

## REGULAR MEETING OF THE DOWAGIAC CITY COUNCIL

Municipal Building, 241 S. Front Street, Dowagiac, Michigan

Monday, April 8, 2013, 7:00 p.m.

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### AGENDA

- CALL TO ORDER -Mayor Donald D. Lyons
- PLEDGE OF ALLEGIANCE TO THE FLAG -Mayor Donald D. Lyons
- ROLL CALL -Mayor Donald D. Lyons  
-Mayor Pro-Tem Leon Laylin  
-Councilmember Charles Burling  
-Councilmember James Dodd  
-Councilmember Randall Gross, Sr.  
-Councilmember Lori Hunt  
-Councilmember Bob Schuur
- APPROVAL OF MINUTES OF PREVIOUS MEETING – March 25, 2013
- QUESTIONS FROM CITY COUNCIL –
- COMMENTS FROM THE AUDIENCE (NON-AGENDA) –
- COMMENTS FROM THE AUDIENCE (AGENDA) –
- COMMUNICATIONS –
1. Area Churches Together In One Network (A.C.T.I.O.N.) Mobile Food Pantry, Walter Ward Park, June 20, 2013; Rotary Park, July 19, 2013
  2. Steve's Run, July 27, 2013
- CITY MANAGER REPORT –
1. Interlocal Agreement for the Administration of a Drug Enforcement Team in the County of Cass and the City of Dowagiac.
  2. 2013 Local Street Paving Project Bid Award
- RESOLUTIONS –
1. Resolution to adopt and approve a revised Drug and Alcohol Testing Policy for transit employees.
  2. Resolution authorizing the sale of land to Eric Haas in the City of Dowagiac Industrial Park.

3. Resolution to authorize and direct the City Treasurer to pay the following bills and payroll due: (Roll Call)

<u>BILLS</u>	<u>PAYROLL (14)</u>	<u>TOTAL</u>
\$78,139.93	\$120,756.87	\$198,896.80

CITY MANAGER REPORT ON QUESTIONS FROM COUNCIL FROM PREVIOUS MEETINGS –

COMMENTS FROM CITY OFFICIALS –

ADJOURNMENT –

Kevin P. Anderson  
City Manager

Attachments

## DOWAGIAC CITY COUNCIL MEETING

Monday March 25, 2013

A regular meeting of the Dowagiac City Council was called to order by Mayor Donald D. Lyons at 7:00 p.m.

Mayor Lyons led the Pledge of Allegiance to the flag.

PRESENT: Mayor Donald D. Lyons; Mayor Pro-Tem Leon D. Laylin; Councilmembers Charles K. Burling, James B. Dodd, Randall G. Gross, Sr. and Bob B. Schuur.

ABSENT: Councilmember Lori A. Hunt

STAFF: City Manager Kevin P. Anderson and City Clerk James E. Snow.

Councilmember Laylin moved and Councilmember Burling seconded that the minutes of the March 11, 2013 meeting be approved.

Approved unanimously.

### PROCLAMATION

1. Proclamation declaring the last day in April as "Arbor Day".

Mayor Lyons read the proclamation and it is to be forwarded to the Dogwood Tree City USA Committee.

### PRESENTATION

1. Presentation by Deputy Police Chief Steve Grinnwald regarding Cass County Missing Child Response Team.

City Manager Anderson gave brief comments followed by a power point presentation. Deputy Chief Grinnwald answered questions from Council. Team member Tiffany Graves introduced "Nellie", the four-legged member of Cass County's new Missing Child Response Team.

### COMMENTS FROM THE AUDIENCE (NON-AGENDA)

Adam Mensinger with Senator John Proos' office.

### COMMUNICATIONS

Councilmember Burling moved to approve communications 1-6 as a whole and seconded by Councilmember Laylin.

1. Arbor Day Celebration, April 27, 2013
2. National Day of Prayer, May 2, 2013

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3. Borgess-Lee Memorial Hospital Flower Basket Sale, May 10-12, 2013
4. Dowagiac Union High School Principal Commencement Parking/Blocking of Street, June 2, 2013
5. Mill Pond Improvement Association Fishing Tournament, June 22, 2013
6. Niles Shockers Baseball Club, April 8, 2013 to the end of July 2013

Communication 1-6 approved unanimously.

CITY MANAGER REPORT

1. 2013 Spring Clean-Up Bid Award

From the City Manager:

**2013 SPRING CLEANUP BID**

Attached is a summary of bids received for providing pickup and disposal services as part of the 2013 Spring Clean-Up Program. As indicated in the bid summary below, we received two bids:

BIDDER	LABOR & EQUIPMENT HOURLY RATE (40 hrs. assumed)	DISPOSAL CHARGE (per Ton) (50 tons assumed)	20 CYD Container (per load) (2 containers assumed)	TOTAL
Michiana Recycling & Disposal Services Niles, MI	\$7,200.00	\$1,750.00	\$ 660.00	<b>\$9,610.00</b>
Reliable Disposal Stevensville, MI	\$7,200.00	\$1,600.00	\$660.00	<b>\$9,460.00</b>

Based on clean-up program data from the last five years, the total cost to the City for this year's service is expected to be approximately \$9,460.00. This year's program is scheduled for the week of April 22-26. A memo from DPS Director Jim Bradford summarizing the bids is attached for your information.

**RECOMMENDATION**

I recommend that City Council authorize a contract with Reliable Disposal of Stevensville, Michigan for the 2013 Spring Cleanup in accordance with the bid submitted on March 19, 2013.

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Councilmember Dodd moved and Councilmember Gross seconded that the recommendation of the City Manager be approved.

Approved unanimously.

RESOLUTIONS

1. Resolution to authorize and direct the City Treasurer to pay the following bills and payroll due:

Councilmember Schuur offered and moved the adoption of the following resolution; seconded by Councilmember Dodd.

**WHEREAS**, the following information has been reviewed by the City Manager and City Treasurer and is being presented to City Council with a recommendation to approve invoices and payroll #13 for the period ending 3/21/13:

Invoices:	549,296.17
Payroll:	<u>170,944.60</u>
Total:	\$720,240.77

**BE IT RESOLVED** that the City Manager and City Treasurer are hereby authorized and directed to pay the following bills and payroll due:

Invoices	Payroll	Total
\$549,296.17	\$170,944.60	\$720,240.77

ADOPTED on a roll call vote.

Ayes: Five (5) Burling, Dodd, Gross, Laylin and Schuur

Nays: None (0)

Absent: One (1) Hunt

Abstain: None (0)

ORDINANCES

1. Second reading of an ordinance to amend Chapter 82, Article V, "Electric Provisions and Rates", Section 82-279, "Electric rates of the Dowagiac City Code.

**AN ORDINANCE TO AMEND CHAPTER 82 UTILITIES ARTICLE V "ELECTRIC AND ELECTRICAL RATES" SECTION 82-280 OF THE DOWAGIAC CITY CODE BE AND IS**

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HEREBY AMENDED BY ITS REPEAL AND THE ADOPTION OF A NEW ARTICLE V "ELECTRIC AND ELECTRICAL RATES" SECTIONS 82-280 (09) AND (10) OF THE DOWAGIAC CITY CODE.

Moved by Councilmember Laylin and seconded by Councilmember Dodd for adoption at the March 11, 2013 meeting is now presented to the Council for a second reading and vote.

ADOPTED on a roll call vote.

Ayes: Five (5)

Nays: None (0)

Absent: One (1) Hunt

Abstain: None (0)

RESOLUTIONS, Continued (CLOSED SESSION)

2. Resolution to adjourn to a closed session to discuss strategies to deal with litigation.

Councilmember Schuur offered and moved the adoption of the following resolution; seconded by Councilmember Laylin.

**WHEREAS**, the Michigan Open Meetings Law, Public Act 267 of the Public Acts of 1976 as amended, provides that public bodies may meet in closed session for the purpose to discuss strategies for dealing with litigation; and

**WHEREAS**, the Mayor and City Council desire to meet with the City Manager and the City Attorney to discuss litigation.

**NOW, THEREFORE, BE IT RESOLVED** the City Council will hereby adjourn to closed session to discuss litigation.

ADOPTED on a roll call vote.

Ayes: Five (5)

Nays: None (0)

Absent: One (1) Hunt

Abstain: None (0)

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TIME 7:34 P.M.

LATER

Upon motion by Councilmember Laylin and seconded by Councilmember Dodd, the Dowagiac City Council adjourned at 8:01 p.m.

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Donald D. Lyons, Mayor

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James E. Snow, City Clerk

April 1, 2013

Mayor and Council

The Area Churches Together In One Network (ACTION) has established a food pantry at our location, 301 Main Street, to assist in meeting the needs in the community. It has come to our attention that some recipients may not have adequate transportation. To help those that may have that very difficult position, we have decided to further expand our distribution.

Therefore, ACTION requests the use of Walter Ward Park on June 20<sup>th</sup> and Rotary Park on July 19<sup>th</sup>, 2013 for a mobile pantry to serve those without transportation.

Thanking you at this time for your consideration.

John Kasper  
Pastor, First Methodist Church of Dowagiac  
326 North Lowe Street

782-5167

**CITY OF DOWAGIAC**  
**EVENT APPROVAL FORM**

Name of Event: Mobile Food Pantry  
Date(s) of Event: Walter Ward Park, June 20, 2013; Rotary Park, July 19, 2013  
Sponsoring Organization: Area Churches Together In One Network (A.C.T.I.O.N.)  
Contact Person(s): John Kasper, Pastor, First United Methodist Church  
Contact Person's Telephone: 782-5167

**CITY MANAGER:**

Final Approval  Denial

Comments: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Department Heads:

Please review the attached event/activity request; indicate conditional approval, approval or denial; and provide comments regarding possible concerns. All comments will be taken under consideration and final approval remains with the City Manager.

**DEPARTMENT OF PUBLIC SAFETY:**

Approval  Approval with conditions  Denial

Comments: \_\_\_\_\_

Signature Tom Atkins Date 4/3/13

**DEPARTMENT OF PUBLIC SERVICES:**

Approval  Approval with conditions  Denial

Comments: \_\_\_\_\_

Signature James Bradford Date 4-2-13

**DOWNTOWN DEVELOPMENT AUTHORITY:**

Approval  Approval with conditions  Denial

Comments: \_\_\_\_\_

Signature J. Pellypse Date 4-4-2013

March 21, 2013

Mayor Don Lyons &  
Dowagiac City Council  
Dowagiac City Hall  
241 South Front Street  
Dowagiac, MI 49047

Dear Mayor Lyons and City Council;

I am very excited about the running of the 39<sup>th</sup> annual Steve's Run on Saturday, July 27, 2013. Your help and support in this premier community event is greatly appreciated.

On behalf of Steve's Run I would like to make the requests listed below:

Parks & Recreation:

1. Clean and mow park and creek at Lion's Park
2. Check and prevent any bee problems
3. Mow wildlife refuge trail
4. Open gate at wildlife refuge (Dailey) and trail head on Mathews Road
5. Provide extra trash barrels at Lion's Park

City Services

1. Erect speaker platform at Lion's Park
2. Provide electrical hookup at Lion's Park & City Hall
3. Provide key to open Amtrak station
4. Hang Steve's Run banner at post office
5. Provide special water fountains on downtown fire hydrants

Police Department

1. Provide lead vehicle at race start to Hillcrest (golf corner)
2. Erect barricades along route as per outline in Part VI of Emergency Services, Operations Template
3. Provide emergency services as outline in the Emergency Services, Operation Template
4. Clean parked cars from south Front Street from Division to Lion's Park until after race start

(Continued...)

Fire Department

1. Provide ambulance service
2. Provide hydrant spray at Lion's Park
3. Provide water spray from fire truck on Mathews Road near Wilbur Hill
4. Supply all emergency services as outlined in the Emergency Services Operations Template
5. Position fire truck ladder over Front Street in front of City Hall

Course Description

- 10K            Front (Beeson) – Pokagon – Jefferson – Cass – Hillcrest – Elks Golf Course – Elks Golf Course Dr. – Riverside – Cemetery Blvd. – Rudolphi Wildlife Refuge – Daily Rd. – SMC Campus – Mathews – Wilbur Hill – Cass – Pokagon – Front  
(Finish on Front 100 meter south of old Bakeman's store)
- 5K             Same as 10K to turnaround on Cemetery Blvd. – Hill St. – Cass – Jefferson – Pokagon – Front (same as 10K finish)
- 1K Fun Run    Same as 10K (start at 9:05 am) to turnaround on Jefferson – Pokagon – Front (same as 10K finish)

Please note that a map for all three courses is attached.

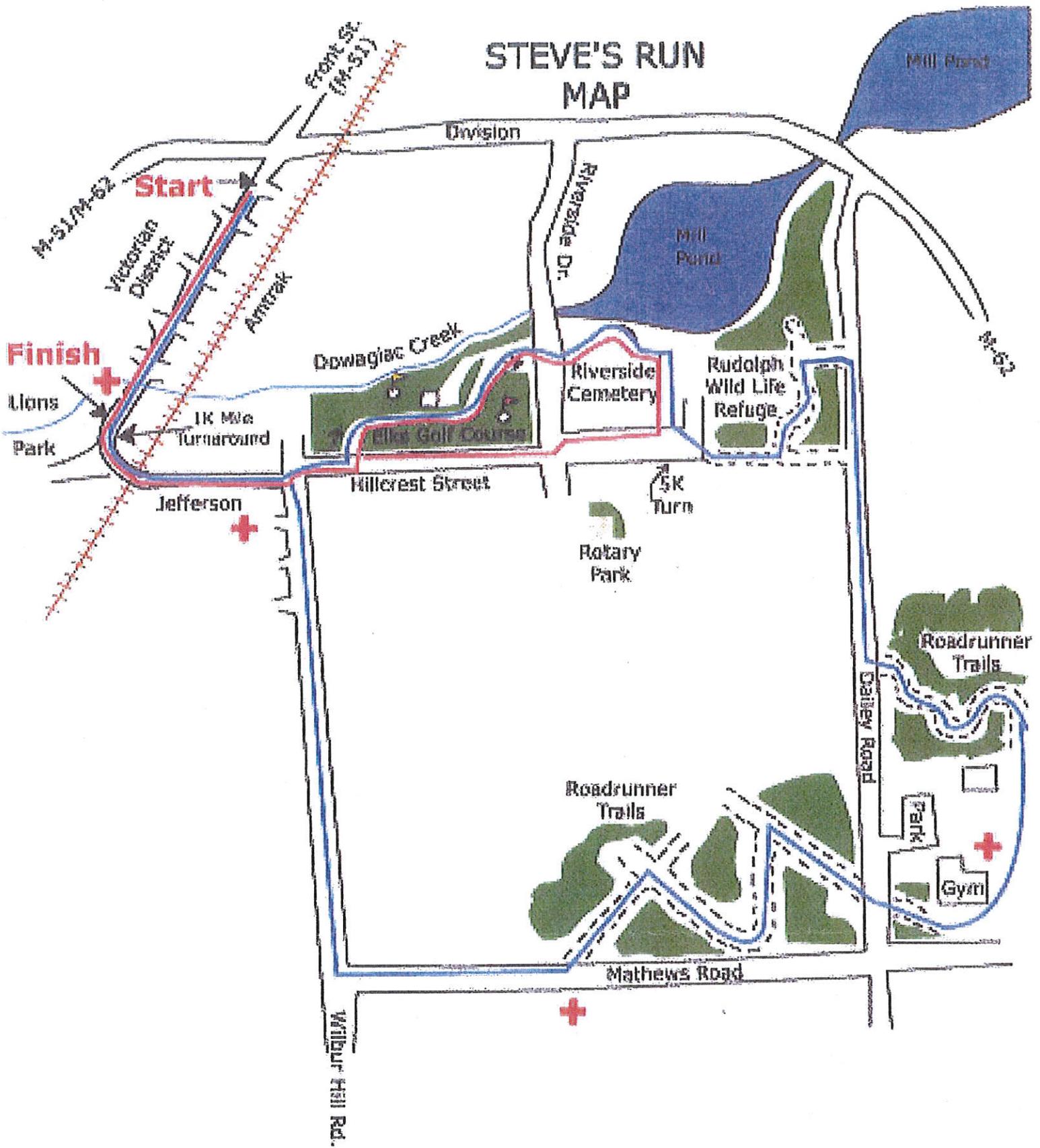
Thank you for your consideration of these requests. You and the city personnel have been wonderful to work with and I look forward to having another great "Dowagiac Experience" for our visitors. If you have any questions, I can be reached at [etoney01@swmich.edu](mailto:etoney01@swmich.edu) or (269)782-1301.

Regards,



Eileen M. Toney  
Southwestern Michigan College  
Director of Development

# STEVE'S RUN MAP



## IMPORTANT!

10k runners should not switch to 5k course during the race. It fouls up the computer results and is unfair to the 10k runners

- + Aid Station
- 5K Course
- 10K Course

**CITY OF DOWAGIAC**  
**EVENT APPROVAL FORM**

Name of Event: 39<sup>th</sup> Annual Steve's Run  
Date(s) of Event: July 27, 2013  
Sponsoring Organization: Southwestern Michigan College  
Contact Person(s): Eileen M. Toney  
Contact Person's Telephone: 782-1301

**CITY MANAGER:**

\_\_\_\_\_ Final Approval \_\_\_\_\_ Denial

Comments: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Department Heads:

Please review the attached event/activity request; indicate conditional approval, approval or denial; and provide comments regarding possible concerns. All comments will be taken under consideration and final approval remains with the City Manager.

**DEPARTMENT OF PUBLIC SAFETY:**

Approval \_\_\_\_\_ Approval with conditions \_\_\_\_\_ Denial \_\_\_\_\_

Comments: \_\_\_\_\_

Signature Tim Allen \_\_\_\_\_ Date 4/13/13 \_\_\_\_\_

**DEPARTMENT OF PUBLIC SERVICES:**

Approval \_\_\_\_\_ Approval with conditions \_\_\_\_\_ Denial \_\_\_\_\_

Comments: \_\_\_\_\_

Signature James Bradford \_\_\_\_\_ Date 4-2-13 \_\_\_\_\_

**DOWNTOWN DEVELOPMENT AUTHORITY:**

Approval \_\_\_\_\_ Approval with conditions \_\_\_\_\_ Denial \_\_\_\_\_

Comments: Be sure to pick up trash (water glasses) from start of race on front of street.

Signature J. Kellyson \_\_\_\_\_ Date 4-4-13 \_\_\_\_\_

Frm City Mgr #1  
April 8, 2013

From the City Manager:

INTERLOCAL AGREEMENT FOR THE ADMINISTRATION OF A DRUG  
ENFORCEMENT TEAM

The Interlocal Agreement for the Administration of a Drug Enforcement Team is in need of renewal. In August 2012, Cass County voters approved a renewal of Drug Enforcement Millage to support county-wide anti-drug efforts. The proposed agreement mirrors the way in which the County Drug Enforcement Team (CCDET) has been operating since the voters first approved millage in 2004.

This agreement assures that a coordinated effort to deal with illegal drug activity remains in place. Director of Public Safety Atkinson has reviewed the terms and recommends approval.

RECOMMENDATION

I recommend Council approve the Interlocal Agreement for the Administration of a Drug Enforcement Team in the County of Cass and the City of Dowagiac.

Councilmember \_\_\_\_\_ moved and Councilmember \_\_\_\_\_ seconded that the recommendation of the City Manager be ADOPTED/REJECTED.



# CASS COUNTY OFFICE OF SHERIFF

321 M-62 North, Cassopolis, MI 49031

Administration: (269)-445-8644

Dispatch: (269) 445-1560

*Joseph M. Underwood, Jr.*  
*Sheriff*

*Richard J. Behnke*  
*Undersheriff*

## **INTERLOCAL AGREEMENT FOR THE ADMINISTRATION OF A DRUG ENFORCEMENT TEAM IN THE COUNTY OF CASS AND THE CITY OF DOWAGIAC**

**WHEREAS**, the Urban Cooperation Act of 1967 (MCL 124.501 *et seq.*, as amended), provides that public bodies may provide for interlocal public agreements to carry out their respective functions, powers and responsibilities; and

**WHEREAS**, the County of Cass and the City of Dowagiac are governmental units with the authority to enter into an interlocal agreement that will best serve the citizens of the City and the County; and

**WHEREAS**, the electors of Cass County voted in favor of the Drug Enforcement Millage which requested up to forty-eight and five one hundredths cents per thousand dollars (.4805) mill to support anti-drug enforcement efforts county-wide; and

**WHEREAS**, the City and the County desire to re-affirm their commitment to jointly operate the Cass County Drug Enforcement Team (CCDET),

**NOW THEREFORE BE IT RESOLVED** that the Cass County Board of Commissioners of Cass County and the City Council of Dowagiac enter into this Agreement for the purpose of renewing the Cass County Drug Enforcement Team and delegation of certain functions and responsibilities delineated as follows:

### 1. RESPONSIBILITIES OF THE LEGISLATIVE BODIES

- A. Responsibilities of the Board of Commissioners: The County Commissioners shall have the following responsibilities:
- i. To appropriate the funds necessary for the equipping and operation of the CCDET;
  - ii. To act as fiscal agent for the operation of the CCDET;
  - iii. To provide the necessary insurance to protect the County portion of the operation of the CCDET.
- B. Responsibilities of the City Council: The City shall be responsible for the provision of necessary insurance to protect the City portion of the operation of the CCDET.

*The Cass County Sheriff's Office, recognizing its commitment of service to all citizens, will provide professional law enforcement and crime prevention in accordance with the highest possible standards of integrity and fairness.*

## 2. GENERAL RESPONSIBILITIES

It is agreed that the Cass County Drug Enforcement Team (CCDET) will be comprised of three detectives from the Office of the Sheriff, three detectives from the City of Dowagiac Police Department, one assistant prosecutor and one clerical staff person and one Deputy Sheriff to be provided by the Office of the Sheriff. These positions are to be funded in full by proceeds from the Drug Enforcement Millage.

- A. The Sheriff and the Chief will select a detective to direct the team who will report to the Sheriff and the Chief.
- B. The Sheriff and the Chief will make annual reports of the CCDET operations to the Board of Commissioners and the City Council.
- C. The Sheriff and the Chief will meet with the City Manager and the County Administrator at least quarterly to report on CCDET operations or more frequently as may be requested by the Chief, the Sheriff, the City Manager or the County Administrator.
- D. It is hereby agreed that the Cass County Prosecuting Attorney, through his/her designated assistant assigned to CCDET, will conduct all criminal prosecutions and civil forfeitures that result from the CCDET operation. All proceeds of forfeiture actions will be accounted for in a Special Revenue Fund.

## 3. DURATION OF AGREEMENT

This Agreement is entered into between the County of Cass and the City of Dowagiac, effective January 1, 2013 and shall continue in full force and effect until December 31, 2016. It may be extended by mutual agreement of the parties. In the event that the parties to this Agreement shall agree to terminate this Agreement, an asset disposition plan shall be presented to and approved by the City Council and the County Board of Commissioners.

