



# CITY OF ALBION CITY COUNCIL MEETING AGENDA

Meetings: First and Third Mondays – 7:00 p.m.

City Council Chambers ♦ Second Floor ♦ 112 West Cass Street ♦ Albion, MI 49224

COUNCIL-MANAGER  
GOVERNMENT

Council members and  
other officials normally in  
attendance.

**Garrett Brown**  
Mayor

**Maurice Barnes, Jr.**  
Council Member  
1<sup>st</sup> Precinct

**Lenn Reid**  
Council Member  
2<sup>nd</sup> Precinct

**Sonya Brown**  
Council Member  
3<sup>rd</sup> Precinct

**Marcola Lawler**  
Council Member  
4<sup>th</sup> Precinct

**Jeanette Spicer**  
Council Member  
5<sup>th</sup> Precinct

**Andrew French**  
Council Member  
6<sup>th</sup> Precinct

**Sheryl L. Mitchell**  
City Manager

**The Harkness Law Firm**  
Atty Cullen Harkness

**Jill Domingo**  
City Clerk

NOTICE FOR PERSONS WITH  
HEARING IMPAIRMENTS  
WHO REQUIRE THE USE OF A  
PORTABLE LISTENING DEVICE

Please contact the City  
Clerk's office at  
517.629.5535 and a listening  
device will be provided  
upon notification. If you  
require a signer, please  
notify City Hall at least five  
(5) days prior to the posted  
meeting time.

## AGENDA

### COUNCIL MEETING

**Monday, June 5, 2017**

**7:00 P.M.**

#### PLEASE TURN OFF CELL PHONES DURING MEETING

- I. CALL TO ORDER
- II. MOMENT OF SILENCE TO BE OBSERVED
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. MAYOR AND COUNCIL MEMBER'S COMMENTS
- VI. PRESENTATIONS
  - A. 2016 Planning Commission Annual Report
  - B. Assessing Update-Julie Cain-Derouin
  - C. Albion Marshall Connector-Elizabeth Renaud
  - D. Walk the Beat-Cliff Harris
  - E. Holland Park Presentation-Council Member Reid
  - F. Juneteenth Presentation-Council Member Reid
- VII. PUBLIC COMMENTS (Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than three (3) minutes. Proper decorum is required.)
- VIII. CONSENT CALENDAR (VV) (Items on Consent Calendar are voted on as one unit)
  - A. Approval Regular Session Minutes, May 15, 2017
  - B. Approve Study Session Minutes-May 22, 2017
- IX. ITEMS FOR INDIVIDUAL DISCUSSION
  - A. Request Approval To Place Delinquent Water Bills & Abatements on Tax Bills (RCV)



# CITY OF ALBION CITY COUNCIL MEETING AGENDA

*Meetings: First and Third Mondays – 7:00 p.m.*

City Council Chambers ♦ Second Floor ♦ 112 West Cass Street ♦ Albion, MI 49224

---

- B. Request Approval Resolution # 2017-24, 2017 Local Street Improvement Projects for Ford Rd/Terpenning St/Cass St with Lakeland Asphalt Corporation (RCV)
- C. Discussion-Closure of Crowell School
- D. Request Approval 1<sup>st</sup> Reading Ordinance # 2017-04, An Ordinance to Amend Ordinance # 66-139 Solid Waste (RCV)
- E. Request Approval 1<sup>st</sup> Reading Ordinance # 2017-05, An Ordinance to Amend Ordinances # 94-1, 94-2, 94-3 and 94-4 and to Rescind Ordinances # 94-5, 94-6, 94-7, 94-36, 94-37, 94-38, 94-66, 94-67, 94-68, 94-69, 94-70, 94-71, 94-96, 94-97, 94-98, 94-99, 94-100, 94-131, 94-132, 94-133 and 94-134 (RCV)
- F. Request Approval of Appointment for Boards and Commissions (RCV)
  - Jessica Thomas, Albion Trust, Term to Expire 11-1-2017
- X. City Manager Report
- XI. Future Agenda Items
- XII. Motion to Excuse Absent Council Member(s)
- XIII. PUBLIC COMMENTS (Persons addressing the City Council shall limit their comments to no more than three (3) minutes. Proper decorum is required.)
- XIV. ADJOURN



**PLANNING COMMISSION ANNUAL REPORT 2016**  
**City of Albion, MI**

PURE *M*ICHIGAN®

# PLANNING COMMISSION ANNUAL REPORT 2016

## City of Albion, MI

City of Albion Planning Commission  
 112 W Cass St  
 Albion MI 49224

### 2016 Planning Commissioners

**Membership:** Nine voting members, including the Mayor and one Councilmember (appointed annually) and one staff member. One member may be a non-resident, with the consent of Council, who possess an interest in planning in the City of Albion. Appointed by Mayor with confirmation by City Council.

**Residency:** Except for one member as indicated above, all must be City residents.

**Term:** Three (3) years

**Compensation:** None

| Planning Commissioners  | Term Expiration |
|---|-----------------|
| Scott Brown   | 12/31/2018      |
| Tom Pitt  | 12/31/2018      |
| George Strander   | 12/31/2017      |
| Wesley Dick   | 12/21/2016      |
| Gregg Strand  | 12/31/2017      |
| **Scott Kipp  | 12/31/2018      |
| **Joseph Domingo  | Automatic       |
| **Garrett Brown   | 12/31/2016      |
| ** Appointed Council Member<br>Representative serves until the end of his<br>elected term of office |                 |



# PLANNING COMMISSION ANNUAL REPORT 2016

## City of Albion, MI

**Establishment:** The City of Albion Planning Commission is an allowed nine-member commission provided by Charter Section 8.14 and MCL Section 125.33. The statute does not impose a residency requirement on appointment. The Charter, however, requires that the six persons, whom the Mayor appoints and the Council confirms, have the qualifications of a City elector. Residency is, therefore, required for appointment to the Planning Commission. The other three members are the Mayor, a Councilperson and a City Administrative officer.

### 2017 City of Albion Planning Commission Annual Report Table of Contents

- I. City of Albion Planning Commission By-Laws
- II. 2016 Meeting Dates
- III. Purpose of Planning Commission
- IV. Master Plan
  - a. Purpose of Master Plan
  - b. First Step- Notice of Intent to Plan
- V. City of Albion – Comprehensive Plan
- VI. 2017 Comprehensive Plan Goals and Objectives
- VII. Development Review
- VIII. Variances in 2016
- IX. Actions by Legislative Body in 2016
- X. Zoning Map
- XI. Joint Map

The City of Albion Planning Commission, created and operating under the provisions of the Michigan Enabling Act (Public Act 33 of 2008), possess the powers and functions required for comprehensive planning, initiating zoning amendments, granting special use permits, and planned unit developments.

In accordance with Article IX of the adopted Bylaws of the Planning Commission, an annual report is to be presented to the City Council by the first day of April of each year that highlights the activities of the previous fiscal year. This report addresses the status of the master Plan, overview of 2016 activities and goals for 2017.



**PLANNING COMMISSION ANNUAL REPORT 2016**  
**City of Albion, MI**

# **By – Laws for City of Albion Planning Commission**

Adopted: March 2, 1967

Amended: February, 1979

Revised and adopted: August 20, 1991



# PLANNING COMMISSION ANNUAL REPORT 2016

## City of Albion, MI

### By-Laws for City of Albion Planning Commission

- I. ARTICLE AREA
- II. ARTICLE POWERS AND PURPOSES
- III. ARTICLE MEMBERSHIP AND PRESNETATION
- IV. ARICLE COMMISSION MEETINGS
- V. ARTICLE OFFICERS
- VI. ARTICLE COMMITTEES
- VII. ARTICLE COMPENSATION
- VIII. ARTICLE FISCAL YEAR
- IX. ARTICLE ANNUAL REPORT
- X. ARTICLE AMENDMENT OF BY-LAWS
- XI. ARTICLE RULES OF PROCEDURE

# PLANNING COMMISSION ANNUAL REPORT 2016

## City of Albion, MI

### Albion City Planning Commission By-Laws

Adopted by the City Planning Commission, pursuant to Act 285, Public Acts of 1931, as amended.

#### ARTICLE 1- AREA

The area served by the City Planning Commission shall include all lands legally included within the present boundaries of the City of Albion, and any areas outside of its boundaries, in the Commission's judgment, bear relation to the planning of the municipality.

#### ARTICLE II – POWERS AND PURPOSES

##### Section 1 – Powers

The Albion Planning Commission shall have all powers vested in it by the City Charter and State statutes, including, but not limited to the Municipal Planning Act (P.A. 285 of 1931, as amended) and the City or Village Zoning Act (P.A. 207 of 1921, as amended). In addition, the Commission shall have the application according to the program regulations, pursuant to City Council resolution #90-5.

##### Section 2 – Purposes

The purposes of the Commission shall be:

- A. To prepare a plan to guide the physical development of the City of Albion and to continually keep it up to date thereafter.
- B. To promote the adoption and execution of such plans by the City, school, county and other governments and agencies responsible for making public or other improvements in the City Municipality.
- C. To effect economies in the City through the recommendation of a wise expenditure of funds to provide for sound development.
- D. To encourage and assist public and private agencies in improving the attractiveness of the City Municipality.
- E. To work toward a “planned community” for the City by officially adopting a plan to guide the physical development of the community.
- F. To further cooperation between governmental and private agencies toward these ends.

#### ARTICLE III- MEMBERSHIP AND PRESENTATION

##### Section 1 – Membership Composition

The Commission shall be composed of nine (9) members, and shall be comprised of the Mayor, a member of the City Council who shall be appointed annually in the month of December, an administrative officer of the City, and six (6) persons who possess the qualifications of membership.

##### Section 2 – Membership Qualifications

All members shall be residents of the City, provided that with the consent of City Council, one member may be a non-resident of the City who has an interest in the planning of the general area of which the City of Albion is a part. The members shall represent, as much as possible, different professions and occupations, and different areas within the City, provided that all members shall have an interest in the overall betterment of the City.

##### Section 3 – Terms of Office

All members shall serve for three (3) year terms, unless filling an unexpired term, except as specified in these by-laws and City Charter.

# PLANNING COMMISSION ANNUAL REPORT 2016

## City of Albion, MI

### Section 4 – Selection of Members

The Mayor of the City of Albion, with the advice and consent of the Albion City Council shall appoint the members of the Commission.

### Section 5 – Conflict of Interest

All Commission members shall have the right and responsibility to participate and vote on all Commission business, unless a conflict of interest exists. Any member who has a direct interest in any matter before the Commission shall disclose his/her interest prior to the Commission taking any action with respect to the matter. This disclosure shall become part of the record of the Commission's official proceedings, and the interested Commission shall further refrain from participation in the Commission's proceedings relating to the matter.

### Section 6 – Removal

The Commission may recommend to the City Council the removal of any regular or ex-officio member from the Commission for non-performance of duty or habitual absenteeism. Unexcused absences of Commission members for three (3) or more consecutive Commission meetings or for more than one-third of the Commission meetings during any calendar year will be sufficient cause for removal from the Commission. An unexcused absence is one in which the Commission member does not notify the Planning Department office by 5:00 p.m. on the day prior to the meeting date that he or she will not be present for the meeting.

## **ARTICLE IV – COMMISSION MEETINGS**

### Section 1 – Meetings

Regular Meetings of the Commission shall be held at least once each month at the time and place to be designated by the Commission, and special meetings may be held, as needed, upon the call of either the Chair or any three (3) Commission members.

### Section 2 – Open Meetings

All meetings of the Commission shall be conducted in accordance with the Open Meetings Act (P>A. 267 of 1976) including applicable notice requirements.

### Section 3 – Quorum

Five (5) members of the Commission shall constitute a quorum to take action at any Commission meetings. A majority of the members present at the meeting shall constitute the action of the Commission, unless stated otherwise by these by-laws, City Charter, the Code of Ordinances, or State or Federal statutes.

## **Article V – Officers**

### Section 1 – Officers

The officers of the Commission shall consist of a Chair, Vice-Chair, and Secretary. All officers shall be elected in January of each year from the Commission membership, provided that the duties of the office of Secretary may be assumed by City staff upon a mutual agreement between staff and the Commission. Each officer shall serve for a period of one (1) year, or until successors are elected. Such officers shall be elected by a majority vote of the membership of the Commission present at the time of the election.

### Section 2 – The Chair

The Chair shall be the chief executive officer of the Commission; and shall preside at all meetings of the Commission. The Chair shall appoint all committees or advisory committees established by the Commission and shall be an ex-officio voting member of all committees. The Chair shall have a vote of all resolutions as a

# PLANNING COMMISSION ANNUAL REPORT 2016

## City of Albion, MI

commissioner, and shall sign all resolution, contracts, or legal other documents authorized by the Commission.

### Section 3 – The Vice Chair

- A. In the event that the office of Chair becomes vacant by death, resignation, or otherwise, the Vice-Chair shall serve as Chair until a new Chair is elected.
- B. In the event of the absence of the Chair or his/her inability to discharge the duties of the office, such duties shall, for the time being, be assumed by the Vice-Chair.

### Section 4 – The Secretary

The Secretary shall perform the usual duties of the office and such other duties as the Commission may direct.

- A. The Secretary shall attend all meeting of the Commission and shall maintain the official minute books and records of the Commission, which shall be stored in the City Planning and Community Development Office.
- B. The Secretary shall be responsible for all correspondence and notices pertaining to meetings and official acts of the Commission.

## **ARTICLE VI – COMMITTEES**

Section 1 – Committees of the Commission. The Commission may appoint committees to collect information, to carry out commission work, and/or to make recommendations to the Commission. These committees may be short – or long-term in nature, according to the will and intent of the Commission. These committees may consist solely of Commission members, or may include governmental officials and individuals whose experience, training and interest in the Commissions work qualifies them to lend valuable assistance to the Commission. Each committee and each member thereof, shall serve at the pleasure of the Commission.

Section 2 – Committee Meetings. The meetings of any committees of the Commission shall not be subject to the notice and Open Meetings Act requirements of Commission meetings, unless a quorum of Commission members are members of said committee.

## **ARTICLE VII – COMPENSATION**

No members of the Commission shall receive any compensation for his work, but the Commission may expend monies appropriate by the City for training, technical services and incidental expenses.

## **ARTICLE VIII- Fiscal Year**

The fiscal year of the Commission shall correspond to the fiscal year of the City of Albion

## **ARTICLE IX- ANNUAL REPORT**

The Commission shall, before the first day of April of each year, submit to the City Council, a written report of its activities covering the previous fiscal year.

## **ARTICLE X - AMENDMENT OF BY-LAWS**

These by-laws, in whole or in part, may be altered, amended, added to or repealed by a vote of 2/3 of the Commission members at any regular or special meeting, provided that notice of the proposed alterations, amendment or repeal shall be submitted by mail to all members of the commission at least fifteen (15) days before the regular or special meeting of the Commission at which they are to be considered.

## **ARTICLE XI-RULES OF PROCEDURE**

The Planning Commission meetings shall be conducted in an orderly manner which facilitates decision-making and information flow. The rules of parliamentary practice as set forth in “Robert’s Rules of Parliamentary Procedure” shall govern in all cases in which, in the Chair’s judgment, formality is necessary to conduct meetings according to these standards.



# PLANNING COMMISSION ANNUAL REPORT 2016

## City of Albion, MI

*The Continuation of the 2016 City of Albion Planning Commission Annual Report*

### **2016 Meetings** (MPEA requires four meetings annually)

The City of Albion Planning Commission met eight (8) times. This meets the requirements of the MPEA. Meetings held on the 3<sup>rd</sup> Tuesday of each month at 7pm in Council Chambers

March 15<sup>th</sup>, 2016  
April 19<sup>th</sup>, 2016  
June 28<sup>th</sup>, 2016  
August 16<sup>th</sup>, 2016  
September 20<sup>th</sup>, 2016  
October 18<sup>th</sup>, 2016  
November 15<sup>th</sup>, 2016  
November 28<sup>th</sup>, 2016  
December 20<sup>th</sup>, 2016

**Purpose of the Planning Commission** - The purposes of the Planning Commission include:

- Preparing a plan to guide the physical development of the City of Albion, and to continually keep it up to date thereafter.
- Promoting the adoption and execution of such plans by the City, school, county, and other governments and agencies responsible for making public or other improvements in the City Municipality.
- Effecting economics in the City through the recommendation of a wise expenditure of funds to provide sound development.
- Encouraging and assisting public and private agencies in improving the attractiveness of the City Municipality.
- Working toward a “planned community” for the City by officially adopting a plan to guide the physical development of the community.
- Furthering cooperation between governmental and private agencies toward these ends.

### **MASTER PLAN**

#### **Purpose of a Master Plan**

MCL 125.381 describes the role of a planning commission is to make and approve a master plan as a guide for development within the planning jurisdiction. In preparation of a Master Plan, the planning commission is required to:

- (a) Make careful and comprehensive surveys and studies of present conditions and future growth within the planning jurisdiction with due regard to its relation to neighboring jurisdictions.
- (b) Consult with representatives of adjacent local units of government in respect to their planning so that conflicts in master plans and zoning may be avoided.



# PLANNING COMMISSION ANNUAL REPORT 2016

## City of Albion, MI

- (c) Cooperate with all departments of the state and federal governments, public transportation agencies, and other public agencies concerned with programs for economic, social, and physical development within the planning jurisdiction and seek the maximum coordination of the local unit of government's programs with these agencies.

In the preparation of the master plan, the planning commission may meet with other governmental planning commissions or agency staff to deliberate.

**First Step - Notice of Intent to Plan** - The Coordinated Planning Act requires municipalities that are in the process of amending or adopting a new master plan are to request cooperation and comments from adjacent communities to assist in the planning process. Notices must be sent by first class mail to:

- Planning commissions (or legislative body) of every township, village, or city located within or contiguous to the city.
- County or Regional Planning Commission
- Any railroad company or public utility that registers for such notice
- Other governmental entities may include: Downtown Development Authorities, Tax Increment Finance Authorities, school boards, road commissioners and other local governmental units

### City of Albion - Comprehensive Plan

In 1990, the City of Albion adopted a comprehensive plan, which updated the original plan that was adopted in 1964. There was a particular emphasis on land use, particularly related to zoning, economic development, the provision of utilities, and capital improvements. The Comprehensive Plan for the City of Albion was again updated in 2000, in order to reflect upon, reassess, adjust or affirm previous planning goals and objectives.

Between 2011 and 2014, the Planning Commission has initiated steps to again update the Comprehensive Plan as the master planning document for the City of Albion. The following committees were established to address specific areas:

- Community Profile
- Land Use and Planning
- Infrastructure and Community Service
- Vision and Goals

Some recommendations have already been incorporated into the most recent draft document. A review of the Planning Commission minutes for this period of time indicates that the following areas still require attention:

- A community visioning process to identify the strengths, weaknesses, goals, and objectives to address the needs of the community for the next 10-20 years.
- Updating the census and geographic data
- Updating the housing inventory
- Updated surveys and maps of community facilities and community amenities
- Land use maps - updating for future land use and zoning

# PLANNING COMMISSION ANNUAL REPORT 2016

## City of Albion, MI

### Appendix 1: 2017 Comprehensive Plan Goals and Objectives

Goals and objectives are not ranked, because each is a high priority. Progress will be reviewed by the Planning Commission on a quarterly basis.

#### Goal 1

Retain and attract jobs to Albion by supporting business growth, development, and attraction

Objectives:

- Encourage broader participation with local stakeholders (public, private, non-profit, higher education, civic, and business) in the formulation of Albion's economic diversification strategy (1-3 years)
- Work with the EDC to strengthen Albion's workforce development network and connect Albion's talent base with employment opportunities (e.g. partnering with Michigan Works, Albion College Career & Internship Center, etc.) (1-3 years)
- Continue support for programs and initiatives that foster entrepreneurship (e.g. promote Albion business incubators and encourage entrepreneurship among all segments of the population, including minorities, women, youth,) (1-10 years)
- Work closely with the Albion EDC, Chamber and other partner entities to support local businesses with a proactive business retention and development strategy (1-3 years)
- Work with the Albion EDC, businesses, developers, and others to encourage reuse and redevelopment of brownfield sites (1-10 years)
- Highlight the progress of Albion's economic development strategy within the framework of the City's comprehensive marketing strategy (1-10)
- Take all of the necessary steps to have Albion certified by the Michigan Economic Development Corporation as a Redevelopment Ready Community (1-2 years)

#### Goal 2

Deliver high-quality municipal services that improve the quality of life in Albion

Objectives:

- Take all of the necessary steps to have Albion certified by the Michigan Economic Development Corporation as a Redevelopment Ready Community (1-2 years)
- Develop/formalize a Public Services Plan to determine needed enhancements in city administration, public safety, community health, and overall municipal services. (1-5 years)
- Develop a Capital Improvements Plan to enhance and maintain quality technological and physical infrastructure. Infrastructure includes: Roads and sidewalks; parking; water, sewer, and storm sewer utilities, dam and millrace removal (1 year)
- Evaluate and implement appropriate fiber optic communications and other emerging technology infrastructure in order to address the current and future needs of the community's diverse array of stakeholders (1-5 years)

#### Goal 3

Achieve consistency between the existing zoning code and the City's long-term goals for housing, commercial, and industrial development

Objectives:

- Evaluate and implement changes in the zoning code and map that are necessary to achieve desired and use patterns and align with the goals of the Comprehensive Plan (1-2 years)
- Adopt and update standards in the zoning ordinance to improve non-motorized transportation and promote and encourage green infrastructure (1-2 years)



# PLANNING COMMISSION ANNUAL REPORT 2016

## City of Albion, MI

- Take all of the necessary steps to have Albion certified by the Michigan Economic Development Corporation as a Redevelopment Ready Community (1-2 years)

### Goal 4

Strengthen and beautify Albion's neighborhoods

Objectives:

- Develop and implement a neighborhood revitalization strategy to eliminate blight, improve public safety and environmental health, and strengthen residential areas as well as former industrial sites that are in close proximity to neighborhoods (1-10 years)
- Work with private and nonprofit housing developers and others to encourage infill forms of development and the redevelopment of vacant, underutilized and brownfield sites (1-10 years)
- Expand, diversify and market housing options to meet the needs of residents of varying life stages, life styles and income levels (e.g. Senior/retirement living, College corridor neighborhood, downtown lofts, affordable and low income housing, etc.) (1-10 years)
- Develop and implement a certification/registration program for rental and vacant properties (1-2 years)
- Identify neighborhood groups who can serve as ambassadors and champions for their respective areas (1-3 years)
- Highlight progress and achievements as part of the City's comprehensive marketing strategy (1-10 years)

### Goal 5

Stabilize the downtown, enhance its historic character, and support its economic growth

Objectives:

- Find creative ways to increase the number of Downtown Development Authority (DDA) initiatives (1-3 years)
- Explore the establishment of a Local Historic District study committee (1 year)
- Analyze and evaluate the City's parking situation and create a plan for improving parking management and balancing parking space supply with demand (1-3 years)
- Maintain a robust nonprofit sector, while monitoring the balance between nonprofit and revenue generating development in the downtown district, in order to expand and build the tax base (1-3 years)
- Attract commercial development to the downtown that will serve the needs of the community and complement the existing mix of businesses (e.g. restaurants, retail, entertainment, etc.) (3-5 years)
- Continue to create incentives and attractions for residents, college students and tourists to visit the downtown (e.g. Hotel, Bohm Theater, Kids N Stuff, the Ludington Center) (1-5 years)
- Highlight progress of downtown development efforts within the context of the City's comprehensive marketing strategy (1-10 years)

### Goal 6

Support and strengthen a Pre K-16 education system for the community

Objectives:

- Continue joint meetings with Marshall Public Schools, Albion College, other area schools and community partners to assess, document and support a comprehensive, "post-annexation" K-16 education strategy (ongoing)
- Strengthen and promote City programs (summer and after school tutoring, the arts, recreational programs, etc.) that support youth in and around Albion (1-5 years)



# PLANNING COMMISSION ANNUAL REPORT 2016

## City of Albion, MI

- Utilize Albion College and other institutions of higher education to support college preparation and access. Strengthen the Albion College Access Network. (1-3 years)
- Highlight progress and successes in the educational arena as part of the City's comprehensive marketing strategy (1-10 years)

### Goal 7

Build capacity and a network of organizations and services to address poverty and meet the needs of residents who cannot afford basic services

Objectives:

- Update comprehensive community needs assessments and asset maps to identify assets and determine needs (1-2 years)

### Goal 8

Improve Albion's transportation network to accommodate and promote various modes, including walking, biking, automobiles, passenger rail and public transportation

Objectives:

- Develop a motorized public transportation plan working in conjunction with the Calhoun County Transit system, Albion-Marshall Connector and other strategic partners (1-5 years)
- Develop a non-motorized travel plan (1-5 years)
- Encourage walking, biking and other recreation by strengthening Albion's non-motorized trail network within the city as well as its connections with the region's non-motorized network (e.g. Iron-Belle Trail, North Country Trail, Kalamazoo River Water Trail, etc.) (1-3 years)
- Establish Albion as a "Trail Town" (1-2 years)
- Fortify relationships with MDOT, AMTRAK, Greyhound and regional transportation partners and authorities to coordinate improvements to major streets and public transit systems (1-5 years)
- Highlight progress, achievements, and testimonials as part of the City's comprehensive marketing strategy (1-10 years)

### Goal 9

Focus planning and resources to enhance and transform the city's major corridors

Objectives:

- Develop a Corridor Improvement Plan that strengthens the visual and physical connections between the Downtown Commercial District, Albion College, the I-94 Business Corridor, and Austin Avenue, and the south entrance on M-99. (1-5 years)
- Enhance the City's major gateways (as described above) with appropriate landscaping, streetscaping, and signage (1-10 years)
- Explore the possibility of establishing a Corridor Improvement Authority (1-2 years)
- Work with surrounding communities to extend/connect Albion's major corridors to the region (e.g. establishing an MLK corridor between Albion and Marshall, and complementing corridors with nonmotorized, regional trail systems) (1-5 years)
- Highlight progress and achievements as part of the City's comprehensive marketing strategy (1-10 years)



# PLANNING COMMISSION ANNUAL REPORT 2016

## City of Albion, MI

### Goal 10

Forge local, regional and global collaborations that support the City of Albion -- its people, its needs and its opportunities.

#### Objectives

- Work in collaboration with local and regional partners and AmeriCorps VISTA volunteers to assess community needs, increase organizational capacity and expand access to education, health care, quality food, economic opportunity and the overall quality of life for all residents (1-3 years)
- Develop a local food culture through increased access to healthy food and nutrition education that utilizes community resources including businesses, farms, community gardens, farmers market, food hub, and other organizations (1-5 years)
- Strengthen and increase the number of strategic collaborations with global partners (e.g. Noisy-le-Roi and Bailly, France, the Albion College/Global Liberal Arts Alliance, etc.) that bring international perspective and attention to Albion (1- 5 years)
- Develop and utilize a Partnership & Collaboration Agreement with appropriate community partners (tbd) to further define goals, objectives and roles (1-3 years)
- Develop a comprehensive marketing strategy, working in collaboration with partner entities, to promote Albion as a desirable place in which to live, play, study, and invest (1-5 years)

### Goal 11

Support networks and systems that promote healthy living

#### Objectives:

- Partner with the Food Hub and other local organizations to increase access to healthy, affordable and nutritious food (1-3 years)
- Partner with the Food Hub and other local organizations to promote food security and public health by encouraging and supporting locally-based food production and distribution, e.g. the Farmers Market and community gardens (1-5 years)
- Partner with various healthcare providers, patient advocacy groups, transportation services, AmeriCorps VISTA, and other stakeholders to support healthcare access and wellness programming in Albion (1-3 years)
- Enhance safe walking and cycling routes for citizens through transportation, land use, and design decisions (1-5 years)

# PLANNING COMMISSION ANNUAL REPORT 2016

## City of Albion, MI

### Development Review in 2016

| Project Type                                    | Location     | Description   | Status  | Date of Action |
|---|--------------|---|---|----------------|
| Albion College Sports Facility Site Plan Review | 407 S Hannah | <ul style="list-style-type: none"> <li>•A new entrance and ticket shelter to be constructed</li> <li>•Existing baseball and softball fields to be reoriented, with new dugouts, backstop, perimeter fencing, bleachers and press box.</li> <li>•Three (3) storage/mechanical areas under bleachers, gross sq. ft. 1,869</li> <li>•Four (4) dugouts, gross sq. ft. 2,864</li> <li>•Baseball bleacher seating capacity-361</li> <li>•Softball bleacher seating capacity-361</li> <li>•Natural grass soccer/lacrosse field to be renovated with synthetic turf, new ornamental fence and pillars, a practice hitting wall, bleachers, press box, scoreboard and field lighting.</li> <li>Soccer-Lacrosse bleacher seating capacity: 578</li> <li>•Concrete and brick paver walks to connect the fields.</li> <li>•Existing parking lots will be paved with asphalt (alternative listed for gravel parking).</li> <li>•Replace old bleachers with new bleachers, will have a CMU block enclosures.</li> </ul> | Approved with contingent of erosion permit from Calhoun County and parking area an improved surface | March 15       |

# PLANNING COMMISSION ANNUAL REPORT 2016

## City of Albion, MI

|  |                   |  |   |                                  |
|--|-------------------|--|---|----------------------------------|
| Special Use Permit Application #2016-31<br>Albion Downtown Hotel LLC   | 200 S Superior St | Proposed three story hotel and parking lot | Approved  | June 28 <sup>th</sup> , 2016     |
| Site Plan Review Application #2016-32<br>Albion Downtown Hotel LLC   | 200 S Superior St | Proposed three story hotel and parking lot | Approved with <ul style="list-style-type: none"> <li>•Approval from the County for the storm water runoff report.</li> <li>•Application of variance for interior parking green space and exterior belt of parking lot green space</li> <li>•Correct 2nd loading dock in drawing</li> <li>•Detail lighting that is properly shielded</li> <li>•Alleyways that need to be vacated</li> <li>•All parcels combined into one parcel</li> </ul> | June 28 <sup>th</sup> , 2016     |
| Consideration/Approval of Recommendation of 5 year (2017-2021) Comprehensive Plan – Phase 1 to Albion City Council | N/A               |  | Approved Recommendation   | November 28 <sup>th</sup> , 2016 |

# PLANNING COMMISSION ANNUAL REPORT 2016

## City of Albion, MI

### Variations in 2016

*(Review actions taken by the Board of Zoning Appeals; request summary from BZA)*

| Variance Type  | Location   | Description   | Status  | Date of Action                |
|--|--|---|---|-------------------------------|
| Setback  | 1014 Fitch St                                      | Accessory structure/garage to be erected on the south side of the premises without meeting the required side yard setback of five (5) feet from property line..   | Approved the three (3) foot variance  | April 12 <sup>th</sup> , 2016 |
| Reduction in Green Strip Case #2016-038                      | 200 S Superior Street, Block 52, Lots 1 through 12 | Reduction in green strip required between parking lot and property line along W Center St by two (2) feet to a width of eight (8) feet and a reduction of seven (7) feet along S Clinton St to a width of three (3) feet. | CARRIED – unanimously to approve the variance request for reduction in width of the green strip required between parking lot and property line along W. Center St. by two (2) feet to a width of eight (8) feet and a reduction of seven (7) feet along S. Clinton St. to a width of three (3) feet for the Albion Hotel, LLC   | July 26 <sup>th</sup> , 2016  |
| Reduction of interior parking lot green space Case #2016-039 | 200 S Superior Street, Block 52, Lots 1 through 12 | Reduction of interior parking lot green space required in order to allow for required number of parking spaces.   | CARRIED, unanimously to approve the variance request for Variance is requested for reduction of interior parking lot green space required in order to allow for required number of parking spaces. Interior parking are is 24,424 square feet. Green space required for said sq. ft. is 1,362 sq. ft. Proposed parking lot has four landscaped islands located at the ends of the parking lanes that provide 200 sq. ft. each for a total of 800 sq. ft. Requesting a reduction of 562 sq. ft. of interior landscaping for the Albion Hotel, LLC. | July 26 <sup>th</sup> , 2016  |

# PLANNING COMMISSION ANNUAL REPORT 2016

## City of Albion, MI

### Actions by legislative body in 2016

August 16<sup>th</sup> 2016 – CARRIED, to approve current comprehensive plan that may change due to additional input, comments and edits of the Consideration/Approval of Recommendation of 5 year (2017-2021) Comprehensive Plan – Phase 1 (Voice Vote)

Consideration/Approval of Recommendation of 5 year (2017-2021) Comprehensive Plan- Phase 1 to Albion City Council approved November 28<sup>th</sup>, 2016 (Voice Vote)

November 28<sup>th</sup>, 2016 – CARRIED, add clarification language in Appendix 1 as follows: State that all goals and objectives are not ranked but all are high priority and will be reviewed by the Planning Commission on a quarterly basis for progress. (Voice Vote)

November 28<sup>th</sup>, 2016 – CARRIED, to strike the word “proposed” on page 40 for the Heritage River Water Trail as this is already an established project. (Voice Vote)

November 28<sup>th</sup>, 2016- CARRIED, to change the Pottawatomi Resource and Development Council to the Pottawatomi Resource Conservation and Development Council. (Voice Vote)

November 28<sup>th</sup>, 2016 – CARRIED, to change Page 40-4<sup>th</sup> paragraph-second line should read – Trails are good “for” the health of local residents. (Voice Vote)

November 28<sup>th</sup>, 2016 – CARRIED, to add “take all of the necessary steps to have Albion certified by the Michigan Economic Development Corporation as a Redevelopment Ready Community” to goals one (1) and three (3) as objectives. (Voice Vote)

November 28<sup>th</sup>, 2016 – CARRIED, to change page 39, I-94 Business loop runs east not west on Austin Avenue. (Voice Vote).

November 28<sup>th</sup>, 2016 -CARRIED, to Approve Recommendation of 5 year (2017-2021) Comprehensive Plan Phase I to Albion City

Council with the following changes:

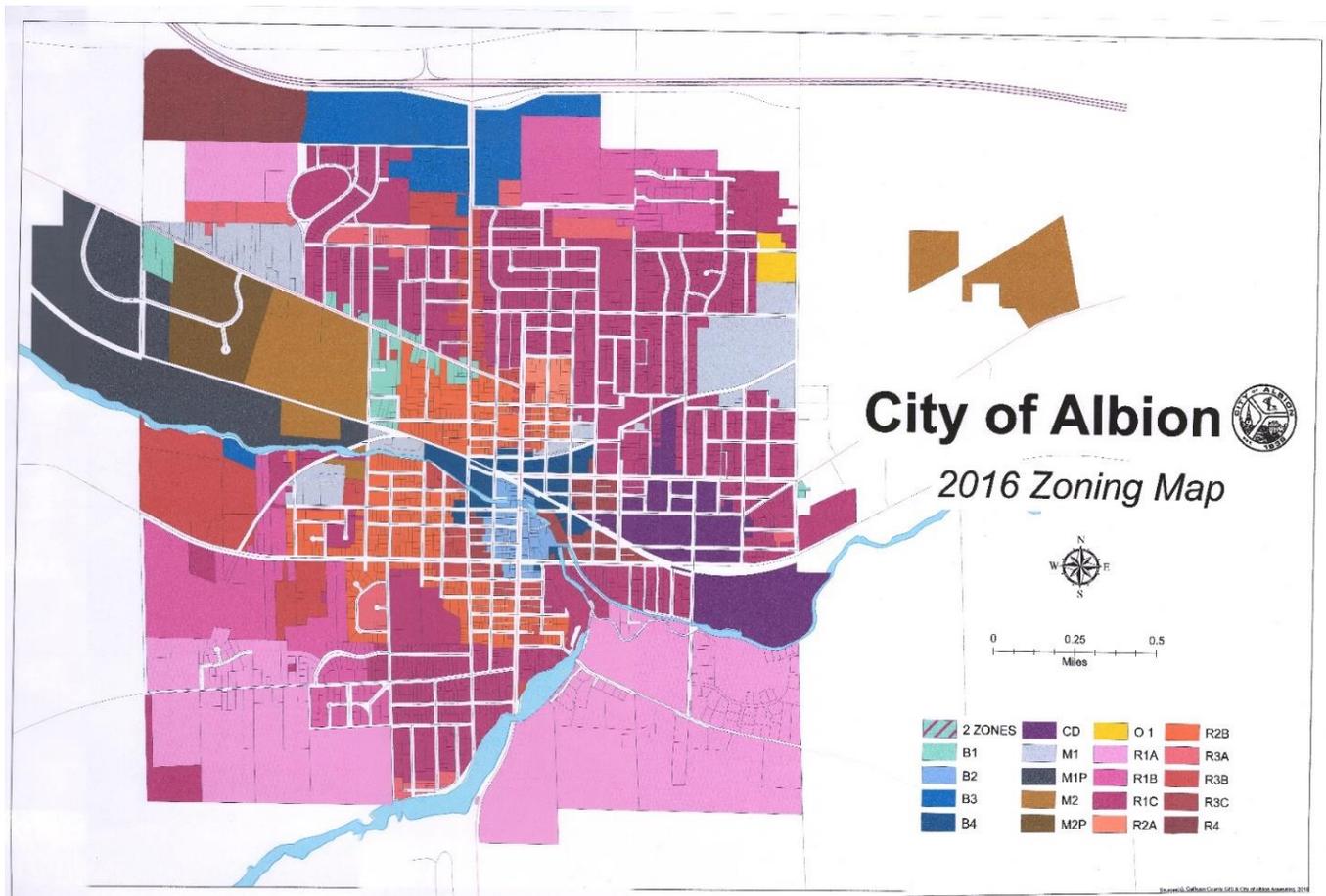
1. Add clarification in Appendix 1-State that all goals and objectives are not ranked but all are a high priority and will be reviewed by the Planning Commission on a quarterly basis for progress.
2. Page 40-strike “proposed” for the Heritage River Water Trail and this is already an established project.
3. The Pottawatomi Resource and Development Council should be the Pottawatomi Resource Conservation and Development Council.

# PLANNING COMMISSION ANNUAL REPORT 2016

## City of Albion, MI

4. Page 40-4<sup>th</sup> paragraph-second line should read-Trails are good “for” the health of local residents.
5. Page 43-Appendix 1-Add “Take all of the necessary steps to have Albion certified by the Michigan Economic Development Corporation as a Redevelopment Ready Community” to goals one (1) and three (3) as objectives.

### Zoning map



### Joint Meetings in 2016

| Boards                                      | Date              | Discussion                                       |
|---|-------------------|--|
| Albion City Council and Planning Commission | August 16th, 2016 | Albion College Downtown Housing Development Plan |

# INTRODUCTION

## GENERAL PROCEDURES

### Single-family Residences:

For the convenience of the assessor, single-family detached houses have been divided into six major "Classes" that fit the specifications which he or she is most likely to find in the community. The classes range from the lowest quality level, D, through the highest quality level, A. Below is a listing of the six classes and the most common identification names for each.

| Usual Class | Usual Identification |
|-------------|----------------------|
| A           | Architect built      |
| B           | Custom built         |
| BC          | Standard deluxe      |
| C           | <b>Standard</b>      |
| CD          | Tract type           |
| D           | Economy              |

To aid in the proper selection of the class of construction, use the Guide "How to Determine Class of Construction" (Page 14). Photographs, specifications and cross sectional sketches appear at the beginning of each class. All required cost data, including building costs and adjustments, are provided for each class. Unit-in-Place costs and land improvements for each class are provided beginning on Page 179.

Further refinement of the schedules above, such as D -10% or B -10% are a practical means of adjusting the base schedule rates to fit some of the endless degree of quality standards found in houses. To standardize the most common adjustments for the schedules used by assessors and appraisers, the following guide may be used. Observance of the suggested increments in the guide will eliminate accidental overlapping such as C -10%.

Typical adjustment increments for a 1-story, 1,000-square-foot brick house with a basement are as follows:

| Class by Assessor | Percent of "C" | Class by Assessor | Percent of "C" |
|-------------------|----------------|-------------------|----------------|
| A +10%            | 238%           | C +10%            | 110%           |
| A                 | 216%           | C +5%             | 105%           |
| A -10%            | 195%           | C                 | 100%           |
| B +20%            | 171%           | C -5%             | 95%            |
| B +10%            | 156%           | CD                | 90%            |
| B                 | 142%           | D +10%            | 82%            |
| B -5%             | 135%           | D                 | 74%            |
| B -10%            | 128%           | D -10%            | 67%            |
| BC                | 121%           |                   |                |

The percentage relationships may not hold true for all square foot sizes, story heights or types of exterior finish.

### Other Considerations:

Sometimes a garage (usually a detached garage) does not match the quality of the house. In this instance, the appraiser should select the garage costs from that class schedule which gives the best indicator of cost new.

Since there are many possible dimensions for a residence with a given ground area, and because the wall area depends upon the perimeter of the residence, it is important to know how many linear feet of wall for each increment of ground area are considered "typical". The following table shows the linear feet of wall included as typical in base costs for each increment of ground area:

| AREA/LINEAR FOOT TABLE |                  |      |                  |      |                  |
|------------------------|------------------|------|------------------|------|------------------|
| Area                   | Lin. Ft. of Wall | Area | Lin. Ft. of Wall | Area | Lin. Ft. of Wall |
| 400                    | 82               | 1900 | 187              | 3400 | 257              |
| 450                    | 86               | 1950 | 190              | 3450 | 259              |
| 500                    | 90               | 2000 | 191              | 3500 | 260              |
| 550                    | 94               | 2050 | 194              | 3550 | 262              |
| 600                    | 99               | 2100 | 197              | 3600 | 263              |
| 650                    | 102              | 2150 | 201              | 3650 | 265              |
| 700                    | 107              | 2200 | 204              | 3700 | 266              |
| 750                    | 111              | 2250 | 205              | 3800 | 269              |
| 800                    | 115              | 2300 | 208              | 3900 | 272              |
| 850                    | 118              | 2350 | 211              | 4000 | 275              |
| 900                    | 122              | 2400 | 214              | 4100 | 278              |
| 950                    | 126              | 2450 | 217              | 4200 | 281              |
| 1000                   | 129              | 2500 | 218              | 4300 | 283              |
| 1050                   | 133              | 2550 | 221              | 4400 | 286              |
| 1100                   | 137              | 2600 | 224              | 4500 | 289              |
| 1150                   | 140              | 2650 | 227              | 4600 | 292              |
| 1200                   | 143              | 2700 | 229              | 4700 | 294              |
| 1250                   | 147              | 2750 | 230              | 4800 | 297              |
| 1300                   | 150              | 2800 | 233              | 4900 | 300              |
| 1350                   | 154              | 2850 | 236              | 5000 | 303              |
| 1400                   | 156              | 2900 | 239              | 5100 | 305              |
| 1450                   | 160              | 2950 | 241              | 5200 | 308              |
| 1500                   | 163              | 3000 | 244              | 5300 | 311              |
| 1550                   | 167              | 3050 | 246              | 5400 | 313              |
| 1600                   | 168              | 3100 | 248              | 5500 | 316              |
| 1650                   | 172              | 3150 | 249              | 5600 | 318              |
| 1700                   | 175              | 3200 | 251              | 5700 | 321              |
| 1750                   | 179              | 3250 | 252              | 5800 | 323              |
| 1800                   | 180              | 3300 | 254              | 5900 | 326              |
| 1850                   | 183              | 3350 | 256              | 6000 | 328              |

# INTRODUCTION

## GENERAL PROCEDURES . . . Continued

If your residence has significantly more or less than the typical number of linear feet of wall as shown on the previous page, the Base Square Foot Cost may be adjusted as follows:

Step 1 – From class specifications, list the elements included under “exterior wall” and “windows”.

