

# City of Swartz Creek

## AGENDA

Regular Council Meeting, Monday March 10, 2008 7:00 P.M.  
City Hall 8083 Civic Drive, Swartz Creek Michigan 48473

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
  - 4A. Regular Council Meeting, February 25, 2008 MOTION Pg. 9, 13-30
5. **APPROVE AGENDA**
  - 5A. Proposed / Amended Agenda MOTION Pg. 9
6. **REPORTS & COMMUNICATIONS:**
  - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 9, 2-8
  - 6B. Monthly Staff Reports: [Police](#), [Ledger](#), [DPW](#), [Fire](#), [Fire Inventory](#) Pg. 31-94
  - 6C. 2008 MDOT Safety Projects (Agenda Item) Pg. 95-116
  - 6D. Sewer Re-Habilitation Bids (Agenda Item) Pg. 117-291
  - 6E. Veterans Memorial, Charitable Gaming Resolution (Agenda Item) Pg. 292-293
  - 6F. Boards & Commissions (Agenda Item) Pg. 294-297
  - 6G. MML Capitol Conference Packet (Agenda Item) Pg. 298-305
  - 6H. Fire SCBA Bids (Agenda Item) Pg. 306-327
  - 6I. DDA Minutes – Agenda Pg. 328-333
  - 6J. MTA Letter, Director Response Pg. 334-338
  - 6K. Ltr. Commissioner Lockwood Pg. 339
  - 6L. Small Cities Schedule Pg. 340
  - 6M. Comcast Correspondence Pg. 341
  - 6N. Legislative Updates Pg. 342-350
  - 6O. Media Article, Legislative Report Card Pg. 351-353
  - 6P. School Board Agenda Pg. 354-357
7. **MEETING OPENED TO THE PUBLIC:**
  - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
  - 8A. Sr. Center Presentation, President Jim Florence PRES. Pg. 4
  - 8B. 2008 MDOT Safety Grant Applications RESO. Pg. 10, 95-116
  - 8C. RFP Bid Approval, Six-Year Sewer Re-Hab Program RESO. Pg. 10, 117-291
  - 8D. SC Veterans Memorial Committee, Recognize as Charitable Entity RESO. Pg. 11, 292-293
  - 8E. Fire Board Appointment, Ray Thornton RESO. Pg. 11, 294-297
  - 8F. MML Capitol Conference RESO. Pg. 11, 298-305
  - 8G. Boards & Commissions Networking Luncheon RESO. Pg. 12, 7
  - 8H. Fire SCBA Purchase DISC. Pg. 4
9. **MEETING OPENED TO THE PUBLIC:**
  - 9A. General Public Comments
10. **REMARKS BY COUNCILMEMBER'S:**
11. **ADJOURNMENT:**

**City of Swartz Creek**  
**CITY MANAGER'S REPORT**

**Regular Council Meeting of Monday March 10, 2008 7:00 P.M.**

**TO:** Honorable Mayor, Mayor Pro-Tem & Council Members  
**FROM:** PAUL BUECHE // City Manager  
**DATE:** 7-March-2008

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## **OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS**

- ✓ **PERSONNEL POLICIES & PROCEDURES** (*Status*)  
Mr. Nottley is caught up. He advises that we will schedule a day when he can meet with the supervisor's for notes that he needs before he can get a draft together.
- ✓ **DISASTER, EMERGENCY RESPONSE POLICY COMMITTEE** (*Status*)  
The Small Cities presentation was excellent and informative. I have scheduled a meeting with Tami York and our committee as a mechanism to get this matter back on track and finished. I will keep the Council informed on progress.
- ✓ **VETERANS MEMORIAL** (*Resolution*)  
As you may recall, we passed a resolution on February 11<sup>th</sup> that recognized the Veterans Park memorial Committee as a not for profit entity engaged in charitable or community service activities. They needed this resolution to apply for a Michigan Lottery gaming license to conduct raffles. The raffle license they were after was issued, but the State Lottery Commission would like the resolution to reflect exactly the name of the entity. The resolution identifies the group as the "Veterans Park Committee" when in fact, the name of the organization is "Swartz Creek Area Veterans Memorial Committee". Additionally, the State requests that the resolution reflect "charitable gaming licenses" instead of just "raffle". A new resolution is included with tonight's agenda that contains the correct text.
- ✓ **FEES, RATES & SERVICE CHARGES** (*Status*)  
Water, sewer and various service fees need some adjustments. We are watching the County and awaiting the new software installations before we make any changes.
- ✓ **NON-RESIDENT SERVICES STUDY, RAUBINGER BRIDGE** (*Status*)  
Pending.
- ✓ **OVERHEAD UTILITY REORGANIZATION PROJECT** (*Status*)  
We met with Mr. Stevens and another principal of Trison Engineering. In discussion, they advise that additional survey work needs to be performed on the poles we have identified. As you are aware, Nathan Beauchamp had conducted an extensive audit and presented his findings to the Council. Another round of analysis needs to be done, this one more from a technical review. This inspection will require measurements that include height, circumference, damage, deterioration and all structures that are mounted on the pole inclusive of AGL and separation. The poles will also need to be logged as to their GPS coordinates and wires in between them will have to have periodic measurements of their separation and location AGL. Trison will perform the work, but it will be costly, as they will have to send someone down from Traverse City

and pay lodging and meal costs. In discussion, the better way would be for us to look for someone local. Whoever is selected will have to have extensive knowledge of these structures and have insurance (many of the measurements will require the probing of wires with a fiberglass-measuring pole, which presents an electricity hazard). I am looking for possible candidates, inclusive of REI. I will be back in the near future for some discussion.

✓ **MAJOR STREET FUND, TRAFFIC IMPROVEMENTS** (*See Individual Category*)

❑ **BRISTOL ROAD T.I.P. PROJECT, BRISTOL EXTENSION** (*Status*)

REI is working on final payouts. I am trying to get a handle on what, if any additional costs that were added to the project due to Verizon's lack of cooperation.

❑ **SEYMOUR RE-SURFACING PROJECT** (*Status*)

We've picked a date of Wednesday March 12<sup>th</sup> @ 6:00 here at City Hall for a meeting with residents of Seymour Road to discuss construction schedules, traffic control, ingress, egress and both long term and short term parking solutions. A principal of the contractor Pyramid Construction & Mr. Flourey will attend to cover issues related to construction.

❑ **ELMS ROAD RE-SURFACING PROJECT** (*Status*)

Design is complete, approved and will go to bid in the next month or so. This project is a pull ahead wherein we will be borrowing funds from the state at 4% interest until the scheduled year of project fund release from the Fed's (2010). We are also looking at constructing the first phase of our trail system while we are doing this project. We are still searching for additional grant funding to offset the local match.

❑ **MORRISH ROAD RE-CONSTRUCTION PROJECT** (*Status*)

We need to begin the planning on this project. As you may be aware, this has been submitted to the TIP as a total reconstruction project with a request for a very low amount of funding. Because of this, it has been approved. Meijer's will be making a sizeable contribution (\$1.5 Million). This money, coupled with funding that we would have had to pay if Meijer had not been approved should be ample to pay the costs of widening, storms, curbs, gutters and traffic signals. Right now, we are awaiting a draft development agreement from Mr. Gildner that we will enter into with Meijer's that covers many of these items.

❑ **GM-SPO ISLAND CUTS** (*Status*)

We will be back to discuss this project as soon as we get some long-term road revenues and expenses calculated for this fund.

❑ **MILLER ROAD REPAIRS** (*Status*)

We will look to do this work in the spring.

✓ **LOCAL STREET FUND, TRAFFIC IMPROVEMENTS** (*Status*)

❑ **2008 REPAIR ROSTER** (*Status*)

Chesterfield from Seymour to Winston, Jennie Lane, Worchester from Winston to Daval (a portion of this is a Major Street, eligible for 202 funding) and Daval from Oakview to Winshall. Bid returns from the Seymour Project are in and the project has been awarded. REI is working with the contractor and should be back in the near future with a contract.

❑ **NEIGHBORHOOD IMPROVEMENT - T.I.F. DISTRICT** (*Status*)

Adam is looking into this. We will be back for additional discussion in the near future.

- ✓ **FIRE DEPARTMENT EVALUATION, 2008 CONTRACT RENEWAL** (*Discussion*)

Mr. Nottley was ill and postponed his February workshop meeting with the Fire Board. It has been re-scheduled for Monday March 17<sup>th</sup>. On another matter, included with tonight's packet is a request from the Fire Chief for a committal of the City for 50% of the match portion for a yet to be written grant to purchase new Self Contained Breathing Apparatus (SCBA). Apparently, our commitment is needed for the grant application. The Fire Department let for bid RFP specifications and received only one return, being Douglas Safety Systems of Sanford Michigan. The specs' are for the purchase of 26 sets of SCBA and some additional related items for their maintenance and operation. The appropriation request is for an additional \$3,137. The \$3,137 is 50% of the match portion (95%-5% ratio, Clayton will pay the other half) for the anticipated grant. The total cost for the equipment is \$125,474. The other issue with this, in discussion with Mayor Pro-Tem Christie, is the bid process. He has some concerns he would like to discuss with the Council. At this point, I have set the matter for discussion only.
- ✓ **WATERMAIN SALE** (*Status*)

We have heard nothing more from the County on this. My guess is the state of the economy, fueled by the sharp decline in property values and subsequent building, has sent this to the way-back machine (Rocky & Bullwinkle, for those that remember). I am going to drop interest in it for now. If we are approached later by the County, we can look at it again.
- ✓ **SEWER REHABILITATION PROJECT, I&I, PENALTIES** (*Resolution*)

As you recall, we bid, contracted and completed Phase I of our Sewer Rehabilitation Project. We then had REI develop a six-year RFP based on unit prices, such as cost per lineal foot for lining, etc. Two returns came back, Liqui-Force and interestingly enough, Young's Environmental, who is just getting into this type of work. This bid is complex and similar to the way MDOT bids its road projects. After selection of a contractor, which I hope to do tonight, we will decide how much work we wish to do each year (about \$100k as we've planned) and then go back to the RFP bid for unit prices. The Council will vote on the year-to-year work and amount. I included the RFP specifications and proposals submitted by the two companies with tonight's packet. Lou will be present at tonight's meeting to explain them and answer any questions. Staff recommends we continue on with Liqui-Force.
- ✓ **WWS INTERGOVERNMENTAL JURISDICTION ORDINANCE** (*Status*)

The County has turned up the pressure to adopt both the ordinance and the agreement that transfer enforcement (and probably anything else they deem fit) over to them. We are working with Mr. Figura evaluating our options.
- ✓ **HERITAGE PARK & NON-MOTORIZED TRAIL SYSTEM** (*Status*)

As you are aware, we are looking to construct the first phase of our trail system in conjunction with the Elms Road Re-surfacing Project. We are still searching for additional grant funding to offset the local match
- ✓ **SR. CENTER, LEVY, BUILDING & FUTURE FUNDING PLAN** (*Presentation*)

Center President Jim Florence will be attending tonight's meeting and has asked for a few minutes to introduce the new Director and Assistant Director. He will bring the Council up to date on recent developments and efforts to construct a new Center.

- ✓ **SPRINGBROOK, HERITAGE STREET-LIGHTING** *(Status)*  
Mr. Gildner is still working on a draft development agreement for Heritage. In conjunction with the agreement, a resolution of dedication of the streets in Phase I will accompany the agreement. Springbrook streetlights are tied with an agreement for service and maintenance of their water system. We will have something shortly for Council consideration.
- ✓ **SWARTZ CREEK SCHOOLS, CAPITAL IMPROVEMENT CAMPAIGN** *(Status)*  
It appears that due to the state's economy, the school district has placed a hold on their capital improvements.
- ✓ **LABOR CONTRACTS** *(Status)*  
On Mr. Kehoe, he is currently a payroll employee and needs an employment agreement. I will look to get something together and back before the Council soon. Additionally, the Police have a wage re-opener for the July 1, 2008 through June 30, 2009 segment of their contract. I have begun negotiations with them and will be back as soon as I have something concrete.  
  
On my contract, it probably needs visiting for update purposes. I would like to take a pass on any rate increases for another year or two and until we are on better financial ground. I am not sure how the Council desires to handle an evaluation. As you recall, a couple of years ago I created a list of accomplishments and shortfalls as I saw them. I could bring the list up to date and then bring it back to the Council for discussion and review. Unless the Council has strong input one way or the other, I will do this and set it for a discussion item, hopefully soon. We can then go from here.
- ✓ **RETIREE HEALTH CARE** *(Status)*  
Mr. Gildner has prepared a base agreement that leaves only the specifics to be filled in by the staff. I am working on tailoring them in line with specific contracts to which the specific employee went out on. I should have them back soon for Council review.
- ✓ **MEIJER'S** *(Status)*  
Pending.
- ✓ **MARATHON STATION BLIGHT & NON-CONFORMING USE** *(Status)*  
The second round of litigation is set to be filed in District Court. In short, we will be asking the District Court Judge for Injunctive Relief of the pylon sign and general property conditions.
- ✓ **GENERAL LEDGER & ACCOUNTING SOFTWARE** *(Status)*  
Pending.
- ✓ **COUNTY E.M.S. ORDINANCE, AMBULANCE SERVICE** *(Status)*  
At the last meeting, we began perusing the newly enacted County EMS Ambulance Ordinance. The consensus is an uneasy feeling as to how it is being managed. It appears that the ordinance will recklessly put a number of companies out of business, inclusive of the one we provide housing to. We have intimate knowledge on this subject as we have struggled with this exact problem, but on a smaller scale. What we have discovered is that we cannot regulate unless we provide funding. The County apparently hasn't realized this and has taken the position that they are going to attempt to manage and regulate without funding. The Ordinance they passed provides for an "opt-out" but I am not sure what this means or what affects it will have on us if we

exercise it. In approximately 2000, when we were pressured by DVA for subsidy, I did an extensive study on call volumes (I will dig out a copy and get it for the next meeting) and break-even vs. profit points for coverage in the City. What I found was that the City averages about one EMS call a day. They need three-four a day to get near the break-even point. It is for this reason that we provide a subsidy to Swartz Ambulance in the form of housing which is about even compensation for the one call a day they get in the City. If we “opt-out”, presumably we would have to make up the compensation for the other two-three calls *plus* what they lose in revenues they get for calls in the service area, but outside the City (+\$200k). Huge questions now form like “would we qualify for a county ambulance if we needed one (ours is tied up)”, and if so, would we get billed similar to how WWS or the Road Commission bills us when they do work in the City (these numbers are huge as they include their labor rate plus equip plus 95% benefit calculators). If we opt out, pay for our own and the County seeks a millage, as they did with the Senior Millage, residents would now be paying double for the same service. At this point, it appears that a couple of things are sure to happen. The private companies will collectively sue as to the legality. It also appears that we are not the only municipality that is uneasy about this. We may be joining a concentrated effort to oppose this. I suggest we watch it carefully and we will see where it goes. For your reading enjoyment, I have included two separate studies done by the consulting firm of Fitch & Associates, one in 2005 and a second in 2006. I left them as electronic files on the CD and did not print them, due to the size. I will post them up on the FTP server so they can be downloaded by the public.

## **NEW BUSINESS / PROJECTED ISSUES & PROJECTS**

### ✓ **2008-2009 BUDGET** (*Status*)

It's that time of year again. For the last three to four years, we have been dodging the deficit by reductions and adjustments in the way we do business. So far, we have been successful. It appears that this year will be the first where we will see less revenue than the previous year in our levy. Expect this to get worse, maybe much worse, before it gets better. We look for no additional money this year. It will be an effort to maintain the same level of services. A tentative budget schedule is as follows:

<b>April 14<sup>th</sup>:</b>	<b>Present Draft, Discussion, Set Public Hearing</b>
<b>May 12<sup>th</sup>:</b>	<b>Public Hearing, Discussion</b>
<b>Special Meeting:</b>	<b>If Desired By Council</b>
<b>May 26<sup>th</sup>:</b>	<b>Adopt Budget</b>
<b>June 9<sup>th</sup>:</b>	<b>Truth in Taxation Hearing, Set Levy, Set 2005-2006 Meeting Schedule, Year End Fiscal Adjustments, Review City-Wide Fees and Charges for Services</b>
<b>June 30<sup>th</sup>:</b>	<b>Fiscal Year End</b>

In reviewing of our financials, it is the same story as last year. We are going to find ourselves short in a number of categories. Our MERS defined benefit retirement plan took significant jumps as did the medical insurance. Additionally, we are seeing skyrocketing costs in just about everything aspect of business. Revenues related to uncaps (real property transfers that uncap or reset taxable values) are plummeting.

New housing starts are non-existent. The result is shortfalls in a number of the general fund departments. I'm going to try my best, for at least one more year, to bring our finances in with revenues in excess of expenses.

✓ **APPOINTMENT, FIRE BOARD SWING POSITION** (*Resolution*)

The Mayor has selected Mr. Ray Thornton, 5367 Greenleaf Drive, 635-9205 to fill the City's swing position on the Fire Board. Mr. Thornton (and the Thornton Family) have been long time City residents. Ray currently sits on the Park Board and has been very active in other community events and organizations. A resolution confirming the appointment is included with tonight's agenda.

✓ **2008 MDOT SAFETY PROJECT APPLICATIONS** (*Resolution*)

The 2008 MDOT call for safety projects is due in a couple of weeks. We have reviewed our street system and met with our engineers on the matter, with two recommendations for funding: relocation of Fortino Drive at Morrish (to the north) and mast arm signalization of Miller & Seymour. I am not sure of our chances on these and additionally, we do not have the final calculations in on match ratios, but I recommend we still apply for both. We can always turn the grant away if need be. There are several issues with the grants, if awarded. The first is funding. As you are aware, the match ratios for all TIP Projects have drastically changed. What once was 80%-20% is now 50%-50% or less. We do not have nearly enough funds to fix our major streets. As indicated within, we are working on long-term calculations and I will be back to talk about this very soon. Another issue is in regards to the Miller-Seymour intersection improvements. This intersection is  $\frac{3}{4}$  the County's. If we are awarded a grant for improvements, I would suggest we negotiate with the County Road Commission to assist with some of the match. They may have issue with mast arm lighting, but I recommend we still apply and go from there. Mr. Fluery will be present at tonight's meeting for additional discussion. Included with tonight's agenda are resolutions to proceed.

✓ **MML CAPITOL CONFERENCE** (*Resolution*)

We currently have two Councilmembers interested in attending session(s) at the MML Capitol Conference (formerly known as the Legislative Conference), scheduled on April 1 & 2 in Lansing. If anyone else has an interest in attending, please get with me as soon as possible, so we can get you registered. I have a general approval resolution (within the terms of the City's purchasing ordinance) included with tonight's agenda.

✓ **BOARDS & COMMISSIONS NETWORKING LUNCHEON** (*Resolution*)

As you may recall, in January 2006, we held a networking luncheon at Sports Creek Raceway for Councilmembers, Staff and members of our Boards & Commissions. The objective was that such an event would promote personal relationships that would serve to enhance understanding, performance and communication. We also circulated a number updates, correspondences and City Policies. We have many people that serve on these boards that govern various aspects of the City and barely know each other, staff and Council. This event was a great success in 2006 and it might not be a bad idea to repeat it every couple of years. Live racing ends on May 4<sup>th</sup>. If the Council has an interest, we need to make arrangements now. In 2006, the cost was around \$900. If we decide to proceed, I estimate the cost to be around \$1,200. In 2006, we provided an admit two ticket to each board member that included lunch, parking and program. Any

alcohol purchased would be paid for individually. I have included a resolution with tonight's agenda.

### **Council Questions, Inquiries, Requests and Comments**

- ❑ *Park & Ride Improvements, Miller & I-69.* Pending
- ❑ *Z.B.A. Compensation.* Pending.
- ❑ *Signs, Blackmore & Rowe (in right of way?).* We are still checking into the Blackmore and Rowe sign.
- ❑ *Sunoco, 5012 Holland, Yellow Drop Box.* I think I have the owners in agreement to relocate it alongside the building near the southeast corner.
- ❑ *After-Hours Clinic, Location Within City Limits.* I will have some comments on this at the next meeting.
- ❑ *Invitation, Commissioner Pat Lockwood.* I have sent her a letter and will look to get her to attend the next meeting.

**City of Swartz Creek**  
**RESOLUTIONS**  
**Regular Council Meeting, Monday March 10, 2008 7:00 P.M.**

**Resolution No. 080310-4A            MINUTES, FEBRUARY 25, 2008**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held February 25, 2008, to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 080310-5A            AGENDA APPROVAL**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of March 10, 2008 to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 080310-6A            CITY MANAGER'S REPORT**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council approve the City Manager's Report of March 10, 2008, to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 080310-8B**

**2008 MDOT SAFETY GRANT APPLICATIONS**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, the City of Swartz Creek is a local government unit eligible to receive funding from the Michigan Department of Transportation and the Federal Highway Administration; and,

**WHEREAS**, the City of Swartz Creek, through advice from its Staff and Engineers, has identified a need to make safety improvements to the intersection of Miller & Seymour Roads and/or to the intersection of Paul Fortino Drive at Morrish Road, in conformance with the plans prepared by the City’s consulting engineer; and,

**WHEREAS**, the City Council has considered the making of such improvements in open session following the hearing of comments on the need for the improvements from the city’s engineer, staff and from the public; and,

**WHEREAS**, the City of Swartz Creek council recommends the following projects be submitted for funding: Morrish Road and Fortino Drive intersection re-alignment, and Miller Road and Seymour Road signal upgrades.

**NOW THEREFORE BE IT RESOLVED**, the City of Swartz Creek, located in the County of Genesee, hereby approves the following projects to be submitted for FY 2009 Safety Projects funding: Morrish Road and Fortino Drive intersection re-alignment, and Miller Road and Seymour Road signal upgrades.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 080310-8C**

**RFP BID APPROVAL, SIX-YEAR SEWER REHABILITATION PROGRAM**

Motion by Councilmember: \_\_\_\_\_

**I Move** the City of Swartz Creek, upon recommendation of the Staff, accept the RFP of Liqui-Force, for the City’s six-year Sewer Rehabilitation Plan, and further, direct the City Manager to prepare a Phase II contract and bring it back to the Council for review and decision.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 080310-8D**

**SWARTZ CREEK AREA VETERANS MEMORIAL  
COMMITTEE, RECOGNIZE AS CHARITABLE  
ORGANIZATION**

Motion by Councilmember: \_\_\_\_\_

**I Move** the City of Swartz Creek, at the request of the Swartz Creek Area Veterans Memorial Committee, a not-for-profit charitable organization located in the City of Swartz Creek, Genesee County, Michigan, hereby recognize and proclaim that the organization is a not-for-profit charitable entity engaged in the business of community service, by raising funds and construction of a public memorial for veterans of all branches of the United States Military, and further, recommends that the Michigan State Lottery and Gaming Commission recognize the organization as such and permit, under the authority of the office, the application and consideration of charitable gaming licenses.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 080310-8E**

**FIREBOARD APPOINTMENT, CITY SWING POSITION**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council confirm the Mayor's appointment of Ray Thornton, of 5367 Greenleaf Drive, 635-9205, to the Swartz Creek Area Fire Department's Fire Board, term to run from April 1, 2008 through March 31, 2009.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 080310-8F**

**M.M.L. CAPITOL CONFERENCE**

Motion by Councilmember: \_\_\_\_\_

**I Move** the City of Swartz Creek approve the attendance of Councilmembers at the Michigan Municipal League's 2008 Capitol Conference, to be held in Lansing on April 1<sup>st</sup> and 2<sup>nd</sup>, inclusive of all actual and necessary expenses and in accordance with the terms as set forth in the City's purchasing ordinance.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 080310-8G**

**BOARDS & COMMISSIONS NETWORKING LUNCHEON**

Motion by Councilmember: \_\_\_\_\_

**I Move** the City of Swartz Creek approve actual and necessary expense associated with a networking luncheon, for the Council, Staff, Boards & Commission Members, date yet to be determined, and direct the City Staff to make the necessary arrangements, within the terms as set forth in the City’s Purchasing Ordinance.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**City of Swartz Creek**  
**Regular Council Meeting Minutes**  
*Of the Meeting Held*  
**Monday February 25, 2008 7:00 P.M.**

**CITY OF SWARTZ CREEK**  
**SWARTZ CREEK, MICHIGAN**  
**MINUTES OF THE COUNCIL MEETING**  
**DATE 02/25/2008**

The meeting was called to order at 7:00 p.m. by Mayor Abrams in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Invocation and Pledge of Allegiance to the Flag.

Councilmembers Present: Mayor Abrams, Adams, Mayor Pro-Tem Christie, Hicks, Hurt, Porath, Shumaker.

Councilmembers Absent: None.

Staff Present: City Manager Bueche, City Attorney Bill Delzer, Treasurer/Deputy Clerk Deanna Korth.

Others Present: Jim Grady, Bob Plumb, Tommy Butler, Shirley Burchett, Lou Fleury, Jim Florence, Ron Schultz, Jamie Adams, Steve Shumaker, Robyn Rosenthal.

**APPROVAL OF MINUTES**

**Resolution No. 080225-01**

**(Carried)**

Motion by Councilmember Porath  
Second by Councilmember Adams

**I Move** the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held February 11, 2008, to be circulated and placed on file.

YES: Adams, Christie, Hicks, Hurt, Porath, Shumaker, Abrams.  
NO: None. Motion Declared Carried.

**APPROVAL OF AGENDA**

**Resolution No. 080225-02**

**(Carried )**

Motion by Mayor Pro-Tem Christie  
Second by Councilmember Hicks

**I Move** the Swartz Creek City Council approve the Agenda as presented for the Regular Council Meeting of February 25, 2008 to be circulated and placed on file.

YES: Christie, Hicks, Hurt, Porath, Shumaker, Abrams, Adams.  
NO: None. Motion declared carried.

**REPORTS AND COMMUNICATIONS:**

**City Manager's Report**

**Resolution No. 080225-03**

**(Carried)**

Motion by Councilmember Shumaker  
Second by Councilmember Hurt

**I Move** the Swartz Creek City Council approve the City Manager's Report of February 25, 2008, to be circulated and placed on file.

Discussion Took Place.

YES: Hicks, Hurt, Porath, Shumaker, Abrams, Adams, Christie.  
NO: None. Motion declared carried.

All other reports and communications were accepted and placed on file.

**MEETING OPENED TO THE PUBLIC:**

None.

**COUNCIL BUSINESS:**

Presentation, Jim Grady (Patriot Ambulance) and Mr. Schwartz (Swartz Ambulance), County EMS Ordinance.

Discussion Took Place.

**Appropriation & Professional Services Agreement, Trison Engineering, Overhead Utility Project**

**Resolution No. 080225-04**

**(Carried)**

Motion by Councilmember Hicks  
Second by Councilmember Hurt

**WHEREAS**, the City of Swartz Creek directed the City Attorney and City Manager to correct serious concerns with overhead utility infrastructure including, but not limited to safety, substandard workmanship, aesthetics, damage and overloading; and

**WHEREAS**, on December 10, 2007, the City Council appropriated funding under the following resolution:

**Overhead Utility Reorganization Project**

**Resolution No. 071210-07**

**(Carried)**

*Motion by Councilmember Porath  
Second by Councilmember Adams*

**WHEREAS**, the City of Swartz Creek was incorporated in 1959 as parts of three surrounding rural townships; and

**WHEREAS**, prior to its incorporation, Swartz Creek's land use, streets and rights of way were largely unregulated; and

**WHEREAS**, baseline overhead utility infrastructure, consisting of electrical and telephone communication lines, were installed in rights of way long before the City was incorporated; and

**WHEREAS**, the City is a nucleus for a variety of overhead and underground utilities that seem to cluster and concentrate and then filter into surrounding townships; and

**WHEREAS**, growth sprawl in surrounding townships has ballooned over several decades causing additions to baseline overhead utilities located within the City rights of way; and

**WHEREAS**, the City has been increasingly concerned over the last two decades that capital repairs and upgrades to overhead utilities have suffered in the wake of supplying service to meet increasing demands; and

**WHEREAS**, in the summer of 2007, the City conducted an inventory of overhead utilities in several sections of the City and identified and documented numerous concerns posing safety risks, consisting of, but not limited to, poor workmanship, out of code makeshift repairs, unfinished work, open and exposed bare wires, damaged junction boxes, unstable and eroded poles and abandoned structures, and further, negative aesthetic and subsequent economic impact that cannot be quantified; and

**WHEREAS**, the City has been unsuccessful in the regular course of business in addressing concerns with companies that own or are responsible for the maintenance, upgrade and repair of such overhead utilities and further, state and federal legislation have eliminated the City's authority to regulate and police overhead utility infrastructure thus leaving little remedy to address safety and aesthetic concerns.

**NOW, THEREFORE, BE IT RESOLVED** the City of Swartz Creek direct the City Attorney and City Manager to seek address of the concerns as identified within, up to and including litigation, and further, solicit and locate expert witnesses and consultants to assist with additional evaluation, documentation and testimony, and further, develop a plan with all such recommendations to be brought back before the Council for action.

**BE IT FURTHER RESOLVED**, that the City of Swartz Creek appropriate an amount not to exceed \$50,000 from unencumbered unreserved General Fund balance, funds to be used for legal fees and associated pre-litigation investigation

*and expert consulting, and further, direct the City Manager to make the necessary budget amendments and account creations to set up a new project.*

*Discussion took place.*

*YES: Abrams, Adams, Christie, Hicks, Hurt, Porath, Shumaker*

*NO: None. Motion Declared Carried.*

**WHEREAS**, in the course preparation for litigation, expert evaluations and opinions are required and the City Attorney has recommended a firm that is qualified to make such evaluations and subsequent documentation and further, has drafted a Professional Services Agreement along with a scope of WORK.

**NOW, THEREFORE, I MOVE** the City of Swartz Creek enter into an agreement with Trison Engineering Group Inc., of Traverse City Michigan, as follows:

**PROFESSIONAL SERVICES AGREEMENT**  
**Between**  
**The City of Swartz Creek**  
**and**  
**Trison Engineering Group, Inc.**

This agreement is made and is effective as of the 21<sup>st</sup> day of December, 2007, by and between the **City of Swartz Creek**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 ("The City") and Trison Engineering Group, Inc., a Michigan corporation, with principal offices at 3301 Veterans Drive, Suite 201, Traverse City, MI 49684 ("The Contractor")

**WHEREAS**, the City is attempting to resolve a problem caused by a proliferation of utility poles within the City and wants to cause changes in the placement and condition of those utility poles in order to protect the public safety (the "Project"); and

**WHEREAS**, the City has directed the City Attorney to review all applicable law and develop a course of action for the City to follow for the Project; and

**WHEREAS**, the City and the City Attorney are in need of certain professional services in connection with the development of a recommended course of action; and

**WHEREAS**, the Contractor has the necessary experience and qualifications to assist the City and the City Attorney in those efforts and is willing to provide those services.

**NOW, THEREFORE**, the City and the Contractor **AGREE AS FOLLOWS**:

**1. Agreement Term.**

The term of this Agreement shall be for the length of the Project, or three (3) years, whichever is less; except that this contract may be extended by the parties in one beyond said three (3) year term if the Project extends beyond three (3) years.

**2. Scope of Services:**

The scope of services to be performed by the Contractor are set forth in the attached Exhibit A, Scope of services – Trison.

**3. Compensation:**

Contractor shall be compensated at the rates provided for in the Contractor's Standard Hourly Fee Agreement - 2007, a copy of which is attached as Exhibit B. While the City understands that the Contractor reserves the right to change that fee schedule, the Contractor agrees that such right shall be exercised no more often than once per year and no such change, if any, shall be made until after January 1, 2009, at the earliest.

**4. Direction.**

The Contractor acknowledges that the development of a strategy for the Project is under the general management and control of the City Attorney and the Contractor will look to the City Attorney for any direction that may be required in the performance of the Scope of Work.

**5. Disclaimer of Contractual Relationship.**

Nothing contained in the Agreement Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.

**6. Hold Harmless and Indemnification:**

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury or death and/or property damage including loss of use thereof, which may arise as a result of his act, omissions, faults and negligence or any of his employees, agents and representative in performance of this Agreement.

**7. Independent Contractor.**

No provision of this Agreement herein contained shall be construed by the parties or by any other person as one creating an employer-employee relationship. It is hereby expressly understood and agreed that the Contractor is an independent contractor as that phrase has been defined and interpreted by the Courts of the State of Michigan, and, as such, he/she is not entitled to any benefits not otherwise specified herein.

**8. Insurance.**

The Contractor shall not commence work under this Agreement until he/she or it has procured and provided evidence of insurance required under this section. All coverages shall be placed with insurance companies licensed and admitted to do business in the State of

Michigan unless otherwise approved by the City. Policies shall be reviewed by the City for completeness and limits of coverage. All coverages shall be with insurance carriers acceptable to the City. The Contractor has agreed to provide the following coverages, which are acceptable to the City:

- A. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate.
- B. Workers Compensation Insurance: statutory amount; employer's liability: \$1,000,000.
- C. Automobile Liability Insurance: \$1,000,000 combined single limit; and
- D. Professional Liability Insurance - Errors and Omissions: \$1,000,000 per claim/\$1,000,000 aggregate.

The Contractor shall furnish the City with certificates of insurance for all coverages requested and with original endorsements for those policies requiring the Additional Insured status. All certificates of insurance must provide the City with not less than 30 days advance written notices in the event of cancellation, non-payment of premium, non-renewal or any material change in policy coverage. If any of the above coverages expire during the term of this Agreement, the Contractor shall deliver renewal certificates and/or policies to the City at least ten days prior to the expiration date of such policy. The Contractor shall ensure that all Subcontractors utilized obtain and maintain all insurance coverages required by this Agreement.

## **9. Interpretation.**

In the event any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal or official to be contrary to any provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this agreement enforceable, such provision may be modified or severed by such court or administrative tribunal or official having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, so as to, as nearly as possible, carry out the intention of the parties to this Agreement, considering the purpose of the entire Agreement as it relates to such provision.

## **10. Laws and Ordinances.**

The Contractor shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Swartz Creek, applicable to the performance of this agreement, including, but not limited to, labor laws and laws regulating or applying to public improvements.

## **11. Confidential Information.**

The City may disclose certain of its confidential and proprietary information (the "Confidential Information") with respect to this agreement to the Contractor. Confidential Information shall include all data, materials, products, technology, computer programs and

software, specifications, manuals, business plans, work product and any other information disclosed or submitted orally, in writing, or by any other media, to the Contractor by the City.

The Contractor agrees that the Confidential Information is to be considered confidential and proprietary to the City and the Contractor shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of this Agreement, and shall disclose the Confidential Information only to its officers, directors, or employees with a specific need to know. The Contractor will not disclose, publish or otherwise reveal any of the Confidential Information received from the City to any other party whatsoever, including, but not limited to, any and all related entities of the Contractor, except with the specific prior written consent of the City or by order of a court with jurisdiction. Confidential Information furnished in tangible form shall not be duplicated by the Contractor except for purposes of this agreement. Upon the request of the City, the Contractor shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request.

**12. Use As Adverse Witness or Adverse Subpoena.**

If the Contractor or any officer, director, employee or agent of the Contractor is called as a witness by any party in any proceeding, other than a matter between the Contractor and the City, related to the services provided to the City, the City shall pay any and all costs of the Contractor related to compliance with that subpoena, including any and all copy costs and third party charges related to compliance with the subpoena.

**13. Modifications/Changes.**

Any modification to this Agreement must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such contractual modifications pursuant to the state law and local ordinances.

**14. Non-Assignability.**

The Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City Manager.

**15. Nondiscrimination.**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**16. Notices.**

Notices to the City shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to the City Manager, City of Swartz Creek, 8083 Civic Drive, Swartz Creek

Michigan 48473, or to such other address as may be designated in writing by the City Manager from time to time.

Notices to the Contractor shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to the Contractor at 3301 Veterans Drive, Suite 201, Traverse City, MI 49684, or to such other address as may be designated in writing by the Contractor from time to time.

**17. Records.**

All documents, information, reports and the like prepared and/or generated by the Contractor as a result of this Agreement shall become the sole property of the City.

**18. Applicable Law.**

This Agreement shall be governed by and in accordance with the laws of the State of Michigan applicable to contracts made and to be performed in this state.

**19. Severability.**

The invalidation of one or more terms of this Agreement shall not affect the validity of the remaining terms.

**20. Standards of Performance.**

The Contractor agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification and ability of the Contractor and, in particular, Dale A. Stevens. The Contractor agrees that all of the obligations required by it pursuant to this Agreement shall be performed by or under the direction of Dale A. Stevens. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the Contractor maintaining any required certifications in accordance with the requirements of state law.

**21. Subcontracting.**

No subcontract work shall be started prior to written approval by the City Manager. The City reserves the right to accept or reject any subcontractor.

**22. Termination.**

This Agreement may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and shall be effective thirty (30) days from the date it is submitted unless otherwise agreed to by the parties hereto. The Contractor, upon receiving such notice and prorated payment upon termination of this Agreement shall turn over and give to the City all pertinent records, data and information to the date of termination.

**23. Time of Service/Performance.**

The Contractor's services have commenced as of the 21<sup>st</sup> day of December , 2007, and the Contractor shall continue to perform the activities constituting the Scope of Work forthwith and without unreasonable delay.

**24. Whole Agreement Clause.**

This written agreement embodies the entire agreement between he parties hereto, and additions, deletion or modification hereto must be in writing and signed by both parties.

The City and the Contractor have executed this Agreement as of the date first above written.

**THE CITY OF SWARTZ CREEK**

**TRISON ENGINEERING GROUP, INC.**

BY: \_\_\_\_\_  
Richard B. Abrams, City Mayor

BY: \_\_\_\_\_  
Its:

BY: \_\_\_\_\_  
Juanita Aguilar, City Clerk

Approved as to form:

\_\_\_\_\_  
Richard J. Figura, City Attorney

**EXHIBIT A**

**SCOPE OF WORK - TRISON**

1. Augment report done by intern to:
  - a. Determine owner of each pole
  - b. Determine each service using each pole where pole serves more than one user
  - c. List poles still in place but not being used
  - d. Develop a map or maps showing location of each pole with color coding to indicate owner, user, type of problem (i.e., leaning, too many wires, etc.)
2. Determine the existence of any industry or local, state or federal regulatory standards (including any building codes applicable) regarding placement, construction, maintenance, use, etc. of utility poles. Are the standards the same or different for type of use (for example: electrical, telephone, other communications, etc.)
3. Identify recognized experts who can testify as to compliance of the existing poles with any industry or regulatory standards.

4. Perform any other assignments received from the City or from legal counsel for the City.

## EXHIBIT B

TRISON Engineering Group, Inc.

### FORENSIC ENGINEERING STANDARD HOURLY FEE AGREEMENT - (2007)

Compensation shall be computed on an Hourly Rate Basis in quarter hour increments as follows:

#### Hourly Rates:

- Forensic Consulting Services  
\$100.00  
Including: Travel, Telephone Consults, Inspections, Meeting Time, Documentation Review, Drafting and Reviewing Reports, Consultations with Client, and/or Attorney, or Agents
- Court or mediation time \$150.00
- Administrative - Report typing, etc. \$ 40.00

#### Overtime Rates:

All overtime, when authorized by the Client, shall be charged at one and one-half (1-1/2) times the above rates.

#### REIMBURSABLE EXPENSES

1. Reimbursable Expenses are in addition to Compensation for Basic and Additional Services and include actual expenditures made by Trison, its employees and independent contractors in connection with the services rendered under this agreement, including but not limited to the following:
  2. Expense of transportation and living when traveling in connection with his Part of the Project. Such expenses are, but not limited to, airfare, rental car, food, lodging, etc.
  3. Long Distance Telephone and Fax communications.
  4. Fees paid for securing approval of authorities having jurisdiction over the Project.
  5. Expense of reproductions, postage and handling of Drawings, Plots and Specifications including duplicate sets at the completion of each Phase for the Owner's review and approval. Expenses of preparing special drawing paper or forms requested by the Client.
  6. Expense of models for the Owner's use.
  7. Expense of outside consulting services such as surveying, soil boring, environmental testing and analysis, or any other consulting service.

8. Approved Overtime charges will be invoiced at a premium time billing rate.

**REIMBURSABLE EXPENSE SCHEDULE**

Air Travel		Amount Expended
Mileage		\$.50 per mile
Lodging		Amount Expended
Long Distance -(Telephone & Fax Charges)		Cost + 10%
Special mailing/Express charges		Cost + 10%
Photos		Cost + 10%
Outside Consulting & Computer Services		Cost + 10%
Outside Plotting & Printing Services		Cost + 10%
Special Equipment		Cost + 10%
Blue Prints (In Office)		\$0.20/ft2
Plots (In Office)		\$1.50/ft2
Sepias (In Office)		\$0.40/ft2
Copies (In Office)	8 1/2" x 11"	\$0.10 ea.
	8 1/2" x 14"	\$0.15 ea.
	11" x 17"	\$0.20 ea.

Travel, Time and Expenses shall be charged from the office and shall be prorated with other projects in the area whenever feasible. The total fee, if stated, shall be understood to be an estimate, and shall not be exceeded by more than ten percent (10%) without authorization of the Client. If unforeseen circumstances or conditions encountered during the course of furnishing the services will cause the total fee to exceed the estimate by more than ten percent (10%), TRISON will notify Client as soon as practical, and shall proceed with services only after authorization from Client.

Discussion Ensued.

YES: Hurt, Porath, Shumaker, Abrams, Adams, Christie, Hicks.  
 NO: None. Motion Declared Carried.

**Agreement, Genesee County Treasurer, Delinquent Personal Property Tax Collections**

**Resolution No. 080225-05**

**(Carried)**

Motion by Councilmember Adams  
 Second by Councilmember Hurt

**I Move** the City of Swartz Creek enter into an agreement with the County of Genesee, for the collection of delinquent personal property taxes, agreement as follows:

**CONTRACT BETWEEN  
 THE CITY OF SWARTZ CREEK  
 AND  
 COUNTY BOARD OF COMMISSIONERS OF GENESEE COUNTY  
 FOR**

**COLLECTION BY COUNTY TREASURER  
OF CITY TAXPAYER DELINQUENT  
PERSONAL PROPERTY TAXES  
AND  
BUILDINGS ON LEASED LAND PROPERTY TAXES**

**THIS AGREEMENT** is between the City of Swartz Creek and the County Board of Commissioners of the County of Genesee, Michigan, having a mailing address of 312 County Administration Building, 1101 Beach Street, Flint, Michigan 48502 with the concurrence of the Genesee County Treasurer. [cf.MCL 211.56(3)]

**THIS AGREEMENT** is effective as of March 1, 2008 and shall continue for the period of thirty-six months, and may be renewed upon request by the City of Swartz Creek, for the additional period of thirty-six months upon approval in writing by the County Board of Commissioners of the County of Genesee, Michigan, said request to be provided by written notice to the County by the City of Swartz Creek at least sixty days prior to the conclusion of the original period.

**WHEREAS**, MCL 211.56 provides: "...upon an agreement entered into by the governing body of the local property tax collecting unit and the county board of commissioners with the concurrence of the county treasurer, the county treasurer shall be responsible for the collection of the delinquent personal property taxes of the city or township. The agreement shall specify the period during which the county treasurer shall be responsible for the collection of delinquent personal property taxes and buildings on leased land property. However, a county may condition such an agreement upon the county entering into similar agreements with other local property tax collecting units in the county....."; and

**WHEREAS**, the Genesee County Board of Commissioners desires, with the concurrence of the Genesee County Treasurer, to assist the local property tax collecting unit with the collection of delinquent personal property, and buildings on leased land property, taxes of the City of Swartz Creek; and

**WHEREAS**, the City of Swartz Creek, as the local property tax collecting unit, desires to contract with the County of Genesee Board of Commissioners, with the concurrence of the County Treasurer, for the County Treasurer to be responsible for the collection of delinquent personal property, and buildings on leased land property, taxes of the City of Swartz Creek.

**NOW, THEREFORE**, it is agreed by and between the parties as follows: Subject to the terms of this Agreement, after the accounting has been made and the other duties required by Michigan Compiled Laws § 211.56 are performed, the Genesee County Treasurer will collect the delinquent personal property, and buildings on leased land property, taxes of the City of Swartz Creek for the year 2007 or earlier taxes. Within 120 days after March 1 of each year, the county treasurer shall send notices to all known delinquent personal property, and buildings on leased land property, taxpayers, demanding payment of the delinquent personal property, and buildings on leased land property, taxes. Failure to send or receive the notice shall not in any way prejudice the right to collect or enforce the payment of the tax. If a delinquent personal property, and buildings on leased land property, taxpayer neglects or refuses to pay the tax, the Genesee County Treasurer shall have powers of distraint and sale identical to those given to the township or city treasurer in Michigan Compiled Laws § 211.47.

The Genesee County Treasurer may also use whatever remedies there may be at law or equity for the collection of any indebtedness in order to enforce the payment of the tax. The Genesee County Treasurer shall, on a monthly basis, add to the amount of the assessed tax any collection or administrative fee, distraint and sale fee, interest, penalty or charge provided by The General Property Tax Act and shall collect whatever costs, fees, or expenses allowed by a court in which action was taken. The Genesee County Treasurer will deposit all fees, interest, penalties, costs, charges, or expenses the Genesee County Treasurer collects into a County delinquent personal property, and buildings on leased land property, tax administrative fund to be established, and the money in the fund shall be used by the Genesee County Treasurer to pay the costs of collecting delinquent personal property, and buildings on leased land property, taxes. To the extent that money in this fund exceeds the cost of collecting delinquent personal property, and buildings on leased land property, taxes, as determined by the Genesee County Treasurer, the Genesee County Treasurer shall intermittently transfer the excess money to the general fund of the County. The amount of the assessed taxes collected by the Genesee County Treasurer shall be distributed to the different taxing units on a monthly basis.

The Board of Commissioners, with the concurrence of the Genesee County Treasurer, reserves the right to enter into similar agreements with other governing bodies of local property tax collecting units.

**HOLD HARMLESS AND INDEMNIFICATIONS PROVISIONS:** The City of Swartz Creek agrees to indemnify, defend and save harmless Genesee County, its officers, agents and employees, from any liability of any kind other than acts of the County's own negligence or other tortuous behavior regarding collection efforts and all claims against Genesee County, its officers, agents and employees, in connection with the performance of this Agreement, and from any and all claims or losses accruing or resulting to any person, firm, or corporation incurring injury or damage by the Genesee County Treasurer, its agents or employees, in connection with the performance of this Agreement, including, but not necessarily limited to attorney's fees and administrative costs.

**SEVERABILITY OF PROVISIONS:** If any portion of this Agreement is held invalid by appropriate authority, the remainder of this Agreement shall be unaffected thereby if such remainder would continue to conform to the terms and requirement of applicable law.

**CONFIDENTIALITY:** The City of Swartz Creek and the County Treasurer agree to abide with all Federal statutes and regulations and State statutes regarding confidentiality.

**CANCELLATION OF AGREEMENT:** Either party to this Agreement may terminate the Agreement upon sixty (60) days written notice to the other party anytime prior to the completion of the Agreement period, except as otherwise provided in this Agreement.

**REPORTS:** Genesee County Treasurer shall submit to the City of Swartz Creek Treasurer, no later than May 1, 2009, and each year thereafter no later than May 1<sup>st</sup>, a report specifying the delinquent personal property, and buildings on leased land property, taxes collected and the activities undertaken pursuant to this Contractual Agreement, and actual expenses of such collection. The County Treasurer shall, upon reasonable notice, have access to the books and records of the City of Swartz Creek as necessary to enable Treasurer to determine the proper collection activities. The City of Swartz Creek Treasurer and the

County Treasurer's Office will maintain records and provide access to them as necessary for the City or the Genesee County Treasurer to review to assure that collection efforts are being conducted in accordance with the purposes and provision of this Agreement.

The City of Swartz Creek will have adequate administrative and accounting controls, and personnel assistance deemed necessary by the County Treasurer to perform the objectives of this Agreement.

**CLOSEOUT:** When this Agreement is terminated or concluded, Genesee County Treasurer shall provide the City of Swartz Creek Treasurer with such reports as the City's Treasurer desires and shall do so within sixty (60) days of such termination or conclusion unless written extension is granted for extenuating circumstances.

**BONDING:** Genesee County Treasurer agrees that to the extent that any employee or agent has access to or control over funds, such person shall be covered by a bond or insurance of sufficient sureties to protect against loss resulting from employee dishonesty or by such self-bonding or insuring as may be provided by State law.

**NON-ASSIGNABILITY:** It is hereby understood and agreed by the Genesee County Treasurer and the City of Swartz Creek that this Agreement and the duties, responsibilities and obligations contained herein, are non-assignable.

This Contractual Agreement shall be binding upon the parties hereto, their representatives, and agents.

The parties hereto agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this contract. Michigan Compiled Laws section 37.2209 (MCL 37.2209).

### **COMPATIBILITY OF DATA**

MCL 211.42a(2)(i) requires the local computerized data base system to be compatible with the system used by the county treasurer for the collection of delinquent taxes.

The following formats, codes, database backups and rounding conventions are agreed for the Contractual Agreement:

1. **PARCEL NUMBER FORMATS:** Parcel number format shall be ## - ## -### - ### for all municipalities except the City of Flint which may use the alternate format of P-##### - # for personal property accounts.
2. **SCHOOL DISTRICTS:** The standard school district codes established by the State of Michigan shall be used.
3. **PROPERTY CLASSIFICATIONS:** The standard property classification codes established by Genesee County should be used.
4. **GOVERNMENTAL UNIT CODES:** Standard unit number codes assigned by the State of Michigan shall be used as the Governmental Unit Codes.
5. **DATABASE BACKUPS:** Complete copies of current assessing and tax database backups must be provided to Genesee County when requested.

- 6. NAME/ADDRESS INFORMATION: Owner name and mailing address information to be kept current and physical property addresses to be listed for all personal property locations.
- 7. ROUNDING: Standard rounding options should be set to round Real and Personal to the nearest 100 and round Capped to the nearest 1.

**WITNESSES**

**CITY OF SWARTZ CREEK**

\_\_\_\_\_  
 Juanita Aguilar, City Clerk

\_\_\_\_\_  
 RICHARD B. ABRAMS, Mayor

Dated:\_\_\_\_\_

**COUNTY OF GENESEE**

\_\_\_\_\_

\_\_\_\_\_  
 WOODROW STANLEY, Chairperson  
 Board of County Commissioners

Dated:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
 DANIEL T. KILDEE, Treasurer  
 (concurring)

Dated:\_\_\_\_\_

Discussion Took Place.

YES: Porath, Shumaker, Abrams, Adams, Christie, Hicks, Hurt.  
 NO: None. Motion Declared Carried.

**Adopt Ordinance #399, Codification of the City’s Code of Ordinances**

**Resolution No. 080225-06**

**(Carried)**

Motion by Councilmember Hurt  
 Second by Mayor Pro-Tem Christie

**I Move** the City of Swartz Creek adopt Ordinance #399, An Ordinance Adopting and Enacting a New Code of Ordinances for the City of Swartz Creek, Michigan; Providing for the Repeal of Certain Ordinances Not Included Therein; Providing Penalties and sanctions for the Violation Thereof; Providing for the Manner of Amending Such Code

and Providing When Such Code and This Ordinance Shall Become Effective, as follows:

**CITY OF SWARTZ CREEK  
Ordinance No. 399**

An Ordinance Adopting and Enacting a New Code of Ordinances for the City of Swartz Creek, Michigan; Providing for the Repeal of Certain Ordinances Not Included Therein; Providing Penalties and sanctions for the Violation Thereof; Providing for the Manner of Amending Such Code and Providing When Such Code and This Ordinance Shall Become Effective.

**The City of Swartz Creek Ordains:**

**Section 1.** The Code entitled "Code of Ordinances of the City of Swartz Creek, Michigan," published by Municipal Code Corporation consisting of the City Charter Sections 1 to 15, City Ordinances Chapters 1 to 20 and Appendices A & B, each inclusive, is hereby adopted.

**Section 2.** All ordinances of a general and permanent nature enacted on or before June 30, 2007, and not included in the Code or recognized and continued in force by reference therein are repealed.

**Section 3.** The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance which is repealed by this ordinance.

**Section 4.** Unless another penalty is expressly provided, and except for those provisions the violation of which is designated to be a municipal civil infraction, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof, shall be punished by a fine not exceeding five hundred dollars (\$500.00), or imprisonment for a term not exceeding ninety (90) days, or both. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided shall apply to the amendment of any Code section whether or not such penalty is enacted in the amendatory ordinance. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief, and revocation of licenses or permits.

**Section 5.** As to those provisions of the Code the violation of which is a municipal civil infraction, the penalties and sanctions for such violation are those set forth in said Code and/or those provided by state law. In addition to such penalties and sanctions, the city may pursue other remedies such as abatement of nuisances, injunctive relief, and revocation of licenses or permits.

**Section 6.** Any and all additions and amendments to the Code, when passed in the form as to indicate the intention of the council to make the same a part of the Code, shall be deemed to be incorporated in the Code, so that reference to the Code shall be understood and intended to include the additions and amendments.

**Section 7.** Ordinances adopted on or after July 01, 2007, that amend or refer to ordinances that have been codified in the Code, shall be construed as if they amend or refer to like provisions of the Code being adopted hereby

**Section 8.** This ordinance shall take effect on April 1, 2008

The Mayor declared the ordinance adopted.

\_\_\_\_\_  
Richard B. Abrams, Mayor

\_\_\_\_\_  
Juanita Aguilar, City Clerk

**CERTIFICATION**

The foregoing is a true copy of Ordinance No. 399 which was enacted by the Swartz Creek City Council at a regular meeting held on the 25<sup>TH</sup> day of February, 2008.

\_\_\_\_\_  
Juanita Aguilar  
City Clerk

**Publish Date: March 9, 2008**  
**Paper: The Swartz Creek News**  
**Effective Date: April 1, 2008**

Discussion took place.

YES: Shumaker, Abrams, Adams, Christie, Hicks, Hurt, Porath  
NO: None. Motion Declared Carried.

**MEETING OPENED TO THE PUBLIC:**

None.

**REMARKS BY COUNCILMEMBERS:**

Councilmember Hurt strongly urged the City Council to actively oppose the ambulance issue. City Manager Bueche stated that he wasn't sure the City should opt out of the County ordinance. Councilmember Hurt stated that he wanted the Council to look into all aspects of the issue and make an informed decision. Councilmember Hurt questioned whether the City gets any money from the County millage. City Manager Bueche stated that the money goes primarily to the Sheriff's office for operating the paramedic millage.

Councilmember Adams talked about the ambulance issue. He stated that the Council has a firm grasp on what's going on. He spoke of the Marathon station. He questioned whether the owners have responded to any correspondence so far. City Manager Bueche stated that they had not since the meeting on December 10, 2008. He stated that they are working on a civil court case at this time.

Councilmember Shumaker stated that he feels exactly the same way that Councilmember Hurt does on the ambulance issue. He questioned whether the County Commissioner had been to any City Council meetings since she was elected. City Manager Bueche stated that she is invited to every meeting via the agenda that he E-mails to her. She has been to one that was

related to the Raubinger Road bridge. City Manager Bueche stated that he would invite her to the next meeting to speak about the issue. Mr. Shumaker also spoke about the City having an urgent care facility. He stated that he would like the City to officially inquire to perhaps McLaren or some other appropriate medical organization to see if they could put such a facility in the City.

Councilmember Porath talked about the ambulance issue. He stated that he isn't sure that opting out is the way to go at this point.

Mayor Pro-Tem Christie talked about the County Commissioner. He stated that he is disappointed in the fact that she has only come to one meeting. He stated that the Council needs more answers on the issue. He spoke about the Fire Board meeting on Tuesday. He stated that Mr. Notley will be there to discuss the results of the evaluation and give the Board some guidance as to how they need to implement the evaluation.

Mayor Abrams spoke about the ambulance issue. He questioned whether the City could opt out of the County ordinance. He spoke about bringing the issue to the Small Cities and Villages Association. Mayor Abrams talked about the Capital Conference in Lansing on April 1<sup>st</sup> and 2<sup>nd</sup>. The Mayor asked to have a resolution at the next meeting allowing persons to attend. Since the next meeting is not until after the registration deadline, there was no objection to allowing councilmembers to go and stay overnight to attend the pre-conference as well.

**ADJOURNMENT:**

There being no objection, Mayor Abrams declared the meeting adjourned at 8:31 p.m.

Richard B Abrams, Mayor

Deanna Korth, Treasurer/Deputy Clerk

**SWARTZ CREEK POLICE DEPARTMENT**  
**MOTOR POOL RENTAL HOURS**  
**FEBRUARY 2008**

	<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
#04-405	87	1	0	0
#06-112	397	6	0	0
#05-168	8	0	0	0
#05-649	96	0	0	0
#05-346	44	0	117	0
#05-275	101	3	0	8
<b>TOTAL</b>	<b>733</b>	<b>10</b>	<b>117</b>	<b>8</b>

**SWARTZ CREEK POLICE DEPT**

Total Account Hours Summary Report

From: 02/01/2008 to 02/29/2008

<b>Department Account</b>	<b>Description</b>	<b>Regular Hours</b>	<b>Other Hours</b>	<b>Regular Hours YTD</b>	<b>Other Hours YTD</b>
ADMINISTRATIVE					
101 301 702.001	SUPERVISOR	214.500	10.000	471.000	15.500
101 301 702.002	CLERICAL	172.750	0.000	356.750	0.000
PROTECTION					
101 301 702.003	UNIFORMED	556.000	7.500	1,135.000	71.750
101 301 702.004	NON-UNIFORMED	0.000	0.000	1.250	0.000
101 301 702.005	TRAFFIC ENFORCEMENT	253.750	4.000	508.750	14.500
COMPLAINTS					
101 301 702.006	INVESTIGATIONS	169.250	3.000	374.000	19.500
101 301 702.007	COURT	11.500	4.500	34.000	4.500
TRAINING					
101 301 702.008	TRAINING	0.000	0.000	4.000	13.500
LEAVE TIME					
101 301 702.010	VACATION	51.000	0.000	102.000	0.000
101 301 702.011	HOLIDAY	68.000	0.000	212.000	0.000
101 301 702.012	PERSONAL LEAVE	26.000	0.000	58.500	0.000
101 301 702.013	FUNERAL LEAVE	28.500	0.000	28.500	0.000
TRACK ADMINISTRATIVE					
101 302 702.001	SUPERVISOR	9.000	0.000	19.000	0.000
101 302 702.002	CLERICAL	6.000	0.000	16.000	0.000
TRACK PROTECTION					
101 302 702.003	UNIFORMED	13.250	0.000	27.000	0.000
SCHOOL PROTECTION					
101 303 702.003	UNIFORMED	62.250	14.000	128.250	36.000
101 303 702.005	TRAFFIC ENFORCEMENT	1.000	0.000	3.000	0.000
SCHOOL COMPLAINTS					
101 303 702.006	INVESTIGATIONS	80.750	9.500	172.750	10.500

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
PROTECTION					
101 304 702.003	UNIFORMED	12.750	4.000	23.500	4.000
TRAINING					
101 304 702.008	TRAINING	0.000	6.000	4.000	15.000
PROTECTION					
265 333 702.004	NON-UNIFORMED	136.000	15.500	304.000	31.500
COMPLAINTS					
265 333 702.006	INVESTIGATIONS	0.000	5.000	0.000	25.000
265 333 702.007	COURT	0.000	0.000	0.000	6.000
NON-PRODUCTIVE					
265 333 702.010	VACATION	24.000	0.000	24.000	0.000
265 333 702.011	HOLIDAY	8.000	0.000	24.000	0.000
	TOTAL ALL HOURS	1,904.250	83.000	4,031.250	267.250

# SWARTZ CREEK POLICE DEPT

Total Function Count  
Month Ending: 02/29/2008

Account	Description	MTD Functions	YTD Functions
101 301 001.000	TRAFFIC VIOLATIONS	0	0
101 301 002.000	PARKING VIOLATIONS	1	11
101 301 003.000	VERBAL WARNINGS	107	227
101 301 004.000	WRITTEN WARNINGS	15	43
101 301 005.000	FELONY ARRESTS	2	7
101 301 006.000	MISDEMEANOR ARRESTS	20	56
101 301 007.000	CALLS RECEIVED	270	545
101 301 008.000	TRAFF INJ ACCIDENTS	1	4
101 301 009.000	PROP DAMAG ACCIDENTS	15	28
101 301 010.000	SERVICE REQUESTS	1	17
101 301 011.000	MEETINGS	1	5
101 301 012.000	CONFERENCES	0	0
101 301 013.000	INITIATED CALLS	588	1236
101 301 014.000	DESK ASSIGNMENTS	132	271
101 301 015.000	BUSINESS CHECKS	940	1972
101 301 016.000	VACATION CHECKS	1045	1952
101 301 017.000	SUSP PERS CHECKED	29	65
<b>TOTAL FUNCTIONS</b>		<b>3167</b>	<b>6437</b>
101 302 002.000	PARKING VIOLATIONS	0	0
101 302 003.000	VERBAL WARNINGS	0	0
101 302 004.000	WRITTEN WARNINGS	0	0
101 302 005.000	FELONY ARRESTS	0	0
101 302 006.000	MISDEMEANOR ARRESTS	0	0
101 302 007.000	CALLS RECEIVED	11	18
101 302 010.000	SERVICE REQUESTS	0	0
101 302 011.000	MEETINGS	0	1
101 302 012.000	CONFERENCES	0	0
101 302 013.000	INITIATED CALL	0	0
101 302 014.000	DESK ASSIGNMENTS	0	0
101 302 015.000	BUSINESS CHECKS	1	1
101 302 016.000	VACATION CHECKS	0	0
101 302 017.000	SUSP PERS CHECKED	0	0
<b>TOTAL FUNCTIONS</b>		<b>12</b>	<b>20</b>
101 303 002.000	PARKING VIOLATIONS	0	0
101 303 003.000	VERBAL WARNINGS	1	1
101 303 004.000	WRITTEN WARNINGS	0	0
101 303 005.000	FELONY ARRESTS	0	0
101 303 006.000	MISDEMEANOR ARRESTS	4	9
101 303 007.000	CALLS RECEIVED	3	4
101 303 010.000	SERVICE REQUESTS	0	0
101 303 011.000	MEETINGS	15	39
101 303 012.000	CONFERENCES	0	1

Account	Description	MTD Functions	YTD Functions
101 303 013.000	INITIATED CALL	76	186
101 303 014.000	DESK ASSIGNMENTS	0	1
101 303 015.000	BUSINESS CHECKS	0	0
101 303 016.000	VACATION CHECKS	0	0
101 303 017.000	SUS PERS CHECKED	0	0
<b>TOTAL FUNCTIONS</b>		<b>99</b>	<b>241</b>
101 304 001.000	TRAFFIC VIOLATIONS	0	0
101 304 001.003	DESK ASSIGNMENTS	0	0
101 304 002.000	PARKING VIOLATIONS	0	0
101 304 003.000	VERBAL WARNINGS	0	0
101 304 004.000	WRITTEN WARNINGS	0	0
101 304 005.000	FELONY ARRESTS	1	1
101 304 006.000	MISDEMEANOR ARRESTS	2	3
101 304 007.000	CALLS RECEIVED	3	11
101 304 010.000	SERVICE REQUESTS	0	0
101 304 011.000	MEETINGS	0	0
101 304 012.000	CONFERENCES	0	0
101 304 013.000	INITIATED CALL	7	11
101 304 014.000	DESK ASSIGNMENTS	0	0
101 304 015.000	BUSINESS CHECKS	0	0
101 304 016.000	VACATION CHECKS	0	0
101 304 017.000	SUS PERS CHECKED	0	0
101 304 018.000	BUILDING SEARCHES	1	5
101 304 019.000	VEHICLE SEARCHES	10	17
101 304 020.000	NARCOTIC SEARCHES	3	4
101 304 021.000	CURRENCY SEIZED	0	0
101 304 022.000	FORFEITURES	1	1
101 304 023.000	POSITIVE TRACKS	0	0
101 304 024.000	NEGATIVE TRACKS	1	5
101 304 025.000	AGENCY ASSISTS	0	5
101 304 026.000	DEMONSTRATIONS	0	0
<b>TOTAL FUNCTIONS</b>		<b>29</b>	<b>63</b>
<b>TOTAL ALL FUNCTIONS</b>		<b>3307</b>	<b>6763</b>

## Uniform Crime Report

**Report Criteria:**

Start File Class	End File Class	Print Zeros?
0100-0	9900-9	Yes

Class	Description	FEB 2007	FEB 2008	YR TO DATE
0100-0	SOVEREIGNTY	0	0	0
0200-0	MILITARY	0	0	0
0300-0	IMMIGRATION	0	0	0
0900-1	MURDER/NON-NEGLIGENT MANSLAUGHTER	0	0	0
0900-2	NEGLIGENT HOMICIDE/MANSLAUGHTER	0	0	0
0900-3	NEG. HOMICIDE - VEHICLE/BOAT/SNOWM.	0	0	0
0900-4	JUSTIFIABLE HOMICIDE	0	0	0
1000-1	KIDNAPPING/ABDUCTION	0	0	0
1000-2	PARENTAL KIDNAPPING	0	0	0
1100-1	SEXUAL PENETR'N PENIS/VAGINA CSC1	0	0	0
1100-2	SEXUAL PENETR'N PENIS/VAGINA CSC3	0	0	0
1100-3	SEXUAL PENETRATION ORAL/ANAL CSC1	0	0	0
1100-4	SEXUAL PENETRATION ORAL/ANAL CSC3	0	0	0
1100-5	SEXUAL PENETRATION OBJECT CSC1	0	0	0
1100-6	SEXUAL PENETRATION OBJECT CSC3	0	0	0
1100-7	SEXUAL CONTACT FORCIBLE CSC2	0	0	0
1100-8	SEXUAL CONTACT FORCIBLE CSC4	0	0	0
1200-0	ROBBERY	0	0	0
1300-1	NONAGGRAVATED ASSAULT	6	4	8
1300-2	AGGRAVATED/FELONIOUS ASSAULT	2	1	2
1300-3	INTIMIDATION/STALKING	4	2	3
1400-0	ABORTION	0	0	0
2000-0	ARSON	0	0	0
2100-0	EXTORTION	0	0	0
2200-1	BURGLARY - FORCED ENTRY	1	3	11
2200-2	BURGLARY - ENTRY W/OUT FORCE(INTENT	0	0	0
2200-3	BURGLARY - UNLAWFUL ENTRY(NO INTENT	0	0	0
2200-4	POSSESSION OF BURGLARY TOOLS	0	0	0
2300-1	LARCENY - POCKETPICKING	0	0	0
2300-2	LARCENY - PURSE SNATCHING	0	0	0
2300-3	LARCENY - THEFT FROM BUILDING	3	1	5
2300-4	LARCENY - THEFT FROM COIN OPERATED	0	0	0
2300-5	LARCENY - THEFT FROM MOTOR VEHICLE	4	1	1
2300-6	LARCENY - THEFT OF M. VEHICLE PARTS	0	0	1
2300-7	LARCENY - OTHER	2	1	3
2400-1	MOTOR VEHICLE THEFT	1	1	1
2400-2	MOTOR VEHICLE AS STOLEN PROPERTY	0	0	0
2400-3	MOTOR VEHICLE FRAUD	0	0	0
2500-0	FORGERY/COUNTERFEITING	2	0	0
2600-1	FRAUD - FALSE PRETENSE/SWINDLE/CONF	1	0	0
2600-2	FRAUD - CREDIT CARD/ATM	1	1	2
2600-3	FRAUD - IMPERSONATION	0	0	1
2600-4	FRAUD - WELFARE	0	0	0
2600-5	FRAUD - WIRE	0	0	0
2600-6	FRAUD - BAD CHECKS	1	0	0
2700-0	EMBEZZLEMENT	0	0	0
2800-0	STOLEN PROPERTY	0	0	0

## Uniform Crime Report

**Report Criteria:**

Start File Class	End File Class	Print Zeros?
0100-0	9900-9	Yes

Class	Description	FEB 2007	FEB 2008	YR TO DATE
2900-0	DAMAGE TO PROPERTY	2	4	9
3000-1	RETAIL FRAUD - MISREPRESENTATION	0	0	0
3000-2	RETAIL FRAUD - THEFT	0	0	0
3000-3	RETAIL FRAUD - REFUND/EXCHANGE	0	0	0
3500-1	VIOLATION OF CONTROLLED SUBSTANCE	1	5	9
3500-2	NARCOTIC EQUIPMENT VIOLATIONS	0	0	0
3600-1	SEXUAL PENETR'N NONFORCIBLE BLOOD/A	0	0	0
3600-2	SEXUAL PENETR'N NONFORCIBLE OTHER	0	0	0
3600-3	PEEPING TOM	0	0	0
3600-4	SEX OFFENSE - OTHER	0	0	0
3700-0	OBSCENITY	1	0	0
3800-1	FAMILY - ABUSE/NEGLECT NONVIOLENT	0	0	1
3800-2	FAMILY - NONSUPPORT	0	0	0
3800-3	FAMILY - OTHER	0	0	0
3900-1	GAMBLING - BETTING/WAGERING	0	0	0
3900-2	GAMBLING - OPERATING/PROMOTING/ASSI	0	0	0
3900-3	GAMBLING - EQUIPMENT VIOLATIONS	0	0	0
3900-4	GAMBLING - SPORTS TAMPERING	0	0	0
4000-1	COMMERCIALIZED SEX - PROSTITUTION	0	0	0
4000-2	COMMERCIALIZED SEX- ASSISTING/PROMO	0	0	0
4100-1	LIQUOR LICENSE - ESTABLISHMENT	0	0	0
4100-2	LIQUOR VIOLATIONS - OTHER	1	0	3
4200-0	DRUNKENNESS	0	0	0
4800-0	OBSTRUCTING POLICE	0	0	1
4900-0	ESCAPE/FLIGHT	0	0	0
5000-0	OBSTRUCTING JUSTICE	3	1	3
5100-0	BRIBERY	0	0	0
5200-1	WEAPONS OFFENSE - CONCEALED	0	0	0
5200-2	WEAPONS OFFENSE - EXPLOSIVES	0	0	0
5200-3	WEAPONS OFFENSE - OTHER	0	0	0
5300-1	DISORDERLY CONDUCT	0	0	1
5300-2	PUBLIC PEACE - OTHER	1	1	1
5400-1	HIT & RUN MOTOR VEHICLE ACCIDENT	4	1	4
5400-2	OUIL OR OUID	6	1	4
5400-3	DRIVING LAW VIOLATIONS	4	5	16
5500-0	HEALTH AND SAFETY	0	2	7
5600-0	CIVIL RIGHTS	0	0	0
5700-1	TRESPASS	0	0	0
5700-2	INVASION OF PRIVACY - OTHER	0	0	0
5800-0	SMUGGLING	0	0	0
5900-0	ELECTION LAWS	0	0	0
6000-0	ANTITRUST	0	0	0
6100-0	TAX/REVENUE	0	0	0
6200-0	CONSERVATION	0	0	0
6300-0	VAGRANCY	0	0	0
7000-0	JUVENILE RUNAWAY	0	0	0
7300-0	MISCELLANEOUS CRIMINAL OFFENSE	0	0	0

