



HAMTRAMCK CITY COUNCIL
CITY COUNCIL CHAMBERS
3401 EVALINE STREET
HAMTRAMCK, MICHIGAN

REGULAR MEETING AGENDA

June 9, 2015

7:00 P.M.

-
1. CALL TO ORDER
 2. ROLL CALL
 3. PLEDGE OF ALLEGIANCE
 4. COMMUNITY ANNOUNCEMENTS
 5. PROCLAMATIONS/RECOGNITIONS
 6. ADDITIONS/DELETIONS AGENDA APPROVAL
 7. PUBLIC INPUT AND PRESENTATIONS (*FOR ITEMS ON AGENDA, THREE (3) MINUTES PER INDIVIDUAL; ITEMS NOT ON AGENDA TWO (2) MINUTES PER INDIVIDUAL*).
 - A. Retirement of Fire Marshal Greg McBryar
 8. CONSENT AGENDA: The following items will be adopted on a single motion without discussion, unless a Member requests separate consideration.
 - A. Approval of Minutes: May 26, 2015 Regular Meeting
 - B. Approval of Invoice Register Report Date Ending June 9, 2015
 - C. Approval of Pre-Approved Expenditures Date Ending June 9, 2015
 - D. Closing of Veteran's Park Saturday July 25, 2015 for the Hamtramck Schools Fireworks Show
 - E. Approval of Resolution 2015- 18 Closing of Veteran's Park Saturday July 25, 2015 for the Hamtramck Schools Fireworks Show
 - F. Awarding of a Contract for Spray Patching to Highway Maintenance & Construction
 9. PUBLIC HEARINGS:
 - A. Approval of Ordinance 2015-01 Providing for the General Appropriations of the City, Setting Millage Rates and Adopting the City's Budget for FY 2015-16; Adopting a Fee Schedule for Public Records and Services for FY 2015-16; Adopting Water and Sewerage Disposal Rates for FY 2015-16
 10. NEW BUSINESS:
 11. REPORTS:
 - MAYOR
 - MAYOR PRO-TEM
 12. COMMENTS:
 - COUNCIL MEMBERS
 - CITY MANAGER

ADJOURNMENT

Notice issued in accordance with the Michigan Open Meetings Act.

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (SDA) is asked to contact the City Clerk's Office at 313-870-0342. Staff will be happy to make the necessary arrangements.

June 2, 2015

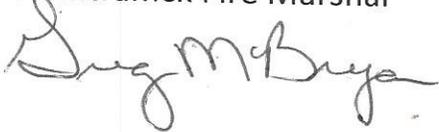
To the Hamtramck City Council:

Please accept this as my notice of intent to retire from the Hamtramck Fire Department, effective June 19, 2015. I have been with the department for the past 25 years and this was certainly not an easy decision to make. I have thoroughly enjoyed my time with the department and will miss working with such a fine group of guys and the relationships I have made throughout City Hall the city of Hamtramck.

Sincerely,

Gregory McBryar,

Hamtramck Fire Marshal

A handwritten signature in cursive script, appearing to read "Gregory McBryar".

06-02-15 A10:03 IN



**MINUTES
REGULAR CITY COUNCIL MEETING
HAMTRAMCK, MICHIGAN
MAY 26, 2015
7:00 PM**

PRELIMINARY MATTERS

The Regular Meeting was called to order at 7:06 in the 2nd floor Council Chambers of City Hall, 3401 Evaline, and Hamtramck, Michigan by Mayor Karen Majewski.

Roll call: Mayor Majewski, Council Members: Zwolak, Karpinski, Walters, Musa, Miah, Hassan

Staff present: City Manager Katrina Powell; City Attorney Travis Mihelick; Fire Chief Paul Wilk; Acting Police Chief Ann Moise

Motion by Zwolak, Miah seconds to remove items E & F from Consent agenda and place as A & B on New Business

Motions passes with unanimous voice vote.

CONSENT AGENDA

- A. Approval of Minutes: May 12, 2015 Regular Meeting
- B. Approval of Invoice Register Report Date Ending May 26, 2015
- C. Approval of Pre-Approved Expenditures Date Ending May 26, 2015
- D. Approval of Resolution 2015-18 Supporting Universal Income Tax Withholding and Enhanced Tax Collection.

Motion by Karpinski, Walters Second to approve consent agenda

Motion passes with unanimous voice vote

NEW BUSINESS

- A. Approval of Resolution 2015-19 to Authorize Issuance of Water Supply and Sewerage Disposal System Revenue Bonds

Motion by Karpinski, Miah seconds

Ayes: Miah, Hassan, Karpinski, Walters, Zwolak, Musa

Nays: none

Absent: none

Motion Passes

- B. Approval of Resolution 2015-20 to Purchase, Acquire and Construct Improvements to the Water Supply and Sewerage Disposal

Motion by Karpinski, Walters seconds

Ayes: Miah, Hassan, Karpinski, Walters, Musa

Nays: Zwolak

Absent: none

Motion Passes

ADJOURNMENT

Motion by Karpinski, Walters seconds

Ayes: Karpinski, Walters, Zwolak, Musa, Miah, Hassan

Nays:

Motion Passes

Meeting Adjourned: 7:30

Attest:

August R. Gitschlag
City Clerk

DRAFT

To: The Honorable Mayor and City Council

From: Katrina Powell, City Manager

Date: June 9, 2015

Subject: Request Council Approval for Expenditures

Introduction:

This agenda item is for the City Council to approve payment of expenditures.

Overview:

These invoices cover the following expenditures:

- Water Line Maintenance
- Employee Reimbursements
- Office Supplies
- City Hall Maintenance
- Road Maintenance
- Prisoner Housing

Budget Impact:

The specific costs of these invoices are \$106,898.68 and will be run from the Fiduciary, General, and Water bank accounts.

Recommendation:

The City Manager and the Controller recommends the City Council approve the request to pay these expenditures in order to continue receiving services from the vendors.

Prepared by:

Jia Hang, Accounts Payable

Reviewed by:

Katrina Powell, City Manager
Bhama Cairns, Controller

Attachments:

Invoice Register Report for City of Hamtramck

06/04/2015 08:43 AM
 User: JHANG
 DB: HAMTRAMCK

INVOICE REGISTER REPORT FOR CITY OF HAMTRAMCK
 EXP CHECK RUN DATES 06/09/2015 - 06/09/2015
 BOTH JOURNALIZED AND UNJOURNALIZED
 OPEN - CHECK TYPE: PAPER CHECK

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
05272015 48197	ADAM HEATH FELCZAK MADCPO CONFERENCE MILEAGE & HOTEL 101-136-864.000 HOTEL ROOM 101-136-864.000 CONFERENCE MILEAGE	05/27/2015 JHANG	06/26/2015	337.95 162.00 175.95	337.95	O	N 05/29/2015
10987 48152	ADVANCED UNDERGROUND INSPECTION LLC TV'D AND CLEANED SERVICE LINES 592-557-787.000 TV'D AND CLEANED SERVICE LINES	05/15/2015 JHANG	06/14/2015	6,811.75 6,811.75	6,811.75	O	N 05/27/2015
9927115058 48200	AIRGAS USA, LLC 2158521 - OXYGEN RENTAL APR 2015 101-335-740.000 MONTHLY CYL RENTAL 101-335-740.000 HAZ MAT CHARGE	04/30/2015 JHANG	05/30/2015	22.38 13.88 8.50	22.38	O	N 05/29/2015
6139 48207	ARTWORKS PD GRAPHICS FOR 307 & 101-300-740.000 PD VEHICLE GRAPHICS FOR 307 & 308	05/26/2015 JHANG	06/25/2015	335.00 335.00	335.00	O	N 06/01/2015
05222015 48160	BOSNIAN AMERICAN ISLAMIC CENTER RETURN OF DEPOSIT 101-000-450.000 RETURN OF DEPOSIT - B.A.I.C.	05/22/2015 JHANG	06/21/2015	500.00 500.00	500.00	O	N 05/28/2015
8364 48177	CHIODINI & SONS PRINTING INC PEDDLER TAXI AND COIN LICENSES 101-215-904.000 BLANK LICENSE PAPER 101-215-904.000 BLANK TAXI BOND PAPER 101-215-904.000 JUNK LICENSES 101-215-904.000 PEDDLER LICENSES 101-215-904.000 TAXI TAGS 101-215-904.000 COIN TAGS	05/13/2015 JHANG	06/12/2015	488.20 35.00 17.00 72.70 72.70 72.70 218.10	488.20	O	N 05/28/2015
022657 48149	CONCEPT PRINTING SYSTEMS, INC INCOME TAX REFUND CHECKS 101-202-728.000 LASER CHECKS 101-202-728.000 SHIPPING	05/11/2015 JHANG	06/10/2015	321.28 287.50 33.78	321.28	O	N 05/26/2015
05212015 48162	CONSOLIDATED CONSULTING GROUP LLC RETURN OF FOIA OVERPAYMENT 101-000-694.D00 RETURN OF FOIA OVERPAYMENT	05/21/2015 JHANG	06/20/2015	144.00 144.00	144.00	O	N 05/28/2015

INVOICE REGISTER REPORT FOR CITY OF HAMTRAMCK
EXP CHECK RUN DATES 06/09/2015 - 06/09/2015
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN - CHECK TYPE: PAPER CHECK

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
2716C 48174	CPI EXCAVATING INC SERVICE REPAIR AT 12147 MCDUGALL 592-557-787.000	05/19/2015 JHANG	06/18/2015	2,100.00	2,100.00	O	N 05/28/2015
	SERVICE REPAIR AT 12147 MCDUGALL			2,100.00			
2715C 48181	CPI EXCAVATING INC SEWER REPAIR BROMBACH AND CANIFF - 592-557-787.000	05/19/2015 JHANG	06/18/2015	4,600.00	4,600.00	O	N 05/29/2015
	SEWER REPAIR BROMBACH AND CANIFF - 2650			4,600.00			
2717C 48182	CPI EXCAVATING INC 2 SEWER LEAD REPAIRS BROMBACH/CANIFF 592-557-787.000	05/20/2015 JHANG	06/19/2015	4,600.00	4,600.00	O	N 05/29/2015
	2 SEWER LEAD REPAIRS BROMBACH/CANIFF			4,600.00			
2718C 48183	CPI EXCAVATING INC NEW 2" SERVICE LINE 9426/9428 592-557-787.000	05/26/2015 JHANG	06/25/2015	5,800.00	5,800.00	O	N 05/29/2015
	NEW 2" SERVICE LINE 9426/9428 LUMPKIN			5,800.00			
2719C 48184	CPI EXCAVATING INC EMERGENCY DIG UP ON HOLIDAY 12147 592-557-787.000	05/26/2015 JHANG	06/25/2015	3,150.00	3,150.00	O	N 05/29/2015
	EMERGENCY DIG UP ON HOLIDAY 12147 MCDUG			3,150.00			
2720C 48185	CPI EXCAVATING INC SEWER REPAIR 2723 TROWBRIDGE 592-557-787.000	05/27/2015 JHANG	06/26/2015	4,600.00	4,600.00	O	N 05/29/2015
	SEWER REPAIR 2723 TROWBRIDGE			4,600.00			
2721C 48194	CPI EXCAVATING INC FIRE HYDRANT REPAIR OLIVER/CONANT 592-557-787.000	05/27/2015 JHANG	06/26/2015	1,500.00	1,500.00	O	N 05/29/2015
	FIRE HYDRANT REPAIR OLIVER/CONANT			1,500.00			
149808 48150	DETROIT ELEVATOR COMPANY HAMTCITYHA - EMERGENCY CALL - PERSON 101-265-776.000	05/21/2015 JHANG	05/31/2015	182.05	182.05	O	N 05/26/2015
	EMERGENCY CALL - PERSON STUCK IN ELEVATO			182.05			
149809 48151	DETROIT ELEVATOR COMPANY HAMTCITYHA - PROBLEM WITH OTHER 101-265-776.000	05/21/2015 JHANG	05/31/2015	177.00	177.00	O	N 05/26/2015
	PROBLEM WITH OTHER ELEVATOR			177.00			
823544 48201	DOUGLAS "THE TAILOR" 3 HAT BADGES INVOICE # 823544 101-335-740.000	05/16/2015 JHANG	06/15/2015	174.00	174.00	O	N 06/01/2015
	HAT BADGES B499-A			174.00			

INVOICE REGISTER REPORT FOR CITY OF HAMTRAMCK
 EXP CHECK RUN DATES 06/09/2015 - 06/09/2015
 BOTH JOURNALIZED AND UNJOURNALIZED
 OPEN - CHECK TYPE: PAPER CHECK

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
100-2647 48196	EMPIRE DISPOSAL TIRE REMOVAL/DISPOSAL - 275-275-953.001	05/22/2015 JHANG	06/21/2015	330.00	330.00	O	N 05/29/2015
	SCRAP TIRE REMOVAL - CDBG REIMB			330.00			
05292015 48205	ERIC STODDARD REIMB EMT REFRESHER 101-335-801.000	05/29/2015 JHANG	06/28/2015	325.00	325.00	O	N 06/01/2015
	REIMB EMT REFRESHER			325.00			
05212015 48186	EVA TKACZYK HOUSE COUNSEL 5/21/15 101-136-801.100	05/21/2015 JHANG	06/20/2015	250.00	250.00	O	N 05/29/2015
	HOUSE COUNSEL 5/21/15			250.00			
14182 48206	GREAT LAKES EMERGENCY PRODUCTS LLC 2015 TAHOE UPGRADE 266-367-970.000	05/22/2015 JHANG	06/12/2015	10,862.49	10,862.49	O	N 06/01/2015
	PARTS/INSTALLATION EQUIP NEW PD VEH			10,862.49			
1399 48173	HELPING HANDS CONSTRUCTION & REMODE REMOVED AND INSTALLED 6 AIR 101-265-740.000	05/22/2015 JHANG	06/21/2015	150.00	150.00	O	N 05/28/2015
	REMOVED AND INSTALLED 6 AIR CONDITIONERS			150.00			
1400 48178	HELPING HANDS CONSTRUCTION & REMODE REHAB TREASURER'S OFFICE - CARPET 225-225-776.000	05/22/2015 JHANG	06/21/2015	1,415.00	1,415.00	O	N 05/28/2015
	BUILDING DEMO - CARPET INSTALLATION			1,415.00			
30108-051015 48148	HENRY FORD HEALTH SYSTEM NEW HIRE FIT TEST - MONGE 101-335-801.000	05/12/2015 JHANG	06/11/2015	35.00	35.00	O	N 05/22/2015
	PROFESSIONAL SERVICES - MONGE			35.00			
30015-051015 48199	HENRY FORD HEALTH SYSTEM NEW HIRE FIT TEST - KERSTEN 101-335-801.000	05/12/2015 JHANG	06/11/2015	35.00	35.00	O	N 05/29/2015
	FIT TEST AND QUESTIONNAIRE			35.00			
3398 48153	HIGHWAY MAINTENANCE & CONST. CO SPRAY PATCH REPAIRS GALLAGHER 202-222-776.002	05/26/2015 JHANG	06/25/2015	8,143.73	8,143.73	O	N 05/27/2015
	SPRAY PATCH REPAIRS GALLAGHER			8,143.73			
15-1167 48217	INGERSOLL MECHANICAL INC. BOILER RESET/NO HEAT 3RD FLOOR 101-265-776.000	03/11/2015 JHANG	04/10/2015	618.45	618.45	O	N 06/01/2015
	BOILER RESET/NO HEAT 3RD FLOOR			618.45			

INVOICE REGISTER REPORT FOR CITY OF HAMTRAMCK
 EXP CHECK RUN DATES 06/09/2015 - 06/09/2015
 BOTH JOURNALIZED AND UNJOURNALIZED
 OPEN - CHECK TYPE: PAPER CHECK

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
15-1247 48218	INGERSOLL MECHANICAL INC. NO HEAT CITY MANAGER'S OFFICE 101-265-776.000	04/01/2015 JHANG	05/01/2015	272.50 272.50	272.50	O	N 06/01/2015
15-1166 48219	INGERSOLL MECHANICAL INC. RADIATOR REPAIRS 225-225-776.000	03/11/2015 JHANG	04/10/2015	13,931.75 13,931.75	13,931.75	O	N 06/01/2015
05272015 48180	KROT-FLEURY PROPERTIES LLC PD ANNEX BUILDING RENTAL JUL 2015- 267-267-946.100	05/27/2015 JHANG	06/26/2015	6,600.00 6,600.00	6,600.00	O	N 05/28/2015
H1504 48175	MICHIGAN HUMANE SOCIETY ANIMAL HANDLING CONTRACT APRIL 2015 101-300-801.020	04/30/2015 JHANG	05/30/2015	430.00 430.00	430.00	O	N 05/28/2015
1280966 48161	MILLER, CANFIELD, PADDOCK & STONE 038030/00042 RETIREE HEALTHCARE 101-229-801.000	05/19/2015 JHANG	06/18/2015	4,649.00 4,649.00	4,649.00	O	N 05/28/2015
201504569 48221	MISS DIG SYSTEMS INC ADD'L DATA PROCESSING CODES 592-557-801.000	05/22/2015 JHANG	06/21/2015	1,197.00 1,197.00	1,197.00	O	N 06/02/2015
770333278001 48187	OFFICE DEPOT OFFICE AND COMMUNITY SERVICE 101-136-728.000 101-136-728.000 101-136-728.000 101-136-728.000 101-136-728.000 101-136-728.000 101-136-981.001 101-136-981.001 101-136-728.000 101-136-728.000	05/13/2015 JHANG	06/12/2015	283.47 17.45 16.55 11.10 3.06 18.55 76.55 109.75 20.66 5.00 4.80	283.47	O	N 05/29/2015
770333278002 48188	OFFICE DEPOT OFFICE SUPPLIES 101-136-728.000	05/14/2015 JHANG	06/13/2015	4.35 4.35	4.35	O	N 05/29/2015

