

## **City of Pottersville - Council Agenda**

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

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**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 \$60,377.32

\$74,612.50(21,916.11 was a re-issued check) \$53,696.39 + \$7,680.93 = \$60,377.32

**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:**

# City of Potterville

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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.

# City of Potterville

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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

08/11/2022 02:06 PM

User: RDOLMAN

DB: Potterville

CUSTOM INVOICE REPORT FOR CITY OF POTTERVILLE  
 EXP CHECK RUN DATES 07/22/2022 - 08/11/2022  
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
 BANK CODE: GEN

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: ACE HARDWARE-GRAND LEDGE		
2321	ACID MURIATIC, CAULK GUN SKELETON, UTILI	60.32
2398	SIGN	3.98
2406	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		
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	1,800.00
57177	HARNESS	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 DEPOSIT	UB refund for account: PEA-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		
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	6,435.16
5/24-/6/22/22	UTILITIES	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 DOLMAN, 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		

08/11/2022 02:06 PM

User: RDOLMAN

DB: Potterville

CUSTOM INVOICE REPORT FOR CITY OF POTTERVILLE  
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 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
 BANK CODE: GEN

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: DUROTECH AUTOMOTIVE		
42372	OIL CHANGE	57.84
41899	OIL CHANGE AND REPLACE 4 TIRES	714.25
TOTAL VENDOR DUROTECH AUTOMOTIVE		772.09
VENDOR NAME: ETNA SUPPLY COMPANY		
104675645.001	STRAW MAT AND STRAW BLANKET	687.50
104678107.001	SINGLE NET STRAW MAT, STRAW BLANKET,	412.50
TOTAL VENDOR ETNA SUPPLY COMPANY		1,100.00
VENDOR NAME: FAMILY FARM AND HOME		
1375	HYDRAULIC, BRAKE, POWER, STARTING FLUIDS	199.86
001362	ARMOR ALL PROTECTANT WIPES, BUSHING REDU	44.95
TOTAL VENDOR FAMILY FARM AND HOME		244.81
VENDOR NAME: FCI AUTOMATION - LANSING		
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		
809239696	CONCESSIONS	337.13
809239446	CONCESSIONS	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
VENDOR NAME: HAMMOND FARMS		
5-102645	BARK GOLDENTONE	111.00
5-102681	BARK GOLDENTONE	185.00
TOTAL VENDOR HAMMOND FARMS		296.00
VENDOR NAME: HENDERSON GLASS		
704884	WINSHIELD FORD	504.41
TOTAL VENDOR HENDERSON GLASS		504.41
VENDOR NAME: HUTSON, INC		
9607801	CHAIN	26.29
9612769	CAP SCREW, SPINDLE	276.31
9596282	SPINDLE FOR LAWN MOWER	190.17
TOTAL VENDOR HUTSON, INC		492.77
VENDOR NAME: I.T. RIGHT		
VC3Q22478	WIRELESS ACCESS POINT	287.00
TOTAL VENDOR I.T. RIGHT		287.00
VENDOR NAME: IRON HORSE EXCAVATION LLC		
22-619	EXCAVATION, DOZER, TRUCK LEAD/QUAD, LABO	18,500.00
TOTAL VENDOR IRON HORSE EXCAVATION LLC		18,500.00
VENDOR NAME: LA CROSSE SEED		
AI-2201978	MDOT ROADSIDE MIX, ANNUAL RYEGRASS, STAP	946.00
TOTAL VENDOR LA CROSSE SEED		946.00
VENDOR NAME: LEXISNEXIS COPLOGIC SOLUTIONS, INC		
808229-20220731	CITATION SUPPORT AND MAINTENANCE FEE FOR	286.20
TOTAL VENDOR LEXISNEXIS COPLOGIC SOLUTIONS, INC		286.20
VENDOR NAME: MICHIGAN DEPT OF ENVIRONMENTAL		
761-11015025	WATER TEST	128.00
761-11015557	WATER TEST	227.00

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CUSTOM INVOICE REPORT FOR CITY OF POTTERVILLE  
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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: MICHIGAN DEPT OF ENVIRONMENTAL		
	TOTAL VENDOR MICHIGAN DEPT OF ENVIRONMENTAL	355.00
VENDOR NAME: MISC		
REFUNDS	CANCELLED	75.00
	TOTAL VENDOR MISC	75.00
VENDOR NAME: PEERLESS MIDWEST INC		
67527 REISSUED	NEW 25 HP SUBMERSIBLE MOTOR. STEEL PUMP	21,916.11
	TOTAL VENDOR PEERLESS MIDWEST INC	21,916.11
VENDOR NAME: PHP		
07/22/2022	MEDICAL BENEFITS	5,351.42
	TOTAL VENDOR PHP	5,351.42
VENDOR NAME: PLERUS		
3566	CHANGE OF ADDRESS CARDS	36.68
	TOTAL VENDOR PLERUS	36.68
VENDOR NAME: QUILL CO		
26682362	COFFEE, PAPER, CALCULATOR, BATTERIES, LA	163.92
	TOTAL VENDOR QUILL CO	163.92
VENDOR NAME: RODRIGUEZ, JOSEPH		
DEPOSIT FROM 306 W	UB refund for account: VERW-000306-0000-	75.00
	TOTAL VENDOR RODRIGUEZ, JOSEPH	75.00
VENDOR NAME: SCHANER, TIFFANI		
JULY	MILEAGE FOR CONCESSIONS	78.74
JUNE MILEAG	CONCESSIONS MILEAGE	28.08
	TOTAL VENDOR SCHANER, TIFFANI	106.82
VENDOR NAME: SHARE CORPORATION		
207748	ORANGE NITRILE GLOVES	299.87
	TOTAL VENDOR SHARE CORPORATION	299.87
VENDOR NAME: SITE ONE LANDSCAPE SUPPLY		
121710966-001	TURFACE MOUNDMASER RED CLAY BLOCKS MOUN	69.00
	TOTAL VENDOR SITE ONE LANDSCAPE SUPPLY	69.00
VENDOR NAME: SPECTRUM PRINTERS, INC.		
71064	VOTE TEST DECK FOR AUG. 2, 2022 ELECTION	60.00
	TOTAL VENDOR SPECTRUM PRINTERS, INC.	60.00
VENDOR NAME: THE COUNTY JOURNAL		
249575	PUBLIC ACCURACY TEST	101.00
	TOTAL VENDOR THE COUNTY JOURNAL	101.00
VENDOR NAME: THE PARTS PLACE-CHARLOTTE		
235493	OIL AND FLTER	49.16
235309	HYDRAULIC OIL, PREM STARTER FLUID	232.96
235263	GAS CAP	17.99
	TOTAL VENDOR THE PARTS PLACE-CHARLOTTE	300.11
VENDOR NAME: UNITED STATES POST OFFICE		
AUGUST 2022	JULY 2022 USAGE	220.50
	TOTAL VENDOR UNITED STATES POST OFFICE	220.50
VENDOR NAME: UNUM LIFE INSURANCE		
07/22/2022	SHORT/LONG TERM DISABILITY INSURANCE	261.29
	TOTAL VENDOR UNUM LIFE INSURANCE	261.29
VENDOR NAME: VERIZON WIRELESS		
9912388768	PHONES 7/2/-8/1/22	406.27
	TOTAL VENDOR VERIZON WIRELESS	406.27
VENDOR NAME: VISION SERVICE PLAN		

08/11/2022 02:06 PM  
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DB: Potterville

CUSTOM INVOICE REPORT FOR CITY OF POTTERVILLE  
EXP CHECK RUN DATES 07/22/2022 - 08/11/2022  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
BANK CODE: GEN

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

08/01/2022 04:12 PM

## BANK RECONCILIATION FOR CITY OF POTTERVILLE

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User: JWest

Bank GEN (GENERAL POOLED ACCOUNT)

DB: Potterville

FROM 07/01/2022 TO 07/31/2022

Reconciliation Record ID: 146

GL Number	Description	Beginning Balance
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 Balance:		2,780,789.21
Add: Cash Receipts		116,896.06
Less: Cash Disbursements		(153,708.62)
Less: Payroll Disbursements		(69,096.22)
Less: Journal Entries/Other		(71,439.23)
Ending GL Balance:		2,603,441.20

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 Balance:		2,678,494.10
Add: Miscellaneous Transactions		1,738.82
Add: Deposits in Transit		
08/01/2022 *Deposit ID: 995		449.09
609 REMWAY (CK 2652 WRITTEN FOR \$100 PROCESSED AT \$110.79- CORRECT		10.79
CONSUMERS ENERGY PAID ONLINE- EFT PAYMENT NOT CREATED IN BSA		335.10
CONSUMERS ENERGY PAID ONLINE- EFT PAYMENT NOT CREATED IN BSA		38.82
		833.80

Less: 17 AP Outstanding Checks 77,625.52  
 Less: 0 PR Outstanding Checks

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

REVIEWED BY: \_\_\_\_\_



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

8-2-22

08/01/2022 11:06 AM

## BANK RECONCILIATION FOR CITY OF POTTERVILLE

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User: JWest

Bank TAX (TAX ACCOUNT)

DB: Potterville

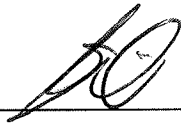
FROM 07/01/2022 TO 07/31/2022

Reconciliation Record ID: 149

GL Number	Description	Beginning Balance
703-000-001.000	CASH	202.01
Beginning GL Balance:		202.01
Add: Cash Receipts		503,683.28
Add: Tax Receipts		1,427.35
Less: Cash Disbursements		(71,921.37)
Add: Journal Entries/Other		323.25
Ending GL Balance:		433,714.52

GL Number	Description	Ending Balance
703-000-001.000	CASH	433,714.52
Ending GL Balance:		433,714.52
Ending Bank Balance:		454,420.89
Add: Miscellaneous Transactions		170.58
Add: Deposits in Transit		0.00
Less: 4 AP Outstanding Checks		20,876.95
Less: 0 PR Outstanding Checks		
Adjusted Bank Balance		433,714.52
Unreconciled Difference:		0.00

REVIEWED BY: \_\_\_\_\_



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

8-2-22

08/01/2022 10:59 AM

## BANK RECONCILIATION FOR CITY OF POTTERVILLE

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User: JWest

Bank PR (PAYROLL ACCOUNT)

DB: Potterville

FROM 07/01/2022 TO 07/31/2022

Reconciliation Record ID: 148

GL Number	Description	Beginning Balance
750-000-001.000	CASH	0.02

Beginning GL Balance:	0.02
Add: Payroll Disbursements	4,166.71
Ending GL Balance:	4,166.73

GL Number	Description	Ending Balance
750-000-001.000	CASH	4,166.73

Ending GL Balance:	4,166.73
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Ending Bank Balance:	4,166.73
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Add: Deposits in Transit	0.00
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Less: 0 AP Outstanding Checks	
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Less: 0 PR Outstanding Checks	
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Adjusted Bank Balance	4,166.73
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Unreconciled Difference:	0.00
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REVIEWED BY: 