## 4. AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended in writing in a form reasonably acceptable to the County and the City. Revisions, amendments or alterations to this Agreement may be proposed at any time by written notice of one party to the other specifying the following: the basis of the proposed revision, amendment or alteration; proposed substitute language to be added, changed or deleted; and the date for such proposed revision, amendment or alteration to become effective.

## 5. CONFLICTING STATUTORY PROVISIONS

If any provision of this Agreement conflicts with any statute of the State of Michigan providing for the authorization or performance of joint undertakings between public agencies of this State, the provisions of such statutes shall control. The remainder of this Agreement shall continue in full force and effect to the fullest extent possible.

6. SEVERABILITY

If any sections, subsections, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

The effective date of this Agreement shall be the date of the final signatory to this Agreement as indicated below.

COUNTY OF CASS:

By: \_\_\_\_\_  
Joseph M. Underwood, Jr., Sheriff

By: \_\_\_\_\_  
Chairperson, Board of Commissioners

By: \_\_\_\_\_  
Monica Kennedy, Clerk/Register

CITY OF DOWAGIAC:

By: \_\_\_\_\_  
Thomas Atkinson, Chief

By: \_\_\_\_\_  
Donald D. Lyons, Mayor

By: \_\_\_\_\_  
James E. Snow, City Clerk

Frm City Mgr #2  
April 8, 2013

From the City Manager:

**2012 PAVING PROJECT BID AWARD**

Bids for the 2013 Local Street Paving Projects have been received. The low bidder is J. Allen & Company, Inc., who is located in Galesburg, MI. The attached memo from Public Services Director James Bradford specifies the projects slated for resurfacing. The good news is that projects came in under estimated costs so additional paving can be accomplished this year than originally anticipated.

**RECOMMENDATION**

I recommend that City Council award the bid to J. Allen & Company, Inc. in the amount of \$65,357.76.

Councilmember \_\_\_\_\_ moved and Councilmember \_\_\_\_\_ seconded that the recommendation of the City Manager be ADOPTED/REJECTED.



**INTER-DEPARTMENTAL COMMUNICATION**

TO: Kevin P. Anderson  
*City Manager*

FROM: James D. Bradford   
*Public Services Director*

DATE: April 3, 2013

RE: 2013 Local Street Paving Project

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Attached is a copy of the bid tabulation for the 2013 Local Street Paving Project that was opened on Thursday, March 28, 2013, at 2:00 p.m., in the City Hall Conference Room at City Hall. This project involves the resurfacing of W. Railroad Street, from E. Telegraph Street to E. Prairie Ronde; Oak Street, from N. Front Street to Jay Street; Cherry Street, from Halstead Street to Ashland Street; Park Place, from S. Front Street to the railroad tracks; and the 100 block of Whitney Avenue.

The low bid came in well under estimated costs, which will allow us to complete additional paving work.

It would be our recommendation to award the bid to *J. Allen and Company, Inc.*, of Galesburg, Michigan, in the amount of \$48,828.76 for the road paving and \$16,529.00 for the Dowagiac Area History Museum parking lot paving.

Should you have any questions regarding this matter, please don't hesitate to contact my office. Thank you.

JDB:sw



**BID OPENING**

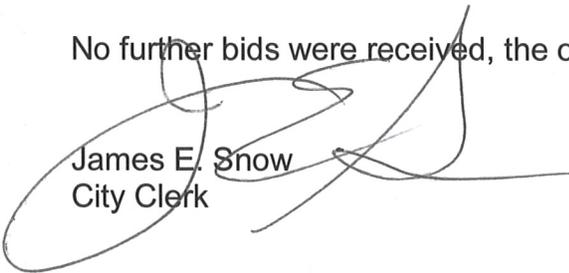
Sealed bids for the 2013 Local Street Paving Projects were received at the office of the City Clerk at City Hall, 241 South Front Street, Dowagiac, Michigan, until 2:00 p.m., Thursday, March 28, 2013, at which time bids were opened and read publicly.

Those present were:

James D. Bradford, DPS Director  
Susan L. Watson, DPS Administrative Assistant  
Gordon Warner, DPS Engineering Technician

<b>Bidder</b>	<b>Total Bid Amount Local Streets</b>	<b>Total Bid Amount Addendum #1</b>	<b>GRAND TOTAL BID</b>
J. Allen & Co., Inc. Galesburg, MI	\$48,828.76	\$16,529.00	\$65,357.76
Michigan Paving & Materials, Inc. Paw Paw, MI	\$53,069.70	\$20,315.00	\$73,384.70
Rieth-Riley Construction Co., Inc. Kalamazoo, MI	\$70,091.70	\$23,060.00	\$93,151.70
Cass County Road Commission Cassopolis, MI	NO BID	NO BID	NO BID

No further bids were received, the opening concluded at 2:04 p.m.

  
James E. Snow  
City Clerk

CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS  
FOR

**CITY OF DOWAGIAC  
2013 LOCAL STREET PAVING PROJECTS**

PREPARED BY:

THE CITY OF DOWAGIAC  
DEPARTMENT OF PUBLIC SERVICES  
241 SOUTH FRONT STREET  
DOWAGIAC, MICHIGAN

**February 2013**

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PART 1

ADVERTISEMENT FOR BIDS

## ADVERTISEMENT FOR BIDS

OWNER'S NAME: City of Dowagiac's Department of Public Services

PROJECT NAME: **2013 Local Street Paving Projects**

The Owner will receive sealed bids for the City of Dowagiac's **2013 Local Street Paving Projects** until **2:00 PM, local time, on Thursday, March 28, 2013**, at the Office of the City Clerk, 241 South Front Street, Dowagiac, Michigan 49047 at which time and place all bids will be publicly opened and read aloud.

The work for which bids are being requested includes: 1 LS Mobilization, Max.; 4131 SYD Cold Milling HMA Surface (milling to remain property of City of Dowagiac with disposal of material hauled to Middle Crossing Road storage yard); 411 TON 1.5" Bituminous Mixture HMA 13A; 58 TON 1.5" Bituminous Mixture HMA 36A; 1 LS Flag Control; 1 LS Minor Traffic Devices; and other appurtenances.

The contract documents, including plans and specifications, are available from the office of the Department of Public Services, 241 South Front Street, Dowagiac, Michigan 49047.

A certified check or bank draft payable to the City of Dowagiac, or a satisfactory bid bond executed by the bidder and a surety company, in an amount equal to five percent (5%) of the bid shall be submitted with each bid.

No bid may be withdrawn after the scheduled closing time for receipt of bids for at least thirty (30) days.

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

City of Dowagiac, Michigan

James E. Snow, Clerk

PART 2

INSTRUCTIONS TO BIDDERS

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## INSTRUCTIONS TO BIDDERS

### 1. PREPARATION OF PROPOSAL

Each proposal shall be firmly sealed in an envelope which is clearly labeled "**2013 Local Street Paving Projects**" and delivered to the office designated in the Advertisement for Bids. All bids are to be made only on Forms of Proposal furnished by the Owner and included in this volume. Only proposals which are made out upon the regular proposal forms, attached hereto, will be considered.

The proposal forms must **not** be separated from the attached volume. The Owner may consider as informal any proposal on which there is an alteration of, or departure from, the prescribed form. Any unauthorized riders or qualifications to the bid as submitted may be rejected as irregular.

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

### 2. BID SECURITY

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

The bid securities of the three lowest formal bidders will be held until the contract is executed and approved. Following execution and approval of the contract, these three bid securities will be returned to the respective bidders. The bid securities of all but the three lowest formal bidders as described above will be returned within three (3) days after the opening of the bids.

### 3. LIQUIDATED DAMAGES

Failure to completely finish the whole of the specified work within the number of calendar days specified for completing all the work of the Contract, including extensions granted subject to the provisions of Article 19 of the General Conditions, shall entitle the Owner to deduct from the monies due the Contractor as "Liquidated Damages" and not as a penalty, the sum of \$100.00 per day for each and every calendar day of delay in completion of the work.

### 4. EXAMINATION OF SITE AND SPECIFICATIONS

At the time of opening bids, each bidder will be presumed to have made a personal investigation of the site of the work and of existing structures, and to have read and be thoroughly familiar with the plans, specifications, and Contract Documents (including all addenda). He shall determine to his

own satisfaction the conditions to be encountered, the nature of the ground, difficulties involved in completing the Contract and all factors affecting the work proposed under this Contract.

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

#### 5. INTERPRETATION OF PROPOSED CONTRACT DOCUMENTS

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

#### 6. QUALIFICATIONS OF BIDDER

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

#### 7. APPROXIMATE QUANTITIES

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

#### 8. STANDARD MANUFACTURER

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

#### 9. SOIL BORINGS

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

#### 10. SIGNING OF BIDS

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

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

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

#### 11. AWARD OF CONTRACT

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

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

#### 12. EXECUTION OF AGREEMENT

The bidder to whom an award is made will be required to enter into a written agreement in the form hereto annexed within ten (10) days (Sundays and legal holidays excepted) after being notified of the acceptance of his bid and receipt by him of the copies of the documents to be executed. In

case of failure to comply with this requirement, he may be considered to have abandoned all his rights and interests in the award and his certified check or amount of bidder's bond may be declared to be forfeited to the Owner and the contract may be awarded to another. Each contract must be executed in three (3) original counterparts, and there shall be executed original counterparts of the Contractor's performance bond in equal number to the executed original counterparts of the contract. Two copies of such executed documents will be retained by the Owner; the third will be delivered to the Contractor.

13. EFFECTIVE DATE OF CONTRACT AWARD

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

14. DISQUALIFICATION OF BIDDERS

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

15. PENALTY FOR COLLUSION

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

16. PERFORMANCE, MAINTENANCE, LABOR AND MATERIAL BONDS

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

17. NON-DISCRIMINATION

The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of their actual or perceived race, color, religion, national origin, gender, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this Agreement.

PART 3

PROPOSAL

PROPOSAL

**2013 LOCAL STREET PAVING PROJECTS**

FOR

THE CITY OF DOWAGIAC, MICHIGAN

TO THE OWNER:

City of Dowagiac  
City Clerk's Office  
City Hall  
241 S. Front Street  
P.O. Box 430  
Dowagiac, Michigan 49047

Gentlemen:

Having carefully examined the site of the proposed work, being fully informed on the conditions to be met in the prosecution and completion of the work, having read and examined the contract documents and plans applicable to this work and agreeing to be bound accordingly, the undersigned proposes to furnish all labor, tools, materials and equipment necessary to complete the construction as shown on the plans and as specified per unit and lump sum prices herein specified.

The Contractor further acknowledges receipt of Addendum Nos. 1 issued for this contract and which are considered a part of said contract.

(The Proposal Section follows.)

**CITY OF DOWAGIAC, MICHIGAN  
2013 LOCAL STREET PAVING PROJECTS  
PROPOSAL**

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	PRICE UNIT or LUMP SUM (words)	UNIT PRICE (figures)	TOTAL PRICE (figures)
1	1	LS	Mobilization, Max.			
2	4131	SYD	Cold Milling HMA Surface (To Include Hauling to Middle Crossing Storage Yard)			
3	411	TON	HMA, 13A			
4	58	TON	HMA, 36A			
5	1	LS	Flag Control			
6	1	LS	Minor Traffic Devices			

TOTAL BID PRICE: \$ \_\_\_\_\_

FIRM: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 PHONE: \_\_\_\_\_

Accompanying this Proposal is a (Bid Bond, Certified Check, or Bank Draft) in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) payable to the City of Dowagiac, Michigan as required by the Advertisement for Bids.

In submitting this bid, it is understood that the right is reserved for the Owner to reject any and all bids. It is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

If awarded a contract, the undersigned agrees to begin work within TEN (10) days of the effective date of contract or May 1, 2013, whichever date occurs first, and further agrees to proceed with all possible dispatch, and fully complete all the work to be ready and in service by June 30, 2013.

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

(Seal)

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

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

\_\_\_\_\_  
Title

Official Address:

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

Phone Number: \_\_\_\_\_

FAX Number: \_\_\_\_\_

(NOTE: Bidders should not add any conditions or qualifying statements to the bid as otherwise the bid may be declared irregular as being not responsive to the Advertisement for Bids.)

NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The undersigned bidder or agent, being duly sworn, on oath says he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding in any way or manner whatever.

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

Title: \_\_\_\_\_

Subscribed and sworn to before me by: \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

PART 4

CONTRACT AND BONDS

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## INSTRUCTIONS FOR EXECUTING CONTRACTS

The full name and business address of the Contractor should be inserted, and the Contract be signed with his official signature. Please have the name of the signing party or parties typewritten, or printed, under all signatures to the Contract.

If the Contractor is operating as a partnership, each partner should sign the Contract. If the Contract is NOT signed by all partners, there should be attached to the Contract a duly authenticated power-of-attorney evidencing the signer's (signers') authority to sign such Contract for-and-in-behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) should be indicated in the Contract and the Contract should be signed by such individual. If signed by one other than the Contractor, there should be attached to the Contract a duly authenticated power-of-attorney evidencing the signer's (signers') authority to execute such Contract for-and-in-behalf of the Contractor.

If the Contract is signed by the Secretary of the Corporation, the following certificate should be executed by some other officer of the Corporation, under the corporate seal. In lieu of the following certificate, there may be attached to the Contract copies of so much of the records of the Corporation as will show the official character and authority of the officers signing, duly certified by the Secretary, or Assistant Secretary, under the corporate seal to be true copies.

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ of the Corporation named as  
Contractor herein above; that \_\_\_\_\_, who signed the foregoing  
Contract on behalf of the Contractor was then \_\_\_\_\_  
of said Corporation; that said Contract was duly signed for-and-in-behalf of said  
Corporation by authority of its governing body, and is within the scope of its corporate  
powers.

(Corporate Seal)

\_\_\_\_\_

CONTRACT  
FOR THE  
CITY OF DOWAGIAC, MICHIGAN

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between J. ALLEN AND COMPANY, INC., hereinafter called the "CONTRACTOR", and the City of Dowagiac, Michigan, hereinafter called the "OWNER".

WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE I - SCOPE OF WORK

The Contractor shall perform everything required to be performed, and shall provide and furnish at his sole cost and expense, all labor, tools, materials (except as otherwise specified), expendable equipment, transportation services, and insurance required for the **2013 Local Street Paving Projects**, all in strict accordance with the Contract Documents, including any and all Addenda, prepared by the City of Dowagiac, which Plans and Specifications and other Contractual Documents above mentioned are hereby made a part of this Contract; and the Contractor shall do everything required by this Contract and other Documents constituting a part thereof.

ARTICLE II - CONTRACT PROVISIONS

The Contractor covenants and agrees to pay all damages for injury to real or personal property, or for any injury or death sustained by any person growing out of any act or deed of the Contractor, or his employees, or any of his subcontractors, or their employees.

The Contractor agrees to indemnify and save harmless the Owner, its agents and employees, from and against all loss or expense (including costs and attorneys' fees) by reason of liability imposed by law upon the Owner for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons on or account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, provided such injury to persons or damage to property is due or claimed to be due to negligence of the Contractor, his subcontractors, employees or agents; and the said Contractor further agrees that so much of the money due him under and by virtue of this Contract as shall be considered necessary by the Owner may be retained by said Owner to protect itself against loss until such suit or claim for damages have been settled and evidence to that effect shall have been furnished to the satisfaction of said Owner.

### ARTICLE III - ACCEPTANCE AND FINAL PAYMENT

In consideration of the completion of the work described herein and in fulfillment of all stipulations of this contract to the satisfaction and acceptance of the Owner, the Owner shall pay, and the Contractor further agrees to accept, the contract price stated herein.

### ARTICLE IV - THE CONTRACT PRICE

The Owner shall pay the Contractor for the performance of the work, complete in place, the accepted price submitted by the Contractor pursuant to the "Notice to Bidders", the Owner having accepted the Contractor's Proposal as the lowest and best Bid. The accepted price shall be as set out on the Proposal Sheets included in this Specification Document, which Proposal Sheets are hereby, by reference, made as much a part of this Contract as if repeated verbatim herein.

### ARTICLE V - TIME OF COMPLETION

The Contractor agrees to commence the work to be performed under this Contract within ten (10) days after execution of the Contractual Documents, or upon receipt of a substantial portion of materials, and to diligently prosecute the work in such a sequence and manner as to complete the work in all detail, ready for continuous and successful operation, within the time limit stated in the Proposal.

In case the Contractor shall fail to complete the work, or any part thereof, according to the terms of this Contract, then, and in such case, the Owner reserves the right and is hereby authorized to declare this contract forfeited and to relet the unfinished portion thereof in the manner provided by law, and such person or persons to whom such work shall be relet shall be and are hereby authorized to complete said portion of the work without hindrance from the Contractor. And the Contractor shall be liable in case of non-performance of this Contract, or any part thereof, and hereby agrees to pay said Owner, as damages, all costs, charges and expenses attending such reletting, and also such sums or amount as it shall cost to complete the said Contract over and above the amounts hereby agreed for the various items therefor.

## ARTICLE VI - COMPONENT PARTS OF THIS CONTRACT

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

- 1) Advertisement for Bids
- 2) Instructions to Bidders
- 3) Proposal
- 4) Contract and Bonds
- 5) General Conditions
- 6) General Specifications
- 7) Project Specifications
- 8) Schedule of Drawings
- 9) Appendix
- 10) Addenda Numbers   1  ,       .

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

To each of the conditions and stipulations of this Contract, the undersigned, each for himself, binds itself, its successors and assigns.

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

(SEAL) J. ALLEN AND COMPANY, INC.  
Contractor

BY: Jollie Allen  
President  
Title

ATTEST:  
BY: \_\_\_\_\_  
\_\_\_\_\_  
Title

(SEAL) CITY OF DOWAGIAC, MICHIGAN  
BY: \_\_\_\_\_  
Donald D. Lyons  
Mayor

ATTEST:  
BY: \_\_\_\_\_  
James E. Snow  
City Clerk

## INSTRUCTIONS FOR EXECUTION OF PERFORMANCE BOND

The penal amount of the Performance Bond for a unit price Contract shall be the summation of the correct and checked extension of the unit price with the estimated number of units.

The form of bond attached hereto shall be used for each Contact. This form contemplates one corporate surety only. In case co-sureties will be furnished, proper forms therefore shall be obtained.

If the principal is an individual, his full legal name and residence shall be inserted in the body thereof, and he shall sign the bond with his usual signature in the line opposite the scroll seal.

If the principals are partners, their individual names shall appear in the body of the bond, with the recital that they are partners composing a firm, naming it.

If the principal is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal, the face shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name. This also applies to execution by the surety.

The date of the bond must not be prior to the date of the contract for which it is given.

A power-of-attorney authorizing the execution of the bond by an attorney-in-fact, or agent, shall be attached to the executed counterpart of the bond. If the bond is executed by an out-of-state agent, the executed counterpart of the bond shall be countersigned by a licensed, resident agent.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, as principal, and the \_\_\_\_\_, a corporation and authorized to transact business in the State of \_\_\_\_\_ as surety, are held and firmly bound unto the \_\_\_\_\_ as obligees, in the penal sum or \_\_\_\_\_ Dollars (\$) lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2013.

WHEREAS, the above bounden Principal entered into a certain written Contract with the above named obligee, dated that \_\_\_\_\_ day of \_\_\_\_\_ A.D, 2013, for the construction of \_\_\_\_\_

\_\_\_\_\_  
(description of work)

which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden principal shall well and truly keep, do and perform, each and every, all and singular the matters and things in said Contract set forth and specified to be by the said Principal kept, done and performed at the time and in the manner in said Contract specified, and shall pay over, make good and reimburse to the above named Obligees, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void; otherwise, to be and remain in full force and effect.

WITNESS:  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Attorney-in-fact

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, as principal, and the \_\_\_\_\_, a corporation and authorized to transact business in the State of \_\_\_\_\_ as surety, are held and firmly bound unto the \_\_\_\_\_ as obligees, in the penal sum or \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ ) lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2013.

WHEREAS, the above bounden Principal entered into a certain written Contract with the above named obligee, dated that \_\_\_\_\_ day of \_\_\_\_\_ A.D, 2013 for the construction of \_\_\_\_\_

\_\_\_\_\_  
(description of work)

which Contract shall be deemed a part hereof as if set out herein.

AND WHEREAS, this bond is given in compliance with and subject to the provisions of Act No. 213 of the Public Acts of Michigan, for the year 1963.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the said \_\_\_\_\_ Contractor, shall make payment as the same may become due and payable of all indebtedness which may arise from said Contractor to a subcontractor or party performing labor or furnishing materials or supplies or any subcontractor to any person, firm or corporation on account of labor performed or materials or supplies furnished, in the erection, repairing or ornamentation of such building improvement or works, then this obligation shall be void, otherwise the same shall be in full force and effect.

(Seal)

\_\_\_\_\_  
Principal

ATTEST:

\_\_\_\_\_  
Agent

By: \_\_\_\_\_  
Attorney-in-fact

PART 5

GENERAL CONDITIONS

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## GENERAL CONDITIONS

### 1. DEFINITIONS

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

- A. Contractor - The person, firm or corporation to whom the within contract is awarded by the Owner and who is subject to the terms thereof.
- B. Subcontractor - A person, firm or corporation, other than the Contractor, supplying labor and materials or labor for work at the site of the project.
- C. Project - The entire improvement proposed by the Owner to be purchased, constructed, and installed pursuant to the within contract.
- D. Work - The work to be done, including all labor, materials, tools, and all appliances and appurtenances necessary to perform and complete everything specified or implied in the plans or in this contract, in full compliance with all the terms and conditions thereof.
- E. Owner - The City of Dowagiac.
- F. Engineer - The Director of The Department of Public Services for The City of Dowagiac.
- G. Contract Documents or Contract - All of the component parts of the contract including the Advertisement for Bids, Instructions to Bidders, Proposal, Contract, General Conditions, and Scope of Work, all of which are attached hereto; and including any Addenda which may be issued and made a part of the Contract; and the Plans and Drawings therein referred to and other drawings, specifications, and engineering data which may be furnished by the Contractor and approved by the Owner, and such additional specifications and drawings which may be furnished by the Engineer from time to time as are necessary to make clear, and to define in greater detail, the intent of the specifications and plans.

### 2. INTENT OF THE CONTRACT DOCUMENTS

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

In interpreting the contract documents, words describing work or materials which have a well-known technical or trade meaning, unless otherwise specifically defined in the contract documents, shall

be construed in accordance with such well-known meaning recognized by architects, engineers, and the trade.

### 3. PLANS AND SPECIFICATIONS

The location of the work together with the details for the construction of the various structures is shown upon the set of plans specified in PART 8, SCHEDULE OF DRAWINGS.

