

**BID DOCUMENTS**  
**FOR**  
**2023 Sanitary Sewer Repair Project**



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

**January 30, 2023**

**NOTICE TO BIDDERS  
2023 SANITARY SEWER REPAIR PROJECT  
FOR THE CITY OF OWOSSO, MICHIGAN**

Sealed proposals will be received by the city of Owosso for the

**2023 SANITARY SEWER REPAIR PROJECT**

and should be addressed to:

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

Major items include sanitary sewer repairs including bypass pumping, pavement removal and replacement, and traffic control on various streets within the city of Owosso.

Bids will be accepted until **3:00 p.m. Tuesday, February 28, 2023** for the **2023 Sanitary Sewer Repair 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 original 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 certified Cashier's Check or 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:

**2023 SANITARY SEWER REPAIR 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 [www.ci.owosso.mi.us](http://www.ci.owosso.mi.us) or on the MITN website at [www.mitn.info](http://www.mitn.info).

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.

No work can begin before April 24, 2023 and all work is to be completed by June 16, 2023.

**INQUIRIES/ADDENDUMS**

Addendums will be available on the city's website at [www.ci.owosso.mi.us](http://www.ci.owosso.mi.us) and on the MITN website at [www.mitn.info](http://www.mitn.info).

All inquiries regarding this bid request must be submitted to Clayton Wehner, P.E. and received at least seven (7) 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@ci.owosso.mi.us](mailto:clayton.wehner@ci.owosso.mi.us), Call 989-725-0551 to arrange a 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 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 city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a six percent (6%) bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a three percent (3%) bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing twenty-five percent (25%) or more of the work of a general contract.*
10. **The following items must be included with the bid response:**
  - a. **Vendor Proposal**
  - b. **Signature Page & Legal Status/ Acknowledgement of Addendum(s)**
  - c. **Local Preference Affidavit**
  - d. **Insurance Endorsement**
  - e. **W-9 Request for Taxpayer ID No. and Certification**

## BID Proposal

### 2023 SANITARY SEWER REPAIR 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 **2023 SANITARY SEWER REPAIR PROJECT** from **April 24, 2023** through **June 16, 2023** listed below at the following prices to wit:

#### Base Bid (Items 101-121, 201-220, 301-320):

Wiltshire Drive					
Item	Description	Approx. Quantity	Unit	Unit Price	Total Price
101	Mobilization, Max \$8,000, Wiltshire	1	LSUM		
102	Sewer, Rem, Less than 24 inch	261	Ft		
103	Pavt, Rem, Modified	479	Syd		
104	Erosion Control, Inlet Protection, Fabric Drop	3	Ea		
105	Project Cleanup, Wiltshire	1	LSUM		
106	Maintenance Gravel	216	Ton		
107	HMA Repair, 6 inch	479	Syd		
108	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	16	Ea		

109	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	16	Ea		
110	Pedestrian Type II Barricade, Temp	2	Ea		
111	Plastic Drum, Fluorescent, Furn	25	Ea		
112	Plastic Drum, Fluorescent, Oper	25	Ea		
113	Sign, Type B, Temp, Prismatic, Furn	236	Sft		
114	Sign, Type B, Temp, Prismatic, Oper	236	Sft		
115	Sign, Type B, Temp, Prismatic, Spec, Furn	64	Sft		
116	Sign, Type B, Temp, Prismatic, Spec, Oper	64	Sft		
117	Minor Traf Devices, Wiltshire	1	LSUM		
118	Traf Regulator Control, Wiltshire	1	LSUM		
119	Sanitary Structure, Tap, 8 inch	2	Ea		
120	Sanitary Sewer, PVC, 8 inch, Tr Det B2	261	Ft		
121	Sanitary Sewer Bypass Pumping, Wiltshire	1	LSUM		

Bidder's Initial \_\_\_\_\_

**WILTSHIRE BID TOTAL (ITEMS 101-121)**

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(use words)

\$

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(use figures)

Bidder's Initial \_\_\_\_\_

Dewey Street					
Item	Description	Approx. Quantity	Unit	Unit Price	Total Price
201	Mobilization, Max \$3,000, Dewey	1	LSUM		
202	Sewer, Rem, Less than 24 inch	20	Ft		
203	Pavt, Rem, Modified	43	Syd		
204	Project Cleanup, Dewey	1	LSUM		
205	Maintenance Gravel	20	Ton		
206	HMA Repair, 8 inch	43	Syd		
207	Barricade, Type III, High Intensity, Double Sided, Lighted, FurnE	45	Ea		
208	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	45	Ea		
209	Pedestrian Type II Barricade, Temp	4	Ea		
210	Lighted Arrow, Type C, Furn	2	Ea		

211	Lighted Arrow, Type C, Oper	2	Ea		
212	Ltg for Night Work	1	LSUM		
213	Plastic Drum, Fluorescent, Furn	50	Ea		
214	Plastic Drum, Fluorescent, Oper	50	Ea		
215	Sign, Type B, Temp, Prismatic, Furn	290	Sft		
216	Sign, Type B, Temp, Prismatic, Oper	290	Sft		
217	Minor Traf Devices, Dewey	1	LSUM		
218	Traf Regulator Control, Dewey	1	LSUM		
219	Sanitary Sewer, PVC, 12 inch, Tr Det B2	20	Ft		
220	Sanitary Sewer Bypass Pumping, Dewey	1	LSUM		

Bidder's Initial \_\_\_\_\_

**DEWEY BID TOTAL (ITEMS 201-220)**

\_\_\_\_\_  
(use words)

\$ \_\_\_\_\_  
(use figures)

Bidder's Initial \_\_\_\_\_

Comstock Street					
Item	Description	Approx. Quantity	Unit	Unit Price	Total Price
301	Mobilization, Max \$4,000, Comstock	1	LSUM		
302	Sewer, Rem, Less than 24 inch	70	Ft		
303	Pavt, Rem, Modified	197	Syd		
304	Erosion Control, Inlet Protection, Fabric Drop	2	Ea		
305	Project Cleanup, Comstock	1	LSUM		
306	Maintenance Gravel	89	Ton		
307	HMA Repair, 8 inch	197	Syd		
308	Barricade, Type III, High Intensity, Double Sided, Lighted, FurnE	20	Ea		
309	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	20	Ea		
310	Pedestrian Type II Barricade, Temp	4	Ea		
311	Plastic Drum, Fluorescent, Furn	25	Ea		
312	Plastic Drum, Fluorescent, Oper	25	Ea		
313	Sign, Type B, Temp, Prismatic, Furn	277	Sft		



314	Sign, Type B, Temp, Prismatic, Oper	277	Sft		
315	Sign, Type B, Temp, Prismatic, Spec, Furn	80	Sft		
316	Sign, Type B, Temp, Prismatic, Spec, Oper	80	Sft		
317	Minor Traf Devices, Comstock	1	LSUM		
318	Traf Regulator Control, Comstock	1	LSUM		
319	Sanitary Sewer, PVC, 8 inch, Tr Det B2	70	Ft		
320	Sanitary Sewer Bypass Pumping, Comstock	1	LSUM		

Bidder's Initial \_\_\_\_\_

**COMSTOCK BID TOTAL (ITEMS 301-320)**

\_\_\_\_\_  
(use words)

\$ \_\_\_\_\_  
(use figures)

Bidder's Initial \_\_\_\_\_

**BASE BID TOTAL (ITEMS 101-121, 201-220, 301-320)**

\_\_\_\_\_  
(use words)

\$ \_\_\_\_\_  
(use figures)

Bidder's Initial \_\_\_\_\_

**Alternate Bid (Items 401-425):**

Alternate bid option for adding repairs to Chestnut Street (plan set pages 14-16) to the scope of work.