DATE: 8-2-22

08/10/2022 02:07 PM

User: JWest

DB: Potterville

## REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE

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PERIOD ENDING 07/31/2022

GL NUMBER	DESCRIPTION	END BALANCE	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		06/30/2022 NORM (ABNORM)	AMENDED BUDGET	07/31/2022 NORM (ABNORM)	MONTH 07/31/22 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND							
Revenues							
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	ADMINISTRATION FEE	29,921.55	29,800.00	710.40	710.40	29,089.60	2.38
101-000-476.000	PERMITS	9,578.45	6,465.45	450.00	450.00	6,015.45	6.96
101-000-477.000	3% CABLE T.V.	7,722.55	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	LOCAL COMMUNITY STABILIZATION	186,603.29	176,549.97	0.00	0.00	176,549.97	0.00
101-000-574.000	ST SHARED REV - SALES TAX	355,783.00	280,000.00	0.00	0.00	280,000.00	0.00
101-000-574.100	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	26,944.31	0.00	0.00	0.00	0.00	0.00
101-000-680.004	SPECIAL EVENTS-GIZZARDFEST	45,750.00	34,000.00	1,150.00	1,150.00	32,850.00	3.38
101-000-684.000	MISC INCOME	51.25	0.00	0.00	0.00	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 COUNCIL							
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 - CITY 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 - MAYOR		871.96	935.00	0.00	0.00	935.00	0.00

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GL NUMBER	DESCRIPTION	END BALANCE	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		06/30/2022	AMENDED BUDGET	07/31/2022	MONTH 07/31/22	BALANCE	
		NORM (ABNORM)		NORM (ABNORM)	INCR (DECR)	NORM (ABNORM)	
Fund 101 - GENERAL FUND							
Expenditures							
Dept 172 - CITY MANAGER							
101-172-703.000	SALARIES	75,045.36	78,060.53	6,004.66	6,004.66	72,055.87	7.69
101-172-719.000	FRINGE BENEFITS	16,954.92	19,000.00	1,366.17	1,366.17	17,633.83	7.19
101-172-740.000	SUPPLIES	25.99	30.00	0.00	0.00	30.00	0.00
101-172-809.000	TRAINING	0.00	150.00	0.00	0.00	150.00	0.00
101-172-980.100	COMPUTER EQUIPMENT	0.00	200.00	0.00	0.00	200.00	0.00
Total Dept 172 - CITY MANAGER		92,026.27	97,440.53	7,370.83	7,370.83	90,069.70	7.56
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
101-215-740.000	SUPPLIES	387.31	450.00	0.00	0.00	450.00	0.00
101-215-741.000	POSTAGE	156.00	200.00	0.00	0.00	200.00	0.00
101-215-781.000	COMPUTER SOFTWARE	144.00	400.00	0.00	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
101-215-958.000	DUES AND SUBSCRIPTIONS	60.00	160.00	0.00	0.00	160.00	0.00
101-215-961.000	CONFERENCE AND WORKSHOPS	0.00	150.00	0.00	0.00	150.00	0.00
101-215-980.100	COMPUTER EQUIPMENT	804.41	500.00	0.00	0.00	500.00	0.00
Total Dept 215 - CLERK		45,161.02	50,393.28	3,376.08	3,376.08	47,017.20	6.70
Dept 223 - AUDIT							
101-223-807.000	AUDIT	17,600.00	18,000.00	0.00	0.00	18,000.00	0.00
Total Dept 223 - AUDIT		17,600.00	18,000.00	0.00	0.00	18,000.00	0.00
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
101-253-719.000	FRINGE BENEFITS	22,990.37	23,000.00	3,257.82	3,257.82	19,742.18	14.16
101-253-740.000	SUPPLIES	520.08	300.00	0.00	0.00	300.00	0.00
101-253-741.000	POSTAGE	935.26	1,400.00	0.00	0.00	1,400.00	0.00
101-253-781.000	COMPUTER SOFTWARE	721.00	800.00	0.00	0.00	800.00	0.00
101-253-814.000	BANK SERVICE CHARGES	2,923.82	3,000.00	284.47	284.47	2,715.53	9.48
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
101-257-741.000	POSTAGE	426.68	500.00	0.00	0.00	500.00	0.00
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
101-257-818.000	CONTRACT LABOR	15,999.96	16,000.00	0.00	0.00	16,000.00	0.00

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		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 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	FRINGE BENEFITS	9,011.83	10,000.00	724.81	724.81	9,275.19	7.25
101-265-731.000	PUBLICATION	610.48	500.00	0.00	0.00	500.00	0.00
101-265-740.000	SUPPLIES	3,968.14	3,600.00	0.00	0.00	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
101-265-802.000	SERVICE	1,007.16	2,000.00	173.59	173.59	1,826.41	8.68
101-265-818.000	CONTRACT LABOR	0.00	400.00	0.00	0.00	400.00	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
101-265-880.300	COMMUNITY SPEC EVENTS/GIZZARDFEST	28,801.64	30,000.00	(560.51)	(560.51)	30,560.51	(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	SALARIES	144,626.53	222,326.62	10,651.52	10,651.52	211,675.10	4.79
101-301-703.002	OVERTIME SALARIES	685.13	2,300.00	805.02	805.02	1,494.98	35.00
101-301-719.000	FRINGE BENEFITS	36,466.56	38,377.80	3,089.57	3,089.57	35,288.23	8.05
101-301-728.000	UNIFORM EXPENSES	2,083.20	2,400.00	0.00	0.00	2,400.00	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	SUPPLIES COMMUNITY POLICING	754.25	0.00	0.00	0.00	0.00	0.00
101-301-775.000	REPAIRS & MAINT	2,989.55	5,000.00	0.00	0.00	5,000.00	0.00
101-301-781.000	COMPUTER SOFTWARE	878.44	600.00	0.00	0.00	600.00	0.00
101-301-801.000	ATTORNEY	615.00	2,300.00	0.00	0.00	2,300.00	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	GAS	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
101-301-960.000	MISC	244.99	250.00	0.00	0.00	250.00	0.00
101-301-970.000	CAPITAL OUTLAY	1,407.97	63,000.00	0.00	0.00	63,000.00	0.00
101-301-980.100	COMPUTER EQUIPMENT	0.00	500.00	0.00	0.00	500.00	0.00
Total Dept 301 - POLICE		211,803.52	351,154.42	14,655.17	14,655.17	336,499.25	4.17
Dept 302 - POLICE STATE TRAINING							
101-302-810.000	EXPENSE	500.00	500.00	0.00	0.00	500.00	0.00

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		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
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	REPAIRS & MAINT	4,800.00	1,000.00	0.00	0.00	1,000.00	0.00
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
101-441-920.000	UTILITIES	2,052.99	0.00	0.00	0.00	0.00	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
Total Dept 445 - DRAIN AT LARGE		3,259.51	2,000.00	0.00	0.00	2,000.00	0.00
Dept 701 - PLANNING COMMISSION							
101-701-703.000	SALARIES	290.00	800.00	0.00	0.00	800.00	0.00
101-701-719.000	FRINGE BENEFITS	22.20	101.79	0.00	0.00	101.79	0.00
101-701-731.000	PUBLICATION	199.64	450.00	0.00	0.00	450.00	0.00
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
101-702-719.000	FRINGE BENEFITS	3,498.60	3,850.00	228.63	228.63	3,621.37	5.94
101-702-731.000	PUBLICATION	1,610.79	1,200.00	0.00	0.00	1,200.00	0.00
101-702-740.000	SUPPLIES	165.77	450.00	0.00	0.00	450.00	0.00
101-702-853.000	TELEPHONE EXPENSE	892.30	900.00	54.53	54.53	845.47	6.06
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
101-906-991.500	DEBT PRINCIPAL & INTEREST	0.00	3,590.00	0.00	0.00	3,590.00	0.00
101-906-992.000	PRINCIPAL & INTEREST - PATROL CAR	12,952.08	13,000.00	1,079.34	1,079.34	11,920.66	8.30
101-906-993.000	BOND INTEREST	39,396.00	29,800.00	11,484.34	11,484.34	18,315.66	38.54
Total Dept 906 - DEBT SERVICE		81,102.81	84,151.00	36,055.68	36,055.68	48,095.32	42.85

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

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GL NUMBER	DESCRIPTION	END BALANCE		2022-23 AMENDED BUDGET	YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDGT USED
		06/30/2022 NORM (ABNORM)			07/31/2022 NORM (ABNORM)		MONTH 07/31/22 INCR (DECR)	BALANCE NORM (ABNORM)			
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
202-000-553.000	ACT 51	231,406.78		227,000.00	0.00		0.00		227,000.00		0.00
202-000-582.000	COUNTY ROAD MILL 2014	41,338.18		41,000.00	135.16		135.16		40,864.84		0.33
Total Dept 000		279,118.34		274,200.00	135.16		135.16		274,064.84		0.05
TOTAL REVENUES		279,118.34		274,200.00	135.16		135.16		274,064.84		0.05
Expenditures											
Dept 463 - ROUTINE MAINT											
202-463-699.203	TRANSFER TO LOCAL STREETS	87,500.00		87,500.00	0.00		0.00		87,500.00		0.00
202-463-782.000	STREET MATERIALS & SUPPLIES	2,951.49		4,000.00	0.00		0.00		4,000.00		0.00
202-463-965.600	CONTRIBUTION TO 641 LABOR & EQUIPMENT	78,000.00		78,000.00	0.00		0.00		78,000.00		0.00
Total Dept 463 - ROUTINE MAINT		168,451.49		169,500.00	0.00		0.00		169,500.00		0.00
Dept 474 - TRAFFIC SIGNS											
202-474-782.000	STREET MATERIALS & SUPPLIES	0.00		250.00	0.00		0.00		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	STREET MATERIALS & SUPPLIES	185.22		250.00	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	CONTRACT LABOR	21,828.17		33,500.00	0.00		0.00		33,500.00		0.00
Total Dept 480 - CONSTRUCTION		25,885.67		39,000.00	0.00		0.00		39,000.00		0.00
Dept 906 - DEBT SERVICE											
202-906-992.000	BOND PRINCIPAL	10,560.00		11,000.00	0.00		0.00		11,000.00		0.00
202-906-993.000	BOND INTEREST	6,662.66		6,700.00	0.00		0.00		6,700.00		0.00
Total Dept 906 - DEBT SERVICE		17,222.66		17,700.00	0.00		0.00		17,700.00		0.00
TOTAL EXPENDITURES		211,745.04		226,700.00	0.00		0.00		226,700.00		0.00
Fund 202 - MAJOR STREET FUND:											
TOTAL REVENUES		279,118.34		274,200.00	135.16		135.16		274,064.84		0.05
TOTAL EXPENDITURES		211,745.04		226,700.00	0.00		0.00		226,700.00		0.00
NET OF REVENUES & EXPENDITURES		67,373.30		47,500.00	135.16		135.16		47,364.84		0.28