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

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

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

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

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

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

The Contractor shall check all dimensions and quantities on the drawings furnished by the Owner or by himself and shall notify the Engineer of all errors or omissions which he may discover by

examining and checking the same. He will not be allowed to take advantage of any error or omission in the drawings, as full instructions will be furnished by the Engineer, should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

#### 4. SUBSURFACE AND PHYSICAL CONDITIONS

- A) *Reports and Drawings*: The Contract Documents may identify:
1. Soil borings, existing plans, drawings, surveys or other reports of explorations of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and
  2. Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, (Except Underground Facilities) that Engineer has used in preparing the Contract Documents.
- B) Contractor may not rely upon the *Reports and Drawings* referenced in 4.02(A) or make any claim against Owner, Engineer, or any of Engineer's Consultants or Subcontractors related to the *Reports and Drawings*. This limitation includes, but is not limited to:
1. The completeness of such *Reports and Drawings* for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  2. Other data, interpretations, opinions, and information contained in or shown or indicated in the *Reports and Drawings*; or
  3. Any Contractor interpretation of or conclusion drawn from any of the *Reports and Drawings* or any other data, interpretations, opinions or information referenced in the *Reports and Drawings*; or
  4. Soil Borings that have been made by Engineer, Owner or one of their Consultants or Subcontractors, if any, are shown in the *Reports and Drawings* or the Plans. This information is offered to the Contractor only as information relied upon by Engineer in the preparation of the Contract Documents, and the Contractor is solely responsible for confirming actual conditions and Engineer, Owner or their Consultants or Subcontractors have no responsibility for any conclusion, interpretations or analysis contained therein or made by the Contractor based upon his review of the Soil Borings. Neither Owner or Engineer has any responsibility for and does not warrant that the soils or water table encountered during construction will be as shown in the borings.
- C) Contractor warrants that before submitting his bid he has personally determined the soil and subsoil conditions, including the water table elevation and the conditions to be encountered by Contractor in the performance of the Work and that said conditions and factors have been evaluated by Contractor and incorporated into his

Contract with Owner. Contractor further warrants that he is fully aware of the soil conditions, subsoil conditions, water table and all applicable State and Federal Regulations related to the excavation, removal, transportation, placement and relocation of the materials involved in the work to be performed by the Contractor and that Contractor will complete the work under whatever conditions he may encounter or create without extra cost, expense to or claim against the Owner or Engineer, their consultants or subcontractors.

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

*Differing Subsurface or Physical Conditions*

- A) *Notice:* If Contractor believes that any physical condition at or contiguous to the Site that is uncovered or revealed is of such a nature as to require a change in the Contract Documents or is of an unusual nature and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents then Contractor shall, within 48 hours after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency) notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so. If notice as provided in the section is not given, no change in contract price shall be considered or allowed.
- B) *Engineer's Review:* After receipt of written notice as required by paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.
- C) *Possible Price and Times Adjustments*
1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existing of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost, or time required for, performance of the Work; subject, however, to the following:
    - a) such condition must meet the requirement set forth in paragraph 4.03.A; and

- b) with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions related to Unit Price and quantities.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
- a) Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner in respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
  - b) The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and continuous areas provided by the Bidding Requirements or Contract Documents prior to Contractor's making such final commitment; or
  - c) Contractor failed to give the written notice within the time and as required by paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price of Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, Owner, Engineer, and Engineer's Consultants shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

#### Underground Facilities

- A) *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others.
- 1. The Underground Facilities shown on the plans area located according to the available information known to the Engineer at the time of the preparation of the *Reports and Drawings* and Plans. The Engineer and Owner do not guarantee the accuracy of such information.
  - 2. The Contractor is solely responsible for identifying the actual location of Underground Facilities and shall verify the location and/or elevations of the Underground Facilities prior to undertaking construction;
  - 3. At all locations where the Contractor's operations are near, will cross or contact Underground Facilities work shall not take place until Contractor has made all arrangements necessary to identify the location and/or elevation of

the Underground Facility, including calling Miss Dig, has notified the owner of the Underground Facility, and has taken all necessary steps to protect the Underground Facility from damage.

4. The cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  - a) reviewing and checking all information and data,
  - b) locating all Underground Facilities shown or indicated in the Contract Documents.
  - c) coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
  - d) the protection, shoring, bracing, supporting and maintenance of all Underground Facilities affected by his operations. Contractor is solely responsible for any and all damage to Underground Facilities and any personal injury, death or property damage or consequential damages arising from Contractor's operations.
  - e) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
5. In the event of the interruption of or damage to an Underground Facility as a result of Contractor's operations, the Contractor shall immediately notify the Underground Facility owner and shall take all steps necessary to cooperate with and assist the Underground Facility owner in the restoration and repair of the Underground Facility. Said repair work shall be continuous and shall not result in any delay of the Project or increased cost or expense to Owner, or claim against Owner or Engineer.

**B) *Not Shown or Indicated***

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. At all times, Contractor shall be solely responsible for the safety and protection of such underground facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are

attributable to the existence or location of any Underground Facility that was not shown or indicated in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefore as provided in these documents.

#### 5. MATERIALS AND WORKMANSHIP

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

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

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

#### 6. ROYALTIES AND PATENTS

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

#### 7. PERMITS AND COMPLIANCE WITH LAWS

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

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

#### 8. INSPECTION

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

The Engineer shall have the right to reject materials and workmanship which are defective, or require their correction. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be removed from the premises without charge to the Owner. If the Contractor does

not correct such condemned work and remove rejected materials within a reasonable time, fixed by written notice, the Owner may remove them and charge the expense to the Contractor.

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

#### 9. COOPERATION

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

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

#### 10. RESPONSIBILITY OF CONTRACTOR

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

The Contractor shall be responsible for the entire work until completed and accepted by the Owner. The Owner is not to be held responsible for the estimates of the quantities of materials to be furnished or work to be done. The Contractor must judge for himself as to such estimates, as well as to conditions to be met which will affect both the cost and time required for the execution of the work and he assumes all responsibility therefor.

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

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

#### 11. SUBCONTRACTORS

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

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

Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the Owner.

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

#### 12. CHATTEL MORTGAGES

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

#### 13. DAMAGES

Said Contractor covenants and agrees to pay all damages for injury to real or personal property, for any injury sustained by any person growing out of any act or deed of said Contractor, his subcontractors, or of his or their employees, that is in the nature of a legal liability, and he hereby agrees to indemnify and save the Owner harmless against all suits or actions of every name and description brought against said Owner for, or on account of, any such injuries to real or personal property, injuries received or sustained by any person or persons caused by said Contractor, his servants, agents, or employees, in the execution of said work, or by, or in consequence of any negligence in guarding the same, or by, or on account of any omission or act of said Contractor, his agents, or employees, and the said Contractor further agrees that so much of the money due to him under and by virtue of this contract, as shall be considered necessary by the Owner, may be retained by the Owner to protect itself against loss until such suit or claims for damages shall have been settled, and evidence to that effect shall have been furnished to the satisfaction of the Owner.

#### 14. CONTRACTOR INSURANCE REQUIREMENTS

The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to City of Dowagiac. The

limits required below do not limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

**A. Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

**B. Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, 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) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

**C. Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, 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. Additional Insured:** Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds:** The City of Dowagiac, 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 the City of Dowagiac as additional insured, coverage afforded is considered to be primary and any other insurance the City of Dowagiac may have in effect shall be considered secondary and/or excess.

**E. Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Mrs. Rozanne Scherr, City of Dowagiac, PO Box 430, Dowagiac, MI 49047-0430).

**F. Proof of Insurance Coverage:** The Contractor shall provide the City of Dowagiac at the time the contracts are returned by him/her for execution, certificates and policies as listed below:

1. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
2. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;

4. If so requested, Certified Copies of all policies mentioned above will be furnished.

**G.** If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Dowagiac at least ten (10) days prior to the expiration date.

#### 15. ESTIMATED QUANTITIES

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

#### 16. CHANGES IN WORK

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

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

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

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

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

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

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

17. PROGRESS SCHEDULE

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

18. NOTICE TO SUSPEND WORK

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

19. UNAVOIDABLE DELAYS AND EXTENSION OF TIME

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

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

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

#### 20. TERMINATION FOR BREACH

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

#### 21. COST OF WORK

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

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

#### 22. GUARANTEE

The Contractor hereby guarantees all of the work furnished under this contract against any defects in workmanship or materials for a period of one (1) year following the date of the approval of the Owner of the final estimate. Under this guarantee, the Contractor agrees to make good without delay at his own expense any failure of any such parts due to faulty materials, construction, or installation, or due to the failure of any such equipment to successfully perform all the work put upon it within the limits of the specifications and further shall make good any damage to any part of the work caused by such failure. Said Contractor also agrees that the Contractor's Performance Bond shall fully cover all guarantees in this paragraph contained.

23. ENGINEER TO DECIDE

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

24. DUTIES AND POWERS

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

25. NO WAIVER OF RIGHTS

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

26. NIGHT, WEEKEND, OR HOLIDAY WORK

It is the intent of these contract documents that all work contemplated for this project is to be performed on a five-day work week utilizing eight-hour work days. The Contractor should note that the completion time specified is in calendar days figured from a seven-day calendar week. Whenever the Contractor wishes to perform work at night, or on weekends or holidays, or to vary the period of hours during which work is carried on each day, he shall give written notice to the Engineer at least forty-eight (48) hours in advance so that proper inspection may be provided. Such work shall be done under the regulations to be furnished in writing by the Engineer, and no

extra compensation shall be allowed the Contractor. In the event that the Contractor chooses to perform work on Saturdays, Sundays, or holidays during the term of this contract, the Owner shall charge the Contractor, as "Liquidated Damages", the sum of fifteen dollars (\$15.00) per hour actually worked on a Saturday, Sunday, or holiday. Said liquidated damages shall be deducted from the Contractor's contract each month by the Owner and shall be utilized to pay the additional expenses involved in providing proper inspection.

## 27. BONDS

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

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

## 28. PRICES

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

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

## 29. MONTHLY ESTIMATES AND PAYMENTS

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

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

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

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

### 30. FINAL ESTIMATE AND PAYMENT

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

### 31. FINAL PAYMENT TO RELEASE OWNER

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

### 32. SOIL EROSION PERMIT

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

Erosion control measures shown on the plans are minimum requirements and shall not remove the Contractor's responsibility for providing the required erosion measures. All erosion control

measures shall be incidental to construction, unless specific pay items are provided for in the Proposal Section.

### 33. JOB SITE SAFETY

None of the specifications, conditions, plans or terms of the Contract between the Owner and Contractor or the Owner and the Engineer or inspector shall be construed to impose any responsibility upon the Engineer, its employees, inspectors or other agents, for review, determination and/or supervision of job site safety. The construction means, manner and method remains the sole responsibility of the Contractor, and neither the Engineer nor the Owner shall be responsible for the failure of the Contractor to provide a safe work place for the employees, employees of other contractors or the general public.

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

PART 6

GENERAL SPECIFICATIONS

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## GENERAL SPECIFICATIONS

### 1. FORWARD

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

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

### 2. BOUNDARIES OF WORK

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

### 3. PROFILES AND TOPOGRAPHY

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

### 4. INTERFERENCE

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

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

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

### 5. NOTIFICATION BY CONTRACTOR

Sufficient notice shall be given by the Contractor to all municipal departments, Public Service corporations, and property owners whose pipes, poles, tracks, wires, or conduits or other structures may be affected by the work in order that they may protect, adjust, remove or rebuild them, or take such measures as they may desire to minimize inconvenience. He shall notify the Chief of the Fire Department twenty-four (24) hours in advance of the temporary blocking of any street. He shall

also notify the Municipal Water Works Department and receive its authorized representative's approval before cutting into existing mains or shutting off watermain services, except in cases of emergency.

6. LINES AND GRADES

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

7. EQUIVALENT PRODUCTS

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

8. SUPERINTENDENCE AND WORKMEN

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

9. PLANT, TOOLS AND EQUIPMENT

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

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

10. TEMPORARY TOILET ACCOMMODATIONS

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

11. PRECAUTIONS

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

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

12. HEALTH AND SAFETY REQUIREMENTS

The Contractor shall comply with all Federal, State, and local laws and regulations governing construction methods and the furnishing and use of all safeguards, safety devices, protective equipment, and pollution controls. It shall be the Contractor's responsibility to protect, as reasonably necessary, the life and health of all personnel on the job, the safety and health of the public, and to protect property during the construction of the project.

13. PUBLIC CONVENIENCE AND SAFETY

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

14. BARRICADES AND WARNING SIGNS

The Contractor shall provide and maintain proper barricades, fences, signal lights, or watchmen to properly protect the work, persons, animals, and property against injury. He shall also furnish and maintain sign boards lettered "CLOSED" in large readable type on all approaches leading to his work as may be directed by the Engineer. Between the hours of sunset and sunrise, the Contractor shall provide and maintain at least two (2) yellow lights at each barricade and such other points as are necessary to protect the traveling public. These statements of specific duties on the part of the Contractor shall not be considered as a limitation on the general duties imposed by the Contract or Specifications.

The Owner reserves the right to remedy and neglect on the part of the Contractor as regards the protection of the work after twenty-four (24) hours notice in writing, except in case of emergency when it shall have the right to remedy any neglect without notice, and in either case, to deduct the cost of such remedy from any money due or to become due the Contractor.

15. ACCESS TO PUBLIC SERVICES

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

16. PILING MATERIAL AND CARE OF STRUCTURES

All excavated and other materials shall be so piled as not to endanger the work and so that free access may be had at any time to all parts of the work, and shall be kept neatly piled so as to inconvenience public travel or adjoining tenants as little as possible. Proper provisions shall be made for the handling of materials and for the protection of traffic and public. Materials required for the work may be placed upon the side of the roadway or parking area of streets and alleys adjacent to the work. Reasonable and satisfactory provision shall be made for travel on sidewalks, crosswalks, streets, roads, railroads, street railways, and private ways. Walkways shall be kept clean and unobstructed. All fences and other structures in the vicinity of the work shall be protected and if injured, shall be repaired or replaced. All trees shall be satisfactorily protected by boxes or otherwise.

17. PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall not enter upon private property for any purpose without obtaining proper permission. He shall be responsible for the preservation from injury or damage, resulting directly or indirectly from the execution or non-execution of the work under this Contract of all public and private property adjacent to the work. He shall take all necessary precautions to prevent damage to trees, pipes, conduits, and other underground structures, public utilities, etc., and shall protect carefully from disturbance or damage, all property marks or markers. The Contractor shall contact all utilities in the area of the proposed construction and have them locate their utility lines prior to the start of the work in accordance with Act 53 of the *Public Acts of 1974*.

18. OPENING OF SECTION OF WORK

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

19. LIMITATIONS OF OPERATIONS

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

20. FINAL CLEANING UP

Before acceptance and final payment shall be made, adjacent property, the right-of-way of streets, and all grounds occupied by the Contractor in connection with the work, shall be cleaned of all rubbish, excess materials, temporary buildings, etc., and the Contractor shall restore in an acceptable manner all property, both public and private, which may have been damaged during the

prosecution of the work, and all parts of the work shall be left in a neat and presentable condition, as good or better than it was at the beginning of construction.

21. REMOVAL & REPLACEMENT OF UNCLASSIFIED ROAD SURFACING, SIDEWALKS, CURB AND GUTTER, DRIVEWAYS, ETC.

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

Where lawn sod is removed, either on public or private property, it shall be carefully preserved and later replaced, or the area where sod has been removed shall be covered with a four inch (4") thick layer of good black dirt and seeded with an approved grass mixture in an amount of at least two hundred (200) pounds of pure live seed per acre of surface.

22. LIMITATIONS OF OPEN TRENCH

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

23. CONTRACTOR'S GUARANTEE

The Contractor's performance bond shall remain in force throughout the period of construction and shall continue in force for a period of one (1) year following the final inspection and acceptance of the project by the Owner.

24. PAYMENT AFTER EXPIRATION OF CONTRACT

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

25. BUILDERS RISK INSURANCE

The Contractor shall furnish a builders risk policy covering the Owner and Contractor, which shall be paid for by the Contractor, to the full value on the insurable portion of the project against perils of fire, lightning, wind, explosion, damage to any and all utilities, collapse of or structural damage to any building or structure, and vandalism and malicious mischief. The original of the policy shall be furnished to the Owner.

PART 7  
PROJECT SPECIFICATIONS

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## PROJECT SPECIFICATIONS

### 2013 LOCAL STREET PAVING PROJECTS

#### Work Included

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

#### Obligations

The Contractor is obligated under this contract to construct the improvements as contemplated and proposed in the contract documents. The Contractor is further obligated to make any and all changes in the work as ordered by the Engineer and approved by the Owner. All work shall be done for the unit or lump sum prices bid and shall be subject to additional payments or credits as authorized under the terms of Section 16 of the General Conditions.

#### Payment

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

#### Michigan Department of State Highway Specifications

The "Standard Specifications for Construction", adopted April 1, 2011 by the Michigan Department of Transportation (MDOT), are hereby incorporated into these contract documents. Copies of these standards are available for inspection on MDOT's website <http://www.michigan.gov/mdot/>.

CITY OF DOWAGIAC  
 2013 Local Street Paving Projects  
 Project Description

The following is a listing of the various items of work which are included in the City of Dowagiac, 2013 Local Street Paving Projects. The Contractor must inform the City at least 2 weeks in advance of the date work is to begin and must pave within one week after the manholes are raised. All bituminous mixtures shall meet the requirements of MDOT Bituminous Mixture 13A or 36A as noted. Application rates shall be as noted. Milled butt joints shall be used whenever possible.

**Cherry Street** (200 Block)

Cold Mill 1.5" at intersection of Cherry and Halstead St. Resurface from Halstead to Ashland St.

Mobilization, Max.....	1 LS
*Cold Milling HMA Surface.....	325 SYD
1.5" Bituminous Mixture 36A (Wear) .....	58 TON
Flag Control .....	1 LS
Minor Traffic Devices.....	1 LS

**Park Place** (100 Block)

Cold Mill 1.5" each side of gutter 1'. Resurface from Front St., S. to Railroad tracks R.O.W.

Mobilization, Max.....	1 LS
*Cold Milling HMA Surface.....	200 SYD
1.5" Bituminous Mixture 13A.....	91 TON
Flag Control .....	1 LS
Minor Traffic Devices.....	1 LS

**Oak Street** (100 Block)

Cold Mill 1.5" and resurface from Front St., N. to Jay St.

Mobilization, Max.....	1 LS
*Cold Milling HMA Surface.....	731 SYD
1.5" Bituminous Mixture 13A .....	65 TON
Flag Control .....	1 LS
Minor Traffic Devices.....	1 LS

**West Railroad Street**, (400 Block)

Cold Mill 1.5" and resurface from Telegraph St., E. to Wayne St., E.

Mobilization, Max.....	1 LS
*Cold Milling HMA Surface.....	1637 SYD
1.5" Bituminous Mixture 13A.....	145 TON
Flag Control.....	1 LS
Minor Traffic Devices.....	1 LS

**West Railroad Street**, (500 Block)

Cold Mill 1.5" and resurface from Prairie Ronde St., E. South 100'.

Mobilization, Max.....	1 LS
*Cold Milling HMA Surface.....	273 SYD
1.5" Bituminous Mixture 13A.....	24 TON
Flag Control.....	1 LS
Minor Traffic Devices.....	1 LS

**Whitney Avenue** (100 Block)

Cold Mill 1.5" and resurface from Paul St., N. to Wooden Ave.

Mobilization, Max.....	1 LS
*Cold Milling HMA Surface.....	763 SYD
1.5" Bituminous Mixture 13A.....	68 TON
Flag Control.....	1 LS
Minor Traffic Devices.....	1 LS

**Wooden Avenue** (100 Block)

Cold Mill 1.5" and resurface from Whitney Ave. South 86.5'.

Mobilization, Max.....	1 LS
*Cold Milling HMA Surface.....	202 SYD
1.5" Bituminous Mixture 13A.....	18 TON
Flag Control.....	1 LS
Minor Traffic Devices.....	1 LS

\*Includes hauling cold millings to City of Dowagiac storage facility on Middle Crossing Road.

**SPECIAL PROVISION**  
**FOR**  
**PROGRESS SCHEDULE**

Work must begin within ten (10) days after receiving notice of award of contract, or on or before May 1st, 2013, whichever date occurs first. In no case shall any work be commenced prior to receipt of formal notice of award by the City.

The Contractor shall complete the work on or before June 30, 2013.

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

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

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

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

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

## SPECIAL PROVISION

FOR

### TRAFFIC MAINTENANCE AND CONTROL

#### General

This work shall be in accordance with the requirements of Section 6.31 of the Standard Specifications for Construction, 1990 Edition, and as herein specified. The Contractor is advised that the current Michigan Manual of Uniform Traffic Control Devices is hereby established as governing all work in connection with traffic control devices, barricade lighting, etc., required on this project.

The Contractor shall coordinate this work with other contractors performing work within the construction influence area or adjoining areas to avoid conflicts in the maintenance of traffic, construction signing and the orderly progress of contract work.

The Contractor shall furnish, erect, maintain and upon completion of the work, remove all traffic control devices and barricade lights within the project and around the perimeter of the project for the safety and protection of through and local traffic. This includes, but is not limited to, advance, regulatory and warning signs, barricades and channeling devices at the intersecting streets on which traffic is to be maintained and all other traffic control devices required to maintain traffic as called for on the plans. Traffic regulators, where required by the Engineer, are included.

#### Traffic Restrictions

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

#### Project General

The Contractor shall place the final course of bituminous and permanent pavement marking as directed by the Engineer.

During the construction of the entire project, city streets shall remain open to traffic at all times except as directed by the Engineer or as restricted in this proposal. Access shall be maintained to all commercial establishments and residences at all times except as directed by the Engineer or as restricted in this proposal.

Open excavations and/or trenches will not be allowed overnight unless approved by the Engineer. The Contractor shall use a trench box and backfill all excavations and/or trenching and cover to protect the trench box at the end of each work day. Protection shall include as a

minimum pedestrian fencing as required. At utility trenches across streets and drives, traffic shall be maintained by the use of existing or salvaged materials.

Necessary emergency work performed by the City of Dowagiac will be billed against the Contractor.

When partial widths of new pavement are available to local traffic, access to residential and commercial drives shall be provided immediately.

Existing street name signs, stop signs and other existing traffic signs will be removed by the Contractor where required and installed by the Contractor as shown on the plans in locations designated by the Engineer and/or the City at no additional cost to the Owner.

### Traffic Control Devices

All traffic control devices and their usage shall be in accordance with provisions in the Michigan Manual of Uniform Traffic Control Devices (MMUTCD), 1994 Edition, as revised. All construction signs, unless otherwise noted, shall be 48 x 48 inches, mounted at a bottom height of 7 feet and placed as indicated on the plans. When signs are no longer applicable, they shall be removed or have their legend completely covered with plywood or approved equal. When signs are mounted on Type III barricades, all signs shall be mounted above the Type III barricade.

Channelizing devices shall be used to separate traffic from the work and, if directed by the Engineer or shown on the plan sheets, to separate opposing traffic lanes. Type II lighted barricades (plastic drum) may be used during both daytime and nighttime operations.

