# **BID DOCUMENTS**

# **FOR**

# 2022 – 2024 WATER SERVICE LINE REPLACEMENT PROJECT DWSRF PROJECT 7555-01



CITY OF OWOSSO 301 W. MAIN STREET OWOSSO, MICHIGAN 48867

**February 7, 2022** 

#### NOTICE TO BIDDERS 2022 – 2024 WATER SERVICE LINE REPLACEMENT PROJECT

#### FOR THE CITY OF OWOSSO, MICHIGAN

Sealed proposals will be received by the city of Owosso for the 2022 - 2024 WATER SERVICE LINE REPLACEMENT PROJECT bid and should be addressed to:

Bid Coordinator City of Owosso 301 W. Main Street Owosso, Michigan 48867

Major items include: water service line replacements, pavement removal, HMA patching, concrete sidewalks, and turf establishment.

Bids will be accepted until 3:00 p.m. TUESDAY, MARCH 8, 2022 for the 2022 – 2024 WATER SERVICE LINE REPLACEMENT PROJECT at which time bids will be publicly opened and read aloud. This bid will be considered "All or None".

"All or None" means that bidders are required to submit pricing for all items requested. Any proposal received that does not meet this requirement will be disqualified. If said bid is not listed as "All or None" the City reserves the right to split said bid to our best benefit.

All bids must be in writing and must contain an <u>original</u> signature by an authorized officer of the firm. Electronic bids (i.e., telephonic, fax, email, etc.) are **NOT** acceptable.

All bids must be accompanied by a Bid Bond for a sum of not less than 5% of the total bid and shall be made payable to the city of Owosso. This amount shall be forfeited in the case of failure on the part of the successful bidder to sign a contract and furnish satisfactory bonds as required within ten (10) consecutive calendar days after the acceptance of the bid by the city of Owosso.

The bidder agrees that if the city accepts their proposal, the bidder will, within 10 consecutive calendar days after receiving notice of this acceptance, enter into a contract to furnish all labor, equipment and tools necessary to execute the work at the unit prices named in the bid proposal and will furnish the surety for performance, for one hundred percent (100%) of this bid, which shall be accepted and approved by the city.

All bids shall clearly contain on the outside of the sealed envelope in which they are submitted:

#### 2022 - 2024 WATER SERVICE LINE REPLACEMENT PROJECT

Hard copies of the proposal, contract forms and specifications are on file and may be obtained for a fee in accordance with the city's FOIA Policy at the office of the Bid Coordinator, City Hall, 301 West Main Street, Owosso, Michigan 48867. Bid documents are available at no charge on our website at <a href="www.ci.owosso.mi.us">www.ci.owosso.mi.us</a> or on the MITN website at <a href="www.mitn.info">www.mitn.info</a>.

The city reserves the right to accept any proposal; or to reject any proposal; to waive irregularities in a proposal; or to negotiate if it appears to be in the best interest of the city of Owosso. The bid shall be valid for a period of 90 days from the date of opening. A bid valid for a shorter period may be rejected by the city of Owosso. During the bid validity period, the bidder shall maintain its original bid without any change to the proposed unit prices and total price.

No work can begin before May 9, 2022 and all work is to be completed by November 16, 2024. No work will be allowed during the months of December, January, February or March. Additional water service line replacements may be added, at the contracted unit prices, if additional repairs are needed.

#### **INQUIRIES/ADDENDUMS**

Addendums will be available on the city's website at <a href="www.ci.owosso.mi.us">www.ci.owosso.mi.us</a> and on the MITN website at <a href="www.mitn.info">www.mitn.info</a>.

All inquiries regarding this bid request must be received at least five (5) calendar days prior to the submission and shall be received in, and responded to, in writing, or via FAX at 989-723-8854 or by e-mail to Clayton Wehner at clayton.wehner@ci.owosso.mi.us. Call 989-725-0551 to arrange to field inspection.

#### **INSTRUCTIONS TO BIDDERS**

- 1. Each proposal must be signed by the bidder with his usual signature. Bids by partnerships should be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind it in the matter. Any paperwork not filled out properly or signed will cause the bid to be considered non-responsive and shall be rejected by the city.
- 2. Proposals, to receive consideration, must be received prior to the specified time of opening and reading as designated in the invitation.
- 3. Bidders are requested to use the proposal form furnished by the city when submitting their proposals. Envelopes must be **sealed** when submitted and clearly marked on the outside indicating the name of the bid.
- 4. Proposals having and erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
- 5. References in the specifications or description of materials, supplies, equipment, or services to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the type of materials or supplies, equipment, or nature of the work desired. They should not be construed as excluding proposals on equivalent types of materials, supplies, and equipment or for performing the work in a manner other than specified. However, the bidders' attention is called to General Condition seven (7).
- 6. Proposals should be mailed or delivered to: Bid Coordinator's Office, City Hall, 301 W. Main Street, Owosso, MI 48867.
- 7. Special conditions included in this inquiry shall take precedence over any conditions listed under General Conditions or Instructions to Bidders.
- 8. Insurance coverage The winning bidder, prior to execution of the contract, shall file with the city copies of completed certificates of insurance naming the city of Owosso as an additional insured party, as evidence that the contractor carries adequate insurance satisfactory to the city.
- 9. The following items must be included with the bid response:
  - a. Vendor Proposal
  - b. Local Preference Affidavit
  - c. W-9 Request for Taxpayer ID No. and Certification
  - d. Signature Page & Legal Status/Acknowledgement of Addendum(s)
  - e. Insurance Endorsement

# **Bid Proposal**

# 2022 - 2024 WATER SERVICE LINE REPLACEMENT PROJECT

TO: THE CITY OF OWOSSO (HEREINAFTER CALLED THE "CITY")

Bidder must provide pricing for each item listed. If additional pricing elements are being offered by the bidder, they are to be listed under "other services/items offered."

The undersigned, having examined the bid proposal forms and specifications, does hereby offer to 2022 – 2024 WATER SERVICE LINE REPLACEMENT PROJECT listed below at the following prices to wit:

Item	Description	Approx. Quantity	Unit	Unit Price	Total Price
1	Water Service, Case 1, 1 inch, Curb Stop to Water Meter	9,000	FT		
2	Water Service, Case 2, 1 inch, Main to Curb Stop	7,000	FT		
3	Water Service, Case 3, 1 inch, Main to Water Meter	12,000	FT		
4	Failed Attempt – Cable Method	60	EA		
5	Failed Attempt – Boring Method	60	EA		
6	Water Meter Pit, Rem	200	EA		
7	Supply & Install Meter Pit, Complete	300	EA		
8	Sidewalk, Rem	3,335	Syd		
9	HMA, Rem	4,500	Syd		
10	Curb and Gutter, Rem	3,000	Ft		
11	Sidewalk, Conc, 4 inch, Modified	22,500	Sft		

Item	Description	Approx. Quantity	Unit	Unit Price	Total Price
12	Sidewalk, Conc, 6 inch, Modified	7,500	Sft		
13	Curb and Gutter, Conc, Det F4	3,000	Ft		
14	Driveway, Nonreinf, Conc, 6 inch	200	Syd		
15	HMA, Repair	1,485	Ton		
16	Subgrade Undercutting, Type II, Modified	200	Cyd		
17	Water Main Tap	60	Ea		

	Bidder's Initial		
<b>BID TOTAL</b> (ITEMS 1-17):			
	(use words)		
\$	( 0		
	(use figures)		

VARIANCE FROM SPECIFICATIONS: If the bidder is unable to comply with the specifications as outlined, the bidder shall clearly note these variations from the specifications. The bidder may also propose additions to these specifications for the city to consider, but the costs associated with these additions shall be stated separately.

If the work in not complete on or before the date set for completion or any extension, the Contractor shall pay the city liquidated damages of *one thousand, five hundred (\$1,500.00)* a calendar day until the work is satisfactorily completed. Liquidated damages for delay may be deducted from payments due the contractor or may be collected from the Contractor or the Contractor's surety.

The undersigned agrees that if the city accepts this proposal, Contractor will, within 10 consecutive calendar days after receiving notice of this acceptance, enter into a contract to furnish all labor, equipment and tools necessary to execute the work at the unit prices named in the bid proposal. Contractor will furnish the surety for performance, for 100% of this bid, which shall be accepted and approved by the city.

The undersigned agrees that if the city accepts this proposal, Contractor will start this project no sooner than May 9, 2022 and will substantially complete the entire work under this contract by November 16, 2024. This schedule may be extended for rain days or cold weather for calendar days after November 16, 2024, only as approved by the city of Owosso. Additional water service line replacements may be added, at the contracted unit prices, if additional repairs are needed.

An initial list of addresses for 91 service line replacements is included in the bid documents. Owosso DPW will be identifying (potholing) additional service lines as the replacement project progresses. The City of Owosso will provide additional addresses for replacement to the Contractor as they become available.

Quantities are included for a target of 200 water service line replacements per year for a three year time period. The proposed budget for this work is \$3,000,000. Once the \$3,000,000 budget is reached, service line replacements shall stop and a change order will be completed to remove addresses from the replacement list. If all service lines are replaced and the \$3,000,000 budget has not been reached, additional water service line replacements may be added, at the contracted unit prices via a change order.

#### **BIDDER QUALIFICATION SUBMITTAL:**

Bidder must be experienced in replacement of water service lines. Bidder is required to complete and submit this questionnaire demonstrating qualified experience. Qualified experience must be a minimum of 3 years' experience of successful replacement of water service lines for municipalities. Please include one reference for each year of water service line replacements. Failure to satisfactorily complete the questionnaire to satisfaction of City of Owosso may be grounds for rejection of bid proposal.

The signatory of this proposal guarantees the truth and accuracy of all statements and answers hereinafter made:

How many years have you been in business as a contractor under your present name?

CONTRACTOR REFERENCES
Please list below three (3) references for which your firm has performed similar work as identified in Bidder Qualifications.
Municipality Name:
Number of Service Line Replaced:
Contact Person:
Telephone Number:
Dates of Service:
Municipality Name:
Number of Service Line Replaced:
Contact Person:
Telephone Number:
Dates of Service:
Municipality Name:
Number of Service Line Replaced:
Contact Person:
Telephone Number:
Dates of Service:

acknowledges that this Specifications included that the right is reserve	proposal is subject in the contract docu d by the CITY to reje The CITY may awa	, I hereby submit this proposal for 2022 – 2024 PROJECT for your consideration. The undersigned to the General Conditions and the General uments. In submitting this proposal, it is understood ect any and all proposals, and waive any irregularities and this contract based on any combination of the
Dated and signed at		State of
This	day of	, 20
		Bidder
Witness:		
		By/s/
		Business Address
		Signature
		Printed Name
		Title
		Telephone Number
		E-Mail Address

#### **GENERAL CONDITIONS**

#### 1. BID ACCEPTANCE

The city reserves the right to reject any or all proposals. Unless otherwise specified, the city reserves the right to accept any item in the proposal. In case of error in extending the total amount of the bid, the unit prices shall govern. The city objects to any additional terms stated in any documents submitted by the contractor. Performance pursuant to our Purchase Order/Equipment Agreement constitutes a course of conduct consisting of Contractor's Agreement to the terms of our Purchase Order/Equipment Agreement.

#### 2. PAYMENT

Unless otherwise stated by the bidder, time, concerning discount offered, will be computed from date of delivery and acceptance at destination or from date correct bill or claim voucher properly certified by the contractor is received. When so stated herein, partial payments, based on a certified approved estimate by the city of materials, supplies or equipment delivered or work done, may be made upon presentation of a properly-executed claim voucher. The final payment will be made by the city when materials, supplies, equipment or the work done have been fully delivered or completed to the full satisfaction of the city.

#### 3. BID DEFAULT

In case of default by the bidder or contractor, the city of Owosso may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

#### 4. UNIT PRICES

Prices should be stated in units of quantity specified.

#### 5. QUOTED PRICES

Unless otherwise stated by the bidder, prices quoted will be considered as being based on delivery to a designated destination and to include all charges for packing, crating, containers, shipping, etc., and being in strict accordance with specifications and standards as shown.

#### 6. SUBSTITUTIONS

Wherever a reference is made in the specifications or description of the materials, supplies, equipment, or services required, to a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract or order, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

#### 7. HOLD CITY HARMLESS

The bidder, if awarded an order or contract, agrees to protect, defend, and save the city harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save the city harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his employees, subcontractors, or agents.

#### 8. COMPETITIVE BIDDING STATUTES

The laws of the state of Michigan, the charter and ordinances of the city of Owosso, as far as they apply to the laws of competitive bidding, contracts and purchases, are made a part hereof.

#### 9. SAMPLES

Samples, when requested, must be furnished free of expense to the city and, if not destroyed, will upon request be returned at the bidder' expense.

#### 10. BONDS

A certified check or bid bond may be required, payable to the City of Owosso. If so required in the bid documents, a performance bond and labor and material bond in the amounts stated in the bid documents, shall be on file with the city before work commences. The city will determine the amount and sufficiency of the sureties.

#### 11. PROPOSAL GUARANTEE

All checks or bid bonds, except those of the three lowest bidders, will be returned when the bids have been opened and tabulated. The certified checks or bid bonds of the three lowest bidders will be held until the contract documents have been signed, after which remaining certified checks or bid bonds will be returned to the respective bidders.

#### 12. BIDDERS

The city may demand that the contractor file a sworn experience and financial statement setting forth the financial resources, adequacy of plant and equipment, organization, experience and other pertinent and material facts as may be desirable.

#### 13. INSURANCE AND HOLD HARMLESS

To the fullest extent permitted by law the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Owosso, its elected and appointed officials, employees, agents and volunteers, and others working on behalf of the City of Owosso against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Owosso, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, for all actions of the Contractor.

Contractor shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Owosso. The requirements below should not be interpreted to limit the liability of Contractor. All deductibles and SIR's are the responsibility of Contractor. Contractor shall procure and maintain the following insurance coverage:

- a. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included. (E) Explosion, Collapse, and Underground (XCU) coverage, if applicable. Limits may be obtained by the use of primary and excess/umbrella liability policies.
- c. Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. Owners' and Contractor Protective Liability: The Contractor shall procure and maintain during the life of this contract, a separate Owners' and Contractor's Protective Liability Policy with limits of liability not less than \$1,000,000 per occurrence and aggregate for Personal Injury,

Bodily Injury, and Property Damage. The City of Owosso shall be the "Named Insured" on said coverage.