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GL NUMBER	DESCRIPTION	END BALANCE	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		06/30/2022		07/31/2022	MONTH 07/31/22	BALANCE	
		NORM (ABNORM)	AMENDED BUDGET	NORM (ABNORM)	INCR (DECR)	NORM (ABNORM)	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 - ROUTINE MAINT							
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 - 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 - WINTER MAINT		285.58	300.00	0.00	0.00	300.00	0.00
Dept 480 - CONSTRUCTION							
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 - CONSTRUCTION		22,697.51	250,000.00	0.00	0.00	250,000.00	0.00
Dept 740 - SPECIAL MAINT							
203-740-956.000	TREE TRIMMING	0.00	1,500.00	0.00	0.00	1,500.00	0.00
Total Dept 740 - SPECIAL MAINT		0.00	1,500.00	0.00	0.00	1,500.00	0.00
Dept 906 - DEBT SERVICE							
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 - DEBT SERVICE		301,565.81	304,800.00	48,399.91	48,399.91	256,400.09	15.88
TOTAL EXPENDITURES		352,663.06	581,600.00	48,399.91	48,399.91	533,200.09	8.32
Fund 203 - LOCAL STREET FUND:							
TOTAL REVENUES		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

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

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Dept 772 - SUNSET HILLS PARK

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GL NUMBER	DESCRIPTION	END BALANCE	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		06/30/2022		07/31/2022			
		NORM (ABNORM)	AMENDED BUDGET	NORM (ABNORM)	MONTH 07/31/22 INCR (DECR)	NORM (ABNORM)	USED
Fund 208 - PARK FUND							
Expenditures							
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 - BASEBALL							
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	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 - BALLFIELD							
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 - CONCESSIONS							
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 - SPECIAL 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 EXPENDITURES		157,071.39	183,306.27	11,574.72	11,574.72	171,731.55	6.31
Fund 208 - PARK FUND:							
TOTAL REVENUES		163,442.66	203,765.81	8,240.72	8,240.72	195,525.09	4.04
TOTAL EXPENDITURES		157,071.39	183,306.27	11,574.72	11,574.72	171,731.55	6.31
NET OF REVENUES & EXPENDITURES		6,371.27	20,459.54	(3,334.00)	(3,334.00)	23,793.54	16.30

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		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							
Revenues							
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
247-728-573.000	LOCAL COMMUNITY STABILIZATION	18,570.52	19,000.00	0.00	0.00	19,000.00	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							
247-728-703.005	WAGES - OTHER	4,975.00	4,900.00	408.33	408.33	4,491.67	8.33
247-728-727.000	OFFICE EXPENSE	1,065.58	1,120.00	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
247-728-967.700	CITY IMPROVEMENTS	42.75	0.00	0.00	0.00	0.00	0.00
247-728-970.000	CAPITAL OUTLAY	151,960.13	125,000.00	0.00	0.00	125,000.00	0.00
247-728-992.000	BOND PRINCIPAL	45,000.00	50,000.00	0.00	0.00	50,000.00	0.00
247-728-993.000	BOND INTEREST	19,382.50	17,432.00	0.00	0.00	17,432.00	0.00
Total Dept 728 - TIFA DEPT		250,301.41	215,228.56	408.33	408.33	214,820.23	0.19
TOTAL EXPENDITURES		250,301.41	215,228.56	408.33	408.33	214,820.23	0.19
Fund 247 - TAX INCREMENT FINANCING AUTHOR:							
TOTAL REVENUES		186,282.48	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
NET OF REVENUES & EXPENDITURES		(64,018.93)	(25,138.56)	(406.04)	(406.04)	(24,732.52)	1.62

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GL NUMBER	DESCRIPTION	END BALANCE		YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		06/30/2022	2022-23	07/31/2022	MONTH 07/31/22	BALANCE	
		NORM (ABNORM)	AMENDED BUDGET	NORM (ABNORM)	INCR (DECR)	NORM (ABNORM)	
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
TOTAL REVENUES		2,654.00	2,654.00	0.00	0.00	2,654.00	0.00
Expenditures							
Dept 729 - DOWNTOWN							
401-729-740.600	LANDSCAPING SUPPLIES	1,777.71	3,000.00	0.00	0.00	3,000.00	0.00
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
TOTAL EXPENDITURES		1,833.21	3,600.00	0.00	0.00	3,600.00	0.00
Fund 401 - CAPITAL PROJECT FUND- DOWNTOWN:							
TOTAL REVENUES		2,654.00	2,654.00	0.00	0.00	2,654.00	0.00
TOTAL EXPENDITURES		1,833.21	3,600.00	0.00	0.00	3,600.00	0.00
NET OF REVENUES & EXPENDITURES		820.79	(946.00)	0.00	0.00	(946.00)	0.00

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GL NUMBER	DESCRIPTION	END BALANCE		YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		06/30/2022	2022-23	07/31/2022	MONTH 07/31/22	BALANCE	
		NORM (ABNORM)	AMENDED BUDGET	NORM (ABNORM)	INCR (DECR)	NORM (ABNORM)	
Fund 590 - SEWER 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 - ADMINISTRATIVE							
590-537-741.000	POSTAGE	(113.78)	0.00	0.00	0.00	0.00	0.00
590-537-775.000	REPAIRS & MAINT	933.14	3,000.00	0.00	0.00	3,000.00	0.00
590-537-809.000	TRAINING	185.00	100.00	0.00	0.00	100.00	0.00
Total Dept 537 - 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	CONTRACT LABOR	900.00	1,500.00	0.00	0.00	1,500.00	0.00
590-556-965.600	CONTRIBUTION TO 641 LABOR & EQUIPMENT	135,000.00	135,000.00	0.00	0.00	135,000.00	0.00
590-556-970.000	CAPITAL OUTLAY	175,498.11	90,000.00	0.00	0.00	90,000.00	0.00
Total Dept 556 - DPW		353,098.88	268,550.00	278.00	278.00	268,272.00	0.10
Dept 906 - DEBT SERVICE							
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 - 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 FUND:							
TOTAL REVENUES		730,189.54	649,000.00	55,337.01	55,337.01	593,662.99	8.53
TOTAL EXPENDITURES		722,131.99	647,806.00	75,635.50	75,635.50	572,170.50	11.68
NET OF REVENUES & EXPENDITURES		8,057.55	1,194.00	(20,298.49)	(20,298.49)	21,492.49	1,700.04

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		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 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 - ADMINISTRATIVE							
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 - 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 - DPW		293,141.95	357,400.00	4,891.72	4,891.72	352,508.28	1.37
Dept 906 - DEBT SERVICE							
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 - DEBT SERVICE		209,494.99	209,494.99	46,611.25	46,611.25	162,883.74	22.25
TOTAL EXPENDITURES		508,704.52	575,094.99	51,723.47	51,723.47	523,371.52	8.99
Fund 591 - WATER FUND:							
TOTAL REVENUES		552,016.19	695,460.00	50,892.04	50,892.04	644,567.96	7.32
TOTAL EXPENDITURES		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

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

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## REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE

Page: 16/18

PERIOD ENDING 07/31/2022

		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
Fund 641 - EQUIPMENT 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							
Dept 932 - EQUIPMENT 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
641-932-958.000	DUES AND SUBSCRIPTIONS	72.00	800.00	0.00	0.00	800.00	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 - EQUIPMENT REPAIR ACTIVITY		623,368.85	609,550.00	41,231.23	41,231.23	568,318.77	6.76
TOTAL EXPENDITURES		623,368.85	609,550.00	41,231.23	41,231.23	568,318.77	6.76
Fund 641 - EQUIPMENT REPAIR & REPLACEMENT:							
TOTAL REVENUES		567,432.72	587,671.32	0.00	0.00	587,671.32	0.00
TOTAL EXPENDITURES		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

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## REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE

Page: 17/18

PERIOD ENDING 07/31/2022

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2022		2022-23 AMENDED BUDGET	YTD BALANCE 07/31/2022		ACTIVITY FOR MONTH 07/31/22 INCR (DECR)	AVAILABLE BALANCE		% BDGT USED				
		NORM	(ABNORM)		NORM	(ABNORM)		NORM	(ABNORM)					
Fund 703 - SPECIAL TAX ACCOUNT														
Revenues														
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 - SPECIAL TAX ACCOUNT:														
TOTAL REVENUES		0.43		0.00	44.69		44.69	(44.69)		100.00				
TOTAL EXPENDITURES		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				

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## REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE

Page: 18/18

PERIOD ENDING 07/31/2022

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2022		2022-23 AMENDED BUDGET	YTD BALANCE 07/31/2022		ACTIVITY FOR MONTH 07/31/22		AVAILABLE BALANCE		% BDGT USED
		NORM	(ABNORM)		NORM	(ABNORM)	INCR	(DECR)	NORM	(ABNORM)	
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	DISABILITY & LIFE		0.00	0.00	(77.04)	(77.04)		77.04		100.00	
750-000-910.030	DENTAL AND VISION		0.00	0.00	(60.00)	(60.00)		60.00		100.00	
Total Dept 000			0.00	0.00	(1,228.00)	(1,228.00)		1,228.00		100.00	
TOTAL EXPENDITURES			0.00	0.00	(1,228.00)	(1,228.00)		1,228.00		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)		1,228.00		100.00	
NET OF REVENUES & EXPENDITURES			0.00	0.00	1,228.00	1,228.00		(1,228.00)		100.00	
TOTAL REVENUES - ALL FUNDS			4,412,200.86	4,662,898.84	234,437.43	234,437.43		4,428,461.41		5.03	
TOTAL EXPENDITURES - ALL FUNDS			4,247,543.99	4,557,138.66	370,840.36	370,840.36		4,186,298.30		8.14	
NET OF REVENUES & EXPENDITURES			164,656.87	105,760.18	(136,402.93)	(136,402.93)		242,163.11		128.97	

# City of Potterville

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

July 14, 2022

To: City Council  
From: Aaron Sheridan, City Manager  
Subject: 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 Charter, 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

# City of Potterville

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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 choked 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 Vredevelde 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

# City of Potterville

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inspection at <https://pottervillemi.org/wp-content/uploads/2021/11/Potterville-Audit-2021-Final.pdf> (City) and <https://pottervillemi.org/wp-content/uploads/2021/11/Potterville-TIFA-audit-2021-Final.pdf> (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<sup>th</sup>) \$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

# City of Potterville

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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**

Total Registered Voters	2235
Precinct 1 – In person voting	238
AVCB – Absent Voting	167
Total Voters	405

Receiving Board(same workers)	4
Election Training Hours	32
Total Election Day Hours	105
Total Hours Paid to workers	137
(This does not include my hours)	

Mailed Applications	432
Ballots Mailed	182
Ballots Returned – 92%	167

### **Voter Turnout**

Aug 2018	23%
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*

# City of Potterville

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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](mailto:Dstanley@pottervillemi.org)  
(517)667-9524

# City of Potterville

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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,

A handwritten signature in black ink that reads "Sarah Payton". The script is cursive and fluid.

Sarah Payton, MAAO



# City of Potterville

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Fax: (517) 645-7810 ♦ [www.pottervillemi.org](http://www.pottervillemi.org)

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 complete 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](mailto:Zoning@pottervillemi.org).