## Uniform Crime Report

**Report Criteria:**

Start File Class	End File Class	Print Zeros?
0100-0	9900-9	Yes

Class	Description	FEB 2007	FEB 2008	YR TO DATE
7500-0	SOLICITATION	0	0	0
7700-0	CONSPIRACY	0	0	0
8900-1	SERVICE OF COMMISSION PAPERS	0	0	0
8900-2	UNAUTHORIZED TRANSPORTATION	0	0	0
8900-3	VIOLATION OF RULES/REGISTRATION	0	0	0
8900-4	WARRANTS	0	0	0
8900-5	MOTOR CARRIER SAFETY RULES	0	0	0
8900-6	INSPECTIONS OF HOMES TO BE MOVED	0	0	0
8900-7	MIGRANT AGRICULTURE WORKERS TRANSP	0	0	0
8900-9	ALL OTHER MOTOR CARRIER VIOLATIONS	0	0	0
9100-1	DELINQUENT MINOR	0	0	0
9100-2	RUNAWAYS	0	0	0
9200-1	DIVORCE AND SUPPORT	0	0	0
9200-2	INCAPACITATION	0	0	0
9200-3	WALK-AWAY - MENTAL INSTITUTIONS ETC	0	0	0
9200-4	ORDER FOR PICKUP AND EXAMINATION	0	0	0
9200-5	CIVIL INFRACTION - ALCOHOL POSSES.	0	0	0
9300-1	PROPERTY DAMAGE ACCIDENT/PI	11	15	22
9300-2	NON-TRAFFIC PDA	6	4	11
9300-3	TRAFFIC VIOLATIONS/CIVIL INFRACTION	0	0	0
9300-4	TOWED VEHICLE	5	4	6
9300-5	TRAFFIC HAZARD/ABANDONED VEHICLE	0	0	0
9300-6	TRAFFIC POLICING	0	0	0
9400-1	FALSE ALARM ACTIVATION	0	0	0
9400-2	VALID ALARM ACTIVATION	0	0	0
9400-3	REST AREA/ROADSIDE PARK VIOLATIONS	0	0	0
9500-1	ACCIDENTAL FIRE	0	0	0
9500-2	ACCIDENTAL EXPLOSION	0	0	0
9500-4	OPEN BURNING	0	0	0
9500-6	FIRE-HAZARDOUS CONDITIONS	0	0	0
9700-0	ACCIDENTAL SHOOTING	0	0	0
9700-5	ACCIDENTAL DEATH-WATER	0	0	0
9700-6	ACCIDENT - ALL OTHER	0	0	0
9800-2	RECOVERED PROPERTY	1	0	0
9800-3	PROPERTY INSPECTION	0	0	0
9800-4	OTHER INSPECTIONS/WEAPONS	6	5	14
9800-5	ALARMS	0	0	0
9800-6	CIVIL	0	4	6
9800-7	SUSPICIOUS SITUATION	0	2	8
9800-8	LOST AND FOUND PROPERTY	3	0	3
9800-9	OVERDOSE	0	0	1
9900-1	SUICIDE	1	2	4
9900-2	DOA - NATURAL	3	0	3
9900-3	MISSING PERSON	0	0	0
9900-7	SAFEKEEPING	0	0	0
9900-8	DEPARTMENTAL ASSIST	0	2	7
9900-9	GENERAL - NON CRIMINAL	6	8	15

## Uniform Crime Report

Report Criteria:

Start File Class	End File Class	Print Zeros?
0100-0	9900-9	Yes

Class	Description	FEB 2007	FEB 2008	YR TO DATE
Totals:		93	81	197

## Ticket Ledger Report

**Report Criteria:**

Ticket Type	Officer	Start Date	End Date			
Traffic	All	02/01/2008	02/29/2008			

Number	Name	Date	Location	Description	Officer	Fine
T-1013525		02/01/08	MORRISH NEAR APPLECREEK	SEAT BELT DRIVER/PASSENGER		
T-1012896-A		02/01/08	MILLER NEAR MORRISH	SUSP/REVOKED/NEVER APPL.		
T-1012897-B		02/02/08	BRISTOL NEAR HERITAGE	NO PROOF INSURANCE/POSSESE		
T-1012898-A		02/02/08	MILLER NEAR SEYMOUR	HEADLIGHTS		
T-1012686		02/02/08	MORRISH NEAR FORTINO	HEADLIGHTS		
T-1012687		02/02/08	MILLER NEAR DYE	SEAT BELT DRIVER/PASSENGER		
T-1012688		02/02/08	MILLER NEAR FAIRCHILD	HEADLIGHTS		
T-1012689-A		02/02/08	RAUBINGER NEAR MILLER	SUSP/REVOKED/NEVER APPL.		
T-1012689-B		02/02/08	RAUBINGER NEAR MILLER	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1012932-A		02/03/08	ELMS AND MILLER	NO TAIL/BRAKE LIGHTS		
T-1012932-B		02/03/08	ELMS AND MILLER	SUSP/REVOKED/NEVER APPL.		
T-1013430		02/03/08	MORRISH NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1012875		02/03/08	MILLER NEAR ELMS	NO PROOF INSURANCE/POSSESE		
T-1012933		02/04/08	I-69 W/B EXIT AT MORRISH-001C	RIGHT OF WAY AT INTERSECTION		
T-1013001-A		02/04/08	ELMS NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1012935		02/05/08	MORRISH NEAR APPLECREEK	NO TAIL/BRAKE LIGHTS		
T-1013936		02/05/08	WINCHESTER VILLAGE -- NORBURY	RECKLESS DRIVING		
T-1012898-B		02/05/08	MILLER NEAR SEYMOUR	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1013001-B		02/05/08	ELMS NEAR BRISTOL	NO PROOF INSURANCE/POSSESE		
T-1012620		02/07/08	MILLER NEAR SCHOOL	EXCEEDED POSTED SPEED LIMIT		
T-1012819		02/07/08	MILLER NEAR RAUBINGER	FOLLOWING TOO CLOSELY		
T-1012820		02/07/08	MILLER NEAR BRISTOL	DISREGARDED TRAFFIC SIGNAL/A		
T-1012821		02/08/08	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1012822		02/08/08	BRISTOL NEAR HERITAGE	EXCEEDED POSTED SPEED LIMIT		
T-1013003		02/08/08	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1013004		02/08/08	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1013005		02/08/08	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1013176		02/09/08		EXCEEDED POSTED SPEED LIMIT		
T-1012899		02/09/08	BRISTOL NEAR HERITAGE	NO PROOF INSURANCE/POSSESE		
T-1012900		02/09/08	MORRISH NEAR MARY ST	NO PROOF INSURANCE/POSSESE		
T-1013177		02/09/08	MILLER NEAR MORRISH	HEADLIGHTS		
T-1013178		02/09/08	MORRISH NEAR CHURCH	HEADLIGHTS		
T-1012690-B		02/09/08	MILLER NEAR ELMS	NO PROOF INSURANCE/POSSESE		
T-1012690-A		02/09/08	MILLER NEAR ELMS	HEADLIGHTS		
T-1012691-A		02/09/08	MILLER NEAR ELMS	NO PROOF INSURANCE/POSSESE		
T-1012691-B		02/09/08	MILLER NEAR ELMS	HEADLIGHTS		
T-1013008		02/09/08	MORRISH NEAR WADE	UNABLE TO STOP IN ASSURED CI		
T-1012937-A		02/10/08	MORRISH NEAR MILLER	OWI		
T-1013007-A		02/11/08	MILLER NEAR ELMS	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1013007-B		02/11/08	MILLER NEAR ELMS	NO PROOF INSURANCE/POSSESE		
T-1012938		02/11/08	BRISTOL NEAR HERITAGE	EXCEEDED POSTED SPEED LIMIT		
T-1012939		02/11/08	BRISTOL NEAR HERITAGE	EXCEEDED POSTED SPEED LIMIT		
T-1012828		02/11/08	MILLER NEAR SEYMOUR	IMPROPER LANE USE		
T-1012823		02/13/08	MILLER NEAR RAUBINGER	SEAT BELT DRIVER/PASSENGER		
T-1012824		02/13/08	FORTINO NEAR MORRISH	SEAT BELT DRIVER/PASSENGER		
T-1012825-A		02/13/08	MILLER NEAR SEYMOUR	VISION OBS./FAIL TO REMOVE SN		

Ticket Charges Subtotal: 46

Fines Subtotal:

40

## Ticket Ledger Report

**Report Criteria:**

Ticket Type	Officer	Start Date	End Date
Traffic	All	02/01/2008	02/29/2008

Number	Name	Date	Location	Description	Officer	Fine
T-1012825-B		02/13/08	MILLER NEAR SEYMOUR	EXPIRED LICENSE		
T-1012825-C		02/13/08	MILLER NEAR SEYMOUR	NO PROOF INSURANCE/POSSESE		
T-1012976		02/14/08	HILL NEAR SEYMOUR	EXCEEDED POSTED SPEED LIMIT		
T-1013179		02/14/08	MORRISH NEAR MARY ST	NO PROOF INSURANCE/POSSESE		
T-1013180		02/14/08	MILLER NEAR FAIRCHILD	HEADLIGHTS		
T-948166		02/14/08	MILLER NEAR ELMS	NO PROOF INSURANCE/POSSESE		
T-1012977		02/15/08	MORRISH NEAR FORTINO	EXCEEDED POSTED SPEED LIMIT		
T-1012978		02/15/08	MILLER NEAR BRADY	EXCEEDED POSTED SPEED LIMIT		
T-1012983-A		02/15/08	MORRISH AT RAMP 001A	FAIL TO STOP BEFORE ENTERINC		
T-1012983-B		02/15/08	MORRISH AT RAMP 001A	FAIL TO STOP/REPORT PDA		
T-1013182		02/15/08	MORRISH NEAR FORTINO	SUSP/REVOKED/NEVER APPL.		
T-1013181		02/15/08	MORRISH NEAR FORTINO	SUSP/REVOKED/NEVER APPL.		
T-1012979-A		02/16/08	ELMS NEAR MILLER	SEAT BELT DRIVER/PASSENGER		
T-1012979-B		02/16/08	ELMS NEAR MILLER	NO PROOF INSURANCE/POSSESE		
T-1012980-B		02/16/08	MILLER NEAR SCHOOL	NO PROOF INSURANCE/POSSESE		
T-1012981		02/16/08	MILLER NEAR FAIRCHILD	EXCEEDED POSTED SPEED LIMIT		
T-1012982		02/16/08	I-69 NEAR MORRISH	RIGHT OF WAY AT INTERSECTION		
T-1013183		02/16/08	MORRISH NEAR MARY ST	HEADLIGHTS		
T-1013009		02/17/08	MILLER NEAR BRADY	TINTED WINDOWS/NO WINDSHIEI		
T-1013010-B		02/17/08	I-69 NEAR SEYMOUR	NO PROOF INSURANCE/POSSESE		
T-1012940		02/18/08	MILLER NEAR SCHOOL	EXCEEDED POSTED SPEED LIMIT		
T-1012980-A		02/19/08	MILLER NEAR SCHOOL	SEAT BELT DRIVER/PASSENGER		
T-1012941		02/19/08	MILLER AT ELMS	DISREGARDED TRAFFIC SIGNAL/A		
T-1013010-A		02/19/08	I-69 NEAR SEYMOUR	TINTED WINDOWS/NO WINDSHIEI		
T-1012984-A		02/20/08	MILLER AT FAIRCHILD	EXCEEDED POSTED SPEED LIMIT		
T-1012984-B		02/20/08	MILLER AT FAIRCHILD	SEAT BELT DRIVER/PASSENGER		
T-1012985		02/20/08	SEYMOUR AT CHELMSFORD	EXCEEDED POSTED SPEED LIMIT		
T-1012986		02/20/08	BRISTOL AT HERITAGE	EXCEEDED POSTED SPEED LIMIT		
T-1012987		02/20/08	SEYMOUR AT NORBURY	SEAT BELT DRIVER/PASSENGER		
T-1013011-A		02/21/08	MILLER RD, 7500 BLK	NO REGISTRATION IN POSSESSIC		
T-1013011-B		02/21/08	MILLER RD, 7500 BLK	NO PROOF INSURANCE/POSSESE		
T-1013011-C		02/21/08	MILLER RD, 7500 BLK	FAIL TO SIGNAL TURN		
T-1012988		02/22/08	MILLER NEAR FAIRCHILD	DISREGARDED TRAFFIC SIGNAL/A		
T-1012989-A		02/22/08	ELMS NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1012989-B		02/22/08	ELMS NEAR BRISTOL	SEAT BELT DRIVER/PASSENGER		
T-1012990		02/22/08	MORRISH NEAR MILLER	SEAT BELT DRIVER/PASSENGER		
T-1013184		02/22/08	MORRISH NEAR I-69	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1013185		02/22/08	BRISTOL NEAR HERITAGE	IMPROPER USE OF REGISTRATIO		
T-1012692-B		02/23/08	MILLER NEAR DYE	FAIL TO SIGN REGISTRATION/NO		
T-1012692-C		02/23/08	MILLER NEAR DYE	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1012692-A		02/23/08	MILLER NEAR DYE	NO PROOF INSURANCE/POSSESE		
T-1012693		02/24/08	ELMS NEAR YARMY	EXCEEDED POSTED SPEED LIMIT		
T-948168		02/24/08	MILLER NEAR ELMS	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-948169-A		02/24/08	MILLER NEAR SECOND	NO PROOF INSURANCE/POSSESE		
T-948169-B		02/24/08	MILLER NEAR SECOND	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-948170		02/25/08	ELMS NEAR BRISTOL	UNLIGHTED REG PLATE		

Ticket Charges Subtotal: 92

Fines Subtotal:

41

## Ticket Ledger Report

**Report Criteria:**

Ticket Type	Officer	Start Date	End Date
Traffic	All	02/01/2008	02/29/2008

Number	Name	Date	Location	Description	Officer	Fine
T-1012942		02/25/08	MORRISH NEAR APPLECREEK	EXCEEDED POSTED SPEED LIMIT		
T-1013432		02/25/08	MILLER NEAR FIRST	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1012829		02/25/08	MILLER NEAR ELMS	HEADLIGHTS		
T-1013433		02/26/08	MILLER NEAR ELMS	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1012991		02/27/08	MORRISH NEAR MILLER	DISREGARDED TRAFFIC SIGNAL/!		
T-1012992		02/28/08	MILLER NEAR SCHOOL	SEAT BELT DRIVER/PASSENGER		
T-1012993		02/28/08	SEYMOUR NEAR KINGSLEY	SEAT BELT DRIVER/PASSENGER		
T-1012994-A		02/28/08	MILLER NEAR THIRD	EXCEEDED POSTED SPEED LIMIT		
T-1012994-B		02/28/08	MILLER NEAR THIRD	NO PROOF INSURANCE/POSSESE		
T-1012995		02/28/08	MILLER AT FAIRCHILD	UNABLE TO STOP IN ASSURED CI		
T-1013013-A		02/28/08	MILLER AT MORRISH	VIOLATION RESTRICTED LICENSE		
T-1013013-B		02/28/08	MILLER AT MORRISH	DISREGARDED TRAFFIC SIGNAL/!		

Ticket Charges Total: 104

Fines Total:



## Attack gets man jailed

Community Extra

### SWARTZ CREEK

#### THE SWARTZ CREEK NEWS

Sunday, March 02, 2008

By Robyn Rosenthal

[rrosenthal@swartzcreeknews.com](mailto:rrosenthal@swartzcreeknews.com) • 810.766.6310

Police are expected to seek several charges against a Flint man in connection with felonious assault and possession with intent to deliver crack and cocaine, according to Swartz Creek Police Chief Rick Clolinger.

Police reports state a 16-year-old girl who was staying at a local apartment told police the man, 30, threatened her with a knife after she asked him to turn down the volume of his music at 7 a.m. Feb. 21. The girl, who lives out of town, told police that the man pinned her to her bed and threatened to kill her.

She told police she called a friend to pick her up. When she went to leave, she said the man pushed her against a wall and dragged a long knife across her face and back. She told police he then pierced the knife through one of her shoes and threw the shoe at the girl. The girl said she fled to a vehicle waiting outside.

According to police, the man followed her outside, where he punched a 17-year-old Flint man who was a passenger in the vehicle. The girl fled to a home in Mundy Township. The suspect allegedly went to that home and verbally assaulted the girl there, according to police.

The girl called Mundy Township police, who called Swartz Creek police. Local police kept watch for the man's vehicle. The man was stopped by police at 11:50 a.m. that day near Miller and Morrish roads.

The man was not carrying identification and gave police a fake name, Clolinger said.

Police were able to identify the man, who reportedly has several aliases. The department's police dog found 15 grams of what police believe is crack and cocaine in the gasoline tank of the man's vehicle.

Police arrested and jailed the man in connection with possession with intent to deliver crack and cocaine. He was ticketed for driving with a suspended license, providing false information to police, failure to signal a turn, no proof of insurance and no proof of registration. A warrant has been signed for felonious assault. Clolinger said police also expect to charge him with the drug offenses.

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Compiled by Robyn Rosenthal

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**CHECK REGISTER REPORT**

February 2008

Check Number	Check Date	Vendor Name	Check Description	Amount
29955	2/7/2008	ARROW UNIFORM RENTAL	MATS, SUPPLIES	180.22
29956	2/7/2008	BASIC	REIMB COPAY/OFFICE KORTH/SVRCE	124.50
29957	2/7/2008	CITY OF SWARTZ CREEK	10/20/07-1/20/08 UB 4125 ELMS	1,589.71
29958	2/7/2008	CONSUMERS ENERGY	1/5-2/1/08 4125 ELMS RD PAVILI	12.54
29959	2/7/2008	CONSUMERS ENERGY	1/3-1/30/08 5361 WINSHALL DR	8.00
29960	2/7/2008	CONSUMERS ENERGY	1/3-1/30/08 WINSHALL RESTROOMS	61.91
29961	2/7/2008	CONSUMERS ENERGY	1/3-1/29/08 8499 MILLRT RD	8.00
29962	2/7/2008	CONSUMERS ENERGY	1/3-1/30/08 5127 MORRISH RD	9.85
29963	2/7/2008	CONSUMERS ENERGY	1/3-1/30/08 5121 MORRISH RD	667.79
29964	2/7/2008	CONSUMERS ENERGY	1/3-1/30/08 9099 MILLER RD	17.76
29965	2/7/2008	CONSUMERS ENERGY	1/5-2/1/08 4125 4125 ELMS RD	18.11
29966	2/7/2008	CONSUMERS ENERGY	1/3-1/30/08 8011 MILLER RD	47.53
29967	2/7/2008	CONSUMERS ENERGY	1/3-1/29/08 8083 CIVIC DR	813.21
29968	2/7/2008	CONSUMERS ENERGY	1/3-1/30/08 5257 WINSHALL DR	8.00
29969	2/7/2008	CONSUMERS ENERGY	1/3-1/29/08 8095 CIVIC DR	652.46
29970	2/7/2008	CONSUMERS ENERGY	1/3-1/29/08 8059 FORTINO DR	104.66
29971	2/7/2008	CONSUMERS ENERGY	1/3-1/29/08 8100 CIVIC DR	1,937.11
29972	2/7/2008	CONSUMERS ENERGY	1/3-1/30/08 8301 CAPPY LN	248.80
29973	2/7/2008	DEE CRAMER	REPLACE THERMOCOUPLE/FIRE HALL	757.06
29974	2/7/2008	DELTA DENTAL PLAN	4 MTH CREDIT - SALLY ADAMS	107.65
29975	2/7/2008	FICK EXCAVATING, INC. GEN CTY ROAD	20 YDS. OF FILL SAND	200.00
29976	2/7/2008	COMMISSION	S-MTCE OPERATIONS	310.31
29977	2/7/2008	HULL, CLIFFORD	MILEAGE&PARK MSHDA CONF KALAM,	142.34
29978	2/7/2008	KLASSIC LAWN & LANDSCAPE, LLC	PLOW CITY STREETS & WALKS	421.25
29979	2/7/2008	KLEE MFG & DIST KNAPHEIDE TRUCK	2 FLAGS, STANDS & POLES	169.65
29980	2/7/2008	EQUIPMENT	30 FT TOW STRAPFOR DPW	77.43
29981	2/7/2008	MMTA	ANNUAL MMTI CONFERENCE D.KORTH	550.00
29982	2/7/2008	SW CREEK AREA SENIOR CITIZENS	SEPT 06 EXP BLOCK GRANT 06-06	5,000.00
29983	2/7/2008	VALLEY PETROLEUM	JAN FUEL USAGE - DPS	3,896.85
29984	2/7/2008	VERIZON NORTH	1/25-2/25/08 635-8109	53.87
29985	2/7/2008	WALDORF AND SONS INC ACE ASPHALT & PAVING	HANDLE REPAIR KIT ON URINAL	120.00
29986	2/14/2008	CO INC	COLD PATCH	324.17
29987	2/14/2008	AICPA	FINANCIAL STATEMENT BOOKS	49.03
29988	2/14/2008	ARDIS INVESTMENTS, LLC	TAX OVRPMT 8279 BRISTOL	5.30
29989	2/14/2008	ARROW UNIFORM RENTAL	MATS, SUPPLIES	197.57
29990	2/14/2008	AT & T	2/1-2/29/08 810-R01-8443-014 3	54.80
29991	2/14/2008	AT & T	2/1-2/29/08 810 401-7836 523 O	49.20
29992	2/14/2008	BANACKI PROPERTIES, INC.	TAX OVRPMT 9001 MILLER RD	40.00
29993	2/14/2008	BLACKMORE ROWE INS	PUBLIC OFFICIAL BOND-KORTH	89.00
29994	2/14/2008	COUNTRWIDE TAX DEPT SV-24	TAX OVRPMT 5393 DON SHENK	213.50
29995	2/14/2008	CRYSTAL WATER COMPANY	JAN 08 RENTAL/4 JUGS	36.00

Check Number	Check Date	Vendor Name	Check Description	Amount
29996	2/14/2008	DAVIES, MARION	TAX OVRPMT 5411 DON SHENK	2.00
29997	2/14/2008	DETROIT SALT COMPANY	ROAD SALT @\$32.88 PER TON	1,673.26
29998	2/14/2008	DETROIT SALT COMPANY	ROAD SALT @\$32.88 PER TON	1,605.53
29999	2/14/2008	DOT FIRST AID AND SAFETY	REPLENISH FIRST AID/CITY HALL	158.09
30000	2/14/2008	FIRST AMERICAN TAX SERVICE	TAX OVRPMT 8481 CHESTERFIELD	500.89
30001	2/14/2008	GEN CTY DRAIN COMMISSION	MUNICIPAL SW ANNUAL PERMIT FEE	2,000.00
30002	2/14/2008	GEN CTY ROAD COMMISSION	S-MTCE OPERATIONS NOV.	2,008.88
30003	2/14/2008	VOID	VOID	0.00
30004	2/14/2008	VOID	VOID	0.00
30005	2/14/2008	GILL ROYS HARDWARE	AP PK AAA ALKA BATTERIES	641.83
30006	2/14/2008	HYDRO DESIGNS	WATER CROSS CONNECTION COMPLI.	375.00
30007	2/14/2008	KLASSIC LAWN & LANDSCAPE, LLC	PLOW CITY LOTS AND WALKS	1,865.00
30008	2/14/2008	KNAPHEIDE TRUCK EQUIPMENT	CURB GUARD/BLADE GUIDE	211.82
30009	2/14/2008	MID MICHIGAN MANUFACTURING	JETTING IN CITY	310.00
30010	2/14/2008	MMTA	BASIC INST 4/20-4/25/08AGUILAR	550.00
30011	2/14/2008	NELSON HYDRAULIC SERVICE, INC.	CYLINDER/90 DAY WARRANTY REPAI	610.00
30012	2/14/2008	OPTION ONE	TX OVRPMT 5304 WINSHALL DR	123.22
30013	2/14/2008	OPTION ONE	TX OVRPMT 9203 JILL MARIE LN	152.41
30014	2/14/2008	PROGRESSIVE	KROGER SITE PLAN	287.03
30015	2/14/2008	ROWE INC	MTA/KROGER/ELMS TRAIL	1,530.50
30016	2/14/2008	SCHAEFER'S OFFICE SOURCE	OFFICE SUPPLIES	58.98
30017	2/14/2008	SIMEN, FIGURA & PARKER PLC	JAN 08 GEN'L/TRAFFICE/ORDIN	6,750.00
30018	2/14/2008	SWARTZ CREEK AREA FIRE DEPT.	JAN 08 MONTHLY RUNS	2,447.39
30019	2/14/2008	VERIZON NORTH	2/1-3/1/08 635-4401	143.98
30020	2/21/2008	AMERICAN MESSAGING	FEB 08 CHARGES 810833-2563	27.66
30021	2/21/2008	ARROW UNIFORM RENTAL	MATS, SUPPLIES	180.22
30022	2/21/2008	BASIC	REIMB COPAY OFF VIST/CLOLINGER	725.93
30023	2/21/2008	BLUE CARE NETWORK-EAST MI	MARCH 08 MED INS PETRUCHA	2,861.23
30024	2/21/2008	CT FLEET REPAIR	REPLACED HYDROLIC LINE	374.14
30025	2/21/2008	DOVER & COMPANY	NEW DOOR ARM AT SR CENTER	216.00
30026	2/21/2008	ELECTION SYSTEMS & SOFTWARE	AUTOMARK KEYS	15.68
30027	2/21/2008	GCGC	SPRING MTG 3/20 AGUILAR/KORTH	24.00
30028	2/21/2008	GEN CTY ROAD COMMISSION	S-MTCE OPERATIONS/JAN.	244.35
30029	2/21/2008	GENESEE CTY DRAIN COMMISSIONER	SWR CONSUMP 11/19/07-1/28/08	145,935.53
30030	2/21/2008	INFINITE SOLUTIONS	REPR CB ANTENNA/SVRCEK/INT EXP	75.00
30031	2/21/2008	KLASSIC LAWN & LANDSCAPE, LLC	CLEAR ICE RINKS (WALKS)	555.00
30032	2/21/2008	MID STATES BOLT AND SCREW CO	LOCKNUTS	6.53

Check Number	Check Date	Vendor Name	Check Description	Amount
30033	2/21/2008	NEXTEL COMMUNICATIONS	JAN 08 MONTHLY BILL	849.30
30034	2/21/2008	PITNEY BOWES CREDIT CORP.	11/30/07-2/28/08 RENTAL CHRGS	177.00
30035	2/21/2008	PRINTING SYSTEMS	QVF MASTER CARDS	26.87
30036	2/21/2008	RWS OF MID MICHIGAN	GARBAGE/RECYCLING/YARD WASTE F	17,990.28
30037	2/21/2008	SUBURBAN AUTO SUPPLY	LAMP/LIGHT ON TRUCK 12-04	54.95
30038	2/21/2008	SWARTZ CREEK SCHOOLS	10 CASES OF COPY PAPER	246.70
30039	2/21/2008	VERIZON NORTH	2/10-3/10/08 635-4464	443.10
30040	2/21/2008	VERIZON NORTH	2/4-3/4/08 635-4402	118.95
30041	2/21/2008	VERIZON NORTH	2/7-3/7/08 B10-1133	154.02
30042	2/21/2008	WEST SHORE SERVICES INC	FCH CONTROLLER ANTENNA/STARTEI	2,700.00
30043	2/21/2008	ZETTEL, ADAM	AICP EXAM FEE/A. ZETTEL/MAY 08	390.00
30044	2/28/2008	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	180.22
30045	2/28/2008	ASSURANT EMPLOYEE BENEFITS	MARCH LIFE INS SHANNON/SNELL	12.96
30046	2/28/2008	AUSTIN, ADA M.	REIMB CONSUMERS 7/3/07-1/30/08	297.02
30047	2/28/2008	BASIC	HEALTH REIMB/A. NICHOLS	27.19
30048	2/28/2008	BELL EQUIPMENT CO	SWEEPER CLINIC/TYLER/SANFORD	200.00
30049	2/28/2008	COMCAST BUSINESS	2/26-3/26/08 MARCH 08 SERVICES	165.00
30050	2/28/2008	COMFORT INN	MAMC INST 3/9-14 AGUILAR/KORTH	357.00
30051	2/28/2008	CONSUMERS ENERGY	2/1-2/29/08 STREET LIGHTS	7,813.25
30052	2/28/2008	CONSUMERS ENERGY	2/1-2/29/08 ELMS PARKING LOT	38.04
30053	2/28/2008	CONSUMERS ENERGY	2/1-2/29/08 TRAFFIC LIGHTS	415.62
30054	2/28/2008	CONSUMERS ENERGY	2/1-2/29/08 4524 MORRISH RD	37.78
30055	2/28/2008	CONSUMERS ENERGY	2/1-2/29/08 SIRENS	23.38
30056	2/28/2008	DEE CRAMER	REPLCE CRCT BOARD/PUB SAFE BLD	526.12
30057	2/28/2008	DELTA VISION	MARCH 08 VISION-RETIREEES (5)	13.24
30058	2/28/2008	DETROIT SALT COMPANY	ROAD SALT @\$32.88 PER TON	6,601.00
30059	2/28/2008	DOVER & COMPANY	PARTITIONS AT SENIOR CENTER S-	2,321.00
30060	2/28/2008	DURAND RENTALS	PORTAJON RENTAL ELMS	150.00
30061	2/28/2008	GENESEE CTY CLERKS-TREAS ASSOC	MEMBERSHIP AGUILAR/KORTH/CLARK	20.00
30062	2/28/2008	GENESEE CTY DRAIN COMMISSIONER	SPECIAL DRAINS ASSESS 2007 TAX	2,437.50
30063	2/28/2008	GENESEE CTY DRAIN COMMISSIONER	JAN COMM/READY TO SERVE CHRGS	56,000.81
30064	2/28/2008	JOHNS TRUCK SERVICE	REPLACE BRAKE CYLINDER/LOCKS	459.77
30065	2/28/2008	KETZLERS FLORIST	SYMPATHY ARRANGEMENT/S TAYLOR	106.95
30066	2/28/2008	KNAPHEIDE TRUCK EQUIPMENT	GUARD CURB WRAPAROUND	57.00
30067	2/28/2008	LANDMARK APPRAISAL CO	FEB 08 MONTHLY SERVICE	2,188.75
30068	2/28/2008	MID TOWN PRINTING	QTY 1000 #10 WINDOW ENVELOPES	146.00
30069	2/28/2008	NELSON HYDRAULIC SERVICE, INC.	CHARLYN MOTOR/CYLINDER WELD	254.15
30070	2/28/2008	NEMER,KHALIL	MAR 08 RENT 5438 MILLR AMB BLD	758.34
30071	2/28/2008	NORTHWEST TIRE	TIRE/DISMOUNT-DISMOUNT/LABOR	117.71
30072	2/28/2008	PURCHASE POWER	POSTAGE METER REFILL	1,518.99
30073	2/28/2008	S.L.C. METER SERVICE	METER SUPPLIES	12.48
30074	2/28/2008	SCHAEFER'S OFFICE SOURCE	TISSUE AND TOWELS	115.15
30075	2/28/2008	SUBURBAN AUTO SUPPLY	EXHAUST CLAMP	1.29
30076	2/28/2008	TERRELL, JAMIE	mileage reimb 1/28-2/22/08	28.79

Check Number	Check Date	Vendor Name	Check Description	Amount
30077	2/28/2008	THOMPSON SERVICE	FUEL PUMP/TOWING	90.00
30078	2/28/2008	VERIZON NORTH	2/13-3/13/08 635-4495	50.14
30079	2/28/2008	VERIZON NORTH	2/16-3/16/08 810 TX4-1386	186.27
30080	2/28/2008	WALDORF AND SONS INC	INSTALL 1" LONG WATER TAP	1,162.00
30081	2/28/2008	UNUM LIFE INSURANCE	MARCH EST. STD, LTD, & LIFE	1,181.43
<b>Total</b>				<b><u>\$303,845.73</u></b>

<u>February-08</u>	<u>MILES DRIVEN</u>	<u>GALLONS GAS PURCHASED</u>	<u>GALLONS DIESEL PURCHASED</u>
<u>#1 P/U 4WD</u>			
<u>#3 P/U 4WD</u>	263	52.6	
<u>07-03 P/U 4WD</u>	866		116
<u>09-03 P/U 4WD</u>	986		109
<u>#2 P/U 2WD</u>	107	20	
<u>#6-00 BACKHOE</u>			44
<u>#9 DUMP</u>			
<u>#10 DUMP</u>			
<u>#11 DUMP</u>	125	28	
<u>#12-02 DUMP</u>	957		191.9
<u>#12-04 DUMP</u>	1102		288.66
<u>#12-99 GENERATOR</u>			
<u>#9-02 BRUSH HOG</u>			
<u>#17 CASE BACKHOE</u>			13
<u>#19 JD TRACTOR</u>			
<u>#06-99 BUCKET TRUCK</u>			
<u>#21 WOOD CHIPPER</u>			
<u>#23 STREET SWEEPER</u>			
<u>#42 ASPHALT HEATER</u>			
<u>#37 TRAIL ARROW</u>			
<u>#10-98 3" PUMP</u>			
<u>#28A 3" PUMP</u>			
<u>3" PUMP</u>			
<u>#30 4" PUMP</u>			
<u>#31 4" PUMP</u>			
<u>#32 4" PUMP</u>			
<u>1" PUMP</u>			
<u>S-10</u>	280	18	
<u>TOTAL</u>	4686	118.6	762.56

DPS ACTIVITY - FEBRUARY 2008

EMPLOYEE	REG	HOL	VAC	ABSENT	OT	DT
<b>101-GENERAL FUND</b>						
172.0 EXECUTIVE						
253.0 TREASURER						
257.0 ASSESSOR						
262.0 ELECTIONS						
410.0 BLG-ADMIN-OBRIEN	72.12	4.00		3.88		
781.0 AMPHI-PARK						
782.0 WINSHALL PARK	2.00		1.11	0.11		
783.0 WINSHALL GARBAGE						
783.0 ELMS PARK	40.00	1.16	6.37	0.60		
783.0 ELMS GARBAGE						
784.0 BICENT. PARK						
790.0 LIBRARY/SENIOR	45.50	0.60	0.33	0.01		
792.0 P S BLDG	39.50	1.69		0.04		
793.0 CITY HALL	42.50	0.13	1.11	0.11		
794.0 COMM PROMO	2.00	0.36				
796.0 CEMETERY						
<b>202-MAJOR STREET FUND</b>						
429.0 SAFETY						
463.0 STREET MAIN	52.00	2.37	11.56	1.53		
474.0 TRAFFIC						
478.0 SNOW & ICE	83.00	4.02	4.49	1.18	66.50	3.00
482.0 ADMIN						
<b>203-LOCAL STREET FUND</b>						
429.0 SAFETY						
463.0 STREET MAIN	27.00	1.33	4.44	0.65		
474.0 TRAFFIC	40.50	0.25				
478.0 SNOW & ICE	187.50	8.58	13.29	2.76	38.00	
482.0 ADMIN	11.56	0.68		1.37		
<b>226-GARBAGE FUND</b>						
528.0 COLLECT	12.00	1.19	0.11	0.11		
530.0 WOODCHIPPING						
<b>590-WATER</b>						
540.0 WATER SYSTEM	8.50	0.57		0.21		
540.0 WATER-ON CALL						
542.0 READ & BILL	230.79	15.50	14.73	11.14		
<b>591-SEWER</b>						
536.0 SEWER SYSTEM	71.22	4.50	0.39	7.32		
536.0 SEWER-ON CALL						
537.0 LIFT STATION	10.00	0.37	0.73	0.03		
542.0 READ & BILL	38.06	2.22		1.93		
<b>661-MOTOR POOL FUND</b>						
795.0 CITY GARAGE	80.50	6.48	1.34	0.77	0.50	
	1,096.25	56.00	60.00	33.75	105.00	3.00
HOLIDAY						
VACATION						
ABSENT						
<b>DAILY HOURS TOTAL</b>	<b>1,096.3</b>	<b>56.0</b>	<b>60.0</b>	<b>33.8</b>	<b>105.0</b>	<b>3.0</b>

City of Swartz Creek

Work Order Number	Status	Location ID Cycle Section	Customer Name Service Address	Date Recd Date Comp	Work Order Type 1 Work Order Type 2	Hours Fees
1710	C	DO10-005393-0000-01 FIN FIN	WILLIAM BRODERICK 5393 DON SHENK DRIVE	02/01/2008 02/04/2008	W-TURN OFF	0 0.00
1711	C	CA10-008354-0000-01 CC1 001	SWARTZ CREEK ADMIN BLDG 8354 CAPPY LANE	02/04/2008 02/05/2008	GWO	0 0.00
1712	C	EL10-003498-0000-01 FIN FIN	LILLIAN RIDLEY 3498 ELMS ROAD	02/05/2008 02/06/2008	W-TURN OFF Read	0 0.00
1713	C	MI10-005397-0000-03 FIN FIN	TIMOTHY CRANDALL 5397 MILLER RD	02/07/2008 02/07/2008	Read	0 0.00
1714	C	IN10-008115-0000-02 FIN FIN	ROY COOPER 8115 INGALLS STREET	02/11/2008 02/11/2008	W-TURN OFF Read	0 0.00
1715	C	MI10-006133-0000-05 FIN FIN	HOLYFIELD LYNN 6133 MILLER RD	02/11/2008 02/11/2008	FINAL READ	0 0.00
1716	C	MO10-005280-0000-02 FIN FIN	TNT POURED WALLS, INC. 5280 MORRISH ROAD	02/12/2008 02/12/2008	Read	0 0.00
1717	X	WA10-007435-0000-02 CC1 001	DAVID MACAULEY 7435 WADE STREET	02/12/2008 00/00/0000	W-TURN OFF Read	0 0.00
1718	C	CH20-008475-0000-01 FIN FIN	GERALD BRITTON 8475 CHESTERFIELD DRIVE	02/12/2008 02/20/2008	W-TURN OFF Read	0 0.00
1719	C	MI10-008048-0000-01 CC1 004	TERRY GROVES 8048 MILLER RD	02/13/2008 02/13/2008	W-TURN OFF W-TURN ON	0 0.00
1720	C	CH10-009087-0000-05 FIN FIN	CORNELIO CAMPA 9087 CHELMSFORD DRIVE	02/13/2008 02/13/2008	Read	0 0.00
1721	C	MI10-007139-0000-01 CC1 004	CLARENCE WILLING 7139 MILLER RD	02/13/2008 02/14/2008	Read	0 0.00
1722	C	SP10-004420-0000-02 FIN FIN	S ABIGAIL RILEY 4420 SPRINGBROOK DR	02/13/2008 02/14/2008	FINAL READ	0 0.00
1723	C	IT10-004935-B013-01 CC1 001	MARI-DAN MILLER FARMS 4935 ITA COURT # B013	02/15/2008 02/19/2008	W/REPAIRS	0 0.00
1724	C	PA10-007163-0000-02 FIN FIN	JEFF MARTIN 7163 PARK RIDGE PKY	02/15/2008 02/19/2008	FINAL READ	0 0.00
1725	C	CI10-008100-0000-01 CC1 001	PUBLIC SAFETY BUILDING 8100 CIVIC DRIVE	02/15/2008 02/19/2008	GWO	0 0.00
1726	C	PA10-007024-0000-01 CC1 013	DONALD RHOADES 7024 PARK RIDGE PKY	02/19/2008 02/19/2008	GWO	0 0.00
1727	C	MA20-008034-0000-01 CC1 001	MICHAEL SEVICK 8034 MAPLE STREET	02/18/2008 02/18/2008	SEWER	0 0.00
1728	C	HA10-005026-0000-03 FIN FIN	CROUCH 5026 HAYES STREET	02/20/2008 02/21/2008	FINAL READ GWO	0 0.00
1729	C	DO10-005380-0000-01 FIN FIN	TODD BATZLOFF 5380 DON SHENK DRIVE	02/20/2008 02/21/2008	FINAL READ	0 0.00
1730	C	MA20-008034-0000-01 CC1 001	MICHAEL SEVICK 8034 MAPLE STREET	02/21/2008 02/25/2008		0 0.00
1731	P	LU10-009150-0000-03 CC1 007	LAURA SHARPLES 9150 LUEA LANE	02/21/2008 00/00/0000		0 0.00
1732	C	HA10-005038-0000-01 FIN FIN	TERRY DURISH 5038 HAYES STREET	02/22/2008 02/22/2008	FINAL READ	0 0.00

WORK ORDER REPORT - SUMMARY  
 FEBRUARY 2008

Date: 03/03/08  
 Time: 11:22am  
 Page: 2

City of Swartz Creek

Work Order Number	Status	Location ID		Customer Name Service Address	Date Recd	Work Order Type 1		Hours Fees
		Cycle	Section		Date Comp	Work Order	Type 2	
1733	C	WO10-005168-0000-01	CC1 001	MARK VAUGHAN 5168 WORCHESTER DRIVE	02/22/2008 02/25/2008			0 0.00
1734	C	HO10-005032-0000-02	CC1 001	STEVEN HUNT 5032 HOLLAND DRIVE	02/25/2008 02/25/2008	GWO		0 0.00
1735	P	GR20-007476-0000-01	CC1 002	LOUIS GARDINER 7476 GROVE STREET	02/25/2008 00/00/0000	GWO		0 0.00
1736	C	GR10-005180-0000-01	CC1 001	VICKI LONG 5180 GREENLEAF DRIVE	02/25/2008 02/25/2008			0 0.00
1737	C	DU10-005299-0000-03	CC1 002	MELISSA HAMILTON 5299 DURWOOD DRIVE	02/27/2008 02/27/2008	Read		0 0.00
1738	C	AS10-000084-0000-01	CC1 009	ASUSAN HECKMAN 84 ASHLEY CIR	02/27/2008 02/27/2008			0 0.00
1739	C	WI10-005390-0000-02	CC1 001	DONNA OAKMAN 5390 WINSHALL DRIVE	02/27/2008 02/28/2008			0 0.00
1740	C	MY10-004289-0000-02	CC1 017	AMERICAN ASSOC INC 4289 MAYA LN	02/27/2008 02/29/2008	Read		0 0.00

DATE: FEBRUARY 26, 2008  
TIME: 7:00 PM  
LOCATION: STATION 1  
SUBJECT: SWARTZ CREEK AREA FIREBOARD AGENDA



- I. CALL TO ORDER
  - A. PLEDGE OF ALLEGIANCE
  - B. ROLL CALL
  - C. ADDITIONS/CHANGES/DELETIONS AND AGENDA APPROVAL:
  - D. SPECIAL PRESENTATIONS/ANNOUNCEMENTS:
    - 1. Mr. Mark Nottley, of Rehmann Robson
  
- II. APPROVAL OF MINUTES
  - A. JANUARY 21, 2008 MEETING:
  
- III. CORRESPONDENCE:
  - A. JANUARY INCIDENT SUMMARY REPORT:
  
- IV. PROFESSIONAL SERVICE REPORTS:
  - A. JANUARY FINANCIAL REPORT:
  - B. JANUARY BILLS LIST:
  
- V. COMMITTEE REPORTS:
  - A. BY-LAWS COMMITTEE - Chairman Mike Messer, Boots Abrams, Richard Derby, Bill Cavanaugh and Brent Cole:
    - 1. Purchasing Policy status report:
  
  - B. MIOSHA, FIREFIGHTER RIGHT TO KNOW (RTK) COMMITTEE: (Chairman Michael Messer, Richard Derby, Rick Clolinger and Brent Cole)
    - 1. HEALTH AND SAFETY SUBCOMMITTEE: Chairman Michael Messer (Members Chief Cole, Assistant Chief Merriam, Captain Tabit, Lieut. Jones & FF VanArsdale)
  
- VI. OLD BUSINESS:
  - A. APPARATUS UPDATE from Battalion Chief Jack King-
    - 1. Monthly apparatus status report attached
  
  - B. FIRE DEPARTMENT AND FIRE CHIEF EVALUATION STATUS:
  
  - C. SCBA RFP (Request for Proposal):  
Attached is the original RFP form submitted to current NFPA compliant vendors. At time this document was distributed, the results had not yet been received. Results will be presented at the meeting.

VII. NEW BUSINESS:

- A. NEW MEMBERS FOR PLACEMENT ON PROBATION: none
- B. MEMBERS ELIGIBLE TO COME OFF PROBATION: none
- C. MEMBERS RESIGNING/TERMINATING: none
- D. MEMBERS ELIGIBLE FOR REINSTATEMENT: none

E.

F.

VIII. GENERAL INFORMATION:

- A. MUNICIPAL BILLINGS for January.
- B. The flower fund balance is currently \$0.00. Mary Niles funeral flowers cost \$40.00, paid January 22, 2008.
- C. The Annual Financial Audit was performed on February 21.
- D. January 17, 2008 City's Internet Connection letter from City Manager Bueche received January 28, 2008
- E. Thank you note from Niles Family received January 29, 2008
- F. SOG 611, Carbon Monoxide Response update. A copy of the corrections and a copy of the final draft are attached.
- G. Thank you Valentine from Alarm 16, February 8, 2008.

H.

I.

J.

K.

L.

IX. OPEN TO THE PUBLIC:

X. COMMENTS OF FIRE DEPARTMENT PERSONNEL (THROUGH THE CHIEF AND/OR HIS DESIGNATE:

XI. CHAIN OF COMMAND APPEAL TO THE FIREBOARD:

XII. COMMENTS FROM FIREBOARD MEMBERS:

XIII. MEETING ADJOURNMENT:

# REGULAR MEETING

JANUARY 21, 2008

## SWARTZ CREEK AREA FIRE DEPARTMENT

The regular scheduled meeting of the Swartz Creek Area Fire Board was held at Station #2, January 21, 2008. Chairman, Jason Christie, called the meeting to order at 7:00p.m.

### I. CALL TO ORDER:

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL

### Board Members Present:

- Chairman, Jason Christie
- Vice Chairman, Mike Messer
- Secretary/Treasurer, Boots Abrams
- Clayton Representative, Richard Derby
- Clayton Representative, Norvel Johnson
- City Representative, Rick Clolinger

### Board Members Absent:

- Clayton Representative, Rod Shumaker

### Staff Present:

- Fire Chief, Brent Cole
- Asst. Chief, Eric Merriam
- Acct./Clerical, Kim Borse
- Attorney, Bill Cavanaugh

### Staff Absent:

### Others Present:

- Jack King, Batt. Chief
- Bob Plumb, Firefighter
- Karen Merriam, Firefighter
- Jeff Kelly, Firefighter
- Brendt Cole, Lieutenant
- Rich Tesner, Lieutenant
- Barbara Johnson, Clayton Twp
- Penny Messer, Clayton Twp
- Jamie Adams, Swartz Creek
- Don Adams, Swartz Creek

### C. AGENDA: ADDITIONS/CHANGES/DELETIONS/APPROVAL:

- **Resolution 012108-01**  
Motion by Norvel Johnson  
Second by Boots Abrams

The SCAFD Board does hereby approve the addition of VIII. F. to the agenda and approve the agenda as amended

YES: Abrams, Clolinger, Derby, Johnson, Messer, Christie  
NO: None Motion declared carried

D. SPECIAL PRESENTATIONS: B. Johnson of the Swartz Creek Woman's Club presented the Swartz Creek Area Firefighters' Association with a check for \$750.00 to purchase CPR mannequins.

### II. APPROVAL OF MINUTES

#### A. DECEMBER 17, 2007 BOARD MEETING

Call to order time should be 6:00pm

- **Resolution 012108-02**  
Motion by Mike Messer  
Second by Norvel Johnson

The SCAFD Board does hereby approve the minutes of the December 17, 2007 board meeting, as corrected.

YES: Abrams, Clolinger, Derby, Johnson, Messer, Christie  
NO: None Motion declared carried

### III. CORRESPONDENCE:

#### A. DECEMBER INCIDENT SUMMARY REPORT:

- **Resolution 012108-03**  
Motion by Rick Derby  
Second by Norvel Johnson

The SCAFD Board does hereby accept the December 2007 Incident Summary, as presented

YES: Abrams, Clolinger, Derby, Johnson, Messer, Christie  
NO: None Motion declared carried

**IV. PROFESSIONAL SERVICE REPORTS:****A. DECEMBER FINANCIAL STATEMENT:**

- **Resolution 012108-04**

Motion by Boots Abrams

Second by Mike Messer

The SCAFD Board does hereby approve the December 2007 financial statement with year end transfers, as presented

YES: Abrams, Clolinger, Derby, Johnson, Messer, Christie

NO: None Motion declared carried

**B. DECEMBER BILLS LIST:**

- **Resolution 012108-05**

Motion by Norvel Johnson

Second by Boots Abrams

The SCAFD Board does hereby approve the December 2007 bills list, as presented.

YES: Abrams, Clolinger, Derby, Johnson, Messer, Christie

NO: None Motion declared carried

**V. COMMITTEE REPORTS:****A. BY-LAWS COMMITTEE MEETING:**

1. **PURCHASING POLICY:** Atty Cavanaugh presented findings

- **Resolution 012108-06**

Motion by Rick Clolinger

Second by Boots Abrams

The SCAFD Board does hereby direct the Chair to obtain copies of the municipalities purchasing policies to the Atty and bring back a hybrid policy to the next board meeting.

YES: Abrams, Clolinger, Derby, Johnson, Messer, Christie

NO: None Motion declared carried

**B. MIOSHA, RIGHT TO KNOW COMMITTEE: NONE**

1. **HEALTH & SAFETY SUBCOMMITTEE: NONE**

**VI. OLD BUSINESS****A. APPARATUS UPDATE:**

1. **Monthly report from Batt. Chief King**

**B. FIRE DEPARTMENT EVALUATION STATUS:**

- **Resolution 012108-07**

Motion by Rick Clolinger

Second by Norvel Johnson

The SCAFD Board does hereby accept the Fire Department/Fire Chief Evaluation as a guidance tool for the direction of the department.

YES: Abrams, Clolinger, Derby, Johnson, Messer, Christie

NO: None Motion declared carried

- **Resolution 012108-08**

Motion by Boots Abrams

Second by Norvel Johnson

The SCAFD Board does hereby direct the Chief to bring an SCBA comparison report to the next regular board meeting.

YES: Abrams, Clolinger, Derby, Johnson, Messer, Christie

NO: None Motion declared carried

**VII. NEW BUSINESS**

**A. MEMBER TO BE PLACED ON PROBATION: None**

**B. MEMBER TO COME OFF PROBATION: None**

**C. MEMBERS RESIGNING/TERMINATING: None**

**D. MEMBERS ELIGIBLE FOR REINSTATEMENT: None**

**VIII. GENERAL INFORMATION**

**A. MUNICIPAL BILLINGS**

**B. FLOWER FUND IS CURRENTLY \$40.00**

**C. CORRECTED COPY OF 2008 FIREBOARD MEETING SCHEDULE**

**D. 2008 SIREN TESTING SCHEDULE**

**E. REVISED SOG 414 AND 426**

**F. 2007 ANNUAL INVENTORY**

**IX. OPEN TO THE PUBLIC: NONE**

**X. COMMENTS OF FIRE DEPARTMENT PERSONNEL, THROUGH THE CHIEF: NONE**

**XI. CHAIN OF COMMAND APPEAL TO THE FIRE BOARD: NONE**

**XII. COMMENTS OF THE FIREBOARD:**

- Derby: Woman's Club did a very commendable job raising money for mannequins, thank you
- Abrams: Thank you to the Johnsons for chairing the chili dinner fundraiser  
Appreciate those that helped with the bike-a-thon also  
Former fireboard member Mary Niles passed away
- Johnson: None
- Messer: Echoes Derby's expression of thanks to woman's club
- Clolinger: Thank you to Woman's Club  
Evaluation pointed out we have a good department/chief  
Thinks Brent is a good chief  
Will continue to challenge regarding the spending of public funds
- Christie: Thank you to Woman's Club  
Is evaluating his role as Chairman of the Fireboard and thinks good time for everyone to find improvement  
Board should strive to be more than status quo

**XIII. ADJOURNMENT OF MEETING:**

Meeting adjourned at 8:15 p.m.

The next regular meeting will be 02/18/2008 at Station 1 at 7:00 pm

JASON CHRISTIE  
CHAIRMAN  
SWARTZ CREEK AREA FIRE BOARD

KIM BORSE  
ACCOUNTING/CLERICAL SPECIALIST  
SWARTZ CREEK AREA FIRE DEPT.

SWARTZ CREEK AREA FIRE DEPT, SWARTZ CREEK MICHIGAN 48473

Incident Log for 01/01/2008 through 01/31/2008

Printed: 02/07/2008

Inc. No. - Exp. Location	Date	Disp. Time	Sta. Incident Type	Owner Name	No. Resp Prop. Loss	Disp. to Enrte. Min.	Resp. Min. Cont. Loss	Total Hr:Min:Sec
0000001-000 7277 106th. ST	01/02/2008	17:20	12 611 AMA to Flushing, cancelled		15 \$ 0	0.00 \$ 0	1.00	0:20:00
					MERRIAM, ERIC M - ASSISTANT			
0000002-000 1700 Cedarwood DR Prudence Deal	01/03/2008	05:02	12 611 AMA to Fluching, Canceled		8 \$ 0	0.00 \$ 0	0.00	0:16:00
					TREIGER, MICHAEL P - LIEUTENANT			
0000003-000 1401 Coutant ST	01/04/2006	03:46	12 111 AMA to Flushing; structure		18 \$ 0	0.00 \$ 0	18.00	2:09:00
0000004-000 8100-B Civic DR	01/07/2008	21:27	12 815 Tornado Watch		5 \$ 0	0.00 \$ 0	3.00	2:16:00
					COLE, BRENDT J - LIEUTENANT			
0000005-000 Corunna and Corunna & Morrish	01/10/2008	04:38	2 531 Smoke smell		12 \$ 0	0.00 \$ 0	4.00	0:10:00
					MERRIAM, ERIC M - ASSISTANT			
0000006-000 124 N Cherry ST Sara	01/19/2008	17:49	12 611 AMA to Flushing; cancelled		18 \$ 0	0.00 \$ 0	4.00	0:09:00
					MERRIAM, ERIC M - ASSISTANT			
0000007-000 4433 Windsor CT	01/20/2008	19:39	1 651 Odor investigation		22 \$ 0	0.00 \$ 0	6.00	0:15:00
					KING, JACK L - BATT CHIEF			
0000008-000 7502 River RD	01/20/2008	21:15	12 111 Building fire		23 \$ 0	0.00 \$ 0	15.00	0:50:00
0000009-000 501 SHARON DR	01/21/2008	10:33	12 611 AMA to Flushing, cancelled		13 \$ 0	0.00 \$ 0	0.00	1:12:00
0000010-000 1325 N Morrish RD MR Vern Osgood	01/26/2008	20:25	2 650 Reported Structure=False; AMA rec'd		17 \$ 0	0.00 \$ 0	12.00	0:40:00
					KING, JACK L - BATT CHIEF			
0000011-000 In front of 9061 Miller RD MR DUSTIN R HEMMINGWAY	01/27/2008	12:53	1 131 Passenger vehicle fire		17 \$ 2,000	6.00 \$ 0	7.00	0:42:00
					KING, JACK L - BATT CHIEF			
0000012-000 1232 N Morrish RD MR patrick lehr	01/29/2008	21:47	2 444 Lines arching ,Not down		18 \$ 0	0.00 \$ 0	13.00	0:53:00
					PLUMB, DAVID J - CAPTAIN/EM			
0000013-000 8270 N Morrish RD	01/30/2008	10:14	12 111 Building fire		16 \$ 0	0.00 \$ 0	10.00	1:56:00

Incidents by Shift Including Exposures

No. Resp.	Total Hr:Min	Prop. Loss	Cont. Loss	0	1	2	3	4
Totals: 202	11:48:00	\$ 2,000	\$ 0	0	3	7	3	0

The total number of incidents, including exposure fires is 13.

The number of exposure fires is 0.

4

SWARTZ CREEK AREA FIRE DEPARTMENT  
Income/Expense Report  
For the One Month Ending January 31, 2008

	Description	Current Mth	Y-T-D	Budget	Remain.Budget	% Budget
<b>Revenues</b>						
3582	OPERATING CONTRIBU	111,850.00	111,850.00	252,350.00	140,500.00	(0.44)
3583	EQUIPMENT CONTRIBU	0.00	0.00	45,350.00	45,350.00	0.00
3628	MISC. INCOME (SUNDR	0.00	0.00	0.00	0.00	0.00
3664	INVESTMENT INCOME	19.92	19.92	300.00	280.08	(0.07)
3673	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00
	<b>Total Revenues</b>	<b>111,869.92</b>	<b>111,869.92</b>	<b>298,000.00</b>	<b>186,130.08</b>	<b>(0.38)</b>
<b>Expenses</b>						
4703	SOCIAL SECURITY	1,214.02	1,214.02	12,000.00	10,785.98	0.10
4704	STAFF SALARIES	3,313.01	3,313.01	45,000.00	41,686.99	0.07
4705	MAIN/TRAIN-SALARIES	0.00	0.00	14,100.00	14,100.00	0.00
4706	OFFICER SALARIES	0.00	0.00	15,000.00	15,000.00	0.00
4707	FIREFIGHTERS SALARY	0.00	0.00	74,000.00	74,000.00	0.00
4708	DEFERRED COMPENSA	0.00	0.00	3,450.00	3,450.00	0.00
4709	MEDICAL-FIREFIGHTER	0.00	0.00	6,650.00	6,650.00	0.00
4727	OFFICE SUPPLIES	101.60	101.60	2,900.00	2,798.40	0.04
4728	BUILDING SUPPLIES	0.89	0.89	900.00	899.11	0.00
4740	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00
4741	EQUIPMENT SUPPLIES	161.43	161.43	9,500.00	9,338.57	0.02
4801	CONTRACT SERVICES	105.00	105.00	8,000.00	7,895.00	0.01
4820	80th Anniversary	0.00	0.00	0.00	0.00	0.00
4850	COMMUNICATIONS	10.00	10.00	4,650.00	4,640.00	0.00
4910	INSURANCE	17,234.00	17,234.00	29,900.00	12,666.00	0.58
4920	UTILITIES	397.23	397.23	16,000.00	15,602.77	0.02
4960	EDUCATION & TRAININ	1,260.00	1,260.00	11,200.00	9,940.00	0.11
4970	OFFICE EQUIPMENT	0.00	0.00	240.00	240.00	0.00
4976	FIRE EQUIPMENT	0.00	0.00	15,060.00	15,060.00	0.00
4978	FIRE EQUIP.-MAINT/REP	537.42	537.42	17,725.00	17,187.58	0.03
4979	FIRE EQUIPMENT-UPGR	0.00	0.00	10,275.00	10,275.00	0.00
4981	APPARATUS	0.00	0.00	0.00	0.00	0.00
4982	Loose Equip. New Apparatu	0.00	0.00	0.00	0.00	0.00
4983	Misc. Upgrades	0.00	0.00	0.00	0.00	0.00
4984	COMPUTER EQUIPMEN	0.00	0.00	900.00	900.00	0.00
4988	COMPUTER SOFTWARE/	300.00	300.00	550.00	250.00	0.55
4999	RESERVE	0.00	0.00	0.00	0.00	0.00
	<b>Total Expenses</b>	<b>24,634.60</b>	<b>24,634.60</b>	<b>298,000.00</b>	<b>273,365.40</b>	<b>0.08</b>
	Net Income/<Loss>	87,235.32	87,235.32	0.00		
3400	FUND BALANCE-Beginni	0.00	11,009.29	0.00		
	Fund Balance-End of Year	87,235.32	98,244.61	0.00		

**SWARTZ CREEK AREA FIRE DEPARTMENT  
BILLS PAID LIST**

					31-Jan-08
DATE:	CHECKS	PAYEE:	AMT	ACCT	TRANSACTION DESCRIPTION
1/1/2008	14555	ICMA	\$67.41	22023	DF COMP EE PORTION
1/1/2008	14556	PAYROLL	\$952.93	1002	PAYROLL-STAFF
1/1/2008	14557	STEVENSON COMPANY	\$17,234.00	4910	FLEET INSURANCE
1/7/2008	14560	AIR SOURCE ONE	\$537.42	4978	M/A AIR QUALITY
1/7/2008	14561	ALLIED 100	\$183.80	4741	AED QUICK CONNECTS
1/7/2008	14562	BUSINESS MICRO RESOURCE	\$300.00	4988	FIRETOOLS UPDATE
1/7/2008	14563	CHASE BANK	\$2,469.94	22021	12/07 SOC SEC
1/7/2008	14564	CLAYTON TWP	\$28.06	4920	SEWER STA 2 11/07
1/7/2008	14565	DOUGLASS SAFETY	\$9,402.00	4976	TURN OUT GEAR
			\$153.23	4727	SHIPPING
1/7/2008	14566	SCAFA	\$418.00	22024	ASSOC DUES
			\$50.00	22025	ASSOC PAGERS
1/7/2008	14567	MI STATE DISBURSEMENT UNIT	\$98.79	22026	FRIEND OF THE COURT
1/7/2008	14568	GILL ROYS	\$16.02	4741	FASTENERS
1/7/2008	14569	MI CHAPTER IAAI	\$75.00	4960	MEMBERSHIP
1/7/2008	14570	ICMA	\$339.49	22023	DF COMP EE PORTION
	(INTERNTL CITY/COUNTY MGT ASSOC.)		\$199.25	4708	DF COMP ER PORTION
1/7/2008	14571	J&K CANVAS	\$22.20	4741	LASHING HOOKS & CORD
1/7/2008	14572	TRUDY ONORE	\$45.00	4801	CLEANING SERVICES
1/7/2008	14573	CAREY ONORE	\$60.00	4801	CLEANING SERVICES
1/7/2008	14574	PAYROLL	\$5,210.21	1002	PAYROLL-FF
1/7/2008	14575	PETTY CASH	\$2.33	4727	POSTAGE
			\$13.41	4741	EQUIPMENT SUPPLIES
			\$10.00	4801	CLEANING SERVICES
1/7/2008	14576	STATE OF MICHIGAN	\$346.46	22022	12/07 STATE TAX
1/7/2008	14577	SUBURBAN AUTO	\$9.68	4741	FUSE/TERMINAL
1/7/2008	14578	VALLEY PETROLEUM	\$37.38	4741	FUEL
1/7/2008	14579	VERIZON	\$274.34	4850	PHONE SERVICE STA 1 & 2
1/14/2008	14580	APOLLO FIRE EQUIPMENT	\$324.00	4976	AKRON NOZZLE
			\$199.68	4978	REPAIR PARTS
			\$7.25	4727	SHIPPING
1/14/2008	14581	CONSUMERS ENERGY	\$826.04	4920	UTILITIES STA 2-12/07
1/14/2008	14582	ICMA	\$69.42	22023	DF COMP EE PORTION
1/14/2008	14583	MI STATE FIREMENS ASSOC	\$75.00	4960	2008 MEMBERSHIP DUES
1/14/2008	14584	NFPA	\$795.00	4960	NAT'L FIRE CODE UPDATES
1/14/2008	14585	NYE UNIFORM	\$351.00	4976	DRESS UNIFORM CAPS/TIES
			\$9.50	4727	SHIPPING
1/14/2008	14586	PAYROLL	\$1,067.61	1002	PAYROLL-STAFF
1/14/2008	14587	VISA	\$402.27	4741	OFFICE SUPPLIES/POSTAGE
			\$155.65	4728	BUILDING SUPPLIES
			\$133.99	4988	SOFTWARE PURCHASE
			\$15.21	4728	PHOTO DEVELOPMENT
1/21/2008	14588	CITY OF SWARTZ CREEK	\$425.29	4920	UTILITIES STA 1-12/07
1/21/2008	14589	NYE UNIFORM	\$716.40	4960	DRESS UNIFORMS

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AS OF: February 20, 2008  
 TO: Swartz Creek Area Fireboard  
 RECORDED BY: Fire Chief Brent Cole  
 SUBJECT: Current Apparatus Readiness Status

Unit	Type	Assignment	Status
11	98 Pumper	Station 1	In service. <b>Jan. 28:</b> BC King contacted Halt Fire to check on replacing the passenger windshield which has crack from top to bottom along the outside curve in the glass. Shipment arrival expected in 3-4 days. Glass installation companies contacted for prices. Laptop dispatch software installed. <b>Feb. 5:</b> Replaced right windshield. Total cost less than \$500 deductible.
12	91 Pumper	Station 2	Out of service. <b>Jan. 28:</b> Laptop dispatch software installed.
16	91 Squad	Station 1	In service. <b>Jan. 29:</b> Laptop dispatch software installation failed. 911 contacted by email. <b>Feb. 11:</b> Spider crack discovered on passenger side half of windshield. Insurance company contacted to determine if stop repair would be paid for. Insurance will reimburse for spider crack stop repair. If replaced, \$500 deductible would apply. BC King given permission to have crack stop repair done. <b>Feb. 12:</b> Dispatch software successfully installed by 911.
17	79 Grass Rig	Station 1	In service.
21	99 Pumper	Station 2	In service. <b>Jan. 29:</b> Laptop dispatch software installed.
23	92 Tanker	Station 2	In service. <b>Feb. 14:</b> BC King installed battery trickle charger.
26	93 Squad	Station 2	In service.
27	79 Grass Rig	Station 2	In service. <b>Feb. 20:</b> Replaced drivers side window molding.

## **NOTICE OF INTENT TO ACCEPT PROPOSALS FOR SELF CONTAINED BREATHING APPARATUS**

### **SCOPE OF WORK**

The Swartz Creek Area Fire Department (referred to as the "SCAFD") is requesting proposals, for budgetary and grant writing purposes, from qualified companies to provide self contained breathing apparatus (SCBA) consisting of the following major sub-assemblies: 1) cylinder (30 minute carbon fiber type) and valve assembly for storing breathing air under pressure; 2) full face piece; 3) primary first stage pressure reducer; 4) an integrated second stage regulator in the mask capable of submersion for disinfecting; 5) a harness and back frame assembly for supporting the equipment on the body of the wearer; 6) a shoulder strap mounted, remote gauge indicating cylinder pressure; 8) a shoulder mounted voice amplification system; 9) an enclosed buddy breather hose system for firefighter rescue, pouches are not acceptable; 10) dual PASS alarms; 11)electronics shall be powered by a single type power source; 12) any additional components that make the unit September-2007 NFPA compliant. Proposal shall include 1) 2 fully functional RIT bags with carbon fiber 1 hour cylinders; 2) a complete fit testing system for the facepiece; 3) any software/hardware upgrades to the Posi-Check 3 test bench; 4) 24 additional facepieces in various sizes; 5) 16 spare carbon fiber 30 minute cylinders; 6) current ISI cylinders will be used or retro fitted for use in proposed SCBA. If this is not possible, the total number of additional cylinders shall be increased to 26. The successful bidder must be a factory-authorized distributor to sell the equipment specified herein.

The self-contained breathing apparatus shall meet all applicable NFPA standards for Open Circuit SCBA for Firefighters, September 2007 edition, as well as NIOSH and OSHA requirements.

The equipment being offered by the vendor shall be the most recent model available. Any optional components, which are required in accordance with the contract specifications, shall be considered standard equipment for purposes of this solicitation. Demonstrator models will not be accepted. Omission of any essential detail from these specifications does not relieve the vendor from furnishing a complete unit. The engineering, materials and workmanship associated with effort performed hereunder shall exhibit a high level of quality and appearance consistent with or exceeding industry standards.

Vendor shall supply the SCAFD with comprehensive repair and parts manuals which identify the component parts and which describe the appropriate process for repairing the equipment purchased by the SCAFD in conjunction with this solicitation. The manuals shall be supplied prior to, or upon, delivery of the equipment.

**TRAINING**

The initial training on the operation of the equipment for each fire department for all fire personnel shall be a minimum of three (3) day classes and four (3) night classes on mutually agreed dates. Additional training shall also be provided to include, but not be limited to, maintenance and repair of the equipment for up to six (3) departmental personnel every two years following the purchase at no cost. All training shall be provided by a factory-trained instructor. Troubleshooting specific problems shall be covered. Training will be both hands on and class room. Training will be conducted at the SCAFD or a mutually agreed upon site. Day and evening classes will be required. All training will be provided at no cost to the SCAFD

**WARRANTY**

The units shall be covered by a warranty providing protection against defects in materials or workmanship. Vendors are requested to provide a copy of their warranty with the proposal.