INVOICE REGISTER REPORT FOR CITY OF HAMTRAMCK
 EXP CHECK RUN DATES 06/09/2015 - 06/09/2015
 BOTH JOURNALIZED AND UNJOURNALIZED
 OPEN - CHECK TYPE: PAPER CHECK

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
771845410001 48203	OFFICE DEPOT COMMUNITY SERVICE SAFETY VESTS 101-136-981.001	05/21/2015 JHANG	06/21/2015	85.80	85.80	O	N 06/01/2015
		SAFETY VESTS FOR CS		85.80			
771845464001 48204	OFFICE DEPOT COMMUNITY SERVICE WORK GLOVES 101-136-981.001	05/21/2015 JHANG	06/21/2015	24.78	24.78	O	N 06/01/2015
		WORK GLOVES		24.78			
529151 48195	PLATINUM LANDSCAPE INC TREE REMOVAL AND TRIM 202-222-776.002 202-222-776.002 203-203-776.002 203-203-776.002 202-222-776.002 203-203-776.002 203-203-776.002 203-203-776.002 203-203-776.002 203-203-776.002	05/29/2015 JHANG	06/28/2015	6,353.00	6,353.00	O	N 05/29/2015
		3844 CANIFF TREE TRIM		190.00			
		2715 YEMANS TREE TRIM		190.00			
		2951 DAN TREE REMOVAL		1,090.00			
		2761 POLAND TREE REMOVAL		1,090.00			
		2339 YEMANS TREE REMOVAL		869.00			
		11449 KLINGER TREE TRIM		190.00			
		12021 KLINGER TREE REMOVAL		869.00			
		2976 ROOSEVELT		190.00			
		3875 DOREMUS TREE REMOVAL		1,675.00			
3795 48189	REVIZE LLC ANNUAL WEBSITE TECH SUPPORT & 101-136-801.300	05/15/2015 JHANG	06/14/2015	600.00	600.00	O	N 05/29/2015
		ANNUAL WEBSITE TECH SUPPORT		600.00			
05282015 48198	ROBERT E. ZARANEK HOUSE COUNSEL 5/28/15 101-136-801.100	05/28/2015 JHANG	06/27/2015	250.00	250.00	O	N 05/29/2015
		HOUSE COUNSEL 5/28/15		250.00			
05262015 48202	SEAN K. KOWALSKI, P-43764 HOUSE COUNSEL 5/26/15 101-136-801.100	05/26/2015 JHANG	06/25/2015	300.00	300.00	O	N 06/01/2015
		HOUSE COUNSEL 5/26/15		300.00			
3183 48176	THE HAMTRAMCK REVIEW PD AUTO AUCTION AD 101-300-903.000	05/14/2015 JHANG	06/13/2015	111.00	111.00	O	N 05/28/2015
		PD AUTO AUCTION AD		111.00			
16191 48190*	VISICOM SERVICES, INC. IT SUPPORT SERVICES APRIL 2015 101-136-801.300 101-136-801.300	04/30/2015 JHANG	05/30/2015	707.75	707.75	O	N 05/29/2015
		HOSTING FEE OFFICE 365 5/2015		84.00			
		BACKUP SOFTWARE LICENSE		125.00			

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
	101-136-801.300	IT SUPPORT SERVICES		918.75			
	101-136-801.300	PREPAID SUPPORT HOURS		(420.00)			

279694							
48179	WAYNE COUNTY	05/12/2015	06/11/2015	13,090.00	13,090.00	O	N
	500013 - PRISONER HOUSING	JANUARY JHANG					05/28/2015
	101-300-800.500	PRIS HOUSING JAN 2015		13,090.00			

# of Invoices:	45	# Due:	45	Totals:	106,898.68	106,898.68
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00

Net of Invoices and Credit Memos: 106,898.68 106,898.68

* 1 Net Invoices have Credits Totalling: (420.00)

--- TOTALS BY FUND ---

101 - General Fund	24,903.96	24,903.96
202 - Mvh Major Street Fund	9,392.73	9,392.73
203 - Mvh Local Street Fund	5,104.00	5,104.00
225 - Building Fund	15,346.75	15,346.75
266 - DRUG LAW ENF. ACT 265 - STAT	10,862.49	10,862.49
267 - DRUG LAW ENF. ACT 265 - FEDE	6,600.00	6,600.00
275 - Comm Develop Block Grant	330.00	330.00
592 - WATER & SEWER FUND	34,358.75	34,358.75

--- TOTALS BY DEPT/ACTIVITY ---

000 - GENERAL	644.00	644.00
136 - 31-St District Court	2,844.10	2,844.10
202 - Income Tax	321.28	321.28
203 - LOCAL STREETS	5,104.00	5,104.00
215 - City Clerk	488.20	488.20
222 - MAJOR STREETS	9,392.73	9,392.73
225 - BUILDING	15,346.75	15,346.75
229 - Legal	4,649.00	4,649.00
265 - Public Services	1,400.00	1,400.00
267 - Drug Forfeiture - Federal Ex	6,600.00	6,600.00
275 - Cdbg	330.00	330.00
300 - Police Department	13,966.00	13,966.00
335 - Fire Department	591.38	591.38
367 - Drug Forfeiture - State Expe	10,862.49	10,862.49
557 - WATER & SEWER	34,358.75	34,358.75

To: The Honorable Mayor and City Council

From: Katrina Powell, City Manager

Date: June 9, 2015

Subject: Preapproved Expenditures

Introduction:

This agenda item is for the City Council to review check disbursements for preapproved expenditures.

Overview:

These disbursements cover the following expenditures:

- Utilities
- Temporary Workers
- Healthcare Insurance
- Life & Short Term Insurance
- Workmen's Compensation
- Office Equipment Expenses
- Payroll Disbursement

Budget Impact:

The specific costs of these disbursements were \$556,905.49 and was run from the Fiduciary, General, and Water bank accounts.

Recommendation:

The City Manager and the Controller approved the payments of these expenditures.

Prepared by:

Jia Hang, Accounts Payable

Reviewed by:

Katrina Powell, City Manager
Bhama Cairns, Controller

Attachments:

Check Disbursement Report for City of Hamtramck

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 General Fund							
05/29/2015	GEN	4(S) #	VERIZON WIRELESS	UTILITIES - TELEPHONE APR 2015	922.000	172	(22.41)
				UTILITIES - TELEPHONE APR 2015	922.000	822	22.41
				CHECK GEN 4(S) TOTAL FOR			<u>0.00</u>
05/29/2015	GEN	66399	AFSCME LOCAL #666	AFSCME LOCAL #666 UNION D	231.500	000	209.25
05/29/2015	GEN	66400*#	AT&T	UTILITIES - TELEPHONE MAY 2015	922.000	265	3,442.24
05/29/2015	GEN	66401	AXA-EQUITABLE	AXA 457 DEFERRED COMP PLAN	231.120	000	3,560.00
05/29/2015	GEN	66402*#	BLUE CARE NETWORK	COBRA	676.000	000	406.73
				INSURANCE - HEALTHCARE (BCBS)	716.100	136	5,734.82
				INSURANCE - HEALTHCARE (BCBS)	716.100	172	406.73
				INSURANCE - HEALTHCARE (BCBS)	716.100	202	1,342.19
				INSURANCE - HEALTHCARE (BCBS)	716.100	209	1,342.19
				INSURANCE - HEALTHCARE (BCBS)	716.100	215	406.73
				INSURANCE - HEALTHCARE (BCBS)	716.100	220	406.73
				INSURANCE - HEALTHCARE (BCBS)	716.100	223	813.46
				INSURANCE - HEALTHCARE (BCBS)	716.100	253	1,342.18
				INSURANCE - HEALTHCARE (BCBS)	716.100	265	1,199.84
				INSURANCE - HEALTHCARE (BCBS)	716.100	266	1,057.48
				RETIRED GENERAL	716.100	274	11,298.69
				RETIRED GENERAL - OVER 65	716.100	274	406.73
				RETIRED FIRE	716.100	274	25,865.51
				RETIRED POLICE	716.100	274	31,513.29
				POLICE - OVER 65	716.100	274	4,757.45
				FIRE - OVER 65	716.100	274	1,872.38
				GENERAL - OVER 65	716.100	274	1,550.25
				POLICE TAX	716.100	274	118.55
				FIRE TAX	716.100	274	46.66
				GENERAL TAX	716.100	274	38.63
				INSURANCE - HEALTHCARE (BCBS)	716.100	277	406.73
				INSURANCE - HEALTHCARE (BCBS)	716.100	300	18,755.85
				INSURANCE - HEALTHCARE (BCBS)	716.100	300	1,220.19
				INSURANCE - HEALTHCARE (BCBS)	716.100	335	22,171.92
				CHECK GEN 66402 TOTAL			<u>134,481.91</u>

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 General Fund							
05/29/2015	GEN	66403	FRATERNAL ORDER OF POLICE	FOP UNION DUES	231.700	000	1,440.00
				FOP UNION DUES	231.700	000	168.00
				CHECK GEN 66403 TOTAL			<u>1,608.00</u>
05/29/2015	GEN	66404	OFFICE TEAM	TEMP WK END 05/08/15 REEDER	801.000	277	1,030.40
05/29/2015	GEN	66405	OHIO CHILD SUPPORT PAYMENT CENTRAL	GARNISHMENTS	231.130	000	218.61
05/29/2015	GEN	66406	POLICE AND FIREMENS INSURANCE	LIFE OF VIRGINIA INS CO	233.000	000	167.33
05/29/2015	GEN	66407	RANKING OFFICERS ASSOCIATION	Ranking Officers Assoc Du	231.800	000	12.00
05/29/2015	GEN	66408#	T-MOBILE	UTILITIES - MOBILE PHONES APR 2015	922.100	266	17.35
				UTILITIES - TELEPHONE APR 2015	922.000	300	121.45
				UTILITIES - TELEPHONE APR 2015	922.000	335	52.05
				CHECK GEN 66408 TOTAL			<u>190.85</u>
05/29/2015	GEN	66409	TREASURER, CITY OF DETROIT	CITY OF DETROIT WH	231.100	000	64.64
05/29/2015	GEN	66410	TREASURER, CITY OF HAMTRAMCK	HAMTRAMCK INCOME TAX	231.000	000	3,582.87
05/29/2015	GEN	66411	VERIZON WIRELESS	UTILITIES - TELEPHONE APR 2015	922.000	172	98.77
06/04/2015	GEN	66412	AT&T	UTILITIES - TELEPHONE MAY 2015	922.000	136	24.92
				TAX	922.000	136	(1.38)
				CHECK GEN 66412 TOTAL			<u>23.54</u>
06/04/2015	GEN	66413	CMI	WORKMEN'S COMPENSATION	835.000	220	6,524.62
06/04/2015	GEN	66414	DTE ENERGY	2769 POLAND MAY 2015	926.000	299	269.36
				2929 EVALINE MAY 2015	926.000	299	129.62
				2931 EVALINE APR/MAY 2015	926.000	299	42.59
				2920 BELMONT MAY 2015	926.000	299	278.88
				CHECK GEN 66414 TOTAL			<u>720.45</u>
06/04/2015	GEN	66415	OFFICE TEAM	TEMP WK END 05/15/15 REEDER	801.000	277	1,030.40

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 General Fund							
06/04/2015	GEN	66416#	PREMIER BUSINESS PRODUCTS	COPIER OVERAGE AS OF 05/22/15	800.000	215	103.95
				COPIER OVERAGE AS OF 05/22/15	800.000	223	60.20
				COPIER OVERAGE AS OF 05/22/15	801.000	253	62.26
				COPIER OVERAGE AS OF 05/22/15	801.000	277	173.35
				COPIER OVERAGE AS OF 05/22/15	800.000	300	194.98
				CHECK GEN 66416 TOTAL			<u>594.74</u>
06/04/2015	GEN	66417*#	THE STANDARD	INSURANCE - LIFE (FT DEARBORN) JUNE	716.400	136	57.20
				INSURANCE - SHORT TERM DISABILITY JUNE	716.400	136	90.63
				INSURANCE - LIFE (FT DEARBORN) JUNE	716.400	172	143.00
				INSURANCE - SHORT TERM DISABILITY JUNE	716.400	172	20.80
				INSURANCE - SHORT TERM DISABILITY JUNE	716.400	202	21.73
				INSURANCE - LIFE (FT DEARBORN) JUNE	716.400	209	7.15
				INSURANCE - SHORT TERM DISABILITY JUNE	716.400	209	31.82
				INSURANCE - LIFE (FT DEARBORN) JUNE	716.400	215	7.15
				INSURANCE - SHORT TERM DISABILITY JUNE	716.400	215	16.51
				INSURANCE - LIFE (FT DEARBORN) JUNE	716.400	220	7.15
				INSURANCE - SHORT TERM DISABILITY JUNE	716.400	220	12.61
				INSURANCE - LIFE (FT DEARBORN) JUNE	716.400	223	14.30
				INSURANCE - SHORT TERM DISABILITY JUNE	716.400	223	43.83
				INSURANCE - LIFE (FT DEARBORN) JUNE	716.400	253	7.15
				INSURANCE - SHORT TERM DISABILITY JUNE	716.400	253	31.51
				INSURANCE - LIFE (FT DEARBORN) JUNE	716.400	265	7.15
				INSURANCE - SHORT TERM DISABILITY JUNE	716.400	265	11.02
				INSURANCE - LIFE (FT DEARBORN) JUNE	716.400	266	14.30
				INSURANCE - SHORT TERM DISABILITY JUNE	716.400	266	17.32
				RETIRED FIRE JUNE 2015	716.400	274	10.28
				RETIRED GENERAL JUNE 2015	716.400	274	39.38
				RETIRED POLICE JUNE 2015	716.400	274	22.36
				RETIRED POLICE SPECIAL JUNE 2015	716.400	274	5.36
				RETIRED FIRE SPECIAL OVER 65 JUNE 2015	716.400	274	21.00
				RETIRED FIRE SPECIAL JUNE 2015	716.400	274	2.68
				RETIRED GENERAL SPECIAL OVER 65 JUNE	716.400	274	139.80
				RETIRED POLICE SPECIAL OVER 65 JUNE	716.400	274	23.68
				RETIRED POLICE SPECIAL OVER 65 JUNE	716.400	274	1.34
				RETIRED POLICE-BCN OVER 65 JUNE 2015	716.400	274	6.26

06/04/2015 10:26 AM
User: JHANG
DB: HAMTRAMCK

CHECK DISBURSEMENT REPORT FOR CITY OF HAMTRAMCK
CHECK DATE FROM 05/29/2015 - 06/04/2015

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 General Fund							
				RETIRED FIRE-BCN OVER 65 JUNE 2015	716.400	274	1.34
				RETIRED GENERAL-BCN OVER 65 JUNE 2015	716.400	274	3.58
				INSURANCE - LIFE (FT DEARBORN) JUNE	716.400	277	7.15
				INSURANCE - SHORT TERM DISABILITY JUNE	716.400	277	20.80
				INSURANCE - LIFE (FT DEARBORN) JUNE	716.400	300	407.55
				INSURANCE - SHORT TERM DISABILITY JUNE	716.400	300	466.53
				INSURANCE - SHORT TERM DISABILITY JUNE	716.400	300	29.67
				INSURANCE - LIFE (FT DEARBORN) JUNE	716.400	335	614.90
				INSURANCE - SHORT TERM DISABILITY JUNE	716.400	335	518.40
				CHECK GEN 66417 TOTAL			<u>2,904.39</u>
06/04/2015	GEN	66418	VERIZON WIRELESS	TRACKERS MAY 2015	922.100	266	36.38
				Total for fund 101 General Fund			160,501.39

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 202 Mvh Major Street Fund							
05/29/2015	FID	8331*#	T-MOBILE	TELEPHONE APR 2015	800.001	222	34.70
Total for fund 202 Mvh Major Street Fund							34.70