# Potterville Police Department

*Chief Richard Barry*

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**319 N. Nelson St. • Potterville • MI • 48876 • Ph. (517) 645-7802 • Fax (517) 645-7810**

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 breakdown 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
<b>Subtotals for No Summary Code</b>		<b>0</b>	<b>210</b>	<b>45</b>	<b>255</b>	<b>100%</b>	<b>0:08:43</b>	<b>0:06:47</b>	<b>0:19:15</b>	<b>53:33:42</b>	<b>0:26:16</b>
<b>Subtotals for PPD</b>		<b>0</b>	<b>210</b>	<b>45</b>	<b>255</b>	<b>100%</b>	<b>0:08:43</b>	<b>0:06:47</b>	<b>0:19:15</b>	<b>53:33:42</b>	<b>0:26:16</b>



# Benton Township Fire Department

4713 Hartel Road

Pottersville, MI 48876

Business 517-645-7061 \* Fax 517-645-7074

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

## 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 Pottersville, 12 Benton Township, 4 Mutual Aid
- **EMS** – 19 City of Pottersville, 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. In consideration of the rights and authority hereby granted, Consumers shall faithfully perform all things required by the terms hereof.

SECTION 3. CONDITIONS. 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. VACATION OR RELOCATION. 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. HOLD HARMLESS. 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. EXTENSIONS. 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. RATES and CONDITIONS. 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. REVOCATION. 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. MICHIGAN PUBLIC SERVICE COMMISSION JURISDICTION. 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. REPEALER. 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. EFFECTIVE DATE. This ordinance shall take effect on October 23, 2022.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

We certify that the foregoing Franchise Ordinance was duly enacted by the City Council of the CITY OF POTTERVILLE, EATON COUNTY, MICHIGAN, on the 22nd day of September, 2022.

---

Aaron Sheridan, Manager

Attest:

I, Becky Dolman, Clerk of the CITY OF POTTERVILLE, EATON COUNTY, MICHIGAN, DO HEREBY CERTIFY that the ordinance granting Consumers Energy Company, a gas franchise, was properly adopted by the City Council of the CITY OF POTTERVILLE, EATON COUNTY, MICHIGAN, and that all proceedings were regular and in accordance with all legal requirements.

---

Becky Dolman, City Clerk

Dated: August 17, 2022

27468:00001:6243180-1

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

## Permission Form



For invasive species management activities

Please fill out this section, sign at the bottom, and return to [Samantha.strandmark@macd.org](mailto:Samantha.strandmark@macd.org)

or Ingham Conservation District, MM-CISMA, 1031 W. Dexter Trail, Mason, MI 48854

**Property Owner/Governmental Unit Name:** \_\_\_\_\_

### Property

**Locations:** \_\_\_\_\_

\_\_\_\_\_

**Daytime Telephone:** \_\_\_\_\_ **Email address:** \_\_\_\_\_

**Target Species: Phragmites**

**Comments and/or special instruction for the property:** \_\_\_\_\_

\_\_\_\_\_

### The purpose of this document is to:

1. Authorize the members and volunteers of the Ingham, Clinton, Eaton, and Ionia Conservation Districts, the MM-CISMA and its grant partner organizations, or its contractor(s) to access land for identification, verification, and treatment of targeted invasive species.
2. Contracted labor coordinated by the MM-CISMA or MM-CISMA staff will conduct treatment of targeted invasive species using best management practices and will follow all applicable state regulations. Treatment may include mechanical, chemical, or biological methods. The MM-CISMA will obtain all necessary state permits as needed.
3. MM-CISMA, its agents, partners, members, and volunteers agree to hold the property owner/governmental unit harmless for all claims, suits or actions whatsoever, resulting from this cooperative agreement and to absolve the governmental unit from all liabilities related to actions conducted by MM-CISMA. Likewise, the property owner/governmental unit agrees to hold MM-CISMA, its agents, partners, members, and volunteers harmless for all claims, suits or actions whatsoever resulting from this cooperative agreement.
4. The property owner/governmental unit responsible for the land grants permission for a period of time to be determined in cooperation with the MM-CISMA for up to five years or until formally revoked, either orally or in writing. Permission is also granted for projects monitored by MM-CISMA and its partner organizations.
5. This agreement shall be effective upon the signature of all the parties listed below.

\_\_\_\_\_  
Print name of authorized property representative

\_\_\_\_\_  
Signature of authorized property representative

\_\_\_\_\_  
Date

Samantha Strandmark, Regional Invasive  
Species Coordinator

Print name of MM-CISMA representative

  
Signature of MM-CISMA representative

08/05/2  
022  
Date

# CERTIFICATE OF SURVEY

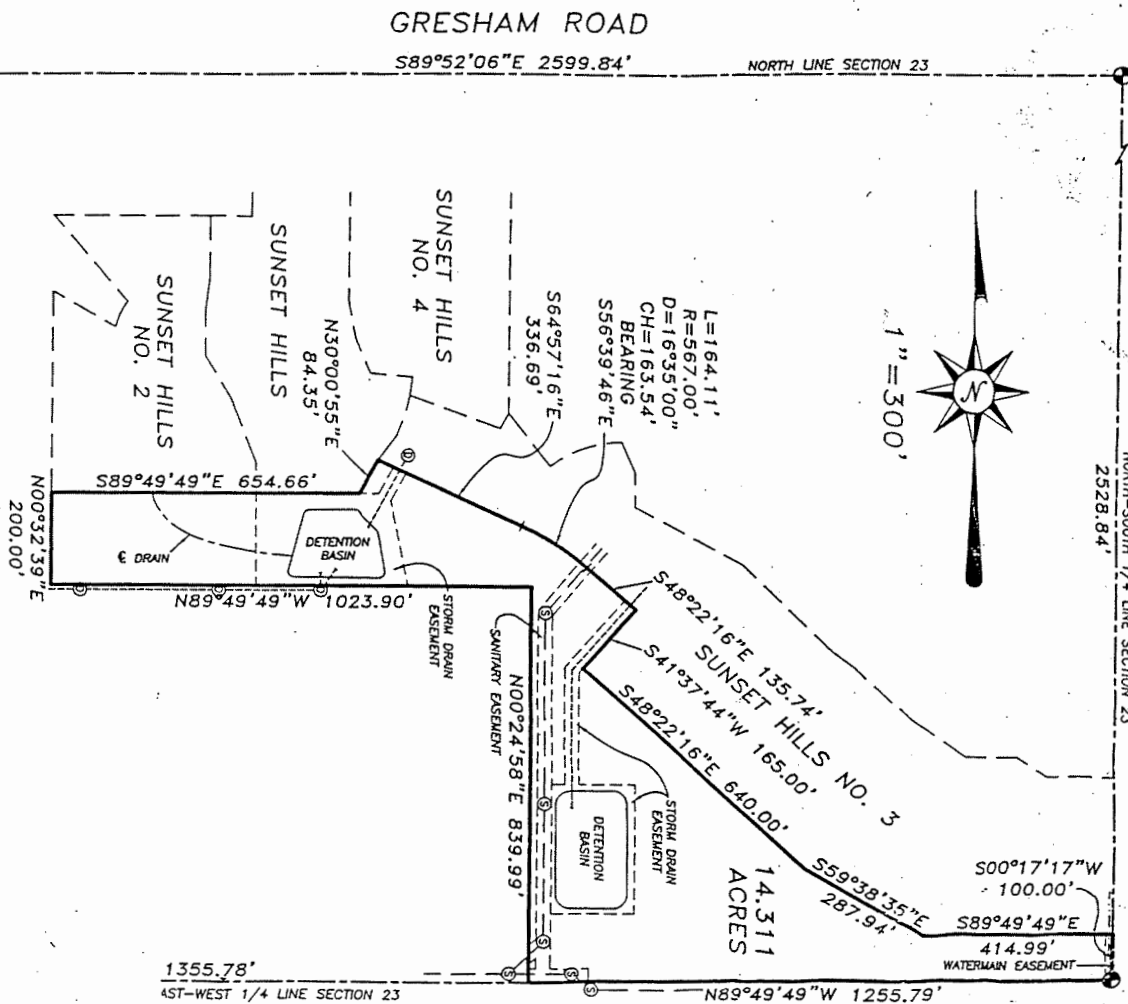
NORTH 1/4 CORNER  
SECTION 23, T3N, R4W  
LIBER 2, PAGE 264

NORTH-SOUTH 1/4 LINE SECTION 23  
2528.84'

CENTER OF SECTION  
SECTION 23, T3N, R4W  
LIBER 2, PAGE 548



1" = 300'



We hereby certify that we have surveyed the property herein described, and that there are no visible encroachments upon the described property, except as shown hereon.  
 We further certify that we have fully complied with the requirements of Section 5, public act 132 of 1970, and that the ratio of error of closure of this survey is no greater than 1/5000.

*Fred N. White*  
 Fred N. White, P.S. No. 12034

## LEGEND

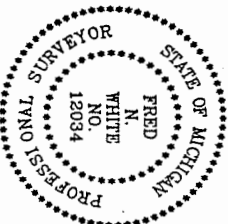
- O Set Iron
- Found Iron
- X-X-X Fence Line
- R= Recorded Distance
- M= Measured Distance
- D= Deeded Distance

FOR:

SUNSET HILLS LLC  
 1020 CREYTS ROAD  
 LANSING, MI 48917

FRED WHITE ENGINEERING COMPANY, INC.  
 2300 NORTH GRAND RIVER AVENUE LANSING, MICHIGAN 48906  
 PHONE 517-321-7111 FAX 517-321-0799