Plastic cones may be used as channelizing devices only during daylight hours. If plastic cones are used, they shall be a minimum of 28 inches in height and placed as directed by the Engineer. Metal drums or metal barrels shall not be used as traffic control devices.

All signs, unless otherwise noted, shall be placed on 3 pound driven posts and Type III barricade (8 foot and 12 foot) shall be weighted with a minimum of 12 sandbags each weighing 30 pounds.

### Basis of Payment

The items for Barricade, Type II, Lighted, Furnished; Barricade, Type II, Lighted, Operated; Barricade Type III, Lighted, Furnished; Barricade, Type III, Lighted, Operated; Minor Traffic Devices; Flag Control and Sign Type B Temporary are to be provided wherever required to maintain traffic as specified herein and as directed by the Engineer as part of the lump sum item for Traffic Maintenance and Control. All other work of Maintaining Traffic shall be included in the above item.

**SPECIAL PROVISION**  
**FOR**  
**UTILITY COORDINATION**

The following Public Utilities have facilities located within the City of Dowagiac:

Electric: American Electric Power  
2425 Meadowbrook, P.O. Box 8550, Benton Harbor, MI  
Kurt Schneider, (269) 926-0681

City of Dowagiac  
241 South Front St. Dowagiac, MI 49047  
Jim Bradford, (269) 251-6627  
[jbradford@dowagiac.org](mailto:jbradford@dowagiac.org)

Fiber Optics: Merit Network, Inc.  
1000 Oakbrook Dr., Suite 200, Ann Arbor, MI 48104  
Robert Duncan, (734) 527-5726  
[rduncan@merit.edu](mailto:rduncan@merit.edu)

Gas: SEMCO ENERGY Gas Company  
1000 Bell Road, Niles, MI  
Michael Kessler (269) 683-6810 Ext. 5689  
[Michael.kessler@semcoenergy.com](mailto:Michael.kessler@semcoenergy.com)

Telephone: Frontier  
601 N. US31 Three Rivers, MI 49093  
Scott MacFarlane (269) 273-0383  
[Scott.macfarlane@ftr.com](mailto:Scott.macfarlane@ftr.com)

Water, Sanitary Sewer and Storm Sewer: City of Dowagiac, Department of Public Services  
241 South Front Street, Dowagiac, MI 49047  
Matt Stack (269) 462-3221  
[mstack@dowagiac.org](mailto:mstack@dowagiac.org)

Cable TV: Comcast Cable Services  
3830 M-139 St. Joseph, MI 49085  
Brian Jorgenson (269) 208-9923  
[Brian\\_jorgensen@cable.comcast.com](mailto:Brian_jorgensen@cable.comcast.com)

Plans have been provided to American Electric Power Company, Merit Network, Inc., SEMCO ENERGY Gas Company, Frontier, City of Dowagiac, and Comcast Cable Services.

The owners of existing service facilities that are within grading or structure limits will move them to locations designated by the Engineer or will remove them entirely from the highway right-of-

way. Owners of Public Utilities will not be required by the City to move additional poles or structures in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the Contractor's operations.

No additional compensation will be paid to the Contractor for delays due to material shortages or other reasons beyond the control of the City, or for delays on construction due to the encountering of existing utilities that are, or are not, shown on the plans.

Work stoppage by employees of utility companies which results in a delay of utility revisions on any portion of this project may be considered the basis for a claim for an extension of time for completion, but will not be considered the basis for a claim for extra compensation or adjustment in contract unit prices.

## SPECIAL PROVISION

FOR

### HMA APPLICATION ESTIMATE

Description

For the unit prices bid per ton for the various items as defined herein, the CONTRACTOR shall furnish all labor, materials, equipment and do all work necessary to complete the restoration and replacement of the permanent pavements as shown on the plans and as specified. All pavement shall be cleaned, swept and bonded before placing the surface course.

The CONTRACTOR must pave within one week after the base is prepared. HMA Mixtures shall meet the requirements of MDOT HMA, 13A and HMA, 36A. Application rates shall be as noted. The limits of all paving and resurfacing shall be determined and marked by the City or ENGINEER in the field.

HMA, 13A shall have a yield of 220 LBS/Syd (2") for the entire project. HMA, 36A shall have a yield of 165 LBS/Syd (1.5") for the entire project.

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

Paving on intersections, drives and aprons will not be a separate pay item on this project. All HMA materials for this project will be paid for under their respective bid items.

Rolling

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

**The Nuclear Gage Method for testing compaction may be used at the direction of the ENGINEER.**

Number of Rollers Required Based on Placement Rate:

AVERAGE LAY DOWN RATE, SQUARE YARDS PER HOUR	NUMBER OF ROLLERS REQUIRED	
	COMPACTION ROLLERS	FINISH ROLLERS
LESS THAN 800	1	*1
800 – 1,800	1	1
1,800 – 4,000	2	1
4,000 – 7,200	3	1

\*The compaction roller may be used as the finish roller also.

The Aggregate Wear Index (AWI) number required for the aggregate used in the production of the HMA mixture used in the top course of the traveled way (shoulders included) on this project is shown in the table below.

<u>HMA Mixture</u>	<u>Required AWI Number</u>
HMA 36A (Wearing)	260 (min.)

HMA Materials

The HMA mixtures to be used on this project shall meet the requirements of the most recent Michigan Department of Transportation Special Provision for Plant Mixed HMA Mixtures for each specified mixture. The paving subcontractor shall submit job mix formula to the NEINGEER For approval prior to paving. The HMA material shall be PG-58-28 for all HMA used on this project.

Limitations on RAP

The JMA, 36A Surface Course for this project shall contain no more than 17% RAP (Recycled Asphalt Pavement) in the mix design. HMA< 36A with more than 17% RAP will be rejected.

Measurement and Payment

The CONTRACTOR shall be responsible for the control of the HMA application rates for this project. The pay quantity for HMA mixtures on this project shall not exceed more than 5% of the calculated quantities for each course based upon the plan yields and the actual areas paved. Quantities in excess of the above will not be considered for payment. The CONTRACTOR and the ENGINEER will measure and agree upon the actual square yardage of the areas to be paved prior to installation of any pavement so that the theoretical tonnage can be determined in advance.

<u>Pay Item</u>	<u>Unit</u>
HMA, 13A	TON
HMA, 36A	TON

## SPECIAL PROVISION

FOR

### CRUSH AND SHAPE BITUMINOUS BASE

#### Description

This work shall consist of scarifying, pulverizing, crushing, spreading, grading and compacting the existing bituminous surface as required.

#### Materials

This work does not include addition of any new bituminous material or gravel to the existing pulverized bituminous surface.

#### Equipment

The equipment shall meet the requirements specified in the Standard Specifications, Bituminous Aggregate Base Course Stabilized in Place, except the requirement for liquid distribution need not be met.

#### Construction Methods – Pulverize Bituminous Base

Scarifying and pulverizing shall meet the requirements of the Standard Specifications. The intent is to pulverize the full depth of the existing bituminous surface and some of the existing gravel sub-base, for a total depth of 5". The pulverized material shall be graded to the full width, of the proposed new pavement. The compacted pulverized material shall also incorporate a 2% crown to allow for a uniform pavement section. This material shall be compacted to 98% modified proctor density, all in accordance with the Standard Specifications.

#### Measurement and Payment

The completed work, Pulverize Bituminous Base, including all materials, labor, and equipment, as measured will be paid for at the Contract Unit Price for the following contract items (pay item):

#### Pay Item

#### Pay Unit

Crush and Shape Bituminous Base

SYD

PART 8

SCHEDULE OF DRAWINGS

## SCHEDULE OF DRAWINGS

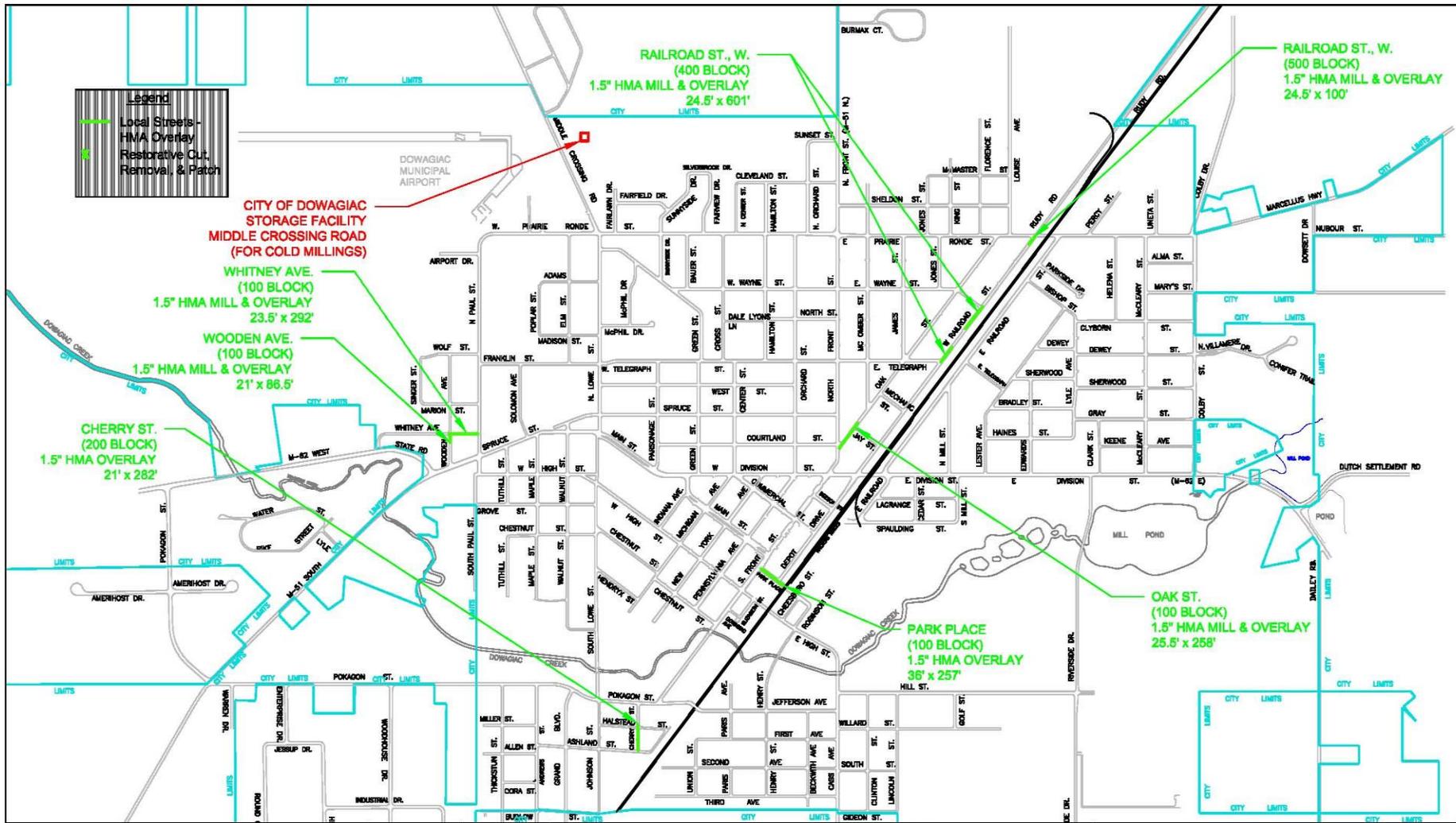
The drawings which are applicable to the work to be performed under this Contract and which are referred to in the Contract Documents as “the plans” or “plans” are identified as follows:

### CITY OF DOWAGIAC

Local Street Paving Location Map  
Located on Page SD-2

Individual Location Maps  
Located on Pages SD-3 through SD-9

Individual Location Descriptions  
Located on Pages PS-2 through PS-4



**Legend**

- Local Streets - HMA Overlay
- Restorative Cut, Removal, & Patch

**CITY OF DOWAGIAC STORAGE FACILITY MIDDLE CROSSING ROAD (FOR COLD MILLINGS)**

**WHITNEY AVE. (100 BLOCK) 1.5\"/>**

**WOODEN AVE. (100 BLOCK) 1.5\"/>**

**CHERRY ST. (200 BLOCK) 1.5\"/>**

**RAILROAD ST., W. (400 BLOCK) 1.5\"/>**

**RAILROAD ST., W. (500 BLOCK) 1.5\"/>**

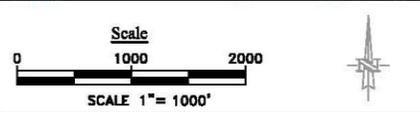
**PARK PLACE (100 BLOCK) 1.5\"/>**

**OAK ST. (100 BLOCK) 1.5\"/>**

Drawn by GMWJ  
 Reviewed by JB  
 QA/QC by JB

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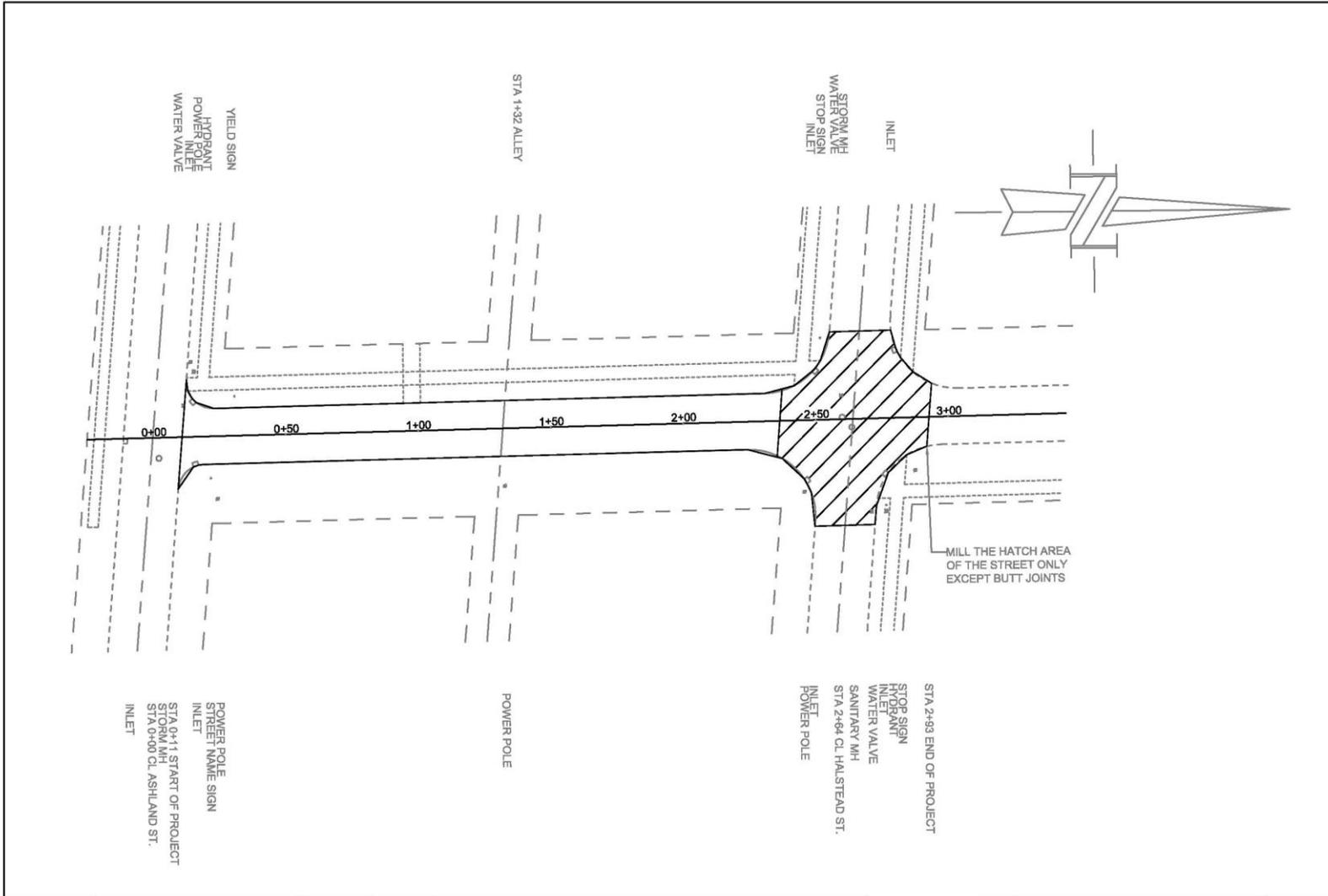
Revision No.	Date
1.	9/18/2012
2.	10/10/2012



THE CITY OF **DOWAGIAC**  
 Department of Public Services  
 311 South First Street  
 P.O. Box 430  
 Dowagiac, Michigan 49827  
 T: 269.742.1330  
 F: 269.742.1338

**2013 LOCAL STREET IMPROVEMENT PROJECTS**

**EXHIBIT SD-2**



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Drawn by GMWJ  
 Reviewed by \_\_\_\_\_  
 QA/QC by \_\_\_\_\_

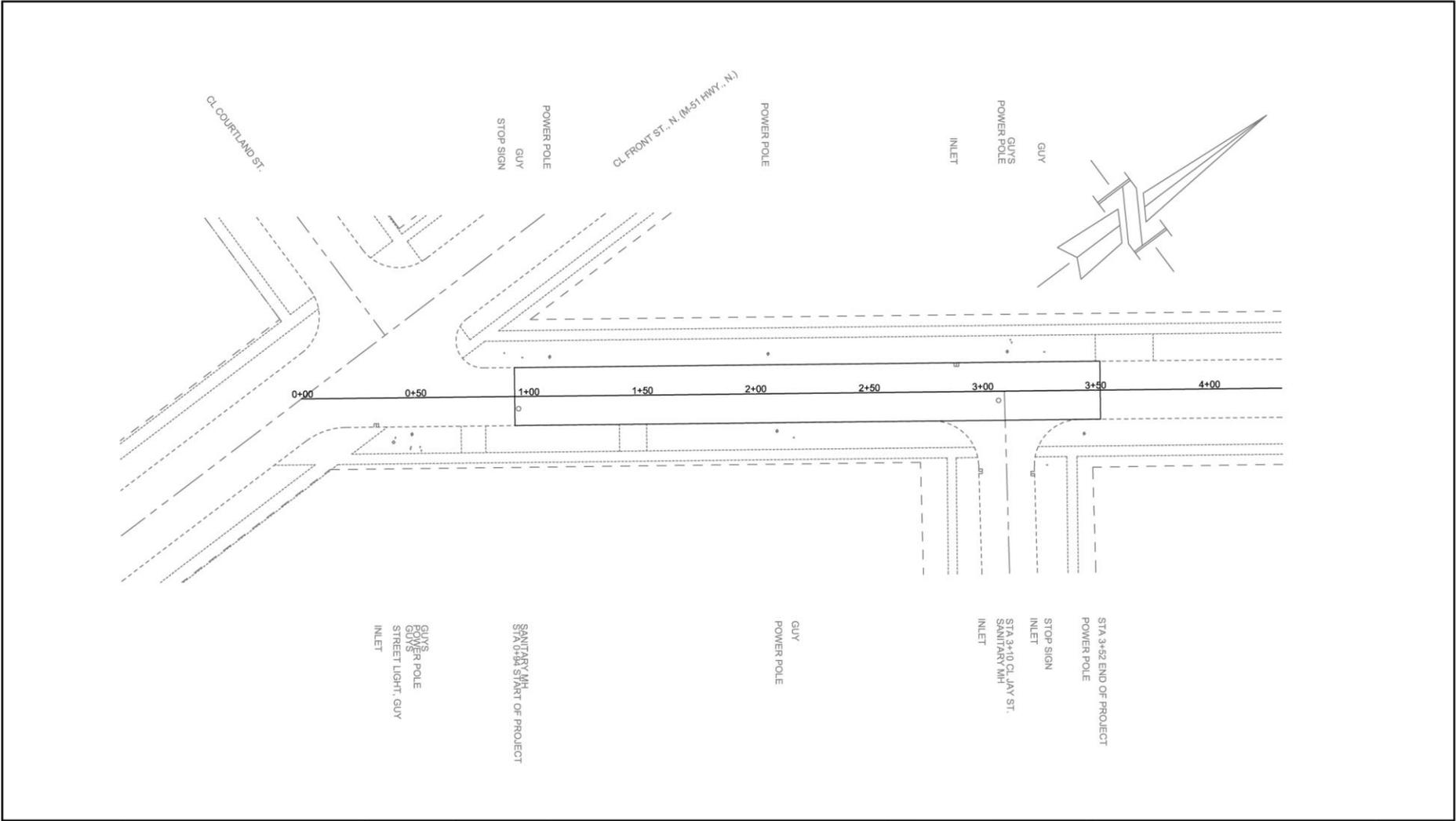
Revision No.	Date
1	10/3/2012

**Not to Scale**



**2013 LOCAL STREET IMPROVEMENT PROJECT**  
**CHERRY ST.**  
**(200 BLOCK)**

**EXHIBIT SD-3**



Drawn by GMWJ  
 Reviewed by \_\_\_\_\_  
 QA/QC by \_\_\_\_\_

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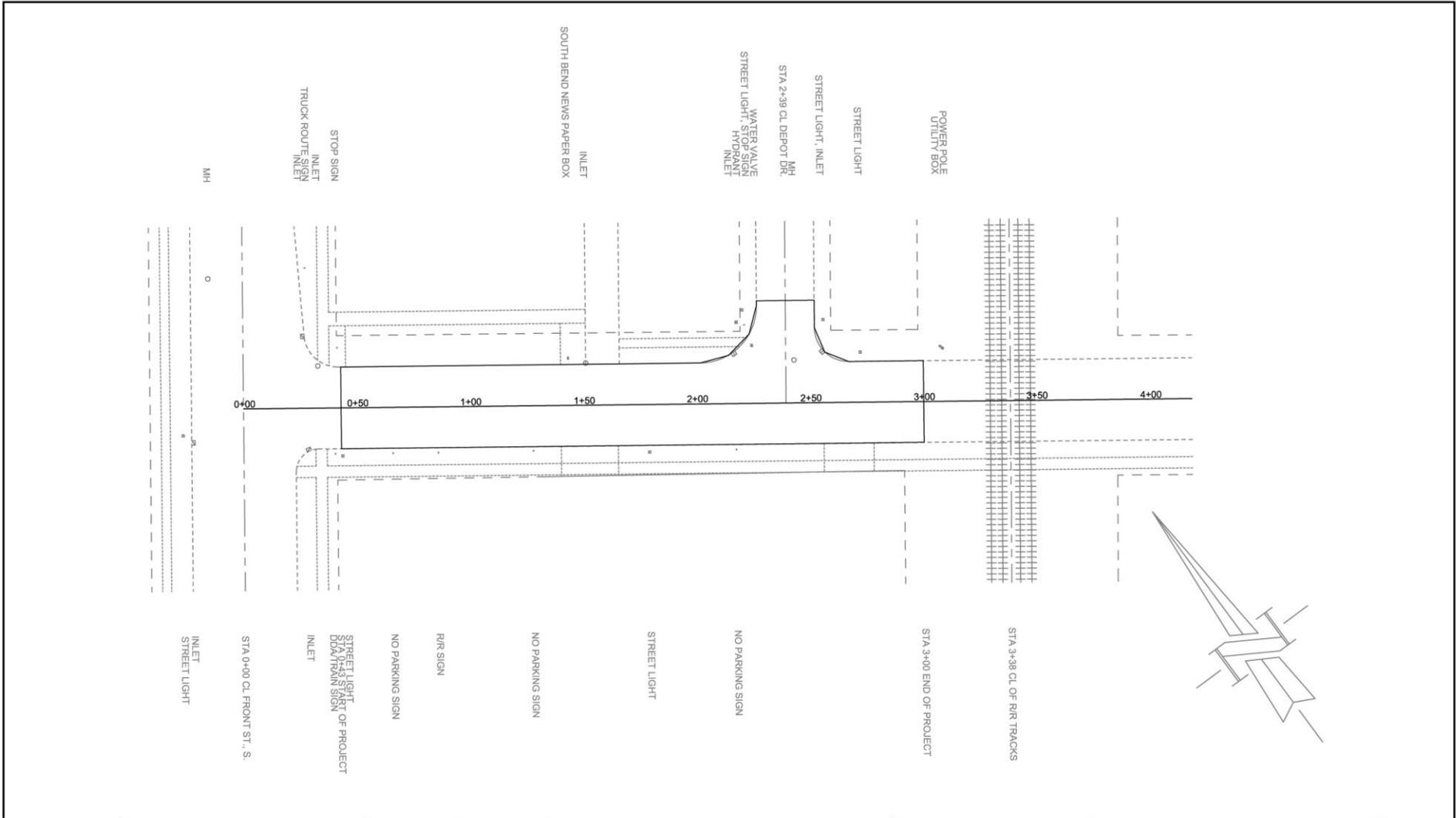
Revision No.	Date
1	10/3/2012