06/04/2015 10:26 AM
User: JHANG
DB: HAMTRAMCK

CHECK DISBURSEMENT REPORT FOR CITY OF HAMTRAMCK
CHECK DATE FROM 05/29/2015 - 06/04/2015

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 264 911 Emergency							
06/04/2015	FID	8332	DTE ENERGY	JOS CAMPAU CAMERAS MAR-MAY 2015	701.000	264	31.83
06/04/2015	FID	8333	PREMIER BUSINESS PRODUCTS	COPIER OVERAGE AS OF 05/22/15	800.000	264	30.57
				COPIER OVERAGE AS OF 05/22/15	800.000	264	115.40
				CHECK FID 8333 TOTAL FOR			<u>145.97</u>
				Total for fund 264 911 Emergency			177.80

06/04/2015 10:26 AM
User: JHANG
DB: HAMTRAMCK

CHECK DISBURSEMENT REPORT FOR CITY OF HAMTRAMCK
CHECK DATE FROM 05/29/2015 - 06/04/2015

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 267 DRUG LAW ENF. ACT 265 - FEDERAL							
05/29/2015	FID	8330	BLUE CARE NETWORK	INSURANCE - HEALTHCARE (BCBS)	716.100	267	2,114.96
05/29/2015	FID	8331*#	T-MOBILE	UTILITIES - TELEPHONE APR 2015	922.000	267	42.90
06/04/2015	FID	8334	THE STANDARD	INSURANCE - LIFE (FT DEARBORN) JUNE	716.400	267	28.60
				INSURANCE - SHORT TERM DISABILITY JUNE	716.400	267	34.32
				CHECK FID 8334 TOTAL FOR			<hr/> 62.92
				Total for fund 267 DRUG LAW ENF. ACT 265 -			2,220.78

06/04/2015 10:26 AM
User: JHANG
DB: HAMTRAMCK

CHECK DISBURSEMENT REPORT FOR CITY OF HAMTRAMCK
CHECK DATE FROM 05/29/2015 - 06/04/2015

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 268 Library Fund							
05/29/2015	GEN	66400*#	AT&T	UTILITIES - TELEPHONE MAY 2015	922.000	738	57.76
05/29/2015	GEN	66402*#	BLUE CARE NETWORK	INSURANCE - HEALTHCARE (BCBS)	716.100	738	1,748.92
06/04/2015	GEN	66417*#	THE STANDARD	INSURANCE - LIFE (FT DEARBORN) JUNE	716.400	738	14.30
				INSURANCE - SHORT TERM DISABILITY JUNE	716.400	738	40.35
				CHECK GEN 66417 TOTAL			<u>54.65</u>
				Total for fund 268 Library Fund			1,861.33

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER & SEWER FUND							
05/29/2015	WAT	8581	ACCOUNTEMPS	TEMP WK END 05/08/15 RICHMOND	801.000	557	1,043.20
05/29/2015	WAT	8582	BLUE CARE NETWORK	INSURANCE - HEALTHCARE (BCBS)	716.100	557	1,850.59
05/29/2015	WAT	8583	MOHAMMAD, DUDU MIAH	XOVERPAYMENT	040.000	000	430.52
05/29/2015	WAT	8584	T-MOBILE	UTILITIES - TELEPHONE APR 2015	922.000	557	69.40
06/04/2015	WAT	8585	ACCOUNTEMPS	TEMP WK END 05/15/15 RICHMOND	801.000	557	1,043.20
06/04/2015	WAT	8586	BOARD OF WATER COMMISSIONERS	SEWER & DRAINAGE APR 2015	925.000	557	337,900.00
06/04/2015	WAT	8587	BOARD OF WATER COMMISSIONERS	WATER CHARGES APR 2015	924.000	557	49,688.47
06/04/2015	WAT	8588	THE STANDARD	INSURANCE - LIFE (FT DEARBORN) JUNE	716.400	557	21.45
				INSURANCE - SHORT TERM DISABILITY JUNE	716.400	557	41.54
				CHECK WAT 8588 TOTAL FOR			<u>62.99</u>
06/04/2015	WAT	8589	VERIZON WIRELESS	HEX CHARGES MAY 2015	922.000	557	21.12
				Total for fund 592 WATER & SEWER FUND			392,109.49
			TOTAL - ALL FUNDS				556,905.49

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
 '#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

2015

Application for Fireworks Other Than Consumer or Low Impact
 Michigan Department of Licensing & Regulatory Affairs
 Bureau of Fire Services
 P.O. Box 30700
 Lansing MI 48909
 (517) 241-8847

Authority: 2011 PA 256 Compliance: Voluntary Penalty: Permit will not be issued	The Department of Licensing & Regulatory Affairs will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.	
<input type="checkbox"/> Agricultural or wildlife fireworks <input type="checkbox"/> Special effects manufactured for outdoor pest control or agricultural purposes		
<input type="checkbox"/> Articles Pyrotechnic <input checked="" type="checkbox"/> Public Display		
<input type="checkbox"/> Display Fireworks <input type="checkbox"/> Private Display		
NAME OF APPLICANT Wolverine Fireworks Display, Inc.	ADDRESS 205 W. Seidlers Rd., Kawkawlin, MI 48631	AGE (18 or over) N/A
IF A CORPORATION, NAME OF PRESIDENT James Lambert	ADDRESS Same	
IF A NON-RESIDENT APPLICANT, NAME OF MICHIGAN ATTORNEY OR RESIDENT AGENT	ADDRESS	TELEPHONE NUMBER 989-662-0121
NAME OF PYROTECHNIC OPERATOR John Campau	ADDRESS 302 N. 7 Mile Rd., Linwood, MI 48634	AGE (18 or over) 36
NO. YEARS EXPERIENCE 18	NO. DISPLAYS 200+	WHERE Throughout MI, IA, WI, ND and WY.
NAME OF ASSISTANT Shawn Kosecki	ADDRESS 1870 8 Mile Rd., Kawkawlin, MI 48631	AGE 25
NAME OF OTHER ASSISTANT Blaine Anderson	ADDRESS 3214 Hidden Rd., Bay City, MI 48706	AGE 38
EXACT LOCATION OF PROPOSED DISPLAY Veterans Park, 2994 Goodson, Hamtramck, MI 42812		
DATE OF PROPOSED DISPLAY July 25, 2015	TIME OF PROPOSED DISPLAY Dusk	
MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES. IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT No storage necessary. Fireworks will arrive day of display.		
AMOUNT OF BOND OR INSURANCE (To be set by local government) \$5,000,000	NAME OF BONDING CORPORATION OR INSURANCE COMPANY Professional Program Insurance Brokerage	
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY 371 Bel Marin Keys Blvd., Suite 220, Novato, CA 94949		
NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED	
	See Proposal	
SIGNATURE OF APPLICANT 		DATE April 17, 2015

2015

Permit for Fireworks Other Than Consumer or Low Impact
Michigan Department of Licensing & Regulatory Affairs
Bureau of Fire Services
P.O. Box 30700
Lansing MI 48909
(517) 241-8847

Authority: 2011 PA 256	The Department of Licensing & Regulatory Affairs will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.
Compliance: Voluntary	
Penalty: Permit will not be issued	

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only.

Public Display		
ISSUED TO	Wolverine Fireworks Display, Inc.	AGE (18 or over) N/A
ADDRESS	205 W. Seidlers Rd., Kawkawlin, MI 48631	
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION	Hamtramck Public Schools	
ADDRESS	3201 Roosevelt, Hamtramck, MI 48212	
NUMBER AND TYPES OF FIREWORKS	See Proposal	
EXACT LOCATION OF DISPLAY OR USE	Veterans Park, 2994 Goodson, Hamtramck, MI 48212	
CITY, VILLAGE, TOWNSHIP	Hamtramck	DATE July 25, 2015
		TIME Dusk
BOND OR INSURANCE FILED		AMOUNT \$5,000,000
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		

Issued by action of the Legislative Body of a
<input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Township of _____ on the _____ day of _____
_____ (Signature and Title of Legislative Body Representative)

THIS FORM IS VALID FOR THE YEAR SHOWN ONLY

RESOLUTION 2015-18

RESOLUTION APPROVING THE CLOSURE OF VETERANS MEMORIAL PARK FROM JULY 25, 2015 AT 8:00AM UNTIL JULY 26, 2015 12:00PM AND ROOSEVELT ST. FROM GALLAGHER TO KEYWORTH ON JULY 25, 2015 FROM 8:00AM TO 12:00AM

WHEREAS, The City of Hamtramck wishes to facilitate the July 25th Fireworks event at Keyworth Stadium.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hamtramck, Wayne County, Michigan approves:

- a. The closure of Veteran’s Memorial Park from 8:00am on July 25 to 12:00pm on July 26
- b. The closure of Roosevelt St. from Gallagher to Keyworth on July 25 from 8:00am until 12:00am July 26.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HAMTRAMCK, WAYNE COUNTY, MICHIGAN THIS _____ Day of _____, 2015.

AYES:
NAYS:
ABSTENTIONS:
ABSENT:

ATTEST:

August R. Gitschlag, City Clerk

To: The Honorable Mayor and City Council

From: Katrina Powell, City Manager

Date: June 9, 2015

Subject: Award Contract- City of Hamtramck Spray Patch Program

Introduction:

This agenda item is for the City Council to approve the awarding of a contract to Highway Maintenance & Construction for one (1) year, for spray patching of City streets.

Overview:

On May 28, 2015 the City of Hamtramck placed an Invitation to Bid (ITB) on the Michigan Inter-governmental Trade Network (MITN) for Spray Patching of City streets. The deadline for the ITB was 10:00 am on June 2, 2015, with bids being submitted to the City Clerk's office.

Two (2) vendors submitted bids; Spray-Patch Road Repair, Inc. and Highway Maintenance & Construction. The low bidder was Spray-Patch Road Repair, Inc., based on the bids submitted. The City's engineers, Hennessey Engineer's Inc. requested references for municipal contracts of \$100,000 to \$150,000. Spray Patch submitted a list of references that did not give a complete cost and included costs per lineal foot instead of units of service in tons. The units in tons that were submitted did not include costs of rolling the material. Also, out of the four (4) references, only two qualified with contracts over \$100,000. Highway Maintenance & Construction's price includes scarfing and rolling of the material, as well as traffic control.

Based on information provided by the bidders and Spray Patch Road Repair, Inc. failing to provide the necessary references and pricing, City staff and the City Engineer are recommending the City Council award a bid for spray patching to Highway Maintenance & Construction at \$367 a ton, not to exceed the budgeted amount for road repair and maintenance. The contract will be for one (1) year.

Budget Impact:

Funding will be provided by Act 51 funds, not to exceed \$100,000 in FY 15 and not exceed budgeted amount in local and major road funds for FY 2016.

Recommendation:

The City Manager recommends the awarding of a bid contract for one (1) year to Highway Maintenance & Construction for \$367 a ton.

Prepared by:

Katrina Powell, City Manager, on behalf of Mark Ragsdale, DPW Director, and Hennessey Engineers, Inc.

Reviewed by:

Katrina Powell, City Manager

Attachments:

Proof of Invitation to Bid (ITB) on MITN
Spray Patching Bid Document
Bid Submittals
Letter from Engineers regarding award of bid contract

CITY OF HAMTRAMCK
2015 SPRAY PATCH PROGRAM

**Advertisement, Instructions to Bidders, General Conditions of
Construction Contract, Contract, Specifications**

**Mayor and Council
City of Hamtramck**

Mayor Karen Majewski

City Clerk August Gitschlag

Council

Andrea Karpinski, Mayor Pro-Tem

Mohammed Hassen

Anam Miah

Abu Musa

Titus Walters

Robert A. Zwolak

**Hennessey Engineers, Inc.
13500 Reeck Road
Southgate, MI 48195
734-759-1600
734-282-6566**

TABLE OF CONTENTS

<u>PART I - BIDDING REQUIREMENTS</u>	<u>PAGE NO.</u>
Invitation to Bid.....	AB-1
Instructions to Bidders.....	IB-1-5
<u>PART II - CONTRACT FORMS</u>	
Exhibit A: Proposal	A-1
Itemized Pay Item Sheet.....	A-2
Agreement	AG-1-4
<u>PART III - CONDITIONS OF THE CONTRACT</u>	
Article 1 — Definitions.....	GC-1-2
Article 2 — Preliminary Matters.....	GC-3
Article 3 — Contract Documents: Intent and Reuse	GC-4
Article 4 — Availability of Lands; Physical Conditions; Reference Points	GC-5
Article 5 — Bonds and Insurance	GC-6-9
Article 6 — Contractor's Responsibility.....	GC-10-15
Article 7 — Work by Others	GC-16
Article 8 — Owner's Responsibility.....	GC-17
Article 9 — Engineer's Status During Construction.....	GC-18-19
Article 10 — Changes in Work.....	GC-20
Article 11 — Change of Contract Price	GC-21-23
Article 12 — Change of Contract Time	GC-24
Article 13 — Warranty and Guarantee: Tests and Inspections; Correction,	GC-25-26
Removal or Acceptance of Work	
Article 14 — Payments to Contractor and Completion.....	GC-27-29
Article 15 — Suspension of Work and Termination.....	GC-30-31
Article 16 — Miscellaneous.....	GC-32
<u>SUPPLEMENTAL SPECIFICATIONS</u>	
Bituminous Spray Patch	SP-1-2
<u>PART V - MEASURE AND METHOD OF PAYMENT</u>	
General	MP 1
Mobilization	MP-1
Bituminous Spray Patch	MP-1

PART I
BIDDING REQUIREMENTS

**INVITATION TO BID
CITY OF HAMTRAMCK
WAYNE COUNTY, MICHIGAN
2015 SPRAY PATCH PROGRAM**

**The City of Hamtramck is accepting proposals for the
2015 SPRAY PATCH PROGRAM
in the City of Hamtramck, Wayne County, Michigan**

The proposed project involves providing spray patch services to rehabilitate existing concrete and asphalt streets throughout the City of Hamtramck. The Contractor shall be available to start work immediately upon receiving a written Notice to Proceed of the Contract and complete work within 90 days following receipt of the Notice to Proceed.

Bids will be received by:

August Gitschlag, City Clerk

At the offices of:

City of Hamtramck
City Clerk's Office
3401 Evaline Street
Hamtramck, Michigan 48212

Until Tuesday, June 2, 2015 at 10:00 a.m. (local time)

Bids shall be publicly opened and read on:

Tuesday, June 2, 2015 at 10:00 a.m. (local time)
City of Hamtramck
3401 Evaline Street
Hamtramck, Michigan 48212

The Contract Documents may be examined at the offices of:

*City of Hamtramck Clerks Office
*Hennessey Engineers, Inc., Southgate, Michigan

Contract documents may be obtained electronically by contacting **Hennessey Engineers, Inc., 13500 Reeck Road, Southgate, Michigan, 48195**, at no charge

Bidders must deposit, with their bid, surety in the form of a certified check, bank draft, or bid bond, in the sum of five percent (5%) of the amount of the proposal. The OWNER reserves the right to waive any information or to reject any and/or all bids. Bidders may not withdraw their bid within 90 days after the date of bid opened.

City of Hamtramck
August Gitschlag, City Clerk

INSTRUCTIONS TO BIDDERS

Defined Terms

Disputes with respect to the definitions of any terms shall be resolved by Hennessey Engineers, Inc., (“ENGINEER”). The term “Successful Bidder” shall mean the qualified Bidder but not necessarily the lowest Bidder to whom the City of Hamtramck (“OWNER”) (on the basis of OWNER’s evaluation) makes an award.

Copies of Bidding Documents

1. **All Bidding Documents for the project MUST be obtained from the ENGINEER. Failure to obtain required documents and a bid is submitted by a CONTRACTOR, the bid will be considered null and void. Only the documents supplied by the ENGINEER will be acceptable at the time of the bid opening.**
2. Sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation may be obtained from ENGINEER (unless another issuing officer is designated in the advertisement or Invitation to Bid).
3. Complete sets of Bidding Documents shall be used in preparing bids. Every Bidder shall ascertain that every set the Bidder obtains from the OWNER or ENGINEER is complete. Neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of the Bidding Documents.
4. OWNER and ENGINEER, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining bids for the work and do not confer a license or grant for any other use of the Bidding Documents by the Bidder.

Qualifications of Bidders

To demonstrate qualifications to perform the work, each Bidder must be prepared to submit within five (5) days of OWNER’s or ENGINEER’s request, written evidence of any information deemed necessary by the ENGINEER for bid evaluation, including, but not limited to, financial data, previous experience, evidence of authority to conduct business in the jurisdiction where the project is located or covenant to obtain such qualification prior to award of the contract. Failure to submit any such data within the five (5) day period shall give the OWNER and the ENGINEER the right to finally reject the CONTRACTOR’s bid.