FIELD	-	DATE	21 JUNE 2005
DRAWN	EKB	SURVEY NO.	026104-4
CHECKED	FNW	SHEET	1 OF 2



# williams&works

engineers | surveyors | planners

Phone: (616) 224-1500

Fax: (616) 224-1501

## Preliminary Construction Cost Opinion

Project: City of Pottersville TIFA

Project No.: 215048

319 N. Nelson St.

Location: Pottersville, 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

By: DCM

Date: 8/3/2022

Chk'd: BM



# VERMONTVILLE & LANSING INTERSECTION



williams&works

# CITY OF POTTERVILLE

EATON COUNTY, MICHIGAN

## VERMONTVILLE HWY PAVEMENT MARKING PLAN

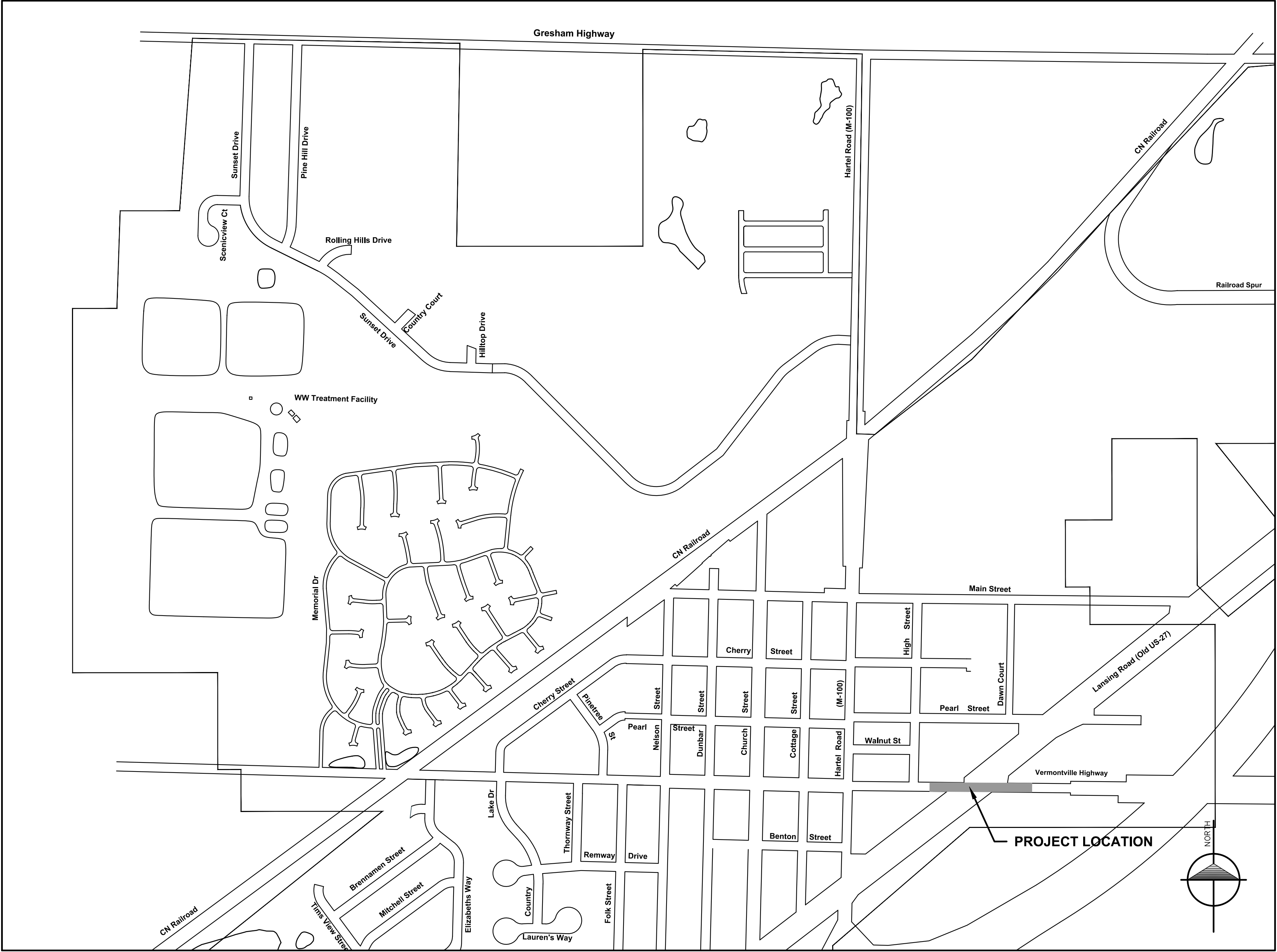


VICINITY MAP



**LEGEND**

PROJECT AREA



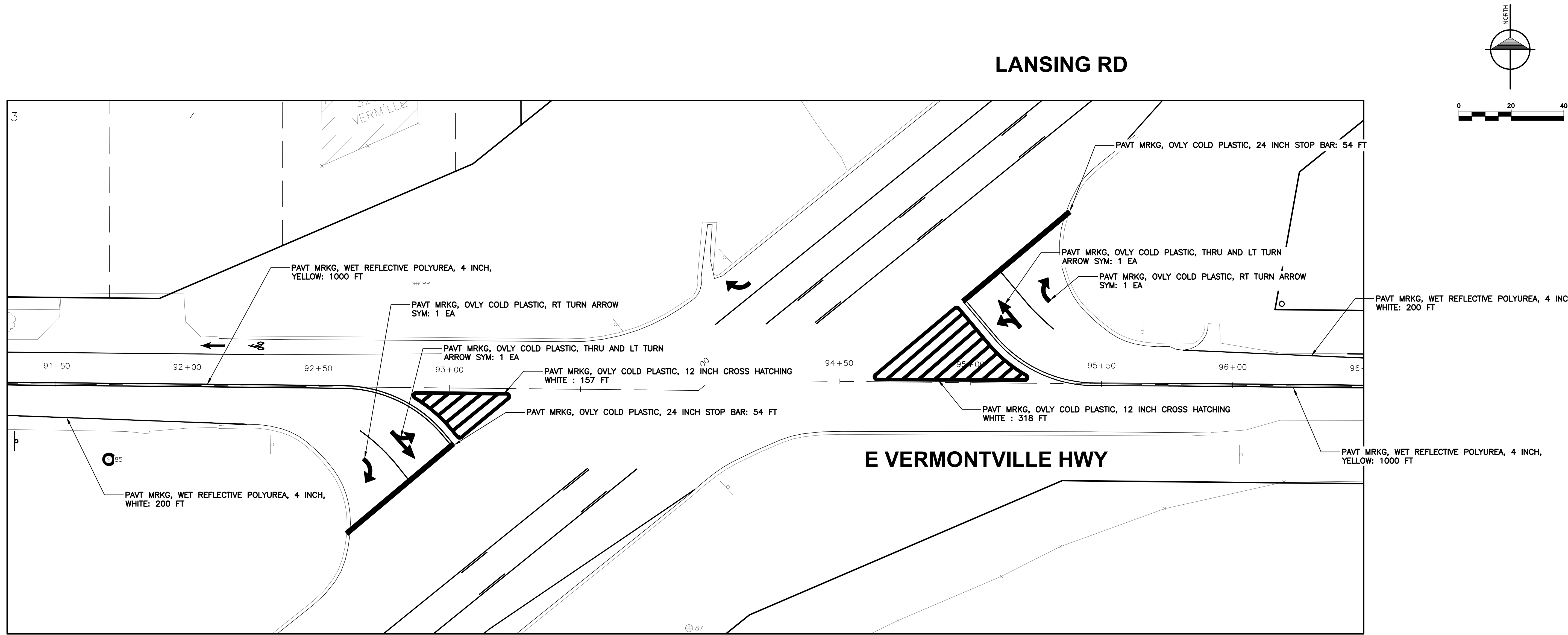
LOCATION MAP  
NOT TO SCALE

**INDEX OF SHEETS**

1	COVER SHEET
2	PAVEMENT MARKING PLAN

Aug 01, 2022 - 1:28pm P:\Projects\220088 Vermontville & Lansing Intersection\220088\plan-cover-sheet.dwg, REF: [0]a By: MICKEND

DESIGNED BY	DATE	08/2022
D. MICKEVICH	DATE	08/2022
DRAWN BY	DATE	08/2022
D. MICKEVICH	DATE	08/2022
CHECKED BY	DATE	08/02/22
B. MIERAS	DATE	08/02/22
PROJECT	220088	
FILE	Plt-Layout	



PAVEMENT MARKING PLAN

NO.	ISSUED FOR	BY	DATE
1.	CLIENT REVIEW	INI	7/22/20

CITY OF POTTERVILLE EATON COUNTY, MICHIGAN VERMONTVILLE & LANSING INTERSECTION PAVEMENT MARKING PLAN
---

DESIGNED BY D. MICKEVICH	DATE 08/20/22
DRAWN BY D. MICKEVICH	DATE 08/20/22
CHECKED BY B. MIERAS	DATE 08/02/22
PROJECT 220086	
FILE Pit-Layout	
2	
SHEET NO.	

# williams&works

engineers | surveyors | planners

August 16, 2022

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

**Re: Vermontville Hwy. and Lansing Rd. Intersection  
Safety Improvements**

Dear Mr. Sheridan:

The intersection of Vermontville Hwy. and Lansing Rd. is a major intersection in the City of Potterville. It is a skewed and complex intersection, with an acute angle of 40 degrees and an obtuse angle of 140 degrees. The severe skew creates an expanse of pavement on the approach of Vermontville Hwy. to Lansing Rd. for vehicles wishing to turn right, or left, or proceed straight thru. There is no traffic signal at the intersection. There is a stop sign on each side for traffic on Vermontville Hwy. Traffic on Vermontville Hwy. must yield to traffic on Lansing Rd. A project to reduce the likelihood of a crash was initiated by City of Potterville in the summer of 2020 in response to anecdotal data regarding the safety of the intersection. A subsequent accident history search found 21 reported accidents in that intersection in the years 2015 through 2019. See the link below.

<https://www.michigantrafficcrashfacts.org/querytool/table/0#q1;0;01012015-12312019;j23004879,42.625675,-84.735508;0,54:1&p>

An inquiry was made in 2020 with MDOT and the Eaton County Road Commission (ECRC) if the crash history would support a grant for safety improvements. MDOT and ECRC did not believe the crash history supported making an application for a grant for safety improvements.

Several lower cost options were presented to the city for consideration in July of 2020. No immediate action was taken on any of those options. A serious accident at this intersection in 2022 brought attention back to this intersection and restarted the conversation about making the intersection safer.

Crash data from 2017 through 2021 (18 reported accidents) can be found here.

<https://www.michigantrafficcrashfacts.org/querytool/lists/0#q1;0;01012017-12312021;j23004879,42.625675,-84.735508;0,54:1>

A TIFA meeting was held on July 11, 2022. The meeting included a review of the options presented in July 2020, and a trip to the intersection to view traffic movement through the intersection. It was decided at that time to focus the design on pavement markings that would channel traffic into the most common traffic pattern through the intersection. That pavement marking plan, which showed the left and thru lane adjacent to the right turn lane with a pavement marking island at the center

Mr. Sheridan  
Page 2 of 2  
August 16, 2022

line, was provided to the ECRC for their approval. ECRC recommended changes to the marking plan, and stated they had no jurisdictional control over the intersection outside of the thru lanes of Lansing Rd. Attempts are underway to confirm the jurisdictional boundary lines between Lansing Rd. and Vermontville Hwy. It is the goal of the City of Pottersville to proceed with an intersection improvement plan that has the approval of the ECRC.

The pavement marking plan was revised to accommodate ECRCs comments, as verbalized to W&W. The plan now shows a pavement marking island on Vermontville Hwy separating a right turn lane right to the curb, and a thru/left turn lane along the centerline of the road. The plan is mirrored on each side of Vermontville Hwy. The purpose of the markings is to discourage a vehicle from entering the intersection between a car waiting to turn right and a car waiting to turn left. Clear stop bars would also be provided parallel to Lansing Rd. The thru/left turn lane would start a 12' wide and flare out to a width of 24' at the stop bar to allow for a more perpendicular stop at Lansing Rd. for better visibility, if a driver so chose.

The pavement marking plans were created using guidance from the AASHTO Green Book, the MMUTCD, the MDOT Intersection Guide, 2008, and comments from the ECRC. Past practices were also researched.

The following design references are cited.

MDOT Michigan Intersection Guide 2008

Chapter 5.1 Improve Visibility of Intersection by Providing Enhanced Signing and Delineation.

Chapter 7.2 Provide Lane Assignment Signing or Markings at Complex Intersections.

Appendix E

Please review the revised pavement marking plan. Research will continue into the jurisdictional control of the intersection, with the goal of attaining mutual agreement on the best path forward for reducing the likelihood of accidents at this intersection.