The SCAFD reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more companies.

**GENERAL CONDITIONS**

All proposals will be evaluated and ranked. The SCAFD reserves the right to reject any and all proposals or to make an award based directly on the proposals. The SCAFD reserves the right to negotiate separately with any proposer when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counter-offer on the part of the SCAFD. If a firm is selected for the award, it will be chosen on the basis of the apparent greatest benefit to the SCAFD.

The SCAFD reserves the right to interview and request demonstrations and sample product from any number of qualifying providers as part of the evaluation process. The decision of which provider to contact (if any) will be based on the most qualified, cost effective and experienced provider(s) determined in the evaluation process. The SCAFD reserves the right to select, and subsequently recommend for award, the proposed products/services which best meets its required needs, quality levels and budget constraints. If required, appropriate training and 2 demonstrator units with 2 spare cylinders will be provided for evaluation for a period of not less than 60 days. These units will be used in training as well as actual fire suppression activities. A request for demonstrator units should not be viewed as intent to purchase.

The SCAFD is not required to accept the lowest proposal in all or in part. The proposal award will not be based solely upon cost, but will be evaluated based upon criteria formulated around the most important features of the services, of which products design, ease of use, operability, references, or warranty/maintenance, may be overriding factors. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the SCAFD.

All proposals shall be discussed publicly at the date and time specified. Each shall be recorded with the name of the proposer. If no date has been established at the time of your proposal, you will be notified of the date and time of the meeting. No proposal will be accepted from any person, firm or corporation who is in arrears upon any obligation to the SCAFD or who otherwise may be deemed irresponsible or unreliable by the SCAFD.

All proposers are held to prices proposed for 180 days or award, whichever comes first, except the successful proposer whose prices shall remain firm through contract expiration.

Any deviation from the scope of work must be noted in the proposal.

The Request for Proposal document together with its addenda, amendments, attachments and modifications, when executed, becomes the contract or part of the contract between the parties.

Any proposal submitted which requires a down payment or prepayment of any kind prior to work completion and full acceptance as being in conformance with specifications will not be considered for award.

All costs incurred in the preparation and presentation of this proposal, in any way whatsoever, shall be wholly absorbed by the prospective firm. All supporting documentation shall become the property of the SCAFD, unless requested otherwise at the time of submission. The confidentiality or disclosure of any information submitted is governed by the Michigan FOIA. The SCAFD cannot promise, warrant or guarantee confidentiality nor that the information presented will be exempt from disclosure under the FOIA. The SCAFD may honor requests for confidentiality only to the extent that FOIA permits.

The SCAFD reserves the right to waive any informality in the proposal received, and to accept any proposal or part thereof, which it shall deem to be most favorable to the interests of the SCAFD.

Any deviation from the SCAFD specifications must be noted in the proposal.

Hold Harmless

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the SCAFD, its elected and appointed officials, employees and volunteers and others working in behalf of the SCAFD against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the SCAFD, its elected and appointed officials, employees, volunteers or others working in behalf of the SCAFD by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

## INSTRUCTIONS TO PROPOSERS

- The following pages include a vendor questionnaire to be completed. Each item must be completed with a response. Proposers not responding to any of the specifications or questions may be classified as unresponsive.
- Supplemental information may be attached to your proposal.
- Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Proposals must be requested with sufficient time allowed for a reply to reach all prospective proposers before the submission of their proposals. Any information given to a prospective proposer concerning the RFP will be furnished to all prospective proposers as an amendment or an addendum to the RFP, if such information would be of significance to uninformed proposers. The SCAFD shall make the sole determination as to the significance to uninformed proposers. Questions regarding the proposal **must** be made in writing prior to **Friday, February 15, 2008 at 12:00 (noon)**, at which time a response will be prepared and forwarded to all vendors.
- **PLEASE MARK YOUR ENVELOPES OR E-MAILS. RFP: – SELF CONTAINED BREATHING APPARATUS.**
- **NO FAXED PROPOSALS WILL BE ACCEPTED.**
- **TIMELY SUBMITTAL:** Proposals are accepted until **Wednesday, February 20, 2008, at 3:00 P.M.** Late submittals will not be accepted.
- The SCAFD reserves the right to reject any and all Request for Proposals (RFP), to waive any irregularity or informality in any RFP received, and to accept any RFP or part thereof, which shall be deemed to be most favorable to the interests of the SCAFD.

## VENDOR QUESTIONNAIRE

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

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

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

City: \_\_\_\_\_

Firm Established: \_\_\_\_\_ Years in Business: \_\_\_\_\_

Type of Organization: (Circle One)

- a. Individual
- b. Partnership
- c. Corporation
- d. Joint Venture
- e. Other

How many years has your company been providing self contained breathing apparatus?

\_\_\_\_\_

How many clients does your company currently serve with the type of services described?

\_\_\_\_\_

Please provide a list of the last 10-15 clients from recent sales of the proposed self contained breathing apparatus. Include name, address, phone number and contact person. Please include public sector and clients within the State of Michigan.

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Please provide a list and contact information of any fire departments you service that have been awarded grant money to purchase your units, and the amounts.

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



**Describe the self contained breathing apparatus's physical attributes.**

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**What self contained breathing apparatus manufacturers do you represent? State number of years you have been authorized to sell the manufacturers' product.**

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**Explain why this manufacturer's product (self contained breathing apparatus) will best meet the City's needs.**

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**Are you certified to repair the manufacturer's products as proposed? How long?**

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**Will our members that have been trained by your firm be able to complete ALL necessary or required repairs or routine maintenance?**

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**If not, who provides repair work? Provide name and address. What is the approximate length of time to accomplish repairs on self contained breathing apparatus?**

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**What is the delivery time that a minimum of 26 units shall be delivered F.O.B. to the SCAFD.**

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**What are the qualifications of your staff to be assigned as instructors for training?**

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**Describe the full scope of training that will be provided to City staff by your company.**

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**Describe the warranty for the self contained breathing apparatus as proposed, both by the manufacturer and the authorized sales company. Please provide a copy of written warranty with proposal submittal.**

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16

List any routine maintenance that needs to be completed on the self contained breathing apparatus.

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Provide information on continuous maintenance and/or service contracts.

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Provide a list of required parts and the subsequent cost of required routine maintenance replacement parts and their interval.

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Is your unit compatible with the BioSystems Posi-Ceck 3?

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If yes, please list the cost of any software/hardware upgrades that will be required to complete yearly testing of your SCBA.

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If no, please list the required equipment and cost for complete yearly maintenance and flow testing of your SCBA and RIT bags.

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Provide a copy of contract, if required.

Contract Provided:      Yes \_\_\_\_\_      No \_\_\_\_\_

Ability to meet insurance requirements.

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Yes \_\_\_\_\_ No \_\_\_\_\_

Provide the manufacturer's name, telephone number, model number, service manual number, parts list and brief description of all equipment and their basic operating features.

Provided Yes \_\_\_\_\_ No \_\_\_\_\_

Provide manufacturer's literature including manufacturer's operation and maintenance manual. The maintenance instructions shall list routine maintenance procedures, possible breakdowns and repairs and troubleshooting guide.

Provided Yes \_\_\_\_\_ No \_\_\_\_\_

**NOTICE OF INTENT TO ACCEPT  
PROPOSALS FOR SELF CONTAINED BREATHING APPARATUS**

**PROPOSAL FORM**

**Cost Proposal: Base Proposal**

Cost for Self Contained Breathing Apparatus must include all materials and equipment, for functional operation, shipping, training, and warranty – a total and complete product package. Do not break out freight separately. Quantities are estimates for the SCAFD.

**SELF CONTAINED BREATHING APPARATUS:**



2008 Pricing

<u>Product</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Extended Cost</u>
Self Contained Breathing Apparatus complete unit with NFPA-September 2007 compliance	26	\$ _____	\$ _____
RIT packs with cylinder and associated airlines	2	\$ _____	\$ _____

30 minute carbon fiber cylinder                      16                      \$ \_\_\_\_\_                      \$ \_\_\_\_\_

Face piece assemblies    24                      \$ \_\_\_\_\_                      \$ \_\_\_\_\_

Trade-Ins

The SCAFD currently has ISI Magnum brand self contained breathing apparatus & cylinders purchased between 1988 and 1999.

Self Contained Breathing Apparatus                      \$ \_\_\_\_\_/trade-in per unit

Cylinder    \$ \_\_\_\_\_/trade-in per unit

Face Piece    \$ \_\_\_\_\_/trade-in per unit

RIT bags with 1 hour cylinder                                      \$ \_\_\_\_\_/trade-in per unit

\*Proposals shall be U.S. currency only.

**List any exceptions/alternates to the specifications contained in this Request for Proposal.**

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The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide self contained breathing apparatus as described herein for the price set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services.

It is understood that all proposed prices shall remain in effect for at least one hundred eighty (180) days from the date of the proposal.

This proposal is genuine and not collusive or sham and that the proposer has not in any manner, directly or indirectly, agreed or colluded with any other firm or association to submit a sham proposal or to refrain from proposing or in any way fix this proposal or that of any other proposer or to secure any advantage against the SCAFD.

Representative's Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

City/State/Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Questions can be answered by calling 810 635-2300 or 810 397-3188  
Proposals can be mailed to:

Swartz Creek Area Fire Department  
SCBA Proposal  
8100-B Civic Dr.  
Swartz Creek MI, 48473

Or e-mail to: .

[scafd4105@comcast.net](mailto:scafd4105@comcast.net)

WARTZ CREEK AREA FIRE DEPARTMENT  
 06 B CIVIC DRIVE  
 WARTZ CREEK, MI 48473

**INVOICE**

Invoice Number: 2008-06  
 Invoice Date: Feb 7, 2008  
 Page: 1  
 Duplicate

Voic: 810/635-2300  
 Fax: 810/635-7461

Bill To: CITY OF SWARTZ CREEK  
 1093 CIVIC DRIVE  
 SWARTZ CREEK, MI 48473

Customer ID: CITY01 Customer PO: Due at end of Month  
 Shipping Method: Courier Ship Date: 2/29/08

Quantity	Item	Description	Unit Price	Amount
191.13	FIRE02	FIRE SERVICE 01/2008	12.80	2,447.39

Subtotal: 2,447.39  
 Sales Tax:  
 Total Invoice Amount: 2,447.39  
 Payment/Credit Applied:  
**TOTAL: 2,447.39**

Check/Credit Memo No:

SWARTZ CREEK AREA FIRE DEPARTMENT  
 8100 B CIVIC DRIVE  
 SWARTZ CREEK, MI 48473

**INVOICE**

Invoice Number: 2008-07  
 Invoice Date: Feb 7, 2008  
 Page: 1  
 Duplicate

Voic: 810/635-2300  
 Fax: 810/635-7461

Bill To: CLAYTON TOWNSHIP  
 2011 MORRISH ROAD  
 SWARTZ CREEK, MI 48473

Customer ID: CLAY01 Customer PO: Due at end of Month  
 Shipping Method: Courier Ship Date: 2/29/08

Quantity	Item	Description	Unit Price	Amount
200.13	FIRE02	FIRE SERVICE 01/2008	12.80	2,561.65

Subtotal: 2,561.65  
 Sales Tax:  
 Total Invoice Amount: 2,561.65  
 Payment/Credit Applied:  
**TOTAL: 2,561.65**

Check/Credit Memo No:

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Paul Bueche

City Manager

[pbueche@cityofswartzcreek.org](mailto:pbueche@cityofswartzcreek.org)

17-January-2008

Chief Brent Cole  
Swartz Creek Area Fire

Mr. Jim Florence, President  
Swartz Creek Senior Citizens Center

Re: **City's Internet Connection**

Gentlemen,

We (the City's I.P. address) have been blacklisted three or four times now over the last several months due to email hijack programs running pirate SMTP servers (Trojan and Storm Worms). We've ruled out City Hall and the PD as resident sources. We do not service the Fire or Sr. Center so we have no idea what protection, hardware, software or network settings are being used. Every time we get blacklisted, the City's I.P. address (which everyone functions under) is banned from our financial wire transfers, the Fed\$, State, County, etc. The cost is about \$500 each time in tech fees and a day and half where we are out of service in data transfers with these organizations. In short, you either need to be all in or all out of our system.

The City is willing to perform I.T. services along with maintaining system backup and the hosting of a web and email server, for actual expenses. The other option is to continue with your own I.T. provider, disconnect from the City's system, and seek your own I.S.P. connection. For reference in your decision, the City has a dedicated bandwidth connection that exceeds T-1 speeds. Download speeds of 6-8 megabytes and uploads of 2 megabytes are about the system-wide average. I will be drafting a R.F.P. for I.T. services in the very near future and will need a decision shortly if you desire to remain on the City's system. Please give this some thought and let me know your intended direction in the next week or so. If you would like to discuss it further, please give me a call.

In advance, your attention to this matter is greatly appreciated.

Sincerely,

Paul Bueche

Paul Bueche  
City Manager



8083 Civic Drive

Swartz Creek Michigan 48473

Phone: (810)-635-4464

Fax: (810)-635-2887

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[www.cityofswartzcreek.org](http://www.cityofswartzcreek.org)

[ftp://cityofswartzcreek.org](http://ftp://cityofswartzcreek.org) 75

ee

S.C.F.D.  
 Thanks to all at  
 the Fire Department  
 for your support during the loss  
 of Mary Hiles. She loved public  
 service & the Fire Dept. for their  
 work & dedication. She'll be missed  
 & will miss many friends until you  
 see her again in heaven.  
 Thank you  
 The Hiles  
 Family



GUIDELINE: #611

ADOPTED: September 18, 1995

REVIEWED: 10/07/2002

REVISED: 02/11/2008

SUBJECT: COMMUNICATIONS/RESPONSE: CARBON MONOXIDE (CO) DETECTOR RESPONSE

PURPOSE: To establish criteria for response by Swartz Creek Area Fire Department to incidents of carbon monoxide detector activation.

OBJECTIVE: To provide for a standardized approach to requests concerning the activation of carbon monoxide detectors and to outline the minimum actions which must be taken at each incident.

1. ~~Each station shall be issued an electronic carbon monoxide monitoring device.~~ **E11 & E21 have gas detectors** which **are** to be used to verify the presence of carbon monoxide.
2. Upon arrival, the officer in charge shall make contact with the reporting party to determine the number of occupants in the building and if any medical treatment is necessary. All occupants **already outside** should remain outside the building until CO levels can be determined.
  - A. If warranted, medical treatment shall immediately be provided.
  - B. If it is apparent there are incapacitated victims inside, SCAFD personnel will don SCBA for immediate rescue from the building.**
3. ~~Utilizing the electronic monitor, a CO reading shall be taken outside the structure and at the doorway prior to entry. Record the CO readings.~~ **Gas Detector readings:**
  - A. The permissible exposure limit is 35 ppm (parts per million) or less. Readings above that figure will require the use of full protective equipment including self-contained breathing apparatus prior to entering the building.
  - B. Readings of 9 ppm or less are generally considered to be normal.
4. Personnel shall search the building to determine that all occupants have been removed.
5. An inspection of the interior of the building shall be conducted and a CO reading taken near the activated CO detector. Record the manufacturer's make and model number of the device, which activated and the CO reading taken.
6. Additional readings shall be taken near all fuel burning appliances, i.e. furnace, hot water heater, cook stove, space heaters, fireplaces, etc., and their readings recorded.
  - A. Appliances with an elevated CO reading shall be shut down.
7. Once determination of CO has been confirmed at or above 35 ppm, opening of windows and door or use of PPV may be utilized to ventilate the building.
  - A. Consumers Power ~~Energy Company~~ - Gas Division shall **may** be contacted, **with costs to be borne by the property owner as applicable. The owner shall be advised of potential CE charges of at least \$100.00 to respond.**
8. At recorded CO levels below 35 ppm, the occupants shall be advised of the CO readings at the various locations in the building and instructed to contact an appropriate repair technician. Re-entry into the building shall be at the discretion of the occupant.
9. The fire department shall not take the responsibility of informing the occupant that the residence is or is not safe. The determination shall be made by a licensed appliance repair technician.

**Final Comment: The SCAFD is only suppose to be dispatched to CO detector alarms in the event individuals may be incapacitated from exposure to CO. If this turns out NOT to be the case, the matter will be reported to the Fire Chief for disposition with 911.**

SOG611  
02/08  
Page 1/2

The following tables are for general reference only. Different agencies and manufacturers establish somewhat different concentrations and response times.

CONCENTRATION OF CO IN AIR	Approximate inhalation time and toxic symptoms developed
35 ppm	The maximum allowable concentration for continuous exposure for healthy adults (OSHA PEL).
200 ppm	Slight headache, fatigue, dizziness, nausea after 2-3 hours
400 ppm	Frontal headaches within 1-2 hours, life threatening after 3 hours.
800 ppm	Dizziness, nausea and convulsions within 45 minutes. Unconsciousness within 2 hours. Death within 2-3 hours.
1,600 ppm	Headache, dizziness, nausea within 20 minutes. Death within 1 hour.
3,200 ppm	Headache, dizziness and nausea within 5-10 minutes. Death within 25-30 minutes.
6,400 ppm	Headache, dizziness and nausea within 1-2 minutes. Death within 10-15 minutes.
12,800 ppm	Death within 1-3 minutes.

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GUIDELINE: #611

ADOPTED: September 18, 1995

REVIEWED: 10/07/2002

REVISED: 02/11/2008

SUBJECT: COMMUNICATIONS/RESPONSE: CARBON MONOXIDE (CO) DETECTOR RESPONSE

PURPOSE: To establish criteria for response by Swartz Creek Area Fire Department to incidents of carbon monoxide detector activation.

OBJECTIVE: To provide for a standardized approach to requests concerning the activation of carbon monoxide detectors and to outline the minimum actions which must be taken at each incident.

1. E11 & E21 have gas detectors which are to be used to verify the presence of carbon monoxide.
2. Upon arrival, the officer in charge shall make contact with the reporting party to determine the number of occupants in the building and if any medical treatment is necessary. All occupants already outside should remain outside the building until CO levels can be determined.
  - A. If warranted, medical treatment shall immediately be provided.
  - B. If it is apparent there are incapacitated victims inside, SCAFD personnel will don SCBA for immediate rescue from the building.
3. Gas Detector readings:
  - A. The permissible exposure limit is 35 ppm (parts per million) or less. Readings above that figure will require the use of full protective equipment including self-contained breathing apparatus prior to entering the building.
  - B. Readings of 9 ppm or less are generally considered to be normal.
4. Personnel shall search the building to determine that all occupants have been removed.
5. An inspection of the interior of the building shall be conducted and a CO reading taken near the activated CO detector. Record the manufacturer's make and model number of the device, which activated and the CO reading taken.
6. Additional readings shall be taken near all fuel burning appliances, i.e. furnace, hot water heater, cook stove, space heaters, fireplaces, etc., and their readings recorded.
  - A. Appliances with an elevated CO reading shall be shut down.
7. Once determination of CO has been confirmed at or above 35 ppm, opening of windows and door or use of PPV may be utilized to ventilate the building.
  - A. Consumers Energy - Gas Division may be contacted, with costs to be borne by the property owner as applicable. The owner shall be advised of potential CE charges of at least \$100.00 to respond.
8. At recorded CO levels below 35 ppm, the occupants shall be advised of the CO readings at the various locations in the building and instructed to contact an appropriate repair technician. Re-entry into the building shall be at the discretion of the occupant.
9. The fire department shall not take the responsibility of informing the occupant that the residence is or is not safe. The determination shall be made by a licensed appliance repair technician.

Final Comment: The SCAFD is only suppose to be dispatched to CO detector alarms in the event individuals may be incapacitated from exposure to CO. If this turns out NOT to be the case, the matter will be reported to the Fire Chief for disposition with 911.

SOG611

02/08

Page 1/2

The following tables are for general reference only. Different agencies and manufacturers establish somewhat different concentrations and response times.

CONCENTRATION OF CO IN AIR	Approximate inhalation time and toxic symptoms developed
35 ppm	The maximum allowable concentration for continuous exposure for healthy adults (OSHA PEL).
200 ppm	Slight headache, fatigue, dizziness, nausea after 2-3 hours
400 ppm	Frontal headaches within 1-2 hours, life threatening after 3 hours.
800 ppm	Dizziness, nausea and convulsions within 45 minutes. Unconsciousness within 2 hours. Death within 2-3 hours.
1,600 ppm	Headache, dizziness, nausea within 20 minutes. Death within 1 hour.
3,200 ppm	Headache, dizziness and nausea within 5-10 minutes. Death within 25-30 minutes.
6,400 ppm	Headache, dizziness and nausea within 1-2 minutes. Death within 10-15 minutes.
12,800 ppm	Death within 1-3 minutes.

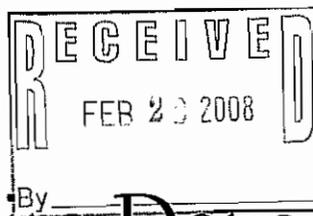
27

Don't Swartz Creek Fire Department.

Thank you for your services during the wee morning hours on February 8th, 2008!

Heather, Anthony & Freeda - 8399 Miller P.L.





# Swartz Creek Area Fire Department Annual Inventory

December 31, 2007



## Station I

### STATION I INVENTORY

#### BAY

1 Hose Rack
1 Circul-Air Fire Hose Dryer Serial #7445
1 Four Drawer Tool Chest
2 Small Tool Boxes
4 Ceiling Fans
1 Power Washer Serial #11F377
1 WascoMat Clothes Washer Serial #75-15-07589
1 Craftsman Shop Vac
1 Rice Hose Tester
1 RN Battery Charger
1 Campbell Hasfeld Air Compressor Serial #093092L035391
2 5 Gallon Coffee Thermos
5 Buckets SAE-30 Motor Oil
1 10' Step Ladder
1 6' Step Ladder
4 Folding Table
15 Folding Chairs
9 Metal Folding Chairs
1 Maytag Ringer Washer
2 Phones
9 20 lbs. Absorbant
8 Army Cots
2 Christmas Tree
1 2 1/2" Hose Washer
5 2 1/2" Hose
1 25' 1 3/4" Hose
24 50' 1 3/4" Hose
6 ABC Dry Chem
2 8' 2 1/2" Hard Suction
1 Pry Bar
1 5' Pike Pole
1 Hand Lights
1 Low Barrell Strainer
1 50' 1.5" Fire Hose
6 Hose Ramps
10 3" Fire Hose
1 Backboard w/straps
7 ISI SCBA
1 Computer (SCBA)
1 Posi-check System
3 3 Fit Test Masks
1 Freddie the Fire Truck
1 Set of Waterball Equipment
6 Asst. Gas Cans
2 Hose Racks w/ Garden Hose
1 Wooden Backboard w/Straps

#### RESCUE 17

1979 4X4 COBRA  
V#CK1339B160091

1 Warn Winch Model #8274 Serial #138360
1 Federal Director Siren
1 GE Mobil Radio
1 Shovel
2 Closet Hook
1 Axe
1 12' Combination Ladder
7 Road Cones
3 Grass Fire Brooms
10 1.5 Fire Hose
10 2.5 Fire Hose
1 150' 1" booster hose with Akron Nozzle
1 20lb ABC Fire Extinguisher
1 Motorola HT 750
1 8' Pike Pole
2 Wheel Chucks
2 Water Vests
1 Roll Caution Tape
2 Shovel/Pik Combo
1 Crow Bar
1 Homelite Chainsaw
1 Nozzel
4 Misc Adaptor
1 Motorola 800 MHz Radio w/Mic
1 Set of Spanner Wrenches
1 2.5 Hydrant Valve
1 Hydrant Wrench

## Station I

### ENGINE 11

1998 Pierce Saber Pumper  
V#4P1CT02U2WA000242

1 O2 Tank & Regulator
2 Closet Hook
1 Tool box w/ Hand Tools
1 Glass Saw
2 Haligan Tool
1 Air Chisel w/ Bits
2 Air bags w/ controls and hoses
1 set Amkus Hydraulic Rescue Tools
4 30 minute ISI Breathing Apparatus
5 Road Cones
5 ISI w/Tanks
2 Shovels
4 Misc. Fittings
10 100' 5" Supply Hose
13 50' 2.5" Fire Hose
13 50' 1.75" Fire Hose
1 Spanner/hammer
1 12x18 Salvage Cover
1 4x20 Runner
1 Stihl Model #044
1 Stihl TS-400
1 Tel-O-Pole Wire cutter Model #8049
1 Tempest 24" PPV Fan
1 Bolt Cutters
1 TFT 2.5 350gpm Nozzle
5 100' 3" Fire Hose
1 TFT Crossfire Deluge Gun
1 Porta-power Kit
1 CO Detector
2 Streamlite Flashlights
1 Kenwood Mobile Radio
1 25' 6" Soft Suction Hose
1 1 1/2" Akron 125gpm Nozzle
1 Akron 125gpm foam educator
10 Misc. Wrenches
1 Akron Cellar Nozzle
1 TFT Foam Tube
2 Axes
2 Drywall Hook
2 10' 6" Drafting Hose
1 20lb ABC Extinguisher
1 2.5 gal Water Extinguisher
1 2.5 gal. AFFF Extinguisher
1 Spill Kits
1 24' Extension Ladder
1 14' Roof Ladder
1 6' Step Ladder
1 10' Attic Ladder

1 10' Pike Pole
1 Dewalt Cordless Sawz-all w/ 2 batteries
30 Misc. Wood Blocks
30 gal. AFFF Foam
2 South Park 6" Butterfly Valves
4 TFT 1.75" 200gpm Nozzles
1 Float Dock Floating Strainer
2 Wheel Chocks
2 Push Broom
1 Manifold
1 20 lb Sledge Hammer
1 Stihl Ventilation Saw w/ Depth Gauge Model #046
1 Hydrant Bag w/ accessories
2 Motorola GP 300 Portable Radios A & B
3 Bags of Rope
4 20lb Buckets Absorbant
1 5 Gallon Bucket Salt
2 6" to 4" Storz Adapter
1 Gas Detector w/ accessories
1 Box Scott Rags
1 Chimney Kit
2 Gas Cans
2 Blankets
1 Medic Bag & Kit
1 Misc Extrication Supplies
1 Motorola 800 MHz Mobile Radio
2 Motorola 800 MHz WT w/Mic
1 RIT Bag w/ Air Bottle
1 Stokes Basket
6 Spanner Wrenches
1 Motorola MDC

## Station I

### 41 ENGINE 12

1991 Pierce Lance Pumper  
V#4P1CT02D7MA000606

1 Motorola Mobile Radio
5 ISI SCBA Packs
1 Pick Head Axe
1 Flat Head Axe
1 6' Pike Pole
1 Hand Light S#299925
1 Hand Light S#299924
2 Kenwood Portable Radio w/ 2 Charger
1 Role Scene Tape
1 CO2 Fire Extinguisher
1 Haligin Tool
3 Closet Hooks
1 First Aid Kit
1 Tool Box
1 Low Level Drafting Strainer
1 Set Wheel Chocks
1 1 1/2" Double Female Swivel Adapter
1 1 1/2" Straight Bore Nozzle
2 Set Spanner Wrenches w/Bracket
1 Port-A-Tank Filler
1 Crowbar
5 Spare ISI Bottles
1 Portable Stand for Monitor Gun
1 1500 Gallon Port-A-Tank
2 Flat Head Shovel
1 Port-A-Power
1 Hose Clamp
1 Hydrant Kit  2 1/2 Valve Pipe Wrench Hydrant Wrench Spanner Wrench Storz Wrench 4.5" F x 5" Storz 4" Storz x 5" Storz
1 Gas Can
6 Road Cones
2 Bags of Rope
1 2 1/2 Double Female
1 1 1/2 Double Male
1 Salvage Cover
1 Dry Chemical Extinguisher
1 Monitor w/ Nozzle Assortment
1 1300' 5" Storz Hose
1 500' 3" Hose
1 500' 2 1/2" Hose
1 800' 1 3/4" Hose

1 2 1/2" Nozzle on pre connect
1 Foam Inductor
4 5gal Buckets AFFF Foam
2 Storz Wrench
5 1.75" adj. Nozzles
1 25' 6" Soft Inlet Hose
1 Roof Ladder
1 24' Ladder
1 Attic Ladder
2 Dry Wall Hook
1 Sledge Hammer
2 Hard Suction
6 Flares
1 RIT Harness
2 Absorbent Bucket
1 Manifold
2 6" TFT Ball intake Valve
3 5" Storz x 4" Storz Adapters
1 Motorola 800 MHz Mobile Radio
1 Motorola 800 MHz WT w/ Mic
1 Jaws Pump w/Spreaders
1 PPV Fan
1 Combo Extrication Tool
1 Extrication Power Unit
1 Stihl Model #044
2 TFT BIV
1 Motorola MDC

## Station I

### SQUAD 16

1990 Chevy Squad Truck  
V#1GCKP32J813322061

2 Motorola GP-300 W.T. w/ charger
2 Small floodlights
1 General 65G Generator
19 Road Cones
1 35,000 BTU Ready Heater
3 Hand Lights
6 SCBA
1 Cascade Air System
4 Tripod flood Lights
4 Life Vests
1 Federal Signal Siren
2 200' Cord Reels
1 Haligan Tool
1 Pick Head Axe
1 Flat Head Axe
1 Roof Mounted Air Conditioner
2 Fire Extinguishers
2 Super Vac Electric Fans
2 Coffee Pots
2 Pike Poles
1 Rehab Kits
1 Snow Shovel
2 Chairs
1 Medic Kit
1 O2
7 Extension Cord Adaptors
2 Blankets
1 Vinyl Tarp
1 First Aid Kit
1 Trash Can
1 Caution Tape
1 Gas Can
10 Road Flares
1 Box Latex Gloves
1 Cooler/Refrigerator
1 Panasonic Microwave
1 RCA 13" TV/VCR w/ Remote
1 Sony Radio
1 Hydrant Pump
1 Small Shovel
1 Set-Wheel Chocks
1 Kenwood Mobile Radio
1 Motorola 800 MHz Mobile Radio
1 Motorola 800 MHz w/Mic
1 Nokia Cell Phone/Charger/Stand
1 Motorola MDC

### CLOSET 9

3 Misc. Medical Supplies
1 Adult Mannequins
2 Infant Mannequin
1 Rosco smoke machine Model #8211 Serial #17097
Misc. Fire Prevention Materials
1 Sanyo Tape Recorder
1 Yorkville Amplifier Microphones

### CLOSET 8

1 MACO Breathing Air compressor Model #9300 Serial #5405875
4 3500psi Air Bottles w/ Regulator

### CLOSET 7

1 ISI Flow Tester
11 ISI Masks
3 Minitor III Pagers & Chargers
61 Super Pass II
3 GE Mobile Radios
8 Window Plates
6 Goggles
5 Minitor III SV Pagers & Chargers
2 Speaker Microphones
4 Antifreeze
8 Windshield washer Solvent
6 Zep o Shine
4 Zep TKO
Misc. Paper Products
Misc. Cleaners & Solvents
4 Minitor IV SV Pager/Charger
1 Motorola GM Mobile Radio

### CLOSET 5

10 Helmets
20 Misc. Pairs Used Gloves
59 Pair Bunker Pants
50 Bunker Coats
23 Pairs of Boots
1 Hard Hats
Various Medical Supplies
Various Rehab Supplies

## Station I

### 13 PAGERS-Explorers

13 Super Pass
Model SP-1
Serial #0616
Serial #0602
Serial #0604
Serial #0610
Serial #1635
Serial #3386
Serial #1632
Serial #0592
Serial #0611
Serial #3382
Serial #0614
Serial #0612
Serial #1630

### ISSUED EQUIPMENT

40 Bunker Pants
40 Coats
40 Pairs of Boots
40 Nomex Hoods
31 Helmets
43 Super PASS
38 ISI Face Masks
4 Motorola Walkie Talkies w/ Chargers
Model GP 300
6 Kenwood Mobile Radio
1 GE MLS Mobile Radio
3 24" Pipe Wrenches
3 Bolt Cutters
5 Super Saberlite Flashlights
40 TFT Res-Q-Wrench
4 Motorola HT750 Walkie Talkie w/ Charger
1 Motorola Minitor IV and Charger
8 Motorola Minitor III SV w/ Charger
8 Motorola Minitor III w/ Charger
13 Minitor V SV Pagers & Chargers
11 Minitor IV SV & Chargers

## STATION I INVENTORY

## OFFICERS ROOM

1 Toshiba 2860 Copier Serial #RB715297
1 Samsung Monitor Serial #MJ19H9NY800181V
1 Microsoft Mouse Serial #07187960
1 Ekos Computer Serial #96070164
1 Labtec Keyboard Serial #SYU35031052
2 Quickstart Speakers
1 Brother HL1440 Laser Printer
1 Inspiron Laptop Computer
1 Dell 3200 MP Projector
1 Bissell Vacuum
1 Texas Instruments Adding Machine Serial #415419
1 AT&T Telephone
1 Boston 2612 Paper Cutter Serial #81390
1 GE Answering Machine Serial #90093136
1 Rolodex Hole Punch
2 Four Drawer File Cabinets (TAN)
1 Four Drawer File Cabinets (Black)
1 Book Case
1 Desk
1 Computer Table
1 Chairs
1 3m 920 Overhead Projector
1 Kodak Carousel 4400 Projector

## RADIO ROOM

1 Four Drawer File Cabinets (Black)
1 Hewlett Packard Keyboard
1 Starlogic Monitor
1 Hewlett Packard Mouse
1 Ekos Computer Serial #0501028
1 Kenwood Model TM-231A Ham Radio
1 Motorola Base Radio Serial #483HL51002
1 Micronta Clock Serial #63-760
1 Boston electric Pencil Sharpener Serial #8254484
1 Motorola Astro Base
1 Zetron Multi-Format Encoder Model #15B
1 AT&T Telephone
2 Motorola Microphone
2 Office Chair
2 Built in Desks
1 Ceiling Fan
1 Brother Intellifax 2800 Fax Machine

## DAY ROOM

1 Recliner (Multi color blue)
1 Couch (Multi color blue)
1 Bookcase
1 Computer Desk
1 Coffee Table
1 AT&T Telephone
1 Bunn Pour-Omatic Coffee Pot Serial #401155
1 Panasonic Microwave Serial #6B03240148
1 Kenmore Refrigerator
1 Kitchen Table
4 Kitchen Chairs
1 Emerson VCR
1 Sylvania Television
1 Acer Computer
1 KDS Monitor
1 Keyboard
1 Mouse
1 Cable Box
2 One Gallon Thermos

Station I

**CHIEF'S OFFICE**

1 Desk
1 Credenza
1 Chiefs Chair
4 Office Chairs
1 Secretarys Chair
1 4 Drawer Filing Cabinet (Tan)
1 HP 2550 Laserjet Printer
1 Lucent Telephone
1 Ekos Pentium IV Computer Serial #0002011
1 Samsung Flat Screen Monitor Serial #ME19H9NL405612K
1 Samsung Flat Screen Monitor Serial #ME19H9NL900622L
1 Compaq Keyboard
2 Micromedia Speakers
1 Microsoft Mouse
1 H.P 3570c Scanjet Scanner Serial #3912A200
1 GBC Docuseal Laminator Serial #OKT3514
1 Keson Road Runner Serial #12961660
1 VHF Mobile Radio Serial #019TEGD735
1 Router
1 Motorola Pager Program Interface
1 4 Serial Port Switch
1 Linksys Switch

**SAFE**

1 Paymaster Checkwriter 875 Serial #8V51744
Various Program Disks
Various Fireboard Tapes
Truck Titles

**CLERICAL OFFICE**

1 Ekos Creative 24Xmx Computer Serial #9804118
1 Samsung Monitor Serial #ME949NL900623T
1 Fellowes Keyboard Serial #2H14100229B
1 Microsoft Mouse
2 Creative Speakers
1 Royal Paper Shredder Serial #29018W-P
1 Brother HL-1240 Laser Printer Serial #U52581H0J560431
1 AT&T Partner-180 Telephone Serial #96SP51116190
1 Smith Corona XD 5700 Typewriter Serial #S0987130450
1 Texas Instruments TI-5155 Serial #1166856 C-0390
1 Desk
1 Computer Desk
1 Chair w/arms
1 Secretary's Chair
1 Pelouze Mail Scale
3 Four Drawer Cabinets-beige

**CLOSET 6**

2 Computer Data Transfer Switches
1 Ekos 15" Monitor
1 Keyboard
2 Mouse
Fireboard Minutes
Financial Records
Personnel Records
Run Reports
Various Cables & Wires

**STATION II INVENTORY****OFFICE**

1 Office Desk
1 Office Chair w/ Wheels
1 Computer Desk
1 Five Drawer File Cabinet
2 Trash Can
2 Bulletin Boards
1 Movie Screen
1 GTE Phone
1 Office Chairs
1 Brother P-Touch Label Maker Serial #UG1041-A5J748230
1 Hewlett Packard Computer
1 EKOS Monitor
1 Brother Intellifax 2800

**STORAGE ROOM**

1 BUHL Over-head Projector Model #90 Serial #C-30255
5 Traffic Cones
1 Sharp Fax Machine
2 5' Light Balst from Sta 3
1 First Aid Kit
18 Uniform Jackets
20 Uniform Pants
10 LT Blue LS Uniform Shirts
12 LT Blue SS Uniform Shirts
5 White LS Uniform Shirts
4 White SS Uniform Shirts
4 Garrison Caps
1 Badges
6 SCAFD Collar Pins
4 Hat Pins (Scramble)
2 SCBA Mask Bags
5 Safety Goggles
1 Set of Wheel Chocks
1 13" Dell Monitor
1 Bolt Cutter
1 Pipe Wrench
8 Ties
4 Belts

**RADIO ROOM**

4 Office Chairs
1 White Westinghouse Room Air Conditioner
1 Motorola Base Radio Model #M1225
1 Zetron Encoder Model #15P Serial #O0024-488
1 KEN-TECH 24 Hour Digital Clock
1 Pelonis Space Heater Model #HR-212
2 Wastebasket
2 Bulletin Board
1 Pencil Sharpener
1 Keyboard/Mouse Tray
6 Plastic Letter Trays
1 Bookcase
1 Lexmark Z55 Printer
1 Samsung Sync Master Monitor
1 Dell Optiplex
2 GE Telephones Model #29490GE2-A
1 Sharp Electronic Calculator
1 Motorola 800 MHz Base Radio Model #L20URSQPW1AN Serial #276CFE0097
1 Dry Erase Board
1 Genesee County Wall Map
2 12 Slot Wooden Mailbox

**UNISEX ROOM**

1 Wastebasket
1 Viro Soap dispenser
1 ISI w/ tank
3 Spare ISI Tanks
1 TKO Hand Cleaner

**WOMEN'S RESTROOM**

1 Wastebasket
1 Toilet Brush
1 Mirror

**MEN'S RESTROOM**

1 Toilet Brush
1 Wastebasket
6 School Lockers
1 Mirror

Station II

**KITCHEN**

1 Craftsman 16 gal. Shop Vac
1 Mr. Coffee Coffee Maker
1 Dual Coffee Pot Warmer
2 Extra Coffee Pots
1 Panasonic Microwave Model #NN-S443WF Serial #6B03240161
1 GE Mini Fridge Model #SMR03BAPBB
1 Trash Basket
2 5 Gal Dispensers

**UTILITY ROOM**

1 Mop Bucket
2 Straw Broom
1 Leaf Rake
1 Mechanics Creeper
4 School Lockers
1 Campbell Housfeld Air Compressor Model #VT558705AJ Serial #101492L 031901
1 String Mop
1 Dust Pan
2 Small Scrub Brushes
1 Wash Mitts
1 Nylon Bristle Brush
1 Hoover 7.0 amp. Vacuum
1 Compressed Air Gear Cleaner Sprayer
1 10' Extension Cord
1 Grease Gun
1 Rizk National Industries Battery Charger Model #CH110 Serial #B1979
Towels
1 First Aid Kit
1 Work Bench Vice

**SQUAD 26**

1993 Chevrolet K 3500  
V#1GCHK33K2PJ397534

1 Fire Extinguisher
9 Road Flares
1 GE Mobile Radio
3 ISI w/ Bottles
1 Weather Good Saddle Box
1 800 MHz Mobile Radio
1 Jumper Cables
Misc. Tools

**DAY ROOM**

24 Blue Cloth Chairs
20 Brown Vinyl Chairs
4 8' Folding Tables
1 6' Folding Tables
1 5' Folding Tables
1 Wastebasket
1 Kitchen Table
4 Kitchen Table Chairs
3 Rocker Recliners
1 End Table
1 Lamps
1 Rolling A/V Cart
1 Sylvania Color TV w/ Remote Model #G6427GFF Serial #V39540016
1 Emerson VCR w/ Remote Model #EWW603 Serial #V36364151
1 RCA Color TV w/ Remote Model #27F520T Serial #F192CC039
1 Emerson VCR w/ Remote Model #EWW601 Serial #U22142870
2 Battery Operated Clock
1 Chalk Board
1 Floor Fan
1 Coffee Table
1 Couch
1 Toshiba Copier
2 Conference Tables

**FURNACE ROOM**

1 Metal Shelf
3 Boxes flourescent lamps
1 Paint Sprayer
2 Snow Shovels

Station II

**BAY AREA**

1 6' Wooden Step Ladder
1 Wooden Hose Rack
1 Circul-Air Electric Hose Dryer Model #DL6T Serial #10307
3 100' Lengths Garden Hose
2 Rubbermaid Trash Can
2 50' Length High Pressure Air Hose
2 Lengths 1 1/2" Fire Hose
1 Electric Clock
1 Dry Erase Board w/4 Markers and 1 Eraser
2 Dry Chemical Fire Extinguisher
2 Plastic Snow Shovel
1 10' Wooden Step Ladder
3 Garden Hose Reels
1 Tire Pressure Gauge
3 Eagle Gear Racks
1 First Aid Kit
1 Eye Washer
3 20lb buckets of sand
2 Bags Oil Dry
2 24' Extension Ladders
1 14' Roof Ladders
1 12' Ladder
1 Training Maniquen
1 Toro Snow Blower
1 Charbroil Propane Grill
4 Wash Brushes
4 Push Brooms
5 Floor Squeegies
1 Picnic Table
1 Craftsman Double Stack Tool Cabinet w/Tools
1 Craftsman Shop Vac
1 Port-a-Tank
3 Exhaust Hose
1 Honda 5.5 Power Washer
1 35' Extension Ladder
12 50' 1.75 Hose
2 50' 2.5 Hose

**TANKER 23**

1992 International 2654  
V#1HTGHPBT2NH426291

1 Motorola VHF Mobile Radio
6 Road Cones
1 10" PVC Elbow
1 Set Wheel Chocks
1 Fire Extinguisher
2 Set Spanner Wrenches w/ Bracket
1 Hand Light
1 Hydrant Bag 2 1/2" Hydrant Valve Spanner Wrench 5" x 2.5" Storz Adapter 1 Storz Spanner Wrench 1 Hydrant Wrench 5" Hydrant Adaptor 5" x 4" Storz Adaptor
2 50' 2 1/2 Hose
1 Hydrant Pump
1 HT 750 Portable w/Charger
1 HT 750/800 MHz Headset
1 Video Camera System
1 4" Storz x 2.5 double Gated
2 50' 5" Hose
1 5" Hydrant Adaptors
2 5" x 4" Storz Adaptor
2 50' length 1.75
1 2.5 x 1.5 Reducer
1 2.5 Double Female Adaptor
1 1.5 Nozzle
1 Motorola 800 MHz Portable Radio w/ Mic
1 Motorola 800 MHz Mobile Radio
1 Adjustable Plumber's Wrench
1 Rubber Mallot
1 Roll Caution Tape
1 Bucket of Salt
1 2.5 Double Male Adaptor
1 First Aid Kit

Station II

GRASS 27

1979 Dodge 30 Mini Pumper  
V#W41GT95138438

1 Length 2 1/2" Fire Hose
6 Lengths 1 1/2" Fire Hose
1 GE Mobile Radio
5 Lengths 1" Forestry Hose
1 Telescoping Wire Cutters
1 2 1/2" Double Male Adapter
1 1 1/2" Double Female Swivel Adapter
1 2.5" x 1.5" Reducer
2 Closet Hooks
1 Bolt Cutters
1 Flat Nose Shovel
1 8' Pike Pole
1 6' Pike Pole
4 Grass Brooms
1 Hand Light
5 Road Cones
1 Gas Cock Wrench
1 Set Spanner Wrenches w/ Bracket
1 3 Gallon Gas Can
1 Motorola GP-300 Portable Radio w/Charger
2 Belt for securing rear nozzle
2 Water Vests W/Nozzle
1 6' Garden Hose
1 Motorola HT 750 w/Charger
1 D-Handle Shovel
2 1 1/2" Fog Nozzel
2 Hydrant Wrenches
1 Stihl MS280 Chain Saw
1 Sen fuel can 3 gallon-mix
1 Double Male Swivel Adaptor
1 Mini Tool Box
1 Water Extinguisher
1 ABC Extinguisher
1 First Aid Kit
1 Honda Pressure Pump
1 1" Wye Valve
1 Bottle Sharp Shooter
1 Box Paper Rags
1 Rubbermaid Rehab Box
1 Bottle Bar Chain Oil
1 Set Stihl Chainsaw Tools
1 800 MHz Portable Radio w/Mic
2 1" Forestry Nozzles
2 Lengths Booster Line Hose
2 Booster Line Nozzles
1 Impres Charger
1 2.5" Double Female Swivel Adaptor
1 1.5" x 1" Reducer
1 2.5 Gated Valve
1 12' Garden Hose w/Nozzle

1 Spill Kits
1 35' Extension Ladder
1 14' Roof Ladder
1 6' Step Ladder
1 10' Attic Ladder
1 10' Pike Pole
30 Misc. Wood Blocks
30 gal. AFFF Foam
1 South Park 6" Butterfly Valves
4 TFT 1.75" 200gpm Nozzles
1 Float Dock Floating Strainer
2 Wheel Chocks
1 Push Broom
1 Manifold
1 Stihl Chainsaw Model #046
1 20 lb Sledge Hammer
2 HT250 Portable Radios
1 Rinse Hose Assembly
1 Blanket
4 5 Gal Bucket Absorbant
1 Truckman Belt
2 Rolls Scene Tape
1 Box w/Flares
1 1.75" Smooth Bore Nozzel
1 2.5" Smooth Bore Nozzel
1 Chimney Kit
1 Gal. Fuel/Oil Mix
1 3 Gal. Fuel Can
1 Dewalt Sawsall & Drill w/Battery Charger
1 Team Air Chisel Rescue Kit
1 Burn Kit
5 C-Collars
1 Spray Bottle-Sharp Shooter
1 Box Latex Gloves
5 Rescue Goggles
1 Binoculars
1 Gas Detector
1 Rescue Rope Bag Serial #3-001950
1 Tool Rope Bag
1 Hydrant Bag
10 100' 5" Hose
3 5"x4" Adaptors
2 6"x5" Hydrant Adaptor
1 50' 5" Hose
1 25' 5" Hose
1 4" Storz x 4" Thread Gate Valve
1 4" Jaffrey Manifold

Station II

**ENGINE 21**

1999 Pierce Saber Pumper  
V# 491CT02U9XA001485

1 O2 Tank & Regulator
2 Closet Hook
2 Tool box w/ Hand Tools
1 Glass Saw
2 Haligan Tool
2 Air bags w/ controls and hoses
1 First Aid Bag w/ Supplies
1 Bag Valve Masks
1 Child Bag Valve Masks
1 set Amkus Hydraulic Rescue Tools
8 Road Cones
5 SCBA w/Tanks
2 Shovels
8 Misc. Fittings
11 50' 2.5" Fire Hose
13 50' 1.75" Fire Hose
1 2.5 Playpipe with Stacked Tips
1 Spanner/hammer
1 12x18 Salvage Cover
1 4x20 Runner
1 Stihl Chainsaw Model #044
1 Stihl K-12 Saw
1 Tel-O-Pole Wire cutter Model #8049
4 Spare Air Bottles
1 Tempest 24" PPV Fan
1 Bolt Cutters
1 TFT 2.5 350gpm Nozzle
3 100' 3" Fire Hose
1 TFT Crossfire Deluge Gun
1 CO Detector
2 Streamlite Flashlights
1 GP-300
1 Kenwood Mobile Radio
1 25' 6" Soft Suction Hose
1 1 1/2" Akron 125gpm Nozzle
1 Akron 125gpm foam educator
6 Misc. Wrenches
1 TFT Foam Tube w/ Accessories
1 Flathead Axe
1 Pick Axe
1 Grain Shovel
2 Drywall Hook
2 10' 6" Drafting Hose
1 50lb CO2 Extinguisher
1 20lb ABC Extinguisher
1 2.5 gal Water Extinguisher
1 2.5 gal. AFFF Extinguisher
1 Thermal Imager w/2 Batteries & Charger
1 Hand Held Stop Sign
1 Stokes Basket
1 Roof Roll Bar

1 Spill Kits
1 35' Extension Ladder
1 14' Roof Ladder
1 6' Step Ladder
1 10' Attic Ladder
1 10' Pike Pole
30 Misc. Wood Blocks
30 gal. AFFF Foam
1 South Park 6" Butterfly Valves
4 TFT 1.75" 200gpm Nozzles
1 Float Dock Floating Strainer
2 Wheel Chocks
1 Push Broom
1 Manifold
1 Stihl Chainsaw #046
1 20 lb Sledge Hammer
1 HT 750 Portable Radio
1 Rinse Hose Assembly
1 Blanket
2 5 Gal Bucket Absorbant
1 Truckman Belt
1 Rolls Scene Tape
1 Box w/Flares
1 1.75" Smooth Bore Nozzel
1 2.5" Smooth Bore Nozzel
1 Chimney Kit
1 Gal. Fuel/Oil Mix
1 1 Gal. Fuel Can
1 Dewalt Sawsall & Drill w/Battery Charger
1 Team Air Chisel Rescue Kit
1 Burn Kit
5 C-Collars
1 Spray Bottle-Sharp Shooter
1 Box Latex Gloves
5 Rescue Goggles
1 Binoculars
1 Gas Detector
1 Rescue Rope Bag Serial #3-001950
1 Tool Rope Bag
1 Hydrant Bag
10 100' 5" Hose
3 5"x4" Adaptors
2 6"x5" Hydrant Adaptor
1 50' 5" Hose
1 4" Storz x 4" Thread Gate Valve
1 4" Jaffrey Manifold
1 25' 5" Hose
1 800 MHz Mobile Radio
2 XTS 5000 800 MHz Portalbe Radio
1 AED
1 Crow Bar
1 RIT Bag & Air Bottle
2 Safety Vests
1 Meter Puller w/Bag
1 CAD System



www.roweincorp.com

ROWE INCORPORATED  
THE ROWE BUILDING  
540 S. SAGINAW ST., STE 200  
POST OFFICE BOX 3748  
FLINT, MICHIGAN 48502

February 18, 2008

phone (810) 341-7500  
fax (810) 341-7573

Ms. Sharon Gregory, Associate Planner  
Genesee County Metropolitan Planning Commission  
1101 Beach Street – Rm 223  
Flint, MI 48502-1470

Re: MDOT Safety Project FY 2009 Applications – City of Swartz Creek

ENGINEERING

Dear Ms. Gregory:

LAND  
SURVEYING

On behalf of the City of Swartz Creek, please accept the attached applications referenced above. The City of Swartz Creek Council will be passing a resolution, at their March meeting, in support of these projects. Once that has been completed, a copy will be forwarded to your attention.

AERIAL  
SURVEYING

PLANNING

The City of Swartz Creek is committed to improving the safety of the vehicular and pedestrian traffic on the streets within the city for the residents and businesses located there. We appreciate the cooperation and assistance that the GCMPO has provided in establishing Swartz Creek's program.

LANDSCAPE  
ARCHITECTURE

LAND  
DEVELOPMENT  
SERVICES

Respectfully submitted,  
ROWE INCORPORATED

OFFICES:  
FLINT  
LAPEER  
MT. PLEASANT

Lou Fleury, P.E.  
Project Manager

Attachments

SUBSIDIARIES:  
AIR-LAND SURVEYS  
FLINT, MI

cc: Tom Svreck  
City of Swartz Creek

MYERS LAND SURVEY CO.  
GRAYLING, MI

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CITY OF SWARTZ CREEK  
 PAUL FORTINO DRIVE AND MORRISH ROAD  
 SAFETY GRANT APPLICATION ESTIMATE  
 2/12/2008



Description: This estimate includes the relocation of approximately 500 feet of Fortino Drive to the north along Morrish Road

Pay Item	Total Quantity	Unit	Unit Price	Total Cost
Mobilization	1	LSUM	\$12,100.00	\$12,100.00
Aggregate Base, 6 inch	1500	Syd	\$7.00	\$10,500.00
Remove Pavement	1500	Syd	\$6.00	\$9,000.00
Remove Curb & Gutter	1000	Ft	\$8.00	\$8,000.00
Machine Grading	5	Sta	\$3,500.00	\$17,500.00
Dr. Structure, 48 inch	4	Ea	\$1,500.00	\$6,000.00
Dr. Structure Cover	2000	Lb	\$1.50	\$3,000.00
Sewer, 12 inch	100	Ft	\$50.00	\$5,000.00
Maintenance Aggregate	100	Ton	\$20.00	\$2,000.00
Concrete Curb & Gutter, MDOT Det C-4	1000	Ft	\$15.00	\$15,000.00
5" Bituminous Asphalt	455	Ton	\$55.00	\$25,025.00
Dr Structure Cover, Adj, Case 1	2	Ea	\$500.00	\$1,000.00
Maintaining Traffic	1	LSUM	\$10,000.00	\$10,000.00
Cleanup and Restoration	1	LSUM	\$3,000.00	\$3,000.00
Erosion Control	1	LSUM	\$3,000.00	\$3,000.00
Pavement Marking	1	LSUM	\$1,000.00	\$1,000.00
Permanent Signing	1	LSUM	\$1,500.00	\$1,500.00
Non-Hazardous Contaminated Soil	100	Cyd	\$75.00	\$7,500.00
	Subtotal			\$140,125.00
	15% Contingency			\$21,018.75
	20% Design & Construction Eng.			\$26,500.00
	<b>TOTAL PROJECT COST</b>			<b>\$187,643.75</b>

Safety Program Worksheet

MDOT Local Agency Safety Program

Fiscal Year 2009

Local Agency: City of Swartz Creek		Local Agency Contact: Tom Svrcek	
Proposed Project Location, Limits and Project Description: Intersection re-alignment at the intersection of Paul Fortino Drive and Morrish Road. Project includes relocating 500 feet of Paul Fortino Drive to the north along Morrish Road.		Phone No.:	(810) 635-4464
		Fax No.:	(810) 635-2887
		Email:	
		Alternate Contact:	Lou Fleury
		Phone No.:	810-341-7500
		Fax No.:	810-341-7573
		Email:	lfleury@roweincorp.com
Proposed Cost	\$187,643.75	Improvement Category (Check the category that applies)	
Time of Return (years)	312.74	1) Intersection improvements	<input checked="" type="checkbox"/>
Benefit to Cost Ratio	0.016	2) Roadway and Structure Improvements	<input checked="" type="checkbox"/>
Please list the crash reduction factors used.		3) Roadside improvements	<input type="checkbox"/>
Does the project impact a school or other sensitive organization? Please Describe: NA		4) Pedestrian and Bicycle Improvements	<input type="checkbox"/>
		5) Other:	<input type="checkbox"/>
Roadway Data		Cross Road Data (If an intersection improvement)	
Primary Route Name	Paul Fortino Drive	Primary Route Name	Morrish Road
ADT	NA	ADT	6167
Percent Commercial:	3%	Percent Commercial:	3%
* No. of crashes:	2	* No. of crashes:	2
* No. of fatal crashes:	0	* No. of fatal crashes:	0
* No. of "A" Type Crashes:	0	* No. of "A" Type Crashes:	0
* Period of crash data:	2003 - 2007	* Period of crash data:	2003 - 2007
Functional Classification:	Local Road	Functional Classification:	Local Road
* Please attach Crash Summary and UD-10's to your project submittal with the most recent 5 years of available data.			
Explanation of how the proposed improvement will improve safety and reduce crashes: The improvements at this intersection will improve the left hand turn visibility for Paul Fortino Drive. It will also provide a better sight distance to give drivers a better awareness of the intersection.			
Has your Local Agency received approval of a Safety Project or HRRR Project through MDOT's LAP Unit in the past 5 years? Please indicate if the project(s) was a Safety Project or HRRR Project.			
Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
If yes, have all projects been completed?			
Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
If no, please explain why: Miller Road/ Elms Road Intersection - 2007 Construction Miller Road/ Fairchild Road Intersection - 2007 Construction			
Other Project Considerations: This project can meet letting and construction time lines. All existing sidewalk ramps in the area will be upgraded to meet ADA compliance as part of this project.			

**2009 Call for Safety Projects;  
Project Detail: Paul Fortino Drive and Morrish Road**

The city of Swartz Creek is applying for Federal Safety Money for the fiscal year 2009 to complete intersection improvements within the city. The improvements will aid in creating safer intersections within the city by reducing the number of vehicle accidents at each intersection. Attached with this application is a required form for the Michigan Department of Transportation, all calculations to verify the Time of Return Analysis as well as an engineering estimate to complete this project.

**Project Scope**

This project will include relocating 500 feet of Paul Fortino Drive to the north along Morrish Road. This will also include re-striping this area as well as new curb and gutter, and relocating drainage features to the roadway. All existing sidewalk ramps in the project area will be upgraded to ADA compliant as part of this project-as well.

**Projected Safety Impact**

The projected impact of this project is to improve visibility at the intersection in order to mitigate accidents that are occurring due to a retaining wall that is blocking the view for drivers making a left hand turn from Paul Fortino Drive onto Morrish Road. By relocating the roadway sight distances are increased and there is a decrease in the likelihood of head on and angle collisions to.

**Time-of-Return (TOR) Analysis**  
Paul Fortino Drive and Morrish Road

Project: Relocation of approximately 500 feet of Paul Fortino Drive to the north along Morrish Road.

Total Project Cost: \$187,643.75

1. In the past five years there were 2 accidents within 150' of the intersection.
2. Accidents involving intersection movements may be mitigated.

Both of the accidents may be mitigated by the proposed project.  
1 of the 2 was Head On  
1 of the 2 was an Angle

3. Looking at the attached crash reduction chart for Intersection Improvements (Realignment), accidents involving Head On collisions will have a crash reduction factor of 0.10, and accidents involving Angles will have a crash reduction factor of 0.30.
4. Of all the accidents at this location, none of them were an "A" or "K" type injury accident.
5. PDO/Minor injuries - \$7,500  
"A" injuries - \$52,900  
"K" fatalities - \$1,150,000

6. Head On:  
 $(1 \text{ PDO}) * (\text{Crash Reduction Factor of } 0.10) * (\$7,500) = \$750$

Angles:  
 $(1 \text{ PDO}) * (\text{Crash Reduction Factor of } 0.30) * (\$7,500) = \$2,250$

An estimated \$3,000 over the five years of the dataset could have been saved through accident mitigation.

7.  $\$3,000 / 5 \text{ years} = \$600$  in savings per year.
8.  $\$187,643.75 / \$600 = 312.74$  years to recoup the cost of the project in regards to accident mitigation. This is the Time-of-Return (TOR).

## Safety Improvements and Crash Reduction Factors

Proposed Improvement	Projected Crash Reduction
Horizontal Curve Flattening	30% Reduction: Head-On, Sideswipe, Fixed-Object, Overturn
Superelevation Modification	20% Reduction: Head-On, Sideswipe, Fixed-Object, Overturn
Vertical Curve Modification	20% Reduction: Head-On, Sideswipe 10% Reduction: Fixed-Object, Overturn
Construct Center Left-Turn Lane	80% Reduction: Rear-End Left-Turn 50% Reduction: Head-On Left-Turn 20% Reduction: Head-On, Angle, Other* 15% Reduction: Non Left-Turn Rear-End
Construct Right-Turn Lane	65% Reduction: Rear-End Right-Turn 20% Reduction: Non Right-Turn Rear-End, Sideswipe-Same Direction
Intersection Improvements (Realignment, Sight-Distance Improvements, Radii Improvements, Etc.)	30% Reduction: Angle 15% Reduction: Rear-End 10% Reduction: Head-On, Sideswipe, Pedestrian, Bicycle, Left-Turn Related
Install/Upgrade Flashing Traffic Signals	30% Reduction: All Crash Types
Install/Upgrade Pedestrian Signals	30% Reduction: Pedestrian, Bicycle
Install Guardrail	55% Reduction: Fatalities and "A" Injuries
Slope Flattening	15% Reduction: Fixed-Object, Overturn
Widen Shoulders to Standard Width	15% Reduction: All Crash Types
Improve/Upgrade Signing and Pavement Markings at Intersections	30% Reduction: Angle, Rear-End 10% Reduction: Head-On, Pedestrian
Install/Upgrade Signing/Delineation on Horizontal Curves	20% Reduction: Head-On, Sideswipe, Fixed-Object, Overturn
Remove Fixed-Objects From Clear Zone (Trees, Culverts, Etc.)	75% Reduction: Fixed-Object Crashes
Install Centerline Rumble Strips	55% Reduction: Sideswipe-Opposite, Head-On
Install Shoulder Rumble Strips	25% Reduction: Fixed-Object, Overturn
Construct Roundabout	76% Reduction: Fatalities and "A" Injuries 39% Reduction: Minor & PDO Crashes
Construct Sidewalk for Pedestrians	85% Reduction: Pedestrian Crashes
Improve Access Management	10% Reduction: Angle, Rear-End
Provide All-Way Stop-Control Operation at Intersection	60% Reduction: All Crash Types

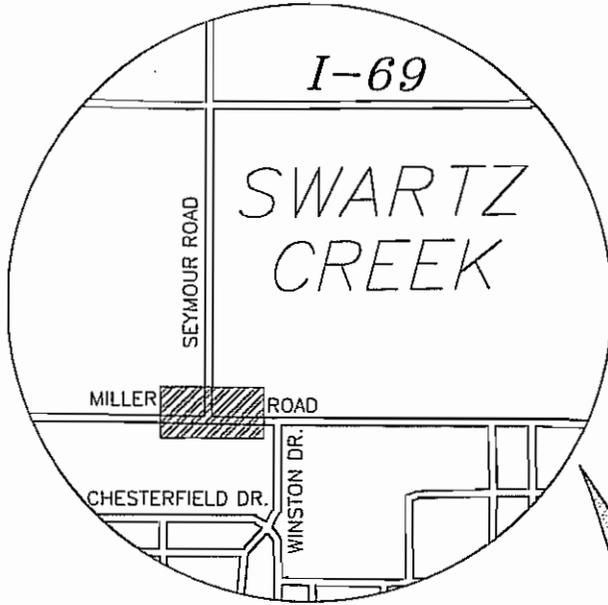
\* "Other" includes any other crash which might be mitigated by the addition of a center left-turn lane in the judgement of the crash analyst.

### REFERENCES:

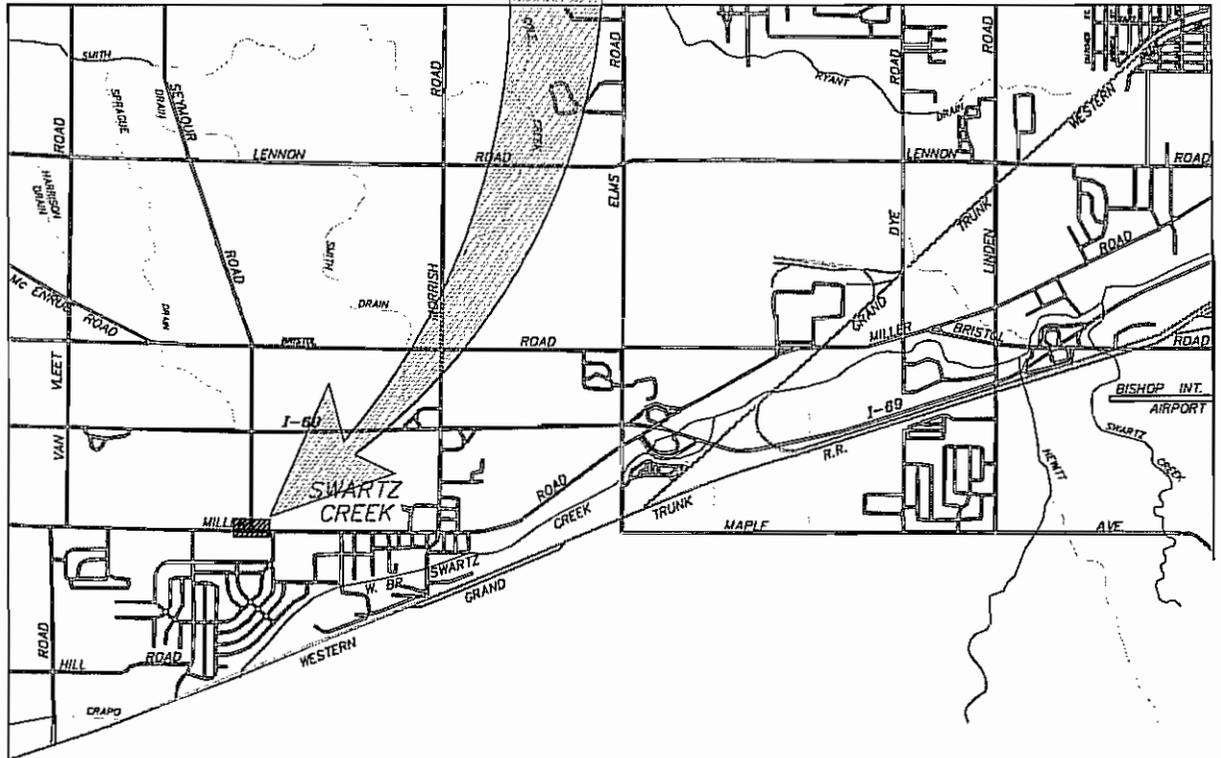
The references listed below are the sources recognized by MDOT for obtaining crash reduction factors. If you have a situation that none of these sources can provide a crash reduction factor for, please contact Jim D'Lamater, P.E., MDOT Local Agency Programs Safety Engineer, at 517-335-2224, for review and approval to use alternative reference sources.

- 1). MDOT Safety Programs Unit - Crash Reduction Factors (As recommended by K. Kunde, P.E.); October, 1986.
- 2). Selection Process for Local Highway Safety Projects - Transportation Research Record 847; 1982.
- 3). UKTRP - 85-6. University of Kentucky; March, 1985.

INTERSECTION IMPROVEMENTS  
FOR THE CITY OF SWARTZ CREEK  
MILLER ROAD & SEYMOUR ROAD  
FISCAL YEAR 2009



PROJECT LOCATION  
NO SCALE



CITY OF SWARTZ CREEK  
 MILLER ROAD AND SEYMOUR ROAD  
 SAFETY GRANT APPLICATION ESTIMATE  
 2/12/2008



Description: Upgrading the traffic signal at the intersection to a mast-arm configuration. Relocate the stop bars at the east and west approaches and install a stop bar at the north approach as per MMUTCD guidelines. Provide Crosswalks on all approaches.

Pay Item	Total Quantity	Unit	Unit Price	Total Cost
Mobilization	1	LSUM	\$16,000.00	\$16,000.00
Traffic Signal Improvements	1	LSUM	\$150,000.00	\$150,000.00
Sidewalk Ramp, ADA	300	Sft	\$12.00	\$3,600.00
Pavt Mrkg, 6" Crosswalk	373	Ft	\$2.50	\$932.50
Pact Mrkg, Stop Bar	100	Ft	\$8.00	\$800.00
Maintaining Traffic	1	LSUM	\$5,000.00	\$5,000.00
	Subtotal			\$176,332.50
	15% Contingency			\$26,449.88
	20% Design & Construction Eng.			\$40,556.48
	<b>TOTAL COST</b>			<b>\$243,338.85</b>

Safety Program Worksheet

MDOT Local Agency Safety Program

Fiscal Year 2009

Local Agency:	City of Swartz Creek	Local Agency Contact:	Tom Svrcek
Proposed Project Location, Limits and Project Description: Intersection improvements at the intersection of Miller Road and Seymour Road. Proposed work includes installing mast-arm configuration traffic signals at the intersection, relocating and installing stop bars at the approaches, and providing cross walks at the approaches.		Phone No.:	(810) 635-4464
		Fax No.:	(810) 635-2887
		Email:	
		Alternate Contact:	Lou Fleury
		Phone No.:	810-341-7500
		Fax No.:	810-341-7573
		Email:	lfleury@roweincorp.com
Proposed Cost	\$243,338.85	Improvement Category (Check the category that applies)	
Time of Return (years)	38.63	1) Intersection improvements	<input checked="" type="checkbox"/>
Benefit to Cost Ratio	0.13	2) Roadway and Structure Improvements	<input type="checkbox"/>
Please list the crash reduction factors used.		3) Roadside improvements	<input type="checkbox"/>
Does the project impact a school or other sensitive organization? Please Describe: NA		4) Pedestrian and Bicycle Improvements	<input checked="" type="checkbox"/>
		5) Other:	<input type="checkbox"/>
Roadway Data		Cross Road Data (If an intersection improvement)	
Primary Route Name	Miller Road	Primary Route Name	Seymour Road
ADT	12,206	ADT	5,016
Percent Commercial:	90%	Percent Commercial:	90%
* No. of crashes:	22	* No. of crashes:	3
* No. of fatal crashes:	0	* No. of fatal crashes:	0
* No. of "A" Type Crashes:	0	* No. of "A" Type Crashes:	0
* Period of crash data:	2002 - 2007	* Period of crash data:	2002 - 2007
Functional Classification:	Primary Road	Functional Classification:	Local Road
* Please attach Crash Summary and UD-10's to your project submittal with the most recent 5 years of available data.			
Explanation of how the proposed improvement will improve safety and reduce crashes: The improvements at this intersection will help reduce rear end, angle, and head on-left turn collisions at the intersection by improving signal visibility and adjusting stop bar locations to provide safe amount of stopping distance.			
Has your Local Agency received approval of a Safety Project or HRRR Project through MDOT's LAP Unit in the past 5 years? Please indicate if the project(s) was a Safety Project or HRRR Project.			
Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
If yes, have all projects been completed?			
Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
If no, please explain why: Miller Road/ Elms Road Intersection - 2007 Construction Miller Road/ Fairchild Road Intersection - 2007 Construction			
Other Project Considerations: This project can meet letting and construction time lines. All existing sidewalk ramps in the area will be upgraded to meet ADA compliance as part of this project.			