Examination of Contract Documents and Site

1. Before submitting a bid, each Bidder must (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize itself with local conditions that may, in any way, affect cost, progress or performance of the work; (c) familiarize itself with federal, state and local laws, ordinances, rules and regulations that may, in any way, affect cost, progress or performance of the work; and (d) study and carefully correlate Bidder’s observations with the Contract Documents.
2. Request may be made for the identification of those reports of investigations and tests of subsurface and latent physical conditions on the site or otherwise affecting cost, progress or performance of the work, which have been relied upon by ENGINEER in preparing the Contract Documents. OWNER may make copies of such reports available to any Bidder requesting them. Before submitting its bid, each Bidder shall, at its own expense, prepare additional investigations and tests as the Bidder may deem necessary to prepare its bid for performance of the work. The OWNER and ENGINEER make no guarantee as to the accuracy or the completeness of the reports. Nor are they included in the Contract Documents.

3. On request, OWNER will provide each Bidder access to the site to conduct investigations and tests as each Bidder deems necessary for submission of his bid.
4. It is the responsibility of the CONTRACTOR to make whatever arrangements it deems necessary to obtain access to the property that is not included within the project, including, but not limited to, land necessary to obtain access to the project, land for storage of material and equipment, etc.
5. The submission of a bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of this Article 4 and all other provisions of the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

Interpretations

All questions relating to the meaning or intent of the Contract Documents shall be submitted to the ENGINEER in writing. Replies, if any, may be issued if ENGINEER decides it to be in the interest of the project, by addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. ENGINEER reserves the right not to answer questions received less than three (3) days prior to the date for opening of bids. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Bid Security

1. Bid Security shall be made payable to OWNER in an amount of five percent (5%) of the Bidder's maximum bid price and in the form of a certified or bank check or a Bid Bond (on the attached form if a form is prescribed) issued by a Surety meeting the requirements of Article 5 of the General Conditions.
2. The bid security of the Successful Bidder will be retained until the Successful Bidder has executed the Agreement and furnished the required contract security, whereupon the bid security will be returned to the Successful Bidder. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within 10 days of the Notice of Award. OWNER may withdraw and/or void the Notice of Award and the bid security of the Successful Bidder will be forfeited. The bid security of all other Bidders whom the OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the fourteenth day after the "effective date of the Agreement" (which term is defined in the General Conditions) or the ninety-first day after the date of the bid opening. The bid security of all other Bidders will be returned within 14 days of the date of the bid opening.

Contract Time

The number of days within which, or the date by which, the work is to be completed (the Contract Time) is set forth in the Bid Form and shall be included in the Agreement.

Liquidated Damages

Provisions for liquidated damages, if any, are set forth in the Agreement.

Substitute Material and Equipment

The Notice of Award shall be based on the materials and equipment described in the Contract Documents without consideration of possible substitute of "or equal" items. Whenever it is indicated in the Contract Documents that a substitute of "or equal" items of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the "effective date of the Agreement." The

procedure for submittal of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Article 6 of the General Conditions.

Subcontractors

If the ENGINEER requires the identity of certain SUBCONTRACTORS and other persons and organizations to be submitted to OWNER in advance of the Notice of Award, the Successful Bidder, and any other Bidder so requested shall, within five (5) days after the day of the bid opening, submit to OWNER a list of all SUBCONTRACTORS and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work as to which such identification is so required.

Such a list shall be accompanied by an Experience Statement with pertinent information as to similar projects and other evidence of qualifications for each such SUBCONTRACTOR, persons and organization. If OWNER or ENGINEER has any objection to any proposed SUBCONTRACTOR, other person or organization, either may, before giving the Notice of Award, request the Successful Bidder to submit an acceptable substitute without an increase in bid price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to the Successful Bidder. The Successful Bidder's unwillingness to make such substitution will not constitute grounds for sacrificing its bid security. After giving the Notice of Award, if the OWNER or ENGINEER, after due investigation, has reasonable objection to any SUBCONTRACTOR, other person or organization, either may request the Successful Bidder to provide an acceptable substitute without an increase in the contract price. In such a case, neither the OWNER nor the ENGINEER shall be liable for any damages or remedies of either the CONTRACTOR or the SUBCONTRACTOR and other person or organization, of this provision of the Contract prior to the parties being contractually bound.

Bid Form

1. The Bid Form attached hereto; additional copies may be obtained from ENGINEER after payment of the required charge.
2. Bid Forms must be completed in ink or by typewriter but not pencil. The bid price of each item on the form must be stated in words and numerals. In the event of an inconsistency, the words will take precedence. However, if, in the opinion of the ENGINEER, the inconsistency is substantial, then the ENGINEER shall have the authority to consider the CONTRACTOR's bid non-uniform, and void and award the contract to another Bidder without the ENGINEER or OWNER incurring any liability to the rejected Bidder.
3. Bids by corporation must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate office must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
4. Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature. The address of the partnership must be included below the signature of the partner.
5. All names must be type or printed below the signature.
6. The bid shall contain an acknowledgment of receipt of all addenda prepared by the ENGINEER (the numbers of which shall be filled in on the Bid Form).
7. The address to which communications regarding the bid are to be directed must be included.

Submission of Bids

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

Modification and Withdrawal of Bids

1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.
2. If, within 24 hours after bids are opened, any Bidder files a duly-signed written 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 his bid, that Bidder may withdraw his bid and the bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the work.

Opening of Bids

Bids will be opened publicly; they will be read aloud and an abstract of the amounts of the base bids and major alternates, if any, will be made available after the opening of bids.

Bids to Remain Open

All bids shall remain open for 90 days after the date of the bid opening. However, the OWNER may, in its sole discretion, release any bid and return the bid security prior to that date.

Award of Contract

1. OWNER shall have the right to reject any bid, to waive any and all informalities, to negotiate contract terms with the Successful Bidder, and to disregard all non-conforming, non-responsive or conditional bids. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum. However, if, in the opinion of the ENGINEER, the conflict is substantial, then the OWNER shall have the right to consider the CONTRACTOR's bid non-uniform, void the bid and award the Contract to another Bidder. The ENGINEER or OWNER shall incur no liability to the rejected Bidder.
2. In evaluating bids, the OWNER and ENGINEER shall consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, alternates and unit prices, if requested in the Bid Forms, and any other consideration the OWNER or ENGINEER deems pertinent. OWNER may accept alternates in any order or combination.
3. The OWNER and ENGINEER may consider the qualifications and experience of SUBCONTRACTORS and other persons and organizations (including those who are to furnish the principal items or material or equipment) proposed for those portions of the work as to which the identity of SUBCONTRACTORS and other persons or organizations must be submitted as provided in Section 10 of Instructions to Bidders. Operating costs, maintenance considerations, performance data and guarantee of materials and equipment also may be considered by OWNER and ENGINEER.
4. The OWNER and ENGINEER may conduct such investigations as they deem necessary to assist in the evaluations of any bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed SUBCONTRACTORS and other persons and organizations to do the work in accordance with the Contract Documents.
5. The OWNER shall have the right to reject the bid of any Bidder who does not pass any such evaluation to OWNER's and ENGINEER's satisfaction.
6. If the contract is to be awarded, it will be awarded to the Bidder whose evaluation by OWNER confirms to OWNER that the award will be in the best interests of the project.
7. If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within 90 days after the date of the bid opening.

Performance and Other Bonds

Article 5 of the General Conditions sets forth OWNER's requirements as to performance and other bonds. When the Successful Bidder delivers the executed Agreement to OWNER, it shall be accompanied by the required contract security.

Signing of the Agreement

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by at least five (5) unsigned counterparts of the Agreement and all other Contract Documents. Within 10 days thereafter, CONTRACTOR shall sign and deliver all signed counterparts of the Agreement to the OWNER with all other Contract Documents attached. Within 15 days thereafter, OWNER will deliver all fully signed counterparts to CONTRACTOR. ENGINEER will identify those portions of the Contract Documents not fully signed by OWNER and CONTRACTOR and such identification shall be binding on all parties.

Special Legal Requirements

1. Statement required by federal, state or local law or regulation or funding agency or appropriate reference thereto;
2. Bid pricing requirements on base bid alternatives, cash allowances (see Article 11 of General Conditions), unit prices and acceptable combinations;
3. Prep-purchasing by OWNER and subsequent assignment of purchase order to CONTRACTOR;
4. OWNER's special tax exemption;
5. Detailed description of work cross-reference to General Requirements; and
6. Division of work into separate parts with cross-reference to General Requirements.

These instructions to bidders and incorporated in the contract and made a part thereof.

PART II
CONTRACT FORMS

EXHIBIT A: PROPOSAL
For
2015 SPRAY PATCH PROGRAM

City of Hamtramck, Michigan
Bids will be Due on:
Tuesday, June 2, 2015 until 10:00 a.m.

Bids will be opened on:
Tuesday, June 2, 2015 at 10:00 a.m.

TO: City of Hamtramck
3401 Evaline Street
Hamtramck, MI 48212

Gentlemen: The undersigned has examined the plans, specifications and locations of the above-described work and is fully informed as to the nature of the work and conditions relating to its performance and understands the quantities shown on the attached Itemized Bid Sheet(s) are approximate only and are subject to either increases or decreases unless specifically mentioned otherwise in this Contract; the undersigned fully understands all the Contract Documents including, but not limited to, Article 5 (Bonds and Insurance) of the General Conditions.

The undersigned hereby proposes to furnish all necessary machinery, tools, equipment, and other means of construction to do all the work, furnish all materials, except as herein specified, and to complete the work in strict conformity with the requirements of the Proposal and Specifications, all at unit prices set forth in the Itemized Bid Sheet(s).

The undersigned further agrees, if awarded the contract, to deliver executed contract and bonds and furnish evidence of insurance within 10 days after the date of award.

The undersigned encloses a certified or cashier's check or bid bond in the amount of five percent (5%) of the bid payable to the order of City of Hamtramck within 10 days after being notified of contract awarded.

Signed: _____ Address : _____

Firm Name: _____

Telephone: _____ Fax: _____

All erasures or alterations must be initialed by the bidder.

2015 SPRAY PATCH PROGRAM
ITEMIZED BID SHEET

Line Number	Description	Estimated Amount	Unit	Unit Price in Figures	Unit Price in Words	Line Total
1	Bituminous Spray Patch	300	TONS			
					PROJECT TOTAL	

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20 15, by and between the City of Hamtramck hereinafter called OWNER, and _____, hereinafter called CONTRACTOR, whereas OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Bid Documents. The work is generally described as follows:

Contractor is to provide Spray Patch Services throughout the City, as directed by the DPW or Engineering Department, in accordance with the Specifications identified in Appendix A.

Article 2. ENGINEER

The proposal has been completed by the City Engineer (Hennessey Engineers, Inc., 13500 Reeck Road, Southgate, Michigan 48195) which is hereinafter called ENGINEER. Any questions regarding the Agreement or required specifications will be directed to the Engineer in writing. No change orders or extension of work will accepted without authorization of the City Engineer during the direction of the City Council.

Article 3. CONTRACT TIME

3.1 The Work shall be substantially completed as provided in Contract Bid Documents and completed and ready for final payment in accordance with the General Conditions.

The work shall be substantially completed within 90 days after written notification to proceed and completed and ready for final payment within 90 days after the written notification to proceed.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for performance of the work in accordance with the Contract Bid Documents. Additional work has to be approved by a City of Hamtramck Change Order or written direction of the Engineer prior to initiating additional work. Any additional work completed without an approved Change Order or written direction of the Engineer will not be considered.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Contract Bid Documents. Applications for Payment will be processed by ENGINEER as provided in the General Conditions. CONTRACTOR is to use AIA Document G-702 for all Applications of Payment.

- 5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER about 35 days after submittal of pay request by CONTRACTOR. Progress payments will be on the basis of the progress of the work, the amount of which will be decided by the ENGINEER. Progress payments will be made in accordance with State Act 524. Contractor is required to submit "Contractor's Affidavit CURRENT ESTIMATE" with progress payments.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Contract Bid Documents, OWNER shall pay the remainder of the Contract Price as recommended by

ENGINEER. Contractor is required to submit "Contractor's Affidavit FINAL ESTIMATE" with the Final payment.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 Whenever anywhere in these Contract Documents insurance is required, the name of the OWNER.
- 6.2 CONTRACTOR has fully and completely familiarized himself with the nature and extent of the Contract Documents, work, locality and with all local conditions and federal, state and local laws, ordinances, rules and regulations that, in any manner, may affect cost, progress or performance of the work.
- 6.3 The CONTRACTOR accepts all risk directly or indirectly connected with the performance of the Contract.
- 6.4 The CONTRACTOR warrants that he has not been influenced by an oral statement or promise of the OWNER or the ENGINEER, but only by the Contract Documents.

Article 7. CONTRACT DOCUMENTS

The contract comprises of the Contract Bid Document listed in the General Documents listed in the General Conditions of the Contract. In the event that any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that Contract Document first listed below shall Govern, except as otherwise specifically stated:

- 7.1 Agreement (this instrument)
- 7.2 Technical Specifications
- 7.8 Council Resolution

There are no Contract Documents other than those listed above in Article 7 of this Agreement.

Article 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings indicated in the General Conditions.
- 8.2 No assignment by the CONTRACTOR hereto of any rights under or interest in the Contract Documents will be binding on the OWNER hereto without the written consent of the part sought to be bound; and, specifically, any not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and, unless specifically stated to the contrary in any written consent to an agreement, no assignment will release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All parties of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____ 20__.

OWNER City of Hamrtamck _____

By: _____

Title _____

Address for giving notices: _____

Telephone: _____

CONTRACTOR _____

By: _____

Title _____

Address for giving notices: _____

Telephone: _____

PART III
GENERAL CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS

ARTICLE 1: DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural thereof.

Addenda: Written or graphic instruments issued prior to the opening of Bids that clarify, correct or change the bidding documents or the Contract Documents.

Agreement: The written agreement between OWNER and CONTRACTOR covering the work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment: The form that is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

Bid: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

Bonds: Bid, performance and payment bonds and other instruments of security submitted on forms as required by Contract Documents.

Change Order: A written 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 issued after the effective date of the Agreement.

Contract Documents: The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications, the Drawings as the same are more specifically identified in the Agreement, together with all modifications issued after the execution of the Agreement and the Instructions to Bidders.

Contract Price: The monies payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement.

Day: A calendar day of 24 hours measured to the next midnight.

Defective: An adjective which, when modifying the word "work," refers to work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEERS's recommendation of final payment.

Drawings: The drawings which show the character and scope of the work to be performed and are referred to in the Contract Documents.

Effective Date of Agreement: The date indicated in the Agreement on which it becomes effective; but, if no date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

ENGINEER: The person, firm or corporation named as such in the Agreement.

Modification: (a) A written amendment of the Contract documents signed by both parties, (b) a Change Order. A modification may only be issued after the effective date on the Agreement.

Notice of Award: The written notice by OWNER to the apparent Successful Bidder stating that, upon compliance by the apparent Successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

OWNER: The public body of authority, corporation, association, partnership or individual with whom CONTRACTOR has entered into the Agreement and from whom the work is to be provided.

Project: The total construction of which the work is to be provided under the Contract Documents may be the whole or a part, as indicated elsewhere in the Contract Documents.

Shop Drawings: All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a SUBCONTRACTOR, manufacturer, fabricator, supplier or distributor to illustrate some portion of the work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the work.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work and certain administrative details applicable thereto.

SUBCONTRACTOR: An individual, firm 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 work (or a specified part thereof) has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the work (or specified part) can be utilized for the purpose for which it was intended; or, if there is no such point established, when final payment is due in accordance with Article 14. The terms "substantially complete" and "substantially completed," as applied to any work, refer to substantial completion thereof.

Work: The entire completed construction, or the various separately identifiable parts thereof, are required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction — all as required by the Contract Documents.

GENERAL CONDITIONS

ARTICLE 2: PRELIMINARY MATTERS

Delivery of Bonds

When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR may be required to furnish in accordance with Article 5.

Copies of Documents

OWNER shall furnish to CONTRACTOR up to five (5) copies (unless otherwise specified in the General Requirements) of the Contract Documents as are reasonably necessary for the execution of the work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time: Notice to Proceed

The contract time will be presumed to commence to run on the first day after the effective date of the Agreement, without a need for notice to proceed. Only if that is not possible, for reasons within the contract of the OWNER, then a notice to proceed shall be given by the OWNER stating the date when the contract time will commence.

Starting the Project

CONTRACTOR shall start to perform the work on the date when the contract time commences to run, but no work shall be done at the site prior to the date on which the contract time commences to run.

Before Starting Construction

1. CONTRACTOR shall start to perform the work. CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report, in writing to ENGINEER, any conflict, error or discrepancy which CONTRACTOR may discover; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the drawings and specifications, unless CONTRACTOR had actual knowledge thereof or should reasonably have know thereof.
2. Before work at the site is started, CONTRACTOR shall deliver to OWNER certificates (and other evidence of insurance requested by OWNER), which CONTRACTOR is required to purchase and maintain in accordance with Article 5.
3. Within 20 days after the effective date of the Agreement, but before CONTRACTOR starts the work at the site, a conference will be held for review and acceptance of the schedules to establish procedures for handling shop drawings and other submittals and for processing applications and payment and to establish a working understanding among the parties as to the work.