Chestnut Street					
Item	Description	Approx. Quantity	Unit	Unit Price	Total Price
401	Mobilization, Max \$2,500, Chestnut	1	LSUM		
402	Sewer, Rem, Less than 24 inch	25	Ft		
403	Pavt, Rem, Modified	53	Syd		
404	Erosion Control, Inlet Protection, Fabric Drop	4	Ea		
405	Project Cleanup, Chestnut	1	LSUM		
406	Maintenance Gravel	27	Ton		
407	HMA Repair, 6 inch	53	Syd		
408	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	116	Ft		
409	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	24	Ft		
410	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	20	Ea		
411	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	20	Ea		
412	Pedestrian Type II Barricade, Temp	2	Ea		

413	Plastic Drum, Fluorescent, Furn	25	Ea		
414	Plastic Drum, Fluorescent, Oper	25	Ea		
415	Sign, Type B, Temp, Prismatic, Furn	218	Sft		
416	Sign, Type B, Temp, Prismatic, Oper	218	Sft		
417	Sign, Type B, Temp, Prismatic, Spec, Furn	76	Sft		
418	Sign, Type B, Temp, Prismatic, Spec, Oper	76	Sft		
419	Minor Traf Devices, Chestnut	1	LSUM		
420	Traf Regulator Control, Chestnut	1	LSUM		
421	Sanitary Structure, 48 inch dia	1	Ea		
422	Sanitary Structure Cover, Type Q	1	Ea		
423	Sanitary Structure, Rem	1	Ea		
424	Sanitary Sewer, PVC, 8 inch, Tr Det B2	25	Ft		
425	Sanitary Sewer Bypass Pumping, Chestnut	1	LSUM		

Bidder's Initial \_\_\_\_\_

**ALTERNATE BID (CHESTNUT STREET) TOTAL (ITEMS 401-425)**

\_\_\_\_\_  
(use words)

\$ \_\_\_\_\_  
(use figures)

Bidder's Initial \_\_\_\_\_

**BASE BID + ALTERNATE BID TOTAL (ITEMS 101-121, 201-220, 301-320, 401-425)**

\_\_\_\_\_  
(use words)

\$ \_\_\_\_\_  
(use figures)

Bidder's Initial \_\_\_\_\_

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 is not complete on or before the date set for completion or any extension, the Contractor shall pay the city liquidated damages of **\$800.00** 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 **April 24, 2023** and will substantially complete the entire work under this contract by **June 16, 2023**. This schedule may be extended for rain days or cold weather for calendar days after **June 16, 2023**, only as approved by the city of Owosso.

On behalf of \_\_\_\_\_, I hereby submit this proposal for **2023  
SANITARY SEWER REPAIR PROJECT** for your consideration. The undersigned acknowledges that this proposal is subject to the General Conditions and the General Specifications included in the contract documents. In submitting this proposal, it is understood that the right is reserved by the CITY to reject any and all proposals, and waive any irregularities in the bidding process. The CITY may award this contract based on any combination of the total bid and/or alternates.

**Bid proposal by (Name of Firm):**

**Please check the appropriate box and USE CORRECT LEGAL NAME.**

☐ Corporation

State of Incorporation:

☐ Partnership

List of names:

☐ DBA

State full name:

☐ Other

Explain:

**Signature of Bidder:**

**Title:**

**Signature of Bidder:**

**Title:**

**Address:**

**City, Zip:**

**Telephone:**

**Email Address:**

**Signed this**

**Day of**

**2023**

**Bidder acknowledges receipt of the following Addenda:**

**ADDENDUM NO: BIDDER'S INITIALS:**

## GENERAL CONDITIONS

### 1. LOCAL PREFERENCE POLICY

The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a 6% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a 3% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing 25% or more of the work of a general contract.*

### 2. 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.

### 3. 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.

### 4. 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.

### 5. UNIT PRICES

Prices should be stated in units of quantity specified.

### 6. 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.

### 7. 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.

### 8. 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.

#### 9. 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.

#### 10. 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's expense.

#### 11. 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.

#### 12. 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.

#### 13. 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.

#### 14. 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 it is 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.

#### 15. 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.

#### 16. 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.



## 17. 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.

## 18. 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.

## 19. 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.

## 20. 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.

## 21. 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.

## 22. 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.

### 23. 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.

### 24. 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.

### 25. 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.

### 26. 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.

### 27. 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.

### 28. 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.

### 29. 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 Compiled 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.

## LOCAL PREFERENCE POLICY

The following affidavit should be completed if a bidder is located within Shiawassee County or intends to sub-contract more than twenty-five percent (25%) to a Shiawassee County based business: The city of Owosso has a local preference policy for the purchase of goods and services as recorded in the city ordinance in section 2-348. "Lowest qualified bidder" defined.

1. The term "lowest qualified bidder," as used in this division, shall mean the lowest bidder having qualifications to perform the work which are satisfactory to the council. The lowest bidder shall be determined based on an adjusted bid tabulation which shall be prepared in the following manner: To the bid of any bidder which is neither a city-based business nor a county-based business shall be added an amount equal to six (6) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less.
2. To the bid of any bidder which is a county-based business shall be added an amount equal to three (3) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less; provided, however, that if no bid is received from a city-based business, no additional amount shall be added to the bid of a county-based business.
3. "Owosso-based business" shall be interpreted to mean a business registered with the county clerk or a corporation registered with the state having a business address within the city limits which pays real and/or personal property taxes levied by the city.

The term "county-based business" shall be interpreted to mean a business other than a city-based business registered with the county clerk or a corporation registered with the state having a business address within the county which pays real and/or personal property taxes levied by the county.

4. If twenty-five (25) percent or more of a contract for construction or other services is to be subcontracted by a city-based business bidder to a non-city-based business or businesses, or by a county-based business bidder to a non-county-based business or businesses, the adjusted bid shall be calculated by applying the provisions of this section separately to each portion of the contract based on the status of the contractor or subcontractor performing that portion of the contract as a city-based or county-based business.

### LOCAL PREFERENCE AFFIDAVIT

In accordance with Section 2-348 of the Owosso city code, the bid from a business located in Shiawassee County shall be adjusted to reflect a preference. In order for the city to calculate the adjustment, the bidder hereby deposes and states that their business address is registered, and is currently paying real and/or personal property taxes in Shiawassee County at the following address:

\_\_\_\_\_  
Registered business address

The affiant further deposes and states that a sub-contract with a business registered, and paying real and/or personal property taxes in Shiawassee County will be executed for a percentage equal to or greater than twenty-five percent (25%) as stated below:

\_\_\_\_\_  
Business name and address of sub-contractor

\_\_\_\_\_  
Percentage of contract

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company name

## 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

ADDRESS

A.  
B.  
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:

### 2023 Sanitary Sewer Repair 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 \_\_\_\_\_

\_\_\_\_\_

## 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.

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	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	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
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.

Sign Here	Signature of U.S. person ►	Date ►
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## 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](http://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
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • 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.	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—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>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<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.

**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](http://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](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://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](http://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.

**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
2. 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
4. 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>
6. 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:
8. 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
11. 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>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>2</sup> Circle the minor's name and furnish the minor's SSN.

<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.



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 [phishing@irs.gov](mailto:phishing@irs.gov). 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 [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://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.

**PROGRESS CLAUSE:**

Submit a complete, detailed, and signed Michigan Department of Transportation Form 1130, Progress Schedule, to the Engineer within seven (7) calendar days of confirmation of low bid. The Engineer for this project is as follows:

Andrew VanWormer, P.E.  
OHM Advisors  
201 East Ellsworth Street, Unit 100  
Midland, MI 48640  
Andrew.VanWormer@ohm-advisors.com

The progress schedule submittal must include, as a minimum, the controlling work items for the completion of the project and the planned dates (or work days for a work day project) that the work items will be the controlling operations. All contract dates including open to traffic, project completion, interim completion and any other controlling dates in the contract must be included in the project schedule.