**2009 Call for Safety Projects;  
Project Detail: Miller Road and Seymour Road**

The City of Swartz Creek is applying for Federal Safety Money for the fiscal year 2009 to complete intersection improvements within the city. The improvements will aid in creating safer intersections within the city by reducing the number of vehicle accidents at each intersection. The following analysis has been provided by "Wayne State University, Transportation Research Group" and describes the existing and proposed conditions at the intersection of Miller Road and Seymour Road. Attached with this application is a required form for the Michigan Department of Transportation as well as all calculations to verify the Time of Return Analysis and engineering estimates to complete this project.

**6.7 Miller Road and Seymour Road**

The intersection of Miller Road and Seymour Road is located in the western part of the City of Swartz Creek and forms a "T" intersection. Miller Road runs in the east-west direction and north of Miller Road, Seymour Road runs in the north-south direction. There is also a drive-way on the south side of the intersection which serves the existing establishments. Miller Road functions as a principal arterial while Seymour Road functions as a local road.

Miller Road, west of the intersection with Seymour Road, has an average daily traffic volume of approximately 11,668 vehicles per day (vpd) as per Genesee County Road Commission (2005 Data). Seymour Road, north of the intersection with Miller Road has an average daily traffic volume of approximately 4,836 vpd.

At the intersection with Seymour Road, the eastbound approach of Miller Road consists of two lanes including one exclusive left-turn lane and one shared through/right-turn lane. The westbound approach consists of two lanes including one shared through/left-turn lane and one shared through/right-turn lane. The east leg also consists of a nine-foot wide paved median. The pavement width of Miller Road is approximately 47 feet west of the intersection and 44 feet east of the intersection.

At the intersection with Miller Road, the southbound approach of Seymour Road consists of two lanes including one exclusive left-turn lane and one shared through/right-turn lane. The pavement width of Seymour Road is 42 feet.

The speed limit for Miller Road is 40 miles per hour (mph) and for Seymour Road, it is 55 mph.

### Land Use

The intersection of Miller Road and Seymour Road has a 7-Eleven on the northwest corner, a Speedway and Auto Wash on the northeast corner, and a medical office, Super Cleaners, Subway and Dairy Queen along the south side. There are multiple driveways close to the intersection, which serve the vehicles going to and from these establishments.

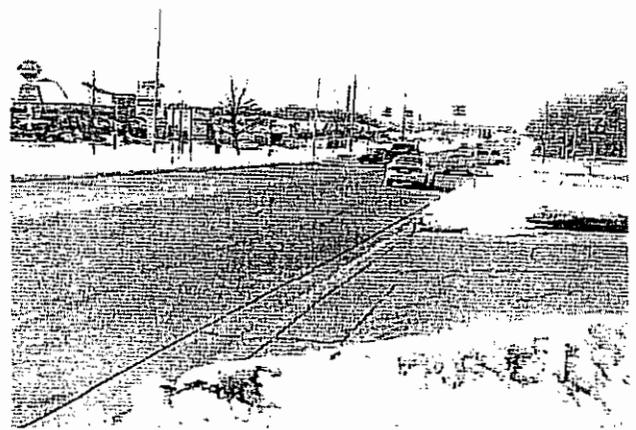
### Field Data

Field investigations were carried out to collect data related to intersection geometry, lane use and designation, adjacent land uses and curb cuts, traffic control devices, roadside obstacles and all other relevant information within an approximate radius of 150 feet around the intersection. Midblock speed data was collected along Miller Road at critical locations.

The existing characteristics of the intersection, including traffic control and surrounding land uses, are schematically shown in Figure 6.7.1. Details of the intersection approaches are shown in photographs 7a through 7c. The photographs show the existing signs at the intersection along with the existing pavement markings and span-wire traffic signals.



Photograph 7a. EB Miller Road at Seymour Road



Photograph 7b. WB Miller Road at Seymour Road

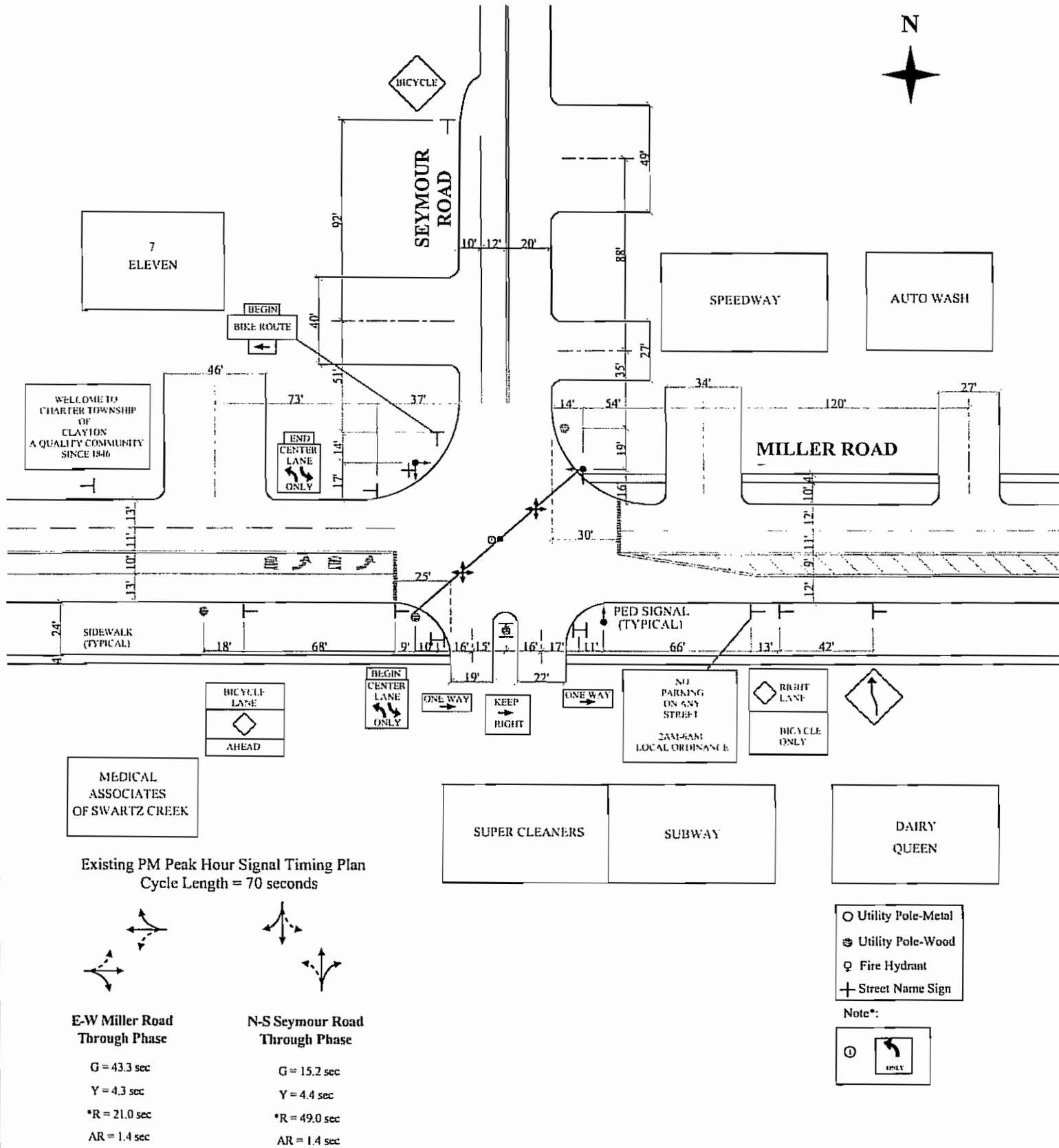
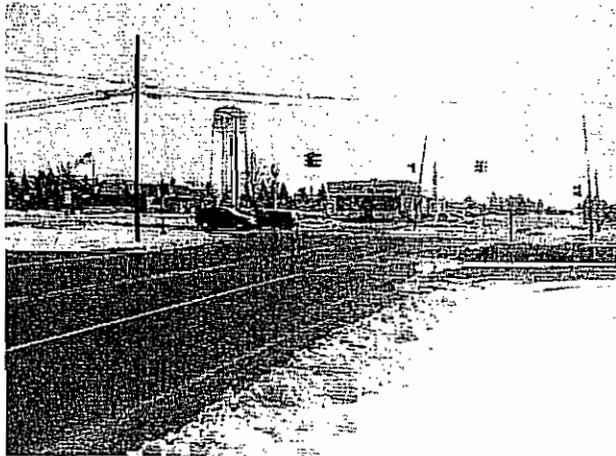


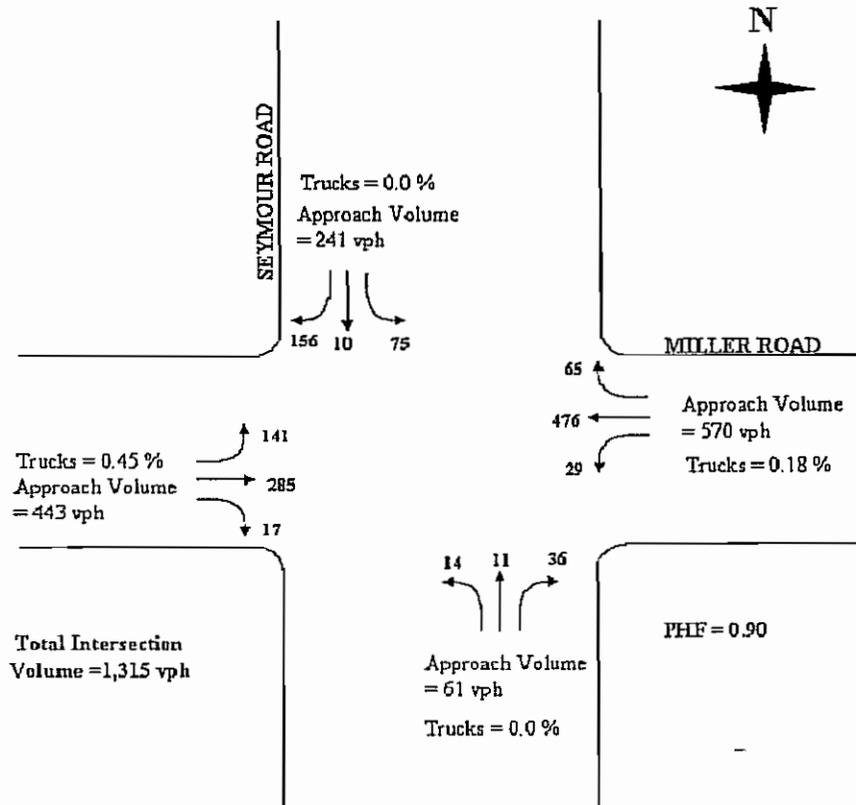
Figure 6.7.1 Existing Condition Diagram of Miller Road and Seymour Road Intersection (Not to Scale)



**Photograph 7c. SB Seymour Road at Miller Road**

### Peak Hour Volumes

PM peak period traffic volumes were collected manually on a clear day on January 10, 2006 from 4 PM to 6 PM by two people standing diagonally opposite to each other at two corners of the intersection and covering two intersecting approaches each. The peak hourly volume occurred from 5:00 to 6:00 PM and is presented in Figure 6.7.2. The traffic patterns indicate that the Miller Road volume is higher than the Seymour Road volume. The southbound right-turn volume is relatively high with 156 vph considering the approach volume is only 241 vph. The driveway (south leg of the intersection) usage is also low relative to the intersection volume.



**Figure 6.7.2. Existing PM Peak Hour (5:00-6:00 PM) Traffic Volumes at Miller Road and Seymour Road**

### Traffic Control

The basic signal timing plan is given by a two phase design including permissive left-turn phases for both Miller Road and Seymour Road (including the driveway) and operates on a 70-second cycle length during the PM peak hour. The signals are supported by a diagonal span-wire configuration. The existing clearance interval includes a yellow interval of 4.4 seconds and an all-red interval of 1.4 seconds for the northbound and southbound movements. For the eastbound and westbound movements, there is a yellow interval of 4.3 seconds and an all-red interval of 1.4 seconds. The existing PM peak hour signal timing plan is shown in Figure 6.7.1.

### Crash Analysis

A total of 16 crashes were recorded for the years 2003-2004 combined, with an average annual crash frequency of eight crashes. Collision diagrams for these years (2003-2004) were prepared based on the UD-10 reports to identify crash patterns. Figures 6.7.3 and 6.7.4 show the collision diagrams for these years respectively.

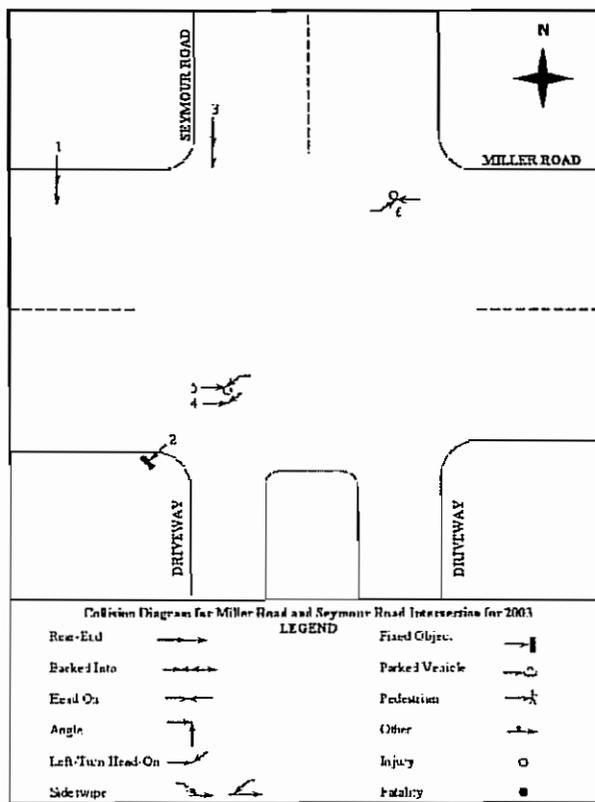


Figure 6.7.3. Collision Diagram for Miller Road and Seymour Road for 2003

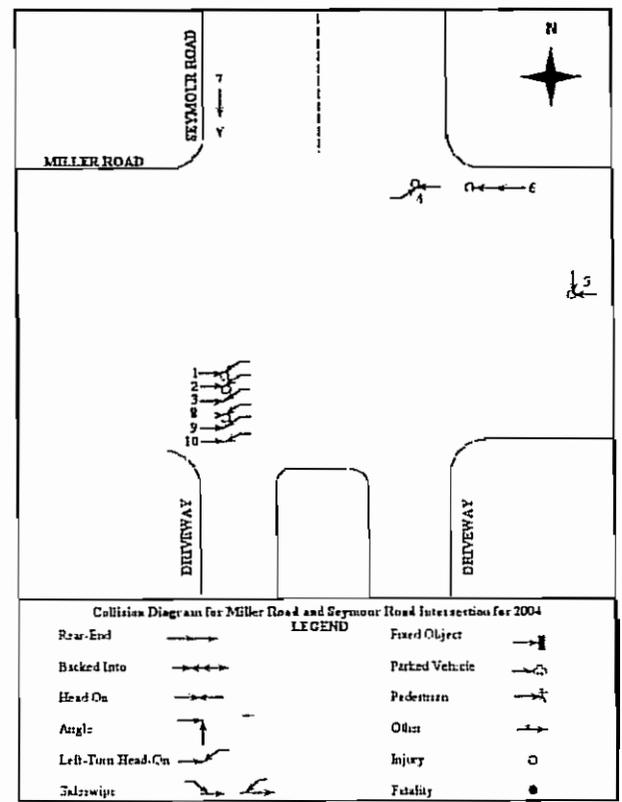


Figure 6.7.4. Collision Diagram for Miller Road and Seymour Road for 2004

The annual crash rate per million vehicles is computed by considering the peak hour total entering volume to be 8% of the ADT. The rate is 2.66 per million entering vehicles, which is high, considering the approach volume at the intersection. From the collision diagrams, as provided in the figures above, eight left-turn head-on crashes occurred at the intersection from vehicles turning left into the shopping plaza on the south leg. Rear-end and right-angle crashes have also occurred at the intersection.

Left-turn head-on and rear-end crashes are the predominant crashes reported at this intersection. The corresponding two-year crash frequencies for these crashes include ten left-turn head-on crashes and four rear-end crashes. The significant number of left-turn head-on crashes at the intersection indicates improper clearance intervals and inadequate signal timings.

## Safety Deficiencies and Recommended Improvements

Due to the excessive distance between the stop bars and curb edges, some drivers may find themselves in the ‘dilemma zone’ of the intersection for an extended period of time. The Michigan Manual of Uniform Traffic Control Devices (MMUTCD) recommends that stop bars at intersections be placed four feet in advance of the nearest crosswalk line. On the westbound approach of Miller Road, the distance between the stop bar and nearest curb is 24 feet and is 25 feet on the eastbound approach. It appears that the stop bar for both approaches could be moved closer to the curb. Also, since sidewalks and pedestrian signals are present at the intersection, crosswalks should be provided on each approach. The southbound approach of Seymour Road does not have a stop bar or crosswalk but are recommended.

The proposed signal timing plan accommodates the appropriate yellow and all-red intervals, thereby ensuring safer movements. To improve signal visibility, the existing span-wire installation should be replaced by a mast-arm signal installation, as shown in the proposed diagram in Figure 6.7.5. The lane markings on the southbound approach should be upgraded.

The existing yellow and all-red intervals are shown in Table 6.7.1, along with the proposed lengths of these intervals and their potential benefits.

**Table 6.7.1. Existing and Proposed Clearance Intervals for the Miller Road and Seymour Road Intersection**

Interval/Phase	Existing Interval Length (sec)		Proposed Interval Length (sec)		Potential Benefit
	Yellow	All-Red	Yellow	All-Red	
N-S Through Phase	4.4	1.4	5.0	1.4	Less rear-end, left-turn head-on, angle and injury crashes
E-W Through Phase	4.3	1.4	3.9	1.5	

The proposed PM peak hour signal timing plan with a cycle length of 90 seconds is shown below:

**Proposed PM Peak Hour Signal Timing Plan  
Cycle Length = 90 Seconds**



**E-W Miller Road  
Through Phase**

G = 44.5 sec

Y = 3.9 sec

\*R = 40.1 sec

AR = 1.5 sec

**N-S Seymour Road  
Through Phase**

G = 33.7 sec

Y = 5.0 sec

\*R = 49.9 sec

AR = 1.4 sec

\* Excludes All Red

The proposed diagram in Figure 6.7.5 shows the recommended improvements including upgrading the existing span-wire signal support system to a mast-arm installation. It is also recommended that the stop bars and cross walks be relocated.

A list of the recommended improvements is summarized below:

- Reduce the yellow interval for the east-west phase to 3.9 seconds and increase the yellow interval for the north-south phase to 5.0 seconds.
- Increase the all-red interval to 1.5 seconds for Miller Road.
- Provide a stop bar on the southbound approach.
- Relocate the stop bar on the east and westbound approaches, as per MMUTCD guidelines.
- Provide crosswalks on all the approaches.

- Upgrade the existing span-wire configuration to a mast-arm signal installation.
- Implement the optimized PM signal timing.
- Optimize signal timing for AM and off peak hours.

Operational Evaluation

The results of the level of service analysis for the intersection of Miller Road and Seymour Road indicate that, for the existing conditions during the PM peak hour, the overall intersection level of service is B with 10.8 seconds per vehicle of delay.

With the modifications to the signal phasing and timing including progression and the noted improvements, the overall intersection level of service will be improved to B, with an increased intersection delay of 15.8 seconds per vehicle. Though the delay has increased, it can be justified by the updated clearance interval to reduce the frequency of left-turn head-on crashes which is the predominant crash type at this location. The increased safety benefits outweigh the impact on the increased delay.

The level of service results for the existing conditions and with proposed improvements are shown in Table 6.7.2.

**Table 6.7.2.**  
**Miller Road and Seymour Road**  
**Level of Service Analysis**  
**PM Peak Hour**

Approach/Street	LOS for Existing Conditions		LOS with Proposed Improvements	
	Delay (Sec/Vehicle)	LOS	Delay (Sec/Vehicle)	LOS
NB Seymour Road	22.3	C	18.1	B
SB Seymour Road	26.5	C	20.0	B
EB Miller Road	7.1	A	15.7	B
WB Miller Road	6.6	A	14.1	B
<b>Overall Intersection</b>	<b>10.8</b>	<b>B</b>	<b>15.8</b>	<b>B</b>

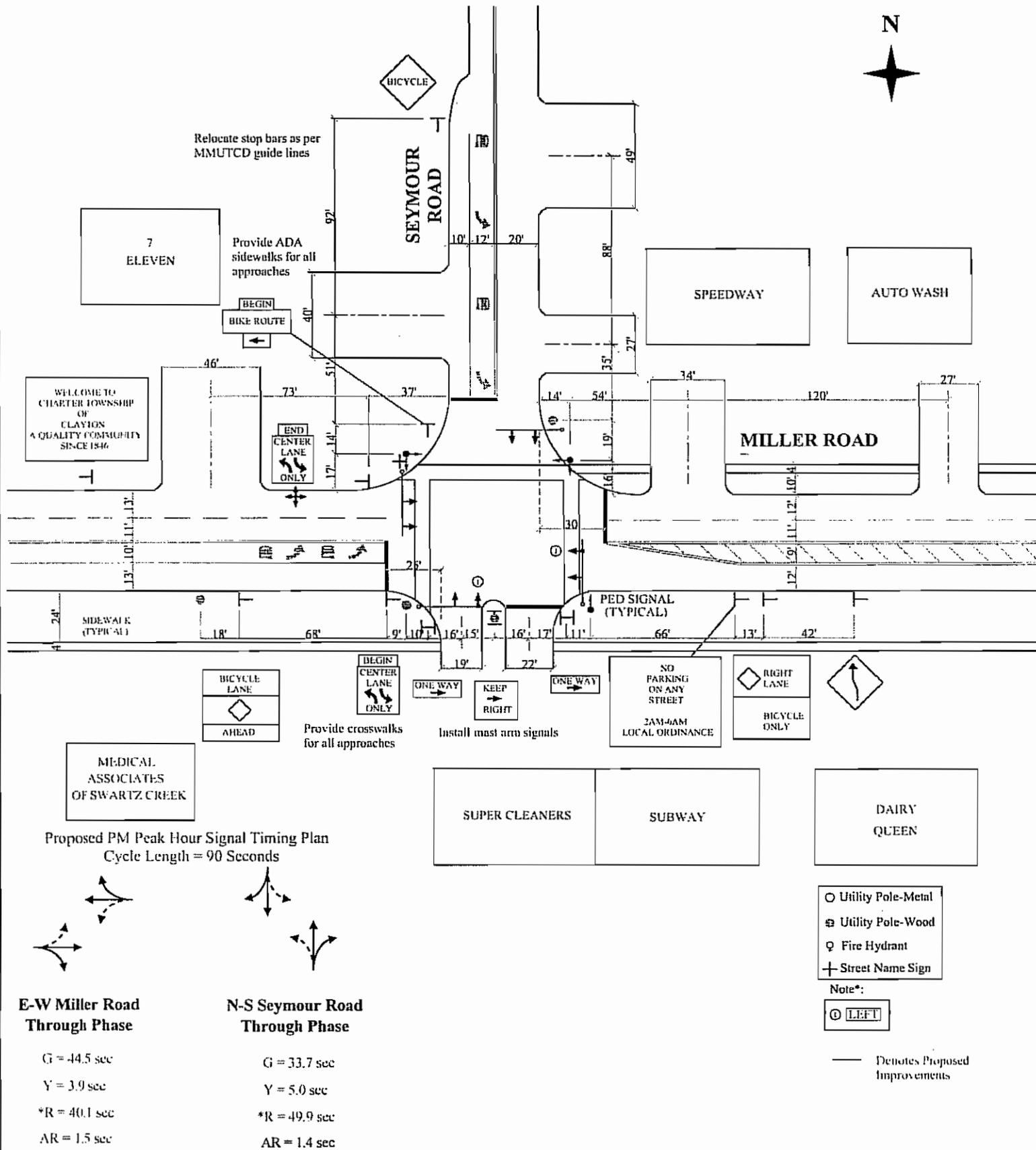


Figure 6.7.5 Proposed Condition Diagram of Miller Road and Seymour Road Intersection (Not to Scale)

**Time-of-Return (TOR) Analysis**  
Miller Road and Seymour Road

Project: Upgrade traffic signals at the intersection to mast-arm configuration.  
Relocate the stop bars on the east and west approaches and install at stop bar at the north approach. Provide cross walks at all approaches.

Total Project Cost: \$243,338.85

1. In the past five years there were 25 accidents within 150' of the intersection.

2. Accidents involving intersection movements may be mitigated.

14 of the 25 accidents may be mitigated by the proposed project.  
7 of the 14 were Head On-Left Turn  
4 of the 14 were Angle  
3 of the 14 were Rear End

3. Looking at the attached crash reduction chart for Installing/Upgrading Flashing Traffic Signals, all accidents will have a crash reduction factor of 0.30.

4. Of all the accidents at this location, none of them were an "A" or "K" type injury accident.

5. PDO/Minor injuries - \$7,500  
"A" injuries - \$52,900  
"K" fatalities - \$1,150,000

6. Head On-Left Turn:

$(7 \text{ PDO}) * (\text{Crash Reduction Factor of } 0.30) * (\$7,500) = \$15,750$

Angle:

$(4 \text{ PDO}) * (\text{Crash Reduction Factor of } 0.30) * (\$7,500) = \$9,000$

Rear End:

$(3 \text{ PDO}) * (\text{Crash Reduction Factor of } 0.30) * (\$7,500) = \$6,750$

An estimated \$31,500 over the five years of the dataset could have been saved through accident mitigation.

7.  $\$31,500 / 5 \text{ years} = \$6,300$  in savings per year.

8.  $\$243,338.85 / \$6,300 = 38.63$  years to recoup the cost of the project in regards to accident mitigation. This is the Time-of-Return (TOR).

## Safety Improvements and Crash Reduction Factors

Proposed Improvement	Projected Crash Reduction
Horizontal Curve Flattening	30% Reduction: Head-On, Sideswipe, Fixed-Object, Overturn
Superelevation Modification	20% Reduction: Head-On, Sideswipe, Fixed-Object, Overturn
Vertical Curve Modification	20% Reduction: Head-On, Sideswipe 10% Reduction: Fixed-Object, Overturn
Construct Center Left-Turn Lane	80% Reduction: Rear-End Left-Turn 50% Reduction: Head-On Left-Turn 20% Reduction: Head-On, Angle, Other* 15% Reduction: Non Left-Turn Rear-End
Construct Right-Turn Lane	65% Reduction: Rear-End Right-Turn 20% Reduction: Non Right-Turn Rear-End, Sideswipe-Same Direction
Intersection Improvements (Realignment, Sight-Distance Improvements, Radii Improvements, Etc.)	30% Reduction: Angle 15% Reduction: Rear-End 10% Reduction: Head-On, Sideswipe, Pedestrian, Bicycle, Left-Turn Related
Install/Upgrade Flashing Traffic Signals	30% Reduction: All Crash Types
Install/Upgrade Pedestrian Signals	30% Reduction: Pedestrian, Bicycle
Install Guardrail	55% Reduction: Fatalities and "A" Injuries
Slope Flattening	15% Reduction: Fixed-Object, Overturn
Widen Shoulders to Standard Width	15% Reduction: All Crash Types
Improve/Upgrade Signing and Pavement Markings at Intersections	30% Reduction: Angle, Rear-End 10% Reduction: Head-On, Pedestrian
Install/Upgrade Signing/Delineation on Horizontal Curves	20% Reduction: Head-On, Sideswipe, Fixed-Object, Overturn
Remove Fixed-Objects From Clear Zone (Trees, Culverts, Etc.)	75% Reduction: Fixed-Object Crashes
Install Centerline Rumble Strips	55% Reduction: Sideswipe-Opposite, Head-On
Install Shoulder Rumble Strips	25% Reduction: Fixed-Object, Overturn
Construct Roundabout	76% Reduction: Fatalities and "A" Injuries 39% Reduction: Minor & PDO Crashes
Construct Sidewalk for Pedestrians	85% Reduction: Pedestrian Crashes
Improve Access Management	10% Reduction: Angle, Rear-End
Provide All-Way Stop-Control Operation at Intersection	60% Reduction: All Crash Types

\* "Other" includes any other crash which might be mitigated by the addition of a center left-turn lane in the judgement of the crash analyst.

### REFERENCES:

The references listed below are the sources recognized by MDOT for obtaining crash reduction factors. If you have a situation that none of these sources can provide a crash reduction factor for, please contact Jim D'Lamater, P.E., MDOT Local Agency Programs Safety Engineer, at 517-335-2224, for review and approval to use alternative reference sources.

- 1). MDOT Safety Programs Unit - Crash Reduction Factors (As recommended by K. Kunde, P.E.); October, 1986.
- 2). Selection Process for Local Highway Safety Projects - Transportation Research Record 847; 1982.
- 3). UKTRP - 85-6, University of Kentucky; March, 1985.



**ROWE INCORPORATED**  
THE ROWE BUILDING  
540 S. SAGINAW ST., STE 200  
POST OFFICE BOX 3748  
FLINT, MICHIGAN 48502

phone (810) 341-7500  
fax (810) 341-7573

March 5, 2008

Mr. Paul Bueche, City Manager  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473

RE: Request For Proposals (RFP)  
Trenchless Sanitary Sewer Rehabilitation

ENGINEERING

LAND  
SURVEYING

AERIAL  
SURVEYING

PLANNING

LANDSCAPE  
ARCHITECTURE

LAND  
DEVELOPMENT  
SERVICES

Dear Mr. Bueche:

The city has received two submittals for the above referenced RFP. Liquiforce Sewer Services from Romulus Michigan, and Young's Environment Cleanup Inc. of Flint, Michigan were the two contractors submitting proposals.

The two prospective contractors were evaluated using the criteria established in Appendix B of the RFP (see contractor evaluation forms attached). Based on this review process, Liquiforce Sewer Services ranked the highest with an average score of 96.2 out of a possible 100 points.

It is our recommendation to the City of Swartz Creek to award the trenchless sanitary sewer rehabilitation work to Liquiforce Sewer Services for a period not to exceed 4 years.

Upon award by City council, we will review the contractor's bonds and insurance to ensure they fulfill the minimum requirements of the contract prior to the start of construction.

If you have any questions, or need additional information regarding this matter, please feel free to contact me.

OFFICES:  
FLINT  
LAPEER  
MT. PLEASANT

SUBSIDIARIES:  
AIR-LAND SURVEYS  
FLINT, MI

MYERS LAND SURVEY CO.  
GRAYLING, MI

Sincerely,  
ROWE INCORPORATED

  
Louis P. Fleury, P.E.  
Project Manager

Enclosure

R:\SDSK\PROJ\06c0063\DOCS\RECOMMENDATION LTR.DOC

CITY OF SWARTZ CREEK  
RFP for Trenchless Sanitary Sewer Rehabilitation

CONTRACTOR EVALUATION FORM

Contractor: LiquiForce

Date: 3-3-08

Reviewer: Tom Swartz

Rating Factors	Score (Out of 10)	Weight	Weighted Score	Maximum Score
Contractor's Ability to Perform	10	x 5.0	50	50
Unit Prices	10	x 2.5	25	25
Warranty	10	x 1.0	10	10
Local Presence	8	x 1.5	12	15
Total Score			97	

CITY OF SWARTZ CREEK  
RFP for Trenchless Sanitary Sewer Rehabilitation

CONTRACTOR EVALUATION FORM

Contractor: LIQUIFORCE

Date: 2/18/08

Reviewer: Low Fleury

Rating Factors	Score (Out of 10)	Weight	Weighted Score	Maximum Score
Contractor's Ability to Perform	10	x 5.0	50	50
Unit Prices	10	x 2.5	25	25
Warranty	10	x 1.0	10	10
Local Presence	7	x 1.5	10.5	15
Total Score			95.5	

CITY OF SWARTZ CREEK  
RFP for Trenchless Sanitary Sewer Rehabilitation

CONTRACTOR EVALUATION FORM

Contractor: YOUNG'S ENVIRONMENTAL

Date: 3-3-08

Reviewer: TOM SVALLER

Rating Factors	Score (Out of 10)	Weight	Weighted Score	Maximum Score
Contractor's Ability to Perform	4	x 5.0	35	50
Unit Prices	8	x 2.5	20	25
Warranty	10	x 1.0	10	10
Local Presence	10	x 1.5	15	15
Total Score			80	

CITY OF SWARTZ CREEK  
RFP for Trenchless Sanitary Sewer Rehabilitation

CONTRACTOR EVALUATION FORM

Contractor: YOUNG'S ENVIRONMENTAL

Date: 2/18/08

Reviewer: Lou Fleury

Rating Factors	Score (Out of 10)	Weight	Weighted Score	Maximum Score
Contractor's Ability to Perform	5	x 5.0	25	50
Unit Prices	8	x 2.5	20	25
Warranty	10	x 1.0	10	10
Local Presence	10	x 1.5	15	15
Total Score			70	

REQUEST FOR PROPOSALS  
FOR  
TRENCHLESS SANITARY SEWER REHABILITATION  
CITY OF SWARTZ CREEK

OWNER: CITY OF SWARTZ CREEK  
8083 CIVIC DRIVE  
SWARTZ CREEK, MI 48473

ENGINEER: ROWE INCORPORATED  
P.O. BOX 3748  
FLINT, MI 48502  
810/341-7500

PROJECT NUMBER: 07C0280

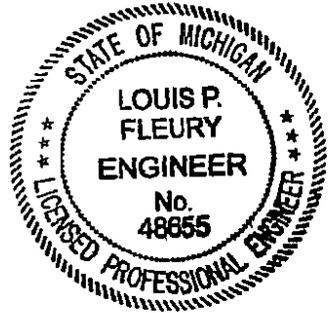
DATE: JANUARY 2008

CITY OF SWARTZ CREEK

REQUEST FOR PROPOSAL FOR  
TRENCHLESS SANITARY SEWER REHABILITATION

PROJECT NUMBER 07C0280

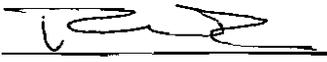
The specifications and other contract documents have been prepared under the direction of the following design professional licensed by the State of Michigan.



A handwritten signature in black ink, appearing to be "LF", written over a horizontal line.

Louis P. Fleury, P.E.  
Professional Engineer No. 48655

[Seal]

The plans, specifications and contract documents have been reviewed by  and final copies released on 1-8-08.

## CONTENTS

Advertisement

Part I – General Information and Requirements

Part II – Proposal Format

Appendix A – Itemized Bid Sheet

Appendix B – Contractor Evaluation Form

Appendix C – Rehabilitation Quantities (2007)

Appendix D – Sample Contract Book

### TECHNICAL SPECIFICATIONS

01570 Traffic Control

02734 Sanitary Sewer Pipe Rehabilitation

02925 Cleanup and Restoration

02930 Turf Establishment

**REQUEST FOR PROPOSALS  
ADVERTISEMENT  
Trenchless Sanitary Sewer Rehabilitation  
City of Swartz Creek**

Sealed Proposals on forms prepared by the Engineer will be received by City of Swartz Creek at 8083 Civic Drive, Swartz Creek MI 48473 until 10:00 a.m. (local time) on January 30, 2008 for the cleaning, reaming, lining and grouting of sanitary sewer in accordance with Specifications and other Contract Documents prepared by ROWE INCORPORATED.

Principal items of work include but is not limited to:

1. Cleaning, Video Inspection, and Calcite Reaming
2. Structural Spot Repair
3. Sanitary Sewer Lateral Cleaning and Repairs
4. Sanitary Sewer Joint Testing and Sealing
5. Structural CIPP Lining

Specifications, and other Contract Documents may be examined at the following locations:

1. ROWE INCORPORATED; Taylor Drive, Flint, Michigan
2. F.W. Dodge Corp., Flint, Michigan
3. Construction Association of Michigan

Specifications and other Contract documents for submitting a bid must be obtained upon application at the office of ROWE INCORPORATED, upon the payment of \$15.00 per set plus \$5.00 per set if mailed. Specifications will not be mailed until payment is received. The non-refundable fee shall be in check form and shall be drawn payable to ROWE INCORPORATED. The Engineer's address is ROWE INCORPORATED, 6211 Taylor Drive, Flint, MI 48507 and the telephone number is 810-341-7500. Bidding documents must be purchased from the engineer. Bids submitted on forms obtained anywhere besides the office of Rowe Incorporated will not be accepted.

Although the exact quantities for the work have not been determined, based on past projects, the anticipated contract amount could range from \$70,000 to \$85,000 annually.

Each proposal shall be accompanied by an acceptable form of a Bid Bond in an amount equal to \$25,000 payable to City of Swartz Creek as a guaranty that if the Proposal is accepted, the Bidder will execute the Contract and file acceptable Performance, Labor and Material Payment and Maintenance and Guarantee Bonds within ten (10) days after, and as a condition precedent to the award of the Contract. The Performance, Labor and Material Payment, and Maintenance and Guarantee Bonds shall be in the amount of 100% of the project cost.

City of Swartz Creek, hereinafter called the Owner, reserves the right to reject any or all Proposals and to waive any formality or technicality in any Proposal in the interest of the Owner.

**PART I**  
**GENERAL INFORMATION AND REQUIREMENTS**

---

A. Purpose

City of Swartz Creek, as part of their ongoing efforts to rehabilitate their sanitary sewer system, is requesting qualified contractors to submit proposals to perform trenchless sanitary sewer inspection and rehabilitation services on various sections of the sanitary sewer system. The exact locations of the proposed work will be determined by the City of Swartz Creek. Over the past few years many sections have been inspected and repaired. Future phases will focus primarily on manhole to manhole lining. The quantities from the city's 2007 project are included in Appendix C.

It is the intent of City of Swartz Creek to select and contract with a full service contractor that has considerable experience with Trenchless Technology. The contractor will be selected to perform the described work for the unit price submitted in their RFP document. The chosen contractor will be contracted for a period of four years to perform work as directed by City of Swartz Creek. During the contract time, City of Swartz Creek has the right, at their discretion, to add or delete quantities of work to the contract at the contracted unit prices. At the end of the four year contract, the contract may be renewed or renegotiated.

B. Scope of Services\*

- 1) Sanitary Sewer Cleaning – removal of debris and grease, root cutting, reaming, and chemical control of roots.
- 2) Video inspections using CCTV with DVD recording of mainline and lateral sewer leads including, recommendations of specific corrective measures. Camera should be capable of rotating 360°.
- 3) Sectional lining with cured in place pipe liner (CIPP) or resin impregnated fabric inversion liner.
- 4) Full length relining of sanitary pipe from manhole to manhole using CIPP or resin impregnated fabric inversion liner.
- 5) Lateral service relining from mainline to property line using CIPP or resin impregnated fabric inversion liner. Installation of clean-out at limits of relining.
- 6) Pipe joint testing and sealing using chemical grout.

\* Rehabilitation will focus primarily on manhole to manhole lining.

C. Proposed Process (Contractor Responsibility)

- 1) Contractor shall clean and videotape the sewer as directed by City of Swartz Creek
- 2) Contractor shall review videotapes and prepare recommendations of required repairs.

- 3) City of Swartz Creek shall review recommendations and direct contractor as to the repairs which are to be completed.
- 4) Contractor shall videotape rehabilitated sewer for City of Swartz Creek review and acceptance.

D. Agreement

The contractor selected will be expected to enter into an agreement similar to the Standard Agreement included in Section 00500 in Appendix D. Any questions or concerns regarding this agreement should be addressed in the request for proposal.

E. Rejection of Proposals

City of Swartz Creek reserves the right to reject any and all of the responses received as a result of this RFP. In addition, the City reserves the right to reject any and all proposals on the basis of potential conflict of interest.

F. Addenda to the RFP

In the event it becomes necessary to revise any part of the RFP, an addendum will be issued to all prospective contractors.

G. Completeness of RFP

The RFP shall address all items completely in Part II. The RFP shall be signed by an officer of the firm authorized to bind the contractor to the provisions. The contents and commitments in the RFP shall remain valid for one hundred twenty days (120) from the date of submittal.

H. Contractor's Responsibilities

The selected Contractor must be capable of providing all services described in the RFP Scope of Services. In the event that the contractor may not be able to perform certain duties, rejection may occur.

If sub-contractors are to be used, the general contractor will be responsible for all work performed under the contract. The City will work directly with the general contractor for the project only. All sub-contractor issues will be dealt with through the general contractor. This includes a joint submission from two contractors that have "teamed" for the project. In this case, one contractor must take overall responsibility for the entire project.

All subcontractors shall be approved by the City in writing prior to the signing of the contract.

I. Acceptance of Proposals

All submitted proposals will be evaluated by City of Swartz Creek personnel and its representatives. The proposals will be judged on their completeness and thoroughness based on the items described in Part II of the RFP. The City reserves the right to evaluate all proposals solely based on the information in the proposal. The City will be the sole judge to choose the method of rehabilitation of the sewer system. The City reserves the right to choose different methods of rehabilitation for separate sections.

J Schedule Dates

The following is an anticipated schedule for the RFP process. City of Swartz Creek reserves the right to alter the schedule as it deems necessary.

Request for Proposals Issued:	January 9, 2008
Proposals Due:	January 30, 2008
Proposal Evaluations Complete:	February 29, 2008
City Council	March 10, 2008

L. Evaluation and Selection

City staff and its representatives will evaluate the proposals against the mandatory criteria in Part II. Proposals not meeting all of the mandatory requirements will be rejected without further consideration. Proposals that do meet all mandatory requirements will be scored against the criteria. The City's intent is to enter into an agreement with the highest ranking contractor. The evaluation criteria are included below:

Compliance with Mandatory Criteria:	Yes/No
Contractor's Ability to Perform/References	50%
Unit Prices:	25%
Warranty:	10%
Michigan Based:	15%

City of Swartz Creek reserves the right to alter one or all of the components and their weights following the submission and evaluation of the proposals. Contractors waive all rights to make claims against the City regarding the evaluation or selection of Contractor.

**PART II  
PROPOSAL FORMAT**

---

A. Six (6) copies of the Proposal shall be submitted.

B. The following information shall be used in evaluating the proposals:

1) Bid Bond

All firms submitting a proposal must sign and include the bid bond in their submittal to be considered for the project.

2) History of the Firm

Proposals shall contain a concise history of the firm, list of the corporate officers, all relevant experience, and any specific capabilities of the firm.

3) Project Experience

Include details of any projects similar to this RFP that have been completed by the firm. Include general cost of the projects and any relevant staff that worked on the project. At least four (4) references shall be included with a description of the projects completed.

4) Unit Prices

The completed unit price bid sheet included in Appendix A must be completed and included in the proposal. A majority of the work will take place within utility easements located in backyard areas. Contractors are required to provide unit prices for both backyard work (Utility Easements) as well as work within the road right of way. Costs will not be the only deciding factor in selecting a contractor. Costs are to be valid for a period of four years or the length of the contract.

5) Project Understanding

The statement of understanding shall be complete and concise and should be directed at this project as the contractor understands the scope and responsibilities. The statement should describe the services that the contractor shall provide and any conflicts they see. All products and processes to be used must be included as well as if any of the products or processes are proprietary.

6) Warranty

The standard company warranty details must be included and the ability of the firm to meet these warranty requirements. A minimum 2 year warranty is required for all lining operations. A minimum of a 1 year warranty is required for all grouting operations.

7) Local Presence

The proposing firm shall have operations based in Michigan to be eligible for the full scoring for this section.

- C. Any additional information pertinent to the proposal is acceptable.
- D. The proposal shall designate a single representative of the firm for contact purposes between the City and the firm.
- E. The contractor must acquire the required insurance as outlined in this RFP.
- F. The contractor must submit a statement that no conflicts of interest exist at the submission of this RFP.

**APPENDIX A**  
**Itemized Bid Sheet**

**CITY OF SWARTZ CREEK**  
**SANITARY SEWER TRENCHLESS REHABILITATION**  
**ITEMIZED BID SHEET**  
**WORK IN UTILITY EASEMENTS**

ITEM	DESCRIPTION	UNIT	UNIT PRICE
<b>PART I - Cleaning, Video Inspection &amp; Reaming</b>			
A	High Pressure Water Jet Cleaning. All sizes.	FT	
B	Sanitary Sewer CCTV (Closed Circuit Television) inspection recorded on DVD.	FT	
C	Sanitary Sewer Calcite Reaming		
	Light - equal or less than 20% cross sectional area loss	FT	
	Heavy - greater than 20% cross sectional area loss	FT	
D	Sanitary Sewer Reaming/Cutting Roots with Approved Reamers and Cutters		
	Light - equal or less than 20% cross sectional area loss	FT	
	Heavy - greater than 20% cross sectional area loss	FT	
E	Reaming of Protruding Lateral utilizing approved remote controlled robotic reamer with CCTV assistance.	EA	
F	Lateral Reinstatement	EA	
<b>PART II - Structural Spot Repair as determined by Engineer</b>			
A	Pipe point structural spot repair with Cured-In-Place pipe (inverted tube liner) as specified including: sewer cleaning, pre and post video inspection with DVD and report.		
	8" Diameter - 3' to 10' length	EA	
	8" Diameter - additional length greater than 10'	FT	
	10" Diameter - 3' to 10' length	EA	
	10" Diameter - additional length greater than 10'	FT	
	12" Diameter - 3' to 10' length	EA	
	12" Diameter - additional length greater than 10'	FT	
	15" Diameter - 3' to 10' length	EA	
	15" Diameter - additional length greater than 10'	FT	
	18" Diameter - 3' to 10' length	EA	
	18" Diameter - additional length greater than 10'	FT	
<b>PART III - Sanitary Sewer Lateral Cleaning and Repairs</b>			
A	Lateral sewer CCTV (Closed Circuit Television) inspection through mainline sewer including DVD and report.	FT	
B	Installation of 6" Diameter inverted type CIPP Lateral Liner (up to R.O.W.) from mainline sewer, including vacuum excavation and installation of a clean out to surface. Preparatory work of cleaning and removal of debris in lateral and temporary restoration of disturbed surface to be included.	FT	
<b>PART IV - Sanitary Sewer Joint Testing &amp; Sealing</b>			
A	Sanitary Sewer Pipe Joint Sealing with approved Sealant including testing and removal of excess grout.		
	8" Diameter	JOINT	
	10" Diameter	JOINT	
	12" Diameter	JOINT	
	15" Diameter	JOINT	
	18" Diameter	JOINT	
<b>PART V - Structural CIPP Lining (Fully Deteriorated)</b>			
A	Manhole to Manhole CIPP Lining for 8" Diameter Mains	FT	
B	Manhole to Manhole CIPP Lining for 10" Diameter Mains	FT	
C	Manhole to Manhole CIPP Lining for 12" Diameter Mains	FT	
D	Manhole to Manhole CIPP Lining for 15" Diameter Mains	FT	
E	Manhole to Manhole CIPP Lining for 18" Diameter Mains	FT	

**Note: See Appendix C for historical quantities**

**CITY OF SWARTZ CREEK**  
**SANITARY SEWER TRENCHLESS REHABILITATION**  
**ITEMIZED BID SHEET**  
**WORK IN PUBLIC RIGHT OF WAY**

ITEM	DESCRIPTION	UNIT	UNIT PRICE
<b>PART I - Cleaning, Video Inspection &amp; Reaming</b>			
A	High Pressure Water Jet Cleaning. All sizes.	FT	
B	Sanitary Sewer CCTV (Closed Circuit Television) inspection recorded on DVD.	FT	
C	Sanitary Sewer Calcite Reaming		
	Light - equal or less than 20% cross sectional area loss	FT	
	Heavy - greater than 20% cross sectional area loss	FT	
D	Sanitary Sewer Reaming/Cutting Roots with Approved Reamers and Cutters		
	Light - equal or less than 20% cross sectional area loss	FT	
	Heavy - greater than 20% cross sectional area loss	FT	
E	Reaming of Protruding Lateral utilizing approved remote controlled robotic reamer with CCTV assistance.	EA	
F	Lateral Reinstatement	EA	
<b>PART II - Structural Spot Repair as determined by Engineer</b>			
A	Pipe point structural spot repair with Cured-In-Place pipe (inverted tube liner) as specified including: sewer cleaning, pre and post video inspection with DVD and report.		
	8" Diameter - 3' to 10' length	EA	
	8" Diameter - additional length greater than 10'	FT	
	10" Diameter - 3' to 10' length	EA	
	10" Diameter - additional length greater than 10'	FT	
	12" Diameter - 3' to 10' length	EA	
	12" Diameter - additional length greater than 10'	FT	
	15" Diameter - 3' to 10' length	EA	
	15" Diameter - additional length greater than 10'	FT	
	18" Diameter - 3' to 10' length	EA	
	18" Diameter - additional length greater than 10'	FT	
<b>PART III - Sanitary Sewer Lateral Cleaning and Repairs</b>			
A	Lateral sewer CCTV (Closed Circuit Television) inspection through mainline sewer including DVD and report.	FT	
B	Installation of 6" Diameter inverted type CIPP Lateral Liner (up to R.O.W.) from mainline sewer, including vacuum excavation and installation of a clean out to surface. Preparatory work of cleaning and removal of debris in lateral and temporary restoration of disturbed surface to be included.	FT	
<b>PART IV - Sanitary Sewer Joint Testing &amp; Sealing</b>			
A	Sanitary Sewer Pipe Joint Sealing with approved Sealant including testing and removal of excess grout.		
	8" Diameter	JOINT	
	10" Diameter	JOINT	
	12" Diameter	JOINT	
	15" Diameter	JOINT	
	18" Diameter	JOINT	
<b>PART V - Structural CIPP Lining (Fully Deteriorated)</b>			
A	Manhole to Manhole CIPP Lining for 8" Diameter Mains	FT	
B	Manhole to Manhole CIPP Lining for 10" Diameter Mains	FT	
C	Manhole to Manhole CIPP Lining for 12" Diameter Mains	FT	
D	Manhole to Manhole CIPP Lining for 15" Diameter Mains	FT	
E	Manhole to Manhole CIPP Lining for 18" Diameter Mains	FT	

Note: See Appendix C for historical quantities

**APPENDIX B**  
**Contractor Evaluation Form**

**APPENDIX C**  
**Rehabilitation Quantities**  
**(2007)**

**Swartz Creek Lining Summary - February 2007**

---

<b>Street</b>	<b>Size</b>	<b>Length</b>
Durwood Easement	8	206'5"
Durwood Easement	8	201'7"
Durwood Easement	8	50'0"
Seymour	8	102'8"
Oakview Easement	8	187'6"
Seymour Easement	8	204'2"
Seymour Easement	8	299'4"
Seymour Easement	8	251'0"
Seymour Easement	8	211'0"
Oakview Easement	8	310'0"
Oakview Easement	8	132'0"
Oakview Easement	8	309'0"

**APPENDIX D**  
**Sample Contract Book**

BID BOND

**BIDDER (Name and Address):**

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

**SURETY (Name and Address of Principal Place of Business):**

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

**OWNER (Name and Address):**

City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473

**BID**

BID DUE DATE: January 30, 2008

PROJECT (Brief Description Including Location):

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

**BOND**

BOND NUMBER: \_\_\_\_\_

DATE (Not later than bid due date): \_\_\_\_\_

PENAL SUM: \_\_\_\_\_

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER  
\_\_\_\_\_  
(Seal)  
Bidder's Name and Corporate Seal

SURETY  
\_\_\_\_\_  
(Seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.  
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by OWNER, or
  - 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

**THIS AGREEMENT** is by and between City of Swartz Creek

(hereinafter called OWNER) and \_\_\_\_\_

(hereinafter called CONTRACTOR).

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

**ARTICLE 1 - WORK**

---

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

Cleaning, reaming, lining and grouting sanitary sewer

**ARTICLE 2 - THE PROJECT**

---

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Trenchless Sanitary Sewer Rehabilitation

**ARTICLE 3 - ENGINEER**

---

3.01 The Project has been designed by Rowe Incorporated who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 - CONTRACT TIMES**

---

4.01 Time of the Essence

- A. The contract unit prices are established and will be unchanged for four years, ending on March 10, 2012.
- B. Time for completion of each rehabilitation project will be discussed between the Owner and Contractor. A timeframe will be established by the Owner and agreed upon by the Contractor.

## ARTICLE 5 - CONTRACT PRICE

---

- 5.01 The OWNER shall pay the CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work on the bid schedule times the actual completed quantity of that item.

As provided in paragraph 11.03 of the General Conditions, estimate quantities are not guaranteed and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03.B of the General Conditions.

The estimated quantities of work will be established by the township each year of the three year contract.

## ARTICLE 6 - PAYMENT PROCEDURES

---

### 6.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

### 6.02 Progress Payments; Retainage

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment at monthly intervals during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
    - a. 90% of Work completed (with the balance being retainage). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the

remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made.

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 150% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

#### 6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

#### ARTICLE 7 - INTEREST

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- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 8% per annum.

#### ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

---

- 8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:
- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 - CONTRACT DOCUMENTS

---

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 8, inclusive);
  - 2. Maintenance and Guaranty Bond (pages 1 to 2, inclusive) **to be renewed when each year's quantities are established by the city;**
  - 3. General Conditions (pages 1 to 42, inclusive);

4. Supplementary Conditions (pages 1 to 7, inclusive);
  5. Specifications as listed in the table of contents of the Project Manual;
  6. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive);
  7. Exhibits to this Agreement (enumerated as follows):
    - a. Notice to Proceed (pages 1 to 1, inclusive);
    - b. CONTRACTOR's Itemized Bid Sheet (pages 1 to 1, inclusive);
    - c. Documentation submitted by CONTRACTOR prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive);
  8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Written Amendments;
    - b. Work Change Directives;
    - c. Change Order(s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

## ARTICLE 10 - MISCELLANEOUS

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### 10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

### 10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may 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 assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### 10.03 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 Other Provisions

None

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

This Agreement will be effective on , \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Swartz Creek

By: \_\_\_\_\_

[CORPORATE SEAL]

By: \_\_\_\_\_

[CORPORATE SEAL]

Attest \_\_\_\_\_

Address for giving notices

City of Swartz Creek

8083 Civic Drive

Swartz Creek, MI 48473

Designated Representative:

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Facsimile \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices .

Designated Representative:

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Facsimile \_\_\_\_\_

**PERFORMANCE BOND**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): SURETY (Name and Address of Principal Place of Business):

OWNER City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473

**CONTRACT**

Date:  
Amount:  
Description (Name and Location):

**BOND**

Date (Not earlier than Contract Date):  
Amount:  
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

**CONTRACTOR AS PRINCIPAL**

Company: (Corp. Seal)

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

Name and Title:

**SURETY**

Company: (Corp. Seal)

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

Name and Title:  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required)

**CONTRACTOR AS PRINCIPAL**

Company: (Corp. Seal)

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

Name and Title:

**SURETY**

Company: (Corp. Seal)

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

Name and Title:

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
  - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
  - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
  - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
    - 3.3.1. The Surety in accordance with the terms of the Contract;
    - 3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
  - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
    - 4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or
    - 4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limited extent, the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
  - 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
  - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed, delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.
  - 12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
  - 12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

**PAYMENT BOND**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY

(Name and Address of  
Principal Place of Business):

OWNER      City of Swartz Creek  
              8083 Civic Drive  
              Swartz Creek, MI 48473

CONTRACT

Date:  
Amount:  
Description (Name and Location):

BOND

Date (Not earlier than Contract Date):  
Amount:  
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Company: \_\_\_\_\_ (Corp. Seal)

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

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

Name and Title:

Name and Title:  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required)

CONTRACTOR AS PRINCIPAL

SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Company: \_\_\_\_\_ (Corp. Seal)

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

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

Name and Title:

Name and Title:

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
    1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.
9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
  - 15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
  - 15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

MAINTENANCE AND GUARANTY BOND

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

Contractor, as principal and \_\_\_\_\_

\_\_\_\_\_ as surety, are held and firmly

bound unto \_\_\_\_\_,

in the sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_)

good and lawful money of the United States of America, to be paid to Owner, its legal representatives and assigns, for which payment well and truly made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents.

Scaled with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_ .

WHEREAS, the above named principal has entered into a certain written contract with \_\_\_\_\_, dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_, wherein the said principal covenanted and agreed as follows, to wit:

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

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that by and under said contract, the above named principal has agreed with the said Owner that for a period of two years from the date of payment of Final Estimate, to keep in good order and repair any defect in all the work done under said contract either; by the principal or his sub-contractors, or his material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other work affected in making good such imperfections, shall also be made good all without expense to the Owner, excepting only such part or parts of said work as may have been disturbed without the consent or approval of the principal after the final acceptance of the work, and that when ever directed so to do by the Owner, by notice served WILL PROCEED at once to make such repairs as directed by said Owner; and in case of failure so to do within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the said Owner shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof to, and receive same from said principal or surety.

If any repair is necessary to be made at once to protect life and property, then and in that case, the said Owner may take immediate steps to repair or barricade such defects without notice to the contractor. In such accounting the said Owner shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actually paid therefore shall be charged to the principal or surety. In this connection the judgement of said Owner is final and conclusive. If the said principal for a period of two (2) years from the date of payment of Final Estimate, shall keep said work so constructed under said contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said principal after the final acceptance of the same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said Owner for any expense incurred by making such repairs, should the principal or surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the said Owner from all suits and actions for damage of every name and description brought or claimed against it for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts of omissions or through the negligence of said principal, servants, agents or employees in the prosecution of the work included in said contract, and from any and all claims arising under the Workmen's Compensation Act, so-called, of the State of Michigan, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this \_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_.

Signed, Sealed and Delivered  
In the Presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (L.S.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (L.S.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (L.S.)

NOTE; Bond must show complete NAME AND ADDRESS OF LOCAL AGENT AND HOME COMPANY.

NOTICE OF AWARD

Dated \_\_\_\_\_

TO: \_\_\_\_\_  
(BIDDER)

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

\_\_\_\_\_

\_\_\_\_\_

Contract: \_\_\_\_\_  
(Insert name of Contract as it appears in the Bidding Documents)

Project: \_\_\_\_\_

OWNER's Contract No. \_\_\_\_\_

\_\_\_\_\_

You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for \_\_\_\_\_

\_\_\_\_\_ (Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your Contract is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

\_\_ copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. \_\_ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the OWNER \_\_ fully executed counterparts of the Contract Documents. [Each of the Contract Documents must bear your signature.
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders (Article 20), [and] General Conditions (paragraph 5.01) [and Supplementary Conditions (paragraph SC-5.01).]



NOTICE TO PROCEED

Dated \_\_\_\_\_

TO: \_\_\_\_\_  
(CONTRACTOR)

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

Contract: \_\_\_\_\_  
(Insert name of Contract as it appears in the Contract Documents)

Project: \_\_\_\_\_

OWNER'S CONTRACT NO. \_\_\_\_\_

You are notified that the Contract Times under the above contract will commence to run on \_\_\_\_\_ . By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the date of Substantial Completion is \_\_\_\_\_ and the date of readiness for final payment is \_\_\_\_\_ .

Before you may start any Work at the Site, paragraph 2.05.C of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must  
(add other requirements, if any)

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

\_\_\_\_\_  
(OWNER)

By:

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

Copy to ENGINEER

APPLICATION FOR PAYMENT

To (Owner):  
Contract For:  
Project Number:  
Contractor:  
For Period Ending:  
Recommendation Number:  
Page: 1 of

STATEMENT OF WORK:

Work to Date:  
Amount Retained:  
Subtotal:  
Previous Payments Recommended:  
Amount Due This Application:

CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that : (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment, (2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_  
(Authorized Signature)

Engineer's Recommendation:  
Payment of the amount due this application is recommended.

ROWE INCORPORATED

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

**CHANGE ORDER**

No. \_\_\_\_\_

PROJECT: \_\_\_\_\_

OWNER: \_\_\_\_\_

CONTRACT NO: \_\_\_\_\_ DATE OF ISSUANCE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ ENGINEER: Rowe Incorporated

You are directed to make the following changes in the Contract Documents:

Description:

Reason for Change Order:

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original contract price: _____	Original contract times: _____
	Substantial completion: _____
	Ready for final payment: _____
Net change from previous change orders: _____	Net change from previous change orders: _____
Contract price prior to this change order: _____	Contract times prior to this change order: _____
Net increase/decrease of this change order: _____	Net increase/decrease of this change order: _____
Contract price with all approved change orders: _____	Contract times with all approved change orders: _____
	Substantial completion: _____
	Ready for final payment: _____

RECOMMENDED: \_\_\_\_\_ DATE  
 ROWE INCORPORATED

APPROVED: \_\_\_\_\_ DATE  
 OWNER

ACCEPTED: \_\_\_\_\_ DATE  
 CONTRACTOR

CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE OF ISSUANCE \_\_\_\_\_

OWNER \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

Contract: \_\_\_\_\_

Project: \_\_\_\_\_

OWNER's Contract No. \_\_\_\_\_ ENGINEER's Project No. \_\_\_\_\_

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To \_\_\_\_\_  
OWNER

And To \_\_\_\_\_  
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

\_\_\_\_\_  
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within \_\_\_\_\_ days of the above date of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

OWNER: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The following documents are attached to and made a part of this Certificate:

\_\_\_\_\_

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

\_\_\_\_\_

Executed by ENGINEER on \_\_\_\_\_  
Date

\_\_\_\_\_  
ENGINEER

By: \_\_\_\_\_  
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on \_\_\_\_\_  
Date

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_  
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on \_\_\_\_\_  
Date

\_\_\_\_\_  
OWNER

By: \_\_\_\_\_  
(Authorized Signature)

**CONSENT OF SURETY  
Request for Adjustment of Retainage**

PROJECT TITLE: Sanitary Sewer Rehabilitation

PROJECT NO.: 07C0280

OWNER: City of Swartz Creek

PROJECT MANAGER \_\_\_\_\_ CONTRACT NO. \_\_\_\_\_

RESIDENT PROJECT ENGINEER \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

The Contractor, \_\_\_\_\_, hereby requests that the percentage of progress payment estimates retained by the Owner under the provisions of the Contract Documents be REDUCED to \_\_\_\_\_%.

by: \_\_\_\_\_  
Contractor Representative Date

The Surety on the Performance Bond for said Project \_\_\_\_\_ hereby approved the foregoing request.  
Surety Company

Power of Attorney must be attached to original copy  
by: \_\_\_\_\_  
Attorney-in-fact Date

Approval IS/IS NOT recommended: The percentage of completion as of \_\_\_\_\_ is \_\_\_\_\_% and the present percentage of elapsed time as of \_\_\_\_\_ is \_\_\_\_\_%.

by: \_\_\_\_\_  
ROWE INCORPORATED

Approval IS/IS NOT recommended:

by: \_\_\_\_\_  
ROWE INCORPORATED Date

APPROVED/DISAPPROVED

BY \_\_\_\_\_  
For the Owner

**CONSENT OF SURETY  
For Final Payment**

PROJECT NAME: Sanitary Sewer Rehabilitation

OWNER: City of Swartz Creek

PROJECT NO.: 07C0280

TYPE OF CONTRACT: cleaning, reaming, lining and grouting sanitary sewer

AMOUNT OF CONTRACT: \_\_\_\_\_

In accordance with the provisions of the above-named contract between the Owner and the Contractor, the following named surety:

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

on the Payment bond of the following-named Contractor:

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

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the Owner as set forth in said Surety company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Signature of Authorized Representative)

TITLE \_\_\_\_\_

(Corporate Seal)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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AMERICAN CONSULTING ENGINEERS COUNCIL

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AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

Construction Specifications Institute

These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8-A-2) (1996 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC User's Guide (No. 1910-50). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition).

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National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council  
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers  
345 East 47th Street, New York, NY 10017

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## GENERAL CONDITIONS

### ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

---

#### 1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include 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 Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such 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.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum

products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

## 1.02 Terminology

### A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to

ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

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2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and
3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

#### 2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

#### 2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to

CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

### ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

#### 3.01 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

#### 3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations 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 in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

### 3.03 Reporting and Resolving Discrepancies

#### A. Reporting Discrepancies

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

#### B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

### 3.05 Reuse of Documents

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not 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 of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

## ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

### 4.01 Availability of Lands

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

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

#### 4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

#### 4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

#### C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

#### B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

#### 4.05 *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER

whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 Hazardous Environmental Condition at Site

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area

affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work; and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 5 - BONDS AND INSURANCE

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### 5.01 *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment 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 when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as 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 Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or 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 paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and

### 5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

### 5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

### 5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as 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 it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11; and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final

payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

#### 5.05 OWNER's Liability Insurance

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

#### 5.06 Property Insurance

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

#### 5.07 *Waiver of Rights*

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect

OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or

ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

#### 5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and 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 moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary 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 be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

#### 5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

#### 5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated 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 permitted to lapse on account of any such partial use or occupancy.

### ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

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#### 6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying 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, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto 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 or received from the superintendent shall be binding on CONTRACTOR.

#### 6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract

Documents, 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 written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

#### 6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

#### 6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

#### 2. *Substitute Items*

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment

will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

#### 6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis

of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGI-

NEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

#### 6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

## 6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

## 6.10 *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

## 6.11 *Use of Site and Other Areas*

### A. *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor 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.

## 6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

### 6.13 *Safety and Protection*

A. 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:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

### 6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

### 6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

### 6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

### 6.17 *Shop Drawings and Samples*

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

#### D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

#### E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

#### F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

#### 6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

#### 6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by OWNER.

#### 6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A 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 such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

## ARTICLE 7 - OTHER WORK

### 7.01 Related Work at Site

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and
2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any,

of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

#### 7.02 Coordination

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

## ARTICLE 8 - OWNER'S RESPONSIBILITIES

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### 8.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

### 8.02 Replacement of ENGINEER

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

### 8.03 Furnish Data

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

### 8.04 Pay Promptly When Due

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

### 8.05 Lands and Easements; Reports and Tests

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

### 8.06 Insurance

A. OWNER's responsibilities, if any, in respect of purchasing and maintaining liability and property insurance are set forth in Article 5.

### 8.07 Change Orders

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

#### 8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

#### 8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

#### 8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

#### 8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

### ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

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#### 9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

#### 9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work

is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site 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 generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

#### 9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

#### 9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

#### 9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

#### 9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

#### 9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

#### 9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

#### 9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and 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 this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) 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 by Laws or Regulations in respect of any such Claim, dispute, or other matter.

#### 9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

## ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

### 10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

### 10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

### 10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

### 10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

### 10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such

Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

#### ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

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##### 11.01 *Cost of the Work*

A. *Costs Included:* 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. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. 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 paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include

without limitation superintendents, foremen, and other personnel employed full time at the Site. 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' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract 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 and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers,

which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than 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, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than 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. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, 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 payments.

4. 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 supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted

accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

#### 11.02 Cash Allowances

A. 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 performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

### ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

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#### 12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee*: The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

#### 12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

#### 12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

#### 12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

#### 12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

#### 12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS;  
CORRECTION, REMOVAL OR ACCEPTANCE OF  
DEFECTIVE WORK

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13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and
3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

### 13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

### 13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others):

### 13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations 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, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or

relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

### 13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

### 13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by

ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, 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 incorporate 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, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

## ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

### 14.01 Schedule of Values

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments

and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

### 14.02 Progress Payments

#### A. Applications for Payments

1. At least 20 days before the date established for each progress payment (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 such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

#### B. Review of Applications

1. ENGINEER will, within 10 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.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional

and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and
- c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it

would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Written Amendment or Change Orders;
- c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or
- d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

#### C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

#### D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

- a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling OWNER to a set-off against the amount recommended; or
- d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to

ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

#### 14.03 *CONTRACTOR's Warranty of Title*

A. 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 no later than the time of payment free and clear of all Liens.

#### 14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER 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 in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of

Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the

division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 *Final Payment*

##### A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral

satisfactory to OWNER to indemnify OWNER against any Lien.

##### B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment 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 for Payment.

##### C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

#### 14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

#### 14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

#### ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

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##### 15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

##### 15.02 OWNER May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven 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), incorporate in the Work all materials and equipment stored at the Site or 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 not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

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

##### 15.03 OWNER May Terminate For Convenience

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 CONTRACTOR May Stop Work or Terminate

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

### ARTICLE 16 - DISPUTE RESOLUTION

#### 16.01 Methods and Procedures

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

### ARTICLE 17 - MISCELLANEOUS

#### 17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will 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 registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

#### 17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will 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 will be omitted from the computation.