These are the elements whose cost is affected by the perimeter of the building.

Step 2 – From the Unit-in-Place costs, determine the cost per linear foot of wall for each of the elements in Step 1. Since elements for exterior wall are per square foot of wall, multiply by the wall height of 8' to attain cost per linear foot of wall.

Step 3 – Add all the costs in Step 2 to obtain the total cost per linear foot of wall.

Step 4 – From the area/linear foot table, determine the difference between the average number of linear feet of wall and the actual number of linear feet.

Step 5 – Multiply the difference in linear feet (Step 4) by the total cost per linear foot of wall (Step 3).

To incorporate the linear foot of wall adjustment with the Square Foot Cost Method steps, do the following:

\*\*\* Complete Square Foot Cost Method steps A through G (Page 4).

\*\*\*Add or deduct the linear foot of wall adjustment (result of Step 5, above) to the Square Foot Cost in G (Page 4).

\*\*\* Continue Square Foot Cost Method Steps H through J.

### SIZE FOR RATES

The area of the first floor determines the size for selection of Square Foot Costs. A house with 960 square feet on the first floor would be priced from the 950 square foot size cost. The 950 square foot size cost would be multiplied by the actual 960 square foot area. Thus, houses in the size range of 925 to 974 square feet would have a size for rates of 950. Houses in the size range of 975 to 1024 square feet would have a size for rates of 1000. If more precision is required, interpolation can be used.

In the case of mixed story heights, such as part 1-story and part 2-story, the total first floor area determines the size for rates. For example, assume a house with 500 square feet of 2-story and 500 square feet of 1-story. The total size for rates would be 1000 square feet. The rates to be used are both found under the 1000 square foot size as a 1-story house and as a 2-story house.

The area of 2-story is multiplied by the 2-story rate, and the area of 1-story is multiplied by the 1-story rate to determine the undepreciated reproduction cost of the house.

Areas which are priced from a separate schedule are not to be included as first floor area. (Exception: see the procedure for pricing built-in garages.) Thus, porches, breezeways and garages are excluded from the base

costs, but may be added in from the Adjustments and Additions pages.

### EXPANDING TABLES

To estimate replacement costs for residences greater than 3000 square feet for classes C, BC and B, use the following multipliers and apply to the 3000 square foot cost. For class A, apply to the 3600 square foot cost.

| Area (Sq. Ft.) | Class C Multiplier | Class BC Multiplier | Class B Multiplier | Class A Multiplier |
|----------------|--------------------|---------------------|--------------------|--------------------|
| 3100           | .9970              | .9969               | .9976              |                    |
| 3200           | .9940              | .9945               | .9958              |                    |
| 3300           | .9910              | .9921               | .9939              |                    |
| 3400           | .9880              | .9898               | .9920              |                    |
| 3500           | .9850              | .9874               | .9901              |                    |
| 3600           | .9820              | .9850               | .9883              |                    |
| 3700           | .9790              | .9826               | .9864              | .9992              |
| 3800           | .9760              | .9803               | .9845              | .9973              |
| 3900           | .9730              | .9779               | .9826              | .9955              |
| 4000           | .9700              | .9755               | .9808              | .9937              |
| 4100           | .9670              | .9731               | .9789              | .9918              |
| 4200           | .9640              | .9708               | .9770              | .9900              |
| 4300           | .9610              | .9684               | .9751              | .9882              |
| 4400           | .9580              | .9660               | .9733              | .9863              |
| 4500           | .9550              | .9636               | .9714              | .9845              |
| 4600           | .9520              | .9613               | .9695              | .9827              |
| 4700           | .9490              | .9589               | .9676              | .9808              |
| 4800           | .9460              | .9565               | .9658              | .9790              |
| 4900           | .9433              | .9538               | .9630              | .9762              |
| 5000           | .9409              | .9514               | .9606              | .9738              |
| 5100           | .9387              | .9491               | .9583              | .9714              |
| 5200           | .9367              | .9471               | .9563              | .9694              |
| 5300           | .9348              | .9452               | .9544              | .9674              |
| 5400           | .9330              | .9434               | .9526              | .9656              |
| 5500           | .9313              | .9416               | .9508              | .9638              |
| 5600           | .9295              | .9398               | .9489              | .9619              |
| 5700           | .9277              | .9380               | .9471              | .9600              |
| 5800           | .9259              | .9361               | .9452              | .9582              |
| 5900           | .9243              | .9345               | .9436              | .9565              |
| 6000           | .9228              | .9331               | .9421              | .9550              |

### OVERHANGS

Overhangs can be priced from the overhang schedules in the “Adjustments and Additions” sections of each class. These overhang prices are based on the typical “size for rates” for the various classes. If more precision is required, the one-story overhang rate can be estimated by deducting the 1 story rate from the 2-story rate at the desired “size for rates”. A 3/4- and 1/2-story overhang can be estimated using a similar procedure.

When the overhang schedule is used to price living area over a garage, which includes a variation from a gas-fired, forced-air heating system (such as the presence of air conditioning), the variation must be priced as a dollar adjustment from the “Adjustments and Additions” section.

## HOW TO DETERMINE CLASS OF CONSTRUCTION

|                            | <b>Class D<br/>Economy</b>  | <b>Class CD<br/>Tract Type</b>  | <b>Class C<br/>Standard</b>  |
|----------------------------|---|---|--|
|                            | Constructed with cost as the primary determining factor. Materials and workmanship may or may not meet Federal or local building codes. Basement, if present, of minimum head room. | Constructed with materials and workmanship meeting minimum Federal and local building codes. Mass produced from standard plans, or prefabricated. The primary determining characteristic is that the residence is usually found among others of same design or with minor exterior modifications. | Construction with average-quality materials and workmanship from stock-type plans with little or no architectural change. Some interior and exterior aesthetic features available as stock items. Built-ins few and of average quality. Interior surfaces drywall. |
| <b>Exterior Walls</b>      |   |   |  |
| Height                     | 8 feet  | 8 feet  | 8 feet   |
| Sheathing                  | 1/2" insulation board   | 1/2" insulation board   | 1/2" insulation board  |
| Insulation                 | None  | 3-1/2" batt   | 3-1/2" batt  |
| Interior                   | 3/8" drywall  | 3/8" drywall  | 1/2" drywall   |
| <b>Roof</b>                |   |   |  |
| Roofing                    | 210# asphalt shingles   | 235# asphalt shingles   | 235# asphalt shingles  |
| Decking                    | 3/8" plywood  | 3/8" plywood  | 1/2" plywood   |
| Rafters                    | 2" x 4" truss, 24" o.c.   | 2" x 4" truss, 24" o.c.   | 2" x 6" rafters, 16" o.c.  |
| <b>Interior Partitions</b> |   |   |  |
| Partition height           | 8 feet  | 8 feet  | 8 feet   |
| Partition surface          | 3/8" drywall  | 3/8" drywall  | 3/8" drywall   |
| Trim                       | Softwood  | Softwood  | Softwood   |
| <b>Floor finish</b>        |   |   |  |
| Finish                     | Softwood and linoleum or carpet and pad and linoleum  | Softwood and vinyl, carpet and pad and vinyl sheets   | Carpet and pad with underlayment and vinyl sheet   |
| <b>Basement walls</b>      |   |   |  |
| Construction               | 10 course, 8" concrete block  | 10 course, 8" concrete block  | 11 course, 8" concrete block   |
| <b>Basement floors</b>     |   |   |  |
| Concrete                   | 3" floor  | 3-1/2" floor  | 4" floor   |
| Base                       | 3" gravel base  | 4" gravel base  | 4" gravel base   |
| <b>Floor construction</b>  |   |   |  |
| Subfloor                   | 1/2" plywood  | 1/2" plywood  | 1/2" plywood   |
| Joists                     | 2" x 8", 16" o.c.   | 2" x 8", 16" o.c.   | 2" x 10", 16" o.c.   |

## HOW TO DETERMINE CLASS OF CONSTRUCTION

| Class BC<br>Standard Deluxe  | Class B<br>Custom  | Class A<br>Class  |
|--|--|---|
| Constructed with average-quality materials and workmanship using modified stock-type plans. Built-ins of average to better than average quality. Some distinguishing interior and exterior qualities for individuality. Interior surfaces plaster. | Constructed with good-quality materials and workmanship from custom-made plans and specifications. Some built-ins and special interior and exterior features. Interior surfaces plaster. Roof with asphalt shingles. | Constructed with excellent-quality materials and workmanship. Includes many built-ins and special interior and exterior features. Interior wall surfaces are plaster. Roof with better than average shingles. |
| 8 feet   | 8 feet   | 8 feet  |
| 25/32" insulation board  | 5/32" insulation board   | 25/32" insulation board   |
| 3-1/2" batt  | 3-1/2" batt  | 6" batt   |
| Plaster on 1/2" drywall  | Plaster on 5/8" drywall  | Plaster on lath   |
| 290# asphalt shingles  | 290# asphalt shingles  | 290# asphalt shingles   |
| 5/8" plywood   | 5/8" plywood   | 1 x 6" plywood  |
| 2" x 6" rafters, 16" o.c.  | 2" x 8" rafters, 16" o.c.  | 2" x 8" rafters, 16" o.c.   |
| 8 feet   | 8 feet   | 8 feet  |
| Plaster on 1/2" drywall  | Plaster on 5/8" drywall  | Plaster   |
| Hardwood   | Hardwood   | Hardwood  |
| Carpet and pad, hardwood, vinyl tile, ceramic tile   | Carpet and pad, hardwood vinyl tile, ceramic tile  | Carpet and pad, hardwood vinyl tile, ceramic tile, slate  |
| 11 course  | 12" reinforced concrete block  | 12" reinforced concrete block   |
| 12" reinforced concrete block  |  |   |
| 5" floor   | 6" floor   | 6" floor  |
| 6" gravel base   | 6" gravel base   | 6" gravel base  |
| 5/8" plywood   | 5/8" plywood   | 5/8" plywood  |
| 2" x 10", 16" o.c.   | 2" x 12", 16" o.c.   | 2" x 12", 16" o.c.  |

### Exterior Walls

Height  
Sheathing  
Insulation  
Interior

### Roof

### Interior Partitions

Partition height  
Partition surface  
Trim

### Floor finish

### Basement walls

### Basement floors

Concrete  
Base

### Floor construction

Subfloor  
Joists

# GUIDE TO THE CALCULATION OF GROUND AREA LIVING AREA AND WALL AREA

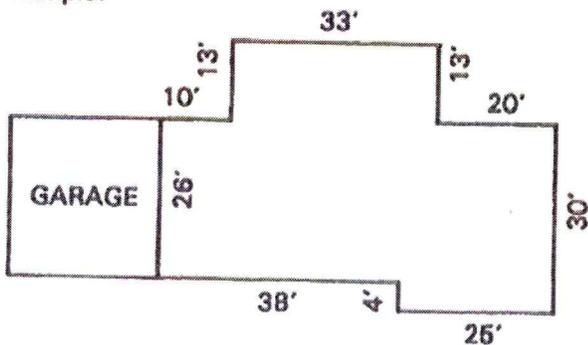
## Calculation of Ground Area

Ground area is defined as the area computed from the exterior dimensions of the ground floor.

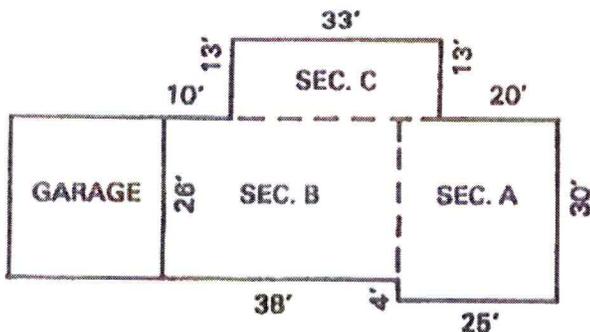
Step 1 – To calculate ground area, measure all exterior dimensions of the ground floor only, excluding garage, and construct a diagram showing these measurements.

**\*Note:** Measurements should be made at a place on the exterior wall where there is exterior finish, NOT at the ground level where there is no exterior finish on the wall. Do not add to the size of a house where owner has installed new siding over old siding.

Example:



Step 2 – Divide the diagram of the ground floor into sections approximating squares or rectangles.

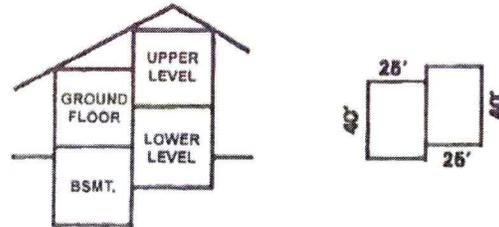


Step 3 – Calculate the area of each square and/or rectangle.

- Section A:  $30' \times 25' = 750$  sq. ft.
- Section B:  $38' \times 26' = 988$  sq. ft.
- Section C:  $33' \times 13' = 429$  sq. ft.
- Ground Area = 2,167 sq. ft.
- Size for Rates = 2,150 sq. ft.

A tri-level home has its ground floor split into two levels. To compute ground area, add the area of the lower level in the bi-level section and the area of the ground floor in the 1-story section.

Example:



Ground Floor:

$$40' \times 25' = 1,000 \text{ sq. ft.}$$

Lower Level:

$$40' \times 25' = 1,000 \text{ sq. ft.}$$

$$\text{Ground Area} = 2,000 \text{ sq. ft.}$$

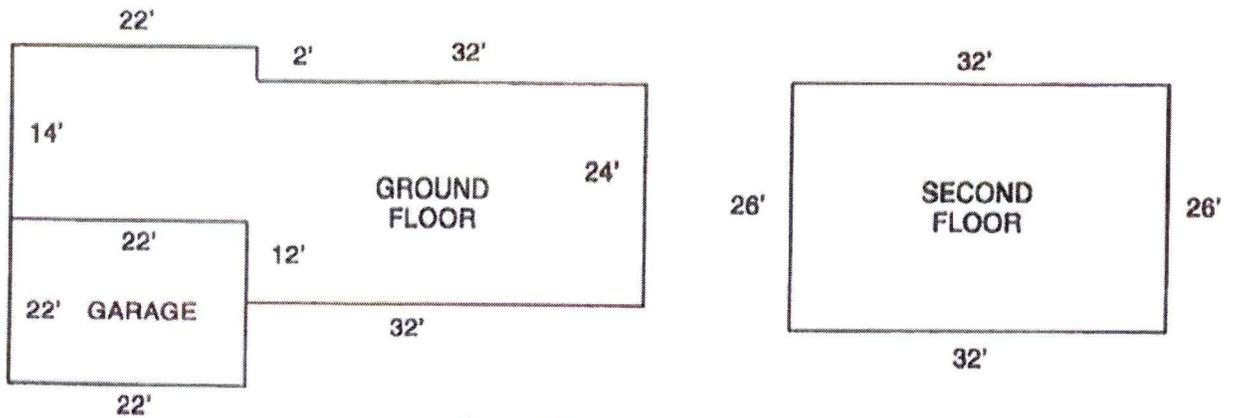
$$\text{Size for Rates} = 2,000 \text{ sq. ft.}$$

## Calculation of Living Area

Living area is defined as the area computed using the exterior dimensions of the entire living area of the residence. Minimum ceiling height of living area is 7 feet.

In a 1-story house, living area and ground area are equal, and calculations are the same as those for ground area. To compute living area in a residence other than 1-story, add the area of the upper floors to the total ground area.

**Example:**  
 (Note: drawing not to scale)



Ground Floor:  
 $24' \times 32' = 768$  sq. ft.  
 $14' \times 22' = 308$  sq. ft.  
 Total = 1,076 sq. ft.  
 Second Floor:  
 $26' \times 32' = 832$  sq. ft.  
 Total Living Area: 1,908 sq. ft.

### CALCULATION OF EXTERIOR WALL AREA

Measure the number of linear feet and the height of all exterior walls, including walls separating attached garage from living area and excluding basement walls and foundation walls.

Multiply wall length by wall height to compute wall area.

**Example:** Calculate wall area of the 2-story residence described above.

Ground floor:  $32' + 24' + 32' + 2' + 22' + 14' + 22' + 12' = 160$  L.F.  $\times$  8' high = 1,280 sq. ft. of wall area

Second floor:  $32' + 26' + 32' + 26' = 116$  L.F.  $\times$  8' high = 928 sq. ft. of wall area

**TOTAL:**  $1,280 + 928 = 2,208$  sq. ft. wall area

## DEPRECIATION TABLE FOR RESIDENCES (All Classes)

| Age | Remaining Condition | Age   | Remaining Condition |
|-----|---------------------|-------|---------------------|
| 1   | 99%                 | 31    | 69%                 |
| 2   | 98%                 | 32    | 68%                 |
| 3   | 97%                 | 33    | 67%                 |
| 4   | 96%                 | 34    | 66%                 |
| 5   | 95%                 | 35    | 65%                 |
| 6   | 94%                 | 36    | 64%                 |
| 7   | 93%                 | 37    | 63%                 |
| 8   | 92%                 | 38    | 62%                 |
| 9   | 91%                 | 39    | 61%                 |
| 10  | 90%                 | 40    | 60%                 |
| 11  | 89%                 | 41    | 59%                 |
| 12  | 88%                 | 42    | 58%                 |
| 13  | 87%                 | 43    | 57%                 |
| 14  | 86%                 | 44    | 56%                 |
| 15  | 85%                 | 45    | 55%                 |
| 16  | 84%                 | 46    | 54%                 |
| 17  | 83%                 | 47    | 53%                 |
| 18  | 82%                 | 48    | 52%                 |
| 19  | 81%                 | 49    | 51%                 |
| 20  | 80%                 | 50    | 50%                 |
| 21  | 79%                 | 51    | 49%                 |
| 22  | 78%                 | 52    | 48%                 |
| 23  | 77%                 | 53    | 47%                 |
| 24  | 76%                 | 54    | 46%                 |
| 25  | 75%                 | 55    | 45%                 |
| 26  | 74%                 | Older | 45%                 |
| 27  | 73%                 |       |                     |
| 28  | 72%                 |       |                     |
| 29  | 71%                 |       |                     |
| 30  | 70%                 |       |                     |

The depreciated condition will be held at 45% as long as the residence is habitable.

Age = Tax Year - date of construction

**Example:** A 2003 assessment is being figured for a building constructed in 1983. The age is 20 years.

The appraiser is to recognize exceptional maintenance, remodeling, replacements and additions in adjusting the % condition from that listed in this table to the actual observed condition. Exceptionally poor maintenance is also to be recognized.



A

ASSESSED VALUE MAY BE DIFFERENT THAN TAXABLE VALUE

Flag: Address: 1201 W ERIE ST

|                           | 3. Tax Info. | 4. PRE: 100 | 5. Misc. | 6. Linked App Info | 7. Attach [0] | 8. Sketches [0] | # of   | T.C.V.  |
|---------------------------|--------------|-------------|----------|--------------------|---------------|-----------------|--------|---------|
| 402 RESIDENTIAL VACANT    |              |             |          |                    |               |                 | 53.640 | 197,902 |
| 402 RESIDENTIAL VACANT    |              |             |          |                    |               |                 | 0      | 0       |
| MARSHAL SCHLS W/ALBN DEBT |              |             |          |                    |               |                 | 0      | 0       |
| 008-W ERIE                |              |             |          |                    |               |                 | 0      | 0       |
| <none>                    |              |             |          |                    |               |                 | 0      | 0       |

PRE: QA- 100% Effective 1995  
 ASSESSED VALUE - 50% OF TCV  
 ROUNDED TO NEAREST \$100

MARKET VALUE OR  
 TRUE CASH VALUE

| Year                        | MBOR Assd. | Final S.E.V. | Total Est. TCV | Tent. Asmt. | Tent. Tax | Final Tax. |
|-----------------------------|------------|--------------|----------------|-------------|-----------|------------|
| 2018 C - NOT YET DETERMINED | 99,000     | 99,000       | 197,902        | 99,000      | 27,734    | 27,734     |
| 2017 C                      | 99,000     | 99,000       | 197,902        | 99,000      | 27,734    | 27,734     |
| 2016 C                      | 63,000     | 63,000       | 126,000        | 63,000      | 17,405    | 17,405     |
| 2015 C                      | 38,400     | 38,400       | 76,800         | 38,400      | 10,174    | 10,174     |
| 2014 C                      | 68,900     | 68,900       | 137,800        | 68,900      | 18,247    | 18,247     |
| 2013 C                      | 68,900     | 68,900       | 137,800        | 68,900      | 18,247    | 18,247     |
| 2012 C                      | 55,100     | 55,100       | 110,200        | 55,100      | 14,825    | 14,825     |
| 2011 C                      | 58,400     | 58,400       | 116,800        | 58,400      | 15,528    | 15,528     |
| 2010 C                      | 68,867     | 68,867       | 137,734        | 68,867      | 18,247    | 18,247     |
| 2009 C                      | 68,867     | 68,867       | 137,734        | 68,867      | 18,247    | 18,247     |
| 2008 S                      | 0          | 0            | 0              | 0           | 0         | 0          |

TAXES BASED ON THIS AMOUNT  
 ANNUAL TAXES = (TAXABLE VALUE \* MILLAGE RATE) + 1% ADMIN FEE

STATE TAX COMMISSION  
ANALYSIS FOR EQUALIZED VALUATION - Real Property

2016-2017  
2016

County: Calhoun City or Township: City of Albion

| Classification of Real Property  | 2016 Unit Ending Assessed Value | No. Pcts.  | Sample          |                | Assessed Value | Study % Ratio      | 2017 Unit Starting True Cash Value | Remarks: Study Type |
|--|---------------------------------|------------|-----------------|----------------|----------------|--------------------|------------------------------------|---------------------|
|  |                                 |            | True Cash Value | Assessed Value |                |                    |                                    |                     |
| <b>Agricultural</b>  |                                 |            |                 |                |                |                    |                                    | NC                  |
| <b>Commercial</b>  | 18,313,800                      | 18         | 3,003,782       | 1,459,000      | 48.57%         | 37,705,991         |                                    | AS                  |
| <b>Industrial</b>  |                                 |            |                 |                |                |                    |                                    | AS                  |
| Enter Estimated or Sales Study Ratio here (for stratification pop) ----> |                                 |            |                 |                |                |                    |                                    |                     |
| IND Stratification Only  | 10,746,900                      | 18         | 9,386,568       | 4,754,500      | 50.65%         | 21,217,966         |                                    |                     |
| MTI Decision   | 826,000                         | 1          | 2,382,736       | 826,000        | 34.67%         | 2,382,736          |                                    |                     |
|  | 11,572,900                      | 19         | 11,769,304      | 5,580,500      | 49.04%         | 23,600,702         |                                    |                     |
| <b>Residential</b>   | 51,102,002                      | 146        | 7,340,716       | 3,434,379      |                | 109,029,234        |                                    | SS                  |
| <b>Timber-Cutover</b>  | -                               |            |                 |                | 46.87%         |                    |                                    | NC                  |
| <b>Developmental</b>   | -                               |            |                 |                |                |                    |                                    | NC                  |
| <b>TOTAL REAL</b>  | <b>80,988,702</b>               | <b>183</b> |                 |                | <b>47.55%</b>  | <b>170,335,927</b> |                                    |                     |

AS Appraisal Study  
SS Sales Study  
CS Sales & Appraisals Combined  
RA Reappraisal  
AU Audit  
CT Class Transfer  
NC None Classified  
ES Estimated Values (Explain)  
NW New Class

Remarks

STATE TAX COMMISSION  
ANALYSIS FOR EQUALIZED VALUATION - Personal Property

County Calhoun City or Township City of Albion Year 2016-2017  
2016

| Classification of Personal Property | 2016 Unit Ending Assessed Value | No. Pcls | Sample          |                | Assessed Value | Study % Ratio | 2017 Unit Starting True Cash Value | Remarks: Study Type |
|-------------------------------------|---------------------------------|----------|-----------------|----------------|----------------|---------------|------------------------------------|---------------------|
|                                     |                                 |          | True Cash Value | Assessed Value |                |               |                                    |                     |
| Agriculture                         | -                               | -        | -               | -              | -              | -             | -                                  | NC                  |
| Commercial                          | 3,650,200                       |          | -               | -              | -              |               | 7,300,400                          | RV                  |
| Industrial                          | 5,850,300                       |          | -               | -              | -              | 50.00%        | 11,700,600                         | RV                  |
| Residential                         | -                               | -        | -               | -              | -              | 50.00%        | -                                  | NC                  |
| Utility                             | 4,372,000                       |          | -               | -              | -              |               | 8,744,000                          | RV                  |
| <b>TOTAL PERSONAL</b>               | <b>13,872,500</b>               |          |                 |                |                | <b>50.00%</b> | <b>27,745,000</b>                  |                     |

SS Sales Study      AS Appraisal Study  
 NC None Classified      AU Audit  
 NW New Class      CT Class Transfer

ES Estimated Values (Explain)  
 RV Review

Remarks

**BEGINNING VALUES FROM COUNTY EQUALIZATION**

|                            | <b>COMMERCIAL</b> | <b>INDUSTRIAL</b> | <b>RESIDENTIAL</b> |
|----------------------------|-------------------|-------------------|--------------------|
| 2014 STUDY FOR 2015 VALUES | 48.79             | 45.94             | 55.53              |
| 2015 STUDY FOR 2016 VALUES | 57.44             | 52.44             | 50.92              |
| 2016 STUDY FOR 2017 VALUES | 48.57             | 49.04             | 46.87              |

City of Albion  
City Council Meeting  
May 15, 2017

I. Call To Order

Mayor Brown opened the regular session at 7:00 p.m.

II. Moment of Silence To Be Observed

III. Pledge of Allegiance

IV. Roll Call

PRESENT: Lenn Reid (2), Sonya Brown (3), Marcola Lawler (4) Jeanette Spicer (5), Andrew French (6) and Mayor Brown. Maurice Barnes (1) was absent.

Staff Present: Sheryl Mitchell, City Manager; Cullen Harkness, City Attorney; Stacey Levin, Assistant City Manager; Jill Domingo, City Clerk; Scott Kipp, Chief Public Safety; John Tracy, Director Planning, Building & Code Enforcement and Jim Lenardson, Director Public Services.

V. Mayor & Council Member's Comments

Comments were received from Council Members Reid and French and Mayor Brown.

Reid moved, French supported, CARRIED, To Remove Presentation Items E (Holland Park) and F (Juneteenth) from the Agenda and Place on the Next Council Meeting Agenda. (6-0, vv)

VI. Presentations

A. Proclamation for Tom Gladney-Chief Kipp

Chief Kipp gave a brief history of Tom Gladney's career as a former Albion Police Officer and Assistant Director of Campus Safety. Mr. Gladney and his wife Barbara help to start the "Melting Pot" in the early 70's which brought together people of all race and color to have meals together and take the time to get to know one another. The City of Albion received the "All American City Award" in 1974 because of "The Melting Pot". Tom and Barbara and have made a positive impact on the City of Albion and also the Albion Community and are truly an asset to our community.

Chief Kipp presented Mr. Gladney with a plaque and made him an "Honorary Chief of Police".

Mr. Gladney received a standing ovation along with several compliments and accolades for his contributions to the City of Albion and the community. Many former co-workers of Mr. Gladney's traveled to be at the meeting to see Tom receive this award.

Comments were received from Tom Gladney; Paul Keller; Walt Nichols; Conrad Sindt; Sandy Pimitil; John Cease and Barbara Gladney.

B. Proclamation for Richard Decker-Chief Kipp

Mayor Brown read aloud Proclamation and presented to Retired Police Officer Richard Decker.

Comments were received from Richard Decker.

C. Oath of Office-Public Safety Officer William Lazarus

City Clerk Domingo administered Oath of Officer to Public Safety Officer William Lazarus.

Comments were received from Chief Kipp.

D. Proclamation for National Poppy Day

Mayor Brown read aloud the National Poppy Day Proclamation and presented to American Legion Commander Harry Root.

Comments were received from Harry Root, American Legion Commander.

E. Holland Park Presentation-Council Member Reid

Presentation was removed from agenda and will be added to the next Council meeting agenda.

F. Juneteenth Presentation-Council Member Reid

Presentation was removed from agenda and will be added to the next Council meeting agenda.

VII. PUBLIC HEARING-2017 Sidewalk Exemptions

Mayor Brown opened the Public Hearing for Sidewalk Exemptions at 7:50 p.m.

Mayor Brown asked for a short recess to allow for the public to leave the Council Chambers.

Brown moved, Spicer supported, CARRIED, to Allow for a Short Recess to allow for the public to leave the Council Chambers.  
(6-0, vv)

Mayor Brown adjourned the Council meeting at 7:55 p.m.

Brown moved, Spicer supported, CARRIED, to re-convene the Council Meeting. (6-0, vv)

Mayor Brown re-convened the Council meeting at 7:57 p.m.

Public Comments were received from the following:

Christina Phipps, 409 High Street, who asked to be included in the sidewalk exemption but would be willing to donate the \$50.00 to the City.

Comments were received from Council Members French, Reid and Lawler, City Manager Mitchell and City Attorney Harkness.

Mayor Brown asked to have Christina Phipps. 409 High Street added to the exemption list.

Clarissa Lewis, 703 Valhalla Drive, asked if the funds that had been paid by residents of ValHalla Drive for the past years could be used to improve ValHalla Drive.

Mayor Brown stated the funds for the sidewalk assessment can only be used for sidewalk repair; however, consideration would be given to ValHalla Drive for the local street improvement project.

Council Member Spicer asked for clarification of Mrs. Lewis's request and stated that a street had been slated for this year's local street improvement project.

Dennis Reid, 1103 Burr Oak asked for the sidewalk exemption.

Mayor Brown closed the Public Hearing at 8:00 p.m.

A. Request Approval Resolution # 2017-21, Sidewalk Exemption Approval (RCV)

Council Member Brown asked to abstain from voting on the Approval of Resolution # 2017-21. Sidewalk Exemption Approval as she was on the list for a sidewalk exemption.

French moved, Reid supported, CARRIED, to Allow Council Member Brown to abstain from voting on the Approval of Resolution # 2017-21. Sidewalk Exemption Approval. (5-0, vv)

Comments were received from Council Members Lawler and Spicer, City Manager Mitchell and City Attorney Harkness pertaining to whether the three exemptions that did have a public sidewalk would be included in the vote on the exemption and also if the City would notify them concerning the denial of the exemption.

French moved, Spicer supported, CARRIED, to Approve Resolution # 2017-21, Sidewalk Exemption Approval as presented. (5-0,rcv)

VIII. Public Comments (Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than three (3) minutes. Proper decorum is required.)

Comments were received from Bill Dobbins, 15901 E. Michigan Avenue.

IX. Consent Calendar (VV)

- A. Approval Special Session Minutes – April 27, 2017
- B. Approval Regular Session Minutes-May 1, 2017

Spicer moved, French supported, CARRIED, to approve the Consent as presented. (6-0, vv)

X. Items for Individual Discussion

- A. Request Approval Resolution # 2017-22, To Authorize the City Clerk to Sign and Submit a Grant Application to the State to Purchase Election Equipment Funded by HAVA and the State of Michigan (RCV)

Comments were received from Council Members Lawler, Reid and Brown; City Manager Mitchell, City Attorney Harkness and City Clerk Domingo.

French moved, Reid supported, CARRIED, to Approve Approval Resolution # 2017-22, To Authorize the City Clerk to Sign and Submit a Grant Application to the State to Purchase Election Equipment Funded by HAVA and the State of Michigan as presented. (6-0, rcv)

- B. Request Approval Resolution # 2017-23, A Resolution to Approve Bid and Entry into Agreement with Revitalize, LLC for Administrative Consulting Services as a Third Party CDBG Grant Administrator (RCV)

Comments were received from Council Member Brown and City Manager Mitchell.

French moved, Lawler supported, CARRIED, to Approve Resolution # 2017-23, A Resolution to Approve Bid and Entry into Agreement with Revitalize, LLC for

Administrative Consulting Services as a Third Party CDBG Grant Administrator as presented. (6-0, rcv)

#### C. Discussion-Street Replacement Signs

Council Member Spicer asked the process in which residents can get street signs replaced.

City Manager Mitchell stated residents should call City Hall and request the sign to be serviced/replaced. The City is currently in negotiations with Calhoun County to cost effectively replace the street signs.

Director of Public Services Lenardson stated sixty two (62) signs have been identified as needing replacement. Forty (40) of the signs have been ordered and the remaining twenty-two (22) will be ordered. Director Lenardson asked if residents have a street sign that needs replacing that they call City Hall or the Street Department so they may be added to the list. The replacement street signs will be as close to what we currently have.

Council Member Spicer asked about the rusty poles.

Director of Public Services Lenardson stated two years ago, we had a community group that painted several of the rusty poles and he would contact them and see if they would be interested in repainting the poles.

Council Member French asked if the street signs would fall under the Historical Association rules for replacement.

Director of Public Services Lenardson stated he would check with the Historical Society and also with MDOT to make sure any restrictions are met with the sign replacements.

City Manager Mitchell stated she will also work with the Way Finding Signage Committee to expand their research on the Historical Society rules for replacement.

#### D. Discussion-Council Rules of Procedure

Mayor Brown would like to have a sub-committee of three members of the Council to work on the formatting of the Council Rules of Procedure. The sub-committee would consist of Council Members Brown and French and Mayor Brown. Mayor Brown would like to see the formatting mirror that of Port Huron. The sub-committee will give a progress report the first Council meeting in June.

Comments were received from the following:

Council Member Brown asked to set a timeline for completion of the Council Rules and Procedures.

Council Member Lawler who asked why the Council needed to create a sub-committee for the Council Rules and Procedure

Council Member Spicer who supports the sub-committee suggestion and feels there is not a need for a definite timeline of completion.

Mayor Brown felt a sub-committee would make it easier for the Council and not create several additional meetings of the entire Council.

Council Member French made the following motion:

French moved, Brown supported, CARRIED, to Approve Creation of a three person Council sub-committee consisting of Council Members Brown and French and Mayor Brown to consolidate the Council Rules of Procedures. (6-0, rcv)

E. Request Approval for Assembly Permit for Salem United Church of Christ Rummage & Bake Sale in Crowell Park (RCV)

Comments were received from Mayor Brown and City Manager Mitchell.

French moved, Reid supported, CARRIED, to Approve Assembly Permit for Salem United Church of Christ Rummage & Bake Sale in Crowell Park as presented. (6-0, rcv)

F. Request Approval to Open City Hall at 8:30 a.m. on Wednesday, May 17<sup>th</sup>, 2017 for an Employee Appreciation Breakfast hosted by First Baptist Church and Homestead Bank (VV)

Comments were received from Council Member Brown, City Manager Mitchell and Scott Evans, Homestead Bank.

French moved, Reid supported, CARRIED, to Approve Opening City Hall at 8:30 a.m. on Wednesday, May 17<sup>th</sup>, 2017 for an Employee Appreciation Breakfast hosted by First Baptist Church and Homestead Bank as presented. (6-0, vv)

G. Request Approval of Temporary Signs for Downtown Businesses (VV)

Comments were received from Council Members French and Lawler; City Manager Mitchell; City Attorney Harkness and Director of Planning, Building & Code Enforcement Tracy.

French moved, Spicer supported, CARRIED, to Approve Temporary Signs for Downtown Businesses as presented. (6-0, vv)

## XI. City Manager Report

City Manager Mitchell asked Director Public Services Lenardson to give an update on scheduled water shut-off for the downtown area.

Public Services Director Lenardson stated there will be a scheduled water shut off on Wednesday, May 17<sup>th</sup>, 2017. The proposed times will be from 7:00 a.m. until 5:00 p.m. for new valves to be installed and allow for a smaller area to be shut-off in case of a water main break.

The affected areas are S. Superior St. from Erie St. south to River St. and E. Erie St. from S. Superior St. east to Linden Ave. Boil Water Notices will be delivered to area residences and businesses.

Comments were received from Council Member Spicer and Mayor Brown.

City Manager Mitchell continued her report with the following:

### City Manager

- **MDOT – Superior Street Reconstruction –**
- Water Main breaks are having an impact on water service
- A planned shutdown of the system is planned for S. Superior St – Between River St & Eric St.
- Bi-Weekly Update: Wednesday, May 24<sup>th</sup> at 9am, Ludington Center
- **June 28<sup>th</sup> – Community Visioning Celebration – Albion Fire Station**
- Attended Retirement Party for Paul Makoski, Environmental Health Manager for Calhoun County
- Attended session hosted by Harry Bonner, with Rep. Bizon and County Prosecuting Attorney Dave Gilbert to discuss marijuana laws.
- The 1<sup>st</sup> in the 3 - 5k races was a great success – “Run the Rock”. Scott Kipp and Stacey Levin ran. Looking to expand participation with City Teams – “City Haller” and “City Crawlers”!

- Lead Task Force is planning on several public information and lead testing events in Albion.

### **Public Services**

- Granger has mailed a communication regarding the wording on their invoices. Residents can request to receive invoices without the messages.

**AmeriCorps/Vista** – currently conducting interviews for placements for 2 positions with the City focusing on Planning and Neighborhood Stabilization.

**Finance Dept** – Expect the 2016 Audit to be final

## **BOARDS AND COMMISSIONS**

### **Albion Building Authority:**

- Next scheduled meeting is June 8<sup>th</sup> at Maple Grove

### **Albion Trust**

- Council approved the renewal. Accepting applications for Trustee positions.

### **Downtown Development Authority:**

- Red, White & Blue Car Cruise is June 29<sup>th</sup>.

### **Planning Commission**

- Considering amendments to Community Garden ordinances.
- Annual Report will be on next council agenda

### **Greater Albion Chamber & Visitors Bureau**

- **Eggs & Issues:** The current schedule of Eggs & Issues meetings are as follows:
  - May 19 @ Duck Lake Country Club

## **EVENTS**

### **Resilient Communities – Cronin Project**

- Tuesday, May 16 @ 6pm – Movie Screening – “Traces of the Trade”, Bohm Theatre
- Thursday, May 18 @ 6pm – Community Book Study – Albion District Library
- Thursday, June 1 @ 6:30pm – Community Conversation, Ludington Center
- Wednesday, June 7 @ 8:30am – Holocaust Museum Center Field Trip
- ALL EVENTS ARE FREE; REGISTRATION: [amrcp.org/registration](http://amrcp.org/registration)

**Our Community Employee Appreciation** – Wednesday, May 17<sup>th</sup> from 7:30am-8:30am at Ludington Center. Hosted by First Baptist Church and Homestead Bank.

**Prayer Breakfast Honoring Mothers** – Saturday, May 20<sup>th</sup>, 9:30am-11am @ Albion College, Upper Baldwin \$10

**Premiere of the War & Treaty Video** – Wednesday, May 24<sup>th</sup> at 7pm, Bohm Theatre

**Albion Farmer's Market** – the new Market Master is Laura Overholt. They are now open on Saturday's from 9am-1pm in Stoffer Plaza. Will resume Wednesday's in June.

**French Market** – the Albion Sister City Committee is hosting the French Market on Saturday, June 10<sup>th</sup> from 10am-3pm. They are accepting applications from interested vendors for agricultural products, ready to eat foods, baked goods, hand crafted items, antiques & vintage items, as well as community organization. See Stacey for more details.

XII. Future Agenda Items

- Council Member Reid would like presentations on Holland Park and the Juneteenth celebration added to the next agenda.
- Council Member Brown would like a discussion of Closure of Crowell School.

XIII. Motion to Excuse Absent Council Member (s) (VV)

French moved, Spicer supported, CARRIED, to Excuse Council Member Barnes. (6-0, vv)

XIV. Public Comments (Persons addressing the City Council shall limit their comments to no more than three (3) minutes. Proper decorum is required.)

Comments were received from Mike Bearman, 11016 29 Mile Rd and Mayor Brown.

XI. Adjournment

Lawler moved, Reid supported, CARRIED, to adjourn council session. (6-0 vv)

Mayor Brown adjourned the meeting at 8:55 p.m.

---

Date

---

Jill Domingo  
City Clerk

City of Albion  
Study Session Minutes  
May 22, 2017

I. CALL TO ORDER

Mayor Brown and Mayor Pro Tem Brown were not present at 7:00 p.m. Motion by Council Member Lawler, Second by Council Member Reid to appoint Council Member French as Acting Mayor Pro Tem. Motion passed on a voice vote.

Mayor Pro Tem French called the meeting to order at 7:02 p.m.

Mayor Brown assumed the chair at 7:06 p.m.

II. ROLL CALL

PRESENT: Council Members Lenn Reid (2) Marcola Lawler (4) Jeanette Spicer (5) and Andrew French (6). Mayor Brown and Council Member Maurice Barnes (1) arrived at 7:06 p.m. Sonya Brown (3) was absent.

STAFF PRESENT:

Sheryl Mitchell, City Manager (acting as Clerk); Cullen Harkness, City Attorney Associate; Jim Lenardson, Director Public Services; John Tracy, Director Planning, Building & Code Enforcement

III. PUBLIC COMMENTS (Persons addressing the City Council shall limit their comments to no more than three (3) minutes. Proper decorum is required).

No comments were received.

IV. ITEMS FOR INDIVIDUAL DISCUSSION

A. Water Tower – Mickey Bittner

Mickey Bittner from Wightman & Associates is contracted to provide engineering services for the City of Albion. He provided an overview of the need to update and repair the water tower and water systems in Albion.

The Michigan Department of Environmental Quality (MDEQ), in a 2014 inspection report, recommended that the tower be painted. A Water Liability Study recommended that the City's storage capacity be increased from the current 500,000 to 1 million gallons. The Council and City Manager retained the services of Wightman & Associates to identify options (Resolution #2016-61). The 500,000 gallon equates to the City of Albion's one-day use of water that needs to be stored. There is also increased demand for fire suppression. There is some decrease in demand for consumer use due to more efficient appliances.

Mr. Bittner presented several scenarios.

- Repair of existing water tower plus addition of new tower: \$2,522,000. With a total 50 year cost of \$3,912,000.
- New 1 million gallon tower: \$2,810,000. With a total 50 year cost of \$3,785,000.
- 15 Water Main replacement projects: \$3,231,000

The DEQ does not permit 4 inch water mains any more. Recommendations included upgrading from 4 inch to 6 or 8 inch water mains. Also, eliminating the bottle necks in the system.

Council Member French offered another scenario: keeping the 500,000 gallon tank and adding a 1 million gallon new tank.

One of the recommendations for a new site is the 425 property because it has the highest elevation, provides for cross system flow, and is visible from I-94.

The United States Department of Agriculture (USDA) offers a loan for up to 45% of the project. USDA loans /bond rates are currently approximately 2.7% and projects can be financed for a period up to 40 years.

Wightman & Associates will assist with the preparation of a grant and/loan application to the USDA in order to fund these improvements. The current water rate is \$1.42 per 100 cubic feet. In order to qualify for the USDA grant, the water rate must be 1.5% of the median household income (MHI). According to the 2010 Census, the MHI in Albion is \$27,614. Based on the 1.5%, the annual water rate would need to be approximately \$414.21 per year or \$34.52 per month. This would be an increase from the current average of \$232.80 per year or \$19.40 per month. Mr. Bittner shared information from a recent study (March 2017) that showed that Albion has one of the lowest water and sewer rates in the state. One option to adjust water rates is to have an ordinance that makes an annual adjustment based on the Consumer's Price Index (CPI) for utilities.