After receiving Notice of Award, start work on the date agreed upon with the Engineer, which date shall be no earlier than **April 24, 2023**. In no case, shall any work be commenced prior to receipt of formal notice of award.

All contract work must be complete and the streets fully open to traffic no later than the interim completion date of **June 16, 2023**.

The entire project must be completed on/before the final project completion date of **June 30, 2023**.

No Work will be allowed from:

3:00 pm on Friday, May 26, 2023 through 7:00am on Tuesday, May 30, 2023 (Memorial Day).

Failure by the Contractor to meet interim, final and/or any stage completion dates will result in the assessment of liquidated damages in accordance with subsection 108.10 of the Standard Specifications for Construction. Liquidated damages will be assessed separately and simultaneously for failure to meet interim, final, and any stage completion dates. Liquidated damages will continue to be assessed for each calendar day that the work associated with the interim, final and/or any stage completion dates remains incomplete, even if these days extend beyond the normal seasonal shut down date specified in the Standard Specifications for Construction, unless approved otherwise by the Engineer.

After award and prior to the start of work, the Contractor must attend a preconstruction meeting with the Engineer. The Engineer will determine the day, time, and place for the preconstruction meeting. The meeting will be conducted after project award and may be rescheduled if there are delays in the award of the project.

The named subcontractor(s) for, Designated and/or Specialty Items, as shown in the proposal is recommended to be at the preconstruction meeting if such items materially affect the work schedule.

The Contractor may be required to meet with city representatives for a post-construction review meeting, as directed by the Engineer. The Engineer will schedule the meeting.

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

CITY OF OWOSSO  
NOTICE TO BIDDERS  
UTILITY COORDINATION

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The contractor shall cooperate and coordinate activities with the owners of utilities as stated in Section 104 of the 2020 Michigan Department of Transportation Standard Specifications for Construction. In addition, for the protection of underground utilities, the contractor shall follow the requirements in Section 107.12 of the 2020 MDOT Standard Specifications for Construction. Contractor delay claims, resulting from a utility, will be determined based upon Section 108 of the 2020 MDOT Standard Specifications for Construction.

The following Public Utilities have facilities located within the Project CIA:

UTILITY	OWNER	CONTACT
Telephone / Fiber Optic	Frontier Communications 1943 W. M-21 Owosso, Michigan 48867	Mark Stevens 989.723.0373 Mark.Stevens@ftr.com
Fiber Optic	Daystarr Communications 307 N. Ball Street Owosso, Michigan, 48867	Brent Klein 989.720.6000 Brent.Klein@daystarrfiber.net
Cable TV	Charter Communications 1480 S. Valley Center Drive Bay City, Michigan 48706	Mark Kelly 989.233.9404 Mark.Kelly@charter.com
Electric	Consumers Energy 1801 W. Main Street Owosso, Michigan 48867	Tracy Mahar 989.204.9018 Pobox3PTY_LVDEZ6 @cmsenergy.com
Gas	Consumers Energy 530 W. Willow Street Lansing, Michigan 48906	Adam Bertram 517.614.8570 Adam.Bertram@cmsenergy.com
Storm/County Drain	Shiawassee County Drain Comm. 149 E. Corunna Avenue L-1 Corunna, Michigan 48817	Tony Newman 989.743.2398 drains@shiawassee.net
City Water and Sewer	City of Owosso 301 W. Main Street Owosso, Michigan 48867	Ryan Suchanek 989.725.0555 Ryan.Suchanek@ci.owosso.mi.us
Road	City of Owosso 301 W. Main Street Owosso, Michigan 48867	Clayton Wehner, P.E. 989.725.0551 Clayton.Wehner@ci.owosso.mi.us
Soil Erosion Control	Shiawassee County Health Dept. Environmental Health Division 201 N. Shiawassee Street Corunna, Michigan 48817	Casey Elliot, R.E.H.S. 989.743.2289 Celliott@shiawasseechd.net

CITY OF OWOSSO  
NOTICE TO BIDDERS  
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Township Water and Sewer	Owosso-Caledonia Township Utility Authority 135 N. State Rd. Owosso, MI 48867	John Langtry 989-743-3181 <a href="mailto:townshipsewer@owocalua.com">townshipsewer@owocalua.com</a>
County Roads	Shiawassee County Road Commission 701 West Corunna Ave. Corunna, MI 48817-1229	Brad Rigoulot 989-743-2228, ext. 207 <a href="mailto:brigoulot@shiawasseeroads.com">brigoulot@shiawasseeroads.com</a>

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](http://elocate.missdig.org) for single address or [rte.missdig.org](http://rte.missdig.org), a minimum of 3 business days prior to excavation, excluding weekends and holidays.

Owners of Public Utilities will not be required by the municipality to move poles or structures in order to facilitate the operation of construction equipment unless it is determined by the Project Engineer that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the Contractor's operations. Contractor shall coordinate with Public Utility companies to relocate any facilities required to accommodate the proposed scope of work.



CITY OF OWOSSO  
SPECIAL PROVISION  
FOR  
TECHNICAL SPECIFICATIONS

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1/18/23

DESCRIPTION

The 2020 MDOT 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:

- A. Special Provisions
- B. Supplemental Specifications
- C. Project Plans and Drawings
- D. MDOT Standard Plans
- E. 2020 MDOT Standard Specifications for Construction
- F. City of Owosso Standard Specifications for Construction

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 in the contract documents, the Engineer will solely decide as to the true intent of the language.

CITY OF OWOSSO  
SPECIAL PROVISION  
FOR  
**PAVT, REM, MODIFIED**

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DESCRIPTION

The work shall consist of removing driveway and pavement as shown on the plans or as directed by the Engineer.

CONSTRUCTION

Pavement removal shall be performed in accordance with Section 204 of the 2020 Michigan Department of Transportation Standard Specifications for Construction, except as specified herein.

The Contractor shall remove pavement of whatever material or thickness or multiple layers of pavement 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

Pavement removal 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.

<u>Pay Item</u>	<u>Pay Unit</u>
Pavt, Rem, Modified	Square Yard

Payment for saw cutting, if required, will be included in the related removal pay item 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 2020 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  
**HMA, REPAIR, X inch**

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DESCRIPTION

This work shall be done in accordance with Sections 302 and 501 of the MDOT 2020 Standard Specifications for Construction and as specified herein.

MATERIALS

For Wiltshire Dr. and Chestnut St.:

The materials to be used for HMA, Repair, 6 inch shall be:

HMA, 13A, placed in equal lifts for a total of 6.0 inches thick.

Aggregate base course, MDOT Class I crushed limestone aggregate compacted to 98% maximum unit weight.

HMA, Repair, 6 inch thickness of 6.0 inches of HMA, 13A in equal lifts and a yield of 660 pounds per square yard (lbs/syd) shall be placed. The Performance Grade asphalt binder range for the mixture shall be PG 58-28.

The Bituminous Bond Coat material shall be per Section 501. The uniform rate of application shall be 0.05 to 0.15 gallons per square yard.

For Comstock St. and Dewey St.:

The materials to be used for HMA, Repair, 8 inch shall be:

HMA, 13A, placed in equal lifts for a total of 8.0 inches thick.

Aggregate base course, MDOT Class I crushed limestone aggregate compacted to 98% maximum unit weight.

HMA, Repair, 8 inch thickness of 8.0 inches of HMA, 13A in equal lifts and a yield of 880 pounds per square yard (lbs/syd) shall be placed. The Performance Grade asphalt binder range for the mixture shall be PG 58-28.

The Bituminous Bond Coat material shall be per Section 501. The uniform rate of application shall be 0.05 to 0.15 gallons per square yard.