#### 17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

#### 17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

#### 17.05 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

## SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-3.03 Add the following new paragraph immediately after paragraph 3.30.B:

C. Interpretation of Conflicting Provisions of Contract Documents

In the event of a conflict between two or more sections of the contract documents, the contract requirements will be defined by the provisions of these sections in the following order of precedence:

- Addenda (in descending order)
- Drawings
- Specifications

SC-4.02 Add the following new paragraph(s) immediately after paragraph 4.02.B:

- C. In the preparation of Drawings and Specifications, ENGINEER or ENGINEER's Consultants relied upon the following reports of explorations and tests of subsurface conditions at the Site: None
- D. In the preparation of Drawings and Specifications, ENGINEER or ENGINEER's Consultants relied upon the following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the Site: None

SC-5.04 Add the following new paragraph immediately after paragraph 5.04.B:

- C. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

		MINIMUM LIMITS(000's)
1	<u>WORKERS COMPENSATION</u>	
	a. Part One: Compensation	Statutory
	b. Part Two: Employee's Liability:	
	accident	\$100
	disease	\$100
	aggregate disease	\$500

2. GENERAL LIABILITY ("1973" form)

- |    |   |       |
|----|---|-------|
| a. | Bodily Injury-Each Occurrence Limit           | \$500 |
| b. | Bodily Injury-Aggregate Limit                 | \$500 |
| c. | Property Damage-Each Occurrence Limit         | \$250 |
| d. | Property Damage-Aggregate Limit               | \$500 |
| e. | Products/Completed Operations Aggregate Limit | \$500 |

OR

- |    |   |         |
|----|---|---------|
| a. | Combined Single Limit Each Occurrence Limit | \$1,000 |
| b. | Combined Single Limit Aggregate Limit       | \$1,000 |

3. COMPREHENSIVE AUTOMOBILE LIABILITY

- |    |                                       |       |
|----|---------------------------------------|-------|
| a. | Bodily Injury-Each Occurrence Limit   | \$500 |
| b. | Property Damage-Each Occurrence Limit | \$250 |

OR

- |    |   |         |
|----|---|---------|
| a. | Combined Single Limit<br>No Fault Statutory | \$1,000 |
|----|---|---------|

4. OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY ("1973" form)

- |    |                                       |       |
|----|---------------------------------------|-------|
| a. | Bodily Injury-Each Occurrence Limit   | \$500 |
| b. | Property Damage-Each Occurrence Limit | \$250 |
| c. | Property Damage-Aggregate Limit       | \$500 |

OR

- |    |                       |         |
|----|-----------------------|---------|
| a. | Combined Single Limit | \$1,000 |
|----|-----------------------|---------|

5. UMBRELLA or EXCESS LIABILITY \$1,000

6. The Owner's and Contractor's Protective Liability Insurance shall include the following persons or entities as insureds:

- |    |                          |
|----|--------------------------|
| a. | The City of Swartz Creek |
| b. | ROWE INCORPORATED        |
| c. | Genesee County Road      |

SC-6.06.C Add the following sentence at the end of paragraph 6.06.C:

OWNER or ENGINEER may furnish to any such Subcontractor, Supplier, or other individual or entity, to the extent practicable, information about amounts paid to CONTRACTOR on account of Work performed for CONTRACTOR by a particular Subcontractor, Supplier, or other individual or entity.

SC-7.03 Add the following new paragraph immediately after paragraph GC-7.02:

SC-7.03 Claims Between Contractors

- A. Should CONTRACTOR cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of CONTRACTOR's performance of the Work at the Site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, ENGINEER's Consultants, or the construction coordinator, CONTRACTOR shall promptly attempt to settle with such separate contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.
- B. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against OWNER, ENGINEER, ENGINEER's Consultants, or the construction coordinator to the extent said claim is based on or arises out of CONTRACTOR's performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of work by any separate contractor at the Site give rise to any other Claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, ENGINEER's Consultants, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER, ENGINEER, ENGINEER's Consultants or the construction coordinator on account of any such damage or Claim.
- C. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor, and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, ENGINEER's Consultants, and construction coordinator for any delay, disruption, interference, or hindrance caused

by any separate contractor. This paragraph does not prevent recovery from OWNER, ENGINEER, ENGINEER's Consultant, or construction coordinator for activities that are their respective responsibilities.

SC-8.11 Add the following new paragraph immediately after paragraph 8.11.A:

- B. On request of CONTRACTOR prior to the execution of any Change Order involving a significant increase in the Contract Price, OWNER shall furnish to CONTRACTOR reasonable evidence that adequate financial arrangements have been made by OWNER to enable OWNER to fulfill the increased financial obligations to be undertaken by OWNER as a result of such Change Order.

SC-11.03.C Delete paragraph 11.03.C in its entirety and insert the following in its place:

- C. There will be no adjustments made to unit prices, regardless of quantities.

SC-14.05.A Add the following new paragraph immediately after paragraph 14.05.A.1, which is to read as follows:

- 2. OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER, and within a reasonable time thereafter OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such lists to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

Paragraph 14.05.A.2 shall be renumbered to 14.05.A.3.

SC-16 Add the following new paragraph immediately after paragraph 16.01:

SC-16.02 Mediation

- A. OWNER and CONTRACTOR agree that they shall submit any and all unsettled Claims or counterclaims, disputes, or other matters in question between them arising

out of or relating to the Contract Documents or the breach thereof to mediation by a mutually acceptable mediator [prior to either of them initiating against the other a demand for arbitration pursuant to paragraph SC-16.03, unless delay in initiating arbitration would irrevocably prejudice one of the parties. The 30 day time limit within which to file a demand for arbitration as provided in paragraphs SC-16.03.B and 16.03.C shall be suspended with respect to a dispute submitted to mediation within that time limit and shall remain suspended until 10 days after the termination of the mediation.] The mediator of any dispute submitted to mediation under this agreement shall not serve as arbitrator of such dispute unless otherwise agreed.

SC-16 Add the following new paragraph immediately after paragraph SC-16.02.

SC-16.03 Arbitration

- A. All Claims or counterclaims, disputes, or other matters in question between OWNER and CONTRACTOR arising out of or relating to the Contract Documents or the breach thereof (except for Claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.09) not resolved under the provisions of paragraph SC-16.02 will be decided by binding arbitration in accordance with the then obtaining, subject to the limitations of this paragraph SC-16.03. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. No demand for arbitration of any Claim or counterclaim, dispute, or other matter that is required to be referred to ENGINEER initially for decision in accordance with paragraph 9.09 will be made until the earlier of: (i) the date on which ENGINEER has rendered a written decision, or (ii) the 31st day after the parties have presented their final evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such Claim or counterclaim, dispute, or other matter will be made later than 30 days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with paragraph 10.05; and the failure to demand arbitration within said 30 day period will result in ENGINEER's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.
- C. Notice of the demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the 30 day period specified in paragraph SC-16.03.B, and in all other cases within a reasonable time after the Claim or counterclaim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal

or equitable proceedings based on such Claim or other dispute or matter in question would be barred by the applicable statute of limitations.

- D. Except as provided in paragraph SC-16.03.E, no arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder, or in any other manner any other individual or entity (including ENGINEER, and ENGINEER's Consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
  2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings; and
  3. the written consent of the other individual or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.
- E. Notwithstanding paragraph SC-16.03.D, if a Claim or counterclaim, dispute, or other matter in question between OWNER and CONTRACTOR involves the Work of a Subcontractor, either OWNER or CONTRACTOR may join such Subcontractor as a party to the arbitration between OWNER and CONTRACTOR hereunder. CONTRACTOR shall include in all subcontracts required by paragraph 6.06.G a specific provision whereby the Subcontractor consents to being joined in an arbitration between OWNER and CONTRACTOR involving the Work of such Subcontractor. Nothing in this paragraph SC-16.03.E nor in the provisions of such subcontract consenting to joinder shall create any claim, right, or cause of action in favor of Subcontractor and against OWNER, ENGINEER, or ENGINEER's Consultants that does not otherwise exist.
- F. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

SECTION 01570  
TRAFFIC CONTROL

PART 1 - GENERAL

1.01 Work Included

The Contractor shall execute the work in a manner such that traffic is maintained and access is provided to all residences, businesses, and commercial establishments.

PART 2 - PRODUCTS

2.01 Signing

Signing and barricading shall be provided by the Contractor in accordance with the details on the plans, the Michigan Manual of Uniform Traffic Control Devices, and the requirements of the road agency. Signs and barricades left in place after dark shall be lighted.

PART 3 - EXECUTION

3.01 Maintain Access to all Properties

It shall be the Contractor's responsibility to notify residents or occupants of property along the project of temporary closures of driveways or roads. Sufficient advance warning shall be provided to allow notification of all affected parties.

The duration of any closure shall be limited to the minimum length of time necessary to complete the particular task requiring the closure. In no case, shall a closure extend overnight.

Upon completion of pipe installation or other work requiring a closure, the area shall be backfilled and regraded to meet adjacent grades. A temporary gravel driving surface shall be provided and maintained by the contractor. The gravel shall meet the requirements of 23A series aggregate, as specified in the 2003 MDOT Standard Specifications for Construction. The gravel shall be placed to a depth of at least eight inches.

3.02 Protection of Hazardous Areas

Excavation and hazardous areas shall be protected by barricades or snow fence. Barricades left in place at night shall be lighted.

3.03 Corrective Action

If in the Engineer's or Owner's opinion inadequate protection or maintenance of traffic is provided, the Engineer or Owner will attempt to contact the Contractor and notify him of the

deficiency. If the Contractor cannot be notified or fails to make prompt corrections, the Owner or Engineer may authorize that said deficiencies be corrected by others. The cost of making such corrections will be charged to the Contractor.

**PART 4 - MEASUREMENT AND PAYMENT**

The work of maintaining traffic as required in this specification is considered incidental to the sanitary sewer rehabilitation pay items and will not be paid for separately.

**\*\*\*END OF SECTION\*\*\***

SECTION 02734  
SANITARY SEWER PIPE REHABILITATION

PART 1 - GENERAL

1.01 Work Included

The Contractor shall supply all labor, material and equipment required for the inspection, installation and testing of all cured in-place lining in compliance with these general specifications, project specifications, manufacturer's specifications, and the contract drawings.

The type of lining will be defined as either manhole to manhole lining or sectional lining. Manhole to manhole lining will include the relining of the entire pipe from manhole to manhole. Sectional lining will include the relining of isolated sections of pipe. Additional items necessary to complete the work including robotic reaming of protruding laterals and by-pass of sewage are also covered in this specification.

This work shall also include chemical grouting of leaking joints as indicated in the work description and inspection of manholes for future phases as well as recommendations for types of rehabilitation.

1.02 Standards

The lining work shall conform to the requirements of ASTM 1216-93.

1.03 Submittals

A. Video Recordings

1. Extent of sewer recording shall be as is delineated by record drawings and at the direction of the owner. Digital recording playback shall be at the same speed at which it was recorded. Slow motion or stop-motion playback features may be supplied at the option of the Contractor. Title to the recordings shall be with the Owner. The Contractor shall have all recordings and necessary playback equipment readily accessible for review by the Owner during the project. Recordings shall:
  - a. Be supplied to the Owner on compact disc;
  - b. Be in .mpg format;
  - c. Be in color;
  - d. Display the following information:
    - i. date and time, ii. footage counter, iii. US MH#, iv. DS MH#, v. Pipe#. US MH# and DS MH# shall refer to same numbers as in plan set

## PART 2 - PRODUCTS

### 2.01 Liner Materials

All materials shall be new and shall be of first class ingredients and construction, designed and guaranteed to perform the service required. The installed composite material shall exceed the minimum test standards specified by ASTM D-790 for flexural strength and flexural modulus.

#### A. Liner Tube

The tube shall consist of one or more layers of flexible needled felt or an equivalent non-woven or woven material, or a combination of non-woven and woven materials, capable of carrying resin, withstanding installation pressures and curing temperatures. The tube should be compatible with the resin system used. Overlapping sections shall not be allowed in the circumference or length of the lines.

The material should be able to stretch to fit irregular pipe sections and negotiate bends. The tube should be fabricated to a size that, when installed, will tightly fit the internal circumference and the length of the original conduit.

#### B. Resin

A general purpose, unsaturated, styrene-based thermoset resin and catalyst system or an epoxy resin and hardener that is compatible with the inversion process should be used. The resin must be able to cure in the presence of water and the initiation temperature for cure should be less than 180 degrees Fahrenheit (82.2 degrees Celsius). The cured in-place pipe shall provide a smooth bore interior with a roughness coefficient factor equal to 0.010.

### 2.02 Material Design

A liner design must be provided for each liner that is installed. The design must be to ASTM 1216-93 specifications. The design shall assume a completely deteriorated host pipe, so that the proposed liner will bear 100 percent of the fully loaded condition.

### 2.03 Material Testing

All materials to be incorporated in the rehabilitation of sewers shall be subject to inspection and tests as specified by ASTM, ASA or AWWA regulations. The Owner reserves the right to subject any material supplied for a particular project to an independent testing laboratory. Such tests if scheduled shall be paid for by the Owner. The results of such tests shall govern in material acceptance.

The Contractor will be required to supply the Owner with a certificate of compliance or actual test results stating that the material to be used is in conformance with the specifications prior to using material for construction.

## 2.04 Chemical Sealing Materials

### A. General

The chemical sealing materials shall be Acrylamide Base Gel Grout, Urethane Foam Grout or an approved equal. Mixing and handling of all the chemical sealing materials shall be in strict accordance with the manufacturer's recommendations.

All chemical sealing materials used in the performance of the work specified must conform to the following minimum performance standards:

1. While being injected, the chemical grout must be able to react in moving water.
2. The final cured grout must be capable of withstanding submergence in water without degrading over the life of the grout.
3. The resultant grout formation must be impervious to water penetration over the life of the grout.
4. The grout material, after fully curing, must be flexible, not brittle or rigid.
5. The final grout should be able to withstand freeze-thaw and wet-dry cycles without causing adverse changes to the grout.
6. The final grout formation must not be biodegradable.
7. The cured grout should be chemically stable and resistant to concentrations of acids, alkalis, and organics found in normal sewage.
8. The chemical grout sealing effectiveness shall meet or exceed that stated in "Chemical Sealants for Elimination of I/T", page 23, published by the U.S.E.P.A., September 28, 1973.

All chemical sealing materials used shall meet the following minimum application requirements.

1. All component materials should be easily transportable by common carriers.
2. Packaging of component materials should be compatible with field storage requirements.

3. Grout components must be packaged in such a fashion as to provide for maximum worker safety when handling the materials and minimize spillage when preparing for use.
4. Mixing of the components should be compatible with field applications and not require precise measurements.
5. Catalyzation shall take place at the point of injection/repair.
6. Cleanup must be done without inordinate use of flammable or hazardous chemicals.
7. Materials must be capable of being pumped through a minimum of 500 feet of ½ inch to ¾ inch diameter hose.
8. Residual sealing materials must be removable from the sewer after injection to insure no flow reduction, restriction or blockage of normal sewer flows.

B. Acrylamide Base sealing materials shall have the following basic properties:

1. A controllable reaction time of from ten (10) seconds or greater to more than one (1) hour.
2. Viscosity that can be made near one (1) centipoise or greater.
3. Viscosity to remain constant throughout the induction period.
4. The ability to tolerate some dilution and react in moving water.
5. The final reaction shall produce a continuous irreversible, impermeable stiff gel.
6. The gel shall not be rigid or brittle.
7. The gel shall have a negligible corrosion rate on mild steel plates.
8. The base compounds may be varied considerably by additives to increase the strength, adhesion, solution density and viscosity.

C. The Urethane foam sealing materials shall have the following basic properties:

1. A controllable cure time from 15 minutes at 40 degrees F. to 4.6 minutes at 100 degrees F. when reacted by water only.
2. When an accelerator is used, cure time shall range from 5.5 minutes at 40 degrees F. to 2.6 minutes at 100 degrees F.

3. Viscosity of the sealing materials shall be controlled to between 300 and 350 centipoise.
4. The liquid pre-polymer shall contain solid or active material constituting 82-88% of its weight.
5. During injection foaming and expansion should take place causing steadily increasing viscosity.
6. Physical properties of the cured foam should be approximately 14 lbs./ft.<sup>3</sup> density, 80-90 psi tensile strength and 700-800% elongation.

### PART 3 - EXECUTION

#### 3.01 Sewage By-Pass

Bypassing of the existing sewage will be required for all repair areas. The line shall be plugged at an upstream manhole and the flow shall be pumped to a downstream point or adjacent system. The pump and bypass lines provided shall be of a sufficient size to handle the normal and peak flow conditions for the system. The upstream manhole shall be monitored at all times and an emergency deflate system will be incorporated so the plugs may be removed at any time without requiring confined space entry.

The by-pass plan shall be submitted to the Engineer for review and approval prior to the start of the project. All property owners affected by the by-pass shall be notified a minimum of 24 hours in advance

The by-pass system shall be removed once the curing process is complete, the lateral service connections have been opened, and the post-repair video inspection has been completed.

#### 3.02 Inspection and Cleaning

The Contractor shall clean and inspect the line immediately prior to lining or grouting utilizing a pan/tilt camera capable of verifying active or inactive service connections and the overall structural condition of the pipeline. A copy of the videotape shall be provided to the Owner.

All roots, debris, solids, and protruding service connections will be removed prior to the placement of any lining. Any debris resulting from the cleaning process shall be removed at the downstream manhole and disposed of by the contractor. The contractor shall not be allowed to accumulate debris on site unless approved by the engineer. The current condition of the pipe will be compared to the original designed condition to verify that repair limits have not changed.

All work, work practice, and materials shall comply with all applicable state and federal safety, occupational, health and environmental regulations and also NFPA and ANSI

codes as applicable. All work inside a confined space such as manholes or other underground structures shall be coordinated with the utility owner and all worker safety requirements strictly enforced.

### 3.03 Robotic Reaming of Protruding Service Leads

Where existing service connection laterals protrude into the pipe in areas to be repaired, the lateral shall be reamed flush with the existing pipe wall by means of a robotic reaming machine.

### 3.04 Resin Impregnation

The tube shall be inspected for tears and frayed sections. The inspected tube will then be vacuum impregnated with resin (wet-out) under controlled conditions. The volume of resin used should be sufficient to fill all voids in the tube material at nominal thickness and diameter. The volume should be adjusted by adding 5-10 percent excess resin for the change in resin volume due to polymerization and to allow for any migration of resin into the cracks and joints in the original pipe.

All resin shall be contained to ensure no public property or persons are exposed to the liquid resin. A resin impregnated sample (wick) shall be retained by the Contractor to provide verification of the curing process taking place in the host pipe.

### 3.05 Inversion

#### A. Manhole to Manhole Lining

The saturated tube shall be inserted through an existing manhole by means of an inversion process and the application of a hydrostatic head sufficient to fully extend it to the next designated manhole or point of termination. Care should be taken during the inversion process to not over-stress the fabric.

#### B. Cured-in-Place pipe liner (CIPP) shall be in accordance with ASTM F1216

1. Tube - The tube material shall meet the requirements of ASTM F1216, Section 5.1 and the following:
2. The tube shall have a uniform thickness that when compressed at installation pressures will equal the specified nominal tube thickness. The thickness of the cured liner shall be accurately measured and shall not be more than 5% less than the thickness specified by ASTM F1216.
3. The tube shall be fabricated to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during inversion.

4. The outside layer of the tube (before inversion) shall be plastic coated with a translucent flexible material that clearly allows inspection of the resin impregnation (wetout) procedure. The plastic coating shall not be subject to delamination after curing.
5. The tube shall be homogenous across the entire wall thickness and shall contain no intermediate or encapsulated elastomeric layers. No material shall be included in the tube that is subject to delamination in the CIPP.
6. The wall color of the interior pipe surface of the CIPP after installation shall be white or light brown so that a clear detailed examination with closed circuit television inspection equipment may be made.
7. Resin - The resin system will meet the requirements of ASTM F 1216, Section 5.2.
8. The CIPP will be designed as per ASTM F1216, Appendix X1. The design will assume no bonding to the original pipe wall.
9. The cured tube will conform to the minimum structural standards as listed below.

Cured Pipe	Standard	Resin System
Flexural Stress	ASTM D-790	4500 psi
Modulus of Elasticity	ASTM D-790	400,000 psi

### C. Sectional Lining

The saturated tube along with the inversion bladder will be inserted into the carrying device. The entire carrying device is pulled into the pipe using a cable winch. The pull is complete when the end of the launching device is aligned with the beginning of the section being lined.

The resin and the tube shall be completely protected during the pull. No resin shall be lost by contact with manhole walls or the pipe during the pull. The resin should not be contaminated or diluted by exposure to dirt, debris, or water during the pull. The resin that provides a structural seal shall not contact the pipe until positioned at the point of repair.

The inversion process shall be carried out by the use of either controlled air or water pressure. Prior to beginning the inversion, the tube manufacturer shall provide the minimum pressure required to hold the tube tight against the existing conduit, and the maximum allowable pressure so as not to damage the tube. Once the inversion has begun, the pressure shall be maintained between the minimum and maximum pressures until the inversion has been completed. Should the pressure deviate from within the range of the minimum and maximum pressures, the installed tube shall be removed from the existing conduit.

The Contractor shall be capable of viewing the beginning of the liner contacting the host pipe verifying the exact placement of the liner. The Contractor shall also be capable of viewing the entire liner contacting the host pipe from beginning to end. A copy of the video documentation of the placement, prior to curing, shall be provided to the Owner.

#### D. Section T-Liner

The saturated tube along with the inversion bladder will be inserted into the carrying device. The mainline liner is affixed onto the "T" launching device. Both the launching and carrying device is pulled into the pipe using a cable winch. The pull is complete when the open port of the "T" launching device is aligned with the interface of the service connection and mainline pipe. The resin saturated lateral tube is completely protected during the pull. No resin shall be lost by contact with manhole walls or the pipe during the pull. The resin saturated mainline liner is supported upon the rigid "T" launcher that is elevated above the pipe invert by means of a rotating skid system. The mainline liner should not be contaminated or diluted by exposure to dirt, debris, or water during the pull.

The inversion process shall be carried out by the use of either controlled air or water pressure. Prior to beginning the inversion, the tube manufacturer shall provide the minimum pressure required to hold the tube tight against the existing conduit, and the maximum allowable pressure so as not to damage the tube. Once the inversion has begun, the pressure shall be maintained between the minimum and maximum pressures until the inversion has been completed. Should the pressure deviate from within the range of the minimum and maximum pressures, the installed tube shall be removed from the existing conduit.

The Contractor shall be capable of viewing the beginning of the liner contacting the host pipe verifying the exact placement of the liner. The Contractor shall also be capable of viewing the entire liner contacting the host pipe from beginning to end. A copy of the video documentation of the placement, prior to curing, shall be provided to the Owner.

#### 3.06 Curing

After inversion is complete, a suitable heat source shall be provided to uniformly raise the temperature within the pipe above the temperature required to affect a cure of the resin. The temperature in the line during the cure period should be as recommended by the resin manufacturer. Before the curing begins, the pressure required to hold the flexible tube tight against the existing pipe shall be provided by the tube manufacturer. Once the cure has started and dimpling for laterals is completed, the required pressure shall be maintained until the cure has been completed. Should the pressure deviate more than 1 psi from the required pressure, the installed tube shall be removed from the existing pipe.

### 3.07 Cool-Down

The new pipe should be cooled down to a temperature below the minimum standards for the type of heating process chosen. Once cool down is complete, the pressure within the pipe or section of pipe shall be released. Care should be taken in the release of pressure that a vacuum will not be developed that could damage the newly installed pipe.

### 3.08 Workmanship

The finished pipe should be continuous over the entire length of the inversion run and be free of dry spots, lifts, and delaminations. If these conditions are present, remove and replace the cured in-place pipe in these areas.

If the liner does not fit tightly against the original pipe at the termination points, the space between the pipes should be sealed by filling with a resin mixture compatible with the cured in-place pipe.

### 3.09 Service Connections

After the new pipe has been cured in-place, the existing active service connections shall be reconnected. This shall be done without excavation, and from the interior of the pipeline by means of a television camera and a remote-control cutting device. The device shall be specifically designed for cutting cured in-place pipe made from these materials.

### 3.10 Chemical Grouting

#### A. Joint Sealing Procedure

Joints indicated in the work description shall be sealed as specified. Joint sealing shall be accomplished by forcing chemical sealing materials into or through infiltration points by a system of pumps, hoses and sealing packers. Jetting or driving pipes from the surface that could damage or cause undermining of the pipe lines will not be allowed. Uncovering the pipe by excavation of pavement and soil to the existing pipe grades which would disrupt traffic, undermine adjacent utilities and structures, and cause further damage to the pipe lines being repaired, will not be allowed. The packer shall be positioned over the area of infiltration by means of metering device and the closed circuit television camera in the line. It is important that the procedure used by the contractor for positioning the packer be accurate to avoid over pulling the packer and thus not effectively sealing/grouting the intended joint from infiltration. The packer sleeves shall then be expanded using precisely controlled pressures. The pneumatically expanded sleeve or elements shall seal against the inside periphery of the pipe to form a void area at the point of infiltration, now completely isolated from the remainder of the pipe line. Into this isolated area, sealant materials shall be pumped through the hose system at controlled pressures which are in excess of groundwater pressures. The pumping, metering, and packer

device shall be integrated so proportions and quantities of materials can be regulated in accordance with the type and size of the leak being sealed.

#### B. Joint Sealing Verification

Upon completing the sealing of each individual joint, the packer shall be deflated; with the void pressure meter reading zero (0) pressure, then reinflated and tested as specified in the joint test section. Should the void pressure meter not read zero (0), the Contractor shall be instructed to clean his equipment of residual grout material or make the necessary equipment repairs to provide for an accurate void pressure reading. Joints that fail to meet the specified test criteria shall be resealed and retested until the test criteria can be met in order to receive payment.

#### C. Residual Grout Material

Any residual sealing materials that extend into the pipe, reduce the pipe diameter, or restrict the flow shall be removed from the joint. The sealed joints shall be left reasonably "flush" in dimension with the existing pipe surface. If excess residual sealing materials accumulate in the line and/or as directed by the Owner's representative, the entire line section shall be recleaned to remove such excess material.

#### D. Records

Complete records shall be kept of all joint sealing performed in each manhole section. The records will document the location of the manhole section in which the sealing was done, the location of each joint sealed, the amount of material used to seal the joint, the numbers of injections required to seal the joint and the joint test verification results.

#### E. Joint Test Procedure

Each sewer line joint shall be individually, hydraulically tested at a test pressure equal to ½ pound per vertical foot of pipe depth but in no case exceeding a pressure of 10 psi and in accordance with the following procedures:

1. The packer or testing device shall be positioned within the line in such a manner as to straddle the joint to be tested.
2. The packer ends or testing device ends shall be expanded so as to isolate the joint from the remainder of the line and create a void area between the packer or testing device and the pipe joint.
3. Water or an equivalent liquid shall then be introduced into the void area until a pressure not exceeding two pounds greater than the required test pressure is recorded on the void pressure meter.

4. The flow rate of the test liquid will then be regulated to a flow rate where the void pressure meter is recording the required test pressure. If a flow rate of one (1) gallon per minute or greater is reached without developing or exceeding the required test pressure, the joint will have failed the test and shall be sealed as specified in Section VII.
5. After the flow rate has been regulated to the specified void pressure, a reading of the flow rate meter shall be taken. If the flow rate is equal to or exceeds 1/8 gallons per minute, the joint will have failed the test and shall be sealed as specified in Section 3.04.

#### F. Control Test

Prior to starting the joint testing phase of the work, a two-part Control Test shall be performed, as follows:

1. To insure the accuracy, integrity and performance capabilities of the testing equipment, a demonstration test will be performed in a test cylinder above ground. The test cylinder shall be constructed in such a manner that a minimum of two known leak sizes can be simulated. This technique will establish the test equipment performance capability in relationship to the test criteria and insure that there is no leakage of the test medium (water) from the system or other equipment defects that could affect the joint testing results. If this test cannot be performed successfully, the Contractor shall be instructed to repair or otherwise modify his equipment and re-perform the test until the results are satisfactory to the Owner's representative. This test may be required at any other time during the joint testing program if the Owner's representative suspects the testing equipment is not functioning properly.
2. After entering each manhole section with the test equipment, but prior to the commencement of joint testing, the test equipment shall be positioned on a section of sound sewer pipe between pipe joints, and a test performed as specified. This procedure will demonstrate the reality of the test requirement, as no joint will test in excess of the pipe capability. Should it be found that the barrel of the sewer pipe will not meet the joint test requirements, then the requirements will be modified to within the pipe integrity limits.

#### 3.11 Final Inspection

A video tape inspection shall be performed to verify the proper cure of the material, proper opening of service laterals, and the integrity of the seamless pipe. A copy shall be provided to the Owner.

#### 3.12 Clean Up

All materials used in the installation other than the cured tube/resin composite are to be removed from the pipe by the Contractor.

The site shall be returned to existing conditions upon completion of the project. Any debris or other materials removed from the pipes shall be disposed of by the Contractor.

#### PART 4 - MEASUREMENT AND PAYMENT

All proposed construction shall be measured for payment by the Engineer in accordance with the items listed in the proposal.

Payment will be made only for the actual number of units incorporated in the work, or for the actual number of units of work performed, and at the contract unit price for each such unit. Items not listed in this section for payment, or further defined by project specifications shall be incidental to construction. The unit price bid for each proposal item shall be payment in full for completing the work, ready for use as specified.

##### 4.01 Pay Items

See Appendix A for itemized pay items.

\*\*\*END OF SECTION\*\*\*

SECTION 02925  
CLEANUP AND RESTORATION

PART 1 - GENERAL

The Contractor shall restore areas disturbed by construction activities to a condition reasonably close to their condition before the project, unless shown otherwise on the plans. Restoration work should be performed as soon as possible after construction work is completed in a particular area.

Upon the completion of work in an area, all excess materials, debris, equipment, and similar items shall be removed from the project area by the Contractor, and disposed of properly.

PART 2 - MATERIALS

Not Applicable.

PART 3 - EXECUTION

3.01 Restoration

Unless otherwise provided; aggregate surfaces, bituminous pavements, and concrete pavements shall be restored by construction of similar replacement surfaces. Aggregate surfaces shall be replaced with the materials and thicknesses described in the specification for aggregate surfaces. Bituminous pavement shall be replaced with the cross sections(s) shown on the plans and in accordance with the specification for bituminous paving. Concrete pavement shall be replaced with pavement in accordance with the specification for Concrete Driveways and Miscellaneous Pavement.

Turf areas shall be restored by re-establishing the turf as described in the specification for turf establishment. All areas disturbed by construction that are not to be surfaced with aggregate or pavement shall be restored with turf, unless otherwise directed.

Mailboxes, fences, signs, ornaments, and similar items shall be replaced at the completion of construction. Posts shall be installed plumb. Items that are lost or stolen shall be repaired or replaced at the Contractor's expense. Repairs or replacements shall meet the Owner's approval.

3.02 Temporary Restoration of Driving Surfaces

Where a pavement or gravel surface is removed as a result of construction activities, a temporary surface shall be provided and maintained by the Contractor until the permanent surface is provided. Unless otherwise directed, the temporary surface shall be twelve inches of aggregate compacted to at least 95 percent of its maximum density (ASTM D1557) and graded to meet the adjacent, remaining surfaces. Aggregate shall meet the requirements of

Series 23A as described in the 2003 Michigan Department of Transportation Standard Specifications for Construction.

The Contractor shall regrade the temporary surface and add additional aggregate at intervals necessary to maintain them in a relatively smooth condition.

**PART 4 - MEASUREMENT AND PAYMENT**

The work of cleanup and restoration will be included in the sanitary sewer rehabilitation items and will not be paid for separately.

**\*\*\*END OF SECTION\*\*\***

SECTION 02930  
TURF ESTABLISHMENT

PART 1 - GENERAL

1.01 Work Included

This work includes soil preparation, seeding, fertilizing, and mulching on areas designated for turf establishment.

Areas that have been disturbed by construction activities that are not to be surfaced with aggregate or pavement shall be stabilized with turf.

Borrow areas shall be seeded upon completion of excavation and grading. Stockpiles of topsoil or other soils that are to remain shall be seeded.

1.02 Seasonal Limitations

Permanent seeding shall be performed between May 1 and June 15 or between August 15 and October 10, unless otherwise approved by the Engineer. During periods other than listed above, disturbed areas shall be stabilized by temporary cereal rye seeding.

PART 2 - MATERIALS

2.01 Seed

Seed mixtures shall meet the requirements for purity and germination as specified in the Proceedings of the Association of Official Seed Analysis, Rules for Testing Seeds.

Seed shall be furnished in durable bags. Each bag shall be provided with a tag giving the supplier, lot number, net weight, purity, germination, and mixture proportions.

Seed mixtures shall be composed of certified seed of the purity, germination, and proportions by weight as specified in the following table.

Class 1 - Seed Mixture

<u>Seed</u>	<u>Min Purity</u>	<u>Min Germination</u>	<u>Mixture Proportion</u>
Perennial Rye	99%	90%	30%
Kentucky Blue Grass	90%	90%	30%
Creeping Red Fescue	95%	90%	40%

Class 2 - Seed Mixture

<u>Seed</u>	<u>Min Purity</u>	<u>Min Germination</u>	<u>Mixture Proportion</u>
Perennial Rye	99%	90%	40%
Kentucky Blue Grass	98%	90%	20%
Creeping Red Fescue	95%	90%	40%

## 2.02 Fertilizer

Fertilizer shall be a ready mixed granular chemical fertilizer containing equal amounts by weight of available nitrogen (N), readily available Phosphoric Acid (P205), and total available Potash (K20) mixed with not less than 40 percent by weight of filler.

Fertilizer shall be supplied in suitable bags, with the net weight of the contents and guaranteed analysis shown therein, or in bulk with certification of the fertilizer analysis and net weight of the shipment.

## 2.03 Topsoil shall be dark, organic, natural soil encountered on the project, exclusive of any peat or muck. Topsoil provided from outside the grading limits shall be approved by the Engineer.

## 2.04 Mulch

Mulch shall be hay, straw, or march hay, or wood cellulose fiber.

Net for mulching shall be a biodegradable mesh with openings not to exceed 1-1/2" X 3". The net shall be in widths not less than 35 inches. Staples for holding the net in place shall be at least six inches long and made from No. 11 wire.

## PART 3 - EXECUTION

### 3.01 Topsoil Stripping

Prior to performing any excavation, filling, grading or other earthwork, the Contractor shall strip and stockpile topsoil for later use on the project. Excess topsoil shall not be removed from the project site unless specifically provided elsewhere in the Contract Documents.

### 3.02 Finish Grading

The areas that are to be seeded shall be properly graded, sloped, and shaped with an allowance for the thickness of the topsoil layer. The earth bed upon which topsoil will be placed shall be friable to a depth of at least four inches. Earth beds not in a friable condition shall be harrowed with a disk, spring tooth drag, or similar equipment.

### 3.03 Placement and Preparation of Topsoil

Topsoil shall be spread on the prepared areas to a depth of four inches, unless otherwise shown on the plans or proposal. After spreading, any large clods or lumps shall be broken and all stones larger than 1 inch diameter, rocks, roots, litter, and other foreign debris shall be raked up and disposed of by the Contractor. After spreading and raking, the topsoil surface shall be in a friable condition and the surface shall be reasonably close to the proposed grades and cross section.

The topsoil surface shall be shaped to provide proper drainage. Where proposed grades are not shown on the plans, the topsoil surface shall be graded to provide a smooth transition between the new construction and the existing, adjacent ground.

Excess topsoil shall be stockpiled in a location acceptable to the Owner and neatly trimmed to present a neat appearance.

#### 3.04 Placement of Fertilizer, Seed, and Mulch

Fertilizer shall be evenly applied at a rate which will provide 240 pounds per acre of chemical fertilizer nutrients, in equal proportions of Nitrogen, Phosphoric Acid, and Potash.

Seed mixtures shall be applied at a uniform rate of 100 pounds per acre. Areas where a visual inspection fails to yield an average of two seeds per square inch shall be reseeded at the Contractor's expense.

Class 1 seed shall be used in lawn areas. Class 2 seed shall be used in areas that are not normally mowed.

When seed, fertilizer, and mulch are to be applied hydraulically, they shall be mixed in the specified proportions with water to produce a slurry and then uniformly applied under pressure at the specified rates on the areas to be restored with turf. When wood cellulose mulch materials are used, it shall be added after the seed and fertilizer have been thoroughly mixed. The mixture shall be constantly agitated from the time they are mixed until they are applied. Mixtures shall be applied within eight hours of mixing.

If mulch adhesives are used, the Contractor shall protect signs, traffic, structures, and other objects from being marked or disfigured by the adhesive material. Mulch adhesives shall be applied by spraying simultaneously or immediately following the mulch application. Asphalt emulsion adhesives shall be applied at a rate of 150 gallons/acre; latex based adhesives shall be applied at a rate of 400 gallons/acre.

If mulch net is used to anchor the mulch, the net shall be spread over the mulch layer and secured with staples driven into the ground. The net shall not be held in contact with the ground.

The Contractor shall thoroughly water the earth beds and seeded areas at such times, in such locations, and in such amounts as may be required to obtain good growth. Areas where turf does not become well established shall be reworked by the Contractor.

#### PART 4 - MEASUREMENT AND PAYMENT

The work of Turf Establishment is considered incidental to the sanitary sewer rehabilitation items and will not be paid for separately.

\*\*\*END OF SECTION\*\*\*

...the ... of ...

January 30, 2008

City of Swartz Creek  
8083 Civic Center Dr.  
Swartz Creek, MI 48473



**Re: Request for Proposals  
Trenchless Sanitary Sewer Rehabilitation, Project No. 07C0280**

Dear Mr. Tom Svrcek, Director of Public Works

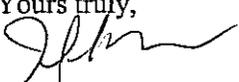
We are pleased to respond to your Request for Proposals for the above mentioned Contract. Six (6) copies of our Proposal are enclosed.

Liqui-Force Services (USA) Inc. is submitting a proposal for all of the listed services; sewer cleaning, video inspection, pipeline assessment services, sectional CIPP lining, manhole to manhole CIPP lining, service lateral CIPP lining and pipe joint chemical grouting. Liqui-Force proposes to perform all the requested services with the use of its own forces.

Our team of professionals possesses the knowledge, expertise and equipment necessary to complete the objectives of the City including:

- Program management
- Pipeline assessment
- Problem solving
- Proper utilization of all rehabilitation techniques
- Public relations
  
- Key considerations for this proposal include:
  - Multidimensional Company
  - Long and successful history working with the City in its personnel
  - Extensive knowledge and experience of all services requested
  - Providing an additional (1) year warranty
  - Commitment to City of Swartz Creek

We look forward to continuing our participation as partners with the City of Swartz Creek in your challenging and exciting program.

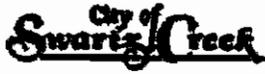
Yours truly,  
  
Jeff Lewis  
President  
**LIQUIFORCE**

***Our Mission:***

***LiquiForce provides municipalities with leading edge No-Dig solutions for their sewer and water rehabilitation challenges.***

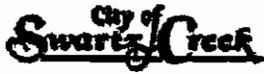
***Our team is driven to revitalize today's aging underground into tomorrow's environmentally sustainable infrastructure.***

***For world class results....Just Call The Force!***



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*Request for Proposals  
Trenchless Sanitary Sewer Rehabilitations*

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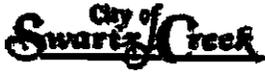
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# 1. MANDATORY REQUIREMENTS

## 1.1 Bonds

Enclosed is a \$25,000 bid bond as required in the Request for Proposal documents.

Upon entering into an agreement with the City we will provide Performance, Maintenance and Labor & Material bonds as required by the City. We have prepared this proposal based on supplying one year bonds renewable for each of the 4 years of the agreement.

## 1.2 Designated Representative

Our Designated Representative responsible for this program will be:

John Thompson  
P.O Box 32608  
Detroit, MI 48232  
(734) 955-2508 ext 14  
(734) 955-2509 Fax  
[jthompson@liquiforce.com](mailto:jthompson@liquiforce.com)

Secondary Contacts will be:

Dan Anzovino  
(734) 955-2508 ext 11  
(734) 955-2509 Fax  
[danzovino@liquiforce.com](mailto:danzovino@liquiforce.com)

Jason Everaert  
(734) 955-2508 ext 24  
(734) 955-2509 Fax  
[jeveraert@liquiforce.com](mailto:jeveraert@liquiforce.com)

## 1.3 Insurance Requirements

We have reviewed the insurance requirements enclosed within the Request for Proposal Documents and verify that upon entering into an agreement with City we will meet or exceed all required policy parameters.

## 1.4 Conflict of Interest Statement

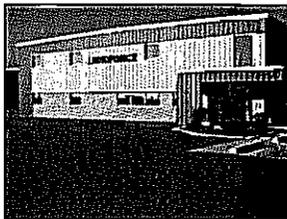
I certify that this proposal is submitted without prior understanding and / or agreement with any corporation, firm or person which would raise a conflict of interest. I understand that should a



## 2. HISTORY OF FIRM

### 2.1 History

The Liqui-Force group of companies has been in operation for over 20 years. During this time we have been dedicated to providing high quality products and workmanship in a very cost effective and professional manner.



Liqui-Force has developed a full service approach to rehabilitation programs. Our abilities range from inspection and analysis to a full array of rehabilitation techniques for pipelines ranging from 4" to 20' in diameter. Our full service approach allows us to enter into partnerships with municipalities, providing them with our knowledge, expertise and technical resources. Our unique partnering approach allows for creativity & increased productivity while decreasing completion times and overall

project costs.

In July 1985, Kim Lewis Sr. founded Liqui-Force Services (ONT) Inc. in Kingsville, Ontario, Canada. The company started as a sewer cleaning company with one flushing unit and one vacuum unit. Since that time the Liqui-Force group of companies has grown to include several divisions and companies all dedicated to trenchless sewer rehabilitation.



Jeff Lewis, Chris Lewis, Kim Lewis Sr., Kim Lewis Jr.

Due to the growth of the companies and the increase in client needs a rehabilitation division was created in the early 1990's. These divisions now include products and services to repair both small and large diameter pipelines.

Our continuous drive for excellence has made Liqui-Force a recognized industry leader. As an example, Kim Lewis Sr. and his senior management, after recognizing a need for operator training and certification, helped to develop the North American Association of Pipeline Inspectors (NAAPI) and the Centre for the Advancement of Trenchless Technology (CATT) at Waterloo University.

With a strong desire to remain on the cutting edge of technology, in 1993 Liqui-Force became the first company in Ontario to install CIPP sectional and lateral liners. In 1997 Liqui-Force became the first company to install CIPP lateral liners from the main with a one-piece connection.

In 1997 Liqui-Force Services (USA) Inc. was opened to service the Michigan and Northeast U.S. markets. We offered the same full service approach, innovative products and professionalism to



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this new market. This operation was designed to be self sufficient with respect to equipment, labor and materials obtained from the Michigan / US marketplace. As anticipated, the business and personnel required time to develop, however Liqui-Force (USA) Inc. is now and has been operating for several years as an independent Michigan based company.

Our ability to complete this successful expansion was due to the warm reception from this new market. We encountered a strong demand for our innovative abilities and products. The successful completion of several difficult projects created a demand to have Liqui-Force perform all trenchless rehabilitation projects in several communities.

In the early 2000s in an effort to continue to offer high quality products while maintaining quality control and cost, Liqui-Force opened a manufacturing facility. This state of the art facility has improved quality control, decreased product wait times and enhanced our ability to customize materials for each specific condition.

We have proven through our continued investment in our Michigan Operations that we have made a long term commitment to this Region. This long term commitment includes offering innovative, high quality, trenchless rehabilitation solutions to the City of Swartz Creek and all our other clients throughout Michigan and North America.

## ***2.2 Corporate Officers***

CEO – Kim K. Lewis Sr.

President – Jeffery M. Lewis

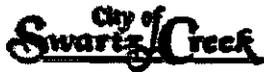
Vice President – Kim M. Lewis Jr.

Secretary – Chris B. Lewis

Treasurer – Mary-Beth Everaert

## ***2.3 Relevant Experience***

Since its inception in 1985, Liqui-Force has successfully repaired collection system deficiencies for municipal and industrial clients. Starting in 1993, we began utilizing CIPP to repair structural defects in sewer pipelines. We have installed in excess of:



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- 4,000 sectional liners of which over 600 have been installed and in use within Genesee County sanitary sewer systems
- 3,000 lateral liners of which over 900 have been installed and in use within the State of Michigan
- 550,000 lineal feet of manhole to manhole CIPP liner has been installed and in use in the State of Michigan.

Since inception, 11 years ago, all of the projects completed in Michigan have been performed by our local office in Romulus.

**This summarized list of the Owners, contact persons, dates and projects completed documents our vast experience and abilities. This also documents our commitment to this office, our employees and our clients in the State of Michigan.**

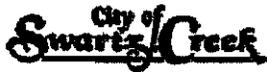
***Manhole to Manhole CIPP***

City of Swartz Creek  
Mr. Tom Svrcek  
Proactive Sanitary Sewer Rehabilitation  
Over 5,000 ft completed between 2000 and 2007

Charter Township of Grand Blanc  
Mr. Dave Hobson  
Proactive Sanitary Sewer Maintenance & Repair Program  
Over 10,000 ft completed between 1999 and Present

City of Bay City, MI  
Mr. Terry Kilburn  
Annual Rehabilitation  
Over 158,500 ft completed between 1997 and 2004

Charter Township of Muskegon, MI  
Mr. Dave Fisher  
Sanitary Sewer Rehabilitation in Older Areas  
Over 11,000 ft completed in fall 2006



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Charter Township of Waterford, MI  
Mr. Terry Biederman, P.E.  
Sanitary Sewer Rehabilitation of Huron Gardens, Venice of the Lakes, Coleman/Friedman & Lorraine Manor Subdivisions  
Over 45,000 ft completed between 2004 and Present

***Lateral CIPP***

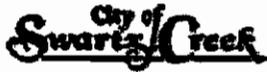
Charter Township of Waterford, MI  
Mr. Terry Biederman, P.E.  
Huron Gardens Sanitary Sewer Lead Rehabilitation  
Project in Process, Currently over 275 laterals completed

Charter Township of Muskegon  
Mr. Dave Fisher  
Sanitary Sewer Rehabilitation in Older Areas  
Completed 98 laterals in fall 2006

City of Southfield, MI  
Mr. Mike Habowski  
Red Leaf Lane Project  
Completed 220 laterals between 2002 and 2003

City of Frankenmuth, MI  
Mr. Randy Braeutigam  
Main St. Sewer Rehabilitation Project  
Completed 69 laterals in summer of 2002

Town of Aurora, ON Canada  
Mr. Pete Horvath  
City wide lateral program  
Completed 675 laterals between 2001 and 2002



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### ***Sectional CIPP***

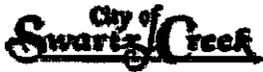
Charter Township of Grand Blanc, MI  
Mr. Dave Hobson  
Over 450 sectional liners between 1999 and Aug 2006

Charter Township of Waterford  
Mr. Terry Biederman P.E.  
Over 175 sectional liner between 2004 and Present

Genesee County Water and Waste Services  
Mr. Tim Davidek  
Over 250 sectional liners between 1998 and Present

Charter Township of Genesee, MI  
Mr. Randal Waites  
Over 400 sectional liners between 2003 and Aug 2006

City of Bay City, MI  
Mr. Terry Kilburn  
Completed 110 sectional liners between July 1998 and June 2004



### 3. Project Experience

#### 3.1 Past Projects

Since Liqui-Force entered the US market in 1997, 95% of the work completed by our Romulus operations has been for communities in Michigan. The majority of our experience has been working closely with communities in programs of similar nature. We have successfully developed our company to compliment the community's Public Works / Sewer Department in programs / projects identical in structure and principal. We anticipate that the City of Swartz Creek will continue to experience the success that it has in the past when working with Liqui-Force.

Liqui-Force has performed services identical in nature for the City since 2000 along with many other communities in Genesee County and the State of Michigan. Our abilities, as proven on past projects for the City, are unequalled with respect to providing a complete full service rehabilitation package. Our multidimensional team of professionals has helped the City of Swartz Creek complete many successful projects on time, within budget and in the most professional manner possible.

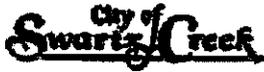
#### 3.2 References

Liqui-Force Services strives to provide the highest quality products and services in the most professional manner. Many of our clients have expressed their gratitude for the proficiency and expertise with which we have accomplished their objectives (Appendix A).

##### ***Trenchless Sanitary Sewer Investigation and Rehabilitation Program***

As part of ongoing system improvement / infiltration and inflow reduction program Liqui-Force has performed cleaning, video inspection and pipeline analytical services complete with reports indicating detailed repair recommendations. Upon the review, analysis and approval of the Township, Liqui-Force Trenchless Rehabilitation Divisions have executed the repairs identified. This program also involved the insertion of Liqui-Force digital video inspection and repair information into the Township's GIS system including Work Order generation, completion and related costs.

Owner	Charter Township of Waterford
Contact	Mr. Terry Biederman, P.E. (Director of Public Works)
Phone	(248) 618-7451
Amount	\$4,500,000 (between 2004 to Present)



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***Sanitary Sewer Preventative Maintenance Program***

Over the past 8 years Liqui-Force has been working closely with the Township's Water & Sewer Department, providing analytical and trenchless rehabilitation services. The Township, with its own crews, has performed annual CCTV inspections of different areas of the sanitary collection system. Upon completion of the inspections, Liqui-Force (Pipeline Assessment Department) executes a thorough review of the inspections and develops rehabilitation reports outlining detailed recommendations for rehabilitation of defects identified. Upon review and approval by the Township, Liqui-Force (Trenchless Rehabilitation Divisions) proceeded with the execution of the trenchless repair of the system. Past projects have included services ranging from chemical grouting and CIPP sectional liners to full length CIPP lining. On several occasions emergency projects involving the removal of intruding laterals, roots and / or sectional liners have been completed.

Owner Charter Township of Grand Blanc  
Contact Mr. Dave Hobson (Water & Sewer Department Supervisor)  
Phone (810) 424-2616  
Amount \$3,200,000 (between 1999 to Present)

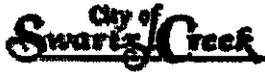
***Trenchless Sanitary Sewer Investigation and Rehabilitation Program***

In an effort to rejuvenate older portions of the Township's sanitary collection system and reduce inflow and infiltration, Liqui-Force has performed cleaning, video inspections and pipeline analytical services complete with reports indicating detailed repair recommendations. Upon the review, analysis and approval of the Township, our Trenchless Rehabilitation Divisions have executed the repairs identified in the sanitary sewers. Services approved include pipeline assessment, manhole to manhole CIPP lining, sectional CIPP lining, chemical grouting and lateral CIPP lining.

Owner Charter Township of Independence  
Contact Mrs. Linda Richardson (Director of Public Works)  
Phone (248) 625-8222  
Amount \$1,375,000 (between 2004 to Present)

***Annual Sanitary Sewer Repair & Preventative Maintenance Program***

As part of an annual program to maintain, repair and remove inflow and infiltration from the communities serviced by Water and Waste Services, Liqui-Force has completed both pipeline assessment and rehabilitation services. Rehabilitation services have included manhole to manhole CIPP lining, sectional CIPP lining, lateral CIPP lining and chemical grouting in both scheduled and emergency applications.



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Owner Various Townships within Genesee County – Operated & Maintained by  
Genesee County Water & Waste Services  
Contact Mr. Tim Davidek (Superintendent of Water & Waste Services)  
Phone (810) 732-7870  
Amount \$800,000 (between 1997 to Present)

***Sanitary Sewer Rehabilitation – Older Sewer Area***

As part of a program to upgrade and extend sanitary sewer services to most of the Township the original portion of the system was reviewed and fully rehabilitated. As a cost effective solution to rejuvenate the older portions Liqui-Force completed the installation of over 11,000 ft of manhole to manhole CIPP lining and 98 CIPP lateral liners. The project was completed in less than 120 days with no disruption to any commercial business. The project involved tremendous public relations including businesses, residents, schools and traffic control on State Hwy.

Owner Charter Township of Muskegon  
Contact Mr. Dave Fisher (Director of Public Works)  
Phone (231) 777-2559 extension 324  
Amount \$1,000,000 (fall 2006)

***Annual Sewer Rehabilitation & City Wide Sewer Rehabilitation Program***

From 1996 to 2005 we completed CCTV inspection, manhole to manhole and sectional CIPP lining throughout the City of Bay City. This program involved CCTV inspection, pipeline assessment and rehabilitation of a large portion of their existing collection system. This program not only included the field work but also the creation of a data base representing all the rehabilitation completed in the Bay City sewer system. Many of the pipelines were located in backyard easements with severely deteriorated structural condition. Pipe diameters ranged in size from 8” to 26”x39”.

Owner City of Bay City  
Contact Terry Kilburn  
Phone (989) 894-8327  
Amount \$11,035,000 (between 1997 to 2005)

Note: Additional references can be provided upon request.



### ***3.3 Staff Experience***

#### ***Corporate and Team Experience***

Liqui-Force will be the Prime Contractor on this project. Our abilities include the all of the required services thus allowing us to perform all of the work in house. Together with the support of Trenchless Design (engineering) we will complete all desired projects for the City of Swartz Creek.

Liqui-Force is one of Michigan's largest and most experienced trenchless sewer rehabilitation firms employing between 20 to 40 full time employees (dependant on workloads). The size of our fleet allows us to effectively complete large projects in a short period of time and provide our clients with the highest quality available in the rehabilitation industry. Our services have grown and now include many specialized, unique and proprietary procedures.

#### ***Team Members***

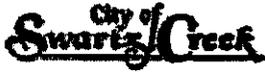
##### ***John Thompson – Project Advisor***

Mr. Thompson has worked with Liqui-Force since 1997 and has been involved with many of our successful rehabilitation projects. He is currently our representative for all Contracts in Michigan. His duties include general coordination, public relations, liaison with Owner and Engineering Representatives, contract management and overall leadership of the project. His involvement and communication is essential to achieve the desired outcome of this program. Some highlights of his experiences include the City Wide Rehabilitation Program in the City of Bay City, Sewer Evaluation and Rehabilitation Programs in both Independence and Waterford Townships. He has also been the leader on all of the past projects Liqui-Force has completed for the City of Swartz Creek.

##### ***Jason Everaert – Manhole to Manhole CIPP Superintendent***

Mr. Everaert has been with Liqui-Force for over 14 years and has worked in every division of the company gaining a vast knowledge of all areas of the trenchless rehabilitation industry. Mr. Everaert has over 9 years of experience as Crew Leader and Field Superintendent in the Manhole-to-Manhole CIPP Division. He has been an essential part of all the manhole to manhole CIPP lining projects Liqui-Force has performed in the State of Michigan.

##### ***Ian Blackburn –International Operations Manager***



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***CCTV, Grouting, Sectional and Lateral Lining***

Mr. Blackburn has over 15 years of experience in the water and wastewater industry. He served in the Armed Forces where he was a Water Supply Section Commander responsible for the development, operation and maintenance of a reverse osmosis water purification unit. This experience combined with his experience gained at Liqui-Force, allow him to efficiently manage our lateral and sectional CIPP division.

Mr. Blackburn has been involved in many of our previous projects in the City including all the sectional CIPP liners and chemical grouting.

***Stacy Wilkinson – Safety Coordinator***

Mr. Wilkinson is the International Safety Officer for Liqui-Force. He is very knowledgeable in this field thus ensuring that our attention to safety is maintained on all projects. Mr. Wilkinson's vast safety knowledge and training has been essential in maintaining our impeccable safety record.

Mr. Wilkinson has been with our company for over 15 years and has also been involved in most areas of our operations department. He was a crew leader and supervisor for several years coordinating daily operations and project site management. He has been involved with most of our previous projects and will be involved in all our future projects in the City.

***Chris Lewis –Divisional Manager – Manhole to Manhole CIPP***

Mr. Lewis has been with Liqui-Force for over 10 years. He has moved up through the internal ranks to assume the position of Divisional Manager. He has a thorough knowledge of the workings of the company and a familiarity with the City of Swartz Creek. Mr. Lewis has been involved with many of our past projects for the City and will be a key person for the manhole to manhole lining portion of this contract.

***Dan Anzovino – Contract Administrator***

Mr. Anzovino has been with Liqui-Force since 1990. Dan will assist in job scheduling, project layout, planning and tracking, data analysis reporting, billing and daily progress updates. He has performed these tasks for most of our other projects in Michigan.



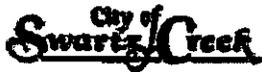
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***Ian Doherty P.E. – President, Trenchless Design Engineering Ltd***

Mr. Doherty is a mechanical engineer with over 24 years of experience in pipeline design, manufacture, installation and inspection. This includes 12 years of specializing in trenchless methods for pipeline rehabilitation and installation. Mr. Doherty has extensive experience in the design of cured in place pipe. Trenchless Design has provided service in USA, Canada and Mexico for many municipalities, consulting engineers and contractors. Liqui-Force has retained Trenchless Designs services previously and has enjoyed continued success when involved with this firm.

**CITY OF SWARTZ CREEK  
SANITARY SEWER TRENCHLESS REHABILITATION  
ITEMIZED BID SHEET**

ITEM	DESCRIPTION	UNIT	UNIT PRICE
<b>PART I - Cleaning, Video Inspection &amp; Reaming</b>			
A	High Pressure Water Jet Cleaning. All Sizes	FT	\$ 3.25
B	Sanitary Sewer CCTV (Closed Circuit Television) Inspection recorded on DVD	FT	\$ 1.25
C	Sanitary Sewer Calcite Reaming		
	Light - equal or less than 20% cross sectional area loss	FT	\$ 4.00
	Heavy - greater that 20% cross sectional area loss	FT	\$ 6.00
D	Sanitary Sewer Reaming/Cutting Roots with Approved Reamers and Cutters		
	Light - equal or less than 20% cross sectional area loss	FT	\$ 4.00
	Heavy - greater that 20% cross sectional area loss	FT	\$ 6.00
E	Reaming of Protruding Lateral utilizing approved remote controlled robotic reamer with CCTV assistance	EA	\$ 500.00
F	Lateral Reinstatement	EA	\$ 500.00
<b>PART II - Structural Spot Repair as determined by Engineer</b>			
A	Pipe point structural spot repair with Cured-In-Place pipe (inverted tube liner) as specified including: sewer cleaning, pre and post video inspection with DVD and report.		
	8" diameter - 3' to 10' length	EA	\$ 2,500.00
	8" diameter - additional length greater than 10'	FT	\$ 75.00
	10" diameter - 3' to 10' length	EA	\$ 2,500.00
	10" diameter - additional length greater than 10'	FT	\$ 100.00
	12" diameter - 3' to 10' length	EA	\$ 2,750.00
	12" diameter - additional length greater than 10'	FT	\$ 100.00
	15" diameter - 3' to 10' length	EA	\$ 3,000.00
	15" diameter - additional length greater than 10'	FT	\$ 100.00
	18" diameter - 3' to 10' length	EA	\$ 3,500.00
	18" diameter - additional length greater than 10'	FT	\$ 100.00
<b>PART III - Sanitary Sewer Lateral Cleaning and Repairs</b>			
A	Lateral sewer CCTV (Closed Circuit Television) Inspection through mainline sewer including DVD and report.	EA	\$ 500.00
B	Installation of 6" Diameter inverted type CIPP Lateral Liner (up to R.O.W.) from mainline sewer, including vacumm excavation and installation of a clean out to surface. Preparatory work of cleaning andn removal of debris in the lateral and temporary restoration of distrubed surface to be included.	EA	\$ 4,000.00
<b>PART IV - Sanitary Sewer Joint Testing and Sealing</b>			
A	Sanitary Sewer Pipe Joint Sealing with approved Sealant including testing and removal of excess grout.		
	8" Diameter	JOINT	\$ 45.00
	10" Diameter	JOINT	\$ 45.00
	12" Diameter	JOINT	\$ 50.00
	15" Diameter	JOINT	\$ 55.00
	18" Diameter	JOINT	\$ 60.00
<b>PART V - Structural CIPP Lining (Fully Deteriorated)</b>			
A	Manhole to Manhole CIPP Lining for 8" Diameter Mains	FT	\$ 36.00
B	Manhole to Manhole CIPP Lining for 10" Diameter Mains	FT	\$ 38.00
C	Manhole to Manhole CIPP Lining for 12" Diameter Mains	FT	\$ 39.00
D	Manhole to Manhole CIPP Lining for 15" Diameter Mains	FT	\$ 50.00
E	Manhole to Manhole CIPP Lining for 18" Diameter Mains	FT	\$ 60.00



## **5. Project Understanding**

### ***5.1 Understanding of Program***

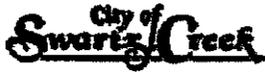
The City of Swartz Creek, located in southwest Genesee County, well established, residential community bordering the southwest corner of Flint. The City consists of a mix of residential and commercial properties with sewer services available to 99% of the parcels throughout the City. The City is a contributor to the wastewater processed by Genesee County Water and Waste Services at their treatment plant in Montrose. A large portion of the collection system is over 25 years in age with much of the existing condition of the pipelines unknown. Since 1999 the City has been in a preventative maintenance program to control, manage and improve their sanitary sewer system. It is our understanding that the successful Proponent will enter into a four year agreement with the City to perform maintenance, inspection, pipeline assessment and rehabilitation services on an as needed basis.

This agreement shall create a partnership between the City of Swartz Creek and Proponent to complete inspection, pipeline assessment and repairs necessary to efficiently operate, maintain and enhance the City's sanitary sewer system. The private contractor shall become an extension of the current Water & Sewer Department. This partnership will allow for the free flow of ideas and problem solving discussions between all partners. The Proponent will assist in providing technical support and analytical services throughout the program's progress. This partnership shall support an environment that stimulates creativity and problem solving thus ensuring projects are handled in the most timely and efficient manner possible.

The program, as outlined, will require many different rehabilitation processes. It is imperative that the key personnel are properly trained to identify and understand the application of all repair techniques.

**The execution of this type of agreement requires a commitment to the community, a commitment that Liqui-Force has previously made to the City of Swartz Creek and is prepared to continue going forward.**

In this partnership with the City, we are proposing to provide our services for CCTV inspection, pipeline cleaning and preparation, pipeline condition assessment, sectional CIPP lining, manhole to manhole CIPP lining, lateral CIPP lining, joint testing and sealing with chemical grout, CIPP watermain lining and any other trenchless services that may be required during the course of the



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agreement. Our past experience with the City and many other communities provides us with the knowledge needed to effectively and efficiently meet their objectives.

Liqui-Force is a multidimensional operation with the ability to perform all of the related services. Our diversity permits us to thoroughly understand all of the various technologies thus removing redundant operations and minimizing resources required from the City personnel or its Representative

Liqui-Force crews will be performing all services requested in the documents. Our Michigan staff has been successfully involved with many projects for the City. Our knowledge of the City's operations and procedures, coupled with our prior experience and knowledge of Genesee County Water and Waste Services will allow the projects to be completed efficiently with minimal resources required from the City.

Our expertise incorporates the full array of trenchless pipeline rehabilitation methods. Our experience includes rehabilitation programs involving pipelines from 6" to 8ft. in diameter and laterals from 4" to 8" in diameter. We were the first company to install a one piece CIPP lateral liner in the State of Michigan. We are the leader with respect to CIPP sectional and lateral liners with more installed than any other Company in the State. Our success with similar programs combined with our knowledge, understanding and strong past performance with communities in Genesee County makes us the ideal choice and the perfect partner for the City of Swartz Creek.

For this agreement, we understand the following:

- The scope of work will be determined on an as needed basis. Quantities will increase and decrease from year to year.
- We will work closely with the City DPW personnel and Rowe Inc.
- Pipeline Assessment Services will be essential to the program (CCTV inspection review, report generation, rehabilitation recommendations, etc.) throughout the duration of the agreement.
- Projects will be located throughout the entire City
- All CIPP materials are to be installed using an inversion process according to ASTM F1216
- Laterals are to be rehabilitated with a one piece liner which structurally address the lateral to mainline connection
- As projects, arise prices will be negotiated based on our submitted schedule
- Projects will mainly be focused on manhole to manhole CIPP lining

- A contact person shall be available at all times
- Maintenance and Guarantee bonds will be necessary
- All insurances required by the City shall be maintained for the duration of the agreement
- Contract duration is four (4) years with the option for additional renewal
- All records, including pre / post CCTV inspections, etc. shall be provided in DVD format

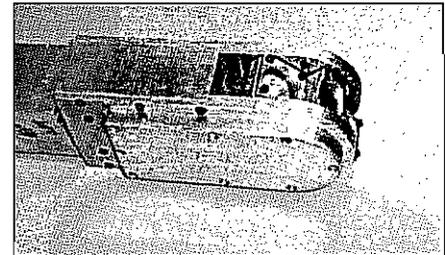
## ***5.2 Products and Processes***

The products utilized by Liqui-Force have proven to be of the highest quality and workmanship. Our proven track record and substantial testing have allowed us to continue to offer our clients products of the greatest value. As shown previously in Section 2.3, we have extensive experience in providing the requested services and have proven that our products have successfully performed as presented.

### ***Cleaning and Video Inspection***

#### ***Mainline Inspection***

Pipeline assessment for both service and structural conditions is based on data collected from C.C.T.V. inspections. It is therefore essential to have an inspection and reporting system of the highest quality to guarantee that the analysis is both accurate and effective.



Our units are equipped with cameras especially designed for this type of work. The camera is self propelled, winched, or towed by a sewer jet through the line (dependent on actual conditions encountered). Our on board computer is used to digitally record the header information, defect codes and the video inspection.

The North American Association of Pipeline Inspectors (NAAPI) has trained our CCTV operators. This association has adopted the coding as set forth by the Water Research Council (WRc) in August 1993. As part of this association our operators must participate in a training course and pass an exam with a minimum of 85% accuracy. As a result of this association, we are able to provide the City with an extremely accurate and consistent reporting program.

Our CCTV operators are trained to note all areas requiring immediate action and forward that information to the Owner or their appointed Representatives.

Our reports will be delivered both in recorded video (DVD Format) and hard copy. Our Pipeline Assessment Department will analyze the inspections and present their findings in a logical format outlining the different repair options available.



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Our camera equipment will consist of a self-contained, closed-circuit color pan and tilt video camera and monitoring unit. The combined unit is capable of passing through 8" diameter pipe and larger. The unit has an adjustable lighting system capable of providing a very clear image.

A pan and tilt unit providing a continuous 460 line resolution video picture will be used for all projects completed under this agreement. The camera head will pan 275<sup>0</sup> and rotate 360<sup>0</sup> providing an inspection of lateral connections and a direct view of deficiencies.

The recorded video will be colored digital image provided in a quality DVD format. Equipment will be capable of, and used for, the input of titles, manhole numbers, pipe conditions and a continuous display of distance from the initial manhole location. The video will be recorded such that sewer lines are recorded in consecutive order (wherever possible). The video will be of a quality such that all minor defects (hairline cracks, etc.) are clearly visible and the color of the pipe inspected is true to the actual conditions.

Our normal operating procedures include the removal any fog that may be present in the sewers during inspection. The rate at which our camera moves through the pipe shall not exceed 30ft. / minute.

The importance of accurate measurements is emphasized. Measurements will be conducted using the center of the manhole base as the start and end points. The measurements are critical in the elimination of redundancy. Since our crews would perform these measurements we can be assured that the information is sufficient to prepare for the rehabilitation of defects identified.

Removal of redundancy and having a single source company complete all the services requested is a time and money saving scenario.

### ***Lateral Inspection***

The lateral investigations will occur from the mainline sewer requiring no access to homes. We will inspect and catalogue each location. As part of this inspection, complete documentation will be kept. We will determine the exact lateral location and depth through the use of specialized locating equipment built in the camera. This will allow us to design the rehabilitation for each specific location. After the video inspection has been completed our Pipeline Assessment Department will compile a report containing recommendations for rehabilitation and submit them to City staff or its Representative for review.

### ***Sewer Flushing***

The intent of sewer line cleaning is to remove foreign materials from the sewer and restore the sewer to a minimum 95% of the original capacity. It is recognized that there are some conditions such as broken pipe and major blockages that prevent cleaning from being accomplished or where additional



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damage would result if cleaning were attempted or continued. Should such conditions be encountered, we will not continue the cleaning on those specific manhole sections unless further directed.

***Cleaning Equipment: High Velocity Jet Equipment***

Our equipment will have a selection of high-velocity nozzles. The nozzles will be capable of producing a scouring action from 15 to 45 degrees in all sizes of pipe to be cleaned. The combination units also include a water tank, auxiliary engines, pumps, suction mechanism and hydraulically driven hose reel.



We have a variety of different flail style reamers designed specifically for the removal of obstructions such as root intrusion, calcite, grease, etc. For the removal of intruding lateral connections and other more sensitive items we shall utilize a remotely controlled robotic reaming device that is video assisted to allow for precision control preventing possible damage to the pipe walls.

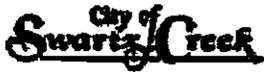
***Cleaning precautions***

During cleaning operations, satisfactory precautions will be taken so that the water pressure created does not damage or cause flooding of public or private property. When possible, the flow of sewage in the sewer will be utilized to aid in the cleaning process. If necessary in older section, it may be necessary to reduce pressures to prevent damage to homes. A maximum pressure of 1800psi will be used to prevent damage to the sewer lines.