Not to Scale


 THE CITY OF  
**DOWAGIAC**  
 Department of Public Services  
 241 South Front Street  
 P.O. Box 430  
 Dowagiac, Michigan 49807  
 T-269.782.8200  
 F-269.782.1838

2013 LOCAL STREET  
 IMPROVEMENT PROJECT  
**OAK ST.**  
 (100 BLOCK)

**EXHIBIT**  
**SD-4**

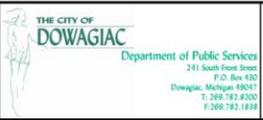


Drawn by GMWJ  
 Reviewed by \_\_\_\_\_  
 QA/QC by \_\_\_\_\_

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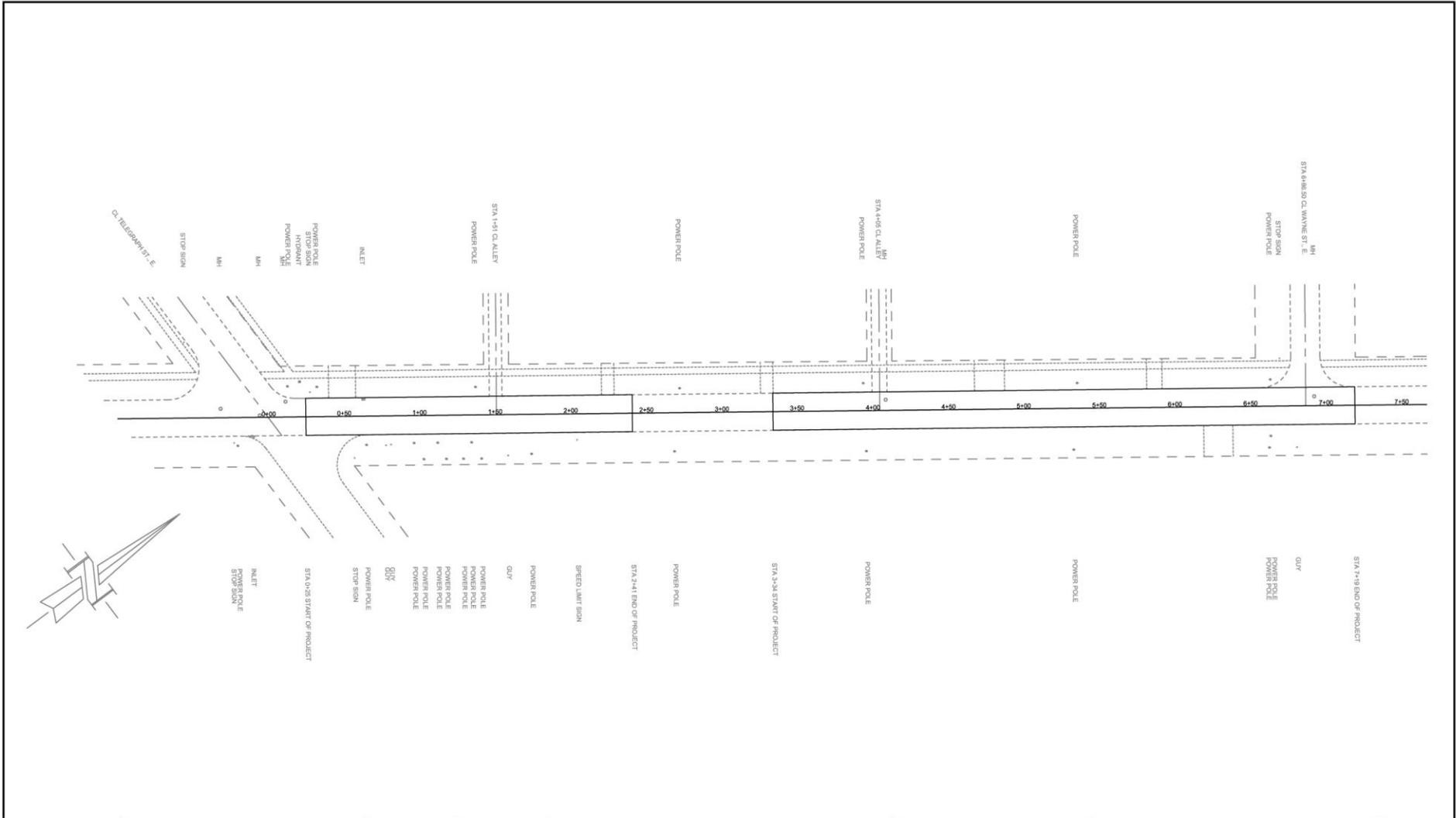
Revision No.	Date
1	10/3/2012

Not to Scale



**2013 LOCAL STREET  
 IMPROVEMENT PROJECT  
 PARK PLACE  
 (100 BLOCK)**

**EXHIBIT  
 SD-5**



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 Reviewed by \_\_\_\_\_  
 QA/QC by \_\_\_\_\_

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Revision No.	Date
1	10/3/2012

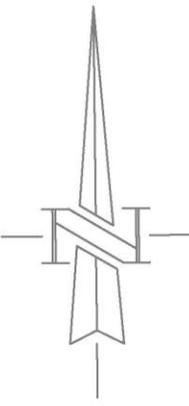
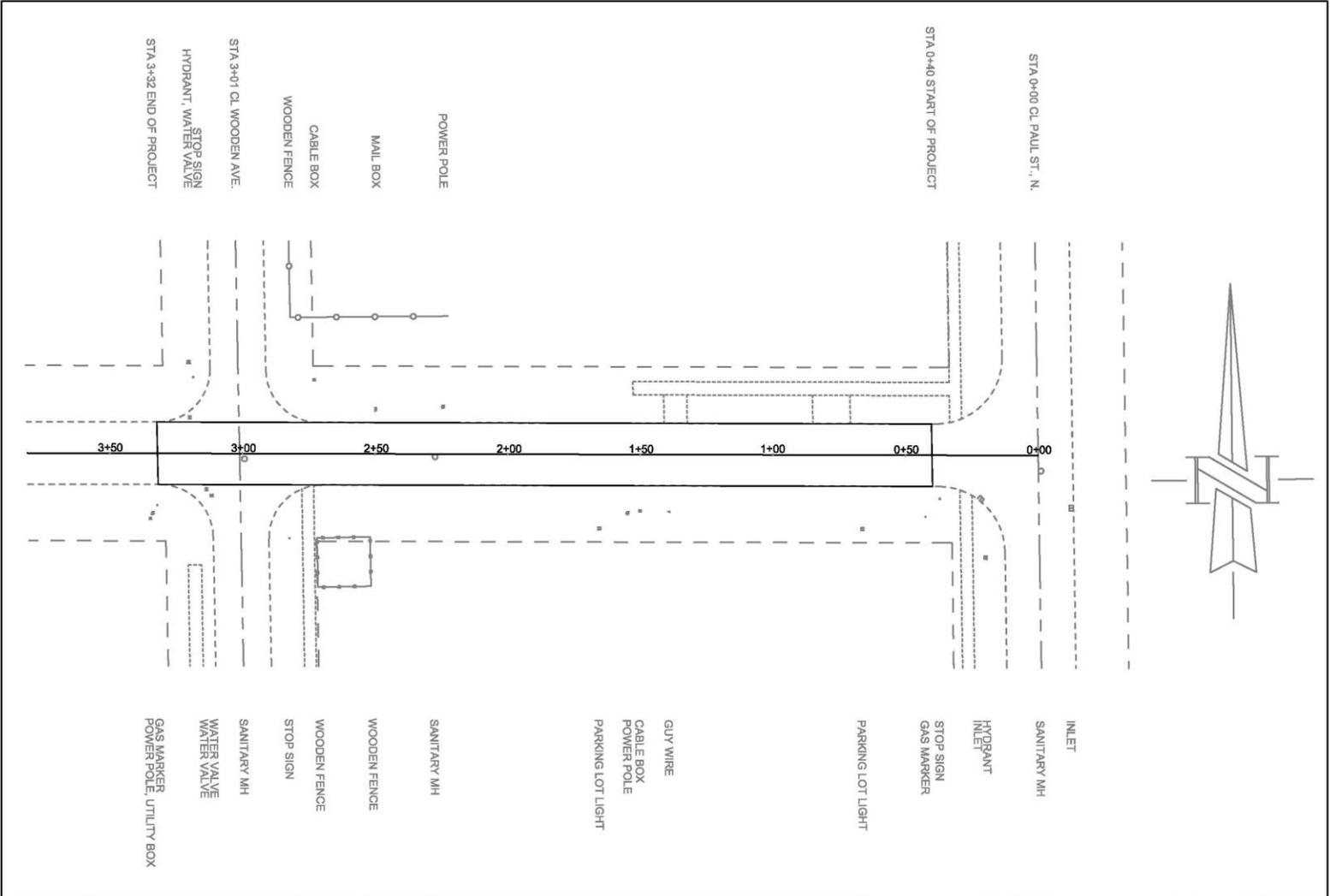
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**2013 LOCAL STREET  
 IMPROVEMENT PROJECT  
 RAILROAD ST., W.  
 (400 BLOCK)**

**EXHIBIT  
 SD-6**





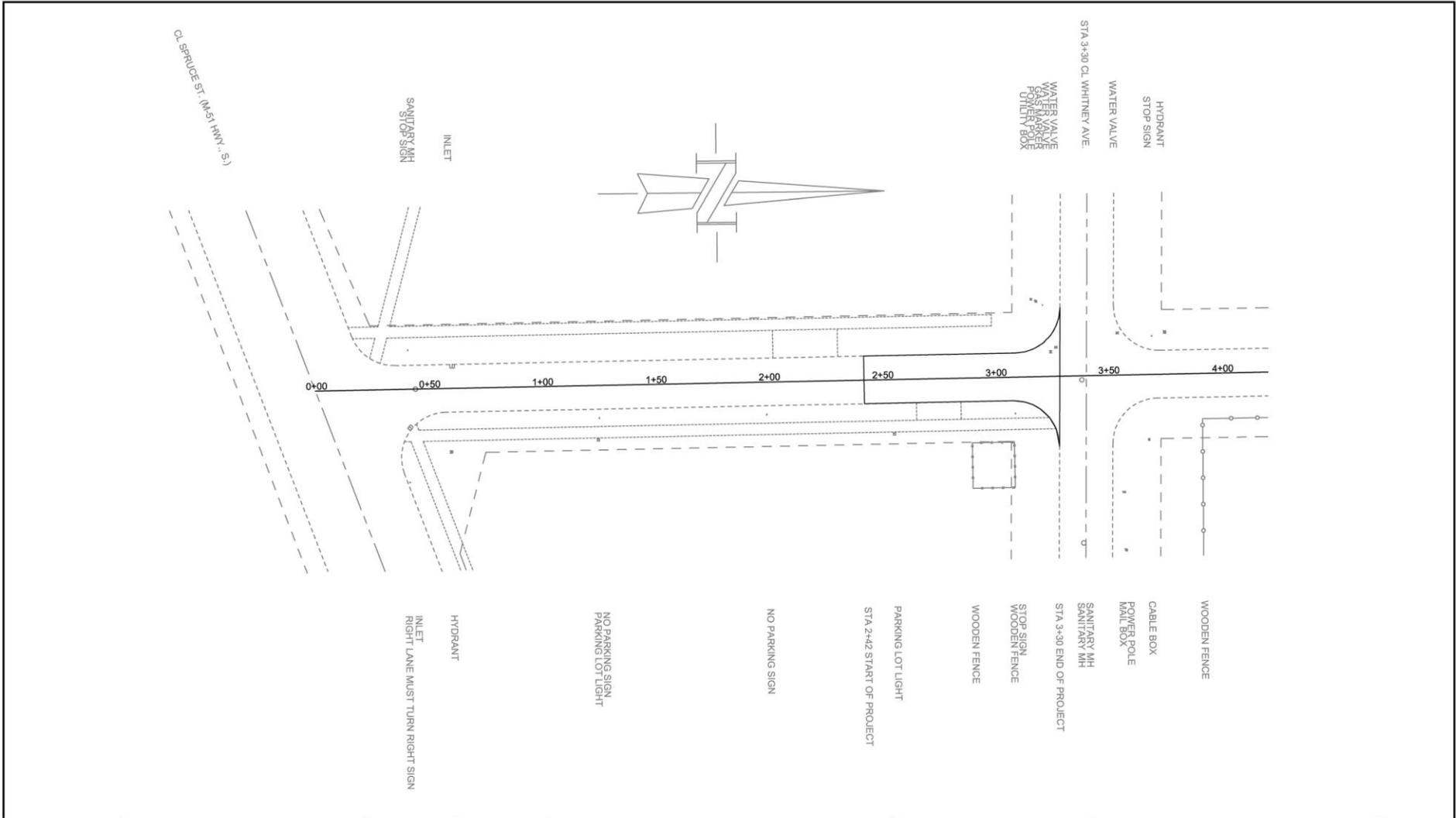
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	Revision No.	Date
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**2013 LOCAL STREET IMPROVEMENT PROJECT  
WHITNEY AVE.  
(100 BLOCK)**

**EXHIBIT SD-8**



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 Reviewed by \_\_\_\_\_  
 QA/QC by \_\_\_\_\_

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Revision No.	Date
1	10/3/2012

Not to Scale



**2013 LOCAL STREET  
 IMPROVEMENT PROJECT  
 WOODEN AVE.  
 (100 BLOCK)**

**EXHIBIT  
 SD-9**

## APPENDIX

ADDENDUM NO. 1

2013 LOCAL STREET PAVING PROJECTS

TO: ALL BIDDERS and others to whom Plans and Specifications have been issued

We are issuing this Addendum #1 to receive price quote for parking lot paving at the Dowagiac Area History Museum, 201 East Division Street, per the below specifications and attached drawing (AD-2). The items included in this Addendum are to become a part of the original Plans and Specifications as if included therein. Only these items are to be altered. The remainder of the original Plans and Specifications are to remain in their entirety.

SPECIFICATIONS

**Dowagiac Area History Museum (201 East Division Street)**

Lay down base course (13A) 1.5" thick and lay down wear course (36A) 1.5" thick.

Mobilization, Max. .... 1 LS  
1.5" Bituminous Mixture 13A ..... 97 TON  
1.5" Bituminous Mixture 36A ..... 97 TON  
Flag Control ..... 1 LS  
Minor Traffic Devices ..... 1 LS  
Pavement Marking and Paint Striping..... 1 LS

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	LS	Mobilization, Max.		
2	97	TON	1.5" Bituminous Mixture 13A		
3	97	TON	1.5" Bituminous Mixture 36A		
4	1	LS	Flag Control		
5	1	LS	Minor Traffic Devices		
6	1	LS	Pavement Marking and Paint Striping		

TOTAL PRICE QUOTE: \$ \_\_\_\_\_

CITY OF DOWAGIAC, MICHIGAN

\_\_\_\_\_  
(Signature and Title)



ADDENDUM NO. \_\_\_\_\_

2013 LOCAL STREET PAVING PROJECTS

TO: ALL BIDDERS and others to whom Plans and Specifications have been issued

The items included in this Addendum are to become a part of the original Plans and Specifications as if included therein. Only these items are to be altered. The remainder of the original Plans and Specifications are to remain in their entirety.

SPECIFICATIONS

Page No.

?? ADD:

?? DELETE:

?? CHANGE:

CITY OF DOWAGIAC, MICHIGAN

---

(Signature and Title)

***CITY OF DOWAGIAC***

---

**MEMO TO:** Mayor Lyons and City Council Members

**FROM:** Kevin P. Anderson, City Manager

**DATE:** April 4, 2013

**SUBJECT:** Drug and Alcohol Testing Policy

---

On May 6, 1996, City Council approved a resolution adopting a comprehensive drug and alcohol testing program compliant with the U.S. Department of Transportation that requires local governments employing individuals required to possess a Commercial Driver's License (CDL) to be compelled to adopt and implement a policy for the random drug and alcohol testing of such employees.

Over the years, the original policy has been modified to address required updates such as the separation of Federal Transit Administration regulations for transit operations from the Federal Motor Carrier Safety Administration (FMCSA) regulations that apply to our Department of Public Services employees.

The attached Drug and Alcohol Testing Policy and memorandum from HR Director Rozanne Scherr is another housekeeping update to the FMCSA side of the regulations and requires Council approval in order to be compliant with Federal regulations. The memo from Rozanne provides an overview of the changes to the policy.

**RECOMMENDATION**

I recommend that City Council approve the attached Drug and Alcohol Testing Policy in compliance with USDOT FMCSA requirements.

Support Documents:

- Cover Memo-City Mgr.
- Resolution
- Dept. Head Backup

Councilmember \_\_\_\_\_ offered and moved the adoption of the following resolution; seconded by Councilmember \_\_\_\_\_.

**WHEREAS**, an essential part of our mission is to ensure service to the public is delivered safely, efficiently, and effectively by the continuance of a drug and alcohol free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public; and

**WHEREAS**, guidelines are maintained to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the motor carrier industry including the Federal Motor Carrier Safety Administration and the U.S. Department of Transportation and in compliance with the Drug-Free Workplace Act of 1988 and the Omnibus Transportation Employee Testing Act of 1991; and

**WHEREAS**, it is the requirement of the Michigan Department of Transportation that the attached updated written policy relating to drug and alcohol testing be approved and adopted by resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Dowagiac, by the affirmative vote of its City Council, in complete compliance with Federal law, does hereby adopt and approve the attached Drug and Alcohol Testing Policy for the purposes detailed therein.

ADOPTED/REJECTED

## MEMO

---

**TO: Kevin Anderson, City Manager**

**FROM: Rozanne Scherr, HR Director/Assistant City Manager**

**DATE: April 4, 2013**

**RE: FMCSA Drug and Alcohol Testing Policy Update**

---

It has been several years since the City of Dowagiac's US Department of Transportation (USDOT) Federal Motor Carrier Safety Administration's (FMCSA) Drug Free and Alcohol Free Workplace Program has been revised to ensure compliance with Federal regulations. As you may recall, the USDOT's Federal Transit Administration's policy for Dial-A-Ride Transit was updated in both 2009 and 2010 in compliance with Federal regulations specific to transit operations.

While the requirements of the drug and alcohol testing policy have not changed significantly, the updated policy incorporates language that addresses future updates to Federal law by stating the following:

“It is the Company's intention to comply fully with DOT regulations. In the event DOT regulations are amended or revised, the Policy and the applicable terms, conditions, and/or requirements shall be deemed to have been amended automatically. Redrafting will not be necessary in order to reflect and be in compliance with DOT regulations. The Company reserves the right to apply the amended or revised requirements immediately, without giving prior notice to drivers and/or applicants or other employees covered by the Company Policy, unless DOT regulations or other applicable law requires such notice.”

Language in the policy is taken directly from the USDOT FMCSA Rules and Regulations. The attached rewritten Drug and Alcohol Testing Policy requires Council approval in order to be compliant with Federal regulations.

Should you have any questions regarding this policy please do not hesitate to contact me.

**U.S. Department of Transportation  
Federal Motor Carrier Safety Administration  
(FMCSA)**

**Drug Free and  
Alcohol Free  
Workplace  
Program**

**Drug and Alcohol Testing Policy**

Effective December 28, 2004  
Revised and Adopted April 22, 2013

Please direct all questions regarding this policy to  
Rozanne Scherr, Designated Employer Representative (DER)  
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## **PURPOSE**

The US Department of Transportation (DOT) and the Federal Motor Carrier Safety Administration (FMCSA), an agency within the DOT, have issued regulations (49 CFR, Parts 40 and 382, hereinafter referred to as “DOT regulations”) which govern the use of drugs and alcohol by employees who hold a Commercial Driver’s License (CDL) and drive a Commercial Motor Vehicle (CMV). The DOT requires an employer to conduct drug and alcohol testing of its drivers at the times and under the conditions described in this policy. The regulations apply to every person who operates a CMV in interstate, foreign, or intrastate commerce, to all employers of such persons and to all states.

It is the Company’s intention to comply fully with DOT regulations. In the event DOT regulations are amended or revised, the Policy and the applicable terms, conditions, and/or requirements shall be deemed to have been amended automatically. Redrafting will not be necessary in order to reflect and be in compliance with DOT regulations. The Company reserves the right to apply the amended or revised requirements immediately, without giving prior notice to drivers and/or applicants or other employees covered by the Company Policy, unless DOT regulations or other applicable law requires such notice.

The goal of the Company’s Policy and the testing of drivers is to ensure a drug free and alcohol free transportation and work environment, to reduce and eliminate drug and alcohol related accidents, injuries, fatalities, and damage to Company property. For the purpose of this Policy, any employee performing under the definitions described below will be referred to as “driver.”

## **APPLICABILITY**

Under the Company’s Policy and DOT Federal Motor Carrier Safety Administration (FMCSA) regulations, drivers who hold a CDL and drive a CMV are subject to the drug and alcohol testing in accordance with federal regulations. CMV means a motor vehicle or a combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

- Has a gross vehicle weight rating of 26,001 or more pounds, inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
- Has a gross vehicle weight rating of 26,001 or more pounds; or
- Is designed to transport 16 or more passengers, including the driver; or
- Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which requires the motor vehicle to have a placard under the Hazardous Materials Regulations.