CONSTRUCTION METHODS

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

CITY OF OWOSSO  
SPECIAL PROVISION  
FOR  
**HMA, REPAIR, X inch**

WHP:OHM

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MEASUREMENT AND PAYMENT

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

<u>Pay Item</u>	<u>Pay Unit</u>
HMA, Repair, 6 inch	Square Yard
HMA, Repair, 8 inch	Square Yard

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

## SECTION 33 31 00 – SANITARY SEWER

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This work shall include the furnishing of all labor, materials, tools, equipment, accessories and services necessary for providing and installing the items as shown on the Contract Documents or as herein required.

In the event these Specifications conflict with those of the Owner's standards, the permit agency, or agency controlling the right-of-way where the sewer is being installed, the more stringent requirements will govern.

#### 1.2 SECTION INCLUDES

- A. This section includes sanitary sewer pipe and manholes.

#### 1.3 REFERENCE STANDARDS

- A. Unless otherwise specified, the Work of this Section shall conform to the applicable portions of the following standard specifications:
  - 1. ANSI – American National Standards Institute
  - 2. ASTM – American Society for Testing and Materials
  - 3. AWWA – American Water Works Association

#### 1.4 SUBMITTALS

- A. When required by the Engineer, shop drawings shall be furnished as prescribed under the General Conditions.
- B. Before the Contractor orders any pipe or other appurtenances that he is proposing to use as substitutes for specified items, he shall submit design details of the substitutes to the Engineer for consideration and approval.

#### 1.5 CERTIFICATIONS

- A. All pipe and precast structures delivered to the job shall be accompanied by certification papers showing they have been tested in accordance with applicable specifications and that they meet the specifications for the project.

#### 1.6 QUALITY ASSURANCE

- A. Regulatory Requirements  
References to the Michigan Department of Transportation (MDOT) Specifications shall pertain to the 2012 Standard Specifications for Construction.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Packing, Shipping, Handling, and Unloading

All pipe and precast structures will be checked upon delivery to the job site. Any cracked, damaged or broken pieces or sections will be immediately removed from the site at the Contractor's expense.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

#### A. Pipe

Sewer pipe shall be of the type and class designated for the specific locations or intended use shown or noted on the drawings. Any deviation from the type or class of pipe shown on the drawings will not be permitted, except upon receipt of written approval of the Engineer.

Any of the types of sanitary sewer pipe or joints listed below may be substituted upon approval of the Engineer provided that the flow capability and pipe strength (external load support) is equal to or exceeds that of the pipe specified on the drawings

Table SA-1  
Sanitary Sewer Pipe Specifications

The intent of this table is to show the standards required for particular types of pipes and joints. The Owner may not accept all of these types. The Contractor must refer to the drawings, Owner's standard details, and bid forms to determine the type of pipe required for a particular project.

	Type of Pipe	Pipe Specification*	Allowable Type of Joint	Joint Specification*
a.	ABS Truss Pipe (size 8" thru 15")	ASTM D2680	Solvent cemented joint	ASTM D2680
b.	PVC SDR-26 Pipe (size 8" thru 15")	ASTM D3034	Rubber gasket joint solvent cemented joint	ASTM D3212 ASTM D2855
c.	Reinforced Concrete			
	1. Size 18" thru 30"	ASTM C76	Tongue & groove with rubber gasket	ASTM C443
	2. Size 36" & larger	ASTM C76	Tongue & groove with rubber gasket and inside cement pointing	ASTM C443
d.	PVC (corrugated sewer pipe with smooth interior)	ASTM F949	Rubber gasket	ASTM D3212 ASTM F477
e.	Building Leads			
	1. 6" SDR 26 PVC	ASTM D3034	Rubber gasket joint solvent cemented joint	ASTM D3212 ASTM D2855
	2. 6" Schedule 40 PVC	ASTM D1785	Rubber gasket joint solvent cemented joint	ASTM D3212 ASTM D2855
	3. 6" ABS Solid Wall	ASTM D2751	Solvent weld joint	ASTM D2751
f.	Ductile Iron (aluminous cement lining; "SewperCoat" or approved equal)	AWWA C151	Rubber gasket joint	AWWA C111

g.   Vitrified clay pipe                      ASTM C700                      Compression joint                      ASTM C425  
\*   The latest revision of ASTM, AWWA or AASHTO Specifications shall apply.  
ASTM stands for American Society of testing and Materials  
AASHTO stands for American Association of State Highway and Transportation Officials  
AWWA stands for American Water Works Association

- B.   Cement Mortar Pointing (Concrete Pipe Only)  
Approved non-shrink cement mortar shall conform to MDOT Standard Specifications for Construction Type R-2 mrtar.
- C.   Sanitary Sewer Structures
1.   Manholes shall be constructed at locations shown on the drawings and shall be of the size and type called for on the drawings. They shall be constructed of pre-cast reinforced concrete and shall conform to these specifications. The latest revision of ASTM standards shall apply.
  2.   Risers, cones, and base sections shall be precast reinforced concrete units conforming to ASTM C478. Base riser section shall be cast integral with the base slab. The minimum wall thickness for 4-foot diameter manholes shall be five (5) inches unless otherwise called for in the standard plan details.
  3.   Joints shall be modified groove tongue with rubber gaskets conforming to ASTM C443.
  4.   Manhole steps shall be reinforced polypropylene plastic No. PS2-PFS as manufactured by M.A. Industries, Inc., cast iron No. 8500 as manufactured by East Jordan Iron Works, or approved equal.
  5.   Grade rings shall conform to ASTM C478 and shall have a minimum thickness of three (3) inches.
  6.   Mortar for use in sanitary structures shall conform to MDOT Specification 702, Type R-2.
  7.   Gray iron castings shall be of the type, size and weight as specified on the drawings. The castings shall conform to MDOT Specification 908.05. Covers to be EJIW 1040 AGS.
  8.   Pipe openings shall be flexible rubber joints such as Press Wedge II, Res-Seal, Link-Seal, Kor-N-Seal, or approved equal. All openings for pipe shall be fabricated at the time of manufacture.
  9.   Whenever existing sanitary manholes are to be tapped, the tap shall be made by coring. The Contractor shall place a Kor-N-Seal boot (or approved equal) after coring is completed

## PART 3 - EXECUTION

### 3.01   CONSTRUCTION

#### A.   General

1.   Excavation, bedding, and backfill for sewers and related structures shall be accomplished in accordance with requirements in the Earth Moving section.

2. Excavations shall be of sufficient width and depth to provide adequate room for the construction and installation of the work to the lines, grades, and dimensions as called for on the drawings.
3. If the maximum trench width specified in the Earth Moving section is exceeded, unless otherwise shown on the drawings, the Contractor shall install, at his own expense, such concrete cradling or other bedding as approved by the Engineer to support the added load of the backfill.
4. Install pipe, fittings and appurtenances in strict accordance with the manufacturer's recommendations and these Specifications.

B. Laying Pipe

1. Handling Pipe & Fittings

All pipes and castings shall be unloaded and distributed along the line of work in such manner and with such care as will effectually avoid damage to any pipe or fitting. Dropping pipe or fittings directly from the truck will not be permitted. Care must also be taken to prevent abrasion of the pipe.

2. Placement of Pipe

Each pipe shall be checked for defects prior to being lowered into the trench. The inside of the pipe and the outside of the spigot shall be cleaned of any dirt or foreign matter.

Construction shall begin at the outlet end and proceed upgrade with spigot ends pointing in the direction of flow. Pipes shall be laid on a minimum four (4) inch sand bedding. A six (6) inch sand bedding shall be provided if called for on the plan details. If the subgrade has been disturbed so that refilling is necessary to bring the pipe to grade, such refilling shall be done with sand or gravel thoroughly tamped in place. Bell holes shall be excavated so that the full strength of the pipe barrel will bear uniformly on the sand bedding.

Pipes shall be centered in bells or grooves and pushed tight together to form a smooth and continuous invert. After laying pipe, care shall be taken so as not to disturb its line and grade. Any pipe found off grade or out of line shall be relaid properly by the Contractor.