***Pipeline Assessment Department***

An essential part of any trenchless rehabilitation program is the ability to interpret and analyze the information gathered from field inspections (CCTV, flow data, review of damage claims, etc.). Our Pipeline Assessment Department has been providing this service to the City of Swartz Creek and many other communities throughout the State for over 9 years.

The Liqui-Force Pipeline Assessment Department specializes in pipeline repair with our main area of expertise being trenchless rehabilitation methods. Our staff has a vast knowledge of both trenchless and non-trenchless rehabilitation methods ranging from small diameter to large diameter pipelines in municipal and industrial / commercial environments.



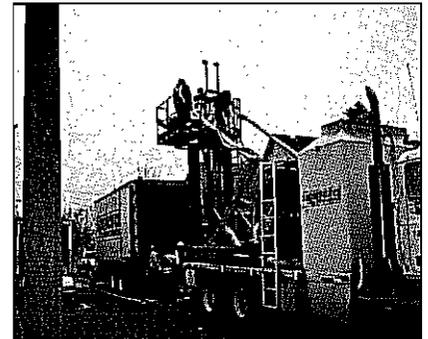
*Request for Proposals  
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As part of our partnership with the City we are proposing to include our analytical services and full reporting capabilities. We will review and prepare Pipeline Assessment reports which include detailed information with respect to each sewer section, location of identified defects, rehabilitation options and respective unit prices. This process will stimulate an environment were Liqui-Force, City of Swartz Creek and Rowe Inc. generate optimum solutions to arising problems thus providing the City with the greatest value possible in a reduced time schedule.

### ***Manhole to Manhole CIPP***

Liqui-Force will be utilizing our proprietary LFS Liner to rehabilitate the mainline sewers from manhole to manhole (Appendix B). LFS Liner is designed and installed under the guidelines and parameters of ASTM F1216 and meets or exceeds all standards required by ASTM D790. LFS Liner is manufactured from a combination of an enhanced polyester thermosetting resin and polyester needled felt tube supplied by two leaders in the CIPP industry. CoRezyn and Inliner Products have been supplying materials for CIPP installations for many years, both are ISO 9002 certified and have a very successful and lengthy track record in the industry.

Prior to installation of the LFS Liner a notice will be handed out to all residents / premises that may be directly affected by the installation. The notice informs the resident of the type of work being performed, date, telephone numbers for inquiries and a brief description of the process.



Installation of the LFS Liner starts with erecting a tower (hydraulic or scaffold) to enable us to create a water column to generate head pressure. This head pressure is the vehicle by which the liner is inverted into the sewer. The head pressure forces the liner to fit tight against the pipe wall thus permitting resin to penetrate into cracks and open joints preventing roots and ground water from migrating between the liner and the existing pipe. Once fully inverted this water is heated to cause the thermosetting resin to cure into the newly formed, seamless CIPP liner.

LFS Liner utilizes a water inversion process (per ASTM F1216) that is time proven and provides a more consistent final product. Because the thermal setting resin is heated with water the likelihood of cool groundwater causing localized heat loss or other installation problems is greatly reduced. This reduction of localized heat loss assures that the resin is completely cured throughout the liner's length and diameter. This approach has proven very effective in northern climates (Michigan) in dealing with the cooler site conditions.



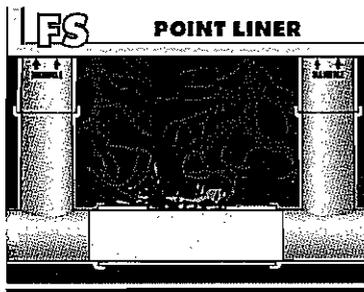
*Request for Proposals  
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Upon completion of the curing process (approximately 6 hours dependent on conditions) the ends of the liner are removed and the laterals are immediately opened to permit the residents to use their services. Properly prepared samples from intermediate or termination manholes will be taken. All lateral reinstates are 100% opened even if not scheduled for lateral rehabilitation. All lateral reinstates are brushed to remove all burrs and / or materials that may cause debris buildup or interfere with the installation of lateral liners in the future.

Maximum flow down-time in any section shall not exceed 12 hours.  
Maximum out of service time for any service lateral shall not exceed 24 hours.

When all active laterals have been fully reinstated and brushed a CCTV inspection of all the sewer sections rehabilitated shall be performed and recorded to be submitted to the City of its Representative for review and their records.

### ***CIPP Sectional Liner***



Using our proprietary LFS Point Liner, Liqui-Force can repair isolated areas of pipe in diameters over 18” without using disruptive and time consuming excavation methods (Appendix B). Utilizing time proven design principals as per ASTM F1216, we are able to install sectional CIPP liners at any location between two manholes. Using both the upstream and downstream manholes as access points we repair these isolated defects quickly and effectively without

excavation. Our LFS Liner has been successfully used throughout the City and Genesee County on hundreds of occasions over the last 9 plus years.

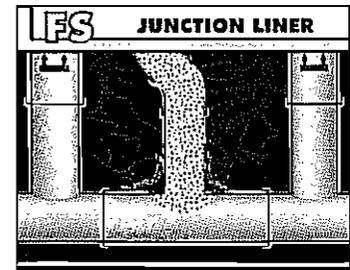
Liqui-Force currently manufactures the LFS Liner in its state of the art facility. This proprietary product along with single source control of the materials allow for immediate material delivery and custom design. Single source control also allows us to assure the highest quality possible in our product.

The LFS Point Liner is a seamless, tight fitting pipe made of polyester needled felt and a polyester thermosetting resin. LFS Point Liner, unlike manhole to manhole CIPP, is inverted using air pressure and cures at ambient temperatures thus eliminating the additional time and expense necessary for manhole to manhole CIPP. Curing of the LFS Point Liner requires approximately 2 hours under normal conditions. Liners are designed for fully deteriorated pipe conditions to provide the structural support necessary to carry the vertical and hydrostatic loads of the existing

conditions. Installation of the LFS Point Liner will eliminate root intrusion, infiltration and structural deficiencies in these isolated locations. After completion of the liner installation a final CCTV inspection is performed and submitted to the City or its Representatives for review and their records.

### ***CIPP Lateral Liner***

Liqui-Force proposes to use our proprietary Junction Liners for this contract (Appendix B). The one-piece Junction Liner will rehabilitate the mainline defective connections as well as eliminate the root intrusion and infiltration in the service lateral. Junction Liner installations are accomplished with a robotic system that is inserted from a mainline manhole and interfaces with the lateral cleanout. Once properly positioned, the lateral liner is inverted up the existing lateral. The Junction Liner provides a tough, smooth transition at the lateral/main connection. The liners smooth entry transition assures high durability, 360° seal of consistent quality that is impervious to root intrusion at the juncture of the lateral to the main. The Junction Liner's bond to the host pipe on both sides of and through the connection assures optimal structural integrity and a permanent seal against future root intrusion.



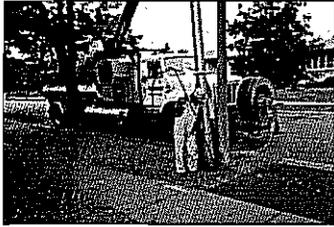
Junction Liners are manufactured in our own specialized, quality controlled facility. Each Junction Liner is custom built to conform to the proper diameter, length and strength necessary to rehabilitate the individual lateral. No liner is built until the exact measurement of the specific lateral it is intended to rehabilitate is gathered. This process assures that the Township will be receiving a product that is of the highest quality and designed properly for each individual location.

LFS Junction Liner is manufactured using a polyester non-woven fabric tube of specific length and a polyester thermosetting resin with physical and chemical properties designed for the each project.

Installation procedures as described by ASTM F1216 are adhered to. During the installation, a video camera is used to insure that the placement of the liner is correct. This inspection will occur in the lateral pipe originating from the cleanout proceeding downstream to the mainline.

Once the curing process is complete and equipment is removed from the pipeline and a final CCTV inspection completed. All final CCTV inspections and reports are submitted to the City or its Representative for their review and records.

### ***Cleanout Installation***

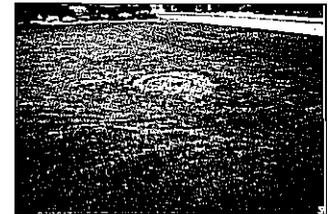


For this program, we are assuming that cleanouts are not present. As a necessary part of the lateral rehabilitation process, an exterior cleanout shall be installed on the lateral. For this proposal we understand that the liner is expected to repair the portion of the lateral between the mainline and the cleanout or within 5 feet of the exterior wall of the home.

Prior to starting the excavations Miss Dig will be contacted to perform utility locations as per State requirements. Upon completion of utility locates, installation of PVC cleanouts shall commence. A 15" to 20" diameter hole will be excavated using vacuum excavation equipment. This process will not harm any buried utilities and reduces the amount of surface restoration required. The cleanout will be positioned and adhered to the crown of the existing lateral pipe and the hole will be backfilled with low strength concrete (flowable fill) to within 12 inches of the surface. Once cured, the existing lateral will be cored to complete the cleanout installation.

Upon completion of the project the cleanout will be cut to sub grade levels and buried under the surface.

Restoration of the surface shall be performed after the installation of all lateral liners and as a final portion of the project. The surface shall be restored to original conditions with materials equal to or better than those that existed prior to the start of the project.



### ***CIPP Quality Assurance***

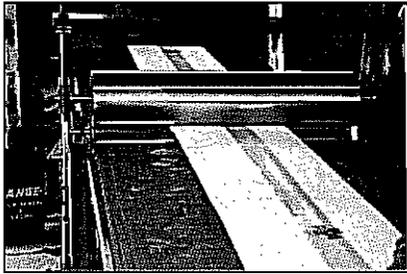
Each CIPP installation will have a design report documenting the design criteria for a fully deteriorated pipe, hydrostatic pressure depth of soil cover and type of soil (Appendix C).

All liners, upon installation inside the host pipe, will exceed the minimum test standards specified by the American Society for Testing Methods F1216:

#### **Minimum Test Standards for CIPP**

Flexural Strength (ASTM D-790)	4,500 PSI
Flexural Modulus (ASTM D-790)	250,000 PSI

Quality control testing is done in accordance with the requirements of ASTM F1216 "Standard



Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube". The quantity of resin used for tube impregnation is sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation system combined with a roller system is used to uniformly distribute the resin throughout the tube.

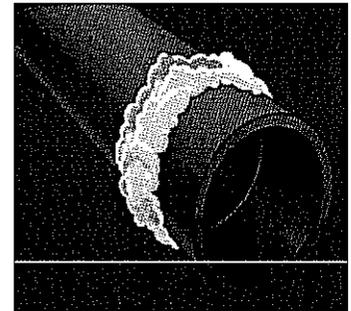
CIPP test samples are taken during the project and cut so that it can be tested in accordance with ASTM D790. The samples are delivered to Triodem Technical Services 2421 Drew Road, Mississauga, Ontario, an independent testing laboratory for ASTM D790 flexural modulus testing in accordance with ASTM F1216. A certificate will be submitted upon request.

Visual inspection is done in accordance with the requirements of ASTM F1216. A remote CCTV system is used to complete the inspections after the liner installation. The inspection occurs after the pipe has fully cured and includes the lateral locations and the date of the inspection.

### ***Chemical Grouting***

Liqui-Force has been utilizing standard chemical grouting practices for over 10 years. With technicians trained to perform testing and sealing of sewer pipe joints, we have sealed thousands of joints in various diameters.

Our abilities include testing and sealing of mainline sewer joints ranging from 6" to 36" in diameter (Appendix B). Our knowledge and experience over the past years has provided us with an understanding of the applicable uses of chemical grout.

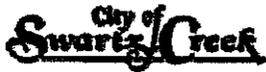


To ensure a timely response to projects that may require chemical grout we retain an inventory in our facility.

We utilize an acrylamide based grout with time proven success for sealing sewer pipe joints. AV-100 supplied by Avanti International (or equal) has been providing chemical grouts for sewer joint sealing for decades.

Prior to rehabilitation, we will clean and inspect the mainline sewer. All roots, debris and protruding service connections will be removed prior to rehabilitation.

The intent is to perform a pipe joint test to identify those sewer pipe joints that are leaking and that can be successfully sealed by the internal pipe joint sealing process. Once a joint has failed the test or is visibly leaking it is injected with chemical grout. The chemical grout is pumped to the



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exterior of the pipeline mixing with the soils surrounding the pipeline creating a grout collar thus sealing the joint. Once the joint is sealed it is retested to guarantee that sufficient grout has been placed to properly seal the leak. This process is performed on each joint within the sewer section to ensure that the section is watertight.

Chemical Grouting is only applicable in structurally sound pipe and should not be performed on cracked or broken pipe, building sewers, or sections of pipe between joints.

The equipment used for testing will consist of a pan & tilt television camera, joint testing device (such as a packer), and test monitoring equipment. The equipment is constructed in such a way as to provide means for introducing a test medium, under pressure, into the VOID area created by the expanded ends of the joint-testing device and a means for continuously measuring the actual static pressure of the test medium within the VOID area only. VOID pressure data is transmitted from the VOID to the monitoring equipment.

The sealing equipment will consist of a pan & tilt closed-circuit television system, necessary chemical sealant container, pumps, regulators, valves, hoses, etc., and joint sealing packers for the various sizes of sewer pipes. The packer is cylindrical and has a diameter less than the pipe size with cables attached at each end to pull it through the line.

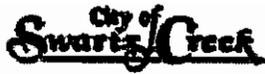
Upon completion of the testing and sealing of each joint in the sewer section, all residual grout will be removed so as to provide 100% of the original cross section. A post CCTV inspection shall be recorded and submitted to the City or its Representatives for review and their records.

### ***CIPP Potable Watermain Lining***

Although not currently anticipated, should the City have a need Liqui-Force also offers its watermain rehabilitation services. Liqui-Force is currently the only provider of Aqua-Pipe, a structural CIPP lining process approved by MDEQ and NSF for potable water distribution systems.

Aqua-Pipe is designed to improve flow and structurally rehabilitate potable watermains from 6" to 12" in diameter. All service connections are reinstated internally without the need for excavation. The designed service life of Aqua-Pipe is 50 years as per the guidelines of ASTM F1216 and ASTM F1743.

Aqua-Pipe has been used to rehabilitate potable watermains for over 6 years and has proven itself in over 65 miles of watermain in eastern Canada.



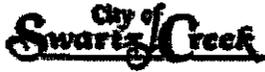
### ***5.3 Resident Communication***

A key to the success of this partnership is the cooperation between the City, Liqui-Force and the residents of Swartz Creek. We understand that the homeowners are to be treated at all times with professionalism, understanding, courtesy and respect. These homeowners are ultimately the City's customers. Liqui-Force will be responsible to keep these residents well informed with regards to the status of the projects (Appendix D). Items such as traffic control, notification of service disruptions restoration of property after project completion will all be communicated to them. We shall provide telephone numbers for our office in all notifications. City personnel shall have telephone numbers for our office staff and on site field supervisors to allow for quick response to any issues, questions or concerns that may arise.

### ***5.4 Traffic Interference***

We understand that the City has several major thoroughfares and commercial areas along with its developed residential neighborhoods. We shall perform traffic control as regulated by MDOT, Genesee County or as dictated by the City.

Our plan to address working in the highly sensitive locations is to perform the projects during the slow or downtimes if at all possible. If this cannot be performed we will perform the work with adequate traffic control devices. Communication with the City, MDOT, Genesee County and / or all other parties will be kept in place.



## **6. TIMELINESS OF SERVICE**

### ***6.1 Location of Office***

Liqui-Force Services (USA) Inc., located at 28529 Goddard Rd. Suite 106, Romulus, Michigan has grown over the last 10 years to become one of our most productive operations. The continued growth in this office has provided us with the means to increasingly offer all of our services from this local operation. With equipment and crews to perform all of our services located in our Romulus office, our ability to service the City of Swartz Creek and all our clients in a timely manner is superb.

### ***6.2 Ability to Respond***

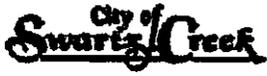
The nature and size of our firm enables us to maintain a diverse style relating to the type of projects we perform. This has allowed us to complete various sized projects and meet the needs of all our clients.

Our fleet of equipment includes multiple units for each of the services that we provide. This secures our ability to perform larger / multiple projects simultaneously without over extending our resources. Having our own manufacturing facility enables us to prevent delays associated with material suppliers and to customize products should the need arise.

Our crews work year round in Michigan and the surrounding States. John Thompson, our dedicated contact person, is available via mobile phone 24 hours per day, 7 days per week should an emergency arise. Each of our Divisional Managers, Field Supervisors and office staff has a mobile phone allowing the City access to our personnel.

Should emergency response be necessary, we can typically respond within 12 to 24 hours with CCTV inspection and cleaning equipment. Our manufacturing facility, which produces our sectional and lateral lining materials, has a 24 hour turnaround on such materials should the need arise. We currently keep a supply of manhole to manhole CIPP materials for emergency situations. Our wet out / impregnation operation for Liqui-Force Services (Ontario) and Liqui-Force Services (USA) Inc. is located in our Romulus facility allowing for quick turnaround should it be necessary.

Our ability to provide all of the services required for this project from our local office permits us to complete the desired tasks without undue delays. We require very little if any mobilization time to respond quickly to the needs of the City.



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### ***6.3 Available Equipment***

Our fleet of equipment includes multiple units for each of the services that we provide (Appendix E). This multitude of equipment enables us to not only have the ability to respond in a timely manner but also to perform larger / multiple projects simultaneously.



## **7. Warranty**

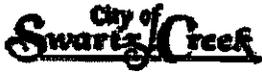
### **7.1 Warranty**

Liqui-Force Services (USA) Inc. has reviewed the requested insurance and bond requirements listed in the documents and agrees to provide such items should we enter into a contract with the City of Swartz Creek.

Liqui-Force Services (USA) Inc. warrants our CIPP lining and chemical grouting operations to be free from defects for the period of two (2) years and one (1) year respectfully as required. When notified of defects in material or workmanship within this warranty period, Liqui-Force Services (USA) Inc. will repair or replace the product, at no expense to the City of Swartz Creek, in a manner mutually agreed upon by Liqui-Force Services (USA) Inc. and the City.

Liqui-Force Services (USA) Inc. has designed the Cured in Place Pipe materials to provide a minimum of 50 years of life based on the calculations of ASTM F1216. All materials have been designed to withstand normal municipal sewage. Liqui-Force Services (USA) Inc. deems this warranty null and void in such instance that:

- solids, liquids or gases which are not considered typical municipal sewage or at typical municipal concentrations are introduced to the CIPP lining
- bedding soils are removed or disturbed from around the pipeline via open cut excavation, directional drilling or any other situation not typical in the natural life cycle of municipal sewers



## **8. LOCAL PRESENCE**

### ***8.1 Michigan Operations***

Liqui-Force Services (USA) Inc., is now approaching its eleventh anniversary (inception March of 1997), has grown to generate greater than 50% of the total corporate revenue with 95% of the projects for communities within Michigan. During these past nine plus years we have been dedicated to providing the Swartz Creek and all our clients with high quality products and service in the most professional manner possible.

Our continued growth in this region has provided us with the means to further offer our assistance and services to those in Genesee County and the State of Michigan with reduced time delays and greater flexibility. This continued growth has also permitted us to increase our local workforce from approx. 20 to 40 employees (residents of Michigan), dependant on workloads. With this personnel and equipment dedicated to servicing clients in Michigan, our ability to respond to our clients needs in a timely manner is second to none. Our predicted growth for this office will only strengthen our commitment to the City of Swartz Creek and all clients in this Region.

Currently, we have agreements with several communities to operate under similar terms as those requested. Examples include Genesee County Water and Waste Services, Charter Township of Grand Blanc, Charter Township of Bloomfield, Charter Township of Waterford, Charter Township of West Bloomfield, City of Southfield, City of Bloomfield Hills, City of Berkley, Charter Township of Independence, City of Lincoln Park and the City of Southgate.

Our local staff are always available, should the need arise for immediate or emergency assistance. We have responded to past emergencies not only for the City and several other communities including Grand Blanc Township, Bloomfield Township, West Bloomfield Township, City of Southfield and Waterford Township.



GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

-DIVISION OF-  
**WATER & WASTE SERVICES**  
G-4610 BEECHER ROAD • FLINT, MICHIGAN 48532-2617  
PHONE (810) 732-7870 • FAX (810) 732-9773

JEFFREY WRIGHT  
COMMISSIONER

December 7, 2007

To Whom It May Concern:

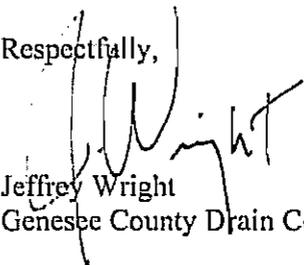
The Division of Water and Waste Services has awarded contracts to Liquiforce Sewer Services over the past several years for numerous sewer main repairs. These projects include: repairing sanitary sewers with both point-in-place liners and full-length liners, grouting joints in the sanitary sewer system, and lateral repairs.

These projects were competitively bid and awarded to the lowest bidder.

The Division of Water and Waste Services was extremely satisfied with the timeliness, professionalism and integrity in which the projects were completed.

If you have any questions, please contact Tim Davidek, Chief of the Operations and Maintenance Department, at (810) 732-7870, extension 4103.

Respectfully,



Jeffrey Wright  
Genesee County Drain Commissioner



# CHARTER TOWNSHIP OF GRAND BLANC

5371 South Saginaw Street  
P.O. Box 1833 • Grand Blanc, MI 48439-0057  
(810) 424-2600 Fax (810) 694-2881

August 23, 2004

Mr. Kim K. Lewis, CEO  
LiquiForce Services  
28529 Goddard Road  
Suite 106  
Romulus, MI 48174

Dear Mr. Lewis:

I would like to express my satisfaction in all aspects of the quality work performed by LiquiForce with Grand Blanc Township. As Supervisor of Grand Blanc Township, I have worked closely with LiquiForce and the on-going sanitary sewer repair and maintenance program throughout the Township. It has been my experience that all of your work within the Township has been performed to a very high level of quality and has contributed to the prolonged life of our sanitary sewer system.

In the many years LiquiForce has provided sanitary sewer services to Grand Blanc Township, I have always been more than satisfied. Upon approval of services, LiquiForce employees have promptly and efficiently performed all work agreed upon in the contract. In addition to scheduled maintenance, I have encountered several emergencies in which LiquiForce was able and willing to provide extra services with very short notice.

In summation, I am very pleased to have the LiquiForce team performing work in this community and would give them high marks for their efforts. I would not have any reservations in recommending them as contractors of quality to any other community based on my experience here.

Sincerely,



Jeff Zittel, Supervisor  
Grand Blanc Township



Jeffrey A. Zittel, Supervisor

Lorraine A. Parker, Clerk

Trustees:

Jeffery L. Cyphert, Treasurer

Marilyn M. Hoffman

Catherine A. Lane

Ann P. Moss

Roger W. Swaim

**BOARD OF TRUSTEES**  
Carl W. Solden, Supervisor  
Betty Forlino, Clerk  
Margaret Birch, Treasurer  
Todd Fox, Trustee  
David J. Maloney, Trustee  
Stan Moore, Trustee  
Bette O'Shea, Trustee

# WATERFORD

## A CHARTER TOWNSHIP

5240 Civic Center Drive  
Waterford, Michigan 48329-3773  
Telephone: (248) 674-2278 • Fax: (248) 674-8658  
www.twp.waterford.mi.us

**DEPARTMENT OF PUBLIC WORKS**  
Terry E. Biederman, P.E.  
*Director*  
Tom Coburn  
*Water & Sewer Superintendent*  
David M. Papke  
*Facilities & Operations Superintendent*  
Derek Diederich  
*Administrative Superintendent*  
William Fritz  
*Engineering Superintendent*

December 20, 2007

Mr. Kim Lewis, CEO  
LiquiForce Services  
28529 Goddard Rd.  
Suite 106  
Romulus, MI 48174

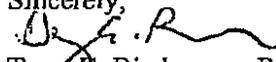
Dear Mr. Lewis:

Over the past four (4) years LiquiForce Services has successfully performed substantial sewer rehabilitation work ranging from cleaning and televising to main and lead lining for Waterford Township. In addition, your firm also successfully serves as the contractor of record for sewer rehabilitation services to the Township with little or no prior notification.

Due to the highly visible and public nature of the work, these contracts were awarded to your firm based on experience, cost, timeliness and customer satisfaction. To say the least, the Township has not been disappointed in your performance to date. As a result, we have and do, strongly recommend your firm to other communities seeking to have such work completed.

We look forward to our continued relationship.

Sincerely,

  
Terry E. Biederman, P.E.  
Director of Public Works

Cc: File



# City of Southfield

26000 Evergreen Rd. • P.O. Box 2055 • Southfield, MI 48037-2055 • www.cityofsouthfield.com

December 18, 2007

Mr. Kim K. Lewis, CEO  
LiquiForce Services  
28529 Goddard Road  
Suite 106  
Romulus, MI 48174

Dear Mr. Lewis:

I would like to express my satisfaction in all aspects of the quality work performed by LiquiForce with the City of Southfield. As the Director of Public Works, I have worked closely with LiquiForce and the on-going sanitary sewer repair and maintenance program throughout the City. It has been my experience that all of your work throughout the City has been performed to a very high level of quality and has contributed to the prolonged life of our sanitary sewer system.

In the many years LiquiForce has provided sanitary sewer services to Southfield, we have always been more than satisfied. Upon approval of services, LiquiForce employees have promptly and efficiently performed all work agreed upon in the contract. In addition to scheduled maintenance, I have encountered several emergencies in which LiquiForce was able and willing to provide extra services with very short notice.

In summation, I am very pleased to have the LiquiForce team performing work in this community and would give them high marks for their efforts. I would not have any reservations in recommending them as contractors of quality to any other community based on my experience here.

Sincerely,

Gary M. Mekjian, P.E.  
Director of Public Works

GMM/cdw

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Mayor Brenda L. Lawrence	Council President Joan Seymour	City Clerk Nancy L. M. Banks	City Treasurer Irv M. Lowenberg
City Council			
Donald F. Fracassi	Myron A. Frasier	Sylvia Jordan	Sidney Lantz
		William Lattimore	Kenson J. Siver

August 20, 2004



Re: Letter of Reference for Liquiforce Services

To Potential Municipal and Industrial Customers:

It is with regret that I am leaving the Michigan Area. In parting, I realize that the tremendous success and accomplishments made during the past seven plus years could not have been achieved alone.

I believe that the services provided to the City of Bay City by the management and employees of the Liquiforce organization were above and beyond the level of service provided by any other contractor working for the City of Bay City. Further, I have been in this field of work for over 25 years, having at one time been the Vice President of Operations for a HDPE lining company and for an Insituform company. The range and level of service provided by John Thompson, the Lewis Family, and the employees of Liquiforce exceeds the industry standard.

During their seven plus years of service there has been a problem or two; every contractor has them. In every case, the response and remedy has exceeded our expectations.

It is refreshing to find a company where the term "value added" does not translate to paying a premium.

Sincerely,

A handwritten signature in black ink, appearing to read "John H. Kolessar". The signature is fluid and cursive, with a large loop at the beginning.

John H. Kolessar, PE  
Former Director of Engineering and Public Infrastructure  
Past President of the American Public Works Association, Michigan Chapter

Note: After September 1, 2004, I can be reached at the City of Rio Rancho, Rio Rancho, New Mexico for additional information.

Engineering and Public Infrastructure  
301 Washington Avenue • Bay City, Michigan 48708  
Phone: 989.894.8181 • Fax 989.894.8214  
[www.baycitymi.org](http://www.baycitymi.org)

**CIPP-DESIGN US UNITS**

By ASTM F1216-07b Appendix XI Design Method  
 CIPP Liner Thickness for Non-Pressure Applications



PROJECT INFORMATION	
<p>31-Jan-08</p> <p>City of Swartz Creek                      ABC Street                      Mh XY to Mh YZ</p> <p>Sample</p>	

EXISTING PIPE PARAMETERS	ENTERED	FACTOR SUMMARY - FULLY DETERIORATED	
Design Condition	Fully Det.	Flexural Modulus long-term	200,000 psi
Inside Diameter of Existing Pipe	8 ins	Flexural Strength long-term	2,250 psi
Depth to Invert	10 ft	Minimum Dia for host pipe	7.60 ins
Water Table Below Surface	6 ft	Maximum Dia for host pipe	8.40 ins
Ovality	5%	Ovality Reduction Factor	0.640
Soil Density	120 lb/ft3	Water Buoyancy Factor	0.882
Soil Modulus	1,000 psi	Coeff of Elastic Support	0.314
Live Load	HS-20	Soil Pressure, Overt	6.86 psi
Other Load	0 psi	Water Pressure, Overt	1.44 psi
Vacuum Condition	0 psi	Live Load Pressure	0.86 psi
<b>CIPP LINER PARAMETERS</b>		Other Load Pressure	0.00 psi
Flexural Modulus short-term	400,000 psi	Vacuum Pressure	0.00 psi
Flexural Strength short-term	4,500 psi	Total Design Pressure	9.17 psi
Long-term Retention	50%	Inside Diameter After Lining	7.75 ins
Safety Factor	2		
Enhancement Factor	7		
Poisson's Ratio	0.3		

FULLY DETERIORATED DESIGN REQUIRES SATISFYING F1216-X1 EQUATIONS X1.1, X1.2, X1.3 & X1.4

F1216 X1 Equations solved for liner thickness t	t mm	t ins	DR
Hydraulic loads due to groundwater $X1.1: P = [2KE_L / (1-v^2)] \times [1 / (DR-1)^3] \times [C/N]$	2.4 mm	0.096 ins	83.33
Minimum thickness for ovality $X1.2: (1.5q/100)(1+q/100)DR^2 - 0.5(1+q/100)DR = s/(PN)$	2.2 mm	0.085 ins	94.12
Hydraulic, soil & live loads - Fully Deteriorated $X1.3: Q_t = [1/N] \times [32R_w B' E'_s C (E_L I / D^3)]^{1/2}$	3.1 mm	0.123 ins	65.04
Minimum thickness - Fully Deteriorated $X1.4: EI/D^3 = E/[12(DR^3)]$ greater or equal 0.093	2.9 mm	0.113 ins	70.80
<b>Required Liner Thickness - Fully Deteriorated</b>	<b>3.1 mm</b>	<b>0.123 ins</b>	<b>65.04</b>

t ins is rounded-up to 3 decimal places; t mm = t ins x 25.4; DR = (Inside Diameter ins)/(t ins).

**COMMENTS**

**ASTM F1216 APPENDIX X1 CALCULATION DETAILS: FULLY DETERIORATED DESIGN**

Fully deteriorated design requires satisfying 4 equations: X1.1, X1.2, X1.3 and X1.4

**Check Equation X1.1**

X1.1:  $P = [2KE_L / (1 - \nu^2)] \times [1 / (DR - 1)^3] \times [C / N]$

For selected liner thickness t: 3.1 mm      0.123 ins      DR 65.04      From summary page

Where

P = Allowed external pressure for liner. Calculated for selected liner thickness t

K = Enhancement factor = 7 As entered.

$E_L$  = Flex Modulus Long-term, psi = (Flex Modulus Short-term) x (Long-term Retention)  
= 400000 x 50% = 200000 psi

$\nu$  = Poisson's ratio = 0.3 As entered.

DR = Dimension Ratio = (Liner OD)/(liner t) Where Liner OD = Inside Diameter as entered.  
= 8 / 0.123 = 65.04

C = Ovality Reduction Factor =  $([1 - q/100] / [1 + q/100]^2)^3$ , where q is ovality of host pipe as entered.

$C = ([1 - 5/100] / [1 + 5/100]^2)^3 = 0.64$

N = Safety Factor = 2 As entered.

$P = [(2 \times 7 \times 200000) / (1 - 0.3^2)] \times [1 / ((65.04 - 1)^3)] \times [0.64 / 2] = 3.75 \text{ psi}$

Compare to actual external pressure on liner, P actual = Pa = ground water P + vacuum P (if any)

Ground water Pressure = 0.433 x Hw = 0.433 x 4 x = 1.73 psi. Where Hw is height of water over invert.

Vacuum P = 0 psi As entered.

$P_a = 1.73 + 0 = 1.73 \text{ psi}$

Actual external pressure, Pa = 1.73 psi

Due to ground water + any vacuum.

Allowed external pressure, P = 3.75 psi

From Equation X1.1 solution above

Is allowed external pressure sufficient?

Yes

Equation X1.1 is satisfied

Check for DR less or equal to 100 as per F1216 Appendix X1 note X1.2

DR selected = 65.04 as calculated above

Is DR less or equal to 100?

Yes

Note X1.2 is satisfied

**Check Equation X1.2**

X1.2:  $[(1.5 \times q/100) \times (1 + q/100) \times DR^2] - [0.5 \times (1 + q/100) \times DR] = (SL) / (P \times N)$

Where

q = 5 As shown above in determination of C, Ovality Reduction Factor.

DR, calculated above = 65.04

SL = Flex Strength Long-term = (Flex Strength Short-term) x (Long-term Retention) = 4500 x 50% = 2250 psi

P = external pressure on liner (see above), P = Pa = 1.73 psi

N = safety factor = 2 As entered.

Solve Eq. X1.2 for liner thickness, t. Where DR = (Liner OD)/(t)

$t = [3 \times (q/100) \times Do] / [0.5 + (0.25 + (6 \times (q/100) \times (SL / (P \times N \times (1 + (q/100))))^0.5)]$

$t = [3 \times (5/100) \times 8] / [0.5 + (0.25 + (6 \times (5/100) \times (2250 / (1.73 \times 2 \times (1 + (5/100))))^0.5)] = 0.085 \text{ ins}$

Compare selected t to t required by Equation X1.2

Selected t: 0.123 ins

Required t: 0.085 ins

Is selected liner thickness sufficient?

Yes

Equation X1.2 is satisfied

Fully Deteriorated calculations continue on next page.

**ASTM F1216 APPENDIX X1 FULLY DETERIORATED CALCULATION DETAILS CONT'D**

**Check Equation X1.3**

X1.3:  $q_t = [1/N] \times [32 \times R_w \times B' \times E'_s \times C \{ (E_L \times I) / D^3 \}]^{1/2}$       Note: Equation X1.3 was revised in F1216-07b by relocating C.  
 For selected liner thickness t:      3.1 mm      0.123 ins      DR 65.04      From summary page

Where

$q_t$  = allowed total external pressure for liner. To be calculated for selected liner thickness t

C = Ovality Reduction Factor, calculated on page 1, = 0.64

N = Safety Factor = 2 as entered

$R_w$  = Water Bouyancy Factor (0.67 min, 1.0 max) =  $1 - 0.33(H_w/H) = 1 - 0.33(3.33/9.33) = 0.882$

Where  $H_w$  and H are height of water and height of soil over top of pipe. See F1216 X1.2.2

$B'$  = Coefficient of elastic support =  $1 / (1 + 4e^{-0.665H}) = 0.314$       Where H = 9.33

$E'_s$  = Modulus of soil reaction = 1000 psi, as entered.

$E_L$  = Long-term modulus for CIPP, calculated on page 1, = 200000 psi

I = Moment of inertia for selected wall thickness =  $(t^3) / 12 = (0.123^3) / 12 = 0.0002$

D = Inside diameter of existing pipe (as entered) = mean OD of liner = 8 ins

$q_t = 1/2 \times [32 \times 0.882 \times 0.314 \times 1000 \times 0.64 \times ((200000 \times 0.0002) / 8^3)]^{1/2} = 9.27$  psi

**Compare  $q_t$  to required load pressure to be provided for,  $q_r$ , due to all external loads**

$q_r = P_w + P_s + P_l + P_v + P_o$

Where

$P_w$  = Water load =  $0.433 \times H_w = 0.433 \times 3.33 = 1.44$  psi       $H_w$  = height of water over top of pipe

$P_s$  = Soil load =  $(\text{Soil Density} \times H \times R_w) / 144 = (120 \times 9.33 \times 0.882) / 144 = 6.86$  psi      H = soil height over top of pipe.

$P_l$  = Live load, HS-20 (selected) = 0.86 psi      Calculation not shown. Refer AWWA M45 or CPHB

$P_v$  = Vacuum equivalent load = 0 psi      As entered

$P_o$  = Other load = 0 psi      As entered

$q_r = P_w + P_s + P_l + P_v + P_o$  = total external load on liner

=  $1.44 + 6.86 + 0.86 + 0 + 0 = 9.17$  psi

**Compare  $q_r$  (required) to  $q_t$  (allowed)**

$q_r = 9.17$  psi      Required external pressure to be provided for

$q_t = 9.27$  psi      Allowed external pressure for liner from equation X1.3

Is allowed external pressure sufficient?      Yes      Equation X1.3 is satisfied

**Check Equation X1.4**

X1.4:  $(E \times I) / D^3 = E / (12 \times (DR)^3)$  must be greater or equal 0.093

For selected liner thickness t:      3.1 mm      0.123 ins      DR 65.04      From summary page

Where

E = initial modulus = 400000 psi as entered

DR = liner dimension ratio =  $D/t = 8 / 0.123 = 65.04$

$E / (12 \times (DR)^3) = 400000 / (12 \times 65.04^3) = 0.1212$

Is X1.4 requirement satisfied?      Yes      Equation X1.4 is satisfied

**Summary for Fully Deteriorated Design**

Fully Deteriorated design requires satisfying Eqs X1.1, X1.2, X1.3, X1.4

Eq X1.1 Satisfied by selected liner thickness

Eq X1.2 Satisfied by selected liner thickness

Eq X1.3 Satisfied by selected liner thickness

Eq X1.4 Satisfied by selected liner thickness

Required liner thickness for fully deteriorated design is...

3.1 mm

0.123 ins



*Client*

LIQUI-FORCE SERVICES (USA) INC.  
 28529 Goddard Road, Suite 106  
 Romulus, Michigan, USA  
 48174

Laboratory  
 Report

Attention	Client's Order Number	Date	Report Number
Chris Lewis	C.L. 54 INCH	16 November 2007	07-3845
Client's Material / Product Description	Date Sample Received	Material / Product Specification	
6 pcs (54" x 37.5 mm) Samples cut to: 3/16" thick, 1" wide, 5" long	07 November 2007	ASTM F1216	
Test Performed	Result		

1. Tangent Flexural Modulus  
 (ASTM D790)

- Crosshead speed: 0.08"/min
- 1000 lbf Load cell
- 3 inch support span
- L/D = 16
- Specimen Geometry:  
 3/16" x 1/2" x 5"
- 5 specimens tested
- Units: psi

Sample #	Result	Requirement
1	508000	250,000 minimum
2	596000	
3	634000	
4	572000	
5	646000	
Average	591000	

2. Flexural Strength  
 (ASTM D790)

- 5 specimens tested
- Units: psi

Sample #	Result	Requirement
1	7000	4,500 minimum
2	7700	
3	6400	
4	6500	
5	7000	
Average	6900	

Address  
 2421 Drew Road  
 Mississauga, Ontario  
 Canada  
 L5S 1A1

Telephone  
 (905) 673 9899

Facsimile  
 (905) 673-8394

E-mail  
 aahlawat@acuren.com

Web  
 www.acuren.com

Amit Ahlawat, B.A.Sc., Hon B.Sc.,  
 Test Specialist.

Dr. Erhan Ulvan, Ph. D, P. Eng.,  
 Laboratory Manager



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### Client

LIQUI-FORCE SERVICES (USA) INC.  
2015 Spinks Drive, R.R. 2  
Kingsville, Ontario  
N9Y 2E5

## Laboratory Report

Attention	Client's Order Number	Date	Report Number
Art Caron	RFA	14 December 2004	E-2935
Client's Material / Product Description	Date Sample Received	Material / Product Specification	
ID # 17, 9 <sup>th</sup> Street	29 November 2004	ASTM F1216	
Test Performed	Result	Specification	

### Tangent Flexural Modulus (ASTM D790)

- Crosshead speed: 0.10"/min
- 1000 lbf load cell
- 3.0 inch support span
- L/D = 16
- Specimen Geometry:  
3/16" x 1/2" x 4"
- 5 specimens tested
- Units: psi

#### Sample #

	567 400
2	512 600
3	497 400
4	515 400
5	556 700
Average	529 900

250,000 minimum

### 2. Flexural Strength (ASTM D790)

- Crosshead speed: 0.10"/min
- 1000 lbf load cell
- 3.0 inch support span
- L/D = 16
- 5 specimens tested
- Units: psi

#### Sample #

1	8 370
2	7 420
3	7 560
4	7 030
5	7 510
Average	7 580

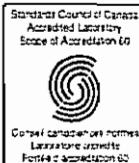
4,500 minimum

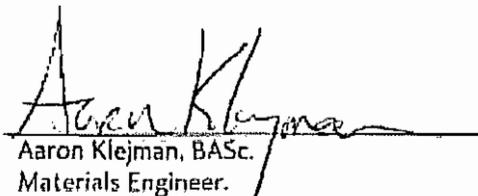
**Address**  
2421 Drew Road  
Mississauga, Ontario  
Canada  
L5S 1A1

**Telephone**  
(905) 673-9899

**Facsimile**  
(905) 673-8394

**E-mail**  
info@triodem.com



  
Aaron Klejman, B.A.Sc.  
Materials Engineer.

  
Colin Healey, B. Com.  
Assistant Laboratory Manager.



*Client*

LIQUI-FORCE SERVICES (USA) INC.  
2015 Spinks Drive, R.R. 2  
Kingsville, Ontario  
N9Y 2E5

## Laboratory Report

<i>Attention</i>	<i>Client's Order Number</i>	<i>Date</i>	<i>Report Number</i>
Chris Lewis	CHRIS LEWIS	09 June 2005	<b>F-554</b>
<i>Client's Material / Product Description</i>	<i>Date Sample Received</i>	<i>Material / Product Specification</i>	
B.C. Sample #1, 8" x 6 mm, Boiler #41	02 June 2005	ASTM F1216 & D790	
<i>Test Performed</i>	<i>Result</i>	<i>Specification</i>	

### 1. Tangent Flexural Modulus (ASTM D790)

- Crosshead speed: 0.10"/min
- 1000 lbf load cell
- 3.0 inch support span
- L/D = 16
- Specimen Geometry: 3/16" x 1/2" x 4"
- 5 specimens tested
- Units: psi

<u>Sample #</u>		
	407 200	
2	364 300	
3	441 200	250,000 minimum
4	326 400	
5	427 800	
Average	393 400	

### 2. Flexural Strength (ASTM D790)

- Crosshead speed: 0.10"/min
- 1000 lbf load cell
- 3.0 inch support span
- L/D = 16
- 5 specimens tested
- Units: psi

<u>Sample #</u>		
1	6 760	
2	5 690	
3	6 130	4,500 minimum
4	5 350	
5	6 670	
Average	6 120	

### 3. Wall Thickness

- Units: mm

<u>Side A</u>	<u>Side B</u>
---------------	---------------

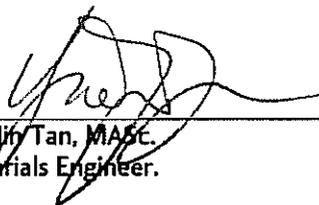
Address  
2421 Drew Road  
Mississauga, Ontario  
Canada  
L5S 1A1

Telephone  
(905) 673-9899

Facsimile  
(905) 673-8394

E-mail  
info@triodem.com



  
Yue Jiy Tan, M.A.Sc.  
Materials Engineer.

  
Colin Healey, B. Com.  
Assistant Laboratory Manager.

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### Client

LIQUI-FORCE SERVICES (ONT) INC.  
2015 Spinks Drive, R.R. 2  
Kingsville, Ontario  
N9Y 2E5

## Laboratory Report

Attention	Client's Order Number	Date	Report Number
Chris Lewis	C Lewis 01	23 March 2005	E-4236
Client's Material / Product Description	Date Sample Received	Material / Product Specification	
Bay City, "Novoc Resin" Feb. 2005, 10" x 6 mm (CIPP)	03 March 2005	ASTM F1216 & ASTM D790	
Test Performed	Result	Specification	

### 1. Tangent Flexural Modulus (ASTM D790)

- Crosshead speed: 0.1"/min
- 1000 lbf Load cell
- 3.0 inch support span
- L/D = 16
- Specimen Geometry:  
3/16" x 1/2" x 4"
- 5 specimens tested
- Units: psi

Sample #	Result	Specification
	424,600	250,000 minimum
2	422,800	
3	415,000	
4	381,500	
5	371,900	
Average	403,200	

### 2. Flexural Strength (ASTM D790)

- Crosshead speed: 0.10"/min
- 1000 lbf Load cell
- 3.0 inch support span
- L/D = 16
- 5 specimens tested
- Units: psi

Sample #	Result	Specification
1	6,230	4,500 minimum
2	5,220	
3	5,420	
4	6,350	
5	6,350	
Average	5,910	

### 3. Wall Thickness

- Units: mm

Side A	Side B
5.15	5.27
5.17	5.31
5.23	5.46
5.33	5.57

Address  
2421 Drew Road  
Mississauga, Ontario  
Canada  
L5S 1A1

Telephone  
(905) 673-9899

Facsimile  
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E-mail  
info@triodem.com



Aaron Klejman, B.A.Sc.  
Materials Engineer.

Colin Healey, B. Com.  
Assistant Laboratory Manager.

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LIQUI-FORCE SERVICES (ONT) INC.  
2015 Spinks Drive, R.R. 2  
Kingsville, Ontario  
N9Y 2E5

## Laboratory Report

Attention	Client's Order Number	Date	Report Number
Chris Lewis	Clewis 03	18 April 2005	E-4672
Client's Material / Product Description	Date Sample Received	Material / Product Specification	
DMAA Sample #1 Novoc 10" x 6mm x 280 ft	30 March 2005	ASTM F1216 & D790	
Test Performed	Result	Specification	

### 1. Tangent Flexural Modulus (ASTM D790)

- Crosshead speed: 0.10"/min
- 1000 lbf load cell
- 3.0 inch support span
- L/D = 16
- Specimen Geometry:  
3/16" x 1/2" x 4"
- 5 specimens tested
- Units: psi

Sample #	Result	Specification
	376 100	250,000 minimum
2	399 400	
3	450 200	
4	384 900	
5	492 000	
Average	420 500	

### 2. Flexural Strength (ASTM D790)

- Crosshead speed: 0.10"/min
- 1000 lbf load cell
- 3.0 inch support span
- L/D = 16
- 5 specimens tested
- Units: psi

Sample #	Result	Specification
	4 840	4,500 minimum
2	4 770	
3	5 320	
4	5 140	
5	5 790	
Average	5 170	

### 3. Wall Thickness

- Units: mm

Side A	Side B
5.47	5.75
6.00	6.20
6.09	6.43
6.15	6.60

Address  
2421 Drew Road  
Mississauga, Ontario  
Canada  
L5S 1A1

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Aaron Klejman, B.A.Sc.  
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# SEWER WORK NOTICE

## LIQUIFORCE

As part of the on-going program to improve the sewer infrastructure, we have been contracted by your local government to rehabilitate the existing sewer under your street. There will be no digging for this work.

Please bear with us while we repair your sewers, we apologize for any equipment noise which may be created.

Your sewer connection will be **OUT OF SERVICE** for the time listed on the date below. To reduce any inconvenience to you, we ask you to **minimize your water use** during these hours. This will stop the possibility of sewage from your premises backing up into your basement or building plumbing. Please **DO NOT** shower, bath, use dishwashers or washing machines during the hours noted below. As well, keep toilet flushing to a minimum.

**1 se note:** prior to the crews arriving on your street, we ask each resident to pour 1 gallon of water in every floor drain, laundry tub, bath tub and shower drain in your basement to fill any dried out traps which may allow fumes from our Lining process to enter your home.

Your help in temporarily keeping your water use to a minimum for the times shown below, allows for the renewal of the sewer on your street without the inconvenience of digging.

### DATE AND TIME OF SEWER WORK

STREET: \_\_\_\_\_

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

FROM: \_\_\_\_\_ UNTIL: \_\_\_\_\_

If any problems occur with your sewer service during this rehabilitation process, please visit one of our on-site representatives. If you have any questions after the completion of this project, please call Dan Anzovino at Liqui-Force Services 1-800-265-0863 ext. 11

**THANKS IN ADVANCE FOR YOUR CO-OPERATION**



Feb 22, 2008

City of Swartz Creek  
8083 Civic Center Dr.  
Swartz Creek, MI 48473



**Attn: Mr. Tom Svreck, Director of Public Works**  
**Re: Request for Clarification of Prices**

We submit the following response to your request for additional information regarding our prices submitted in the Request for Proposals.

It is our intention to maintain the prices listed in our proposal for work requested in either front and / or rear yard locations. We are confident that we will be able to provide the level of professionalism and workmanship you have come to expect from us for these prices.

If you have any additional questions please feel free to contact myself or Mr. John Thompson. We look forward to working with you and the City of Swartz Creek in the near future.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Lewis".

Jeff Lewis  
President

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**  
One Tower Square, Hartford, CT 06183

**Bond No.: 100007993-004**

**KNOW ALL MEN BY THESE PRESENTS, THAT WE Liqui-Force Services (USA) Inc.** as Principal, hereinafter called the Principal, and **Travelers Casualty and Surety Company of America of One Tower Square, Hartford, CT 06183**, a corporation duly organized under the laws of the State of **Connecticut**, as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Swartz Creek** as Obligee, hereinafter called the Obligee, in the sum of **Twenty-Five Thousand---XX/00 Dollars (\$25,000.00)**, for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid for **Trenchless Sanitary Sewer Rehabilitation - Contract No. 07C0280, Tender Date January 30, 2008**

**NOW THEREFORE**, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and provide the Obligee with a contract performance bond in the form attached as Schedule "A" and a payment bond in the form attached as Schedule "B" with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

**SIGNED, SEALED AND DELIVERED** this 28th day of **January, 2008**.

**Liqui-Force Services (USA) Inc.**

Principal

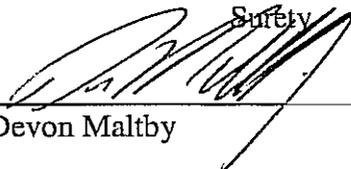
  
Jeff Lewis - President Title

\_\_\_\_\_  
Witness

**Travelers Casualty and Surety Company of America**

(Seal)

Surety

By: 

Devon Maltby

\_\_\_\_\_  
Witness

**Attorney-in-Fact**

Title

**PERFORMANCE  
BOND**

(Multiple Year)

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

Hartford, Connecticut 06183

Schedule "A"

Bond No.:

**KNOWN ALL ME BY THESE PRESENTS,** That we, \_\_\_\_\_, as Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety, are held and firmly bound unto \_\_\_\_\_, as Obligee, in the sum of \_\_\_\_\_ Dollars (\$) for the payment whereof said Principal and Surety bind themselves firmly by these presents.

WHEREAS, Principal has, by written Agreement, dated \_\_\_\_\_, entered into a contract with Obligee, for ("Contract");

**NOW, THEREFORE,** the condition of this obligation is such that if Principal shall faithfully perform the Contract according to its terms and conditions during the effective dates of this bond, then this obligation shall be void, otherwise to remain in full force and effect. Surety's obligation hereunder shall not arise unless Principal is in default under the Contract, and has been declared by Obligee to be in default under the Contract; and Obligee has performed its obligations under the Contract. The Surety's obligation is also subject to the following conditions:

1. The effective dates of this bond shall be from \_\_\_\_\_ to \_\_\_\_\_, and Surety shall not be liable for any defaults arising before or after the effective dates of the bond. In the event that Obligee and Principal elect to extend the Contract, Surety, at its sole option, may renew the obligation by continuation certificate or rider setting forth new commencement and expiration dates, and, if applicable, increased or decreased the penal sum. Any failure of Principal to provide a bond for any such contract extension shall not be considered a breach within the effective period of this bond.

2. Surety's aggregate liability under this bond shall in no event exceed the penal sum of the bond. If the bond is renewed by Surety, it shall be considered one continuous bond and in no event shall the penal sum, or any portion thereof, at any two points be added together in determining Surety's liability. Surety shall be entitled to a dollar for dollar reduction of its liability under this Bond to the extent that Surety sustains losses related to the Contract that exceed the Contract balance paid to Surety by Obligee.

3. No suit shall be commenced under this bond after the expiration of one (1) year following the earlier of (a) the expiration date of this bond, or (b) the date that Principal ceased work under the Contract, excluding warranty work. If this bond is provided to comply with bond statutes in the location where the construction work is being performed, and the bond statutes contain a statute of limitations for suits on the performance bond, then the limitation period set forth herein shall be read out of this bond and the statute of limitation set forth in the bond statutes shall be read into this bond. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable, and said period of limitation shall be deemed to have accrued and shall commence to run no later than the earlier of (y) the expiration date of this bond, or (z) the date Principal ceased work under the Contract, excluding warranty work.

4. Notwithstanding anything in the Contract to the contrary, this does not inure to the benefit of or confer any right of action upon any person other than the named Obligee. This bond shall not be liable for any liability of Principal for tortious acts, whether or not said liability is direct or is imposed by the Contract, and shall not serve as or be a substitute for or supplemental to any liability or other insurance required under the Contract.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Principal)

By: \_\_\_\_\_

Travelers Casualty and Surety Company of America

By: \_\_\_\_\_, Attorney-in-Fact

**PAYMENT BOND**

(Multiple Year)

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

Hartford, Connecticut 06183

Bond No.:

Schedule "B"

KNOW ALL BY THESE PRESENTS, That we, , as Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety, are held and firmly bound unto , as Obligee, in the sum of U.S. Dollars (\$) for the payment whereof said Principal and Surety bind themselves firmly by these presents.

WHEREAS, Principal has by written Agreement dated entered into a contract with Obligee for ("Contract").

NOW, THEREFORE, if Principal shall promptly make payment to all Claimants as hereinafter defined for all labor and material used, consumed and incorporated in the performance of the construction work under the Contract, then this obligation shall be void; otherwise to remain in full force and effect, subject, however, to the following conditions:

1. The effective dates of this bond shall be from to , and Surety shall not be liable for labor and/or materials supplied by a Claimant before or after the effective dates of the bond. Surety, at its sole option, may renew the obligation by continuation certificate or rider setting forth new commencement and expiration dates, and, if applicable, increasing or decreasing the penal sum.
2. Surety's aggregate liability under this bond shall in no event exceed the penal sum of the bond. If the bond is renewed by Surety, it shall be considered one continuous bond and in no event shall the penal sum, or any portion thereof, at any two points be added together in determining Surety's liability.
3. A Claimant is defined as one other than Obligee having both: (a) a contract with Principal or with a direct subcontractor of Principal to supply labor and/or materials and said labor and/or materials are actually used, consumed or incorporated in the performance of the construction work under the Contract; and (b) an enforceable lien against the property improved under the Contract for labor and/or materials used, consumed or incorporated in the performance of the construction work under the Contract.
4. Principal and Surety hereby jointly and severally agree with Obligee that every Claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the later of: (a) the date on which the last of such Claimant's work or labor was done or performed or materials were furnished by such Claimant, or (b) the date Claimant filed an enforceable lien, may bring suit on this bond, prosecute the suit to final judgment for the amount due under Claimant's contract for the labor and/or materials supplied by Claimant which were used, consumed or incorporated in the performance of the construction work, and have execution thereon. Obligee shall not be liable for the payment of any costs or expenses of any such suit.
5. No suit or action shall be commenced hereunder by any Claimant:
  - a. After the expiration of one (1) year following the earlier of (a) the expiration date of this bond, or (b) the day on which Claimant last supplied the labor and/or materials for which the claim is made. If this limitation is void or prohibited by law, then the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable, and said period of limitation shall be deemed to have accrued and shall commence to run on the day Claimant last supplied the labor and/or materials for which the claim is made; and
  - b. Other than in a state court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder. Surety's liability hereunder is limited, singly, or in the aggregate, to the penal sum of the bond set forth herein.





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219183

Certificate No. 002099900

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

George Petropoulos, Rob Burns, Linda Mountford, Dorinda Torrance, Kevin Irvine, David Hodgson, Leandro Gomez, Howard Friedman, Denise Fraser, Devon Maltby, Barry Normet, Linda Archibald, Nancy Fraser, and Sheila Spotton

of the City of Toronto, Ontario, State of Canada, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of October, 2007.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 4th day of October, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

**CITY OF SWARTZ CREEK**

**SANITARY SEWER TRENCHLESS REHABILITATION  
ITEMIZED BID SHEET  
WORK IN UTILITY EASEMENTS**

ITEM	DESCRIPTION	UNIT	UNIT PRICE
<b>PART I - Cleaning, Video Inspection &amp; Reaming</b>			
A	High Pressure Water Jet Cleaning. All sizes.	FT	3.00
B	Sanitary Sewer CCTV (Closed Circuit Television) inspection recorded on DVD.	FT	1.50
C	Sanitary Sewer Calcite Reaming		
	Light - equal or less than 20% cross sectional area loss	FT	4.00
	Heavy - greater than 20% cross sectional area loss	FT	8.00
D	Sanitary Sewer Reaming/Cutting Roots with Approved Reamers and Cutters		
	Light - equal or less than 20% cross sectional area loss	FT	10.00
	Heavy - greater than 20% cross sectional area loss	FT	15.00
E	Reaming of Protruding Lateral utilizing approved remote controlled robotic reamer with CCTV assistance.	EA	600.00
F	Lateral Reinstatement	EA	600.00
<b>PART II - Structural Spot Repair as determined by Engineer</b>			
A	Pipe point structural spot repair with Cured-In-Place pipe (inverted tube liner) as specified including: sewer cleaning, pre and post video inspection with DVD and report.		
	8" Diameter - 3' to 10' length	EA	2300.00
	8" Diameter - additional length greater than 10'	FT	20.00
	10" Diameter - 3' to 10' length	EA	2500.00
	10" Diameter - additional length greater than 10'	FT	37.00
	12" Diameter - 3' to 10' length	EA	2800.00
	12" Diameter - additional length greater than 10'	FT	110.00
	15" Diameter - 3' to 10' length	EA	3400.00
	15" Diameter - additional length greater than 10'	FT	120.00
	18" Diameter - 3' to 10' length	EA	3900.00
	18" Diameter - additional length greater than 10'	FT	130.00
<b>PART III - Sanitary Sewer Lateral Cleaning and Repairs</b>			
A	Lateral sewer CCTV (Closed Circuit Television) inspection through mainline sewer including DVD and report.	FT	20.00
B	Installation of 6" Diameter inverted type CIPP Lateral Liner (up to R.O.W.) from mainline sewer, including vacuum excavation and installation of a clean out to surface. Preparatory work of cleaning and removal of debris in lateral and temporary restoration of disturbed surface to be included.	FT	250.00
<b>PART IV - Sanitary Sewer Joint Testing &amp; Sealing</b>			
A	Sanitary Sewer Pipe Joint Sealing with approved Sealant including testing and removal of excess grout.		
	8" Diameter	JOINT	90.00
	10" Diameter	JOINT	105.00
	12" Diameter	JOINT	120.00
	15" Diameter	JOINT	135.00
	18" Diameter	JOINT	150.00
<b>PART V - Structural CIPP Lining (Fully Deteriorated)</b>			
A	Manhole to Manhole CIPP Lining for 8" Diameter Mains	FT	41.00
B	Manhole to Manhole CIPP Lining for 10" Diameter Mains	FT	44.00
C	Manhole to Manhole CIPP Lining for 12" Diameter Mains	FT	52.00
D	Manhole to Manhole CIPP Lining for 15" Diameter Mains	FT	62.00
E	Manhole to Manhole CIPP Lining for 18" Diameter Mains	FT	72.00
<b>Note: See Appendix C for historical quantities</b>			

**CITY OF SWARTZ CREEK**  
**SANITARY SEWER TRENCHLESS REHABILITATION**  
**ITEMIZED BID SHEET**  
**WORK IN PUBLIC RIGHT OF WAY**

ITEM	DESCRIPTION	UNIT	UNIT PRICE
<b>PART I - Cleaning, Video Inspection &amp; Reaming</b>			
A	High Pressure Water Jet Cleaning. All sizes.	FT	3.00
B	Sanitary Sewer CCTV (Closed Circuit Television) inspection recorded on DVD.	FT	1.50
C	Sanitary Sewer Calcite Reaming		
	Light - equal or less than 20% cross sectional area loss	FT	4.00
	Heavy - greater than 20% cross sectional area loss	FT	8.00
D	Sanitary Sewer Reaming/Cutting Roots with Approved Reamers and Cutters		
	Light - equal or less than 20% cross sectional area loss	FT	10.00
	Heavy - greater than 20% cross sectional area loss	FT	15.00
E	Reaming of Protruding Lateral utilizing approved remote controlled robotic reamer with CCTV assistance.	EA	600.00
F	Lateral Reinstatement	EA	600.00
<b>PART II - Structural Spot Repair as determined by Engineer</b>			
A	Pipe point structural spot repair with Cured-In-Place pipe (inverted tube liner) as specified including: sewer cleaning, pre and post video inspection with DVD and report.		
	8" Diameter - 3' to 10' length	EA	2100.00
	8" Diameter - additional length greater than 10'	FT	70.00
	10" Diameter - 3' to 10' length	EA	2300.00
	10" Diameter - additional length greater than 10'	FT	87.00
	12" Diameter - 3' to 10' length	EA	2600.00
	12" Diameter - additional length greater than 10'	FT	110.00
	15" Diameter - 3' to 10' length	EA	3200.00
	15" Diameter - additional length greater than 10'	FT	120.00
	18" Diameter - 3' to 10' length	EA	3700.00
	18" Diameter - additional length greater than 10'	FT	130.00
<b>PART III - Sanitary Sewer Lateral Cleaning and Repairs</b>			
A	Lateral sewer CCTV (Closed Circuit Television) inspection through mainline sewer including DVD and report.	FT	20.00
B	Installation of 6" Diameter inverted type CIPP Lateral Liner (up to R.O.W.) from mainline sewer, including vacuum excavation and installation of a clean out to surface. Preparatory work of cleaning and removal of debris in lateral and temporary restoration of disturbed surface to be included.	FT	225.00
<b>PART IV - Sanitary Sewer Joint Testing &amp; Sealing</b>			
A	Sanitary Sewer Pipe Joint Sealing with approved Sealant including testing and removal of excess grout.		
	8" Diameter	JOINT	80.00
	10" Diameter	JOINT	95.00
	12" Diameter	JOINT	110.00
	15" Diameter	JOINT	125.00
	18" Diameter	JOINT	140.00
<b>PART V - Structural CIPP Lining (Fully Deteriorated)</b>			
A	Manhole to Manhole CIPP Lining for 8" Diameter Mains	FT	35.00
B	Manhole to Manhole CIPP Lining for 10" Diameter Mains	FT	36.00
C	Manhole to Manhole CIPP Lining for 12" Diameter Mains	FT	45.00
D	Manhole to Manhole CIPP Lining for 15" Diameter Mains	FT	52.00
E	Manhole to Manhole CIPP Lining for 18" Diameter Mains	FT	68.00
<b>Note: See Appendix C for historical quantities</b>			

B I D B O N D

KNOW ALL MEN BY THESE PRESENTS:

That we, Young's Environmental Cleanup, Inc.

G-5305 North Dort Highway

Flint

MI 48505

, as Principal, (hereinafter called the "Principal"),

and the Selective Insurance Company of America

, a corporation

duly organized under the laws of the State of NJ, as Surety, (hereinafter called the "Surety"), are held and

firmly bound unto City of Swartz Creek

as Obligee, (hereinafter called the "Obligee"),

in the sum of TWENTY FIVE THOUSAND AND 00/100

Dollars (\$25,000.00),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Trenchless Sanitary Sewer

Rehabilitation - Sanitary Sewer Pipe Lining

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 30TH

day of JANUARY

A.D., 2008

Joe Fisher  
Witness

-----  
Young's Environmental  
Cleanup, Inc. (SEAL)  
Principal  
By Kristina VICE PRESIDENT  
K R I S T I N A Title  
-----  
Selective Insurance Company  
of America  
of Surety

MaryAnne Siger  
Witness

By Lori A. King-Clyde (SEAL)  
Lori A. King-Clyde  
Attorney-in-Fact



**Young's Environmental Cleanup, Inc.**

EPA Transporter ID#: MID106869506

Federal Tax ID#: 38-3838773

Duns #36-258-3759



**FACILITY & CONTACT INFORMATION**

**Corporate Headquarters – Flint, MI**

G-5305 North Dort Highway

Flint, Michigan 48505

(810) 789-7155 [Tel]

(810) 789-3606 [Fax]

Email: [yeci@sbcglobal.net](mailto:yeci@sbcglobal.net)

Web: [www.youngsenvironmental.com](http://www.youngsenvironmental.com)

**Contacts (Corporate Headquarters, Flint, MI):**

Contracts: Kris Thiel, Vice President & General Manager

Health & Safety: E. Gary Brannock, V.P. Health & Safety

Emergency Response: Brian Burgess, Emergency Response Mgr.

Sales & Marketing: David Rowlison, Director of Sales

Project Management: Joe Fisher, Senior Project Manager

Technical Services: Donald Long, Special Services

Waste Handling & Disposal: April Pace, Waste Coordinator

**Western Michigan Operations – Grand Rapids, MI**

4990 West River Drive, NE

Comstock Park, Michigan 49321

(616) 785-3374 [Tel]

(616) 785-3401 [Fax]

Email: [yecigr@sbcglobal.net](mailto:yecigr@sbcglobal.net)

Web: [www.youngsenvironmental.com](http://www.youngsenvironmental.com)

**Contacts (West Michigan Operations – Grand Rapids, MI):**

Contracts: Tony Roda, General Manager

Health & Safety: E. Gary Brannock, V.P. Health & Safety

Emergency Response: Doyle Stratton, Emergency Response Mgr.

Sales & Marketing: David Weber, Sales Manager

Project Management: Juli Whaley, Project Manager

Technical Services: Donald Long, Special Services

Waste Handling & Disposal: April Pace, Waste Coordinator

**Metro Detroit Area Operations – Dearborn, MI**

6011 Wyoming Avenue

Dearborn, Michigan 48126

(313) 581-1107 [Tel]

(313) 581-1108 [Fax]

Email: [yeci@sbcglobal.net](mailto:yeci@sbcglobal.net)

Web: [www.youngsenvironmental.com](http://www.youngsenvironmental.com)

**Contacts (Metro Detroit Operations – Dearborn, MI):**

Contracts: Kris Thiel, Vice President

Health & Safety: E. Gary Brannock, V.P. Health & Safety

Emergency Response: Brian Burgess, Emergency Response Mgr.

Sales & Marketing: Gary Zafiroff, Sales Manager

Technical Services: Donald Long, Special Services

Waste Handling & Disposal: April Pace, Waste Coordinator



## Young's Environmental Cleanup, Inc.

*Corporate History Experience Summary*

*(Page 3 of 3)*

At a minimum, Young's field personnel receive 40-Hour HAZWOPER training with annual updates in accordance with OSHA regulations. In total, Young's has approximately 60 employees HAZWOPER trained and experienced in waste handling, transportation and disposal. Numerous employees are trained to levels well beyond industry standards including but not limited to: Confined Space Entry and Standby Rescue, Hazardous Materials Specialist, Highway Cargo Tank Technician, Rail Tank Car Technician/Specialist, etc.

As required by job description, all employees are included in Young's medical monitoring surveillance program as well conform to Young's DOT alcohol and drug screening program. Safety performance is evaluated and monitored through bi-monthly training, internal random site audits, on-site training, safety award incentives, and several industry specific training programs. Besides providing in-house training to Young's employees, a few members of Young's professional staff serve as adjunct instructors at the Michigan State Police Hazardous Materials Training Center for specialized training programs.

Two factors that are evidence of Young's safety program success are our Experience Modification Rate (EMR) and OSHA recordable incident rate. Over the last six years, Young's has averaged 5.5 recordable incidents (2.3 incidents per year resulting in days away from work) per year out of an annual average of +/- 170,000 total working hours. Young's currently maintains an EMR of 0.96 as of our insurance renewal on December 1, 2006 and has never had an on-the-job site fatality.

Young's maintains insurance (see attached sample certificate) coverage as required to perform environmental remediation services (\$3M / \$6M for pollution liability) and waste transportation activities (\$5M for MCS-90 transportation coverage as required by law) involving hazardous materials. Young's is fully bonded (capable of obtaining Performance, Payment and Maintenance Bonds) to levels beyond industry standards (\$5M single project / \$12M aggregate contracts).

A key component to Young's ability to provide the best client service possible is low employee turnover. Young's Corporate Officers have all been with the company since starting operations in 1989. When analyzing years of service of Young's management staff (excluding officers), the average seniority is over 12 years (ranging from a low of 5 years to a high of 18 years of service). Overall, the average number of years that all employees have worked at Young's is approximately 8 years.

It takes a lot of time, effort, and dedication to effectively provide Emergency Response Services on a 24/7 basis. Young's employees are highly-trained, experienced and committed to this challenging task. Young's Management is committed to providing our employees the highest quality equipment, tools and materials required to successfully support a continuing commitment to the industries that we serve.



# Young's Environmental Cleanup, Inc.

Corporate History Experience Summary

(Page 2 of 3)

Young's effectively accomplishes so many diverse tasks by capitalizing on the experience of our employees, many of whom have been with the company for well over 10 years. Young's personnel is backed with an extensive list of over 800 company owned and operated pieces of equipment. In total Young's owns, operates and maintains a fleet of environmental, industrial and construction equipment valued and approximately \$13 million (new value). Having all the necessary equipment and personnel in-house gives Young's a competitive cost advantage while providing the ability to finish the project on or before the completion date.