GENERAL CONDITIONS
ARTICLE 3: CONTRACT DOCUMENTS:
INTENT AND REUSE

Intent

1. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the work. They may be altered only by a modification.
2. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If during the performance of the work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the specifications or drawings unless CONTRACTOR has actual knowledge thereof or should reasonably have known thereof.
3. It is the intent of the specifications and drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be applied whether or not it is specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of bids (or on the effective date of the Agreement if there were no bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents.
4. The Contract Documents will be governed by the law of the place of the project.

Reuse of Documents

5. 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 of any thereof) prepared by or bearing the seal or logo of ENGINEER; and they shall not reuse any of them or part thereof on extensions of the project or any other project without the written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

GENERAL CONDITIONS
ARTICLE 4: AVAILABILITY OF LANDS,
PHYSICAL CONDITIONS, REFERENCE POINTS

Availability of Lands

CONTRACTOR shall arrange for all lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions — Investigations and Reports

Reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by ENGINEER in preparation of the drawings and specifications — are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

Unforeseen Physical Conditions

By signing the contract, the CONTRACTOR has represented that he has fully and completely made or caused to be made at CONTRACTOR's expense, examinations, investigations, tests and studies of data in addition to those referred to in Article 6 of the Agreement, including but not limited to, subsurface conditions, soil and underground strength conditions, whether latent or not, and any underground utility structure or obstacle and any other data that may possibly be deemed pertinent to the performance of the work at the contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and any additional examinations, investigations, tests, reports or similar data as will be required by CONTRACTOR for such purposes will be performed by CONTRACTOR or CONTRACTOR's agent at CONTRACTOR's expense. Such work should be considered incidental to contract price.

Reference Points

OWNER shall provide engineering surveys for construction to establish reference points that, in his judgment, are necessary to enable CONTRACTOR to proceed with the work. CONTRACTOR shall be responsible for laying out the work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER such changes being deducted from CONTRACTOR's payment estimate.

GENERAL CONDITIONS

ARTICLE 5: BONDS AND INSURANCE

Performance and Other Bonds

1. CONTRACTOR shall furnish performance, payment and maintenance and guarantee bonds, each in an amount at least equal to the contract price, as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These bonds shall remain in effect at least until one year after the date of final payment. CONTRACTOR also shall furnish such bonds as are required in this article. All bonds shall be in the forms prescribed by the bidding documents in the state where the project is located. All bonds, signed by an agent, must be accompanied by a certified copy of the authority to act.
 - A. The insurance and bonds required herein may be increased after award of project if said increase is found reasonably necessary or required for the proper performance of the project. Said increase shall be at the CONTRACTOR's expense.
 - B. The CONTRACTOR is under a continued obligation to submit insurance and bonds as required herein. If, at any time prior to final acceptance, the OWNER discovers that any insurance or bonds required herein were either not submitted by CONTRACTOR or not submitted in full compliance with the Contract Documents, then the OWNER has the option to require the CONTRACTOR to submit insurance and bonds as required in the contract. In case of failure of CONTRACTOR to submit such bonds or insurance, the OWNER may elect any remedy that may reasonably protect the OWNER's interest. However, the originally submitted bonds and insurance would continue to have full effect and force.
 - C. All bonds shall be in the forms prescribed by the bidding documents or supplementary general conditions and be executed by such sureties as (i) are licensed to conduct business in the state where the project is located, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds, signed by an agent, must be accompanied by a certified copy of the authority to act.
2. If the surety on any bond furnished by CONTRACTOR is declared bankrupt, becomes insolvent or its right to do business is terminated in any state where any part of the project is located or it ceases to meet the requirements of Article 5, CONTRACTOR shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the OWNER.

Contractor's Liability Insurance

1. The insurance certificates required herein from a part of this contract and until such required certificates are delivered to OWNER and approved by the OWNER and ENGINEER, no valid Contract shall exist between the parties hereto. **It is absolutely necessary that all certificates be approved by the corporation counsel before any work is started pursuant to this contract.**

2. CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance that will 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 SUBCONTRACTORS, by anyone directly or indirectly employed by any of them, or by anyone for whom acting on their behalf may be liable.
3. THE CONTRACTOR SHALL FURNISH THREE (3) CERTIFIED COPIES OF ALL CERTIFICATES OF INSURANCE POLICIES REQUESTED HEREIN. The OWNER and ENGINEER shall be named insured on each and every insurance policy required herein. The CONTRACTOR must furnish certificates for the following insurance:
 - A. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts:
 - (1) State Statutory
 - (2) Employer's Liability Statutory
 - B. Claims for damages because of bodily injury, occupational sickness or disease or death of CONTRACTOR's employees:
 - (1) State Statutory
 - (2) Employer's Liability Statutory
 - (3) Bodily Injury:

\$1,000,000	Each Occurrence
\$1,000,000	Annual Aggregate, Products and Completed Operations
 - (4) Property Damage:

\$1,000,000	Each Occurrence
\$1,000,000	Annual Aggregate
 - (5) Property Damage Liability Insurance will provide Explosion, Collapse and Underground Coverage where Applicable.
 - (6) Personal Injury, with employment exclusion deleted:

\$1,000,000	Annual Aggregate
-------------	------------------

This insurance required by this Article 5 shall include the specific coverage and be written for not less than the limits of liability and coverages provided herein or in the Supplementary Condition, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and ENGINEER. All such insurance shall remain in effect until final payment and, at all times thereafter, when CONTRACTOR may be correcting, removing or replacing defective work in accordance with Article 13. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two (2) years after final payment and furnish OWNER and ENGINEER with evidence of continuation of such insurance at final payment and one (1) year thereafter.

2. The comprehensive general liability insurance required to Article 5 will include contractual liability insurance applicable to CONTRACTOR's obligations under Article 6.

3. The CONTRACTOR shall maintain, during the life of this contract, OWNER'S and CONTRACTOR'S Protective Liability Coverage in the name of:
 1. The OWNER
 2. The ENGINEER
 3. Others, if specifically required by special permission in the Contract Documents.

This coverage shall include the entire work. The CONTRACTOR shall furnish a Certificate of Insurance certifying that this OWNER'S and CONTRACTOR'S Protective Liability Insurance includes all SUBCONTRACTORS's engaged in the work. The OWNER's and CONTRACTOR's Protective Liability Coverage shall contain the following endorsement:

"It is hereby understood and agreed that such insurance as is afforded shall include specific coverage for the so-called Explosion, Collapse and Underground Hazards, which covers damage or structural injury to buildings or adjacent structures arising from operations under this Contract including excavation or tunneling and damage sustained by wires, conduits, mains, sewers and the like, occasioned by the CONTRACTOR's sub-surface operations."

The minimum limits of liability for all coverages in the above shall be as follows, unless specifically required by special provision in the Specifications:

1. Bodily Injury Liability:

\$1,000,000	Each Person
\$1,000,000	Each Occurrence
\$1,000,000	Aggregate

2. Property Damage Liability:

\$1,000,000	Each Occurrence
\$1,000,000	Aggregate (except Auto)

In the event that an Umbrella Liability Policy is used to meet the limit requirements of the Specifications, the total limits available under the underlying coverage shall not be less than \$1,000,000.

Property Insurance

1. Unless otherwise provided in these General Conditions, CONTRACTOR shall purchase and maintain property insurance upon the work at the site to the full insurable value thereof (subject to such deductible amounts as required by law). This insurance shall include the interests of OWNER, ENGINEER, CONTRACTOR and SUBCONTRACTOR in the work, shall insure against the perils of fire and extended coverage, shall include "all risk" insurance for physical loss and damage, including theft, vandalism and malicious mischief, collapse and water damage and such other perils as may be provided in these General Conditions, and shall include damages, losses and expenses arising out of, or replacement of, any property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance in transit when such portions of the work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with Article 5 shall contain a provision that the coverage afforded will not be

canceled or materially changed until at least 30 days prior written notice has been given to the OWNER and ENGINEER.

2. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR or SUBCONTRACTORS in the work to the extent of any deductible amounts that are provided in this contract. If CONTRACTOR wishes property insurance coverage within the limits of such amounts, CONTRACTOR may purchase and maintain it at his own expense.
3. OWNER and CONTRACTOR waive all rights against each other and the SUBCONTRACTOR and their agents and employees and against ENGINEER and separate CONTRACTORS (if any) and their SUBCONTRACTOR's agents and employees for damages caused by fire or other perils to the extent covered by insurance provided under Article 5 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. CONTRACTOR shall require similar written waivers from each SUBCONTRACTOR (in accordance with Article 6 as applicable); each such waiver will be in favor of all other parties enumerated in this Article.
4. Any insured loss under the policies of insurance required by this Article shall be adjusted with OWNER and made payable to OWNER as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause and of this Article. OWNER shall deposit, in a separate account, any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged work shall be repaired or replaced, the monies so received applied on account thereof and the work and the cost thereof covered by an appropriate Change Order.
5. OWNER, as trustee, shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing, within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection is made, OWNER, as trustee, shall make settlement with the insurers in accordance with such agreements as the parties in interest may reach. If required in writing by any party in interest, OWNER, as trustee, shall, upon occurrence of an insured loss, give bond for the proper performance of his duties.

Acceptance of Insurance

1. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with Article 5 on the basis of its not complying with the Contract Documents, OWNER will notify the CONTRACTOR in writing thereof within 30 days of the date of delivery of such certificates to OWNER in accordance with Article 2.
2. If OWNER finds it necessary to occupy or use a portion or portions of the work prior to Substantial Completion of all work, such use or occupancy may be accomplished in accordance with Article 14; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and, in writing, effected the changes in coverage necessary thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.
3. In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a financial rating not lower than XI and a policyholder's service rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than B and XI will be acceptable only upon written consent of the OWNER.

GENERAL CONDITIONS

ARTICLE 6: CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence

1. CONTRACTOR shall supervise and direct the work competently and efficiently, devoting such attention thereto and apply such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished work complies accurately with the Contract Documents.
2. CONTRACTOR shall keep on the work site at all times, during its progress, a competent resident superintendent who shall not be replaced without written notice to OWNER and ENGINEER, except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.
3. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. CONTRACTOR shall, at all times, maintain good discipline and order at the site. Except in connection with the safety or protection of persons, or the work or property at the site, or adjacent thereto, and, except as otherwise indicated herein, all work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without OWNER's consent.
4. CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.
5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by OWNER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.
6. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.
7. Whenever materials or equipment 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, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by OWNER if sufficient information is submitted by CONTRACTOR to allow OWNER to determine that the material or equipment proposed is equivalent to that named. The procedure for review will be as set forth in Article 6 below or as supplemented in the General Requirements.
 - A. Requests for review of substitute items of material and equipment will not be accepted by OWNER and ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to OWNER through the ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately

the functions called for by the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same functions that specified. The application will state whether, in the drawing or specifications, to adapt to, the design to the substitute and whether or not the incorporation or use the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application, and available maintenance, repair and replacement service will be indicated. The application also will contain an itemized estimate of all costs that will result directly or indirectly from acceptance of each substitute, including costs of redesign and claims of other CONTRACTORS' affected by the resulting change. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense additional data about the proposed substitute. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

- B. ENGINEER will record time required by ENGINEER and ENGINEER's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the drawings or specifications occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the changes of ENGINEER and ENGINEER's consultants for evaluating any proposed substitute.

Concerning SUBCONTRACTOR

1. CONTRACTOR shall not employ any SUBCONTRACTOR or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially, or as a substitute, against whom OWNER may have any objection. Acceptance of any SUBCONTRACTOR, other person or organization by OWNER shall not constitute a waiver of any rights of OWNER to reject defective work. After the giving of the Notice of Award, if the OWNER, after the investigation, has reasonable objection to any SUBCONTRACTOR, other persons or organizations, the OWNER may request the Successful Bidder to provide an acceptable substitute without an increase in the contract price. In such a case, neither the OWNER nor the ENGINEER would be liable for any damages or remedies of either the CONTRACTOR or SUBCONTRACTOR or any other said person or organization. It is the responsibility of the CONTRACTOR to inform the SUBCONTRACTOR or other person or organization to the provision of the contract prior to the parties being contractually bound.
2. CONTRACTOR shall be fully responsible for all acts and omissions of his SUBCONTRACTOR and of persons and organizations directly or indirectly employed by them and of persons and organizations 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 OWNER and ENGINEER and any SUBCONTRACTOR or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of the OWNER or ENGINEER to pay or to see to the payment of any monies due any SUBCONTRACTOR or other persons or organizations.
3. 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 the work to be performed by any specific trade.
4. All work performed for CONTRACTOR by a SUBCONTRACTOR will be pursuant to an appropriate agreement between CONTRACTOR and the SUBCONTRACTOR, which specifically binds the SUBCONTRACTOR to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER, and contains waiver

provisions as required by Article 5. CONTRACTOR shall pay each SUBCONTRACTOR a just share of any insurance monies received by CONTRACTOR on account of losses under policies issued pursuant to Article 5.

Patent Fees and Royalties

1. CONTRACTOR shall pay all license fees and royalties and assume costs incidental to the use in the performance of the work or the incorporation of the work of any invention, design, process, product or device, which is the subject of patent rights or copyrights held by others.
2. The CONTRACTOR shall familiarize himself with any such possible costs prior to bidding. CONTRACTOR hereby indemnifies and holds harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of patent rights or copyrights incidental to the use in the performance of the work, or resulting from the incorporation of the work or any invention, design, process, product or device, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits

Unless otherwise provided herein, CONTRACTOR shall obtain and pay for all construction permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the work that are applicable at the time of opening of bids. CONTRACTOR shall pay all charges of utility service companies for connections to the work and for capital costs related thereto.

Laws and Regulations

CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If CONTRACTOR observes that the specifications and drawings are at variance therewith, CONTRACTOR shall give ENGINEER prompt written notice thereof, any necessary changes shall be adjusted by an appropriate modification. If CONTRACTOR performs any work knowing or having reasons to know that it is contrary to such laws, ordinances, rules and regulations, the CONTRACTOR shall bear all costs arising therefrom. It shall be the CONTRACTOR's responsibility to make certain that the specifications and drawings are in accordance with such laws, ordinances, rules and regulations.

Taxes

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the project.

Use of Premises

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents and shall not reasonably encumber the premises with construction equipment or other materials or equipment.
2. During the progress of the work, CONTRACTOR shall keep the premises free from accumulation of waste materials, rubbish and other debris resulting from the work. At the completion of the work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore, to their original condition, those portions of the site not designated for alteration by the Contract Documents.

3. CONTRACTOR shall not load and permit any part of any structure to be loaded in any manner that will endanger the structure nor shall CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Record Documents

CONTRACTOR shall keep one (1) record copy of all specifications, drawings, addenda, modifications, shop drawings and samples at the site in good order and annotated to show all changes made during the construction process. These shall be available to ENGINEER for examination and shall be delivered to ENGINEER for OWNER upon completion of the work.

Safety and Protection

1. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. CONTRACTOR shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to (but not limited to) the following:
 - A. All employees on the work and other persons who may be affected thereby
 - B. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
 - C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners or adjacent property and utilities when prosecution of the work may affect them. All damage, injury or loss to any property referred to in Article 6 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for who acts on behalf of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with Article 14, that the work is acceptable.

2. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies

In emergencies affecting the safety or protection or persons of the work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby.

Shop Drawings and Samples

1. After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for review, in accordance with the accepted schedule of shop drawings submission (see Article 2), five (5) copies (unless otherwise specified in the General

Requirements) of all shop drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable ENGINEER to review the information as required. The review by the ENGINEER is for the purpose of familiarizing the ENGINEER with the work of the CONTRACTOR and does not constitute an approval by the ENGINEER of any of the submitted material. The CONTRACTOR is solely responsible for the correctness and accuracy of all submitted material.

2. CONTRACTOR also shall submit to ENGINEER for review, with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to materials, manufacturer, any pertinent catalog numbers and the use for which intended. The review of the ENGINEER is for the purpose of familiarizing the ENGINEER with the work of the CONTRACTOR and does not constitute an approval by the ENGINEER of any of the submitted materials. The CONTRACTOR is solely responsible for the correctness and accuracy of all submitted material.
3. At the time of each submission, CONTRACTOR shall, in writing, call ENGINEER's attention to any deviations that the shop drawings or samples may have from the requirements of the Contract Documents.
4. ENGINEER will review the shop drawings and samples, but ENGINEER's review shall be only for general and approximate conformance with the design concept of the project and for general and approximate compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate a review of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number of corrected copies of shop drawings and resubmit new samples for review (as stated above for general and approximate compliance). CONTRACTOR shall direct specific attention, in writing, to reviews other than the correction called for by ENGINEER on previous submittals. CONTRACTOR's stamp of approval on any shop drawing or samples shall constitute a representation to OWNER and ENGINEER that CONTRACTOR has determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data and assumes full and sole responsibility for doing so, and that CONTRACTOR has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.
5. Where a shop drawing or sample is required by the specifications, no related work shall be commenced until the submittal has been reviewed by ENGINEER.
6. ENGINEER's review of shop drawings or samples shall not relieve CONTRACTOR from any responsibility for any deviations from the Contract Documents unless CONTRACTOR has, in writing, called ENGINEER's attention to such deviation at the time of submission and ENGINEER has given written concurrence and approval to the specific deviation at the time of submission and ENGINEER has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by ENGINEER relieve CONTRACTOR from his sole responsibility for error or omissions in the shop drawings.
7. CONTRACTOR shall carry on the work and maintain the progress schedule during all disputes or disagreements with OWNER, including, but not limited to, disputes and disagreements concerning change of conditions, change of quantities or change of scope of work. No work shall be delayed or postponed pending resolution of any damages or disagreements, except as CONTRACTOR and OWNER may otherwise agree in writing.

