

**BID DOCUMENTS
FOR
2023 WATER SERVICE LINE IDENTIFICATION PROJECT
EGLE DWAM GRANT**



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

February 6, 2023

NOTICE TO BIDDERS
2023 WATER SERVICE LINE IDENTIFICATION PROJECT
FOR THE CITY OF OWOSSO, MICHIGAN

Sealed proposals will be received by the city of Owosso for the **2023 WATER SERVICE LINE IDENTIFICATION PROJECT** bid and should be addressed to:

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

Major items include: hydro excavating water service lines at curb stop, concrete restoration, and lawn restoration.

Bids will be accepted until **3:00 p.m. TUESDAY, March 7, 2023** for the **2023 WATER SERVICE LINE IDENTIFICATION 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 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 WATER SERVICE LINE IDENTIFICATION 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 or on the MITN website at 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. The bid shall be valid for a period of 90 days from the date of opening. A bid valid for a shorter period may be rejected by the city of Owosso. During the bid validity period, the bidder shall maintain its original bid without any change to the proposed unit prices and total price.

No work can begin before April 17, 2023 and all work is to be completed by June 24, 2023.

INQUIRIES/ADDENDUMS

Addendums will be available on the city's website at www.ci.owosso.mi.us and on the MITN website at www.mitn.info.

All inquiries regarding this bid request must be 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 at clayton.wehner@ci.owosso.mi.us. Call 989-725-0551 to arrange to field inspection.

INSTRUCTIONS TO BIDDERS

1. Each proposal must be signed by the bidder with his usual signature. Bids by partnerships should be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind it in the matter. **Any paperwork not filled out properly or signed will cause the bid to be considered non-responsive and shall be rejected by the city.**
2. Proposals, to receive consideration, must be received prior to the specified time of opening and reading as designated in the invitation.
3. Bidders are requested to use the proposal form furnished by the city when submitting their proposals. Envelopes must be **sealed** when submitted and clearly marked on the outside indicating the name of the bid.
4. Proposals having and erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
5. References in the specifications or description of materials, supplies, equipment, or services to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the type of materials or supplies, equipment, or nature of the work desired. They should not be construed as excluding proposals on equivalent types of materials, supplies, and equipment or for performing the work in a manner other than specified. However, the bidders' attention is called to General Condition seven (7).
6. Proposals should be mailed or delivered to: Bid Coordinator's Office, City Hall, 301 W. Main Street, Owosso, MI 48867.
7. Special conditions included in this inquiry shall take precedence over any conditions listed under General Conditions or Instructions to Bidders.
8. Insurance coverage – The winning bidder, prior to execution of the contract, shall file with the city copies of completed certificates of insurance naming the city of Owosso as an additional insured party, as evidence that the contractor carries adequate insurance satisfactory to the city.
9. The 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 WATER SERVICE LINE IDENTIFICATION 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 WATER SERVICE LINE IDENTIFICATION PROJECT listed below at the following prices to wit:

Bid Items (1-10)

Item	Description	Approx. Quantity	Unit	Unit Price	Total Price
1	Hydro-Excavation, 0 to 2 ft diameter	447	Ea		
2	Hydro-Excavation, 2 to 6 ft diameter	70	Ea		
3	Hydro-Excavation, 6 ft diameter and Greater	10	Ea		
4	HMA Pavement Removal	650	Sft		
5	Aggregate Base Course	60	Ton		
6	Hand Patching, HMA	15	Ton		
7	Concrete Replacement, 4 inch thick	1050	Sft		
8	Concrete Replacement, 6 inch thick	750	Sft		
9	Maintenance Gravel	30	Ton		
10	Maintaining Traffic	1	LSUM		

Bidder's Initial _____

Total of Bid Items (Items 1-10):

(use words)

\$

(use figures)

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

If the work is not complete on or before the date set for completion or any extension, the Contractor shall pay the city liquidated damages of *eight hundred dollars (\$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 17, 2023 and will substantially complete the entire work under this contract by June 24, 2023. This schedule may be extended for rain days or cold weather for calendar days after June 24, 2023, only as approved by the city of Owosso.

On behalf of _____, I hereby submit this proposal for **2023 WATER SERVICE LINE IDENTIFICATION 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. The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the city accept this proposal. 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' 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

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.

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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

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

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

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 ¹
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 ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
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 ⁴
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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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. 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 or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

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

Privacy Act Notice

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

PROOF OF INSURANCE

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

NAMED INSURED (CONTRACTOR)	<u>COMPANIES AFFORDING COVERAGE</u>
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 WATER SERVICE LINE IDENTIFICATION 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 _____

PROGRESS CLAUSE

City of Owosso/CW

1 of 1

January 2023

In no case shall any work be commenced prior to receipt of formal notice of award by the City of Owosso.

The Contractor shall prepare and submit a complete, detailed, and signed MDOT Form 1130, Progress Schedule, according to 12SP-101A.

The progress schedule shall include, at minimum, the controlling work items for the completion of the project, as well as the planned dates or work days that these work items will be 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 Progress Schedule.

If the bidding Proposal specifies controlling dates, these shall also be included in the Progress Schedule.

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

1. No work shall begin before April 17, 2023.
2. All work shall be completed on or before June 24, 2023.

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 should attend the preconstruction meeting if such items materially affect the work schedule.

Liquidated Damages shall be assessed in accordance with Section 108.10 of the 2020 Standard Specifications for Construction.

**CITY OF OWOSSO
SPECIAL PROVISION
FOR
TECHNICAL SPECIFICATIONS**

City of Owosso/CW

1 OF 1

June, 2022

General Requirement

The MDOT 2020 STANDARD SPECIFICATIONS FOR CONSTRUCTION shall govern all technical specifications for this project. The following parts of the Contract will prevail over all other parts in the following order:

1. Special Provisions.
2. Supplemental Specifications.
3. Project Plans and Drawings.
4. MDOT Standard Plans.
5. 2020 Standard Specifications
6. City of Owosso Standard Specifications.