- e. Additional Insured: Commercial General Liability and Automobile Liability as described above shall include an endorsement stating the City of Owosso shall be listed as additional insured. It is understood and agreed by naming the City of Owosso as additional insured, coverage afforded is considered to be primary and any other insurance the City of Owosso may have in effect shall be considered secondary and/or excess.
- f. Cancellation Notice: All policies, as described above, shall include an endorsement stating that is it understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, shall be sent to: (The City of Owosso, Debbie Hebert, Insurance Coordinator, 301 W. Main Street, Owosso, MI 48867).
- g. Proof of Insurance Coverage: Contractor shall provide the City of Owosso at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Owosso at least ten (10) days prior to the expiration date.

#### 14. PROTECTION OF LAND MONUMENTS AND PROPERTY STAKES

Land monuments or stakes marking property corners shall not be moved or otherwise disturbed except as directed by the city. If any land monuments or lot stakes are moved or disturbed by the contractor, the cost of replacing each land monument or lot stake so moved or disturbed shall be deducted from any money due the contractor, as payment to the city for the cost of replacing said land monument or lot stakes.

## 15. CONTRACTOR'S RESPONSIBILITY FOR WORK

The contractor shall be responsible for any damages that the work may sustain before its acceptance, and shall rebuild, repair, restore and make good, at its own expense, all injuries and damages to any portion of the work by the action of the elements or from any cause whatsoever before its acceptance. Neither the final payment nor any provision in the contract documents shall relieve the contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law, and, upon written notice, the contractor shall remove any defects due therefrom and pay for any damaged due to other work resulting therefrom, which shall appear within one year after the date of completion and acceptance.

## 16. PAYMENT

At monthly intervals commencing after construction has been started, the city will make partial payment to the contractor based on a duly-certified estimate prepared by the city of the work done by the contractor during the preceding four-week period. Each estimate will be submitted to the city council for approval on either the first or third Monday of each month. The city will retain ten percent (10%) of the amount of each such estimate until final completion and acceptance of all work covered by this contract. Before the contractor shall demand final estimates or payment, contractor will furnish to the city, supported by sworn statements, satisfactory evidence that all persons that have supplied labor, materials, or equipment for the work embraced under this contract have been fully paid for the same; and that, in case such evidence be not furnished as aforesaid, such sums as the city may deem necessary to meet the lawful claims of such persons may be retained by the city from any monies that may be due or become

due to the contractor under this contract until such liabilities shall be fully discharged and the evidence thereof be furnished to the city.

17. CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF Besides the payment to be retained by the city under the preceding provisions of these general conditions, the city may withhold a sufficient amount of any payment otherwise due to the contractor to cover a) payments earned or due for just claims for furnish labor or materials on the project under this contract, b) for defective work not remedied and c) for failure of the contractor to make proper payments to subcontractors. The city shall disburse and shall have the right to act as agent for the contractor in disbursing such funds as have been previously withheld pursuant to this paragraph to the party or parties who are entitled to payment from it. The city will pay to the contractor a proper accounting of all such funds disbursed for the contractor.

#### 18. OWNER'S RIGHT TO DO WORK

If the contractor should neglect to prosecute the work properly or fail to perform any provisions of this contract, the city, after three (3) days' written notice to the contractor and contractor's surety, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost of it from the payment due the contractor.

#### 19. DEFINITION OF NOTICE

Where in any of the contract documents there is any provision in respect to the giving of notice, such notice shall be deemed given to the owner, when written notice is delivered to the city manager, or placed in the United States mail addressed to the city clerk; as to the contractor, when a written notice shall be delivered to contractor's representative at the project site or by mailing such written notice in the United States mail addressed to the contractor at the place stated in the bid proposal as the business address; as to the surety on the performance bond, when a written notice is placed in the United States mail addressed to the surety at the surety's home office or to its agent or agents who executed such performance bond on behalf of the surety.

### 20. SUBCONTRACTS

The contractor shall not subcontract any work in the execution of this contract without the written consent of the city. The contractor shall be responsible for the acts or omissions of any subcontractor and of anyone employed directly or indirectly by such subcontractor.

#### 21. ASSIGNMENT OF CONTRACT

The contractor shall not assign this contract or any part hereof without the written consent of the city. No assignment shall be valid unless it shall contain a provision that any funds to be paid to the assignee under this agreement are subject to a prior lien for services rendered or materials or supplies for the performance of the work specified in the contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

#### 22. MAINTAINING TRAFFIC

The contractor shall provide flares, signs, barricades, traffic regulators, etc., to conform to the current *Michigan Manual of Uniform Traffic Control Devices* or as directed by the city. The contractor shall not close any road or street without the permission of the city. If any street or road is to be closed by the contractor, it shall be the responsibility of the contractor to notify the Owosso fire department when the street will be closed and again when the street is open to traffic. Traffic control devices for any detours deemed necessary by the city shall be provided by the contractor. Cost of maintaining shall be incidental to the cost of the project unless otherwise provided.

#### 23. ORDER OF COMPLETION

The contractor shall submit, whenever requested by the city, a schedule of the work showing completion dates. The city may request that certain portions of the work be done before other portions. If so requested, the contractor shall arrange to schedule to meet the request by the owner.

#### 24. USE OF COMPLETED PORTIONS

The city shall have the right to take possession and use any completed or partially completed portions of the work; but such taking possession and use shall not be deemed acceptance. Pending final completion and acceptance of the work, all necessary repairs and adjustments on any section of the work due to defective material, workmanship, natural causes, or other operations of the contractor, other than normal wear and tear, shall be done by and at the expense of the contractor.

#### 25. WATER SUPPLY

The contractor shall secure an adequate water supply for use in construction and for drinking water for his employees. If the city's water is used on the work, the contractor shall make the necessary application and shall pay all costs involved. Connections, piping and fittings for conveying water shall be furnished and maintained by the contractor. Contractor shall pay for water according to the city's established rates.

#### 26. CLEANUP

The contractor shall keep the project free from waste materials or rubbish caused by its employees or work. This includes as a minimum excess excavation or backfill material, broken or rejected materials, empty containers or general debris. The owner may require complete cleanup of certain areas as construction is completed.

#### 27. SUPERVISION

The contractor shall have a superintendent on the job site to coordinate and expedite the various construction activities for the duration of this contract.

#### 28. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER CLAUSES

The contractor shall agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined by Michigan Complied Statutes, or national origin. This provision shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of the non-discrimination clause.

# SIGNATURE PAGE AND LEGAL STATUS

The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the city accept this proposal.

Bid proposal by	//	lame of Firm)		
	(I)	vaine or Film)		
Legal status of bidde	r. Please check the appro	priate box and <b>USE C</b> (	ORRECT LEGAL N	AME.
A. Corporation	; State of Incorporati	on		
B. Partnership _	; List of names _			
C. DBA _	; State full name _			_ DBA
D. Other	; Explain _			
Signature of Bidder		Title		
	(Authorized Signatur	•		
Printed name _		<del>-</del>		
Signature of Bidder		Title		
	(Authorized Signatur	re)		
Printed name _				
Address	Ci	ty	Zip	
Telephone(  )		_		
Signed this	day	of	20	
Bidder acknowledges	s receipt of the following A	ddenda:		
ADI	DENDUM NO.	BIDDER'S INITIALS		
	<del> </del>			

#### W-9 INFORMATION FOR LEGAL STATUS

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Please see attached W-9 Request for Taxpayer Identification Number and Certification form for a detailed explanation on filling out the W-9 form.

Form (Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank						
	2	Business name/disregarded entity name, if different from above						
Print or type. Specific Instructions on page 3.	following seven boxes.  Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate			4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any)				
ype	l	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partne	ershin)	•	Exompt pa	,00 0000	(ii di iy) _	
Print or type c Instruction		Note: Check the appropriate box in the line above for the tax classification of the single-member of LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a sin is disregarded from the owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of the single-member of the singl	wner. owner gle-me	Do not check of the LLC is	Exemption code (if an		TCA repo	orting
ecifi	Г	Other (see instructions)			(Applies to acc	ounts mainta	ined outside	the U.S.)
Spe	5	Address (number, street, and apt. or suite no.) See instructions.	Requ	iester's name a	and address	(optional)	)	
See								
	6	City, state, and ZIP code						
	7	List account number(s) here (optional)						
Pai	tΙ	Taxpayer Identification Number (TIN)						
		ur TIN in the appropriate box. The TIN provided must match the name given on line 1 to a		Social sec	curity numb	er		
reside	nt : es, i	withholding. For individuals, this is generally your social security number (SSN). However, alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other t is your employer identification number (EIN). If you do not have a number, see <i>How to g</i>			_			
-		he account is in more than one name, see the instructions for line 1. Also see <i>What Name</i>	and	Or Employer	identificati	on numb	er	
		To Give the Requester for guidelines on whose number to enter.	una		-			
Par	t II	Certification						
Unde	r pe	nalties of perjury, I certify that:						
2. I ar Sei no	n n vic lon	Imber shown on this form is my correct taxpayer identification number (or I am waiting for ot subject to backup withholding because: (a) I am exempt from backup withholding, or (be (IRS) that I am subject to backup withholding as a result of a failure to report all interest ger subject to backup withholding; and	) I hav	e not been n	otified by t	he Inter		
0 1		III O and Charles and the control of the Charles the Lands and the charles of						

- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
Sign Here	Signature of U.S. person ▶	Date ►

# **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments**. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- · An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
  - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

#### **Backup Withholding**

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the instructions for Part II for details),
  - 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

# What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

#### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

#### **Penalties**

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# **Specific Instructions**

#### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

#### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

#### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n)	THEN check the box for
Corporation	Corporation
<ul> <li>Individual</li> <li>Sole proprietorship, or</li> <li>Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.</li> </ul>	Individual/sole proprietor or single- member LLC
<ul> <li>LLC treated as a partnership for U.S. federal tax purposes,</li> <li>LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or</li> <li>LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.</li> </ul>	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
Partnership	Partnership
Trust/estate	Trust/estate

#### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2-The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8-A real estate investment trust
- $9\!-\!\text{An}$  entity registered at all times during the tax year under the Investment Company Act of 1940
- 10-A common trust fund operated by a bank under section 584(a)
- 11-A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>&</sup>lt;sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D-A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G-A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I-A common trust fund as defined in section 584(a)

J-A bank as defined in section 581

K-A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

#### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

#### Line 6

Enter your city, state, and ZIP code.

# Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

#### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

<sup>&</sup>lt;sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- **4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

# What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
Custodial account of a minor     (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
Association, club, religious, charitable, educational, or other tax- exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>&</sup>lt;sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

- <sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- <sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

# **Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

<sup>&</sup>lt;sup>2</sup> Circle the minor's name and furnish the minor's SSN.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to <code>phishing@irs.gov</code>. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at <code>spam@uce.gov</code> or report them at <code>www.ftc.gov/complaint</code>. You can contact the FTC at <code>www.ftc.gov/idtheft</code> or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see <code>www.ldentityTheft.gov</code> and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

# **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Page 6

#### PROOF OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED (CONTRACTOR)	COMPANIES AFFORDING COVERAGE
· · · · · · · · · · · · · · · · · · ·	A.
	В.
ADDRESS	C.

It is hereby understood and agreed that the city of Owosso, its city council and each member thereof and every officer and employee of the city shall be named as joint and several assureds with respect to claims arising out of the following project:

#### 2022 – 2024 WATER SERVICE LINE REPLACEMENT PROJECT

It is further agreed that the following indemnity agreement between the city of Owosso and the named insured is covered under this policy: Contractor agrees to indemnify, hold harmless and defend city, its city council and each member thereof and every officer and employee of city from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against city, its city council and each member thereof and any officer or employee of city which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right on contribution with insurance which may be available to the city of Owosso.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have attained the insurance required below, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the city of Owosso. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

- **1. Worker's Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
- **3. Automobile Liability** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles. all non-owned vehicles, and all hired vehicles.
- **4. Additional Insured:** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds:** City of Owosso, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities

and board members, including employees and volunteers thereof. It is understood and agreed by naming City of Owosso as additional insured, coverage afforded is considered to be primary and any other insurance the city of Owosso may have in effect shall be considered secondary and/or excess.

- **5. Cancellation Notice:** All policies, as described above, shall include an endorsement stating that it is understood and agreed that a Ten (10) days' notice for non-payment of premium is required and a Thirty (30) days' notice is required for Non-Renewal, Reduction, and/or Material Change, shall be sent to: City of Owosso, Bid Coordinator, 301 W. Main Street, Owosso, Michigan 48867.
- 6. **Proof of Insurance Coverage**: The Contractor shall provide the city of Owosso, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the city of Owosso at least ten (10) days prior to the expiration date.

Please include a copy of insurance declaration verifying amounts of coverage. The verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE	BY
	Authorized Insurance Agent
AGENCY	TITLE
ADDRESS	_
	_

# REQUIRED STANDARD CONTRACT LANGUAGE: CLEAN WATER STATE REVOLVING FUND AND DRINKING WATER REVOLVING FUND NON-EQUIVALENCY PROJECTS

- Davis-Bacon/Prevailing Federal Wages, Including Labor Standards Provisions
- Debarment/Suspension Certification\*

<sup>\*</sup> Bidders should note these sections contain instructions regarding forms/information that must be completed/included with any submitted bid.

# **Davis-Bacon/Prevailing Federal Wage Rates**

P.L. 111-88 requires compliance with the Davis Bacon Act and adherence to the current U.S. Department of Labor Wage Decision. Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents (see Wage Decision included herein) must be paid on this project. The Wage Decision, including modifications, must be posted by the Contractor on the job site. A copy of the Federal Labor Standards Provisions is included and is hereby a part of this contract.