All applicants for positions as a driver or for a safety-sensitive position, which includes driving, will be notified of the Company’s Drug Free and Alcohol Free Workplace Program at the time they apply for the position.

## **DEFINITION OF “SAFETY SENSITIVE”**

Safety-sensitive function means all time, from the time a driver begins to work, or is required to be in readiness to work, until the time he or she is relieved from work and all responsibility for performing work.

For the purpose of this policy and the Company’s drug and alcohol testing program, employees are considered to be performing a safety-sensitive function and subject to drug and/or alcohol testing at the following times:

- All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- All time inspecting equipment as required by 49 CFR parts 392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;

- All time spent at the driving controls of a commercial motor vehicle in operation;
- All time, other than driving, in or upon any commercial motor vehicle except time spent resting in a sleeper berth;
- All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- All time repairing, obtaining assistance or remaining in attendance upon a disabled vehicle.

## **DEFINITIONS**

**Actual knowledge** for the purpose of [subpart B](#) of this part, means actual knowledge by an employer that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use, except as provided in [§382.121](#). Direct observation as used in this definition means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing under [§ 382.307](#).

**Alcohol** means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

**Alcohol concentration (or content)** means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this part. **Alcohol use** means the drinking or swallowing of any beverage, liquid mixture or preparation (including any medication), containing alcohol.

**Commerce** means:

- (1) Any trade, traffic or transportation within the jurisdiction of the United States between a place in a State and a place outside of such State, including a place outside of the United States; and
- (2) Trade, traffic, and transportation in the United States which affects any trade, traffic, and transportation described in paragraph (1) of this definition.

**Confirmation (or confirmatory) drug test** means a second analytical procedure performed on a urine specimen to identify and quantify the presence of a specific drug or drug metabolite.

**Confirmation (or confirmatory) validity test** means a second test performed on a urine specimen to further support a validity test result.

**Confirmed drug test** means a confirmation test result received by an MRO from a laboratory.

**Consortium/Third party administrator (C/TPA)** means a service agent that provides or coordinates one or more drug and/or alcohol testing services to DOT-regulated employers. C/TPAs typically provide or coordinate the provision of a number of such services and perform administrative tasks concerning the operation of the employers' drug and alcohol testing programs. This term includes, but is not limited to, groups of employers who join together to administer, as a single entity, the DOT drug and alcohol testing programs of its members (e.g., having a combined random testing pool). C/TPAs are not "employers" for purposes of this part.

**Controlled substances** mean those substances identified in [§ 40.85](#) of this title.

**Designated employer representative (DER)** is an individual identified by the employer as able to receive communications and test results from service agents and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes. The individual must be an employee of the company. Service agents cannot serve as DERs.

**Disabling damage** means damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs.

- (1) Inclusions. Damage to motor vehicles that could have been driven, but would have been further damaged if so driven.
- (2) Exclusions.
  - (a) Damage which can be remedied temporarily at the scene of the accident without special tools or parts.
  - (b) Tire disablement without other damage even if no spare tire is available.
  - (c) Headlight or taillight damage.

(d) Damage to turn signals, horn, or windshield wipers which make them inoperative.

**DOT Agency** means an agency (or “operating administration”) of the United States Department of Transportation administering regulations requiring alcohol and/or drug testing (14 CFR parts 61, 63, 65, 121, and 135; 49 CFR parts 199, 219, 382, and 655), in accordance with part 40 of this title.

**Driver** means any person who operates a commercial motor vehicle. This includes, but is not limited to: Full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent owner-operator contractors.

**Employer** means a person or entity employing one or more employees (including an individual who is self-employed) that is subject to DOT agency regulations requiring compliance with this part. The term, as used in this part, means the entity responsible for overall implementation of DOT drug and alcohol program requirements, including individuals employed by the entity who take personnel actions resulting from violations of this part and any applicable DOT agency regulations. Service agents are not employers for the purposes of this part.

**Licensed medical practitioner** means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.

**Performing (a safety-sensitive function)** means a driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

**Positive rate for random drug testing** means the number of verified positive results for random drug tests conducted under this part plus the number of refusals of random drug tests required by this part, divided by the total number of random drug tests results (i.e., positives, negatives, and refusals) under this part.

**Refuse to submit (to an alcohol or controlled substances test)** means that a driver:

(1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer. This includes the failure of an employee (including an owner-operator) to appear for a test when called by a C/TPA (see § 40.61(a) of this title);

(2) Fail to remain at the testing site until the testing process is complete. Provided, that an employee who leaves the testing site before the testing process commences (see § 40.63(c) of this title) a pre-employment test is not deemed to have refused to test;

(3) Fail to provide a urine specimen for any drug test required by this part or DOT agency regulations. Provided, that an employee who does not provide a urine specimen because he or she has left the testing site before the testing process commences (see § 40.63(c) of this title) for a pre-employment test is not deemed to have refused to test;

(4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the driver's provision of a specimen (see §§ 40.67(l) and 40.69(g) of this title);

(5) Fail to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure (see § 40.193(d) (2) of this title);

(6) Fail or declines to take a second test the employer or collector has directed the driver to take;

(7) Fail to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER under § 40.193(d) of this title. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment;

(8) Fail to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process); or

(9) Is reported by the MRO as having a verified adulterated or substituted test result.

Safety-sensitive function means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work.

**Screening test (or initial test)** means:

(1) In drug testing, a test to eliminate “negative” urine specimens from further analysis or to identify a specimen that requires additional testing for the presence of drugs.

(2) In alcohol testing, an analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath or saliva specimen.

**Stand-down** means the practice of temporarily removing an employee from the performance of safety-sensitive functions based only on a report from a laboratory to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test, before the MRO has completed verification of the test results. **Violation rate for random alcohol testing** means the number of 0.04 and above random alcohol confirmation test results conducted under this part plus the number of refusals of random alcohol tests required by this part, divided by the total number of random alcohol screening tests (including refusals) conducted under this part.

## **VOLUNTARY ADMISSION OF DRUG/ALCOHOL USE**

(1) Employees who admit to alcohol misuse or controlled substances use are not subject to the referral, evaluation and treatment requirements of this part and part 40 of this title, provided that:

- (a) The admission is in accordance with a written employer-established voluntary self-identification program or policy that meets the requirements of paragraph (2) of this section;
- (b) The driver does not self-identify in order to avoid testing under the requirements of this part;
- (c) The driver makes the admission of alcohol misuse or controlled substances use prior to performing a safety sensitive function (i.e., prior to reporting for duty); and
- (d) The driver does not perform a safety sensitive function until the employer is satisfied that the employee has been evaluated and has successfully completed education or treatment requirements in accordance with the self-identification program guidelines.

(2) A qualified voluntary self-identification program or policy must contain the following elements:

- (a) It must prohibit the employer from taking adverse action against an employee making a voluntary admission of alcohol misuse or controlled substances use within the parameters of the program or policy and paragraph (1) of this section;
- (b) It must allow the employee sufficient opportunity to seek evaluation, education or treatment to establish control over the employee's drug or alcohol problem;
- (c) It must permit the employee to return to safety sensitive duties only upon successful completion of an educational or treatment program, as determined by a drug and alcohol abuse evaluation expert, i.e., employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor;
- (d) It must ensure that:
  - (i) Prior to the employee participating in a safety sensitive function, the employee shall undergo a return to duty test with a result indicating an alcohol concentration of less than 0.02; and/or
  - (ii) Prior to the employee participating in a safety sensitive function, the employee shall undergo a return to duty controlled substance test with a verified negative test result for controlled substances use; and
- (e) It may incorporate employee monitoring and include non-DOT follow-up testing.

### ***Subparts B -***

## **POLICY PROHIBITIONS**

Employee involvement with drugs and/or alcohol can adversely affect the work environment, job performance, and safety of all employees. Violation of the prohibitions of this policy will be considered to be serious misconduct and may result in termination.

### **Drug Prohibitions:**

- (1) No driver shall report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any drug or substance identified in 21 CFR 1308.11 Schedule I.
- (2) No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any non-Schedule I drug or substance that is identified in the other Schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in §382.107, who is familiar with the driver's medical history and has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle.
- (3) No employer having actual knowledge that a driver has used a controlled substance shall permit the driver to perform or continue to perform a safety-sensitive function.

(4) An employer may require a driver to inform the employer of any therapeutic drug use.

No driver shall report for duty, remain on duty or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances. No employer having actual knowledge that a driver has tested positive or has adulterated or substituted a test specimen for controlled substances shall permit the driver to perform or continue to perform safety-sensitive functions.

No driver shall refuse to submit to a pre-employment controlled substance test required under §382.301, a post-accident alcohol or controlled substance test required under §382.303, a random alcohol or controlled substances test required under §382.305, a reasonable suspicion alcohol or controlled substance test required under §382.307, a return-to-duty alcohol or controlled substances test required under §382.309, or a follow-up alcohol or controlled substance test required under §382.311. No employer shall permit a driver who refuses to submit to such tests to perform or continue to perform safety-sensitive functions.

**Alcohol Prohibitions:**

No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. No employer having knowledge that a driver has an alcohol concentration of 0.04 or greater shall permit the driver to perform or continue to perform safety-sensitive functions.

No driver shall use alcohol while performing safety-sensitive functions. No employer having actual knowledge that a driver is using alcohol while performing safety-sensitive functions shall permit the driver to perform or continue to perform safety-sensitive functions.

No driver shall perform safety-sensitive functions within four hours after using alcohol. No employer having actual knowledge that a driver has used alcohol within four hours shall permit a driver to perform or continue to perform safety-sensitive functions.

No driver required to take a post-accident alcohol test under §382.303 shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

No driver shall refuse to submit to a pre-employment controlled substance test required under §382.301, a post-accident alcohol or controlled substance test required under §382.303, a random alcohol or controlled substances test required under §382.305, a reasonable suspicion alcohol or controlled substance test required under §382.307, a return-to-duty alcohol or controlled substances test required under §382.309, or a follow-up alcohol or controlled substance test required under §382.311. No employer shall permit a driver who refuses to submit to such tests to perform or continue to perform safety-sensitive functions.

***Subparts C -***  
**TESTS REQUIRED**

In general, DOT regulations require the Company conduct, and the driver submits to, drug and/or alcohol tests at the following times and under the following conditions:

**PRE-EMPLOYMENT/PRE-PLACEMENT**

(1) Prior to the first time a driver performs safety-sensitive functions for an employer, the driver shall undergo testing for controlled substances as a condition prior to being used, unless the employer uses the exception in paragraph (2) of this section. No employer shall allow a driver, who the employer intends to hire or use, to perform safety-sensitive functions unless the employer has received a controlled substances test result from the MRO or C/TPA indicating a verified negative test result for that driver.

(2) An employer is not required to administer a controlled substances test required by paragraph 1 of this section if:

- (a) The driver has participated in a controlled substances testing program that meets the requirements of this part within the previous 30 days; and
- (b) While participating in that program, either:
- (i) Was tested for controlled substances within the past 6 months (from the date of application with the employer), or
  - (ii) Participated in the random controlled substances testing program for the previous 12 months (from the date of application with the employer); and
- (c) The employer ensures that no prior employer of the driver of whom the employer has knowledge has records of a violation of this part or the controlled substances use rule of another DOT agency within the previous six months.
- (3) (a) An employer who exercises the exception in paragraph (2) of this section shall contact the controlled substances testing program(s) in which the driver participates or participated and shall obtain and retain from the testing program(s) the following information:
- (i) Name(s) and address(es) of the program(s).
  - (ii) Verification that the driver participates or participated in the program(s).
  - (iii) Verification that the program(s) conforms to part 40 of this title.
  - (iv) Verification that the driver is qualified under the rules of this part, including that the driver has not refused to be tested for controlled substances.
  - (v) The date the driver was last tested for controlled substances.
  - (vi) The results of any tests taken within the previous six months and any other violations of [subpart B](#) of this part.
- (b) An employer who uses, but does not employ a driver more than once a year to operate commercial motor vehicles must obtain the information in paragraph (3)(a) of this section at least once every six months. The records prepared under this paragraph shall be maintained in accordance with [§382.401](#). If the employer cannot verify that the driver is participating in a controlled substances testing program in accordance with this part and part 40 of this title, the employer shall conduct a pre-employment controlled substances test.
- (4) An employer may, but is not required to, conduct pre-employment alcohol testing under this part. If an employer chooses to conduct pre-employment alcohol testing, it must comply with the following requirements:
- (a) It must conduct a pre-employment alcohol test before the first performance of safety-sensitive functions by every covered employee (whether a new employee or someone who has transferred to a position involving the performance of safety-sensitive functions).
  - (b) It must treat all safety-sensitive employees performing safety-sensitive functions the same for the purpose of pre-employment alcohol testing (i.e., it must not test some covered employees and not others).
  - (c) It must conduct the pre-employment tests after making a contingent offer of employment or transfer, subject to the employee passing the pre-employment alcohol test.
  - (d) It must conduct all pre-employment alcohol tests using the alcohol testing procedures of 49 CFR part 40 of this title.
  - (e) It must not allow a covered employee to begin performing safety-sensitive functions unless the result of the employee's test indicates an alcohol concentration of less than 0.04.

## **POST-ACCIDENT**

- (1) As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, each employer shall test for alcohol for each of its surviving drivers:
- (a) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
  - (b) Who receives a citation within 8 hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:
    - (i) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or

(ii) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

(2) As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, each employer shall test for controlled substances for each of its surviving drivers:

(a) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or

(b) Who receives a citation within thirty-two hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:

(i) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or

(ii) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

(3) The following table notes when a post-accident test is required to be conducted by paragraphs (1)(a), (1)(b), (2)(a), and (2)(b) of this section:

Table for § 382.303(1) and (2) <b>Type of accident involved</b>	<b>Citation issued to the CMV driver</b>		<b>Test must be performed by employer</b>	
	YES	NO	YES	YES
i. Human fatality	YES	NO	YES	YES
ii. Bodily injury with immediate medical treatment away from the scene	YES	NO	YES	NO
iii. Disabling damage to any motor vehicle requiring tow away	YES	NO	YES	NO

(4) (a) Alcohol tests. If a test required by this section is not administered within two hours following the accident, the employer shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If a test required by this section is not administered within eight hours following the accident, the employer shall cease attempts to administer an alcohol test and shall prepare and maintain the same record. Records shall be submitted to the FMCSA upon request.

(b) Controlled substance tests. If a test required by this section is not administered within 32 hours following the accident, the employer shall cease attempts to administer a controlled substances test, and prepare and maintain on file a record stating the reasons the test was not promptly administered. Records shall be submitted to the FMCSA upon request.

(5) A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the employer to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

(6) An employer shall provide drivers with necessary post-accident information, procedures and instructions, prior to the driver operating a commercial motor vehicle, so that drivers will be able to comply with the requirements of this section.

(7) (a) The results of a breath or blood test for the use of alcohol, conducted by Federal, State, or local officials having independent authority for the test, shall be considered to meet the requirements of this section, provided such tests conform to the applicable Federal, State or local alcohol testing requirements, and that the results of the tests are obtained by the employer.

(b) The results of a urine test for the use of controlled substances, conducted by Federal, State, or local officials having independent authority for the test, shall be considered to meet the requirements of this section, provided such tests conform to the applicable Federal, State or local controlled substances testing requirements, and that the results of the tests are obtained by the employer.

(8) Exception. This section does not apply to:

(a) An occurrence involving only boarding or alighting from a stationary motor vehicle; or

(b) An occurrence involving only the loading or unloading of cargo; or

(c) An occurrence in the course of the operation of a passenger car or a multipurpose passenger vehicle (as defined in § 571.3 of this title) by an employer unless the motor vehicle is transporting passengers for hire or

hazardous materials of a type and quantity that require the motor vehicle to be marked or placarded in accordance with §177.823 of this title.

## **RANDOM**

(1) Every employer shall comply with the requirements of this section. Every driver shall submit to random alcohol and controlled substance testing as required in this section.

(2) (a) Except as provided in paragraphs (3) through (5) of this section, the minimum annual percentage rate for random alcohol testing shall be 10 percent of the average number of driver positions.

(b) Except as provided in paragraphs (6) through (8) of this section, the minimum annual percentage rate for random controlled substances testing shall be 50 percent of the average number of driver positions.

(3) The FMCSA Administrator's decision to increase or decrease the minimum annual percentage rate for alcohol testing is based on the reported violation rate for the entire industry. All information used for this determination is drawn from the alcohol management information system reports required by §382.403. In order to ensure reliability of the data, the FMCSA Administrator considers the quality and completeness of the reported data, may obtain additional information or reports from employers, and may make appropriate modifications in calculating the industry violation rate. In the event of a change in the annual percentage rate, the FMCSA Administrator will publish in the Federal Register the new minimum annual percentage rate for random alcohol testing of drivers. The new minimum annual percentage rate for random alcohol testing will be applicable starting January 1 of the calendar year following publication in the Federal Register.

(4) (a) When the minimum annual percentage rate for random alcohol testing is 25 percent or more, the FMCSA Administrator may lower this rate to 10 percent of all driver positions if the FMCSA Administrator determines that the data received under the reporting requirements of §382.403 for two consecutive calendar years indicate that the violation rate is less than 0.5 percent.

(b) When the minimum annual percentage rate for random alcohol testing is 50 percent, the FMCSA Administrator may lower this rate to 25 percent of all driver positions if the FMCSA Administrator determines that the data received under the reporting requirements of §382.403 for two consecutive calendar years indicate that the violation rate is less than 1.0 percent but equal to or greater than 0.5 percent.

(5) (a) When the minimum annual percentage rate for random alcohol testing is 10 percent, and the data received under the reporting requirements of §382.403 for that calendar year indicate that the violation rate is equal to or greater than 0.5 percent, but less than 1.0 percent, the FMCSA Administrator will increase the minimum annual percentage rate for random alcohol testing to 25 percent for all driver positions.

(b) When the minimum annual percentage rate for random alcohol testing is 25 percent or less, and the data received under the reporting requirements of §382.403 for that calendar year indicate that the violation rate is equal to or greater than 1.0 percent, the FMCSA Administrator will increase the minimum annual percentage rate for random alcohol testing to 50 percent for all driver positions.

(6) The FMCSA Administrator's decision to increase or decrease the minimum annual percentage rate for controlled substances testing is based on the reported positive rate for the entire industry. All information used for this determination is drawn from the controlled substances management information system reports required by §382.403. In order to ensure reliability of the data, the FMCSA Administrator considers the quality and completeness of the reported data, may obtain additional information or reports from employers, and may make appropriate modifications in calculating the industry positive rate. In the event of a change in the annual percentage rate, the FMCSA Administrator will publish in the Federal Register the new minimum annual percentage rate for controlled substances testing of drivers. The new minimum annual percentage rate for random controlled substances testing will be applicable starting January 1 of the calendar year following publication in the Federal Register.

(7) When the minimum annual percentage rate for random controlled substances testing is 50 percent, the FMCSA Administrator may lower this rate to 25 percent of all driver positions if the FMCSA Administrator determines that the data received under the reporting requirements of §382.403 for two consecutive calendar years indicate that the positive rate is less than 1.0 percent.

(8) When the minimum annual percentage rate for random controlled substances testing is 25 percent, and the data received under the reporting requirements of §382.403 for any calendar year indicate that the reported positive rate is equal to or greater than 1.0 percent, the FMCSA Administrator will increase the minimum annual percentage rate for random controlled substances testing to 50 percent of all driver positions.

(9) (a) The selection of drivers for random alcohol and controlled substances testing shall be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with drivers' Social Security numbers, payroll identification numbers, or other comparable identifying numbers.

(b) Each driver selected for random alcohol and controlled substances testing under the selection process used shall have an equal chance of being tested each time selections are made.

(c) Each driver selected for testing shall be tested during the selection period.

(10) (a) To calculate the total number of covered drivers eligible for random testing throughout the year, as an employer, you must add the total number of covered drivers eligible for testing during each random testing period for the year and divide that total by the number of random testing periods. Covered employees, and only covered employees, are to be in an employer's random testing pool, and all covered drivers must be in the random pool. If you are an employer conducting random testing more often than once per month (e.g., daily, weekly, bi-weekly) you do not need to compute this total number of covered drivers rate more than on a once per month basis.

(b) As an employer, you may use a service agent (e.g., a C/TPA) to perform random selections for you, and your covered drivers may be part of a larger random testing pool of covered employees. However, you must ensure that the service agent you use is testing at the appropriate percentage established for your industry and that only covered employees are in the random testing pool.

(11) (a) Each employer shall ensure that random alcohol and controlled substances tests conducted under this part are unannounced.

(b) Each employer shall ensure that the dates for administering random alcohol and controlled substances tests conducted under this part are spread reasonably throughout the calendar year.

(12) Each employer shall require that each driver who is notified of selection for random alcohol and/or controlled substances testing proceeds to the test site immediately; provided, however, that if the driver is performing a safety-sensitive function, other than driving a commercial motor vehicle, at the time of notification, the employer shall instead ensure that the driver ceases to perform the safety-sensitive function and proceeds to the testing site as soon as possible.

(13) A driver shall only be tested for alcohol while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing such functions.

(14) If a given driver is subject to random alcohol or controlled substances testing under the random alcohol or controlled substances testing rules of more than one DOT agency for the same employer, the driver shall be subject to random alcohol and/or controlled substances testing at the annual percentage rate established for the calendar year by the DOT agency regulating more than 50 percent of the driver's function.

(15) If an employer is required to conduct random alcohol or controlled substances testing under the alcohol or controlled substances testing rules of more than one DOT agency, the employer may—

(a) Establish separate pools for random selection, with each pool containing the DOT-covered employees who are subject to testing at the same required minimum annual percentage rate; or

(b) Randomly select such employees for testing at the highest minimum annual percentage rate established for the calendar year by any DOT agency to which the employer is subject.

## **REASONABLE SUSPICION**

(1) An employer shall require a driver to submit to an alcohol test when the employer has reasonable suspicion to believe that the driver has violated the prohibitions of [subpart B](#) of this part concerning alcohol. The employer's determination that reasonable suspicion exists to require the driver to undergo an alcohol test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver.

(2) An employer shall require a driver to submit to a controlled substances test when the employer has reasonable suspicion to believe that the driver has violated the prohibitions of [subpart B](#) of this part concerning controlled substances. The employer's determination that reasonable suspicion exists to require the driver to undergo a controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include indications of the chronic and withdrawal effects of controlled substances.

(3) The required observations for alcohol and/or controlled substances reasonable suspicion testing shall be made by a supervisor or company official who is trained in accordance with [§382.603](#). The person who makes the

determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the driver.

(4) Alcohol testing is authorized by this section only if the observations required by paragraph (1) of this section are made during, just preceding, or just after the period of the work day that the driver is required to be in compliance with this part. A driver may be directed by the employer to only undergo reasonable suspicion testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing such functions.