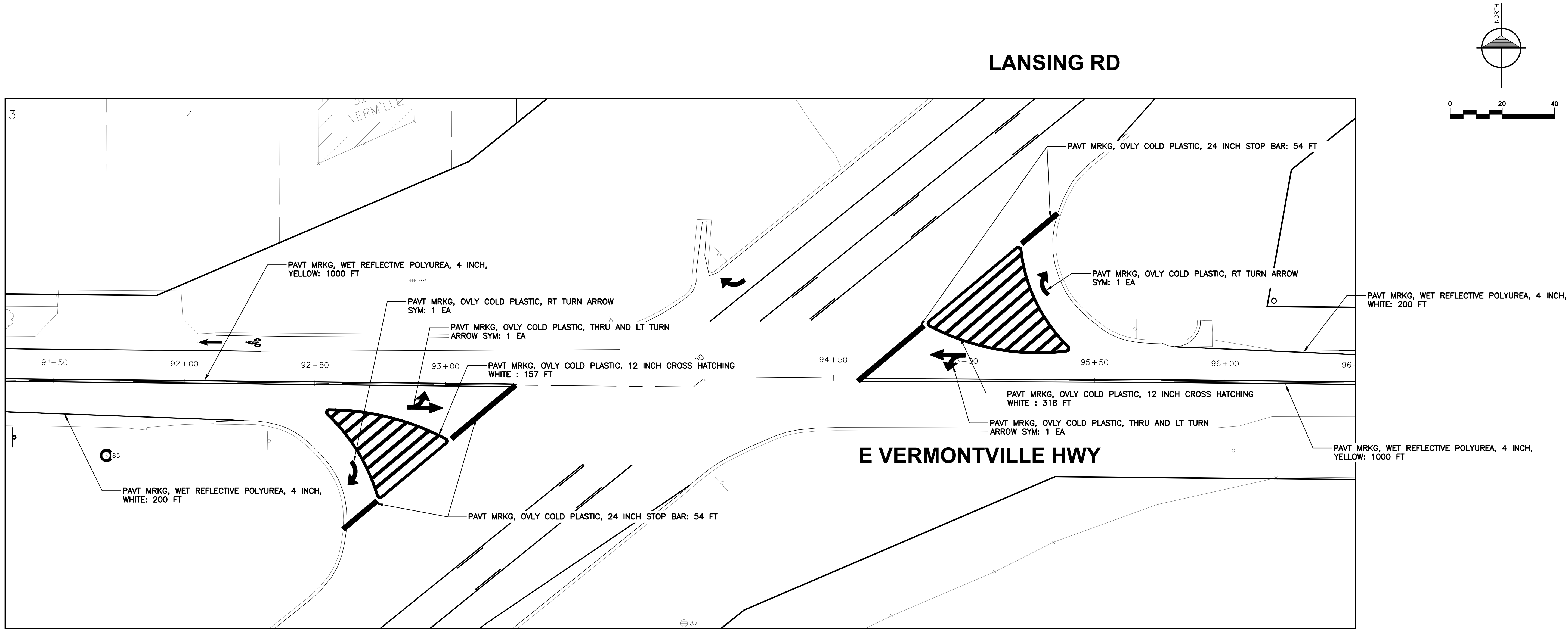
Sincerely,

**Williams & Works**

Brandon Mieras, P.E.  
Principal

Enclosure: Pavement Marking Plan 8-16-2022 (Not for Construction)

Cc: Larry Thelen, MDOT  
David Mickevich, EIT, Williams & Works  
File



PAVEMENT MARKING PLAN

QUANTITIES THIS SHEET

QTY	UNIT	ITEM DESCRIPTION
475	FT	PAVT MRKG, OVLY COLD PLASTIC, 12 INCH CROSS HATCHING, WHITE
106	FT	PAVT MRKG, OVLY COLD PLASTIC, 24 INCH, STOP BAR
212	SFT	RECESSING PAVT MRKG, TRANSV
800	FT	REM SPEC MRKG
400	FT	PAVT MRKG, WET REFLECTIVE POLYUREA, 4 INCH, WHITE
2000	FT	PAVT MRKG, WET REFLECTIVE POLYUREA, 4 INCH, YELLOW
2	EA	PAVT MRKG, OVLY COLD PLASTIC, THRU AND LT TURN ARROW SYM
2	EA	PAVT MRKG, OVLY COLD PLASTIC, RT TURN ARROW SYM

NOT FOR CONSTRUCTION

NO.	ISSUED FOR	BY	DATE
1.	CLIENT REVIEW	BM	8/16/22

CITY OF POTTERVILLE  
EATON COUNTY, MICHIGAN  
VERMONTVILLE & LANSING INTERSECTION  
PAVEMENT MARKING PLAN

DESIGNED BY	DATE	DRAWN BY	DATE	CHECKED BY	DATE
D MICKEVICH	08/2022	D MICKEVICH	08/2022	B MIERAS	08/16/22

PROJECT 220086

FILE Pit-Layout

# williams&works

engineers | surveyors | planners

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:

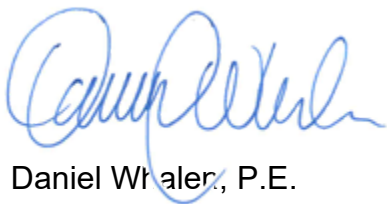
Raymer Company	\$61,440.00
Peerless Midwest, Inc.	no bid received
Northern Pump & Well	\$83,000.00

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 Waler, P.E.

Enclosure: Bid Tabulation

Cc: Brandon Mieras, Williams & Works

CITY OF POTTERVILLE  
CONSTRUCTION AND TESTING OF WELL NO. 5ARTICLE 1-SCHEDULE OF PRICES

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

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

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Est Quant.</u>	<u>Unit Price</u>	<u>Amount</u>
1	Bonds, Insurance and General Conditions	Lsum	1	\$ <u>2,000.00</u>	\$ <u>2,000.00</u>
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	\$ <u>80.00</u>	\$ <u>6,400.00</u>
4	Drill 11-3/4 inch diameter open borehole to 200 feet	LF	120	\$ <u>80.00</u>	\$ <u>9,600.00</u>
5	12-inch Steel Casing including Neat Cement Grout	LF	80	\$ <u>198.00</u>	\$ <u>15,800.00</u>
6	Well Development	HR	20	\$ <u>350.00</u>	\$ <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>	\$ <u>12,000.00</u>
8	Plumbness/Alignment Testing	LS	1	\$ <u>1,800.00</u>	\$ <u>1,800.00</u>
9	Digital Video of Completed Production Well	LS	1	\$ <u>1,800.00</u>	\$ <u>1,800.00</u>
<b>Total Bid</b>					\$ <u>61,440.00</u>

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.

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



# POTTERVILLE, MI

*"The City of Helping Hands"*

---

## **City of Potterville Eaton County, Michigan**

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CONSTRUCTION AND TESTING OF PRODUCTION WELL No. 5

CONTRACT SPECIFICATIONS

**williams&works**  
engineers | surveyors | planners

Project No. 220006  
July 2022

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SECTION 00 10 0000 10 00.1  
BID SOLICITATION

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

7/26/2022

City of Potterville Well No. 5  
Project Number 220006

SECTION 00 20 0000 20 00.1  
INSTRUCTIONS TO BIDDERSARTICLE 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.
- 5.2 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 0000 20 00.2  
INSTRUCTIONS TO BIDDERS

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

SECTION 00 20 0000 20 00.3  
INSTRUCTIONS TO BIDDERSARTICLE 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.
- 13.2 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

SECTION 00 20 0000 20 00.4  
INSTRUCTIONS TO BIDDERS

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 0000 30 00.1  
EXISTING INFORMATION

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



**Import ID:**

Failure to comply is a misdemeanor.

<b>Tax No:</b>	<b>Permit No:</b>	<b>County:</b> Eaton	<b>Township:</b> Benton			
<div>Well ID: 230000012506</div> <div>Elevation:</div> <div>Latitude: 42.63293</div> <div>Longitude: -84.74004</div> <div>Method of Collection: GPS Std Positioning Svc SA Off</div>		<b>Town/Range:</b> 03N 04W	<b>Section:</b> 23	<b>Well Status:</b> Active	<b>WSSN:</b> 5550	<b>Source ID/Well No:</b> TW-01-2020
		<b>Distance and Direction from Road Intersection:</b> 225 FT. WEST OF N. HARTEL RD. (M-100) & 225 FT. SOUTH OF SUNSET DR.				
		<b>Well Owner:</b> CITY OF POTTERVILLE				
		<b>Well Address:</b> SUNSET DR. POTTERVILLE, MI 48876			<b>Owner Address:</b> 319 N. NELSON ST. POTTERVILLE, MI 48876	

<b>Drilling Method:</b> Rotary <b>Well Depth:</b> 200.00 ft. <b>Well Type:</b> New	<b>Well Use:</b> Test well <b>Date Completed:</b> 2/28/2020	<b>Pump Installed:</b> No <b>Pressure Tank Installed:</b> No <b>Pressure Relief Valve Installed:</b> No
<b>Casing Type:</b> PVC plastic <b>Casing Joint:</b> Solvent welded/glued <b>Casing Fitting:</b> Shale packer/trap, Rotary shoe, Centralizer	<b>Height:</b> 1.00 ft. above grade	
<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		
<b>Static Water Level:</b> 43.00 ft. Below Grade <b>Well Yield Test:</b> Pumping level 52.00 ft. after 4.00 hrs. at 105 GPM		<b>Formation Description</b> <b>Thickness</b> <b>Depth to Bottom</b>
<b>Screen Installed:</b> No <b>Intake:</b> Bedrock Well		Topsoil Brown Clay & Stones Brown Clay & Stones Sandy Brown Clay & Stones Red Clay & Stones Gray Clay Conglomerate W/Limestone Gray Clay & Stones Gray Clay W/Sandstone Sand & Gravel Gray Sandstone W/Clay Blue Sandstone White White Sandstone Gray Shale
<b>Well Grouted:</b> Yes <b>Grouting Method:</b> Grout pipe outside casing <b>Grouting Material</b> Neat cement		
<b>Bags</b> 25.00		
<b>Additives</b> None		
<b>Depth</b> 0.00 ft. to 88.00 ft.		
<b>Wellhead Completion:</b> 12 inches above grade		<b>Geology Remarks:</b>
<b>Nearest Source of Possible Contamination:</b> <b>Type</b> None		<b>Drilling Machine Operator Name:</b> B. LARSEN <b>Employment:</b> Employee
		<b>Contractor Type:</b> Water Well Drilling Contractor <b>Business Name:</b> Raymer Company Inc <b>Business Address:</b> 1357 Comstock St, Marne, MI, 49435
		<b>Reg No:</b> 70-2055 <b>Water Well Contractor's Certification</b> This well and/or pump installation was performed under my registration.
		<b>Signature of Registered Contractor</b> <b>Date</b>
<b>General Remarks:</b>		
<b>Other Remarks:</b>		

Completion is required under authority of Part 127 Act 368 PA 1978.