# Replace this page with the appropriate Wage Decision and Modifications.

**NOTE:** The required/appropriate Wage Decision must be obtained from the United States Department of Labor (DOL) at: <a href="http://www.access.gpo.gov/davisbacon/index.html">http://www.access.gpo.gov/davisbacon/index.html</a>

The Wage Decision that appears in the contract specifications must be that which was in effect on the date 10 days before bid opening.

The "Contracting Agency" or "Contracting Officer" for Davis-Bacon Wage Decision posters on jobsites is the loan applicant/bond issuer.

Questions regarding prevailing wage and labor standards provisions should be directed to the DOL.

"General Decision Number: MI20220044 01/07/2022

Superseded General Decision Number: MI20210044

State: Michigan

Construction Type: Heavy

Counties: Arenac, Branch, Gladwin, Hillsdale, Huron, Lenawee, Mecosta, Midland, Osceola, Shiawassee and Tuscola Counties in

Michigan.

Heavy, Includes Water, Sewer Lines and Excavation (Excludes Hazardous Waste Removal; Coal, Oil, Gas, Duct and other similar Pipeline Construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date 0 01/07/2022

CARP0100-005 06/01/2021

MECOSTA & OSCEOLA COUNTIES

Rates Fringes

CARPENTER (Form Work Only).....\$ 25.24

20.31

CARP0525-008 06/01/2021		
BRANCH & HILLSDALE COUNTIES		
	Rates	Fringes
CARPENTER (Form Work Only)		20.59
CARP0706-014 06/01/2020		
ARENAC, GLADWIN, HURON, MIDLAND	) & TUSCOLA CO	UNTIES
	Rates	Fringes
CARPENTER (Form Work Only) 	\$ 27.61	21.84
SHIAWASSEE COUNTY		
	Rates	Fringes
CARPENTER (Form Work Only) 		22.00
LENAWEE COUNTY		
	Rates	Fringes
CARPENTER (Form Work Only) 	\$ 27.39	20.73
HILLSDALE & LENAWEE COUNTIES		
	Rates	Fringes
ELECTRICIAN	\$ 43.33	22.61
HURON COUNTY		
	Rates	Fringes
ELECTRICIAN	\$ 45.17	26.01
ELEC0275-009 06/01/2021		
MECOSTA COUNTY		
	Rates	Fringes
ELECTRICIAN	\$ 33.06	8.94+38%
ELEC0275-014 06/01/2021		
OSCEOLA COUNTY (Townships of Ri	ichmond, Herse	y, Evart & Orient)
	Rates	Fringes
ELECTRICIAN	\$ 33.06	8.94+38%

BRANCH COUNTY

BRANCH COUNTY		
	Rates	Fringes
ELECTRICIAN		22.16
ELEC0498-012 06/01/2021		
OSCEOLA COUNTY (does not include Hersey, Orient and Richmond)	the townships	of Evart,
	Rates	Fringes
ELECTRICIAN	.\$ 32.41	20.05
ELEC0557-008 06/01/2020		
MIDLAND (Townships of Ingersoll, Porter) & TUSCOLA (Townships of Dayton, Denmark, Elkland, Elling Fremont, Gilford, Indianfields, Novesta, Tuscola, Vassar, Watert	Almer, Arbela, ton, Elmwood, F Juniata, Kingst	Columbia, airgrove, on, Koylon,
	Rates	Fringes
ELECTRICIAN	•	23.13
ELEC0665-018 05/31/2021		
SHIAWASSEE COUNTY (Townships of	Perry & Woodhul	1)
	Rates	Fringes
ELECTRICIAN	.\$ 37.50	24.04+5.5%
ELEC0692-017 06/01/2020		
ARENAC & GLADWIN COUNTIES		
	Rates	Fringes
ELECTRICIAN		21.14
ELEC0692-018 06/01/2020		
MIDLAND (All townships except Mo Ingersoll) & TUSCOLA (Townships		
	Rates	Fringes
ELECTRICIAN	•	21.14
ELEC0948-008 06/01/2020		
SHIAWASSEE (All townships except (Township of Millington) COUNTIE		ll) & TUSCOLA

Rates Fringes

-----

ENGI0325-021 09/01/2021

POWER EQUIPMENT OPERATORS: Underground Construction (Including Sewer)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1\$	35.92	24.85
GROUP 2\$	31.03	24.85
GROUP 3\$	30.53	24.85
GROUP 4\$	30.25	24.85

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/ Excavator, Boring Machine, Bulldozer, Crane, Scraper, Loader, Trencher (over 8 ft. digging capacity)

GROUP 2: Trencher (8-ft digging capacity and smaller)

GROUP 3: Boom Truck (non-swinging, non- powered type boom)

GROUP 4: Broom/ Sweeper, Fork Truck, Tractor

-----

EXCLUDES UNDERGROUND CONSTRUCTION

AREA 1: BRANCH, HILLSDALE, MECOSTA & OSCEOLA COUNTIES

AREA 2: ARENAC, GLADWIN, HURON, MIDLAND, SHIAWASSEE & TUSCOLA COUNTIES

	Rates	Fringes
Operating Engineer:		
AREA 1		
Group 1	\$ 42.38	24.85
Group 2	\$ 39.08	24.85
Group 3	\$ 36.43	24.85
Group 4	\$ 34.72	24.85
Group 5	\$ 26.38	24.85
Operating Engineers:		
AREA 2		
Group 1	\$ 42.38	24.85
Group 2	\$ 39.08	24.85
Group 3	\$ 36.43	24.85
Group 4	\$ 34.72	24.85
Group 5	\$ 26.38	24.85

#### FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate.

Crane operator with main boom and jib 400' or longer: \$3.00

Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

<sup>\*</sup> ENGI0326-014 06/01/2021

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Backhoe/Excavator; Bulldozer; Compactor; Crane; Scraper; Loader

GROUP 4: Boom truck (non-swinging)

GROUP 5: Oiler

-----

ENGI0326-024 06/01/2021

EXCLUDES UNDERGROUND CONSTRUCTION

LENAWEE COUNTY

	Ra	ates	Fringes
OPERATOR:	Power Equipment		
GROUP	1\$ 4	14.69	24.95
GROUP	2\$ 4	l3.19	24.95
GROUP	3\$ 4	<b>∤1.</b> 69	24.95
GROUP	4\$ 4	<b>↓1.</b> 39	24.95
GROUP	5\$ 4	10.57	24.95
GROUP	6\$ 3	39.71	24.95
GROUP	7\$ 3	38.74	24.95
GROUP	8\$ 2	28.69	24.95

FOOTNOTES: Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom.

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom & jib or leads 400' or longer

GROUP 2: Crane with boom & jib or leads 300' or longer

GROUP 3: Crane with boom & jib or leads 220' or longer

GROUP 4: Crane with boom & jib or leads 140' or longer

GROUP 5: Crane with boom & jib or leads 120' or longer

GROUP 6: Regular crane operator

GROUP 7: Backhoe/Excavator, Bulldozer, Compactor, Scraper, Loader

GROUP 8: Oiler

\_\_\_\_\_

IRON0025-007 06/01/2019

ARENAC, GLADWIN, HURON, MIDLAND, SHIAWASSEE & TUSCOLA COUNTIES

Rates Fringes

Reinforcing	.\$ 36.77	27.99 29.03
IRON0055-011 07/01/2020		
LENAWEE COUNTY		
	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING	•	26.90
IRON0340-012 06/19/2017		
BRANCH, HILLSDALE, MECOSTA & OSCI	EOLA COUNTIES	
	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING LABO0334-008 09/01/2018	•	24.67
SCOPE OF WORK:  OPEN CUT CONSTRUCTION: Excavation utilities, and improvements, including inspectant relining)	luding undergrou	und
ARENAC, BRANCH, GLADWIN, HURON, I TUSCOLA	MECOSTA, MIDLAND	O, OSCEOLA,
	Rates	Fringes
LABORER (1) Common or General (4) Grade Checker	.\$ 21.28	12.85 12.85
LAB00334-019 09/01/2018		
SCOPE OF WORK:  OPEN CUT CONSTRUCTION: Excavation utilities, and improvements, including/conduit (including inspectand relining)	luding undergrou	und
HILLSDALE, LENAWEE, SHIAWASSEE		

	F	Rates	Fringes
LABORER			
(1)	Common or General\$	20.97	12.85
(4)	Grade Checker\$	21.28	12.85

LAB00355-007 06/01/2021

EXCLUDES OPEN CUT CONSTRUCTION

BRANCH COUNTY

Rates Fringes

LABORER Common or General	\$ 24.90	12.95
LABO0355-015 06/01/2021		
EXCLUDES OPEN CUT CONSTRUCTION		
MECOSTA & OSCEOLA COUNTIES		
	Rates	Fringes
LABORER Common or General	\$ 24.90	12.95
LAB00499-014 06/01/2021		
EXCLUDES OPEN CUT CONSTRUCTION		
HILLSDALE & LENAWEE COUNTIES		
	Rates	Fringes
LABORER Common or General		12.95
LAB01075-011 06/01/2021		
EXCLUDES OPEN CUT CONSTRUCTION		
SHIAWASSEE COUNTY		
	Rates	Fringes
LABORER  Common or General  LABO1098-022 07/01/2021	\$ 26.11	13.95
EXCLUDES OPEN CUT CONSTRUCTION		
ARENAC, GLADWIN, HURON, MIDLANI	o & TUSCOLA CO	OLINTTES
minimizer, ending manager, man	Rates	Fringes
LABORER Common or General	\$ 22.67	12.90
PLAS0016-009 04/01/2014		
MECOSTA & OSCEOLA COUNTIES		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	\$ 22.02	12.38
PLAS0016-021 04/01/2014		
SHIAWASSEE COUNTY		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	\$ 25.58	12.88

PLAS0016-023 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	\$ 24.63	12.88
PLAS0016-031 04/01/2014	<b></b>	<b>_</b> _
ARENAC, GLADWIN, HURON, MIDLAND	O & TUSCOLA	COUNTIES
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.		12.38
PLAS0886-013 08/01/2011		
HILLSDALE & LENAWEE COUNTIES		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.		16.00
PLUM0085-017 05/04/2020		
ARENAC, GLADWIN, HURON (West of	F M-53), MID	LAND & TUSCOLA
	Rates	Fringes
PLUMBER/PIPEFITTER	\$ 38.25	21.07
PLUM0098-008 06/01/2019		
HURON COUNTY (East of M-53)		
	Rates	Fringes
PLUMBER	•	35.13
PLUM0174-015 07/01/2020		
MECOSTA & OSCEOLA COUNTIES		
	Rates	Fringes
PLUMBER/PIPEFITTER		22.52
PLUM0190-012 06/01/2021		
LENAWEE COUNTY (Townships of C	linton, Maco	n & Tecumseh)
	Rates	Fringes
PLUMBER/PIPEFITTER		23.70
PLUM0333-021 06/01/2020		
BRANCH & HILLSDALE COUNTIES		
	Rates	Fringes
PLUMBER/PIPEFITTER	\$ 38.79	23.08
PLUM0333-022 06/01/2020		

# LENAWEE COUNTY (Remainder of County)

	- '	
	Rates	Fringes
PLUMBER/PIPEFITTER		23.08
PLUM0370-007 06/01/2020		
SHIAWASSEE COUNTY		
	Rates	Fringes
PLUMBER/PIPEFITTER		20.95
PLUM0636-008 06/05/2017		
HURON COUNTY (East of M-53)		
	Rates	Fringes
PIPEFITTER	\$ 40.41	29.35
TEAM0007-010 06/01/2020		
	Rates	Fringes
TRUCK DRIVER Lowboy/Semi-Trailer Truck	\$ 28.15	.50 + a+b
FOOTNOTE: a. \$470.70 per week. b. \$68.70 daily.		
SUMI2010-042 11/09/2010		
	Rates	Fringes
CARPENTER, Excludes Form Work.	\$ 23.97	6.29
LABORER: Landscape	\$ 10.89	1.74
LABORER: Mason Tender -	4 45 07	2.54
Cement/Concrete		3.51
LABORER: Pipelayer	\$ 15.28	3.99
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 12.98	6.12
OPERATOR: Grader/Blade	\$ 15.50	3.62
OPERATOR: Roller	\$ 13.74	7.93
TRUCK DRIVER: Dump Truck	\$ 14.06	1.25
WELDERS - Receive rate prescri operation to which welding is		performing

-----

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which

these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-----

#### WAGE DETERMINATION APPEALS PROCESS

- Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210 The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

\_\_\_\_\_

END OF GENERAL DECISION"

#### 29 CFR Part 5 – Labor Standards Provisions for Federally Assisted Projects

#### § 5.5 Contract provisions and related matters.

- (a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):
- (1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of

1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

- (3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).
- (B) Each payroll submitted shall be accompanied by a ``Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the ``Statement of Compliance' required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) Apprentices and trainees--(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its

program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

- (7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible there for shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- (c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

### **Debarment Certification**

The prime contractor must provide a completed **Certification Regarding Debarment**, **Suspension**, **and Other Responsibility Matters Form** with its bid or proposal package to the owner (Attachment 2).

#### Attachment 2

### Certification Regarding Debarment, Suspension, and Other Responsibility Matters

### Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;
- (2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
  - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Name and Title of Authorized Representative	
Name of Participant Agency or Firm	
Signature of Authorized Representative	Date
☐ I am unable to certify to the above statement. Attach	ned is my explanation.

#### **PROGRESS CLAUSE**

#### 1 of 1

#### 2022 - 2024 WATER SERVICE LINE REPLACMENT PROJECT

Work is to start as soon as weather permits after receiving the Notice to Proceed. No work shall commence until the Notice to Proceed is issued. **The completion date for all work is November 16, 2024.** 

The Contractor is required to coordinate work with the following criteria:

- 1. No work shall begin before May 9, 2022
- 2. All work must be completed on or before November 16, 2024.
- 3. No work will be allowed during the months of December, January, February, or March
- 4. Reasonable access must be maintained for residents and vehicular traffic.

The contractor must build sufficient work days into the schedule to ensure all necessary work is completed on or before the completion date.

The approved successful bidder for the work covered by this proposal is required to participate in a preconstruction meeting with the city to review and work out a detailed progress schedule. The meeting will occur soon after the successful bidder is determined. Any named sub-contractors should also attend the scheduled meeting.