(5) (a) If an alcohol test required by this section is not administered within two hours following the determination under paragraph (1) of this section, the employer shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If an alcohol test required by this section is not administered within eight hours following the determination under paragraph (1) of this section, the employer shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test.

(b) Notwithstanding the absence of a reasonable suspicion alcohol test under this section, no driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol misuse, nor shall an employer permit the driver to perform or continue to perform safety-sensitive functions, until:

(i) An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or

(ii) Twenty four hours have elapsed following the determination under paragraph (a) of this section that there is reasonable suspicion to believe that the driver has violated the prohibitions in this part concerning the use of alcohol.

(c) Except as provided in paragraph (5)(b) of this section, no employer shall take any action under this part against a driver based solely on the driver's behavior and appearance, with respect to alcohol use, in the absence of an alcohol test. This does not prohibit an employer with independent authority of this part from taking any action otherwise consistent with law.

(6) A written record shall be made of the observations leading to an alcohol or controlled substances reasonable suspicion test, and signed by the supervisor or company official who made the observations, within 24 hours of the observed behavior or before the results of the alcohol or controlled substances tests are released, whichever is earlier.

## **RETURN TO DUTY**

A driver who has been removed from a safety-sensitive function due to a DOT drug or alcohol regulation violation must provide a negative drug and/or alcohol test before being allowed to return to a safety-sensitive function. This test must be completed after an initial and follow-up evaluation by a Substance Abuse Professional (SAP), after the SAP's determination that the driver has successfully complied with prescribed education and/or treatment, and before resuming performance of a safety-sensitive function. The result of the alcohol test must be less than 0.02.

The return to duty drug test is not limited to a specific substance (the particular drug for which the driver tested positive). Additionally, if the SAP determines that a multiple-substance abuse problem exists, a drug test may be performed in conjunction with an alcohol test.

The requirements for return-to-duty testing must be performed in accordance with 49 CFR part 40, Subpart O – Substance Abuse Professionals and the Return to Duty Process.

## **FOLLOW UP TESTING**

A driver who has violated a DOT drug and/or alcohol regulation must be evaluated by a SAP and follow the prescribed rehabilitation/treatment program. Following the determination that an employee needs to resolve problems associated with drug abuse and/or alcohol misuse, each employer will ensure that the employee is subject to unannounced follow-up drug and/or alcohol testing as determined by the SAP. At a minimum, such testing must consist of at least six unannounced follow-up tests in the first 12 months following the driver's return to safety-sensitive functions. The choice of the SAP and the assignment costs shall be made in accordance with

employee/driver agreements and employer policies. Follow-up alcohol testing must only be conducted just before, during, or just after a driver performs a safety-sensitive function.

The requirements for follow-up testing must be performed in accordance with 49 CFR part 40, Subpart O – Substance Abuse Professionals and the Return to Duty Process.

***Subpart D -***  
**RETENTION OF RECORDS**

Handling of test results, records retention and confidentiality will be maintained in compliance with §382.401 - §382.413.

***Subparts E -***  
**CONSEQUENCES FOR POLICY VIOLATIONS**

**Removal from Safety-Sensitive Function:**

- (1) Except as provided in [subpart F](#) of this part, no driver shall perform safety-sensitive functions, including driving a commercial motor vehicle, if the driver has engaged in conduct prohibited by [subpart B](#) of this part or an alcohol or controlled substances rule of another DOT agency.
- (2) No employer shall permit any driver to perform safety-sensitive functions; including driving a commercial motor vehicle, if the employer has determined that the driver has violated this section.
- (3) For purposes of this subpart, commercial motor vehicle means a commercial motor vehicle in commerce as defined in [§382.107](#), and a commercial motor vehicle in interstate commerce as defined in part 390 of this subchapter.

**Required Evaluation and testing:**

No driver who has engaged in conduct prohibited by [subpart B](#) of this part shall perform safety-sensitive functions, including driving a commercial motor vehicle, unless the driver has met the requirements of part 40, subpart O, of this title. No employer shall permit a driver who has engaged in conduct prohibited by [subpart B](#) of this part to perform safety-sensitive functions, including driving a commercial motor vehicle, unless the driver has met the requirements of part 40, subpart O, of this title.

**Other Alcohol Related Conduct:**

- (1) No driver tested under the provisions of [subpart C](#) of this part who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety-sensitive functions for an employer, including driving a commercial motor vehicle, nor shall an employer permit the driver to perform or continue to perform safety-sensitive functions, until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test.
- (2) Except as provided in paragraph (1) of this section, no employer shall take any action under this part against a driver based solely on test results showing an alcohol concentration less than 0.04. This does not prohibit an employer with authority independent of this part from taking any action otherwise consistent with law.

**Employee Discipline:**

Employees who engage in prohibited conduct are in violation of this Policy and are subject to discipline, up to and including termination. Any employee who refuses to submit to testing or attempts to adulterate or substitute a specimen will be terminated.

***DOT regulations discuss alcohol testing procedures in greater detail in 49 CFR Part 40 -***

## **SUMMARY OF ALCOHOL TESTING PROCEDURES**

- (1) Alcohol testing is done at locations determined by the employer in a private setting. The testing technician, who has been trained, will ask test subjects to verify their identity. Drivers must cooperate with that request. Drivers may ask the technician for identification also. The driver's identity will be recorded on a DOT alcohol testing form.
- (2) A breath or saliva testing device approved by the federal government will be used for all alcohol tests. A screening test may be done first.
- (3) The technician will show the result displayed on the screening device to the driver. If the reading is less than 0.02, the driver has passed the alcohol test and the DOT alcohol testing form will be completed.
- (4) If the screen test result is more than 0.02, a confirmation breath test, using a federally approved evidential breath-testing device, will be performed after at least a 15 minute waiting period from the completion of the screening test. During that time, for their own protection, drivers should not eat or drink anything.
- (5) For the confirmation test, the driver will have to exhale into the evidential breath-testing device until the technician tells the driver to stop. The driver will be shown the printed and displayed results.
- (6) A confirmation test result under 0.02 means the driver has passed. A confirmation alcohol concentration level of 0.02 or higher will result in the driver's removal from safety-sensitive functions. The DOT prohibits any driver whose confirmation test registers 0.02 or greater but less than 0.04 from performing or from continuing to perform a safety-sensitive function until the driver's next regularly-scheduled duty period, but for no less than twenty-four (24) hours. If the confirmation level is 0.04 or more, or if the driver refuses to cooperate, the driver is in violation of DOT alcohol regulations and subject to the Consequences for Policy Violation.
- (7) If a driver tries but fails to provide a breath specimen adequate for testing, the driver will be asked to try again. If the driver still does not provide an adequate specimen, the driver's failure will be noted on the DOT alcohol testing form and the DER will be informed. The driver will be removed from performing safety-sensitive functions for a 24 hour time period and required to see a doctor, acceptable to the Company, within five days for an evaluation. If the doctor provides a written statement to the employer concluding that it is highly probable a medical condition prevented the driver from providing an adequate breath specimen, the driver will not be disciplined for refusing to cooperate.

## **SUMMARY OF DRUG TESTING PROCEDURES**

- (1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- (2) The drugs that will be tested for include marijuana, cocaine, opiates, amphetamines, phencyclidine, MDMA (ecstasy) and 6AM (heroin). After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Chain of Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.
- (3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review

the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to the *CITY OF DOWAGIAC Designated Employee Representative*. If a legitimate explanation is found, the MRO will report the test result as negative to the DER and no further action will be taken.

(4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation.

(5) Any covered employee who questions the results of a required drug test may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory with no affiliation with the laboratory that analyzed the primary specimen. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. *CITY OF DOWAGIAC* will ensure that the cost for the split specimen are covered in order for a timely analysis of the sample, however *CITY OF DOWAGIAC* will seek reimbursement for the split sample test from the employee.

(6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled. If the split specimen is not able to be analyzed the MRO will direct *CITY OF DOWAGIAC* to retest the employee under direct observation.

(7) The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary is positive, the split will be retained for testing if so requested by the employee through the Medical Review Officer. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year.

(8) Observed collections.

(a) Consistent with 49 CFR Part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if

(i) The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to *CITY OF DOWAGIAC* that there was not an adequate medical explanation for the result; or

(ii) The MRO reports to *CITY OF DOWAGIAC* that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed.

(iii) The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen or

(iv) The temperature on the original specimen was out of range.

(9) In addition, *CITY OF DOWAGIAC* may direct a collection under direct observation of an employee if the drug test is a return-to-duty test or a follow-up test.

An applicant or employee with a creatinine level of equal or greater than 2 mg/dL, but less than or equal to 5 mg/dL will, upon direction of the MRO, be required to resubmit for another test under direct observation.

An applicant or employee with a dilute negative test result, having a creatinine level greater than 5 mg/Dl, but less than 20 mg/dL will be directed to take another test immediately, under direct observation in accordance with the directions of the MRO, as authorized under 49 CFR Part 40. No third collection is authorized if the second collection is dilute; it becomes the test of record.

### ***Subparts F -***

### **EDUCATION AND TRAINING**

(1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes

manifestations and behavioral cues that may indicate prohibited drug use.

(2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

(3) Information on the signs, symptoms, health effects, and consequences of alcohol misuse is presented in Attachment A of this policy.

### **ACKNOWLEDGEMENT**

Drivers must sign an acknowledgement form (a copy of which is attached hereto and made a part hereof) after receiving a copy of this policy.

### **RESERVATION OF RIGHTS**

This policy supersedes and revokes any other Company practice or policy relating to the use of drugs and alcohol in the workplace and drug and/or alcohol testing. The company reserves the right to interpret and administer this Policy, and at any time and at its sole discretion, amend or change this Policy, in whole or in part, with or without notice. This policy automatically incorporates any changes to DOT or FMCSA regulations (49 CFR, Parts 40 and 382) or related regulations or statutes that govern the use of drugs and alcohol by employees who hold a CDL and drive a CMV. This policy is not an express or implied contract of employment nor is it to be interpreted as such. Additionally, this policy does not in any way affect or change the status of any at-will employee. Nothing in this Policy is a promise or guarantee or should be construed as a promise or guarantee that the company will follow in any particular circumstances any particular course of action, disciplinary, rehabilitative or otherwise.

### **SYSTEM CONTACTS**

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

*CITY OF DOWAGIAC Designated Employer Representative*

Name: Rozanne H. Scherr  
Title: Human Resources Director/Assistant City Manager  
Address: 241 S. Front St., PO Box 430, Dowagiac, Michigan 49047  
Telephone Number: 269-782-2195

Medical Review Officer

Name: Stuart Hoffman, MD  
Title: LexisNexis MRO Services  
Address: 480 Quadrangle, Suite D, Bolingbrook IL 60440  
Telephone Number: 888-794-6574

Substance Abuse Professional

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

HHS Certified Laboratory Primary Specimen

Name: LabCorp  
Address: 69 First Ave., Raritan, NJ 08869  
1904 Alexander Dr., Research Triangle Park, NC 27709  
1120 Main St., Southaven, MS 38671  
7207 North Gessner, Houston, TX 77040  
Telephone Number: 800-833-3984 (LexisNexis to provide # to lab)

HHS Certified Laboratory Split Specimen

Name: LabCorp  
Address: 69 First Ave., Raritan, NJ 08869  
1904 Alexander Dr., Research Triangle Park, NC 27709  
1120 Main St., Southaven, MS 38671  
7207 North Gessner, Houston, TX 77040  
Telephone Number: 800-833-3984 (Lexis Nexis to provide # to lab)

## **Attachment A Alcohol Fact Sheet**

**Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical and mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.**

### Signs and Symptoms of Use

- . Dulled mental processes
- . Lack of coordination
- . Odor of alcohol on breath
- . Possible constricted pupils
- . Sleepy or stuporous condition
- . Slowed reaction rate
- . Slurred speech

(Note: Except for the odor, these are general signs and symptoms of any depressant substance.)

### ~ Health Effects

The chronic consumption of alcohol (average of three servings per day of beer [12 ounces], whiskey [1 ounce], or wine [6 ounce glass]) over time may result in the following health hazards:

- . Decreased sexual functioning
- . Dependency (up to 10 percent of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed “alcoholic”)
- . Fatal liver diseases
- . Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma
- . Kidney disease
- . Pancreatitis
- . Spontaneous abortion and neonatal mortality
- . Ulcers
- . Birth defects (up to 54 percent of all birth defects are alcohol related).

### ~ Social Issues

- . Two-thirds of all homicides are committed by people who drink prior to the crime.
- . Two to three percent of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends.
- . Two-thirds of all Americans will be involved in an alcohol-related vehicle accident during their lifetimes.
- . The rate of separation and divorce in families with alcohol dependency problems is 7 times the average.
- . Forty percent of family court cases are alcohol problem related.

- . Alcoholics are 15 times more likely to commit suicide than are other segments of the population.
- . More than 60 percent of burns, 40 percent of falls, 69 percent of boating accidents, and 76 percent of private aircraft accidents are alcohol related.

#### ~The Annual Toll

- . 24,000 people will die on the highway due to the legally impaired driver.
- . 12,000 more will die on the highway due to the alcohol-affected driver.
- . 15,800 will die in non-highway accidents.
- . 30,000 will die due to alcohol-caused liver disease.
- . 10,000 will die due to alcohol-induced brain disease or suicide.
- . Up to another 125,000 will die due to alcohol-related conditions or accidents.

#### ~ Workplace Issues

- . It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage from the body.
- . Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body.
- . A person who is legally intoxicated is 6 times more likely to have an accident than a sober person.

## ATTACHMENT B

### Minimum Thresholds

	INITIAL TEST CUTOFF LEVELS (ng/mL)
Marijuana metabolites(1)	50
Cocaine metabolites(2)	150
6-Acetylmorphine	10
Opiate metabolites(4)	2000
Phencyclidine	25
Amphetamines	500
AMP/MAMP MDMA	500

	CONFIRMATORY TEST CUT/OFF LEVELS (ng/ml)
Marijuana metabolites(1)	15
Cocaine metabolites(2)	100
6-Acetylmorphine	10
Opiates: (4)	
Morphine	2000
Codeine	2000
Phencyclidine	25
Amphetamines:	
Amphetamines	250
Methamphetamine(3)	250
AMP/MAMP MDMA	250

(1) Delta 9-tetrahydrocannabinol-9 carboxylic acid; (2) Benzoylcegonine; (3) Specimen must also include amphetamine at a concentration greater than or equal to 200 ng/mL; (4) Laboratories must report quantitative values for morphine or codeine at 15,000ng/mL or above.

**ACKNOWLEDGEMENT OF RECEIPT OF POLICY**

I hereby acknowledge that I have received, read, and understand the City of Dowagiac’s Drug Free and Alcohol Free Workplace Program and the Drug and Alcohol Testing Policy required by Department of Transportation (DOT) regulations. I understand that I am subject to and must adhere to the DOT regulations, and must abide by the terms of the City of Dowagiac’s Policy as a condition of employment.

I understand that during my employment I may be required to submit to drug and/or alcohol tests based on Department of Transportation regulations as directed by the City of Dowagiac. I agree to comply with the City’s Policy on drugs and/or alcohol and understand failure to comply is grounds for disciplinary action, up to and including termination, in addition to any action required by DOT regulations.

I also understand that refusal to submit to a controlled substances or alcohol test is a violation of DOT regulations, as well as the City’s Policy, and may result in disciplinary action, including but not limited to suspension (with or without pay) or termination of employment, in addition to action required by DOT regulations. I further understand the consequences related to controlled substances use or alcohol misuse as prohibited by the City of Dowagiac Policy.

I acknowledge that the provisions of the City of Dowagiac’s Drug Free and Alcohol Free Workplace Program and Drug and Alcohol Testing Policy are part of the terms and conditions of my employment, and I agree to abide by them.

***THE UNDERSIGNED STATES THAT HE OR SHE HAS READ THE FOREGOING ACKNOWLEDGEMENT AND UNDERSTANDS THE CONTENTS THEREOF.***

Employee Name: \_\_\_\_\_

Employee SSN: (last 4 digits) XXX-XX-\_\_\_\_\_

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

Company Name: City of Dowagiac

***NOTE: This certificate should be retained in a secured file.***

***CITY OF DOWAGIAC***

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***MEMO TO:*** Mayor Lyons and City Council Members

***FROM:*** Kevin P. Anderson, City Manager

***DATE:*** April 5, 2013

***SUBJECT:*** Haas Purchase and Sale Agreement

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A resolution is on Monday's agenda that approves the sale of approximately 4.84 acres of property in the Dowagiac Industrial Park to A & E Properties for \$6,050.00. The price is consistent with past lot sales in the Industrial Park. The property is located on Woodhouse Drive.

A & E Properties will build a facility so that Haas Systems can move their operations to the Dowagiac Industrial Park. Haas Systems provides security systems, phone and communication systems, fire safety services and alarm monitoring services for residential and commercial clients. The City of Dowagiac has used and continues to use Haas Systems for a number of services.

**RECOMMENDATION**

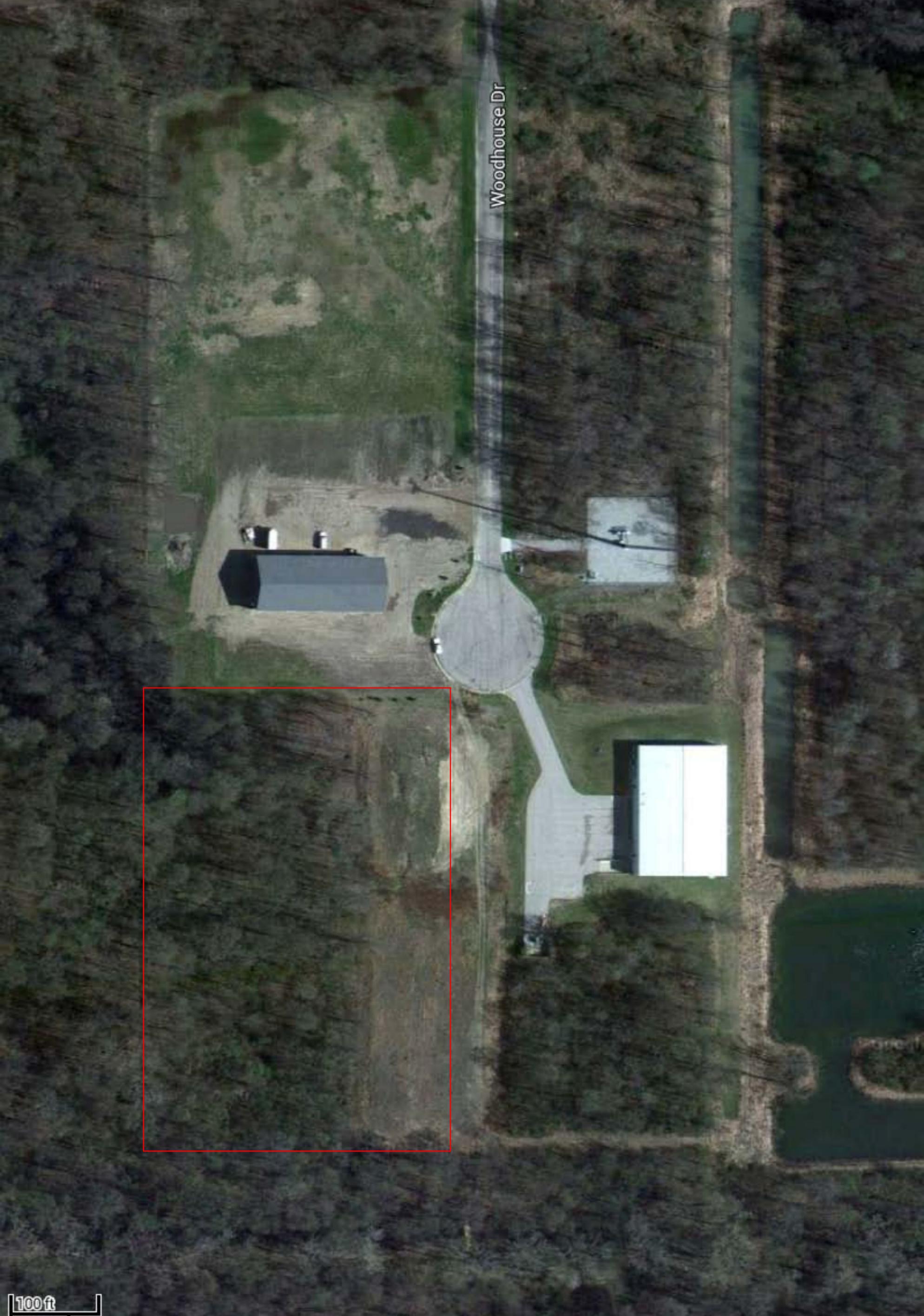
Approve the sale of property to A&E Properties in the amount of \$6,050.00.

Support Documents:

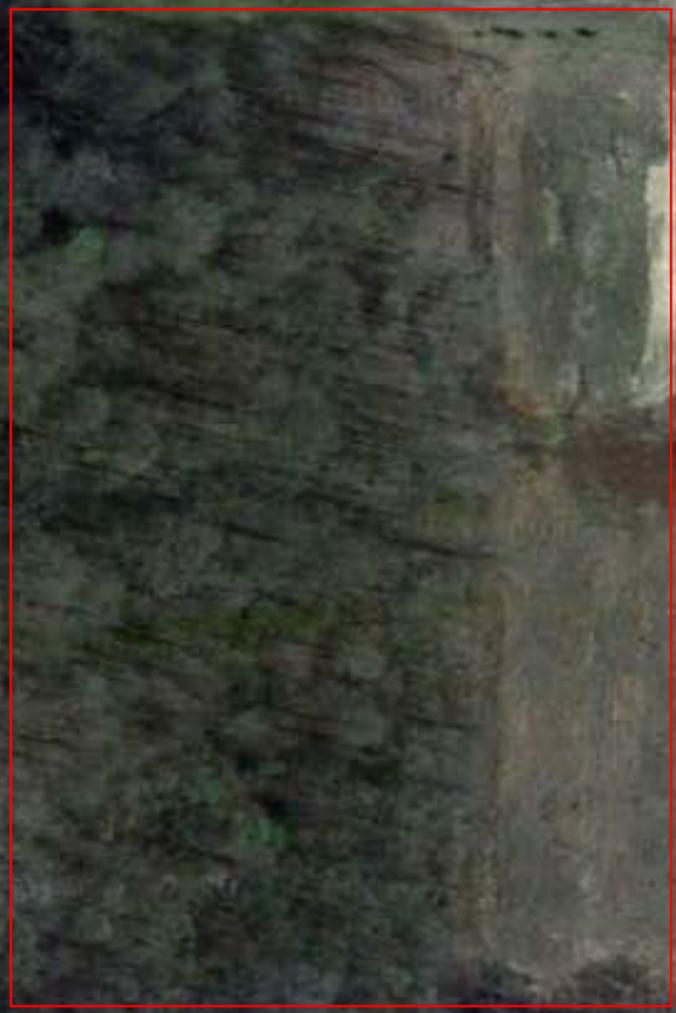
- Cover Memo-City Mgr.
- Resolution
- Purchase Agreement



Search Maps



Woodhouse Dr



100 ft  
20 m

©2013 Google - Imagery ©2013 DigitalGlobe, Map data ©2013 Google



11:47 AM



Resolution #2  
April 8, 2013

Councilmember \_\_\_\_\_ offered and moved the adoption of the following resolution;  
seconded by Councilmember \_\_\_\_\_.