Mr. Bittern identified the 3 main components in order to plan to move forward:

1. Preliminary engineering report
2. Environmental Review (takes about 3 months; needs to first identify the scope of the project)
3. USDA application

Council will need to first make a determination as to how to proceed. The timeline would be 16 months until construction starts.

Comments / questions received from Mayor Brown and Council Members Barnes, Spicer and Lawler.

#### V. PUBLIC COMMENTS (Persons addressing the City Council shall limit their

comments to no more than three (3) minutes. Proper decorum is required).

Ed Trine, 709 Division. Noted that in addition to the water rates, there is a Ready to Serve rate for water and sewer.

VI. ADJOURNMENT

French moved, Spicer supported, CARRIED, to ADJOURN Study Session. (6-0, vv).

Mayor Brown adjourned the Study Session at 8:57 p.m.

---

Date

---

Jill Domingo  
City Clerk



**CITY OF ALBION**  
**Office of the City Manager**  
**Sheryl L. Mitchell**

112 West Cass Street ♦ Albion, MI 49224  
517.629.7172 ♦ smitchell@cityofalbionmi.gov

---

**MEMO**

**TO:** Honorable Mayor and City Council  
**FR:** Sheryl L. Mitchell, City Manager  
**DA:** May 15, 2017  
**RE:** **Agenda Summary**

ITEMS FOR INDIVIDUAL DISCUSSION

- A. **Request Approval to Place Delinquent Water Bills and Abatements on Tax Bills.** Annual process to place delinquencies on the tax bills. The Attorney will send out a final warning letter. City Manager recommends approval
  
- B. **Request Approval Resolution # 2017-24, 2017 Local Street Improvement Projects for Ford Rd/Terpenning St/Cass St with Lakeland Asphalt Corporation.** The City of Albion has received bids for the 2017 Local Street Improvements Project for Ford Road, Terpenning Street, and Cass Street. The lowest acceptable bid was received from Lakeland Asphalt Corporation for \$346,359. An additional project is "Alternate A", (Athletic Fields Parking Lot) for Albion College, as part of the base bid, for the amount of \$173,042.50. These costs will be fully reimbursed to the City of Albion by Albion College. City Manager recommends approval
  
- C. **Discussion – Closure of Crowell School.** Council Member Brown made this request at the May 15<sup>th</sup> Council meeting.
  
- D. **Request Approval 1<sup>st</sup> Reading Ordinance # 2017-04, An Ordinance to Amend Ordinance # 66-139 Solid Waste.** The Solid Waste Ordinance is proposed to be amended to specify that the single hauler can pick up yard clippings. Also, there have been a number of requests to allow residents to make arrangements for bulk pick up. This language is added to the ordinance to allow for bulky items to be placed at the curb within 48 hours of the arrangement pickup and these items must meet the guidelines of the refuse hauler. City Manager recommends approval
  
- E. **Request Approval 1<sup>st</sup> Reading Ordinance # 2017-05, An Ordinance to Amend Ordinances # 94-1, 94-2, 94-3 and 94-4 and to Rescind Ordinances # 94-5, 94-6, 94-7, 94-36, 94-37, 94-38, 94-66, 94-67, 94-68, 94-69, 94-70, 94-71, 94-96, 94-97, 94-98, 94-99, 94-100, 94-131, 94-132, 94-133 and 94-134.** The Michigan Legislature recently enacted Public Act 345 of 2016, the Limousine, Taxicab, and

Transportation Network Act. The Act took effect March 21, 2017. With the development of companies such as UBER and LYFT, the State has determined that regulation of vehicles for hire should remain at the state level and has effectively removed regulation of the same from municipalities. As such, it is necessary to rescind the bulk of the City of Albion's vehicle for hire ordinances. The remaining regulations permitted for local municipalities have been integrated by amending Sections 94-1 through 94-4..City Manager recommends approval

**F. Request Approval of Appointment for Boards and Commissions (RCV)**

Jessica Thomas, Albion Trust, Term to Expire 11-1-2017. Mayor Brown requested that this appointment be placed on the agenda. The application had not been received in time for the mailout of the council packet.

**DELINQUENT WATER BILLS  
TO BE ADDED TO THE 2017 SUMMER TAX BILLS**

| #  | Acct      | Parcel        | Service Address | Utility Customer           | Tax Cert Amount | Total    | Property Owner            | Comments |
|----|-----------|---------------|-----------------|----------------------------|-----------------|----------|---------------------------|----------|
| 1  | 11-013-00 | 51-000-533-00 | 301 PERRY       | HULL, JAMES                | \$52.20         | \$52.20  | David Berleue             |          |
| 2  | 11-058-14 | 51-013-642-00 | 1207 JACKSON    | PITTELKOW, NORMANN         | \$339.24        | \$492.84 | Donna Wall                |          |
| 3  | 11-103-06 | 51-000-522-00 | 310 E MICHIGAN  | SCHAUDER, DENISE           | \$33.64         | \$33.64  | Leroy Evans               |          |
| 4  | 12-023-03 | 51-000-180-00 | 512 N SUPERIOR  | ELKINS, KENNETH            | \$202.40        | \$356.00 | Kaja Holdings 2 LLC       |          |
| 5  | 12-026-08 | 51-000-184-00 | 114 E CHESTNUT  | FISHER, CRYSTAL            | \$366.18        | \$794.21 | Paul delonge              |          |
| 6  | 12-057-04 | 51-000-032-00 | 217 E PINE      | JOHNSON, RONNIE            | \$289.82        | \$443.32 | Rwls LLC                  |          |
| 7  | 12-073-04 | 51-009-644-00 | 711 N MONROE    | DANNY BOY HOLDINGS LLC     | \$198.52        | \$352.12 | Dannyboy Holdings         |          |
| 8  | 12-103-01 | 51-009-609-00 | 925 N MONROE    | MILLER, MICHAEL            | \$67.65         | \$151.45 | Michael Miller            |          |
| 9  | 12-180-08 | 51-000-023-00 | 105 E PINE      | STONE, SHARAE              | \$116.50        | \$116.50 | Wanda Lowe                |          |
| 10 | 12-184-01 | 51-012-106-00 | 705 N IONIA     | COUSINS, HARRY             | \$202.40        | \$356.00 | Robert Robbins            |          |
| 11 | 12-217-03 | 51-000-420-02 | 304 N IONIA     | MCKENZIE, JORDAN           | \$55.46         | \$55.46  | Ace Investments           |          |
| 12 | 12-217-05 | 51-000-420-02 | 304 N IONIA     | R & B OIL CHANGE           | \$15.66         | \$79.80  | Ace Investments           |          |
| 13 | 13-002-04 | 51-000-425-02 | 311 N MONROE    | RISKE, CHRISTIAN           | \$158.39        | \$158.39 | Matt Holcomb              |          |
| 14 | 13-024-06 | 51-005-023-00 | 401 BIDWELL     | HOOKER, BARBARA            | \$52.80         | \$206.40 | Florida Choice Properties |          |
| 15 | 13-026-04 | 51-005-025-00 | 407 BIDWELL     | HULL, TITUS                | \$56.24         | \$56.24  | Titus Hull                |          |
| 16 | 13-034-05 | 51-005-046-00 | 607 BIDWELL     | GREENMAN, WESLEY           | \$202.40        | \$356.00 | Wesley Greenman           |          |
| 17 | 13-069-05 | 51-002-551-00 | 410 BURR OAK    | SAUSSER, JONATHAN & KRISTI | \$40.58         | \$40.58  | Jonathan Sausser          |          |
| 18 | 13-100-02 | 51-008-227-00 | 506 FITCH       | SNYDER, SCOTT              | \$63.80         | \$63.80  | Karol Quesenberry         |          |
| 19 | 13-175-04 | 51-003-237-00 | 312 N MINGO     | NEWMAN, PAUL               | \$136.80        | \$136.80 | Paul Newman               |          |
| 20 | 13-186-15 | 51-003-330-00 | 511 LOMBARD     | COURTER, RAY               | \$86.48         | \$86.48  | Dana Bartell              |          |
| 21 | 13-191-05 | 51-003-307-00 | 1302 BARNES     | WR ASSET TRUST             | \$202.40        | \$356.00 | WR Asset Trust            |          |
| 22 | 14-010-01 | 51-001-991-00 | 901 BURR OAK    | FROST, SURELLDER           | \$185.99        | \$493.54 | JP Morgan                 |          |
| 23 | 14-012-06 | 51-001-993-00 | 905 BURR OAK    | BREEDLOVE JR, DANNY        | \$186.42        | \$186.42 | Carolyn Amos              |          |
| 24 | 14-050-08 | 51-011-064-00 | 1014 BURR OAK   | MANTHEI, DARREN            | \$81.88         | \$81.88  | Spectrum Inv              |          |
| 25 | 14-055-04 | 51-011-075-00 | 1002 BURR OAK   | JOHNSON JR, ELLIS          | \$247.07        | \$274.81 | Jason Upthegrove          |          |
| 26 | 14-106-03 | 51-011-017-02 | 1019 N MINGO    | TROTT & TROTT              | \$202.40        | \$356.00 | Fannie Mae                |          |
| 27 | 14-277-04 | 51-011-123-00 | 1006 MAPLE      | JOHNSON, LATACHIA          | \$103.91        | \$103.91 | Christine Zalewski        |          |
| 28 | 14-296-00 | 51-001-959-00 | 1017 MAPLE      | CRUMBSY, LYLE              | \$202.40        | \$356.00 | Garth Willoughby          |          |
| 29 | 14-309-07 | 51-009-773-00 | 817 MAPLE       | JOHNSON, JOHNNY            | \$92.79         | \$92.79  | Kathryn Fyffe             |          |
| 30 | 14-309-08 | 51-009-773-00 | 817 MAPLE       | FYFFE, KATHY               | \$10.22         | \$10.22  | Kathryn Fyffe             |          |
| 31 | 14-309-09 | 51-009-773-00 | 817 MAPLE       | SUTHERLAND, SHERI          | \$131.80        | \$283.64 | Kathryn Fyffe             |          |
| 32 | 15-016-02 | 51-009-736-00 | 809 PROSPECT    | NO WORRIES LLC             | \$105.60        | \$259.20 | No Worries LLC            |          |
| 33 | 15-041-08 | 51-012-511-00 | 303 E NORTH     | ERICSON, APRIL             | \$117.78        | \$117.78 | Justin Eagen              |          |
| 34 | 15-071-06 | 51-014-192-00 | 407 BOOTH DR    | FERRIS, SUSAN              | \$245.22        | \$245.22 | Susan Ferris              |          |
| 35 | 15-095-02 | 51-014-036-00 | 101 BOOTH DR    | WALES, MATTHEW             | \$84.92         | \$84.92  | James England             |          |
| 36 | 15-161-09 | 51-014-163-00 | 408 E BROADWELL | PARTRIDGE, WILLIAM         | \$33.06         | \$33.06  | Susan Ferris              |          |
| 37 | 15-173-01 | 51-014-151-00 | 307 E BROADWELL | LAUGHREY, DENISE           | \$157.64        | \$157.64 | Adkins Family             |          |
| 38 | 15-181-05 | 51-014-143-00 | 1112 TERPENNING | MILLER, TARA               | \$202.40        | \$356.00 | Parmetha Williams         |          |

**DELINQUENT WATER BILLS  
TO BE ADDED TO THE 2017 SUMMER TAX BILLS**

| #  | Acct      | Parcel        | Service Address  | Utility Customer         | Tax Cert Amount | Total      | Property Owner               | Comments   |
|----|-----------|---------------|------------------|--------------------------|-----------------|------------|------------------------------|------------|
| 39 | 15-210-06 | 51-014-135-00 | 207 FORD RD      | HOLMES, REBECCA          | \$87.83         | \$87.83    | Galaxy Properties            |            |
| 40 | 15-216-02 | 51-014-120-00 | 101 FORD RD      | CONY, GENEVA             | \$64.42         | \$64.42    | Geneva Coney                 |            |
| 41 | 15-230-01 | 51-014-114-00 | 1111 WIENER DR   | WILLIAMS, LUEVINA        | \$44.90         | \$44.90    | Khari Dickey                 |            |
| 42 | 21-034-10 | 51-001-391-00 | 701 S SUPERIOR   | PORTER, JUSTIN           | \$30.78         | \$30.78    | Justin Porter                |            |
| 43 | 21-038-04 | 51-006-511-01 | 903 S SUPERIOR   | MILLER, RENEE            | \$161.88        | \$320.28   | Salina Cage                  |            |
| 44 | 21-045-03 | 51-006-518-00 | 1005 S SUPERIOR  | TACKETT, ASHLEY          | \$69.14         | \$69.14    | Robyn Kulikowski             |            |
| 45 | 21-052-02 | 51-006-506-00 | 118 RIVER        | CASTLE, RANDALL          | \$264.86        | \$559.83   | No Worries LLC               |            |
| 46 | 21-069-02 | 51-001-398-00 | 500 S IONIA      | GALAXY PROPERTIES        | \$200.96        | \$200.96   | Jason Jones                  |            |
| 47 | 21-074-00 | 51-001-370-00 | 405 S IONIA      | LACK, LYNDA              | \$27.56         | \$27.56    | Lynda Lack                   |            |
| 48 | 21-079-06 | 51-001-394-00 | 114 E WALNUT     | MOWRER, BOBBY            | \$162.59        | \$487.41   | Archie Julian                |            |
| 49 | 21-089-05 | 51-001-337-00 | 310 S IONIA      | CARTER, IVAN             | \$202.40        | \$308.00   | Ivan Carter Jr.              |            |
| 50 | 21-109-04 | 51-001-090-00 | 414 S SUPERIOR   | SNAP HAPPY PHOTOGRAPHY   | \$202.40        | \$360.80   | Marianne Teel-krawczynski    |            |
| 51 | 21-208-02 | 51-008-626-00 | 613 ORCHARD DR   | BACHLE, EDWARD           | \$81.58         | \$81.58    | Rebecca Blodgett             |            |
| 52 | 21-232-02 | 51-008-615-00 | 608 ORCHARD DR   | CONLEY, REGINA           | \$535.04        | \$693.44   | Immediate Mortgage Solutions |            |
| 53 | 21-246-00 | 51-012-211-00 | 714 SYCAMORE     | CAGE, LEROY              | \$102.77        | \$102.77   | Deutsche National Bank       |            |
| 54 | 21-246-01 | 51-012-211-00 | 714 SYCAMORE     | LANE, JOSHUA             | \$12.18         | \$266.31   | Deutsche National Bank       |            |
| 55 | 21-255-07 | 51-012-222-20 | 102 SYCAMORE CT  | LANGSTON, LOUISE         | \$100.30        | \$100.30   | Shawndell Turner             |            |
| 56 | 21-255-08 | 51-012-222-20 | 102 SYCAMORE CT  | TURNER, SHAWNDELL        | \$44.84         | \$44.84    | Shawndell Turner             |            |
| 57 | 21-257-04 | 51-012-223-00 | 604 SYCAMORE     | PEREZ, WANDA             | \$202.40        | \$360.80   | Wanda Perez                  |            |
| 58 | 22-024-20 | 51-006-691-01 | 1105 S DALRYMPLE | LOGAN, JAZZMYN           | \$34.86         | \$34.86    | Reather Bradford             |            |
| 59 | 22-124-15 | 51-006-735-00 | 1218 S EATON     | BRANHAM, BRENDA          | \$202.40        | \$360.80   | Julie Salyer                 |            |
| 60 | 22-165-02 | 51-012-922-00 | 514 S EATON      | SMITH, AARON             | \$202.40        | \$360.80   | Aaron Smith                  |            |
| 61 | 22-169-05 | 51-001-582-00 | 702 S EATON      | PELATTRE, AARIAN         | \$141.40        | \$141.40   | Land Equity LLC              |            |
| 62 | 22-169-06 | 51-001-582-00 | 702 S EATON      | LAND EQUITY LLC          | \$3,743.45      | \$3,901.85 | Land Equity LLC              |            |
| 63 | 22-177-00 | 51-001-571-00 | 806 S EATON      | HARRIS, CHARLES          | \$77.78         | \$77.78    | Charles Harris               |            |
| 64 | 22-196-01 | 51-006-929-00 | 409 MECHANIC     | BANK OWNED OR CURRENT RE | \$202.40        | \$360.80   | Dawn Colon                   | Bank Owned |
| 65 | 22-197-04 | 51-006-931-00 | 505 MECHANIC     | SANDERS, JONQUEZ         | \$171.90        | \$171.90   | Jonquez Sanders              |            |
| 66 | 23-003-07 | 51-006-540-00 | 903 S CLINTON    | THOMAS, TIETRICA         | \$1,056.21      | \$1,056.21 | Carlen Kernish               |            |
| 67 | 23-014-04 | 51-001-421-01 | 112 W OAK        | WOODWORTH, TIMOTHY       | \$52.80         | \$211.20   | Tim Woodworth                |            |
| 68 | 23-036-03 | 51-001-413-00 | 109 W WALNUT     | KLINGER, TED             | \$204.00        | \$362.40   | Ted Klinger                  |            |
| 69 | 23-039-07 | 51-001-323-00 | 111 W ELM        | NEWNUM, JESSICA          | \$202.40        | \$360.80   | Carol Vogel                  |            |
| 70 | 23-091-13 | 51-001-608-00 | 519 W ERIE       | EMBRY, BRANDON           | \$1,737.24      | \$1,737.24 | CMS Homesolutions            |            |
| 71 | 24-206-07 | 51-002-065-00 | 410 LINDEN AVE   | CR PROPERTIES 2015 LLC   | \$202.40        | \$360.80   | Pilgrim Homes                |            |
| 72 | 25-006-01 | 51-001-636-00 | 834 IRWIN AVE    | LEIGH NORTON             | \$712.77        | \$871.17   | Mike Lohrke                  |            |
| 73 | 25-010-08 | 51-002-074-00 | 510 LINDEN AVE   | WHITE-THOMAS, SHELLY     | \$24.71         | \$24.71    | Albion College               |            |
| 74 | 31-001-13 | 51-000-368-01 | 407 N CLINTON    | STUBBLEFIELD, JESSEE     | \$159.40        | \$159.40   | Alicia Botello               |            |
| 75 | 31-014-02 | 51-000-150-00 | 219 W CHESTNUT   | MOYE, CALVIN, SR         | \$206.40        | \$312.00   | Calvin Moye                  |            |
| 76 | 31-016-13 | 51-000-141-00 | 216 W CHESTNUT   | HARDY, REBECCA           | \$33.54         | \$33.54    | Ali Alhalmi                  |            |

**DELINQUENT WATER BILLS  
TO BE ADDED TO THE 2017 SUMMER TAX BILLS**

| #   | Acct      | Parcel        | Service Address    | Utility Customer            | Tax Cert Amount | Total      | Property Owner         | Comments   |
|-----|-----------|---------------|--------------------|-----------------------------|-----------------|------------|------------------------|------------|
| 77  | 31-058-00 | 51-000-150-00 | 512 N EATON        | MOYE, CALVIN                | \$201.60        | \$312.00   | Calvin Moye            |            |
| 78  | 31-062-00 | 51-001-885-00 | 315 W MULBERRY TER | CORNISH, VON                | \$86.96         | \$86.96    | Leona Cornish          |            |
| 79  | 31-073-05 | 51-005-712-00 | 813 N EATON        | HARVEY, ANGEL               | \$74.23         | \$74.23    | James England          |            |
| 80  | 31-078-05 | 51-005-720-00 | 316 ARTHUR         | WARREN, ROBERT              | \$33.64         | \$33.64    | RN Property LLC        |            |
| 81  | 31-089-02 | 51-005-728-00 | 1005 N EATON       | POSEY, JERRY                | \$233.22        | \$640.83   | Homestead Savings Bank |            |
| 82  | 31-091-06 | 51-005-731-00 | 319 HARTWELL       | EMBREE, JOSEPH              | \$229.58        | \$229.58   | Brown Kipker           |            |
| 83  | 31-091-07 | 51-005-731-00 | 319 HARTWELL       | INFINITY ONE PROPERTIES LLC | \$11.60         | \$50.38    | Brown Kipker           |            |
| 84  | 31-099-02 | 51-005-739-00 | 322 HARTWELL       | BANK OWNED OR CURRENT RE    | \$201.60        | \$312.00   | Cindy Etchison         | Bank Owned |
| 85  | 31-100-00 | 51-005-740-00 | 320 HARTWELL       | GRAHAM, DEBRA               | \$38.50         | \$223.48   | Debra Anderson         |            |
| 86  | 31-106-03 | 51-012-157-00 | 1102 N EATON       | TYSON, RONNIE               | \$724.38        | \$834.78   | Ronnie Tyson           |            |
| 87  | 31-130-04 | 51-014-107-00 | 1306 N EATON       | YAHSHA, PRINCESS            | \$187.21        | \$187.21   | Sita Lal               |            |
| 88  | 31-143-14 | 51-005-775-00 | 327 W BROADWELL    | ATCHISON, BRENDA            | \$56.96         | \$56.96    | Farrell Martin         |            |
| 89  | 31-152-04 | 51-005-768-01 | 404 WILD           | SHEARER, NETTA              | \$342.45        | \$342.45   | Alicia Botello         |            |
| 90  | 31-185-02 | 51-011-630-00 | 1005 CHAUNCEY      | KOWALK, JAIMEE              | \$26.66         | \$26.66    | Michelle Lock          |            |
| 91  | 31-185-03 | 51-011-630-00 | 1005 CHAUNCEY      | LOCK, MICHELLE              | \$25.40         | \$204.33   | Michelle Lock          |            |
| 92  | 31-200-06 | 51-005-795-00 | 1214 THIRD         | BROWN, LINKYRAH             | \$123.36        | \$123.36   | Galaxy Properties      |            |
| 93  | 31-202-01 | 51-005-713-01 | 303 ARTHUR         | GANT, TRACY                 | \$53.74         | \$53.74    | Marhiyell Gant         |            |
| 94  | 32-007-11 | 51-000-830-00 | 105 S EATON        | JACKSON, BRIANNA            | \$55.98         | \$55.98    | Charles Campbell       |            |
| 95  | 32-015-00 | 51-012-974-01 | 407 W CASS         | LANE, ARNEAL & NORMA        | \$76.82         | \$76.82    | Cheryl Short           |            |
| 96  | 32-019-04 | 51-013-081-00 | 501 W CASS         | NEUFER, DONIELLE            | \$31.46         | \$31.46    | Jennifer Helton        |            |
| 97  | 32-039-06 | 51-012-393-00 | 214 CULVER         | SIMPSON, MARGARET           | \$159.84        | \$159.84   | Hayes Crittenden       |            |
| 98  | 32-040-06 | 51-012-392-00 | 804 W ERIE         | ORTIZ, MICHAEL              | \$153.12        | \$153.12   | Paul Meza              |            |
| 99  | 32-048-00 | 51-001-593-00 | 922 W ERIE         | GRAHAM II, JAMES            | \$48.00         | \$158.40   | Alicia Pedersen        |            |
| 100 | 32-063-00 | 51-012-335-00 | 104 S ALBION       | BENJAMIN, FRED              | \$100.80        | \$211.20   | Geraldine Coleman      |            |
| 101 | 32-068-01 | 51-015-057-00 | 520 W CENTER       | HALL, BRADFORD              | \$564.84        | \$564.84   | Bradford Hall          |            |
| 102 | 32-074-11 | 51-012-975-00 | 408 W CENTER       | SMITH, MARY & RUBIN         | \$201.60        | \$312.00   | Mary Smith             |            |
| 103 | 32-090-02 | 51-015-047-00 | 518 W CASS         | TATE, CONEY JUANITA         | \$201.60        | \$312.00   | Juanita Tate           |            |
| 104 | 32-110-08 | 51-015-020-00 | 510 W MICHIGAN     | HILL, LAUREN                | \$29.48         | \$29.48    | Franklin Dunklin       |            |
| 105 | 32-140-04 | 51-001-706-00 | 407 AUSTIN AVE     | WALKER, TINA                | \$201.60        | \$312.00   | Tina Walker            |            |
| 106 | 32-156-03 | 51-009-003-01 | 726 AUSTIN AVE     | ENGLAND, JAMES              | \$121.08        | \$121.08   | James England          |            |
| 107 | 32-162-01 | 51-009-021-00 | 1217 MALLORY       | HALL, VINCENT               | \$150.80        | \$261.20   | Lighthouse Ventures    |            |
| 108 | 32-167-07 | 51-009-032-00 | 802 AUSTIN AVE     | FUNDERBURG, ANISHA          | \$51.03         | \$51.03    | Gertrude Word          |            |
| 109 | 32-179-01 | 51-001-739-01 | 934 AUSTIN AVE     | CORNELL, DONALD             | \$201.60        | \$312.00   | Donald Cornell         |            |
| 110 | 32-226-12 | 51-010-543-00 | 903 N ALBION       | MIRACLE, RILEY              | \$162.60        | \$162.60   | Duane Johnson          |            |
| 111 | 32-234-07 | 51-010-568-00 | 1012 JEFFERSON     | WILLIAMS, BRITINEY          | \$922.92        | \$1,033.32 | Essie Curtis           |            |
| 112 | 32-252-09 | 51-010-527-00 | 1022 N ALBION      | ARMSTRONG, JOSEPH           | \$57.16         | \$57.16    | Lewis Avant            |            |
| 113 | 32-282-04 | 51-011-601-00 | 510 AUSTIN AVE     | ALHALMI, ALI                | \$51.78         | \$51.78    | Ali Alhalmi            |            |
| 114 | 33-008-05 | 51-000-808-00 | 110 S SUPERIOR     | CASCARELLI, JAMES           | \$34.36         | \$34.36    | Jim Cascarelli         |            |

**DELINQUENT WATER BILLS  
TO BE ADDED TO THE 2017 SUMMER TAX BILLS**

| #   | Acct      | Parcel        | Service Address | Utility Customer       | Tax Cert Amount | Total       | Property Owner        | Comments |
|-----|-----------|---------------|-----------------|------------------------|-----------------|-------------|-----------------------|----------|
| 115 | 33-042-00 | 51-013-054-00 | 410 W ERIE      | BARR, DENNIS           | \$201.60        | \$312.00    | Dennis Barr           |          |
| 116 | 33-070-01 | 51-015-115-00 | 209 S DALRYMPLE | EDMISTON, HAROLD       | \$90.26         | \$90.26     | Harold Edmiston       |          |
| 117 | 33-074-01 | 51-015-111-00 | 515 W CENTER    | MURPHY, HELEN          | \$201.60        | \$312.00    | Helen Murphy          |          |
| 118 | 33-097-10 | 51-013-014-00 | 311 W CENTER    | BRADSHAW, VALERIE      | \$201.60        | \$312.00    | Valerie Bradshaw      |          |
| 119 | 33-098-06 | 51-013-013-00 | 309 W CENTER    | GLASPER, BETTY         | \$201.60        | \$312.00    | Betty Williams        |          |
| 120 | 33-104-08 | 51-000-862-00 | 215 W CENTER    | STEPHENS, JOSHUA       | \$108.79        | \$108.79    | Mathue Lyons          |          |
| 121 | 33-104-09 | 51-000-862-00 | 215 W CENTER    | QUICK, MARY            | \$165.59        | \$275.99    | Mathue Lyons          |          |
| 122 | 33-167-00 | 51-012-052-00 | 118 AUSTIN AVE  | GRIFFIN, GEORGE        | \$201.60        | \$312.00    | George Griffin        |          |
| 123 | 33-199-02 | 51-012-071-00 | 111 W NORTH     | CARL, ANNA             | \$102.80        | \$102.80    | Alana Becker          |          |
| 124 | 34-011-06 | 51-012-060-00 | 814 N CLINTON   | EHNIS, DONALD          | \$40.31         | \$176.89    | Donald Ehnis          |          |
| 125 | 34-021-04 | 51-012-009-00 | 207 AUSTIN AVE  | VINES, JEREMIAH        | \$80.06         | \$192.94    | Mae F Sanders Trust   |          |
| 126 | 34-041-00 | 51-001-828-00 | 314 W CHESTNUT  | BURNEY, MARY           | \$201.60        | \$312.00    | Mary Burney           |          |
| 127 | 34-044-05 | 51-001-837-00 | 408 W CHESTNUT  | GRAY, GERALDINE        | \$319.09        | \$319.09    | Essie Curtis          |          |
| 128 | 34-059-08 | 51-001-776-00 | 701 N ANN       | ROBINSON, BEVERLY      | \$116.22        | \$116.22    | Beverly Robinson      |          |
| 129 | 34-069-01 | 51-001-844-00 | 514 W CHESTNUT  | GREENE JR., WILLIAM    | \$297.50        | \$435.10    | Hud                   |          |
| 130 | 34-075-01 | 51-004-005-01 | 617 WILLIAMS    | MOYE, CALVIN           | \$105.60        | \$211.20    | Calvin Moye           |          |
| 131 | 34-087-03 | 51-001-817-00 | 511 W CHESTNUT  | ALHALMI, ALI ABUDULLAH | \$128.59        | \$128.59    | Ali Alhalmi           |          |
| 132 | 34-087-04 | 51-001-817-00 | 511 W CHESTNUT  | HARDY, BOBBY           | \$210.02        | \$210.02    | Ali Alhalmi           |          |
| 133 | 34-087-05 | 51-001-817-00 | 511 W CHESTNUT  | ALHALMI, ALI A         | \$0.52          | \$46.00     | Ali Alhalmi           |          |
| 134 | 34-094-01 | 51-001-806-00 | 403 W CHESTNUT  | HALL, YVONNE           | \$60.02         | \$60.02     | Yvonne Hall           |          |
| 135 | 34-099-03 | 51-001-798-00 | 307 W CHESTNUT  | BAYVIEW LOAN SERVICES  | \$197.60        | \$308.00    | Bayview Loan Services |          |
| 136 | 34-147-06 | 51-015-124-00 | 508 W ERIE      | MILLER, CONTINA        | \$62.50         | \$62.50     | Wanda Lowe            |          |
| 137 | 34-164-10 | 51-007-723-00 | 1409 COOPER     | STACEY, VANVLECT       | \$290.91        | \$401.31    | Stephen Yates         |          |
| 138 | 34-179-00 | 51-007-757-00 | 1513 COOPER     | JUNIOR, VOILA          | \$97.49         | \$97.49     | Viola Junior          |          |
| 139 | 34-186-12 | 51-007-755-00 | 1517 COOPER     | ALLEN, LINDA           | \$231.87        | \$231.87    | Lashawn Caldwell      |          |
| 140 | 34-211-06 | 51-007-734-00 | 1412 DEAN DR    | MASTIN, TYNEISHA       | \$26.14         | \$26.14     | Joseph Warnsley       |          |
| 141 | 34-223-03 | 51-007-791-00 | 1511 MAGNOTTA   | WILLIAMS, ANNABELLE    | \$128.61        | \$128.61    | George Burton         |          |
| 142 | 34-245-04 | 51-001-822-00 | 601 W CHESTNUT  | HOPSON, ROBERT         | \$26.76         | \$26.76     | Robert Hopson         |          |
| 143 | 34-245-05 | 51-001-822-00 | 601 W CHESTNUT  | COLEMAN, JALISA        | \$61.62         | \$61.62     | Robert Hopson         |          |
| 144 | 36-002-04 | 51-002-039-01 | 1402 N EATON    | ALBION PAWN LLC        | \$86.03         | \$86.03     | Andy Castaneda        |          |
|     |           |               |                 |                        | \$27,772.41     | \$37,379.37 |                       |          |

**DELINQUENT ABATEMENT CHARGES  
TO BE ADDED TO THE 2017 SUMMER TAX BILLS**

|    | <b>Cust No.</b> | <b>Parcel #</b> | <b>Customer</b>            | <b>St. #</b> | <b>St. Dir</b> | <b>St. Name</b> | <b>Balance</b> | <b>Current Owner</b>       | <b>Comments</b>           |
|----|-----------------|-----------------|----------------------------|--------------|----------------|-----------------|----------------|----------------------------|---------------------------|
| 1  | 369             | 51-001-828-00   | Mary Burney                | 314          | W              | Chestnut        | \$470.04       | Mary Burney                | 7/2016                    |
| 2  | 12618           | 51-000-032-00   | RWLS II LLC                | 217          | E              | Pine            | \$579.40       | RWLS II LLC                | 6/2016, 8/2016,<br>9/2016 |
| 3  | 12662           | 51-001-319-00   | PF1 LLC                    | 103          | W              | ELM             | \$917.80       | Rvfm 4 series LLC          | 6/2016                    |
| 4  | 12665           | 51-012-922-00   | Heather & Aaron Smith      | 514          | S              | Eaton           | \$919.79       | Heather & Aaron Smith      | 6/2016, 9/2016            |
| 5  | 12673-1         | 51-011-017-02   | Trott & Trott              | 1019         | N              | Mingo           | \$190.20       | Fannie Mae                 | 11/2015                   |
| 6  | 12718           | 51-001-337-00   | Ivan Carter H Jr.          | 310          | S              | Ionia           | \$1,259.04     | Ivan Carter H Jr.          | 10/2015, 9/2016           |
| 7  | 12736           | 51-001-597-00   | MI Albion Holdings inc     | 1000         | W              | Erie            | \$957.35       | MI Albion Holdings inc     | 6/2016, 8/2016            |
| 8  | 12741           | 51-003-307-00   | WR Asset Trust             | 1302         |                | Barnes          | \$409.16       | WR Asset Trust             | 7/2016                    |
| 9  | 12742           | 51-007-760-00   | John or Venetta Simmons    | 1507         |                | Cooper          | \$619.65       | John or Venetta Simmons    | 11/2015                   |
| 10 | 12743           | 51-001-706-00   | Marie Tina Walker          | 407          |                | Austin          | \$735.29       | Marie Tina Walker          | 6/2016, 8/2016            |
| 11 | 12749           | 51-005-739-01   | Charles or Dorothy Clark   | 322          |                | Hartwell        | \$210.00       | Cindy Etchison             | 10/2015                   |
| 12 | 12750           | 51-006-930-00   | Philip & Nicola Wright     | 411          |                | Mechanic        | \$614.47       | Philip & Nicola Wright     | 6/2016                    |
| 13 | 12753           | 51-006-929-00   | Dawn Colon                 | 409          |                | Mechanic        | \$603.76       | Dawn Colon                 | 6/2016, 9/2016            |
| 14 | 12758           | 51-001-920-00   | Consolidated Rail Corp     | 99           | S              | Monroe          | \$449.75       | Consolidated Rail Corp     | 9/2016                    |
| 15 | 12759           | 51-001-707-00   | Shift Group LLC            | 501          |                | Austin          | \$705.04       | Shift Group LLC            | 6/2016, 8/2016            |
| 16 | 12766           | 51-001-812-00   | Mae F Sanders Trust        | 413          | W              | Chestnut        | \$510.44       | Mae F Sanders Trust        | 6/2016                    |
| 17 | 12767           | 51-009-644-00   | Dannyboy Holdings LLC      | 711          | N              | Monroe          | \$190.20       | Dannyboy Holdings LLC      | 6/2016                    |
| 18 | 12771           | 51-001-323-00   | DOUGLAS & CAROL VOGEL      | 111          | W              | ELM             | \$684.94       | DOUGLAS & CAROL<br>VOGEL   | 6/2016, 9/2016            |
| 19 | 12772           | 51-005-801-00   | BENJAMIN DIXON             | 1201         |                | Chauncey        | \$1,074.03     | Nathan Plumber             | 6/2016                    |
| 20 | 12774           | 51-011-630-00   | Jaimee Kowalk              | 1005         |                | Chauncey        | \$307.68       | Michelle Lock              | 6/2016                    |
| 21 | 12778           | 51-001-798-00   | Bayview loan Servicing llc | 307          | W              | Chestnut        | \$194.60       | Bayview loan Servicing llc | 7/2016                    |
| 22 | 12779           | 51-001-959-00   | Garth Willoughby           | 1017         |                | Maple           | \$687.30       | Garth Willoughby           | 7/2016, 9/2016            |
| 23 | 12780           | 51-006-508-00   | Jason Hiland               | 112          |                | River           | \$200.00       | Jason Hiland               | 8/2016                    |
| 24 | 12783           | 51-006-735-00   | Julie Slayer               | 1218         | S              | Eaton           | \$470.04       | Julie Slayer               | 9/2016                    |
| 25 | 12784           | 51-005-719-00   | Troy or Sara Cornish       | 314          |                | Arthur          | \$449.75       | Troy or Sara Cornish       | 9/2016                    |
| 26 | 12785           | 51-012-037-00   | Shane Hodges               | 907          | N              | Clinton         | \$449.75       | Shane Hodges               | 9/2016                    |
| 27 | 12786           | 51-001-582-00   | Land Equity                | 702          | S              | Eaton           | \$194.60       | Land Equity                | 9/2016                    |
|    |                 |                 |                            |              |                |                 | \$15,054.07    |                            |                           |

2017 DELIQUENT WATER BILLS  
OUTSIDE CITY LIMITS

| #  | Acct      | Parcel            | Service Address  | Utility Customer           | Amount     | Total      | Property Owner | Comments |
|----|-----------|-------------------|------------------|----------------------------|------------|------------|----------------|----------|
| 1  | 23-291-00 | Albion Township   | 132 BUSHONG DR   | UNDERHILL, GENEVIEVE       | \$15.21    | \$15.21    |                | 2006     |
| 2  | 23-279-04 | Jackson County    | 29 ORCHARD KNOLL | PETERS, DEBRA              | \$17.53    | \$17.53    |                | 2009     |
| 3  | 23-279-06 | Jackson County    | 29 ORCHARD KNOLL | HANN, KEVIN                | \$21.61    | \$21.61    |                | 2011     |
| 4  | 23-279-08 | Jackson County    | 29 ORCHARD KNOLL | BECKHAM, JAMIE             | \$51.99    | \$51.99    |                | 2012     |
| 5  | 23-279-12 | Jackson County    | 29 ORCHARD KNOLL | BRANHAM, CODY              | \$6.82     | \$6.82     |                | 2013     |
| 6  | 23-279-22 | Jackson County    | 29 ORCHARD KNOLL | NAMYSLOWSKI, SAMANTHA      | \$32.06    | \$32.06    |                | 2015     |
| 7  | 13-215-07 | Sheridan Township | 510 N CLARK      | YATES, LISA                | \$144.80   | \$144.80   |                | 2009     |
| 8  | 13-217-03 | Sheridan Township | 152 WOODLAWN     | GARRETT, ELMER             | \$398.66   | \$451.46   |                | 2015     |
| 9  | 13-219-01 | Sheridan Township | 158 WOODLAWN     | P MOLES & J CUNDIFF        | \$177.58   | \$177.58   |                | 2012     |
| 10 | 13-232-00 | Sheridan Township | 116 LINWOOD      | ALVARADO, SAM              | \$215.58   | \$215.58   |                | 2011     |
| 11 | 13-236-17 | Sheridan Township | 133 LINWOOD      | PAULEY, RANDELL            | \$68.10    | \$68.10    |                | 2014     |
| 12 | 13-238-07 | Sheridan Township | 138 LINWOOD      | DORSETT-RISKE, JULIA       | \$91.94    | \$91.94    |                | 2013     |
| 13 | 13-243-06 | Sheridan Township | 103 COLUMBUS     | HORRELL, AMANDA            | \$16.04    | \$16.04    |                | 2009     |
| 14 | 13-253-03 | Sheridan Township | 902 N CLARK      | ALLSTARR HEATING & COOLING | \$49.24    | \$49.24    |                | 2012     |
| 15 | 23-182-00 | Sheridan Township | 1400 E MICHIGAN  | BUSHONG, SHIRLEY           | \$15.09    | \$15.09    |                | 2016     |
| 16 | 23-199-09 | Sheridan Township | 1544 E MICHIGAN  | WATKINS, KEVIN & STELLA    | \$40.17    | \$40.17    |                | 2012     |
| 17 | 23-221-01 | Sheridan Township | 9 SUNNYSIDE CT   | PRATER, ZANDRA             | \$36.90    | \$36.90    |                | 2010     |
| 18 | 23-226-04 | Sheridan Township | 4 SUNNYSIDE CT   | MATHE, WILLIAM             | \$45.20    | \$45.20    |                | 2014     |
| 19 | 23-226-06 | Sheridan Township | 4 SUNNYSIDE CT   | PODEN, SARAH               | \$71.86    | \$71.86    |                | 2016     |
| 20 | 23-269-00 | Sheridan Township | 1578 E MICHIGAN  | KLINKLE, FRANK             | \$122.86   | \$203.88   |                | 2016     |
| 21 | 23-274-02 | Sheridan Township | 1791 E MICHIGAN  | RIDE-RITE MOTORCYCLE TRAIL | \$52.22    | \$52.22    |                | 2014     |
| 22 | 23-276-01 | Sheridan Township | 1771 E MICHIGAN  | SMITH, LARRY               | \$13.85    | \$13.85    |                | 2009     |
| 23 | 23-276-02 | Sheridan Township | 1771 E MICHIGAN  | RUDD, BARRY                | \$44.02    | \$44.02    |                | 2010     |
| 24 | 23-301-01 | Sheridan Township | 1624 E MICHIGAN  | LENNOX, ARTHUR             | \$26.82    | \$26.82    |                | 2011     |
| 25 | 23-301-03 | Sheridan Township | 1624 E MICHIGAN  | BLB AUTOMOTIVE CONSULTIN   | \$576.41   | \$576.41   |                | 2016     |
| 26 | 32-191-01 | Sheridan Township | 26945 W MICHIGAN | HOT SUMMER INDUSTRIES INC  | \$56.74    | \$56.74    |                | 2009     |
| 27 | 37-016-01 | Sheridan Township | 26711 W MICHIGAN | ELASHKAR, ELASHKAR         | \$74.04    | \$74.04    |                | 2011     |
|    |           |                   |                  |                            |            |            |                |          |
|    |           |                   |                  |                            | \$2,483.34 | \$2,617.16 |                |          |

**Resolution #2017-24**

**A RESOLUTION TO APPROVE PROPOSAL FOR 2017 LOCAL STREET IMPROVEMENTS PROJECT FOR FORD RD. / TERPENNING ST./ CASS ST. WITH LAKELAND ASPHALT CORPORATION**

**Purpose and Finding:** The City of Albion has a current need for street improvements in the area of Ford Rd, Terpenning St., and Cass St., and has been working in conjunction with Wightman & Associates, Inc. (Engineers). Pursuant to Section 2-384, of the City of Albion Code of Ordinances, a Request for Proposals was published, seeking bidders to paving services and materials for the City. The City, having received multiple bids from various contractors, has selected the lowest bid, submitted pursuant to Section 2-396, of the City of Albion Code of Ordinances. In addition, in selecting the lowest bid, the City has also considered the additional criteria listed in Section 2-396(a)(1-9) of the City of Albion Code of Ordinances, and desires to enter into an agreement with Lakeland Asphalt Corporation. Albion College has also sought to pursue "Alternate A" (Athletic Fields Parking Lot) in conjunction with the base bid and will administer that portion of the contract separately from the City.

Council Member \_\_\_\_\_ moved, supported by Council Member \_\_\_\_\_, to approve the following resolution.