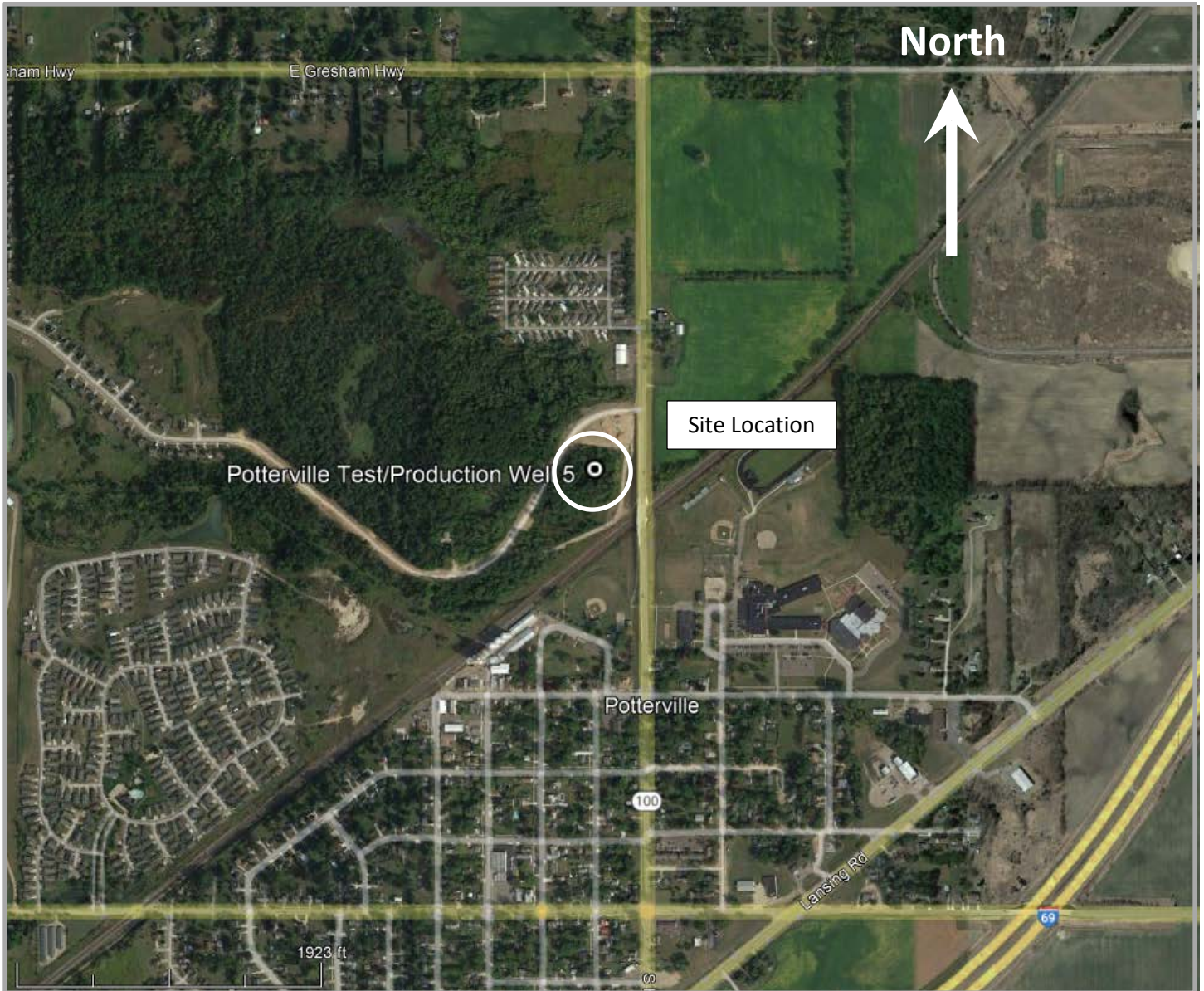
**Import ID:**

Failure to comply is a misdemeanor.

<b>Tax No:</b>	<b>Permit No:</b>	<b>County:</b> Eaton	<b>Township:</b> Benton			
<div>Well ID: 230000012515</div> <div>Elevation:</div> <div>Latitude: 42.63328</div> <div>Longitude: -84.73976</div> <div>Method of Collection: Interpolation-Map</div>		<b>Town/Range:</b> 03N 04W	<b>Section:</b> 23	<b>Well Status:</b> Active	<b>WSSN:</b> 5550	<b>Source ID/Well No:</b> TW-02-2020
		<b>Distance and Direction from Road Intersection:</b> 100 FT. WEST OF N. HARTEL RD. (M-100 HWY.) & 400 FT. SOUTH OF SUNSET DR.				
		<b>Well Owner:</b> CITY OF POTTERVILLE				
		<b>Well Address:</b> SUNSET DR. POTTERVILLE, MI 48876			<b>Owner Address:</b> 319 N. NELSON ST. POTTERVILLE, MI 48876	

<b>Drilling Method:</b> Rotary	<b>Pump Installed:</b> No														
<b>Well Depth:</b> 200.00 ft.	<b>Pressure Tank Installed:</b> No														
<b>Well Type:</b> New	<b>Pressure Relief Valve Installed:</b> No														
<b>Casing Type:</b> PVC plastic															
<b>Height:</b> 1.00 ft. above grade															
<b>Casing Joint:</b> Solvent welded/glued															
<b>Casing Fitting:</b> Shale packer/trap, Rotary shoe, Centralizer															
<b>Diameter:</b> 5.00 in. to 77.00 ft. depth SDR: 21.00															
<b>Borehole:</b> 8.75 in. to 77.00 ft. depth 4.50 in. to 200.00 ft. depth															
<b>Static Water Level:</b> 46.00 ft. Below Grade	<table border="1"><thead><tr><th>Formation Description</th><th>Thickness</th><th>Depth to Bottom</th></tr></thead><tbody><tr><td>Topsoil</td><td>1.00</td><td>1.00</td></tr><tr><td>Brown Clay &amp; Stones</td><td>27.00</td><td>28.00</td></tr><tr><td>Boulders</td><td>2.00</td><td>30.00</td></tr></tbody></table>			Formation Description	Thickness	Depth to Bottom	Topsoil	1.00	1.00	Brown Clay & Stones	27.00	28.00	Boulders	2.00	30.00
Formation Description				Thickness	Depth to Bottom										
Topsoil				1.00	1.00										
Brown Clay & Stones				27.00	28.00										
Boulders	2.00	30.00													
<b>Well Yield Test:</b>															
<b>Yield Test Method:</b> Test pump															
Pumping level 55.00 ft. after 2.00 hrs. at 110 GPM															
<b>Screen Installed:</b> No	<b>Intake:</b> Bedrock Well														
	Brown Gravel Sand Clay														
	Gray Clay Red														
	Gray Clay & Gravel W/Sandstone														
	Sandstone & Shale														
	Gray Shale														
	Blue Sandstone														
	Gray Shale														
	White Sandstone														
	Gray Shale														
<b>Well Grouted:</b> Yes	<b>Grouting Method:</b> Grout pipe outside casing														
<b>Grouting Material</b>	<b>Bags</b>	<b>Additives</b>	<b>Depth</b>	<b>Geology Remarks:</b>											
Neat cement	20.00	None	0.00 ft. to 77.00 ft.												
<b>Wellhead Completion:</b> 12 inches above grade				<b>Drilling Machine Operator Name:</b> B. LARSEN											
<b>Nearest Source of Possible Contamination:</b>				<b>Employment:</b> Employee											
<b>Type</b>	<b>Distance</b>	<b>Direction</b>													
None															
				<b>Contractor Type:</b> Water Well Drilling Contractor											
				<b>Reg No:</b> 70-2055											
				<b>Business Name:</b> Raymer Company Inc											
				<b>Business Address:</b> 1357 Comstock St, Marne, MI, 49435											
				<b>Water Well Contractor's Certification</b>											
				This well and/or pump installation was performed under my registration.											
				<b>Signature of Registered Contractor</b>											
				<b>Date</b>											
<b>General Remarks:</b>															
<b>Other Remarks:</b>															

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





SECTION 00 40 0000 40 00.1  
PROPOSALCITY OF POTTERVILLE  
CONSTRUCTION AND TESTING OF WELL NO. 5

City of Pottersville  
319 N. Nelson  
Pottersville, 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

SECTION 00 40 0000 40 00.2  
PROPOSAL

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 0000 40 00.3  
PROPOSAL

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

\*Joint BIDDERS including:

Firm Name	City	State
_____	_____	_____
_____	_____	_____
_____	_____	_____

We hereby authorize \_\_\_\_\_ to sign the Bid on behalf of the firms listed:

_____ Signature and Title	_____ Firm
_____ Signature and Title	_____ Firm
_____ Signature and Title	_____ Firm

\*A Corporation, duly organized in good standing and doing business under the laws of the state of \_\_\_\_\_, for whom \_\_\_\_\_ bearing the office title of \_\_\_\_\_ whose signature is affixed to this proposal, is duly authorized to execute contracts. If a foreign corporation, the BIDDER states this corporation is qualified to and will register in state in which project Work is located.

\*A Partnership, all members of which with address are:

_____	_____
_____	_____
_____	_____
_____	_____

\*An Individual whose name with address is:

_____	_____
-------	-------

SECTION 00 41 0000 41 00.1  
BID FORMCITY OF POTTERVILLE  
CONSTRUCTION AND TESTING OF WELL NO. 5ARTICLE 1-SCHEDULE OF PRICES

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

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

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Est Quant.</u>	<u>Unit 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/Alignment Testing	LS	1	\$ _____	\$ _____
9	Digital Video of Completed Production Well	LS	1	\$ _____	\$ _____
				<b>Total Bid</b>	<b>\$ _____</b>

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.

<u>Item No.</u>	<u>Description</u>	<u>Add/Deduct Amount (Dollars)</u>
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SECTION 00 41 0000 41 00.2  
BID FORMARTICLE 3-TIME ALTERNATE

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.

ARTICLE 4-SUBCONTRACTOR LISTING

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

SECTION 00 50 0000 50 00.1  
AGREEMENT

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: **(XXXXXXXX)**.
- 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.

SECTION 00 50 0000 50 00.2  
AGREEMENTARTICLE 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.

7.2 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 0000 50 00.3  
AGREEMENT

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)\_\_\_\_\_  
Title \_\_\_\_\_

WITNESS

OWNER\_\_\_\_\_  
City of Pottersville  
(Owner)\_\_\_\_\_  
Aaron Sheridan\_\_\_\_\_  
By \_\_\_\_\_  
(Signature)\_\_\_\_\_  
Title City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
OWNER's Attorney

SECTION 00 50 0000 50 00.4  
AGREEMENT

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

\*A Corporation: The same officer shall not execute both the Agreement and this certificate, unless only one person occupies all corporation offices.

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, that the Agreement was duly signed for and in behalf of the corporation by authority of its board of directors, and is within the scope of its corporate powers. If a foreign corporation, this corporation is qualified to and will register in state in which project Work is located.

\_\_\_\_\_  
(Date) (Signature) LS

\*A Partnership: The same officer shall not execute both the Agreement and this certificate, unless only one person occupies all partnership offices.