Indemnification

1. To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and save harmless the OWNER their officials, employees and agents, from and against all claims,

damages, loss or expense (including, but not limited to, costs and attorney fees) by reason of any liability asserted or imposed upon the OWNER, their officials, agents or employees, for damages because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons or on account of damage to property including loss of use thereof, arising out of, or in consequence of, the performance of the work described herein, whether such injuries to persons or damage to property is due, or claimed to be due, directly or indirectly, to the negligence or omission of the CONTRACTOR, any SUBCONTRACTOR, the OWNER or their officials, employees or agents.

2. In any and all claims against OWNER and ENGINEER or any of their agents or employees by any employee of CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnifications obligation under Article 6 shall not be limited, in any way, by any limitation, on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any SUBCONTRACTOR, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

GENERAL CONDITIONS

ARTICLE 7: WORK BY OTHERS

OWNER may perform additional work related to the Project by himself or have additional work performed by utility service companies or other direct contracts that shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other CONTRACTORS, who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER'S employees) all possible opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

If any part of CONTRACTOR's work depends, for proper execution of results, upon the work of any such other CONTRACTOR or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER, in writing, defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure to report shall constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's work except for latent or non-apparent defects and deficiencies in the other work.

CONTRACTOR shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work.

If the performance of additional work by other CONTRACTORS or utility service companies or OWNER was not noted in the Contract Documents, written notice, thereof, shall be given to CONTRACTOR prior to starting any such additional work.

GENERAL CONDITIONS
ARTICLE 8: OWNER'S RESPONSIBILITY

OWNER shall issue all communications to CONTRACTOR through ENGINEER.

The ENGINEER is designated as the representative of the OWNER during the period of the contract. Since ENGINEER had relied on this employment by OWNER, ENGINEER is entitled to all damages and remedies in law and equity in case of termination by OWNER.

GENERAL CONDITIONS

ARTICLE 9: ENGINEER'S STATUS DURING CONSTRUCTION

Owner's Representative

ENGINEER will be OWNER's representative during the construction period, but authority to bind the OWNER is limited as set forth in Article 10 of these General Conditions.

Visits to Site

ENGINEER, through the ENGINEER's inspector and construction engineer, will make visits to the site at intervals appropriate to the various stages of construction, and possibly on a daily basis, to observe the progress and quality of the executed work. ENGINEER's inspector 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, ENGINEER will keep OWNER informed of the progress of the work. Limitations on responsibility of ENGINEER, stated above, shall not be deemed altered even if ENGINEER has full-time inspector on the site.

Clarifications and Interpretations

ENGINEER may issue, within a reasonable time, such written clarifications or interpretations of the contract documents (in the form of drawings or otherwise) as ENGINEER may determine necessary. No increase in contract price or contract time is justified or allowed if the clarification or interpretation of the contract documents is inferable from the overall intent of the contract documents.

Project Presentation

If OWNER and ENGINEER agree, ENGINEER will furnish an inspector to assist OWNER in observing the performance of the work. The duties, responsibilities and limitations of authority of any such inspectors, construction engineers and assistants will be provided in Article 9 above.

Decisions on Disagreements

ENGINEER will be the initial interpreter of the requirements of the contract documents. Claims, disputes and other matters relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render within the time the ENGINEER deems required to complete any related investigation of the claim. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and other party to the Agreement within 15 days of the occurrence of the event, giving rise thereto, together with any supporting data. In his capacity as interpreter, ENGINEER will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

The rendering of a decision by ENGINEER pursuant to Article 9 with respect to any such claim, dispute or other matter (except any which have been waived by the marking or acceptance of final payment as provided in Article 14) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the contract documents or at law in respect of any such claim, dispute or other matter.

Limitations on ENGINEER'S Responsibility

1. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the contract documents, nor any decision made by ENGINEER, either to exercise, or not exercise such authority, shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, or any SUBCONTRACTOR, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the work.
2. Whenever in the contract documents the terms "as ordered," "as directed," "as required," "as allowed," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory," or adjectives of like effect or import are used to describe requirement, direction, review or judgment of ENGINEER as to the work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the work for compliance with the contract documents. The use of any such term or adjective never indicates that ENGINEER shall have authority to undertake responsibility contrary to the provisions of Article 9.
3. ENGINEER will not be responsible for any of CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for any of CONTRACTOR's failure to perform the work in accordance with the contract documents. The CONTRACTOR shall be solely responsible for any of CONTRACTOR's means, methods, techniques, sequences or procedures, or the safety precautions and programs incidents thereto.
4. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any SUBCONTRACTORS or of the agents or employees of any CONTRACTOR or SUBCONTRACTOR or of any persons at the site or otherwise performing any of the work. The CONTRACTOR will be solely responsible for the acts or omissions of CONTRACTOR or of any SUBCONTRACTOR or of any other persons at the site or otherwise performing any of the work.

GENERAL CONDITIONS

ARTICLE 10: CHANGES IN THE WORK

Without invalidating the Agreement, OWNER may, at any time, or from time to time, order additions, deletions or revisions in the work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the work involved. All such work shall be executed under the applicable conditions of the contract documents. If any Change Order causes a decrease in the contract price or a shortening of the contract time, an equitable adjustment will be made.

ENGINEER may authorize changes in the work, which, in his judgment, are reasonably required for the proper fulfillment of the contract.

Additional work performed without authorization will not entitle CONTRACTOR to an increase in the contract price or an extension of the contract time, except in the case of an emergency as provided in Article 6 and except as provided in this Article.

OWNER shall execute appropriate Change Orders prepared by ENGINEER covering changes in the work, which are required by OWNER or required because of emergencies or because of uncovering work found not to be defective or as provided in Article 11 or because of any other claim of CONTRACTOR for a change in the contract time or the contract price, which is recommended by ENGINEER.

If notice of any change affecting the general scope of the work or change in the contract price is required by the provisions of any bond to be given to the surety, it will be CONTRACTOR'S sole responsibility to so notify the surety, and the amount of each applicable bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER and ENGINEER without the need for either OWNER or ENGINEER requesting such proof.

GENERAL CONDITIONS

ARTICLE 11: CHANGE OF CONTRACT PRICE

The contract price constitutes the total compensation (subject to authorized adjustment) payable to CONTRACTOR for performing the work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the contract price.

The contract price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to OWNER and ENGINEER within 15 days of the occurrence of the event, giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within 30 days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the contract price shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree on the amount involved.

The value of any work covered by a Change Order, or of any claim for an increase or decrease in the contract price, shall be determined in one of the following ways:

1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of Article 11).
2. By mutual acceptance of a lump sum.
3. On the basis of the cost of the work (determined as provided in Article 11) plus a CONTRACTOR's fee for overhead and profit (determined as provided in Article 11).

Cost of the Work

The term "cost of the work" means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the project, shall include only the following items, and shall not include any of the costs itemized in Article 11.

1. The payroll costs for employees necessary for efficient and acceptable production in the direct employ of CONTRACTOR in the performance of the work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages, plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmens' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.
2. Cost of materials and equipment furnished and incorporated in the work provided those materials and equipment are necessary for efficient and acceptable production as determined by ENGINEER.
3. Payments made by CONTRACTOR to the SUBCONTRACTORS for Work performed by SUBCONTRACTORS. If required by OWNER, CONTRACTOR shall obtain competitive bids from SUBCONTRACTORS acceptable to CONTRACTOR and shall deliver such bids

to OWNER who will then determine, with the advice of ENGINEER, which bids will be acceptable. If a SUBCONTRACTOR provides that the SUBCONTRACTOR is to be paid on the basis of cost of the work plus a fee, the SUBCONTRACTOR's cost of the work shall be determined in the same manner as CONTRACTOR's cost of the work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

The term "cost of the work" shall not include any of the following:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR, whether at the site or in his principal, or a branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Article 11 — all of which are to be considered administrative costs covered by the CONTRACTOR's fee.
2. Expenses of CONTRACTOR's principal and branch offices, other than CONTRACTOR's office at the site.
3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the work and charges against CONTRACTOR for delinquent payment.
4. Cost of premiums for all bonds and for all insurance, whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same, including additional bonds and insurance required because of changes in the work.
5. Costs 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, disposal of materials or equipment wrongly applied and making good any damage to property.
6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in this Article.

The CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall not exceed 15 percent of cost of labor and materials.

For costs incurred under this Article, the CONTRACTOR's fee shall be five percent (5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the SUBCONTRACTOR as a fee for overhead and profit shall be 10 percent.

The amount of credit to be allowed by CONTRACTOR to OWNER for any such charge that which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Whenever the cost of any work is to be determined pursuant to this Article, CONTRACTOR will submit, in form acceptable to ENGINEER, an itemized cost breakdown together with supporting data.

Where the quantity of the work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such work indicated in the Contract Documents, an appropriate Change Order may be issued on recommendation of ENGINEER to adjust the unit price.

In general, if the actual quantity of work is within 30 percent of the quantity indicated in the Contract Documents (whether more or less), the difference shall not be considered material or significant. For larger differences, the ENGINEER's decision as to whether the amount of actual quantity of work is materially and significantly different from the quantity indicated on the Contract Documents is final.

Cash Allowances

It is understood that CONTRACTOR has included in the contract price all allowances so named in the Contract Documents and shall cause the work so covered to be done by such SUBCONTRACTORS, manufacturers, fabricators, suppliers or distributors and for such sums within the limit of the allowances as may be acceptable to ENGINEER. CONTRACTOR agrees that the original contract price includes such sums as CONTRACTOR deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection will be valid.

GENERAL CONDITIONS

ARTICLE 12: CHANGE OF CONTRACT TIME

The contract time may only be changed by a Change Order. Any claim for an extension in the contract time shall be based on written notice delivered to OWNER and ENGINEER within 15 days of the occurrence of the event, giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within 30 days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the contract time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the contract time resulting from any such claim shall be incorporated in a Change Order.

The contract time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR, if a claim is made, therefore, as provided in this Article. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 7 or to fires, floods, epidemics or acts of God, but not labor disputes or severe weather conditions.

All time limits for CONTRACTOR stated in the Contract Documents are of the essence to the OWNER and are incorporated, as such, in the contract.

GENERAL CONDITIONS
ARTICLE 13: WARRANTY AND GUARANTEE
TESTS AND INSPECTIONS CORRECTION, REMOVAL OR
ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee

CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all work will be in accordance with the Contract Documents and will not be defective. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Tests and Inspections

CONTRACTOR shall give OWNER's representative timely notice of readiness of the work for all required inspections, tests or approvals.

If any law, ordinance, rule, regulation, code or order of any public body having jurisdiction requires any work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith, and furnish OWNER the required certificates of inspection, testing or approval. CONTRACTOR also shall be responsible for, and shall pay all costs in connection with, any inspection or testing required in connection with OWNER's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the work.

If any work that is to be inspected, tested or approved is covered without concurrence of OWNER'S representative, it must, if required by OWNER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense.

Neither observations by ENGINEER nor inspectors, tests or approvals by ENGINEER, OWNER or others shall relieve CONTRACTOR from any of his obligations to perform the work in accordance with the Contract Documents.

Owner May Stop the Work

If the work is defective or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the work, or any portion thereof, until the cause of such order has been eliminated. CONTRACTOR shall incur all the expenses related directly or indirectly to such work stoppage.

Correction or Removal of Defective Work

If required by OWNER, CONTRACTOR shall promptly, without cost to OWNER, either correct any defective work, whether or not fabricated, installed or completed, or, if the work has been rejected by ENGINEER, remove it from the site and replace it with non-defective work without any change in Contract Price.

Two-Year Correction Period

If within two (2) year after the date of substantial 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 or by any specific provision of the Contract Documents, any work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER, and in accordance with OWNER's written instructions, either correct such defective work or, if it has been rejected by

OWNER, remove it from the site and replace it with non-defective work. If CONTRACTOR does not promptly comply with the terms of such instructions, or, in an emergency, where delay would cause serious loss or damage, OWNER may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the contract price or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

If CONTRACTOR fails, within a reasonable time after written notice to proceed, to correct defective work or to remove and replace rejected work in accordance with Article 13, or if CONTRACTOR fails to perform the work in accordance with the Contract Documents (including any requirements of the progress schedule). OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporated in the work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the contract price. Such direct and indirect costs shall include, in particular, but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective work. CONTRACTOR shall not be allowed an extension of the contract time because of any delay in performance of the work attributed to the exercise by OWNER of OWNER's rights hereunder.

GENERAL CONDITIONS

ARTICLE 14: PAYMENTS TO CONTRACTOR AND COMPLETION

Schedules

At least 10 days prior to submitting the first Application for a progress payment, CONTRACTOR shall (except as otherwise specified in the General Requirements) submit to OWNER a progress schedule, a final schedule of shop drawing submission and, where applicable, a schedule of values shall include quantities and unit prices aggregating the contract price and shall subdivide the work into component parts. These schedules are submitted strictly as information that may help the OWNER in scheduling and shall not be construed as binding the OWNER to pay the CONTRACTOR in accordance with such values if used in the progress payment.

Application for Progress Payment

At least 10 days before progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the work completed as of the date of the Application and accompanied by supporting documentation. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. Retainage with respect to progress payments will be at least 10 percent, unless state law required otherwise.

CONTRACTOR's Warranty of Title

CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment

ENGINEER will, within 15 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating, in writing, ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within 25 days of presentation to him of the Application for Payment with ENGINEER's recommendation, pay CONTRACTOR the amount recommended.

By recommending any payments to the CONTRACTOR, ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the work or that the means, methods, techniques, sequences and procedures of construction have been reviewed or that any examination has been made to ascertain how or for what purpose, CONTRACTOR has used the monies paid or to be paid to CONTRACTOR on account of the contract price or that title or any work, materials or equipment has passed to OWNER free and clear of any liens.

ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such recommendation to OWNER. He also may refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, nullify such payment previously recommended to such extent as may be reasonable in ENGINEER's opinion to protect OWNER from loss because:

1. The work is defective or completed work has been damaged requiring correction or replacement.
2. Written claims have been made against OWNER or liens have been filed in connection with the work.
3. The contract price has been reduced because of modifications.
4. OWNER has been required to correct defective work or complete the work in accordance with Article 13.
5. Of CONTRACTOR's unsatisfactory prosecution of the work in accordance with the Contract Documents.
6. CONTRACTOR's failure to make payment to SUBCONTRACTORS or for labor, materials or equipment.
7. Previous overpayments to CONTRACTOR.

Substantial Completion

When CONTRACTOR considers the entire work ready for its intended use, CONTRACTOR shall, in writing to OWNER and ENGINEER, certify that the entire work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR, ENGINEER, and/or OWNER shall make an inspection of the work to determine the status of completion. If ENGINEER does not consider the work substantially complete, ENGINEER will notify CONTRACTOR, giving his reasons therefore. If ENGINEER considers the work substantially complete, ENGINEER may prepare and deliver to OWNER a Statement of Substantial Completion, which may fix the date of Substantial Completion. There also may be attached to the statement a tentative list of items to be completed or corrected before final payment. OWNER shall have 21 days after receipt of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the work is not substantially complete, ENGINEER will, within 21 days, notify CONTRACTOR, in writing, stating his reasons therefore.

OWNER shall have the right to exclude CONTRACTOR from the work after the date of substantial completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization

Use of OWNER of completed portions of the work may be accomplished prior to substantial completion of all the work subject to the following:

1. OWNER, at any time, may request CONTRACTOR, in writing, to permit OWNER to use any part of the work that OWNER believes to be substantially complete and which may be used without significant interference with construction of the other parts of the work.
2. In lieu of the issuance of a Certificate of Substantial Completion as to part of the work, OWNER may take over operation of a facility constituting part of the work whether or not it is substantially complete if such facility is functionally and separately useable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

Final Application for Payment

After CONTRACTOR has completed all the work and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents

and other documents — all as required by the Contract Documents — and after ENGINEER has indicated that the work appears to be acceptable (subject to the provisions of this Article), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as OWNER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all liens arising out of, or filed in connection with, the work. In lieu thereof, and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a lien could be filed; and that all payrolls, material and equipment bills, and other indebtedness or otherwise satisfied; and consent of the surety, if any, to final payment. If any SUBCONTRACTOR, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a bond or other collateral satisfactory to OWNER to indemnify OWNER against any lien.