3. Line and Grade

All pipe shall be laid to the line and grade called for on the drawings. Each pipe, as laid, shall be checked by the Contractor with line and grade pole or other device to insure this result is obtained. The finished work shall be straight and shall be sighted through the pipe between manholes.

4. Excavation to 18" Below Bottom of Pipe

As a result of the Contractor's construction procedure or where excavation has not uncovered a stable foundation subgrade at depth of six (6) inches below the bottom of pipe, the Contractor shall continue to excavate downward to a maximum distance of 18 inches below the bottom of pipe to reach stable foundation soil. The space resulting from such excavation and the pipe beddings shall be filled and constructed in the same manner and using the same materials specified above. All costs for such construction shall be borne by the Contractor.

5. Excavation Below Limits Specified in Above Paragraph



Where excavation has not uncovered a stable, foundation subgrade at depths eighteen (18) inches below the bottom of pipe, then the Contractor shall stop further excavation and immediately notify the Engineer of the condition and of his intent to make a claim for additional cost. The Engineer shall investigate the soils conditions and may direct the Contractor to continue excavating if it appears that a stable subgrade can be obtained. In this case, the additional excavation beyond eighteen (18) inches below the bottom of pipe would be measured and paid for as trench undercut and backfill. Material for refill of the undercut area shall be as described in the Earth Moving section. In the event that soil conditions are extremely severe, then the Engineer and soils consultant shall investigate the site conditions and shall prescribe the appropriate pipe support system to be used. Within ten (10) days after the Engineer determines the appropriate pipe support system to be used, the Contractor shall submit a detailed estimate for additional cost, excluding the costs to be borne by the Contractor in the above paragraph. The estimate shall include only those additional costs necessary to construct the pipe support system as directed by the Engineer. It shall not include construction costs prior to the stoppage of work. Upon acceptance of the Contractor's estimate, the Engineer shall issue a change order.

#### 6. Laying and Bedding of the PVC and ABS Pipe

Bedding of PVC and ABS Pipe shall be in accordance with current ASTM specifications. Potential damage can occur to exterior walls of PVC and ABS pipe, particularly under cold weather conditions, if rocks, frozen material, or large objects strike the pipe. The Contractor shall carefully avoid dumping any materials other than approved bedding sand or stone on the pipe until a 12-inch cover is placed on it. Pipe walls and joints shall also be protected from abrasion and damage during handling, and shall be fully checked just prior to placing in the trench.

Care shall be taken during bedding compaction to avoid distorting the shape of the pipe or damaging its exterior wall.

Cutting of pipe where required, shall be performed using tools or equipment that will provide a neat, perpendicular cut without damage to the pipe material. Bowing or warping of pipe can occur with temperature fluctuations. The Contractor shall store and protect the pipe to minimize bowing. Nominal 12' - 6" pipe lengths that have deviations from straight greater than one (1) inch shall not be used.

#### 7. Concrete Cradle for Pipe

Where called for on the drawings, or otherwise required, pipe shall be installed with a concrete cradle of MDOT Grade S3 concrete. Each pipe shall rest on a six (6)-inch minimum thickness bed of dry mix concrete that is shaped to fit the bottom of the pipe. The dry mix concrete shall be MDOT Grade S3. After setting the pipe, the space between the outside of the pipe and the undisturbed trench bank shall be filled to a level equal to a point 1/3 of the diameter above the pipe invert with MDOT Grade S3 concrete. The concrete shall have a five (5) inch slump and be mechanically vibrated to insure complete filling of the annular space between the excavated face of the original ground and the outside face of the pipe.

#### 8. Jointing

Where pipe is laid in wet trenches, trenches with running sand, or in trench conditions where manual means will not allow pushing the pipe home, the Contractor shall provide and use mechanical means for pulling the pipe home and holding the pipe joints tight until completion of the line. Mechanical means shall consist of a cable placed inside the pipe

with a suitable winch, jack, or come-along for pulling the pipe home and holding the pipe in position.

All joints on pipe thirty-six (36) inches and larger shall be cement mortar pointed on the inside. On bituminous mastic joints the compound shall be removed to a depth of three-quarters (3/4) of an inch from the inside of the joint before pointing

9. Backfill

Backfill shall be placed in accordance with the Earth Moving specifications.

C. SANITARY STRUCTURES

1. General

Construction methods for sanitary structures shall conform to MDOT Specification 403.03 except as herein provided.

All precast sections shall bear the stamp of an approved laboratory as having been tested and delivered from tested stock of the manufacturer, at the expense of the Contractor. Precast sections shall be constructed so that no more than fifty (50) percent of the circumference, measured on the inside face, is deleted on any horizontal plane for sewer pipe openings. There shall be no less than twelve (12) inches of residual concrete measured on any horizontal plane between pipe openings.

Excavation shall be carried to the depth required to permit the construction of the base in accordance with the requirements of the Standard Details. The excavation shall be sufficiently wide to allow for shoring, bracing, or formwork, should any or all be necessary. The excavation shall allow for accessibility in plastering the exterior of all brick masonry. The bottom of the excavation shall be trimmed to a uniform horizontal bed to receive the concrete base. The excavated section shall be completely dewatered before any concrete is placed therein.

With the exception of sanitary structures having sumps, the bottom of the structures shall be channeled to provide for smooth flow through the manhole. Channels shall be formed using MDOT Grade S3 concrete.

Connections to manholes shall be properly supported and braced where not resting on original ground so that any settlement will not disturb the connection.

2. Drop Manholes

Drop manhole connections shall be constructed on sanitary manholes in conformance with the standard details whenever a sewer enters a manhole at an elevation of twenty-four (24) inches or more above the invert of the outlet sewer pipe.

3. Test Manholes

The first manhole upstream from the point of connection to the existing sanitary sewer system shall have a one (1) foot deep sump that shall be filled with concrete and channeled upon successful completion of infiltration testing.

The outlet pipe from this manhole shall be plugged with a waterproof stopper to prevent discharge to the existing system until acceptance of the new system by the Owner. The requirement to provide a sump may be waived by the Engineer where testing is to be done by either low pressure air testing or by exfiltration testing.

#### D. FINAL GRADE ADJUSTMENTS

##### 1. Final Grade – Existing Structures

Adjustment of sanitary structures shall apply to all final vertical changes made on existing structures where the elevation of the cover is not changed by more than six (6) inches. Vertical changes in excess of six (6) inches will be treated as structure reconstruction.

##### 2. Final Grade – New Structures

Final grade adjustment of new structures shall be considered as incidental to the structure construction.

Where sanitary manholes are located outside of pavements and sidewalks, final grade adjustments shall be made with precast concrete grade rings. Brick construction will not be allowed except where located in paved surfaces and approved by the Engineer. The manhole casting frame and concrete adjustment rings shall be secured to precast cone section with a minimum of four (4) five-eighths (5/8) inch diameter cadmium coated threaded studs or bolts. All joints in the assembly shall be sealed with either rubber "O" ring gaskets or butyl rope as called for on the Owner's standard details. The maximum allowable grade adjustment using grade rings shall be fifteen (15) inches. Final grade adjustment for manholes located in pavements and sidewalks shall be made with brick and mortar. A minimum of three (3) or maximum of six (6) courses of brick shall be placed on top of the precast cone section.

If called for on the Owner's standard details, the Contractor shall provide a rubber wrap, elastomeric seal, or approved equal for water-tightness around the chimney.

#### E. STUBS, CONNECTIONS, and BULKHEADS

The Contractor shall furnish all material and labor and shall install and/or construct stubs, connections, bulkheads, and related items of work as called for on the Contract Documents. Existing sewers shall be connected where called for on the drawings. Bulkheads shall be placed or removed where called for on drawings.