**RESOLVED**, that the bid for 2017 Local Street Improvements Project Ford Rd., Terpenning St., and Cass St., is hereby accepted for a total of \$346,359.00, as specified in the Lakeland Asphalt Corporation 2017 bid, which is hereby incorporated by reference.

**BE IT FURTHER RESOLVED**, that in addition to being the lowest bidder, Michigan paving and Materials Co. has met the additional criteria for consideration set forth in Section 2-396(a)(1-9) of the City of Albion Code of Ordinances.

**BE IT FURTHER RESOLVED**, that the City of Albion shall enter into a written contract with Lakeland Asphalt Corporation. for the provision of street improvements in the area of Ford Rd., Terpenning St., and Cass St., as set forth in the 2017 request for proposals. The contract referenced herein shall contain by reference the service requirements as set forth in the request for proposal. Said contract shall be at the rate(s) set forth in Lakeland Asphalt Corporation 2017 bid and shall contain such other terms as contained in the request for proposals and as the parties deem necessary.

**BE IT FURTHER RESOLVED**, that "Alternate A," (Athletic Fields Parking Lot) for Albion College, is likewise approved in conjunction with the base bid, as specified in the 2017 Lakeland Asphalt Corporation. Bid, for the amount of \$173,042.50. These costs will be fully reimbursed to the City of Albion by Albion College.

Date: June 5, 2017

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I certify that this resolution was adopted by the City Council of the City of Albion on June 5, 2017.

---

Jill Domingo  
City Clerk

May 30, 2017

**Allegan Office:**  
264 Western Avenue  
Allegan, MI 49010

City of Albion  
112 W. Cass Street  
Albion, MI 49224

**Telephone:**  
(269)673-8465

**Fax:**  
(269)927-1300

Attention: Mr. Jim Lenardson, Director of Public Services

**Website:**  
[www.wightman-assoc.com](http://www.wightman-assoc.com)

**RE: 2017 LOCAL STREET IMPROVEMENTS PROJECT**

Dear Jim:

I have tabulated and reviewed the bids received for the above referenced project and have found Lakeland Asphalt Corporation to be the low responsive bidder in the amount of \$519,401.50. Through discussions with Mr. Don Masternak of Albion College it has been decided they would like to administer Alternate A (Athletic Fields Parking Lot) of the contract independently from the City. It is my recommendation that the City of Albion award the base bid of this contract (Ford Rd., Terpenning St., and Cass St.) to Lakeland Asphalt Corporation in the amount of \$346,359.00 at the next regular City Council meeting scheduled for June 5, 2017.

I have enclosed one copy of the bid tabulation for your use.

Should you have any questions or comments, please feel free to call me.

Very truly yours,

**WIGHTMAN & ASSOCIATES, INC.**



Mickey E. Bittner, P.E.  
[mbittner@wightman-assoc.com](mailto:mbittner@wightman-assoc.com)

Enclosure

Cc w/ encl.: Dr. Sheryl Mitchell, City Manager (via email)  
Mr. Don Masternak, Albion College (via email)

PROJECT: **2017 Local Street Improvements Proj**  
 OWNER: **City of Albion**  
 BID OPENING **May 25, 2017**

| No.             | Description                              | Qty.   | Unit | Lakeland Asphalt Corp.<br>Springfield, MI |             | Quality Asphalt Paving<br>Homer, MI |             | Rieth-Riley Construction<br>Kalamazoo, MI |             | American Asphalt, Inc.<br>Lansing, MI |             | Michigan Paving &<br>Materials Jackson, MI |             |
|-----------------|--|--------|------|---|-------------|-------------------------------------|-------------|---|-------------|---------------------------------------|-------------|--|-------------|
|                 |  |        |      | Unit Price                                | Total       | Unit Price                          | Total       | Unit Price                                | Total       | Unit Price                            | Total       | Unit Price                                 | Total       |
| <b>BASE BID</b> |  |        |      |   |             |                                     |             |   |             |                                       |             |  |             |
| 1               | Mobilization, Max \$20,000               | 1      | LS   | \$14,600.00                               | \$14,600.00 | \$14,500.00                         | \$14,500.00 | \$20,000.00                               | \$20,000.00 | \$20,000.00                           | \$20,000.00 | \$20,000.00                                | \$20,000.00 |
| 2               | Dr Structure, Rem                        | 8      | Ea   | 1,000.00                                  | 8,000.00    | 1,100.00                            | 8,800.00    | 500.00                                    | 4,000.00    | 750.00                                | 6,000.00    | 750.00                                     | 6,000.00    |
| 3               | Curb and Gutter, Rem                     | 2,370  | Ft   | 8.00                                      | 18,960.00   | 9.00                                | 21,330.00   | 10.00                                     | 23,700.00   | 7.50                                  | 17,775.00   | 7.50                                       | 17,775.00   |
| 4               | Sidewalk, Rem                            | 450    | Syd  | 10.00                                     | 4,500.00    | 11.00                               | 4,950.00    | 10.00                                     | 4,500.00    | 8.00                                  | 3,600.00    | 8.00                                       | 3,600.00    |
| 5               | Pavt, Rem, Modified                      | 490    | Syd  | 12.00                                     | 5,880.00    | 13.00                               | 6,370.00    | 10.00                                     | 4,900.00    | 10.00                                 | 4,900.00    | 10.00                                      | 4,900.00    |
| 6               | Embankment, CIP                          | 50     | Cyd  | 25.00                                     | 1,250.00    | 25.00                               | 1,250.00    | 18.75                                     | 937.50      | 17.50                                 | 875.00      | 17.50                                      | 875.00      |
| 7               | Aggregate Base, 8 inch, Modified         | 60     | Syd  | 20.00                                     | 1,200.00    | 20.00                               | 1,200.00    | 13.00                                     | 780.00      | 15.00                                 | 900.00      | 15.00                                      | 900.00      |
| 8               | Sewer, CI E, 12 inch, Tr Det B           | 50     | Ft   | 70.00                                     | 3,500.00    | 75.00                               | 3,750.00    | 85.00                                     | 4,250.00    | 65.00                                 | 3,250.00    | 65.00                                      | 3,250.00    |
| 9               | Dr Structure Cover, Adj, Case 1          | 46     | Ea   | 450.00                                    | 20,700.00   | 500.00                              | 23,000.00   | 500.00                                    | 23,000.00   | 400.00                                | 18,400.00   | 400.00                                     | 18,400.00   |
| 10              | Dr Structure Cover, Cover B              | 11     | Ea   | 500.00                                    | 5,500.00    | 550.00                              | 6,050.00    | 525.00                                    | 5,775.00    | 450.00                                | 4,950.00    | 450.00                                     | 4,950.00    |
| 11              | Dr Structure Cover, Cover D              | 3      | Ea   | 600.00                                    | 1,800.00    | 600.00                              | 1,800.00    | 700.00                                    | 2,100.00    | 550.00                                | 1,650.00    | 550.00                                     | 1,650.00    |
| 12              | Dr Structure Cover, Cover K              | 19     | Ea   | 650.00                                    | 12,350.00   | 650.00                              | 12,350.00   | 750.00                                    | 14,250.00   | 600.00                                | 11,400.00   | 600.00                                     | 11,400.00   |
| 13              | Dr Structure Cover, Cover Q              | 13     | Ea   | 650.00                                    | 8,450.00    | 650.00                              | 8,450.00    | 525.00                                    | 6,825.00    | 600.00                                | 7,800.00    | 600.00                                     | 7,800.00    |
| 14              | Dr Structure, 24 inch Dia, Catch Basin   | 1      | Ea   | 1,250.00                                  | 1,250.00    | 1,750.00                            | 1,750.00    | 2,000.00                                  | 2,000.00    | 1,000.00                              | 1,000.00    | 1,000.00                                   | 1,000.00    |
| 15              | Dr Structure, 48 inch Dia                | 2      | Ea   | 1,250.00                                  | 2,500.00    | 2,000.00                            | 4,000.00    | 2,250.00                                  | 4,500.00    | 1,500.00                              | 3,000.00    | 1,500.00                                   | 3,000.00    |
| 16              | Cold Milling HMA Surface                 | 10,600 | Syd  | 1.33                                      | 14,098.00   | 1.00                                | 10,600.00   | 1.45                                      | 15,370.00   | 2.50                                  | 26,500.00   | 2.40                                       | 25,440.00   |
| 17              | HMA, LVSP, 1 1/2 inch, (Leveling)        | 10,600 | Syd  | 5.51                                      | 58,406.00   | 6.01 *                              | 63,706.00   | 4.99                                      | 52,894.00   | 6.50                                  | 68,900.00   | 7.43                                       | 78,758.00   |
| 18              | HMA, LVSP, 1 1/2 inch, (Top)             | 10,600 | Syd  | 5.80                                      | 61,480.00   | 5.95 *                              | 63,070.00   | 4.99                                      | 52,894.00   | 6.50                                  | 68,900.00   | 7.43                                       | 78,758.00   |
| 19              | Curb and Gutter, Conc, Det C4            | 2,370  | Ft   | 19.00                                     | 45,030.00   | 18.15                               | 43,015.50   | 19.75                                     | 46,807.50   | 19.00                                 | 45,030.00   | 18.50                                      | 43,845.00   |
| 20              | Detectable Warning Surface, Modified     | 148    | Ft   | 35.00                                     | 5,180.00    | 50.00                               | 7,400.00    | 36.00                                     | 5,328.00    | 35.00                                 | 5,180.00    | 32.00                                      | 4,736.00    |
| 21              | Sidewalk Ramp, Conc, 6 inch              | 1,620  | Sft  | 6.40                                      | 10,368.00   | 8.55                                | 13,851.00   | 5.75                                      | 9,315.00    | 6.40                                  | 10,368.00   | 4.00                                       | 6,480.00    |
| 22              | Sidewalk, Conc, 4 inch                   | 2,430  | Sft  | 3.50                                      | 8,505.00    | 4.50                                | 10,935.00   | 4.75                                      | 11,542.50   | 3.50                                  | 8,505.00    | 4.00                                       | 9,720.00    |
| 23              | Pavt Mrkg, Waterborne, Crosswalk, 6 inch | 880    | Ft   | 1.25                                      | 1,100.00    | 0.25                                | 220.00      | 0.35                                      | 308.00      | 2.00                                  | 1,760.00    | 1.25                                       | 1,100.00    |
| 24              | Pavt Mrkg, Waterborne, Stop Bar, 18 inch | 270    | Ft   | 2.60                                      | 702.00      | 0.60                                | 162.00      | 0.75                                      | 202.50      | 4.00                                  | 1,080.00    | 2.60 *                                     | 702.00      |

P:\Allegan\172029 Albion 2017 Local Streets\G) Construction Admin\G10 Bid Docs\Bid Tab.xlsxBid Tab.xlsx

# BID TAB

| No.                           | Description                             | Qty.   | Unit | Lakeland Asphalt Corp.<br>Springfield, MI |                     | Quality Asphalt Paving<br>Homer, MI |                       | Rieth-Riley Construction<br>Kalamazoo, MI |                     | American Asphalt, Inc.<br>Lansing, MI |                     | Michigan Paving &<br>Materials Jackson, MI |                       |
|-------------------------------|---|--------|------|---|---------------------|-------------------------------------|-----------------------|---|---------------------|---------------------------------------|---------------------|--|-----------------------|
|                               |   |        |      | Unit Price                                | Total               | Unit Price                          | Total                 | Unit Price                                | Total               | Unit Price                            | Total               | Unit Price                                 | Total                 |
| 25                            | Pavt Mrkg, Waterborne, Railroad Sym     | 2      | Ea   | \$175.00                                  | \$350.00            | \$175.00                            | \$350.00              | \$75.00                                   | \$150.00            | \$250.00                              | \$500.00            | \$175.00                                   | \$350.00              |
| 26                            | Traffic Maintenance & Control           | 1      | LS   | 5,000.00                                  | 5,000.00            | 7,350.00                            | 7,350.00              | 41,700.00                                 | 41,700.00           | 12,500.00                             | 12,500.00           | 25,674.00                                  | 25,674.00             |
| 27                            | Restoration                             | 1      | LS   | 7,500.00                                  | 7,500.00            | 7,500.00                            | 7,500.00              | 6,000.00                                  | 6,000.00            | 6,000.00                              | 6,000.00            | 6,000.00                                   | 6,000.00              |
| 28                            | Water Shuttoff, Adj                     | 12     | Ea   | 350.00                                    | 4,200.00            | 375.00                              | 4,500.00              | 350.00                                    | 4,200.00            | 250.00                                | 3,000.00            | 250.00                                     | 3,000.00              |
| 29                            | Water Valve Box                         | 10     | Ea   | 400.00                                    | 4,000.00            | 450.00                              | 4,500.00              | 350.00                                    | 3,500.00            | 350.00                                | 3,500.00            | 350.00                                     | 3,500.00              |
| 30                            | Railroad Protection, Railroad Crossing  | 5,000  | Dlr  | 1.00                                      | 5,000.00            | 1.00                                | 5,000.00              | 1.00                                      | 5,000.00            | 1.00                                  | 5,000.00            | 1.00                                       | 5,000.00              |
| 31                            | Railroad Protective Liability Insurance | 5,000  | Dlr  | 1.00                                      | 5,000.00            | 1.00                                | 5,000.00              | 1.00                                      | 5,000.00            | 1.00                                  | 5,000.00            | 1.00                                       | 5,000.00              |
| <b>Base Bid Amount</b>        |   |        |      |   | <b>\$346,359.00</b> |                                     | * <b>\$366,709.50</b> |   | <b>\$381,729.00</b> |                                       | <b>\$377,223.00</b> |  | * <b>\$403,563.00</b> |
| <b>ALTERNATE A</b>            |   |        |      |   |                     |                                     |                       |   |                     |                                       |                     |  |                       |
| 32                            | Mobilization, Max \$15,000              | 1      | LS   | \$8,400.00                                | \$8,400.00          | \$5,000.00                          | \$5,000.00            | \$15,000.00                               | \$15,000.00         | \$5,000.00                            | \$5,000.00          | \$15,000.00                                | \$15,000.00           |
| 33                            | Site Grading                            | 1      | LS   | 25,000.00                                 | 25,000.00           | 3,500.00                            | 3,500.00              | 23,000.00                                 | 23,000.00           | 15,000.00                             | 15,000.00           | 15,000.00                                  | 15,000.00             |
| 34                            | Dr Structure Cover, Adj, Case 1         | 20     | Ea   | 450.00                                    | 9,000.00            | 450.00                              | 9,000.00              | 500.00                                    | 10,000.00           | 400.00                                | 8,000.00            | 400.00                                     | 8,000.00              |
| 35                            | HMA, LVSP, 1 1/2 inch (Leveling)        | 12,250 | Syd  | 4.78                                      | 58,555.00           | 5.73                                | * 70,192.50           | 5.18                                      | 63,455.00           | 7.00                                  | 85,750.00           | 6.74                                       | 82,565.00             |
| 36                            | HMA, LVSP, 1 1/2 inch (Top)             | 12,250 | Syd  | 5.27                                      | 64,557.50           | 5.94                                | * 72,765.00           | 5.35                                      | 65,537.50           | 7.00                                  | 85,750.00           | 6.74                                       | 82,565.00             |
| 37                            | Pavt Mrkg, Waterborne, Parking Lots     | 1      | LS   | 4,530.00                                  | 4,530.00            | 600.00                              | 600.00                | 950.00                                    | 950.00              | 1,500.00                              | 1,500.00            | 4,530.00                                   | 4,530.00              |
| 38                            | Restoration                             | 1      | LS   | 3,000.00                                  | 3,000.00            | 3,500.00                            | 3,500.00              | 7,500.00                                  | 7,500.00            | 2,500.00                              | 2,500.00            | 2,500.00                                   | 2,500.00              |
| <b>Alternate A Bid Amount</b> |   |        |      |   | <b>\$173,042.50</b> |                                     | * <b>\$164,557.50</b> |   | <b>\$185,442.50</b> |                                       | <b>\$203,500.00</b> |  | <b>\$210,160.00</b>   |
| <b>Total Bid Amount</b>       |   |        |      |   | <b>\$519,401.50</b> |                                     | * <b>\$531,267.00</b> |   | <b>\$567,171.50</b> |                                       | <b>\$580,723.00</b> |  | * <b>\$613,723.00</b> |

|                                 |            |            |            |            |            |
|---------------------------------|------------|------------|------------|------------|------------|
| <b>Received signed proposal</b> | <b>Yes</b> | <b>No</b>  | <b>No</b>  | <b>Yes</b> | <b>Yes</b> |
| <b>Acknowledged Addendum 1</b>  | <b>Yes</b> | <b>Yes</b> | <b>Yes</b> | <b>Yes</b> | <b>Yes</b> |
| <b>Bid Bond Included</b>        | <b>Yes</b> | <b>Yes</b> | <b>Yes</b> | <b>Yes</b> | <b>Yes</b> |

\* Denotes error in calculation which was fixed.

***CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS  
FOR THE***

***CITY OF ALBION***

***2017 LOCAL STREET  
IMPROVEMENTS PROJECT***

*MAY, 2017*



**WIGHTMAN & ASSOCIATES, INC.**  
ENGINEERING ♦ SURVEYING ♦ ARCHITECTURE

264 Western Avenue  
Allegan, Michigan 49010

Phone: (269) 673-8465  
Fax: (269) 673-5464

[www.wightman-assoc.com](http://www.wightman-assoc.com)

\*\*\*\*\*

**CITY OF ALBION**

***2017 Local Street Improvements Project***

\*\*\*\*\*

**INDEX**

PART 1 ADVERTISEMENT FOR BIDS .....A-1

PART 2 INSTRUCTIONS TO BIDDERS ..... I-1 to I-4

PART 3 GENERAL CONDITIONS ..... GC-1 to GC-16

PART 4 SCHEDULE OF DRAWINGS..... SD-1 TO SD-5

PART 5 GENERAL SPECIFICATIONS .....GS-1 to GS-5

PART 6 PROJECT SPECIFICATIONS ..... PS-1 to PS-36

PART 7 CONTRACT ..... C-1 to C-3

PART 8 PROPOSAL ..... P-1 to P-3

PART 9 PERFORMANCE BOND AND PAYMENT BOND .....H-1 to H-3

**City of Albion**  
**2017 Local Street Improvements Project**

**PART 1**

**ADVERTISEMENT FOR BID**

1 of 1

The City of Albion will receive sealed bids for the 2017 Local Street Improvements Project until 10:00 a.m. local time on the 25<sup>th</sup> day of May, 2017 at the Albion City Hall, 112 West Cass Street, Albion, Michigan, 49224, at which time and place all bids will be opened and read aloud.

The proposed street improvements are located on Ford Road from Wiener Drive to Terpenning Street, Terpenning Street from E. Broadwell Street to E. Watson Street and E. Cass Street from Superior Street to Huron Street. The work for which bids are being requested consists of cold milling HMA surface, curb and gutter replacement, ADA ramp installation, minor drainage improvements, drainage structure covers, HMA surfacing, pavement markings, and restoration. Bid Alternate A – Athletic Fields Parking Lots is located adjacent to the athletic fields complex of Albion College on Farley Drive off from S. Hannah Street. The work for which Bid Alternate A is being requested includes site grading, HMA surfacing, drainage structure adjustments, pavements markings and restoration.

The Contract Documents are on file for examination at the Albion City Hall, 112 West Cass Street, Albion, Michigan 49224; at the office of the Engineer, Wightman & Associates, Inc., 264 Western Avenue, Allegan, MI 49010; at the office of the Kalamazoo Builders Exchange, 3431 East Kilgore Road, Kalamazoo, MI 49001; at the office of Builders Exchange of Lansing, 1240 E. Saginaw Street, Lansing, MI 48906; and at the office of McGraw-Hill Construction Dodge, 2521 E. Michigan Avenue, Lansing, MI 48912.

The Contract Documents including plans and specifications may be obtained at the office of the ENGINEER, Wightman & Associates, Inc., 264 Western Avenue, Allegan, MI 49010, Ph. (269) 673-8465 at a non-refundable cost of Ten Dollars (\$10.00) for each set of documents so obtained. An additional Ten Dollars (\$10.00) will be charged for plans requiring shipping. Additional sets may be obtained at a non-refundable cost of Ten Dollars (\$10.00). Neither the OWNER nor the ENGINEER will be responsible for partial sets of documents obtained from any other source. The Contract Documents including plans and specifications are also available for download free of charge on Wightman & Associates, Inc. Webpage at <http://www.wightman-assoc.com/bids>. Advertisement for Bid, Plan Holder's List, all Addenda, and the Bid Tabulation will be made available on Wightman & Associates, Inc. Web Page at <http://www.wightman-assoc.com/bids>.

The OWNER reserves the right to reject any or all bids and to waive any irregularities in bidding.

A certified check or bank draft drawn on a solvent bank in the State of Michigan payable without condition to the OWNER or a satisfactory bid bond executed by the bidder and a surety company in an amount not less than five percent (5%) of the bid shall be submitted with each bid.

No bids may be withdrawn after the opening of the bids for a period of thirty (30) days to allow the review of proposals and to allow completion of necessary financial arrangements.

The successful bidder will be required to furnish a satisfactory Performance Bond and Payment Bond in the amount of 100 percent (100%) of the Contract price. Bond forms are included in the Contract Documents.

CITY OF ALBION

\_\_\_\_\_  
Sheryl L. Mitchell, City Manager

\_\_\_\_\_  
Date

**PART 2**

**INSTRUCTIONS TO BIDDERS**

**INDEX**

|   |     |
|---|-----|
| 1. PREPARATION OF PROPOSAL.....                       | I-1 |
| 2. BID SECURITY .....                                 | I-1 |
| 3. LIQUIDATED DAMAGES.....                            | I-1 |
| 4. EXAMINATION OF SITE AND SPECIFICATIONS .....       | I-1 |
| 5. INTERPRETATION OF PROPOSED CONTRACT DOCUMENTS..... | I-2 |
| 6. QUALIFICATIONS OF BIDDER.....                      | I-2 |
| 7. APPROXIMATE QUANTITIES.....                        | I-2 |
| 8. STANDARD MANUFACTURER .....                        | I-2 |
| 9. SOIL BORINGS .....                                 | I-2 |
| 10. SIGNING OF BIDS.....                              | I-3 |
| 11. AWARD OF CONTRACT .....                           | I-3 |
| 12. EXECUTION OF AGREEMENT .....                      | I-3 |
| 13. EFFECTIVE DATE OF CONTRACT AWARD.....             | I-4 |
| 14. DISQUALIFICATION OF BIDDERS.....                  | I-4 |
| 15. PENALTY FOR COLLUSION .....                       | I-4 |
| 16. PERFORMANCE BOND AND PAYMENT BOND.....            | I-4 |
| 17. CITY OF ALBION INCOME TAX.....                    | I-4 |

**PART 2**

**INSTRUCTIONS TO BIDDERS**

1. **Preparation of Proposal**

Each proposal shall be firmly sealed in an envelope which is clearly labeled "2017 Local Street Improvements Project" and delivered to the office designated in the Advertisement for Bids. All bids are to be made only on forms of proposal furnished by the OWNER and included in this volume. Only proposals which are made out upon the regular proposal forms attached hereto will be considered. A separate set of proposal forms has been provided for submission of the bid. The OWNER may consider as informal any proposal on which there is an alteration of or departure from the prescribed form. Any unauthorized riders or qualifications to the bid as submitted may be rejected as irregular.

The proposal must be legibly written in ink with all prices given in figures as required by the proposal form. In case of unit price proposals, the bidder shall fill in the unit price bid for each item and in addition thereto, make an extension based on the estimated quantities. In case of incorrect totaling of amounts or where the unit bid price and the extension do not agree, the unit bid price shall in all cases govern in arriving at the correct extension and/or total for the purpose of comparing bids.

2. **Bid Security**

No proposal will be received unless accompanied by a certified check or bank draft or a satisfactory bid bond executed by the bidder and a Surety Company in an amount not less than five (5%) percent of the total bid payable to the OWNER as a guarantee that if the bid is accepted, the bidder will execute and file the proposed Contract and bond within ten (10) days from the date of the award of the Contract. On failure of the successful bidder to execute the Contract and file the required bonds and insurance within the required time, he shall forfeit his bid security as agreed as liquidated damages. By filing a proposal, all bidders agree to accept this provision.

3. **Liquidated Damages**

Failure to completely finish the whole of the specified work within the number of calendar days specified for completing all work of the Contract including extensions granted subject to the provisions of Article 19 of the General Conditions, shall entitle the OWNER to deduct from the moneys due the CONTRACTOR as "Liquidated Damages" and not as a penalty, the sum of \$600 per day for each and every calendar day of delay in completion of the work.

4. **Examination of Site and Specifications**

At the time of opening bids, each bidder will be presumed to have made a personal investigation of the site of the work and of existing structures and to have read and be thoroughly familiar with the plans, specifications and Contract Documents (including all addenda). He shall determine to his own satisfaction the conditions to be encountered, the nature of the ground, difficulties involved in completing the Contract and all factors affecting the work proposed under this Contract.

The bidder to whom this Contract is awarded will not be entitled to any additional compensation by reason of his failure to fully acquaint himself with the conditions at the site or by his failure to fully examine the plans, specifications and Contract Documents.

**City of Albion**  
**2017 Local Street Improvements Project**

5. Interpretation of Proposed Contract Documents

If any person contemplating submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed Contract Documents, he may submit to the ENGINEER a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt deliver. Any interpretation of the proposed documents will be made only by addenda duly issued or delivered to each person receiving a set of such documents. The OWNER will not be responsible for any other explanations or interpretations of the proposed documents.

6. Qualification of Bidder

The OWNER shall have the right to take such steps as is deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish the OWNER all such information and data for this purpose as the OWNER may request. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such bidder does not satisfy the OWNER that the bidder is qualified to carry out properly the terms of the Contract Documents.

7. Approximate Quantities

In cases where any part or all of the bidding is to be received on a unit price basis, the quantities stated are not intended to govern. The quantities stated on which unit prices are so invited are approximate only and each bidder will be required to make his own estimates of amounts and to calculate his unit price accordingly. Bids will be compared on the basis of the stated number of units in the proposal form. Such estimated quantities while made from the best information available are approximate only. Payment on the Contract will be based on actual number of units installed on the completed work.

8. Standard Manufacturer

Wherever the terms "standard", "recognized" or "reputable" manufacturer are used, they shall be construed as meaning, manufacturers who have been engaged in the business of fabricating materials, equipment or supplies of the nature called for by the specifications for a reasonable period of time prior to the date set for opening of bids and who can demonstrate to the satisfaction of the OWNER that said manufacturer has successfully installed in a least three instances and that the performance of such materials, equipment or supplies has been satisfactory. Manufacturers who have been engaged in the business of manufacturing said materials, equipment or supplies for a period of over twelve months prior to the ate fixed for opening bids shall, prima facie, be deemed to have been engaged in such business for a reasonable length of time.

9. Soil Borings

Bidders shall make whatever borings necessary to fully acquaint themselves with conditions as they exist so that they may fully understand the conditions which may affect the cost of the work. Failure to make such borings or any borings made which do not provide a complete understanding of the conditions encountered, shall not relieve the CONTRACTOR of the responsibility for carrying out all the work to completion as shown on the plans, or as specified, at the price specified to be paid for the work. Where the results of any test borings are shown on the plan, the information is not guaranteed and the CONTRACTOR must satisfy himself as to the character of materials that may be encountered.

**City of Albion**  
**2017 Local Street Improvements Project**

10. Signing of Bids

Bids which are not signed by the individual making them, shall have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

Bids which are signed by a partnership shall be signed by all the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid a power of attorney evidencing authority to sign the bid executed by the partners.

Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the president or other authorized officers of the corporation manually written below the corporate name following the work "by". If such a bid is manually signed by an officer other than the president of the corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the bid shall be attached to it. Such a bid shall also bear the attested signature of the secretary of the corporation and the impression of the corporate seal.

11. Award of Contract

An award of Contract will be made in accordance with the applicable stipulations in the proposal to the lowest responsible bidder whose proposal complies with all the requirements prescribed, provided his bid is reasonable and it is to the interest of the OWNER to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The OWNER reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the OWNER.

When so stipulated in the proposal form, the OWNER may elect to make a tentative award of Contract pending the sale of bonds or the completion of other financing arrangements. In such event and upon successful completion of the necessary arrangements to finance the cost of the project, the OWNER and the successful bidder to whom the tentative award has been made, shall enter into a written Contract at the price stated in the proposal and as specified provided that the elapsed time from the date of the tentative award shall not exceed the period set forth in the proposal form. The time for execution of the written Contract may be extended beyond the period set forth in the proposal if such extension is mutually agreeable to the OWNER and the successful bidder.

12. Execution of Agreement

The bidder to whom an award is made will be required to enter into a written Agreement in the form hereto annexed within ten (10) days (Sundays and legal holidays excepted) after being notified of the acceptance of his bid and receipt by him of the copies of the documents to be executed. In case of failure to comply with this requirement, he may be considered to have abandoned all his rights and interests in the award and his certified check or amount of bidder's bond may be declared to be forfeited to the OWNER and the Contract may be awarded to another. Each Contract must be executed in three (3) original counter parts and no more and there shall be executed original counter parts of the CONTRACTOR'S performance bond in equal number to the executed original counterparts of the Contract. Two (2) copies of such executed documents will be retained by the OWNER; the third will be delivered to the CONTRACTOR.

**City of Albion**  
**2017 Local Street Improvements Project**

13. Effective Date of Contract Award

Subject to the applicable provisions of law, this Contract shall be full force and effect as a Contract from and after the date when formal notice of such award signed by the authorized representative of the OWNER has been delivered to the intended awardee or mailed to him at the main business shown in his proposal by some officer or agent of the OWNER duly authorized to give such notice.

14. Disqualification of Bidders

More than one proposal for the work described in this document, to be included under a Contract, from an individual, firm or partnership, a corporation or an association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reasonable grounds for believing that any member, representative or agent of any bidder entered into any combination, collusion or agreement to induce anyone to refrain from bidding in any way or manner whatever, the proposal of the participants in such activities will not be considered.

15. Penalty for Collusion

If at any time it shall be found that any member, representative or agent of the person, firm or corporation to whom the Contract has been awarded has in presenting any bid or bids entered into any combination, collusion or Agreement with any person relative to the price to be bid by anyone, or attempted to prevent any person from bidding or attempted to induce anyone to refrain from bidding or if the bid was made with reference to any other bid or with any Agreement, understanding, or combination with anyone in reference to the letting of such Contract in any way or manner whatever, then the Contract so awarded shall be null and void and the CONTRACTOR and his sureties shall be liable to the OWNER for loss or damage which the OWNER may suffer thereby and the OWNER may advertise anew for bids for said work.

16. Performance, Maintenance, and Payment Bonds

The successful bidder shall furnish a Performance Bond and a Payment Bond in a penal sum of at least 100 percent (100%) of the total amount payable by the terms of the Contract. Such bond shall be in the form of bond, a copy of which is included in the Contract Documents. Such Performance Bond and Payment Bonds shall be furnished and executed and delivered by the successful bidder to the OWNER within ten (10) days after the receipt by the successful bidder of the Contract forms and notification that the OWNER is in a position to enter into a signed Contract. Bonds shall be furnished through a Surety Company licensed in the State of Michigan.

17. City of Albion Income Tax

Wages paid for work performed for the City of Albion are subject to a City income tax in the amount of 1% of the gross wages paid for City residents and 0.5% for non-residents. The Contractor shall contact the City Treasurer for information on how to pay the City income taxes.

**PART 3**

**GENERAL CONDITIONS**

**INDEX**

|  |       |
|--|-------|
| 1. DEFINITIONS .....                                     | GC-1  |
| 2. INTENT OF CONTRACT DOCUMENTS .....                    | GC-1  |
| 3. PLANS AND SPECIFICATIONS .....                        | GC-2  |
| 4. SITE CONDITIONS.....                                  | GC-3  |
| 5. MATERIALS AND WORKMANSHIP.....                        | GC-6  |
| 6. ROYALTIES AND PATENTS.....                            | GC-6  |
| 7. PERMITS AND COMPLIANCE WITH LAWS.....                 | GC-6  |
| 8. INSPECTION .....                                      | GC-7  |
| 9. COOPERATION.....                                      | GC-7  |
| 10. RESPONSIBILITY OF CONTRACTOR .....                   | GC-7  |
| 11. SUBCONTRACTS .....                                   | GC-8  |
| 12. CHATTEL MORTGAGES .....                              | GC-8  |
| 13. DAMAGES.....   | GC-8  |
| 14. WORKMEN'S COMPENSATION.....                          | GC-9  |
| 15. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE ..... | GC-9  |
| 16. ESTIMATED QUANTITIES .....                           | GC-10 |
| 17. CHANGES IN WORK.....                                 | GC-10 |
| 18. PROGRESS SCHEDULE .....                              | GC-11 |
| 19. NOTICE TO SUSPEND WORK .....                         | GC-11 |
| 20. UNAVOIDABLE DELAYS AND EXTENSION OF TIME.....        | GC-12 |
| 21. TERMINATION FOR BREACH.....                          | GC-12 |
| 22. COST OF WORK.....                                    | GC-13 |

**PART 3**

**GENERAL CONDITIONS**

**INDEX (Continued)**

|  |       |
|--|-------|
| 23. GUARANTEE.....                       | GC-13 |
| 24. ENGINEER TO DECIDE .....             | GC-13 |
| 25. DUTIES AND POWERS .....              | GC-13 |
| 26. NO WAIVER OF RIGHTS .....            | GC-13 |
| 27. NIGHT, WEEKEND, OR HOLIDAY WORK..... | GC-14 |
| 28. BONDS .....                          | GC-14 |
| 29. PRICES.....                          | GC-14 |
| 30. MONTHLY ESTIMATES AND PAYMENTS ..... | GC-15 |
| 31. FINAL ESTIMATE AND PAYMENT .....     | GC-15 |
| 32. FINAL PAYMENT TO RELEASE OWNER ..... | GC-15 |
| 33. SOIL EROSION PERMIT .....            | GC-16 |
| 34. JOB SITE SAFETY .....                | GC-16 |

**PART 3**

**GENERAL CONDITIONS**

1. **Definitions**

Wherever used in any of the Contract Documents, the following meaning shall be given to the term herein defined:

- A. **Contractor** – The person, firm or corporation to whom the within Contract is awarded by the OWNER and who is subject to the term thereof.
- B. **Subcontractor** – A person, firm or corporation other than the CONTRACTOR supplying labor and materials or labor for work at the site of the project.
- C. **Project** – The entire improvement proposed by the OWNER to be constructed in part or in whole pursuant to the within Contract.
- D. **Work** – The work to be done including all labor, materials, tools and all appliances and appurtenances necessary to perform and complete everything specified or implied in the plans or in this Contract in full compliance with all the terms and conditions thereof.
- E. **Owner** – The municipality, person, firm or corporation as specified in the Advertisement for Bids for who the work is to be done.
- F. **Engineer** – The ENGINEER, engineering firm or corporation as specified in the Advertisement for Bids who are designed by the OWNER for the work or their duly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.
- G. **Contract Documents or Contract** – All of the component parts of the Contract including the Advertisement for Bids, Instruction to Bidders, General Conditions, General Specifications, Detailed Specifications, Proposal, Contract Bonds, all of which are attached hereto; and including any Addenda, which may be issued and made a part of the Contract; and the plans and drawings therein referred to an other drawings, specifications and engineering data which may be furnished by the CONTRACTOR and approved by the OWNER and such additional specifications and drawings which may be furnished by the ENGINEER from time to time as are necessary to make clear and to define in greater detail the intent of the specifications and plans.

2. **Intent of the Contract Documents**

The Contract Documents are complementary and what is called for by any one shall be as binding as if call for by all. The intention of the Contract Documents is to include in the Contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation and all other expenses as may be necessary for the proper execution of the work.

In interpreting the Contract Documents, words describing work or materials which have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well-known meaning recognized by architects, engineers and the trade.

***City of Albion***  
***2017 Local Street Improvements Project***

3. *Plans and Specifications*

The location of the work together with the details for the construction of the various structures is shown upon the set of plans specified in PART 4, SCHEDULE OF DRAWINGS.

These plans together with the Specifications form a part of the Contract. Where dimensions are shown on the drawings, they shall take precedence over scaled distances and dimensions.

In the event of any discrepancy between the plans and the Specifications, the decision of the ENGINEER, shall be decisive thereon. The figured dimensions on the plans are to be taken as correct, but the CONTRACTOR is required to carefully check all dimensions of structures before beginning work thereon. Should any errors be discovered, the ENGINEER'S attention shall be called to the same and the proper corrections made. All notes on the plans shall be carefully observed by the CONTRACTOR and are to be made a part of the Contract.

Before ordering any materials or equipment, but in ample time to permit the satisfactory progress of the work, the CONTRACTOR shall submit to the ENGINEER for approval, additional drawings or prints in triplicate of the equipment included under his Contract together with the information in such detail as may be necessary to permit the ENGINEER, to inform himself of the design of the equipment and the character of the various materials. Since some of the materials or equipment are dependent one upon the other for determination of measurements or fit of parts, the drawings of such items shall be submitted at approximately the same time to permit proper checking by the ENGINEER.

The CONTRACTOR shall at his own expense, make such changes in the above drawings as may be found necessary upon inspection by the ENGINEER to make them conform to the specifications or to the layout. Prior to the approval of any such drawings, any work which the CONTRACTOR may do on the equipment covered by the drawings, shall be at his own risk as the OWNER will not be responsible for any expense incurred by the CONTRACTOR in changing equipment to make it conform to the drawings as finally approved.

Of the minor equipment for which drawings may not be required, the CONTRACTOR shall furnish to the ENGINEER tabulated lists from time to time showing the name of the manufacturer and the catalog number of the type of equipment proposed together with such prints, dimensions, specifications, samples or other data as may be required to permit intelligent judgment of the acceptability of the equipment and materials proposed.

Upon approval of the above drawings, lists, prints, samples and other data, the same shall become a part of this Contract and the equipment furnished shall be in conformance with the same provided that the approval of the above drawings, lists, prints, specifications, samples or other data shall in no way release the CONTRACTOR from the responsibility for which said equipment is installed nor from his liability to replace the same should it prove defective or fail to meet the specified requirements.

The CONTRACTOR shall check all dimensions and quantities of the drawings furnished by the OWNER or by himself and shall notify the ENGINEER of all errors or omissions which he may discover by examining and checking the drawings. He will not be allowed to take advantage of any error or omission in the drawings as fully instructions will be furnished by the ENGINEER, should such error omission be discovered, and the CONTRACTOR shall carry out such instructions as if originally specified.

**City of Albion**  
**2017 Local Street Improvements Project**

4. Site Conditions

*Subsurface and Physical Conditions:*

- A) *Reports and Drawings:* The Contract Documents may identify:
1. Soil borings, existing plans, drawings, surveys or other reports of explorations 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) Contractor may not rely upon the *Reports and Drawings* referenced in 4A or make any claim against OWNER, ENGINEER, or any of ENGINEER'S Consultants or Subcontractors related to the *Reports and Drawings*. This limitation includes, but is not limited 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 or shown or indicated in the *Reports and Drawings*; or
  3. Any CONTRACTOR interpretation of or conclusion drawn from any of the *Reports and Drawings* or any other data, interpretations, opinions or information referenced in the *Reports and Drawings*; or
  4. Soil Borings that have been made by ENGINEER, OWNER or one of their Consultants or Subcontractors, if any, are shown in the *Reports and Drawings* or the Plans. This information is offered to the CONTRACTOR only as information relied upon by ENGINEER in the preparation of the Contract Documents, and the CONTRACTOR is solely responsible for confirming actual conditions and ENGINEER, OWNER or their Consultants or Subcontractors have no responsibility for any conclusion, interpretation or analysis contained therein or made by the CONTRACTOR based upon his review of the Soil Borings. Neither OWNER nor ENGINEER has any responsibility for and does not warrant that the soils or water table encountered during construction will be as shown in the borings.
- C) CONTRACTOR warrants that before submitting his bid he has personally determined the soil and subsoil conditions, including the water table elevation and the conditions to be encountered by CONTRACTOR in the performance of the work and that said conditions and factors have been evaluated by CONTRACTOR and incorporated into his Contract with OWNER. CONTRACTOR further warrants that he is fully aware of the soil conditions, subsoil conditions, water table and all applicable State and Federal Regulation related to the excavation, removal, transportation, placement and relocation of the materials involved in the work to be performed by the CONTRACTOR and that CONTRACTOR will complete the work under whatever conditions he may encounter or create without extra cost, expense to or claim against the OWNER or ENGINEER, their consultants or subcontractors.

**City of Albion**  
**2017 Local Street Improvements Project**

- D) CONTRACTOR has identified all locations where the CONTRACTOR'S operations are near public roadways, the properties of railroads or contiguous physical structures. Work shall not take place until CONTRACTOR has made all arrangements necessary to identify the location and/or elevation of the roadways, the properties of railroads or contiguous physical structures and foundation or appurtenances and has taken all necessary steps to protect the roadways, the properties of railroads or contiguous physical structures from damage. CONTRACTOR is solely responsible for any and all damage to roadways, the properties of railroads or contiguous physical structures and any personal injury, death or property damage or consequential damages arising from CONTRACTOR'S operations.

*Differing Subsurface or Physical Conditions:*

- E) *Notice:* If CONTRACTOR believes that any physical condition at or contiguous to the Site that is uncovered or revealed is of such a nature as to require a change in the Contract Documents or 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, within 48 hours after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency) notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition nor perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so. If notice as provided in this section is not given, no change in Contract Price shall be considered or allowed.

- F) *ENGINEER'S Review:* After receipt of written notice as required by paragraph 4E, 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.

G) *Possible Price and Time Adjustments:*

1. The Contract Price or the Contract Time, 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, or time required for, performance of the Work; subject, however, to the following:

a) such conditions must meet the requirement set forth in paragraph 4E; and

b) with respect to Work that is paid for on a Unit Price Basis, and adjustment in Contract Price will be subject to the provisions related to Unit Price and quantities.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Time if:

a) CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect to Contract Price and Contract Time 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 provided by the Bidding Requirements or Contract Documents prior to CONTRACTOR'S making such final commitment; or

**City of Albion**  
**2017 Local Street Improvements Project**

- c) CONTRACTOR failed to give the written notice within the time and as required by paragraph 4E.

*Underground Facilities:*

- H) *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.
1. The Underground Facilities shown on the plans are located according to the available information known to the ENGINEER at the time of the preparation of the *Reports and Drawings* and Plans. The ENGINEER and OWNER do not guarantee the accuracy of such information.
  2. The CONTRACTOR is solely responsible for identifying the actual location of Underground Facilities and shall verify the location and/or elevations of the Underground Facilities prior to undertaking construction;
  3. At all locations where the CONTRACTOR'S operations are near, will cross or contact Underground Facilities, work shall not take place until CONTRACTOR has made all arrangements necessary to identify the location and/or elevation of the Underground Facility, including calling Miss Dig, has notified the owner of the Underground Facility, and has taken all necessary steps to protect the Underground Facility from Damage.
  4. The cost of all the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:
    - a) reviewing and checking all 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 protection, shoring, bracing, supporting and maintenance of all Underground Facilities affected by his operations. CONTRACTOR is solely responsible for any and all damage to Underground Facilities and any personal injury, death or property damage or consequential damages arising from CONTRACTOR'S operations.
    - e) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
  5. In the event of the interruption of, or damage to, an Underground Facility as a result of CONTRACTOR'S operations, the CONTRACTOR shall immediately notify the Underground Facility owner and shall take all steps necessary to cooperate with and assist the Underground Facility owner in the restoration and repair of the Underground Facility. Said repair work shall be continuous and shall not result in any delay of the Project or increased cost or expense to OWNER, or claim against OWNER or ENGINEER.