#### SPECIAL PROVISION FOR TECHNICAL SPECIFICATIONS

RC/City of Owosso 1 OF 1 Dec, 2018

#### **General Requirement**

The MDOT 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION shall govern all technical specifications for this project. The following parts of the Contract will prevail over all other parts in the following order:

- 1. Special Provisions.
- 2. Supplemental Specifications.
- 3. Project Plans and Drawings.
- 4. MDOT Standard Plans.
- 5. 2012 Standard Specifications
- 6. City of Owosso Standard Specifications.

The Contractor shall not take advantage of any apparent error or omission in the contract documents. If any uncertainty, inconsistency, omission, or conflict is discovered within the contract documents, the Engineer will solely decide as to the true intent of the language.

#### CITY OF OWOSSO SPECIAL PROVISION FOR MAINTAINING TRAFFIC

City of Owosso/CW

Page **1** of **3** 

12/2/2020

#### **DESCRIPTION**

Traffic shall be maintained by the Contractor throughout the project in accordance with Section 104.07, 104.11, 812 and 922 of the MDOT 2012 Standard Specifications and in accordance with any Supplemental Specifications, the MDOT Maintaining Traffic Typicals and as specified herein. All traffic control devices shall conform to the 2011 Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

The Contractor shall notify all emergency response, road commission, municipalities, school bus garages or other necessary agencies a minimum of three days prior to implementing a road closure.

The Contractor shall coordinate his operations with other Contractors or Utility owners performing work on other projects within or adjacent to the Construction Influence Area (CIA) or adjoining areas to avoid conflicts in maintenance of traffic, construction signing and to provide for the orderly progress of work.

The Contractor shall provide access at all times during construction for school buses, garbage trucks, and any other service vehicles required to traverse and service residences within the construction area.

The Contractor shall obtain MDOT permits for any work on M-71 (Corunna Avenue), M-52 (Shiawassee Street), and M-21 (Main Street).

The Michigan Department of Transportation (MDOT), the Shiawassee County Road Commission and the City of Owosso maintenance crews and/or Contract Maintenance Agencies may perform maintenance work within or adjacent to the CIA. No additional payment will be made to the Contractor for the joint use of traffic control items.

#### **CONSTRUCTION INFLUENCE AREA (CIA)**

The CIA shall include the right of ways of the list streets in the City of Owosso within the extents of the work indicated on the plans, including all intersecting access, and as far as the advanced signing is required to accommodate all traffic control devices.

The Contractor shall notify the Engineer and property owners a minimum of 48 hours in advance of driveway work / closure. The Contractor shall maintain driveway access throughout the entire project during construction. Driveways that are to be removed and replaced shall be maintained with Maintenance Gravel and shall be constructed as part width.

#### CITY OF OWOSSO SPECIAL PROVISION FOR

#### MAINTAINING TRAFFIC

City of Owosso/CW

Page **2** of **3** 

12/2/2020

The Contractor shall maintain pedestrian access throughout the entire project at all times during construction. Areas of sidewalk that are to be removed and replaced shall be maintained with Maintenance Gravel. Pedestrian access to all residences, churches, and businesses shall be allowed at all times.

The Contractor shall maintain access to all adjacent property locations at all times. Temporary ramps for sidewalks, ramps, and driveways shall be constructed as directed by the Engineer, and the cost shall be included in the Water Service Pay Items.

Barricades used to control traffic at night shall be lighted. Drums used shall be plastic drums or channelizing devices.

Signs shall be Type B temporary with a 7-foot bottom height, unless otherwise directed by the Engineer.

Maintaining Traffic includes all additional work and materials necessary for traffic maintenance, utility maintenance and coordination, and maintenance during construction for all items of work.

#### TRAFFIC RESTRICTIONS

Changes or adjustments in the signing provided may be necessary as determined by the Engineer.

The Contractor may not work after dark unless approved by the Engineer and adequate lighting is provided. Working hours are 7 am to 7 pm.

No work shall be allowed during holiday periods as established by MDOT.

No weekend work shall be allowed.

Contractor shall backfill any trenches prior to the end of the work day, no open trenches will be allowed overnight.

Traffic shall be maintained in accordance to the following MDOT Maintaining Traffic Typicals while impacting traffic within MDOT ROW:

- WZD-100-a
- WZD-125-e
- M0020a
- M0040a
- M0110a
- M0140a

#### CITY OF OWOSSO SPECIAL PROVISION FOR MAINTAINING TRAFFIC

City of Owosso/CW Page **3** of **3** 12/2/2020

All local noise and dust control ordinances shall apply to this project.

#### MEASUREMENT AND PAYMENT

The work of maintaining traffic shall be considered incidental to the project work and not paid for separately.

#### CITY OF OWOSSO SPECIAL PROVISION FOR HMA, Repair

City of Owosso/CW Page 1 of 1 12/2/2020

#### **DESCRIPTION**

This work shall be done in accordance with Section 302 and 501 of the MDOT 2012 Standard Specifications for Construction and as specified herein.

#### **CONSTRUCTION**

Work shall include the furnishing, placement, grading, and compaction of HMA and/or aggregate to achieve the proposed section at the locations shown in plan.

The material to be used for HMA, Repair shall be:

HMA, 13A, placed in a maximum of 275 lbs/syd per lift till it matches existing pavement.

Aggregate Base shall be 8 inches of 21AA crushed limestone aggregate. Existing base material and any added aggregate base shall be compacted in place to 95% Maximum Density.

#### MEASUREMENT AND PAYMENT

The completed work as measured for HMA, Repair will be paid for at the contract unit price for the following contract item (pay item):

Pay Item Pay Unit HMA, Repair Ton

HMA, Repair shall be payment in full for material, labor, and equipment needed to accomplish the work.

Placement of 21AA crushed limestone shall be considered incidental to the work of HMA, Repair and will not be paid for separately.

#### CITY OF OWOSSO SPECIAL PROVISION FOR SIDEWALK, CONC, \_\_ INCH, MODIFIED

City of Owosso/CW Page 1 of 1 12/2/2020

#### **DESCRIPTION**

This work shall consist of placing concrete sidewalk where shown on the plans or as directed by the Engineer and shall be in accordance with Section 803 of the MDOT 2012 Standard Specifications for Construction and as specified herein.

#### **CONSTRUCTION METHODS**

The sidewalk pay item shall include furnishing, placement and compaction of the sand base to a minimum depth of 4 inches compacted in place to 95% Maximum Density, prior to concrete placement. Work includes all excavation, compaction, reinforcing steel, sawing if required, proper placement of sidewalk material and expansion material as required.

The material to be used for Sidewalk shall be:

Concrete – Uniform, Grade P1, 3500 PSI, 6 sack mix, Air Entrained. Sand base shall meet requirements of Granular Material Class II, Section 902 of the MDOT 2012 Standard Specifications for Construction.

#### MEASUREMENT AND PAYMENT

The completed work as measured for Sidewalk will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u> <u>Pay Unit</u> Sidewalk, Conc, inch, Modified <u>Square Foot</u>

Pay Items will be measured by area in square feet and will be paid for at the contract unit price per square foot which price shall be payment in full for material, labor, and equipment needed to accomplish the work including furnishing, placing, and compacting the sand base.

#### CITY OF OWOSSO SPECIAL PROVISION FOR Sidewalk, Rem / HMA, Rem

City of Owosso/CW Page 1 of 1 12/2/2020

#### **DESCRIPTION**

Pavement and sidewalk removal shall be performed in accordance with Section 204 of the 2012 MDOT Standard Specifications for Construction, except as specified herein.

The Contractor shall remove pavement and sidewalk of whatever material or thickness or multiple layers that may be encountered. Pavement removal shall be to an existing joint or to a sawed joint as shown on plans or as directed by the Engineer.

#### MEASUREMENT AND PAYMENT

Removing pavement and sidewalk will be paid for at the contract unit prices for the following pay items and shall include all labor, equipment and materials to complete the work.

Pay Item	<u>Pay Unit</u>
Sidewalk, Rem.	Square Yard
HMA, Rem.	Square Yard

Payment for saw cutting, if required, will be included in the related removal pay items and will not be paid for separately.

Materials or debris resulting from pavement removal shall become the property of the Contractor and disposed of in accordance with Subsection 204.03.B of the 2012 MDOT Standard Specifications for Construction.

The contract unit price will be compensation for removing pavement of whatever material and thicknesses are encountered.

#### CITY OF OWOSSO

### SPECIAL PROVISION FOR SOURCE OF STEEL AND IRON (BUY AMERICA)

City of Owosso/CW

Page 1 of 1

Dec, 2019

#### **General:**

American Iron and Steel Contract Language

#### **Description:**

The Contractor acknowledges to and for the benefit of the city of Owosso ("Purchaser") and the Michigan Department of Environmental Quality (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the State Revolving Fund and/or the Drinking Water Revolving Fund and such law contains provisions commonly known as "American Iron and Steel (AIS);" that requires all iron and steel products used in the project be produced in the United States ("AIS Requirements") including iron and steel provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the AIS Requirements, (b) all iron and steel used in the project will be and/or have been produced in the United States in a manner that complies with the AIS Requirements. unless a waiver of the requirements is approved or the State made the determination in writing that the AIS Requirements do not apply to the project, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the AIS requirements, as may be requested by the Purchaser. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

#### CITY OF OWOSSO SPECIAL PROVISION FOR

#### SUBGRADE UNDERCUTTING, TYPE II, MODIFIED

City of Owosso/CW Page 1 of 1 12/2/2020

#### **DESCRIPTION**

The work shall be done in accordance with the requirements of the Michigan Department of Transportation 2012 Standard Specifications for Construction Section 205 except as specified herein.

#### CONSTRUCTION

If areas of peat are exposed and directed to be undercut by the Engineer, the undercut shall follow the requirements of the Michigan Department of Transportation 2012 Standard Specifications Section 205, with the exception that the material undercut shall include peat.

#### MEASUREMENT AND PAYMENT

The complete work as measured for Subgrade Undercutting, Type II, Modified will be paid for at the contract unit price for the following contract pay items and includes all material, equipment, labor, aggregate, compaction and material disposal to complete the items.

<u>Pay Item</u> <u>Pay Unit</u> Subgrade Undercutting, Type II, Modified Cubic Yard

Areas of subgrade undercutting shall be verified and approved by Engineer prior to work being completed. Any undercut operations performed without approval from Engineer shall not be paid for.

### MICHIGAN DEPARTMENT OF TRANSPORTATION

#### SPECIAL PROVISION FOR TURF ESTABLISHMENT, PERFORMANCE

RSD:JLB 1 of 6 APPR:DMG:KJS:05-13-20

**a. Description.** For the work specified in this special provision paid for by the pay item Turf Establishment, Performance only, delete section 816 of the Standard Specifications for Construction and replace it with this special provision. The Contractor is responsible for the performance and quality of turf growth in the areas shown on the plans and as identified by the Engineer. Comply with all local, state and federal laws when completing this work.

Establish a durable, permanent, mature, perennial turf. The work consists of fundamental turf work, including but not limited to topsoiling, seeding, mulching, erosion control, maintenance, watering and repair of turf as described herein during the life of the contract and during the life of any supplemental performance bond which may ensue.

Choose and implement proven turf establishment industry practices; provide all necessary labor and equipment; select and provide all turf establishment materials; and control erosion and any subsequent sedimentation at all times.

Perform a site analysis, interpret the results and implement a turf establishment program to ensure compliance with this specification. The site analysis must take into consideration topsoil needs, fertilizer and pH requirements, seed mix, existing and future soil moisture levels, slopes and grades, required erosion control measures, maintenance requirements, local highway snow removal and deicing practices, and any other characteristics that influence and affect turf establishment.

Subsection 107.11 of the Standard Specifications for Construction is revised relative to the Contractor's responsibility for the repair of turf establishment work as follows. The Contractor is responsible, at no additional cost to the contract, for the repair of turf establishment work occasioned by storm events up to 3 inches of rain in a 24 hour period as documented by local meteorological data submitted to the Engineer for review and approval. All other portions of subsection 107.11 remain unchanged.

1. Contractor Turf Establishment Experience Requirements. Ensure weed control is done by a commercial herbicide applicator, licensed by the State of Michigan and certified by the Michigan Department of Agriculture & Rural Development (MDARD) in the appropriate category to apply herbicides. Use application procedures and materials in accordance with federal, state and local regulations. Use of restricted use chemicals is prohibited. Provide appropriate documentation and secure approval from the Engineer before application of herbicides.

At least 10 work days prior to the start of turf establishment, provide documentation to the Engineer, from the Contractor performing the turf establishment work, that they meet one or both of the following requirements.

RSD:JLB 2 of 6

- A. At least one person employed by the Contractor performing the turf establishment work and assigned to the job site has a degree or certificate in Turf Management, Horticulture or related field.
- B. At least one person employed by the Contractor performing the turf establishment work and assigned to the job site has at least 5 years of experience in roadside turf establishment.
- **b. Materials.** Provide topsoil, seed, mulch, pesticide, herbicide, mulch blanket and any other unique erosion control materials as necessary to fulfill this specification, as shown on the plans. Use additional materials, as necessary, to meet the standards set forth for turf establishment in this special provision. The use of sod on the project requires the prior approval of the Engineer and if approved, may be used at limited site locations only.

Selection of all materials is the responsibility of the Contractor with the following minimum conditions.

- 1. Soil. Provide furnished or salvaged topsoil, which may be blended compost, that will support vigorous growth. Ensure topsoil is humus bearing and placed at least 4 inches deep. Ensure it is free of stones larger than 1/2 inch (2 inches on freeway projects) in diameter and other debris. Trim and grade the finished slope in accordance with subsection 205.03.N of the Standard Specifications for Construction.
- 2. Seed. Use a seeding mixture that is composed of four or more species of perennial grass. Use only species and their cultivars or varieties which are guaranteed hardy for Michigan.