**WHEREAS**, the City of Dowagiac owns property in the Dowagiac Industrial Park; and

**WHEREAS**, A & E Properties, LLC has made an offer to purchase 4.84 acres in the Dowagiac Industrial Park at a price of \$6,050.00 so that Haas Systems can build a new facility.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Dowagiac, by affirmative vote of its City Council, authorizes the Mayor and City Clerk to execute and sign a sales agreement on behalf of the City. The agreement provides for the sale of 4.84 acres at price of \$6,050 to A & E Properties.

ADOPTED/REJECTED

April 2, 2013

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

AGREEMENT made this 2<sup>nd</sup> day of April, 2013, by and between the City of Dowagiac, a Michigan Municipal Corporation of 241 S. Front Street, Dowagiac, MI 49047, hereinafter referred to as "SELLER" and A & E Properties a Michigan LLC, hereinafter referred to as "BUYER".

WHEREAS, SELLER wishes to sell, transfer, and convey, and PURCHASER wishes to buy, a certain parcel of real estate located in the City of Dowagiac, County of Cass, State of Michigan; and

WHEREAS, an agreement has been reached between the parties for the purchase and sale of that demised land, and the parties hereto wish to set forth their agreement by way of this Agreement for Sale and Purchase of Real Estate, and to be bound by the terms and conditions of this Agreement; and

WHEREAS, the PURCHASER intends to build a new building on the property to house his business.

NOW, THEREFORE, for and in exchange of the mutual covenants hereinafter expressed, SELLER and PURCHASER hereby agree as follows:

1. Purchase and Sale: SELLER agrees to sell and convey, and the PURCHASER agrees to purchase, on the terms and conditions hereinafter stated, the real property situated in the City of Dowagiac, County of Cass and State of Michigan, more particularly described as follows, to wit:  
  
Approximately 4.84 acres – see attached Page 1
2. Acknowledgement of Adjoining Easement: SELLER has disclosed to PURCHASER an adjoining easement necessary for access to property to the north. The easement is 66' feet in width running the entire north to south property line of the west side of the property as described in Item #1.
3. Purchase Price: The purchase price shall be in the sum of Six Thousand fifty dollars (\$6,050.00).
4. Payment of Purchase Price: The purchase price shall be paid at the time of closing.
5. Preliminary Commitment for Title Insurance: The SELLER shall provide a preliminary commitment for title insurance in the amount of the purchase price, certified approximate to the date of closing, which demonstrates merchantable title to the real property which is the subject of this agreement. In the event that the preliminary commitment for title insurance reveals clouds or defects on title, then SELLER shall be permitted reasonable time to cure. If after a reasonable time SELLER is unable to cure title to the satisfaction of PURCHASER, then the PURCHASER may elect to rescind this agreement without further cost or obligation.
6. Title Conveyed: Title to the property described in this agreement shall be conveyed at the time of closing by good and sufficient warranty deed subject only to zoning, encroachments which would be determined by survey, and easements and restrictions of record. The PURCHASER shall pay, state and county transfer taxes imposed by statute.

April 2, 2013

7. Condition of Property: The PURCHASER acknowledges that he has had a full and adequate opportunity to inspect the property and obtain such preliminary inspections or testing as he may desire. PURCHASER also acknowledges that SELLER, or its agents, made no representations, either express or implied, concerning the condition of the property, which is transferred by the Agreement. It is expressly understood and acknowledged by PURCHASER that the transfer of this property shall in an "AS IS" condition, with all defects and that all warranties, either or implied, including but not limited to, merchantability and a fitness for a particular purpose, shall and hereby are DISCLAIMED. PURCHASER specifically waives any Seller's Disclosure or Lead-Based Paint Disclosure as well as any and all other inspections.
8. Time and Place of Closing: This transaction shall be closed on or before 30 days from the date of execution of the Agreement. SELLER shall be permitted reasonable extension of time, not to exceed 30 days, to cure any title defects as may be revealed by title insurance commitment. PURCHASER shall be permitted reasonable extension of time, not to exceed 30 days, to secure necessary mortgage financing.
9. Date of Possession: Possession of the property shall be delivered by SELLER to PURCHASER on date of closing. The real property improvements shall be in a like condition as upon execution of this Agreement.
10. Costs and Attorney's Fees on Default: In the event that either party shall fail or refuse to perform this Agreement according to its terms, or shall otherwise breach any term or condition thereof, it is agreed that the non-defaulting party shall be permitted to recover, in addition to any other remedy available to them at law or equity, all actual costs and reasonable attorney's fees incurred in securing performance hereof or damages for such breach whether or not suit shall actually be initiated or other formal proceedings instituted.
11. Reversionary Clause : The PURCHASER agrees that the SELLER expects a building to be built within two (2) years or the title to the property will revert back to the SELLER. In the event the property is reverted, the SELLER will reimburse the PURCHASER the cost of the property at \$6,050.00.
12. Entire Agreement: SELLER and PURCHASER do hereby acknowledge that the terms and conditions set forth in this Agreement for Sale and Purchase of Real Estate constitute the entire Agreement which exists between them, and that no modifications, alterations or changes shall be of any further force and effect unless in writing and signed or initialed by the parties hereto.
13. Survival of Covenants: All warranties or covenants specified in this Agreement for Sale and Purchase of Real Estate shall survive closing.
14. Execution by Facsimile: The SELLER and PURCHASER agree that a facsimile signature or initial shall be deemed to be valid and binding upon the SELLER and PURCHASER as if the original signatures or initials were present on this Agreement in the handwriting of each party.
15. Binding of Heirs: It is further agreed by and between the SELLER and PURCHASER that this Agreement shall be binding upon the heirs, personal representatives, administrators and assigns of the parties hereto.
16. Time of the Essence: It is mutually acknowledged and understood that time is of the essence to this Agreement.
17. Acknowledgement of Mutual Understanding: Both parties hereby acknowledge that they have read and reviewed all terms and conditions hereof, have had full and ample opportunity to

April 2, 2013

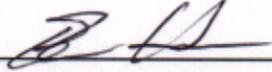
consult with their respective counsel concerning same, that they fully understand all terms, conditions, and provisions of this Agreement and agree to be bound hereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day and year above set forth.

SELLER

PURCHASER

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Donald D. Lyons

Eric Haas

Mayor

Managing Member

City of Dowagiac

A & E Properties, LLC.

Councilmember \_\_\_\_\_ offered and moved the adoption of the following resolution;  
seconded by Councilmember \_\_\_\_\_.

**WHEREAS**, the following information has been reviewed by the City Manager and City  
Treasurer and is being presented to City Council with a recommendation to  
approve invoices and payroll #14 for the period ending 4/4/13:

Invoices: 78,139.93  
Payroll: 120,756.87  
Total: \$198,896.80

**BE IT RESOLVED** that the City Manager and City Treasurer are hereby authorized and  
directed to pay the following bills and payroll due:

Invoices	Payroll	Total
\$78,139.93	\$120,756.87	\$198,896.80

**ADOPTED/REJECTED**

Ayes:

Nays:

Absent:

Abstain:

James E. Snow, City Clerk

Vendor	Invoice #	Description	Amount
ACCOUNTING CONSULTANTS, PC	3/15/13	CONSULTING SVC THROUGH 3/15/13	2,565.00
ADVANTAGE PLUMBING, INC	334649	CCDET-STOOL & FAUCET REPAIR	703.70
ALEXANDER CHEMICAL A CARUS COMPANY	SLS10002978	WWTP SODIUM BISULFITE	1,360.00
ALL PHASE ELECTRIC SUPPLY COMPANY	0710-548843	CONDUIT	180.45
ALL PHASE ELECTRIC SUPPLY COMPANY	0710-548844	ELBOWS	4.55
ALL PHASE ELECTRIC SUPPLY COMPANY	0710-548766	ELBOWS	21.87
AMERICAN ELECTRIC POWER	048-197-857-0-2	MARCELLUS HWY ST LIGHTS	8.90
AMERICAN ELECTRIC POWER	049-501-336-1-3	CCWS-VANDALIA TOWER	57.65
AMERICAN ELECTRIC POWER	044-619-354-0-7	M-62 W LIFT STATION	29.60
AMERICAN ELECTRIC POWER	040-050-210-0-3	VINEYARD LIFT STATION	41.72
AUTOMATED ENERGY, INC	17649	AMERIWOOD METER SUBSCRIPTION	105.00
BALOS ENGINEERING & ELECTRIC, INC	7782	LINE RELOCATION-MUSEUM	14,080.00
BURLING CONSTRUCTION	224	DRYWALL-BUTLER BLDG	582.00
C WIMBERLY AUTOMOTIVE GROUP	208940	#PD72 OIL CHANGE	35.10
C WIMBERLY AUTOMOTIVE GROUP	208949	#PD6001 OIL CHANGE	40.14
CASS COUNTY TREASURER	4/30/13	DONATION-INTERGOVERNMENTAL FORUM	60.00
CHET NICHOLS, INC	324815	SK TOOL (ALAN SOCKET)	15.49
CHET NICHOLS, INC	324507	#102 AIR FILTER	21.95
CHET NICHOLS, INC	324513	#102 DIST CAP/ROTOR/SPARK PLUGS	69.24
CHET NICHOLS, INC	324542	RETURN AIR ELEMENT	(16.33)
CHET NICHOLS, INC	324598	#102 TAILOR RES WIRES	28.66
CHET NICHOLS, INC	327071	SOCKET	37.61
CINTAS LOCATION #336	OG18074904	FIRST AID KIT-CH	42.60
CINTAS LOCATION #336	OG18074903	FIRST AID KIT-DPS GARAGE	82.43
CINTAS LOCATION #336	OG18074902	FIRST AID KIT-WWTP	53.53
COFFEY, ROBIN	3/26/13	MILEAGE REIMBURSEMENT-16 MILES	9.04
COMCAST	8771402380021236	INTERNET SERVICE-CH	106.16
COMMUNITY ANSWERING SERVICE	262804012013	DISPATCHING SERVICES	147.95
CONESTOGA-ROVERS & ASSOCIATES	389414	PROF SVC RENDERED THROUGH 2/24/13	4,434.95
CONESTOGA-ROVERS & ASSOCIATES	389413	PROF SVC RENDERED THROUGH 2/24/13	439.00
CREDITORS SERVICE BUREAU	004696	COLLECTION BUREAU FEES	110.72
DAVIS, DAVID	4/1/13	K-9 CARE 10/1/13-4/1/13	688.20
DOUBLEDAY OFFICE PRODUCTS, INC	138486I	OFFICE SUPPLIES	104.35
DOUBLEDAY OFFICE PRODUCTS, INC	138278I	OFFICE SUPPLIES	143.72
DOWAGIAC DAILY NEWS, INC	200369	ANNUAL SUBSCRIPTION-CTY MGR	90.00
DOWAGIAC DAILY NEWS, INC	200370	ANNUAL SUBSCRIPTION-POLICE	90.00
EFFICIENCY UNITED	4/13	EU-MONTHLY ALLOCATION-4/13	11,408.42
ERSCO CONSTRUCTION SUPPLY	13576	SONOTUBES/REGAR/TIE WIRE	283.10
ETNA SUPPLY	S100682656.001	PIPE/GLUE/ROLLERS	1,440.72
FLEETMatics USA, LLC	731250	VEHICLE TRACKING SERVICE	40.00
FRONTIER	23118907970401035	PHONE SERVICE 2/20/13-3/19/13	1,742.45
FUTURE ENVIRONMENTAL, INC.	455632	REMOVAL OF OILY WATER-SHOP HOIST	360.00
GARAGE DOORS PLUS MORE, INC	3305	CEMETERY GARAGE DOOR REPAIR	277.51
GREATER DOWAGIACCHAMBER OF COMMERCE	3/18/13	MUSEUM AD-EVENTS BROCHURE	170.00
GUEST SERVICES, INC	3/27/13	FIRE ARSON ORIGIN & CAUSE INVESTIGATION	300.48
HAAS ALARMS AND SERVICE, INC	057339	OUTDOOR HORN/STROBE-MUSEUM ALARM SYSTEM	90.00
HAAS ALARMS AND SERVICE, INC	057384	ANNUAL ALARM MONITORING	2,904.00
HALE'S HARDWARE, INC	A3600	CABLE TIES	12.60
HALE'S HARDWARE, INC	C14782	CONDUIT	40.07
HALE'S HARDWARE, INC	I1184	CONDUIT COUPLINGS	25.02
HALE'S HARDWARE, INC	C14141	#131 CAULK GUN	9.69
HALE'S HARDWARE, INC	A3403	#131 SPYDER SCRAPER	11.63
HALE'S HARDWARE, INC	D11436	KEY/PADLOCK	13.17
HALE'S HARDWARE, INC	C14533	FASTENERS	4.01
HALE'S HARDWARE, INC	B15298	PAINT SUPPLIES	157.49

Vendor	Invoice #	Description	Amount
HALE'S HARDWARE, INC	B15556	FASTENERS	8.88
HALE'S HARDWARE, INC	B15593	PLIERS	16.48
HALE'S HARDWARE, INC	A3349	CONDUIT COUPLINGS	17.51
HALE'S HARDWARE, INC	I1152	LOCKS	249.66
HALE'S HARDWARE, INC	C13784	SHIPPING CHARGES	20.13
HANSON BEVERAGE SERVICE	560978	DISTILLED WATER	31.00
HOLLAND CHARTER TOWNSHIP	3/22/13	TRAINING-BRADFORD/GRAVES	100.00
INTERNET BUSINESS SOLUTIONS	12823	MONTHLY WEBSITE MTCE	39.95
JUDD LUMBER COMPANY, INC	2519035	LUMBER/SIDING	403.78
JUDD LUMBER COMPANY, INC	2518777	NAILS	12.32
JUDD LUMBER COMPANY, INC	2518795	NUTS/BOLTS/SCREWS/MASONRY BIT	14.04
JUDD LUMBER COMPANY, INC	2519084	LUMBER	45.36
JUDD LUMBER COMPANY, INC	2519064	STAIN MATERIALS	45.88
JUDD LUMBER COMPANY, INC	2518848	WOOD FLOORING	98.88
JUDD LUMBER COMPANY, INC	2518861	TREATED LUMBER/REDI-MIX GRAVEL	88.16
JUDD LUMBER COMPANY, INC	2518898	LUMBER/BITS/DRIVERS/NUTS/BOLTS/SCREWS	45.95
JUDD LUMBER COMPANY, INC	2518912	PAINT SUPPLIES	27.42
JUDD LUMBER COMPANY, INC	2518932	LEAD FREE SOLDER	22.99
JUDD LUMBER COMPANY, INC	2518975	REDI-MIX GRAVEL	19.96
JUDD LUMBER COMPANY, INC	2519009	PRUNERS	9.99
JUDD LUMBER COMPANY, INC	2519051	FURRING STRIPS	260.96
KENT RECORD MANAGEMENT, INC	0038037	SHREDDING SVC 3/1/13-3/31/13	30.00
KENT RECORD MANAGEMENT, INC	0038036	SHREDDING SERVICE 3/1/13-3/31/13	30.00
KLUG, PATRICIA	3/20/13	MILEAGE REIMBURSEMENT-16 MILES	9.04
KOONTZ-WAGNER	126568-05	CREW SUPERVISION 2/13/13-3/19/13	568.00
KUSTOM SIGNALS, INC	478217	VIDEO REPAIR-PATROL CARS	937.50
LAWSON PRODUCTS, INC	9301505113	CABLE TIES/BRAKE LN/HEX NUTS/WASHERS/GRS	258.77
LEADER PUBLICATIONS, INC	97066	MISC PUBLICATIONS	438.78
MATTIX, MICHAEL	3/30/13	REIMBURSE-TRAINING OPERATING SUPPLIES	24.14
MI ASSOC OF MUNICIPAL CEMETERIES	2013	MAMC MEMBERSHIP-M STACK	35.00
MI MUNICIPAL ELECTRIC ASSOCIATION	26889	QTRLY MEMBERSHIP DUES 4/13-6/13	2,187.00
MI MUNICIPAL RISK MANAGEMENT	2078	TACTICAL TRAINING-MURRAY	145.00
MIDWEST ENERGY	3503301	CCWS-WATER TOWER	1,413.74
MONUMENTS BY DESIGN, LLC	480	INSCRIBED BRICK-AMANDA HASSLE	24.00
MUNICIPAL CODE CORPORATION	00227632	SUPPLEMENT NO. 16-CODE OF ORDINANCES	1,289.74
NYE UNIFORM COMPANY, INC	413318	UNIFORM PANTS-MATTIX	70.30
PETTY CASH	4/3/13	POSTAGE	18.83
PETTY CASH	4/3/13	OPERATING SUPPLIES	9.22
PETTY CASH	4/3/13	POSTAGE	25.00
PETTY CASH	4/3/13	OPERATING SUPPLIES	194.71
PETTY CASH	4/3/13	LUNCH/OFFICE SUPPLIES	19.76
PETTY CASH	4/3/13	GAS	20.00
PETTY CASH	4/3/13	CAR WASH	8.00
PETTY CASH	4/3/13	MEETING SUPPLIES	9.76
PETTY CASH	4/3/13	LUNCH/OFFICE SUPPLIES	18.55
PETTY CASH	4/3/13	LUNCH	34.00
PETTY CASH	4/3/13	ECON DEV-COMM PROMOTION SUPPLIES	54.00
PETTY CASH	4/3/13	ECON DEV-MAILING	24.27
PETTY CASH	4/3/13	CAR WASH	8.00
PETTY CASH	4/3/13	LUNCH/TOLL	26.76
PETTY CASH	4/3/13	PLAT BOOK	20.00
PETTY CASH	4/3/13	LUNCH	24.49
POLLARDWATER.COM	I348597-IN	CCWS-HYDRANT LUBRICANT	137.69
POWER LINE SUPPLY, INC	5718005	CONNECTOR VISE BRONZE	99.50
POWER LINE SUPPLY, INC	5720936	SHIELD ADAPTER KITS	224.68

Vendor	Invoice #	Description	Amount
PRAIRIE RONDE REALTY	413A	APRIL RENT-DART	150.00
PRAIRIE RONDE REALTY	412B	APRIL RENT-TEMP MUSEUM STORAGE	100.00
PREFERRED PRINTING, INC	25526	BUSINESS CARDS-OSTROM	34.50
QUILL CORPORATION	1361432	OFFICE SUPPLIES	43.87
REAL PRO SOLUTIONS, LLC	PC1600	BLIGHT CLEANUP-305 E TELEGRAPH	1,200.00
REAL PRO SOLUTIONS, LLC	SP185	CCWS-SNOW PLOWING VANDALIA TOWER	55.00
REAL PRO SOLUTIONS, LLC	SP186	CCWS-SNOW PLOWING PUMP HOUSES	65.00
RELIABLE DISPOSAL, INC #646	0646-000721270	DUMPTERS/TRASH CART-4/13	456.00
RESCO	535120-00	GROUND WIRE SHIELD ADAPTER	1,121.99
RESCO	534989-00	COPPER WIRE	2,993.13
RUTKOWSKE, JASON	680440208-00002	CELL PHONE REIMBURSEMENT	60.00
RUTKOWSKE, JASON	3/15/13	MEAL REIMBURSEMENT-SOCIAL MEDIA TRAINING	9.49
SCHWARZE INDUSTRIES, INC	3987898-RI	#131 BROOMS/SEAL/GASKET SEALS	1,159.38
SEMCO ENERGY GAS COMPANY	0161871.500	GAS SERVICE 2/13/13-3/13/13	18.28
SISKANINETZ, MARK	3/28/13	BLDG PERMIT INSPECTIONS 1/9/13-3/28/13	1,441.80
SPARTAN DISTRIBUTORS, INC	11633601	FUEL SHUT OFF SOLENOID	153.41
STATE OF MICHIGAN-ECONOMIC DEV	4/3/13	CDBG IND PARK GRANT REPAYMENT	6,345.88
TELEDYNE ISCO, INC	020493	WWTP-SAMPLE TUBES	181.53
TERMINIX	7674049	CCDET-TERMITE TREATMENT SVC PLAN	363.15
THE RIDGE COMPANY	505508	#FD101 FUEL TREATMENT	12.67
THE RIDGE COMPANY	504447	#131 BLACK SILICONE	11.99
THE RIDGE COMPANY	504522	#131 AIR/FUEL/OIL FILTERS	145.73
THE RIDGE COMPANY	504867	WIRE	20.19
THE RIDGE COMPANY	504869	WIRE	20.19
THE RIDGE COMPANY	503192	V-BELT	18.58
THE RIDGE COMPANY	503451	#12 WIPER BLADES, FUEL/OIL FILTERS	54.64
THE RIDGE COMPANY	503522	#07/04 OIL FILTERS	3.98
THE RIDGE COMPANY	503537	#12 MARK LAMP	6.96
THE RIDGE COMPANY	503549	#12 LED EXT MODEL KIT	75.47
THE RIDGE COMPANY	503550	#12 LED EXT MODEL KIT	75.47
THE RIDGE COMPANY	503644	#4 SERPENTINE BELT/V-BELT	57.98
THE RIDGE COMPANY	503697	#4 ALTERNATOR BELT	13.00
THE RIDGE COMPANY	503700	RETURN V-BELT	(10.99)
THE RIDGE COMPANY	503701	#4 MINI LAMP	8.00
THE RIDGE COMPANY	503938	NUTS/SCREWS	2.20
THE RIDGE COMPANY	504448	#131 BATTERY/CORE DEPOSIT	297.54
TOURTELLOTTE WELDING	472393	#104 REPAIR SCRAPER/HYD PRESSURE	800.00
VILLAGE OF CASSOPOLIS	3/19/13	ASSIST CITY WITH SEWER LINE BREAK	536.98
WAGeworks	125AI0227780	FSA MONTHLY ADMIN FEE	65.00
WIGGINS, DANIEL	3/15/13	MEAL REIMBURSEMENT-SOCIAL MEDIA TRAINING	12.00
WIGGINS, DANIEL	188028025202	CELL PHONE REIMBURSEMENT	60.00
WIGHTMAN & ASSOCIATES, INC	44233	SEWER USE ORDINANCE/IPP REVIEW	1,470.00
WIGHTMAN & ASSOCIATES, INC	44255	CMAQ-HILL/MIDDLE CROSSING	1,385.00
WIGHTMAN & ASSOCIATES, INC	44250	SMALL URBAN APPLICATION	840.00
WOLVERINE ELECTRICAL CONTG INC	3/19/13	CCWS-GENERATOR MTCE	322.10
Total:			78,139.93