**City of Albion**  
**2017 Local Street Improvements Project**

*l) 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 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), 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. At all times, CONTRACTOR shall be solely responsible for the safety and protection of such Underground Facility.
2. If ENGINEER concludes that a change in the Contract Documents is required, a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Time, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated 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.

5. Materials and Workmanship

Unless otherwise stipulated in the specifications, all workmanship, equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the best grade of their respective kinds for the purpose. The CONTRACTOR shall, if required, furnish such evidence as to kind and quality of materials. The CONTRACTOR shall furnish to the OWNER, for his approval, the name of the manufacturer of machinery, mechanical and other equipment which he contemplates installing together with their performance capacities and other pertinent information.

If not provided, material or work called for in this Contract shall be furnished and performed in accordance with the well-known established practice and standards recognized by architect, engineers and the trade.

When required by the specifications, or when called for by the OWNER, the CONTRACTOR shall furnish the OWNER for approval, full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection.

6. Royalties and Patents

The CONTRACTOR shall pay for all royalties and patents and shall defend all suits or claims for infringement on any patent and shall save the OWNER harmless from loss on account thereof.

7. Permits and Compliance with Laws

The CONTRACTOR shall pay for all permits and licenses necessary for the prosecution of the work unless otherwise specifically provided.

The CONTRACTOR shall give all notices, pay all fees, and comply with all the federal, state and local laws, ordinances, rules and regulations bearing on the conduct of the work.

**City of Albion**  
**2017 Local Street Improvements Project**

8. Inspection

The OWNER and its representative shall at all times have access to the work wherever it is in preparation or progress and the CONTRACTOR shall provide proper facilities for such access for inspection.

The ENGINEER shall have the right to reject materials and workmanship which are defective or require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the OWNER. If the CONTRACTOR does not correct such condemned work and remove rejected materials within a reasonable time, fixed by written notice, the OWNER may have them remove and charge the expense to the CONTRACTOR.

If any defects or omissions in said work are hidden or concealed so that a reasonably careful inspection at the time of acceptance of said work would not have disclosed them and such defects or omissions appear or are disclosed within one year following the date of the approval by the OWNER of the final estimate, then said CONTRACTOR agrees on notice given him in writing by the ENGINEER, that such defects or omissions exist, to correct immediately and make good the same; and in the event that he fails, refuses or neglects to do so, then said OWNER may correct and make good the same and said CONTRACTOR hereby agrees to pay on demand the cost and expense of doing such work.

9. Cooperation

The CONTRACTOR shall cooperate with all other CONTRACTORS who may be performing work on behalf of the OWNER and workmen who may be employed by the OWNER on any work in the vicinity of the work to be done under this Contract and he shall so conduct his operations as to interfere to the least possible extent with the work of such CONTRACTORS or workmen. He shall promptly make good at his own expense any injury or damage that may be sustained by other CONTRACTORS or employees of the OWNER at his hands. Any difference or conflict which may arise between the CONTRACTOR and other CONTRACTORS or between the CONTRACTOR and the workmen of the OWNER in regard to their work shall be adjusted and determined by the ENGINEER. If the work of the CONTRACTOR is delayed because of any acts or omissions of any other CONTRACTOR or the OWNER, the CONTRACTOR shall have no claim against the OWNER on that account other than for an extension of time.

When two or more Contracts are being executed at one time in such manner that work on one Contract may interfere with that on another, the ENGINEER shall decide which CONTRACTOR shall cease work and which shall continue or whether the work on both Contracts shall progress at the same time and in what manner.

10. Responsibility of Contractor

The CONTRACTOR shall build, construct, finish and fully complete the whole of the work in the manner described and shown in the Contract drawings and specifications and in accordance with such further details and instructions as the ENGINEER may from time to time furnish or issue for the purpose of insuring the thorough completion of the work in the most efficient manner.

The CONTRACTOR shall build be responsible for the entire work until completed and accepted by the OWNER.

The OWNER is not to be held responsible for the estimates of the quantities of materials to be furnished or work to be done. The CONTRACTOR must judge for himself as to such estimates as

**City of Albion**  
**2017 Local Street Improvements Project**

well as to conditions to be met which will affect both the cost and time required for the execution of the work and he assumes all responsibility therefore.

The CONTRACTOR shall be required to give his personal attention to the fulfillments of this Contract and the execution of the work. He shall keep the same under his control and shall not sublet any part of it except as hereinafter specified. The OWNER will not recognize any parties engaged on the work embraced by this Contract other than the CONTRACTOR and his employees.

The CONTRACTOR shall not assign by power of attorney or otherwise, any portion of the money that may become due through the performance of this Contract or any part thereof without the written permission of the OWNER.

**11. Subcontracts**

The CONTRACTOR shall notify the OWNER in writing of the names of the subcontractors proposed for the principal parts of the work and shall not employ any subcontractors that the OWNER objects to as incompetent or unfit.

The CONTRACTOR agrees to be fully responsible to the OWNER for the acts or omissions of his subcontractors and of anyone employed directly or indirectly by him or them and this Contract obligation shall be in addition to the liability imposed by law upon the CONTRACTOR.

Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the OWNER.

The CONTRACTOR agrees to bind every subcontractor (and every subcontractor of a subcontractor) and every subcontractor agrees to be bound by the terms of this Contract, Plans and Specifications as far as applicable to his work unless specifically notes to the contrary in a subcontract approved in writing as adequate by the OWNER.

**12. Chattel Mortgages**

No materials or supplies for the work shall be purchased by the CONTRACTOR or by any subcontractor subject to any chattel mortgage or under a conditional sale or any other agreement by which an interest is retained by the seller. The CONTRACTOR warrants that he will have good title to all materials supplied and used by him in the work.

**13. Damages**

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the OWNER, and Wightman & Associates, Inc., and their agents and employees, from and against all claims, damages, losses and expenses, including but not limited to, attorney fees arising out of or resulting from the performance of the work, or failure to perform the work as provided herein; provided that any such claim, damage, loss, injury or expense is attributable to bodily injury, sickness, disease, death or injury to or destruction of tangible property (including the loss of use resulting therefrom) other than the work itself (except to the extent the work is not otherwise covered by insurance), and is caused in whole or in part of any negligent act or omission of the CONTRACTOR, and subcontractor, or anyone directly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The said CONTRACTOR further agrees that so much of the money due to him under and by virtue of this contract, as shall be considered necessary by the OWNER, may be retained by the OWNER to protect itself against loss until such suit or claims for damages shall have been settled and evidence to that effect shall have been furnished to the satisfaction of the said OWNER.

**City of Albion**  
**2017 Local Street Improvements Project**

14. Workmen's Compensation

The CONTRACTOR shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance for all his employees to be engaged in work on the project under this Contract and in case any such work is sublet the CONTRACTOR shall require the subcontractor similarly to provide workmen's compensation insurance. In case any class of employees engaged in hazardous work under this Contract, is not protected under the Workmen's compensation statute, the CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance coverage for the protection of such of his employees not otherwise protected.

15. Public Liability and Property Damage Insurance

The CONTRACTOR shall take out and maintain during the life of this Contract such Public Liability and Property Damage Insurance as shall protect him from claims for personal injury including accidental death as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by himself or by anyone directly or indirectly employed by him. The CONTRACTOR shall require all subcontractors similarly to provide Public Liability and Property Damage Insurance including the same conditions. All policies shall be on the occurrence basis and not on the claims made basis. The City of Albion and the ENGINEER, Wightman & Associates, Inc. shall be designated as additional named insured on the CONTRACTOR and Subcontractor policies. The minimum amounts of such insurance shall be as follows:

**Contractor's Liability Insurance**

|                                   |                |
|-----------------------------------|----------------|
| Bodily Injury - Each Occurrence   | \$1,000,000.00 |
| Aggregate Limit                   | \$1,000,000.00 |
| Property Damage - Each Occurrence | \$1,000,000.00 |
| Aggregate Limit                   | \$1,000,000.00 |

**Automobile Insurance**

|                                 |                |
|---------------------------------|----------------|
| Bodily Injury - Each Person     | \$500,000.00   |
| Each Accident                   | \$1,000,000.00 |
| Property Damage - Each Accident | \$500,000.00   |

**Umbrella Policy** \$2,000,000.00

The CONTRACTOR shall, at the time of execution of his Contract, file with the OWNER a Certificate of Insurance and copies of the policies covering all his insurance as required herein, and the policy or policies of insurance covering said OWNER, the ENGINEER, other parties as listed, and their partners, officers, agents and employees. Each such policy and certificate shall be satisfactory to the OWNER and shall bear an endorsement precluding cancellation, reduction or change in coverage without giving the OWNER at least thirty (30) days prior notice thereof in writing. Cancellation of insurance shall constitute a material breach of Contract and this Contract may be terminated immediately. Nothing contained in the insurance requirements shall be construed as limiting the extent of the CONTRACTOR'S responsibility for payment of damages resulting from his operation under this Contract.

Notification of Insurance Companies: The CONTRACTOR shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of this Contract and they shall waive the right of special notification of any change or modification of this Contract or of extension of time, or of decreased or increased work, or of the cancellation of the Contract or any other act or acts by the OWNER or its authorized employees and agents, under the terms of this Contract and failure to so notify the aforesaid insurance companies of changes shall in no way relieve the insurance companies of their obligation under this Contract.

**City of Albion**  
**2017 Local Street Improvements Project**

**ADDITIONAL INSUREDS**

The following agencies and firms shall be listed as additional insureds on all insurance policies for this project.

City of Albion  
112 West Cass Street  
Albion, MI 49224

Albion College  
611 E. Porter Street  
Albion, MI 49224

Wightman & Associates, Inc.  
264 Western Avenue  
Allegan, MI 49010

At the time of execution of this Contract, CONTRACTOR shall furnish a certificate from the agent for the insurer, including substantially the following:

This Certificate is being delivered in connection with the Contract ("Contract") between the *City of Albion* (the "OWNER"), as OWNER, and \_\_\_\_\_, as CONTRACTOR, relating to the construction of the *2017 Local Street Improvements Project*.

The undersigned has been engaged by the OWNER to arrange for the insurance coverage required under Section 15 of the General Conditions to the Contract Documents. Pursuant thereto, the undersigned is providing, concurrently with this Certificate, the Certificate of Insurance attached hereto, and hereby represents and warrants to the OWNER that the undersigned has reviewed the insurance requirements set forth in Section 15 of the General Conditions and that the policies of insurance evidenced on the Certificates of Insurance attached hereto contain all of the coverage, limitations and other provisions required by the Contract Documents.

16. Estimated Quantities

The CONTRACTOR agrees that the quantities of the various classes of work as stated in the proposal or indicated on the plans are only approximate and are to be used solely for the purpose of comparing bids offered for the work. During the progress of the work, the OWNER may find it advisable and shall have the right to omit portions of the work and to increase or decrease the quantities and that the OWNER reserves the right to add or take from any items as may be deemed necessary or desirable. Under no circumstances or conditions will the CONTRACTOR be paid anything on account of anticipated profits upon the work or any portion thereof covered by this Contract which is not actually performed or entered into the construction of said improvements.

17. Changes in Work

The OWNER reserves the right to make any changes in the specifications and plans which may be deemed necessary either before or after beginning any work under this Contract without invalidating it, provided that if alterations are made, the general character of the work as a whole is not changed thereby.

If such alterations increase the quantity of work to be done where unit prices are specified, such increase shall be paid for according to the quantity of work actually performed at the unit price specified under this Contract for each designated class of work. If such alterations diminish the quantity of work to be performed where unit prices are specified, they shall not constitute a claim for damages or for loss of profits on the work that may be dispensed with and the OWNER shall not be required to pay for work or materials omitted.

***City of Albion***  
**2017 Local Street Improvements Project**

If such alterations increase or decrease the amount of work to be done where lump sum prices are specified, such increase or decrease shall be determined by one or more of the following methods as determined by the ENGINEER.

- A. By an acceptable lump sum proposal from the CONTRACTOR for all or such part of the work or materials as not specified in the Contract by applicable unit prices.
- B. By an acceptable unit price proposal from the CONTRACTOR for such items of work or materials as not already specified in the Contract by application unit prices.
- C. On a cost-plus limited basis not to exceed a specified limit. A cost-plus limits basis is defined as the cost of labor plus fifteen (15) percent of the said cost to cover superintendence, general expense and profit.

If such alteration or omissions diminish the amount of work to be done where lump sum prices are specified, such alteration or omission shall not constitute a claim for damages or for loss of profits on the work or material omitted. The CONTRACTOR shall allow a credit for all work or materials omitted.

Changes shall be made only upon the order of the ENGINEER and such order shall be of no effect until the price or prices for the work or materials not covered by bid prices has been agreed upon in writing and signed by the CONTRACTOR and said OWNER, and said CONTRACTOR shall not be allowed to recover anything for work performed or materials used by reason of any changes to this Contract unless an order is made and agreement signed as aforesaid; nor shall the CONTRACTOR in any case be allowed to recover more for such work and materials than said agreed prices.

If the OWNER and CONTRACTOR cannot agree upon the prices to be paid for additional work not provided in this Contract, then it is agreed that the OWNER shall have the right to contract with any person or persons for its performance.

***18. Progress Schedule***

The CONTRACTOR immediately after being awarded the Contract, shall prepare and submit one copy each to the OWNER and ENGINEER, of a proposed schedule of progress, preferably in graphic form indicating the separate portions of the work to be performed under this Contract and the date of beginning and completing each. On the 25<sup>th</sup> day of each calendar month, two (2) copies of the schedule shall be submitted to the ENGINEER with notes thereon indicating the percentage of completion of each separate portion of the work on that date. The form of the schedule shall be approved by the ENGINEER.

***19. Notice to Suspend Work***

The CONTRACTOR shall delay or suspend the progress of the work or any part thereof whenever he shall be so required by written order of the ENGINEER and for such periods of time as the ENGINEER may order providing that, in the event of such delay or delays or of such suspensions of the progress of the work or any part thereof, the time for the completion of the work so suspended or of work delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions, except when the CONTRACTOR is notified to suspend work on account of faulty construction or construction methods that endanger the work by such order of the ENGINEER shall not otherwise modify or invalidate in any way any of the provisions of this Contract and said CONTRACTOR shall not be entitled to any damage or compensation from the OWNER on account of such delay or delays, suspension or suspensions except as provided herein under the heading, "UNAVOIDABLE DELAYS AND EXTENSION OF TIME".

***City of Albion***  
**2017 Local Street Improvements Project**

20. *Unavoidable Delays and Extension of Time*

In the event that any material alterations or additions are made herein specified, which in the opinion of the ENGINEER will require additional time for the execution of any work under this Contract, then, in that case, the time of completion of work shall be extended by such period of time as may be fixed by said ENGINEER and his decision shall be final and binding upon both parties hereto provided that, in such case, the CONTRACTOR, within four (4) days after being notified in writing of such alteration or additions, shall request in writing an extension of time but no such extension of time shall be given for any minor alterations or additions and the provisions herein shall not otherwise alter, change or invalidate the provisions of this Contract with referenced to Liquidated Damages and the said CONTRACTOR shall not be entitled to any damage or compensation from the said OWNER on account of such additional time required for the execution of the work.

Should the CONTRACTOR be obstructed or delayed in the commencement, prosecution or completion of any part of said work by any act or delay of the OWNER or by any act or delay of a commercial carrier in transporting equipment, material or appurtenances for said work, or by riot, insurrection, war, pestilence, fire, lightning, earthquakes, cyclones, floods or through any default or delay of other parties under Contract with said OWNER or through strikes or other causes, which causes of delay mentioned in this article, in the opinion of the ENGINEER are entirely beyond the control of the CONTRACTOR, then the time herein fixed for the completion of the work so delayed will be extended for a period equivalent to the time lost by reason of any of the causes aforesaid, but no such allowance will be made unless a claim for extension of time is made by the CONTRACTOR to the OWNER in writing within one week from the time when any such alleged cause for delay shall occur.

It is further expressly agreed that said CONTRACTOR shall not be entitled to any damages or compensation from said OWNER on account of any delays resulting from any of the causes specified herein, except compensation for wages for extra time for any necessary watchmen and for extra premiums on his bond actually paid by said CONTRACTOR on account of said additional time so required to complete all work hereunder due only to delays caused by the OWNER or by other parties under Contract with said OWNER. The ENGINEER shall decide the number of days that said CONTRACTOR has been so delayed and his decision shall be final and binding upon both parties hereto.

21. *Termination for Breach*

In the event that any of the provisions of this Contract are violated by the CONTRACTOR or by any of his subcontractors the OWNER may serve written notice upon the CONTRACTOR and the Surety of his intention to terminate such contract, such notice to contain the reasons for such intention to terminate the Contract and unless within ten (10) days after the service of such notice upon the CONTRACTOR, such violation shall cease and satisfactory arrangements for correction are made, the Contract shall upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the OWNER shall immediately serve notice thereof upon the Surety and the CONTRACTOR and the Surety shall have the right to take over and perform the Contract. Provided, however, that if the Surety does not commence performance thereof within thirty (30) days from the date of the mailing to such Surety of notice of Termination the OWNER may take over the work and prosecute the same to completion by Contract for the account and at the expense of the CONTRACTOR and the CONTRACTOR and his Surety shall be liable to the OWNER for any excess cost occasioned the OWNER thereby and in such event the OWNER may take possession of the utilize in completing the work, such materials, appliances and plans as may be on the site of the work and necessary therefore.

**City of Albion**  
**2017 Local Street Improvements Project**

22. Cost of Work

The CONTRACTOR shall furnish the ENGINEER reasonable facilities for obtaining such information as he may desire respecting the progress and execution of the work and the character of materials. The CONTRACTOR, upon request, shall furnish the ENGINEER with copies of expense bills for transportation charges, materials and equipment. In the event of cost-plus limited work as authorized in writing by the ENGINEER, the CONTRACTOR shall submit daily payrolls and equipment rental charges in addition to cost of materials.

When required by the ENGINEER, the CONTRACTOR shall furnish a supplemental schedule of prices showing breakdown of cost of lump sum price items.

23. Guarantee

The CONTRACTOR hereby guarantees all of the work to be furnished under this Contract against any defects in workmanship or materials for period of one (1) year following the date of the approval of the ENGINEER'S certification referred to in the first sentence of Section 30 of the General Conditions. Under this guarantee, the CONTRACTOR agrees to make good without delay at his own expense any failure of any such parts due to faulty materials, construction, or installation, or to the failure of any such equipment to successfully perform all the work put upon it within the limits of the specifications and further shall make good any damage to any part of the work caused by such failure. Said CONTRACTOR also agrees that the CONTRACTOR'S Performance Bond shall fully cover all guarantees contained in this paragraph.

24. Engineer to Decide

All work performed under this Contract shall be done in a first class, workmanlike manner, and done to the satisfaction of the ENGINEER who shall have supervision of all work included hereunder. The ENGINEER shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of work and materials herein specified. He shall decide all questions which may arise as to the fulfillment of the terms of the Contract by the CONTRACTOR, or as to the intent or purpose of the Contract, and his decision on any questions that may arise shall be final and conclusive as to both parties of this Contract, and his approval of the work shall be a condition precedent to the final settlement and payment of any amount which may be due the CONTRACTOR.

25. Duties and Powers

Properly authorized inspectors shall be considered to be the representatives of the ENGINEER limited to the duties and power entrusted to them. It shall be their duty to inspect the materials and workmanship of those portions of the work to which they are assigned, either individually or collectively, under instructions of the ENGINEER and to report any and all deviations from the plans, specifications, and other Contract provisions which may come to their notice. Any inspector shall have the right to order the work entrusted to his supervision stopped if, in his opinion, such action becomes necessary until the ENGINEER is notified, and he has determined and ordered that the work shall proceed in due fulfillments of all Contract requirements.

26. No Waiver of Rights

Neither the inspection by the OWNER or ENGINEER or any of their employees, nor any order by the OWNER for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the OWNER or ENGINEER, nor any extension of time, nor any possession taken by the OWNER or its employees, shall operate as a waiver of any provision of this Contract, or of any Power herein reserved to the OWNER, or any right to damage herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

**City of Albion**  
**2017 Local Street Improvements Project**

27. Night, Weekend, or Holiday Work

It is the intent of these Contract Documents that all work contemplated for this project is to be performed on a five day work week utilizing eight hour work days. The CONTRACTOR should note that the completion time specified is in calendar days figured from a seven day calendar week. Whenever the CONTRACTOR wishes to perform work at night or on weekends or holidays, or to vary the period of house during which work is carried on each day, he shall give written notice to the ENGINEER at least forty-eight (48) hours in advance so that proper inspection may be furnished by the ENGINEER, and no extra compensation shall be allowed the CONTRACTOR. In the event that the CONTRACTOR chooses to perform work on Saturdays, Sundays, or holidays during the term of this Contract, the OWNER shall charge the CONTRACTOR, as "Liquidated Damages", the sum of \$75.00 per hour actually worked on a Saturday, Sunday, or holiday. Said liquidated damages shall be deducted from the CONTRACTOR'S Contract each month by the OWNER and shall be utilized to pay the additional expenses involved in providing proper inspection and testing.

28. Bonds

The successful bidder will be required to furnish for each set of executed Contract Documents and conformed copies therefore an original Performance Bond and Payment Bond on the forms attached hereto with surety acceptable to the OWNER as follows:

1. Bond in the amount of 100 percent of the Contract price to insure the completion of the entire work according to the Contract.
2. Bond in the amount of 100 percent of the Contract price for the protection of the OWNER and to secure payment of all subcontractors, labor and material men according to the statutes of the State of Michigan at that time in effect.

All bonds shall be deemed to incorporate all requirements for public payment and performance bonds under the statutes of Michigan, including Act 213 of the Public Acts of Michigan, 1963, to the extent applicable, and the sureties shall be included in the United States Treasury's Listing of Approved Sureties (Circular 570).

29. Prices

The CONTRACTOR agrees to accept the prices stated in the proposal form hereto attached as full compensation for furnishing all of the equipment and materials, and for doing all the work contemplated and specified in this Contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the Plans and Specifications and the requirements of the ENGINEER under them.

The stated prices shall cover the cost of all plants and tools and of all work and materials of whatsoever kind that shall be furnished or needed to complete the entire work in all details ready for the purpose for which it is intended. Said prices shall also cover all royalties for patents and patented materials, appliances, and processes used in the work described in the specifications and agreements.

***City of Albion***  
**2017 Local Street Improvements Project**

30. Monthly Estimates and Payments

The OWNER agrees to pay the CONTRACTOR the sums herein specified in monthly installments as the work progresses upon certificate signed by the ENGINEER, but said certificates, however, shall in no way lessen the total and final responsibility of the CONTRACTOR. It is agreed that the amount to be paid from time to time shall in no case exceed ninety (90) percent of the value of the work properly performed or materials or equipment delivered under this Contract, and the remaining ten (10) percent shall be reserved by said OWNER as part security for the faithful performance hereof and shall not become due the CONTRACTOR until the expiration of thirty (30) days after the completion of said work and delivery of the final certificates to the ENGINEER and after payment by the CONTRACTOR of all claims for labor and materials furnished in the performance of all work under this Contract.

The ENGINEER may, at his discretion, include in the aforesaid progress certificate an estimate of the equipment and materials, except cement, necessary for incorporation in the work which have been delivered upon the site of the work and for which receipted invoices have been delivered to the ENGINEER. Any such payment for equipment or materials, however, shall not relieve the CONTRACTOR of any responsibility to furnish all necessary equipment and materials as needed for the prosecution of the work in the same manner as if payment had not been made.

It is further agreed that the granting of any progress certifications, or payment hereunder, shall in no way lessen the liability of the CONTRACTOR to replace defective work, though the same may not have been detected at the time equipment, material, and such certificate was given or acted upon. All progress certificates being made merely upon approximate estimates shall be subject to the correction of the final certificate.

The value of the work performed shall be estimated by the ENGINEER at the end of each month. To facilitate this estimate, the CONTRACTOR shall furnish the ENGINEER with a balanced statement in detail showing the division of cost for each of the various sub-items comprised in the lump sum and such other information as may be aid in preparation of the monthly estimates.

31. Final Estimate and Payment

Upon completion of all the work included under this Contract and the final inspection thereof and the performance of satisfactory operation and acceptance tests, and after the CONTRACTOR shall have submitted acceptable evidence as to the satisfaction of all claims, the ENGINEER will certify to that effect. The said CONTRACTOR further agrees that he shall not be entitled to demand or receive final payments for any portion of the aforesaid work or materials, except in the manner set forth in this agreement; nor until all the stipulations, provisions and conditions herein above mentioned are complied with and the ENGINEER shall have given his certificate to that effect; whereupon the OWNER will, at the expiration of thirty (30) days after such completion and deliver of such certificates, pay and hereby binds himself to pay to the CONTRACTOR in cash, the whole amount of money accruing to said CONTRACTOR under this Contract, except such sum or sums of money that have already been paid and as may be lawfully retained under any of the provisions of his Contract herein set forth.

32. Final Payment to Release Owner

The acceptance by the CONTRACTOR of the final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR for all things done or performed for or relating to the work and for every act and neglect of the OWNER and others relating to or arising out of the work, excepting only his claims, if any, for amounts withheld by the OWNER, upon final payments. No payment, however, final or otherwise, shall operate to release the CONTRACTOR or his Sureties from any obligation upon or under this Contract or the CONTRACTOR'S Bond.

***City of Albion***  
***2017 Local Street Improvements Project***

33. *Soil Erosion Permit*

All construction methods shall be done in compliance with the Michigan Soil Erosion and Sedimentation Control Act. The CONTRACTOR shall be responsible for obtaining a soil erosion permits from the Controlling Agencies prior to start of construction.

Erosion control measures shown on the plans are minimum requirements and shall not remove the CONTRACTOR'S responsibility for providing the required erosion measures. All erosion control measures shall be incidental to construction, unless specific pay items are provided for in the Proposal Section.

34. *Job Site Safety*

None of the specifications conditions, plans or terms of the contract between the OWNER and CONTRACTOR or the OWNER and the ENGINEER or inspector shall be construed to impose any responsibility upon the ENGINEER, Wightman & Associates, Inc., its employees, inspectors or other agents, for review, determination and/or supervision of job site safety. The construction means, manner and method remains the sole responsibility of the CONTRACTOR, and neither the ENGINEER nor the OWNER shall be responsible for the failure of the CONTRACTOR to provide a safe work place for the employees, employees of other CONTRACTORS or the general public.

The ENGINEER'S responsibility on the job site is solely to determine compliance with the construction documents, drawings and specifications. The ENGINEER is not authorized by the OWNER nor is responsible for the construction means, manner and method undertaken by the CONTRACTOR nor is responsible to determine and/or evaluate the job site safety of the project. Job site safety is the sole responsibility of the CONTRACTOR.

**PART 4**

**SCHEDULE OF DRAWINGS**

The drawings which are applicable to the work to be performed under this Contract and which are referred to in the Contract Documents as "the plans" or "plans" are identified as follows:

**CITY OF ALBION**

**2017 Local Street Improvements Project**

*Drawing Numbers 172029-01 through 172029-04*  
*Dated: May, 2017*

**As Prepared By:**

*Wightman & Associates, Inc.*  
*264 Western Avenue*  
*Allegan, MI 49010*  
*Ph. (269) 673-8465*  
*Fx. (269) 673-5464*  
*Email: [admin@wightman-assoc.com](mailto:admin@wightman-assoc.com)*  
*Web: [www.wightman-assoc.com](http://www.wightman-assoc.com)*

**PART 5**

**GENERAL SPECIFICATIONS**

**INDEX**

|  |      |
|--|------|
| 1. FORWARD .....   | GS-1 |
| 2. BOUNDARIES OF WORK .....  | GS-1 |
| 3. PROFILES AND TOPOGRAPHY.....  | GS-1 |
| 4. INTERFERENCE .....  | GS-1 |
| 5. NOTIFICATION BY CONTRACTOR.....   | GS-1 |
| 6. LINES AND GRADES .....  | GS-2 |
| 7. EQUIVALENT PRODUCTS .....   | GS-2 |
| 8. SUPERINTENDENCE AND WORKMEN.....  | GS-2 |
| 9. PLANT, TOOLS, AND EQUIPMENT.....  | GS-2 |
| 10. TEMPORARY TOILET ACCOMMODATIONS.....   | GS-2 |
| 11. PRECAUTIONS .....  | GS-2 |
| 12. PUBLIC CONVENIENCE AND SAFETY .....  | GS-3 |
| 13. BARRICADES AND WARNING SIGNS.....  | GS-3 |
| 14. ACCESS TO PUBLIC SERVICES .....  | GS-3 |
| 15. PILING MATERIAL AND CARE OF STRUCTURES.....  | GS-3 |
| 16. PROTECTION AND RESTORATION OF PROPERTY.....  | GS-4 |
| 17. OPENING OF SECTION OF WORK.....  | GS-4 |
| 18. LIMITATIONS OF OPERATIONS .....  | GS-4 |
| 19. FINAL CLEAN UP .....   | GS-4 |
| 20. REMOVAL AND REPLACEMENTS OF UNCLASSIFIED ROAD SURFACING,<br>SIDEWALKS, CURB AND GUTTER, DRIVEWAYS, ETC ..... | GS-4 |

**PART 5**

**GENERAL SPECIFICATIONS**

**INDEX (Continued)**

|   |      |
|---|------|
| 21. LIMITATION ON OPEN TRENCH.....            | GS-5 |
| 22. CONTRACTOR'S GUARANTEE .....              | GS-5 |
| 23. PAYMENT AFTER EXPIRATION OF CONTRACT..... | GS-5 |
| 24. BUILDERS RISK INSURANCE.....              | GS-5 |

**PART 5**

**GENERAL SPECIFICATIONS**

1. Forward

The work specified to be done by the CONTRACTOR in the following sections under the "General Specifications" is to be done at the expense of the CONTRACTOR and will not be measured in determining quantities for payment unless otherwise specified.

The unit and lump sum prices stated in the Contract hereto attached to be paid for work under the respective items shall be full compensation for all work set forth herein under the General Specifications.

2. Boundaries of Work

The OWNER will provide right-of-ways and easements for all work specified in this Contract and the CONTRACTOR shall not enter or occupy with men, tools, or materials any private ground outside of said easements or outside the property of the municipality without the consent of the OWNER. Other contractors of the OWNER may, for all purposes required by their contract, enter upon the work and premises used by the CONTRACTOR, and the CONTRACTOR shall give to other contractors of the OWNER all reasonable facilities and assistance for the completion of adjoining work.

3. Profiles and Topography

Topography and profiles of the ground are shown on the plans which accompany these specifications. These profiles and topography are believed to be reasonably correct, but are not guaranteed to be absolutely so, and together with any schedule of quantities, are presented only as an approximation.

4. Interference

The CONTRACTOR shall so conduct the work that there shall be no interference with work which may be in progress under contracts with other contractors. In case of dispute between the CONTRACTOR and other contractors employed by the OWNER, the decision of the ENGINEER shall be final and binding on both parties thereto.

Particular attention is called to the GENERAL CONDITIONS, SECTION 9 – COOPERATION.

The CONTRACTOR shall not discharge, nor cause to be discharged, water or sewage, nor dispose of, pile or store any material whatsoever in such a manner as to interfere with or interrupt the work of others.

5. Notification by Contractor

Sufficient notice shall be given by the CONTRACTOR to all municipal departments, Public Service Corporations and property owners which pipes, poles, tracks, wires, or conduits or other such structures may be affected by the work in order that they may protect, adjust, remove or rebuild them, or take such measures as they may desire to minimize inconvenience. The CONTRACTOR shall notify the Chief of the Fire Department twenty-four hours in advance of the temporary blocking of any street. He shall also notify the Department of Public Works and receive its authorized representative's approval before cutting into existing mains or shutting off water main services, except in cases of emergency.

**City of Albion**  
**2017 Local Street Improvements Project**

6. Lines and Grades

The ENGINEER will furnish basic reference lines and bench marks from which the CONTRACTOR shall establish such lines and grades as are needed for properly constructing the work in accordance with the Contract Documents. Such lines and grades shall be established by a qualified ENGINEER. Where measurements of the work for payment are dependent upon taking field measurements or levels prior to subsequent operations, the ENGINEER shall be notified and then given sufficient time to obtain the necessary field data.

7. Equivalent Products

Whenever in any of the Contract Documents an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, shall be implied. The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed in such manner as to exclude manufacturer's products of comparable quality, design, and efficiency. The CONTRACTOR shall comply with the requirements of the Contract Documents relative to the OWNER's approval of materials and equipment before they are incorporated in the product.

8. Superintendence and Workmen

The CONTRACTOR shall have a competent foreman, superintendent, or other representative on the work site who shall have full authority to act for the CONTRACTOR and to receive and execute orders from the ENGINEER, and who shall see that the work is executed in accordance with the specifications and plans and the orders of the ENGINEER thereunder. Where special skill is required, only individuals who are competent and skillful in their respective lines of work shall be employed.

9. Plant, Tools, and Equipment

The CONTRACTOR shall furnish all material and supplies, plant, sheeting and false work, machinery and tools, in fact, all materials and appliances of every sort or kind that may be necessary for the full and complete carrying out of this Contract. Any equipment which may be regarded as inefficient or unsuitable may be ordered repaired or removed from the site.

The CONTRACTOR shall assume full responsibility for the adequacy of equipment and failure of the ENGINEER to order its repair or removal shall not relieve him of any obligation under this Contract.

10. Temporary Toilet Accommodations

The CONTRACTOR shall furnish, install, and maintain ample sanitary facilities for the workers; toilets shall be placed at the time work starts. These temporary toilet facilities shall be placed where directed by the OWNER and maintained as required by the local health ordinances. They shall provide the necessary temporary enclosures to accommodate the toilets. The toilets shall be maintained in a sanitary conditions and contents removed from premises as often as required.

11. Precautions

The CONTRACTOR shall take whatever precaution that may be necessary to render any portion of the work secure in every respect, or to decrease the probability of accident from any cause, or to avoid contingencies which are likely to delay the completion of the work.

**City of Albion**  
**2017 Local Street Improvements Project**

All machinery and equipment and other physical hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction of the Associated General Contractors of America and in accordance with Federal, State or Municipal laws and regulations applicable to such safety measures.

**12. Public Convenience and Safety**

The CONTRACTOR shall at all times conduct the work in such manner as to insure the least obstruction to traffic. Materials stored upon the streets or along the right-of-way should be placed so as to cause only such inconvenience to the traveling public and residents as is considered unavoidable.

**13. Barricades and Warning Signs**

The CONTRACTOR shall provide and maintain proper barricades, fences, signal lights, or watchmen to properly protect the work, persons, animals, and property against injury. All signage shall be in full compliance with the current edition of the Michigan Manual of Uniform Traffic Control Devices. The CONTRACTOR shall maintain one lane of traffic at all times for access and shall provide all traffic control signing and flagging required per the Michigan Manual of Uniform Traffic Control, latest edition. All roads shall be left fully open at night and on weekends. Between the hours of sunset and sunrise, the CONTRACTOR shall provide and maintain at least two (2) yellow lights at each barricade and such other points as are necessary to protect the traveling public. These statements of specific duties on the part of the CONTRACTOR shall not be considered as a limitation on the general duties imposed by the Contract of specifications.

The OWNER reserves the right to remedy any neglect on the part of the CONTRACTOR as regards the protection of the work after twenty-four hours notice in writing, except in case of emergency when it shall have the right to remedy any neglect without notice and in either case to deduct the cost of such remedy from any money due or to become due the CONTRACTOR.

**14. Access to Public Services**

Neither the materials excavated nor the materials or plant used in the construction of the work shall be so placed as to prevent free access to all fire hydrants, valves, manholes, fire alarm, or police call boxes in the vicinity.

**15. Piling Material and Care of Structures**

All excavated and other material shall be so piled as not to endanger the work and so that free access may be had at any time to all parts of the work and shall be kept neatly piled so as to not inconvenience public travel or adjoining tenants as little as possible.

Proper provision shall be made for the handling of materials and for the protection of traffic and public. Materials required for the work may be placed upon the side of the roadway or parking area of streets and alleys adjacent to the work. Reasonable and satisfactory provision shall be made for travel on sidewalks, crosswalks, streets, roads, railroads, street railways, and private ways. Walkways shall be kept clean and unobstructed. All fences and other structures in the vicinity of the work shall be protected and if damaged, shall be repaired or replaced. All trees shall be satisfactorily protected by boxes or otherwise.

***City of Albion***  
***2017 Local Street Improvements Project***

***16. Protection and Restoration of Property***

The CONTRACTOR shall not enter upon private property for any purpose without obtaining the written permission from each respective property owner. They shall be responsible for the preservation from injury or damage resulting directly or indirectly from the execution of non-execution of work under this Contract of all public and private property adjacent to the work. They shall take all necessary precautions to prevent damage to trees, pipes, conduits and other underground structures, public utilities, etc., and shall protect carefully from disturbance or damage all property marks or markers. The CONTRACTOR shall contact all utilities in the area of the proposed construction and have them locate their utility lines prior to the start of work in accordance with State law.

***17. Opening of Section of Work***

Whenever, in the opinion of the ENGINEER, all of the work or any portion thereof is in suitable condition for opening or use, it shall be opened as may be directed, but such opening shall not be construed as an acceptance of the work or any part thereof, or as a waiver of any of the provision of these specifications and Contract.

***18. Limitation of Operations***

Whenever, in the judgment of the ENGINEER, the CONTRACTOR has obstructed or closed a greater portion of the work than is necessary for the proper prosecution of the work or is carrying on operations to the prejudice of work already started, the ENGINEER may require the CONTRACTOR to finish the part on which work is in progress before any additional portions are started. Work shall be conducted so as to create a minimum amount of inconvenience to the public.

***19. Final Clean-Up***

Before acceptance and final payment shall be made, adjacent property, the right-of-way or streets and all grounds occupied by the CONTRACTOR in connection with the work, shall be cleaned of all rubbish, excess materials, temporary buildings, etc. and the CONTRACTOR shall restore in an acceptable manner all property, both public and private, which may have been damaged during the prosecution of the work and all parts of the work shall be left in a neat and presentable conditions as good as or better than it was at the beginning of construction.

***20. Removal and Replacement of Unclassified Road Surfacing, Sidewalks, Curb and Gutter, Driveways, Etc.***

All pavement and/or street and road surfacing which is not classified for measurement and payment under separate Contract Items for Pavement Replacement, shall be replaced and/or restored to a condition equal to, or better than that which existed prior to the start of work. Also included as part of the work, the CONTRACTOR shall restore and/or repair all sidewalks, crosswalks, curbs, gutters, driveways, shoulders of roads and paved streets, parking areas, mailbox turn-outs, parkways, lawns, mailboxes, street signs, miscellaneous structures, etc. The replacement and or repair work shall be done without delay, as soon as the work immediately adjacent is completed. In any event, the removed or damaged facilities, etc. shall be restored to a condition equal to or better than that which existed prior to the start of work.

Where lawn sod is removed, either on public or private property, it shall be carefully preserved and later replaced, or the area where sod has been removed shall be covered with a 4-inch thick layer of topsoil and seeded with an approved grass mixture in an amount of at least 220 pounds of pure live seed per acre of surface.

***City of Albion***  
**2017 Local Street Improvements Project**

***21. Limitation on Open Trench***

The CONTRACTOR shall not open, nor leave open, any more trench than is absolutely necessary and as approved by the ENGINEER to carry out the construction work in an efficient manner.

***22. Contractor's Guarantee***

The CONTRACTOR'S performance and payment bonds shall remain in force throughout the period of construction and for one (1) year following the final inspection and acceptance of the project by the OWNER.

***23. Payment after Expiration of Contract***

If the time for completion called for in the Contract or any extension of time agreed to by the OWNER has expired, the OWNER reserves the right to stop progress payment under the Contract and to make only the final payment due. Said final payment shall be adjusted by any liquidated damages incurred.

***24. Builder's Risk Insurance (not required)***

CONTRACTOR shall purchase and maintain Builder's Risk Insurance upon the work to the full insurable value thereof (including fees and charges of engineers, architects and other consultants). This insurance shall insure against the perils of fire and include extended coverage and "all risk" coverage for physical loss and damage including theft, vandalism, and malicious mischief, collapse and water damage. Coverage should also include debris removal and demolition, and shall include standard items as well as temporary structures, offsite material, underground works, sidewalks and other paving, landscaping and the value of grading and excavation work.

CONTRACTOR, ENGINEER and all Additional Insureds waive all rights against each other and the Subcontractors for damages caused by fire or other perils to the extent of actual recovery on claims under such insurance, except such rights as they may have to proceeds of such insurance held by a person as trustee.

**PART 6**

**PROJECT SPECIFICATIONS**

**TABLE OF CONTENTS**

|  |       |
|--|-------|
| GENERAL  |       |
| WORK INCLUDED .....  | PS-1  |
| OBLIGATIONS .....  | PS-1  |
| PAYMENT .....  | PS-1  |
| MICHIGAN DEPARTMENT OF TRANSPORTATION SPECIFICATIONS ..... | PS-1  |
| SOIL EROSION PERMIT .....                                  | PS-1  |
| BUDGETARY MODIFICATIONS .....                              | PS-1  |
| PROJECT SCOPE .....  | PS-2  |
| PROGRESS SCHEDULE .....                                    | PS-4  |
| TRAFFIC MAINTENANCE AND CONTROL.....                       | PS-5  |
| UTILITY COORDINATION CLAUSE .....                          | PS-9  |
| CONSTRUCTION COORDINATION CLAUSE .....                     | PS-10 |
| MATERIAL ACCEPTANCE.....                                   | PS-11 |
| PAVT, REM, MODIFIED .....                                  | PS-12 |
| SITE GRADING .....   | PS-13 |
| DETECTABLE WARNING SURFACE, MODIFIED .....                 | PS-14 |
| HMA APPLICATION ESTIMATE .....                             | PS-15 |
| RESTORATION .....  | PS-16 |
| WATER SHUTOFF, ADJ .....                                   | PS-17 |
| WATER VALVE BOXES .....                                    | PS-18 |
| PAVEMENT MARKINGS .....                                    | PS-19 |
| AGGREGATE BASE, __ INCH, MODIFIED .....                    | PS-20 |
| RECYCLED HOT MIX ASPHALT MIXTURE .....                     | PS-21 |
| ACCEPTANCE OF HMA MIXTURE ON LOCAL AGENCY PROJECTS.....    | PS-23 |
| SIDEWALK RAMP AND DETECTABLE WARNING DETAILS.....          | PS-30 |

**GENERAL**

Work Included

The work under each item shall include all labor, materials, tools, equipment, supplies, cost of insurance and bonds, other miscellaneous costs, together with all of the work specifically described under each items and other work necessary to complete the project in accordance with the obvious or expressed intent of the Contract Documents.