Recommended species of perennial grasses include Kentucky Bluegrass, Perennial Ryegrass, Hard Fescue, Creeping Red Fescue, Chewings Fescue, Turf-type Tall Fescue, Buffalo grass, and Alkaligrass-Fults Puccinellia distans. Select cultivars or varieties of grasses that are disease and insect resistant and of good color. Ensure that no one species in the mix is less than 5 percent, or more than 25 percent, of the mixture by weight. Do not select grass species considered noxious or objectionable, such as Quack Grass, Smooth Brome, Orchard Grass, Reed Canary Grass and others.

- A. Ensure the seed is legally saleable in Michigan. Ensure the seed product does not contain more than 10 percent inert materials. Ensure the seed source is an MDOT approved certified vender.
- B. Adapt the species and varieties of seed to the site conditions, to the site use, and to the soils, moisture and local climate. Site use may include, but is not limited to, detention pond, wildlife habitat, playground, wetlands, forested wetland, rural roadside, urban roadside and highly maintained front yard.
- C. Ensure at least two of the species in the mixture proposed to be planted within 15 feet behind the curb or the shoulder are salt tolerant.
- 3. Mulch. Mulch seeded areas with the appropriate materials for the site conditions to promote germination and growth of seed and to mitigate soil erosion and sedimentation.
  - 4. Herbicides. Comply with all federal, state and local laws. As part of the MDARD weed

control application, the Contractor is required to make proper notifications and postings in accordance with the label and MDARD requirements for all locations that will be sprayed. Notify the Engineer at least 48 hours prior to any applications being made. Furnish and apply herbicide(s) as needed. It is the Contractor's responsibility to select the herbicide(s) and the rate at which it is used. Obtain the Engineer's approval of work methods and herbicide(s) selected prior to the application of the herbicide(s). Complete a spray log and submit to the Engineer each day an application is made.

Do not draw water from any waterway (i.e. river, ditch, creek, lake etc.) located on state, county or municipal right-of-way, for mixing with herbicides.

- 5. Fertilizers. Furnish and apply fertilizer(s) as needed. It is the Contractor's responsibility to select the fertilizer(s) and the rate at which it is used. Phosphorus is allowed for use only at the time of planting and when required by soil conditions. Obtain the Engineer's approval of work methods and fertilizer(s) prior to the application of the fertilizer(s).
- 6. Water. Furnish and apply water from an approved source at a rate to promote healthy growth.
- **c. Construction.** The Contractor is responsible for all work and all construction methods used in completing this work. Implementation of any part of the standard specifications or standard plans by the Contractor does not relieve the Contractor of responsibility for acceptability of the construction methods or for the quality of the work.
  - 1. Inspection of the Work. The Contractor is responsible for all inspection of turf establishment work.

Use a Contractor's Daily Report, approved by the Engineer, to report inspections made and to document turf establishment work performed on this project. Complete and submit a Contractor's Daily Report to the Engineer when any work performed under this special provision is in progress.

Include all necessary materials documentation including tests slips, certifications, etc. with the associated Contractor's Daily Report.

The Engineer will determine the acceptability of the Contractor's Daily Report in terms of the completeness and accuracy. The Engineer reserves the right to verify all submitted measurements and computations. Failure by the Contractor to submit acceptable and timely reports to the Engineer may result in withholding of progress pay estimates on turf-related items until such time as reports are submitted and deemed acceptable.

The Engineer reserves the right to inspect the project for any reason in accordance with subsection 104.01 of the Standard Specifications for Construction, including the fulfillment of other inspection requirements such as Soil Erosion and Sedimentation Control, NPDES, etc. Inspections made by the Engineer do not relieve the Contractor of the responsibility for inspections required by this special provision or the Contractor's responsibilities for erosion control and turf establishment.

2. Erosion Control. Control erosion at all times in accordance with section 208 of the Standard Specifications for Construction. Control of soil erosion is the responsibility of the Contractor. However, ensure sedimentation controls are placed as shown on the plans or as

directed by the Engineer. Continuously monitor the site for needed erosion repair from any cause as addressed in the contract. Return all eroded areas to original grade as detailed in the contract.

Take immediate corrective action if sedimentation occurs in drainage structures or any watercourse or water containment area and stabilize all disturbed areas contributing to this sedimentation within 24 hours after the erosion occurrence. Remove sediment deposited as a result of the Contractor's inability to control the soil erosion at the Contractor's expense.

Reimburse the Department for any costs levied against the Department, such as fines, environmental costs, costs for remedies required, or any other costs as a result of the Contractor's failure to comply with this special provision and with federal, state and local laws.

3. Erosion Repair. The Contractor is responsible for all repairs and liable for all consequences (legal, monetary or other) associated with erosion or sedimentation damage to finished or unfinished work.

Report all erosion occurrences and the repairs made by the Contractor to the Engineer in the format and at the frequency required by the Engineer. Repair any erosion, displacement or disturbance to ongoing or completed work by any cause at no additional cost to the contract unless otherwise noted herein.

The Contractor is responsible and liable for all traffic control and safety measures required to repair and protect damaged turf areas. Repair any eroded area that may affect the support of the roadbed or safety of the public within 24 hours of the erosion occurrence.

Place protective devices such as barriers, directional signs/signals, temporary fence, or any other safety measures immediately after any erosion damage occurs that has the potential of endangering the public. In these instances, provide the Engineer with a written summary of the immediate action taken describing the repairs made and the safety measures taken, within 24 hours of the occurrence of the damage.

- 4. Mowing and Weeding. Maintain turf to a visually appealing level, and not more than 8 inches in height at any time, prior to acceptance. Weeds must be controlled to less than 10 percent of the turf establishment area at all times during construction.
  - 5. Final Acceptance and Supplemental Performance Bond.
  - A. Final Acceptance Parameters. Ensure before final acceptance of the turf establishment work, all of the following minimum parameters are met throughout all exposed areas of the project designated on the plans or identified by the Engineer as turf establishment areas: there must be no exposed bare soil and the turf must be fully germinated, erosion free, weeds less than 10 percent, disease free, dark green in color and in a vigorous growing condition.

The Engineer will notify the Contractor of the dates and times of all acceptance inspections. The Contractor may accompany the Engineer during these inspections. If the Contractor does not agree with the decision made by the Engineer, the Contractor may request an inspection by a mutually agreed upon third party (Michigan State University Extension service or other). A joint inspection, to include the Engineer, the Contractor, and the third party, will be scheduled by the Engineer. Pay all expert fees and

expenses charged by the third party.

B. Supplemental Performance Bond. In the event that all contract items of work are completed, including the placement of all turf establishment items of work, and the final acceptance of the project is delayed because the final acceptance parameters for the turf establishment work have not been fully met; the Contractor may propose to the Engineer the use of a supplemental performance bond.

The bond serves to secure the successful completion of turf establishment work and fulfillment of all final acceptance parameters for the turf establishment work. Ensure the supplemental performance bond, in all respects, is satisfactory and acceptable to the Department and executed by a surety company authorized to do business with the State of Michigan.

Ensure the bond is in an amount equal to 50 percent of the turf establishment work items covered by this special provision. Ensure the bond remains in place for two growing seasons. At the discretion of the Engineer, the bond may be reduced on a prorated basis as portions of the areas designated for turf establishment on the project meet the final acceptance parameters.

Prior to commencement of any work necessary to meet the acceptance parameters during the bonded period, the Contractor must apply for a permit to work within the right-of-way through the <a href="MDOT Permit Gateway">MDOT Permit Gateway</a>. The permit fee and an individual permit performance bond will not be required. The permit insurance requirements, however, will be required.

**d. Measurement and Payment.** The completed work, as described, will be measured and paid for as part of related items.

**Turf Establishment, Performance** includes installing, maintaining, inspecting, repairing and meeting the acceptance parameters for turf establishment specified in this special provision, including preparation, updating and submittal of the Contractor's Daily Reports.

Repairs made to damaged turf establishment areas as a result of a documented storm by local meteorological data resulting in rainfall amounts of more than 3 inches in a 24 hour period will be paid for as an increase to original quantities in accordance with subsection 109.05 of the Standard Specifications for Construction.

The following schedule of payment applies to work performed in accordance with this special provision. Upon completion of topsoil surfacing stage, 50 percent of the authorized amount for **Turf Establishment, Performance** will be paid to the Contractor. The remaining 50 percent of the authorized amount will be paid upon completion of all other work necessary to comply with this special provision and to meet all final acceptance parameters for **Turf Establishment, Performance** or at such time as the supplemental performance bond is accepted by the Department.

The supplemental performance bond and all costs associated with turf establishment work performed during the duration of the performance bond will not be paid for separately. These

costs which may include, but are not limited to, mobilization, traffic control devices, and the required permit insurance are included in the unit price bid for **Turf Establishment, Performance.** 

City of Owosso/CW Page 1 of 9 4/9/2021

#### **DESCRIPTION**

This work shall consist of installing water main and appurtenances in accordance with the plans, this special provision, AWWA, MDEQ, and the MDOT 2012 Standard Plans and Specifications. This shall include all labor, equipment, and materials to complete the work.

For the protection of underground utilities and in conformance with Public Act 174 of 2013, the Contractor shall contract the Miss Dig system, Inc. by phone at 811 or 800-482-7171 or via the web at either elocate.missdig.org for single address or rte.missdig.org, a minimum of 3 business days prior to excavation, excluding weekends and holidays.

The Department of Public Works can assist the Contractor in locating existing water service leads and mains. All removed valves and hydrants shall be salvaged and returned to the Department of Public Works.

The Contractor shall contact the Engineer to schedule work interfering with existing water service. Temporary shut off of service shall be obtained from the Department of Public Services.

A service charge of \$1,000 will be required at time of permit application. This fee includes the minimum charge of \$50 for 5,000 bulk gallons of water, plus additional charges of \$10 per 1,000 gallons consumed in excess of the minimum quantity. Owosso Water System personnel will attach a water meter and RPZ backflow preventer to the hydrant for Contractor use. If the water meter and RPZ is returned in good operating condition, the Contractor will receive a \$450 refund, less additional water consumed in excess of minimum quantity.

#### **MATERIALS**

All materials supplied by the Contractor shall be new, meeting minimum specifications of American Water Works Association (AWWA) Standards, and special provisions as delineated by the City of Owosso. All materials shall be lead free as defined by the USEPA Safe Drinking Water Act, in that; "All pipes, pipe fittings, plumbing fittings, and fixtures that are used for potable water must comply with the lead free requirement and must bear the mark NSF/ANSI Standard 61, Annex G or NSF 61-G."

Michigan and United States of America products shall be used whenever possible.

City of Owosso/CW Page 2 of 9 4/9/2021

#### Curb Stops/Boxes, Taps, and Services

The water service piping shall be 1" copper tubing, Type K, annealed, in accordance with ASTM B88. The fittings shall conform to ASTM B16.26, cast bronze. Joints of the copper tubing shall be flared. All water services to be constructed 90 degrees from water main to curb-stop/meter pit.

#### Taps – Ductile Iron Pipe:

- 1. For <sup>3</sup>/<sub>4</sub> inch residential service tap, no saddle required. Use Ford F-1000-3-Q-NL, taped thread x CTS QJ or approved equal (Note: 1-inch minimum now required)
- 2. For 1 inch residential service tap, no saddle required. Use Ford #F-1000-4-Q-NL or approved equal
- 3. For larger than 1 inch service tap, use Ford #F series as appropriate or approved equal.

#### Taps – PVC Pipe:

1. Use Power Seal stainless steel saddle Model 3417AS or approved equal for 4" to 24" diameter pipe.

#### Clamps:

Use Ford Tapped Repair Clamps – FS1 – XXX - 12.5 - CC4 – SS or approved equal. All clamps used must be stainless steel.

#### Curb stops/boxes shall follow below:

- 1. Curb Stops shall be manufactured by Ford, Model #B-44-333-Q-NL or approved equal for <sup>3</sup>/<sub>4</sub> inch ball- stop, and Model #B-44-444-Q-NL or approved equal for 1 inch ball-stop. Female thread x CTS QJ or CTS QJ x CTS QJ.
- 2. Curb Stops shall be 5' 6" deep.
- 3. Curb Stop Boxes shall be the Standard Buffalo patterns and all parts of the same, including extension sections, shall be interchangeable and fit up with corresponding parts of other Standard Buffalo pattern boxes.
- 4. Internal diameter of base shaft shall be 2-1/2 inches for (3/4 inch and 1 inch curb stop).
- 5. The boxes shall be cast iron, suitable coated to resist corrosion and the casting shall be smooth and free of any imperfections.
- 6. The covers shall overlap and fit outside the rim of the upper section, and they shall have a horseshoe-shaped groove in them to receive the bolt head and the word "water" embossed on the top surface.
- 7. All boxes shall be Tyler 6500 (2-1/2" Boxes) Series or approved equal.

City of Owosso/CW Page 3 of 9 4/9/2021

Curb Stops/Boxes <u>installed into concrete</u> shall have a barrier/insulation material to keep the box and riser pipe from making contact with concrete to avoid movement from expansion. Barrier material shall be placed from the surface grade, and down through depth of concrete plus three (3) inches. Barrier material should be a minimum ½ inch and not more than ½ inch thick. Material shall consist of a dense felt, rubber, or foam rubber suitable for exterior use.

#### Tracer Wire and Boxes

Tracer wire shall be #10 AWG polyethylene coated steel core copper wire, attached to pipe by tape or other approved means, and manufactured by Copperhead Industries, LLC – Copperhead Reinforced Tracer Wire, or approved equal. Tracer wire connectors must contain a dielectric waterproof and corrosion proof sealant, lock shut, and be color coded blue. (See MRWA Detail as Attached)

Tracer wire boxes shall be magnetized, with a direct connection to tracer wire without removing the cover, be color coded, and have a locking cover. Boxes shall be installed at every fire hydrant isolation valve (separate from the valve riser), and at every distribution water main isolation valve (separate from the valve riser) and shall be Copperhead Industries, LLC – Snake-Pit Magnetized Tracer Box, or equal.