Final Payment and Acceptance

If, on the basis of ENGINEER's review of the final Application for Payment and accompanying documentation — all as required by the Contract Documents — ENGINEER is satisfied that the work has been completed and CONTRACTOR has fulfilled his obligations under the Contract Documents, ENGINEER may, within 20 days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application to OWNER for payment. Thereupon, ENGINEER will give written notice to OWNER and CONTRACTOR that the work is acceptable subject to the provisions of this Article. Otherwise, ENGINEER will return the Application to CONTRACTOR indicating, in writing, the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within 30 days after receipt thereof, pay CONTRACTOR the amount recommended by ENGINEER.

CONTRACTOR's Continuing Obligation

CONTRACTOR's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER nor the recommendation of any progress or final payment by ENGINEER nor the issuance of a notice of acceptability by ENGINEER pursuant to Article 14 nor any correction of defective work by OWNER shall constitute an acceptance of work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the work in accordance with the Contract Documents.

Waiver of Claims

The making and acceptance of final payment shall:

1. Not constitute any waiver of any claims by OWNER against CONTRACTOR, including claims arising from unsettled liens, from defective work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; also, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and
2. Constitute a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

GENERAL CONDITIONS

ARTICLE 15: SUSPENSION OF WORK AND TERMINATION

OWNER May Suspend Work

OWNER may, at any time, and without cause, suspend the work or any portion thereof for a period of not more than 120 days by notice, in writing, to CONTRACTOR. CONTRACTOR shall resume the work with 2 weeks notice by OWNER. CONTRACTOR will be allowed an increase in the Contract Price only as attributable to demobilization and remobilization cost and not to any other expense, including rental fee during suspension. The CONTRACTOR shall have the sole duty of informing, in advance, all SUBCONTRACTORS and any interested parties about the provision. OWNER and ENGINEER are not liable for any loss of any party arising out of invoking this section.

OWNER May Terminate

Upon the occurrence of any one or more of the following events:

1. If CONTRACTOR is adjudged bankrupt or insolvent.
2. If CONTRACTOR makes a general assignment for the benefit of creditors.
3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property.
4. If CONTRACTOR files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws.
5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment.
6. If CONTRACTOR fails to make payments to SUBCONTRACTORS or for labor, materials or equipment within 60 days of receiving said payment from OWNER.
7. If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction.
8. If CONTRACTOR disregards the authority of ENGINEER.
9. If CONTRACTOR otherwise violates, in any substantial way, any provisions of the Contract Documents. Restoration work always shall be deemed as a substantial provision of the Contract Documents.

OWNER may, after giving CONTRACTOR and his surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporating in the work all materials and equipment stored at the site for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the work as OWNER may deem expedient. In such case, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be verified by ENGINEER and incorporated in a Change Order; but, in finishing the work, OWNER shall not be required to obtain the lowest figure for the work performed.

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

Upon seven (7) days' written notice to CONTRACTOR, OWNER may, without cause and without prejudice to any of the OWNER's other rights or remedies, elect to abandon the work and terminate the Agreement with the CONTRACTOR. In such a case, CONTRACTOR shall be paid for work executed and demobilization expenses only.

GENERAL CONDITIONS

ARTICLE 16: MISCELLANEOUS

Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice to the CONTRACTOR, 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 delivered at or sent by mail to the last business address known to the giver of the notice. Notice to the ENGINEER is validly given if mailed by certified mail to his business office.

Computation of Time

When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction such day shall be omitted from the computation.

General

The duties and obligations imposed by these General Conditions upon the CONTRACTOR and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by Articles 6, 13, 14 and 15 and all of the rights and remedies available to either ENGINEER or OWNER which are otherwise imposed or available by law or contract, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in Contract Documents by CONTRACTOR shall survive final payment and termination or completion of the Agreement.

PART IV
SUPPLEMENTAL SPECIFICATIONS

SUPPLEMENTAL SPECIFICATIONS BITUMINOUS SPRAY PATCH

PART 1 – GENERAL

1.01 Work Included

The contractor will supply, equipment, materials and labor to patch various holes and low areas as determined by the Engineer and/or municipality in the field.

1.02 References

A. 2012 MDOT Standard Specifications for Construction

1.03 Contractor Qualifications

The Contractor submitting a bid shall have a pre-qualification with the Michigan Department of Transportation for slurry seal or have performed there (3) similar sized projects within the last year.

PART 2 – MATERIALS

2.01 Bituminous Mixtures

Bituminous material shall be HF-RS2 asphalt emulsion.

2.02 Aggregate materials

Aggregate Materials shall be H – 1 or MDOT limestone aggregate equivalent.

Part 3 – EXECUTION

3.01 Equipment

All equipment used shall be sufficient size and in such mechanical condition to produce a satisfactory job.

Spray patch units shall have a 250 gallon minimum capacity. The unit shall have a heating system capable of maintaining at all times the specific temperature of the asphalt materials. The unit shall be equipped with a flashing beacon to aid in traffic control readily visible to oncoming traffic.

Material transport units shall be of sufficient size to transport bituminous material and aggregate of sufficient quantity simultaneously to and from the job site.

PART V
MEASURE & METHOD OF PAYMENT

METHODS AND MEASUREMENT OF PAYMENT

GENERAL

A. PRICES AND MEASUREMENTS:

Payment for work under this contract will be based on a unit price or lump sum for work actually completed. Final measurements of the work will be made and recorded by the Engineer to determine the amount of work done and thereby determine the total cost. The method of applying the unit prices to measured quantities will be as herein specified. Payment will include the cost of all labor, tools, materials, and equipment necessary to do the work.

Several items may have been included in the bid form but may be deemed unnecessary during the construction process. These items have been included in order to establish a unit price in the event that the item of work is necessary. The Contractor should be aware that these items may increase, decrease, or be zero based on field conditions, or Owner direction. No alteration of unit price will be considered as a result of the reduction of any bid items.

B. INCIDENTAL ITEMS:

Any items of work indicated as incidental or included shall be considered as part of the project work and shall be completed at no additional expense to the Owner. Incidental or included items shall include labor, materials, and equipment that may not be specifically listed in the Bid Form or in the drawings or specifications, but which are necessary to complete the work.

MOBILIZATION

"Mobilization," as specified, shall not be paid for separately, but shall be included in the pay items of the contract. It shall include all labor, bringing in and setting up equipment and preparation of the CONTRACTOR prior to the start of construction.

The OWNER will not pay for any remobilization of the CONTRACTOR following the start-up of construction.

BITUMINOUS SPRAY PATCH

Payment for this item of work shall be paid at the unit price bid per ton (TON) cost. This item of work shall include all labor, equipment, material, and complete clean-up of the streets that the spray patch has been placed. The contractor shall provide the City of Hamtramck with certified weight slips for each day of work.

Pay Item
Bituminous Spray Patch

Pay Unit
TON

City of Hamtramck

Proposed Budget for Fiscal Year 2015/16

Fund	Fund #		Revenues	Expenditures	Fund Balance
General	101				
		Mayor and Council		25,900	
		31st District Court		668,650	
		City Manager		169,350	
		Elections		56,700	
		Income tax		290,376	
		Assessor		159,800	
		City Clerk		161,600	
		Human Resources		302,750	
		Controller		331,100	
		Legal		350,000	
		Treasurer		270,450	
		Public Services		299,450	
		Auto Theft		99,334	
		Retiree Costs		3,234,133	
		Community and Economic dev.		355,500	
		General Administration		1,189,678	
		Police Department		3,651,808	
		Fire department		3,283,858	
		Sanitation Services		780,000	
		Code Enforcement		83,000	
		Total Revenues/Expenditures	15,782,419	15,763,437	18,982
Major Street	202		930,000	924,600	5,400
Local Street	203		374,000	352,100	21,900
Building	225		100,000	100,000	-
Downtown Dev. Auth	244		45,000	45,000	-
911 Emergency	264		135,000	135,000	-
Drug Forfeiture - State	266		100,000	100,000	-
Drug Forfeiture - Federal	267		250,000	250,000	-
Library	268		380,000	380,000	-
Comm. Dev. Block Grant	275		192,209	192,209	-
Police Training	280		7,600	7,600	-
Water and Sewer	592		6,788,750	6,561,390	227,360

CITY OF HAMTRAMCK
Notice of Public Hearing

The City Council will hold a public hearing on the proposed fiscal year 2015-16 budget on Tuesday, June 9, 2015 at 7:00pm in the Hamtramck City Hall, City Council Chambers, 3401 Evaline St. The proposed budget is available for public inspection between the hours of 8:00 am and 4:00 pm, Monday through Friday, at the office of the City Clerk. The property millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.

HAMTRAMCK FEES - FY 2015-16

Exhibit A

DEPT	CITY CLERK	FEE IN DOLLARS
Clerk	LICENSING	
Clerk	Pet (Dog & Cat)	10
Clerk	Garage Sale	10
Clerk	Bicycle	5
Clerk	Business (New/Transfer)	100
Clerk	Business (Renewal)	100
Clerk	Inspection Fee	160
Clerk	Taxi	250
Clerk	Taxi (Additional Bond Plate)	100
Clerk	Taxi (Bond Transfer)	1250
Clerk	Public Vehicle Driver	50
Clerk	Junk Dealer (Plus Business License fee)	75
Clerk	Late Application (Plus \$5/month pass due date)	50
Clerk	Pawnbroker (Plus Business License Fee)	500
Clerk	Peddler (Ice cream truck/Food truck)	100
Clerk	Coin Machine Distributor (Plus License Fee)	200
Clerk	Coin Machine Owner	100
Clerk	Coin Machine Tag	50
Clerk	Solicitor	125
Clerk	Copies/Fax	.50/page
Clerk	Voter Lists	50
Clerk	N/O/O Business License Fee if 3 or more rental units owned	100
Clerk	Sidewalk Café Permit	100
Clerk	Fireworks Permit	100
Clerk	Special Parking Permit	100
Clerk	Precious Gems & Metal	500
Clerk	Mechanical Container Registration	50
	PUBLIC SERVICES	
WATER	Commercial & Industrial Waste Control (Monthly)	
WATER	5/8" meter	11.40
WATER	3/4" meter	17.05
WATER	1" meter	28.35
WATER	1 1/2" meter	62.65
WATER	2" meter	91.10
WATER	3" meter	165.20
WATER	4" meter	227.85
WATER	6" meter	341.75
WATER	8" meter	569.00
WATER	Fire Line monthly charge - Less than 4" meter	40.00
WATER	Fire Line monthly charge - Greater than 4" meter	65.00
WATER	Water service turn on	55
WATER	Set of meter connection - up to 1"	30
WATER	Sanitation Service Fee - per month	7.35
WATER	MTU	175
WATER	Meter Base up to 5/8"	100
WATER	Meter Base up to 3/4"	110
WATER	5/8" whole meter	175
WATER	3/4" whole meter	185
WATER	1" whole meter	285
WATER	Over 1" whole meter	Cost + 20%
WATER	Residential water tap 1"	3250
WATER	Residential water tap 1.5"	3350

HAMTRAMCK FEES - FY 2015-16

Exhibit A

WATER	Residential Sewer Tap	3900
WATER	Commercial water tap 1"	4000
WATER	Commercial water tap 1.5"	4100
WATER	Commercial water tap 2"	5000
WATER	Commercial water tap 4"	5200
WATER	Commercial water tap 6"	5750
WATER	Commercial water tap 8"	6050
WATER	Commercial Sewer Tap	4050
WATER	Commercial - Cut & Cap for Demolition	1400
WATER	Residential - Cut & Cap for Demolition	1250
WATER	Wastewater/Sewer Tap - Residential	4000
WATER	Wastewater/Sewer Tap - Commercial	4600
WATER	Emergency call out after hours & Saturday	240 + Costs
WATER	Emergency call out Sunday & Holidays	350 + Costs
WATER	Service Call charge if equipment is ok or customer missed appointment	50
WATER	Tamper - Meter Equipment or Illegal Turn On	500
WATER	Meter Equipment - Damaged, Frozen, Unrecovered 5/8" - 1" Meter Size	210
WATER	Meter Equipment - Damaged, Frozen, Unrecovered 1.5" and Larger	525
WATER	New Meter Installation - New Service 5/8" - 1"	210
WATER	New Meter Installation - New Service 1.5" and up	Cost + 20%
WATER	Copy of Water Bill Request	.50 per copy
WATER	Final reads for real estate closing requires equipment inspection	25
WATER	Manholes/catchbasin	25
	BUILDING	
BLDG	MECHANICAL	
BLDG	Mechanical Application (non-refundable)	50
BLDG	Residential Heating System (Includes ducts and pipe)	55
BLDG	Gas/Oil Burning Equipment (new and/or conversion)	55
BLDG	Residential Boiler	55
BLDG	Water Heater	25
BLDG	Fuel/Vent Damper	15
BLDG	Solid Fuel Equip. (Includes Chimney)	55
BLDG	Gas Burning Fireplace	55
BLDG	Solar Panel (Set of 3 and Pipe)	55
BLDG	Chimney	55
BLDG	Gas piping (Each Opening)	15
BLDG	Heat Pumps (Residential)	55
BLDG	Air Cond. (Includes Split System)	55
BLDG	Tanks above ground & below ground	125
BLDG	Humidifiers	35
BLDG	Piping	55 first 20 ft
BLDG	Piping	.25 add'l ft
BLDG	Duct	55 first 20 ft
BLDG	Duct	.25 add'l ft
BLDG	Heat pumps (Commercial- Pipe not included)	55
BLDG	Air handlers (under 10,000 CFM)	135
BLDG	Air handlers (over 10,000 CFM)	135
BLDG	Commercial hoods	125
BLDG	Fire Dampers	10
BLDG	Heat recovery units	55
BLDG	V.A.V. boxes	15
BLDG	Unit heaters (terminal units)	55
BLDG	Bath Fans	25

HAMTRAMCK FEES - FY 2015-16

Exhibit A

BLDG	Fire suppression/protection - min \$20.00	1.25/head
BLDG	Evaporator coils	30
BLDG	Refrigeration (split system)	55
BLDG	Chiller	55
BLDG	Cooling towers	55
BLDG	Gas Pressure Test	40
BLDG	Compressor	55
BLDG	Chimney Liner	40
BLDG	Rough inspection	40
BLDG	Final inspection	40
BLDG	Additional inspection	40
BLDG	Special inspection	450
BLDG	Plan review - See attached Schedule 1	Schedule 1
BLDG	PLUMBING - 5 ft from structure	
BLDG	Plumbing Permit Application (nonrefundable)	50
BLDG	Fixtures, floor drains, special drains, water connected appliance	10
BLDG	Stacks (soil, waste vent & conductor)	10
BLDG	Sewage ejectors, sumps	25
BLDG	Sub-soil drain	55
BLDG	Water service up to 6"	55
BLDG	Water service over 6"	100
BLDG	Connection bldg, drain & sewer - interior	65
BLDG	Sewers - less than 6"	55
BLDG	Sewers - 6" and over	100
BLDG	Water distribution pipe - up to 1"	65
BLDG	Water distribution pipe - 1" to 3"	100
BLDG	Water distribution pipe - 3" to 4"	120
BLDG	Water distribution pipe - over 4"	140
BLDG	Reduced pressure zone back-flow preventer	25
BLDG	Special inspection	450
BLDG	Rough inspection	40
BLDG	Final inspection	40
BLDG	Additional inspection	40
BLDG	Plan review - See attached Schedule 1	Schedule 1
BLDG	ELECTRICAL	
BLDG	Electrical Permit Application (non-refundable)	50
BLDG	Service - through 200 Amp	30
BLDG	Service Over 200 amp thru 600 amp	90
BLDG	Service over 600 amp	100
BLDG	New Circuits - first circuit	35
BLDG	New Circuits - each add'l circuit	10
BLDG	Relocate Circuits - first circuit	35
BLDG	Relocate Circuits - each add'l circuit	10
BLDG	Extend Circuits - first circuit	35
BLDG	Extend Circuits - each add'l circuit	10
BLDG	Lighting Fixtures - first 25	45
BLDG	Lighting Fixtures - each add'l 25	20
BLDG	Dishwasher	20
BLDG	Furnace - Unit heater	10
BLDG	A/C Connection	40
BLDG	Electrical htg unit (baseboard)	35
BLDG	Power outlets (range, dryer)	35
BLDG	Signs - Unit	25
BLDG	Signs - Letter	25
BLDG	Signs - Neon - each 25 feet	25