*From 1998-2006 Young's has effectively managed a turnkey environmental safety program for a national freight transportation company. Annually, the project lasts seven months and spans eleven States throughout the Midwest and Northeast. The work is performed entirely with Young's equipment and personnel.*

Young's services our clients from offices located in Flint, Comstock Park (Grand Rapids), and Dearborn (Detroit). Young's is recognized and qualified by many agencies including the: United States Environmental Protection Agency (EPA), U.S. Drug Enforcement Administration (DEA), Michigan Department of Transportation (MDOT), Michigan Department of Environmental Quality (MDEQ), Federal Railroad Administration (FRA), Federal Airline Administration (FAA), Michigan Urban Search and Rescue (MUSAR), and United States Coast Guard (OSRO #0112).

*Over the past 15 years alone, Young's has completed approximately 2,800 Emergency Responses out of a total of over 10,000 projects involving environmental and excavation services in 23 states!*

## Experience Summary

Technical Phase of Work	# of Sites
Waste Handling/Transportation/Removal	7,000
Emergency Spill Response	2,800
Industrial Cleanups	1,500
UST/AST Removals	1,300
Environmental Remediation	1,000
Labpacking, Clandestine, Shock-Sensitive	800
Railroad Services	750
Drilling & Geoprobe Projects	400
Underground Utility Loc. Development	400
Demolition Services	250
HAZMAT/Asbestos Problems	200
CCTV Sewer Inspection	150
Emergency Response & Abatement	100

Young's Emergency Response program is highlighted by a team orientated, organized on-call system. In total Young's rotates call responsibilities via a 5-Team weekly rotation. Each team consists of (10) members including (3) Emergency Response Managers, (2) equipment operators, (2) truck drivers and (3) technicians. After hours, Young's response team is activated immediately via a 24-hour answering service that operates in accordance with Young's on-call communication system. In total, approximately 67% of Young's employees (50 out of 75) perform duties with this program. During daily operations, Emergency Response Managers serve in Young's management, operations, safety, sales, fleet maintenance, estimating, etc., making the most qualified personnel available as soon as the call is received. In most instances responses are activated immediately, with the only recordable response time equaling the time it takes to mobilize over the road to the scene.

# Young's Environmental Cleanup, Inc.

## Corporate History Experience Summary

EPA Transporter ID#: MID106869506  
Federal Tax ID#: 38-2838773; Duns #36-258-3759

Young's Environmental has earned the reputation of Michigan's premier emergency response contractor. Since 1989, Young's has been providing award winning emergency response and environmental remediation services for a diverse client base including governmental, municipal, private, industrial and commercial sectors. On average over the last five years, Young's has safely and effectively responded to approximately 300 spills annually involving hazardous and non-hazardous material releases. Responses are conducted on a 24/7 basis all 365 days of the year. In total, Young's completes approximately 1,000 projects per year for a diverse client base including private, governmental, municipal, industrial and commercial sectors. Employing more than 75 dedicated employees Young's has completed projects in 23 states and Ontario, Canada. Highly trained, qualified and dedicated employees have extensive experienced completing the following list of services:

- **24-Hour Emergency Spill Response**

- **Hazardous and Non-Hazardous Waste Handling and Transportation**

- Vacuum Tanker and Specialized Turbo Vacuum Services
- Roll-off Box Rental and Transportation (20, 30 and 70 CY)
- Portable Storage Tank Rental and Transportation (10K & 20K gallon)
- Vacuum Box Rental and Transportation (4K)

- **Industrial Cleaning and Plant Decommission**

- CCTV Video Pipeline Inspection and Survey Reporting
- Chemical Grouting Pipeline Repair
- 10,000 PSI Water Blasting
- Sewer Cleaning and Jetting
- Confined Space Standby Rescue
- Confined Space Training Programs

- **Environmental Site Remediation**

- Recovery System Installation, On Site Treatment, etc.
- UST/AST Cleaning and Removal
- Landfill Capping and Maintenance Services
- PCB Removal and Disposal
- Mercury Assessment, Removal, and Cleanup Verification
- HSA Monitoring Well Installation and Abandonment
- Geoprobe® Sampling and 1" Well Installation

- **Specialized Professional Services**

- Lab Packing Services
- Clandestine Laboratory Remediation
- Tank Car Transfers/Tank Car Repairs
- Drum Classification (unknown contents) and Waste Sampling
- Shock Sensitive and Reactive Material Handling
- Cylinder Handling and Disposal
- Hazardous Materials Training Programs

- **Excavation, Utility, Construction and Railroad Services**

- Site Development for New Construction
- Sanitary Sewer, Storm Sewer and Watermain Installation
- Demolition Services (Private, Industrial, Commercial)
- Hi-rail Vacuum Services - Yards, Switches, Track Pans, and Mainline



<b>SCHEDULE A – COMPLETED WORK</b>					
<b>Type of Work</b>	<b>Owner's Name Address &amp; Telephone No</b>	<b>Architect or Engineer Name/Address/Telephone No.</b>	<b>Construction Cost</b>	<b>Date Completed</b>	<b>Prime or Sub Contractor</b>
CCTV Survey	Genesee County Drain Commissioner G-4608 Beecher Road, Flint, MI 48532 Jeff Wright @ (810) 732-1590	Genesee County Division of WWS G-4610 Beecher Road, Flint, MI 48532 Tim Davidek @ (810) 732-7870	\$166,223	2002 - 2003	Prime Contractor
Sewer Jetting & CCTV Survey	Davison Township, Supervisor 1280 N. Irish Road, Davison, MI 48423 Kurt Soper @ (810) 653-4156	Davison Township DPW 1280 N. Irish Road, Davison, MI 48423 Randy Stewart @ (810) 653-4156	\$495,415	2004-2006	Sub-Contractor
Manhole Rehab	Waterford Township DPW 5240 Civic Center Drive, Waterford, MI Terry Biederman @ (248) 618-7451	Johnson & Anderson Engineers 4494 Elizabeth Lake Road, Waterford, MI Terry Broemer @ (248) 681-7800	\$408,771	November 07'	Prime Contractor
T-Liner® Install Lead Rehab	City of Burton, Mayor 4093 Manor Drive, Burton, MI 48519 Charles Smiley @ (810) 742-9230	Department of Public Works 4093 Manor Drive, Burton, MI 48509 Mike Holzer @ (810) 742-9230	\$11,165	September 2007	Prime Contractor
Sewer Grouting	Genesee County Drain Commissioner G-4610 Beecher Road, Flint, MI 48532 Jeff Wright @ (810) 732-1590	Genesee County Division of WWS G-4610 Beecher Road, Flint, MI 48532 Gordon Bolf @ (810) 732-7870	\$52,731	March-December 07	Prime Contractor
Manhole Rehab	Genesee County Drain Commissioner G-4610 Beecher Road, Flint, MI 48532 Jeff Wright @ (810) 732-1590	Genesee County Division of WWS G-4610 Beecher Road, Flint, MI 48532 Tim Davidek @ (810) 732-7870	\$373,108	2002 - 2004	Prime Contractor
Sewer Repair	City of Burton, Mayor 4093 Manor Drive, Burton, MI 48519 Charles Smiley @ (810) 742-9230	Department of Public Works 4093 Manor Drive, Burton, MI 48509 Mike Holzer @ (810) 742-9230	Average of +/- \$100K Per Year	Annual Contract for 19 Years	Prime Contractor
Vac-A-Tee® Cleanout Install	City of Mount Pleasant – City Engineer 401 N. Main St., Mt. Pleasant, MI 48804 Gary Schwerin @ (989) 779-5408	Musson Brothers, Inc. (Prime) 909 Boyce Drive, Hwy 17 South PO 638 Rhineland, WI 54501 @ (715) 365-8700	\$18,167	June 2007	Sub-Contractor
Confined Space Entry/Rescue	Midland Cogeneration Venture 100 Progress Place, Midland, MI 48640 John Abbott @ (989) 633-7812	MCV – Engineering Maintenance 100 Progress Place, Midland, MI 48640 Bill Beasley @ (989) 633-7940	2005 - \$389,568 2006 - \$474,651 2007 - \$358,359	Annual 2005-2008 On-Going	Prime Contractor
Sectional @ Sewer Rehab	Genesee County Drain Commissioner G-4610 Beecher Road, Flint, MI 48532 Jeff Wright @ (810) 732-1590	Genesee County Division of WWS G-4610 Beecher Road, Flint, MI 48532 Gordon Bolf @ (810) 732-7870	\$7,200	November 2007	Prime Contractor
T-Liner® Install Lead Rehab	Oakland Co. Drain Commissioner One Public Works Drive, Waterford, MI Sid Lockhart @ (248) 858-1082	Johnson & Anderson Engineers 4494 Elizabeth Lake Road, Waterford, MI Terry Broemer @ (248) 681-7800	\$564,264	On-Going 2008 (20% Complete))	Prime Contractor



State of Michigan  
 Bureau of State Lottery  
 101 E. Hillsdale • P.O. BOX 30023 • Lansing, Michigan 48909  
 www.michigan.gov/cg • (517) 335-5780 • FAX (517) 267-2285



JENNIFER M. GRANHOLM  
 GOVERNOR

M. SCOTT BOWEN  
 COMMISSIONER

February 22, 2008

Organization ID: 131955

Richard Henry  
 Swartz Creek Area Veterans Memorial Comm  
 6353 W Bristol Rd  
 Swartz Creek, MI 48473



Dear Richard Henry:

We have received documentation to qualify your organization as a Local Civic organization to conduct licensed gaming events as allowed by Act 382 of the Public Acts of 1972, as amended.

We are pleased to inform you that your Large Raffle license, R95472 is enclosed. **However, additional qualification information must be submitted to this office before any additional licenses will be issued.**

No further licenses will be issued until you complete the qualification process, please submit the following information:

1. A copy of the organization's current bylaws or constitution signed and dated by your principal officer. Without bylaws, we are unable to determine how you are organized (ie. membership, officers titles, duties, terms, voting matters, meetings, amendments, etc.)
2. The resolution must be passed in the correct organization name, Swartz Creek Area Veterans Memorial Committee. In addition, the resolution submitted referenced raffles only. A new resolution must be passed recognizing the correct organization as a non profit in the community for the purpose of obtaining charitable gaming licenses.

Please enclose a copy of this letter with the requested information and mail or fax to 517/267-2285. Be sure to include your organization ID number 131955 on all correspondence submitted to our office.

We look forward to working with you in the future. If you have any questions or need further assistance, please contact us at 517/335-5780.

Sincerely,

Charitable Gaming Division



Charitable Gaming Division  
 Box 30023, Lansing, MI 48909  
 OVERNIGHT DELIVERY:  
 101 E. Hillsdale, Lansing MI 48933  
 (517) 335-5780  
 www.michigan.gov/cg

**LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES**  
 (Required by MCL 432.103(9))

At a \_\_\_\_\_ meeting of the \_\_\_\_\_  
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by \_\_\_\_\_ on \_\_\_\_\_  
DATE

at \_\_\_\_\_ a.m./p.m. the following resolution was offered:  
TIME

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the request from \_\_\_\_\_ of \_\_\_\_\_  
NAME OF ORGANIZATION CITY

county of \_\_\_\_\_, asking that they be recognized as a  
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for \_\_\_\_\_  
APPROVAL/DISAPPROVAL

**APPROVAL**

**DISAPPROVAL**

Yeas: \_\_\_\_\_

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Absent: \_\_\_\_\_

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the \_\_\_\_\_ at a \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on \_\_\_\_\_  
DATE

SIGNED: \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.  
 PENALTY: Possible denial of application.

**CITY OF SWARTZ CREEK**  
**BOARDS AND COMMISSIONS (Rev 12-05-2006)**

BOARD/COMMISSION		ADDRESS	HOME	OFFICE	START	APPOINT	END	MISC
<b>CITY COUNCIL</b>								
C. David Hurt	1st	9214 Chesterfield	635-7706		03/08/99	11/07/06	11/02/10	4 Yr.
Richard B. Abrams	At-Large	5352 Greenleaf	635-9224		11/06/84	11/02/04	11/04/08	4 Yr.
Rae Lynn Hicks	2nd	8373 Miller	635-3569	C=444-8229	11/07/06	11/07/06	11/02/10	4 Yr.
Donald Adams	At-Large	7192 Parkridge Pkwy	397-7551	342-2540	11/07/00	11/02/04	11/04/08	4 Yr.
Curtis Porath	3rd	4485 Frederick St.	635-4398	w=989-792-2455	11/05/02	11/07/06	11/02/10	4 Yr.
Jason Christie	At-Large	6315 Saint Charles Pass	496-3721	C=397-5168	11/07/00	11/02/04	11/04/08	4 Yr.
Michael Shumaker	4th	4084 Jennie Lane	635-3107	C=429-3068	11/05/02	11/07/06	11/02/10	4 Yr.
<b>AUTO THEFT COUNCIL (GAIN)</b>								
David Hurt	Delegate	9214 Chesterfield	635-7706		11/25/02	11/27/06	11/04/08	2 Yr.
Michael Shumaker	Alternate	4084 Jennie Lane	635-3107	C=429-3068	11/27/06	11/27/06	11/04/08	2 Yr.
<b>BOARD OF REVIEW</b>								
John Gilmore		7515 Elizabeth	635-9057			07/01/06	06/30/09	3 Yr.
Joseph J. Edgerton		9127 Chesterfield	635-9832	635-9513		11/25/02	06/30/08	3 Yr.
Thomas MacGillivray		5052 Fairchild	635-4057	C=869-1443		06/30/07	06/30/10	3 Yr.
<b>FIRE BOARD</b>								
Richard L. Derby	Clayton	9230 Corunna	635-4056		??	??		
Michael Messer	Clayton	2060 S. Morrish	635-3476		??	??		
Rod Shumaker	Clayton	7077 Lou Mac	635-2543		??	??		
<b>(City Swing)</b>								1 Yr.
Rick Clolinger	City Citizen Rep	8100-A Civic	635-4401		12/04/06	12/04/06	11/04/08	2 Yr.
Jason Christie	Council Rep	6315 Saint Charles Pass	496-3721		11/25/02	11/04/08	11/04/08	2 Yr.
A. Boots Abrams	City Citizen Rep	5352 Greenleaf	635-9224			11/27/06	11/04/08	2 Yr.
<b>GENESEE COUNTY METRO ALL</b>								
Michael Shumaker	Delegate	4084 Jennie Lane	635-3107	C=429-3068	11/25/02	11/27/06	11/04/08	2 Yr.
Ronald Schultz	Citizens	4279 Springbrook Dr	635-8575	732-1574	07/01/04	11/27/06	11/04/08	2 Yr.
<b>GEN COUNTY NARC CONTROL</b>								
Donald Adams	Delegate	7192 Parkridge Pkwy	397-7551		11/25/02	11/27/06	11/04/08	2 Yr.
Jason Christie	Alternate	6315 Saint Charles Pass	496-3721		11/25/02	11/27/06	11/04/08	2 Yr.
<b>GEN COUNTY SMALL CITIES</b>								
Jason Christie	Delegate	6315 Saint Charles Pass	496-3721		11/25/02	11/27/06	11/04/08	2 Yr.
Richard Abrams	Alternate	5352 Greenleaf	635-9224		11/25/02	11/27/06	11/04/08	2 Yr.
<b>LOCAL OFF COMP COMM</b>								
Monte R. Morgan		5388 Greenleaf	635-4395			09/30/07	09/30/10	3 Yr.
Theodore Anderson		5373 Greenleaf	635-9305			11/27/06	09/30/09	3 Yr.
Patricia Maksymiu		7188 Miller	635-3814			11/27/06	09/30/10	4 Yr.
Ronald Schultz		4279 Springbrook	635-8575	732-1574		11/25/02	09/30/08	3 Yr.
David Alexander		5346 Greenleaf Dr.	635-2321			09/30/07	09/30/11	4 Yr.

**CITY OF SWARTZ CREEK**  
**BOARDS AND COMMISSIONS** (Rev 12-05-2006)

BOARD/COMMISSION	ADDRESS	HOME	OFFICE	START	APPOINT	END	MISC
<b>PARK AND REC ADV BOARD</b>							
Korene Kelly	7281 Bristol Rd.	635-4389			01/01/06	12/31/09	3 Yr.
Rodney Gardner	5024 Brady	635-9101		11/22/99	01/01/06	12/31/09	3 Yr.
Michael Shumaker	4084 Jennie	635-3107	C=429-3068	11/22/99	01/01/06	12/31/09	3 Yr.
Rick Henry	6353 Bristol	635-7509			01/01/06	12/31/09	3 Yr.
Bradley Stiff (Chair)	9040 Chesterfield Dr.	252-3174		10/24/06	10/04/06	12/31/09	3 Yr.
Kenneth Keyes	5296 Greenleaf Dr.	635-0947	606-3447	11/02/04	01/01/06	12/31/09	3 Yr.
Rae Lynn Hicks (Vice)	8373 Miller	635-3569		04/10/01	01/01/06	12/31/09	3 Yr.
Ray Thornton	5367 Greenleaf Dr.	635-9205		11/09/03	01/01/06	12/31/09	3 Yr.
James Florence (Sec)	4296 Springbrook	635-2772	C=444-2002	11/25/02	01/01/06	12/31/09	3 Yr.
<b>PLANNING COMMISSION</b>							
Robert Florine	5914 Cross Creek	635-8764		07/01/03	07/01/03	06/30/09	3 Yr.
Tom Kohloff	5338 Durwood Drive	635-0638	517-335-6270	11/01/03	07/01/03	06/30/09	3 Yr.
Kathy Ridley	3414 Elms	635-3168		09/17/02	07/01/04	06/30/10	3 Yr.
Carl Conner	4061 Elms	635-9024	238-5200, Pgr:88	10/25/99	07/01/02	06/30/08	3 Yr.
Douglas Stephens (Chairperson)	5250 Birchcrest	635-2134	635-4090	06/26/89	07/01/02	06/30/08	3 Yr.
Bud Grimes	5171 Oakview Drive	635-7284		07/01/04	07/01/04	06/30/10	3 Yr.
C. David Hurt	9214 Chesterfield	635-7706		11/30/03	11/27/06	11/04/08	2 Yr.
Paul Bueche	8083 Civic Dr	635-4464		11/09/98	11/27/06	11/04/08	2 Yr.
Richard Abrams	5352 Greenleaf Dr	635-9224		11/12/02	11/27/06	11/04/08	2 Yr.
<b>W.W.S. ADV COMM</b>							
Tom Svrcek, Delegate	8083 Civic	635-4464			11/27/06	11/04/08	2 Yr.
Paul Bueche, Alternate	8083 Civic	635-4464			11/27/06	11/04/08	2 Yr.
<b>ZONING BOARD OF APPEALS</b>							
Douglas Stephens	5250 Birchcrest	635-2134	635-4090	10/25/99		06/30/08	3 Yr.
Ronald Smith, Secretary	9194 Chesterfield	635-9619		07/10/95		06/30/08	3 Yr.
Curt Porath Council Rep	4485 Frederick St.	635-3079		11/11/02	11/27/06	11/04/08	2 Yr.
Ronald Schultz, Chairperson	4279 Springbrook	635-8575	732-1574	11/08/04	11/06/07	11/03/10	3 Yr.
James Packer, Vice Chairperson	7216 Miller Rd.	635-3724			11/06/07	11/03/10	3 Yr.
Kenneth Keyes (Alternate)	5296 Greenleaf Dr.	635-0947	606-3447	11/08/04	11/08/04	06/30/08	3 Yr.
Jim Florence (Alternate)	4296 Springbrook Dr.	635-2772			11/08/04	06/30/08	3 Yr.
<b>CONSTR. BOARD OF APPEALS</b>							
Douglas Stephens	5250 Birchcrest Dr.	635-2134	635-4090	06/09/03	11/27/06	11/04/08	2 Yr.
Michael Shumaker	4084 Jennie	635-3107	C=429-3068	06/09/03	11/27/06	11/04/08	2 Yr.
Ronald Schultz	4279 Springbrook	635-8575	732-1574	06/09/03	11/27/06	11/04/08	2 Yr.
<b>911 CONSORTIUM</b>							
Paul Bueche	8083 Civic	635-4464			11/27/06	11/04/08	2 Yr.
<b>STREET ADMINISTRATOR</b>							
Tom Svrcek Delegate	8083 Civic Dr.	635-4464			11/27/06	11/04/08	2 Yr.
Adam Zettel Alternate	5152-12 Morrish Rd	287-2147	635-4464	11/27/06	11/27/06	11/04/08	2 Yr.

**CITY OF SWARTZ CREEK**  
**BOARDS AND COMMISSIONS** (Rev 12-05-2006)

BOARD/COMMISSION	ADDRESS	HOME	OFFICE	START	APPOINT	END	MISC
<b>DDA</b>							
Richard Abrams (Mayor)	5352 Greenleaf Dr.	635-9224		09/27/04	11/27/06	11/04/08	2 Yr.
Richard Mattson	9251 W. Hill Rd.	635-4490	449-3030	10/22/07	10/22/07	03/31/08	4 Yr. / 4Yr
Paul Bueche	8083 Civic Dr.		635-4464	09/27/04	12/01/05	11/30/09	1 Yr. / 4Yr
Rodney Gardner	5024 Brady St.	635-9109	C= 625-7626	09/27/04	10/24/06	03/31/10	4Yr
Cliff Hull	6200 Reid Rd. Sw. Cr.	655-3714	635-4090	09/27/04	04/01/06	03/31/10	4Yr
Steve Mardlin	5340 Chin Maya Dr. Sw.	635-3869	635-9010	09/27/04	04/23/07	03/31/11	4Yr
Mark Nemer	8122 W. Hill Sw. Cr.	635-2041	635-2227	09/27/04	09/27/04	03/31/08	4 Yr. / 4Yr
Ernie Eckerdt	5019 Brady, PO Box 4	635-8790		01/28/08	01/28/08	11/30/09	4 Yr.
Sandy Raffaelli	8098 Miller Rod	635-4262	635-4655	09/27/04	04/23/07	03/31/11	4Yr
<b>DDA CITIZEN ADVISORY BOARD</b>							
Ernest Eckerdt	PO Box 4	635-8790		08/22/05	11/27/06	11/04/08	2 Yr.
Juliet Stephens-Kijek	8103 Miller Rd	630-0847		08/22/05	11/27/06	11/04/08	2 Yr.
Betty Binder	8079 W. Bristol Rd.	635-4930		08/22/05	11/27/06	11/04/08	2 Yr.
Fred Pajtas	7580 Church St.			08/22/05	11/27/06	11/04/08	2 Yr.
Jennie Moench	5030 First St.	630-0577		08/22/05	11/27/06	11/04/08	2 Yr.
Shelly Wilson	8126 Ingalls St.	625-2555		08/22/05	11/27/06	11/04/08	2 Yr.
Jeff Litwin	7506 Grove	635-9440	C= 240-0996	08/22/05	11/27/06	11/04/08	2 Yr.
Peggy Burnham	8104 Miller Rd.	630-8156		08/22/05	11/27/06	11/04/08	2 Yr.
Becky Tabit	5027 Brady	635-0441		08/22/05	11/27/06	11/04/08	2 Yr.
<b>Sr. Center</b>							
Julie Swartz, Director	3005 Cheyenne Ave, FI	635-4122	810-814-3128				
Melinda Soper, Assit Director	5442 Mancelona, Gr Bl		394-2360				
Jim Florence, President	4296 Springbrook	635-2772				06/01/09	
Roger Bloss, Vice President	8370 Reid Rd.	635-3788	397-6635			06/01/08	
Dennis Johnson, Treasurer	4284 Springbrook	635-9330				06/01/09	
Sally Creech, Sevretary	3496 Seymour Rd	635-7703				06/01/08	
Richard Abrams	5352 Greenleaf Dr	635-9224				06/01/08	
Phillip Bracey	4449 Lindewood Dr	733-3353				06/01/09	
Ann Knight	4935-321 Ida Ct.	635-7342				06/01/08	
Pat McLeod	9319 Elaine Dr.	635-4954				06/01/08	
Dorothy White	7284 Grandwood Dr	655-8416				06/01/08	
<b>Disaster Policy Committee</b>							
Paul Bueche	8083 Civic Dr.	635-4795		04/10/06	11/27/06	11/04/08	2 Yr.
Boots Abrams	5352 Greenleaf	635-9224		04/10/06	11/27/06	11/04/08	2 Yr.
Rae Lynn Hicks	8373 Miller	635-3569	W= 342-2199	04/10/06	11/27/06	11/04/08	2 Yr.
David Plumb	29 Brookfield	635-3742	C= 625-6921	04/10/06	11/27/06	11/04/08	2 Yr.
Rick Clolinger	8100-A Civic Dr.	635-4401		04/10/06	11/27/06	11/04/08	2 Yr.
Brent Cole	8100-B Civic Dr.	635-2300		04/10/06	11/27/06	11/04/08	2 Yr.
Donald Adams	7192 Parkridge Pkwy	397-7551	342-2540	11/27/06	11/27/06	11/04/08	2 Yr.
<b>Infrastructure Review Committee</b>							
Paul Bueche	8083 Civic Dr.	635-4795		01/23/06	11/27/06	11/04/08	

**CITY OF SWARTZ CREEK**  
**BOARDS AND COMMISSIONS** (Rev 12-05-2006)

<b>BOARD/COMMISSION</b>	<b>ADDRESS</b>	<b>HOME</b>	<b>OFFICE</b>	<b>START</b>	<b>APPOINT</b>	<b>END</b>	<b>MISC</b>
C. David Hurt	9214 Chesterfield	635-7706		01/23/06	11/27/06	11/04/08	
Richard B. Abrams	5352 Greenleaf	635-9224		01/23/06	11/27/06	11/04/08	
Jason Christie	6315 Saint Charles Pass	496-3721		01/23/06	11/27/06	11/04/08	
Carl Conner	4061 Elms	635-9024		01/23/06	11/27/06	11/04/08	

**Interested Parties**

Brad Hissong W-629-2261



michigan municipal league



# Capital Conference

April 1-2, 2008

Lansing Center, Lansing



## General Information

### Conference Registration

The Conference registration will be open from noon to 6:00 p.m. on Tuesday, April 1. The registration area will be located in the center hallway of the Lansing Center, between Halls B and C. Registration on Wednesday, April 2, will begin at 6:45 a.m.

### Parking—New for 2008

The city of Lansing has moved to an automated parking system. A parking validation ticket will be required to exit all parking structures at no charge. The League has purchased parking validation for your convenience and can be obtained at the League registration desk.

### Michigan Women in Municipal Government Eggs & Issues Breakfast

Date: Wednesday, April 2, 2008

Time: 7:30-8:30 am

Speaker: Rep. Mary Valentine

Location: Lansing Center

Cost: \$25

This event presents an opportunity for local government officials to share ideas and solutions and to hear updates on issues pertinent to municipalities.

Use the Delegate Registration Form to reserve your ticket. Tickets must be paid for in advance.

### Capital Reception and Open House

Date: Wednesday, April 2, 2008

Time: 5:00 p.m.

Location: League Capital Office

This year's legislative reception will be held in the League's new Capital Office, located directly across the street from the Capitol, right in the heart of downtown Lansing. The reception will be held throughout the office building showcasing a glass-enclosed atrium with a breathtaking view of the Capitol dome. Come join the fun with your colleagues and explore our new facility!

### MML Insurance Programs Support Capital Conference.

If your community is a member of the Fund and or Pool take advantage of an exceptional offer - for every registered delegate bring an additional attendee for free.

To take advantage of this offer, the complimentary attendee's and the registered delegates registration forms must be submitted together. (See payment section of registration form for details)

For more information about MML Pool and Fund membership please contact Jennifer Orr at: [jorr@mml.org](mailto:jorr@mml.org) or **800-653-2483**.

## Agenda At A Glance

### Tuesday, April 1, 2008

10:00 am–1:00 pm	MML Board of Trustees Meeting & Lunch at League's Capital Office
Noon–6:00 pm	Conference Registration
2:00–4:00 pm	Legislative Governance Committee Meeting
4:00–5:00 pm	Opening General Session
5:00–7:30 pm	Legislative Kick-Off Party

### Pre-Conference Workshops

9:00 am–Noon	Parliamentary Procedure Open Meetings Act Basic Planning & Zoning Grant Writing
9:00 am–5:00 pm	Michigan Association of Municipal Attorneys (MAMA) 22nd Annual Advanced Institute

### Wednesday, April 2, 2008

6:45 am	Conference Registration Open
7:30–9:00 am	Continental Breakfast in Exhibit Hall Michigan Women in Municipal Government Eggs & Issues Breakfast
7:45–8:45 am	Legislative Director's Breakfast
7:30 am–2:30 pm	Spring Expo Open
9:00–10:00 am	General Session
10:00–10:15 am	Break
10:15–11:30 am	Concurrent Sessions
11:30–12:00 pm	Networking Break in Exhibit Hall Michigan Black Caucus of Local Elected Officials Meeting
12:00pm–1:15 pm	Luncheon
1:30–2:45 pm	Concurrent Sessions
2:45–3:15 pm	Networking Break in Exhibit Hall
3:30–4:30 pm	State & Federal Affairs Update
4:30–7:00 pm	Reception & Open House at League's Capital Office

## Student Agenda

10:00 am	Welcome
10:15 am	Mock Council Session
11:30 am	Lunch
1:00 pm	Insider's Tour of the Capitol
2:00 pm	Adjourn

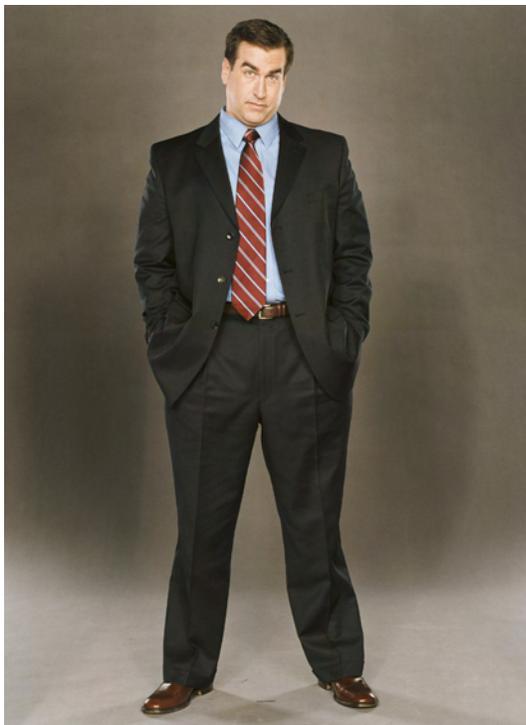
### Student Delegates

You are encouraged to bring students ages 15-19 from your community, , to the Capital Conference. Through the generosity of the Michigan Municipal League Foundation's George D. Goodman Scholarship Fund, the attendance fee for student delegates has been waived.

Not only do we have a program tailored to the students, they also have the option of attending sessions on the regular agenda, or a combination of both. In providing students their own agenda for the day, we hope to give them a better understanding of how local and state government work and work together.

The supervision of students and arrangements for travel and lodging (including associated costs) are the responsibility of the host municipality, school or organization. Students may not attend unsupervised.

Register students by completing the Student Registration Form. Please complete only one form per attendee, but feel free to make as many copies as necessary.



## Housing Reservation Process—New for 2008

Housing reservations will only be accepted at the headquarters hotel for registered Conference attendees. Fax the housing form with your personalized registration code to the hotel. A confirmation email containing your registration information, Conference username and password, a link to the housing form and your personalized code, will be sent within 48 hours of the League receiving your Conference registration form.

### Headquarters Hotel

The Radisson Hotel, Lansing

See the reservation form at [www.mml.org](http://www.mml.org)

111 North Grand Ave., Lansing, MI 48933

Phone: 517-482-0188 Fax: 517-487-6646

Flat Rate, \$124 (plus 5% city occupancy, 6% state sales tax and \$10 per night valet parking fee). After March 1, 2008 reservations accepted on space available basis only.

### Sheraton Hotel, Lansing

Contact the hotel directly for reservations

925 S. Creyts Rd., Lansing, MI 48917

Phone: 517-323-7100; Fax: 517-323-2180

Single, double, triple and quad \$97 (plus 4% room assessment and 6% state sales tax). After March 1, 2008 reservations accepted on space available basis only.

### Welcome Keynote Speaker: Comedy Central's Rob Riggle

It's election year again, and who better to make sense of it all than Comedy Central's Rob Riggle? Rob, a marine-turned-comedian, shoots only from the hip these days with commentary, original humor and pundit musings on government and politics. Be prepared to laugh (even at yourself).

Rob Riggle is currently a correspondent on The Daily Show with Jon Stewart. He was a cast member of Saturday Night Live, has appeared on NBC's The Office, FOX's Arrested Development, and in several feature films including Talladega Nights and Unaccompanied Minors.

Prior to pursuing a life in comedy, Rob was in the United States Marine Corps. During his time in the Marines, Rob served in five real world operations, was awarded over 20 medals and ribbons during his service to his country and was promoted to the rank of Major. He is still in the reserves today.

# 2008 MML Capital Conference

Lansing Center, Lansing – Tuesday, April 1, 2008

## Pre-Conference Education Program Registration Form

MUNICIPALITY or FIRM \_\_\_\_\_

LAST NAME \_\_\_\_\_

FIRST NAME \_\_\_\_\_

TITLE \_\_\_\_\_

BILLING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_

ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

EMAIL REQUIRED (Please print clearly. Confirmations sent via email)

Would you like to receive more training information from the MML by email?  Yes  No

FEES—EARLY REGISTRATION (if received by March 25)	MML Member	Nonmember	MML Fund or Pool Member
<input type="checkbox"/> Grant Writing (08D-01)	\$70	\$125	\$70
<input type="checkbox"/> Planning & Zoning (08D-02)	\$70	\$125	\$10
<input type="checkbox"/> Parliamentary Procedure (08D-03)	\$70	\$125	\$10
<input type="checkbox"/> Open Meetings Act (08D-04)	\$70	\$125	\$10
<input type="checkbox"/> MAMA 22nd Advanced Institute (08D-05)	\$115	\$160	\$115

FEE FROM TABLE ABOVE .....\$ \_\_\_\_\_

LATE FEE (if received after March 25) add \$35.....\$ \_\_\_\_\_

**TOTAL FEE.....\$ \_\_\_\_\_**

### PAYMENT INFORMATION

- Check Enclosed (Payable to Michigan Municipal League)
- Credit Card:  MasterCard  Visa  Discover  American Express

NUMBER \_\_\_\_\_

EXPIRATION DATE \_\_\_\_\_

NAME ON CREDIT CARD \_\_\_\_\_

SIGNATURE \_\_\_\_\_

### TO REGISTER

1. Fax form to 734-662-6939, then
2. If paying by check please mail this form along with a check payable to the Michigan Municipal League, PO Box 7409, Ann Arbor, MI 48107-7409.
3. Credit card payments may be faxed or mailed to Michigan Municipal League, PO Box 7409, Ann Arbor, MI 48107-7409.

# Pre-Conference Education Programs

## Grant Writing

Tuesday Morning, April 1, 2008

This program is designed for anyone who may have the opportunity to write a grant for a municipality. It will improve your confidence and give you the tools you need to write an award-winning grant. Attendees will discover how to utilize the internet to find grant resources and be able to illustrate how to write competitive grants. The day will conclude with a panel discussion of people responsible for funding state grants. This is the perfect opportunity to find out what grants are available and what funders are looking for in grant applications.

- Check-in 8:30 a.m.; Begin 9:00 a.m.; Adjourn Noon
- Lansing Center, 517-483-7400
- Speaker: Paul Eggerbrecht & A Panel of Experienced Speakers
- Credits: CEU .3, EOA 3

## Planning & Zoning

Tuesday Morning, April 1, 2008

This workshop focuses on the practical aspects of planning and zoning. Elected officials and planning and zoning commissioners will benefit from understanding all aspects of this essential ingredient of government. After attending this session, participants will have a basic foundation of planning and zoning principles and be able to make sound judgments on planning and zoning issues.

- Check-in 8:30 a.m.; Begin 9:00 a.m.; Adjourn Noon
- Lansing Center, 517-483-7400
- Speaker: Richard Carlisle, Partner, Carlisle & Wortman Planning
- Credits: CEU .3, EOA 3

## Parliamentary Procedure

Tuesday Morning, April 1, 2008

Do your meetings run smoothly? Is your council or board debating issues until late into the night? By using parliamentary procedure, you can gain control and have more productive meetings. This basic guide to fair and orderly meeting procedures will help keep discussions focused and allow you to accomplish the business on the agenda.

This session will focus on council meetings and all of the problems and interruptions that can complicate them, including dealing with difficult people. Quorums and types of motion will be explained and demonstrated. You will be able to identify basic principles and objectives of parliamentary procedure, be able to recognize fair and orderly meeting procedures, and learn how to handle motions, debates, and voting requirements.

This is an interactive presentation where individual concerns and questions will be addressed.

- Check-in 8:30 a.m.; Begin 9:00 a.m.; Adjourn Noon
- Lansing Center, 517-483-7400
- Speaker: Eleanor Siewert (Coco), Professional Parliamentarian
- Credits: CEU .3, EOA 3

## Open Meetings Act

Tuesday Morning, April 1, 2008

The Open Meetings Act was passed by the Michigan Legislature in 1976, and went into effect in March 1977. The purpose of this Act is to ensure that all Michigan citizens have the right to know the functions and happenings of local government. This three-hour seminar is designed to provide attendees with the knowledge and tools needed to inform the citizens in their municipality about the Act. OMA requirements will be reviewed through a series of visuals and examples. Ways to enforce the Act will be defined by discussing what happens when government decisions are made under circumstances allowed by the Act and in violation to the Act. Individuals attending this session will be able to state the purpose of the Act, identify guidelines of the Act and will know how to conduct a meeting within the legal framework of the Act.

- Check-in 8:30 a.m.; Begin 9:00 a.m.; Adjourn Noon
- Lansing Center, 517-483-7400
- Speaker: John Gillooly
- Credits: CEU .3, EOA 3

## Michigan Association of Municipal Attorneys 22nd Annual Advanced Institute

Tuesday, April 1, 2008

Stay current on the latest legal issues affecting Michigan local governments. Attendees will hear various presentations from several experts who will review recent court decisions and legislation, challenges being faced, strategies and examples. The program will conclude with a Cracker Barrel session at which the attorneys are asked to bring their quandaries and their successes. This is a perfect opportunity to “meet and greet” your colleagues while you network and exchange ideas and experiences. You will leave this session with a better understanding of current legal issues and the impact they will have on the municipalities you represent. You will be able to identify solutions to these questions.

- Check-in 8:30 a.m.; Begin 9:00 a.m.; Lunch; Adjourn 5:00 p.m.
- Lansing Center, 517-483-7400
- Speaker: A Panel of Experienced Speakers
- Credits: CEU .7, EOA 7

# 2008 MML Capital Conference

Lansing Center, Lansing – April 1-2, 2008

## Delegate Registration Form

### How to Register:

**FAX** registration form with credit card information to 734-662-6939.

**MAIL** registration form and payment to Michigan Municipal League, PO Box 7409, Ann Arbor, MI 48107-7409. (Before mailing your registration please fax a copy of the form to 734-662-6939.)

Municipality

Name

Title

Business/Municipal Address

City, State, Zip

Daytime Phone

Fax Number

Email Address for Registration Confirmation

First Name for Badge

I am a First-Time Attendee

I will be bringing a student from my municipality.  
(Please complete the Student Registration Form)

I will be bringing a guest.  
(Please complete the Guest Registration Form)

If you require special accommodations related to facility access, communication and/or diet, please describe your requirements.

\_\_\_\_\_

\_\_\_\_\_

### Registration Fee

Includes sessions, handouts, lunch and reception.

**\$150** if received by March 5, 2008 ..... \$ \_\_\_\_\_

**\$185** if received after March 5, 2008 ..... \$ \_\_\_\_\_

**\$255** Nonmember Fee ..... \$ \_\_\_\_\_

### Related Functions

**\$25** Michigan Women in Municipal Government

Breakfast ..... \$ \_\_\_\_\_

### Guest Registration Total

Guest Registration Total ..... \$ \_\_\_\_\_

**Total** \$ \_\_\_\_\_

### Payment Information

Complimentary Fund and/or Pool Attendee

Name of Paid Attendee \_\_\_\_\_

Complimentary Attendee Registration must be submitted with paid delegate's registration form.

Please check one:

Check    Visa    MasterCard    Discover    American Express

Check #

Card # Expiration Date

Cardholder Name

Authorized Signature

### Cancellation Policy

All cancellations must be submitted in writing and are subject to a \$60.00 cancellation fee. No refunds will be given for cancellation requests received after Tuesday, March 25, 2008. Email cancellation requests to [registration@mml.org](mailto:registration@mml.org) or fax them to 734-662-6939.



## Student Registration Form

1. Only one student registrant per form, please.  
You may duplicate this form as necessary.

Municipality: \_\_\_\_\_

Name of Student: (CA) \_\_\_\_\_

Nickname for Badge: \_\_\_\_\_

Name of Sponsor: (CB) \_\_\_\_\_

Sponsor's Daytime Phone: \_\_\_\_\_

2. Special Needs

- If you require special accommodations related to facility access, communication and/or diet, please describe your requirements. We are not able to accommodate such requests on site. (FC)

\_\_\_\_\_

\_\_\_\_\_

3. Cancellation Policy

Email cancellation requests to [registration@mml.org](mailto:registration@mml.org) or fax them to 734-662-6939. Cancellations must be received by March 25, 2008.

**Please fax or mail this form with the delegate Capital Conference registration form & payment.**

## Guest Registration Form

1. Only one guest registrant per form, please.  
You may duplicate this form as necessary.

Municipality: \_\_\_\_\_

Name of Guest: \_\_\_\_\_

Nickname for Badge: \_\_\_\_\_

Name of Delegate: \_\_\_\_\_

2. Guest Registration Fee

Includes lunch & reception

\$50 if received by March 5, 2008 \_\_\_\_\_ (BA)

\$60 if received after March 5, 2008 \_\_\_\_\_ (BB)

*Please write the Guest Registration amount on the line for "Guest Registration Total" on the delegate registration form.*

3. Special Needs

- If you require special accommodations related to facility access, communication and/or diet, please describe your requirements. We are not able to accommodate such requests on site. (FC)

\_\_\_\_\_

\_\_\_\_\_

4. Cancellation Policy

Email cancellation requests to [registration@mml.org](mailto:registration@mml.org) or fax them to 734-662-6939. Cancellations must be received by March 25, 2008.

**Please fax or mail this form with the delegate Capital Conference registration form & payment.**

*MML Liability & Property Pool in cooperation with Meadowbrook Insurance, Plunkett Cooney & Munder Capital are proud to present*

# The RAT PACK

**LIVE AT THE LANSING CENTER**

*Tuesday, April 1, 2008 - 5:00 pm  
At the Lansing Center*

# Capital Conference

Michigan Municipal League  
PO Box 1487  
Ann Arbor, MI 48106-1487

## FIRST CLASS MAIL

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US POSTAGE  
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PERMIT NO. 492  
ANN ARBOR, MI



## Capital Conference

April 1-2, 2008

Lansing Center, Lansing





# Swartz Creek Area Fire Department

Serving Clayton Twp. and Swartz Creek Since 1925  
8100 B Civic Dr., Swartz Creek MI 48473-1376 • phone: 810-635-2300 • fax: 810-635-7461

February 29, 2008

Charter Township of Clayton  
City of Swartz Creek

Dear Municipal Leaders,

During the February 26, 2008 Fireboard meeting, a RFP, that was solicited for writing a FEMA grant associated with SCBA (self contained breathing apparatus), was reviewed with interactive discussion from vendor Douglass Safeties representative David Door.

Resolution 022608-06 was passed directing me to forward the provided RFP to you for consideration to equally split the 5% matching funds if the \$125,473.56 grant is approved. If approved, each municipality would be requested to provide approximately \$3,136.84 to fund their half of the 5%. As you may know, FEMA stipulates grant participation funding can not be absorbed by the current fire department budget.

In addition, Douglas Safety representative David Dorr as agreed to assist me with the grant narrative. Mr. Dorr has had extensive experience with successful FEMA grant narratives.

Attached is the completed RFP that was received from Douglass Safety, for your review. If you have any questions, please do not hesitate to contact me.

Sincerely,



Brent Cole  
Fire Chief

## **NOTICE OF INTENT TO ACCEPT PROPOSALS FOR SELF CONTAINED BREATHING APPARATUS**

### **SCOPE OF WORK**

The Swartz Creek Area Fire Department (referred to as the "SCAFD") is requesting proposals, for budgetary and grant writing purposes, from qualified companies to provide self contained breathing apparatus (SCBA) consisting of the following major sub-assemblies: 1) cylinder (30 minute carbon fiber type) and valve assembly for storing breathing air under pressure; 2) full face piece; 3) primary first stage pressure reducer; 4) an integrated second stage regulator in the mask capable of submersion for disinfecting; 5) a harness and back frame assembly for supporting the equipment on the body of the wearer; 6) a shoulder strap mounted, remote gauge indicating cylinder pressure; 8) a shoulder mounted voice amplification system; 9) an enclosed buddy breather hose system for firefighter rescue, pouches are not acceptable; 10) dual PASS alarms; 11) electronics shall be powered by a single type power source; 12) any additional components that make the unit September-2007 NFPA compliant. Proposal shall include 1) 2 fully functional RIT bags with carbon fiber 1 hour cylinders; 2) a complete fit testing system for the facepiece; 3) any software/hardware upgrades to the Posi-Check 3 test bench; 4) 24 additional facepieces in various sizes; 5) 16 spare carbon fiber 30 minute cylinders; 6) current ISI cylinders will be used or retro fitted for use in proposed SCBA. If this is not possible, the total number of additional cylinders shall be increased to 26. The successful bidder must be a factory-authorized distributor to sell the equipment specified herein.

The self-contained breathing apparatus shall meet all applicable NFPA 1981 and 1982 standards for Open Circuit SCBA for Firefighters, September 2007 edition, as well as NIOSH and OSHA requirements.

The equipment being offered by the vendor shall be the most recent model available. Any optional components, which are required in accordance with the contract specifications, shall be considered standard equipment for purposes of this solicitation. Demonstrator models will not be accepted. Omission of any essential detail from these specifications does not relieve the vendor from furnishing a complete unit. The engineering, materials and workmanship associated with effort performed hereunder shall exhibit a high level of quality and appearance consistent with or exceeding industry standards.

Vendor shall supply the SCAFD with comprehensive repair and parts manuals which identify the component parts and which describe the appropriate process for repairing the equipment purchased by the SCAFD in conjunction with this solicitation. The manuals shall be supplied prior to, or upon, delivery of the equipment.

### **TRAINING**

The initial training on the operation of the equipment for each fire department for all fire personnel shall be a minimum of three (3) day classes and four (3) night classes on mutually agreed dates. Additional training shall also be provided to include, but not be limited to, maintenance and repair of the equipment for up to six (3) departmental personnel every two years following the purchase at no cost. All training shall be provided by a factory-trained instructor. Troubleshooting specific problems shall be covered. Training will be both hands on and class room. Training will be conducted at the SCAFD or a mutually agreed upon site. Day and evening classes will be required. All training will be provided at no cost to the SCAFD

### **WARRANTY**

The units shall be covered by a warranty providing protection against defects in materials or workmanship. Vendors are requested to provide a copy of their warranty with the proposal.

The SCAFD reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more companies.

### **GENERAL CONDITIONS**

All proposals will be evaluated and ranked. The SCAFD reserves the right to reject any and all proposals or to make an award based directly on the proposals. The SCAFD reserves the right to negotiate separately with any proposer when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counter-offer on the part of the SCAFD. If a firm is selected for the award, it will be chosen on the basis of the apparent greatest benefit to the SCAFD.

The SCAFD reserves the right to interview and request demonstrations and sample product from any number of qualifying providers as part of the evaluation process. The decision of which provider to contact (if any) will be based on the most qualified, cost effective and experienced provider(s) determined in the evaluation process. The SCAFD reserves the right to select, and subsequently recommend for award, the proposed products/services which best meets its required needs, quality levels and budget constraints. If required, appropriate training and 2 demonstrator units with 2 spare cylinders will be provided for evaluation for a period of not less than 60 days. These units will be used in training as well as actual fire suppression activities. A request for demonstrator units should not be viewed as intent to purchase.

The SCAFD is not required to accept the lowest proposal in all or in part. The proposal award will not be based solely upon cost, but will be evaluated based upon criteria formulated around the most important features of the services, of which products design, ease of use, operability, references, or warranty/maintenance, may be overriding factors. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the SCAFD.

All proposals shall be discussed publicly at the date and time specified. Each shall be recorded with the name of the proposer. If no date has been established at the time of your proposal, you will be notified of the date and time of the meeting. No proposal will be accepted from any person, firm or corporation who is in arrears upon any obligation to the SCAFD or who otherwise may be deemed irresponsible or unreliable by the SCAFD.

All proposers are held to prices proposed for 180 days or award, whichever comes first, except the successful proposer whose prices shall remain firm through contract expiration.

Any deviation from the scope of work must be noted in the proposal.

The Request for Proposal document together with its addenda, amendments, attachments and modifications, when executed, becomes the contract or part of the contract between the parties.

Any proposal submitted which requires a down payment or prepayment of any kind prior to work completion and full acceptance as being in conformance with specifications will not be considered for award.

All costs incurred in the preparation and presentation of this proposal, in any way whatsoever, shall be wholly absorbed by the prospective firm. All supporting documentation shall become the property of the SCAFD, unless requested otherwise at the time of submission. The confidentiality or disclosure of any information submitted is governed by the Michigan FOIA. The SCAFD cannot promise, warrant or guarantee confidentiality nor that the information presented will be exempt from disclosure under the FOIA. The SCAFD may honor requests for confidentiality only to the extent that FOIA permits.

The SCAFD reserves the right to waive any informality in the proposal received, and to accept any proposal or part thereof, which it shall deem to be most favorable to the interests of the SCAFD.

Any deviation from the SCAFD specifications must be noted in the proposal.

Hold Harmless

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the SCAFD, its elected and appointed officials, employees and volunteers and others working in behalf of the SCAFD against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the SCAFD, its elected and appointed officials, employees, volunteers or others working in behalf of the SCAFD by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

## **INSTRUCTIONS TO PROPOSERS**

- The following pages include a vendor questionnaire to be completed. Each item must be completed with a response. Proposers not responding to any of the specifications or questions may be classified as unresponsive.
- Supplemental information may be attached to your proposal.
- Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Proposals must be requested with sufficient time allowed for a reply to reach all prospective proposers before the submission of their proposals. Any information given to a prospective proposer concerning the RFP will be furnished to all prospective proposers as an amendment or an addendum to the RFP, if such information would be of significance to uninformed proposers. The SCAFD shall make the sole determination as to the significance to uninformed proposers. Questions regarding the proposal **must** be made in writing prior to **Friday, February 15, 2008 at 12:00 (noon)**, at which time a response will be prepared and forwarded to all vendors.
- **PLEASE MARK YOUR ENVELOPES OR E-MAILS. RFP: – SELF CONTAINED BREATHING APPARATUS.**
- **NO FAXED PROPOSALS WILL BE ACCEPTED.**
- **TIMELY SUBMITTAL:** Proposals are accepted until **Wednesday, February 20, 2008, at 3:00 P.M.** Late submittals will not be accepted.
- The SCAFD reserves the right to reject any and all Request for Proposals (RFP), to waive any irregularity or informality in any RFP received, and to accept any RFP or part thereof, which shall be deemed to be most favorable to the interests of the SCAFD.

## **VENDOR QUESTIONNAIRE**



**Please provide a list and contact information of any fire departments you service that have been awarded grant money to purchase your units, and the amounts.**

  Gaines Twp. Fire Dept. Chief Bill Miller 810-635-8000, \$103525.00  
Burton Fire Dept. Doug Halstead 810-742-2158, \$176000.00 Elk Twp. Fire Ernie  
Kilgus 810-378-5900, \$69000.00  
Yale/Brockway Fire Dept Dave Fredrick 810-387-2957, \$90000.00  
Blumfield Fire Dept. Jack Weihl 989-868-4973, \$99000.00

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**Please give a complete description of the self contained breathing apparatus complete unit (product). List and describe all components of a complete unit.**

  The Avon/ISI Viking Z-7 is an NFPA 2007 Edition Compliant SCBA designed exclusively for the fire service. The SCBA quoted includes a clamshell composite back frame housing electronics, pneumatic alarm and power supplies. The unit is equipped with a Pass Alarm featuring a unique two accelerometer design to eliminate false pre-alerts, an electronic user adjustable voice amplification system for unrivaled fire ground communications. The PBI-Kevlar harness features padded shoulder straps and lumbar padding for extreme comfort. The SCBA is equipped with a 4500 psi, 45 minute carbon cylinder. The face piece is equipped with nomex mesh head net with ergonomically designed tension straps allowing quick donning and unrivaled comfort to the fire fighter eliminating all buckles and hardware between the helmet and the head. The face piece features an integrated Demand Exhalation Valve (DEV) permanently attached to the face piece eliminating the possibility of accidental dis-engagement in a fire, providing total isolation for one user to the next. The patented DEV design is exclusive in its ability to be totally submerged in a cleaning solution without the need to remove any electronics prior to cleaning. This exclusive design allows the total Terburculocidal decontamination for the entire Demand Valves incoming and exhaled circuits. A Heads Up Display (HUD) features a patented placement within the face piece itself eliminating problems associated with HUD's mounted externally being rendered inoperable with contamination of the fire ground such as blown in insulation

**Are there multiple size masks available or 1 standard size?**

  Yes

**Please provide a complete description of the services that you will provide for the City.**

\_\_\_ Douglass Safety Systems is a key master Distributor for ISI/Avon, as well as a Factory trained and Authorized National Service Center. DSS has Mobile maintenance technicians available for in-house service. DSS is also a Factory authorized and trained Technician Training Center. Regularly Scheduled classes allow departments if desired to certify their own technicians for autonomous servicing of the SCBA's in-house if properly equipped and desired. DSS will at no additional charge certify two technicians to a Level II at our Sanford, Michigan Training Facility. A Level II certification will allow the total repair and flow testing in-house.

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**Describe the self contained breathing apparatus's physical attributes.**

\_\_\_ Please refer to answer #1

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**What self contained breathing apparatus manufacturers do you represent? State number of years you have been authorized to sell the manufacturers' product.**

\_\_\_ Avon/ISI 14 years  
Sperian/Survivair – 2 years

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**Explain why this manufacturer's product (self contained breathing apparatus) will best meet the City's needs.**

The AVON/ISI Breathing Apparatus has a long history of service to many departments around the country. The working relationship with DSS and Swartz Creek Fire Dept is proven. Over that time DSS and the Swartz Creek Fire Department have established a great working relationship and if successful in our proposal, this hard earned working relationship should continue for years to come.

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**Are you certified to repair the manufacturer's products as proposed? How long?**  
**\_Yes, for overs 24 years**

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**Will our members that have been trained by your firm be able to complete ALL necessary or required repairs or routine maintenance?**

**Yes**

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**If not, who provides repair work? Provide name and address. What is the approximate length of time to accomplish repairs on self contained breathing apparatus?**

**N/A**

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**What is the delivery time that a minimum of 26 units shall be delivered F.O.B. to the SCAFD.**

4-6 weeks

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**What are the qualifications of your staff to be assigned as instructors for training?**

Factory Trained and Factory Authorized

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**Describe the full scope of training that will be provided to City staff by your company.**

A Level II Certification for two technicians at no additional charge to be performed at our training center in Sanford, Michigan

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**Describe the warranty for the self contained breathing apparatus as proposed, both by the manufacturer and the authorized sales company. Please provide a copy of written warranty with proposal submittal.**

Viking Z-7 is a 15 year warranty and all electronics one year. Please see attached Warrant Statement.

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**List any routine maintenance that needs to be completed on the self contained breathing apparatus.**

Per NFPA and manufacturer recommendations, Annual Dynamic Flow Testing every threee years Tri-Annual inspections of first stage and alarms, etc. On year 6 the Tri-Annual will be performed again and the cylinder valves are serviced.

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**Provide information on continuous maintenance and/or service contracts.**

If desired DSS can provide complete annual testing and maintenance requirements. With the level of training to be provided it will be easy for in-house technicians to maintain.

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**Provide a list of required parts and the subsequent cost of required routine maintenance replacement parts and their interval.**

See attached maintenance schedule

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**Is your unit compatible with the BioSystems Posi-Ceck 3?**

Yes

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**If yes, please list the cost of any software/hardware upgrades that will be required to complete yearly testing of your SCBA.**

#089004 –Software for the Viking Z Seven \$695.00

#125069 – Extension Cable for Digital Viking \$66.00

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**If no, please list the required equipment and cost for complete yearly maintenance and flow testing of your SCBA and RIT bags.**

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**Provide a copy of contract, if required.**

Contract Provided:      Yes   X                        No           

**Ability to meet insurance requirements.**

Yes   X                        No           

**Provide the manufacturer's name, telephone number, model number, service manual number, parts list and brief description of all equipment and their basic operating features.**

Provided      Yes   X                        No           

**Provide manufacturer's literature including manufacturer's operation and maintenance manual. The maintenance instructions shall list routine maintenance procedures, possible breakdowns and repairs and troubleshooting guide.**

Provided      Yes   X                        No

**NOTICE OF INTENT TO ACCEPT  
PROPOSALS FOR SELF CONTAINED BREATHING APPARATUS**

**PROPOSAL FORM**

**Cost Proposal: Base Proposal**

Cost for Self Contained Breathing Apparatus must include all materials and equipment, for functional operation, shipping, training, and warranty – a total and complete product package. Do not break out freight separately. Quantities are estimates for the SCAFD.

**SELF CONTAINED BREATHING APPARATUS:**



2008 Pricing

<u>Product</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Extended Cost</u>
Self Contained Breathing Apparatus complete unit with NFPA-September 2007 compliance	26	\$ <u>4,001.82</u>	\$ <u>104,047.32</u>
RIT packs with cylinder and associated airlines	2	\$ <u>1,958.92</u>	\$ <u>3,917.84</u>
30 minute carbon fiber cylinder	16	\$ <u>553.12</u>	\$ <u>8,849.92</u>
Face piece assemblies	24	\$ <u>598.27</u>	\$ <u>14,358.48</u>

Trade-Ins

The SCAFD currently has ISI Magnum brand self contained breathing apparatus & cylinders purchased between 1988 and 1999.

Self Contained Breathing Apparatus     \$ 150.00 /trade-in per unit

Cylinder     \$ 50.00 /trade-in per unit

Face Piece \$ 25.00 /trade-in per unit

RIT bags with 1 hour cylinder \$ 200.00 /trade-in per unit

\*Proposals shall be U.S. currency only.

**List any exceptions/alternates to the specifications contained in this Request for Proposal.**

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The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide self contained breathing apparatus as described herein for the price set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services.

It is understood that all proposed prices shall remain in effect for at least one hundred eighty (180) days from the date of the proposal.

This proposal is genuine and not collusive or sham and that the proposer has not in any manner, directly or indirectly, agreed or colluded with any other firm or association to submit a sham proposal or to refrain from proposing or in any way fix this proposal or that of any other proposer or to secure any advantage against the SCAFD.

**Representative's Name:** Dave Dorr **Title:** Sales Rep

**Signature:** \_\_\_\_\_

**Address:** 2655 N M-30 Suite #6

**City/State/Zip Code:** Sanford, MI 48657

**Telephone Number:** 989-687-7600 **Fax Number:** 989-687-7601

**E-mail address: [dave@dougsafe.com](mailto:dave@dougsafe.com)**

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**Questions can be answered by calling 810 635-2300 or 810 397-3188  
Proposals can be mailed to:**

**Swartz Creek Area Fire Department  
SCBA Proposal  
8100-B Civic Dr.  
Swartz Creek MI, 48473**

**Or e-mail to:**

**[scafd4105@comcast.net](mailto:scafd4105@comcast.net)**



**Douglass Safety Systems LLC \*\***  
**2655 N. M-30**  
**Suite #6**  
**Sanford, MI 48657**  
**Fax: 989-687-7601**

# Quotation

**Quote Number:**  
17945

**Quote Date:**  
Feb 18, 2008

**Customer ID**  
8027

Quoted to:

**SWARTZ CREEK AREA FIRE DEPT.**  
**ATTN: ACCTS PAYABLE**  
**8100 B CIVIC DRIVE**  
**SWARTZ CREEK, MI 48473**

Shipping Terms	Quote Good Thru	Payment Terms	Sales Rep
DELIVERED	3/19/08	Net 30 Days	DD006-SR

Quantity	Item	Description	Unit Price	Extension
26.00		#Z7-1-03-02-00-02-B - ISI Viking Z Seven, 2216 psi, 30 Minute Carbon Cylinder, Med Dbl Curve Facemask w/ Nomex Net Head Harness, PASS/VAS and Buddy Breather.	4,001.82	104,047.32
24.00		#S-02-C - ISI Viking Z Seven Spare Facemask, Medium Double Curve w/ Nomex Net Head Harness and Storage Bag.	598.27	14,358.48
16.00	I124001	2216psi 30min Carbon Cylinder.	553.12	8,849.92
2.00		#H3-01-08-02-G-I-J - ISI Rescuer Combo, Kevlar Bag, 60 Min Carbon Cylinder, 6 ft Charging Hose, Viking Facemask Socket, Buddy Breather Rectus Socket and Plug.	1,958.92	3,917.84
-26.00		Trade In of Self Contained Breathing Apparatus (includes Cylinder and Facemask). Not to exceed 26 units.	150.00	-3,900.00
-24.00		Trade In of Facepieces. Not to exceed 24 units	25.00	-600.00
-16.00		Trade In of Cylinders. Not to	50.00	-800.00

**Turnout Gear Oversize Charges:**  
**COAT PANT**  
**10% 54-56 XXL 48-50XXL**  
**15% 58-60 XXXL 52-54 XXXL**  
**20% 62-66 XXXXL 56-58 XXXXL**  
**10% Inseams over 32"**

Page:  
1

Subtotal	Continued
Sales Tax	Continued
Freight/Handling	
<b>Total</b>	<b>320</b> Continued



**Douglass Safety Systems LLC \*\***  
**2655 N. M-30**  
**Suite #6**  
**Sanford, MI 48657**  
**Fax: 989-687-7601**

# Quotation

**Quote Number:**  
17945

**Quote Date:**  
Feb 18, 2008

**Customer ID**  
S027

Quoted to:

**SWARTZ CREEK AREA FIRE DEPT.**  
**ATTN: ACCTS PAYABLE**  
**8100 B CIVIC DRIVE**  
**SWARTZ CREEK, MI 48473**

Shipping Terms	Quote Good Thru	Payment Terms	Sales Rep
DELIVERED	3/19/08	Net 30 Days	DD006-SR

Quantity	Item	Description	Unit Price	Extension
-2.00		exceed 16 units Trade In of RIT Bags w/ Cylinders. Not to exceed 2 *** PLEASE NOTE: IF PURCHASING ISI SCBA'S YOU WILL NOT HAVE TO TRADE IN YOUR RIT BAGS. THEY MEET THE CURRENT STANDARD. ****	200.00	-400.00

**Turnout Gear Oversize Charges:**  
**COAT PANT**  
**10% 54-56 XXL 48-50XXL**  
**15% 58-60 XXXL 52-54 XXXL**  
**20% 62-66 XXXXL 56-58 XXXXL**  
**10% Inseams over 32"**

Page:  
2

Subtotal	\$ 125,473.56
Sales Tax	
Freight/Handling	
<b>Total</b>	<b>\$ 125,473.56</b>

321

Avon-ISI warrants this product to the original owner to be free from defects in material and workmanship for the **warranty period\*** (specified below) from the date of shipment from Avon-ISI's factory. To maintain this warranty, the purchaser must perform maintenance and inspections as prescribed in the owner's instruction manual, which shall include prompt replacement or repair of defective parts, and replacement of parts per the maintenance schedule. This warranty does not apply to expendable or consumable parts whose normal life expectancy is less than one (1) year.

Avon-ISI's obligation under this warranty is limited to replacement or repair, at Avon-ISI's option, of any defective part if returned to Avon-ISI in Lawrenceville, GA, or an Avon-ISI authorized service center. Shipping charges are to be prepaid by the buyer. Upon inspection, Avon-ISI will repair all products that prove to have been defective in materials and/or workmanship. Avon-ISI shall be released from all obligations under this warranty in the event repairs or modifications are made by persons other than its own or Avon-ISI authorized service personnel, or if the warranty claim results from misuse of the product.

This warranty does not apply to equipment malfunction or damage resulting from accident, alteration, misuse, or abuse of the equipment including, but not limited to, power surges, over exposure to heat, defective power supply, abnormal wear and tear or other perils outside the design tolerances of the system. In addition, this warranty does not apply to elastomers or rubber components since they can be adversely affected by undue exposure to heat, sun, weather, ozone, or other deteriorative elements. Also excluded from this warranty are items such as hoods, facemask lens, compressed air cylinders, or other parts that become defective through normal use. The decision as to what constitutes normal use shall be made solely by Avon-ISI. Batteries, battery chargers and cables are covered by a separate manufacturers warranty and are not covered by this Avon-ISI warranty.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, AND IS STRICTLY LIMITED TO THE TERMS HEREOF. AVON-ISI SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Avon-ISI neither assumes nor authorizes any other person or firm to assume on Avon-ISI's behalf any liability in any way connected with the sale of Avon-ISI products.

To validate this warranty, the Warranty & Registration Card supplied MUST be detached, completed and returned to Avon-ISI WITHIN 30 DAYS of purchase.

**\*Warranty period:**

Viking - 15 years (*exception: electronic components - one year*)

Vanguard - 15 years

Frontier - 3 years

Avon-ISI Thermal Imagers, ARAP, AS1, CEEBA, EEBA, APR, and Rescuer - one year

Blumfield Twp. Fire Dept, 7499 Holland Rd. Saginaw, MI 48601  
Jack Wehl 989-868-4973

Elk Twp. Fire Dept. 29 E. Lapeer St., Peck, MI 48466  
Ernie Kilgus 810-378-5900

Gaines Twp. Fire Dept 9255 Grand Blanc Rd, Gaines, MI 48436  
Bill Miller 810-635-8000

Burton Fire Dept. 4090 Manor Drive, Burton, MI 48519  
Doug Halstead 810-742-2158

Yale/Brockway Fire Dept 225 S. Brockway, Yale, MI 48097  
Dave Fredrick 810-387-2957

City of Saginaw Fire Dept. 801 Federal Ave. Saginaw, MI 48607  
Rick Longoria 989-759-1376

Davison Richfield Fire Dept. 403 S. Main St. Davison, MI 48423  
Skip Davis 810-653-5671

Dryden Fire Dept. 5532 Main Street Dryden, MI 48428  
Ray Evans 810-614-6828

Montrose Twp. Fire Dept. 11155 Nichols Road, Montrose, MI 48457  
Al Rush 810-639-6960

Ridgeway Twp. Fire Dept. 103 West Chicago, Britton, MI 49229  
Jim Frayer 517-451-8264

New Haven Fire Dept. 85725 haven Ridge Rd., New Haven, MI 48048  
Mike Jenks 586-749-5301

Avon-ISI warrants this product to the original owner to be free from defects in material and workmanship for the **warranty period\*** (specified below) from the date of shipment from Avon-ISI's factory. To maintain this warranty, the purchaser must perform maintenance and inspections as prescribed in the owner's instruction manual, which shall include prompt replacement or repair of defective parts, and replacement of parts per the maintenance schedule. This warranty does not apply to expendable or consumable parts whose normal life expectancy is less than one (1) year.

Avon-ISI's obligation under this warranty is limited to replacement or repair, at Avon-ISI's option, of any defective part if returned to Avon-ISI in Lawrenceville, GA, or an Avon-ISI authorized service center. Shipping charges are to be prepaid by the buyer. Upon inspection, Avon-ISI will repair all products that prove to have been defective in materials and/or workmanship. Avon-ISI shall be released from all obligations under this warranty in the event repairs or modifications are made by persons other than its own or Avon-ISI authorized service personnel, or if the warranty claim results from misuse of the product.

This warranty does not apply to equipment malfunction or damage resulting from accident, alteration, misuse, or abuse of the equipment including, but not limited to, power surges, over exposure to heat, defective power supply, abnormal wear and tear or other perils outside the design tolerances of the system. In addition, this warranty does not apply to elastomers or rubber components since they can be adversely affected by undue exposure to heat, sun, weather, ozone, or other deteriorative elements. Also excluded from this warranty are items such as hoods, facemask lens, compressed air cylinders, or other parts that become defective through normal use. The decision as to what constitutes normal use shall be made solely by Avon-ISI. Batteries, battery chargers and cables are covered by a separate manufacturers warranty and are not covered by this Avon-ISI warranty.

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To validate this warranty, the Warranty & Registration Card supplied MUST be detached, completed and returned to Avon-ISI WITHIN 30 DAYS of purchase.