Obligations

The CONTRACTOR is obligated under this Contract to construct the improvements as contemplated and proposed in the Contract Documents. The CONTRACTOR is further obligated to make any and all changes in the work as ordered by the ENGINEER and approved by the OWNER. All work shall be done for the unit or lump sum prices bid and shall be subject to additional payments or credits as authorized under the terms of **Section 17** of the General Conditions. The finished improvement shall be complete and functioning.

Payment

The unit and lump sum prices as bid to be paid for the respective items shall be payment in full for the completion of all work specified under each item, complete and ready for use, including testing, as shown on the plans and as specified. Payment shall be made under each item for all such work which is not specifically included under any other item.

Michigan Department of Transportation Specifications

The "2012 Standard Specifications for Construction" adopted April 1, 2011 by the Michigan Department of Transportation (MDOT), as amended, are hereby incorporated into these Contract Documents. Copies of these standards are available for inspection at the office of the ENGINEER.

Soil Erosion Permit

All construction methods shall be done in compliance with the Michigan Soil Erosion and Sedimentation Control Act. The CONTRACTOR shall be responsible for obtaining a Soil Erosion Permit from the Controlling Agencies prior to start of construction.

Erosion control measures shown on the plans are minimum requirements and shall not remove the CONTRACTOR's responsibility for providing the required erosion measures. All erosion control measures shall be incidental to construction, unless specific pay items are provided for in the Proposal Section.

Budgetary Modifications

The CONTRACTOR is hereby advised that this is a budgeted project. The OWNER may increase, decrease, or delete any item without any modifications to the respective unit prices or additional compensation due to the CONTRACTOR. Additionally, the OWNER is pursuing additional funding and the scope of the project may be increased to include any or all of the alternates contained herein.

**PROJECT SPECIFICATION**

**FOR**

**PROJECT SCOPE**

1 of 2

**Description**

The scope of this project includes milling and resurfacing local streets within the City of Albion. The street improvements include the replacement of limited amounts of concrete curb and gutter, replacement of drainage structure covers, limited sidewalk replacement, ADA ramp construction, two-course HMA surfacing, and pavement markings. Milling may result in exposing gravel in parts or all of the roadway surface. The Contractor is solely responsible for maintaining the crown, existing drainage patterns and proper compaction prior to paving operations. Any work required to correct the crown, adjust the depth (curb reveal) prior to paving, or obtain proper compaction will be the Contractor's responsibility and will not be considered for payment. The repair limits have been marked in the field.

Where cold milling is specified, the roadway shall be profile-milled to produce a 2% crown and provide between 2 ¾" - 3" of curb reveal for 2-course resurfacing. If a 2% crown is not attainable due to the existing curb (i.e. curb not at the same elevation on opposite sides of the street), then the Contractor shall match the existing crown. The new HMA pavement finished grade shall be 0" – ¼" above the edge of metal.

All milled material shall become the property of the Contractor. The Contractor is responsible for hauling milled material from the site. However, if the Contractor wishes to revert ownership of milled material to the City, and upon approval by the City, the contractor may deliver the milled material to the former Water Department located at 507 N. Albion Street. No additional compensation will be due to the Contractor if this option is exercised.

The item of Cold Milling HMA Surface includes milling to the depth specified herein and will be paid for by the square yard. Where the existing gutter pan is overlaid, the Contractor will remove the overlaid material to be paid for as Cold Milling HMA Surface.

All HMA paving will be placed to the thickness specified, match the existing crown of the roadway, and will be paid for by the square yard in place. The bond coat shall be placed in accordance with the Project Specification for HMA Application Estimate.

The base bid for this Contract includes the below mentioned sections of Ford Road, Terpenning Street and E. Cass Street. Albion College is partnering with the City of Albion for possible paving adjacent to its campus (Alternate A) and the Contractor will need to coordinate accordingly (if awarded) with Albion College representatives. The City of Albion is the exclusive Owner of this Contract (i.e. all payments to the Contractor will be from the City of Albion).

Alternate A may or may not be awarded at the OWNER's discretion. Following is a description of the scope for each project.

**1. Ford Road from Wiener Drive to Terpenning Street & Terpenning Street from E. Broadwell Street to E. Watson Street**

Ford Road and Terpenning Street improvements consist of approximately 1450' of full width (23' - 27') HMA resurfacing. Curb and gutter will be replaced at spot locations and ADA ramps will be constructed as determined by the Engineer. All castings will be replaced within the project limits as directed by the Engineer. Water shutoffs will be adjusted as necessary. The roadway shall be milled to a depth of 3" and resurfaced with 1 ½" (165#/syd) HMA, LVSP (Leveling) and 1 ½" (165#/syd) HMA, LVSP (Top). Crosswalks and stop bars will be installed as directed by the Engineer in the field.

**2. E. Cass Street from Superior Street to Huron Street**

E. Cass Street improvements consist of approximately 1600' of full width (29' - 45') HMA resurfacing. Curb bump-outs will be constructed on the north and south legs of the E. Cass Street and Huron Street intersection. Curb and gutter will be replaced at spot locations and ADA ramps will be constructed as determined by the Engineer. Minor storm system improvements will be installed east of the Railroad tracks to eliminate standing water in the parking area for Lloyd Park on the south side of the roadway. All castings will be replaced within the project limits as directed by the Engineer. Water shutoffs will be adjusted as necessary. The roadway shall be milled to a depth of 3" and resurfaced with 1 ½" (165#/syd) HMA, LVSP (Leveling) and 1 ½" (165#/syd) HMA, LVSP (Top). Crosswalks and stop bars will be installed as directed by the Engineer in the field.

**3. Alt A - Athletic Fields Parking Lots**

Athletic Fields Parking Lots project consists of approximately 12,250 SYD of site grading, HMA surfacing, pavement markings and restoration. The existing gravel parking lots will be finish graded to provide drainage to all outlets and inlets and to match all existing drives, sidewalks, curbs and concrete as directed by the Engineer in the field. All castings will be adjusted to match the finished grade of two-course HMA surfacing consisting of 1 ½" (165#/syd) HMA, LVSP (Leveling) and 1 ½" (165#/syd) HMA, LVSP (Top). Pavement markings for parking lots will be for ADA designation, directional arrows, and space layout as shown on the plans and directed by the Engineer in the field.

**PROGRESS SCHEDULE**

Work must begin within ten (10) days after receiving Notice of Award of Contract, or on or before the date designated as the starting date in the Progress Schedule, whichever is later. In no case shall any work be commenced prior to receipt of formal Notice of Award by the City.

The Ford Road, Terpenning Street and E. Cass Street work shall be completed by September 29, 2017.

Alternate A – Athletic Fields Parking Lots shall be completed between June 5, 2017 and August 8, 2017 (If awarded).

The low bidder(s) for the work covered by this proposal will be required to meet with the City of Albion representatives to work out a detailed progress schedule. The schedule for this meeting will be set within one week after the contract is awarded.

The named subcontractor(s) for Specialty and/or Designated Items (if such items are designated in the proposal) which materially affect the work schedule, shall also be present at the scheduled meeting and they will be required to sign the Progress Schedule to indicate their approval of the scheduled dates of work set forth in the Progress Schedule.

The ENGINEER will arrange the time and place for the meeting.

The Progress Schedule shall include, as a minimum, the controlling work items for the completion of the project and planned dates (or work day of a work day project) that these items will be controlling operations. When specified in the bidding proposal, the date the project is to be opened to traffic and the final project completion date shall also be included in the project schedule.

If the Bidding Proposal specified other controlling dates, these shall also be included in the Progress Schedule.

Failure on the part of the CONTRACTOR to carry out the provisions of the Progress Schedule, as established, may be considered sufficient cause to prevent bidding future projects until a satisfactory rate of progress is again established.

**PROJECT SPECIFICATION**

**FOR**

**TRAFFIC MAINTENANCE AND CONTROL**

1 of 4

**GENERAL REQUIREMENTS**

Traffic shall be maintained by the CONTRACTOR throughout the project in accordance with the requirements of Sections 104.07, 104.11, 812, and 922 of the MDOT 2012 Standard Specifications for Construction, the Michigan Manual on Uniform Traffic Control Devices (MMUTCD), and any supplemental specifications in this proposal.

City of Albion maintenance crews and/or Contract Agencies may perform maintenance work within or adjacent to the Construction Influence Area (CIA). This work will be coordinated with the CONTRACTOR through the Project ENGINEER for the City of Albion to minimize interference. No additional payment will be made to the CONTRACTOR for the joint use of traffic control items.

The CONTRACTOR shall coordinate this work with other contractors performing work within the CIA or adjoining areas to avoid conflicts in the maintenance of traffic, construction signing, and to provide for the orderly progress of contract work. The CONTRACTOR shall note Section 104.07 of the MDOT Standard Specifications for Construction for the requirements of cooperation with other contractors.

The CONTRACTOR shall notify the Project ENGINEER, local police department, local fire department, and other emergency response units at least **72 hours** before implementing any road closures, bridge closures, ramp closures, lane closures, detours, or major traffic shifts.

The CONTRACTOR shall furnish, erect, maintain and upon completion of the work, remove all traffic control devices and barricade lights within the CIA for the safety and protection of thru and local traffic. This includes, but is not limited to, advance, regulatory and warning signs, barricades, and channeling devices at the intersecting streets on which traffic is to be maintained and all other traffic control devices required to maintain traffic as called for on the plans. The CIA shall consist of 200' before the POB, 200' beyond the POE, and 200' along all intersecting side streets.

**TRAFFIC RESTRICTIONS - GENERAL**

No construction will be allowed during the following weekends: Memorial Day, Independence Day, and Labor Day. Lane closures or construction may be restricted for other local activities as defined by the Project ENGINEER. The Project ENGINEER will determine the duration of each holiday period and/or special event for the purpose of prohibiting lane closures or other traffic restrictions.

Traffic must be maintained on all public streets at all times. However, the roadway may be closed for specified periods of time during certain construction operations with advanced notice and coordination by the CONTRACTOR. The CONTRACTOR shall complete all required grading and compaction operations at the end of each day's operation in order to maintain access by local traffic.

The minimum lane widths through out the CIA shall be 10 feet.

Prior to opening any lanes, the CONTRACTOR shall sweep and remove all debris that has collected within the closed lane. The cost of sweeping shall be included in the cost of other contract pay items.

Equipment and material stored on site must have prior approval of the City of Albion and shall be stored beyond the clear zone of the traveled roadway. Any additional signs or devices required to protect the motoring public from stored equipment or material will be at the CONTRACTOR's expense.

All changes in the traffic control plans proposed by the CONTRACTOR require approval from the Project ENGINEER prior to implementation.

The speed limit on all public streets shall not be reduced when any lane is closed with plastic drums. The current posted speed limit is 25 mph.

The CONTRACTOR will have to coordinate his work with the local businesses and the demands of their incoming/outgoing deliveries. Pedestrian access to businesses must be maintained at all times. The CONTRACTOR will be allowed to phase the construction of the project as he determines to be the best within the above limitations.

Available work hours may be restricted by local ordinances (i.e. work hours, noise restrictions, etc.). It is the CONTRACTOR's responsibility to be aware of these restrictions and account for them in the work schedule. The CONTRACTOR may request noise and/or work hour variances from the local governments. All costs incurred in requesting these variances shall be borne by the CONTRACTOR.

Open excavations and/or trenches will not be allowed overnight unless approved by the ENGINEER. The CONTRACTOR shall use a trench box and backfill all excavations and/or trenching and cover or protect the trench box at the end of each work day. Protection shall include as a minimum pedestrian fencing as required. At utility trenches across streets and drives, traffic shall be maintained by the use of existing or salvaged materials, included in the Traffic Maintenance and Control item.

Necessary emergency work performed by the City of Albion will be billed against the CONTRACTOR.

Existing street name signs, stop signs and other existing traffic signs will be carefully removed so as not to be damaged by the CONTRACTOR where required and reinstalled by the CONTRACTOR as shown on the plans in locations designated by the ENGINEER and/or the City, included in the Traffic Maintenance and Control Item. Any regulatory sign(s) removed or damaged by the CONTRACTOR shall be immediately reset by the CONTRACTOR to protect the traveling public.

#### **TRAFFIC CONTROL DEVICES**

All traffic control devices and their use shall conform to the current MMUTCD edition as revised and as specified herein.

Plastic cones may be used as channelizing devices only during day light hours. If plastic cones are used, they shall be a minimum of 28" in height and placed as directed by the ENGINEER.

Traffic control devices moved to facilitate the CONTRACTOR's operation shall be reset by the end of the workday. The CONTRACTOR shall routinely maintain the traffic control devices including, but not limited to, proper alignment, weighting with ballast, cleaning, and replacing damaged devices.

**Signs** – All temporary signs that will remain in place shall be installed on driven supports, defined in the MDOT Sign Support Typical Plans, when applicable. The stub length of a driven support, if used, shall not extend more than four inches above the surrounding grade. Driven sign supports shall be removed at the time the sign is removed. All other temporary signs may be installed on portable supports.

All warning signs shall be fabricated utilizing fluorescent prismatic retro-reflective sheeting in accordance with MDOT's 2012 Standard Specifications for Construction and Special Provisions contained herein.

Advance warning signs shall be placed on all cross streets where construction activities may be encountered as directed by the Project ENGINEER.

"Sidewalk Closed" signs shall be provided in advance of all locations where sidewalk replacement is performed.

Temporary warning, regulatory, and guide signs not applicable to the current traffic operation or lane closures shall be removed, covered, or laid down with the legs removed as directed by the Project ENGINEER. Payment for any of these operations will be included in the Traffic Maintenance and Control item.

Temporary signs damaged by construction activities shall be replaced at the CONTRACTOR's expense.

When lane closures are in place, the CONTRACTOR shall completely cover all conflicting warning, regulatory, and guide signs in accordance with the MDOT Standard Specifications for Construction, to be included in the Traffic Maintenance and Control pay item.

All Channelizing devices and signage shall be per MDOT Maintaining Traffic Typical M0020, WZD-100-A, and WZD-125-D.

**Lighted Arrows** – Lighted Arrows, Type C shall be used whenever closing a traffic lane or shoulder and as called for on the traffic typical plans.

**Final Pavement Markings and Signing** – All permanent signs and pavement markings shall be in place prior to reopening the road to traffic. The CONTRACTOR shall remove, salvage, and reinstall on new supports all signs indicated on the plans or proposal that are to be salvaged.

The CONTRACTOR shall store salvaged signs as per the sign sheeting manufacturer's recommendations.

All markings, shapes, and dimensions shall conform to the MDOT Pavement Marking Typical, unless specified otherwise by the plans or a Special Provision.

**Traffic Control Item Quantities** – The CONTRACTOR shall set up shoulder and lane closures, detours, and any other traffic control according to applicable MDOT Typical Traffic Control Drawings and the MMUTCD. All proposed traffic control plans require approval from the Project ENGINEER prior to implementation.

**City of Albion**  
**2017 Local Street Improvements Project**

4 of 4

The completed work for traffic control including labor, materials and equipment as required, shall include, but not be limited to, the following item.

Pay Item

Pay Unit

Traffic Maintenance and Control

Lump Sum

**Measurement and Payment** – The estimate of quantities for maintaining traffic on this project has been based on the sequence of operations contained herein and described in this Project Specification.

The items for Barricade, Type III, High Intensity, Lighted, Furn; Barricade, Type III, High Intensity, Lighted, Oper; Dust Palliative, Applied; Flag Control; Lighted Arrow, Type C, Furn; Lighted Arrow, Type C, Oper; Minor Traf Devices; Plastic Drum, High Intensity, Lighted, Furn; Plastic Drum, High Intensity, Lighted, Oper; Sign, Type B, Temp, Furn; and Sign, Type B, Temp, Oper are to be provided wherever required to maintain traffic as specified herein and as directed by the ENGINEER as part of the lump sum item for Traffic Maintenance and Control. All other work for maintaining traffic shall be included in the above item.

**UTILITY COORDINATION CLAUSE**

1 of 1

The CONTRACTOR shall cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.08 of the 2012 MDOT Standard Specifications for Construction. In addition, for the protection of underground utilities, the CONTRACTOR shall follow the requirements in Section 107.12 of the MDOT 2012 Standard Specifications for Construction. CONTRACTOR delay claims, resulting from a utility, will be determined based upon Section 109.05E of the MDOT 2012 Standard Specifications for Construction.

The following Utility OWNERS have facilities located within the right-of-way or project limits.

Gas: Semco Energy Gas Company, 150 E. Hamblin, Battle Creek, MI 49017  
(269) 209-3701, Mr. Kyle Patterson

Electric: Consumers Energy, 311 E. Michigan Avenue, Battle Creek, MI 49017  
(269) 969-8600, Ms. Lisa Zyonse

Telephone: AT&T, 1041 Hurst Road, Jackson, MI 49201  
(734) 996-5650, Mr. Andrew Johnson

Cable Television: Broadstripe, 2512 Lansing Road, Charlotte, MI 48813  
(517) 319-3158, Mr. James Scott

Sewer & Water: Albion Department of Public Works, 112 W. Cass Street, Albion, MI 49224  
(517) 630-1972, Mr. Jim Lenardson

Albion College: Albion College, 611 E. Porter Street, Albion, MI 49224  
(517) 879-8688, Mr. Don Masternak

The CONTRACTOR shall call "Miss Dig" a minimum of 3 working days prior to beginning construction operations. Saturdays, Sundays and Holidays shall not be included as a working day. On all projects:

**"3 Days before you Dig – Call Miss Dig – Toll Free" 811**

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

No additional compensation will be paid to the CONTRACTOR for delays due to material shortages or other reasons beyond the control of the City, or for delays of construction due to the encountering of existing utilities that are, or are not, shown on the plans. Work stoppage by employees of utility companies, which results in a delay of utility revisions on any portion of this project, may be considered a basis for a claim for an extension of time for completion, but will not be considered the basis for a claim for extra compensation or adjustment in contract unit prices.

**PROJECT SPECIFICATION**

**FOR**

**CONSTRUCTION COORDINATION CLAUSE**

1 of 1

Wightman & Associates, Inc./PAD

05/04/2017

**Description**

In addition to the 2017 Albion Local Street Improvements Project, there are other projects located in the immediate area.

1. Superior Street Reconstruction Project – The Michigan Department of Transportation (MDOT) will be implementing roadway improvements on the above mentioned section of Superior Street in the City of Albion which is adjacent to the proposed work on E. Cass Street from Superior Street to Huron Street. The CONTRACTOR shall contact the ENGINEER to coordinate any work or work items which may overlap between the two projects. The CONTRACTOR shall not restrict construction traffic for the project adjacent to the proposed project limits.

**Cooperation by CONTRACTOR**

The City of Albion and Michigan Department of Transportation maintenance crews and/or Contract Agencies may perform maintenance work within or adjacent to the Construction Influence Area (CIA). This work will be coordinated with the Contractor through the ENGINEER for the local agency to minimize interference. No additional payment will be made to the Contractor for the joint use of traffic control items.

The CONTRACTOR shall conduct the operations so as to interfere as little as possible with those of other CONTRACTORS, utilities, or any public authority on or near the work as shown on the plans or in the proposal. The OWNER reserves the right to perform other work by contract or otherwise, and to permit public utility companies and others to do work on or near the project during progress of the work. The CONTRACTOR shall conduct the work and shall cooperate with such other parties so as to cause as little interference as possible with their operations and as the ENGINEER may direct. No additional compensation will be paid to the CONTRACTOR for any reasonable delay or inconvenience due to material shortages or reasonable delays due to the operations of such other parties doing the work indicated or shown on the plans or in the proposal, or for any reasonable delays on construction due to the encountering of existing utilities that are shown on the plans.

**PROJECT SPECIFICATION**

**FOR**

**MATERIAL ACCEPTANCE**

1 of 1

Wightman & Associates, Inc./AEK

04/06/2017

**Description**

In addition to those materials that by the 2012 MDOT Standard Specifications for Construction are visually approvable, for this project add the following:

Temporary and Permanent Pavement Markings  
Adjustment rings and Approved Mastics  
Rubber-like Materials for Pipe Construction  
Water Main related items

The ENGINEER reserves the right to sample and test at its option as a confirmation of acceptance of materials for payment.

When requested for a specific material, the CONTRACTOR shall furnish certification or certify as to the appropriateness or compliance of material incorporated in the work.

**PROJECT SPECIFICATION**

**FOR**

**PAVT, REM, MODIFIED**

1 of 1

Wightman & Associates, Inc./PAD

04/25/2017

**Description**

This work consists of removing HMA, concrete, masonry, and other common pavement material, except sand and gravel, regardless of thickness, reinforcement and overlays.

**Materials**

None specified.

**Construction Methods**

Remove pavement to an existing joint or sawed joint. Saw cut pavement full depth in a straight neat line as directed by the Engineer. Do not use a crane and ball pavement breaker. Do not disturb remaining pavement. Assume ownership of removed materials and dispose of according to subsection 205.03P.

**Measurement and Payment**

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

**Pay Item**

**Pay Unit**

Pavt, Rem, Modified

Square Yard

The limits of Pavt, Rem, Modified will be established as noted on the plans or at the discretion of the Engineer. The unit price includes all labor, equipment, and materials to saw cut, remove, haul and dispose of the pavement.

**PROJECT SPECIFICATION**

**FOR**

**SITE GRADING**

1 of 1

Wightman & Associates, Inc./PAD

05/03/2017

**Description**

This work shall consist of excavating and grading as necessary the parking lot areas as directed by the Engineer in accordance with the plans and details and in accordance with Section 205 of the Standard Specifications for Construction, except as modified herein.

**Materials**

None specified.

**Construction**

Site Grading shall include all necessary removal, hauling, shaping, and compacting the existing aggregate base to develop the parking lot areas to accommodate 3 inches of HMA surfacing as shown on the plans and directed by the Engineer. The site shall be graded in a manner to provide positive drainage to all existing drain inlets and outlets as directed by the Engineer.

The parking lot areas shall be finished to grade with a blade grader or equivalent equipment. All parking areas shall be graded as shown or as directed by the Engineer in the field. All excess excavated material shall be disposed of by the Contractor.

The existing aggregate base shall be mechanically compacted to a minimum 98% density (Modified Proctor).

Estimated Quantity = 12,250 Square Yards

**Measurement and Payment**

Site Grading shall be paid for by the Lump Sum which price shall be payment in full for all work described in this special provision.

**Pay Item**

**Pay Unit**

Site Grading

Lump Sum

**PROJECT SPECIFICATION**

**FOR**

**DETECTABLE WARNING SURFACE, MODIFIED**

1 of 1

Wightman & Associates, Inc./AEK

04/06/2017

**Description**

This work shall be done in accordance with the requirements of Section 803 of the 2012 Standard Specifications for Construction and MDOT Standard Plan R-28 Series except as modified below.

**Materials and Construction Methods**

The tactile plates for the ADA ramps will be Armor-Tile Cast In Place System (thermoset epoxy resin) as manufactured by Engineered Plastics, Inc., or approved equal. The plates will be Brick Red (Federal Color 22144) in color to match existing detectable warning plates throughout the City. Truncated Domes shall be tamped into wet concrete in accordance with MDOT and ADA Accessibility Guidelines for Detectable Warnings and the manufacturer's recommendations for installation.

Construct sidewalk ramp according to Section 803 of the MDOT 2012 Standard Specifications for Construction and Standard Plan R-28 Series.

Detectable Warning Surface, Modified will be measured by the total length measured down the centerline of the actual prefabricated detectable warning panels in place. Payment includes all labor, materials, and equipment necessary to install detectable warning surfaces.

The curb and gutter opening for sidewalk ramps will be paid for as Curb and Gutter, Conc, Det C4 or Det E2. Rolled curb adjacent to the non-traffic edge of parallel or combination ramps and landings will be paid for separately if the required height exceeds 18 inches along a continuous run.

**Method of Measurement and Payment**

The complete work as measured for Detectable Warning Surface, Modified shall be paid for at the contract unit price for the following contract pay item.

**Pay Item**

**Pay Unit**

Detectable Warning Surface, Modified

Foot

**PROJECT SPECIFICATION**

**FOR**

**HMA APPLICATION ESTIMATE**

1 of 1

Wightman & Associates, Inc./AEK

04/06/2017

**Description:**

HMA, LVSP (Leveling) shall have a yield of 165 pounds per square yard.

HMA, LVSP (Top) shall have a yield of 165 pounds per square yard.

The required binder grade for this project is PG 58-28.

The required Minimum AWI for HMA, LVSP (Top) shall be 220.

Cleaning existing pavement shall be included in the respective HMA mixture items.

Bond Coat shall be SS-1h Bond Coat applied at the rate of 0.05 to 0.15 GAL/SYD to be included in the respective HMA mixture items.

HMA approaches will not be a separate pay item for this project. All HMA material for this project will be paid for under their respective bid items.

The Number of Rollers Method shall apply as a minimum requirement for this project.

The Nuclear gauge Method for testing compaction may be used at the discretion of the ENGINEER.

No RAS will be allowed in any HMA mixture.

The Contractor shall be responsible for the control of the HMA application rates for this project. All HMA will be measured and paid for by the square yard of the specified thickness. The unit price for HMA mixtures on this project will be adjusted downward 2% for each percentage point in excess of 8% average yield below the specified yield (i.e. if the average yield is 9.2% below the specified yield, the unit price will be reduced by 4%).

**Pay Item**

HMA, LVSP, 1 ½ inch (Leveling)

HMA, LVSP, 1 ½ inch (Top)

**Pay Unit**

Square Yard

Square Yard

**PROJECT SPECIFICATION**

**FOR**

**RESTORATION**

1 of 1

Wightman & Associates, Inc./AEK

04/06/2017

**Description**

The work of Restoration will be in accordance with Section 816 of the Michigan Department of Transportation 2012 Standard Specifications for Construction except as herein modified. The Restoration item includes the placement of 3 inches of salvaged top soil; Seeding, Mixture TUF (220 #/syd); Fertilizer, Chemical Nutrient, Class A (228 #/syd); Mulch (2 ton/acre); and Mulch Anchoring to all disturbed areas.

**Construction Methods**

All work will be performed in accordance with Section 816 of the Michigan Department of Transportation 2012 Standard Specifications for Construction except as herein modified. All disturbed areas that are not to be paved will be restored as specified herein. Any excess material shall be removed from the site at the Contractor's expense.

**Method of Measurement**

Restoration will be paid for as a lump sum and will apply to all disturbed areas not to be paved or covered with aggregate within the entire project limits.

**Basis of Payment**

The contract lump sum price for Restoration will be payment in full for furnishing all equipment and labor, placing all topsoil, seed, fertilizer, mulch, and mulch anchoring, and all other work specified above.

**Pay Item**

**Pay Unit**

Restoration

Lump Sum

**PROJECT SPECIFICATION**

**FOR**

**WATER SHUTOFF, ADJ**

1 of 1

Wightman & Associates, Inc./AEK

04/06/2017

**Description**

This work consists of adjusting existing water shutoff(s) or gate box(es) indicated on the plans to the required elevation. Included in this item are the addition of any extension(s) and adjusting the casting(s). Pavement removal and replacement, and any excavation necessary to adjust a water shutoff or gate box are also included in this item of work.

**Materials**

Materials necessary to restore disturbed areas will be approved by the ENGINEER. All materials used to bring a water shutoff or gate box to the required elevation must meet the local municipal requirements. Once the water shutoffs or gate boxes are adjusted to final grade, they shall be backfilled with a minimum 6 inches of concrete to an elevation 1 ½" below final grade prior to placement of the HMA top course.

**Measurement and Payment**

Payment for Water Shutoff, Adj includes all labor, materials and equipment required to bring these structures to the required elevation and to restore the disturbed area.

The completed work will be paid for at the contract unit price for the following contract item (pay item).

**Pay Item**

**Pay Unit**

Water Shutoff, Adj

Each

**PROJECT SPECIFICATION**

**FOR**

**WATER VALVE BOXES**

1 of 1

Wightman & Associates, Inc./AEK

04/06/2017

**Description**

This work consists of furnishing and installing valve boxes over existing water main valves. The Contractor shall furnish all equipment, labor and materials for a complete installation.

**Work Included Under Other Contract Items**

Dr Structure, Rem  
Adjustment to Finished Grade

**Work Included**

The work under these items as defined below includes all equipment, materials, work, and operations necessary to install and construct the valve boxes including furnishing the valve boxes, earth excavation, care of structures, sheeting and shoring, removal and disposal of water, disposal of excess excavated materials, setting the valve boxes, backfilling, cleaning up and any other related work not enumerated and not included under other Contract Pay Items.

Where an existing water valve is located in an existing manhole, the Contractor will remove the existing structure to be measured and paid for separately as Dr Structure, Rem. Where an existing water valve is located in an existing valve box that is in the opinion of the Engineer in need of replacement, the Contractor shall remove the existing valve box as part of the new Water Valve Box pay item. The Contractor will then install a new water valve box as defined below and as shown on the plans. Adjustment to finished grade will be measured and paid for separately as Water Shutoff, Adj.

**Water Valve Boxes**

The water valve boxes shall be made of cast iron and shall be three-piece. Extensions, if required due to site grades or utility conflicts, shall be included at no increase in price.

**Measurement and Payment**

All water valves in manholes and other water valve boxes as determined by the Engineer in the field will be replaced with new valve boxes. The actual number of valve boxes installed complete as shown on the plans and as specified, will be counted for payment under the applicable contract items.

Payment for Water Valve Box includes all labor, materials, and equipment required for a complete and functional installation. Each new Water Valve Box actually installed will be measured and paid for separately at the unit price bid for each Water Valve Box.

**Pay Item**

**Pay Unit**

Water Valve Box

Each

**PROJECT SPECIFICATION**

**FOR**

**PAVEMENT MARKINGS**

1 of 1

Wightman & Associates, Inc./AEK

05/03/2017

**Description**

This work consists of furnishing and installing waterborne pavement markings as described herein, on the plans, or as directed by the Engineer in the field. All work under this item will be in accordance with Section 811 of the 2012 MDOT Standard Specifications for Construction, except that all symbols and legends will be waterborne paint. The Contractor will furnish all equipment, labor and materials for a complete installation.

**Materials**

All materials for the permanent pavement markings will be waterborne paint.

**Measurement and Payment**

The completed work will be paid for at the contract unit price for the following contract pay items.

| <b><u>Pay Item</u></b>                   | <b><u>Pay Unit</u></b> |
|--|------------------------|
| Pavt Mrkg, Waterborne, 18 inch, Stop Bar | Foot                   |
| Pavt Mrkg, Waterborne, 6 inch, Crosswalk | Foot                   |
| Pavt Mrkg, Waterborne, Railroad Sym      | Each                   |
| Pavt Mrkg, Waterborne, Parking Lots      | Lump Sum               |

**PROJECT SPECIFICATION**

**FOR**

**AGGREGATE BASE, \_\_ INCH, MODIFIED**

1 of 1

Wightman & Associates, Inc./AEK

04/06/2017

**Description**

The work of Aggregate Base, \_\_ Inch, Modified shall be performed and paid for in accordance with the MDOT 2012 Standard Specifications for Construction, except as modified herein.

**Materials**

The materials for Aggregate Base (thickness as specified) shall be MDOT 22A Gravel, 22A Slag, 22A limestone, or cold-milled HMA material which approximates the gradation of 22A material. The ENGINEER shall test and approve the milled material before it is used on the project.

If milled HMA material is used for aggregate base, it shall be used full depth or on top of 22A gravel to obtain the required thickness. 22A gravel shall not be placed on top of HMA millings.

If milled HMA material is used as aggregate base, the density provisions of the standard specifications are not waived, however, density testing may be waived at the discretion of the ENGINEER.

**Measurement and Payment**

Aggregate Base, \_\_ Inch, Modified will be measured in place by the square yard area of aggregate base actually placed as specified herein.

**Pay Item**

**Pay Unit**

Aggregate Base, \_\_ Inch, Modified

Square Yard

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**RECYCLED HOT MIX ASPHALT MIXTURE ON LOCAL AGENCY PROJECTS**

CFS:KPK

1 of 2

APPR:JWB:CJB:03-13-14

FHWA:APPR:03-13-14

**Add the following subsection to subsection 501.02.A.2, on page 234 of the Standard Specifications for Construction.**

- c. **Reclaimed Asphalt Pavement (RAP) and Binder Grade Selection.** The method for determining the binder grade in HMA mixtures incorporating RAP is divided into three categories designated Tier 1, Tier 2 and Tier 3. Each tier has a range of percentages that represent the contribution of the RAP binder toward the total binder, by weight. The tiers identified below apply to HMA mixtures with the following exception: Superpave mixture types E3, E3 High Stress, E10, E10 High Stress, E30, E30 High Stress, E50, and E50 High Stress used as leveling or top course must be limited to a maximum of 27 percent RAP binder by weight of the total binder in the mixture.

Recycled materials may be used as a substitute for a portion of the new materials required to produce HMA mixtures in accordance with contract.

- **Tier 1 (0% to 17% RAP binder by weight of the total binder in the mixture).** No binder grade adjustment is made to compensate for the stiffness of the asphalt binder in RAP.
- **Tier 2 (18% to 27% RAP binder by weight of the total binder in the mixture).** For all mixtures no binder grade change will occur in Tier 2 for all shoulder and temporary road mixtures.

The required asphalt binder grade must be at least one grade lower for the low temperature than the design binder grade required for the specified project mixture type. Lowering the high temperature of the binder one grade is optional. For example, if the design binder grade for the mixture type is PG 58-22, the required grade for the binder in the HMA mixture containing RAP would be a PG 52-28 or a PG 58-28.

For Marshall Mixes, no binder grade change will be required when Average Daily Traffic (ADT) is above 7000 or Commercial Average Daily Traffic (CADT) is above 700. No binder grade change will occur for LVSP, E03 and E1 mixtures used as leveling or top course.

The asphalt binder grade can also be selected using a blending chart for high and low temperatures. Supply the blending chart and the RAP test data used in determining the binder selection according to *AASHTO M 323*.

- **Tier 3 ( $\geq$  28% RAP binder by weight of the total binder in the mixture).** The binder

**City of Albion**  
**2017 Local Street Improvements Project**

CFS:KPK

2 of 2

12SP-501E-04  
03-13-14

grade for the asphalt binder is selected using a blending chart for high and low temperatures per *AASHTO M 323*. Supply the blending chart and the RAP test data used in determining the binder selection.

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**ACCEPTANCE OF HOT MIX ASPHALT MIXTURE ON LOCAL AGENCY PROJECTS**

CFS:KPK

1 of 7

APPR:CJB:JWB:07-05-16

FHWA:APPR:07-05-16

**a. Description.** This special provision provides sampling and testing requirements for local agency projects using the roller method and the nuclear density gauge testing. Provide the hot mix asphalt (HMA) mixture in accordance with the requirements of the standard specifications, except where modified herein.

**b. Materials.** Provide aggregates, mineral filler (if required), and asphalt binder to produce a mixture proportioned within the master gradation limits shown in the contract, and meeting the uniformity tolerance limits in Table 1.

**Table 1: Uniformity Tolerance Limits for HMA Mixtures**

| Parameter   |                              | Top and Leveling Course |           | Base Course    |           |      |
|---|------------------------------|-------------------------|-----------|----------------|-----------|------|
| Number  | Description                  | Range 1 (a)             | Range 2   | Range 1 (a)    | Range 2   |      |
| 1   | % Binder Content             | -0.30 to +0.40          | ±0.50     | -0.30 to +0.40 | ±0.50     |      |
| 2   | % Passing                    | # 8 and Larger Sieves   | ±5.0      | ±8.0           | ±7.0      | ±9.0 |
|   |                              | # 30 Sieve              | ±4.0      | ±6.0           | ±6.0      | ±9.0 |
|   |                              | # 200 Sieve             | ±1.0      | ±2.0           | ±2.0      | ±3.0 |
| 3   | Crushed Particle Content (b) | Below 10%               | Below 15% | Below 10%      | Below 15% |      |
| a. This range allows for normal mixture and testing variations. The mixture must be proportioned to test as closely as possible to the Job-Mix-Formula (JMF). |                              |                         |           |                |           |      |
| b. Deviation from JMF.  |                              |                         |           |                |           |      |

Parameter number 2 as shown in Table 1 is aggregate gradation. Each sieve will be evaluated on one of the three gradation tolerance categories. If more than one sieve is exceeding Range 1 or Range 2 tolerances, only the one with the largest exceedance will be counted as the gradation parameter.

The master gradation should be maintained throughout production; however, price adjustments will be based on Table 1. Aggregates which are to be used in plant-mixed HMA mixtures must not contain topsoil, clay, or loam.

**c. Construction.** Submit a Mix Design and a JMF to the Engineer. Do not begin production and placement of the HMA until receipt of the Engineer's approval of the JMF. Maintain the binder content, aggregate gradation, and the crushed particle content of the HMA mixture within the Range 1 uniformity tolerance limits in Table 1. For mixtures meeting the definition of top or leveling course, field regress air void content to 3.5 percent with liquid asphalt cement unless

specified otherwise on HMA application estimate. For mixtures meeting the definition of base course, field regress air void content to 3.0 percent with liquid asphalt cement unless specified otherwise on HMA application estimate.

Ensure all persons performing Quality Control (QC) and Quality Assurance (QA) HMA field sampling are "Local Agency HMA Sampling Qualified" samplers. At the Pre-Production or Pre-Construction meeting, the Engineer will determine the method of sampling to be used. Ensure all sampling is done in accordance with *MTM 313 (Sampling HMA Paving Mixtures)* or *MTM 324 (Sampling HMA Paving Mixtures Behind the Paver)*. Samples are to be taken from separate hauling loads.

For production/mainline type paving, obtain a minimum of two samples, each being 20,000 grams, each day of production, for each mix type. The Engineer will sample and maintain possession of the sample. Sampling from the paver hopper is prohibited. Each sample will be divided into two 10,000 gram parts with one part being for initial testing and the other part being held for possible dispute resolution testing. Obtain a minimum of three samples for each mix type regardless of the number of days of production.

Obtain samples that are representative of the day's paving. Sample collection is to be spaced throughout the planned tonnage. One sample will be obtained in the first half of the tonnage and the second sample will be obtained in the second half of the tonnage. If planned paving is reduced or suspended, when paving resumes, the remaining sampling must be representative of the original intended sampling timing.

Ensure all persons performing testing are Bit Level One certified or Bit QA/QC Technician certified.

Ensure daily test samples are obtained, except, if the first test results show that the HMA mixture is in specification, the Engineer has the option of not testing additional samples from that day.

At the Pre-Production or Pre-Construction meeting, the Engineer and Contractor will collectively determine the test method for measuring asphalt content (AC) using *MTM 319 (Determination of Asphalt Content from Asphalt Paving Mixtures by the Ignition Method)* or *MTM 325 (Quantitative Extraction of Bitumen from HMA Paving Mixtures)*. Back calculation will not be allowed for determining asphalt content.

Ensure all labs performing local agency acceptance testing are qualified labs per the *HMA Production Manual* and participate in the MDOT round robin process, or they must be *AASHTO Materials Reference Laboratory (AMRL)* accredited for *AASHTO T 30* or *T 27*, and *AASHTO T 164* or *T 308*. Ensure on non-National Highway System (NHS) routes, Contractor labs are made available, and may be used, but they must be qualified labs as previously stated. Contractor labs may not be used on NHS routes. Material acceptance testing will be completed by the Engineer within 14 calendar days, except holidays and Sundays, for projects with less than 5,000 tons (plan quantity) of HMA and within 7 calendars days, except holidays and Sundays, for projects with 5,000 tons (plan quantity) or more of HMA, after the Engineer has obtained the samples. QA test results will be provided to the Contractor after the Engineer receives the QC test results. Failure on the part of the Engineer or the laboratory to provide Quality Assurance test results within the specified time frame does not relieve the Contractor of their responsibility to provide an asphalt mix within specifications.

The correlation procedure for ignition oven will be established as follows. Asphalt binder content based on ignition method from MTM 319. Gradation (*ASTM D 5444*) and Crushed particle content (*MTM 117*) based on aggregate from *MTM 319*. The incineration temperature will be established at the Pre-Production Meeting. The Contractor will provide a laboratory mixture sample to the acceptance laboratory to establish the correction factor for each mix. Ensure this sample is provided to the Engineer a minimum of 14 calendar days prior to production.

For production/mainline type paving, the mixture may be accepted by visual inspection up to a quantity of 500 tons per mixture type, per project (not per day). For non-production type paving defined as driveways, approaches, and patching, visual inspection may be allowed regardless of the tonnage.

The mixture will be considered out-of-specification, as determined by the acceptance tests, if for any one mixture, two consecutive tests per parameter, (for Parameter 2, two consecutive aggregate gradations on one sieve) are outside Range 1 or Range 2 tolerance limits. If a parameter is outside of Range 1 tolerance limits and the second consecutive test shows that the parameter is outside of Range 2, then it will be considered to be a Range 1 out-of-specification. Consecutive refers to the production order and not necessarily the testing order. Out-of-specification mixtures are subject to a price adjustment per the Measurement and Payment section of this special provision.

Contractor operations will be suspended when the mixture is determined to be out-of-specification, but contract time will continue to run. The Engineer may issue a Notice of Non-Compliance with Contract Requirements (Form 1165), if the Contractor has not suspended operations and taken corrective action. Submit a revised JMF or proposed alterations to the plant and/or materials to achieve the JMF to the Engineer. Effects on the Aggregate Wear Index (AWI) and mix design properties will be taken into consideration. Production and placement cannot resume until receipt of the Engineer's approval to proceed.

Pavement in-place density will be measured using one of two approved methods. The method used for measuring in-place density will be agreed upon at a pre-production or pre-construction meeting.

Pavement in-place density tests will be completed by the Engineer during paving operations and prior to traffic staging changes. Pavement in-place density acceptance testing will be completed by the Engineer prior to paving of subsequent lifts and being open to traffic.

**Option 1 – Direct Density Method**

Use of a nuclear density gauge requires measuring the pavement density using the Gmm from the JMF for the density control target. The required in-place density of the HMA mixture must be 92.0 to 98.0 percent of the density control target. Nuclear density testing and frequency will be in accordance with the *MDOT Density Testing and Inspection Manual*.

**Option 2 – Roller Method**

The Engineer may use the Roller Method with a nuclear or non-nuclear density gauge to document achieving optimal density as discussed below.

Use of the density gauge requires establishing a rolling pattern that will achieve the required in-place density. The Engineer will measure pavement density with a density gauge using the Gmm from the JMF for the density control target.

Use of the Roller Method requires developing and establishing density frequency curves, and meeting the requirements of Table 2. A density frequency curve is defined as the measurement and documentation of each pass of the finished roller until the in-place density results indicate a decrease in value. The previous recording will be deemed the optimal density. The Contractor is responsible for establishing and documenting an initial or QC rolling pattern that achieves the optimal in-place density. When the density frequency curve is used, the Engineer will run and document the density frequency curve for each half day of production to determine the number of passes to achieve the maximum density. Table 5, located at the end of this special provision, can be used as an aid in developing the density frequency curve. The Engineer will perform density tests using an approved nuclear or non-nuclear gauge per the manufacturer's recommended procedures.