HAMTRAMCK FEES - FY 2015-16

Exhibit A

BLDG	Feeders - bus ducts - first 100 feet	35
BLDG	Feeders - bus ducts - each add'l 50 feet	10
BLDG	Units up to 30 KV.A. & H.P	45
BLDG	Units over 30 K.V.A & H.P	55
BLDG	Fire alarm - up to 10 devices	50
BLDG	Fire alarm - 11 to 20 devices	100
BLDG	Fire alarm - over 20 devices (Each)	10
BLDG	Energy retrofit - Temp control	45
BLDG	Conduit only or grounding only	45
BLDG	Rough inspection	40
BLDG	Final inspection	40
BLDG	Additional inspection	40
BLDG	Special inspection	450
BLDG	Plan review - See attached Schedule 1	Schedule 1
BLDG	Each additional unit	50
BLDG	CONTRACTORS REGISTRATION	
BLDG	Residential Builder	50
BLDG	Electrical	50
BLDG	Mechanical - Rate per Current State Law	15
BLDG	Plumbing - Rate Per Current State Law	15
BLDG	Maintenance	50
BLDG	Demolition	50
BLDG	Sign	50
BLDG	COMMERCIAL PLAN REVIEW- PER ALL TRADES	\$250 Base
BLDG	\$0-199K	\$250 Base Only
BLDG	\$200-\$1,000	\$250 + \$.005 per \$1
BLDG	Over \$1,000	\$250 + \$0.001 per \$1
BLDG	PERMITS	
BLDG	Lock-out/Business Re-Inspection	40
BLDG	Building Permit Application (non-refundable)	50
BLDG	Cost per Job up to \$2,500	93
BLDG	Cost per Job each add'l \$1,000	13
BLDG	Residential Plan Review (new structure)	200
BLDG	Garage demo	125
BLDG	Residential demo	.25/sq ft
BLDG	Commercial Demolition Plan Review and Admin Base Fee	\$100 + \$.07 per sq ft.
BLDG	CEMENT	
BLDG	Cement - Private Property - Industrial Commercial	125
BLDG	Cement - Private Property - Residential	50
BLDG	SIGN	
BLDG	Sign - up to 20 Sq. Ft.	125
BLDG	Sign - over 20 Sq. Ft.	250
BLDG	Temp sign	100
BLDG	FENCE	
BLDG	Fence - Industrial Commercial up to 100 linear feet	50
BLDG	Fence - Industrial Commercial each add'l 100 linear feet	100
BLDG	Fence - Residential	50
BLDG	Dumpster 5 days	25
BLDG	Dumpster each add'l day	5
BLDG	Work Started Without Permit (Additional Cost) - Contractor	75/125/250
BLDG	Work Started Without Permit (Additional Cost) - Property Owner	75/125/250
BLDG	FORECLOSED, VACANT, ABANDONED PROPERTY REGISTRATION	
BLDG	Annual Registration of foreclosed, vacant, abandoned Residential	200
BLDG	Annual Registration of foreclosed, vacant, abandoned Non-Residential	350
BLDG	Monthly inspection/monitoring fee Residential (PRE-PAID billed quarterly)	45/quarter

HAMTRAMCK FEES - FY 2015-16

Exhibit A

BLDG	Monthly inspection/monitoring fee Commercial (PRE-PAID billed quarterly)	45/quarter
BLDG	Monthly inspection/monitoring fee Industrial (PRE-PAID billed quarterly)	45/quarter
BLDG	Late Fee for Non-Compliance (up to 30 days late)	20/month
BLDG	Late Fee for Non-Compliance (over 30 days late)	30/month
BLDG	Inspection fee for failure to comply per trade	40
BLDG	Admin charge for processing excessive violations	100
BLDG	Admin charge for processing orders for boarding	100
BLDG	Admin charge for processing landscaping, trash or debris removal	100
BLDG	Admin charge for preparation for prosecution	100
BLDG	NON-OWNER OCCUPIED RESIDENTIAL PROPERTY REGISTRATION & INSPECTION	
BLDG	Registration of each N/O/O dwelling	75/dwelling
BLDG	N/O/O Inspection (1st Unit)	200
BLDG	N/O/O inspection (any unit after)	100
BLDG	Inspection fee for 3rd and subsequent inspection for each dwelling unit	75/unit
BLDG	Inspection fee for reinstatement of suspended Certificate of Occupancy	75/unit
BLDG	Late fee for failure to comply up to 30 days late	15/month
BLDG	Late fee for failure to comply over 30 days late	20/month
	ALL DEPARTMENTS	
ALL	NSF Fee	40
ALL	Copies	.50 per Page
	POLICE	
POLICE	Criminal Reports Non Residents	20
POLICE	Criminal Reports Residents	15
POLICE	Paper Copies	6
POLICE	FOIA/Per Reports (Letter size 8 1/2 x 11)	.05/page
POLICE	FOIA/Per Reports (Legal size 8 1/2 x 14)	.10/page
POLICE	FOIA/Per Reports (Site plan size 11 x 17)	.55/page
POLICE	FOIA Blue Prints/Maps (24 x 36)	5/page
POLICE	FOIA/Per Video	10
POLICE	FOIA/Video Extra Copies	10
POLICE	FOIA/Postage & Materials	Current Rate
POLICE	Clearances Residents	20
POLICE	Clearances Non Residents	30
POLICE	Accident Reports Residents	18
POLICE	Accident Reports Non Residents	20
POLICE	Handicap renewal	20
POLICE	Handicap sign installation	80
POLICE	Gun permit/notary fee	10
POLICE	Return of gun admin fee	25
POLICE	Impound fees (collected from B&T)	50
POLICE	Preliminary breath test	10
POLICE	Preliminary breath test - straw	10
POLICE	Out of City warrant process fee	10
POLICE	Parking Ticket	20
POLICE	Finger printing residents (not including state fee)	30
POLICE	Finger printing non-residents (not including state fee)	40
POLICE	LCC Transfer Background Investigation Fee	500
POLICE	LCC Special Permit Background Administration Fee	150
POLICE	LCC Transfer Background Investigation Fee	250
POLICE	Alarm registration/Residential	25
POLICE	Alarm registration/Business	0
POLICE	Alarm - False - Residential & Business - First and Second	0

HAMTRAMCK FEES - FY 2015-16

Exhibit A

POLICE	Alarm - False - Cost Recovery - Third Residential	50
POLICE	Alarm - False - Cost Recovery - Third Business	100
POLICE	Alarm - False - Cost Recovery - Fourth Residential	100
POLICE	Alarm - False - Cost Recovery - Fourth Business	200
POLICE	Alarm - False - Cost Recovery - Fifth & Subsequent Residential	150
POLICE	Alarm - False - Cost Recovery - Fifth & Subsequent Business	250
POLICE	Prisoner Housing	60/day
	COMMUNITY & ECONOMIC DEVELOPMENT	
CED	Plan Commission	
CED	Site Plan Approval (Note: Escrow for Review beyond city dept. \$1,500)	500
CED	Lot Split/Combine Application	250
CED	Special Land Use	500
CED	Zoning Board of Appeals	
CED	Dimensional Variance Request (Resident)	250
CED	Dimensional Variance Request (Business)	500
CED	Use Variance Request (Resident)	250
CED	Use Variance Request (Business)	500
CED	Code Official/Interpretation Appeal	2500
CED	Brownfield Application	500
CED	Brownfield Site Assessment Nomination	100
CED	Industrial Facilities Tax Abatement	500
CED	Film Application	200
CED	Feature Film/Television/Video (Per Day)	100
CED	On Street Base Camp (Per Day)	50
CED	Equipment (Barricades, signage, etc.) (Per Day)	100
CED	Parking Space/Lot Rental	
CED	Shopper's World (75 Spaces) (Per Day)	300
CED	McDougall (30 Spaces) (Per Day)	120
CED	Florian (10 Spaces) (Per Day)	40
CED	Poland (10 Spaces) (per Day)	40
CED	Evaline (2 Lots 10 Spaces) (Per Day)	40
CED	On-Street Parking (Per Space) (Per Day)	15
CED	Extended Hours (8PM - 7AM) (Per Day)	100
CED	Staff Wages (Police Officer with Car) (Per Hour)	Per wage rate
CED	Staff Wages (Public Works) (Per Hour)	Per wage Rate
CED	Marketing Credit	200
	FIRE	
	FIRE SERVICE FEES	
FIRE	Extrication	500
FIRE	Fire Engine Response not including cost of manpower	100/hr
FIRE	Tower Response not including cost of manpower	200/hr
FIRE	Manpower cost	Rate of total comp.
FIRE	INSPECTION FEES	
FIRE	Commercial Kitchen Hood First Inspection and Test	100
FIRE	Sprinkler System first inspection and test	100
FIRE	Fire Alarm system first inspection and test	100
FIRE	PERMIT AND SITE PLAN REVIEW	
FIRE	Tent site plan review and first inspection	50
FIRE	Festival site plan review and first inspection	50
FIRE	ADMINISTRATION FEES	
FIRE	Sprinkler system plan review administration	50
FIRE	Fire Alarm plan review administration	50
FIRE	Fire Alarm Registration	25

HAMTRAMCK FEES - FY 2015-16

Exhibit A

FIRE	Annual Inspection fee (includes 2nd inspection)	100
FIRE	3rd Inspection	50
FIRE	4th Inspection	50
FIRE	5th Inspection	50

2015 Tax Rate Request (This form must be completed and submitted on or before September 30, 2015)

Carefully read the instructions on page 2.

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory. Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes: **Wayne**
 2015 Taxable Value of ALL Properties in the Unit as of 5-26-15: **189,190,268**
 Local Government Unit Requesting Millage Levy: **City of Hamtramck**
 For LOCAL School Districts: 2015 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2015 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5)** 2014 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2015 Current Year "Headlee" Millage Reduction Fraction	(7) 2015 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Charter	Operatin	02-22-05	20.0000	19.5994	1.0000	19.5994	1.0000	19.5994	19.5994		
PA279 of	1917 Rub	02-22-05	3.0000	2.9399	1.0000	2.9399	1.0000	2.9399	2.9399		
PA345 of	1937 Pen	N/A	0.5000	0.5000	N/A	0.5000	N/A	0.5000	.50000		
Voters	Library	11-05-91	1.0000	0.8517	1.0000	0.8517	1.0000	0.8517	0.8517		
Voters	Library	09-09-03	1.0000	0.9654	1.0000	0.9654	1.0000	0.9654	0.9654		
Council	DDA Res	2008	2.0000	1.8251	1.0000	1.8251	1.0000	1.8251	1.8251		

Prepared by: **Jagminder Singh** Telephone Number: **313-870-0336** Title of Preparer: **City Assessor** Date: _____

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input checked="" type="checkbox"/> Clerk	Signature	Print Name	Date
<input type="checkbox"/> Secretary		August R. Gischlag	
<input checked="" type="checkbox"/> Chairperson	Signature	Print Name	Date
<input type="checkbox"/> President		Karen Majewski	

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

**** IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 3 of 2015 for instructions on completing this section.	
Total School District Operating and NH Oper (ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

ORDINANCE NUMBER 2015-01

AN ORDINANCE OF THE CITY OF HAMTRAMCK, MICHIGAN TO PROVIDE FOR THE GENERAL APPROPRIATIONS OF THE CITY, AND SETTING FORTH THE MILLAGE RATES APPROPRIATED TO DEFRAY THE EXPENDITURES; TO ADOPT THE CITY'S BUDGET FOR THE FISCAL YEAR 2015-2016; TO ADOPT THE FEE SCHEDULE FOR PUBLIC RECORDS AND SERVICES FOR THE FISCAL YEAR 2015-2016; AND TO ADOPT WATER AND SEWERAGE DISPOSAL RATES FOR THE FISCAL YEAR 2015-2016.

The City of Hamtramck hereby ordains:

Article I: TITLE

This ordinance shall constitute the annual appropriations ordinance in accordance with Section 13.17 of the city charter, the general appropriations act in accordance with the Michigan Uniform Budgeting and Accounting Act, MCL 141.436 and the special appropriations act pursuant to Public Act 493 of 2000.

Article II: PUBLIC HEARING

Pursuant to MCLA 141.412 and .413, notice of a public hearing on the proposed budget was published in The Detroit Free Press and the Detroit News, a newspaper of general circulation on June 3, 2015 and a public hearing on the proposed budget was held on Tuesday, June 9, 2015.

Article III: ADOPTION OF BUDGET

The City Council of the City of Hamtramck adopts the 2015-2016 fiscal year budgets for the various funds by Function. City officials responsible for the expenditures authorized in the budget may expend City funds up to, but not to exceed, the total appropriation authorized for each Function. This ordinance may be amended by ordinance or resolution, as provided by law.

Article IV: BUDGET AND APPROPRIATIONS

The City Council is of the opinion that all of the items of anticipates revenues and expenditures for the said fiscal year are reasonable, necessary and proper for the administration of the affairs of and the proper conduct of the business of the City of Hamtramck. A copy of the budget for the various funds by function for fiscal year 2015-2016 consisting of estimated revenues and expenditures is attached as **Exhibit A** to this ordinance and specifically incorporated herein, along with all amendments thereto made by Council on the date of adoption.

The City Manager is hereby authorized to make transfers within the budgetary centers established in this resolution, but all transfers between budgetary centers, contingencies, reserves, and fund balances shall be made only by further action pursuant to law. The City Manager is hereby authorized to release bidding documents for those capital items and recurring commodities expressly authorized within appropriations in this resolution for public review by the City Manager following receipt of bids.

ARTICLE V: TAX AND MILLAGE LEVY

Section 1. The City Council does hereby approve 19.5994 mills tax levied for general purposes on the assessed valuation of all real and personal property subject to taxation in the city.

Section 2. The City Council does hereby approve 0.5000 mills tax levied on the assessed valuation of all real and personal property subject to taxation in the city, for the purpose of meeting appropriations for fire and police pension purposes.

Section 3. The City Council does hereby approve 2.9399 mills tax levied on the assessed valuation of all real and personal property subject to taxation in the city, for the purpose of the collection and removal of garbage and trash of the city.

Section 4. The City Council does hereby approve 0.8517 mills tax levied on the assessed valuation of all real and personal property subject to taxation in the city, for the purpose of operating the city library.

Section 5. The City Council does hereby approve 0.9654 mills tax levied on the assessed valuation of all real and personal property subject to taxation in the city, for the purpose of operating the city library.

Section 6. The City Council does hereby approve 1.8251 mills tax levied on the assessed valuation of all real and personal property subject to Downtown Development Authority as modified by the Headley Amendment.

Section 7. The City Council does hereby approve the addition of a collection fee of four (4%) percent per Charter on delinquent taxes and interest of one (1%) percent per month to all taxes, charges and assessments paid after the delinquent month. Further, upon all city taxes, charges and assessments returned to the county treasurer upon any delinquent tax roll, a charge of four percent (4%) shall be added and the same shall be collected by the county treasurer in like manner as and together with the taxes, charges and assessments so returned.

ARTICLE VI: WATER AND SEWER OPERATING FUND

The City Council and does hereby designate the rates to be charged for water and sewage disposal services to be as follows for all bills rendered on or after July 1, 2015, as reflected in the fee schedule attached as **Exhibit B**. In addition, the following rates shall also apply:

Consumption Charges:

On or after July 1, 2015 Water charge \$3.87 per cubic feet (\$12.90 monthly minimum) and wastewater charge of \$7.00 per cubic feet (\$23.33 monthly minimum) of consumption.

Other Charges:

(On or after July 1, 2015)

Saturday/Emergency service call out after hours (4:00 p.m. to 8:00 a.m.)..... \$240.00 minimum plus costs

(After July 1, 2015)

Emergency call out Sunday & City holidays \$350.00 minimum plus costs

(After July 1, 2015)

Payment after due date (late charge)..... 5% of current bill

ARTICLE VII: FEE SCHEDULE FOR PUBLIC RECORDS AND SERVICES

Fees for public records not set forth in any other resolution or law are set in the following schedule as presented in the attached **Exhibit B**. The City Manager can recommend to the Council and seek their approval to establish fees for public services based upon the cost of providing the public service and may be revised by resolution, as needed.

ARTICLE VIII: DEPOSIT OF TAXES INTO CITY FUNDS

Any revenue raised hereunder shall be paid solely into the funds established by and for the City of

Hamtramck.

ARTICLE IX: SEVERABILITY

If any clause, sentence, paragraph, or part of this resolution, or the application thereof to any person or circumstance, shall for any reason be adjudged by any court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair, or invalidate the remainder of this resolution and the application of such provision to other persons or circumstances, but shall be confined in its operation to the clause, sentence, paragraph, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstances involved. It is hereby declared to be the legislative intent of this body that the resolution would have been adopted had such invalid provision not been included.

Article X: REPEALER

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Article XI: PUBLICATION

The Clerk shall publish this Ordinance in a newspaper of general circulation.

ARTICLE XII: EFFECTIVE DATE

This Ordinance shall become effective July 1, 2015.

PASSED AND ADOPTED THIS DAY _____ OF _____ A.D., 2015

Karen Majewski, Mayor

ATTEST

August Gitschlag, City Clerk