City of Owosso/CW Page 4 of 9 4/9/2021

#### **CONSTRUCTION METHODS**

Methodology of Installation of Non-Standard (lead and/or galvanized) Water Service Lines

1. Non-standard (lead and galvanized pipe) water service lines may exist between the water main and the curb stop box or between the curb stop box and water meter located inside the house or in a meter pit outside the house/building. In other instances, the entire water service line from the water main to the meter consists of non-standard material. Except for excavation necessary to expose the water main and curb box, service lines shall be installed by use of trenchless technology methods otherwise approved by the engineer. The new service line shall be solid pipe not containing any splices. The method used for replacing the lead and galvanized services shall be by cable method, which involves the use of a cable placed inside the existing lead or galvanized service line with the new replacement copper line attached on the other side. The cable is then pulled using a winch or backhoe bucket to remove the old service line between the main and curb stop box and between the curb stop box and the building. If, in the opinion of the engineering, the old service line cannot be removed by the cable method, the new service line shall be installed by use of boring equipment. During the water service installation process, all valves service the house/building shall be turned off to prevent particles from entering the water system. Upon commencing work on any segment of a lead or galvanized service line, either from the water main to curb stop valve or from the curb stop valve to the building, neither segment of the water service line shall be used for water service until all segments of nonstandard service line are replaced. All joints, fittings, and valve connections shall be exposed during a test period. The vendor will contact the engineer for an inspection to be performed to ensure that work has been done correctly and to properly record the work for the City's records.

City of Owosso/CW Page 5 of 9 4/9/2021

- 2. Replacement of Non-Standard Service Lines
  - A. Case #1: Non-Standard Service Line between the Curb Stop and Building

For non-standard lines located between the existing curb stop box and building, the contractor shall excavate the curb stop box, which typically located near the sidewalk or property line. The water service line inside the building on the inlet side of the water meter shall also be disconnected by the contractor. The opening in the wall at the location where the service line extends through the foundation of the building shall then be enlarged by the contractor if necessary. The new copper service line will then be installed between the building and curb stop box using the cable or other approved method. The contractor shall extend the new service line into the building and connect the line to the water meter. If it is necessary to use boring equipment to install the service line, the boring equipment shall bore through the foundation/basement wall of the structure and the old service line shall be abandoned on the inside of the basement wall be removing at least two (2) inches of the lead or galvanized service lines from within the basement wall, filling the interior of the remaining pipe with mortar. If it becomes necessary for the contractor to excavate on the outside of the building foundation to facilitate installation of the water service line, such work shall be completed in a manner that causes the least amount of disruption to yard areas and other locations near the building. The contractor will contact the engineer in order for an inspection to be performed to ensure that work has been done correctly and to properly record the work for the City's records.

#### B. Case #2: Non-Standard Service Lines between Water Main and Curb Stop Box

For non-standard service lines located between the water main and curb stop box, the contractor shall excavate the service line at two locations: at the water main, which is typically located beneath the street pavement, and the curb stop box, typically located near the sidewalk. The old service line will then be disconnected to at the water main and the curb stop and a new copper service line is then installed using cable or boring method. The new copper service line will then be connected to the existing water main using a stainless steel clamp with 1" opening placed over existing tap along with appropriate adaptors and fittings. If the existing corporation is determined to be unfit for re-use by the engineer, a new tap in the water main shall be made with a new corporation. If a standard service line (copper) existing between the curb stop box and the building, the contractor will connect the new service line to the existing curb stop after first flushing the new service line from the water main to curb stop.

City of Owosso/CW Page 6 of 9 4/9/2021

#### C. Case #3: Non-Standard Water Service Ling between Water Main and Building

Where the entire water service line from the water main to the building consists of non-standard materials, the contractor shall follow the installation procedures described above and also install a new curb stop valve and curb stop box near the sidewalk at a location approved by the engineer. The contractor shall contact the engineer in order for an inspection to be performed to ensure that work has been done correctly and to properly record the work for the City's records. The partial replacement of non-standard water services in not allowed.

In all cases, prior to reconnecting the water meter, the new service line shall be thoroughly flushed with sufficient water volume and velocity to remove all foreign material from the pipe. If material within the pipe damages or plugs a customer's meter or service piping, the contractor shall be responsible for the cost of all repairs to the service line and related plumbing. After reconnection of the service line, an outside faucet shall be turned on for a period of at least two minutes to further flush any foreign material from the service line.

#### 3. Excavation

The contractor shall furnish all labor, equipment, and materials necessary to expose all parts of the water service system necessary to replace the existing water service line. Except where otherwise approved by the Engineer, the contractor will cut pavement/sidewalk to an appropriate dimension to carry out the appropriate repair, and the excavation and installation process shall be performed in a manner to allow placement of new service lines at a final depth of five (5) to six (6) feet below finished grade regardless of the depth of the existing water service or water main. Except otherwise approved by the Engineer, all excavations necessary to complete the water service replacement (under roadways, curbs, driveways, approaches, and sidewalks) must follow the utility trench details and the Class II sand backfill must be compacted to 95% of the material's maximum density. All such excavations shall be capped off by placing 8 inches of 21AA crushed limestone matching the existing asphalt base course bottom elevation. Temporary restorations will be maintained at the contractor's expense until the contractor has performed final restoration. All excavations within the lawn/green belt areas are to be backfilled with the excavated materials, well graded, and free of any debris. These excavations will be filled to the level of the adjacent ground and left smooth. When weather permits, the top three (3) inches of backfill material shall be removed and three (3) inches of screened topsoil will be placed in the excavation. Seed and mulch shall be placed per manufactures recommendations.

City of Owosso/CW Page 7 of 9 4/9/2021

#### Notification to Residents of Water Service Shutdowns

- 1. In situations where the water supply needs to be shut down to make a new service connection tap, the Contractor shall give a minimum 48 hour notice for connection to potable water system.
- 2. The City will determine affected area of planned water supply service interruption, and send out notices 24 hours prior to planned water service interruption.
- 3. Prior to planned water supply shut off, Contractor shall have performed a thorough investigation and review of necessary parts and components adequately sized, and available on site at time of connection to the potable water supply, to avoid unnecessary lengthy water service interruptions to residents and businesses. Water shall not be shut off over night. The Contractor shall work until water is back on for the resident(s).

#### Scheduling of Service Line Replacements with Residents

- 1. The City will give the awarded contractor a list of the residents whose lines are to be replaced.
- 2. The contractor shall initiate communication with the resident to schedule a time for their water service line to be replaced that is satisfactory with the resident. The city will provide assistance as needed with getting contact information for the resident.
- 3. If the contractor is unable to establish communication with the resident, the contractor shall place a door hanger at the property owner's dwelling/business. The door hangers shall be approved by the City prior to their placement.
- 4. The contractor shall notify the City at least one week in advance of water service line replacement at each location.

#### **Plumbing Inspections**

- 1. For Case #1 and #3 Replacements, where a new water service line is connected inside the building, a licensed plumber shall be required to make the connection inside the building.
- 2. The licensed plumber shall obtain a plumbing permit and coordinate inspection with the City of Owosso Building Department. The plumbing permit fee is \$90 per location. The cost of the permit fee shall be included in part of related items.

# CITY OF OWOSSO SPECIAL PROVISION FOR WATER SERVICE LINE INSTALLATION

City of Owosso/CW Page 8 of 9 4/9/2021

## **PAY ITEMS**

The completed work of water main installation will be paid for at the contract unit prices for the actual quantity of the following contract items (pay items) actually constructed.

<u>Pay Items</u>	PAY UNIT
Water Service, Case 1, inch, Curb Stop to Water Meter	Ft
Water Service, Case 2, inch, Main to Curb Stop	Ft
Water Service, Case 3, inch, Full Service, Main to Meter	Ft
Failed Attempt, Cable Method	Ea
Failed Attempt, Boring Method	Ea
Water Main Tap	Ea

Payment for Water Service, Case 1, \_\_ inch, Curb Stop to Water Meter: This shall include the installation of the copper water service lines and shall be paid at the contract unit price per foot of service line from the curb stop box to the water meter. The placement of this new copper water service line shall follow the method order written in the construction methods section. This item shall include all machinery, labor, and materials necessary to complete the installation of the copper water service line. This includes, but is not limited to, backfill, compaction, surface restoration of non-paved areas, coring and sealing the foundation walls, and excavation at the exterior of the foundation wall.

Payment for Water Service, Case 2, \_\_inch, Main to Curb Stop: This shall include the installation of the copper water service lines and shall be paid at the contract unit price per foot of service line from the water main to the curb stop box. The placement of this new copper water service line shall follow the method order written in the construction methods section. This item shall include all machinery, labor, and materials necessary to complete the installation of the copper water service line. This includes, but is not limited to, backfill, compaction, surface restoration of non-paved areas, coring and sealing the foundation walls, and excavation at the exterior of the foundation wall.

Payment for Water Service, Case 3, \_\_ inch, Full Service, Main to Meter: This shall include the installation of the copper water service lines and shall be paid at the contract unit price per foot of service line from the water main to the water meter. The placement of this new copper water service line shall follow the method order written in the construction methods section. Replacement of the Curb Sop Box will be included into this payment item. This item shall include all machinery, labor, and materials necessary to complete the installation of the copper water service line and the replacement of the curb stop box. This includes, but is not limited to, backfill, compaction, surface restoration of non- paved areas, installation of new curb stop box, installation of new curb stop valve, coring and sealing the foundation walls, and excavation at the exterior of the foundation wall.

# CITY OF OWOSSO SPECIAL PROVISION FOR WATER SERVICE LINE INSTALLATION

City of Owosso/CW Page 9 of 9 4/9/2021

Payment for **Failed Attempt, Cable Method**: This pay item is for when the attempt to replace the water service line using the "Cable Method" is unsuccessful in the opinion of the engineer. If the "Cable Method" can be declared unsuccessful if and only if the engineer declares that it is unsuccessful then which the "Boring Method" should be attempted next in the replacement of the water service line. All costs associated with attempting to remove the existing water service line shall be included in this pay item. Payment will be based on "EACH" location where the use of the "Cable Method" is unsuccessfully attempted.

Payment for **Failed Attempt, Boring Method**: This pay item is for when the attempt to replace the water service line using the "Boring Method" is unsuccessful in the opinion of the engineer. If the "Boring Method" can be declared unsuccessful if and only if the engineer declares that it is unsuccessful then which the water service line will be installed in an open trench. All costs associated with attempting to remove the existing water service line shall be included in this pay item. Payment will be based on "EACH" location where the use of the "Boring Method" is unsuccessfully attempted.

Payment for **Water Main Tap**: This shall include all labor, materials, and equipment necessary to install a new water main tap and corporation. Payment will be based on "EACH".

# SPECIAL PROVISION FOR WATER METER PIT, REM

City of Owosso/GC 1 of 1 April, 2020

- **a. Description.** Work consists of removing existing meter pits as required in the Contract Documents and as directed by the City of Owosso and Engineer. This work includes furnishing all labor, equipment, and material required for the excavation, removal, salvaging, disposal of removed materials, backfilling, and all related work necessary to complete the water meter pit removal.
- **b. Materials.** The City of Owosso shall have right of refusal on all meter pit materials. All other material shall be properly disposed of off site by the Contractor.
- **c. Construction.** The City of Owosso will remove the meter and meter transmission unit (MTU) from the existing meter pit and reinstall in the new meter pit. The Contractor shall not remove or handle the existing water meter or the meter transmission unit.

Remove all portions of the existing meter pit only after the new meter pit is installed and in service. The City of Owosso will inspect and advise on the materials desired to be salvaged during the removal of the existing meter and meter transmission unit. Salvaged materials will be picked up on site by the City of Owosso.

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

Pay Item Pay Unit

Water Meter Pit, Rem Each

Water Meter Pit, Rem will be measured in place by the unit Each and will be paid for at the contract unit price per Each, which price shall be payment in full for all labor, materials, and equipment necessary to complete this work. The unit price shall include coordinating meter removal and installation with City of Owosso; excavation; removal and disposal; providing, placing, and compacting backfill; and salvaging existing materials as directed.

Installation of new or replacement meter pit shall be paid for as Supply & Install Meter Pit, Complete.

# SPECIAL PROVISION FOR SUPPLY & INSTALL METER PIT, COMPLETE

City of Owosso/GC 1 of 2 January, 2022

- **a. Description.** Work consists of the installation of a new water meter pit or replacement of an existing water meter pit, as required in the Contract Documents and as directed by the City of Owosso and Engineer. This work includes furnishing all labor and equipment required for the excavation, installation, backfilling, and all related work necessary to complete the water meter pit installation.
- **b. Materials.** Water meter pits are to be installed in lawn areas that are not subject to vehicular traffic.

Water meter pit materials are identified on the Typical Meter Pit Detail on the following page. The City of Owosso will provide all new materials for the installation of the meter pits. Contractor shall claim the value of materials on their taxes and shall pay a 6% use tax on the value of the materials.

**c. Construction.** Construct meter pit in accordance with the Typical Meter Pit Detail. The City of Owosso will pull the existing meter from the meter pit to be removed and reinstall the meter in the new pit. The Contractor shall not handle or install the water meter or the meter transmission unit (MTU).

The City of Owosso will assist with the installation of the first couple of meter pits.

Existing meter pits may be eliminated with the meter being reinstalled inside the dwelling if determined feasible by the City of Owosso. All meter installs will be completed by the City.