**Table 2: Minimum Number of Rollers Recommended Based on Placement Rate**

| Average Laydown Rate,<br>Square Yards per Hour                      | Number of Rollers Required (a) |        |
|---|--------------------------------|--------|
|   | Compaction                     | Finish |
| Less than 600   | 1                              | 1 (b)  |
| 601 - 1200  | 1                              | 1      |
| 1201 - 2400   | 2                              | 1      |
| 2401 - 3600   | 3                              | 1      |
| 3601 and More   | 4                              | 1      |
| a. Number of rollers may increase based on density frequency curve. |                                |        |
| b. The compaction roller may be used as the finish roller also.     |                                |        |

After placement, roll the HMA mixture as soon after placement as the roller is able to bear without undue displacement or cracking. Start rolling longitudinally at the sides of the lanes and proceed toward the center of the pavement, overlapping on successive trips by at least half the width of the drum. Ensure each required roller is 8 tons minimum in weight unless otherwise approved by the Engineer.

Ensure the initial breakdown roller is capable of vibratory compaction and is a maximum of 500 feet behind the paving operations. The maximum allowable speed of each roller is 3 miles per hour (mph) or 4.5 feet per second. Ensure all compaction rollers complete a minimum of two complete rolling cycles prior to the mat temperature cooling to 180 degrees Fahrenheit (F). Continue finish rolling until all roller marks are eliminated and no further compaction is possible. The Engineer will verify and document that the roller pattern has been adhered to. The Engineer can stop production when the roller pattern is not adhered to.

**d. Measurement and Payment.** The completed work, as described, will be measured and paid for using applicable pay items as described in subsection 501.04 of the Standard Specifications for Construction, or the contract, except as modified below.

**Base Price.** Price established by the Department to be used in calculating incentives and adjustments to pay items and shown in the contract.

If acceptance tests, as described in section c. of this special provision, show that a Table 1 mixture parameter exceeds the Range 1, but not the Range 2, tolerance limits, that mixture parameter will be subject to a 10 percent penalty. The 10 percent penalty will be assessed based on the acceptance tests only unless the Contractor requests that the 10,000 gram sample part retained for possible dispute resolution testing be tested. The Contractor has 4 calendar days from receipt of the acceptance test results to notify the Engineer, in writing, that dispute resolution testing is requested. The Contractor's QC test results for the corresponding QA test results must result in an overall payment greater than QA test results otherwise the QA tests will not be allowed to be disputed. The Engineer has 4 calendar days to send the dispute resolution sample to the lab once dispute resolution testing is requested. The dispute resolution sample will be sent to an independent lab selected by the Local Agency, and the resultant dispute test results will be used to determine the penalty per parameter, if any. Ensure the independent lab is a MDOT QA/QC qualified lab or an AMRL HMA qualified lab. The independent lab must not have conflicts of interest with the Contractor or Local Agency. If the dispute testing results show that the mixture parameter is out-of-specification, the Contractor will pay for the cost of the dispute resolution testing and the contract base price for the material will be adjusted, based on all test result parameters from the dispute tests, as shown in Table 3 and Table 4. If the dispute test results do not confirm the mixture parameter is out-of-specification, then the Local Agency will pay for the cost of the dispute resolution testing and no price adjustment is required.

If acceptance tests, as described in section c. of this special provision, show that a Table 1 mixture parameter exceeds the Range 2 tolerance limits, the 10,000 gram sample part retained for possible dispute resolution testing will be sent, within 4 calendar days, to the MDOT Central Laboratory for further testing. The MDOT Central Laboratory's test results will be used to determine the penalty per mixture parameter, if any. If the MDOT Central Laboratory's results do not confirm the mixture parameter is out-of-specification, then no price adjustment is required. If the MDOT Central Laboratory's results show that the mixture is out-of-specification and the Engineer approves leaving the out-of-specification mixture in place, the contract base price for the material will be adjusted, based on all parameters, as shown in Table 3 and Table 4.

In the case that the Contractor disputes the results of the test of the second sample obtained for a particular day of production, the test turn-around time frames given would apply to the second test and there would be no time frame on the first test.

The laboratory (MDOT Central Laboratory or independent lab) will complete all Dispute Resolution testing and return test results to the Engineer, who will provide them to the Contractor, within 13 calendar days upon receiving the Dispute Resolution samples.

In all cases, when penalties are assessed, the penalty applies to each parameter, up to two parameters, that is out of specification.

**Table 3: Penalty Per Parameter**

| Mixture Parameter out-of-Specification per Acceptance Tests | Mixture Parameter out-of-Specification per Dispute Resolution Test Lab | Price Adjustment per Parameter                   |
|---|--|--|
| NO  | N/A  | None   |
| YES   | NO   | None   |
|   | YES  | Outside Range 1 but not Range 2: decrease by 10% |
|   |  | Outside Range 2: decrease by 25%                 |

The quantity of material receiving a price adjustment is defined as the material produced from the time the first out-of-specification sample was taken until the time the sample leading to the first in-specification test was taken.

Each parameter of Table 1 is evaluated with the total price adjustment applied to the contract base price based on a sum of the two parameter penalties resulting in the highest total price adjustment as per Table 4. For example, if three parameters are out-of-specification, with two parameters outside Range 1 of Table 1 tolerance limits, but within Range 2 of Table 1 limits and one parameter outside of Range 2 of Table 1 tolerance limits and the Engineer approves leaving the mixture in place, the total price adjustment for that quantity of material is 35 percent.

**Table 4: Calculating Total Price Adjustment**

| Cost Adjustment as a Sum of the Two Highest Parameter Penalties |   |                        |
|---|---|------------------------|
| Number of Parameters Out-of-Specification                       | Range(s) Outside of Tolerance Limits of Table 1 per Parameter | Total Price Adjustment |
| One   | Range 1   | 10%                    |
|   | Range 2   | 25%                    |
| Two   | Range 1 & Range 1   | 20%                    |
|   | Range 1 & Range 2   | 35%                    |
|   | Range 2 & Range 2   | 50%                    |
| Three   | Range 1, Range 1 & Range 1                                    | 20%                    |
|   | Range 1, Range 1 & Range 2                                    | 35%                    |
|   | Range 1, Range 2 & Range 2                                    | 50%                    |
|   | Range 2, Range 2 & Range 2                                    | 50%                    |

CFS:KPK

7 of 7

12SP-501J-05  
 07-05-16

**Table 5: Density Frequency Curve Development**

Tested by: \_\_\_\_\_ Date/Time: \_\_\_\_\_

|                             |          |           |
|-----------------------------|----------|-----------|
| Route/Location:             |          | Air Temp: |
| Control Section/Job Number: |          | Weather:  |
| Mix Type:                   | Tonnage: | Gauge:    |
| Producer:                   | Depth:   | Gmm:      |

Roller #1 Type:

| Pass No. | Density | Temperature | Comments |
|----------|---------|-------------|----------|
| 1        |         |             |          |
| 2        |         |             |          |
| 3        |         |             |          |
| 4        |         |             |          |
| 5        |         |             |          |
| 6        |         |             |          |
| 7        |         |             |          |
| 8        |         |             |          |
| Optimum  |         |             |          |

Roller #2 Type:

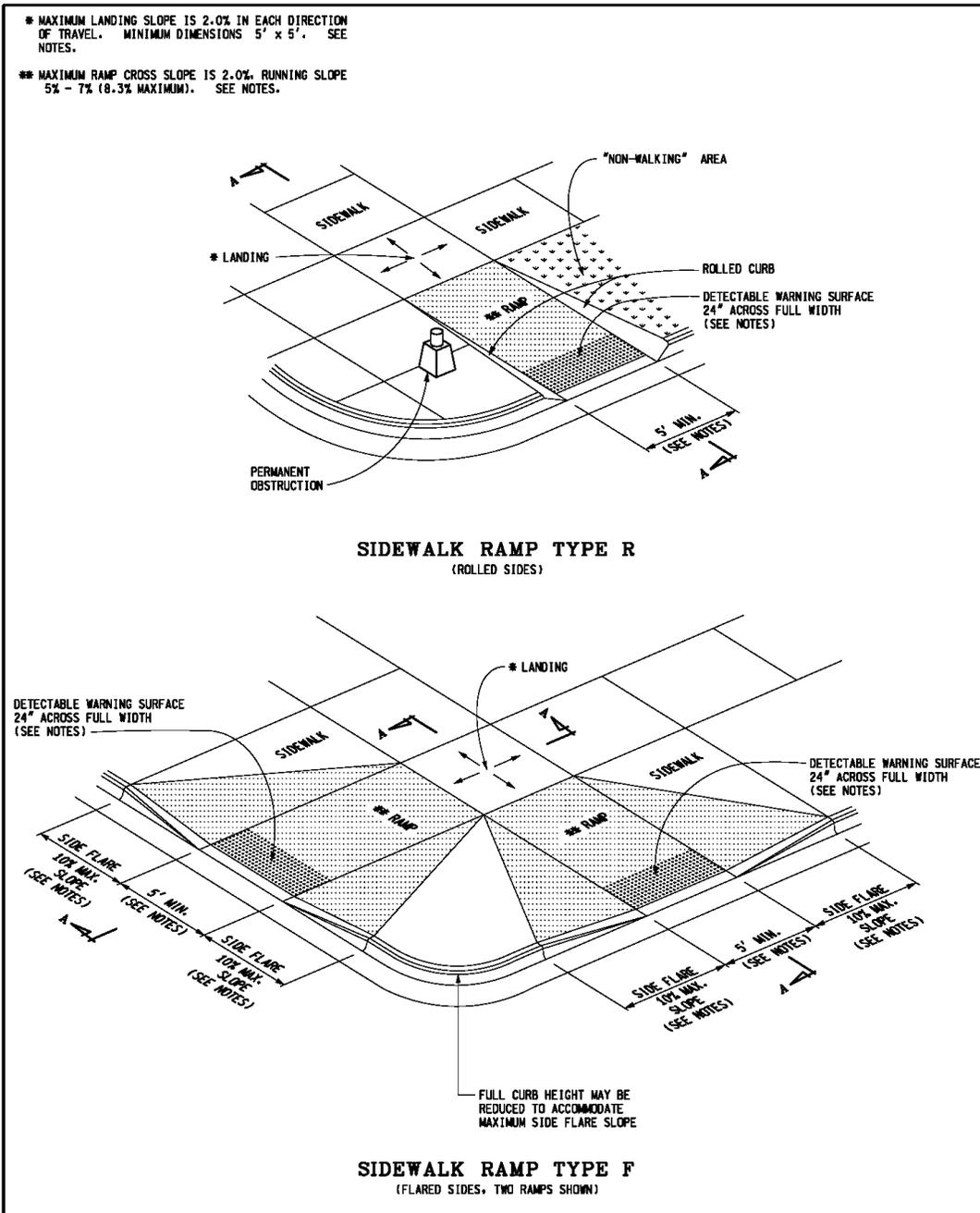
| Pass No. | Density | Temperature | Comments |
|----------|---------|-------------|----------|
| 1        |         |             |          |
| 2        |         |             |          |
| 3        |         |             |          |
| 4        |         |             |          |
| 5        |         |             |          |
| 6        |         |             |          |
| 7        |         |             |          |
| 8        |         |             |          |
| Optimum  |         |             |          |

Roller #3 Type:

| Pass No. | Density | Temperature | Comments |
|----------|---------|-------------|----------|
| 1        |         |             |          |
| 2        |         |             |          |
| 3        |         |             |          |
| 4        |         |             |          |
| 5        |         |             |          |
| 6        |         |             |          |
| 7        |         |             |          |
| 8        |         |             |          |
| Optimum  |         |             |          |

Summary: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

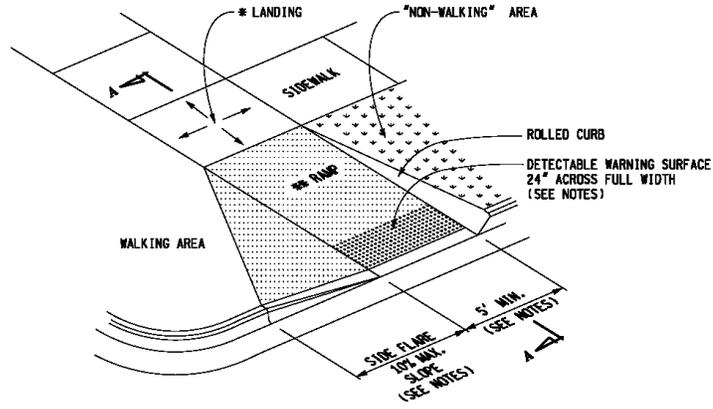
**City of Albion**  
**2017 Local Street Improvements Project**



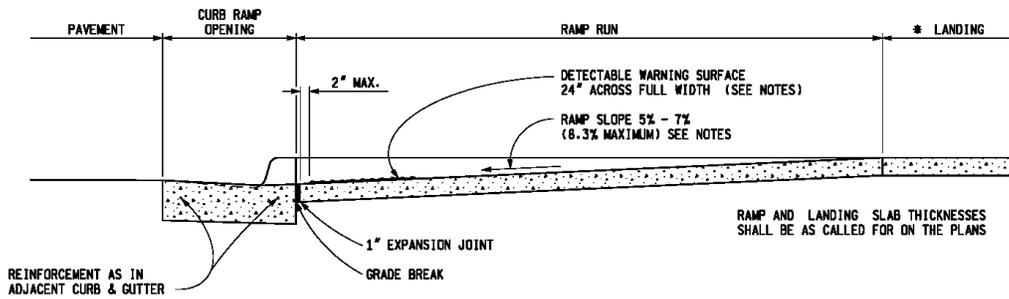
|                           |   |  |  |                           |
|---------------------------|---|--|--|---------------------------|
|                           | DEPARTMENT DIRECTOR<br>Kirk T. Steudle                | MICHIGAN DEPARTMENT OF TRANSPORTATION<br>BUREAU OF DEVELOPMENT STANDARD PLAN FOR |  |                           |
|                           | PREPARED BY<br>DESIGN DIVISION                        | APPROVED BY: _____<br>DIRECTOR, BUREAU OF FIELD SERVICES                         | <b>SIDEWALK RAMP AND<br/>                 DETECTABLE WARNING DETAILS</b> |                           |
| DRAWN BY: <u>B.L.T.</u>   | APPROVED BY: _____<br>DIRECTOR, BUREAU OF DEVELOPMENT | F.H.W.A. APPROVAL  | 3-31-2017<br>PLAN DATE   | R-28-J<br>SHEET<br>1 OF 7 |
| CHECKED BY: <u>M.K.P.</u> |   |  |  |                           |

**City of Albion**  
**2017 Local Street Improvements Project**

- \* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.
- \*\* MAXIMUM RAMP CROSS SLOPE IS 2.0%. RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



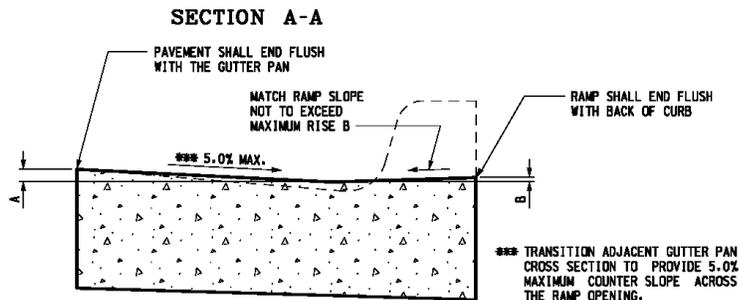
**SIDEWALK RAMP TYPE RF**  
 (ROLLED / FLARED SIDES)



REINFORCEMENT AS IN ADJACENT CURB & GUTTER

| CURB TYPE | MAXIMUM RISE (INCHES) |     |
|-----------|-----------------------|-----|
|           | A                     | B   |
| B1        | 3/4                   | 1   |
| B2        | 3/4                   | 1   |
| B3        | 3/4                   | 1   |
| D1        | 3/4                   | 1   |
| D2        | 3/4                   | 1   |
| D3        | 3/4                   | 1   |
| C1        | 1/2                   | 1/2 |
| C2        | 1/2                   | 1/2 |
| C3        | 3/4                   | 1/2 |
| C4        | 3/4                   | 1/2 |
| C5        | 1                     | 1/2 |
| C6        | 1                     | 1/2 |
| F1        | 1/2                   | 1/2 |
| F2        | 1/2                   | 1/2 |
| F3        | 3/4                   | 1/2 |
| F4        | 3/4                   | 1/2 |
| F5        | 1                     | 1/2 |
| F6        | 1                     | 1/2 |

FOR CURB TYPES SEE STANDARD PLAN R-30-SERIES



**SECTION THROUGH CURB RAMP OPENING**  
 (TYPICAL ALL RAMP TYPES)

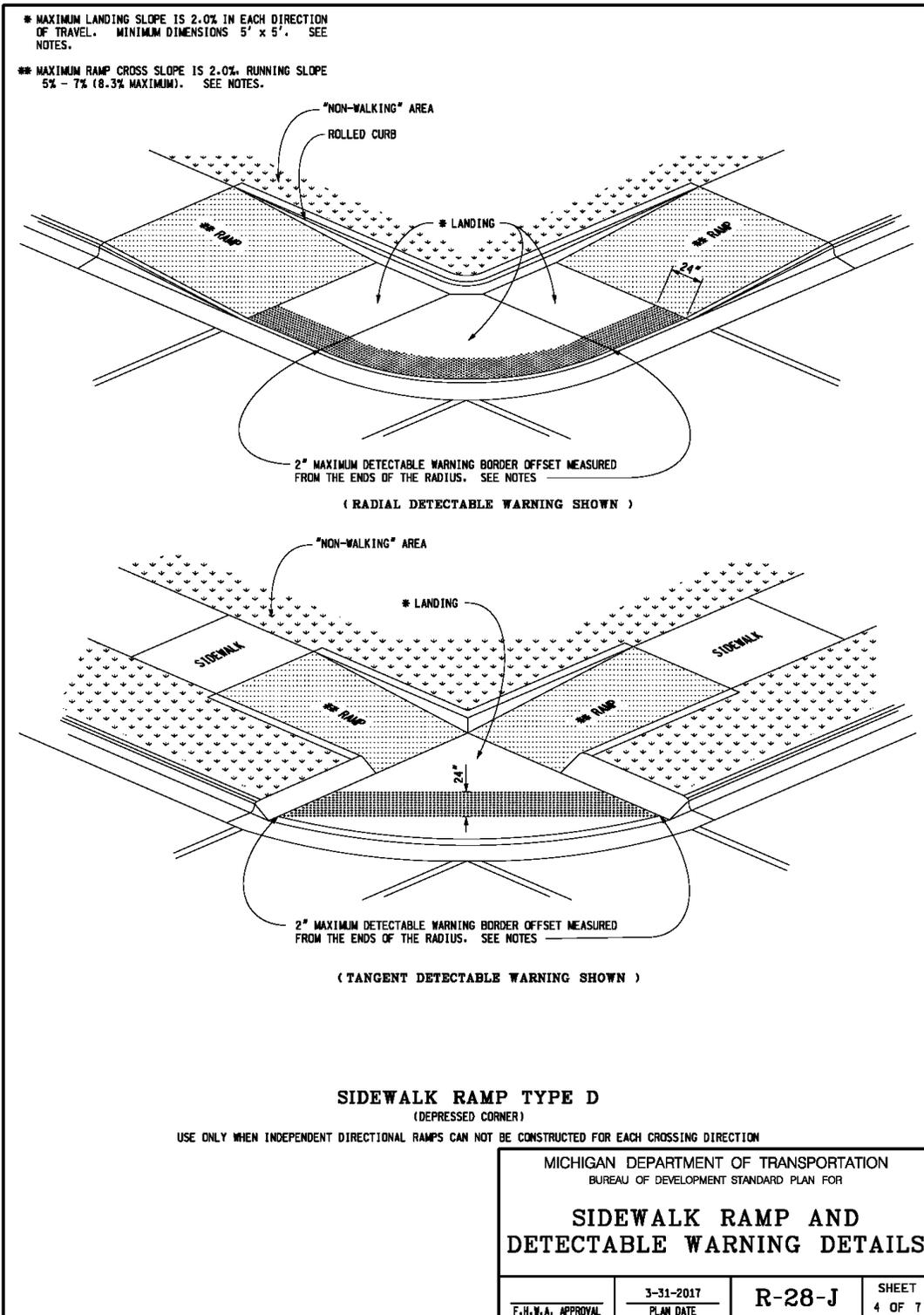
MICHIGAN DEPARTMENT OF TRANSPORTATION  
 BUREAU OF DEVELOPMENT STANDARD PLAN FOR

**SIDEWALK RAMP AND  
 DETECTABLE WARNING DETAILS**

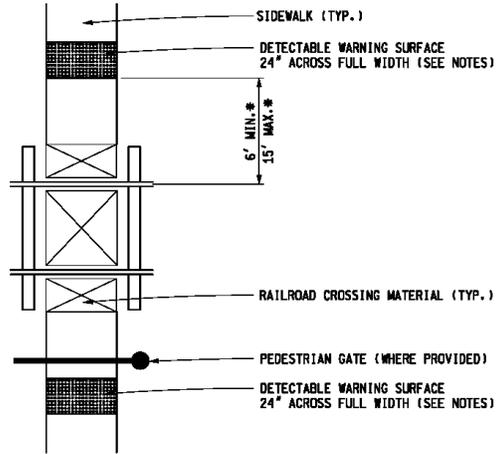
|                   |                        |        |                 |
|-------------------|------------------------|--------|-----------------|
| F.H.W.A. APPROVAL | 3-31-2017<br>PLAN DATE | R-28-J | SHEET<br>2 OF 7 |
|-------------------|------------------------|--------|-----------------|



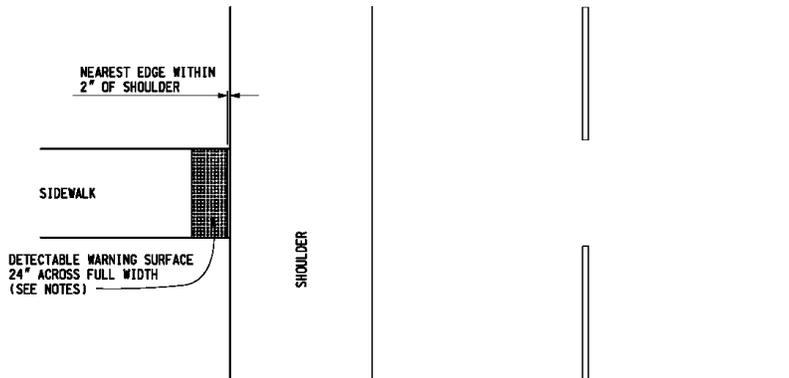
**City of Albion**  
**2017 Local Street Improvements Project**



\* THE DETECTABLE WARNING SURFACE SHALL BE LOCATED SO THAT THE EDGE NEAREST THE RAIL CROSSING IS 6' MINIMUM AND 15' MAXIMUM FROM THE CENTERLINE OF THE NEAREST RAIL. DO NOT PLACE DETECTABLE WARNING ON RAILROAD CROSSING MATERIAL.

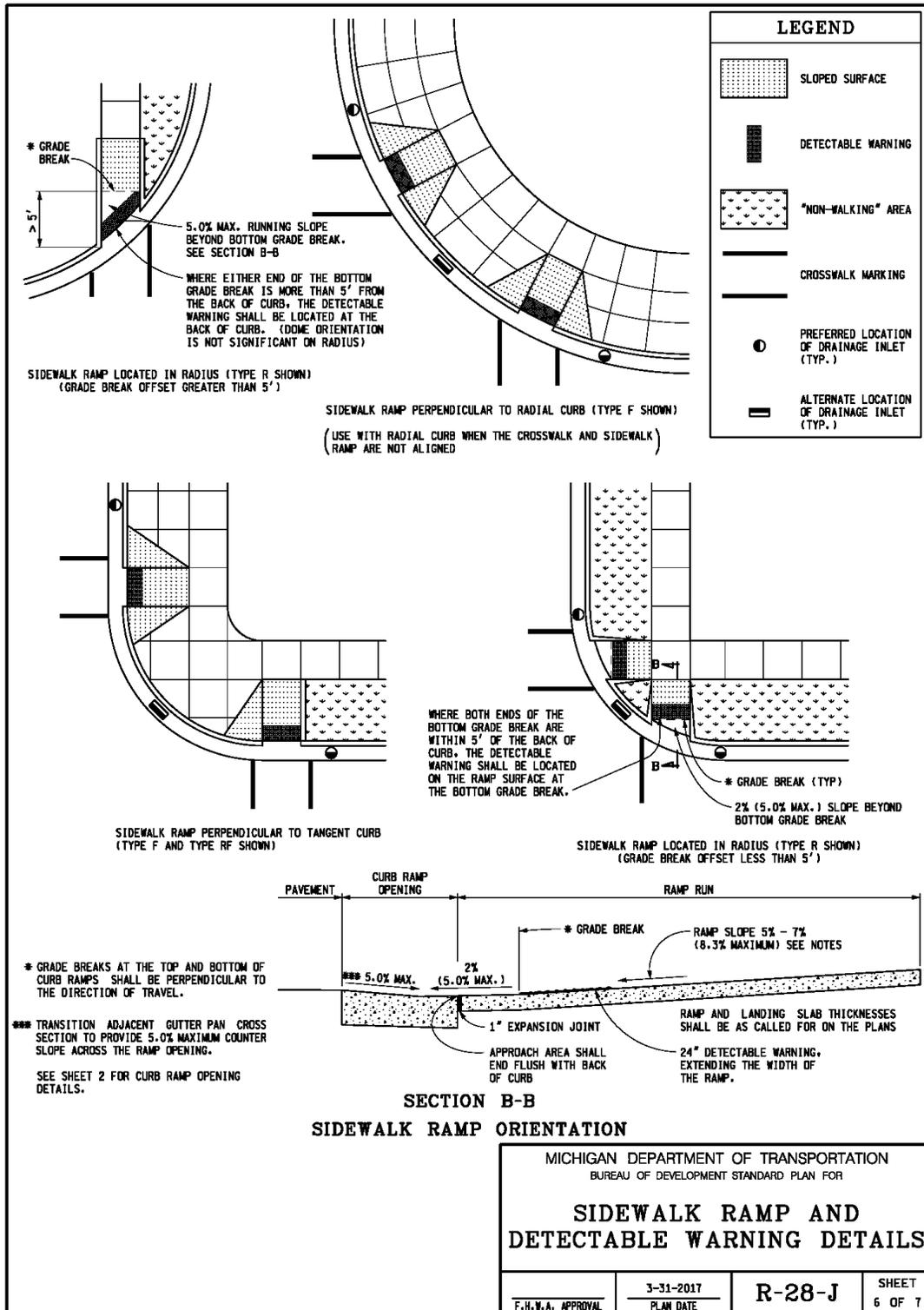


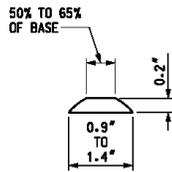
**DETECTABLE WARNING AT RAILROAD CROSSING**



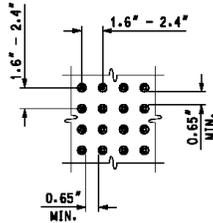
**DETECTABLE WARNING AT FLUSH SHOULDER OR ROADWAY**

|  |                        |               |                 |
|--|------------------------|---------------|-----------------|
| MICHIGAN DEPARTMENT OF TRANSPORTATION<br>BUREAU OF DEVELOPMENT STANDARD PLAN FOR |                        |               |                 |
| <b>SIDEWALK RAMP AND<br/>DETECTABLE WARNING DETAILS</b>                          |                        |               |                 |
| F.H.W.A. APPROVAL  | 3-31-2017<br>PLAN DATE | <b>R-28-J</b> | SHEET<br>5 OF 7 |

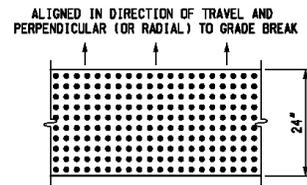




DOME SECTION



DOME SPACING



DOME ALIGNMENT

DETECTABLE WARNING DETAILS

NOTES:

DETAILS SPECIFIED ON THIS PLAN APPLY TO ALL CONSTRUCTION, RECONSTRUCTION, OR ALTERATION OF STREETS, CURBS, OR SIDEWALKS IN THE PUBLIC RIGHT OF WAY.

SIDEWALK RAMP ARE TO BE LOCATED AS SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

RAMP SHALL BE PROVIDED AT ALL CORNERS OF AN INTERSECTION WHERE THERE IS EXISTING OR PROPOSED SIDEWALK AND CURB. RAMP SHALL ALSO BE PROVIDED AT MARKED AND/OR SIGNALIZED MID-BLOCK CROSSINGS.

SURFACE TEXTURE OF THE RAMP SHALL BE THAT OBTAINED BY A COARSE BROOMING, TRANSVERSE TO THE RUNNING SLOPE.

SIDEWALK SHALL BE RAMPED WHERE THE DRIVEWAY CURB IS EXTENDED ACROSS THE WALK.

CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON THE RAMP. WHERE CONDITIONS PERMIT, IT IS DESIRABLE THAT THE SLOPE OF THE RAMP BE IN ONLY ONE DIRECTION, PARALLEL TO THE DIRECTION OF TRAVEL.

RAMP WIDTH SHALL BE INCREASED, IF NECESSARY, TO ACCOMMODATE SIDEWALK SNOW REMOVAL EQUIPMENT NORMALLY USED BY THE MUNICIPALITY.

WHEN 5' MINIMUM WIDTHS ARE NOT PRACTICABLE, RAMP WIDTH MAY BE REDUCED TO NOT LESS THAN 4' AND LANDINGS TO NOT LESS THAN 4' x 4'.

DETECTABLE WARNING SURFACE COVERAGE IS 24" MINIMUM IN THE DIRECTION OF RAMP/PATH TRAVEL AND THE FULL WIDTH OF THE RAMP/PATH OPENING EXCLUDING CURBED OR FLARED CURB TRANSITION AREAS. A BORDER OFFSET NOT GREATER THAN 2" MEASURED ALONG THE EDGES OF THE DETECTABLE WARNING IS ALLOWABLE. FOR RADIAL CURB THE OFFSET IS MEASURED FROM THE ENDS OF THE RADIUS.

FOR NEW ROADWAY CONSTRUCTION, THE RAMP CROSS SLOPE MAY NOT EXCEED 2.0%. FOR ALTERATIONS TO EXISTING ROADWAYS, THE CROSS SLOPE MAY BE TRANSITIONED TO MEET AN EXISTING ROADWAY GRADE. THE CROSS SLOPE TRANSITION SHALL BE APPLIED UNIFORMLY OVER THE FULL LENGTH OF THE RAMP.

THE MAXIMUM RUNNING SLOPE OF 8.3% IS RELATIVE TO A FLAT (0%) REFERENCE. HOWEVER, IT SHALL NOT REQUIRE ANY RAMP OR SERIES OF RAMP TO EXCEED 15 FEET IN LENGTH.

DRAINAGE STRUCTURES SHOULD NOT BE PLACED IN LINE WITH RAMP. THE LOCATION OF THE RAMP SHOULD TAKE PRECEDENCE OVER THE LOCATION OF THE DRAINAGE STRUCTURE. WHERE EXISTING DRAINAGE STRUCTURES ARE LOCATED IN THE RAMP PATH OF TRAVEL, USE A MANUFACTURER'S ADA COMPLIANT GRATE. OPENINGS SHALL NOT BE GREATER THAN 1/2". ELONGATED OPENINGS SHALL BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE DOMINANT DIRECTION OF TRAVEL.

THE TOP OF THE JOINT FILLER FOR ALL RAMP TYPES SHALL BE FLUSH WITH THE ADJACENT CONCRETE.

CROSSWALK AND STOP LINE MARKINGS, IF USED, SHALL BE SO LOCATED AS TO STOP TRAFFIC SHORT OF RAMP CROSSINGS. SPECIFIC DETAILS FOR MARKING APPLICATIONS ARE GIVEN IN THE "MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

FLARED SIDES WITH A SLOPE OF 10% MAXIMUM, MEASURED ALONG THE ROADSIDE CURB LINE, SHALL BE PROVIDED WHERE AN UNOBSTRUCTED CIRCULATION PATH LATERALLY CROSSES THE SIDEWALK RAMP. FLARED SIDES ARE NOT REQUIRED WHERE THE RAMP IS BORDERED BY LANDSCAPING, UNPAVED SURFACE OR PERMANENT FIXED OBJECTS. WHERE THEY ARE NOT REQUIRED, FLARED SIDES CAN BE CONSIDERED IN ORDER TO AVOID SHARP CURB RETURNS AT RAMP OPENINGS.

DETECTABLE WARNING PLATES MUST BE INSTALLED USING FABRICATED OR FIELD CUT UNITS CAST AND/OR ANCHORED IN THE PAVEMENT TO RESIST SHIFTING OR HEAVING.

|  |                        |               |                 |
|--|------------------------|---------------|-----------------|
| MICHIGAN DEPARTMENT OF TRANSPORTATION<br>BUREAU OF DEVELOPMENT STANDARD PLAN FOR |                        |               |                 |
| <b>SIDEWALK RAMP AND<br/>                 DETECTABLE WARNING DETAILS</b>         |                        |               |                 |
| F.H.W.A. APPROVAL  | 3-31-2017<br>PLAN DATE | <b>R-28-J</b> | SHEET<br>7 OF 7 |

**City of Albion**  
**2017 Local Street Improvements Project**

**PART 7**

**CONTRACT**

**CITY OF ALBION**  
**2017 Local Street Improvements Project**

THIS CONTRACT made the \_\_\_ day of \_\_\_\_\_ 2017, by and between \_\_\_\_\_, hereinafter called the "CONTRACTOR", and the City of Albion, hereinafter called the "OWNER".

WITNESSETH, THAT the CONTRACTOR and the OWNER for the consideration stated herein agree as follows:

**ARTICLE 1 – SCOPE OF WORK**

The CONTRACTOR shall perform everything to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the construction of all items, in connection with the **2017 Local Street Improvements Project** of the OWNER all in strict accordance with the Plans and Specifications, including any and all addenda, prepared by Wightman & Associates, Inc., acting and in these Contract Documents referred to as the ENGINEER and/or ENGINEERS, which plans and specifications are made a part of this Contract, and in strict compliance with the CONTRACTOR'S proposal and other Contract Documents herein mentioned which are a part of this Contract; and the CONTRACTOR shall do everything required by this Contract and other documents constituting a part hereof.

**ARTICLE II – COMPENSATION TO BE PAID TO THE CONTRACTOR**

In consideration of the completion of the work described herein and in fulfillment of all stipulations of this Contract to the satisfaction and acceptance of the ENGINEER and the OWNER, the OWNER shall pay and the said CONTRACTOR further agrees to receive and accept payment based on the prices bid per unit for material and labor as set forth in the conformed copy of the CONTRACTOR'S proposal (or bid) as filed with the City of Albion on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, as full compensation for furnishing all the equipment and materials and for the costs of all premiums on insurance and bonds and for doing all the work contemplated and specified in this Contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole whereof, in full compliance with the Plans and Specifications and the requirements of the ENGINEER under them.

Payments are to be made to the CONTRACTOR in accordance with and subject to the provisions embodied in the Contract Documents hereto attached.

**City of Albion**  
**2017 Local Street Improvements Project**

ARTICLE III – COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, or, if not attached, as if hereto attached.

1. Addenda Nos. \_\_\_\_\_
2. Advertisement for Bids
3. Project Specifications
4. Plans
5. General Conditions
6. Instruction to Bidders
7. Contractor's Proposal (or Bid)
8. Contract (this Document)
9. Performance & Payment Bonds

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in 3 original counterparts the day and year first above written.

(SEAL)

\_\_\_\_\_  
CONTRACTOR

Attest:

\_\_\_\_\_

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

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

(SEAL)

\_\_\_\_\_  
CITY OF ALBION  
OWNER

Attest:

\_\_\_\_\_  
Thomas R. Mead

By: \_\_\_\_\_  
Garret Brown

\_\_\_\_\_  
Treasurer / Finance Director  
TITLE

\_\_\_\_\_  
Mayor  
TITLE

**City of Albion**  
**2017 Local Street Improvements Project**

**INSTRUCTIONS FOR EXECUTING CONTRACT**

If the Contractor be a corporation, the following certificate must be executed:

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation  
Print or type name of corporate secretary

named as Contractor herein above; that \_\_\_\_\_ who signed the foregoing  
Print or type name

Contract on behalf of the Contractor was then \_\_\_\_\_ of said Corporation;  
Print or type title

that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

By: \_\_\_\_\_  
Signature of Corporate Secretary

If the Contract be signed by the secretary of the corporation, the above certificate should be executed by some other officer of the corporation, under the corporate seal. In lieu of the foregoing certificate there may be attached to the Contract copies of so much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

The full name and business address of the Contractor should be inserted and the Contract should be signed with his official signature. Please have the name of the signing party or parties typewritten or printed under all signatures of the Contract.

If the Contractor should be operating as a partnership, each partner should sign the Contract. If the Contract be not signed by each partner, there should be attached to the Contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Contract for and in behalf of the partnership.

If the Contractor be an individual, the trade name (if the Contractor be operating under a trade name) should be indicated in the Contract and the Contract should be signed by such individual. If signed by one other than the Contractor, there should be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such Contract for and in behalf of the Contractor.

**City of Albion**  
**2017 Local Street Improvements Project**

**PART 8**

**PROPOSAL**

To the Owner: *City of Albion*  
*112 West Cass Street*  
*Albion, Michigan 49224*

Contractor: \_\_\_\_\_

Contact: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Gentlemen:

The Undersigned, having familiarized himself with the local conditions affecting the cost of the work, and with the Contract Documents, including the Advertisement for Bids, Instructions to Bidders, General Conditions, Plans, General Specifications, Project Specifications, Contract, Proposal, Performance Bond, and Addenda and exhibits issued and attached to the specifications on file in the office of the ENGINEER, hereby propose to perform everything required to be performed and to provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all work required for the construction and completion of this project for the ENGINEER, all in accordance with the above, including Addenda Nos. \_\_\_\_\_, issued thereto, for the prices, to wit:

(the proposal section follows)

| ITEM NO.  | EST. QTY. | UNIT | DESCRIPTION                              | UNIT PRICE      | TOTAL PRICE |
|---|-----------|------|--|-----------------|-------------|
| <b>BASE BID - FORD RD. TERPENNING ST. AND E. CASS ST.</b> |           |      |  |                 |             |
| 1   | 1         | LS   | Mobilization, Max. \$20,000              |                 |             |
| 2   | 8         | Ea   | Dr Structure, Rem                        |                 |             |
| 3   | 2,370     | Ft   | Curb and Gutter, Rem                     |                 |             |
| 4   | 450       | Syd  | Sidewalk, Rem                            |                 |             |
| 5   | 490       | Syd  | Pavt, Rem, Modified                      |                 |             |
| 6   | 50        | Cyd  | Embankment, CIP                          |                 |             |
| 7   | 60        | Syd  | Aggregate Base, 8 inch, Modified         |                 |             |
| 8   | 50        | Ft   | Sewer, CI E, 12 inch, Tr Det B           |                 |             |
| 9   | 46        | Ea   | Dr Structure Cover, Adj, Case 1          |                 |             |
| 10  | 11        | Ea   | Dr Structure Cover, Cover B              |                 |             |
| 11  | 3         | Ea   | Dr Structure Cover, Cover D              |                 |             |
| 12  | 19        | Ea   | Dr Structure Cover, Cover K              |                 |             |
| 13  | 13        | Ea   | Dr Structure Cover, Cover Q              |                 |             |
| 14  | 1         | Ea   | Dr Structure, 24 inch Dia, Catch Basin   |                 |             |
| 15  | 2         | Ea   | Dr Structure, 48 inch Dia                |                 |             |
| 16  | 10,135    | Syd  | Cold Milling HMA Surface                 |                 |             |
| 17  | 10,135    | Syd  | HMA, LVSP, 1 1/2 inch, (Leveling)        |                 |             |
| 18  | 10,135    | Syd  | HMA, LVSP, 1 1/2 inch, (Top)             |                 |             |
| 19  | 2,370     | Ft   | Curb and Gutter, Conc, Det C4            |                 |             |
| 20  | 148       | Ft   | Detectable Warning Surface, Modified     |                 |             |
| 21  | 1,620     | Sft  | Sidewalk Ramp, Conc, 6 inch              |                 |             |
| 22  | 2,430     | Sft  | Sidewalk, Conc, 4 inch                   |                 |             |
| 23  | 880       | Ft   | Pavt Mrkg, Waterborne, Crosswalk, 6 inch |                 |             |
| 24  | 240       | Ft   | Pavt Mrkg, Waterborne, Stop Bar, 18 inch |                 |             |
| 25  | 2         | Ea   | Pavt Mrkg, Waterborne, Railroad Sym      |                 |             |
| 26  | 1         | LS   | Traffic Maintenance & Control            |                 |             |
| 27  | 1         | LS   | Restoration                              |                 |             |
| 28  | 12        | Ea   | Water Shutoff, Adj                       |                 |             |
| 29  | 10        | Ea   | Water Valve Box                          |                 |             |
|   |           |      |  |                 |             |
|   |           |      |  |                 |             |
| <b>SUBTOTAL BASE BID: \$</b>                              |           |      |  | _____           |             |
| <b>ALTERNATE A - ATHLETIC FIELDS PARKING LOTS</b>         |           |      |  |                 |             |
| 30  | 1         | LS   | Mobilization, Max. \$15,000              |                 |             |
| 31  | 1         | LS   | Site Grading                             |                 |             |
| 32  | 20        | Ea   | Dr Structure Cover, Adj, Case 1          |                 |             |
| 33  | 12,250    | Syd  | HMA, LVSP, 1 1/2 inch (Leveling)         |                 |             |
| 34  | 12,250    | Syd  | HMA, LVSP, 1 1/2 inch (Top)              |                 |             |
| 35  | 1         | LS   | Pavt Mrkg, Waterborne, Parking Lots      |                 |             |
| 36  | 1         | LS   | Restoration                              |                 |             |
|   |           |      |  |                 |             |
|   |           |      |  |                 |             |
| <b>SUBTOTAL ALT A: \$</b>                                 |           |      |  | _____           |             |
| <b>TOTAL BID = BASE + ALT A</b>                           |           |      |  | <b>\$</b> _____ |             |
| <b>CONTRACTOR'S INITIALS</b>                              |           |      |  | _____           |             |

**City of Albion**  
**2017 Local Street Improvements Project**

Accompanying this Proposal is a (Bid Bond, Certified Check, Bank Draft) in the amount of Five Percent (5%) of the total bid payable to the City of Albion required by the Advertisement for Bids.

In submitting this bid, it is understood that the right is reserved for the OWNER to reject any and all bids. It is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

If awarded a Contract, the Undersigned agrees to begin work within 10 days of the effective date of Contract or a date agreed upon with the OWNER and further agrees to proceed with all possible dispatch, and fully complete the work in accordance with the Progress Schedule.

\_\_\_\_\_

Date

\_\_\_\_\_

Firm Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name & Title

(NOTE: Bidders should not add any conditions or qualifying statements to the bid as otherwise bid may be declared irregular as being not responsive to the Advertisement for Bids).



**PART 9**

**PERFORMANCE BOND**

**INSTRUCTION FOR EXECUTION OF PERFORMANCE BOND**

The penal amount of the Performance Bond for a unit price Contract shall be the summation of the correct and checked extension of the unit prices with the estimated number of units.