Unless otherwise noted on the drawings, stubs shall consist of one length of sewer pipe with a watertight stopper bulkhead or, where approved by the Engineer, a brick and mortar bulkhead. Pipe stubs shall be of the same material as the sewer to which they connect unless specified otherwise.

#### F. SERVICE LEADS

##### 1. Wyes and Risers

Wye branches, tees, or stubs fitted with suitable stoppers shall be set for each lot shown, and at such other points as called for on the drawings.

Risers shall be six (6) inch pipe and shall be constructed where shown on the drawings. They shall connect to wye branches and shall be constructed as shown on the Owner's standard detail sheet to a depth of six (6) feet below the surface of the ground unless otherwise instructed by the Engineer. A pipe stopper shall be placed in the top bell. Fittings and stoppers shall be equipped with the allowable type of joint used on the sewer. Backfill at all risers shall be carefully placed and tamped sufficiently to insure against damage from backfill settlement.

## 2. House Connections

The Contractor shall construct house connections as shown on the drawings. A pipe stopper shall be placed in the end of the connection. Pipe and stopper shall be equipped with the allowable type of joint used on the sewer.

The invert of the house connections at the point of terminus shall be a minimum of ten (10) feet below grade at the property line (for basement service) except where otherwise directed by the Engineer.

## 3. Markers

The Contractor shall also furnish and place a three (3) inch minimum diameter wood or plastic marking post, three (3) feet in length, to be set directly above the end of the house connection or riser. Each marker shall be set so it will be in a vertical position when backfill is completed. The top of marker shall be six (6) inches below the ground surface.

## G. CLEANING

All sewers shall be thoroughly cleaned before final acceptance.

## H. SANITARY SEWER ACCEPTANCE TESTS

### 1. General

All sanitary sewers shall be subjected to infiltration, exfiltration or low pressure air tests, or a combination thereof prior to final acceptance by the Owner. In addition, all PVC and ABS plastic sewers shall be subjected to deflection testing by means of a nine-point deflection test mandrel.

The Owner's construction observer shall be present for all testing operations. If testing is to be done by the Contractor, only properly trained personnel shall be allowed to perform the testing work. If testing is to be done by municipal agency work forces, then the Contractor shall be responsible for coordinating with the construction observer in order to schedule the testing.

Unless the Owner's test standards are more restrictive than the standards shown below, then the test standards shown in this specification shall apply.

In the event that the sewer pipe fails any of the required tests, the Contractor shall be responsible for repairing the pipe and repeating the test until acceptable results are achieved.

The method of testing and measurement shall be approved by the Engineer. The Contractor shall provide all necessary equipment and labor for making the tests and cost of same shall be incidental to the unit price bid for sewer.

### 2. Infiltration Test

All sanitary sewers that are over twenty-four (24) inches in diameter shall be subjected to an infiltration test. Also, all sanitary sewers that are twenty-four (24) inches in diameter and smaller and where the ground water level is more than seven (7) feet above the top of the sewer shall be subjected to an infiltration test.

The infiltration rate for all sanitary sewers shall not exceed a maximum of one hundred (100) gallons per inch diameter per mile of sewer per twenty-four (24) hours.

### 3. Low Pressure Air Test

All sanitary sewers that are twenty-four (24) inches in diameter or smaller and where the ground water level is seven (7) feet or less above the top of the sewer shall be subjected to a low pressure air test.

The procedure for air testing of sewers shall be as follows:

The sewer line shall be tested in increments between manholes. The line shall be cleaned and plugged at each manhole. Such plugs shall be designed to hold against the test pressure and shall provide an airtight seal. One of the plugs shall have an orifice through which air can be introduced into the sewer. An air supply line shall be connected to the orifice. The supply line shall be fitted with suitable control valves and a pressure gauge for continually measuring the air pressure in the sewer. The pressure gauge shall have a minimum diameter of three and one-half (3-1/2) inches and a range of 0 – 10 PSIG. The gauge shall have minimum divisions of 0-10 PSIG and accuracy of plus or minus (+/-) 0.04 PSIG.

The sewer shall be pressurized to 4 PSIG greater than the greatest back pressure caused by ground water over the top of the sewer pipe. At least two (2) minutes shall be allowed for the air pressure to stabilize between three and one half (3.5) and four (4) PSIG. If necessary, air shall be added to the sewer to maintain a pressure of 3.5 PSIG or greater.

After the stabilization period, the air supply control valve shall be closed so that no more air will enter the sewer. The sewer air pressure shall be noted and timing for the test begun. The test shall not begin if the air pressure is less than three and one half (3.5) PSIG, or such other pressure as is necessary to compensate for ground water level.

The time required for the air pressure to decrease one (1.0) PSIG during the test shall not be less than the time shown in the following Air Test Tables. The Contractor shall use the appropriate test table based upon the sewer pipe material.

Table SA-2  
Air Test Table for Vitrified Clay and Concrete Pipe

Specification Time (min:sec) Required for Pressure Drop from 3-1/2 to 2-1/2 PSIG When Testing One Pipe Diameter Only Pipe Diameter, Inches																
Length of Line, Feet		4	6	8	10	12	15	18	21	24	27	30	33	36	39	42
	25	0:04	0:10	0:18	0:22	0:27	0:32	0:36	0:45	0:54	1:03	1:12	1:21	1:30	1:39	1:50
	50	0:09	0:21	0:36	0:45	0:54	1:03	1:12	1:30	1:48	2:06	2:24	2:42	3:00	3:18	3:39
	75	0:14	0:32	0:54	1:08	1:21	1:34	1:48	2:15	2:42	3:09	3:36	4:03	4:30	4:57	5:29
	100	0:18	0:42	1:12	1:30	1:48	2:06	2:24	3:00	3:36	4:12	4:48	5:24	6:00	6:36	7:18
	125	0:22	0:52	1:30	1:52	2:15	2:38	3:00	3:45	4:30	5:15	6:00	6:45	7:30	8:15	9:08
	150	0:27	1:03	1:48	2:15	2:42	3:09	3:36	4:30	5:24	6:18	7:12	8:06	9:00	9:54	10:57
	175	0:32	1:14	2:06	2:38	3:09	3:40	4:12	5:15	6:18	7:21	8:24	9:27	10:30	11:33	12:47
	200	0:36	1:24	2:24	3:00	3:36	4:12	4:48	6:00	7:12	8:24	9:36	10:48	12:00	13:12	14:36
	225	0:40	1:34	2:42	3:22	4:03	4:44	5:24	6:45	8:06	9:27	10:48	12:09	13:30	14:51	16:26
	250	0:45	1:45	3:00	3:45	4:30	5:15	6:00	7:30	9:00	10:30	12:00	13:30	15:00	16:30	18:16
	275	0:50	1:56	3:18	4:08	4:57	5:46	6:36	8:15	9:54	11:33	13:12	14:51	16:30	18:09	20:06
	300	0:54	2:06	3:36	4:30	5:24	6:18	7:12	9:00	10:48	12:36	14:24	16:12	18:00	19:48	21:54
	350	1:03	2:27	4:12	5:15	6:18	7:21	8:24	10:30	12:36	14:42	16:48	18:54	21:00	23:06	25:33
	400	1:12	2:48	4:48	6:00	7:12	8:24	9:36	12:00	14:24	16:48	19:12	21:36	24:00	26:24	29:12
	450	1:21	3:09	5:24	6:45	8:06	9:27	10:48	13:30	16:12	18:54	21:36	24:18	27:00	29:42	32:51
	500	1:30	3:30	6:00	7:30	9:00	10:30	12:00	15:00	18:00	21:00	24:00	27:00	30:00	33:00	36:30

Note: Table SA-2 is taken from the National Clay Pipe Institute (NCPI) tables which are based upon ASTM C828 "Test Method for Low Pressure Air Test for Vitrified Clay Pipe Lines" and ASTM C924 "Standard Practice for Testing Concrete Pipe Sewer Lines by Low Pressure Air Test Method."

