipment or work method is in general conformance with the design concept and complies with the drawings and specifications, submittal copies will be marked "FURNISH AS SUBMITTED". In this event the CONTRACTOR may begin to implement the work method or incorporate the material or equipment covered by the submittal.
  - b. If the review indicates limited corrections are required, submitted copies will be marked "FURNISH AS CORRECTED". The CONTRACTOR may begin

- implementing the work method by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in O&M data, a corrected copy shall be provided.
- c. If the review reveals that the submittal is insufficient or contains incorrect data, submitted copies will be marked "REVISE AND RESUBMIT". Except at his own risk, the CONTRACTOR shall not undertake work covered by this submittal until it has been revised, resubmitted and returned marked either "FURNISH AS SUBMITTED" or "FURNISH AS CORRECTED".
- d. If the review indicates that the material, equipment or work method is not in general conformance with the drawings and specifications, copies of the submittal will be marked "REJECTED". Submittals with deviations which have not been identified clearly may be rejected. Except at his own risk the CONTRACTOR shall not undertake the work covered by such submittals until it has been revised, resubmitted and returned marked either "FURNISH AS SUBMITTED" or "FURNISH AS CORRECTED".
- e. If the review indicates that the material or equipment is not from an acceptable manufacturer, as indicated in the specifications, copies of the submittal will be marked "SUBMIT SPECIFIED ITEM". Except as his own risk, the CONTRACTOR shall not undertake the work covered by such submittals until it has been revised, resubmitted and returned marked either "FURNISH AS SUBMITTED" or "FURNISH AS CORRECTED".

## E. Effect of Review of CONTRACTOR's Submittal:

1. Review of drawings, methods of work, or information regarding materials or equipment the CONTRACTOR proposes to provide, shall not relieve the CONTRACTOR of his responsibility for errors therein and shall not be regarded as an assumption of risks or liabilities by the ENGINEER or the OWNER, or by an officer or employee thereof, and the CONTRACTOR shall have no claim under the contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed. A mark of "FURNISH AS SUBMITTED" or "FURNISH AS CORRECTED" shall mean that the OWNER has no objection to the CONTRACTOR, upon his own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

## 1.03 RECORD DOCUMENTS:

#### A. Requirements:

- The CONTRACTOR shall maintain on the construction site a minimum of one (1) complete set of contract documents amended by "RED LINE" or highlight inclusion to reflect the most immediate status methods, materials, and locations and routings of construction. Supplementary sketches shall be included, if necessary, to clearly indicate all work as constructed.
- At conclusion of work, the CONTRACTOR shall submit to the ENGINEER one (1) complete amended record set of these site documents.
- 3. Submittal shall be thirty (30) days prior to final payment.
- Failure of the CONTRACTOR to maintain an up-to-date set of modified drawings on the project site shall be reason to withhold payments.

## 1.04 SCHEDULES:

A. Shop Drawing Transmittal Form



# engineers | surveyors | planners

		SH	IOP <b>D</b> RAW	ING TRANSMITTA	L FORM	Λ
To:	Dan \	Whalen, P.E.		Date:		
	Williams & Works			Job Name:	Potterville Well No. 5	
	549	Ottawa Ave., N.W	1.	Job No.:	220006	3
		nd Rapids, MI 49		Job Location:	City of Potterville, Eaton Co., MI	
				Contractor:		
We a	re send	ling you:				
	Plans Shop D	Prawings [		cations ct Documents		nange Order No her
Qua	antity	Drawing No.		Desc	ription	
					•	
Thes	e are tra	ansmitted as che	ecked below	<b>7:</b>		
	Furnish Furnish Revise	as Submitted as Corrected and Resubmit Specified Item		Rejected For Approval For Field Use For File		For Your Information For Grade Inspection For Your Use As Requested
Rem	arks:					
Copy	y to:			Authorize	al lave	

## PART 1 - GENERAL

## 1.01 DESCRIPTION

## A. Cleaning:

- General:
  - a. Manufactured products: Manufacturer's instructions.
  - b. Clean-up during construction: Maintain premises and public properties free from accumulations of waste, debris and rubbish caused by operations.
  - c. Final clean-up: Remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all surfaces; leave the work clean and ready for occupancy.
- 2. Delinquency:
  - Remedies: Failure to clean-up promptly is considered to be defective Work:
    - Payment: Per ARTICLE 14 of SECTION 00 70 00, GENERAL CONDITIONS.
    - (2) OWNER may correct per ARTICLE 13 of SECTION 00 70 00, GENERAL CONDITIONS.