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

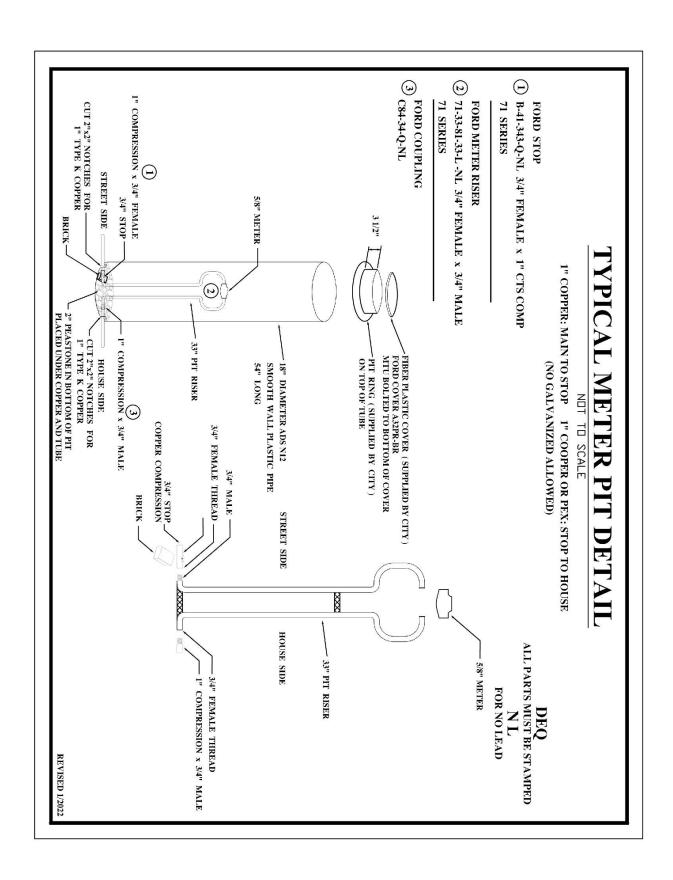
Pay Item Pay Unit

Supply & Install Meter Pit, Complete will be measured in place by the unit Each and will be paid for at the contract unit price per Each, which price shall be payment in full for all labor, incidental material, and equipment necessary to complete this work. The unit price shall include verifying location of existing water service; notification of temporary service disruption; coordinating meter install with City of Owosso; picking up new materials from City of Owosso; excavation; bedding, installing meter pit; providing, placing, and compacting backfill; disposal of excess material; and adjustment of meter pit to finished grade. Materials shall be provided by City of Owosso at no charge to Contractor.

Removal of existing meter pit shall be paid for as Water Meter Pit, Rem.

Supply & Install Meter Pit, Complete

Each



# TYPICAL HORIZONTAL IN LINE METER DETAIL

NOT TO SCALE

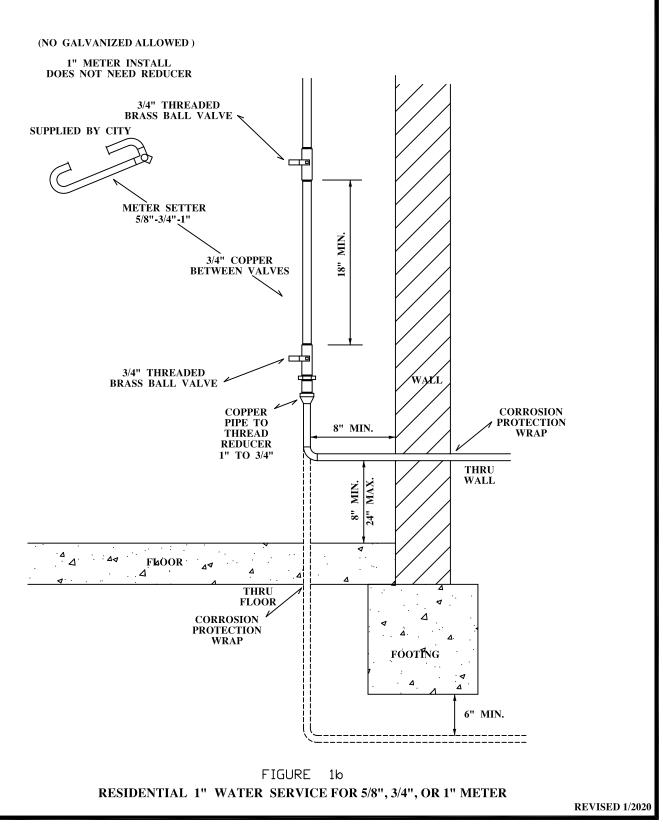
(NO GALVANIZED ALLOWED) 1" METER INSTALL DOES NOT NEED REDUCER METER COUPLINGS SUPPLIED BY CITY 1" TO 3/4" REDUCER REQUIRED CORROSION BEFORE METER PROTECTION 8" MIN. WRAP **THRU** WALL MAX. XIIX ALL FITTINGS I MUST BE BRASS FEMALE THREADS FOR CITY TO HOOKUP <u>.</u> METER COUPLINGS FLOOR · . . 4 THRU **FLOOR** CORROSION / PROTECTION WRAP FOOTING 6" MIN.

FIGURE 1a
RESIDENTIAL 1" WATER SERVICE FOR 5/8", 3/4", OR 1" METER

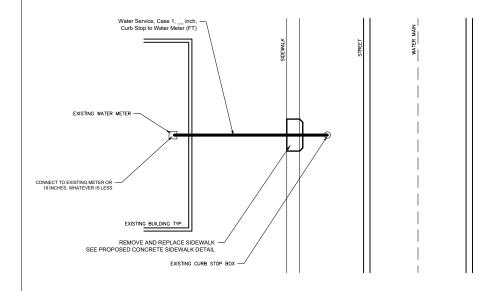
REVISED 1/2020

# TYPICAL VERTICAL IN LINE METER DETAIL

NOT TO SCALE



# CASE #1 TYP. - CURB STOP TO WATER METER



#### NOTES

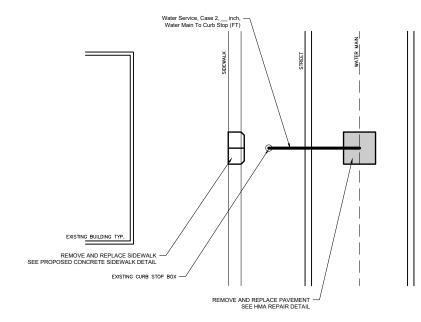
- 1.) EXCAVATE AT EXISTING CURB STOP BOX A MINIMUM OF 2 FEET IN EACH DIRECTION. TEMPORARILY REMOVE CURB STOP BOX/VALVE.
- 2.) SAWCUT/REMOVE 10 FEET OF EXISTING SIDEWALK, PAID FOR AS Sidewalk, Rem. CONTRACTOR SHALL MAINTAIN THE AREA WITH MAINTENANCE GRAVEL UNTIL NEW CONCRETE CAN BE POURED. COST FOR MAINTENANCE GRAVEL SHALL BE INCIDENTAL TO THE PROJECT AND NOT PAID FOR SEPARATELY.
- 3.) THE CONTRACTOR SHALL ATTEMPT TRENCHLESS INSTALLATION OF NEW WATER SERVICE LINE (CABLE METHOD, THEN BORING METHOD) FIRST. IF THESE METHODS FAIL, THE SERVICE LEAD SHALL BE PLACED IN AN OPEN TRENCH.
- 4.) FAILED ATTEMPTS AT TRENCHLESS INSTALLATION (CABLE/BORED) SHALL BE PAID FOR AS Failed Attempt Cable Method OR Failed Attempt Boring Method.
- 5.) THE NEW WATER SERVICE LINE SHALL EXTEND TO THE EXISTING WATER METER OR 18 INCHES, WHATEVER IS LESS. SHUT OFF VALVES SHALL BE INSTALLED WHERE NEEDED. COST SHALL BE INCLUDED WITH THE WATER SERVICE PAT ITEM AND NOT PAID FOR SEPARATELY.
- 6.) ALL NON-PAVED DISTURBED AREAS SHALL BE RESTORED WITH TURF. COST SHALL BE INCLUDED IN THE WATER SERVICE LINE PAY ITEM AND NOT PAID FOR SEPARATELY.

### CASE #1 SERVICE LEAD QUANTITIES (FOR INFORMATION ONLY)

Address	Existing Material Type	Copper Service Lead (FT)	Notes	Address	Existing Material Type	Copper Service Lead (FT)	Notes
828 S Ball	Galvanized	40	Install Meter Pit	709 Lincoln	Galvanized	30	
622 S Chipman	Galvanized	40	Replace Meter Pit	715 Lincoln	Galvanized	25	Replace Meter Pit
710 S Chipman	Galvanized	50	Replace Meter Pit	723 Lincoln	Galvanized	20	
622 Clark	Galvanized	50		724 Lincoln	Unknown	45	
720 Elmwood	Galvanized	100		1225 Mack	Galvanized	35	
525 Grace	Galvanized	35	DPW to install meter in Basement	904 Monroe	Copper/Galvanized	40	Replace Meter Pit
533 Grace	Galvanized	40	Replace Meter Pit	300 W North	Galvanized	55	
604 Grace	Galvanized	50	Replace Meter Pit	490 W North	Galvanized	70	
609 Grace	Copper/Galvanized	60		503 W North	Pex/Galvanized	45	
612 Grace	Galvanized	45	Replace Meter Pit	1217 Pearce	Galvanized	55	Replace Meter Pit
702 Grace	Galvanized	50	Replace Meter Pit	114 W Ridge	Copper/Galvanized	40	Install Meter Pit
706 Grace	Galvanized	45	Replace Meter Pit	1007 S Shiawassee	Galvanized	45	
710 Grace	Galvanized	40	Replace Meter Pit	213 E Stewart	Galvanized	35	Install Meter Pit
313 Lafayette	Galvanized	45		227 W Stewart	Galvanized	25	Install Meter Pit



# CASE #2 TYP. - WATER MAIN TO CURB STOP



NOTES

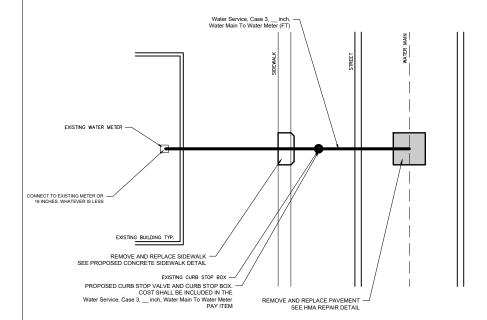
- 1.) EXCAVATE AT EXISTING CURB STOP BOX A MINIMUM OF 2 FEET IN EACH DIRECTION. TEMPORARILY REMOVE CURB STOP BOX/VALVE.
- 2.) SAWCUT/REMOVE 10 FEET OF EXISTING SIDEWALK, PAID FOR AS Sidewalk, Rem. CONTRACTOR SHALL MAINTAIN THE AREA WITH MAINTENANCE GRAVEL UNTIL NEW CONCRETE CAN BE POURED. COST FOR MAINTENANCE GRAVEL SHALL BE INCIDENTAL TO THE PROJECT AND NOT PAID FOR SEPARATELY.
- 3.) SAWCUT/REMOVE PAVEMENT OVER EXISTING WATERMAIN, PAID FOR AS HMA, Rem. CONTRACTOR SHALL MAINTAIN THE AREA WITH MAINTENANCE GRAVEL UNTIL NEW PAVEMENT CAN BE PLACED. COST FOR MAINTENANCE GRAVEL SHALL BE INCIDENTAL TO THE PROJECT AND NOT PAID FOR SEPARATELY. ADDITIONAL QUANTITY FOR CURB REMOVAL AND REPLACEMENT ARE INCLUDED TO BE USED AS DIRECTED BY THE ENGINEER.
- 4.) THE CONTRACTOR SHALL ATTEMPT TRENCHLESS INSTALLATION OF NEW WATER SERVICE LINE (CABLE METHOD, THEN BORING METHOD) FIRST. IF THESE METHODS FAIL, THE SERVICE LEAD SHALL BE PLACED IN AN OPEN TRENCH.
- 5.) FAILED ATTEMPTS AT TRENCHLESS INSTALLATION (CABLE/BORED) SHALL BE PAID FOR AS Failed Attempt Cable Method OR Failed Attempt Boring Method.
- 6.) ALL NON-PAVED DISTURBED AREAS SHALL BE RESTORED WITH TURF. COST SHALL BE INCLUDED IN THE WATER SERVICE LINE PAY ITEM AND NOT PAID FOR SEPARATELY.

## CASE #2 SERVICE LEAD QUANTITIES (FOR INFORMATION ONLY)

		,	TOR SELFRICTEET.	
Address	Existing Material Type	Copper Service Lead (FT)	Water Main Size and Material	Notes
810 S Ball	Lead	30	6" C.I.	Install Meter Pit
826 S Ball	Lead	30	6" C.I.	Install Meter Pit
742 Broadway	Lead	40	6" C.I.	
1208 Broadway	Lead	30	6" C.I.	
124 S Cedar	Lead	40	6" C.I.	Install Meter Pit
526 S Chipman	Lead	45	12" C.I.	
612 S Chipman	Lead	45	12" C.I.	
624 S Chipman	Lead	45	12" C.I.	
628 S Chipman	Lead	45	12" C.I.	Install Meter Pit
718 S Chipman	Lead	35	6" C.I.	Install Meter Pit
108–110 N Elm	Lead	10	4" C.I.	Install Meter Pit
112/114 N Elm	Lead	15	4" C.I.	Install Meter Pit
118 N Elm	Lead	15	4‴ C.II.	Install Meter Pit
202/204 N Elm	Lead	15	4‴ C.I.	Install Meter Pit
223 N Elm	Lead	30	4" C.I.	Install Meter Pit
401 Grace	Lead	90	6" C.I.	
412 Grace	Lead	15	6" C.I.	
424 Grace	Lead	10	6" C.I.	
120 Oakwood	Lead	20	4‴ C.II.	
1105 Pearce	Lead	10	6" C.I.	
1107 Pearce	Lead	10	6" C.I.	
120 W Ridge	Lead	20	6" C.I.	
121 W Stewart	Lead	45	4" C.I.	Install Meter Pit
315 W Stewart	Lead	40	4" C.I.	Install Meter Pit
317 W Stewart	Lead	40	4" C.I.	
329 W Stewart	Lead	45	4" C.I.	
415 W Stewart	Lead	50	6" C.I.	
427 W Stewart	Lead	50	6" C.I.	
758 Woodlawn	Lead	35	4" C.I.	DPW to Install Meter in Basement