Table SA-3  
Air Test Table For PVC and ABS Pipe  
Minimum Specified Time Required for a 1.0 PSIG Pressure Drop  
For Size and Length of Pipe Indicated for Q=0.0015 \*

Pipe Dia., Inches	Minimum Time, (min:sec)	Length for Minimum Time, ft.	Time for Longer Length, seconds	Specified Time for Length (L) Shown, (min:sec)							
				100 feet	150 feet	200 feet	250 feet	300 feet	350 feet	400 feet	450 feet
4	3:46	597	0.380 L	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	0.854 L	5:40	5:40	5:40	5:40	5:40	5:40	5:42	6:24
8	7:34	298	1.520 L	7:34	7:34	7:34	7:34	7:36	8:52	10:08	11:24
10	9:26	239	2.374 L	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418 L	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342 L	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692 L	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470 L	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674 L	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306 L	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366 L	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852 L	43:05	64:38	86:10	107:43	129:16	150:43	172:43	193:53
36	34:00	66	30.768 L	51:17	76:55	102:34	128:12	153:50	179:29	205:07	203:46

Note: Table SA-3 is taken from ASTM F1417 "Standard Test Method for Installation and Acceptance of Plastic Gravity Sewer Lines Using Low Pressure Air Test." ASTM F1417 conforms to Uni-Bell "Recommended Practice for Low Pressure Air Testing of Installed Sewer Pipe" (UNI-B-6-98).

- Q is the allowable leakage rate in cubic feet/minute/square foot of inside surface area of pipe

#### 4. Exfiltration Test

Exfiltration or leakage from the sewer line can be measured by recording the water level drop over a given period of time in a standpipe placed and connected in the upstream manhole. The measured drop in the time period can be converted by calculations to the leakage rate in terms of gallons per inch of pipe diameter per mile per day.

Exfiltration tests may be substituted for low pressure air tests where approved by the Engineer. Exfiltration tests will not be allowed where the external water pressure exceeds four (4) feet.

For the purpose of exfiltration testing, the internal water level shall be equal to the external water level plus four (4) feet as measured from the top of the highest pipe in the system being tested. This could be either a house lead or a lateral. However, the maximum total height of water above the invert of the pipe at the lower end shall not exceed sixteen (16) feet. A prospective test that would exceed this sixteen (16) foot limit should not be taken. The line under construction can be broken down into smaller sections such that the maximum head of sixteen (16) feet will not be exceeded.

The maximum exfiltration rate shall be the same as that permitted for the infiltration test. The exfiltration test procedure is summarized as follows:

- a. All service laterals, stubs and fittings into the sewer line(s) being tested should be properly capped or plugged, and carefully braced to resist the thrust actions developed by the internal water pressure. In preparing the blocking of plugs or end caps, it is extremely important to recognize that the five (5) to ten (10) feet of head in the standpipe will exert considerable thrust against the plugs or caps.
- b. A plug is inserted and tightened in the inlet pipe of the downstream manhole to which the water supply connection is made for filling the pipe.
- c. The upper manhole is plugged and securely tightened for connection to the standpipe. The standpipe is then placed in this manhole and connected to the tapped plug. The standpipe must be capable of handling from five (5) to ten (10) feet of water head to determine the tightness and soundness of the sewer line, as specified and directed by the Engineer.
- d. Water is introduced into the line at the downstream (lower) manhole until the standpipe in the upstream manhole has been completely filled. By filling the line from the lowest level, the air in the line is easily pushed ahead and, finally expelled through the standpipe at the upper end of the test section. Care should be taken to minimize entrapped air that will give distorted test results. The rate of drop in the standpipe may be quite rapid until the air has been expelled.
- e. After filling with water, the line must be allowed to stand for at least four (4) hours before beginning the test. During this time some water absorption into the manhole

structures and sewer pipe will take place. After the water absorption has stabilized, the water level in the standpipe is checked and water added if necessary.

- f. The test is now ready to begin. The drop in the standpipe is measured and recorded over a fifteen (15) minute period. To verify the first results, a second fifteen (15) minute test is suggested. This will also verify whether a stable condition exists in the line.
- g. The measured drops in the standpipe are converted to leakage in terms of gallons per inch diameter per mile per day.
- h. Another commonly used method of conducting water exfiltration testing is to utilize the manhole in lieu of a standpipe. The test procedure is exactly as outlined for using the standpipe. However, since the manhole is larger in diameter than the standpipe, this method normally requires a minimum two (2) hour test period in order to be able to record a measurable water level drop. Manhole leakage must also be considered in the leakage rate and test results.
- i. Caution should be taken about conducting exfiltration tests on sewer lines laid on steep grades. Consideration must be given to the downstream portion of the system to prevent excessive pressures in these lower lines. For these installations and where the upstream manholes are very deep, it is not advisable to fill the standpipe or manhole to the top when performing the test.

#### 5. Deflection Test for Plastic Pipe

The allowable maximum deflection shall be five (5) percent of internal pipe diameter. A deflection test gauge (Go, No-Go Gauge) as manufactured by Hurco Industries, Cherne Industries, or approved equal shall be used to verify that the maximum allowable deflection standard is met. The test gauge must have a minimum of 9 points. Proving rings must be provided to verify the gauge diameter. The gauge must be pulled through manually. Force will not be allowed. Pipe with deflections greater than five (5) percent will be considered unacceptable and shall be re-laid by the Contractor.

#### 6. Videotaping

As a means of insuring that pipe laying was properly done and that all joints are in a "home" position, the Contractor shall provide videotaping of all of the pipe laid that is thirty-six (36) inches in diameter and smaller. This videotaping shall be done no sooner than thirty (30) days after sewer installation is complete. The Contractor shall provide twenty-four (24) hours notice to both the Owner and Engineer prior to videotaping so that a representative may be present. A satisfactory review of the videotape by the Engineer shall be a condition for sewer acceptance by the Owner. Typical items to be reviewed on the videotape will include pipe deflection, pipe settlement, lead connections, joints and pipe cleanliness. If the videotape review reveals unsatisfactory conditions, the Contractor shall correct the conditions at his own cost and shall re-videotape the affected pipe sections for review by the Engineer.

END OF SECTION 33 31 00



## 33 31 10 – TEMPORARY BYPASS PUMPING

### PART 1 GENERAL

#### 1.1 DESCRIPTION

- A. Provide bypass pumping as required throughout the duration of the Work to maintain continuous sanitary sewer service. Provide for "Pump & Haul" operation when bypass pumping cannot be performed.
- B. CONTRACTOR to provide, operate, maintain, and remove all equipment, labor, materials, and supplies required for temporary bypass pumping and flow control precautions.

#### 1.2 REQUIREMENTS

- A. Bypass pumping contractor shall specialize in the design and operation of temporary bypass pumping systems; and provide a minimum five references of projects of a similar size and complexity completed in the last 5 years; Mersino Dewatering, Inc., Allied Pump Rentals (allied Technical Services, Inc.), or as approved.
- B. Provide bypass pumping at the following location:
  - a. Wiltshire Drive: From the existing sanitary manhole at Huntington Dr. to the next existing manhole Southwest along Wiltshire in front of # 717 Wiltshire, an approximate distance of 261 feet between manholes.
  - b. S. Dewey Street: From the existing sanitary manhole by the center of the intersection at E. Main St (M-21) west to the next sanitary manhole in front of #534 E. Main St. an approximate distance of 110 feet.
  - c. N. Comstock Street: From the existing sanitary manhole at intersection of S. Park St. west to the intersection of S. Washington, an approximate distance of 352 feet.
  - d. Chestnut St.: From existing sanitary manhole at Keifer to existing Manhole along the west side of Cleveland & Keifer, an approximate distance of 692 feet.
- C. Provide temporary piping and valve(s) as needed to assist the bypass pumping operation and to allow the Work to proceed. Provide 'Pump & Haul' service for any time when the Work prevents bypass pumping.
- D. Provide backup equipment to ensure continuous sanitary service.
- E. Maximum sound level produced from the pumping system and engine generators not to exceed 75 dB at a distance of 50 feet.
- F. Provide high level alarm in the bypass pumping manhole. Alarm shall be transmitted to CONTRACTOR and OWNER.
- G. CONTRACTOR shall have designated personnel for on-call maintenance and operation of the bypass pumping facility 24 hours a day, 7 days a week during bypass operations.