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

CITY OF OWOSSO
SPECIAL PROVISION
FOR
CONCRETE SIDEWALK AND DRIVEWAY REPLACEMENT

OHM:JTR

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01/18/2023

DESCRIPTION

This work consists of removing and replacing concrete sidewalks or driveways at locations where pavement removal is required to complete water service lead site investigations. Perform work in accordance with Sections 204, 601, 602, 801 and 803 of the MDOT 2020 Standard Specifications for Construction and MDOT Standard Plan R-29 Series for Concrete Driveway and Sidewalk details.

MATERIALS

Sand Base: Granular Class II – Section 902
Concrete: MDOT Grade 3500 PSI, Air Entrained – Section 601
Curing Materials: Section 903
Joint Materials: Section 914

CONSTRUCTION

Sawcut, remove and dispose of existing concrete driveway or sidewalk pavement. Only remove the area required to perform the hydro-excavation site investigations. If adjacent concrete is deteriorated, remove the existing concrete to the nearest existing pavement joint. The limits for removal are as specified on the plans or as directed by the Engineer in the field. Pavement replacement areas must be approved by the Engineer prior to removal.

Place a minimum of 4” of sand base material compacted in place to 95% Maximum Density below all areas requiring new concrete placement. Place concrete to the thickness required to match existing adjacent pavement section. Hand broom finish new concrete to match existing adjacent pavement and apply curing compound. Protect new concrete until hardened to prevent damage from foot traffic or vandalism.

Perform driveway work part width where possible to allow access at all times. Work shall be performed in accordance with Subsections 801 and 803.

MEASUREMENT AND PAYMENT

<u>Pay Item</u>	<u>Pay Unit</u>
Concrete Replacement, 4 inch thick.....	Square Foot
Concrete Replacement, 6 inch thick.....	Square Foot

The Engineer will measure **Concrete Replacement, X inch thick** in-place by the square foot, measured at the perimeter of the replacement area by length and width. The Engineer will determine the thickness of the concrete pavement replacement by measuring the thickness of the removed pavement, along the exposed face of the sawcut area. The thickness will be determined to the nearest inch. Pavement up to 4 inches in thickness will be paid as **Concrete Replacement, 4 inch thick**. Pavement greater than 4 inches and up to 6 inches in thickness will be paid as **Concrete Replacement, 6 inch thick**.

The unit price for these pay items includes sawcutting and removing the existing sidewalk or driveway concrete pavement, regardless of the thickness of existing pavement. The unit prices include placement and compaction of the sand base, placement of concrete of the required thickness, and finishing and protecting the new concrete.

The unit prices include furnishing all associated labor, materials, equipment, and appurtenances required to complete the work as specified.

CITY OF OWOSSO
SPECIAL PROVISION
FOR
HMA REPLACEMENT

OHM:JTR

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01/18/2023

DESCRIPTION

This work consists of removing and replacing HMA driveways or roadway pavement at locations where removal is required to complete water service lead site investigations. Perform work in accordance with Sections 204, 302 and 501 of the MDOT 2020 Standard Specifications for Construction.

MATERIALS

HMA - 4EML placed in two equal lifts for a total of 5.0 inches thick.
Performance Grade asphalt binder - PG58-28
Aggregate base course - MDOT Dense Graded Aggregate 21AA.
Bituminous Bond Coat - per Section 501 placed at the uniform rate of application 0.05 to 0.15 gallons per square yard.

CONSTRUCTION

Sawcut, remove and dispose of existing HMA driveway or roadway pavement. Only remove the area required to perform the hydro-excavation site investigations. The limits for removal are as specified on the plans or as directed by the Engineer in the field. HMA pavement replacement areas must be approved by the Engineer prior to removal.

Place aggregate base course at a minimum of 8 inches thick in any areas requiring new HMA, or as directed by the Engineer. Place and compact the Aggregate Base in place to 98% Maximum Density.

Place HMA in maximum lifts at 275 lbs/syd. HMA thickness must be 5" thick or as determined by the Engineer. Apply bituminous Bond Coat to edges of existing adjacent pavement materials prior to HMA placement. Compact the HMA to a minimum of 92.0% maximum density.

MEASUREMENT AND PAYMENT

<u>Pay Item</u>	<u>Pay Unit</u>
HMA Pavement Removal.....	Square Foot
Aggregate Base Course.....	Ton
Hand Patching HMA.....	Ton

The Engineer will measure **HMA Pavement Removal** in-place by the square foot, measured at the perimeter of the replacement area by length and width, regardless of the thickness of the existing pavement material. The unit price for this item includes sawcutting and removing the existing HMA pavement.

The Engineer will measure **Aggregate Base Course** by the Ton, based on certified scale weight tickets. The unit price for this Pay Item includes compacting the existing subgrade material at the removal area and furnishing, placing and compacting the aggregate base course in lifts, to the full thickness required.

The Engineer will measure **Hand Patching HMA** by the Ton, based on certified scale weight tickets. The unit price for this Pay Item includes placing and compacting the new HMA in lifts within the removal area and placing required tack and bond coats.

The unit prices include furnishing all associated labor, materials, equipment, and appurtenances required to complete the work as specified.

CITY OF OWOSSO
SPECIAL PROVISION
FOR
HYDRO-EXCAVATION

OHM:JTR

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01/18/2023

DESCRIPTION

This work consists of excavating site investigation “potholes” using the method of hydro-excavation at designated locations along existing water service lines to expose the line and determine the service line size and material type. Complete work in accordance with Section 205 of the MDOT2020 Standard Specifications for Construction.

MATERIALS

Backfill: Granular Material, Class II, III – Section 902

CONSTRUCTION

Hydro-Excavation. Contractor is responsible for locating the curb stop box. Remove existing soils, debris and materials within site investigation pothole area using pressurized water. Use an air conveyance or vacuum system to remove or transfer soils, debris and materials into an isolated tank.

Excavate a pothole using hydro-excavation methods at the site investigation locations identified in the Contract Documents, or as directed by the Engineer in the field. Each pothole must be a minimum distance of 18-inches from the curb stop.

Limit the hydro-excavation pothole area to the minimum size required to access the existing water service line. The service line depths are anticipated to be a maximum of 6 feet deep. The approximate limits of hydro-excavation pothole are estimated to be 2 feet in diameter at each location. Unearth and make visible the existing water service line, then identify and document the size (diameter) and material type of the line.