## B. Work Record Documents:

- 1. Maintenance of Documents:
  - a. Maintain 1 copy at jobsite in good order of:
    - (1) Contract Drawings.
    - (2) Specifications.
    - (3) Addenda.
    - (4) Reviewed shop drawings.
    - (5) Change Orders.
    - (6) Other contract Modifications.
  - b. Filing: Work specification format.
  - c. Accessibility: To OWNER and ENGINEER.
- 2. Recording:
  - a. Keep record documents current.
  - b. Contract Drawings: Legibly mark to record actual construction:
    - (1) Field changes of dimension and detail.
    - (2) Changes made by Change Orders and Bulletins.
    - (3) Details not on original contract Drawings.
  - c. Specifications and Addenda: Legibly mark up each SECTION to record:
    - (1) Manufacturer, trade name, catalog number and supplier of products actually installed.
    - (2) Changes made by Change Orders and Bulletins.
    - (3) Other matters not originally specified.
- 3. Submittal:
  - a. Delivery: See SECTION 01 33 00.
  - b. Transmittal letter: Contain:
    - (1) Date.
    - (2) Project title and number.
    - (3) CONTRACTOR'S name and address.
    - (4) Title and number of each record documents.
    - (5) Certification that each document as submitted is complete and accurate.

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES:

- A. This section encompasses all the work required for water wells including well performance testing. The general scope of the drilling and testing will be as follows;
  - 1. Construction of one (1) 12-inch diameter production well in bedrock at an assumed depth of 200 feet. The construction will consist of approximately 80 feet of steel casing with 120 feet of open borehole. For bidding purposes, assume 20 hours of development time will be required.
  - 2. Performance testing consisting of a constant rate well performance test of 24-hours in duration.
  - 3. Plumbness and Alignment Testing.
  - 4. Downhole video recording of the finished well.

## 1.02 QUALITY ASSURANCE:

- A. The CONTRACTOR shall have been engaged in the business of high-capacity test pumping, drilling exploration boreholes, using the method of mud rotary and reverse circulation drilling of wells of the diameter, depth, and anticipated production equivalent to the proposed production wells for a period of at least ten (10) years.
- B. The CONTRACTOR shall submit a list of the last three (3) municipal well owners for whom the CONTRACTOR has drilled equivalent municipal wells. The list shall include the owner's name and address, phone number, casing diameter, type and depth and the date of installation.
- C. The CONTRACTOR shall employ only competent workers for the execution of the work and all such work shall be performed under the direct supervision of an experienced field superintendent with a minimum of five (5) years' experience in this type of drilling satisfactory to the ENGINEER/OWNER.

## 1.03 METHOD OF MEASUREMENT AND BASIS OF PAYMENT:

- A. Bore Hole: Measured from the bottom to the existing ground surface and paid for by the linear foot.
- B. Well Casing: Paid for by the linear foot.
- C. Well Screen: NOT USED.
- D. Pressure Grouting: Measured from the bottom to the top and paid for by the linear foot.
- E. Well Development: Measured by the time required and paid for by the hour.
- F. Furnish, Install and Remove Test Pumping Equipment: Paid for by the lump sum.
- G. Test Pump Operation: Measured by the time required and paid for by the hour.
- H. Miscellaneous Approved Labor and Equipment: Measured by the time required and paid for by the hour.
- I. Plumbness and Alignment Survey: Paid for by the lump sum.

## 1.04 REFERENCES:

- A. Groundwater Quality Control Act 368 of the Public Acts of 1978, Part 127. Water Supply and Sewer Systems
- B. Michigan Safe Drinking Water Act 399 of the Public Acts of 1976 and associated administrative rules and regulations, as amended
- C. American Water Works Association (AWWA) Section A100 Deep Wells.
- D. American Water Works Association (AWWA) Section C654-13 Disinfection of Wells
- E. AWS D1.1 Structural Welding Code
- F. ASTM specification A589-89a, Standard Specification for Seamless and Welded Carbon Steel water well pipe
- G. The MDEQ (now EGLE) Water Well Disinfection Manual
- H. American Petroleum Institute (API) Specification 5L
- I. Part 127 of the Public Health Code Act 368 of 1978, Water Supply and Sewer Systems, and Administrative Rules, which are collectively known as the "Michigan Water Well Construction and Pump Installation Code."
- J. Grouting of Community Water Supply Wells, ODWMA- Public Water Supply Program, ODWMA-399-016

## 1.05 SUBMITTALS:

- A. Well Casing: Mill certificates required, or mill markings shall be clearly visible on all casing sections.
- B. Drilling Logs: 1 set to ENGINEER. Submit records to the EGLE Wellogic water well database.
- C. Well Performance Tests: Report raw data only if applicable.
- D. Downhole video of test production well in a digital format.

## 1.06 JOB CONDITIONS:

- A. Contamination: Cap well using threaded, flanged or compression seal when unattended. Prevent contamination of existing water system.
- B. Cleanup: Promptly following well installation. Fill pits and return jobsite to original grade. Ground immediately surrounding casing shall be sloped away from well to prevent surface runoff from ponding around completed well.