**\*Warranty period:**

Viking - 15 years (*exception: electronic components - one year*)

Vanguard - 15 years

Frontier - 3 years

Avon-ISI Thermal Imagers, ARAP, AS1, CEEBA, EEBA, APR, and Rescuer - one year

## Section A 2.0 Maintenance Schedule

<u>PART NO.</u>	<u>ITEM</u>	<u>DESCRIPTION</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>	<u>YEAR 6</u>
<b>PRESSURE REDUCER ASSEMBLY - SECTION D</b>								
014041-99	22	U-clip, HP	Note 11	Note 11	Note 11	Note 11	Note 11	Note 11
014040-99	20	U-clip, LP	Note 11	Note 11	Note 11	Note 11	Note 11	Note 11
054014-99	8	O-ring, LP	Note 8, 13	Note 8, 13	Note 8, 13	Note 8, 13	Note 8, 13	Note 8, 13
031412-99	26	Back-up ring	Note 8, 13	Note 8, 13	Note 8, 13	Note 8, 13	Note 8, 13	Note 8, 13
054037-99	5	O-ring, HP	Note 8, 13	Note 8, 13	Note 8, 13	Note 8, 13	Note 8, 13	Note 8, 13
061044	16	Seal Plug	Note 8, 13	Note 8, 13	Note 8, 13	Note 8, 13	Note 8, 13	Note 8, 13
061041	15	H/P inlet	Note 5	Note 5	Note 5	Note 5	Note 5	Note 5
054010-99	6	O-ring, h/p inlet	Note 6, 8, 13	Note 6, 8, 13,	Note 6, 8, 13	Note 6, 8, 13	Note 6, 8, 13	Replace
061039	14	Piston Assembly	Note 5	Note 5	Note 5	Note 5	Note 5	Note 5
054012-99	7	O-ring, piston, small	Note 4, 8, 13	Note 4, 8, 13	Note 4, 8, 13	Note 4, 8, 13	Note 4, 8, 13	Note 4, 8, 13
054017-99	9	O-ring, piston, large	Note 4, 8, 13	Note 4, 8, 13	Note 4, 8, 13	Note 4, 8, 13	Note 4, 8, 13	Note 4, 8, 13
054019-99	10	O-ring, Cap	Note 8, 13	Note 8, 13	Note 8, 13	Note 8, 13	Note 8, 13	Note 8, 13
061037	13	Cap	Note 13	Note 13	Note 13	Note 13	Note 13	Note 13
		Pressure Relief Valve	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
<b>AIRSWITCH REGULATOR - SECTION C</b>								
060003-99	22	U-clip	Note 11	Note 11	Note 11	Note 11	Note 11	Note 11
054013-99	26	O-ring	Note 8, 13	Note 8, 13	Note 8, 13	Note 8, 13	Note 8, 13	Note 8, 13
060001-99	21	Filter	Note 9, 12	Note 9, 12	Note 9, 12	Note 9, 12	Note 9, 12	Note 9, 12
160008	1	Valve body	Note 13	Note 13	Note 13	Note 13	Note 13	Note 13
060027	18	Gasket, valve body	Note 13	Note 13	Note 13	Note 13	Note 13	Note 13
060032	12	Bypass piston	Note 13	Note 13	Note 13	Note 13	Note 13	Note 13
054011-99	27	O-ring, bypass piston	Note 8, 13	Note 8, 13	Note 8, 13	Note 8, 13	Note 8, 13	Note 8, 13
060038	15	Valve Disk	Note 7	Note 7	Note 7	Note 7	Note 7	Replace
260001	4	Speech Diaphragm Assembly	Note 14	Note 14	Note 14	Note 14	Note 14	Note 14
060029	14	Seal, speech diaphragm	Note 10	Note 10	Note 10	Note 10	Note 10	Note 10
060035	20	Bias Spring	Note 6	Note 6	Note 6	Note 6	Note 6	Note 6
060009	17	Cross wire	Note 14	Note 14	Note 14	Note 14	Note 14	Note 14
160003	5	Pilot Lever	Note 14	Note 14	Note 14	Note 14	Note 14	Note 14

<u>PART NO.</u>	<u>ITEM</u>	<u>DESCRIPTION</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>	<u>YEAR 6</u>
<b>VIKING FACEMASK - SECTION C</b>								
071021	1A	Double Curve Visor	Note 13					
071022	1B	Single Curve Visor	Note 13					
	4	Outer Facemask	Note 15					
171025	8	Nosecup Assembly	Note 13					
071007	10	Valve Flap	Note 13					
	12/13	Harness, facemask	Note 13					
<b>PNEUMATIC HOSES - SECTION D</b>								
062007	29	Hose, handwheel	Note 15					
	32	Handwheel	Note 14					
054020-99	27	O-ring, handwheel	Note 1					
062036	30	Filter, Flange Cone	Note 9, 12					
054028		O-ring, Filter	Note 13					
062010		Hose, gauge, HP	Note 15					
139001	24	Hose, AirSwitch	Note 15					
<b>BELL ALARM - SECTION E</b>								
054037-99	21	O-ring	Note 13					
031412-99	23	Washer	Note 13					
054107-99	22	O-ring	Note 13					
235002	4	Alarm Striker	Note 8, 13, 14					
035012	5	Seating Pad	Note 8, 13					
<b>TACTILE ALARM - SECTION E</b>								
054037-99	16	O-ring	Note 13					
031412-99	18	Washer	Note 13					
054107-99	17	O-ring	Note 13					
235002	3	Striker	Note 8, 13, 14					
035012	4	Seating Pad	Note 8, 13					

Note 1: Replace if leak occurs between connector and cylinder valve

Note 2: Replace only if pressure gauge is replaced

Note 3: Replace only if unit leaks after confirming Reduced Pressure Test passing

Note 4: Replace if leak occurs from bleed hole

Note 5: Replace only if fails Reduce Pressure Test

Note 6: Replace only if damaged or fails Reduce Pressure Test

Note 7: Lightly lubricate around edge with Christo-Lube grease only

Note 8: Lightly lubricate with Christo-Lube

Note 9: Visually inspect sintered filter on inlet side is not clogged, rince with water or replace

Note 10: Without disassembly, examine rubber seal, replace if seal is cracked, torn or cracked

Note 11: Replace if U-clips do not fit or shows sign of wear

Note 12: Replace if maximum flow is below 320 liters per minute

Note 13: Inspect and replace if signs of wear, cracks, or cuts

Note 14: Replace if bent or shows sign of wear

Note 15: Inspect for damage and test for leaks. replace if cut or show signs of wear

## Section A

### 2.0 Maintenance Schedule (Continued)

<u>PART NO.</u>	<u>ITEM</u>	<u>DESCRIPTION</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>	<u>YEAR 6</u>
<b>CYLINDER VALVE - SECTION F</b>								
092.043.00		Cylinder Valve, 4500 psi	Note 6					
092.043.02		Cylinder Valve, 2216 psi	Note 6					
031.122.00	5	Washer, nylatron	Note 1	Replace				
054.001.44	6	O-ring, 1/4 inch	Note 2	Replace				
092.061.00	8	Valve Plug Assy.	Note 3					
054.003.00	9	O-ring, 1/2 inch	Note 2	Replace				
092.026.00	12	O-ring, 7/8 inch (H/P)	Note 4					
092.016.00	12	O-ring, 3/4 inch (L/P)	Note 4					
054.205.00	19	Quad Seal & washer	Note 5	Replace				

Note 1: Replace if valve becomes difficult to turn

Note 2: Replace if air leaks out of handwheel

Note 3: Replace if air leaks out CGA outlet when valve is turned opened

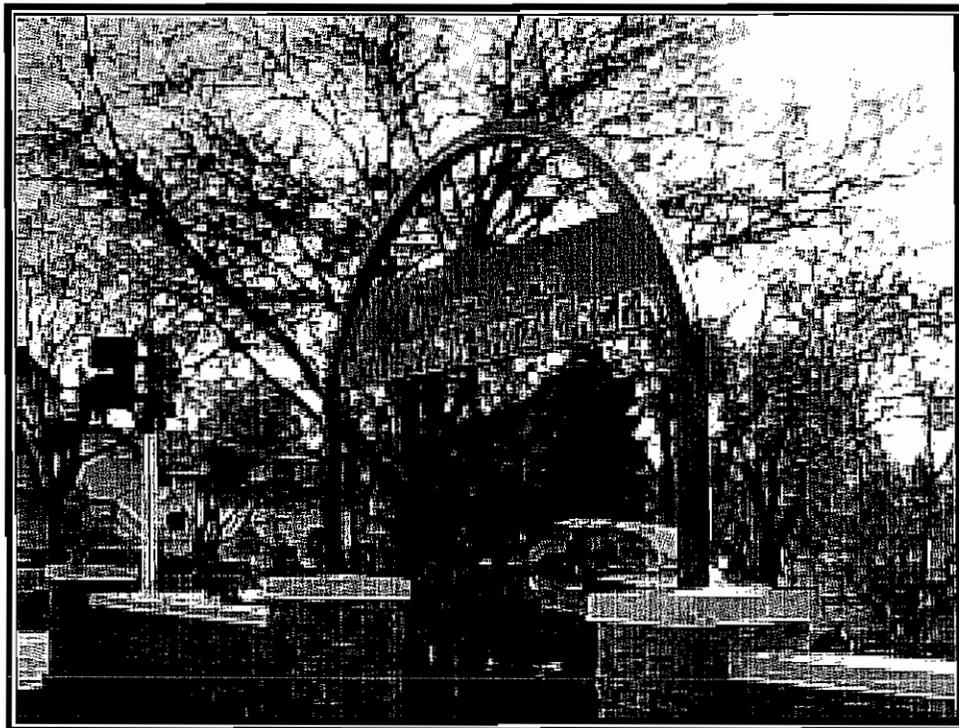
Note 4: Replace if air leaks out between valve and top of cylinder or any time valve is removed from cylinder

Note 5: Inspect connector threads for wear or damage. Replace if nessecary

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# *CITY OF SWARTZ CREEK*

## *Downtown Development Authority*



Meeting of March 13, 2007

6 pm in the Swartz Creek City Council Chambers



**City Offices**  
M-F 8am-4:30pm  
810.635.4464  
810.635.2887 fax

**Police Department**  
Emergency 911  
M-F 8am-5pm  
810.635.4401  
810.635.3728 fax

**Public Services Department**  
M-F 8am-4:30pm  
810.635.4464

Date: March 6, 2008

**To: DDA Board Members**  
**From: Adam Zettel**  
**RE: March 13, 2008 DDA Board Meeting**

Hello everyone,

**We will be having our March meeting this coming Thursday at 6:00 pm in the City Council chambers for the DDA.** This will be the first meeting under the iron fisted rule of Mr. Mark Nemer. So, you better be able to attend Mark!

This agenda should be pretty light. Discussion will be pretty much limited to the waste receptacles, the façade program, and perhaps some future budgeting (if I can make some tax estimates early this week). I hope that this year will be bigger and better than last, however, taxable values may have actually dropped in our DDA! I suppose that is not a big surprise. Well, we shall see.

For the next week, think about how the DDA should approach the review of the façade applications. Should there be a committee? If so, who should serve? Would the board like to convene in its entirety to have a workshop?

Also, I will bring the information on receptacles to the meeting for review. With that said, I will see you next Thursday. If you would like to get a hold of me, I am available at City Hall at (810) 635-4464.

Sincerely,

  
\_\_\_\_\_  
**Adam Zettel**  
Assistant City Manager  
(810)-635-4464  
azettel@cityofswartzcreek.org



**City of Swartz Creek  
AGENDA**

**Downtown Development Authority, Thursday March 13, 2008, 6:00 P.M.  
City Hall 8083 Civic Drive, Swartz Creek Michigan 48473**

- 1. CALL TO ORDER:**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. ROLL CALL:**
- 4. MOTION TO APPROVE MINUTES:**
  - 4A. Board Meeting, January 10, 2008
- 5. APPROVE AGENDA:**
  - 5A. Proposed or Amended Agenda, March 13, 2008
- 6. MEETING OPENED TO THE PUBLIC:**
  - 7A. General Public Comments
- 7. BUSINESS:**
  - 6A. Introduction of Richard Mattson
  - 6B. Facade Program Update
  - 6C. Waste Bins
- 8. REPORTS & COMMUNICATIONS (Reference Only):**
  - 8A. DDA March Meeting Letter
  - 8B. January Meeting Minutes
  - 8C. Waste Bin Descriptions (to be distributed)
- 9. MEETING OPENED TO THE PUBLIC:**
  - 9A. General Public Comments
- 10. REMARKS BY MEMBERS:**
- 11. ADJOURNMENT:**

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF THE DOWNTOWN DEVELOPMENT AUTHORITY  
DATE 01/10/2008**

The Regular Meeting was called to order at 6:05 by Chairman Hull in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Board Members Present: Abrams, Bueche, Hull, Mardlin, Nemer,

Board Members Absent: Mattson, Raffaelli, Gardner.

Staff Present: Adam Zettel

Others Present: None.

**APPROVAL OF MINUTES:**

**Resolution No. 080110-01**

**(Carried)**

Motion by Board Member Nemer  
Second by Board Member Mardlin

The Swartz Creek City Downtown Development Authority hereby approves the Minutes of the Regular Board Meeting October 11, 2007, as amended, to be circulated and placed on file.

DISCUSSION: Some discussion took place.

YES: Abrams, Bueche, Hull, Mardlin, Nemer,  
NO: None. Motion declared carried.

**MEETING OPEN TO PUBLIC:**

None.

**BUSINESS:**

**Introduction of Richard Mattson**

Mr. Mattson was not present at the meeting yet. Mr. Zettel advised that he may have told him to be there at 7 pm instead of 6 pm. Mr. Zettel gave a brief introduction of Mr. Mattson stating that he lives on Hill Rd, is retired from Delphi, has a stall at the Farmer's Market in the summer, and he is becoming very active in the community.

**Resolution No. 080110-02**

**(Carried)**

Motion by Board Member Mardlin  
Second by Board Member Nemer

The Swartz Creek Downtown Development Authority hereby moves to nominate Mark Nemer to chair the Downtown Development Board.

DISCUSSION: None.

YES: Abrams, Bueche, Hull, Mardlin, Nemer.  
NO: None. Motion declared carried.

**Façade Program Budget Amendment**

**Resolution No. 080110-03**

**(Carried)**

Motion by Board Member Abrams  
Second by Board Member Nemer

The Swartz Creek Downtown Development Authority hereby approves the budget amendment for the façade program as follows:

1. Under Department 173, Administration, the DDA Administration recommended sum be \$3,700, transferring out \$7500.
  2. Under Department 728, Economic Development, recommended sum be \$3000, transferring out \$2500.
  3. Changing the façade program, Department 728-003, changed from \$10,000 to \$20,000.
- 
4. All other line items to be adjusted accordingly.

Discussion took place.

YES: Abrams, Bueche, Hull, Mardlin, Nemer.  
NO: None. Motion declared carried.

**Waste Bins**

Mr. Zettel discussed the green 50 gallon trash bins used in the City. He stated that he had a discussion with Tom Svrcek in reference to what could be done to improve the bins and enhance the downtown area. Mr. Zettel stated that the cost was relatively expensive—possibly around \$500 a piece, with at least 3 being needed at this time. It

CITY OF SWARTZ CREEK, MICHIGAN  
MINUTES OF DOWNTOWN DEVELOPMENT AUTHORITY – January 10, 2008

was stated that there was \$3000 to spend in the streetscape fund that could be used. It was decided that Mr. Zettel would look into the issue further and compare prices and find something heavy, durable and nice. More information will be brought to the next meeting.

**MEETING OPENED TO THE PUBLIC:**

None.

**REMARKS BY BOARD MEMBERS:**

Mark Nemer talked about the study that Sharon Volk put together. He wanted to make sure that it wasn't forgotten and that something would be done with it.

Board Member Abrams inquired about who owns the old Methodist Church. Mr. Zettel advised that it was owned by the Sugar and Spice Day Care.

**ADJOURNMENT:**

**Resolution No. 080110-04** **(Carried)**

Motion by Board Member Abrams  
Second by Board Member Nemer

The Swartz Creek Downtown Development Authority hereby declared the meeting adjourned at approximately 6:50 p.m.

DISCUSSION: None.

YES: Abrams, Bueche, Hull, Mardlin, Nemer.  
NO: None. Motion declared carried.

---

Mark Nemer  
Chairman

---

Paul D. Bueche  
Secretary

**Article Proposed By Robert J. Foy in Regards to Article in Flint Journal on Art at the Mass Transportation Authority**

Recently concerns have been expressed regarding decisions of MTA management concerning the purchase of art for display in MTA facilities.

The mission of the MTA is to provide public transportation that is safe, reliable and affordable for those that request it in our community. The focus of the Mass Transportation Authority rests in three areas. The first and primary area is providing public transportation that meets the expectations of the residents of Genesee County. Our second focus is participation as a partner in the rebirth of downtown Flint. The third focus is utilizing public transportation as an economic development tool in Genesee County.

The only real test of success or failure of the Mass Transportation Authority is in meeting the expectations of the public. The MTA has had constant growth over the last six years and provides transportation for over 125,000 passengers each week. In January 513,000 passengers were served, with 59,000 passengers requiring curb-to-curb service. As stated earlier, the MTA's mission is safe, reliable, and affordable service to the public and we believe that we do it well.

In addition, as a major employer and caring member of Genesee County, we accept other responsibilities. Several years ago the MTA became active in response to the challenge of Governor Granholm regarding the rebirth of our community. Of the four active committees created as a result of the Governor's challenge, the MTA has been involved in the committees addressing the revitalization of the center City of Flint and the economic development in our community. The committee that addressed the rebirth of downtown Flint emphasized the need to attract increased numbers of citizens into the downtown area. This challenge was to be addressed by increasing housing, encouraging new businesses, the introduction of U of M student housing, and by utilizing the 15,000 to 20,000 people a day that the MTA brings into the downtown area. Along with the other partners, we committed to focus on bringing additional people into the downtown area.

To support this effort, the Mass Transportation Authority commissioned a study to evaluate the appropriate role of our facility at Harrison and Second Street. The conclusion of the study was that the facility should be expanded into a community facility that went beyond the transfer of bus passengers. A six million dollar renovation was initiated to meet this challenge. In order to attract additional people to downtown it was proposed to open a museum dedicated to civil rights, create a memorial for Rosa Parks, and provide a community bulletin board that would advertise events being sponsored by the organizations in our community focusing on events in the greater downtown area. Art was the principal medium selected for accomplishing the objectives of commemorating civil rights in our community. The goal was to create an environment that would attract individuals from throughout the State of Michigan that would be interested in this facility for more than the transfer of passengers.

Presently the Mass Transportation Authority has committed \$524,052 for the purchase of art throughout the fourteen facilities owned and operated by the Mass Transportation Authority.

The Mass Transportation Authority has been accumulating funding for these facilities since the year 2000. This would average approximately \$54,500 each year. Funds for the Art in Transit program comes from State and Federal discretionary grants. No local millage money was utilized to fund this project. These grant funds are restricted for use on the construction and renovation of the service centers. The funds cannot be used for other transportation purposes. We have presently allocated \$317,500 for the Art in Transit program in the downtown transportation center, which is a special project. This constitutes approximately 3.3% of the construction cost of the facility. The other service centers provides about 1.1% for Art in Transit. The art is available for everyone to review during normal business hours. The conclusion that certain pieces of art are behind closed doors is accurate only for the Administration Building where the responsibility of the Mass Transportation Authority to maintain reasonable security for our administrative employees is balanced with the access of the general public to see the art. During normal business hours, any request to see the art in the Administration Building is encouraged and will be made available with the assistance of a tour guide. At the present time, all artwork is being done by Michigan artists. The Mass Transportation Authority is focused on providing outstanding public transportation that is affordable to the public. We are not trained in the process for evaluating various forms of art. For this reason the decision was made to contract with the Greater Flint Arts Council to act as the facilitator for this program.

The Mass Transportation Authority believes that appropriate recognition of the efforts of Congressman Kildee, US Senators Levin and Stabenow and Governor Granholm should be noted because without their support the MTA would be unable to participate in such a meaningful way in the outstanding progress being made toward the rebirth of downtown Flint and the creation of jobs here in Genesee County.

As a final note, we hope that the Genesee County community recognizes that the Board of Directors and the 500 employees of the Mass Transportation Authority are dedicated to meeting the public transportation needs of Genesee County and utilizing their skills to partner in the rebirth of downtown Flint and the economic development in Genesee County.

Attachment I

*Draft 2  
Feb 25*

## Summary of Questions with a Proposed Response on the Art in Transit Program

### Question 1. Why has the MTA commissioned art for the MTA Service Centers?

Response: The Mass Transportation Authority was a participant in the Granholm Challenge for the redevelopment of downtown Flint that occurred several years ago. The Granholm Challenge evolved into the Community Challenge. The MTA was involved in the community meetings that led to much of the current effort in downtown Flint. The decision coming out of the group was that the most significant deficiency was the lack of people in the downtown area. If we were to revitalize downtown Flint it would be necessary to create programs that would bring a significant number of people on a regular basis into downtown Flint. Considerations were the building of loft apartments, reopening small businesses, the construction of student housing at the University of Michigan-Flint, the transition of the MTA Transportation Center into a community building and the affective use of the 15-20,000 people a day that the Mass Transportation Authority brought into the downtown area. After a study was commissioned regarding the appropriate role of the MTA facility, the conclusion was that the building should be transitioned from a facility to transfer passengers into a community facility. The decision was to concentrate on the facility being a memorial for civil rights, a seven-eleven type store for quick purchases for the new residents, expanded restroom facilities for people in the downtown area, a meeting room to allow for public meetings and a museum dedicated to civil rights that would address revolving issues. It was concluded after much discussion that art would be the medium utilized to commemorate important civil rights events. This led the MTA to include a request for funding for art as part of a \$6 million program to renovate the facility. The MTA commissioned art for the downtown facility as part of the overall community effort to attract individuals from all over the State to come to downtown Flint as a destination.

### Question 2. How much money is being spent on art by the Mass Transportation Authority?

Response: Presently the Mass Transportation Authority has committed \$524,052 for the purchase of art throughout the fourteen facilities owned and operated by the Mass Transportation Authority. Of this amount, \$317,500 is projected for use at the downtown transportation center. \$85,262 was spent on art for the MTA Administration Building. The remaining \$122,000 is spent on art distributed throughout the MTA Service Centers.

### Question 3. Over what period of time has the art been purchased?

Response: The Mass Transportation Authority has been accumulating funding for these facilities since the year 2000. It is our intention to continue to accumulate funding for the construction of service centers through the year 2010. The \$524,052 has been accumulated throughout that period. It is anticipated that an additional \$75,000 will be allocated to this program in future request for funding. The current projection is that the total cost for Art in Transit will be \$600,000 acquired over an eleven-year period. This would average approximately \$54,500 each year.

Question 4. What is the source of funds for this program?

Response: Funds for the Art in Transit program comes from State and Federal discretionary grants. These grant funds are restricted for use on the construction and renovation of the service centers. No local Genesee County tax dollars are spent on this program. These are discretionary dollars awarded on a competitive basis. If the Mass Transportation Authority does not receive these dollars, they will be awarded to other communities throughout the United States.

Question 5. Can the funds be used for other transportation purposes?

Response: No

Question 6. How much of the cost of downtown center is for art?

Response: The Mass Transportation Authority has spent \$9,599,485 for the original construction and renovation of the transportation center. This does not include the cost of the land, which was valued at the time it was transferred to the Mass Transportation Authority from the City at approximately \$1 million. We have presently allocated \$317,500 for the Art in Transit program in the downtown transportation center, which constitutes 3.3% of the construction cost of the facility.

Question 7. Why isn't the art available for everyone to review?

Response: The art is available for everyone to review during normal business hours. The downtown transportation center is open approximately eighteen hours a day. Service centers are open nine hours each day. The Administration Building is open from 8:30 in the morning to 5:00 at night Monday through Friday. It is our intention to have a regular open facility scheduled in conjunction with the art community to encourage the public to view the art in the Administration Center and Service Centers. The downtown transportation center will have regular art exhibits as part of our effort to attract interested people from throughout the State of Michigan to come to the center at their convenience. The conclusion that certain pieces of art are behind closed doors is accurate only for the Administration Building where the responsibility of the Mass Transportation Authority to maintain reasonable security for our administrative employees is balanced with the access of the general public to see the art. During normal business hours, any request to see the art is encouraged and will be made available with the assistance of a tour guide.

Question 8. Is the work being done by local artists?

Response: At the present time all artwork is being done by Michigan artist, most of which are from the local area. In some cases sculptures have been awarded to artists outside of Genesee County based upon the decision of the Art Selection Committee.

**Question 9. Why are we building service centers throughout Genesee County?**

**Response:** The Mass Transportation Authority is the provider of public transportation throughout Genesee County. After we initially implemented the program from a single location on Dort Highway, it was determined that we must decentralize if we were to meet the expectations of the small cities and townships throughout Genesee County. We are a countywide authority providing service to all of the county. We were perceived as being a City of Flint public transportation authority because of our consolidated location. As a result of the decentralization where we lease facilities, we found customer acceptance and utilization increased significantly. We are building the Service Centers throughout Genesee County to better meet the expectations of the residents of Genesee County. The Mass Transportation Authority is projected to provide for the growing transportation needs for the long-term future. It has been determined to be more cost effective, as well as responsive to the public, by building facilities designed specifically for the mission of the Mass Transportation Authority as opposed to using lease facilities that were less than adequate in many cases. The construction and maintenance of our facilities is a significant economic development program. It provides work in many construction disciplines that is so important to the economic growth of Genesee County.

**Question 10. Who determined the Artist to be awarded the various contracts?**

**Response:** The Mass Transportation Authority is focused on providing outstanding public transportation that is affordable to the public. We are not trained in the process for evaluating various forms of art. For this reason the decision was made to contract with the Greater Flint Arts Council to act as the facilitator for this program. The Flint Arts Council has established a committee to review proposals and ultimately make the decision on which proposal submitted by the artist would best meet the specifications outlined in the request published by the Great Flint Arts Council.



**City Offices**  
M-F 8am -5pm  
810.635.4464  
810.635.2887fax

**City Manager's Office**  
M-F 8am-5pm  
810.635.3600

**Police Department**  
Emerg. 911  
810.635.4401  
810.635.3728 fax

**Public Services Department**  
M-F-8am-4:30pm  
810.635.4495

27-February-2008

Commissioner **PATRICIA LOCKWOOD**  
Genesee County Commissioner, District #8  
1101 Beach Street  
Flint, Michigan 48502

Re: **Request for Appearance, City Council Meeting**

Dear Commissioner **LOCKWOOD**,

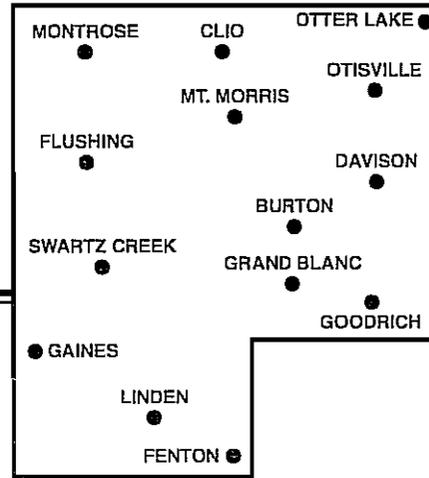
As of recent, the City Council has struggled with several business decisions related to County actions consisting of, but not necessary limited to: E.M.S. Ambulance Services Ordinance, Senior Citizens Millage Distributions, I.P.P. Sewer Discharge Ordinance and Metropolitan Planning Commissions' change in road repair funding ratios.

I kindly ask that you give me a call so we can discuss these issues and schedule a time when you can meet with our Council. I can be reached at 635-4464. In advance, your time and attention is greatly appreciated.

Sincerely,

**PAUL BUECHE**  
City Manager  
(810)-635-4464

GENESEE COUNTY  
**Small Cities & Villages  
 Association**



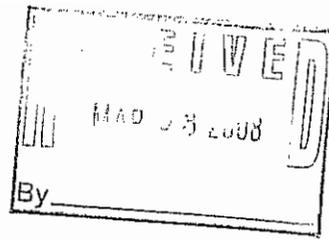
**2008-2009 MEETING SCHEDULE**

**\*\*REVISED\*\***

<u>Month</u>			<u>Hosted By:</u>
January	2	2008	Otisville
February	6	2008	Otter Lake
March	5	2008	Swartz Creek
April	2	2008	Otter Lake
May	7	2008	Burton
June	4	2008	Clio
July	2	2008	<b>No Meeting</b>
August	6	2008	<b>Picnic (T.B.D.)</b>
September	3	2008	Davison
October	1	2008	Fenton
November	5	2008	Flushing
December	3	2008	Gaines
January	7	2009	Goodrich
February	4	2009	Grand Blanc
March	4	2009	Linden
April	1	2009	Montrose
May	6	2009	Mt. Morris
June	3	2009	Otisville
July	1	2009	<b>No Meeting</b>
August	5	2009	<b>Picnic(T.B.D.)</b>
September	2	2009	Otter Lake
October	7	2009	Swartz Creek
November	4	2009	Burton
December	2	2009	Clio



February 28, 2008



Paul Bueche, City Manager  
City of Swartz Creek  
8083 Civic Dr.  
Swartz Creek, MI 48473

Dear Mr. Bueche:

As part of Comcast's commitment to keep you informed about important developments that affect our customers in your community, I am writing to notify you of changes and additions in the channel lineup. Customers will be notified by newspaper notice.

Effective March 31, 2008, we are pleased to announce the addition of the following channels:

- Disney HD (channel 230)
- ABC Family HD (channel 229)

At the same time, Cinemax HD will move from channel 219 to 217, Showtime HD will move from 223 to 218 and Starz HD will move from 227 to 219. HD Direct Tune Channels currently available on 210, 211, 229 and 230 will move to channels 251-254. G4 will now only be available on Digital Starter channel 162. MTV Hits (channel 139), MTV3 (channel 141) and MTV Jams (channel 142) will now be available in the Digital Classic package. Discovery Health Channel will move from channel 71 to channel 70. Leased Access will only be available on Digital Channel 190.

Also, on April 1, 2008, the following channels will be added:

- AMC HD (channel 222)
- Nick HD (channel 228)
- Spike HD (channel 225)

Additionally, on April 9, 2008, Telemundo will be available on Digital Classic and the Hispanic Tier, channel 611. ReelzChannel will be added to Digital Classic channel 260. The QUBO channel will be added to Digital Classic channel 125. AZN, channel 186, will no longer be available. ION TV, channel 14, will move to digital channel 244.

Please direct any customer calls about Comcast products, services and prices to 1-888-COMCAST. Our Customer Account Executives are available 24 hours a day, 7 days a week. As always, feel free to contact me directly at ~~1-888-202-2020~~ with any questions you may have.

Sincerely,

Gerald W. Smith  
Government Affairs Manager  
Comcast, Michigan Region  
36250 Van Dyke Ave.  
Sterling Heights, MI 48312

**Paul Bueche**

**From:** MML Legislative Link [LEGISLATIVELINK@LISTSERV.MML.ORG] on behalf of Andrea Messinger [amessinger@mml.org]  
**Sent:** Monday, February 25, 2008 5:00 PM  
**To:** LEGISLATIVELINK@LISTSERV.MML.ORG  
**Subject:** MML Link - 2/25/2008



February 25, 2008

**State Affairs Report**

**Bill to Delay Redevelopment Liquor Licenses Passes Senate – SB 471** (Allen, R-Traverse City),

which would require businesses to look throughout the county for an escrowed liquor license before applying for a new redevelopment liquor license, passed the Senate on a 22-16 vote, with one Democrat joining all 21 Republicans in support. Sen. Gilda Jacobs (D-Huntington Woods) issued a floor letter to all senators authored by the League in opposition to this bill. Current law (PA 501 of 2006) requires only that businesses search within the local government unit. By increasing the time and expense it takes a businesses to acquire a liquor license, SB 471 would delay downtown economic development and revitalization. PLEASE CALL YOUR STATE REPRESENTATIVE AND VOICE OPPOSITION TO THIS LEGISLATION. [Click here](#) to email your state representative. Also, please contact members of the [House Regulatory Reform Committee](#) and ask them not to take up this legislation. Contact: [Andy Schor](#)

**Rental Housing Inspection Prohibition Bill Considered –** The Senate Economic Development Committee heard testimony on [SB 635](#) (Garcia, R-Howell), which would require local governments to have a 5-year wait between rental housing inspections, unless they receive a complaint. It also would prohibit inspections of Housing and Urban Development (HUD) or Michigan State Housing Development Association (MSHDA) inspected properties. As testimonies explained, this causes a health and safety risk and locals need the ability to protect their citizens and improve their housing stock to attract businesses and residents to their communities. East Lansing, Kalamazoo, Detroit, Ann Arbor, Big Rapids and Alma representatives testified in opposition. Wyoming, Grand Rapids, Niles and other communities

**The Buzz**

[Cities Can Be Talent Magnets](#)  
Lansing State Journal, 2/24/08

**Save the Date**

[2008 MML Capital Conference](#)  
Detailed Agenda Now Available!  
April 1-2, Lansing...*Register by March 5 for early bird rate!*

[League Seminar: Neighborhood Improvement Authorities](#)  
March 7, 9:30 a.m. to noon, Lansing

[2008 Brownfields Conference](#)  
May 5-7, Detroit...FREE!  
*Register by April 4*

[MI Highway Safety Planning Summit](#)  
March 11-13, East Lansing

[Best Construction Practices for Chip Seals Seminar](#)  
March 18, Lansing

[Stormwater Floodplain Annual Conference](#)  
March 18-21, Grand Rapids

[Michigan Transportation Asset Management Conference](#)  
April 3, Lansing; May 21,

also had representation but time ran out before they could testify. The League will continue to oppose this legislation in conjunction with the Michigan Association of Housing Officials and others. Please contact your senator to oppose this legislation; calls are most effective, but you can also [click here](#) to send an email in opposition. Contact: [Andy Schor](#)

### **Corridor Improvement Authority Fix Passes Senate**

– The Senate passed [SB 364](#) (Jacobs, D-Huntington Woods) which corrects some of the technical problems stemming from the Corridor Improvement Authority (CIA) Act (created two years ago). The bill would align the CIA Act with other tax increment finance laws and would make creating CIA's easier for local governments. The bill is expected to be considered shortly in House committee. Contact: [Andy Schor](#)

### **Zoning Cleanup Bill on Way to Governor**

– Legislation to fix the problems created by the Michigan Zoning Enabling Act ([HB 5032](#), Byrum, D-Onondaga) passed the Senate and was concurred in by the House. This bill now goes to the governor for her signature, which is expected in the next few weeks. Contact: [Andy Schor](#)

### **Save the Date: Brownfields 2008, Roadmap to Revitalization**

– The 12th National Brownfields Conference will be in Detroit's Cobo Center, May 5-7, 2008. The League is proud to sponsor this free event which features educational, networking, business development and deal-making opportunities. The Brownfields Transaction Forum for example, is a chance for communities to interact with developers, investors and financiers about properties available for purchase or lease. [Click here](#) for a background piece on the conference. To register for the conference or to have your properties listed at no cost for the Transaction Forum, [click here](#). Contact: [Arnold Weinfeld](#)

### **League Seminar: Neighborhood Improvement Authorities**

– Join the League March 7 in Lansing to learn about the recently passed Neighborhood Improvement Authority Act (PA 61 of 2007) and how to put it to use promoting economic growth in your residential districts. [Click here](#) for details and registration.

### **Federal Update**

**NLC Congressional Cities Conference** – Local officials from Michigan and across the nation will be converging on Washington, D.C. March 8-12 to hear updates on issues important to communities and to lobby members of Congress. The League is scheduling meetings with members of the Michigan Congressional Delegation to discuss priority items including: [federal](#)

Marquette

### [Michigan Youth Symposium](#)

April 4-5, Warren

### **Grants & Projects**

MDOT Collecting '09 Local Safety Program Apps, Contact:

[Dave Worthams](#)

*Apply by Feb. 29*

### [Waterfront Redevelopment Grant Funds Available](#)

*Apply by March 26*

### [MDOT Soliciting Local Bridge Program Project Applications](#)

*Apply by June 2*

### **What's New**

#### [MML Guest Blogger highlights](#)

#### [EOA Frankenmuth Week –](#)

Michael McGee is senior principal and managing director with the law firm of Miller, Canfield, Paddock and Stone, PLC and has been a part of the local government community since 1974.

#### [Service Grant Opportunities Announced by Partnerships for Change \(PFC\)](#)

#### [Checkout the New Digs, League Moves to Bigger, Better Capital Office](#)

### **Related Links**

[Michigan Legislature](#)

[Michigan Senate](#)

[House of Representatives](#)

[Links to Resources](#)

[budget issues](#), such as funding for the Community Development Block Grant and public safety; [reauthorization of transportation funding](#) and; implementation of the [Energy Efficiency and Conservation Block Grant](#). The League will mail issue briefs and talking points next week to members planning to attend the conference. Contact: [Arnold Weinfeld](#)

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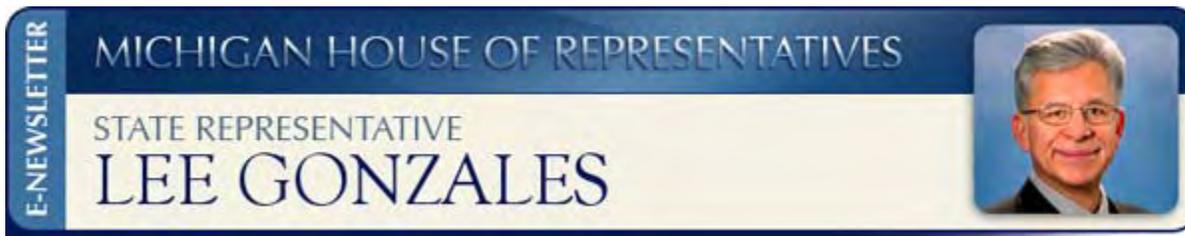
Michigan Municipal League, 1675 Green Road, Ann Arbor, MI 48105

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## Paul Bueche

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**From:** Representative Lee Gonzales [leegonzales@house.mi.gov]  
**Sent:** Friday, February 29, 2008 5:46 PM  
**To:** Paul Bueche  
**Subject:** February Capitol Update



Dear Friends,

In a move that will bring much needed accountability and transparency to the automobile insurance industry, my colleagues and I passed [legislation](#) that will protect consumers while making the Michigan Catastrophic Claims Association (MCCA) more open to public scrutiny. The plan requires the MCCA, an independent insurance fund that pays for the care of severely injured motorists, to comply with the Open Meetings Act, add public members to the board and open its records to annual audits.

Also unveiled in February is a plan aimed at keeping seniors and vulnerable citizens safe during Michigan's harsh winters. The plan requires utility companies to give longer and more effective notice to customers at risk of a shutoff, adds protections for elderly and mentally disabled customers, and establishes procedures to ensure that no one risks injury or death by living in a home without electricity or heat.

The [House Democrats' plan](#) aims to prevent tragedies such as the death of 90-year-old Phyllis Willett of Vicksburg. Willett was found dead in her freezing Kalamazoo-area home on Dec. 17, four days after her electricity was shut off by Indiana Michigan Power. Her 63-year-old daughter, whom relatives described as mentally disabled, suffered injuries related to frostbite and exposure.

This plan would:

- Prohibit utilities from shutting off a senior's utilities in the winter and require them to work to ensure that those with mental disabilities don't have their utilities shut off.
- Require utilities to give customers at least 15 days notice before shutoff and notify them in person or by certified mail, and give low-income customers who are part of the Winter Protection Program 30 days to pay their delinquent bill before shutting off service.
- Mandate that utilities visit the home of a senior customer who has not restored service within three business days to tell them how they can

resolve the situation.

In addition, the plan requires utilities to waive all fees and fines associated with a shutoff if the company failed to provide proper notice. The utility also must waive any costs for resuming service and pay a fine that will go in to the State Emergency Relief Fund, which helps residents who can't pay their energy bills. Utilities would also be responsible for costs the customer incurred, such as damage to the home from burst pipes, if those costs resulted from the company wrongly shutting off power.

Please click on the links above to get more news about my activities here in Lansing. I look forward to hearing from you. Let's keep in touch!

Sincerely,

Lee Gonzales

State Representative

District 49

 EMAIL REP. GONZALES

 REP. GONZALES'S WEBSITE



MICHIGAN HOUSE DEMOCRATS

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## Paul Bueche

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**From:** MML Legislative Link [LEGISLATIVELINK@LISTSERV.MML.ORG] on behalf of Andrea Messinger [amessinger@mml.org]  
**Sent:** Monday, March 03, 2008 5:16 PM  
**To:** LEGISLATIVELINK@LISTSERV.MML.ORG  
**Subject:** MML Link - 3/03/2008



March 3, 2008

### State Affairs Report

#### League to Testify on Revenue Sharing

**Tuesday** – Tomorrow, the League will testify before the House Appropriations Subcommittee on General Government in support of the governor's FY 2008-9 executive budget recommendations, which include a 4-percent increase in statutory revenue sharing to local governments. Contact: [Summer Minnick](#)

#### TIF Reimbursement Bills May Move –

Legislation to reimburse local units of government for lost revenues due to the Michigan Business Tax exempting school millages from personal property taxes ([HBs 5539-42](#)) may move from the Senate Commerce Committee as early as this week. The bills passed the House unanimously in December. There are several amendments expected in the Senate to lend clarity to the package which impacts pre-1994 TIFs as well as brownfields and smartzones. The League will continue working to get these bills passed in a timely manner and will update you of the progress in coming weeks. Contact: [Summer Minnick](#)

#### Lawmakers Support League's Transportation

**Agenda** – Last week, the League was asked to testify on the FY 2008-9 Transportation Appropriations bill, [HB 5808](#) (Gonzales, D-Flint). During the meeting, several committee members, especially Reps. Byrnes (D-Chelsea) and LeBlanc (D-Westland), commented positively about the League's concerns with the amount of transportation dollars that are diverted to other projects. We urge members to ask their legislators to support the League's position; [click here](#) for talking points from last week's testimony ([see related article](#)). Contact: [Dave Worthams](#)

### The Buzz

#### [Fast lane to light rail](#)

Crain's Detroit Business,  
3/03/08

#### Save the Date

[Save on Capital Conference, Register by March 5](#) – April 1-2, Lansing...*Register by March 5 for early bird rate!*

#### [League Seminar: Neighborhood Improvement Authorities](#)

March 7, 9:30 a.m. to noon,  
Lansing

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March 18, Lansing

#### [Stormwater Floodplain Annual Conference](#)

March 18-21, Grand Rapids

#### [Michigan Transportation Asset Management Conference](#)

April 3, Lansing; May 21,

## Coastal Management Program RFP Available

– The Michigan Coastal Management Program (MCMP), within the Department of Environmental Quality (DEQ), has a [Request for Proposal](#) for Coastal Zone Management grant projects that start January 1, 2009. Since 1978, the MCMP has provided assistance to projects that protect, manage and restore coastal communities and habitats; restore historic structures; revitalize urban waterfronts and; increase recreational opportunities along Michigan's Great Lakes. Applications must be postmarked May 1, 2008 or received by MCMP by 4 p.m. May 1, 2008. For additional information, contact Annette Nealey of DEQ at [nealeya@michigan.gov](mailto:nealeya@michigan.gov) or (517) 335-3168. Contact: [Dave Worthams](#)

## Pro-Local Control Rental Housing Inspection Bill Passes Committee

– Legislation to expand local control in rental housing inspections passed the House Intergovernmental, Urban and Regional Affairs Committee Wednesday. [HB 5206](#) (Sak, D-Grand Rapids) will allow communities to inspect every six years at a minimum instead of every three years as under current law. Communities have the flexibility to inspect more frequently than every six years and will maintain local control over the process and how often they inspect. The League indicated a preference for four years minimum between inspections instead of six years, but testified in support to preserve local control. Contact: [Andy Schor](#)

**Three More Smartzones To Be Allowed** – The House Commerce Committee approved [HB 5609](#) (Simpson, D-Liberty Twp), which would allow the Michigan Economic Development Corporation (MEDC) to approve up to three more smartzones (districts where technology-based firms, entrepreneurs and researchers locate in close proximity to community assets that assist in their endeavors). Open to all applicants, they would be the same as current smartzones with the exception that there is no funding available for the state to contribute. As such, these would be mostly utilized with tax increment financing dollars. Contact: [Andy Schor](#)

## Hire Michigan First Package Received

**Hearing** – The House Labor and Commerce committees last week had a hearing on legislation to prohibit the Michigan Strategic Fund, Brownfield Authorities, State Administrative Board, Michigan Economic Growth Authority (MEGA), Michigan Historical Center and local units of government from providing financial assistance or abatements to a business unless the applicant agreed in writing not to hire or contract with another business that hires undocumented workers. These applicants would also have to agree to hire Michigan workers unless it is proven the work could not be accomplished with just in-state workers. In designating a renaissance zone, approving a state construction contract or awarding MEGA tax credits, all things being equal, the firm hiring the most Michigan workers would be given preference for the work under the legislation. This

Marquette

[Michigan Youth Symposium](#)  
April 4-5, Warren

### Grants & Projects

[Waterfront Redevelopment Grant Funds Available](#)  
*Apply by March 26*

[Coastal Management Program](#)  
*Submit RFP by May 1, 2008*

[MDOT Soliciting Local Bridge Program Project Applications](#)  
*Apply by June 2*

[Service Grant Opportunities Announced by Partnerships for Change \(PFC\)](#)

### What's New

Guest Blog – Former League president Kate Lawrence gives us an expert opinion on promoting your community through public art in her first post of the week, The Brighton Biennial. [Read more...](#)

### Related Links

[Michigan Legislature](#)

[Michigan Senate](#)

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[Links to Resources](#)

legislation did not receive a vote and is expected to have several more hearings in the coming weeks and months.

Contact: [Andy Schor](#)

**Annexation Bills Introduced in House –** [HB 5821-25](#) (LaJoy, R-Canton) were introduced in the House of Representatives last week. The League is adamantly opposed to these bills which are identical to the annexation package currently on the Senate floor ([SBs 1078-83](#)). We urge members to call and email their representative and senator and ask them to oppose this legislation; [click here](#) for more information and to send an email. The League is working with legislators on [HB 5779](#) (Corriveau, D-Northville Twp), a targeted fix that would address the specific problem that led to these bills being introduced. Contact: [Andy Schor](#)

### **Save on Capital Conference, Register by**

**March 5** – Early bird registration for the League's 2008 Capital Conference (April 1-2 in Lansing) ends March 5 – [download the registration form](#) today! We'll kick the conference off April Fools' Day with Comedy Central's Rob Riggle, a correspondent on The Daily Show with Jon Stewart and former cast of Saturday Night Live. Visit the [Agenda at a Glance](#) for more details!

### **Zoning Enabling Act Changes Signed Into**

**Law** – [HB 5032](#) (Byrum, D- Onondaga), which fixes problems with the Michigan Zoning Enabling Act (PA 110 of 2006) was signed into law by Governor Granholm and is now PA 12 of 2008, effective February 29, 2008.

Contact: [Andy Schor](#)

### **Planning Enabling Act Sent to Governor –** [SB](#)

[206](#) (Birkholz, R-Saugatuck), which combines the Municipal Planning Act, Township Planning Act and County Planning Act into one Michigan Planning Enabling Act, passed the Legislature last week and was sent to the governor for her signature (expected within a few weeks). The League was very involved in the negotiations and discussions on this legislation. Contact: [Andy Schor](#)

## **Federal Update**

### **Report shows Locals Spend More on Great Lakes while Feds Spend Less –** Local

governments spend about \$15 billion annually on Great Lakes environmental programs while receiving less and less aid from the federal government according to a report prepared by the Great Lakes Commission for the Great Lakes and St. Lawrence Cities Initiative. The findings come from a 2006 survey of 143 local governments in the U.S./Canadian Great Lakes basin. Of the 74 U.S. cities and counties that participated, 22 were from Michigan. The survey found annual spending is highest in the area

of water quality management with \$12 billion spent every year on wastewater systems operation, maintenance and infrastructure. On the flip side, federal funding through the Clean Water State Revolving Fund (CWSRF), which assists local communities with upgrading wastewater systems, has been cut 49 percent since 2004 with more cuts proposed for 2009. Restoring CWSRF dollars will be a topic of conversation when Michigan officials and League staff visit congressional officials during the National League of Cities Congressional Cities Conference, March 8-12 in Washington. [Click here](#) to view the report. Contact: [Arnold Weinfeld](#)

**NLC Federal Relations Report** – With Congress gearing up for debate on the FY 2009 budget, other activities are running at a slow pace. Nonetheless, Congress is moving ahead with measures to address the housing crisis and restore funding to the Byrne Justice Assistance Grant program. Read more in the latest National League of Cities' [Federal Relations Update](#). Contact: [Arnold Weinfeld](#)

### **Email Management**

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Michigan Municipal League, 1675 Green Road, Ann Arbor, MI 48105

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# Observer

By Alan Greenblatt

## BACKLASH IN LANSING

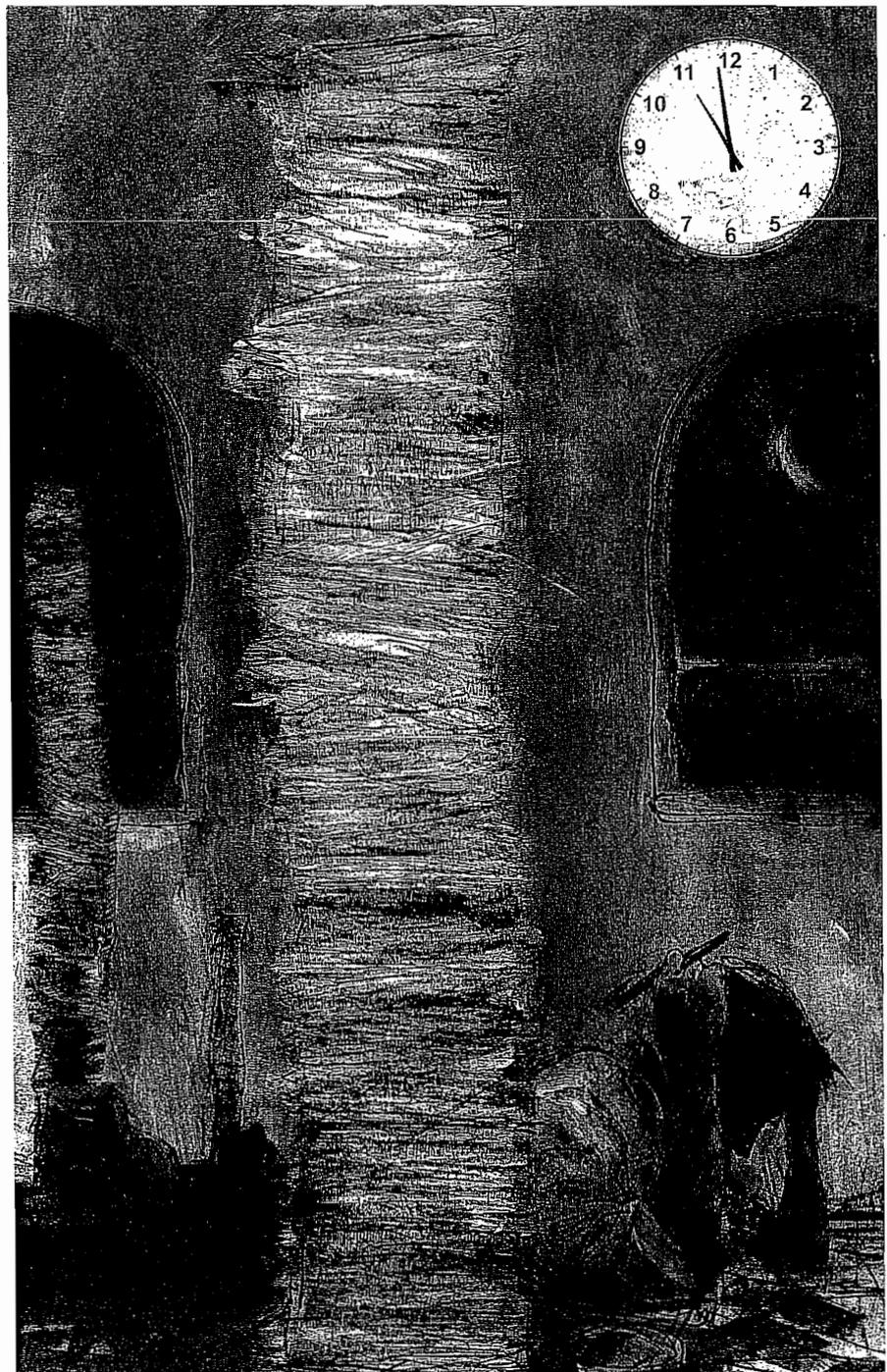
Michigan legislators may get some unwanted time off.

Legislators are like college students. Most of the time, they put off their assignments as long as possible, saving the hardest work for a raucous all-nighter at the very end of the session. That's certainly how it works in Michigan. But some critics there think the legislative process could be made more efficient if deadlines were simply moved up—if one of the nation's few full-time legislatures were transformed into a part-time body.

Last year, Michigan faced a big budget shortfall and also needed to rewrite its business tax code. The legislature took many months to do both, and the results made few people happy. About a dozen lawmakers are now fighting off recall campaigns. But there's also been a larger structural response, with three separate initiatives making their slow way through the process of winning a spot on the November ballot.

A part-time legislature operating on a tight schedule would give the business community a greater sense of certainty, says Steward Sandstrom, president of the Kalamazoo Regional Chamber of Commerce, which is leading one of the initiative efforts. "By May 31, we would know what our financial climate and regulatory condition would be, at least for the next seven months."

Michigan legislators receive the second-highest salaries in the country, after those in California, and so these initiatives would cut not only their time in Lansing but their pay, too. It's not too



ILLUSTRATIONS BY BILL KOEB

hard to imagine the public wanting to do that. But the bigger question is whether this would have the desired effect on legislative outcomes. It's true that some of the perennially dysfunctional legislatures are full time (I'm looking at you, New York), but part-time legislating certainly hasn't proved a panacea against careerism, partisanship, budget muddles or blown deadlines.

In fact, while Michigan has not escaped scandal and conflicts in recent years, you could argue that full-time employment and decent pay for Michigan legislators have kept those problems down. Full-time legislators generally don't have to balance the public interest against the priorities of their insurance company or bank management. And it may be that legislators would have done a better job last year if they had stayed in session more, instead of taking so many week-long breaks—in other words, if they had acted more convincingly like a full-time body.

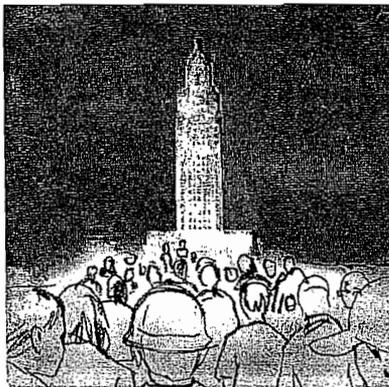
"The problem in the legislature is excessive—almost extreme—partisanship, and an unwillingness to do what has to be done to reposition the state for a new economy," says Ken Sikkema, a former Michigan legislator who now analyzes public policy. "Whether it's a part-time or a full-time legislature is going to make no difference in that respect."

## COMMERCIAL GRADE

I would give the insurance industry an F, a dead F."

Florida Governor **Charlie Crist**, criticizing high property insurance rates

Source: Associated Press



## BAYOU BOOMTOWN

### Katrina crippled New Orleans; it's remade Baton Rouge.

At a time when most cities are suffering from job losses and foreclosures, Baton Rouge is booming. Being at the center of the nation's petrochemical industry hasn't hurt, but the main reason has been the Louisiana capital's ability to successfully absorb tens of thousands of new residents following Hurricane Katrina.

Over the past three years, Baton Rouge has gained 28,000 new jobs—not just in energy and government but also in construction, the service sector and even manufacturing. Unemployment is below 3 percent. Home prices are up nearly 40 percent over the past five years—and still show no sign of slipping—contrary to what is going on just about everywhere else. "Developers are having a field day," says Mayor Kip Holden.

Baton Rouge hasn't kept all of its post-Katrina newcomers: The population of 250,000 doubled virtually overnight in 2005, and that wasn't sustainable. Many of the initial refugees have gone back to New Orleans or moved elsewhere. But no one disputes that the long-term growth has been substantial and in some ways dramatic.

Not all of it is easy to deal with. There are longer waits in emergency

rooms, strains on schools and a big increase in the homeless population. For the most part, though, the newcomers have gone to work. Baton Rouge seems to have attracted fewer crime-prone Katrina refugees than did cities in Texas.

Prior to the storm, the Baton Rouge economy and housing market each had some slack that new residents have helped the city to absorb. Federal tax and bonding incentives enacted after the 2005 hurricanes have helped to prompt more than \$5 billion in local construction projects. The city is attempting to build on its gains, working with the Audubon Nature Institute on a riverfront redesign and with neighboring towns and parishes to promote a \$4 billion interstate highway loop.

The fact that Stephen Moret, the area's chamber of commerce president, has become Louisiana's new secretary for economic development shouldn't hurt. The chamber's most recent survey of local business owners shows they are convinced growth will continue, not just this year but over the next three years. Louisiana State University economist Loren Scott forecasts that Baton Rouge will gain an additional 15,000 jobs by the end of 2009.

"We will never be the sleepy town on the Mississippi anymore," Mayor Holden says.

## FENCING MATCH

### A barrier to keep out illegals may sound good—but not if it's on your land.

Do people dislike eminent domain more than they dislike illegal immigrants? This has suddenly become a relevant question on the nation's southwestern border. The federal Department of Homeland Security is planning to build 670 miles of new fencing along that border this year. In order to

# B+ Michigan

The Battle of Lansing, as many have come to remember the state's bloody budget deliberations last year, drew national attention to Michigan's economic woes. And there's no question that fiscal austerity has hurt the state's capacity to deliver basic services. The workforce has been drastically reduced, and Michigan officials worry that agency staff reductions have gone beyond fat and deep into bone and marrow. No new workers are likely to arrive soon. As the automobile industry continues to suffer, revenue streams are in trouble and the state's credit ratings have dropped. And for all the emergency moves, including a substantial tax increase, Michigan is far from structural balance between revenues and expenditures.

With all that in mind, the surprise in Michigan is the strength and suppleness of much of its management, in both good times and bad. "To be honest, when the economy's doing well, you tend to be a little bit blasé about things," says Treasurer Robert Kleine. "When things are going badly, you've got to focus a lot more."

"Focus" is what Michigan has generally been able to do, both in a short-term and long-term sense. Over the years, the state has been a leader in all forms of strategic imagination: workforce planning, information technology planning, capital planning and others as well.

Early in Governor Jennifer Granholm's first term, agency representatives were organized into six teams reflecting the administration's major initiatives. For example, a team focused on improving the economy includes the departments of transportation, economic development and labor. There's far less attention on individual agency goals in Michigan, and more on broad objectives.

Progress toward these goals is built into project-level indicators, targets and deadlines. All the information is compiled in a technological tool called MiPlan that can easily be accessed by all involved. Posters tracking progress and reminding staffers of deadlines and targets are plastered on office walls throughout the capitol complex—and serve as an accountability tool during cabi-

net meetings. More than 100 of the measures are available on the state's Web site, allowing citizens to keep tabs on how their government is performing.

That Web site is a national model for a variety of reasons. After a dramatic overhaul, it now allows both citizens and business to easily perform a great range of transactions, often saving the state money. The site uses blogs, surveys, RSS feeds and video streaming to engage and inform citizens—critical outreach at a time when confidence in state government has been crippled by hard times and by the pain of the last budget process.

As Granholm puts it: "We have consolidated departments. We've eliminated agencies. We've done all of that restructuring. But the key to being able to continue to serve, and to serve better—even in these really challenging times—is through leveraging technology."

Technology is, of course, expensive—and difficult choices have had to be made. In the Department of Human Services, for example, a long-term information upgrade that will eventually mean lighter workloads for overburdened social workers was chosen in lieu of shorter-term improvements in other technology.

Similar choices have been required in infrastructure management. State buildings languish in varying degrees of dilapidation. But the Department of Transportation, laudably, accomplished its 10-year goal of bringing 90 percent of the state's roads into good condition. Michigan's DOT has few peers in asset management—and in preventive maintenance—and has all the tools necessary to make smart decisions, even if it doesn't always have the funding. The DOT knows, for example, that it can save 29 lives and prevent 114 serious injuries by installing cable guardrails and rumble strips on key roadways. That will cost \$40 million that it can't easily spare. But at least managers can see the trade-offs involved in their decisions—in asset conditions, in funds and even in lives.

For additional data and analysis, go to [pewcenteronthestates.org/gpp](http://pewcenteronthestates.org/gpp)

## Money C+

Long-Term Outlook	●
Budget Process	●
Structural Balance	●
Contracting/Purchasing	●
Financial Controls/Reporting	●

## People B+

Strategic Workforce Planning	●
Hiring	●
Retaining Employees	●
Training and Development	●
Managing Employee Performance	●

## Infrastructure A-

Capital Planning	●
Project Monitoring	●
Maintenance	●
Internal Coordination	●
Intergovernmental Coordination	●

## Information A

Strategic Direction	●
Budgeting for Performance	●
Managing for Performance	●
Performance Auditing & Evaluation	●
Online Services & Information	●

**Population (rank):** 10,095,643 (8)

**Average per capita income (rank):** \$24,097 (25)

**Total state spending (rank):** \$53,087,424,000 (9)

**Spending per capita (rank):** \$5,258 (25)

**Governor:** Jennifer M. Granholm (D)

**First elected:** 11/2002

**Senate:** 38 members: 17 D, 21 R

**Term limits:** 8 years (lifetime)

**House:** 110 members: 58 D, 52 R

**Term limits:** 6 years (lifetime)

SWARTZ CREEK COMMUNITY SCHOOLS  
BOARD OF EDUCATION MEETING  
AGENDA  
Thursday, March 13, 2008

7:00 P.M. – Regular Board of Education Meeting

Location of Meeting: Dieck Elementary, 2239 Van Vleet Road, Swartz Creek, MI 48473

1. Call to Order
2. Pledge to the Flag
3. Approval of Minutes
4. Approval of Agenda
5. Communications and Announcements
6. Awards and Recognition
7. Superintendent Action Report
  - a. March 15, 2008 Board Agenda
8. Board Sub-Committee Reports
9. Media Center Naming Resolution – Jo Beckman
10. Comments and Questions from the Public
11. INSTRUCTION ITEMS
  - a. Accept 2007-2008 Strategic Plan Report
  - b. Third Year Academic Awards Resolution
12. BUSINESS ITEMS
  - a. High School Kitchen/Cafeteria Renovation Bid Resolutions
13. PERSONNEL ITEMS
  - a. Resignations/Retirements
  - b. Leave of Absence
  - c. AFSC&ME Employment
  - d. Schedule B Employment
  - e. Other Employment
  - f. Schedule C Employment
  - g. SCEA Contract Ratification
14. Second Reading – Policies - Revised ByLaw's Policy #0144.1 - "Compensation"
  - New Policy #4440 – "Job-Related Expenses"
  - Revised Policy #6680 – "Recognition"
15. Board Action Review
16. Comments and Questions from the Board
17. Closed Session
  - a. Meet With District Lawyer
  - b. Legal Correspondence
18. Adjournment

"This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated on the agenda.

**Information Sheet, Board of Education Regular Meeting****March 13, 2008****Page 1****6. Awards and Recognition****7. Superintendent Action Report****a. March 15, 2008 Board Agenda****8. Board Sub-Committee Reports**

→ **9. Media Center Naming Resolution - Jo Beckman – BE IT RESOLVED** that the Library at Dieck Elementary School be re-dedicated and named in memory of Mrs. Josephine Beckman, pursuant to Swartz Creek Community School's Board Policy #7250.

**10. Comments and Questions from the Public****11. INSTRUCTION ITEMS**

→ **a. Accept 2007-2008 Strategic Plan Report – BE IT RESOLVED** that the Swartz Creek Community Schools Board of Education accept the 2007-08 Strategic Plan Report.

→ **b. Third Year Academic Awards Resolution – BE IT RESOLVED** that the Swartz Creek Community Schools Board of Education on behalf of the teaching and administrative staff, recognize the following recipients of the "Third Year Academic Awards:" Ryann Elizabeth Adams, Tammera Lynn Bean, Brandi Marie Beauchamp, Nicholas Anthony Beaver, Aaron Christopher Bond, Jessica Lynn Brouwer, Megan Katherine Cain, Bryan Anthony Coburn, Matthew Scott Coon, Travis Alan Gordon, Audrey Ariane Groves, Tara Marie Hendrix, Noah Lee Hutchinson, Nathan James Irby, Jillian Arlene Joyce, Mariah Marie Keen, Kevin Alexander Lane, Michelle Lorraine Matson, Chase Carlton Middleton, Amanda Suzanne Pleshakov, Joseph Scott Poliskey, Kyle John Rogowski, Logan Chase Shumaker, Rachel Kay Siebert, Samantha Jo Stiff, Katherine Marie Tylus, Brock Ryan Veenhuis, Brian Gregory Wildmo, Samantha Teri Wilson, Bethany Ann Witten, Elyse Megan Wood, Ryan Joseph Yoon, Kayla Nicole Zachary.

**12. BUSINESS ITEMS**

→ **a. High School Kitchen/Cafeteria Renovation Bid Resolutions – BE IT RESOLVED** that the Swartz Creek Community Schools Board of Education award contracts for the following bids received for renovation of the High School Kitchen/Cafeteria:

Irish Construction Company	General Construction Trades	\$209,500.00
Leidal & Hart Mason Contractors	Masonry	\$ 83,878.00
Mid Michigan Roofing, LLC.	Roofing	\$122,986.00
Barnett Construction Services, Inc.	Gypsum Board Systems	\$ 49,000.00
Martin Painting, Inc.	Painting	\$ 6,480.00
Welch Tile & Marble Co., Inc.	Flooring	\$ 75,967.00
Stafford-Smith, Inc.	Kitchen Equipment	\$227,175.40
Goyette Mechanical	Mechanical & Plumbing	\$229,900.00
Genesee Electric, Inc.	Electrical	\$139,000.00

**Information Sheet, Board of Education Regular Meeting****March 13, 2008****Page 2****13. PERSONNEL ITEMS**

- a. Resignations/Retirements** – Accept the resignation for retirement purposes of Deborah Bosworth, Teacher at Morrish Elementary, effective June 30, 2008.

Accept the resignation of Brenda Smith, Cashier/Server at Dieck Elementary, effective February 8, 2008.

Accept the resignation of Andrew Argue, Bus Driver/Custodian, effective February 28, 2008.

- b. Leave of Absence** – Grant a maternity leave of absence to Katie Rosher, Caregiver at the Child Development Center, effective March 7, 2008 until June 2, 2008.

Grant a family medical leave of absence to Trisha Higgerson, Educational Aide at Morrish Elementary, February 6, 2008 through April 4, 2008.

Grant a personal leave of absence to Denise Smith, Special Education Aide at the Middle School, through April 6, 2008.

- c. AFSC&ME Employment** – Employ Janet Bryan as a Bus Driver, effective February 25, 2008.

- d. Schedule B Employment** – Employ the following individuals as Schedule B Coaches for the 2008-2009 season, without tenure in position:

Randy Martin	JV Boys Head Football Coach
Joseph Spencer	JV Boys Assistant Football Coach
Joshua Attwood	Freshman Boys Head Football Coach
Nicholas Bierman	Freshman Boys Assistant Football Coach
Daniel Murphy	Middle School Heavy-weight Assistant Football Coach
Brent Bloxsom	Middle School Light-weight Assistant Football Coach
Rick Clolinger	Varsity Softball (50%)
Nelda Guajardo	Varsity Softball (50%)

Employ the following individuals in Schedule B positions for the 2007-2008 school year, without tenure in position:

Amber Dillard	High School Spring Musical Artistic Director (60%)
Ken Butters	High School Spring Musical Artistic Director (40%)
Lindsey Boros	High School Spring Musical Set Builder (33 1/3%)
Amanda Perrault	High School Spring Musical Set Builder (33 1/3%)
Heidi Camp	High School Spring Musical Set Builder (33 1/3%)
Jared Leuck	High School Spring Musical Vocal Director (50%)
John Michailo	High School Spring Musical Vocal Director (50%)

**Information Sheet, Board of Education Regular Meeting****March 13, 2008****Page 3****13. PERSONNEL ITEMS**

- e. **Other Employment** - Employ Florence Proulx as an At-Risk Paraprofessional at Gaines Elementary, effective February 20, 2008.

Employ Monica Wood as a Community Education Building Supervisor, effective February 19, 2008.

Employ Amy Lovely as a non-union One-on-One Special Education Aide at Dieck Elementary, effective March 3, 2008.

Employ Sally Granger as a non-union One-on-One Special Education Aide at Syring Elementary, effective March 10, 2008.

- f. **Schedule C Employment** – Employ the following individuals as Drivers Education Instructors for the 2008 Summer Season, without tenure in position:

Doug Thompson  
Adam Lover  
Mike Sheick

Art Jacobs  
Todd Penoyer  
Dave Carey

Dick Richards  
Bruce McNier

→ **BE IT RESOLVED** that the Swartz Creek Community Schools Board of Education approve Personnel Items 12a through 12f.

- g. **SCEA Contract Ratification** - **BE IT RESOLVED** that the Swartz Creek Community Schools Board of Education approve the tentative agreement for the 2008-2009 school year between the Board and the SCEA.

- 14. **Second Reading -Policies** – **BE IT RESOLVED** that the Swartz Creek Community Schools Board of Education approve and adopt the following new/revised policies:

NEW/REVISED	POLICY	TITLE
Revised	ByLaw's #0144.1	Compensation
New	#4440	Job-Related Expenses
Revised	#6680	Recognition

**15. Board Action Review****16. Comments and Questions from the Board**

17. **Closed Session** -      a. **Meet with District Lawyer**  
   b. **Legal Correspondence**

→ **BE IT RESOLVED** that the Swartz Creek Community Schools Board of Education convene in Closed Session to meet with its attorney and discuss legal correspondence, which are exempt from disclosure under state law due to attorney-client privilege.

**18. Adjournment**