If the pothole is performed in a lawn area, carefully remove the existing sod, then preserve and protect the sod for re-installation after backfill operations area complete. If the pothole is performed in an area with concrete or HMA pavement, remove the pavement in accordance with the applicable specifications.

Minimize earth disturbance at the pothole site. Preserve and protect existing items such as structures, utilities, pavements, landscape plantings, adjacent lawns, trees, shrubs, and fences during hydro-excavation work. Protect roots from landscape plantings from exposure. Relocate site for pothole as necessary to avoid damage to adjacent items, as approved by the Engineer. Repair damage caused to any existing item not specified for removal at no additional cost to Owner.

If a large object (utilities, boulders, vaults, roots, etc.) is encountered during hydro-excavation and the object cannot be removed using standard hydro-excavation and vacuum extraction methods, obtain approval from the Engineer to relocate the pothole or increase the size of the pothole, to avoid the object.

- 1. Backfill of the pothole.** Once the hydro-excavation and identification of the water service line is complete, obtain approval from the Engineer to place backfill. Immediately place and compact backfill material in lifts within the entire depth of the pothole. In lawn areas, complete backfill to bottom of sod. In paved areas, complete backfill to the bottom of sand subbase (concrete areas) or aggregate base (HMA areas).

CITY OF OWOSSO
SPECIAL PROVISION
FOR
HYDRO-EXCAVATION

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- 2. Restoration of pothole site.** Once backfill is complete, restore the pothole site.
- a. **Lawn areas.** Reinstall the existing sod. Install the sod to match the grade of the adjacent lawn areas. If the Engineer determines that the sod is damaged or unsuitable to be reinstalled, restore the area with topsoil, seed, fertilizer and mulch.

If the Engineer determines that any adjacent lawn areas were disturbed during the hydro-excavation operations, restore the area by eliminating any ruts in the existing lawn, and restore with topsoil, seed, fertilizer and mulch. Perform restoration with topsoil, seed, fertilizer and mulch in accordance with the Special Provision for Turf Establishment. Any restoration required, in addition to reinstalling the sod plug, will be performed at no additional cost to the Owner.
 - b. **Paved areas.** Replace the pavement section in accordance with the applicable specifications.

MEASUREMENT AND PAYMENT

<u>Pay Item</u>	<u>Pay Unit</u>
Hydro-Excavation, 0 to 2 ft diameter.....	Each
Hydro-Excavation, 2 ft to 6 ft diameter.....	Each
Hydro-Excavation, 6 ft diameter and Greater.....	Each

The Engineer will measure Pay Items for **Hydro-Excavation** per-each pothole site investigation performed. The limits for each item are as follows:

- Hydro-Excavation, 0 to 2 ft diameter:** Pothole up to 2 feet in diameter, and up to 8 feet in depth
- Hydro-Excavation, 2 ft to 6 ft diameter:** Pothole greater than 2 feet in diameter, up to 12 feet in depth
- Hydro-Excavation, 6 ft diameter and Greater:** Pothole greater than 6 feet in diameter, up to 20 feet in depth

A majority of the potholes for site investigations are expected to be 2 ft in diameter and less. **If a pothole larger than 2 feet in diameter is deemed necessary to investigate the water service line, obtain approval from the Engineer prior to commencement.** Payment will not be made for unauthorized Hydro-Excavation locations greater than 2 feet, without prior approval from the Engineer.

The unit prices include furnishing all associated labor, materials, equipment, and appurtenances required to complete the work as specified. Work includes removing and preserving the existing sod, performing the hydro-excavation and removing the existing material above the existing water service line, identifying the size and type of the water service line, backfilling and compacting the excavated area to the limits specified, reinstalling the existing sod, and performing restoration of damaged lawn areas.

Concrete and HMA pavement removals and replacements will be paid for separately. Removal of the aggregate and sand bases beneath existing pavements is included in the unit prices for **Hydro-Excavation**.

CITY OF OWOSSO
SPECIAL PROVISION
FOR
MAINTAINING TRAFFIC

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DESCRIPTION

This work consists of all labor, materials and equipment required to maintain traffic within the Construction Influence Area (CIA) of the water service lead site investigation locations.

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 for Construction and in accordance with any Supplemental Specifications. All traffic control devices must conform to Part 6 of the 2011 Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

CONSTRUCTION INFLUENCE AREA

The CIA shall include the right of way and properties which have signed a temporary easement as listed in the Project Site Locations sheets as well as any locations necessary for construction signing.

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 investigation. Driveways that are to be removed and replaced shall be maintained with Maintenance Gravel and shall be constructed as part width.

TRAFFIC RESTRICTIONS

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

Contractor shall backfill any site investigation pothole(s), and/or trench(es) prior to the end of the workday, no open pothole(s) and/or trench(es) will be allowed overnight.

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

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

All local noise and dust control ordinances apply to this project. Work hours are Monday-Saturday, 7:00am to 7:00pm. No work is allowed outside these time periods. No work is allowed on Sunday or National Holidays. The Contractor shall coordinate works so that any necessary preliminary or closing operations are also done within these time periods.

CONSTRUCTION

Coordinate 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.

Maintain pedestrian access throughout the entire project at all times during investigations. Areas of sidewalk that are to be removed and replaced shall be maintained with Maintenance Gravel. Pedestrians

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FOR
MAINTAINING TRAFFIC

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access to all residences, churches, and businesses shall be allowed at all times.

Maintain access to all adjacent property locations at all times. Temporary ramps for sidewalks, ramps, and driveways shall be constructed as directed by the Engineer. Maintenance gravel shall be dense-graded aggregate, MDOT 21AA, or Engineer approved equal.

TRAFFIC CONTROL DEVICES

The Contractor is responsible for maintaining all traffic control devices and is required to review the condition and adequacy of traffic control devices each working day for the project duration. Any damaged or inadequate traffic control devices shall be replaced at no additional cost to the Owner.

All temporary traffic control signs shall be placed at a distance “D”, “B,” and “L’ as per MDOT Maintaining Traffic Typical 101-GEN-SPACING-CHARTS.