# CASE #3 TYP. - WATER MAIN TO WATER METER

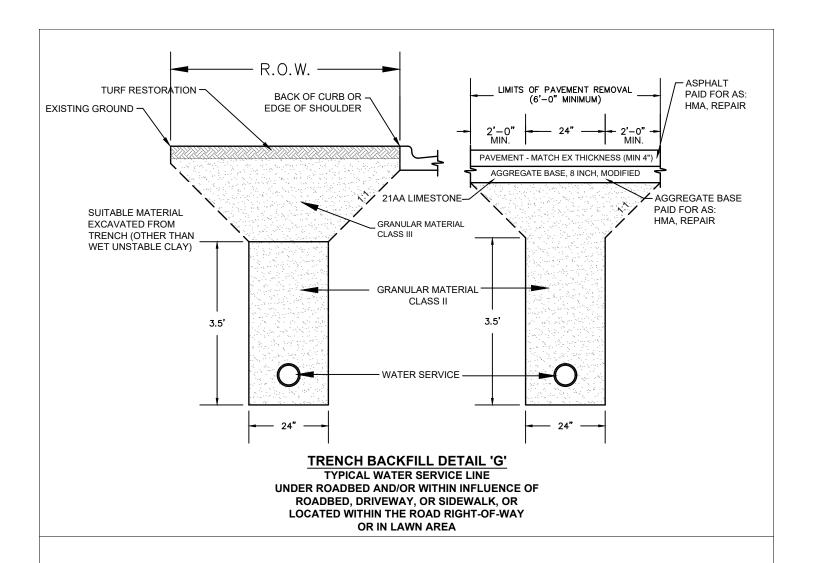


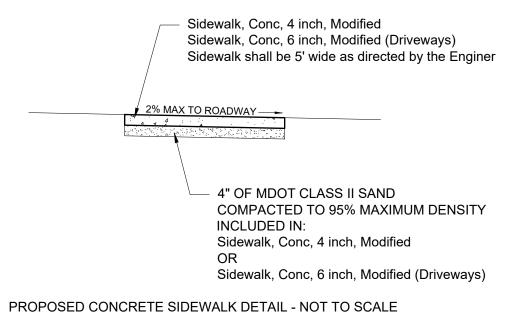
NOTES

- 1.) EXCAVATE AT EXISTING CURB STOP BOX A MINIMUM OF 2 FEET IN EACH DIRECTION. TEMPORARILY REMOVE CURB STOP BOX/VAI VE.
- 2.) SAWCUT/REMOVE 10 FEET OF EXISTING SIDEWALK, PAID FOR AS SIdewalk, Rem. CONTRACTOR SHALL MAINTAIN THE AREA WITH MAINTENANCE GRAVEL UNTIL NEW CONCRETE CAN BE POURED. COST FOR MAINTENANCE GRAVEL SHALL BE INCIDENTAL TO THE PROJECT AND NOT PAID FOR SEPARATELY.
- 3.) SAWCUT/REMOVE PAVEMENT OVER EXISTING WATERMAIN, PAID FOR AS HMA, Rem. CONTRACTOR SHALL MAINTAIN THE AREA WITH MAINTENANCE GRAVEL UNTIL NEW PAVEMENT CAN BE PLACED. COST FOR MAINTENANCE GRAVEL SHALL BE INCIDENTAL TO THE PROJECT AND NOT PAID FOR SEPARATELY. ADDITIONAL QUANTITY FOR CURB REMOVAL AND REPLACEMENT ARE INCLUDED TO BE USED AS DIRECTED BY THE FIGINFER.
- 4.) THE CONTRACTOR SHALL ATTEMPT TRENCHLESS INSTALLATION OF NEW WATER SERVICE LINE (CABLE METHOD, THEN BORING METHOD) FIRST. IF THESE METHODS FAIL, THE SERVICE LEAD SHALL BE PLACED IN AN OPEN TRENCH.
- 5.) FAILED ATTEMPTS AT TRENCHLESS INSTALLATION (CABLE/BORED) SHALL BE PAID FOR AS Failed Attempt Cable Method OR Failed Attempt Boring Method.
- 6.) THE NEW WATER SERVICE LINE SHALL EXTEND TO THE EXISTING WATER METER OR 18 INCHES, WHATEVER IS LESS. SHUT OFF VALVES SHALL BE INSTALLED WHERE NEEDED. COST SHALL BE INCLUDED WITH THE WATER SERVICE PAT ITEM AND NOT PAID FOR SEPARATELY.
- 7.) ALL NON-PAVED DISTURBED AREAS SHALL BE RESTORED WITH TURF. COST SHALL BE INCLUDED IN THE WATER SERVICE LINE PAY ITEM AND NOT PAID FOR SEPARATELY.

### CASE #3 SERVICE LEAD QUANTITIES (FOR INFORMATION ONLY)

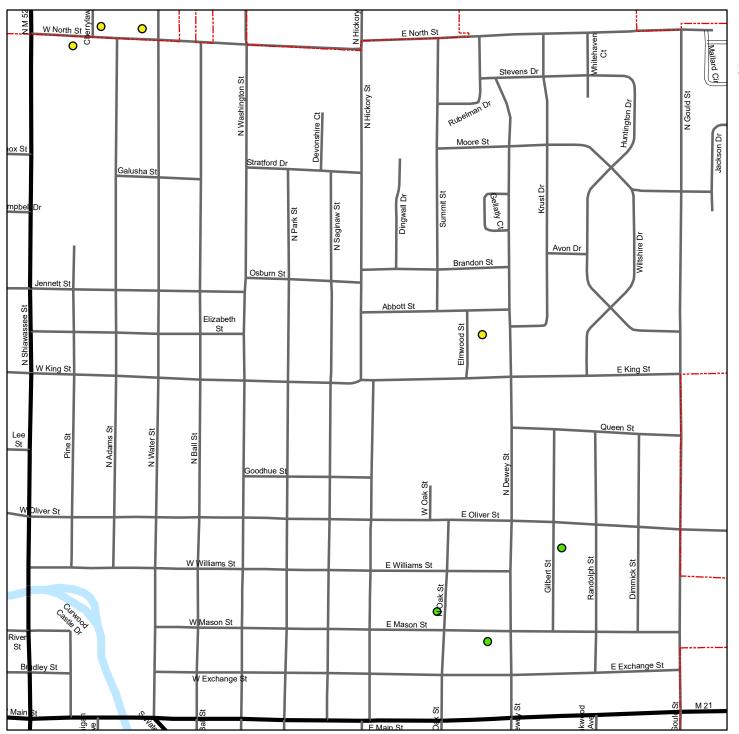
	Existing Material Type				Notes
Address	Address City Side		Copper Service Lead (FT)	Water Main Size and Material	
815 Ament	Lead	Galvanized	40	6" C.I.	
822 S Boll	Lead	Galvanized	80	6" C.I.	Replace Meter Pit
719 Broadway	Lead	Galvanized	40	6" C.I.	
119/121 S Cedar	Lead	Galvanized	35	6" C.I.	Instell Meter Pit
520 S Chipman	Lead	Galvanized	75	12" C.I.	Replace Meter Pit
203 N Elm	Lead	Galvanized	70	4" C.I.	Install Meter Pit
208 N Elm	Lead	Unknown	40	4" C.I.	Replace Meter PIt
210 N Elm	Lead	Galvanized	35	4" C.I.	Replace Meter Pit
214 N Elm	Lead	Galvanized	40	4" C.I.	Install Meter Pit
412 Glbert	Lead	Unknown	35	6" C.I.	
409 Grace	Lead	Galvanized	60	6" C.I.	
417 Grace	Lead	Pex/Galvanized	60	6" C.I.	
418 Grace	Lead	Galvanized	20	6" C.I.	
421 Grace	Lead	Galvanized	60	6" C.I.	
511 Jerome	Lead	Galvanized	70	16* C.I.	New tap into 16" C.I. main
621 Martin	Lead	Galvanized	55	4" C.I.	Replace Meter Pit
625 Mortin	Lead	Galvanized	65	4" C.I.	Replace Meter Pit
629 Martin	Lead	Galvanized	70	4" C.I.	Replace Meter Pit
716 Mortin	Lead	Galvanized	65	4" C.I.	Replace Meter Pit
526 E Mason	Unknown	Galvanized	80	4" C.I.	
910 Michigan	Lead	Galvanized	30	6" C.I.	
313 N Ook	Unknown	Galvanized	70	4" D.I.	
1104 Pearce	Lead	Galvanized	70	6" C.I.	
1210 Pearce	Lead	Galvanized	75	6" C.I.	
1214 Pearce	Lead	Galvanized	75	6" C.I.	
320 E Stewart	Lead	Galvanized	45	6" C.I.	DPW to Install Meter in Basement
321 E Stewart	Lead	Galvanized	40	6" C.I.	Install Meter Pit
209 W Stewart	Lead	Galvanized	75	4" C.I.	Install Meter Pit
213 W Stewart	Lead	Galvanized	75	4" C.I.	
221 W Stewart	Lead	Galvanized	65	4" C.I.	
231 W Stewart	Lead	Galvanized	65	4" C.I.	Replace Meter Pit
421 W Stewart	Lead	Galvanized	80	6" C.I.	
433 W Stewart	Unknown	Unknown	80	6" C.I.	Top New Service Line and Move Stop out of Driveway
1428 Young	Lead	Galvanized	40	e" C.I.	Replace Meter Pit





CITY OF OWOSSO 2022 - 2024 WATER SERVICE LINE REPLACEMENT PROJECT DWSRF PROJECT NUMBER 7555-01 TRENCH BACKFILL AND PROPOSED CONCRETE SIDEWALK DETAILS





2022-2024 Water Service Line Replacement Project

DWSRF Project No. 7555-01 List 1

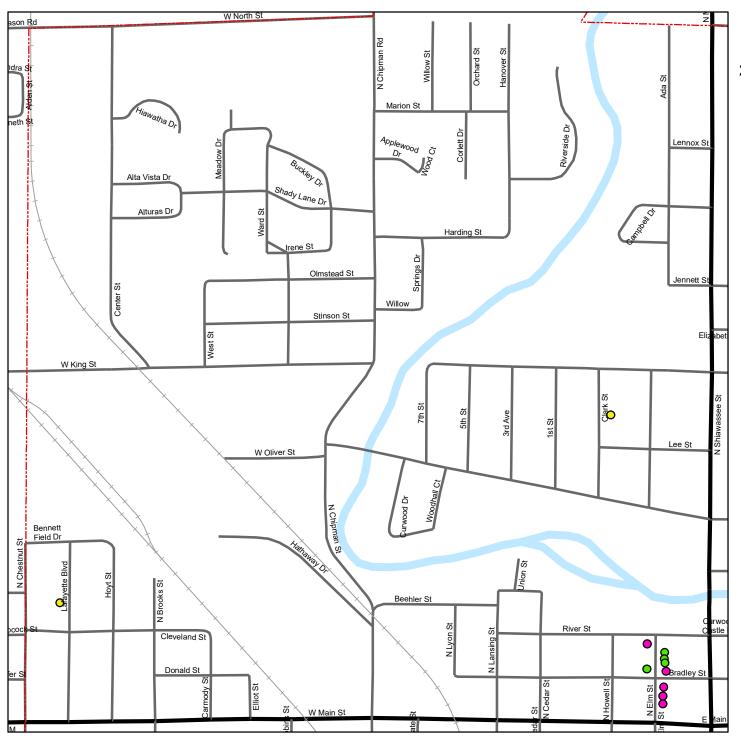
## **NE Quadrant**

#### **Replacement Locations**

#### Case Type

- 1: Curb Stop to Water Meter
- 2: Water Main to Curb Stop
- 3: Water Main to Water Meter

- ---- City Limit
- ---- Railroads
- Water Features



2022-2024 Water Service Line Replacement Project

DWSRF Project No. 7555-01 List 1

## **NW Quadrant**

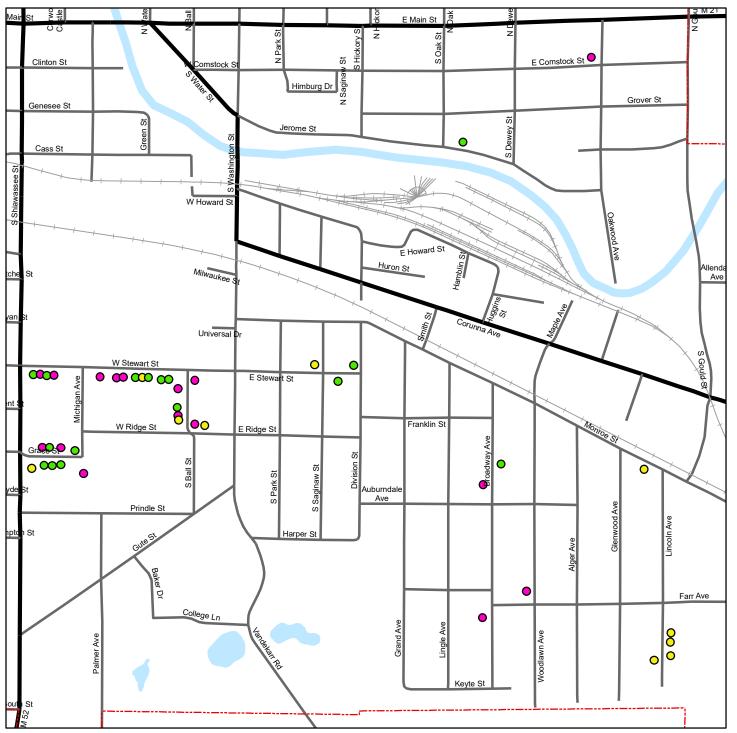
#### Replacement Locations

#### Case Type

- 1: Curb Stop to Water Meter
- 2: Water Main to Curb Stop
- 3: Water Main to Water Meter

- ---- City Limit
- ---- Railroads
- Water Features





2022-2024 Water Service Line Replacement Project

DWSRF Project No. 7555-01 List 1

## **SE Quadrant**

### **Replacement Locations**

#### Case Type

- 1: Curb Stop to Water Meter
- 2: Water Main to Curb Stop
- 3: Water Main to Water Meter

- ---- City Limit
- ---- Railroads
- Water Features





2022-2024 Water Service Line Replacement Project

DWSRF Project No. 7555-01 List 1

## **SW Quadrant**

#### **Replacement Locations**

#### Case Type

- 1: Curb Stop to Water Meter
- 2: Water Main to Curb Stop
- 3: Water Main to Water Meter

- ---- City Limit
- ---- Railroads
- Water Features