#### 1.3 PROJECT CONDITIONS

- A. Each existing sanitary flow stream shall be maintained at all times unless approved by Owner.

B. Required Bypass Pumping flows:

Location	Flows (gpm)*	
	Average	Peak
Comstock - #1942	1	16
Wiltshire - #1082	4	41
Dewey - #20147	60	663
Chestnut - #20295	34	59

\*Estimated based on 2018 flow metering, peak flow evaluation in 2018, and number of manholes upstream of 2018 meter locations

1.4 SUBMITTALS

- A. Provide a detailed plan of the entire bypass pumping operation for review and approval. Plan must be specific, complete, and shall include, but not be limited to, the following:
1. Location of flow diversion structures, collapsible sewer plugs, dams, pumps, temporary valves or isolation valves to be left in place, and related materials and equipment.
  2. Operational control factors.
  3. Pump size and flow rates.
  4. System instrumentation
  5. Routing of bypass force mains.
  6. Provisions to maintain vehicular traffic.
  7. Protection against pipe breaks.
  8. Cold weather pumping and piping requirements.
  9. Emergency Plan with emergency contact personal and phone numbers.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3. PREPARATION

- A. CONTRACTOR shall schedule a meeting with OWNER AND ENGINEER to discuss bypass arrangement plans and approval prior to commencing Work.
- B. No bypassing or blocking of the sanitary sewer is permitted without approval of OWNER.

### 3.1 INSTALLATION

- A. Locate bypass suction and discharge piping to minimize interference with pedestrian and vehicular traffic.
- B. Maintain access to all residents and properties in the affected area.
- C. Obtain approval from OWNER prior to modifying or removing any portion of a sanitary sewer structure for the purpose of installing the bypass system.
- D. Provide ramps or steel plates for bypass piping laid across roads, sidewalks and driveways to maintain traffic and pedestrian traffic as required.
- E. Demonstrate to OWNER and ENGINEER that bypass pumping system is operating and sized to handle the required flows by performing a test run for a period of 48 hours prior to taking existing system out of service.

### 3.2 FLOW CONTROL PRECAUTIONS

- A. Maintain bypass pumping operations 24 hours per day to prevent any flooding or backups in the sanitary sewer system.
- B. CONTRACTOR shall take precautions to protect the public health and to protect the sewer lines from damage resulting from surcharging.
- C. CONTRACTOR shall take precautions to ensure that flow control operations do not cause flooding or damage to public or private property being served by the sewer involved and be responsible for any damage resulting from his flow control operations.
- D. Should any sewage matter from the system be spilled, discharged, leaked or otherwise be deposited to the open environment as a result of CONTRACTOR'S flow control operation, he shall immediately notify OWNER'S sewer system operating personnel and appropriate regulatory agencies, perform required cleanup, disinfect the affected area and assume all costs associated with same.

### 3.3 REMOVAL OF BYPASS PUMPING SYSTEM

- A. Demonstrate to OWNER and ENGINEER that the pumping station modifications have been completed and the station is operational by performing a test run for a period of 4 days prior to removing bypass pumping system.
- B. Drain bypass pumps and piping into the sanitary sewer prior to disassembly.
- C. Reconstruct or replace any sanitary sewer structures modified or removed as a result of the bypass pumping operation.
- D. Repair or replace any existing facilities disturbed by the bypass pumping operation including sidewalks, curbs and pavement. Reseed disturbed areas.

## PART 4 MEASUREMENT AND PAYMENT

### 4.1 PAYMENT

- A. All associated work to furnish, install, operate and remove Bypass Pumping shall be paid for by the Lump Sum after this item of work is completed and the sanitary sewer system is operational and pump system is removed. Payment will be as follows:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Sanitary Sewer Bypass Pumping, Wiltshire	LSUM
Sanitary Sewer Bypass Pumping, Dewey	LSUM
Sanitary Sewer Bypass Pumping, Comstock	LSUM
Sanitary Sewer Bypass Pumping, Chestnut	LSUM

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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 2020 Standard Specifications and in accordance with any Supplemental Specifications, the MDOT Maintaining Traffic Typical 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 any temporary 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 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 rights of way of Wiltshire Drive, Dewey Street, Comstock Street, Chestnut Street (as well as Huntington Drive, W. Main Street, Washington Street, Park Street, Keifer Street, Cleveland Avenue for bypass pumping operations) and within the extents 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.

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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. 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 sidewalk ramps and driveways shall be constructed as directed by the Engineer, and the cost shall be included in the Maintaining Traffic Pay Items.

Drums used shall be plastic drums only.

Barricades used to control traffic at night shall be lighted.

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

Gas powered arrow boards are prohibited.

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 shall schedule work between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, except for pre-scheduled night work. Only work allowed outside these time periods will be pre-scheduled night work. No work is allowed on Sundays or National Holidays. The Contractor shall coordinate work so that any necessary preliminary or closing operations are also done within these time periods.

Prescheduled night work is anticipated at the Dewey Street project location to maintain normal business hours of the adjacent restaurant.

For work performed at night (after sunset), Contractor must provide lighting per Michigan Department of Transportation 2020 Standard Specifications for Construction, Section 812.03.H. Lighting for Night Work. Lighting will be paid as the Lump Sum Pay Item **Ltg for Night Work**.

The Lump Sum unit price for **Ltg for Night Work** includes submittal of a work area lighting plan and furnishing, installing, relocating, replacing, and maintaining lighting for the entire project. If night work is required, there will be no adjustments in the lump sum price regardless of the number or type of lighting systems or if standby units are required to complete all night work on the project as described in subsection 812.03.H and as directed by the Engineer.

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Traffic shall be maintained in accordance to the following MDOT Maintaining Traffic Typical:

- M0020a
- WZD-100-a
- WZD-125-e
- 4125B-M-TR-NFW-2LC-(IN)

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

CONSTRUCTION

The Contractor shall furnish, erect, maintain, and upon completion of the work, remove all traffic control devices and barricades within the project limits and around the perimeter of the project.

Local traffic shall be maintained at all times, however in the case of an emergency, the Contractor shall notify the Engineer and municipality or other necessary agencies of any road closures or potential conflicts within the project area.

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

Maintain pedestrian access throughout the project at all times during construction, on at least one side of the street. Stage the removal and replacement of sidewalks and ramps as required. Temporary barricades included in the pedestrian access plan will be paid for as **Pedestrian Type II Barricade, Temp**. If any hard surfaces or temporary ramps are required to maintain pedestrian access as a result of the Contractor's staging plan, those items will be at the Contractor's expense and will not be paid for separately.

MEASUREMENT AND PAYMENT

Payment for Maintaining Traffic shall be in accordance with Section 812 of the Michigan Department of Transportation 2020 Standards for Construction for the work items listed on the plans and in the proposal, which shall be payment in full for all labor, material, and equipment needed to accomplish this work.

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Payment for Temporary Signs, Lighted Arrows, Plastic Drums, and Barricades shall be made based on the maximum quantity in place at any one time as determined by the Engineer for the entire project. Moving of units from one location to another is considered included in the appropriate pay item.

Any additional signing or maintaining traffic devices required to expedite the construction or facilitate the Contractor's operations shall be at the Contractor's expense.