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

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

Maintaining Traffic includes all additional work and materials necessary for traffic maintenance, utility maintenance and coordination, and maintenance during all items included within this contract.

MEASUREMENT AND PAYMENT

<u>Pay Item</u>	<u>Pay Unit</u>
Maintaining Traffic.....	Lump Sum
Maintenance Gravel.....	Ton

Payment for **Maintaining Traffic** shall be Lump Sum. Unit prices include furnishing all labor, material, and equipment needed to provide the maintenance of traffic devices required to accomplish this work. Unit prices include delivery of traffic control devices, relocating as needed between site investigation locations, operation throughout the project, and removal at project completion.

Any measures required to maintain traffic are included in unit prices for **Maintaining Traffic**. Temporary signs, arrow boards, channelizing devices, traffic regulator control, and barricades will not be paid for separately. **Maintenance Gravel** will be paid for separately, only as directed by the Engineer. Maintenance Gravel will not be paid without prior approval of the Engineer.

Payment for **Maintenance Gravel** includes installation of a temporary aggregate base course at locations directed by the Engineer in order to maintain vehicle and pedestrian traffic. The Engineer will measure **Maintenance Gravel** by the Ton based on certified scale weight tickets.

CITY OF OWOSSO
SPECIAL PROVISION
FOR
TURF ESTABLISHMENT

OHM:JTR

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DESCRIPTION

Delete Section 816 of the MDOT 2020 Standard Specifications for Construction in its entirety and replace it with this Special Provision. The Contractor is responsible for the performance and quality of turf growth in the required turf restoration areas. Comply with all local, state and federal laws when completing this work.

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

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

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

Use of restricted use chemicals is prohibited.

CONSTRUCTION

The Contractor is responsible for all work and all construction methods used in completing this work. Implementation of any part of the standard specifications or standard plans by the Contractor does not relieve the Contractor of responsibility for acceptability of the construction methods or for the quality of the work.

A. Erosion Control. Control erosion at all times according to section 208 of the Standard Specifications for Construction. Control of soil erosion is the responsibility of the Contractor. However, sedimentation controls must be placed as indicated on the plans or as directed by the Engineer. Continuously monitor the site for needed erosion repair from any cause as addressed in the contract. Return all eroded areas to original grade as detailed in the contract. Take immediate corrective action if sedimentation occurs in drainage structures or any watercourse or water containment area and stabilize all disturbed areas contributing to this sedimentation within 24 hours after the erosion occurrence. Remove sediment deposited as a result of the Contractor's inability to control the soil erosion at the Contractor's expense.

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

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

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

C. Mowing and Weeding. Maintain turf to a visually appealing level, and not more than 8 inches in height at any time, prior to acceptance. Weeds must be controlled to less than 10 percent of the turf establishment area at all times during construction.

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FOR
TURF ESTABLISHMENT

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D. Final Acceptance and Supplemental Performance Bond.

1. Final Acceptance Parameters.

- a. Ensure before final acceptance of the turf establishment work, all of the following minimum parameters are met throughout all exposed areas of the project designated on the plans or identified by the Engineer as turf establishment areas: there must be no exposed bare soil and the turf must be fully germinated, erosion free, weed free, disease free, dark green in color and in a vigorous growing condition.
- b. The Engineer will notify the Contractor of the dates and times of all acceptance inspections. The Contractor may accompany the Engineer during these inspections. If the Contractor does not agree with the decision made by the Engineer, the Contractor may request an inspection by a mutually agreed upon third party (Michigan State University Extension service or other). A joint inspection, to include the Engineer, the Contractor, and the third party, will be scheduled by the Engineer. The Contractor shall pay all expert fees and expenses charged by the third party.

MATERIALS

Provide topsoil, seed, mulch, pesticide, herbicide, mulch blankets and any other unique erosion control materials as necessary to fulfill this specification, as detailed on the plans. Use additional materials, as necessary, to meet the standards set forth for turf establishment in this Special Provision. The use of sod on the project requires the prior approval of the Engineer.

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

A. Soil. Provide furnished or salvaged topsoil, which may be blended compost, that will support vigorous growth. Ensure topsoil is humus bearing and placed at least 4 inches deep. Ensure it is free of stones larger than 1/2 inch (2 inches on freeway projects) in diameter and other debris. Trim and grade the finished slope in accordance with subsection 205.03.N of the Standard Specifications for Construction.

B. Seed. Use a seeding mixture that is composed of four or more species of perennial grass. Use only species and their cultivars or varieties which are guaranteed hardy for Michigan.

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

1. Ensure the seed is legally saleable in Michigan. Ensure the seed product does not contain more than 10 percent inert materials. Ensure the seed source is an MDOT approved certified vender.
2. Ensure at least two of the species in the mixture proposed to be planted within 15 feet behind the curb or the shoulder are salt tolerant.

C. Mulch. Mulch seeded areas with the appropriate materials for the site conditions to promote germination and growth of seed and to mitigate soil erosion and sedimentation.

D. Herbicides. Comply with all federal, state and local laws. As part of the MDA weed control application, the Contractor is required to make proper notifications and/or postings as per label and MDA requirements for all locations that will be sprayed. Notify the Engineer at least 48 hours prior to any applications being made. Furnish and apply herbicide(s) as needed. It is the Contractor's responsibility to select the

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herbicide(s) and the rate at which it is used.

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

E. Fertilizers. Furnish and apply fertilizer(s) as needed. It is the Contractor's responsibility to select the fertilizer(s) and the rate at which it is used. Phosphorus is allowed for use only at the time of planting and when required by soil conditions.

F. Water. Furnish and apply water from an approved source at a rate to promote healthy growth.

MEASUREMENT AND PAYMENT

Turf establishment work is incidental to Hydro-Excavation Pay Items and will not be paid for separately. See Special Provision for Hydro-Excavation for details on pay limits for that item.