The form of bond attached hereto shall be used for each Contract. This form contemplates one corporate surety only. In case co-sureties will be furnished, proper forms therefore shall be obtained.

If the principal is an individual, his full legal name and residence shall be inserted in the body thereof, and he shall sign the Bond with his usual signature in the line opposite the scroll seal.

If the principals are partners, their individual names shall appear in the Bond of the Bond, with the recital that they are partners composing a firm, naming it.

If the principal is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal, the face shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name. This also applies to execution by the surety.

The date of the Bond must not be prior to the date of the Contract for which it is given.

A power of attorney authorizing the execution of the Bond by an attorney-in-fact, or agent, shall be attached to the executed counterpart of the bond. If the Bond is executed by an out-of-state agent, the executed counterpart of the Bond shall be countersigned by a licensed resident agent.

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, as principal, and the \_\_\_\_\_, a corporation and authorized to transact business in the State of \_\_\_\_\_ as surety, are held and firmly bound unto the \_\_\_\_\_ as obliges, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2014

WHEREAS, the above bounden Principal entered into a certain written Contract with the above named obligee, dated that \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2014 for the construction of

---

*(Description of Work)*

which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden principal shall well and truly keep, do and perform, each and every, all and singular the matter and things in said Contract set fourth and specified to be by the said Principal kept, done and performed at the time and in the manner in said Contract specified, and shall pay over, make good and reimburse to the above named obliges, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void; otherwise, to be and remain in full force and effect.

Witness:

By: \_\_\_\_\_  
Attorney-in-fact

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

**City of Albion**  
**2017 Local Street Improvements Project**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ of the  
\_\_\_\_\_ and State of \_\_\_\_\_, as principal,  
and the \_\_\_\_\_ as surety, are held and firmly  
bound unto the \_\_\_\_\_ as obliges, in the sum  
of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
lawful money of the United States of America for the payment of which, well and truly to be made,  
we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

SEALED WITH OUR SEALS, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2014  
WHEREAS, the above bounden Principal entered into a certain written Contract with the above  
named obligee, dated that \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2014 for the  
construction of

---

(Description of Work)

which Contract shall be deemed a part hereof as if set out herein.

AND WHEREAS, this Bond is given in compliance with and subject to the provisions of Act No. 213  
of the Public Acts of Michigan, for the 1963.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the said  
\_\_\_\_\_ CONTRACTOR, shall make payment as the same may become due and  
payable of all indebtedness which may arise from said CONTRACTOR to a subcontractor or party  
performing labor or furnishing materials or supplies or any subcontractor to any person, firm or  
corporation on account of labor performed or materials or supplies furnished in the erection,  
repairing or ornamentation of such building improvement or works, then this obligation shall be void,  
otherwise the same shall be in full force and effect.

ATTEST:

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Principal Seal

By: \_\_\_\_\_  
Attorney-in-fact

---

## Wightman & Associates, Inc.

*264 Western Avenue  
Allegan, MI 49010  
(269) 673-8465*

*2303 Pipestone Road  
Benton Harbor, MI 49022  
(269) 927-0100*

*9835 Portage Road  
Portage, MI 49002  
(269) 327-3532*

**City of Albion**  
**2017 Local Street Improvements Project**

**PART 1**

**ADVERTISEMENT FOR BID**

1 of 1

The City of Albion will receive sealed bids for the 2017 Local Street Improvements Project until 10:00 a.m. local time on the 25<sup>th</sup> day of May, 2017 at the Albion City Hall, 112 West Cass Street, Albion, Michigan, 49224, at which time and place all bids will be opened and read aloud.

The proposed street improvements are located on Ford Road from Wiener Drive to Terpenning Street, Terpenning Street from E. Broadwell Street to E. Watson Street and E. Cass Street from Superior Street to Huron Street. The work for which bids are being requested consists of cold milling HMA surface, curb and gutter replacement, ADA ramp installation, minor drainage improvements, drainage structure covers, HMA surfacing, pavement markings, and restoration. Bid Alternate A – Athletic Fields Parking Lots is located adjacent to the athletic fields complex of Albion College on Farley Drive off from S. Hannah Street. The work for which Bid Alternate A is being requested includes site grading, HMA surfacing, drainage structure adjustments, pavements markings and restoration.

The Contract Documents are on file for examination at the Albion City Hall, 112 West Cass Street, Albion, Michigan 49224; at the office of the Engineer, Wightman & Associates, Inc., 264 Western Avenue, Allegan, MI 49010; at the office of the Kalamazoo Builders Exchange, 3431 East Kilgore Road, Kalamazoo, MI 49001; at the office of Builders Exchange of Lansing, 1240 E. Saginaw Street, Lansing, MI 48906; and at the office of McGraw-Hill Construction Dodge, 2521 E. Michigan Avenue, Lansing, MI 48912.

The Contract Documents including plans and specifications may be obtained at the office of the ENGINEER, Wightman & Associates, Inc., 264 Western Avenue, Allegan, MI 49010, Ph. (269) 673-8465 at a non-refundable cost of Ten Dollars (\$10.00) for each set of documents so obtained. An additional Ten Dollars (\$10.00) will be charged for plans requiring shipping. Additional sets may be obtained at a non-refundable cost of Ten Dollars (\$10.00). Neither the OWNER nor the ENGINEER will be responsible for partial sets of documents obtained from any other source. The Contract Documents including plans and specifications are also available for download free of charge on Wightman & Associates, Inc. Webpage at <http://www.wightman-assoc.com/bids>. Advertisement for Bid, Plan Holder's List, all Addenda, and the Bid Tabulation will be made available on Wightman & Associates, Inc. Web Page at <http://www.wightman-assoc.com/bids>.

The OWNER reserves the right to reject any or all bids and to waive any irregularities in bidding.

A certified check or bank draft drawn on a solvent bank in the State of Michigan payable without condition to the OWNER or a satisfactory bid bond executed by the bidder and a surety company in an amount not less than five percent (5%) of the bid shall be submitted with each bid.

No bids may be withdrawn after the opening of the bids for a period of thirty (30) days to allow the review of proposals and to allow completion of necessary financial arrangements.

The successful bidder will be required to furnish a satisfactory Performance Bond and Payment Bond in the amount of 100 percent (100%) of the Contract price. Bond forms are included in the Contract Documents.

CITY OF ALBION

\_\_\_\_\_  
Sheryl L. Mitchell, City Manager

\_\_\_\_\_  
Date

**CITY OF ALBION**  
**2017 LOCAL STREET IMPROVEMENTS**  
**FORD ROAD - WIENER DRIVE TO TERPENNING STREET**  
**FINAL ENGINEER'S ESTIMATE**  
**May 5, 2017**

The following estimate is for resurfacing Ford Road from Wiener Drive to Terpenning Street. The existing surface would be milled and resurfaced with 3" of HMA pavement. Existing drainage structure covers would be replaced and minimal curb and gutter would be replaced. ADA ramps would be installed in accordance with federal regulations. Crosswalks and stop bars would be provided with waterborne paint.

|       |     |  |   |            |                 |
|-------|-----|--|---|------------|-----------------|
| 1     | LS  | Mobilization, Max. \$5,000               | @ | \$5,000.00 | \$5,000.00      |
| 1     | LS  | Traffic Maintenance & Control            | @ | 2,500.00   | 2,500.00        |
| 1     | Ea  | Dr Structure, Rem                        | @ | 450.00     | 450.00          |
| 700   | Ft  | Curb and Gutter, Rem                     | @ | 10.00      | 7,000.00        |
| 110   | Syd | Sidewalk, Rem                            | @ | 10.00      | 1,100.00        |
| 2     | Ea  | Dr Structure Cover, Cover B              | @ | 600.00     | 1,200.00        |
| 6     | Ea  | Dr Structure Cover, Cover K              | @ | 750.00     | 4,500.00        |
| 3     | Ea  | Dr Structure Cover, Cover Q              | @ | 600.00     | 1,800.00        |
| 11    | Ea  | Dr Structure Cover, Adj, Case 1          | @ | 450.00     | 4,950.00        |
| 1     | Ea  | Water Valve Box                          | @ | 300.00     | 300.00          |
| 1     | Ea  | Water Shutoff, Adj                       | @ | 250.00     | 250.00          |
| 2,500 | Syd | Cold Milling HMA Surface                 | @ | 2.50       | 6,250.00        |
| 700   | Ft  | Curb and Gutter, Conc, Det C4            | @ | 20.00      | 14,000.00       |
| 750   | Sft | Sidewalk, Conc, 4 inch                   | @ | 4.50       | 3,375.00        |
| 240   | Sft | Sidewalk Ramp, Conc, 6 inch              | @ | 7.50       | 1,800.00        |
| 20    | Ft  | Detectable Warning Surface, Modified     | @ | 50.00      | 1,000.00        |
| 2,500 | Syd | HMA, LVSP, 1 1/2 inch (Leveling)         | @ | 6.00       | 15,000.00       |
| 2,500 | Syd | HMA, LVSP, 1 1/2 inch (Top)              | @ | 6.00       | 15,000.00       |
| 30    | Ft  | Pavt Mrkg, Waterborne, Stop Bar, 18 inch | @ | 6.00       | 180.00          |
| 250   | Ft  | Pavt Mrkg, Waterborne, Crosswalk, 6 inch | @ | 3.00       | 750.00          |
| 1     | LS  | Restoration                              | @ | 2,500.00   | <u>2,500.00</u> |

|   |                         |
|---|-------------------------|
| <i>SUBTOTAL ESTIMATED CONSTRUCTION COST</i> | <i>\$88,905.00</i>      |
| <i>Contingencies / Engineering (15% ±)</i>  | <i><u>13,095.00</u></i> |

**TOTAL ESTIMATED PROJECT COST **\$102,000.00****

|                                 |             |
|---------------------------------|-------------|
| Subtotal Roadway-related Items  | \$90,000.00 |
| Subtotal Sidewalk-related Items | 12,000.00   |

**CITY OF ALBION**  
**2017 LOCAL STREET IMPROVEMENTS**  
**TERPENNING STREET - E. BROADWELL STREET TO E. WATSON STREET**  
**FINAL ENGINEER'S ESTIMATE**  
**May 5, 2017**

The following estimate is for resurfacing Terpenning Street from E. Broadwell Street to E. Watson Street. The existing surface would be milled and resurfaced with 3" of HMA pavement. Existing drainage structure covers would be replaced and minimal curb and gutter would be replaced. ADA ramps would be installed in accordance with federal regulations. Crosswalks and stop bars would be provided with waterborne paint.

|       |     |  |   |            |                 |
|-------|-----|--|---|------------|-----------------|
| 1     | LS  | Mobilization, Max. \$5,000               | @ | \$5,000.00 | \$5,000.00      |
| 1     | LS  | Traffic Maintenance & Control            | @ | 2,500.00   | 2,500.00        |
| 1     | Ea  | Dr Structure, Rem                        | @ | 450.00     | 450.00          |
| 740   | Ft  | Curb and Gutter, Rem                     | @ | 10.00      | 7,400.00        |
| 150   | Syd | Sidewalk, Rem                            | @ | 10.00      | 1,500.00        |
| 3     | Ea  | Dr Structure Cover, Cover B              | @ | 600.00     | 1,800.00        |
| 4     | Ea  | Dr Structure Cover, Cover K              | @ | 750.00     | 3,000.00        |
| 2     | Ea  | Dr Structure Cover, Cover Q              | @ | 600.00     | 1,200.00        |
| 9     | Ea  | Dr Structure Cover, Adj, Case 1          | @ | 450.00     | 4,050.00        |
| 1     | Ea  | Water Valve Box                          | @ | 300.00     | 300.00          |
| 3     | Ea  | Water Shutoff, Adj                       | @ | 250.00     | 750.00          |
| 1,900 | Syd | Cold Milling HMA Surface                 | @ | 2.50       | 4,750.00        |
| 740   | Ft  | Curb and Gutter, Conc, Det C4            | @ | 20.00      | 14,800.00       |
| 870   | Sft | Sidewalk, Conc, 4 inch                   | @ | 4.50       | 3,915.00        |
| 480   | Sft | Sidewalk Ramp, Conc, 6 inch              | @ | 7.50       | 3,600.00        |
| 40    | Ft  | Detectable Warning Surface, Modified     | @ | 50.00      | 2,000.00        |
| 1,900 | Syd | HMA, LVSP, 1 1/2 inch (Leveling)         | @ | 6.00       | 11,400.00       |
| 1,900 | Syd | HMA, LVSP, 1 1/2 inch (Top)              | @ | 6.00       | 11,400.00       |
| 30    | Ft  | Pavt Mrkg, Waterborne, Stop Bar, 18 inch | @ | 6.00       | 180.00          |
| 220   | Ft  | Pavt Mrkg, Waterborne, Crosswalk, 6 inch | @ | 3.00       | 660.00          |
| 1     | LS  | Restoration                              | @ | 2,500.00   | <u>2,500.00</u> |

|   |                         |
|---|-------------------------|
| <i>SUBTOTAL ESTIMATED CONSTRUCTION COST</i> | <i>\$83,155.00</i>      |
| <i>Contingencies / Engineering (15% ±)</i>  | <i><u>12,845.00</u></i> |

**TOTAL ESTIMATED PROJECT COST **\$96,000.00****

|                                 |             |
|---------------------------------|-------------|
| Subtotal Roadway-related Items  | \$77,000.00 |
| Subtotal Sidewalk-related Items | 19,000.00   |

**CITY OF ALBION**  
**2017 LOCAL STREET IMPROVEMENTS PROJECT**  
**FINAL ENGINEER'S ESTIMATE**  
**5/5/2017**

Alternate A - Albion College Parking Lot Surfacing

|        |     |                                     |   |             |               |
|--------|-----|-------------------------------------|---|-------------|---------------|
| 1      | LS  | Mobilization, Max. \$10,000         | @ | \$10,000.00 | \$10,000.00   |
| 1      | LS  | Site Grading                        | @ | \$7,500.00  | \$7,500.00    |
| 20     | Ea  | Dr Structure Cover, Adj, Case 1     | @ | 450.00      | 9,000.00      |
| 12,250 | Syd | HMA, LVSP, 1 1/2 inch (Leveling)    | @ | 6.00        | 73,500.00     |
| 12,250 | Syd | HMA, LVSP, 1 1/2 inch (Top)         | @ | 6.00        | 73,500.00     |
| 1      | LS  | Pavt Mrkg, Waterborne, Parking Lots | @ | 3,500.00    | 3,500.00      |
| 1      | LS  | Restoration                         | @ | 500.00      | <u>500.00</u> |

*SUBTOTAL ESTIMATED CONSTRUCTION COST*

*\$177,500.00*

*Contingencies / Engineering (15% ±)*

*26,500.00*

**TOTAL ESTIMATED PROJECT COST**

**\$204,000.00**

**CITY OF ALBION**  
**2017 LOCAL STREET IMPROVEMENTS PROJECT**  
**FINAL ENGINEER'S ESTIMATE**  
**5/5/2017**

E. Cass Street - College

Monroe St. (RR tracks) to Huron St.

|       |     |  |   |            |                 |
|-------|-----|--|---|------------|-----------------|
| 1     | LS  | Mobilization, Max. \$5,000               | @ | \$5,000.00 | \$5,000.00      |
| 4     | Ea  | Dr Structure, Rem                        | @ | 450.00     | 1,800.00        |
| 750   | Ft  | Curb and Gutter, Rem                     | @ | 10.00      | 7,500.00        |
| 140   | Syd | Sidewalk, Rem                            | @ | 10.00      | 1,400.00        |
| 90    | Syd | Pavt, Rem, Modified                      | @ | 15.00      | 1,350.00        |
| 50    | Cyd | Embankment, CIP                          | @ | 10.00      | 500.00          |
| 17    | Ea  | Dr Structure Cover, Adj, Case 1          | @ | 450.00     | 7,650.00        |
| 6     | Ea  | Dr Structure Cover, Cover B              | @ | 600.00     | 3,600.00        |
| 7     | Ea  | Dr Structure Cover, Cover K              | @ | 750.00     | 5,250.00        |
| 4     | Ea  | Dr Structure Cover, Cover Q              | @ | 600.00     | 2,400.00        |
| 3,300 | Syd | Cold Milling HMA Surface                 | @ | 2.50       | 8,250.00        |
| 3,300 | Syd | HMA, LVSP, 1 1/2 inch (Leveling)         | @ | 6.00       | 19,800.00       |
| 3,300 | Syd | HMA, LVSP, 1 1/2 inch (Top)              | @ | 6.00       | 19,800.00       |
| 750   | Ft  | Curb and Gutter, Conc, Det C4            | @ | 20.00      | 15,000.00       |
| 480   | Sft | Sidewalk, Conc, 4 inch                   | @ | 4.50       | 2,160.00        |
| 780   | Sft | Sidewalk, Ramp, Conc, 6 inch             | @ | 7.50       | 5,850.00        |
| 78    | Ft  | Detectable Warning Surface, Modified     | @ | 50.00      | 3,900.00        |
| 110   | Ft  | Pavt Mrkg, Waterborne, Stop Bar, 18 inch | @ | 6.00       | 660.00          |
| 410   | Ft  | Pavt Mrkg, Waterborne, Crosswalk, 6 inch | @ | 3.00       | 1,230.00        |
| 1     | Ea  | Pavt Mrkg, Waterborne, Railroad Sym      | @ | 500.00     | 500.00          |
| 1     | Ea  | Traffic Maintenance & Control            | @ | 3,000.00   | 3,000.00        |
| 1     | LS  | Restoration                              | @ | 1,500.00   | 1,500.00        |
| 6     | Ea  | Water Shutoff, Adj                       | @ | 250.00     | 1,500.00        |
| 6     | Ea  | Water Valve Box                          | @ | 300.00     | <u>1,800.00</u> |

*SUBTOTAL ESTIMATED CONSTRUCTION COST*  
*Contingencies / Engineering (15% ±)*

*\$121,400.00*  
*18,600.00*

**TOTAL ESTIMATED PROJECT COST**

**\$140,000.00**

**CITY OF ALBION**  
**2017 LOCAL STREET IMPROVEMENTS PROJECT**  
**FINAL ENGINEER'S ESTIMATE**  
**5/5/2017**

E. Cass Street - City

Superior St. to Monroe St. (RR tracks)

|       |     |  |   |            |               |
|-------|-----|--|---|------------|---------------|
| 1     | LS  | Mobilization, Max. \$5,000               | @ | \$5,000.00 | \$5,000.00    |
| 2     | Ea  | Dr Structure, Rem                        | @ | \$450.00   | 900.00        |
| 180   | Ft  | Curb and Gutter, Rem                     | @ | 10.00      | 1,800.00      |
| 50    | Syd | Sidewalk, Rem                            | @ | 10.00      | 500.00        |
| 400   | Syd | Pavt, Rem, Modified                      | @ | 15.00      | 6,000.00      |
| 60    | Syd | Aggregate Base, 8 inch, Modified         | @ | 7.50       | 450.00        |
| 50    | Ft  | Sewer, CI E, 12 inch, Tr Det B           | @ | 40.00      | 2,000.00      |
| 9     | Ea  | Dr Structure Cover, Adj, Case 1          | @ | 450.00     | 4,050.00      |
| 3     | Ea  | Dr Structure Cover, Cover D              | @ | 600.00     | 1,800.00      |
| 2     | Ea  | Dr Structure Cover, Cover K              | @ | 750.00     | 1,500.00      |
| 4     | Ea  | Dr Structure Cover, Cover Q              | @ | 600.00     | 2,400.00      |
| 1     | Ea  | Dr Structure, 24 inch Dia, Catch Basin   | @ | 1,500.00   | 1,500.00      |
| 2     | Ea  | Dr Structure, 48 inch Dia                | @ | 2,500.00   | 5,000.00      |
| 2,435 | Syd | Cold Milling HMA Surface                 | @ | 2.50       | 6,087.50      |
| 2,435 | Syd | HMA, LVSP, 1 1/2 inch (Leveling)         | @ | 6.00       | 14,610.00     |
| 2,435 | Syd | HMA, LVSP, 1 1/2 inch (Top)              | @ | 6.00       | 14,610.00     |
| 180   | Ft  | Curb and Gutter, Conc, Det C4            | @ | 20.00      | 3,600.00      |
| 330   | Sft | Sidewalk, Conc, 4 inch                   | @ | 4.50       | 1,485.00      |
| 120   | Sft | Sidewalk Ramp, Conc, 6 inch              | @ | 7.50       | 900.00        |
| 10    | Ft  | Detectable Warning Surface, Modified     | @ | 50.00      | 500.00        |
| 70    | Ft  | Pavt Mrkg, Waterborne, Stop Bar, 18 inch | @ | 6.00       | 420.00        |
| 0     | Ft  | Pavt Mrkg, Waterborne, Crosswalk, 6 inch | @ | 3.00       | 0.00          |
| 1     | Ea  | Pavt Mrkg, Waterborne, Railroad Sym      | @ | 500.00     | 500.00        |
| 1     | Ea  | Traffic Maintenance & Control            | @ | 3,000.00   | 3,000.00      |
| 1     | LS  | Restoration                              | @ | 1,500.00   | 1,500.00      |
| 2     | Ea  | Water Shutoff, Adj                       | @ | 250.00     | 500.00        |
| 2     | Ea  | Water Valve Box                          | @ | 300.00     | <u>600.00</u> |

*SUBTOTAL ESTIMATED CONSTRUCTION COST*

*\$81,212.50*

*Contingencies / Engineering (15% ±)*

*11,787.50*

**TOTAL ESTIMATED PROJECT COST**

**\$93,000.00**

WIENER DR

MILLER DR.

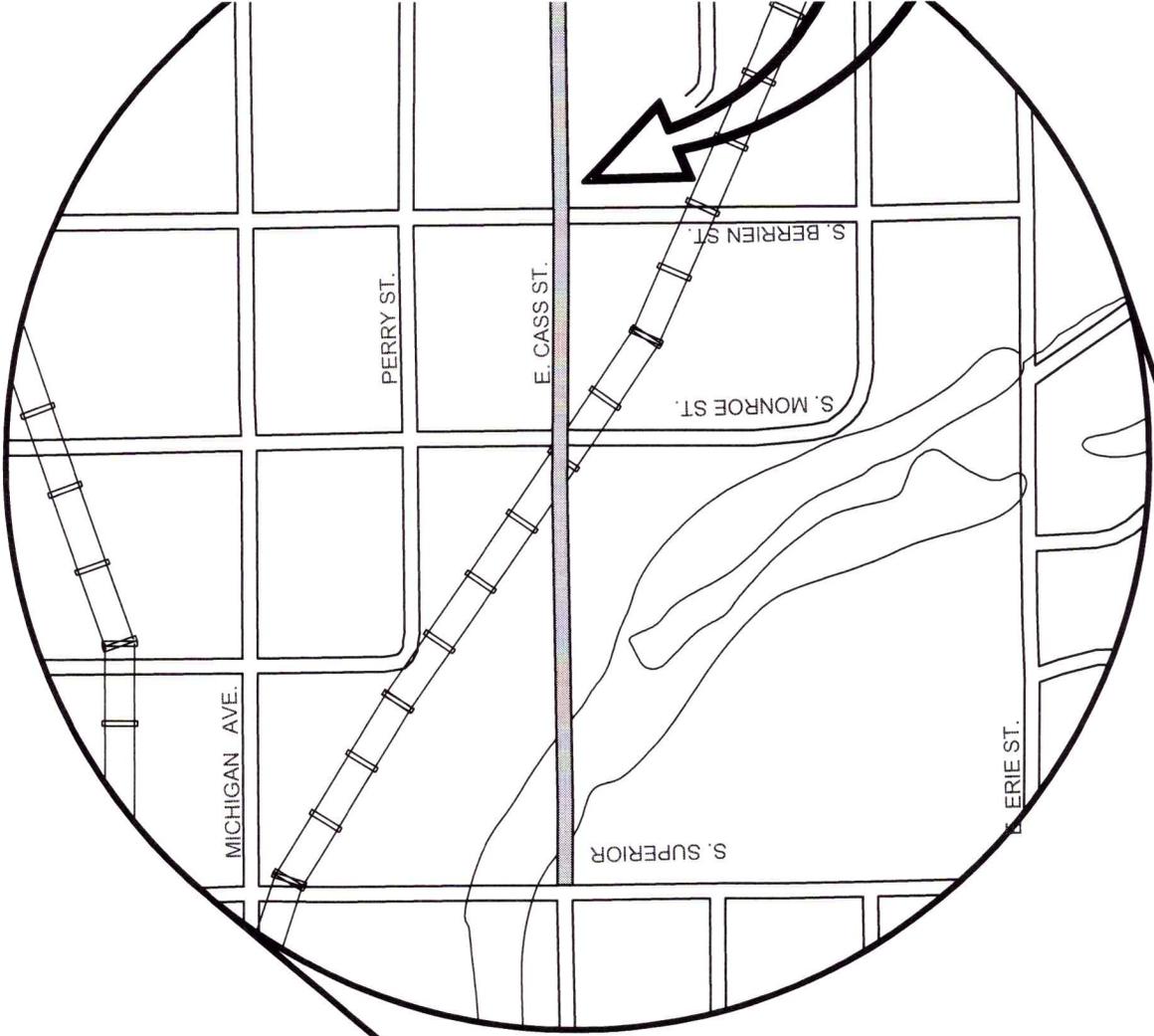
BOOTH DR.

INTERSTATE 94

BUSINESS 94

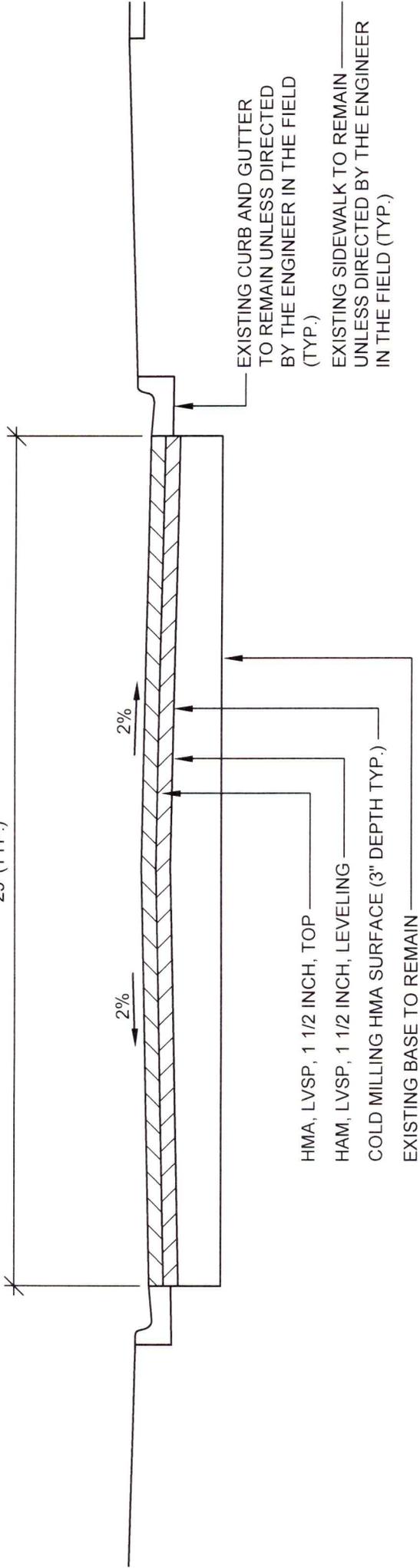
BUSINESS 94

M 99



66' R.O.W.

29' (TYP.)



**TYPICAL SECTION**  
**E. CASS STREET - MONROE ST. TO HURON ST.**  
**NO SCALE**

66' R.O.W.

10' (TYP.)

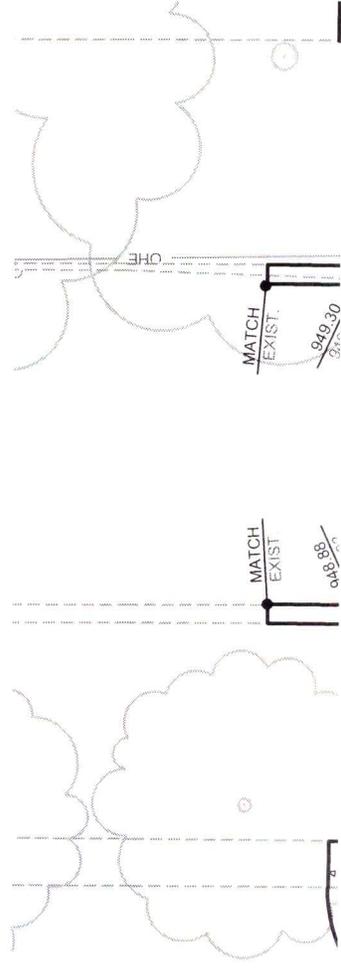
30' (TYP.)

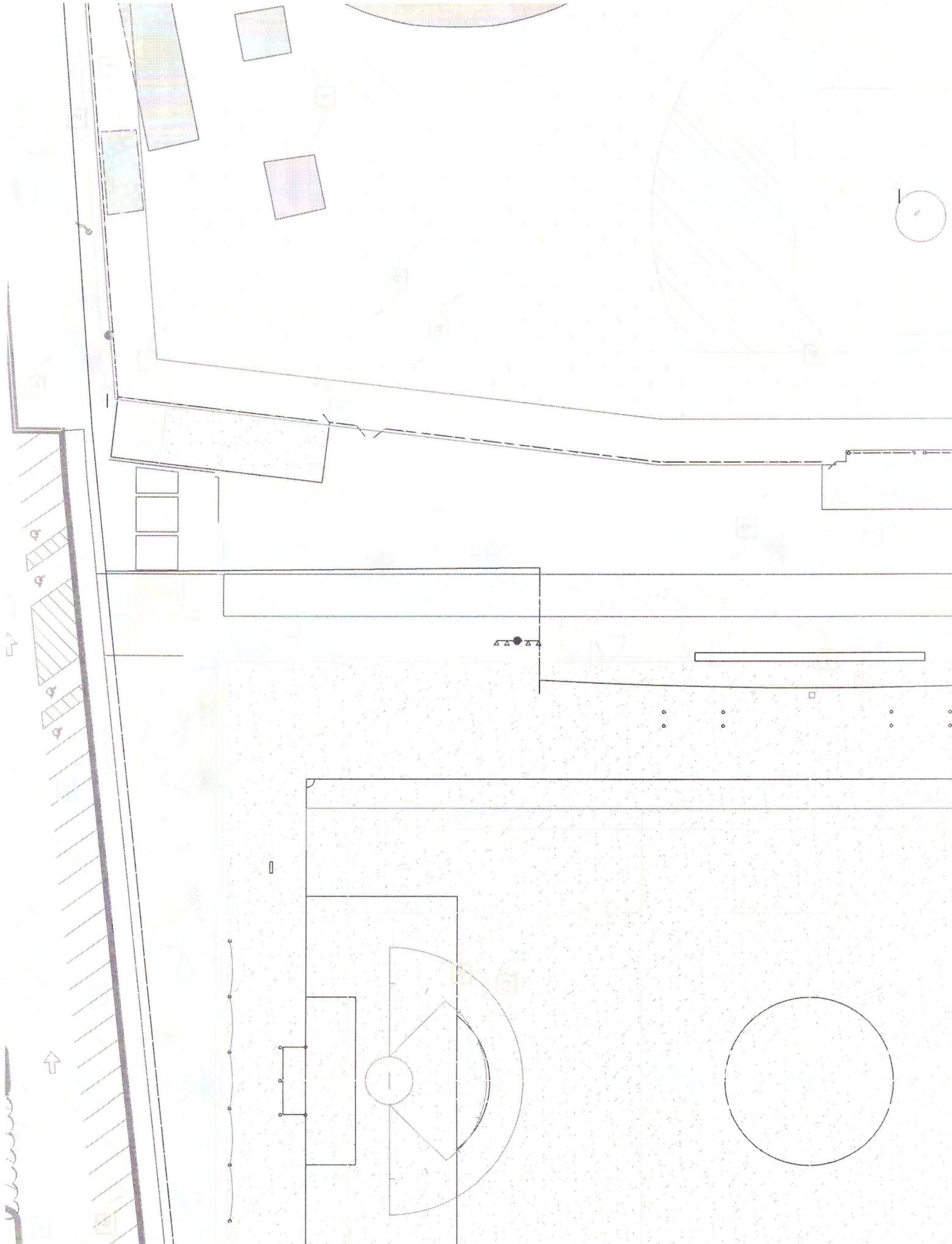
35 FT - SEWER, CL E, 12 INCH, TR DET B

DR STRUCTURE, 24 INCH DIA, CATCH BASIN  
DR STRUCTURE COVER, TYPE D  
RIM = 939.40  
INV. = 936.60 12" NE

MARKING

E. CASS





**CITY OF ALBION  
ORDINANCE #2017-04**

**AN ORDINANCE TO AMEND ORDINANCE 66-140  
SOLID WASTE – UNACCEPTABLE ITEMS FOR COLLECTION**

**Purpose and Finding:** The City has recently elected to utilize a single refuse hauler for city wide residential solid waste. As part of that service, the City has also elected to provide residents with yard waste collection. In previous years, yard waste was not picked up as part of the City’s solid waste collection. As such, the ordinance below has been modified to allow for the hauler to collect yard waste.

THE CITY OF ALBION ORDAINS:

**Sec. 66-140. - Unacceptable items for collection.**

- a. Except as provided in subsections (1) and (2), unacceptable items for collection at the city curb include, but are not limited to: yard clippings, logs, stumps, trees, except Christmas trees, bulky waste, construction waste, commercial waste, industrial waste, stable matter, hazardous waste, human body waste, liquid waste, pathogenic and radioactive waste or other waste regulated by statute.
  - 1. If the City elects to provide city wide seasonal collection of yard clippings through a single refuse hauler, yard clippings, as defined in this Article, shall be acceptable for collection at the city curb during the seasonal collection period agreed to by the City and the refuse hauler.
  - 2. Bulky waste, as defined in this Article, shall be acceptable for collection only if the property owner or occupant has made prearrangements with the refuse hauler for the collection of the bulky waste on a specified date. The bulky waste may not be placed at the city curb for collection more than forty-eight (48) hours prior to the prearranged collection date. Bulky waste must also meet the refuse hauler’s guidelines, if any, for acceptable items for collection.

This Ordinance shall take effect after publication on July 19, 2017.

First Reading:  
June 5, 2017

Second Reading & Adoption:  
June 19, 2017

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_

\_\_\_\_\_  
Jill Domingo  
City Clerk

\_\_\_\_\_  
Garrett Brown,  
Mayor

**CITY OF ALBION  
ORDINANCE #2017-05**

AN ORDINANCE TO AMEND ORDINANCES 94-1, 94-2, 94-3, AND 94-4 AND TO RESCIND ORDINANCES, 94-5, 94-6, 94-7, 94-36, 94-37, 94-38, 94-66, 94-67, 94-68, 94-69, 94-70, 94-71, 94-96, 94-97, 94-98, 94-99, 94-100, 94-131, 94-132, 94-133, AND 94-134.

**Purpose and Finding:** The Michigan Legislature recently enacted Public Act 345 of 2016, the Limousine, Taxicab, and Transportation Network Act. The Act took effect March 21, 2017. With the development of companies such as UBER and LYFT, the State has determined that regulation of vehicles for hire should remain at the state level and has effectively removed regulation of the same from municipalities. As such, it is necessary to rescind the bulk of the City of Albion's vehicle for hire ordinances. The remaining regulations permitted for local municipalities have been integrated by amending Sections 94-1 through 94-4.

THE CITY OF ALBION ORDAINS:

**Sec. 94-1 - Definitions.**

1. "Limousine" means a self-propelled motor vehicle used in the carrying of passengers and the baggage of the passengers for hire with a seating capacity of 8 passengers or fewer, including the driver. Limousine does not include a commercial vehicle. Limousine also does not include a vehicle operated by any of the following:
  - a. A county, city, township, or village as provided by law, or other authority incorporated under 1963 PA 55, MCL 124.351 to 124.359.
  - b. An authority incorporated under the metropolitan transportation authorities act of 1967, 1967 PA 204, MCL 124.401 to 124.426, or that operates a transportation service pursuant to an interlocal agreement under the urban cooperation act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.
  - c. Operating under a contract entered into under 1967 (Ex Sess) PA 8, MCL 124.531 to 124.536, or 1951 PA 35, MCL 124.1 to 124.13.
  - d. An authority incorporated under the public transportation authority act, 1986 PA 196, MCL 124.451 to 124.479, or a nonprofit corporation organized under the nonprofit corporation act, 1982, PA 162, MCL 450.2101 to 450.3192, that provides transportation services.
  - e. An authority financing public improvements to transportation systems under the revenue bond act of 1933, 1933 PA 94, MCL 141.101 to 141.140.

- f. A person that is only operating limousines to provide the transportation of passengers for funerals.
  - g. An employer that is only using the vehicle, or on whose behalf the vehicle is being used, to transport its employees to and from their place of employment.
- 2. "Limousine carrier" means a person who, either directly or through any device, dispatch system, or arrangement, holds himself or herself out to the public willing to transport passengers for hire by limousine.
- 3. "Limousine driver" means an individual who uses a limousine to provide transportation services to potential passengers.
- 4. "Person" means an individual, sole proprietorship, partnership, corporation, association, or other legal entity.
- 5. "Personal vehicle" means a motor vehicle with a seating capacity of 8 passengers or fewer, including the driver, that is used by a transportation network company driver that satisfies both of the following:
  - a. The vehicle is owned, leased, or otherwise authorized for use by the transportation network company driver.
  - b. The vehicle is not a taxicab, limousine, or commercial vehicle.
- 6. "Taxicab" means a motor vehicle with a seating capacity of 8 passengers or fewer, including the driver, that is equipped with a roof light and that carries passengers for a fee usually determined by the distance traveled. Taxicab does not include a commercial vehicle.
- 7. "Taxicab carrier" means a person who, either directly or through a device, dispatch system, or arrangement, holds himself or herself out the public as willing to transport passengers for hire by taxicab.
- 8. "Taxicab driver" means an individual who uses a taxicab to provide transportation services to potential passengers.
- 9. "Transportation network company" means a person operating in this state that uses a digital network to connect transportation network company riders to transportation network company drivers who provide transportation network company prearranged rides. Transportation network company does not include a taxi service, transportation service arranged through a transportation broker, ridesharing arrangement, or transportation service using fixed routs at regular intervals.

10. "Transportation network company digital network" means an online-enabled application, website, or system offered or utilized by a transportation network company that enables the prearrangement of rides with transportation network company drivers.
11. "Transportation network company driver" means an individual who satisfies all the following:
  - a. Receives connections to potential passengers and related services from a transportation network company in exchange for payment of a fee to the transportation network company.
  - b. Uses a personal vehicle to offer or provide transportation network company prearranges rides to transportation network company riders upon connection through a digital network controlled by a transportation network company in return for compensation or payment of a fee.

## **Sec. 94-2 – Requirements**

### 1. Nondiscrimination

- a. A limousine carrier, taxicab carrier, and transportation network company shall adopt a policy of nondiscrimination with respect to passengers and potential passengers and shall notify limousine drivers, taxicab drivers, and transportation network company drivers of the policy adopted pursuant to Public Act 345 of 2016.
- b. A limousine driver, taxicab driver, and transportation network company driver shall comply with all applicable laws regarding nondiscrimination against a passenger or potential passenger.
- c. A limousine driver, taxicab driver, and transportation network company driver shall comply with all applicable laws regarding accommodation of service animals.
- d. A limousine carrier, taxicab carrier, and transportation network company shall not impose an additional charge for providing services to a passenger with a physical disability because of his or her disability.

### 2. Signage

- a. A vehicle subject to Public Act 345 of 2016 shall display a consistent and distinctive signage or emblem that is approved by the department at all times while the vehicle is being used to provide transportation services or while the vehicle is being used by a transportation network company driver for a transportation network company prearranged ride or while the

transportation network company driver is available to receive a transportation request. The signage or emblem shall satisfy all of the following:

- i. The signage or emblem shall be sufficiently large and color contrasted to be readable during daylight hours from a distance of at least 50 feet.
- ii. The signage or emblem shall be reflective.
- iii. The signage or emblem shall sufficiently identify the limousine carrier, taxicab carrier, or transportation network company with which the vehicle is affiliated.

### 3. Insurance

a. A transportation network company driver shall carry proof of the insurance required pursuant to MCL 257.2123(2) and (3) with him or her at all times during his or her use of a personal vehicle in connection with a transportation network company's digital network. The transportation network company driver may provide proof of insurance by a paper or electronic copy of the certificate of insurance. If an accident occurs during the time that a transportation network company driver is using a personal vehicle in connection with a transportation network company's digital network, he or she shall provide all of the following information upon request to directly interested parties, automobile insurers, and investigating law enforcement officers as required under section 328 of the Michigan vehicle code, 1949 PA 300, MCL 257.328:

- i. Insurance coverage information.
- ii. Whether he or she was logged on to the transportation network company's digital network or on a transportation network company prearranged ride at the time of the accident.

### **Sec. 94-3 – Prohibited Acts**

- 1. A transportation network company driver shall not accept a request for transportation unless the request is accepted through the transportation network company's digital network.

### **Sec. 94-4 – Penalty**

A violation of Section(s) 94-2 or 94-3 shall constitute a civil infraction punishable by a fine of \$100.00.

State Law Reference: Public Act 345 of 2016

This Ordinance shall take effect after publication on July 19, 2017.

First Reading:  
June 5, 2017

Second Reading & Adoption:  
June 19, 2017

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_

\_\_\_\_\_  
Jill Domingo  
City Clerk

\_\_\_\_\_  
Garrett Brown,  
Mayor

# Limousine, Taxicab, and Transportation Network Company Act

## Introduction

In a move to place Transportation Network Companies (TNCs) such as Uber and Lyft, and limousines and taxi carriers, all under one regulatory framework, the Legislature passed a new law stripping all local control over taxi carriers. PA 345 of 2016 went into effect on March 21, 2017. The new law prohibits a local unit of government from imposing a tax or fee upon or requiring a license for a limousine carrier, taxicab carrier, or TNC, a limousine driver, taxicab driver, or TNC driver, or a limousine, taxicab, or personal vehicle, if the tax, fee, or license is related to the provision of limousine or taxicab service or TNC prearranged rides.

## Regulation & Local Enforcement

Except as otherwise provided, a local unit of government **may not** enact or enforce an ordinance regulating a limousine carrier, taxicab carrier, limousine driver, taxicab driver, or TNC.

A local unit **may** issue a civil infraction to a limousine, taxicab, or TNC driver for violating sections of the Act regarding signage, a TNC driver carrying proof of insurance, a TNC driver accepting a request for transportation outside of a TNC's digital network, and nondiscrimination.

Regulation of these entities will now be handled by the State's Department of Licensing and Regulatory Affairs. Under this new regulatory framework, each entity is required to register with the department, complete a vehicle safety inspection if the vehicle is five years old or older, post proper signage on the vehicle, and ensure each driver has passed a criminal background check and obtained proper insurance.

Municipalities will only be allowed to enforce certain provisions of the Act by issuing civil infractions. Civil infractions may be issued if:

- A vehicle fails to display the proper signage;
- A driver doesn't have proper insurance;
- a TNC attempts to solicit a passage through a method other than their digital platform; or
- a driver fails to provide a ride to an individual due to discrimination.