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the partnership named as CONTRACTOR herein; that \_\_\_\_\_, who signed this Agreement on behalf of the partnership, was then \_\_\_\_\_ of the partnership, that the Agreement was duly signed for and in behalf of the partnership by authority of its partners, and is within the scope of its partnership powers. If a foreign partnership, this partnership is qualified to and will register in state in which project Work is located.

\_\_\_\_\_  
(Date) (Signature) L.S.

\*A Joint Venture: The same officer shall not execute both the Agreement and this certificate, unless only one person occupies all offices.

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ engaged in a Joint Venture with \_\_\_\_\_, a \_\_\_\_\_, pursuant to a Joint Venture Agreement dated \_\_\_\_\_, 2022; that \_\_\_\_\_, who signed this Agreement on behalf of \_\_\_\_\_, was then its \_\_\_\_\_, that this Agreement was duly signed for and in behalf of the Joint Venture in accordance with the Joint Venture Agreement and by authority of the members of the Joint Venture.

\_\_\_\_\_  
(Date) (Signature) LS

SECTION 00 61 1300 61 13.1  
PERFORMANCE BONDPERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_, as Principal, and \_\_\_\_\_, a Corporation, organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business in the State of Michigan, as Surety, are held and firmly bound unto \_\_\_\_\_, as obligee, and hereinafter called OWNER, in the just and full sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment whereof the Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above Principal has entered into a written Contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2022, for \_\_\_\_\_ in accordance with plans and specifications prepared by Williams & Works, Inc., 549 Ottawa Avenue, N.W., Grand Rapids, Michigan, 49503 which Contract is hereby referred to and made a part hereof as fully and to the same extent as if the same were entirely written herein.

NOW, THEREFORE, the conditions of this obligation are such, that if the said Principal shall in all respects well and truly keep and perform the said Contract, and shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the purpose of constructing the work provided in said Contract, and shall defend, indemnify and save harmless the OWNER against any and all liens, incumbrances, damages, demands, expenses, costs and charges of every kind except as otherwise provided in said Contract Documents, arising out of or in relation to the performance of said Work and the provisions of said Contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period for one year from the date of final acceptance, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

AND PROVIDED, that any alterations which may be made in the terms of said Contract, or in the Work to be done under it, or any extension of time for the performance of said Contract, or any forbearance on the part of either party to the other, or the placing of an inspector or resident engineer thereon by the OWNER, shall not in any way release the Principal and Surety or either of them, their heirs, executors, administrators, successors or assigns from any liability hereunder; notice to the surety of any such alteration, extension or forbearance being hereby waived.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL:

\_\_\_\_\_  
By \_\_\_\_\_ (Seal)  
By \_\_\_\_\_

WITNESS:

\_\_\_\_\_

SURETY:

By \_\_\_\_\_ (Seal)  
Title \_\_\_\_\_

LOCAL ADDRESS OF AGENT FOR SURETY:

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

SECTION 00 61 1400 61 14.1  
PAYMENT BONDPAYMENT BOND

(under Act 213 of 1963)

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_, as Principal, and \_\_\_\_\_, a Corporation, organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business in the State of Michigan, as Surety, are held and firmly bound unto the (City/Village/Township) of \_\_\_\_\_, as obligee, and hereinafter called OWNER, in the just and full sum of (\$\_\_\_\_\_) lawful money of the United States of America, or the payment whereof the Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above Principal has entered into a written Contract with the OWNER, dated the \_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_ in accordance with plans and specifications prepared by Williams & Works Inc., 549 Ottawa Avenue N.W., Grand Rapids, MI 49503 which Contract is hereby referred to and made a part hereof as fully and to the same extent as if the same were entirely written herein;

AND WHEREAS, this bond is given in compliance with subject to the provisions of Act. No. 213 of the Public Acts of Michigan, for the year 1963, as amended by subsequent acts to date.

NOW, THEREFORE, the condition of this obligation is that if the Principal and his Subcontractors shall make all payments as they become due and payable of all amounts owing to Subcontractors and to parties supplying labor or materials to the Principal or to his Subcontractors in the prosecution of the Work provided for in said Contract (intending to include herein all claimants as defined in Section 6 of Act 213 of 1963, as amended), then this obligation shall be void, otherwise the same shall be in full force and effect;

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL:

\_\_\_\_\_  
By \_\_\_\_\_ (Seal)  
By \_\_\_\_\_

WITNESS:

\_\_\_\_\_

SURETY:

By \_\_\_\_\_ (Seal)  
Title \_\_\_\_\_

LOCAL ADDRESS OF AGENT FOR SURETY:

\_\_\_\_\_  
Street City State Zip Code

SECTION 00 70 0000 70 00.1  
GENERAL CONDITIONSARTICLE 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.
Bid Documents	The Bid and additional documents required to be submitted with the Bid as set 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.

SECTION 00 70 0000 70 00.2  
GENERAL CONDITIONS

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 0000 70 00.3  
GENERAL CONDITIONS

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 be 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 MATTERSCOPIES 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.

SECTION 00 70 0000 70 00.4  
GENERAL CONDITIONS**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.

SECTION 00 70 0000 70 00.5  
GENERAL CONDITIONSARTICLE 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

SECTION 00 70 0000 70 00.6  
GENERAL CONDITIONS

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
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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.

SECTION 00 70 0000 70 00.7  
GENERAL CONDITIONS

## 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.

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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.
- 6.5 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

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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:
  - 1. 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.
  - E. 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.

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- 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 cost. 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

- 6.25 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

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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 RESPONSIBILITIESGENERAL

- 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.

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## 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 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.

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## 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.
- 9.11 No decision made by ENGINEER in good faith, either to exercise or not to exercise authority under this 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

- 10.1 Without invalidating the Contract, OWNER may, at any time, order additions, deletions or revisions in the 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.
- 10.3 Additional work performed by CONTRACTOR without authorization of a Change Order will not entitle 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

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

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- 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.
  - B. 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:
- A. 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.
  - I. 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.

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- 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.
- 11.9 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
  - B. due to failure of OWNER to perform any obligations required of OWNER under these Contract Documents.

ARTICLE 13-WARRANTY, TESTS AND DEFECTIVE WORKWARRANTY 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.

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GENERAL CONDITIONS

- 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.

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## 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.
- 14.6 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

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GENERAL CONDITIONS

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.
  - B. 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.
  - D. 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.

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## 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.

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GENERAL CONDITIONS

## 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:
- A. 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

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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

- 16.1 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.
- 16.2 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.
- 16.4 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.
- 16.5 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.

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GENERAL CONDITIONS

- 16.7 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.
- 16.8 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 REPRESENTATIVEGENERAL

- 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.
  - D. 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.

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GENERAL CONDITIONS

- 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.
  - 2. Verify that all items required for Substantial Completion have been corrected or completed.
  - 3. 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.

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GENERAL CONDITIONS

## 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.

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00 70 00.25  
GENERAL CONDITIONSARTICLE 19-AFFIDAVIT OF COMPLETION

STATE OF MICHIGAN \_\_\_\_\_ )  
 \_\_\_\_\_ ) ss  
 COUNTY OF \_\_\_\_\_ )

The undersigned \_\_\_\_\_, as CONTRACTOR, being duly sworn, deposes and says that he entered into a contract with the \_\_\_\_\_, as OWNER, on the \_\_\_\_ day of \_\_\_\_\_, 2022 for the construction of \_\_\_\_\_. Deponent further says that the Work under the terms of the said Contract has been completed and all indebtedness incurred by him to subcontractors, material-men, and laborers in his employ has been paid in full or satisfactorily secured.

Deponent further says this affidavit is furnished before final payment or before the retainage, withheld in accordance with the provisions stated in said Contract, may be reduced.

Deponent further says he hereby waives and releases any and all claims or rights which he may have, in connection with said Contract, against OWNER or the premises upon which said Contract Work was performed, and agrees to indemnify OWNER against any and all such claims or rights which may be asserted by subcontractors, material-men, and laborers with whom CONTRACTOR has contracted for performance under said Contract.

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 the above described Contract, hereby give our consent to the payment to the CONTRACTOR as indicated above.

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

SIGNED: \_\_\_\_\_  
 (Attorney-in-fact)

SECTION 01 11 0001 11 00.1  
SUMMARY OF WORKPART 1 - GENERAL

## 1.01 SUMMARY OF WORK:

The City of Pottersville 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.

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SUBMITTAL PROCEDURESPART 1-GENERAL

## 1.01 CONSTRUCTION SCHEDULES:

- A. General:
  - 1. Coordinate with work by others as explained in the General Conditions
  - 2. 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.
    - b. Start dates and durations for each major trade group, work tasks or other subdivisions of the work.
    - c. 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:
  - 1. 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:
  - 1. 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

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SUBMITTAL PROCEDURES

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.

2. 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:

## 1. 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.

## 2. Deviation From Contract:

- a. 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:

1. 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.
2. 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

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SUBMITTAL PROCEDURES

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:

- 1. 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.
- 2. 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.
- 4. 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

# williams&works

engineers | surveyors | planners

## SHOP DRAWING TRANSMITTAL FORM

**To:** Dan Whalen, P.E.  
Williams & Works  
549 Ottawa Ave., N.W.  
Grand Rapids, MI 49503

**Date:** \_\_\_\_\_  
**Job Name:** Potterville Well No. 5  
**Job No.:** 220006  
**Job Location:** City of Potterville, Eaton Co., MI  
**Contractor:** \_\_\_\_\_

### We are sending you:

☐ Plans
 ☐ Specifications
 ☐ Change Order No. \_\_\_\_\_  
☒ Shop Drawings
 ☐ Contract Documents
 ☐ Other \_\_\_\_\_

Quantity	Drawing No.	Description

### These are transmitted as checked below:

☐ Furnish as Submitted
 ☐ Rejected
 ☐ For Your Information  
☐ Furnish as Corrected
 ☐ For Approval
 ☐ For Grade Inspection  
☐ Revise and Resubmit
 ☐ For Field Use
 ☐ For Your Use  
☐ Submit Specified Item
 ☐ For File
 ☐ As Requested  
☐ \_\_\_\_\_
 ☐ \_\_\_\_\_
 ☐ \_\_\_\_\_

### Remarks:

\_\_\_\_\_  
 \_\_\_\_\_

**Copy to:** \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

**Authorized by:** \_\_\_\_\_

SECTION 01 77 0001 77 00.1  
WORK CLOSEOUTPART 1 - GENERAL

## 1.01 DESCRIPTION

- A. Cleaning:
  - 1. 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:
    - a. Remedies: Failure to clean-up promptly is considered to be defective Work:
      - (1) 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.

SECTION 33 21 0033 20 01.1  
WATER WELLS AND TESTINGPART 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.

SECTION 33 21 0033 20 01.2  
WATER WELLS AND TESTING

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

SECTION 33 21 0033 20 01.3  
WATER WELLS AND TESTINGPART 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:
  - 1. Complete, develop, clean and arrange with ENGINEER for required inspections and tests.
  - 2. 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

SECTION 33 21 0033 20 01.4  
WATER WELLS AND TESTING

- 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 Wellogie Water Well and Pump Record Submittals
  - C. Bore Hole Surveys:
    - 1. 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:
    - 1. 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
    - 1. 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