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

Address	Pothole
515 ABBOTT ST	Both Sides of Curb Stop Box
715 ABREY AV	Both Sides of Curb Stop Box
816 ABREY AV	Both Sides of Curb Stop Box
1200 ADA ST	Both Sides of Curb Stop Box
1204 ADA ST	Both Sides of Curb Stop Box
1220 ADA ST	Both Sides of Curb Stop Box
1265 ADA ST	Both Sides of Curb Stop Box
1303 ADA ST	Both Sides of Curb Stop Box
643 ADAMS ST	Both Sides of Curb Stop Box
1228 ADAMS ST	Both Sides of Curb Stop Box
1230 ADAMS ST	Both Sides of Curb Stop Box
1250 ADAMS ST	Both Sides of Curb Stop Box
670 AIKEN ST	Both Sides of Curb Stop Box
746 AIKEN ST	Both Sides of Curb Stop Box
600 ALGER AV	Both Sides of Curb Stop Box
718 AMENT ST	Both Sides of Curb Stop Box
1001 N BALL ST	Both Sides of Curb Stop Box
1008 N BALL ST	Both Sides of Curb Stop Box
1329 N BALL ST	Both Sides of Curb Stop Box
1120 BEEHLER ST	Both Sides of Curb Stop Box
612 BRADLEY ST	Both Sides of Curb Stop Box
516 BRANDON ST	Both Sides of Curb Stop Box
323 N BROOKS ST	Both Sides of Curb Stop Box
1008 BUCKLEY DR	Both Sides of Curb Stop Box
1406 BUCKLEY DR	Both Sides of Curb Stop Box
431 BULLARD DR	Both Sides of Curb Stop Box
900 CAMPBELL DR	Both Sides of Curb Stop Box
1400 CARR ST	Both Sides of Curb Stop Box
507 S CEDAR ST	Both Sides of Curb Stop Box
1004 S CEDAR ST	Both Sides of Curb Stop Box
770 S CHESTNUT ST	Both Sides of Curb Stop Box
802 S CHESTNUT ST	Both Sides of Curb Stop Box
821 S CHESTNUT ST	Both Sides of Curb Stop Box
130 N CHIPMAN ST	Both Sides of Curb Stop Box
524 N CHIPMAN ST	Both Sides of Curb Stop Box
807 N CHIPMAN ST	Both Sides of Curb Stop Box
1220 N CHIPMAN ST	Both Sides of Curb Stop Box
1260 N CHIPMAN ST	Both Sides of Curb Stop Box
800 S CHIPMAN ST	Both Sides of Curb Stop Box
712 CLINTON ST	Both Sides of Curb Stop Box
200 E COMSTOCK ST	Both Sides of Curb Stop Box
527 E COMSTOCK ST	Both Sides of Curb Stop Box
522 CORUNNA AV	Both Sides of Curb Stop Box
728 CORUNNA AV	Both Sides of Curb Stop Box
1411 CORUNNA AV	Both Sides of Curb Stop Box
1605 CORUNNA AV	Both Sides of Curb Stop Box
203 HAZELTON RD	Both Sides of Curb Stop Box
405 HAZELTON RD	Both Sides of Curb Stop Box
1607 HENRY ST	Both Sides of Curb Stop Box

Address	Pothole
1607 CORUNNA AV	Both Sides of Curb Stop Box
745 COVENTRY AV	Both Sides of Curb Stop Box
770 COVENTRY AV	Both Sides of Curb Stop Box
437 CURWOOD DR	Both Sides of Curb Stop Box
439 CURWOOD DR	Both Sides of Curb Stop Box
1214 DEVONSHIRE CT	Both Sides of Curb Stop Box
410 N DEWEY ST	Both Sides of Curb Stop Box
1105 N DEWEY ST	Both Sides of Curb Stop Box
1209 N DEWEY ST	Both Sides of Curb Stop Box
538 DIMMICK ST	Both Sides of Curb Stop Box
1014 DINGWALL DR	Both Sides of Curb Stop Box
729 DIVISION ST	Both Sides of Curb Stop Box
916 DIVISION ST	Both Sides of Curb Stop Box
1793 DOWLING DR	Both Sides of Curb Stop Box
114 E EXCHANGE ST	Both Sides of Curb Stop Box
614 E EXCHANGE ST	Both Sides of Curb Stop Box
801 E EXCHANGE ST	Both Sides of Curb Stop Box
202 W EXCHANGE ST	Both Sides of Curb Stop Box
623 FIFTH ST	Both Sides of Curb Stop Box
655 FIRST ST	Both Sides of Curb Stop Box
602 FLETCHER ST	Both Sides of Curb Stop Box
721 FLETCHER ST	Both Sides of Curb Stop Box
904 FLETCHER ST	Both Sides of Curb Stop Box
613 FRAZER AV	Both Sides of Curb Stop Box
1310 FREDERICK ST	Both Sides of Curb Stop Box
1322 FREDERICK ST	Both Sides of Curb Stop Box
1417 FREDERICK ST	Both Sides of Curb Stop Box
1518 FREDERICK ST	Both Sides of Curb Stop Box
1521 FREEMAN ST	Both Sides of Curb Stop Box
518 GELLATLY CT	Both Sides of Curb Stop Box
315 GENESEE ST	Both Sides of Curb Stop Box
430 GENESEE ST	Both Sides of Curb Stop Box
645 GLENWOOD AV	Both Sides of Curb Stop Box
201 GOODHUE ST	Both Sides of Curb Stop Box
821 N GOULD ST	Both Sides of Curb Stop Box
913 N GOULD ST	Both Sides of Curb Stop Box
924 GRACE ST	Both Sides of Curb Stop Box
717 GRAND AV	Both Sides of Curb Stop Box
720 GRAND AV	Both Sides of Curb Stop Box
726 GRAND AV	Both Sides of Curb Stop Box
1807 GROVE AV	Both Sides of Curb Stop Box
714 GROVER ST	Both Sides of Curb Stop Box
825 GROVER ST	Both Sides of Curb Stop Box
1144 GROVER ST	Both Sides of Curb Stop Box
405 GUTE ST	Both Sides of Curb Stop Box
423 HAMBLIN ST	Both Sides of Curb Stop Box
908 MOORE ST	Both Sides of Curb Stop Box
921 NAFUS ST	Both Sides of Curb Stop Box
620 E OLIVER ST	Both Sides of Curb Stop Box