## 1.07 SCHEDULES:

- A. Details:
  - Site location map/site map
  - 2. Production well detail
  - 3. Existing well logs of observation wells (Observation Well Nos. 1 and 2)

## PART 2 - PRODUCTS

## 2.01. CASING (12-inch Production Well):

- A. Conform to AWWA A100, Section 4.3 Table 3, and ASTM Specification A-589 heaviest new black steel pipe. Mill stencils shall be clearly visible on all pipe sections.
- B. Joints: Standard AWS butt welding. Conform to AWWA C206.
- C. Length-80 feet nominal: The casing shall extend from two feet above finished grade to an approximate depth of 80 feet below grade.

## 2.02. GROUT:

A. Neat Cement Grout. Proportioning: Conform to AWWA A100, Section 7, and Grouting of Community Water Supply Wells, ODWMA - Public Water Supply Program, ODWMA-399-016

## 2.03. CENTRALIZERS:

A. Material: PVC or stainless steel placed at the bottom of the well casing and at every 40 feet to the surface to ensure unobstructed, uniform placement and thickness of grout and filter pack. Assume three (3) centralizers will be needed.

## PART 3 - EXECUTION

## 3.01 INSTALLATION:

- A. Install permanent casing plumb enabling discharge column, bowl assembly, and fittings to hang free of contact with permanent casing. Seat and seal permanent casing to prevent infiltration of sand, silt and water.
- B. Pressure Grouting Method: Force grout using the tremie method from the bottom of the casing toward the surface continuously in one operation while keeping tremie pipe submerged in grout at all times during the operation.
- C. Well Development Method: Yield maximum water per foot of available draw down and extract maximum practical quantity of sand and/or debris from water bearing formation of the bedrock such that water produced under normal operating conditions is free of sand and solid particles.
- D. After completion, cap well with screwed, flanged, or compression seal cap.
- E. Plugging or abandonment requires review by the ENGINEER.

## 3.02 TESTING AND INSPECTION:

## A. General:

- Complete, develop, clean and arrange with ENGINEER for required inspections and tests.
- Provide all equipment, generator power and assistance necessary to conduct the pumping performance tests. The equipment shall include a suitable gate valve to control discharge, an orifice or calibrated flow meter, a discharge pressure gauge, a water sample tap, and at least 200 feet of discharge piping and splash

- pan to direct water away from the site.
- 3. CONTRACTOR shall provide minimum 48-hour notice to ENGINEER in advance of all tests.
- B. Drillers Log: Provide all information as applicable and in accordance with MDEQ Wellogic Water Well and Pump Record Submittals
- C. Bore Hole Surveys:
  - General: The completed well shall be constructed round, plumb, and true to line
    as defined in this section of the standard. Test for plumbness and alignment will
    be required by ENGINEER after completed construction of the well. The well
    must meet AWWA Standards for plumbness and alignment. Testing shall be
    performed in accordance with AWWA A100-Appendix D.
  - 2. Tolerances: The following tolerances shall be maintained by the CONTRACTOR:
    - a. Plumbness: The maximum allowable horizontal deviation (drift) of the well from the vertical shall not exceed two thirds of the smallest inside diameter of that part of the well being tested per 100 ft of depth.
    - b. Alignment: The alignment must be satisfactory for the successful installation and operation of the permanent pumping equipment such that pump and column hangs freely without contact with permanent casing.
  - 3. Departures from the above tolerances shall be corrected by CONTRACTOR at CONTRACTOR'S expense.
- D. Aquifer Testing:
  - Test Procedure:
    - a. Water levels readings will be measured by ENGINEER.
    - b. CONTRACTOR shall be responsible for providing a constant discharge rate for the duration of the test.
    - c. Pumping rate will be established between ENGINEER and CONTRACTOR, however, the expected pumping rate is 500 gpm.
    - d. The pumping duration will be 24 hours with a 24-hour recovery period. The pump shall remain in the production well throughout the recovery period.
- E. Water Quality Testing
  - ENGINEER shall provide bottles and collect water samples including bacteriological analyses at the end the Aquifer Test.
  - 2. CONTRACTOR shall chlorinate the well at the completion of the field work.
- F. Downhole Video of Test Production Well
  - 1. Upon completion of the plumbness and alignment testing, a video of the test production well shall be completed.

## 3.03 ADJUST AND CLEAN:

- A. Chlorination:
  - 1. Chlorinate the well following completion of all work at the site.
  - 2. Procedure: prepare and apply chlorine solution to produce chlorine concentration of 100 ppm residual free chlorine in all parts of the well.
- B. Fill, stabilize and grade all pits and well spoils.

## **END OF SECTION**