Address	Pothole
1305 HERMAN ST	Both Sides of Curb Stop Box
1511 HERMAN ST	Both Sides of Curb Stop Box
1534 HIAWATHA DR	Both Sides of Curb Stop Box
621 N HICKORY ST	Both Sides of Curb Stop Box
647 N HICKORY ST	Both Sides of Curb Stop Box
1010 N HICKORY ST	Both Sides of Curb Stop Box
1217 N HICKORY ST	Both Sides of Curb Stop Box
120 N HOWELL ST	Both Sides of Curb Stop Box
200 HOYT ST	Both Sides of Curb Stop Box
701 HUNTINGTON DR	Both Sides of Curb Stop Box
725 HUNTINGTON DR	Both Sides of Curb Stop Box
805 HUNTINGTON DR	Both Sides of Curb Stop Box
1301 HUNTINGTON DR	Both Sides of Curb Stop Box
401 HURON ST	Both Sides of Curb Stop Box
1921 KILBOURN AV	Both Sides of Curb Stop Box
451 E KING ST	Both Sides of Curb Stop Box
826 W KING ST	Both Sides of Curb Stop Box
1111 W KING ST	Both Sides of Curb Stop Box
1465 W KING ST	Both Sides of Curb Stop Box
1014 KRUST DR	Both Sides of Curb Stop Box
709 LINGLE AV	Both Sides of Curb Stop Box
905 LINGLE AV	Both Sides of Curb Stop Box
752 LINWOOD ST	Both Sides of Curb Stop Box
1407 LYNN ST	Both Sides of Curb Stop Box
1428 LYNN ST	Both Sides of Curb Stop Box
1507 LYNN ST	Both Sides of Curb Stop Box
210 N LYON ST	Both Sides of Curb Stop Box
604 E MAIN ST	Both Sides of Curb Stop Box
818 E MAIN ST	Both Sides of Curb Stop Box
301 W MAIN ST	Both Sides of Curb Stop Box
616 W MAIN ST	Both Sides of Curb Stop Box
814 W MAIN ST	Both Sides of Curb Stop Box
1120 W MAIN ST	Both Sides of Curb Stop Box
1435 W MAIN ST	Both Sides of Curb Stop Box
104 MARION ST	Both Sides of Curb Stop Box
1179 MARION ST	Both Sides of Curb Stop Box
423 E MASON ST	Both Sides of Curb Stop Box
514 E MASON ST	Both Sides of Curb Stop Box
519 E MASON ST	Both Sides of Curb Stop Box
623 E MASON ST	Both Sides of Curb Stop Box
807 E MASON ST	Both Sides of Curb Stop Box
814 E MASON ST	Both Sides of Curb Stop Box
824 E MASON ST	Both Sides of Curb Stop Box
924 MAY ST	Both Sides of Curb Stop Box
1101 MEADOW DR	Both Sides of Curb Stop Box
1401 MELINDA ST	Both Sides of Curb Stop Box
313 MICHIGAN AV	Both Sides of Curb Stop Box
817 MICHIGAN AV	Both Sides of Curb Stop Box
911 MICHIGAN AV	Both Sides of Curb Stop Box

Address	Pothole
701 E OLIVER ST	Both Sides of Curb Stop Box
707 E OLIVER ST	Both Sides of Curb Stop Box
805 W OLIVER ST	Both Sides of Curb Stop Box
1118 W OLIVER ST	Both Sides of Curb Stop Box
1309 W OLIVER ST	Both Sides of Curb Stop Box
2011 OWOSSO AV	Both Sides of Curb Stop Box
1106 PALMER AV	Both Sides of Curb Stop Box
1113 PALMER AV	Both Sides of Curb Stop Box
623 N PARK ST	Both Sides of Curb Stop Box
722 N PARK ST	Both Sides of Curb Stop Box
1043 PEARCE ST	Both Sides of Curb Stop Box
821 PINE ST	Both Sides of Curb Stop Box
604 RIVER ST	Both Sides of Curb Stop Box
212 ROBBINS ST	Both Sides of Curb Stop Box
523 RUBELMAN DR	Both Sides of Curb Stop Box
536 RYAN ST	Both Sides of Curb Stop Box
821 RYAN ST	Both Sides of Curb Stop Box
733 N SAGINAW ST	Both Sides of Curb Stop Box
1011 N SAGINAW ST	Both Sides of Curb Stop Box
938 S SAGINAW ST	Both Sides of Curb Stop Box
946 S SAGINAW ST	Both Sides of Curb Stop Box
958 S SAGINAW ST	Both Sides of Curb Stop Box
1404 SHADY LANE DR	Both Sides of Curb Stop Box
816 N SHIAWASSEE ST	Both Sides of Curb Stop Box
1014 N SHIAWASSEE ST	Both Sides of Curb Stop Box
1114 N SHIAWASSEE ST	Both Sides of Curb Stop Box
815 STATE ST	Both Sides of Curb Stop Box
1007 STATE ST	Both Sides of Curb Stop Box
609 STEVENS DR	Both Sides of Curb Stop Box
1313 W STEWART ST	Both Sides of Curb Stop Box
1817 W STEWART ST	Both Sides of Curb Stop Box
837 UNION AV	Both Sides of Curb Stop Box
1200 WARD ST	Both Sides of Curb Stop Box
319 N WASHINGTON ST	Both Sides of Curb Stop Box
404 N WASHINGTON ST	Both Sides of Curb Stop Box
405 N WASHINGTON ST	Both Sides of Curb Stop Box
527 N WASHINGTON ST	Both Sides of Curb Stop Box
1101 N WASHINGTON ST	Both Sides of Curb Stop Box
1111 N WASHINGTON ST	Both Sides of Curb Stop Box
1324 N WASHINGTON ST	Both Sides of Curb Stop Box
120 S WASHINGTON ST	Both Sides of Curb Stop Box
833 S WASHINGTON ST	Both Sides of Curb Stop Box
603 N WATER ST	Both Sides of Curb Stop Box
615 N WATER ST	Both Sides of Curb Stop Box
913 N WATER ST	Both Sides of Curb Stop Box
1111 N WATER ST	Both Sides of Curb Stop Box
1206 N WATER ST	Both Sides of Curb Stop Box
1320 N WATER ST	Both Sides of Curb Stop Box
206 S WATER ST	Both Sides of Curb Stop Box

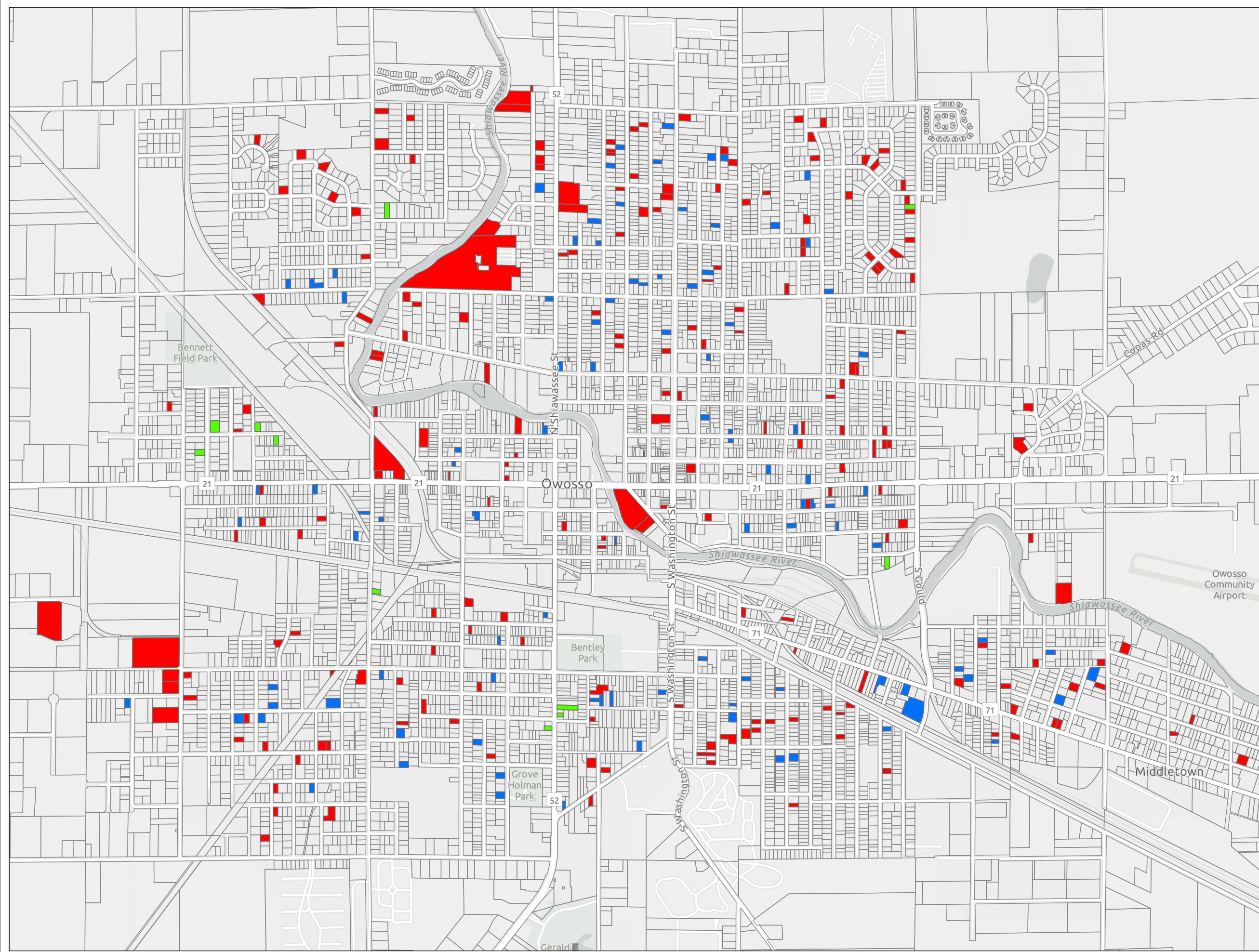
Address	Pothole
719 MOORE ST	Both Sides of Curb Stop Box
727 MOORE ST	Both Sides of Curb Stop Box
905 MOORE ST	Both Sides of Curb Stop Box
616 WOODLAWN AV	Both Sides of Curb Stop Box
621 WOODLAWN AV	Both Sides of Curb Stop Box
635 WOODLAWN AV	Both Sides of Curb Stop Box
721 WRIGHT AV	Both Sides of Curb Stop Box
816 S CHESTNUT ST	Both Sides of Curb Stop Box
900 S CHESTNUT ST	Both Sides of Curb Stop Box
927 N SAGINAW ST	City Side of Curb Stop Box
533 E COMSTOCK ST	City Side of Curb Stop Box
520 S GOULD ST	City Side of Curb Stop Box
409 GROVER ST	City Side of Curb Stop Box
1308 HENRY ST	City Side of Curb Stop Box
811 LINGLE AV	City Side of Curb Stop Box
654 E MAIN ST	City Side of Curb Stop Box
509 MILWAUKEE ST	City Side of Curb Stop Box
304 W RIDGE ST	City Side of Curb Stop Box
909 SUMMIT ST	City Side of Curb Stop Box
824 ABREY AV	City Side of Curb Stop Box
1116 ADA ST	City Side of Curb Stop Box
627 ADAMS ST	City Side of Curb Stop Box
903 ADAMS ST	City Side of Curb Stop Box
913 ADAMS ST	City Side of Curb Stop Box
1224 ADAMS ST	City Side of Curb Stop Box
713 N BALL ST	City Side of Curb Stop Box
1122 N BALL ST	City Side of Curb Stop Box
813 BRADLEY ST	City Side of Curb Stop Box
518 BRANDON ST	City Side of Curb Stop Box
655 BYERLY ST	City Side of Curb Stop Box
207 N CEDAR ST	City Side of Curb Stop Box
136 S CHIPMAN ST	City Side of Curb Stop Box
729 CLINTON ST	City Side of Curb Stop Box
1026 CLYDE ST	City Side of Curb Stop Box
521 E COMSTOCK ST	City Side of Curb Stop Box
814 CORUNNA AV	City Side of Curb Stop Box
914 CORUNNA AV	City Side of Curb Stop Box
1211 DEVONSHIRE CT	City Side of Curb Stop Box
1212 DEVONSHIRE CT	City Side of Curb Stop Box
702 N DEWEY ST	City Side of Curb Stop Box
121 S DEWEY ST	City Side of Curb Stop Box
619 DIVISION ST	City Side of Curb Stop Box
828 DIVISION ST	City Side of Curb Stop Box
900 DIVISION ST	City Side of Curb Stop Box
115 ELIZABETH ST	City Side of Curb Stop Box
426 E EXCHANGE ST	City Side of Curb Stop Box
611 FRAZER AV	City Side of Curb Stop Box
716 FRAZER AV	City Side of Curb Stop Box
305 GENESEE ST	City Side of Curb Stop Box

Address	Pothole
1220 WILLOW ST	Both Sides of Curb Stop Box
714 WILTSHIRE DR	Both Sides of Curb Stop Box
808 WILTSHIRE DR	Both Sides of Curb Stop Box
502 JENNETT ST	City Side of Curb Stop Box
789 JOHNSON ST	City Side of Curb Stop Box
311 W KING ST	City Side of Curb Stop Box
1333 W KING ST	City Side of Curb Stop Box
1410 W KING ST	City Side of Curb Stop Box
1444 W KING ST	City Side of Curb Stop Box
622 LINGLE AV	City Side of Curb Stop Box
810 LINGLE AV	City Side of Curb Stop Box
1114 LYNN ST	City Side of Curb Stop Box
1216 MACK ST	City Side of Curb Stop Box
1315 W MAIN ST	City Side of Curb Stop Box
1437 W MAIN ST	City Side of Curb Stop Box
306 E MASON ST	City Side of Curb Stop Box
309 E MASON ST	City Side of Curb Stop Box
509 E MASON ST	City Side of Curb Stop Box
827 MICHIGAN AV	City Side of Curb Stop Box
518 MOORE ST	City Side of Curb Stop Box
213 S OAK ST	City Side of Curb Stop Box
319 OAKWOOD AV	City Side of Curb Stop Box
406 W OLIVER ST	City Side of Curb Stop Box
522 W OLIVER ST	City Side of Curb Stop Box
320 N PARK ST	City Side of Curb Stop Box
713 N PARK ST	City Side of Curb Stop Box
732 N PARK ST	City Side of Curb Stop Box
709 S PARK ST	City Side of Curb Stop Box
1030 PEARCE ST	City Side of Curb Stop Box
202 PRINDLE ST	City Side of Curb Stop Box
527 RANDOLPH ST	City Side of Curb Stop Box
316 W RIDGE ST	City Side of Curb Stop Box
510 RIVER ST	City Side of Curb Stop Box
604 RYAN ST	City Side of Curb Stop Box
628 N SAGINAW ST	City Side of Curb Stop Box
647 N SHIAWASSEE ST	City Side of Curb Stop Box
705 W STEWART ST	City Side of Curb Stop Box
1115 W STEWART ST	City Side of Curb Stop Box
1337 STINSON ST	City Side of Curb Stop Box
1208 WALNUT ST	City Side of Curb Stop Box
1230 WALNUT ST	City Side of Curb Stop Box
623 N WASHINGTON ST	City Side of Curb Stop Box
1010 N WASHINGTON ST	City Side of Curb Stop Box
1315 N WASHINGTON ST	City Side of Curb Stop Box
814 S WASHINGTON ST	City Side of Curb Stop Box
1029 N WATER ST	City Side of Curb Stop Box
1221 N WATER ST	City Side of Curb Stop Box
711 WRIGHT AV	City Side of Curb Stop Box
816 HAMMONT ST	City Side of Curb Stop Box

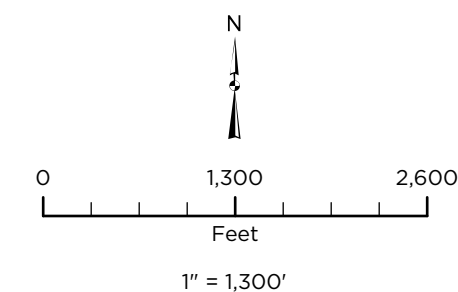
Address	Pothole
1200 GEORGE ST	City Side of Curb Stop Box
611 GLENWOOD AV	City Side of Curb Stop Box
210 GOODHUE ST	City Side of Curb Stop Box
621 GROVER ST	City Side of Curb Stop Box
420 GUTE ST	City Side of Curb Stop Box
1502 HENRY ST	City Side of Curb Stop Box
1521 HENRY ST	City Side of Curb Stop Box
1615 HENRY ST	City Side of Curb Stop Box
709 LINWOOD ST	City Side of Curb Stop Box
1506 LYNN ST	City Side of Curb Stop Box
525 E MAIN ST	City Side of Curb Stop Box
1115 STATE ST	City Side of Curb Stop Box
714 N WATER ST	City Side of Curb Stop Box
1969 BOCK DR	City Side of Curb Stop Box
519 S CHIPMAN ST	Private Side of Curb Stop Box
1421 CLEVELAND ST	Private Side of Curb Stop Box
1432 CLEVELAND ST	Private Side of Curb Stop Box
917 N GOULD ST	Private Side of Curb Stop Box
1212 HARDING AV	Private Side of Curb Stop Box
706 JEROME AV	Private Side of Curb Stop Box
209 LAFAYETTE BL	Private Side of Curb Stop Box
302 LAFAYETTE BL	Private Side of Curb Stop Box
913 S SHIAWASSEE ST	Private Side of Curb Stop Box
919 S SHIAWASSEE ST-AKA 921	Private Side of Curb Stop Box
1008 S SHIAWASSEE ST	Private Side of Curb Stop Box



City of Owosso Water Service Line Investigation



- Pothole**
- Both Sides of Curb Stop Box
 - City Side of Curb Stop Box
 - Private Side of Curb Stop Box
 - Parcels



Source: Data provided by Owosso Township, City of Owosso, Caledonia Township, Corunna Township, and Esri. OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

Coordinate System: NAD 1983 StatePlane Michigan South FIPS 2113 Feet Intl

Map Published: January 25, 2023

